



CITY COUNCIL Regular Meeting

September 15, 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 Zac Harmon-McLaughlin, Dean of Community of Christ Seminary

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

CITIZEN REQUESTS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Council action is requested to authorize the City Manager to issue a purchase order to Foley Equipment in the amount of \$119,660.45 for the procurement of a Model 460-07 CAT Backhoe (Project No. 402606). **Approved**
2. Council action is requested to authorize the City Manager to issue a purchase order to Viking-Cives Midwest in the amount of \$308,819 for the procurement of two (2) stainless steel dump truck bodies with snow removal systems, including plows, spreader bodies, and salt dispensing control systems. (Project No. 112504).
Approved
3. Council action is requested to authorize the City Manager to issue a purchase order to Kranz in the amount of \$113,310.48 for the procurement of a truck service body

(Project No. 402607). **Approved**

4. Council action is requested to issue a purchase order for \$130,555 to S4 Water Sales and Service, LLC for Filter 1 Media Replacement for the Courtney Bend Water Treatment Plant. **Approved**
5. Council approval is requested for the purchase of a Precision/Spartan Custom 4-Door Heavy Duty Extruded Aluminum Top Mount Pumper for \$953,100.00 for the Independence Fire Department. **Approved**
6. Council action is requested to issue a purchase order for \$266,255.00 to Mongan Painting, LLC (Mongan) for the replacement of the protective coatings system of Filter #1 for the Courtney Bend Water Treatment Plant. **Approved**
7. Council action is requested to issue a purchase order to Game Time in the amount of \$161,977.66, for playground equipment for Santa Fe Park for the Parks and Recreation Department. **Item passes 6-0**
8. Council action is requested to expend \$200,000 to Baysinger Police Supply, Inc. for uniforms and accessories for the Police Department for FY 2025-2026, with two, one-year renewal options. **Approved**
9. Council action is requested to issue a purchase order for \$598,817.00 to Brotcke Well and Pump, Inc. to rehabilitate, maintain, and repair five of the water supply wells at the Courtney Bend Water Treatment Plant. **Item passes 6-0**
10. Council action is requested to issue a purchase order for \$555,735.00 to Mongan Painting, LLC for protective coating replacement of Contact Basin 6 & Splitter Basin 3 at the Courtney Bend Water Treatment Plant. **Approved**
11. Council action is requested to authorize a purchase order with Black & McDonald for the provision of two (2) augmented journeyman lineman crews to support Independence Power & Light (IPL) operations through December 31, 2025. **Approved**
12. Council action to award a purchase order to Burns & McDonnell in the amount of \$267,000.00 to cover transmission planning support services for the Power & Light department. **Approved**
13. Council action is requested to approve the issuance of a Purchase Order to Douglas C. Christianson to provide technical services to the Police Department in an amount up to \$100,000.00. **Approved**
14. Council action is requested to authorize the City Manager to execute a design

services contract and issue a purchase order to HDR Engineering Inc. for an amount not to exceed \$417,809, for the Upper Adair Interceptor Project (No. 302201).

Approved

15. Council action is requested to authorize the City Manager to issue a purchase order in the amount of \$134,000 to the Mid-America Regional Council (MARC) for local funding match fees associated with the federal funds awarded to the 23rd Street Mobility & Safety Improvement Project (No. 112601) and the 23rd Street Complete Streets Project (No. 112111). **Item passes 6-0**

RESOLUTIONS

1. 25-786 A resolution appointing a member to the Board of Directors of the Independence Events Center Community Improvement District. **Approved Res. No. 7165**
2. 25-787 A resolution appointing Alan Voss to the Independence Arts Council **Approved Res. No. 7166**
3. 25-788 A resolution appointing Joseph Keary to the Independence Advisory Board of Health **Approved Res. No. 7167**
4. 25-789 A resolution reappointing Darla Eames and Tim O'Neill to the Tree Commission **Approved Res. No. 7168**
5. 25-790 A resolution reappointing Trevor Tilton and Sean Fite to the Independence Square Advisory Board **Approved Res. No. 7169**
6. 25-791 A resolution appointing Erin Boatright to the Personnel Board **Approved Res. No. 7170**
7. 25-792 A resolution appointing Patric Koon to the Japanese Sister City Committee **Approved Res. No. 7171**

REGULAR AGENDA

PUBLIC HEARING(S)

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

25-078 **2R** An ordinance repealing Section 14-901 "HSQ District" and adding a new Section 14-901 "HSQ District" of the Unified Development Ordinance. **2R**

Item passes 6-0 Ord No. 19724

2. A public hearing for the application to rezone the property at 1316 S. Osage Street from R-6, Single Family Residential, to R-6/PUD, Single Family Residential/Planned Unit Development, and approve a Preliminary Development Plan. ***New Information Only.***

25-079 **2R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 1316 S. Osage Street. **2R Item passes 6-0 Ord. No. 19725**

3. A public hearing for the Special Use Permit application to operate a bed and breakfast at 3417 S. Denton Road. ***New Information Only.***

25-080 **2R** An ordinance approving a Special Use Permit to operate a bed and breakfast at 3417 S. Denton Road, in Independence, Missouri. **2R Item passes 6-0 Ord. No. 19727**

4. A public hearing for the Noland South Shopping Center Community Improvement District five-year budget amendment. ***Full Public Hearing.***

25-084 **1R** An ordinance approving the petition to amend the five-year budget for the Noland South Shopping Center Community Improvement District, making findings and authorizing other actions, and approving the first amendment to the cooperative agreement among the City of Independence, Missouri, the Noland South Shopping Center Community Improvement District, and the Noland South Development Company, L.L.P. **1R Read**

ORDINANCES

1. 25-076 **2R** An ordinance levying a tax on all real property subject to taxation on January 1, 2025, within the corporate limits of the City of Independence, Missouri, for all General Revenue and Public Health and Recreation Purposes, for General Obligation Debt, and for the Independence Square Special Benefit District; said levies and assessments being separate and distinct, all for the fiscal year commencing on the 1st day of July 2025 and ending on the 30th day of June 2026. **2R Item passes 6-0 Ord. No. 19722**
2. 25-077 **2R** An Ordinance finding, determining, and declaring the necessity of acquiring General Utility Easements and Temporary Construction Easements for the Annual Neighborhood Sanitary Sewer Project (Project No. 302004-1); authorizing negotiation with property owners and the initiation of eminent domain proceedings, if necessary; approving the plans and specifications for the

project; authorizing the use of experts as needed; and authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights in connection with the project. **2R Item passes 6-0 Ord. No. 19723**

3. 25-081 **2R** An ordinance authorizing the City Clerk to do all things necessary for the holding of a Primary and General Election within the City of Independence, Missouri, in compliance with the Charter adopted by said City, as amended, and all state laws in reference thereto, and to certify to the Jackson County Board of Election Commissioners all names of candidates properly presented by petitions under the Charter and for the holding of a Primary Election on February 3, 2026, and a General Election on April 7, 2026. **2R Item passes 6-0 Ord. No. 19726**

FIRST READING(S)

1. 25-082 **1R** An ordinance adopting the attached Schedule of Sanitary Sewer Rates, with the first change scheduled for all bills dated November 1, 2025. **1R Read**
2. 25-083 **1R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **1R Read**
3. 25-085 **1R** An ordinance approving a rezoning from District R-30/PUD (High Density Residential/Planned Unit Development) and District C-2 (General Commercial) to District R-6 (Single-Family Residential) for the properties located at 710 & 720 W. Maple Avenue. **1R Read**
4. 25-086 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to motor vehicle repair and gasoline and fuel sales. **1R Read**
5. 25-087 **1R** An ordinance approving a Special Use Permit to operate a gas station at 4023 South Noland Road, Independence, Missouri. **1R Read**
6. 25-086 **1R** An ordinance to adjust the City of Independence Power & Light Department customer charge to be effective for the monthly billing period beginning January 1, 2026, under which the charge will be increased by \$5 for rate classifications MR1 and MR5 (i.e. residential) and increased by \$10 for rate classification MG1, MG2, MG3, MG4, and MG5 (i.e. commercial/industrial). **1R Read**

INFORMATION ONLY

1. Municipal Court Report for August 2025

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

COUNCILMEMBER COMMENTS

ADJOURNMENT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order to Foley Equipment in the amount of \$119,660.45 for the procurement of a Model 460-07 CAT Backhoe (Project No. 402606). **Approved**

Recommendations:

Council approval is recommended.

Background:

The Water Construction Division of Municipal Services is replacing a 2019 backhoe with over 3,500 hours on the unit. This is a scheduled replacement. The Water Construction Division has two backhoes that are used daily in construction projects and main breaks. These machines are heavily used and are replaced while there is still a reasonable trade value and before major wear component items need to be invested in them.

This purchase is being made using the Sourcewell Cooperative Contract #020223-CAT.

Section 8.06.004, Paragraph 4 of the City Code states that competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used will have been established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through the competitive bidding process.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$119,660.45. Funding for the purchase of a backhoe is included in the FY 2026 budget book, on page number 193, account number 402606-C-0417041-5404.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Water WCM Foley Equipment backhoe quote SA225125R2S1
2. Caterpillar Sourcewell Contract 020223-CAT thru 4-17-27



SALES AGREEMENT

DATE Aug 14, 2025

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

S O L D T O	CUSTOMER	CITY OF INDEPENDENCE			S H I P T O
	STREET ADDRESS	17221 E 23RD ST S 2ND FLOOR			
	CITY/STATE	INDEPENDENCE, MO	COUNTY	JACKSON	
	POSTAL CODE	64057-1822	PHONE NO.	816 325 7015	
	CUSTOMER	EQUIPMENT MICHAEL SCHOTT			
	CONTACT:	PRODUCT SUPPORTMICHAEL SCHOTT			
	INDUSTRY CODE:	LEGISLATIVE BODIES (CITY/COUNTY)(9121)	PRINCIPAL WORK CODE		

CUSTOMER NUMBER	011847	Sales Tax Exemption # (if applicable)	N/A	CUSTOMER PO NUMBER (For reference only)
PAYMENT TERMS:		(All terms and payments are subject to Finance Company - OAC approval)		
NET PAYMENT ON RECEIPT OF INVOICE	☐	NET ON DELIVERY	☐	FINANCIAL SERVICES ☐ CSC ☐ LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE 0
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS 0
				OPTIONAL BUY-OUT \$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: CATERPILLAR	MODEL: 430-07	YEAR: 2025		
STOCK NUMBER: YGN5085	SERIAL NUMBER: 0H8W01694			
430 07A BHL CF62	543-3343	INSTRUCTIONS, ANSI	559-0872	QUICK COUPLER - YGN01560
STICK, EXT, 15'	543-4286	SERIALIZED TECHNICAL MEDIA KIT	421-8926	BUCKET - YGN01561
PT, 2WS, ASHF, LTC	544-1059	RIDE CONTROL	551-6453	BUCKET - YGN01562
ENG, 86KW, C3.6, T4F	543-5181	LINES, AUX COMBO, E-STICK	548-1233	
HYD, MP, 6FCN	542-7774	BEACON, AMBER LED	634-6334	
CAB, DLX	544-0883	STD RADIO (12V)	540-2298	
DISPLAY, STD	545-5047	COLD WEATHER PACKAGE, 120V	551-6940	
AIR CONDITIONER, T4F	542-7816	AUTO-UP STABILIZERS	567-5090	
WORKLIGHTS (8) HALOGEN LAMPS	491-6734	COUPLING, QD, THREADED CAPS	456-3390	
SEAT, DLX FABRIC	611-0339	PACK, DOMESTIC TRUCK	0P-0210	
BELT, SEAT, 2" SUSPENSION	206-1747	SHIPPING/STORAGE PROTECTION	461-6839	
CTWT, 1015 LBS	337-9696	RUST PREVENTATIVE APPLICATOR	462-1033	
TIRES, 340 80-18/500 70-24, MX	533-0488	PRODUCT LINK, CELLULAR, PLE643	639-4880	
STABILIZER PADS, FLIP-OVER	9R-6007	430 LANE 3 ZCON	628-8815	
LOADER BUCKET PINS	545-8548	2025 MODEL		

TRADE-IN EQUIPMENT			SELL PRICE	\$212,399.42
MODEL: 410L - JOHN DEERE(JD)	YEAR: 2019	SN.: 345646	EXT WARRANTY	\$5,075.00
PAYOUT TO:	AMOUNT:	PAID BY: Dealer	CSA	\$842.58
MODEL:	YEAR:	SN.:	LESS GROSS TRADE ALLOWANCE	(\$37,000.00)
PAYOUT TO:	AMOUNT:	PAID BY:	SOURCEWELL DISCOUNT 22% OF LIST	(\$46,773.98)
MODEL:	YEAR:	SN.:	CUSTOMER LOYALTY DISCOUNT	(\$19,000.00)
PAYOUT TO:	AMOUNT:	PAID BY:	NET BALANCE DUE	\$115,543.02
MODEL:	YEAR:	SN.:	PDI/MAKE READY	\$4,117.43
PAYOUT TO:	AMOUNT:	PAID BY:	PLUS APPLICABLE TAXES CALCULATED AT DELIVERY	\$119,660.45
ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			ACH Information: Bank = Wells Fargo NA ABA number 121000248 Account number 4121956387 Email remittance advice to ACHPMTS@foleyeq.com Customer responsible for all applicable taxes at the time of delivery.	
CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				

☒ CATERPILLAR EQUIPMENT WARRANTY	INITIAL	☐ USED EQUIPMENT WARRANTY	INITIAL
The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 months unlimited hours		All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: 	
60 Month Premier Warranty 3000 Hours No Travel EP250822-010			

CSA: CVA BASIC NO OIL 2 YEARS FM250822-008

NOTES: Attached quote based on CAT/Sourcewell 2025 National Pricing Agreement #020223-CAT

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE

Foley Equipment Company

PURCHASER

ORDER RECEIVED BY Lynd, Adam

APPROVED AND ACCEPTED ON

REPRESENTATIVE CITY OF INDEPENDENCE

SALES MANAGER

PURCHASER

BY

SIGNATURE

TITLE

TERMS AND CONDITIONS

- 1. Agreement.** This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.
- 2. Payment and Representations.** Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.
- 3. Delivery and Taxes.** Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.
- 4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.
- 5. Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.
- 6. Rental Purchase Option.** If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.
- 7. Laws.** This Agreement shall be governed by the laws of Kansas or Missouri. The provisions of the United Nations on Contracts for the International Sale of Goods are expressly excluded from this Agreement. Customer shall comply with all applicable US laws, including but not limited to, export and anti-bribery laws such as the Foreign Corrupt Practices Act.
- 8. Privacy Statement.** Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat® Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html> you agree to its terms as it may be revised from time to time.
- 9. Consignment.** If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.
- 10. Assignment and Entire Agreement.** Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials_____

**Solicitation Number: RFP #020223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (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 **Medium Duty and Compact Construction Equipment with Related Attachments** 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 17, 2027, 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.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of 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.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier'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 percentage list discount stated in Supplier's Proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required). Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

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 of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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 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.

B. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Supplier may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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.

C. 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 Participating Dealers with payments made to the Participating Dealers. 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's Participating Dealer, 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's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. 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, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

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.

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, performance issues, 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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 Sourcwell 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 Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell'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 Sourcwell 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, Sourcwell 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

Sourcwell'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 Sourcwell 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 Contract 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. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

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 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

Intentionally omitted.

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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally deleted.

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. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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 liability-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

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. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

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.

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's Participating Dealers 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 Participating Dealer 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.

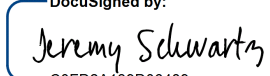
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

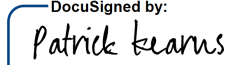
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

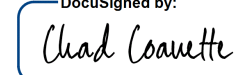
5/5/2023 | 11:57 AM CDT
Date: _____

Caterpillar Inc.

DocuSigned by:

By: 68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing,
Construction Industries

5/24/2023 | 9:14 AM PDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

5/24/2023 | 12:16 PM CDT
Date: _____

RFP 020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Vendor Details

Company Name: Caterpillar Inc
Address: 100 NE Adams St
Peoria, IL 61629
Contact: Sean Egel
Email: egel_sean_j@cat.com
Phone: 309-675-1399
HST#:

Submission Details

Created On: Tuesday December 06, 2022 08:40:12
Submitted On: Wednesday February 01, 2023 17:08:39
Submitted By: Sean Egel
Email: egel_sean_j@cat.com
Transaction #: 9a461f27-b7e7-4aa6-83b3-419bcf0de541
Submitter's IP Address: 199.247.43.43

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")	Caterpillar 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.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html	*
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):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

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.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925 when Holt and Best merged to form their new tractor company, they used the name Caterpillar, which had become familiar with people around the world. The name was registered in 1910 by Holt and placed on his tractors to reflect the undulating movement the machine made as it crawled across the field like a caterpillar. With 2022 sales and revenues of \$59.4 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Medium Construction Equipment RFP opportunity.	*
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.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results have just been released, below you can find a high level sales statement for 2022 followed by our more detailed 2021. In 2022 full year sales and revenues were \$59.4B with a profit per share of USD \$12.64. In 2021 full year sales and revenues were \$51B of which, North American sales were \$22B. Operating profit was \$6.9B with a profit per share of USD \$11.83. Dividends paid per share of USD \$4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*

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?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Cat dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
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.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
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 *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
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?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*
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?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

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 *	
Virginia Department of Transportation-Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell 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.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, Cat dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet that can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.

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.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
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?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

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.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshow we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Rodeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.
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?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.
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.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/
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41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat E-Fencing - Automatically stops excavator motion using boundaries you set in the monitor for the entire working envelope - above, below, sides and front. Cat Birds Eye 360 View Camera - Rearview and right-side-view cameras always keep operators aware of their surroundings. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Track Type Tractors: Display with Camera - Optional 10" touchscreen, color display including rearview camera and slope indicate/assist screens. Larger reversing camera gives the operator better visibility to the job site. Cat Material Handlers: Smartboom - significantly enhances operator comfort and job efficiency by reducing stress and vibrations transmitted to the machine. Loading is more productive and more fuel efficient. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.
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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.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 22-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	*
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.	Plants certified with ISO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001:2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

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.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.
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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?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.
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Table 9: 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?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer service territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
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?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
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?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcwell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.catfinancial.com/en_US.html/	*
55	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.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	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?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

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 *	
57	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.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcwell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcwell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	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.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 10 - 26% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	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.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcwell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcwell member number on the PO and /or invoice shall be deemed sufficient.	*
61	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.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcwell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcwell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcwell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcwell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and Cat dealers have very close and trusting relationships. Cat dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcwell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcwell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcwell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcwell for all items that are subject to the administrative fee.	*
67	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.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 020223.	*
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcwell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. These products include some from the previously submitted RFP 011723, while excluding paving products, equipment, and services awarded on 060122-CAT. The equipment, products, and services for offered for RFP 020223 include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader (7 models offered) - Cat Skid Steer Loader (7 models offered) - Cat Track Hydraulic Excavator (34 models offered) - Cat Wheel Hydraulic Excavator (7 models offered) - Cat Forestry (4 models offered) - Cat Telehandlers (8 models offered) - Cat Track Type Tractors (3 models offered) - Cat Track Loaders (3 models offered) - Cat Wheel Loaders (19 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

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

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

Line Item	Category or Type	Offered *	Comments	
71	Wheeled, tracked, and backhoe loaders;	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*
72	Skidsteers;	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*
73	Mini excavators;	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*
74	Telehandlers;	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*
75	Soil compaction and site preparation equipment	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*

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 your 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.zip - Tuesday January 31, 2023 14:05:38
- [Financial Strength and Stability](#) - Fin Strength and Stability.zip - Tuesday January 31, 2023 09:20:54
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday January 31, 2023 09:23:04
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Combined.pdf - Tuesday January 31, 2023 09:21:38
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Additional Documents.zip - Wednesday February 01, 2023 17:05:29

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. - Sean Egel, Sales Consultant, Caterpillar 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_4_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 24 2023 02:56 PM	☒	2
Addendum_3_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 3 2023 11:29 AM	☒	1
Addendum_2_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue December 27 2022 03:08 PM	☒	1
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Mon December 12 2022 04:08 PM	☒	1

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 (“Sourcewell”) and **Caterpillar Inc.**, having its principal place of business at 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 (“Caterpillar” or “Vendor”). Sourcewell and Caterpillar may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell’s cooperative purchasing contracts as follows:

Sourcewell Contract 020223 – CAT (Solicitation Number: 020223)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“Licensed Trademarks”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

“Anti-Corruption and International Trade Laws” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
3. Beyond what is permitted in this Addendum, neither Party will:
 - a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
 - b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
 - c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
 - d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

- A. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.
- B. **TERMINATION.** Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.
 1. *Termination for Convenience.* This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
 2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
 3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell’s pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

- 4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

DocuSigned by:
SOURCEWELL
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement
Date: 5/24/2023 | 2:46 PM CDT

DocuSigned by:
Caterpillar
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:47 PM PDT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order to Viking-Cives Midwest in the amount of \$308,819 for the procurement of two (2) stainless steel dump truck bodies with snow removal systems, including plows, spreader bodies, and salt dispensing control systems. (Project No. 112504). **Approved**

Recommendations:

Council approval is recommended.

Background:

The Street Maintenance Division of Municipal Services provides snow removal services during winter events. The Division has a replacement schedule in place to ensure this equipment is available, reliable, and functional during these events. These two trucks will replace two purchased in 2014. A 10-12 year cycle on this type of truck is an industry standard due to the harsh conditions and severe use of service.

This purchase is being made using the Viking-Cives MODOT Contract #IFB605CO25000217.

Section 8.06.004, Paragraph 4 of the City Code states that competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used will have been established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through the competitive bidding process.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$308,819. Funding for the purchase of dump trucks is included in the FY 2026 budget book on page number 192, account number 112504-C-0517051-5404.

Council Action:

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Viking Cives Freightliner muni-body quote 172627
2. Viking Cives Sourcewell Contract 062222-VCM thru 8-15-26



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
172627	12/16/24

Customer			
CITY OF INDEPENDENCE			
*****email invoices*****			
PO BOX 1019			
INDEPENDENCE	MO	64051-1019	

Ship To		
CITY OF INDEPENDENCE		
1030 S CRYSLER AVE		
INDEPENDENCE	MO	64052

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
quote	NET 30	DALE	12/16/24	VCM	MORLEY, MO	

Item	Description	Ordered	UOM	Price Per	Total Price
SALES	Base single axle contract package includes a 10ft stainless dump body and a central hydraulic unit	1.00	EA	154,409.50	154,409.50
	Through cooperative purchasing the items below are specific to the needs of the City of Independence and includes a 25% discount per Modot contract IFB605CO25000217				
MSRP1110	3" X 10" SA lift cylinder	1.00	EA	0.00	0.00
MSRP1165	Flink quick link receiver hitch with cheekplates and bumper- LH	1.00	EA	0.00	0.00
S7200	MW power reverse push frame assembly with 2mkit-4	1.00	EA	0.00	0.00
S7205	MW compression arms - standard	1.00	EA	0.00	0.00
S7207	Cushion valve for reverse circuit	1.00	EA	0.00	0.00
S7321	Flink quick link swivel with hardware	1.00	EA	0.00	0.00
S7220	MW36R10 10' Moldboard assembly, corten steel	1.00	EA	0.00	0.00
S7344	MW two chain lift	1.00	EA	0.00	0.00
S7351	12" Rubber deflector installed on a 11' plow	1.00	EA	0.00	0.00
S7356	Parking jack for plow push frame (each)	1.00	EA	0.00	0.00
S7355	36" plow markers, orange plastic	1.00	EA	0.00	0.00
MSRP1601	Winter Equipment 8" curb guards (driver and passenger side)	1.00	EA	0.00	0.00
SALES	carbide cutting edges tbd	1.00	EA	0.00	0.00
SALES	CITY OF INDEPENDENCE SA TRUCKPACKAGE WITH PROLINE AND UNDERBODY SCRAPER BODY- VIKING PROLINE 3 STAINLESS DUAL AUGER WITH CROSS CONVEYOR BELT TO TRANSFER MATERIAL TO FRONT DRIVER SIDE SPINNER- LOCATED BEHIND CAB-STAKE	1.00	EA	0.00	0.00



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quote	NET 30	DALE	12/16/24	VCM	MORLEY, MO	

Item	Description	Ordered	UOM	Price Per	Total Price
	MOUNTED FOR REMOVAL BODY WILL INCLUDE MOUNTED PREW ET TANKS WITH COVER				
SALES	FIXED POSITION UNDERBODY SCRAPER WITH REVERSE MATRIX CARBIDE CUTTING EDGES	1.00	EA	0.00	0.00
SALES	HYDRAULIC SYSTEM FOR CITY OF INDEP MSRP 3010 WHICH INCLUDES ABOVE FRAME STAINLESS TANK AND RESERVOIR FORCE HYDRAULICS PACKAGE WITH 5100EX CONTROLLER ELECTRIC JOYSTICKS TO CONTROL PLOW FUNCIONS, DA BODY HOIST, AND UB SCRAPER AND PREWET	1.00	EA	0.00	0.00
SALES	msrp 3190Snow and ice hydraulic install kit (includes hoses, fittings, and hardware)	1.00	EA	0.00	0.00
SALES	MSRP 5301 WHELEN WARNING LIGHT SYTEM FOR CITY OF INDEP TO ELIMINATE RUBBER MOUNTED LIGHTING	1.00	EA	0.00	0.00
MSRP5175	LED spreader light	1.00	EA	0.00	0.00
MSRP5193	Truck-Lite LED heated plow lights	1.00	EA	0.00	0.00
MSRP6110	VCM supplied 7-wire pigtail	1.00	EA	0.00	0.00
MSRP6115	VCM supplied 7-wire pigtail - RV style	1.00	EA	0.00	0.00
MSRP6120	Electronic brake controller (includes wiring from chassis dealer)	1.00	EA	0.00	0.00
SALES	MSRP6180 Removable PH30 pintle hook, NO gladhands, 1 INCH D RINGS	1.00	EA	0.00	0.00
MSRP6225	Pintle hitch install kit	1.00	EA	0.00	0.00
MSRP9100	Single axle install kit (includes miscellaneous	1.00	EA	0.00	0.00



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Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
quote	NET 30	DALE	12/16/24	VCM	MORLEY, MO	

Item	Description	Ordered	UOM	Price Per	Total Price
	electrical components and hardware)				
MSRP9140	Mud flap kit (includes front anti-sails and rear removable pin brackets)	1.00	EA	0.00	0.00
MSRP9270	Add Gatorhyde lining to inside of cab (single)	1.00	EA	0.00	0.00
MSRP9275	Add Gatorhyde to bottom rub rail and bottom tailgate	1.00	EA	0.00	0.00
MSRP9340	Stainless steel shovel holder	1.00	EA	0.00	0.00
NOTES	IN CAB WIRING TO HAVE JUNCTION BOXES MOUNTED ON REAR INSIDE CAB WALL- UP HIGH	1.00	EA	0.00	0.00
NOTES	ALL WARNING LIGHTS WILL BE WHITE GREEN DUPLICATE WANRING LIGHT MOUNTING FROM PREVIOUS BUILD	1.00	EA	0.00	0.00
SALES	PRO VISION 4 CAMERA SYSTEM - 4 CAMERAS AND WILL INCLUDE COMMERCIAL GRADE 1 TERRABYTE SD CARD FROM PROVISION	1.00	EA	0.00	0.00
SALES	this package includes stainless hydraulic lines to rear of truck, and installation of proxy switch on plow	1.00	EA	0.00	0.00
NOTES	warning light package listed does include mid body warning lights on each side of body	1.00	EA	0.00	0.00
NOTES	BUILD NOTES- BED SIDE LADDER TO BE MOUNTED DRIVERS	1.00	EA	0.00	0.00
NOTES	pending receipt of Po in July 2025 and trucks arriving on schedule as ordered Viking to guarantee completion by oct 1st	1.00	EA	0.00	0.00

Prepared By: dwillis@vikingcivesmidwest.com

Memo: IFB605CO25000217 - MoDOT Statewide - Dump Truck 2026 Models

Sub-Total	154,409.50
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	154,409.50

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

Accepted by: _____ Date: _____ P.O.#: _____

**Quoted price does not include any applicable taxes.*

**Terms are Due Upon Receipt unless prior credit*

**Terms for established accounts. NET 30 days*

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



Solicitation Number: 062222

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cives Corporation, 2155 West Indiana Circle, Salt Lake City, UT 84104 (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 Snow and Ice Handling Equipment, Supplies, and Accessories 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 August 15, 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.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier'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 of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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 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 or its authorized dealers, distributors, or resellers, as applicable. 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, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

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.

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, performance issues, 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 Contract 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 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 and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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, 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. *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. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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 liability-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. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *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).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot 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 a 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. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

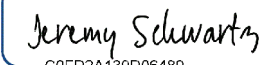
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

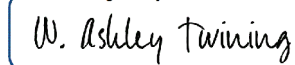
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

Cives Corporation

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/11/2022 | 12:31 PM CDT

DocuSigned by:

By: 5D26862D4BA94B3...
W. Ashley Twining
Title: Vice President
Date: 8/12/2022 | 1:16 PM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/12/2022 | 1:28 PM CDT

RFP 062222 - Snow and Ice Handling Equipment, Supplies, and Accessories

Vendor Details

Company Name: Viking Cives Midwest Inc.

Does your company conduct business under any other name? If yes, please state: Cives Corporation, Viking-Cives

Address: 2155 West Indiana Circle
Salt Lake City, Utah 84104

Contact: KEVIN NEWSON

Email: knewson@vikingcives.com

Phone: 801-204-4130

Fax: 801-204-4128

HST#: 20-4726446 for Viking Cives Midwest Inc. 16-0955800 for Cives Corporation and Viking-Cives

Submission Details

Created On: Tuesday May 03, 2022 10:12:47

Submitted On: Wednesday June 22, 2022 14:15:48

Submitted By: Chris Pobst

Email: cpobst@vikingcives.com

Transaction #: 5c5bfbb0-0327-4751-8f56-daba26e587da

Submitter's IP Address: 71.228.177.144

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")	Cives Corporation FEIN: 16-0955800	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Viking-Cives Midwest Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Viking-Cives USA Viking-Cives LTD Viking-Cives Midwest Inc. (FEIN: 20-4726446) Viking-Cives Group Lindco Equipment Cives Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	04-654-5398	*
5	Proposer Physical Address:	Cives Corporation - VCM ATTN: Kevin Newson 2155 West Indiana Circle Salt Lake City, UT 84104	*
6	Proposer website address (or addresses):	vikingcives.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):	W. Ashley Twining Vice President Cives Corporation 3700 Mansell Road Suite 500 Alpharetta, GA 30022 atwining@cives.com Tel: 770-993-4424	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kevin Newson Western States Sales Manager 2155 West Indiana Circle Salt Lake City, UT 84104 knewson@vikingcives.com Tel: 801-204-4130	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dave Wentzel General Manager 22956 Highway 61 Oran, MO 63771 dwentzel@vikingcives.com Tel: 573-262-3545 Chris Pobst Inside Sales 22956 Highway 61 Oran, MO 63771 cpobst@vikingcives.com Tel: 573-262-3545	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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.	Founded in 1952, Cives Corportaion, consisting of Cives Steel Company and the Viking-Cives Group, is a progressive, employee-owned company with great financial strength. Cives Steel Company is one of the largest fabricators of structural steel buildings in the United States. The Viking-Cives Group is a full-line truck equipment company and one of the largest snow and ice control equipment manufacturers in North America. Our company core values are teamwork, integrity, expertise, and the ability to outperform, and over deliver. Our business philosophy is service to our customers and provide a quality product.	*
11	What are your company's expectations in the event of an award?	A partnership with Sourcewell and its members is a valuable asset. Our expectation is to grow contract usage and expand Sourcewell membership.	*
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.	With over half a billion dollars in yearly revenue, our company's stability is due to complimenting markets in the steel and truck equipment industries. Our financial success has allowed us to expand our footprint by building new locations and acquire new factory stores without incurring debt. Please see the attached DNB report, DART rating, bank reference letter, and letter of credit.	*
13	What is your US market share for the solutions that you are proposing?	Based on company revenue and our large customer database, we are one of the three largest snow and ice control equipment manufacturers in North America.	*
14	What is your Canadian market share for the solutions that you are proposing?	We are the largest snow and ice manufacture in Canada and control over half the market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, our company has never petitioned for bankruptcy protection.	*
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?	We are a manufacturer of snow and ice removal equipment. We are a factory direct to customer company employing over 30 sales staff in North America. Customer service is the cornerstone of our business because we believe teamwork and communication are vital to a successful project. Our service to customers is a direct approach. From beginning to end, we're side-by-side to ensure the expectations of each project or build is met. We utilize three manufacturing locations and several factory stores in both the United States and Canada to provide as much direct interaction with our customers as possible. To create local support we built relationships with specific dealers around the country that emulate our core values. These dealers work very closely with the local sales manager.	*
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.	We have these licenses and they required for our business. Trailer manufacture License - Required to build and certify trailers. Dealers License - Required to do turnkey trucks and transfer titles. Vehicle Certification License - Required to certify incomplete vehicles after equipment is installed on them. This verifies it meets Federal and DOT regulations. We also have many staff members that hold ASE certifications and welding certifications. While these are not required they are beneficial and assure the staff is properly trained.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have never had a suspension or debarment.	*

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	Many government agencies have recognized our innovative products such as the Tow Plow and Salt Saver Plow. These include case studies by Michigan State showing the cost savings provided by our Tow Plows, and many news agencies promoting the unit in NY, UT, AZ, SD, ND, and MO. We thrive on creating new items or ideas to help solve our customer's problems. We have expanded our product line with three new patented products, the BiDirectional Tow Plow, Side Shift Plow and Highway Guardrail Maintenance Trailer.	*
20	What percentage of your sales are to the governmental sector in the past three years	2022 - 84% 2021 - 78% 2020 - 80%	*
21	What percentage of your sales are to the education sector in the past three years	2022 - 5% 2021 - 3% 2020 - 4%	*
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?	Cooperative contracts: Sourcwell State contracts: Missouri, Tennessee, Arkansas, Idaho, West Virginia, Minnesota, Michigan, Oregon, Washington, Connecticut, Rhode Island, New Hampshire, North Carolina, New Jersey, New York, North Dakota, Kentucky, Utah, Montana, Wyoming, Kansas, Oklahoma Turnpike, Oklahoma Annual sales volume for cooperative contracts: 2022 - \$13 million 2021 - \$12 million 2020 - \$7 million Annual sales volume for state contracts: 2022 - \$110 million 2021 - \$102 million 2020 - \$107 million	*
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?	We do not have any GSA or SOSA contracts.	*

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 *	
Tennessee Department of Transportation	Estel Hagewood	615-532-4038	*
New York State Department of Transportation	Dave Schaub	518-417-6676	*
Road Commission for Oakland County	Steven Guerra	248-464-8294	*

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 *	
NYS DOT	Government	New York - NY	Snow plow truck packages.	\$140,000.00	\$22,000,000.00	*
MoDot	Government	Missouri - MO	Snow plow truck packages.	\$95,000.00	\$21,000,000.00	*
TDOT	Government	Tennessee - TN	Snow plow truck packages.	\$140,000.00	\$17,000,000.00	*
WV DOT	Government	West Virginia - WV	Snow plow truck packages.	\$90,000.00	\$12,000,000.00	*
CDOT	Government	Connecticut - CT	Snow plow truck packages.	\$125,000.00	\$14,000,000.00	*

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 *
26	Sales force.	We have 33 direct sales people employed by us operating out of 13 locations, covering all of the US States and Canada. The locations they are based out of are: US locations: Harrisville, NY Lewiston, ME Oakfield, NY Williston, VT Waterbury, CT Nashville, TN Merrillville, IN Morley, MO Grain Valley, MO Salt Lake City, UT Battle Creek, MI (Opening soon) Canada locations: Mount Forest, Ontario Calgary, Alberta
27	Dealer network or other distribution methods.	In addition to our staff there are 16 additional sales staff at select dealers in the US and Canada. US locations: Oklahoma City, OK Salem, OR Spokane, WA, Boise, ID Dallas, TX Lancaster, PA Canada locations: Mattawa, ON Newmarket, ON Carleton Place, ON Kingston, ON Keswick, ON Blenheim, ON Frederickton, NB Sherwood Park, AB
28	Service force.	Each location has dedicated service staff to address any concerns that come up. We have a main point of contact at each manufacturing facility in Missouri, New York, and Canada that will then direct the local service personnel. In total there are 15 service personnel working directly for us. Our sales staff will also act as service personnel when required as they are typically local to the customer and very knowledgeable of the equipment.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our staff will use this process. The equipment is quoted off the price and product list. The quote is sent to the customer with contract number and item numbers for the customer to review. A purchase order would be issued and we would convert the quote into a sales order. The sales order is then scheduled by production for completion. Distributors would use this process. The equipment is quoted off the price and product list. The quote is sent to the dealer with contract number and item numbers for them to review and forwarded to the member for review. A purchase order would be issued to us directly and we will issue a PO to the dealer for their portion of the work. The sales order is then scheduled by production for completion.

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.	Customer service is driven by our sales staff. Not only do they excel in knowing the ins and outs of the snow and ice business, but they are also certified in a number of technical services and have undergone training to provide customers some technical support at a moments notice. Customers can also reach out to our technical support staff dedicated to handling technical inquiries during both office and after hours. We strive to respond within 24 hours whenever possible. Our sales staff is incentivized to resolve all issues as quickly as possible to maintain customer relationship.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have two manufacturing locations in the United States: one in Morley, MO and the other in Harrisville, NY supported by eight factory stores that span from the east coast to the rocky mountains. By employing our own sales staff and utilizing our nationwide reach, we're able to directly support customers in all 50 states. We have over 350 employees involved in the snow and ice division between all locations.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	With one manufacturing location in Mount Forest, Ontario and a factory store in Alberta, along with many dealer locations, we have the ability to cover all Canadian providences. It is our goal to reach as much of the territory as possible.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have no geographic areas of the United States or Canada that can not be serviced.	*
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?	We will and do service all Sourcewell participating sectors. We have no other cooperative contracts that limit our ability to promote Sourcewell.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or special requirements for Hawaii, Alaska, and US Territories.	*

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.	Our strategy of direct customer service allows our sales force the opportunity to speak face-to-face with customers about the benefits of Sourcewell. Many, if not all, of our sales people have attended Sourcewell's informational conferences and have great experience in the value Sourcewell provides to it's members. Many of our marketing materials, such as product catalogs, flyers, banners, etc., display Sourcewell's logo and our Sourcewell contract number. We also feature a section on our website devoted to Sourcewell FAQ information. Please see the attached Viking Product Catalog as an example of how we promote our partnership with Sourcewell. The last attachment has many of our product data sheets that will be included in a new marketing booklet with the Sourcewell contract information.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have made strides in updating our website, and integrating QR codes into some of our marketing material for instant, handheld access to our product literature. We also create promotional videos for new product lines that we share across all our social media platforms.	*
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?	We have found that promoting this contract through word of mouth or having a presence during expos and trade shows is a great role for Sourcewell. Directing potential customers to the Sourcewell website and helping them understand the benefits and options that Sourcewell provides is also a great help. We also benefit from the yearly sales staff training and informational meeting with our cooperative contract manager. We integrate this contract by having quarterly sales meetings to specifically discuss, understand, and utilize Sourcewell. We also strategize on how to reach potential Sourcewell members.	*
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.	We typically lean towards the personal interaction between our customers, but have found the eProcurement process can be helpful. Products we manufacture are typically bid through an eProcurement process. Most organizations will email purchase orders. We have a few customers who log into the system, select their products, create a purchase order, and we will be notified.	*

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.	Operator and maintenance training are provided at no cost when products are delivered by our sales staff. We often do these in unison with the hydraulic manufacture to provide hydraulic system calibration at the same time. Some of our more specialized equipment like the Tow Plows receive 8 hour training and implementation classes for groups of operators. These are also done at no cost to the member.	*
41	Describe any technological advances that your proposed products or services offer.	Our patented salt saver plow is designed to reduce the amount of material used to melt ice from a roadway and reduce the amount of trips needed to clear the roadway. Our Tow Plows provide the opportunity to clear two driving lanes with a single operator doubling the productivity. When these items are paired with advanced hydraulic systems we are able to provide beneficial information such as plowing speed, material used, and location data to help protect the member in case of an accident.	*
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.	This year we have put a team together starting on researching how to integrate with electric vehicles. We are working with a few chassis manufactures so we can provide options and equipment in this market as it grows.	*
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.	Our business is not eligible for any third-party issued eco-labels, ratings or certifications.	*
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.	Our business is not eligible for any of these certifications.	*
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?	Innovation and customer service. Our products are geared to solving problems such as operator shortage, reduced chemical usage, and increased fuel economy. Our vast amount of experience has led to unique situations that needed unique solutions like the Tow Plow. We have received three patents in the last five years and all of them is a different approach to snow and ice control while cutting time and worry for customers. Our customers continue to reach out to us for unique solutions because we're willing to try new things and help support them as much as possible.	*

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?	Yes. All parts manufactured by Cives Corporation / Viking-Cives are covered by a 1 year warranty. Items that we install such as hydraulic systems are covered by their manufacture warranty and processed through us.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No our warranty does not have usage restrictions or other limitations.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty work is to be performed at our locations whenever possible. In the event that is not possible we will dispatch a technician or make arrangements for the repair to be done locally.	*
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?	We have locations throughout the United States and Canada to provide warranty repair. In the event we are not able to provide local warranty repair arrangements will be made with a local truck shop to handle the repair.	*
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?	Warranty for items we install and do not manufacture are handled through us.	*
51	What are your proposed exchange and return programs and policies?	Unused items that were ordered incorrectly by a customer can be returned with a 15% restocking fee. Items that are not correct or do not fit can be returned without a fee.	*
52	Describe any service contract options for the items included in your proposal.	We offer annual maintenance and tune-up options for our snow and ice equipment. These can be purchased in 1 year and 3 year maintenance packages.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment is Net 30 with an account. When a chassis is supplied it is due upon receipt so that the unit can be titled and licensed properly. Credit is extended to all government and educational customers. Purchasing cards are accepted for up to \$3,000.00. All other purchases should be made on an account and paid by check or wire transfer.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing and financing options are available through many of our partnering chassis dealership's and partnered Sourcewell contract holders.	*
55	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.	Our standard transaction documents are the initial quote and a sales order for after it has been ordered. Our quotes have the following terms and conditions listed on them. *Quoted price does not include any applicable taxes. *Terms are Due Upon Receipt unless prior credit *Terms for established accounts, NET 30 days *Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis A sample quote and sales order are attached.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card's are accepted for up to \$3,000.00 without any additional fee.	*

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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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.	Line item discounts are used. The attached product offering document shows MSRP and has a list price reflecting the discount.	*
58	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.	Products are offered at 25% off MSRP.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Multi unit orders can qualify for an additional 1% discount on the truck equipment. Chassis and chassis options do not qualify for this discount.	*
60	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.	Open market items and sourced goods will be offered with an item number of NJ2400. These items will have a variable markup to meet local price structures at no more than 25% over cost. The variable rate will be adjusted to cover our labor and remain competitive in the area we are servicing.	*
61	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.	All cost's will be inclusive of the final sales price with the exception of taxes, title, licensing fees, and any unforeseeable governmental mandated fees.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Products are FOB (freight on board) our location. Small items such as parts are packaged and shipped with UPS and FedEx. That cost is added to the order total. We also offer expediated delivery services for an increased cost. Large items such as completed snow plow trucks will have a line item quote for the delivery charge to the final destination. These are often driven and sometimes placed on transport trucks.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska and Hawaii we offer the same services as the lower 48 get. We have locations in Canada that service Canadian location with them same shipping methods used in the US. In the event parts need to be shipped from the US to a customer in Canada we will handle all customs paperwork and the shipping charges will be added to the order. We have partnered freight companies that will handle the offshore deliveries. The cost will be added to the order.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	One of the unique offerings we have is our drivers delivering the completed snow plow trucks directly to the customer.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Due to the volume Sourcewell purchases have provided us we are able to offer a slightly higher discount.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	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.	The Sourcewell price and product list is entered into our quoting system and kept in a shared folder to ensure all of our sales staff has access and the information is correct. Each Sourcewell quote is rigorously checked for correct contract numbers, item numbers, and prices by our contract administrators before sent to members. We utilize special item numbers in our quote system that generate usage reports to make sure nothing is missed. In addition to that we have a separate tracking program that identifies product categories as a check stop. Quarterly reports are generated, reviewed by our contract administrators and sent to our cooperative contract manager within 30 days for quarter end. The Admin fee is mailed out within 30 days of quarter end. An 18-month report is also reviewed and checked to ensure accuracy.
67	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.	We use a CRM program that compiles this sales data and gives us charts showing history, increases / declines, and opportunity by region. This information is reviewed at quarterly sales meeting by region and also with everyone at annual sales meetings. All activity is checked periodically and discussed with the territory manager to assure we continue to grow contract usage.
68	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.)	Administrative fee: 1% on equipment offered except chassis' Class 6, 7, 8 chassis: \$700 flat fee per unit Medium/Light duty chassis: \$350 flat fee per unit

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The products we are offering are Snow and Ice Related Equipment Packages, Chassis', Turnkey Packages, Medium Duty Turnkey Packages, Front Plows, Front Hitches, Material Spreaders, Spreader Stands, Dump Bodies, Combination Dump Bodies, Hydraulic Systems, Underbody Scrapers, Emergency Warning Light Packages, Road Repair, Maintenance Vehicles, Installation, Wing Plows, Tow Plows, Trailers, Direct Liquid Application Units, Cutting Edges, Parts, Open Market and Sourced Goods, Service, Training
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Snow Plow, One-Way Plow, Two-Stage Plow, Pusher Plow, Expressway Plow, Wing Plow, Tow Plow, Underbody Scraper, Spreader Controls, Brine Maker, Direct Liquid Units, Dump Body, Material Body, Load Cover Systems, Combination Body, Salt Spreader, Spreader, Sander, Direct Liquid, Liquid System, Snow Blowers, Sweepers, Pre-wet, Emergency Lighting, Installation, Camera Systems, Laser Indicators, Open Market and Sourced Goods, Training, Service, Parts, Supplies, Repair, Accessories

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
71	Plows, blades, wings, blowers, and brooms	☒ Yes ☐ No	We offer all of these products.	*
72	Spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids and snow melters	☒ Yes ☐ No	We offer all of these products.	*
73	Dump bodies, specialty equipment, and air or hydraulic systems, related to the upfitting or modification primarily for snow and ice handling; and,	☒ Yes ☐ No	We offer all of these products.	*
74	A complementary offering of parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in 71-73 above	☒ Yes ☐ No	We offer all of these services.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No exceptions requested.

Documents

Ensure your 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](#) - Cives Corporation Price and Product List.xlsx - Wednesday June 22, 2022 14:06:49
- [Financial Strength and Stability](#) - Cives Corporation financial information.pdf - Tuesday June 21, 2022 08:46:21
- [Marketing Plan/Samples](#) - Viking Product Catalog.pdf - Tuesday June 21, 2022 09:37:00
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Cives-Viking Warranty.docx - Tuesday June 21, 2022 09:14:21
- [Standard Transaction Document Samples](#) - Sample quote and order sheets.pdf - Tuesday June 21, 2022 09:27:29
- [Upload Additional Document](#) - Literature sample.pdf - Wednesday June 22, 2022 11:40:01

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. - W. Ashley Twining, Vice President, Cives Corporation

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_Snow_Ice_Handling_Equipment_RFP_062222 Thu May 26 2022 01:38 PM	☒	2
Addendum_2_Snow_Ice_Handling_Equipment_RFP_062222 Fri May 20 2022 02:03 PM	☒	1
Addendum_1_Snow_Ice_Handling_Equipment_RFP_062222 Tue May 3 2022 03:55 PM	☒	1

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order to Kranz in the amount of \$113,310.48 for the procurement of a truck service body (Project No. 402607). **Approved**

Recommendations:**Background:**

The Water Construction Division of Municipal Services is replacing a 2013 service body truck. This is a planned replacement due to the age and condition of the current service truck. It utilizes a Power Take-Off (PTO) unit for operating boring and other equipment. This replacement is necessary to ensure continued reliability of operations and due to the wear of the current truck in service.

This is being purchased using the KCMO Kranz Cooperative Contract EV2959-4 issued by Kansas City, Missouri.

Section 8.06.004, Paragraph 4 of the City Code states that competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used will have been established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through the competitive bidding process.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$113,310.48. Funding for the purchase of a truck with a service body is included in the FY 2026 budget book on page number 193, account number 402607-C-0417041-5404.

Council Action:

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 4981 Kranz mini crew truck service body Quote Q55810
2. Kranz KCMO contract EV2959-4 KRANZ
3. Kranz KCMO contract EV2959-4 extension through 11-30-2025

KC Location
2012 Television Place
Kansas City MO 64126
Phone: (816) 231-9995
ituinc.com

QUOTE

DETROIT • KANSAS CITY • OMAHA



Quote ID: Q55810 Rev: 0

Quote Date: 7/23/2025

Quote Valid Until: 8/7/2025

Payment Terms: 0/10N10

Salesperson: Chip Pointer

Sold To:

CITY OF INDEPENDENCE
 WATER DEPARTMENT
 420 N FOREST
 INDEPENDENCE MO 64050

Contact:

Phone: (816) 325-7668

Email:**Shipping Method:** Best Available**Mounting Station:**

CITY OF INDEPENDENCE
 WATER DEPARTMENT

420 N FOREST

INDEPENDENCE, MO 64050

Fleet:**Product Lead Time:****Install Lead Time:****FOB:**

Make	Model	Year	VIN
Cab Type	Wheel Base	Cab to Axle	Factory Order Number

Quantity	PartNumber	Description	Unit Price	Amount
1 EA	RTB RSV11D75NC	ROYAL 75" INSIDE HEIGHT ENCLOSED SERVICE BODY 84" CA ROYAL 75" INSIDE HEIGHT ENCLOSED SERVICE BODY 84" CA	\$18,760.00	\$18,760.00
1 EA	RTB MK132FDG	FORD MOUNTING KIT FOR ROYAL 132" DRW BODY FORD MOUNTING KIT FOR ROYAL 132" DRW BODY	\$619.65	\$619.65
100 EA	KC EL	MISC ELECTRICAL SUPPLIES MISC ELECTRICAL SUPPLIES	\$1.35	\$135.00
1 EA	WG 2291-3-01	EZGLIDE2? Extended Drop-Down for Mid-Roof/High-Roof Van EZGLIDE2? Extended Drop-Down for Mid-Roof/High-Roof Van	\$1,784.97	\$1,784.97
1 EA	WG 2505	KUV Mounting Bracket KUV Mounting Bracket	\$282.56	\$282.56
18 HR	ITU SHOP LABOR	ITU SHOP LABOR ITU SHOP LABOR	\$125.00	\$2,250.00
1 EA	SPRAYLINER	Spray line Bed Spray line cargo area or service body	\$1,200.00	\$1,200.00
2 EA	BU MFBH2375A	Bracket Mud Flap 90^ Bracket Mud Flap 90^	\$17.27	\$34.54

KC Location
2012 Television Place
Kansas City MO 64126
Phone: (816) 231-9995
ituinc.com

QUOTE

Quote ID: Q55810 Rev: 0

Quote Date: 7/23/2025

Quote Valid Until: 8/7/2025

Payment Terms: 0/10N10

Salesperson: Chip Pointer



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Quantity	PartNumber	Description	Unit Price	Amount
2 EA	BOM SRI2424A1W14 146	ITU KC MUDFLAP 24X24X.25 SERVICE BODY MUDFAPS	\$20.97	\$41.94
		NEW ITU LOGO SERVICE BODY FLAPS		
1 EA	AC 91471	FORD STRAIGHT CLASS V	\$627.75	\$627.75
		FORD STRAIGHT CLASS V		
2 EA	EWB F002	EWB FOR 30 TAIL LAMP EXTENSION	\$17.35	\$34.70
		EWB FOR 30 TAIL LAMP EXTENSION		
8 EA	BU 5623755	36" 54-LED w/ 3M Adhesive Back Clear and Cool	\$97.59	\$780.72
		36" 54-LED w/ 3M Adhesive Back Clear and Cool installed in compartments		
1 EA	PARTS INBOUND FREIGHT	PARTS INBOUND FREIGHT		
		PARTS INBOUND FREIGHT		
1 EA	CTM 63710-000	CTech 5 drawer Nested Tray unit for Royal Truck Body	\$1,366.00	\$1,366.00
		Ctech 5 drawer unit for Royal service body will need to verify dim before ordering		
40 HR	ITU SHOP LABOR	ITU SHOP LABOR	\$125.00	\$5,000.00
		ITU SHOP LABOR		
30 EA	KC HYDRAULIC OIL	GALLON HYDAULIC OIL	\$9.79	\$293.70
		GALLON HYDAULIC OIL		
2,500 EA	KC FITTINGS	HYDRAULIC FITTINGS AND HOSES	\$1.35	\$3,375.00
		HYDRAULIC FITTINGS AND HOSES hyd tank valving hyd pump		
1 EA	RC TH88050- OMP	TWIN HYD HOSE REEL	\$1,123.51	\$1,123.51
		TWIN HYD HOSE REEL		

KC Location
2012 Television Place
Kansas City MO 64126
Phone: (816) 231-9995
ituinc.com

QUOTE

Quote ID: Q55810 Rev: 0

Quote Date: 7/23/2025

Quote Valid Until: 8/7/2025

Payment Terms: 0/10N10

Salesperson: Chip Pointer



DETROIT • KANSAS CITY • OMAHA



Quantity	PartNumber	Description	Unit Price	Amount
1 EA	RC L45451233	ELECTRIC W/45'CORD ELECTRIC W/45'CORD	\$289.17	\$289.17
1 EA	RC 830500LP	AIR HOSE REEL3/4X50 AIR HOSE REEL3/4X50	\$1,229.36	\$1,229.36
1 EA	KC WINDOWTINT	WINDOW TINTNG WINDOW TINTNG	\$270.00	\$270.00
4 EA	EC ED3511A	ED3511A LED Strobe light for Four Corner Strobe System DIRECT REPLACEMENT FOR 3510A	\$91.45	\$365.80
1 EA	EC ED3315A	ECCO Directional Light Bar Signal Bar Kit: LED Safety Director, 9 flash patterns, in-cab controller, 15' cable, LED, 12VDC, amber	\$783.12	\$783.12
2 EA	BU 1492145	Flood Light, Articulating LED 5" Flood Light, Articulating LED 5"	\$83.31	\$166.62
8 EA	BU 1701062	shelf liner shelf liner	\$26.89	\$215.12
50 EA	KC EL	MISC ELECTRICAL SUPPLIES MISC ELECTRICAL SUPPLIES	\$1.35	\$67.50
18 HR	ITU SHOP LABOR	ITU SHOP LABOR ITU SHOP LABOR to instll reels, lights, and DC extension cord	\$125.00	\$2,250.00
12 HR	ITU SHOP LABOR	ITU SHOP LABOR ITU SHOP LABOR labor to install valve tuner to front of F550	\$125.00	\$1,500.00
75 EA	KC STEEL	STEEL STEEL	\$1.25	\$93.75

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Payment Terms: 0/10N10

Salesperson: Chip Pointer



Quantity	PartNumber	Description	Unit Price	Amount
1 EA	1T VANAIR 3N1	185 cfm air UNIT, 6.6 kw gen hyd pump mount Default Part (For Unknown Parts) 185 cfm air 6.6 kw gen hyd pump mount	\$34,590.00	\$34,590.00
1 EA	1T ERV-750	valve turner, front mounted o mF550 ERV-750 unit controller / Data logger Blue tooth option controler mount extendable valve key hande for valve key if need to use manually valve turner, front mounted o mF550	\$31,075.00	\$31,075.00
1 EA	1T TRASH HYD	Stanley trash pump 2" PUMP Default Part (For Unknown Parts) Stanley trash pump 2"	\$2,705.00	\$2,705.00

Sub Total: **\$113,310.48**Tax: **\$0.00**Total: **\$113,310.48****Note:****Customer must fill out the information below before the order can be processed:**

Accepted by:	
Signature:	
Company:	
Date:	
P.O. Number:	
VIN / Factory Order Number:	

KC Location
2012 Television Place
Kansas City MO 64126
Phone: (816) 231-9995
ituinc.com

QUOTE

Page 5 of 5

Quote ID: Q55810 **Rev:** 0

Quote Date: 7/23/2025

Quote Valid Until: 8/7/2025

Payment Terms: 0/10N10

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DETROIT • KANSAS CITY • OMAHA



THE INDEPENDENT TRUCK UPFITTERS ("ITU") TERMS AND CONDITIONS OF SALE, ACCESSIBLE AT [HTTP://ITUINC.COM/TERMS](http://ITUINC.COM/TERMS), ARE AN INTEGRAL PART OF THIS AGREEMENT AND ARE HEREBY INCORPORATED BY REFERENCE. ITU'S WILLINGNESS TO SELL TO BUYER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO, AND WILLINGNESS TO BE BOUND BY, ITU'S TERMS AND CONDITIONS OF SALE.

1. Freight for product from the manufacturer to mounting stations is calculated at standard rates. Freight surcharges may apply.
2. Restocking charges may apply to cancelled orders. Rate will be based on the status of the order at the time of cancellation.
3. Quoted prices are valid only if total units quoted are actually ordered.
4. No additional discounts or rebates apply to the quoted prices.
5. Quoted prices do not include any applicable taxes or FET unless stated.
6. Unless stated all units are quoted painted standard colors.
7. Backup Camera systems may require additional charges pending OEM specifications.
8. Non "factory order" upfits will be invoiced upon completion, or 60 days from time of parts receipt; whichever comes first.



General Services Department

Procurement Services Division

1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793

(816) 513-1161
Fax: (816) 513-1156

TERM SUPPLY AND SERVICE CONTRACT

The City of Kansas City, Missouri, by authority of the Manager of Procurement Services, does hereby accept, with modifications if any, the following bid:

SUPPLIER: **Kranz of Kansas City**
(referred to hereafter as the "Supplier")

SUPPLIER NO.: **1234**

CONTRACT NO.: **EV 2959-4**

EFFECTIVE DATES: **From 12/01/2022 to 11/30/2023**

DESCRIPTION: Fabrication, Installation and Repair of New and Existing
Truck-Mounted Equipment and Accessories

A copy of the Supplier's information is attached; and items not awarded, if any, have been deleted. This bid with **INSTRUCTIONS AND CONDITIONS** and any **ADDENDA** is attached hereto and hereby made a part of this Contract.

No financial obligation shall accrue against the City until the Supplier shall make delivery pursuant to order of the Manager of Procurement Services, and unless such order bears the written statement of the Director of Finance that there is a balance otherwise unencumbered to the credit of the appropriation to which the same is to be charged, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations thereby incurred.

Supplier shall submit a performance bond to the City of Kansas City, Missouri with good and sufficient sureties in the sum of **--NOT REQUIRED--** for the faithful performance of this Contract. Bond shall be furnished within the time and in the manner prescribed in paragraph 18, Performance Bond Requirements, **INSTRUCTIONS AND CONDITIONS**.

The Manager of Procurement Services for the City of Kansas City, Missouri shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, said Manager shall at his option declare this Contract void, and for any loss or damage by reason of such breach, whether this Contract is annulled or not, said Supplier and the sureties on said bond shall be liable.

The Contract incorporates the following:

BID NUMBER: **EV 2959-4**
ATTACHMENT: **INSTRUCTIONS AND CONDITIONS**

Ronnell E. Simpson, Sr.

Prepared By: Senior Procurement Officer

Name

Title

Signature

Date

DocuSigned by:
Ronnell E. Simpson, Sr.

34EE3E782BCD472...

12/1/2022

Darrell Everette

Approved By: Name
Title

Signature

Date

DocuSigned by:
Darrell Everette

DE6901B73458419...

12/1/2022



CITY OF KANSAS CITY MISSOURI
Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2790

**INSTRUCTIONS AND CONDITIONS
FOR INVITATIONS FOR BID AND REQUEST FOR QUOTATIONS**

1. **SUPPLIER APPLICATION.** In order to qualify as a prospective supplier, all bidders shall complete and return to the City of Kansas City, Missouri, referred to hereafter in these INSTRUCTIONS AND CONDITIONS, as the City, prior to bid opening, a SUPPLIER APPLICATION. This form provides basic information concerning the company and the items it can provide. It is also the document used to establish supplier information in the automated supplier file. The City reserves the right to disqualify any bidder who fails or refuses to provide the application.
2. **PREPARATION OF BIDS.**
 - A. Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at the bidder's risk.
 - B. Bidders shall furnish information required by the solicitation in the form requested. The Buyer reserves the right to reject any or all with incomplete information or which are presented in a different form. The original Invitation for Bid in its entirety will be considered as fully applicable to the bid response regardless of the form used unless specifically excepted by the bidder. In the latter case, the bid may be considered nonresponsive to the Invitation for Bid.
 - C. Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit price, except when the bidder clearly indicates that the total price for all items bid is based on consideration of being awarded the entire lot and that an adjustment of the total price is being made in consideration of receiving the entire bid.
 - D. If the item has a trade name, brand and/or a catalog number, such shall be stated in the bid. If the supplier proposed to furnish an item of a different manufacturer or supplier other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the article furnished is that designated, even though the bid may state or equal."
 - E. Time of proposed delivery shall be stated in definite terms; if stated in a number of days, it shall include Saturdays, Sundays and holidays.
 - F. Samples, when required, shall be furnished prior to the closing date or within time specified in bid. Buyer reserves the right to reject bids submitted without required samples.
3. **ALTERNATE BIDS.** Alternate bids may be submitted and, if deemed advantageous to the City, they may be evaluated and considered. The City is under no obligation to consider or accept an alternate bid and reserves the right to reject any and all such bids. Alternate bids may be made in addition to responding to the terms and conditions of the solicitation or as the only response to the solicitation.
4. **SIGNATURE.** Bidder shall sign the INVITATION FOR BID or the REQUEST FOR QUOTATION, hereafter referred to as bid or solicitation, on first page and on all continuation pages in the proper section and shall enter their title and the date. Erasures or other changes must be initialed by person signing the bid. Signature shall be an original and that of an agent authorized to sign as designated in SUPPLIER APPLICATION, however, other evidence of authority to sign may be provided with the bid.
5. **SUBMISSION OF BID.** Bids and modification thereof shall be returned in a sealed envelope addressed to office specified in bid. The bid number and bid closing date and hour shall be shown on the face of the envelope. Facsimile telegraph and telephone bids will not be considered unless authorized by the bid or the Buyer and must be confirmed in writing. Bids may be modified by facsimile or telegraphic notice, provided such notice is delivered into the hands of the bidding office prior to the bid closing date and hours. Subsequent written confirmation is required. Telephone modifications will not be considered unless authorized by the bid or Buyer and subsequently confirmed in writing. If bid is delivered in person, it is the bidders' responsibility that the bid is time stamped and deposited in the bid box maintained by the Procurement Services Division prior to the bid closing date and hour.
6. **OCCUPATIONAL LICENSE.** All suppliers located in Kansas City, Missouri, must have a valid occupational license for sale of goods or services. Suppliers located outside Kansas City, Missouri, must have an occupational license if services are performed in Kansas City, Missouri. A valid license is required as a condition of all contracts. Contracts will not be considered fully executed until the license is obtained. Failure to obtain the necessary license and to maintain it on a current basis are grounds to disqualify bids and to cancel existing contracts.
7. **EARNINGS AND OTHER TAXES.**
 - A. All suppliers located in Kansas City, Missouri, are required to have a valid earnings tax file number and to pay earnings taxes on wages. Suppliers located outside Kansas City, Missouri, must have a valid earnings tax file number and pay earnings taxes if services are performed in Kansas City, Missouri. Obtaining a file number and payment of taxes are required as a condition of all contracts. Failure to obtain a file number and to pay earnings taxes on a current basis are grounds to disqualify bids and to cancel existing contracts.
 - B. All suppliers located in Kansas City, Missouri, must have all required licenses and permits and pay all fees and taxes that are required by the City. Suppliers located outside Kansas City, Missouri, must, when applicable, have all required licenses and permits and pay all fees and taxes required by the City from nonresident suppliers. Failure to comply with the foregoing is grounds to disqualify bids and to cancel existing contracts.
8. **EXPIRATION OF BID.** All bids shall be considered as firm for a period of forty-five (45) calendar days, commencing the day following the date of the bid closing and expiring at midnight of the last day, unless otherwise stated in the body of the bid by the Buyer. The bidder may state a date his bid expires, provided the date is specific and is entered on the first page of the bid.
9. **MODIFICATION OR WITHDRAWAL OF BIDS.**
 - A. Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person or by a bidder or his authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted (however see paragraph 10).
 - B. If this solicitation is negotiated, bids may be modified (subject to paragraph 10 when applicable) or withdrawn by written or telegraphic notice received at any time prior to award. Bids may be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid prior to award.

10. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS.

A. Bids and modifications of bids (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) they are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the City that the late receipt was due to delay in the mails for which the bidder was not responsible; or (3) if submitted by mail (or telegram facsimile if authorized) it is determined by the City that the late receipt was due solely to mishandling by the City after receipt; provided that the timely receipt is established upon examination of an appropriate date or time stamp (if any) or of other documentary evidence of receipt (if readily available) within the control of the City or of the Post Office serving it. However, a modification of a successful bid which makes the terms of the bid more favorable to the City will be considered at any time it is received and may thereafter be accepted.

B. The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of The date shown in the postmark on the registered mail receipt of registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time.

11. MISTAKE IN BID.

A. If the bidder discovers a mistake in bid prior to the hours and date specified for receipt of bid, he may correct the mistake by modifying or withdrawing the bid in accordance with paragraphs 9 and 10 above.

B. If the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which is unfavorable to him prior to the issuance of a purchase order or a contract, he may request consideration be given to modifying the bid if he remains the lowest bidder or to withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid opening. The decision of the Buyer is final as regards acceptance or rejection of request for correction of bids.

C. A MISTAKE IN BID CANNOT BE CONSIDERED ONCE A PURCHASE ORDER OR CONTRACT IS ISSUED.

12. NO BIDS AND FUTURE SOLICITATIONS. It is required that if a supplier does not desire to bid, the bid should be marked "NO BID" and returned in order to maintain the bidders name in supplier file for future solicitations. If a bidder fails to respond to four (4) successive bids without returning a "NO BID", the Buyer reserves the right to delete the bidder, or certain products listed as sold by the supplier, from the supplier file for future solicitations.**13. BID BOND REQUIREMENT.** Bid bonds shall be provided when specified by the terms of the INVITATION FOR BID or the REQUEST FOR QUOTATION. The amount shall be that determined by the Procurement Services Manager, City of Kansas City, Missouri, referred to hereafter in these INSTRUCTIONS AND CONDITIONS as the Manager, to be reasonable and necessary to protect the best interest of the City. When required, the bid bond must accompany the bid. Failure to provide the bond prior to the bid opening will be cause for disqualification of the bid. The bond may be in the form of a surety bond, cashier's check, money order, or certified check drawn on a solvent bank. Such bond or deposit shall be forfeited to the City in case the bidder shall fail or refuse to execute the contract.**14. TRADE-IN.** If the solicitation requests a price or value for one or more pieces of equipment to be traded in as a part of the purchase of new equipment, the City retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The City is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.**15. EVALUATION OF BIDS FOR MULTIPLE AWARDS.** In addition to other factors, bids will be evaluated on the basis of advantages or disadvantages to the City that might result from making more than one award (multiple awards) to include total cost of ownership and administrative cost to the City for issuing and administering each contract and associated purchase orders awarded under this invitation. Administrative costs will be in a range for the class of procurement as established by the Manager. Individual awards will be for the items and/or services and combinations of items and/or services which result in the lowest aggregate price to the city, including such administration costs.**16. AWARD OF CONTRACT.**

A. BIDS WILL BE ANALYZED AND THE AWARD MADE TO THE LOWEST AND BEST RESPONSIVE AND RESPONSIBLE BIDDER whose bid conforms to the solicitation and whose bid is considered to be most advantageous or best value to the City, price and other factors considered. The right to determine the foregoing is reserved to the Manager and is not subject to appeal. In the event equal bids are received, paragraph 20. MISSOURI AND OTHER PREFERENCE will apply. If the preference does not break the tie, then the award will be made by public drawing of lots by the Buyer.

B. The City reserves the right to reject any and all bids and all or part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to select the bid(s) deemed most advantageous or best value to the City. The City shall consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such.

C. The City may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SOLICITATION, BIDS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED AND THE CITY RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY BID AT THE UNIT PRICES BID UNLESS THE BIDDER SPECIFIES OTHERWISE IN HIS BID.

D. UPON ACCEPTANCE BY THE CITY, THE SOLICITATION OR BID AND A PURCHASE ORDER ISSUED TO THE SUCCESSFUL BIDDER WITHIN THE TIME SPECIFIED, SHALL BE DEEMED TO RESULT IN A BINDING CONTRACT WITHOUT FURTHER ACTION BY EITHER PARTY. ITEMS ARE TO BE FURNISHED AS DESCRIBED IN THE BID AND IN STRICT CONFORMITY WITH ALL INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, AND DRAWINGS CONTAINED IN THE COMPLETE CONTRACT.

17. PURCHASE ORDERS. All goods and services will be ordered by means of a purchase order for which funds have been certified and encumbered by the Director of Finance. Goods and services will not be provided in excess of the amount of the purchase order. The City has no obligation to pay invoices in excess of the purchase order amount. Under emergency conditions, the Buyer in the Procurement Services Division may order goods or services and provide a purchase order number by telephone.**18. PERFORMANCE BOND REQUIREMENT.** A performance bond shall be provided by the bidder receiving the award when specified by the terms of the bid. The amount shall be that determined by the Manager to be reasonable and necessary to protect the best interest of the City. "THE BOND MAY BE IN THE FORM OF A SURETY BOND, CASHIERS CHECK, BANK OR U.S. POSTAL MONEY ORDER, OR A LETTER OF CREDIT ISSUED BY A BANK SUBJECT TO APPROVAL BY THE CITY OF KANSAS CITY, FINANCE DEPARTMENT." Such bond or deposit shall be forfeited to the City in case the bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract. The contract is not considered to be complete until the performance bond is submitted. Purchase orders may not be issued or invoices paid unless the required performance bond is on file. Unless specified otherwise in the bid, the bond must be furnished within twenty-one (21) calendar days after receipt of notification of intent to award the contract or receipt of a request for performance bond. The City has the right to disqualify an otherwise successful bid if the performance bond is not received within the time requested.

19. COMBINED ANNUAL BID AND PERFORMANCE BOND.

A. In lieu of submitting a bid deposit with each bid, a prospective supplier may file with the Manager a surety bond in a minimum amount as specified by the Manager issued by a company licensed to do business in Missouri as a surety, to remain in effect during the fiscal year (May 1 through April 30); such deposit, however, shall not fulfill the Bid Bond Requirements as specified in the solicitation unless such deposit is on file or will be filed prior to or at the time of the bid opening. Security in excess of the minimum surety bond may be requested in those instances where the surety bond is insufficient to meet the total security requirements of all bids outstanding.

B. In lieu of submitting a performance bond when required by the solicitation and the purchase order, a Contractor may file with the Manager a surety bond in a minimum amount as specified by the Manager issued by a surety company licensed to do business in Missouri as a surety, to remain in effect during the fiscal year (May 1 through April 30); such deposit, however, shall not fulfill the performance bond requirements as specified in the solicitation and purchase order, unless such deposit is on file or will be filed prior to the award of the contract. Security in excess of the minimum surety bond may be requested in those instances where the surety bond is insufficient to meet the total security requirements of all bids outstanding.

C. A single combined bond covering both bid and performance is required.

20. MISSOURI AND OTHER PREFERENCE.

A. By virtue of statutory authority, the Buyer shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality is equal or better and delivered price is the same or less. Within the State of Missouri, the same type of preference is given to firms located in the City, as versus other firms located in Missouri but outside the city limits.

B. The City has implemented the Missouri Domestic Procurement Act (Buy American), Sections 34.350 to 34.359 RSMO Supp. 1957, by adopting the following policy on the purchase of American goods. Preference will be given to the purchase or lease of products manufactured, assembled, or produced in the United States if the quality and price are comparable with other goods. Suppliers providing services and/or products under Term Supply and Services Contracts and leases will give preference to providing products manufactured, assembled, or produced in the United States if the quality and price are comparable with other goods.

21. TIME OF DELIVERY. Delivery is REQUIRED to be made in accordance with the schedule shown in the solicitation and purchase order. Bids offering delivery of each quantity within the applicable delivery period specified above will be evaluated equally as regards time of delivery. Bids offering delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable delivery period may, as determined by the Buyer, be considered nonresponsive and may be reflected. When a bidder offers an earlier delivery schedule than that called for in the bid, the City reserves the right to award either in accordance with the REQUIRE schedule or in accordance with the schedule offered by the bidder. If the bidder offers no other delivery schedule, the delivery schedule stated above shall apply.**22. F.O.B. DESTINATION.** Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the Contractor. The City shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the City acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 22A is applicable.

A. FOB DESTINATION, FREIGHT PREPAID BY SELLER. The seller pays and bears all freight charges.

B. FOB DESTINATION, FREIGHT PREPAID AND CHARGED BACK ON INVOICE. The seller pays the freight and charges the City by adding it to the invoice.

C. FOB DESTINATION, FREIGHT COLLECT. The City pays and bears the freight charges.

D. FOB DESTINATION, FREIGHT COLLECT AND ALLOWED ON INVOICE. The City pays the freight charges and deducts the amount from the seller's invoice.

23. QUALITY. Unless otherwise required by terms of the solicitation, all goods furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance service shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.**24. PRICE.** Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.**25. BRAND NAME OR EQUAL. WHENEVER THE NAME OF THE MANUFACTURER OR THE SUPPLIER IS MENTIONED ON THE FACE HEREOF AND THE WORDS "OR EQUAL" DO NOT FOLLOW, IT SHALL BE DEEMED THAT THE WORDS "OR EQUAL" SHALL FOLLOW SUCH DESIGNATIONS UNLESS THE FACE HEREOF SPECIFIES "NO SUBSTITUTIONS, THE CITY MAY ASSUME THAT ITEMS BID ARE EQUAL OR IT MAY REQUEST SAMPLES AND PROOF THEREOF AND UNLESS APPROVED BEFORE SHIPMENT, CITY RESERVES THE RIGHT TO RETURN AT THE BIDDER'S EXPENSE ALL ITEMS THAT ARE NOT ACCEPTABLE AS EQUALS, SAID ITEMS TO BE REPLACED BY THE BIDDER WITH SATISFACTORY ITEMS AT THE ORIGINAL BID PRICE.****26. COMMERCIAL WARRANTY.** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.**27. FREIGHT CHARGES ON DIRECT SHIPMENTS TO THE CITY.** The price or prices mentioned in the bid and carded into this contract are made with reference to lawful freight charges in existence at the time of submission of bids, and said contract prices shall be increased or decreased, as the case may be, by any change in freight rates, provided that any claim for any additional freight must be presented to the City, within thirty (30) days after such advance in freight rates becomes effective. Reductions in freight will be deducted from the contract price. The clause applies to freight on shipments made directly and separately by the manufacturer to the City.**28. VARIATION IN QUANTITY.** No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

29. DISCOUNTS.

A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating bids for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the City, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.

C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

30. SELLERS INVOICE. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number description of supplies or services, sizes unit of measure, quantity, unit price, and extended totals.**31. INSPECTION AND ACCEPTANCE.** Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the City. Supplier will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.**32. LOSS AND DAMAGED SHIPMENTS.** Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the supplier. The City has no obligation to accept damaged shipments and reserves the right to return at the suppliers expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.**33. LATE SHIPMENTS.** Supplier is responsible to notify the City department receiving the items and the Buyer of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.**34. TAX EXEMPTION—FEDERAL AND STATE.**

A. The City is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.

B. The City is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

35. CITY-FURNISHED PROPERTY.

A. The City shall deliver to the Contractor for use only in connection with this contract, the property described in the schedule or specifications (hereinafter referred to as "City-furnished property"), at the times and locations stated herein. If the City-furnished property, suitable for its intended use, is not so delivered to the Contractor, the Manager shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this contract pursuant paragraph 37, AMENDMENTS AND MODIFICATIONS.

B. Title to City-furnished property shall remain in the City. The Contractor shall maintain adequate property control records of City-furnished property in accordance with sound industrial practice.

C. Unless otherwise provided in this contract the Contractor, upon delivery to him of any City-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.

D. The Contractor shall, upon completion of this contract, prepare for shipment, deliver f.o.b. origin, or dispose of all City-furnished property not consumed in the performance of this contract or not theretofore delivered to the City, as may be directed or authorized by the Manager. The net proceeds of any such disposal shall be credited to the contract price or paid in such other manner as the Manager may direct.

36. LABORATORY AND OTHER TESTS. The City reserves the right to test all articles, commodities, supplies, materials and equipment, referred to hereafter as articles, delivered during the life of the proposed contract, at an independent laboratory, to be designated by the Manager. The laboratory test shall include each item of the specifications to determine whether the articles delivered are in conformity therewith. Tests shall be made on articles selected at random from deliveries made under the proposed contract or contracts. Where the result of such test shows that the articles delivered are not equal or do not conform with the specification, then the expense of making such test shall be paid by the Contractor (the bidder in this bid proposal). If the result of any additional test shall show that the articles delivered and tested conform to the specifications, then in such case the expense of making such test shall be paid by the City. The City further has the right to conduct tests using its own facilities and test methods when adequate facilities and procedures are available.**37. AMENDMENTS AND MODIFICATIONS.** The Manager may at any time, by a written order, and without notice to the sureties, make a MODIFICATION to the contract or an amendment to the purchase order, within the general scope of this contract, in (1) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith; (2) method of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of the contract or amendment to the purchase order. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification; provided that the Manager, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes"; however, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed. Any other modifications and amendments made within the general scope of the contract will be by written mutual agreement.**38. DISPUTES.**

A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Manager, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Manager shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Procurement Services Manager a written appeal addressed to the Director of General Services. The decision of the Director of Finance, or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, in connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Manager's decision.

B. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided for in paragraph A above: provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

39. TERMINATION FOR DEFAULT.

A. The City may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- (2) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after receipt of notice from the Buyer specifying such failure.

B. In the event the City terminates this contract in whole or in part as provided in paragraph A of this clause, the City may procure, upon such terms and such manner as the Buyer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

C. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

D. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of shall be the same as if notice of termination for convenience had been issued pursuant to such clause.

40. TERMINATION FOR CONVENIENCE. The Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the City. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent, that this contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination.

41. EXAMINATION OF RECORDS.

A. If this contract exceeds \$2,500, the Contractor agrees that the City Auditor of the City, or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor, involving transactions related to this contract.

B. The Contractor agrees to include the clause in A in all his subcontracts hereunder, except purchase orders not exceeding \$2,500.

42. OFFICIALS NOT TO BENEFIT. No regular employee or elected or appointed member of the City government shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

43. CONFLICT OF INTEREST. No employee or member of the employee's immediate family, or elected or appointed member of City government may participate directly or indirectly in the procurement process if they:

A. Have a financial interest or other personal interest which is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment, or action in the performance of their official duties.

B. Are negotiating or have an arrangement concerning prospective employment. The bidder warrants to the best of their knowledge that no such conflict of interest exists. In the event such a conflict occurs, the bidder is required to report it immediately to the Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or at its discretion.

44. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or at its discretion, to deduct from contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. This section shall not prevent an attorney from representing a client in any dispute respecting a contract nor shall it prevent an attorney or an accountant from entering into contract negotiation with the City on behalf of a client.

45. GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES. It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of a pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.

46. KICKBACKS ILLEGAL IN SUBCONTRACTING. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of or solicited from a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract to a contract of the City. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

47. CONTEMPORANEOUS EMPLOYMENT PROHIBITED. The Contractor warrants and agrees that no employee or elected or appointed member of City government who is participating directly or indirectly in the procurement process is or will become as a result of this contract an employee of the Contractor. For breach or violation of the warranty, the City shall have the right to annul this contract without liability or at its discretion.

48. RECOVERY OF VALUE. The value of anything transferred or received in breach of ethical standards contained in paragraphs 42, 43, 44, 45, 46, and 47 of these INSTRUCTIONS AND CONDITIONS by a bidder, Contractor, City employee, elected and appointed City officials, or a non-employee may be recovered from parties involved.

49. CONFIDENTIAL INFORMATION. Any information deemed confidential or proprietary must be clearly marked by the bidder or Contractor as such. It will be protected and treated with confidentiality to the extent permitted by state statutes concerning public information. Any data to be returned must be so marked and will be returned if not essential to the bid or contract record. It is unlawful for an employee, former employee or elected or appointed City official to use confidential information for actual or anticipated personal gain or the anticipated personal gain of another person.

50. **DEBARMENT OR SUSPENSION.** After reasonable notice to the person or business involved and reasonable opportunity for that person or business to be heard, the Director of Finance, after consulting with the City Attorney, is authorized to debar the person or business or cause from consideration for award of contracts. The debarment shall be for a period of not more than three (3) years. After consultation with the City Attorney, the Director of Finance is authorized to suspend a person or business from consideration for award of contracts if there is probable cause to believe that the person or business has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three (3) months. The causes for debarment include:
- A. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - B. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City Contractor;
 - C. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 - D. Violation of contract provisions, as set forth below, of a character which is regarded by the Manager to be so serious as to justify debarment action:
 - (1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for debarment;
 - E. Any other cause the Director of Finance determines to be so serious and compelling as to affect responsibility as a City Contractor, including debarment by another governmental entity.
51. **EQUAL OPPORTUNITY IN EMPLOYMENT. Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. Contractor shall:
- A. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.
 - B. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
 - C. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.
- City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.
52. **ASSISTANCE FOR MINORITY- AND WOMEN-OWNED BUSINESS.**
- A. It is the policy of the City to encourage and foster participation of minority- and women-owned businesses in purchasing and contracting and to assure that such businesses have an equal opportunity to compete.
 - B. The Procurement Services Division has a Supplier Relations Coordinator available to assist minority- and women-owned businesses: in completing supplier applications; in becoming acquainted with the City purchasing system, departments and Buyers; by providing advice and information on previous bids and bid prices; and assisting in resolving problems on such matters as specifications, bid terms, and bonding requirements.
53. **ASSIGNMENT OF CONTRACT AND CLAIMS.** A contract or purchase order or the proceeds thereof may not be assigned without the written permission of the Manager.
54. **ASSIGNMENT OF ANTITRUST RIGHTS AND INTEREST.** Submission of this bid constitutes an assignment by the bidder to the City of all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as a result of or in relation to the particular goods or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.
55. **COMPENSATION INSURANCE.** The Contractor shall furnish adequate compensation insurance to cover all employees furnishing materials and/or services referred to in attached contract to the City and under the control of the Contractor, and shall relieve and hold the City harmless from any costs due to accidents or other liabilities mentioned in the Worker's Compensation Act. If requested, Contractor shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of such insurance policies herein referred to.
56. **CLAIMS.** Supplier agrees to defend, protect and save the City harmless from any claims and actions arising out of patent infringements and product liability.
57. **LABOR PRACTICES.** The supplier agrees to comply with all Federal and State Laws, and City Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.
58. **LIABILITY AND INSURANCE**
- A. The Contractor shall be:
 - (1) liable to the City for loss of or damage to property, real and personal, owned by the City or for which the City is liable;
 - (2) responsible for, and hold the City harmless from, loss of or damage to property not included in (1) above; and
 - (3) responsible for, and hold the City harmless from, bodily injury and death of persons, occasioned either in whole or in part by the negligence or fault of the Contractor, his officers, agents, or employees in the performance of work under this contract. For the purpose of this clause, all cargo loaded or unloaded under this contract is agreed to be property owned by the City or property for which the City is liable. The amount of the loss or damage as determined by the Buyer will be withheld from payments

otherwise due the Contractor. Determination of liability and responsibility by the Buyer will constitute questions of fact within the meaning of the paragraph 38, DISPUTES. The general liability and responsibility of the Contractor under this clause are subject only to the following specific limitations.

B. The Contractor shall not be responsible to the City for and does not agree to hold the City harmless from loss or damage to property or bodily injury to or death of persons if the damage, injury or death resulted solely from an act or omission of the City or employees of the Contractor acting within specific directions of the Buyer.

C. The Contractor shall at his own cost and expense, defend any suits, demands, claims, or actions, in which the City might be named as a codefendant of the Contractor, arising out of or as a result of the Contractor's performance of work under this contract, whether or not such suit, demand, claim, or action arose out of or was the result of the Contractor's negligence. This shall not prejudice the right of the City to appear in such suit, participate in defense and take such actions as may be necessary to protect the interest of the City.

D. The Contractor shall agree to meet all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under any of the said respective laws by and duly authorized Federal, State, or local official; and agree to indemnify and save harmless the City from such contributions or taxes or liability therefor.

E. Place of Suit. This contract is executed in the city of Kansas City, Missouri. Any action at law, suit in equity, or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted and prosecuted only in courts located in the city of Kansas City, Missouri. Each party to this contract has waived the right to change of venue.

F. Law Governing. This contract shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

G. When specifically requested by the Buyer in the solicitation and purchase order, the Contractor shall, at his own expense, procure and maintain the following insurance with a company acceptable to the Director of Finance or his designated representative. Further, the City shall be named as an additional insured on insurance coverages (2) and (3) below.

- (1) Standard Worker's Compensation and Employer's Liability Insurance and Longshoremen's and Harbor Worker's Compensation Insurance, or such of these as may be proper under applicable state or Federal statutes. The Contractor may however, be self-insurer against the risk if he has obtained the prior approval of the Buyer. This approval will be given upon receipt of satisfactory evidence that the Contractor has qualified as such self-insurer under applicable provision of law.
- (2) Bodily injury liability insurance in the amount stated in the solicitation for any one (1) occurrence and for an aggregate amount per Occurrence.
- (3) Personal injury liability insurance when applicable in the amount stated in the solicitation for any one occurrence and for an aggregate amount.

H. All policies of insurance required under the terms of this contract shall, by appropriate endorsement or otherwise, provide that no cancellation thereof shall be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof has been given to the Buyer.

I. Satisfactory evidence of the required insurance endorsed to show the City named as an additional beneficiary and requiring a mandatory thirty (30) day cancellation notice shall be filed with the Buyer prior to performance of any work under this contract. No contract will be considered fully executed until proof of insurance is received. The City has the right to disqualify an otherwise successful bid or cancel a term contract if proof of insurance is not provided within the time requested. Insurance coverage will be considered acceptable when provided in one (1) of the following methods:

- (1) By issuance of an original policy designating the Contractor and the City, by name, as the insured parties under the provisions of the policy.
- (2) By endorsement to an original policy, which endorsement shall extend to the City, by name, the same coverage and protections stipulated in the paragraph above.
- (3) By separate contingent policy providing the required insurance coverage for the protection of the City, by name.
- (4) By issuance of standard Certificate of Insurance modified to show the City as an additional named insured and requiring a thirty (30) day mandatory cancellation notice. The Buyer shall provide a blank modified certificate form to the Contractor.

J. It is expressly agreed that the provisions contained in G. to I. of this clause shall not in any manner limit the liability or extent of liability of the Contractor as provided in A. to D. of this clause.

K. In the event that the Contractor is indemnified, reimbursed, or relieved for any loss or damage to City property, he shall equitably reimburse the City. The Contractor shall do nothing to prevent the City's right to recover against third parties for any such loss, or damage and, upon the request of the Buyer, shall at the City's expense, furnish to the City all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the City) in obtaining recovery.

59. CLAUSES APPLICABLE TO TERM SUPPLY AND SERVICE CONTRACTS.

A. Term Supply or Service Contract Defined. A formal contract made by the City with a supplier to purchase repetitive and estimated requirements of products or services from a supplier to be ordered and supplied as needed for a bid price over a period of time stated in the contract. The contract may be exclusive with one (1) Contractor or open to further competition. Approximate Quantities. This bid proposal is based on estimated quantities and it is understood that the estimates are prepared by the City officials for the purpose of comparison of bids, and that the estimated quantities are not guaranteed but are approximate only, and the City reserves the right to increase or diminish the same, or to omit any one or more items, as the Manager may deem desirable.

B. No financial obligation shall accrue against the City until a purchase order is issued encumbering funds.

C. Multiyear term contracts and options to extend term contracts are subject to paragraph 60, ANNUAL APPROPRIATION OF FUNDS.

D. Modifications to term contracts may be made by mutual written agreement; however they must be within the scope and intent of the original contract.

60. ANNUAL APPROPRIATION OF FUNDS.

A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Manager is aware of the non-appropriation of funds, however failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or paragraph 39, TERMINATION FOR DEFAULT, of these INSTRUCTIONS AND CONDITIONS. The City, has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

INVITATION FOR BID

Bid No.: EV2959 -04

Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

BID DUE: 07/12/2022* AT 10:00 AM CDT

Ronnell E. Simpson, Sr
Senior Procurement Officer
City of Kansas City, Missouri
6300 East 63th Street
Kansas City, MO 64130
Telephone Number: (816) 513-0805
E-mail: ronnell.simpson@kcmo.org

READ CAREFULLY THE ATTACHED INSTRUCTIONS AND CONDITIONS ON PAGES A-1 TO A-7.

- Bids are subject to all conditions listed on this form and any attachments.
- Bids must be on this form 1215-035C.
- Each Bid must be returned signed and sealed in a separate envelope with the bid number, bid closing date and hour shown on the face of the envelope. Multiple copies, when requested, may be packaged together and should be marked Original and Copy #1, etc.



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STANDARD INSTRUCTIONS AND CONDITIONS

Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

1. INTENT

It is the intent of the City to solicit competitive bids for Fabrication, Installation and Repair of New and Existing Truck Mounted Equipment and Accessories for the City of Kansas City, Missouri.

The list of equipment types the City may request purchase quotation of include, but are not limited to: dump-beds, utility beds, line bodies, flatbed bodies, plows, spreaders, cranes, lighting accessories and van interiors in various configurations and sizes. The vendor must be willing and able to service any equipment it provides on an original purchase agreement.

Additionally, the vendor may be asked to work on truck mounted equipment including but not limited to cranes, bucket or man lifts, hot box bodies and equipment, road-patchers, truck-mounted camera equipment & lighting, paint strippers, cement mixer bodies, trash-packer bodies, lift gates, utility bodies, and assorted cranes and sewer cleaners. The City will recognize each Supplier's product-line capabilities and limitations.

The list of manufacturers for this equipment may include, but are not to be limited to: Warren, Heil, Leach, Wildcat, Hercules, Vactor, Altec, Duralift, Aquatech, McNeilus, Tesco, Lemco, Vac/All, Vac/Con, Seca 800HPRTV (Camera equip.) Camel Jet, Prentice, Elgin, Henderson, Henke, Boss, Component Technology, Vanir, Hippo Multipower and Force America.

Each response to this bid shall include the Supplier's current product lines, and the supplier shall notify the City Fleet Services Division as any products are brought on or eliminated.

Services to be provided (examples):

- 1.1 Installation of new bodies and truck operated components
- 1.2 Transfer and rebuilding of truck bodies and specialty equipment
- 1.3 Repair and service on upfit hydraulic and electric truck systems
- 1.4 Fabrication or repair of aftermarket body components.
- 1.5 Various repair welding and fabrication of truck upfit components.
- 1.6 Painting or repainting of aftermarket truck bodies.
- 1.7 All other general service to truck mounted equipment and components

2. AWARD

Award will be made in the best interest of the City of Kansas City, Missouri to the lowest and best responsive and responsible Bidder. . (Multiple contracts may be awarded, if it is determined to be in the best interest of the City).



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3. RENEWAL OPTIONS

- 3.1 The period of performance under the contract is for one (1) year at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price for an additional four (4) one-year periods.
- 3.2 The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- 3.3 The option year prices will be determined by the Buyer by negotiation with the Supplier. **(Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)**

4. ORDERING AND SHIPPING INSTRUCTIONS AND LIMITATIONS

- 4.1 Products/services needed by the City will usually be ordered against a blanket purchase order issued by the Procurement Services Division. The purchase order will be for a stated dollar amount and will terminate at time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract.
- 4.2 The City department named in the "Ship to Address" on the purchase order is required to provide the Supplier with the names of persons authorized to place orders against the contract. Personnel picking up merchandise must show an official City of Kansas City, Missouri identity card, and provide the purchase order number to the Supplier at the time of pick up.
- 4.3 Any material still on back order thirty (30) days beyond the expiration of the contract or the order date may be considered cancelled and any subsequent deliveries will be refused.

5. TAX CLEARANCE FOR CITY

Prior to the City making the first payment under any contract or contract renewal term, Supplier must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Bidders may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.org>

6. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's Certificate of Good Standing from the Missouri Secretary of State's website. www.sos.mo.gov



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7. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's valid business license. Bidders may obtain this business license from the City's Revenue Division/Business License section at <http://www.kcmo.org> or (816) 513-1135.

8. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the City and included in this IFB, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

9. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Bid, Bidder affirms that Bidder and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Bid to be rejected.

10. SUPPLIER PRICING GUARANTEE

The contracting Supplier guarantees that as a certified Supplier of the City, and by entering into this agreement, agrees not to sell to any other governmental agency at lower prices than specified in this contract. If lower prices are offered to other governmental agencies for the same product or service, then those same lower prices will be offered to the City and the contract modified to reflect the lower price change.



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11. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

(a) Buy American Preference

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Bidder's responsibility to claim these preferences.

12. NON-PERFORMANCE OPTION TO TERMINATE

The City reserves the right to terminate the contract for non-performance if service is deemed unacceptable or not in accordance with the listed specifications. The date of termination shall be stated in written notice to the Supplier. The City shall be the sole judge of non-performance under the contract.

All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified.

13. CONTRACT EXTENSION

This contract may be extended by the City at its sole option under the same terms and conditions despite the expiration of the original contract or any option to renew as long as the contract has not been expired for more than ninety (90) days.

14. CERTIFICATE OF INSURANCE

The successful Bidder is required to furnish evidence of the following insurance in accordance with paragraphs 58G to 58I, INSTRUCTIONS AND CONDITIONS. Satisfactory evidence of insurance will be required by completion of a Certificate of Insurance or by other means outlined in Paragraph 58 G through I. Certificates must be provided within twenty-one (21) calendar days after receipt of a request for an insurance certificate. Work may not commence until the Certificate of Insurance showing evidence of contractual liability is received. Failure to provide the Certificate



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in a timely manner may be grounds for disqualification of a bid or default of a contract. Payment of invoices will be withheld until the Certificate is approved.

- 14.1 The City's Certificate of Insurance form has all City required language included. An insurance agent must indicate coverage and complete and sign the form. The coverage requirements are as follows:

General Liability:

\$1,000,000 Combined Single Limit per Occurrence, and
\$2,000,000 aggregate per Occurrence

Automobile Liability:

\$1,000,000 Combined Single Limit per Occurrence

Workers' Compensation and Employer's Liability shall meet statutory requirements.

- 14.2 If an alternate non-standard City form for insurance certification is utilized, it must:

Name the City of Kansas City, Missouri as the certificate holder;

Name the City of Kansas City, Missouri as an additional insured; and

Provide cancellation notification to the City thirty (30) days before cancellation.

Standard cancellation clauses must have the wording "endeavor to" or "try to" deleted.

Any reference absent of obligation for failure to notify certificate holder must be deleted.

- 14.3 Please refer to the front of this document for the name of the Buyer and the Bid Number. This information must be included on your Insurance Certificate and/or Bid/Performance Bond.

15. GREEN, ECO-FRIENDLY, SUSTAINABLE INITIATIVES

It is the desire of the City of Kansas City, Missouri to purchase and use as much "green, eco-friendly, sustainable" product as possible. From a "Lifestyle" perspective, this could include: Product Content, Pre-Manufacture, Manufacture, Product Design, Packaging and Distribution, Use/Re-use and Maintenance, and Waste Management.

The City recognizes EnergyStar, GreenSeal, and UL Environmental among others.

16. EMERGENCIES

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, Supplier shall provide special services to the City including Supplier shall open Supplier's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.



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- (c) Supplier shall not charge City any fee for opening facilities during an emergency or for extending Supplier's hours of operation during a disaster. City shall pay Supplier the agreed upon contract prices for all purchases made by City during the disaster and Supplier shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Supplier shall quickly mobilize Supplier's internal and external resources to assist City when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, Supplier's facilities shall stay open 24 hours if requested by the City. Supplier shall utilize additional Supplier personnel to take City orders if necessary. Supplier's Call Center shall accept phone orders 24 hours a day.
- (f) Supplier shall have contingency plans with Supplier's suppliers to provide additional supplies and equipment quickly to City as needed.
- (g) Supplier shall cooperate with City to properly document any and all expenses incurred by City with Supplier and Supplier shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

17. BID INFORMATION

The public bid opening will be held on **07/11/2022 at 10:00 PM (CDT)** at the address listed below. Bids are mailed to the following address:

Ronnell E. Simpson, Sr.
Senior Procurement Officer
Procurement Services Division
City of Kansas City, Missouri
6300 E. 63rd Street
Kansas City, MO 64130

The bid results will be available thirty (30) days after the bid opening. Please contact Senior Procurement Officer at ronnell.simpson@kcmo.org

18. QUESTIONS AND ANSWERS

For further information or clarification, any and all questions must be submitted in writing via e-mail or faxed as follows to:

Ronnell E. Simpson, Sr.
Senior Procurement Officer

FAX: (816) 513-1156
E-mail: ronnell.simpson*@kcmo.org



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All questions submitted will be answered in writing. If your question results in a change in the Specifications, an Addendum will be sent to all prospective Bidders.

The deadline for questions concerning this IFB IS **June 06*, 2022 at 10:00 a.m.**



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SPECIAL INSTRUCTIONS AND CONDITIONS

1. PRICING AND PAYMENT

- 1.1 Pricing structure is to be firm and fixed for the period of the contract.
- 1.2 Prices for goods and services will submitted be as per items listed in PAGE 13.
- 1.3 Price quotations for parts and quoted components shall be submitted at a "cost +" percentage. The invoiced pricing of these goods shall be supportable at any time via submission of your equipment provider's invoicing, and must be relinquished upon request.
- 1.4 The City is under no obligation to pay invoices in excess of the purchase order limitations. Departmental personnel do not have the authority to order in excess of the purchase order amount. The Supplier will not sell to any department in excess of the purchase order amount.

2. MATERIAL SPECIFICATIONS

All material used will be new. **No** salvaged material is to be used for this Contract except as specified or pre-approved by an authorized City of Kansas City, MO. Fleet Services representative



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SPECIFICATIONS

Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

1. SERVICE CALLS

Emergency service may be required twenty-four (24) hours per day, seven (7) days per week. If the supplier should have the inability to perform during certain times, those exceptions must be clearly defined and submitted prior to contract acceptance

2. REPAIR ORDERS

2.1 Authorization of Work

All work performed under this contract must be covered by a purchase order with proper certification of funds and a sufficient fund balance. Under no circumstances will work be performed that is not funded and authorized in advance. Any work performed that is not covered by a purchase order will be at the Supplier's risk and expense.

2.2 Repair Cost Estimates

2.2.1 Prior to commencing work, a work order cost estimate will be prepared and submitted to the department ordering work under the contract. The estimate must be reviewed and approved by a departmental supervisor. The estimate may become a part of a purchase order issued for a single repair work order or be approved as part of a series of work orders issued against a blanket purchase order.

2.2.2 Repair estimates will be as firm and accurate as is possible without equipment disassembly and without delay to secure finite parts price from manufacturers. These costs will be referred to as the target cost.

2.2.3 Repair estimates will contain a ceiling cost. The ceiling cost may not be exceeded without the written authorization of the departmental supervisor. When, during the course of a repair job, it becomes apparent that the ceiling cost will be exceeded, the Supplier will immediately inform the departmental supervisor who approved the estimate, and prepare a new estimate with a revised target cost and a new ceiling cost. The revised estimates must be approved prior to incurring costs beyond the previously agreed ceiling cost.

2.2.4 Labor hour costs will be at the rate shown in this contract or lower

2.2.5 Formal cost estimating will be waived for emergency road services. The Supplier shall work the emergency call per the attached pricing schedule. It is expected that the Supplier shall contact the responsible City supervisor with a courtesy/informal synopsis of damages and verbal estimated costing prior to commencing repairs. The City shall use emergency services only as necessary to make the affected equipment transportable, to facilitate permanent repairs in a shop setting.



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- 2.2.6 Any submitted invoicing related to repair of existing equipment must reference the City's job-assigned OWA (Outside Work Authorization) number.

2.3 New equipment orders

- 2.3.1 New equipment builds shall be awarded taking into account product line, lead time, past Supplier performance and quote pricing. It will be the sole discretion of the of the City's Fleet Services Division to determine which Supplier best serves the particular need the equipment will fill.
- 2.3.2 The City shall provide the Supplier with anticipated unit quantity at the time of quote request to facilitate volume pricing quotations.
- 2.3.3 Equipment quotes submitted to the City in response to these requests shall be firm and fixed per this contract, and shall reference this contract.
- 2.3.4 Parts and components used in the upfit shall be priced on a "cost +" percentage as disclosed on the following schedule.
- 2.3.5 Upfit labor shall be priced as disclosed on the following schedule.
- 2.3.6 Submitted quotes will include component and labor pricing disclosure. Ad Valorem charges (nuts, bolts, wire, assembly lube, spray-paint, misc. wiring, & other small parts), shall be disclosed as a **SHOP CHARGE** line item on the quote

2.4 Stop Work Orders

- 2.4.1 The City reserves the right to order, in writing, that all work cease on the work order.
- 2.4.2 The City will be obligated only for work performed up to the issuance of the stop work order.

3. REPAIR ORDER/INVOICE PAYMENT

- 3.1 A fully itemized work order and/or delivery receipt will be submitted to the department at the time delivery. It will contain detailed labor hours, (per repair line) price list of parts used, repair comments and other costs.
- 3.2 The vendor shall submit a courtesy invoice for all warrantable and 3rd party payable invoices. The invoice will clearly state \$0.00 balance and define the scope of work and repair performed so that we may track the repair.
- 3.2 Final payment will be made only after delivery of the equipment and completion of the final acceptance inspection.



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3.3 Invoices submitted for payment will reference and have attached a copy of the work order or purchase order, as applicable.

3.4 The City is obligated to promptly pay all valid invoices and to take prompt action to resolve any differences in regards to acceptance of work and payment.

4. **WARRANTY**

The Vendor shall provide complete warranty information to the City department on all repair parts and labor repairs whether or not payment is made to the Vendor. For the City to be in compliance with state law concerning maintenance documentation, it is imperative that the City receive copies of all invoices, non-warranty or otherwise.

5. **GUARANTEE**

All work will be guaranteed against any defect due to faulty material and/or workmanship. Replacement of defective parts and performance of additional labor shall be done at no cost to the City.



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CLASS/ITEM CODES(S)	ITEM NO.	ITEM AND SPECIFICATION	
		<u>PRICING</u>	
		WE HAVE READ THE INSTRUCTIONS & CONDITIONS, AND PROPOSE TO FURNISH GENERAL MOTORS MANUFACTURED VEHICLES REPAIR, MAINTENANCE, PARTS AND SERVICE	
	1.	NEW WORK, FABRICATION AND UPFIT LABOR/SHOP	\$ 105.00 HR__
	2.	EXISTING EQUIPMENT REPAIR AND MODIFICATION LABOR/SHOP	\$ 142.00 HR__
	3.	EXISTING EQUIPMENT REPAIR/FIELD RATE	\$ N/A_____
	4.	SERVICE-CALL CHARGE, IF APPLICABLE, FIELD	\$ N/A_____
	5.	MILEAGE CHARGE FOR SERVICE CALLS	\$ N/A_____
	6.	SHOP CHARGE PRICING STRUCTURE (FIXED/PERCENTAGE OR CALCULATED – IF APPLICABLE)	\$ _____
	7.	FREIGHT IN (COST PLUS %, IF APPLICABLE, N/A IF NOT)	N/A _____ %
	8.	REPAIR PARTS PRICING DISCOUNT-(COST PLUS %)	30 _____ %
	9.	NEW WORK PARTS PRICING (COST PLUS %)	15 _____ %



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SUPPLIER INFORMATION

1. OTHER ITEM DISCOUNTS

Please state the City contract discount from the Manufacturer's Current Price List.
Buyers Products

Percentage Discount: 10 _____ %

2. HOURS OF OPERATION AND LOCATION

Monday through Friday 8:00 _____ a.m. to 5:00 _____ p.m.

Holidays and Weekends N/A _____ a.m. to _____ p.m.

Contact Name Chip Pointer _____

Telephone Number 816-231-9995 _____

Cell Phone Number 816-301-0406 _____

Address of Service Location(s) 2012 Television Place Kansas City, Mo 64126 _____

3. DELIVERY SERVICES

Indicate advance notice required prior to delivery: _____ 1 Hours

State normal delivery schedule: M-F 7:00 to 3:30 _____

State minimum order value to qualify for free delivery: \$ N/A _____

State cost of delivery if less than minimum order value: \$ N/A _____



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4. AUTHORIZED SIGNATURE

By submission of the IFB, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this bid have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the bid and to execute any resulting contract awarded as the result of, or on the basis of, the bid;
- Bidder will not withdraw the bid for ninety (90) days;

* * *

By the below signature, I hereby certify that I have both the legal authority from my company and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: **Chip Pointer**_____

Signature: _____

Title: **Sales Account Manager**_____

Company Name: **Kranz of Kansas City**_____

Address: **2012 Television Place**_____

City, State, Zip: **Kansas City, Mo 64126**_____

Telephone Number: **816-231-9995**_____

Fax Number: **816-920-6226**_____

E-mail Address: **cpointer@kranzkc.com**_____

E-mail Address for Purchase Orders: **cpointer@kranzkc.com**_____

Date: **6/17/2022**_____



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ADDITIONAL INFORMATION

1. CONTRACT PERIOD

The **initial** contract period shall be from August 1, 2022 through July 31, 2023.

2. RENEWAL OPTIONS

	OPTION YEAR	DATE RANGE OF RENEWALS	PRICES BID TO REMAIN FIRM & FIXED PRICING?	
			YES	NO
2.1	One	August 1, 2023 through July 31, 2024	X *	
2.2	Two	August 1, 2024 through July 31, 2025	X*	
2.3	Three	August 1, 2025 through July 31, 2026	X *	
2.4	Four	August 1, 2026 through July 31, 2027	X*	
2.5	Five	August 1, 2027 through July 31, 2028	X*	

3. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

YES X _ NO _____

***Price increase not to exceed annual producers price index**



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5. **EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF Missouri)
COUNTY OF Jackson) ss

On this 21 day of June, 2022 before me appeared Ryan Pointer, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Sales Account Manager (title) of Kranz of Kansas City (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. The documentation will consist of the first and last pages of the E-Verify Memorandum of Understanding that the Contractor obtained upon successfully enrolling in the program.



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I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

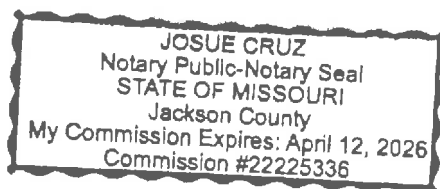
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.


Affiant's signature

Subscribed and sworn to before me this 21 day of June, 2022


Notary Public

My Commission expires: 4/12/26



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* To return to the search results, click the **Go Back** button.

* If available, you can view more details about a contract by clicking on the link(s) in the **Contract View** section below the **Contact** information.

Contract Details

[Go Back](#)

Contract Number: EV2959-4

Contract's Estimated Annual Value: \$500,000.00 * **Current contract year anticipated spend.**

Contract Supplier: Kranz of Kansas City

Description: Fabrication, Installation and Repair of New and Existing Truck Mounted Equipment and Accessories

Expiration Date: 11/30/2025

Department: General Services

Contact: Samira Sanni, (816) 513-0851 or Samira.Sanni@kcmo.org

Real Estate/Economic Development Contract: No

Contract View: [Contract_MOD 2_EV2959-4_fabrication_and_Repa.pdf](#)
[EV2959-4 KRANZ.pdf](#)

* Powered by the General Services Information Technology Division *

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order for \$130,555 to S4 Water Sales and Service, LLC for Filter 1 Media Replacement for the Courtney Bend Water Treatment Plant. **Approved**

Recommendations:

Council approval is recommended.

Background:

Filter #1 is undergoing a full filter rehabilitation, and this project is for the removal and installation of the filter media beds. Rehabilitation of the filter media beds will ensure increased efficiency of filtration and lead to continued safe and clean drinking water.

It is Municipal Services staff's recommendation that the bid submitted by S4 Water Sales and Service, LLC. in response to City Invitation to Bid (ITB) #25036 in the amount of \$130,555.00 be accepted by the City. The value of this recommendation reflects the summation of pricing submitted by S4 Water Sales and Service for line items one and two.

The Procurement Division of the Finance and Administration Department issued ITB #25036 on August 6, 2025. The ITB was publicly available through the City's e-bidding service provider, Public Purchase. There were 624 bidders notified of the ITB and forty (40) downloaded and accessed the bid.

The City received two bids in response to ITB #25036. Upon review by staff, it was determined that the bid submitted by S4 Water Sales and Service, LLC. met the requirements specified, and was the lowest, best bid received. S4 Water Sales and Service, LLC. appear to possess the necessary capability and capacity to successfully perform the work required.

This project is a budgeted line item in the Municipal Services' fiscal year 2025-2026 operating budget.

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 \$130,555.00. Funding for Filter 1 Media Replacement is included in the fiscal year 2025-2026 Proposed Budget, page 188, account number (0404815-5212) Other Maintenance Services.

Council Action:

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

REVIEWERS

Richard Kemple
Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Bid Tab - ITB #25036 - Filter No. 1 Media Replacement

Invitation To Bid #25036 - Filter No. 1 media replacement
 Bid Closing Date - August 20th, 2025

Vendor					All Service Contracting Corp.		* S4 Water Sales & Service, LLC *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
Line Item No. 1)	Remove filter media from Filter No. 1.	Provide for all labor, equipment, materials, and services required and as specified for performance of the removal of filter media from Filter No. 1.	1	Lump Sum	\$94,997.50	\$94,997.50	\$53,660.21	\$53,660.21
Reference #							MS26-709	
Line Item No. 2)	Supply and install filter media to Filter No. 1.	Provide for all labor, equipment, materials, and services required and as specified for the supply and installation of filter media to Filter No. 1.	1	Lump Sum	\$94,997.50	\$94,997.50	\$76,894.79	\$76,894.79
TOTAL					\$189,995.00		\$130,555.00	

* S4 Water Sales & Service recommended for award based on being the apparent low bidder.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested for the purchase of a Precision/Spartan Custom 4-Door Heavy Duty Extruded Aluminum Top Mount Pumper for \$953,100.00 for the Independence Fire Department. **Approved**

Recommendations:

Council approval is recommended.

Background:

The Independence Fire Department proposes to use budgeted monies from our Capital Projects under the Fire Public Safety Sales Tax in the 2025-2026 Adopted Budget. A proper evaluation of the Fire Department fleet will need to be conducted closer to the delivery date to determine which Pumper will be replaced. It is currently projected to replace an aging 2014 Reserve Pumper. Purchase is through a cooperative contract with Precision Fire Apparatus.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the city is \$953,100.00. Funding for this item is adopted in the 2025-2026 budget, page 213, account number 0537053-5404.

Council Action:

Department / Contact	Fire Department /
---------------------------------	-------------------

REVIEWERS

Jimmy Walker
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. HGAC Contract Worksheet with additional page



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract
No.:

FS12-23

Date
Prepared:

7/28/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Independence Fire Department	Contractor:	Precision Industries, Inc.
Contact Person:	Battalion Chief Tony Champagne	Prepared By:	Brad Johnston
Phone:	816-325-7123	Phone:	573-346-8387
Fax:		Fax:	573-346-7015
Email:	achampagne@indepmo.org	Email:	bjohnston@precisionfireapparatus.com

Product Code:	Spartan Pumper 2	Description:	Precision/Spartan Metro-Star 4 Door Pumper
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$773,775.00
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
MS-1521-002 - Cab Paint Exterior - Two tone	2,133.74	MS-5317-144 Front Scene - Spectra	4074.92
MS-1640-002 - Cabin air filtration	1,964.99	PH-14-005 - Ladder Storage in the rear	5245.88
MS-5402-029- (14) Side Warning Lts Whelen M6 \$713.59 ea	9,990.26	PH-22-001 - David Clark U3800 Intercom System	7164.47
MS-8101-200 - Occupant Protection System	8,338.26	MS-5503-022 - Q2B Siren	3,952.75
MS-3801-002 - Tire chains On-Spot	5,128.85	MS-3112-018 - Fuel Cooler	1217.51
MS-2201-029 - Front bumper - Severe duty	4,626.73	MS-1608-006 - Cab Circulation Fan Front	610.82
MS-2206-021 - Front bumper paint	1,929.79	MS-1310-041 - Engine mounting plate	3826.45
		MS-5202-173 - Kussmaul	2084.05
PH-16-9 - (2) Slidemaster Alum Tray -\$1,255.71 ea	2,511.42	MS-5306-118 - Side Scene Lights	7332.99
MS-3501-045 - Air Ride Suspension	8,179.86	Subtotal From Additional Sheet(s):	\$43,891.86
MS-4001-013 - Aux Lube System	6,144.47	Subtotal B:	130,350.07

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Chassis Customization -Cummins 500 HP X12 Engine	46,974.93	Subtotal From Additional Sheet(s):	
		Subtotal C:	46,974.93

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	5%
---	--	-----------

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)	\$951,100.00
--	--------------

Quantity Ordered:	1	X Subtotal of A + B + C:	\$951,100.00	=	Subtotal D:	\$951,100.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	\$2,000.00
---	--------------------	------------

Description	Cost	Description	Cost
		Subtotal F:	-

Delivery Date:	2nd Quarter 2027	G. Total Purchase Price (D+E+F):	\$953,100.00
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Published Options - Additional Sheet

Description	Cost
PH-3-4 - Pony Suction (Qty 2)	3,298.36
PH-5-1,2,3,4,5&6 - Booster Reel with discharge, hose & nozzle	7,719.51
PH-6-18 - Pump heater	1,797.65
PH-7-19 - Mansavers (Qty 2)	1,312.00
PH-9-3 - Painted ROM doors	4,017.65
PH-9-25 - Superman Compartments (qty 4)	5,540.72
PH-10-3 - Treadplate hosebed cover	4,537.88
PH-10-10 - Lighted folding steps (qty 12)	4,307.28
MS-3005-004 - Midship pump jackshaft	1,559.15
PH-16-5 - Slide out toolboards (qty 3)	4,155.54
PH-18-23 - Arrowstick	2,208.94
MS-3205-014 - Brake System	3,437.18
	<u>43,891.86</u>

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order for \$266,255.00 to Mongan Painting, LLC (Mongan) for the replacement of the protective coatings system of Filter #1 for the Courtney Bend Water Treatment Plant. **Approved**

Recommendations:

Council approval is recommended.

Background:

The Courtney Bend Water Treatment Plant (CBWTP) utilizes 14 steel structured filters in the treatment process. Over time, the protective coating begins to wear, causing corrosion to the existing steel structure which leads to extensive downtime and other costly repairs. Replacing the protective coating will alleviate those potential issues, ensuring that the plant can operate at full capacity to ensure clean and safe drinking water.

It is staff's recommendation that the bid submitted by Mongan Painting, LLC. In response to City Invitation to Bid #25042 in the amount of \$266,255.00 be accepted by the City. The value of this recommendation reflects the summation of pricing submitted by Mongan Painting, LLC. for line items one through three.

The Procurement Division of the Finance and Administration Department issued Invitation to Bid ("ITB") #25042 on August 7, 2025. The ITB was publicly available through the City's e-bidding service provider, Public Purchase. 607 potential bidders were notified of the ITB, 31 accessed the ITB.

The City received three bids in response to ITB #25042. Upon review by Municipal Services staff, it was determined the bid submitted by Mongan Painting, LLC. met the requirements specified, and was the lowest, best bid received. Mongan Painting, LLC. appears to possess the necessary capability and capacity to successfully perform the work required.

This project is a budgeted line item in the Municipal Services' Fiscal Year 2025-2026 operating budget.

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 \$266,255.00. Funding for the replacement of the protective coatings system of Filter #1 is included in the fiscal year 2025-2026 proposed budget, page 188, account number (0404815-5212) Other Maintenance Services.

Council Action:

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

REVIEWERS

Richard Kemple
Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Courtney Bend Water Plant - 14700 Cement City Road, Sugar Creek, MO - Google Map
2. Revised Bid Tab - ITB 25042

Google Maps Google Maps



Imagery ©2015 Google, Map data ©2015 Google 200 ft

Invitation To Bid #25042 - Replacement of Protective Coating System of Filter No. 1 at the Courtney Bend Water Treatment Plant
 Bid Closing Date - August 26th, 2025

Vendor					Allen Blasting and Coating		Genesis Environmental Solutions		* Mongan Painting, LLC *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1)	Surface prep and application of new protective coating system to Filter No. 1's interior surfaces.	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to Filter No. 1's interior surfaces.	1	Lump Sum	\$226,608.00	\$226,608.00	Non-responsive	Non-responsive	\$200,000.00	\$200,000.00
2)	Surface prep and application of new protective coating system to Filter No. 1's exterior surfaces.	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to Filter No. 1's exterior surfaces.	1	Lump Sum	\$120,630.00	\$120,630.00	Non-responsive	Non-responsive	\$50,000.00	\$50,000.00
3)	Surface prep and application of new protective coating system to Filter No. 1's exterior concrete surfaces.	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to Filter No. 1's exterior concrete surfaces.	1	Lump Sum	\$13,500.00	\$13,500.00	Non-responsive	Non-responsive	\$16,255.00	\$16,255.00

TOTAL \$360,738.00 Non-responsive \$266,255.00

* Mongan Painting, LLC recommended for award based on being the lowest responsive bidding contractor.

Genesis Environmental Solutions was non-responsive due to not providing requested documentation for the bid.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Game Time in the amount of \$161,977.66, for playground equipment for Santa Fe Park for the Parks and Recreation Department. **Item passes 6-0**

Recommendations:

Council approval is recommended.

Background:

The playground at Santa Fe Park is included in this year's budget for replacement. The playground is over twenty-five years old and at the end of its useful life. Due to age, we are unable to obtain replacement parts. This purchase will replace the playground with a new, modern playground.

The total cost of the playground is as follows:

Playground Structure \$89,047.24

Surfacing \$9,260.42

Installation \$63,670

Total Cost \$161,977.66

This price reflects a manufacturer's discount which Game Time refers to as a grant in their proposal.

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

This will be purchased using Omnia Contract #2017001134. Per section 8.06.004, Paragraph 4, of the City Code states competitive bidding is not required when purchases are made through a cooperative contractor established by a government purchasing entity or cooperative. The cooperative bids used have been established pursuant to RSMo.70.220 or generally accepted purchasing practices through the competitive bidding process.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$161,977.66. Funding is included in the FY 2025-26 Adopted Budget on page 137, account 0597059-5406.

Council Action:

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

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 176618-01_Proposal (1)

Proposal for

Santa Fe Park

Prepared by



Job# 176618
Santa Fe Park



800-438-2780 | cunninghamrec.com

Hello!

We are excited for the opportunity to work with you on your upcoming exciting new playground project! For almost 60 years, Cunningham Recreation has designed and built thousands of playgrounds for children of all ages and all abilities. We partner with municipalities, schools, architects and youth organizations to plan, design and build their vision from the ground-up.

Cunningham Recreation is the exclusive representative for GameTime park and playground equipment in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Texas, Tennessee, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

The following pages will provide greater detail about our proposal(s), more information on Cunningham Recreation and GameTime and how we can meet the goals of your project.

Please reach out with any questions or additional details. I look forward to working with you.

Sincerely,



Jeremy Martin
Sales Associate
816-206-2567
jeremy@cunninghamrec.com



About Cunningham Recreation and GameTime



Since 1929, GameTime has been a pioneer in the commercial playground equipment industry. GameTime has continued to bring meaningful research around the importance of play to the design, engineering, manufacture, and delivery of play equipment. GameTime Play Equipment's work has elevated industry standards on safety, physical and mental development, inclusion, and intergenerational interaction.

GameTime play systems, site furnishings and amenities are constructed from the highest quality materials and are backed by the industry's best warranty and customer service. Equipment is manufactured to meet current ASTM, CPSC and ADA guidelines for playground safety and accessibility.

For almost 60 years, Cunningham Recreation has been providing commercial park and playground equipment from design to construction. We are proud to serve as GameTime Play Equipment's exclusive representative in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Tennessee, Texas, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

Cunningham Recreation has adequate coverage in each territory to ensure our customers receive professional assistance and excellent customer service.

Range of Installation and Services

GameTime holds an ISO 9001 certification, which validates our high-quality manufacturing standards and our commitment to excellence in the design, production, installation, inspection and testing of our products. Our ISO 14001 certification supports our dedication to environmental sustainability and our commitment to eliminating waste, implementing recycling practices in our manufacturing facility, and offering recycled and recyclable products to our customers.

Cunningham Recreation specializes in complete park and playground solutions. We offer a full range of commercial park and play equipment for children of all ages and all abilities, and we have completed thousands of installations.

Cunningham Recreation offers a variety of resources and design approaches for planning and maintaining parks and playgrounds.



Both Cunningham Recreation and GameTime are considered leaders in the playground industry. Why not partner with a leader? Our research, design principles, innovative products and available resources are at your disposal.



SIGNATURE PROJECTS



Garcia Elementary School – Kansas City, MO

The Kansas City School District added this elementary school playground as the start of their renovations to their school play areas. This play structure features several climbers including the popular river rock climber, slides and ground level play events. It is completed with 2,000 sq ft of turf safety surfacing surrounded by ADA accessible sidewalks. and offers several climbers, slides and ground level play features.

Total Cost: \$120,000

Play It Forward Playground – Farmington, MO

This inclusive playground features 20,000 sq. ft. of poured- in-place rubber safety surfacing, shade, various sensory rich play areas including outdoor musical, a large fully accessible ramped play structure and freestanding play components including adaptive swings, GameTime Expression Swings, RoxAll Seesaw, ZipTrack and site furnishings.

Total Cost: \$600,000



Kade's Playground – Herculaneum, MO

Kade's playground is an inclusive GameTime playground themed around the giant Mt. Vesuvius Volcano, Herculaneum, and Pompeii in Italy. This GameTime playground is fully wheelchair accessible by ramps, features high back swings, a saucer swing, rubber safety surfacing patterned like flowing lava, slides, climbing features, sensory play including interactive panels and outdoor musical instruments.

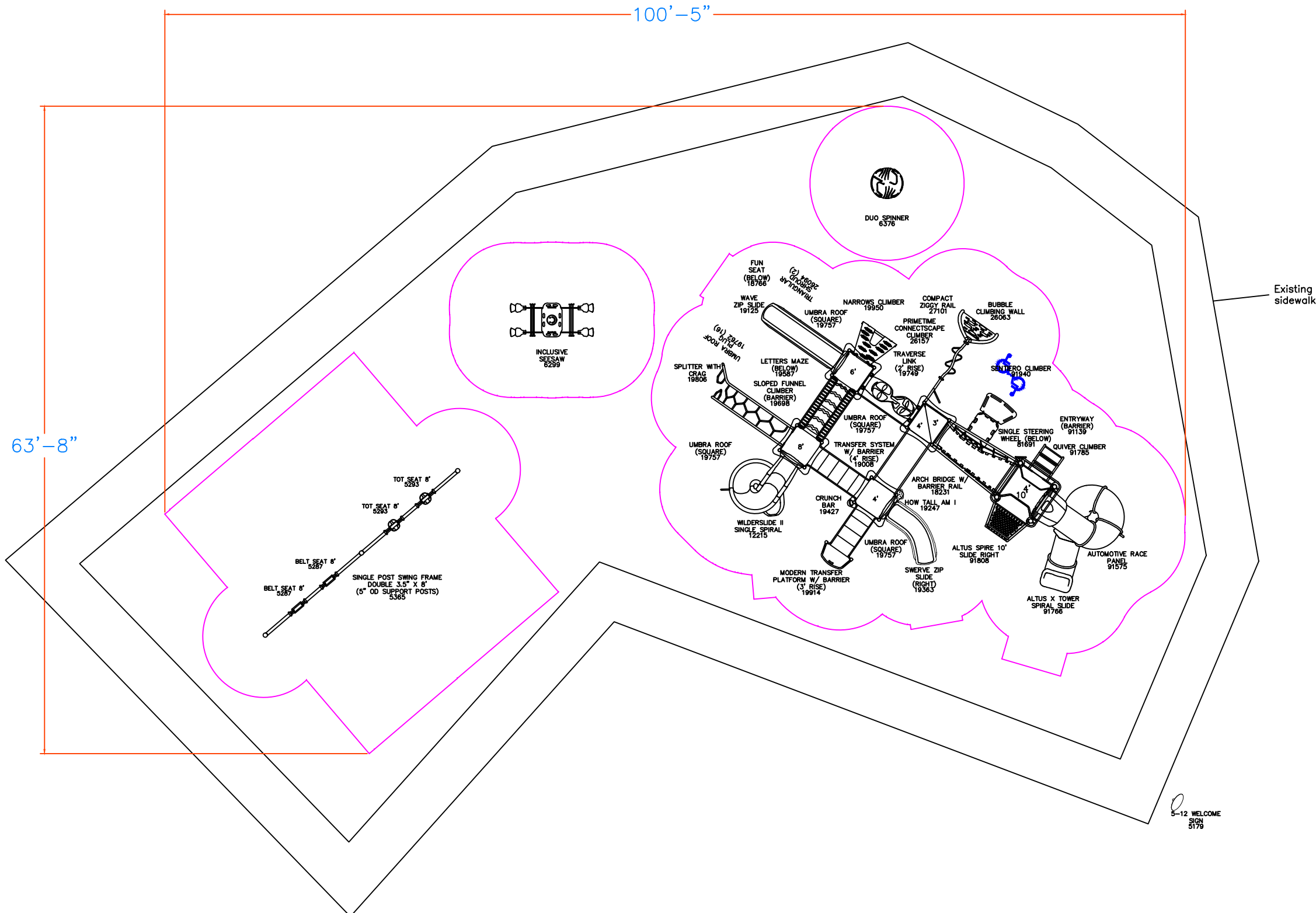
Total Cost: \$800,000



Santa Fe Park Independence, MO

Design • Build • PLAY!





SURFACING	
TYPE	EWF
SQ. FT.	4670
DEPTH	12"

0210

SCALE IN FEET

A PLAYCORE COMPANY
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

PROJECT TITLE:
Independence Parks and Recreation - MO
Independence, MO

REPRESENTATIVE:
Cunningham Recreation

Minimum Area Required:

This play equipment is recommended for children ages 5-12

DRAWING NO: 176618-01-01

DRAWN BY: KA

DATE: 8/4/2025

SHEET NO:



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

08/11/2025
 Quote #
 176618-01-01

Santa Fe Park - Equipment - Grant CWO

Independence Parks and Recreation - MO
 Attn: Will Feltrop
 2801 S. Santa Fe Road
 Independence, MO 64052
 United States
 Phone: 816-447-2740
 wfeltrop@indepmo.org

Ship to Zip 64052

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Hays Farm (PT25010) <i>Malibu - [Basic:(BZ)Bronze]</i> <i>Malibu - [Accent:(EB)Beige]</i> <i>Malibu - [Deck:Pvc:(BR)Brown]</i> <i>Malibu - [Tube:(SG)SpringGreen]</i> <i>Malibu - [RotoPlastic:(SG)SpringGreen]</i> <i>Malibu - [2ColorHDPE:(SH)SpringGreen/White]</i> <i>[Arch:(EB)Beige]</i> <i>Malibu - [Roof:(SG)SpringGreen]</i> <i>Malibu - [Roof2:(SG)SpringGreen]</i> <i>[HDPE:(SG)SpringGreen]</i> <i>[Accent2:(EB)Beige]</i>	\$130,703.86	\$130,703.86
		(2) 12023 -- 3 1/2" Uppt Ass'Y Alum 8'		
		(4) 12069 -- 3 1/2"Uppt Ass'Y Alum 14'		
		(8) 12077 -- 3 1/2" Uppt Ass'Y Alum 15'		
		(1) 12215 -- Crunch Bar Prime Time		
		(3) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(1) 18231 -- Arch Bridge W/Barrier		
		(1) 18766 -- Fun Seat 36"		
		(4) 18832 -- Umbra Roof Extensio 2'		
		(4) 18833 -- Umbra Roof Extensio 3'		
		(1) 19008 -- Transfer System W/Barrier (4')		
		(1) 19125 -- Wave Zip Slide (6')		
		(1) 19247 -- How Tall Am I		
		(1) 19363 -- 3'-6"/4'-0" Zip Swerve Slide Right		
		(1) 19427 -- Single Spiral		
		(1) 19587 -- Letters Maze Below Deck		
		(1) 19648 -- 12" Stepped Deck		
		(1) 19698 -- Sloped Funnel Climber Barrier (Dbl)		
		(1) 19749 -- Traverse Climber Link (2' rise)		
		(4) 19757 -- Umbra Square Roof		
		(16) 19762 -- Umbra Roof Plug		
		(1) 19806 -- Splitter 8'		
		(1) 19914 -- Modern Transfer w/Barrier 3' Rise		
		(1) 19950 -- Narrows Climber (5'-7')		
		(1) 26063 -- Bubble Climbing Wall Attachment		



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

08/11/2025
 Quote #
 176618-01-01

Santa Fe Park - Equipment - Grant CWO

Quantity	Part #	Description	Unit Price	Amount
		(2) 26094 -- Triangular Shroud		
		(1) 26157 -- 3'-0" Connectscape Climber		
		(1) 27101 -- Compact Ziggy Rail		
		(1) 81691 -- Single Steering Wheel		
		(1) 91139 -- Entryway - Barrier		
		(1) 91575 -- Automotive Race Panel		
		(1) 91766 -- Altus X Tower Spiral Slide		
		(1) 91785 -- 4' Quiver Climber		
		(1) 91808 -- Altus Spire 10' - Slide Right		
		(1) 91940 -- Sentiero Climber		
		(4) G12077 -- 3 1/2" Uprt Ass'Y Galv 15'		
		(4) G90273 -- 15' Upright, Galv		
1	RDU	GameTime - Primetime Single Post Swings <i>Malibu - [Basic: (BZ) Bronze]</i>	\$5,233.00	\$5,233.00
		(2) 5287 -- Belt Seat for 8' Toprail		
		(2) 5293 -- Enclosed Tot Seat for 8' Toprail		
		(1) 5365 -- 8' Single Post Double Swing Frame		
1	6299	GameTime - Inclusive Seesaw <i>Malibu - [2 Color HDPE: (SH) Spring Green / White] [Accent: (EB) Beige]</i>	\$9,633.00	\$9,633.00
1	6376	GameTime - Duo Spinner <i>Malibu - [Basic: (BZ) Bronze] [Roto Plastic: (SG) Spring Green]</i>	\$2,751.00	\$2,751.00
1	5179	GameTime - Welcome Sign (5-12) <i>Malibu - [Basic: (BZ) Bronze]</i>	\$774.00	\$774.00
1	178749	GameTime - Owner's Kit	\$92.08	\$92.08
1	2025 GT- Grant	MISC - 2025 GameTime Community Champions Grant- Grant Rules and Limitations: To qualify for up to 100% matching grant, list price of the qualifying playground system must exceed \$75,000, and payment in full must accompany your order. For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 80%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, and Modern City® systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, Challenge Course, KidCourse, and The Stadium®. VistaRope®, freestanding net structures, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be received and validated by the project administrator by October 17, 2025. GameTime reserves the right to decline any application for a GameTime grant. GameTime will accept grant orders until October 24, 2025, or until all eligible funds are disbursed, whichever comes first. Customers must be able to receive order by December 31, 2025, subject to transportation availability. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2025 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Other terms and restrictions may apply. Contact your local GameTime representative for complete details.		



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

08/11/2025
Quote #
176618-01-01

Santa Fe Park - Equipment - Grant CWO

Quantity	Part #	Description	Unit Price	Amount
Contract: OMNIA #2017001134			Sub Total	\$149,186.94
			Grant	(\$66,675.70)
			Material Surcharge	\$4,536.00
			Freight	\$2,000.00
			Total	\$89,047.24

Comments

* **MATERIALS ONLY:** Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

* **Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.**

* **Check payment required at time of order per grant terms.**

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

08/11/2025
Quote #
176618-01-01

Santa Fe Park - Equipment - Grant CWO

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$89,047.24**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

08/07/2025
Quote #
176618-02-01

Santa Fe Park - EWF - Grant CWO

Independence Parks and Recreation - MO
Attn: Will Feltrop
2801 S. Santa Fe Road
Independence, MO 64052
United States
Phone: 816-447-2740
wfeltrop@indepmo.org

Ship to Zip 64052

Quantity	Part #	Description	Unit Price	Amount
231	EWF	GT-Impax - Engineered Wood Fiber Safety Surfacing (CY)- • Area: 4,670 Sq.Ft. • Thickness (Compacted): 12"	\$34.82	\$8,043.42
Contract: OMNIA #2017001134			Sub Total	\$8,043.42
			Freight	\$1,217.00
			Total	\$9,260.42

Comments

* **MATERIALS ONLY:** Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

* **Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.**



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Santa Fe Park - EWF - Grant CWO

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



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08/07/2025
Quote #
176618-02-01

Santa Fe Park - EWF - Grant CWO

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$9,260.42**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



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Charlotte, NC 28224
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08/07/2025
Quote #
176618-03-01

Santa Fe Park - Install - Grant CWO

Independence Parks and Recreation - MO
Attn: Will Feltrop
2801 S. Santa Fe Road
Independence, MO 64052
United States
Phone: 816-447-2740
wfeltrop@indepmo.org

Ship to Zip 64052

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	MISC - Installation of equipment on quote 176618-01-01- Installation of surfacing on quote 176618-02-01	\$63,670.00	\$63,670.00
Contract: OMNIA #2017001134			Sub Total	\$63,670.00
			Total	\$63,670.00

Comments

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

* Progress payments required.

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.



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176618-03-01

Santa Fe Park - Install - Grant CWO

INSTALLATION CONDITIONS:

- **ACCESS:** The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- **UTILITIES:** The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- **SITE CONDITIONS:** The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$63,670.00**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature



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08/07/2025
Quote #
176618-03-01

Santa Fe Park - Install - Grant CWO

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$200,000 to Baysinger Police Supply, Inc. for uniforms and accessories for the Police Department for FY 2025-2026, with two, one-year renewal options. **Approved**

Recommendations:

Council approval is recommended.

Background:

Uniforms and Body Armor are essential pieces of equipment required for the performance of the Police Department's duties. Therefore, it is important to have a vendor that can provide this equipment quickly and efficiently. It is equally important that the vendor is within a short driving distance from Independence or has a local representative that can handle all the fittings needed for uniforms and body armor and that serves as a one-stop shop, so employees do not have to travel to numerous businesses to be sized for all the various equipment.

After researching and reviewing available options, the department chose Baysingers Uniforms and Equipment in 2021 and has remained with them since that time. They carry all the necessary uniform, body armor and accessory items and have been able to handle all the department orders. They have a local sales representative that is available for vest fittings and Baysinger's provides discount pricing through a cooperative State of Kansas contract.

The Police Department is requesting Council approval to issue purchase orders to Baysinger Police Supply for an amount up to \$200,000, for uniforms, accessories, and body armor to be purchased during the fiscal year 2025-2026, with two additional one-year renewal options. In addition, Council approval is requested to enter into a 3-year contract between the City of Independence and Baysinger Police Supply. Approval of this item will also authorize the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, if funding is available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the city is approximately \$200,000.00 annually for three years. Funding for uniforms and body armor comes from four different accounts between the Prop PD 0674513-5309 (page 224), Public Safety Sales Tax 0164564-5309, 0164564-5313 (page 236), and Use Tax 0184571-5309 (page 237) within the 2025-26 Proposed Budget Book.

Council Action:

**Department /
Contact**

Police Department /

REVIEWERS

Dennea Leap
Jason Petersen
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2024-2029 State of Kansas -Baysingers Custom Uniform Contract 56909
2. 2024_Master_Vendor_Discount_List - Baysingers

CONTRACT AWARD

Date of Award: November 5, 2024

Contract ID: 0000000000000000000056909

Event ID: EVT0009854

Procurement Officer: Phillip L Curtis
Telephone: 785-96-2985
E-Mail Address: phillip.l.curtis@ks.gov
Web Address: <https://admin.ks.gov/offices/procurement-contracts>

Item: Custom Uniforms and Apparel

Agency/Business Unit: Kansas Department of Administration

Period of Contract: November 5, 2024, through November 30, 2029

Contractor: Baysingers Police Supply
430 E Central Avenue
Wichita, KS 67202-1058

Vendor ID: 0000050431
FEIN: On File
Contact Person: Joel Gearhart
E-Mail: joel@baysingers.com
Local Telephone: 316-262-9663

Payment Terms: Net 30

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may use a P-Card for purchases from this contract.

Administrative Fee: Administrative Fees have been incorporated into the unit prices of this contract.

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <https://admin.ks.gov/offices/procurement-contracts>

1. **Terms and Conditions**

1.1. **Contract Documents**

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a.
- written modifications to the executed contract.
- written contract signed by the parties.
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

1.2. **Captions**

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

1.3. **Definitions**

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

1.4. **Contract Formation**

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

1.5. **Notices**

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts
900 SW Jackson, Suite 451-South
Topeka, Kansas 66612-1286
RE: Contract Number 56909

or to any other persons or addresses as may be designated by notice from one party to the other.

1.6. **Statutes**

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

1.7. **Governing Law**

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

1.8. **Jurisdiction**

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment

1.9. Mandatory Provisions

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

1.10. Termination for Cause

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract.
- the Contractor provides substandard quality or workmanship.
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

1.11. Termination for Convenience

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

1.12. Rights and Remedies

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

1.13. Antitrust

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

1.14. Hold Harmless

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

1.15. Force Majeure

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

1.16. Breach

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

1.17. Assignment

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

1.18. Third Party Beneficiaries

This contract shall not be construed as providing an enforceable right to any third party.

1.19. Waiver

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

1.20. Injunctions

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

1.21. Staff Qualifications

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

1.22. Subcontractors

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

1.23. Independent Contractor

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

1.24. Worker Misclassification

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

1.25. Immigration and Reform Control Act of 1986 (IRCA)

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

1.26. Proof of Insurance

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

1.27. Conflict of Interest

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

1.28. Nondiscrimination and Workplace Safety

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

1.29. Confidentiality

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the

State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

1.30. HIPAA Confidentiality

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

1.31. Environmental Protection

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

1.32. Care of State Property

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

1.33. Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

1.34. Retention of Records

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

1.35. Indefinite Quantity Contract

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

1.36. Price Adjustments

Percentage off list price shall remain firm for the entire contract period. List Prices may fluctuate. Every order will be quoted. Quote for order will be attached to the Purchase Requisition before processing to a Purchase Orders. All prices shall be net delivered, including all trade, quantity and cash discounts. Any price

reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

1.37. Contract Price

Statewide contracts are awarded by the Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Procurement and Contracts.

1.38. Payment

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

1.39. Invoices

Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- date of invoice.
- date of shipment (or completion of work);
- purchase order number and contract number.
- itemization of all applicable charges; and
- net amount due.

1.40. Accounts Receivable Set-Off Program

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / set off by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

1.41. Federal, State and Local Taxes

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

1.42. Quarterly Reports

The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see below). Above referenced reports are to be filed with Procurement and Contracts Open Records Officer, or his/her designee located at 900 SW Jackson, Ste. 451-South, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: reports@da.ks.gov, in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on Procurement and Contracts website at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

Report Types - Reports shall be available reflecting the following information. Agencies and Procurement and Contracts reserve the right to request additional information.

- Sales Summary -- Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold -- Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold, by Agency - Same as above, except sorted by agency.

1.43. Administrative Fee

Contractor(s) must pay a 1% Administrative Fee on all purchases (including political subdivisions) made against this contract. The fee is to be included in the cost of the goods or services. The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the "State of Kansas - Procurement and Contracts" and must be paid within 30 days following the end of each quarter. Fees paid under this mandate shall correlate with figures submitted on the quarterly reports.

Instructions for Administrative Fee Contract Reporting are available as an attachment to this bid event and may be downloaded at: [Bidding & Contracts | Kansas Department of Administration \(ks.gov\)](#) -> Bid Solicitations

1.44. Shipping and F.O.B. Point

Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

1.45. Deliveries

All orders shall be shipped within seven (7) days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform Procurement and Contracts of any supply or delivery problems. Continued delivery problems may result in termination of the contract for cause.

1.46. Charge Back Clause

If the Contractor fails to deliver the product within the delivery time established by the contract, the State reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the Contractor.

1.47. Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

1.48. Materials and Workmanship

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

1.49. Industry Standards

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.50. Implied Requirements

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

1.51. New Materials, Supplies or Equipment

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery

1.52. Inspection

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

1.53. Acceptance

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

1.54. Ownership

All data, forms, procedures, software, manuals, system descriptions and workflows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

1.55. Information/Data

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

1.56. Certification of Materials Submitted

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.57. Transition Assistance

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

1.58. Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

1.59. Modification

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

1.60. Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

2. Specifications

Customizable Uniform and Custom Apparel

This contract provides a standard discount based on MSRP for Uniforms/Clothing items and customization options provided by the vendor. The discount percentage should be the percentage off MSRP list, discount to be applied to all future orders; however, the vendor may provide additional discount per quote.

Agencies at the time of need will submit a Request for Quote to the awarded suppliers based on categories selected.

Contract Term:

Contracts awarded from this bid event will be for five (5) years from the date of award through November 30, 2029.

2.1. Objectives: Provide a comprehensive solicited agreement offering products and services to participating State Agencies and Political Sub-Divisions. Achieve cost savings for Suppliers and participating agencies through a competitive solicitation process that eliminates the need for multiple bids or proposals, Combine the volumes of participating agencies and political sub-divisions to achieve cost effective pricing, Reduce the administrative and overhead cost of suppliers and participating agencies and political sub-divisions through state of the art ordering and delivery systems and to provide participating agencies and political sub-divisions with environmentally responsible products and services.

2.2. Quantities: This contract is an "open-ended" type contract between a contractor and the State of Kansas to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be on a AS NEEDED basis during the contract period, and the contractor will deliver only such quantities as may be ordered.

2.3. Brand Names: Contractor has listed names, prices, product numbers and descriptions of the brand names available to the contractor. Any substitutions will be approved by the purchasing agency and the office of Procurement and Contracts.

2.4. Custom work: Many items listed within items specifications will adorn customized applications such as embroidery, silkscreen, heat press or combinations of. Contractor has listed the custom applications on the cost sheet attached to the contract..

2.5. Material Availability: Contractor will be responsible for verification of materials availability, product schedules and other pertinent data such as Suppliers discontinuation of products and delivery schedules. It will be the Contractor's responsibility to notify the Ordering Agencies or Political Sub-Division within two (2) working days of receiving order in the event item(s) specified are discontinued, replaced or not available for an extended period of time in which would otherwise delay fulfillment of order to requesting Agency or Political Sub-Division within Contractor's agreed upon deadline of ARO.

2.6. Inspection, Acceptance and Approvals: Goods shall at all times and places, including the period of manufacturer, are subject to inspection by an appointed representative of the State of Kansas. Ordering agencies will give notice of rejection of goods delivered within seven (7) working days of receipt of order in its entirety. Acceptance shall not waive any warranty. Due to the nature and scope of policies and procedures throughout State agencies and political sub-divisions all goods supplied in their entirety or in any part are subject to final inspection and approval.

2.7. Warranty: Unless otherwise agreed to by the parties, Awarded Contractor warrants that items ordered to specifications will conform thereto any drawings, samples or other descriptions furnished or adopted by State Agency or Political Sub-division. Items if ordered will be fit and sufficient as agreed upon by parties for the purpose intended and that all items will be new, merchantable, of good material and workmanship and free from defect. Such warranties, together with Suppliers service warranties and guarantees, if any, shall survive inspection, test, acceptance of and payment for the items and shall run to the ordering Agency or Political Sub-division. Except for latent defects, the State shall give notice of any nonconformity to the Supplier within (90) days after acceptance. State may return for credit or require prompt correction or replacement of the defective or non-conforming goods

and delivery to State Agency or Political Sub-division of any corrected or replaced goods shall be at Suppliers expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by State Agency or Political Sub-division. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled Inspection, Acceptance and Approvals in the same manner and to the same extent as goods were originally delivered under this contract.

2.8. Worksheet # 1: Number of Calendar days to allow delivery of garments/products/items ARO

2.9. Worksheet # 2: Instructions for Attachment A – Technical and Attachment B – Cost Sheet, Each style of item is identified within its own Group number, (and if applicable, Component number). In the event an item is **discontinued, the contractor shall work with the Agency or Political Sub-division to provide a suitable replacement item. If agreement cannot be reached, contract may be terminated in whole or in part. Some items within each group are identified as (specific), Items not identified as (specific) are for a style, type or quality desired. Bids on brands of like style, type or quality will be considered. If the bid is based on offering like items, the bid must show the name of the manufacturer, brand or trade name, illustrations and complete descriptions. The bidding vendor must certify that the items meet and or exceed the specifications or expectations of the listed item. Samples may be requested for evaluation. If a vendor makes no other offer and takes no exception to specifications or reference data, Vendor will be required to furnish the brand names, part number etc. as specified.**

2.10. Worksheet # 3: Service/set-up fees associated with applications to garments, Applications would be identified as: embroidery, silkscreen, namestrip and or patches. Vendors are instructed to complete option 1 and option 2 regarding fees associated with applications. Option 1 is based on flat rate per garment. Option 2 is based on an a la carte rate per application. Please only answer questions to Worksheet # 3 for technical proposal. Pricing should be inserted on Attachment C cost sheet.

2.11. Worksheet # 4: Instructional guide regarding as to which applications (i.e. embroidery, silkscreen, namestrips and or patches) are applied towards specific items (group numbers). Sample guides will be provided within worksheet # 4.

Vendors are encouraged to solicit a user-friendly approach/solution to ensure the following expectations:

2.12. The Vendor shall provide two (2) points of contact for all issues and questions regarding items listed for each group and services provided including but not limited to: Pricing, Types of Applications, manufacturer's recommendations, product availability, corrections and warranty issues. Vendor shall provide Contact names including mailing address, Phone numbers, (facsimile if offered) and email address. Either of the two (2) points of contact shall respond to all inquiries within three (3) business days. The Contractor shall provide toll free customer support from 8:00 AM (CST) to 5:00 PM (CST) Monday thru Friday (except State observed holidays). All cost associated with the customer service representatives shall be the responsibility of the contractor.

2.13. All products/garments and components MUST be of first quality, full cut, well made, shrink and fade resistant: guaranteed to withstand institutional use and laundry as well as meet the industry standards. All items offered by a vendor shall be new, unused in any regard, with no after-factory alteration and of most current design. All items shall be first class in all respects; seconds or flawed items are not acceptable. Shrinkage to the point of non-use as deemed by Agency is not acceptable. Any items containing imperfections will not be accepted by the Agency and will be returned to the Vendor and the Vendors expense. The Awarded Vendor(s) shall accept full responsibility for the materials, workmanship and uniformity of all garments and components thereof. Vendor shall not resubmit rejected goods to Agency or Political Sub-division without prior written approval and instructions from ordering Agency or Political Sub-division. Acceptance of an order in part or in entirety does not waive any warranty or final approval of acceptance of goods. All goods supplied by vendor(s) are and will remain subject to final approval and once inspected by requestor of said items. State of Kansas ordering Agency or Political Sub-division may require prompt replacement or correction of rejected goods at Vendor(s) expense including a reduction in price for acceptance for rejected goods. Whichever is deemed in the best interest of the State.

2.14. Vendors shall provide all payment procedures to include payment terms, any available discounts and shipping terms. For each order placed, payment will be made only after the entire order has been received and the fit and correct workmanship of applications has been approved. Partial payments will not be allowed.

2.15. If in the event an item (samples included) needs to be returned/exchanged due to, but not limited to, a change in size selection, defect, damage, wrong item or excess quantity shipped, the vendor shall accept returns/exchanges without any additional fees, including re-stocking fees to the State of Kansas or Political Sub-division. The vendor shall provide complete contact information for the return to include:

- (1) Name
- (2) Address
- (3) Return Authorization Number (if necessary)
- (4) Prepaid mailing label or Vendors shipping account number and associated carrier name (i.e. UPS, Fed-EX etc.) to be used on the return/exchange of any and all items.

Any items found to be defective, improperly sized, or not in accordance with specifications, although accepted through oversight of otherwise, shall be replaced at the expense of the contractor, to include any associated shipping costs.

2.16. This contract is impacted by funding that could be reduced due to budget constraints, with the potential to result in less than anticipated, including a lack of purchases from this contract. The State of Kansas or any Political Sub-division provides no guarantee of volume ordered from this contract.

2.17. There shall be no minimum order required under this contract and there is no guarantee regarding quantity ordered on an annual basis. Apparel items/garments adornments will be ordered as needed and paid for in their entirety in arrears, after all products are accepted and approved. Order placed by any Agency of the State of Kansas or Political Sub-division throughout the contract period using an Agency Purchase Order. Order form(s) may be necessary for orders that require applications such as embroidery, namestrips, silkscreen etc. The order form should accompany a purchase order in demonstrating the breakdown as to which garment including size/length, color and any specific adornment including accuracy of any spelling. Vendors are encouraged to solicit their solution to a uniformed order sheet to accommodate the accuracy of items ordered. Vendors that do not offer such uniformed ordering form shall accept individual Agency or Political Sub-division non-standardized order form and Vendor assumes all responsibility for accuracy in fulfillment of order.

2.18. To determine appropriate size/length availability of apparel items for personnel, vendor shall provide legible size/length charts for all items offered. The size/length charts shall be understandable to the lay-person in determining which size (X-small through 5X or largest size offered by manufacturer) and length (short, regular, long, x-long and unhemmed) corresponds with which measurement (inches). The size/length charts shall be understandable and organized in determining easily and exactly **WHAT IS AVAILABLE** and **WHAT IS NOT AVAILABLE** for all provided item numbers and each color selection for each garment size/length. The same size/length chart shall be distinguishable with its item numbers as to whether the products are men's or ladies style and sizing.

It shall be the vendor's responsibility to contact the manufacturers for acquiring and compiling an itemized list of the latest available sizes/lengths for each item number, item description, style and color of garments. It shall be necessary to list available sizes/lengths for each garment color within a specific item number if there are differences regarding size/length availability between color options of a particular item number.

It shall be the vendor's responsibility to keep the size/length chart information up to date by contacting the manufacturer on a regular basis. (Frequency will be determined during negotiations.) It is the vendor's responsibility to gather this information and provide it in a legible, organized, electronic format that is approved by the State of Kansas so that it may be posted on the State of Kansas, Department of Administration, Procurement and Contracts website in accompaniment with the contract, itself. This information will act as a reference guide for ordering agencies personnel when items are ordered through the State agency or Political Sub-division.

It is in the best interest of all parties involved that the Vendor maintains the sizing chart information in order to alleviate the need for change orders, delays in delivery and delays in payment if sizes or other requirements (length, color, etc.) are no longer available. Purchase orders will only be paid in full (no partial payments) when delivery in its entirety is received and accepted as approved complete.

It may be necessary for personnel throughout various State Agencies and Political Sub-divisions to try on **ACTUAL** samples of the products to determine appropriate fit. Close proximity of **ACTUAL** items being tried on **WILL NOT BE ALLOWED** nor is it in the best interest of any parties. In the event an Agency or Political Sub-division request samples of actual items the vendor shall at no charge to the State of Kansas or any Political Sub-division

within seven (7) business days provide samples of the various sizes/lengths or items for determination of proper ordering. This process shall include the Vendor providing a pre-paid shipping label(s) (preferably electronically via email to appropriate designee for ordering agency or political sub-division) for the return of these samples.

3. **Cost Sheet**

Contractor Name: Baysingers Police Supply

Cost sheets are attached to the contract.

4. Contractual Provisions Attachment

DA-146a Rev. 07/19

4.1. Important

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 5th day of November 2024.

4.2. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

4.3. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

4.4. Termination Due to Lack of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year; plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4.5. Disclaimer of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

4.6. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44 1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons

stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

4.7. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

4.8. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

4.9. Representative's Authority to Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

4.10. Responsibility for Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

4.11. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

4.12. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

4.13. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

4.14. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Subject to the terms and conditions of the bid specifications and this contract, State hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to Procurement and Contracts on November 1, 2024, in response to Bid Event Number EVT0009854.

It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish Uniforms and Apparel for Statewide on order of the Agency at the price or prices contained herein.

This contract is entered into this 5th day of November 2024 by and between the State of Kansas (State) and Baysingers Police Supply, Wichita, KS (Contractor).

***The discount range below allows us to negotiate special pricing on a case by case basis with our manufacturers. Anytime we can negotiate special pricing we pass on the savings

<u>Commercial Name</u>	<u>Website URLs</u>	<u>Products</u>	<u>Discount Range</u>
511	https://www.511tactical.com/	Gear, Tactical, Footwear, Uniforms, etc	15-28%
Ameriglo	https://ameriglo.com/	Gun Sites	15-23%
FORENSICS SOURCE	https://forensicssource.com/	Forensics	5.00%
ASSEMBLED PRODUCTS CORP	https://www.assembledproducts.com/	Batons, Handuffs, Flashlights	5.00%
BATES	https://www.batesfootwear.com/US/en/home	Footwear	20-30%
BAYLY HATS	https://baylyhats.com/	Dress Caps	5-10%
BEAR-AIDE INC	http://bear-aide.com/	Traffic Aide	5.00%
BENCHMADE KNIFE COMPANY	https://www.benchmade.com/	Knives	12-25%
BIANCHI INTERNATIONAL	https://safariiland.com/pages/bianchi	Duty Gear	15-25%
BLACKHAWK	https://blackhawk.com/	Tactical and Duty Gear	12-20%
BLACKINTON	https://www.blackinton.com/	Badges, Insignia, etc.	10-20%
BLACK FIRE FORGE	https://blackfireforgeusa.com/	Rifles	4-6%
BLAUER MFG COMPANY, INC.	https://www.blauer.com/	Uniforms	6-35%
BOSTON LEATHER	https://www.bostonleather.com/	Leather Duty Gear Products	5.00%
BRODER BROTHERS	https://www.alphabroder.com/	Assorted Apparel	15-25%
Bulldog Cases & Vaults	https://www.bulldogcases.com/	Cases and Vaults	10-30%
BUSHNELL	https://www.bushnell.com/	Binoculars	5.00%
CALIBRE PRESS INC	https://www.calibrepress.com/	Books	5.00%
Code Red Headsets	https://www.coderedheadsets.com/	Patrol Headsets & Comms	3-5%
COMPETITION CHEMICALS	http://www.competitionchemicals.com/	Metal Polish	5.00%
CONCEPT SEATING	https://www.conceptseating.com/	Vehicle Equipment	5.00%
CONDOR TACTICAL	https://condoroutdoor.com/	Tactical Apparel and Gear	10-35%
DANNER, INC	https://www.danner.com/	Footwear	5-20%
DEFENSE TECHNOLOGY	https://www.defense-technology.com/	Less Lethal Products	2.00%
DICKIES INDUSTRIAL WEAR	https://www.dickies.com/mens-clothing/	Industrial Uniforms	5-10%
DMA INC.	https://dma-inc.net/	Stunguns & Personal Protection	10-15%
DON HUME LEATHERGOODS	https://www.donhume.com/	Leather Duty Gear Products	15-25%
DUNBROOKE	https://www.dunbrooke.com/	Assorted Apparel	5-10%
DUTYMAN POLICE EQUIPMENT	http://dutymanstore.com/	Duty Gear	5.00%
EDGE TACTICAL EYEWEAR	https://tactical.edgeeyewear.com/	Eyewear	15-18%
EDWARDS GARMENT COMPANY	https://www.edwardsgarment.com/	Uniforms	15-25%
EES-COPLITE	NA	Vehicle Equipment	5.00%
ELBEKO	https://www.elbeco.com/	Uniforms	20-25%
Elite First Aid Inc	https://elitefirstaidinc.com/	First Aid items and kits	5-10%
EOTech	https://www.eotechinc.com/	Tactical Optics	5-10%
FECHHEIMER	http://www.fechheimer.com/	Uniforms	30-40%
FEDERAL SIGNAL CORP	https://www.federalsignal.com/	Vehicle Equipment	5-20%
First Tactical	https://www.firsttactical.com/	Uniforms	5-15%
FOBUS USA	https://fobusholster.com/	Duty Gear	5.00%
GAME SPORTSWEAR	https://www.gamesportswear.com/CGI-BIN/LANSAWEB?PROCFUN+WBC+WEBCLG2+A01+ENG	Assorted Apparel	10.00%
GA-REL MANUFACTURING CO	http://www.garel.com/	Uniform Accessories	5.00%
GARRETT METAL DETECTORS	https://garrett.com/welcome	Metal Detectors	18-22%
GIBSON & BARNES	http://www.gibson-barnes.com/	Flight Suits	5.00%
Glendale Parade Store	https://glendale.com/	Military Style Dress Uniform Items	5.00%
Glock	www.glock.com	Handguns	Blue Label
GOULD & GOODRICH	https://gouldusa.com/	Duty Gear	10-18%
HATCH GLOVES	https://safariiland.com/collections/hatch	Gloves, Riot Gear, Assorted Gear	25-30%
HATTRAP INC	http://www.hattrap.com/	Dress Cap Holders	5.00%
Haix	https://www.haixusa.com/	Footwear	8-18%
HERO'S PRIDE	http://www.herospride.com/	Patches, Collar Brass, Insignia	10-50%
High Speed Gear	https://www.highspeedgear.com/	Pouches, Gear Holders, Holsters, Vests	10-17%
Holosun Technologies Inc.	https://holosun.com/	Firearm Sites	15-25%
HORACE SMALL	https://www.horacesmall.com/	Uniforms	5.00%

HUMANE RESTRAINT	https://www.humanerestraint.com/	Restraints	5.00%
INTERSTATE BATTERY	https://www.interstatebatteries.com/	Batteries	5.00%
I SPIEWAK & SONS, INC.	https://www.spiewak.com/	Uniforms & Outerwear	30-50%
JEFFERIES	https://www.jefferiesocks.com/	Socks	5.00%
KEYSTONE UNIFORM CAPS	https://www.keystoneuniformcap.com/	Dress Caps	8-16%
Kingform Cap Company Inc	https://www.kingformcap.com/	Dress Caps	5.00%
KLENCH	NA	Uniform Insignia & Decorations	5.00%
Kroll International, LLC	https://www.krollcorp.com/	Assorted Public Safety Apparel and Gear	5.00%
L3	https://www.l3harris.com/	Night Vision Devices	3-5%
L3	https://www.l3harris.com/	Laser Aiming Devices	3-5%
L3	https://www.l3harris.com/	Thermal Devices	3-5%
LANDAU UNIFORMS INC	https://www.landau.com/	Scrubs, Labcoats, and other Uniforms	10-20%
LAW ENFORCEMENT SUPPLY	http://www.porta-clip.com/	Law Enforcement Gear	5.00%
Lee Reed	https://leereedinc.esppwebsite.com/	Custom Engraved Items	5.00%
LIBERTY UNIFORM MFG CO	https://www.libertyuniform.com/	Uniforms	5.00%
LION APPAREL	https://www.lionprotects.com/	Uniforms	5.00%
Mantis	https://mantisx.com/	Firearms Training Systems	10-35%
MARK PRO GEAR	https://www.markprogear.com/products	Force on Force Gear	6.00%
Marlow White	https://www.marlowwhite.com/	Dress Uniforms	5.00%
MJ SOFFE	https://www.soffe.com/	Assorted Apparel	15.00%
MOCEAN	http://www.moceanla.com/	Uniforms	5.00%
MONADNOCK	https://safariiland.com/	Batons, Handuffs, and other Less Lethal Items	3-7%
NEESE INDUSTRIES, INC	https://neeseind.com/	Outerwear and Apparel	5.00%
NIK PUBLIC SAFETY	https://forensicssource.com/	Testing and Evidence Collection	5.00%
North American Rescue	https://www.narescue.com/	First Aid items and kits	5-20%
OAKLEY	https://www.oakley.com/en-us	Glasses, Bags, Apparel, and more	15-25%
OTTO CAP	https://ottocap.com/	Hats & Caps	22-26%
PAULSON MANUFACTURING CORP	https://www.paulsonmfg.com/	Riot Shields, Face Shields, Goggles, and more	5-10%
PEERLESS HANDCUFF COMPANY	https://www.peerless.net/	Handcuffs & Restraints	20-30%
Penn Emblem Company	http://pennemblem.com/	Emblems	5.00%
Perfect Fit	https://www.perfectfitusa.com/	Duty Gear, Wallets, Badge Holders	5.00%
PERSONAL SAFETY OUTLET	NA	Personal Safety	5.00%
POLYCONCEPT NORTH AMERICA	https://www.pcna.com/en-us	Imprintable Gear & Apparel	10-20%
Porta Clip	https://www.porta-clip.com/	Radio Clips	5.00%
PREMIER CROWN CORP	NA	Helmets and Riot Gear	5.00%
PREMIER EMBLEM	http://www.premier-emblem.com/	Emblems, Insignia, & More	20-25%
PRO-GARD INDUSTRIES	https://www.pro-gard.com/	Vehicle Equipment	5.00%
PROLOCK	https://www.pro-lok.com/	Lock Pics, Pic Sets, and more	5.00%
PROPPER INTERNATL SALES	https://www.propper.com/	Uniforms	10-28%
QUIQLITE	https://www.quiqlite.com/	Lighting Equipment	10.00%
Redback Boots USA	https://www.redbackboots.com/	Boots	5-12%
REDKAP	https://www.sanmar.com/	Industrial Uniforms	5-12%
REFLECTIVE APPAREL	https://www.reflectiveapparel.com/	Reflective Uniforms & Outerwear	8-10%
RICHARDSON	https://richardsonsports.com/	Hats & Caps	10-20%
Rocky Brands Wholesale, LLC	https://www.rockybrands.com/	Footwear	8-15%
ROLATAPE CORP	http://www.rolatape.com/us/en/home/measuring-wheels.html	Measuring Wheels and more	5.00%
ROTHCO	https://www.rothco.com/	Assorted Apparel	10-15%
RSR Group	https://www.rsrgroup.com/	Firearms, Accessories, etc.	5.00%
RUSSELL BRANDS, LLC	http://www.russell-brands.com/pages/contactUs.html	Assorted Apparel	12-20%
SAFARILAND/PROTECH ARMOR	https://safariiland.com/pages/protech-armor-systems	Body Armor	28-42%
SAFARILAND Duty Gear	https://safariiland.com/pages/safariiland-duty-gear	Duty Gear	18-26%
Salomon	https://www.salomon.com/	Footwear	15-20%

SAMUEL BROOME UNIFORM ACC	http://www.broomeaccessories.com/	Ties, Dress Uniform Items, and more	5.00%
SANMAR	https://www.sanmar.com/	Assorted Apparel & Gear	8-25%
SAUNDERS MANUFACTURING	https://saunders-usa.com/	Clipboards, Holders, etc.	5.00%
SECURITY EQUIPMENT CORP	https://www.sabrered.com/	Personal Safety	5.00%
SETINA MFG, CO INC	https://setina.com/	Vehicle Equipment	5.00%
SIGNAL VEHICLE PRODUCTS	https://www.vehiclesafetysupply.com/signal-vehicle-products-c-1_14.html	Vehicle Equipment	5.00%
SMITH & WARREN	https://www.smithwarren.com/home	Badges, Awards, Insignia, etc.	17-23%
Sound Off Signal	https://soundoffsignal.com/	Vehicle Equipment	5.00%
S&S Activewear	https://www.ssactivewear.com/	Assorted Apparel	10-25%
STALLION LEATHER	https://www.stallionleather.com/	Duty Gear	5.00%
STRATTON HATS, INC	https://strattonhats.com/	Duty Hats & Caps	5.00%
STREAMLIGHT, INC	https://www.streamlight.com/	Flashlights, Accessories, Batteries, etc.	28-40%
STRONG GROUP INC	https://www.strong-group.com/	Wallets and Duty Gear	10.00%
SUREFIRE	https://www.surefire.com/	Flashlights, Accessories, Batteries, etc.	3-20%
TACTICAL COMMAND INDUSTRIES	https://safariland.com/pages/safariland-communications	Communication Gear	3-20%
TEX SHOEMAKER & SONS	NA	Duty Gear	5.00%
THE GUN SHOP	https://idahofalls.mtodingc.com/	Force on Force Gear & Ammunition	5.00%
THORLO	https://thorlo.com/	Socks	5.00%
THOROGOOD	https://www.thorogoodusa.com/	Footwear	18-25%
TINGLEY	https://www.tingleyrubber.com/	Uniforms & Outerwear	5-10%
Title Boxing Club	https://titleboxingclub.com/	Training Equipment	5-8%
TOPPS	https://www.topps.com/	Uniforms	5.00%
Traffic Control Services	https://www.tcs-ks.com/	Traffic Control Items	5.00%
TRAFFIC INSTITUTE	https://trafficinstitute.com/	Traffic Aide	5.00%
Trijicon, Inc.	https://www.trijicon.com/	Sites, Red Dots, Scopes, & more	5-20%
TRI-MOUNTAIN	https://www.trimountain.com/	Assorted Apparel	12-18%
Truck Vault	https://truckvault.com/	Vehicle Equipment	3-6%
UNCLE MIKE'S	https://unclemikes.com/	Duty Gear	5.00%
UNDER ARMOUR	https://www.underarmour.com/en-us/	Footwear & Apparel	15-20%
Veridian	https://www.veridian.net/	Fire Protective Gear	22-27%
Vertx	https://vertx.com/	Tactical Apparel and Gear	22-28%
VIKTOS	https://www.viktos.com/	Uniforms & Footwear	5.00%
VISUAL IMAGE SYSTEM	https://www.visco.graphics/	Decals and more	5.00%
Vortex Optics	https://vortexoptics.com/	Sites, Red Dots, Scopes, & more	15-40%
W. ALBOUM HAT CO, INC	https://www.walboumhatco.com/	Uniform Hats & Caps	5-10%
Wichita Gun Club	Wichita Gun Club	Firearms	5.00%
WOLF PEAK INTERNATL INC	NA	Eyewear	12.00%
WORKRITE UNIFORM COMPANY	https://www.bulwark.com/	Uniforms	5.00%
ZAK TOOL	https://www.zaktool.com/	Cuff Keys & Restraints	5-10%
Zistos	https://zistos.com/	Tactical Cameras	5-10%

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order for \$598,817.00 to Brotcke Well and Pump, Inc. to rehabilitate, maintain, and repair five of the water supply wells at the Courtney Bend Water Treatment Plant. **Item passes 6-0**

Recommendations:

Council approval is recommended.

Background:

This project is to rehabilitate, maintain, and repair five of the water supply wells at the Courtney Bend Water Treatment Plant (WTP). Municipal Services operates forty-four vertical wells which supply raw water to the Courtney Bend WTP. To sustain operational capacity, these wells require timely maintenance and rehabilitation, cleaning the wells and repairing mechanical and electrical components. Without this work, the potential for unanticipated equipment failures increases and the water capacity of the wells decreases. During peak demand, all forty-four wells are needed.

It is Municipal Services staff's recommendation that the bid submitted by Brotcke Well and Pump, Inc. in response to City Invitation to Bid #25041 in the amount of \$598,817.00 be accepted by the City. The value of this recommendation reflects the summation of pricing submitted by Brotcke Well and Pump for line items one through six.

The Finance Department issued Invitation to Bid ("ITB") #25041 on August 7, 2025. The ITB was publicly available through the City's e-bidding service provider, Public Purchase. 609 potential bidders were notified of the ITB, 40 accessed the ITB.

The City received two bids in response to ITB #25041. Upon review by Municipal Services staff, it was determined the bid submitted by Brotcke Well and Pump, Inc. met the requirements specified and was the lowest, best bid received. Brotcke Well and Pump, Inc. appear to possess the necessary capability and capacity to successfully perform the work required. This project is a budgeted line item in the Municipal Services Fiscal Year 2025-2026 operating budget. 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 \$598,817.00. Funding for the rehabilitation, maintenance, and repair of five of the water supply wells is included in the fiscal year 2025-2026 Proposed Budget page 188, account number (0404815-5212) in Other Maintenance Services.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. BWP Pricing Sheet - ITB # 24041 Annual Well Treatments
2. Sargent Pricing Sheet - ITB #25041 Annual Well Treatments

Pricing Worksheet for Rehabilitation of Water Production Wells - BROTCKE

Line Item	Sub-Line Item	Description	Quantity	Unit	Price	Technique No. 1 Pricing	Technique No. 2 Pricing	Technique No. 3 Pricing
Example:	A.	Pull and Inspect Pump	1	Lot	\$10.00			
	B.	Complete Pump Replacement	1	Lot	\$10.00			
	C.	Well Rehabilitation	1	Lot		\$40.00	\$20.00	\$30.00
	D.	Install Pump	1	Lot	\$10.00			
	Sub-Total for Example (one for each sub-line item "C" technique) - Summation of Sub-Line Items A, B, C, D					\$70.00	\$50.00	\$60.00
Well No. 4	A.	Pull and Inspect Pump	1	Lot	\$0.00			
	B.	Complete Pump Replacement	1	Lot				
	C.	Well Rehabilitation	1	Lot		\$91,500.00	\$91,346.00	\$74,992.00
	D.	Install Pump	1	Lot	\$0.00			
	Sub-Total for Well No. 4 (one for each sub-line item "C" technique) - Summation of Sub-Line Items A, B, C, D					\$91,500.00	\$91,346.00	\$74,992.00
Well No. 14	A.	Pull and Inspect Pump	1	Lot	\$0.00			
	B.	Complete Pump Replacement	1	Lot				
	C.	Well Rehabilitation	1	Lot		\$117,200.00	\$119,963.00	\$102,476.00
	D.	Install Pump	1	Lot	\$0.00			
	Sub-Total for Well No. 14 (one for each sub-line item "C" technique) - Summation of Sub-Line Items A, B, C, D					\$117,200.00	\$119,963.00	\$102,476.00
Well No. 15	A.	Pull and Inspect Pump	1	Lot	\$0.00			
	B.	Complete Pump Replacement	1	Lot				
	C.	Well Rehabilitation	1	Lot		\$117,200.00	\$119,963.00	\$102,476.00
	D.	Install Pump	1	Lot	\$0.00			
	Sub-Total for Well No. 15 (one for each sub-line item "C" technique) - Summation of Sub-Line Items A, B, C, D					\$117,200.00	\$119,963.00	\$102,476.00
Well No. 16	A.	Pull and Inspect Pump	1	Lot	\$0.00			
	B.	Complete Pump Replacement	1	Lot				
	C.	Well Rehabilitation	1	Lot		\$117,200.00	\$119,963.00	\$102,476.00
	D.	Install Pump	1	Lot	\$0.00			
	Sub-Total for Well No. 16 (one for each sub-line item "C" technique) - Summation of Sub-Line Items A, B, C, D					\$117,200.00	\$119,963.00	\$102,476.00
Well No. 48	A.	Pull and Inspect Pump	1	Lot	\$0.00			
	B.	Complete Pump Replacement	1	Lot				
	C.	Well Rehabilitation	1	Lot		\$91,500.00	\$91,346.00	\$74,992.00
	D.	Install Pump	1	Lot	\$0.00			

The cells are filled as an example of the summation of the sub-line items.

Cost of pulling and installation in technique pricing.

Sub-Total for **Well No. 48** (one for each sub-line item "C" technique) - Summation of Sub-Line Items A, B, C, D

\$91,500.00

\$91,346.00

\$74,992.00

Total Cost (Summation of Line Items Well No. 4, 14, 15, 16, and 48 sub-total) for each sub-line item "C" technique.

\$534,600.00

\$542,581.00

\$457,412.00

Line Item No. 6	BELOW ITEMS ARE NOT TO BE IN CONSIDERATION OF BID	Price
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a.	10 inch dia. x 21 feet long threaded epoxy coated submersible pump sch. 40 steel column pipe with 10 inch API epoxy coated couplings	1	Each	\$ 2,188.00
b.	8 inch dia. X 21 feet long threaded epoxy coated submersible pump sch. 40 steel column pip with 10 inch API epoxy coated couplings	1	Each	\$ 1,365.00
c.	12 inch dia. X 21 feet long threaded epoxy coated submersible pump sch. 40 steel column pip with 12 inch API epoxy coated couplings			\$ 3,675.00
d.	6 inch dia. x 21 feet long threaded epoxy coated submersible pump sch. 40 steel column pipe with 6 inch API epoxy coated couplings	1	Each	\$ 1,101.00
e.	6 inch dia. x 2 feet 6 inch long threaded epoxy coated submersible pump sch. 40 steel column pipe nipple	1	Each	
f.	6 inch dia. API threaded 304 stainless steel coupling and coated as specified	1	Each	\$ 225.00
g.	8 inch dia. API threaded 304 stainless steel coupling and coated as specified	1	Each	\$ 379.00
h.	10 inch dia. API threaded 304 stainless steel coupling and coated as specified	1	Each	\$ 532.00
i.	12 inch dia. API threaded 304 stainless steel coupling and coated as specified	1	Each	\$ 640.00
j.	10 inch dia. x 2 feet 6 inch long threaded epoxy coated submersible pump sch. 40 steel column pipe nipple	1	Each	
k.	10 inch dia. x 10 feet long section of 1-1/2 inch shafting x 2 1/2 inch tubing epoxy coated scd. 40 steel column pipe assembly with combination couplings or brass drop in spiders - NO "black widow" spiders	1	Each	\$ 3,210.00
l.	8 inch dia. x 10 feet long section of 1-3/16 inch shafting x 2 inch tubing epoxy coated sch. 40 steel column pipe assembly with combination couplings or brass drop-in spiders - NO "black widow" spiders	1	Each	\$ 2,380.00
m.	10 inch dia. x 10 feet long section of 1-11/16 inch dia. shafting x 2 1/2 inch dia. tubing epoxy coated scd. 40 steel column pipe assembly with combination couplings or brass drop in spiders - NO "black widow" spiders	1	Each	
n.	Christensen (or pre-approved equal) 1800 rpm, epoxy coated cast iron pump bowl assembly that will meet or exceed the conditions and efficiency of the existing pump installed in Well No. 14 per spec.	1	Each	\$ 11,021.00

o.	Christensen (or pre-approved equal) 1800 rpm, epoxy coated cast iron pump bowl assembly that will meet or exceed the conditions and efficiency of the existing pump installed in Well No. 15 per spec.	1	Each	\$ 10,325.00
p.	Christensen (or pre-approved equal) 1800 rpm, epoxy coated cast iron pump bowl assembly that will meet or exceed the conditions and efficiency of the existing pump installed in Well No. 16 per spec.	1	Each	\$ 11,020.00
q.	Mid-America (or pre-approved equal) 3600 rpm, epoxy coated cast iron pump bowl assembly that will meet or exceed the conditions and efficiency of the existing pump installed in Well No. 48 per spec.	1	Each	\$ 7,796.00
r.	Christensen (or pre-approved equal) 3600 rpm, epoxy coated cast iron pump bowl assembly that will meet or exceed the conditions and efficiency of the existing pump installed in Well No. 4 per spec.	1	Each	\$ 7,931.00
s.	Cast motor/suction adaptor for 10RALC pump existing in Well No. 4	1	Each	\$ 5,141.00
t.	Cast motor/suction adaptor for 11CLC-GP pump existing in Well No. 48	1	Each	\$ 3,211.00
u.	Rebuild bowl assembly currently installed in Well No. 14 including new impeller shaft, bronze bowl bushings, trimming impeller skirts, installation of wear rings, exterior sandblasted and epoxy coated.	1	Lump	\$ 5,862.00
v.	Rebuild bowl assembly currently installed in Well No. 15 including new impeller shaft, bronze bowl bushings, trimming impeller skirts, installation of wear rings, exterior sandblasted and epoxy coated.	1	Lump	\$ 5,250.00
w.	Rebuild bowl assembly currently installed in Well No. 16 including new impeller shaft, bronze bowl bushings, trimming impeller skirts, installation of wear rings, exterior sandblasted and epoxy coated.	1	Lump	\$ 5,862.00
x.	Rebuild bowl assembly currently installed in Well No. 4 including new impeller shaft, bronze bowl bushings, trimming impeller skirts, installation of wear rings, exterior sandblasted and epoxy coated.	1	Lump	\$ 9,410.00
y.	Rebuild bowl assembly currently installed in Well No. 48 including new impeller shaft, bronze bowl bushings, trimming impeller skirts, installation of wear rings, exterior sandblasted and epoxy coated.	1	Lump	\$ 4,910.00
z.	10 inch dia. x 5 feet long section of epoxy coated scd. 40 steel API threaded carrier pipe	1	Each	\$ 963.00
aa.	8 inch dia. x 5 feet long section of epoxy coated scd. 40 steel API threaded carrier pipe	1	Each	\$ 720.00
ab.	6 inch dia. x 5 feet long section of epoxy coated scd. 40 steel API threaded carrier pipe	1	Each	\$ 585.00
ac.	6 inch diameter mis-alignment joint coupling	1	Each	\$ 1,103.00
ad.	8 inch diameter mis-alignment joint coupling	1	Each	\$ 1,425.00
ae.	10 inch diameter mis-alignment joint coupling	1	Each	\$ 1,809.00
af.	12 inch diameter pipe sized Link-Seal® wall penetration seal	1	Each	\$ 470.00
ag.	10 inch diameter pipe sized Link-Seal® wall penetration seal	1	Each	\$ 395.00
ah.	8 inch diameter pipe sized Link-Seal® wall penetration seal	1	Each	\$ 350.00
ai.	6 inch diameter pipe sized Link-Seal® wall penetration seal	1	Each	\$ 275.00

aj.	6 inch dia. x 18 inch long section of epoxy coated scd. 40 steel carrier pipe with 150 lb. bolt flange welded to one end	1	Each	\$ 585.00
ak.	Submersible motor coupled turbine pump bowl assembly matching the existing design point of well no. 4 that meets or exceeds the conditions and efficiency of the existing assembly. Pump bowls shall be cast iron coated as specified herein, bearings shall be bronze, impellers shall be stainless steel or bronze, shafts shall be 416L stainless steel or better.	1	Each	\$ 2,478.00
al.	Submersible motor coupled turbine pump bowl assembly matching the existing design point of well no. 48 that meets or exceeds the conditions and efficiency of the existing assembly. Pump bowls shall be cast iron and coated as specified herein, bearings shall be bronze, impellers shall be stainless steel or bronze, shafts shall be 416L stainless steel or better.	1	Each	\$ 17,672.00
am.	6 inch diameter 90 degree sch. 40 carbon steel elbow with welded 150 lb. AWWA/ANSI bolted flanges.	1	Each	\$ 675.00
an.	8 inch diameter 90 degree sch. 40 carbon steel elbow with welded 150 lb. AWWA/ANSI bolted flanges.	1	Each	\$ 762.00
ao.	10 inch diameter 90 degree sch. 40 carbon steel elbow with welded 150 lb. AWWA/ANSI bolted flanges.	1	Each	\$ 988.00
ap.	8 inch to 10 inch diameter reducing pipe coupling suitable for joining 8 inch diameter sch. 40 carbon steel pipe to 10 inch diameter cast iron pipe.	1	Each	\$ 1,693.00
aq.	10 inch to 12 inch diameter reducing pipe coupling suitable for joining 10 inch diameter sch. 40 carbon steel pipe to 12 inch diameter cast iron pipe.	1	Each	\$ 1,992.00
ar.	10 in diameter carbon steel sch. 40 pipe to 12 inch ductile iron mechanically restrained pipe coupling	1	Each	\$ 3,031.00

Total of Line Item 6:	\$ 141,405.00
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Pricing Worksheet for Rehabilitation of Water Production Wells - SARGENT DRILLING

Line Item	Sub-Line Item	Description	Quantity	Unit	Price	Technique No. 1 Pricing	Technique No. 2 Pricing	Technique No. 3 Pricing
Example:	A.	Pull and Inspect Pump	1	Lot	\$10.00			
	B.	Complete Pump Replacement	1	Lot	\$10.00			
	C.	Well Rehabilitation	1	Lot		\$40.00	\$20.00	\$30.00
	D.	Install Pump	1	Lot	\$10.00			
	Sub-Total for Example (one for each sub-line item "C" technique) - Summation of Sub-Line Items A, B, C, D					\$70.00	\$50.00	\$60.00
Well No. 4	A.	Pull and Inspect Pump	1	Lot	\$23,000.00			
	B.	Complete Pump Replacement	1	Lot				
	C.	Well Rehabilitation	1	Lot		\$81,827.00	\$130,827.00	\$89,188.00
	D.	Install Pump	1	Lot	\$19,950.00			
	Sub-Total for Well No. 4 (one for each sub-line item "C" technique) - Summation of Sub-Line Items A, B, C, D					\$124,777.00	\$173,777.00	\$132,138.00
Well No. 14	A.	Pull and Inspect Pump	1	Lot	\$23,000.00			
	B.	Complete Pump Replacement	1	Lot				
	C.	Well Rehabilitation	1	Lot		\$85,327.00	\$134,327.00	\$89,188.00
	D.	Install Pump	1	Lot	\$19,950.00			
	Sub-Total for Well No. 14 (one for each sub-line item "C" technique) - Summation of Sub-Line Items A, B, C, D					\$128,277.00	\$177,277.00	\$132,138.00
Well No. 15	A.	Pull and Inspect Pump	1	Lot	\$23,000.00			
	B.	Complete Pump Replacement	1	Lot				
	C.	Well Rehabilitation	1	Lot		\$86,125.00	\$135,215.00	\$89,188.00
	D.	Install Pump	1	Lot	\$19,950.00			
	Sub-Total for Well No. 15 (one for each sub-line item "C" technique) - Summation of Sub-Line Items A, B, C, D					\$129,075.00	\$178,165.00	\$132,138.00
Well No. 16	A.	Pull and Inspect Pump	1	Lot	\$23,000.00			
	B.	Complete Pump Replacement	1	Lot				
	C.	Well Rehabilitation	1	Lot		\$86,125.00	\$135,215.00	\$89,188.00
	D.	Install Pump	1	Lot	\$19,950.00			

The cells are filled as an example of the summation of the sub-line items.

Sub-Total for **Well No. 16** (one for each sub-line item "C" technique) - Summation of Sub-Line Items A, B, C, D

\$129,075.00

\$178,165.00

\$132,138.00

Well No. 43

A.	Pull and Inspect Pump	1	Lot	\$23,000.00
B.	Complete Pump Replacement	1	Lot	
C.	Well Rehabilitation	1	Lot	
D.	Install Pump	1	Lot	

\$89,154.00

\$225,218.00

\$176,252.00

Sub-Total for **Well No. 48** (one for each sub-line item "C" technique) - Summation of Sub-Line Items A, B, C, D

\$112,154.00

\$248,218.00

\$199,252.00

Total Cost (Summation of Line Items Well No. 4, 14, 15, 16, and 48 sub-total) for each sub-line item "C" technique.

\$623,358.00

\$955,602.00

\$727,804.00

Line Item No. 6

BELOW ITEMS ARE NOT TO BE IN CONSIDERATION OF BID

Price

a.	10 inch dia. x 21 feet long threaded epoxy coated submersible pump sch. 40 steel column pipe with 10 inch API epoxy coated couplings	1	Each	\$ 3,300.00
b.	8 inch dia. X 21 feet long threaded epoxy coated submersible pump sch. 40 steel column pip with 10 inch API epoxy coated couplings	1	Each	\$ 2,310.00
c.	12 inch dia. X 21 feet long threaded epoxy coated submersible pump sch. 40 steel column pip with 12 inch API epoxy coated couplings			\$ 4,551.80
d.	6 inch dia. x 21 feet long threaded epoxy coated submersible pump sch. 40 steel column pipe with 6 inch API epoxy coated couplings	1	Each	\$ 1,716.00
e.	6 inch dia. x 2 feet 6 inch long threaded epoxy coated submersible pump sch. 40 steel column pipe nipple	1	Each	\$ 277.20
f.	6 inch dia. API threaded 304 stainless steel coupling and coated as specified	1	Each	\$ 1,028.50
g.	8 inch dia. API threaded 304 stainless steel coupling and coated as specified	1	Each	\$ 1,584.00
h.	10 inch dia. API threaded 304 stainless steel coupling and coated as specified	1	Each	\$ 3,102.00
i.	12 inch dia. API threaded 304 stainless steel coupling and coated as specified	1	Each	\$ 4,620.00
j.	10 inch dia. x 2 feet 6 inch long threaded epoxy coated submersible pump sch. 40 steel column pipe nipple	1	Each	\$ 950.40

k.	10 inch dia. x 10 feet long section of 1-1/2 inch shafting x 2 1/2 inch tubing epoxy coated scd. 40 steel column pipe assembly with combination couplings or brass drop in spiders - NO "black widow" spiders	1	Each	\$ 3,740.00
l.	8 inch dia. x 10 feet long section of 1-3/16 inch shafting x 2 inch tubing epoxy coated sch. 40 steel column pipe assembly with combination couplings or brass drop-in spiders - NO "black widow" spiders	1	Each	\$ 2,981.00
m.	10 inch dia. x 10 feet long section of 1-11/16 inch dia. shafting x 2 1/2 inch dia. tubing epoxy coated scd. 40 steel column pipe assembly with combination couplings or brass drop in spiders - NO "black widow" spiders	1	Each	\$ 4,516.60
n.	Christensen (or pre-approved equal) 1800 rpm, epoxy coated cast iron pump bowl assembly that will meet or exceed the conditions and efficiency of the existing pump installed in Well No. 14 per spec.	1	Each	\$ 8,010.20
o.	Christensen (or pre-approved equal) 1800 rpm, epoxy coated cast iron pump bowl assembly that will meet or exceed the conditions and efficiency of the existing pump installed in Well No. 15 per spec.	1	Each	\$ 9,204.80
p.	Christensen (or pre-approved equal) 1800 rpm, epoxy coated cast iron pump bowl assembly that will meet or exceed the conditions and efficiency of the existing pump installed in Well No. 16 per spec.	1	Each	\$ 8,010.20
q.	Mid-America (or pre-approved equal) 3600 rpm, epoxy coated cast iron pump bowl assembly that will meet or exceed the conditions and efficiency of the existing pump installed in Well No. 48 per spec.	1	Each	\$ 4,775.10
r.	Christensen (or pre-approved equal) 3600 rpm, epoxy coated cast iron pump bowl assembly that will meet or exceed the conditions and efficiency of the existing pump installed in Well No. 4 per spec.	1	Each	\$ 4,203.10
s.	Cast motor/suction adaptor for 10RALC pump existing in Well No. 4	1	Each	\$ 933.90
t.	Cast motor/suction adaptor for 11CLC-GP pump existing in Well No. 48	1	Each	\$ 1,603.80
u.	Rebuild bowl assembly currently installed in Well No. 14 including new impeller shaft, bronze bowl bushings, trimming impeller skirts, installation of wear rings, exterior sandblasted and epoxy coated.	1	Lump	\$ 3,078.90
v.	Rebuild bowl assembly currently installed in Well No. 15 including new impeller shaft, bronze bowl bushings, trimming impeller skirts, installation of wear rings, exterior sandblasted and epoxy coated.	1	Lump	\$ 3,465.00

w.	Rebuild bowl assembly currently installed in Well No. 16 including new impeller shaft, bronze bowl bushings, trimming impeller skirts, installation of wear rings, exterior sandblasted and epoxy coated.	1	Lump	\$ 3,052.50
x.	Rebuild bowl assembly currently installed in Well No. 4 including new impeller shaft, bronze bowl bushings, trimming impeller skirts, installation of wear rings, exterior sandblasted and epoxy coated.	1	Lump	\$ 1,723.70
y.	Rebuild bowl assembly currently installed in Well No. 48 including new impeller shaft, bronze bowl bushings, trimming impeller skirts, installation of wear rings, exterior sandblasted and epoxy coated.	1	Lump	\$ 2,620.20
z.	10 inch dia. x 5 feet long section of epoxy coated scd. 40 steel API threaded carrier pipe	1	Each	\$ 1,080.20
aa.	8 inch dia. x 5 feet long section of epoxy coated scd. 40 steel API threaded carrier pipe	1	Each	\$ 797.50
ab.	6 inch dia. x 5 feet long section of epoxy coated scd. 40 steel API threaded carrier pipe	1	Each	\$ 685.30
ac.	6 inch diameter mis-alignment joint coupling	1	Each	\$ 850.30
ad.	8 inch diameter mis-alignment joint coupling	1	Each	\$ 1,393.70
ae.	10 inch diameter mis-alignment joint coupling	1	Each	\$ 1,393.70
af.	12 inch diameter pipe sized Link-Seal® wall penetration seal	1	Each	\$ 644.60
ag.	10 inch diameter pipe sized Link-Seal® wall penetration seal	1	Each	\$ 531.30
ah.	8 inch diameter pipe sized Link-Seal® wall penetration seal	1	Each	\$ 455.40
ai.	6 inch diameter pipe sized Link-Seal® wall penetration seal	1	Each	\$ 379.50
aj.	6 inch dia. x 18 inch long section of epoxy coated scd. 40 steel carrier pipe with 150 lb. bolt flange welded to one end	1	Each	\$ 877.80
ak.	Submersible motor coupled turbine pump bowl assembly matching the existing design point of well no. 4 that meets or exceeds the conditions and efficiency of the existing assembly. Pump bowls shall be cast iron coated as specified herein, bearings shall be bronze, impellers shall be stainless steel or bronze, shafts shall be 416L stainless steel or better.	1	Each	\$ 4,203.10
al.	Submersible motor coupled turbine pump bowl assembly matching the existing design point of well no. 48 that meets or exceeds the conditions and efficiency of the existing assembly. Pump bowls shall be cast iron and coated as specified herein, bearings shall be bronze, impellers shall be stainless steel or bronze, shafts shall be 416L stainless steel or better.	1	Each	\$ 4,775.10
am.	6 inch diameter 90 degree sch. 40 carbon steel elbow with welded 150 lb. AWWA/ANSI bolted flanges.	1	Each	\$ 979.00

an.	8 inch diameter 90 degree sch. 40 carbon steel elbow with welded 150 lb. AWWA/ANSI bolted flanges.	1	Each	\$ 1,650.00
ao.	10 inch diameter 90 degree sch. 40 carbon steel elbow with welded 150 lb. AWWA/ANSI bolted flanges.	1	Each	\$ 2,750.00
ap.	8 inch to 10 inch diameter reducing pipe coupling suitable for joining 8 inch diameter sch. 40 carbon steel pipe to 10 inch diameter cast iron pipe.	1	Each	\$ 1,855.70
aq.	10 inch to 12 inch diameter reducing pipe coupling suitable for joining 10 inch diameter sch. 40 carbon steel pipe to 12 inch diameter cast iron pipe.	1	Each	\$ 2,028.40

Total for Line Item 6: \$ 112,689.50

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order for \$555,735.00 to Mongan Painting, LLC for protective coating replacement of Contact Basin 6 & Splitter Basin 3 at the Courtney Bend Water Treatment Plant. **Approved**

Recommendations:

Council approval is recommended.

Background:

This project is for the replacement of the aging protective coating on the interior, exterior, and catwalk structure of Contact Basin #6 as well as the adjacent Splitter #3. These coatings will further protect the steel structure from corrosion, ensuring safe and clean drinking water.

It is Municipal Services Staff's recommendation that the bid submitted by Mongan Painting, LLC. In response to City Invitation to Bid #25035 in the amount of \$555,735.00 be accepted by the City. The value of this recommendation reflects the summation of pricing submitted by Mongan Painting, LLC for line items one through four.

The Procurement Office of the Finance Department issued Invitation to Bid ("ITB") #25035 on July 21, 2025. The ITB was publicly available through the City's e-bidding service provider, Public Purchase. 468 potential bidders were notified of the ITB, thirty-four (34) accessed the ITB.

The City received four bids in response to ITB #25035. Upon review by staff, it was determined the bid submitted by Mongan Painting, LLC. met the requirements specified, and was the lowest, best bid received. Mongan Painting, LLC. appears to possess the necessary capability and capacity to successfully perform the work required.

This project is a budgeted line item in the Municipal Services' fiscal year 2025-2026 operating budget.

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 \$555,735.00. Funding for the protective coating replacement of Contact Basin 6 & Splitter Basin 3 is included in the fiscal year 2025-2026 proposed budget, page 188, account number (0404815-5212) Other Maintenance Services.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Melissa Cabrera
Mike Jackson
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Bid Tab - ITB #25035

Invitation To Bid (ITB) #25035 - Protective Coating Replacement of Contact Basin 6 & Splitter Basin 3
 Bid Close Date - August 18, 2025

Vendor					Allen Blasting and Coating		Genesis Environmental		* Mongan Painting, LLC *		Thomas Industrial Coatings	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	New protective coating system for contact basion no. 6	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to the wetted surfaces of Contact Basin No. 6.	1	Lump Sum	\$248,208.00	\$248,208.00	\$410,134.00	\$410,134.00	\$290,790.00	\$290,790.00	\$252,010.00	\$252,010.00
2.	Surface prep and application of new protective coating system to the exterior of contact basin no. 6	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to the exterior surfaces of Contact Basin No. 6.	1	Lump Sum	\$191,876.00	\$191,876.00	\$175,772.00	\$175,772.00	\$114,215.00	\$114,215.00	\$192,065.00	\$192,065.00
3.	New protective coating system for splitter basin no. 3	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to the wetted surfaces of Splitter Basin No. 3.	1	Lump Sum	\$31,409.00	\$31,409.00	\$95,000.00	\$95,000.00	\$56,895.00	\$56,895.00	\$66,235.00	\$66,235.00
4.	Surface prep and application of new protective coating system to the exterior of splitter basin no. 3	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to the exterior surfaces of Splitter Basin No. 3.	1	Lump Sum	\$90,085.00	\$90,085.00	\$119,366.00	\$119,366.00	\$93,835.00	\$93,835.00	\$129,465.00	\$129,465.00
TOTAL					\$561,578.00		\$800,272.00		\$555,735.00		\$639,775.00	

* Mongan Painting, LLC recommended for award based on being the apparent low bidder.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize a purchase order with Black & McDonald for the provision of two (2) augmented journeyman lineman crews to support Independence Power & Light (IPL) operations through December 31, 2025. **Approved**

Recommendations:

IPL staff recommends approval.

Background:

Independence Power & Light (IPL) has experienced persistent staffing shortages within its Transmission & Distribution (T&D) line operations, impacting the utility's ability to meet ongoing maintenance and construction requirements. To ensure continued reliability and safe operations, IPL seeks to temporarily augment its workforce by engaging Black & McDonald to provide two (2) full augmented line crews through the end of calendar year 2025. Due to peak season, IPL is unable to follow normal procurement procedures.

Black & McDonald possesses a qualified workforce familiar with IPL's system, in conjunction with IBEW Local 53, along with the specialized equipment and availability needed to immediately supplement IPL's T&D capabilities. This arrangement will enable IPL to meet critical workload demands, maintain customer reliability, support capital project schedules, and provide operational flexibility while recruitment efforts continue.

IPL intends to issue a competitive Request for Proposals (RFP) for services in 2026 and beyond to open this scope of work to competitive bids. The current request for sole source authorization is limited to the short-term period through December 31, 2025.

The requested authorization is for up to \$500,000 to be funded by T&D salary savings transferred to the Professional Services account. This temporary measure will help ensure system reliability, maintain continuity of operations, and support IPL's ability to meet customer requirements and schedules on critical capital projects. The arrangement will remain in place until permanent staffing levels can be restored, and the competitive RFP process is completed.

Approval of this item authorizes change orders up to ten percent (10%) of the original authorized amount, provided appropriations are available. This also authorizes the City Manager to issue the appropriate transfers from T&D Salaries to T&D Professional Services account.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City totals \$500,000. Funding for the augmented journeyman lineman crews will be provided through salary savings from 0206150.5100 (T&D, Salaries), with a transfer into 0206150-5226 (T&D, Professional Services), IPL Fund 020.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

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

ATTACHMENTS:

1. Sole - Emergency Source Form - Black & McDonald - Augemented Journeyman Lineman Services to December 31, 2025
2. B&M IPL Local 53 Rates - 2025-8-31 to 2026-8-29



PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above \$10,000.00

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 is 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 PRUCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE	
Proposed supplier name and address: Black & McDonald, 6900 Executive Dr. KCMO 64120	Munis Vendor ID #: Or attach Supplier's W-9 Form
Purchase Requisition #:	Estimated Cost: \$ 500,000
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 service ☐ 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 - Black & McDonald possesses a qualified workforce familiar with IPL's system, along with the specialized equipment and availability needed to immediately supplement IPL's T&D capabilities. This arrangement will enable IPL to meet critical workload demands, maintain customer reliability, support capital project schedules, and provide operational flexibility while recruitment efforts conitnue.	
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 - Supports the department's on-going issues with peak season and completing large projects.	
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: Joe Hegendefffer	Department: IPL
Signature:	Title: Director of IPL
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:

Khristina Irvine

From: Joseph Hegendefffer
Sent: Thursday, August 28, 2025 7:35 AM
To: Khristina Irvine; Ricky de Aragon
Subject: RE: Contracting/Augmented Journeyman Lineman

This looks good to me. I don't have any changes. Thanks



Joe Hegendefffer
Director

O - 816.325.7494
C - 816.267.3587
jhegendefffer@indepmo.org

21500 E Truman Rd.
Independence MO 64056

From: Khristina Irvine <kirvine@indepmo.org>
Sent: Wednesday, August 27, 2025 5:11 PM
To: Joseph Hegendefffer <jhegendefffer@indepmo.org>; Ricky de Aragon <rdearagon@indepmo.org>
Subject: Contracting/Augmented Journeyman Lineman

Joe/Ricky, here is the paperwork to get the emergency P.O. for the above going and the transfer of funds going as well. Please let me know if you see any changes that need to be made and I will get this ball going with Rich as well as Finance.

I have some paperwork for the bid portion going as well but will need some help in the wording for the scope of work for the RFP.

Thanks!



Khristina Irvine
Assistant to the Director

O – 816-325-7434
kirvine@indepmo.org

**BLACK & McDONALD LABOR SCHEDULE
for City of Independence Power & Light**

IBEW Local 53			
2025-08-31 to 2026-08-29			
Classification	ST	OT	DT
Superintendent	\$ 146.57	\$ 209.35	\$ 272.12
General Foreman	\$ 136.99	\$ 195.40	\$ 253.80
Line Foreman	\$ 131.42	\$ 187.28	\$ 243.15
Journeyman Lineman	\$ 120.27	\$ 171.06	\$ 221.85
7th Step Apprentice	\$ 109.13	\$ 154.84	\$ 200.55
6th Step Apprentice	\$ 103.55	\$ 146.73	\$ 189.90
5th Step Apprentice	\$ 97.98	\$ 138.61	\$ 179.25
4th Step Apprentice	\$ 92.41	\$ 130.50	\$ 168.59
3rd Step Apprentice	\$ 86.84	\$ 122.39	\$ 157.94
2nd Step Apprentice	\$ 81.27	\$ 114.28	\$ 147.29
1st Step Apprentice	\$ 75.69	\$ 106.17	\$ 136.64
Heavy Equip. Operator	\$ 109.35	\$ 155.16	\$ 200.97
Bore Crew Foreman	\$ 107.64	\$ 152.68	\$ 197.71
Small Equip. Operator	\$ 90.97	\$ 128.40	\$ 165.84
Groundman	\$ 77.55	\$ 108.87	\$ 140.20
Substation Tech	\$ 120.27	\$ 171.06	\$ 221.85

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action to award a purchase order to Burns & McDonnell in the amount of \$267,000.00 to cover transmission planning support services for the Power & Light department. **Approved**

Recommendations:

Council approval is recommended.

Background:

Transmission planning is required for Power & Light by the Southwest Power Pool (SPP) utilizing North American Electric Reliability Corporation (NERC) standards. NERC develops and enforces reliability standards to reduce risks to the reliability and security of the electric grid. SPP is the regional transmission organization tasked with ensuring reliable supplies of power and adequate transmission infrastructure to the region. Each year, SPP studies the power grid and requires responses from members to support evaluation of the SPP power grid.

Completion of the required transmission studies allows IPL's participation in the SPP energy market and overall SPP reliability area. Included in the annual transmission planning effort are the Annual Transmission Assessment, SPP Random Data requests including model builds, database updates, and Verifications; Winter Peak Operating Study (WPOS); Summer Peak Operating Study (SPOS); and on-demand interconnection requests.

Burns & McDonnell (B&M) has provided excellent transmission planning support for the past several years. B&M is an approved A/E vendor, which has skill sets, software, and systems in place to provide the required support efficiently and economically. IPL System Operations and Transmission & Distribution divisions concur with the use of B&M for transmission planning support.

The requested services are to be performed and included in the fiscal year 2025-26 budget.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the city totals \$267,000.00. Funding for the transmission planning support is included in the fiscal year 2025-26 proposed budget, page 246, account number 0206160-5226, Engineering – Professional Services, IPL Fund 020.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

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

ATTACHMENTS:

1. 1898 & Co - IPL 2025-26 Transmission Support Professional Services Contract - executed
2. 2025 Transmission Support Services BM PROCUREMENT SOURCE JUSTIFICATION

CONTRACT FOR PROFESSIONAL SERVICES

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, 1898 & Co, a Burns & McDonnell Engineering Company Inc., a Corporation (hereinafter called Consultant).

WITNESSETH:

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be August 1, 2025.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by June 30, 2026.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed \$267,000.00.

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

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

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

ARTICLE 5 – PERMITS AND LICENSES

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

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

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

ARTICLE 8 – STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances. If Consultant fails to meet the foregoing standard of care, Consultant will re-perform the services which are necessary to correct failures of this standard of care, at its own cost, and without reimbursement from City. Failures to meet this standard of care shall be reported to the Consultant in writing within one (1) year from the performance of the Services. This obligation to re-perform the services is Consultant's sole obligation and City's sole and exclusive remedy with respect to defects in the quality of the services.

ARTICLE 9 – LIABILITY AND INDEMNIFICATION

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

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

Except in cases of gross negligence or willful misconduct and except to the extent such damages are otherwise covered by the insurance requirements set forth herein, in no event will either party be liable under this agreement to the other party or its affiliates for any special, indirect, consequential, including, without limitation, damages or losses in the nature of increase project costs, loss of revenue or profit, lost production, claims by customers of city, or governmental fines or penalties.

To the fullest extent permissible by law, the total liability, in the aggregate, of Consultant, its officers, directors, shareholders, employees, agents, affiliates, subcontractors and subconsultants, and any of them, to City and anyone claiming by, through or under City, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the services or this Agreement, including, but not limited to, tort claims, claims of negligence (of any degree), professional errors or omissions, breach of contract, breach of warranty, indemnity claims and strict liability of Consultant, its officers, directors, shareholders, employees, agents, subcontractors and subconsultants, and any of them, or otherwise shall not exceed the total compensation actually received by Consultant

for the price of the work order which references this Agreement under which the subject services are being performed.

ARTICLE 10 – INSURANCE

Architect, Engineering, and Survey Services

The Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

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

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

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

The City is to be named as an additional insured as the City's interest may appear for the General Liability. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Consultant.

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

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

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

ARTICLE 12 – DELAY IN PERFORMANCE

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

ARTICLE 13 – TERMINATION

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

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

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

ARTICLE 14 – WAIVER

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

ARTICLE 15 – SEVERABILITY

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

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – ASSIGNMENT

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

ARTICLE 18 – THIRD PARTY RIGHTS

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

ARTICLE 19 – INDEPENDENT CONSULTANTS

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

ARTICLE 20 – AUDIT

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

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

ARTICLE 21 – OWNER’S ENGINEER

Consultant is directed to rely upon information provided by or through City, without independent verification. When Consultant services require Consultant to view or observe work product prepared by the City or others working on behalf of City, the parties agree that such observation is solely for the purpose of understanding the information and work product. The review is not intended to be exhaustive and the observation was not invasive; nor is the limited review to validate, confirm, or assure another engineer’s calculations, design or efficacy, nor done as a QA/QC process, and thus should not be considered as recommendations to change design or as necessary to be implemented. Rather the limited review is solely to provide the City opinions and/or considerations that the City may or may not want to consider. No action or implementation regarding any opinion, recommendation, or observation expressed should be implemented without the involvement of the design engineer. Nothing provided herein or in any report or deliverable to City shall be interpreted by any party as Consultant taking responsibility for the design, and/or being the engineer of record or responsible charge; any comments etc., are strictly for City consideration, and may only be properly considered and incorporated into the design by the engineer of record. Consequently, the parties agree that Consultant has no duty to discover defects, deficiencies or problems that may exist in any work product that is observed.

ARTICLE 22 – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

The Consultant will furnish all information and reports required by Executive Order 11246 of

September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

ARTICLE 23 – GOVERNING LAW

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

ARTICLE 24 – COMMUNICATIONS

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

Richard de Aragon
Deputy Director
Independence Power & Light
17221 E 23rd Street South
Independence, MO 64051
rdearagon@indepmo.org
816-768-2529

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

ARTICLE 25 – SEPARATE CONTRACTS

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

ARTICLE 26 – ENTIRE CONTRACT

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

ARTICLE 27 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Consultants; Article 23 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

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

City

By: _____

Title: _____

Date: _____

Consultant

By: Adrian W. Mount

Title: Project Management Director

Date: 8/28/25



PROPOSAL FOR

2025-26 TRANSMISSION PLANNING SUPPORT



SUBMITTED TO

INDEPENDENCE POWER & LIGHT

JULY 18, 2025



July 18, 2025

Richard de Aragon
Deputy Director
Independence Power & Light
17221 E 23rd St. S.
Independence, MO 64051

Re: Proposal for 2025-26 Transmission Planning Support

Dear Mr. de Aragon:

1898 & Co.®, a part of Burns & McDonnell, is pleased to submit this proposal to the Independence Power & Light (IPL) for planning and consulting services for the 2025-2026 fiscal year. 1898 & Co. is well qualified and prepared in continuing to assist IPL with performing the required work. 1898 & Co. has not only supported IPL in previous study efforts but has also served in similar roles for other utilities across the nation and welcome this continued opportunity. The sections below outline the proposed scope, schedule, and cost for the support.

I would like to thank you for the opportunity to provide our proposal for transmission planning. Please do not hesitate to contact me directly with any questions you may have. We look forward to working with you!

Sincerely,

A handwritten signature in black ink, appearing to read 'Adam W. Mummert', written in a cursive style.

Adam W. Mummert, PE
Associate Project Manager

A handwritten signature in black ink, appearing to read 'Justin Helt', written in a cursive style.

Justin Helt, PE
Project Manager

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Appendices

Appendix A - Rate Sheet

Appendix B - 2025 SPP ANNUAL ENGINEERING DATA REQUEST
SCHEDULE

1898 & Co.

The world is changing quickly, and transformation is the new imperative. To stay ahead, you need a partner who understands your challenges, has the vision to see where the industry is heading, and can respond quickly to develop the strategies to help you get there—a trusted advisor with the experience and proven track record to uncover and deliver straightforward, actionable insights that transform your business.



Our Story

1898 & Co. is a global business, technology, and security consulting firm serving critical infrastructure industries. As an extension of your team, we plan, secure, and optimize your asset-intensive organization.

With experience spanning your physical and digital infrastructure, we turn data into action that enables smarter decision-making for your people and business. Backed by more than a century of industry experience as part of Burns & McDonnell, we understand the complexities of your asset-intensive business model, the trends impacting your industry, and the need to ground big ideas in operational realities.

From incremental organizational improvements to transformative operational solutions, clients trust 1898 & Co. to help them build a better tomorrow—from the ground up. Our experience and foresight converge to manage risk, digitally transform, and strategically plan—a sound voice and a steady hand guiding you every step of the way.

100%
employee-owned

Backed by
12K+
professionals at
Burns & McDonnell

70
global office locations

Project Understanding

We are excited about this opportunity and look forward to putting our experience to work for you! The following Scope of Work describes the components of the proposal, which is divided into five (5) top tasks:

- Task 1: 2025 Transmission Assessment
- Task 2: 2025-26 Winter Peak Operating Study
- Task 3: 2026 Summer Peak Operating Study
- Task 4: 2025-2026 SPP Engineering Data Request Support
- Task 5: General Planning Support

Scope of Services

Task 1: 2025 Transmission Assessment

1898 & Co. will perform the Study adhering to the requirements as outlined in the NERC TPL-001-5 Reliability Standard (TPL Standard). The 2025 Transmission Assessment consists of the following sub tasks:

- Steady State Analysis
- Short Circuit Analysis

Each sub task is described in further detail below.

Steady State Analysis

Steady State Model Development

The objective will be to develop the baseline models to be used for the steady state analysis. It is anticipated that the near-term analysis conducted in the 2024 Annual Assessment will be leveraged as previously conducted studies for near-term compliance with the TPL-001-5 Reliability Standard. Consistent with the TPL-001-5 Reliability Standard, analysis will include evaluation of impacts for the long-term planning horizon. 1898 & Co. will communicate with IPL to reach agreement on the appropriate SPP power flow models to use for the steady state analysis. Consideration will be given to the MDAG, ITP Base Reliability, and the ITP Market power flow models. At a minimum, the years and seasons outlined in Table 1 will be required.

Table 1: Steady State Base Cases

Horizon	Study Year	Season
Long-term	Year 10	Summer

Each of the baseline models will be reviewed and discussed with IPL to confirm the following normal system conditions are properly modeled:

- Existing facilities
- Known outage(s) of generation or transmission facility(ies)
- New planned facilities and changes to existing facilities
- Real and reactive load forecasts
- Known commitments for firm transmission service and interchange
- Resources (supply or demand side) required for load

No sensitivity cases will be developed for the longer-term planning horizon.

Perform Steady State Analysis

The objective will be to perform steady state analysis using the models selected and events defined in Table 2 below, using PTI PSS/E software.

Table 2: Steady State Analysis Events

Category	Type	Initial Condition	Event
P0	N-0	Normal System	None
P1	N-1	Normal System	Loss of generator, transmission circuit, transformer, shunt device, or single pole of a DC line
P2	N-1	Normal System	Opening of a line section w/o a fault; Bus section fault; Internal breaker fault (bus-tie and non-bus-tie);
P3	N-G-1	Loss of generator unit followed by system adjustments	Loss of generator, transmission circuit, transformer, shunt device, or single pole of a DC line
P4	N-2	Normal System	Loss of generator, transmission circuit, transformer, shunt device, or bus section <u>with stuck breaker under normal clearing</u>
P5	N-1	Normal System	Failure of a non-redundant component of a Protection System
P6	N-1-1	Loss of transmission circuit, transformer, shunt device, or single pole of a DC line followed by system adjustments	Loss of transmission circuit, transformer, shunt device, or single pole of a DC line
P7	N-2	Normal System	Loss of common structure or bipolar DC line
EE2c	Extreme	Normal System	Loss of a switching station or substation (loss of one voltage level plus transformers)

The applicable SPP Zonal Planning Criteria IPL planning criteria will be used to evaluate the system performance for thermal loadings and voltage violations. In any instance where the analysis indicates an inability of the system to meet the performance requirements outlined in Table 1 of the TPL Standard, 1898 & Co. will work in close communication with IPL to develop corrective action plans addressing how the performance requirements will be met, including but not limited to load shed, generation dispatch, and/or circuit switching. PowerGEM TARA software will be utilized to help develop the corrective action plans.

Project Development

The objective will be to develop system improvements to address reliability violations reported for events that do not allow for non-consequential load loss or interruption of firm-service. Solutions may consist of reconductoring or rebuilding existing facilities, development of new facilities, or upgrading terminal equipment of a facility to meet the required system performance. 1898 & Co. will work in close communication with IPL to determine the limiting element on a reported transmission facility as the starting point of developing possible solutions to address the need. Development of solutions will focus on the long-term needs while using the near-term results for staging as appropriate. Analysis will be performed on the developed solution(s) to confirm the system performance requirements are met.

Short Circuit Analysis

Model Development

The objective will be to develop the baseline models to be used for the short circuit analysis, following the same procedure as in the steady state analysis. Modeling assumptions incorporated into the steady state power flow models will be incorporated into the short circuit models. 1898 & Co. will communicate with IPL

to reach agreement on the appropriate short circuit case(es) as developed by the MDAG for the short circuit analysis.

Perform Short Circuit Analysis

The objective will be to determine over-dutied circuit breakers on IPLs transmission system under the system conditions defined above. Based on the equipment ratings provided by IPL, 1898 & Co. will determine whether circuit breakers have interrupting capability for faults that they will be expected to interrupt with any planned generation and transmission facilities in-service which could impact the Study area.

For any instance where short circuit current interrupting duty on a circuit breaker exceeds the corresponding equipment rating, corrective action plans will be developed and coordinated with IPL to address the equipment rating violation as required by the TPL-001-5 Reliability Standard.

2025 Transmission Assessment Deliverables

After completing the Study, 1898 & Co. will provide a draft report summarizing the assumptions, methodology, results, and conclusions. 1898 & Co. will also include a TPL-001-5 compliance index as an appendix to the report. After receiving comments from IPL on the draft report, 1898 & Co. will incorporate the changes and provide a final report in electronic format.

Task 2: 2025-26 Winter Peak Operating Study

The Winter Peak Operating Study is performed on an annual basis and completed in the fall. 1898 & Co. will perform the Study adhering to the requirements as outlined in the NERC TPL-001-5 Reliability Standard (TPL Standard). The Winter Peak Operating Study consists of the following sub tasks:

- Project Management, Initiation, and Coordination
- Steady State Analysis
- Operating Guide Development
- Transformer Tap Adjustment Table Development

Each sub task is described in further detail below.

Steady State Analysis

Power flow analysis will be performed for the current year using a regional SPP transmission model. 1898 & Co. will facilitate communication with IPL to determine the appropriate load and generation modifications to reflect the upcoming season and will apply these modifications to the model. Each of the baseline models will be reviewed and discussed with IPL to confirm the following normal system conditions are properly modeled:

- Existing facilities
- Known outage(s) of generation or transmission facility(ies)
- New planned facilities and changes to existing facilities
- Real and reactive load forecasts
- Known commitments for firm transmission service and interchange
- Resources (supply or demand side) required for load

Consideration will be given to planned outages on neighboring systems to IPL. From this review, if appropriate, a maximum of two sensitivities will be developed.

Each operating assessment will be performed in accordance with the planning events and extreme events defined in the NERC TPL-001-5 transmission planning reliability standard on the IPL system and portions of

neighboring systems. Defined events from previous efforts will be reviewed and addressed during the discussion at the kick-off meeting.

Applicable loading and voltage criteria will be determined and agreed upon through discussion with IPL at the time of the study. Loading and voltage violations will be reported for 69 kV and above facilities on IPL's system and portions of neighboring areas, specifically Evergy and Associate Electric Cooperative Inc. (AECI). Mitigations to the reported violations on IPL's system will be developed with allowable system adjustments within IPL, as defined in the NERC TPL reliability standard. The mitigations will be captured and documented for development of new operating guides.

Operating Guide Development

In connection with developing mitigation measures to address the power flow violations, 1898 & Co. will develop detailed operating guides for each violation. The operating guides will include at a minimum the following:

- Primary facility outage
- Mitigating action that is required to prevent the reported violation
- Minimum IPL system load at which the mitigating action is required (i.e. no mitigating action is required if the IPL system load is below this value)

An Appendix will be provided that includes the above information as well as the following:

- The facility that was reported as the violation
- Secondary facility outage that resulted in the reported violation (if applicable)
- The percent loading or per unit voltage of the facility reported as the violation
- Additional data as requested from IPL Operations

1898 & Co. will continue to improve the data summary captured in the operating guides and cover letter based on the feedback received from IPL Operations.

Operating Guides will be developed for the baseline models only.

Transformer Tap Adjustment Table Development

In connection with developing the mitigation measures to address the power flow violations, 1898 & Co. will develop detailed transformer tap adjustment tables for each violation for which the operating guide specifies transformer tap adjustment as the mitigation. Transformer Tap Adjustment Tables will be developed for the baseline models only.

Winter Peak Operating Study Deliverables

The deliverables of the steady state analysis will include the following:

- Tabulation of all observed facility overloads or voltage violations under "normal" operating conditions and possible mitigation and/or upgrade strategies.
- Tabulation of all observed facility overloads or voltage violations under contingency operating conditions and possible mitigation and/or upgrade strategies.
- Summary of new operating guides detailing the information as outlined above, including transformer taps tables.

After completing the analysis, 1898 & Co. will provide a draft report to IPL summarizing the assumptions, methodology, results, and conclusions of the assessment. After receiving comments from IPL on the draft report, 1898 & Co. will incorporate the changes and provide a final report in electronic format.

Task 3: 2026 Summer Peak Operating Study

The Summer Peak Operating Study is performed on an annual basis and completed in the spring. 1898 & Co. will perform the Study adhering to the requirements as outlined in the NERC TPL-001-5 Reliability Standard (TPL Standard). The Summer Peak Operating Study consists of the following sub tasks:

- Project Management, Initiation, and Coordination
- Steady State Analysis
- Operating Guide Development
- Transformer Tap Adjustment Table Development

Each sub task is described in further detail below.

Steady State Analysis

Power flow analysis will be performed for the current year using a regional SPP transmission model. 1898 & Co. will facilitate communication with IPL to determine the appropriate load and generation modifications to reflect the upcoming season and will apply these modifications to the model. Each of the baseline models will be reviewed and discussed with IPL to confirm the following normal system conditions are properly modeled:

- Existing facilities
- Known outage(s) of generation or transmission facility(ies)
- New planned facilities and changes to existing facilities
- Real and reactive load forecasts
- Known commitments for firm transmission service and interchange
- Resources (supply or demand side) required for load

Consideration will be given to planned outages on neighboring systems to IPL. From this review, if appropriate, a maximum of two sensitivities will be developed.

Each operating assessment will be performed in accordance with the planning events and extreme events defined in the NERC TPL-001-5 transmission planning reliability standard on the IPL system and portions of neighboring systems. Defined events from previous efforts will be reviewed and addressed during the discussion at the kick-off meeting.

Applicable loading and voltage criteria will be determined and agreed upon through discussion with IPL at the time of the study. Loading and voltage violations will be reported for 69 kV and above facilities on IPL's system and portions of neighboring areas, specifically Evergy and Associate Electric Cooperative Inc. (AECI). Mitigations to the reported violations on IPL's system will be developed with allowable system adjustments within IPL, as defined in the NERC TPL reliability standard. The mitigations will be captured and documented for development of new operating guides.

Operating Guide Development

In connection with developing the mitigation measures to address the power flow violations, 1898 & Co. will develop detailed operating guides for each violation. The operating guides will include at a minimum the following:

- Primary facility outage
- Mitigating action that is required to prevent the reported violation
- Minimum IPL system load at which the mitigating action is required (i.e. no mitigating action is required if the IPL system load is below this value)

An Appendix will be provided that includes the above information as well as the following:

- The facility that was reported as the violation
- Secondary facility outage that resulted in the reported violation (if applicable)
- The percent loading or per unit voltage of the facility reported as the violation
- Additional data as requested from IPL Operations

1898 & Co. will continue to improve the data summary captured in the operating guides and cover letter based on the feedback received from IPL Operations.

Operating Guides will be developed for the baseline models only.

Transformer Tap Adjustment Table Development

In connection with developing the mitigation measures to address the power flow violations, 1898 & Co. will develop detailed transformer tap adjustment tables for each violation for which the operating guide specifies transformer tap adjustment as the mitigation. Transformer Tap Adjustment Tables will be developed for the baseline models only.

Summer Peak Operating Study Deliverables

The deliverables of the steady state analysis will include the following:

- Tabulation of all observed facility overloads or voltage violations under “normal” operating conditions and possible mitigation and/or upgrade strategies.
- Tabulation of all observed facility overloads or voltage violations under contingency operating conditions and possible mitigation and/or upgrade strategies.
- Summary of new operating guides detailing the information as outlined above, including transformer taps tables.

After completing the analysis, 1898 & Co. will provide a draft report to IPL summarizing the assumptions, methodology, results, and conclusions of the assessment. After receiving comments from IPL on the draft report, 1898 & Co. will incorporate the changes and provide a final report in electronic format.

Task 4: 2025-2026 SPP Engineering Data Request Support

SPP requests specific data necessary to commence engineering studies and assessments. SPP also requires members to participate in multiple model build processes for compliance with MOD-032. 1898 & Co. will support IPL’s participation in these SPP efforts as outlined in the following sections.

Annual Data Requests

The annual data requests are distributed throughout the calendar year with set milestone dates. 1898 & Co. will assist IPL in developing and providing the data for many requests throughout the year. Based on previous conversations with IPL, 1898 & Co. will support the data preparations for the following requests during IPL’s 2025 fiscal year, ending June 30, 2026:

Table 3: Data Request Items

Item	Anticipated Due Date
FAC-001 Transmission Owner Interconnection Requirements	7/31/2025
Quarterly Project Tracking Data Q3	8/1/2025
2025 Facilities Data	8/18/2025
Zero Sequence Data	8/29/2025
2025 TPL-001-5 Steady State Corrective Action Plans	9/1/2025
2026 ITP 69 kV Contingencies for Assessments	9/22/2025
2025 Invalid Steady State Contingencies	9/23/2025
October NITSA Data Submittal	10/1/2025
Transmission Operating Guides	10/17/2025
2026 ITP/TPL BES Inclusion /Exclusion List	10/20/2025
2026 ITP/TPL TPL-001-5 Spare Equipment Strategy List	10/20/2025
2025 TPL-001-5 Stability Corrective Action Plans and System Adjustments	10/24/2025
Quarterly Project Tracking Data Q4	10/31/2025
NERC TPL-007 GIC Modeling Data Collection for GMD Assessment	11/1/2025
PRC-006 UFLS	12/9/2025
PRC-010 UVLS	12/9/2025
2026 ITP/TPL TPL-001-5 Short Circuit ANSI Fault Current Calculations Parameters	12/10/2025
MOD-030-3 Subsystem Files	1/20/2026
Quarterly Project Tracking Data Q1	1/30/2026
2026 ITP/TPL-001-5 Short Circuit Needs	2/14/2026
MDAG Dynamic Model Build	2/20/2026
2026 MDAG Powerflow and Short Circuit Model Build	3/1/2026
2026 TPL-001-5 Stability P1, P2, P3, P4, P5, P6, P7 and Extreme Events	3/3/2026
Zero Sequence and Positive Sequence Data	3/15/2026
2026 TPL-001-5 Short Circuit Corrective Action Plans	3/23/2026
Zonal Planning Criteria	4/1/2026
Quarterly Project Tracking Data Q2	5/2/2026
Resource Adequacy Data Submissions	5/15/2026
2027 TPL-001-5 Protection Scheme Contingencies	5/23/2026
2027 ITP/TPL Steady State TPL-001-5 P1, P2, P3, P4, P5, P6, P7 and Extreme Events	5/23/2026
2027 ITP/TPL Steady State and Stability PTPL-001-5 First Tier Contingencies	5/23/2026
NERC Compliance Contacts	6/1/2026
2026 ITP Market Economic Model Generation and Load Review	2 weeks
Max Fault Exceptions	30 days
MOD-033-2	90 days
MW-Mile Owner Length Data	90 days

Each of the items referencing year 2026 are anticipated to occur in the same month as outlined in the 2025 SPP Data Request schedule. 1898 & Co. will stay abreast of any change in the 2026 dates once issued by SPP. Each item is described in full detail in the 2025 SPP Annual Engineering Data Request and Schedule document that is attached to this proposal.

SPP Model Build Process Support

1898 & Co. will support IPL's participation in the SPP annual model build process. This will include supporting data preparations for data requests in addition to those listed above and reviewing posted models to ensure the accuracy of IPL's portions of the models.

SPP ITP Process Support

1898 & Co. will support IPL's participation in the SPP Integrated Transmission Planning Process (ITP). This will include supporting data preparations for data requests in addition to those listed above, review of posted ITP files to ensure the files used in the ITP process accurately reflect IPL's system, review of posted ITP needs and portfolios for impacts to IPL's system, and preparation of ITP Detailed Project Proposals (DPPs) for projects to address needs on IPL's system (should any such needs be identified).

SPP General Support

1898 & Co. will support IPL in reporting SPP working group activity, responding to general SPP data requests in addition to those outlined in the above sections, and provide other support relating to SPP transmission planning efforts.

2024-2025 SPP Engineering Data Request Support Deliverables

For each of the data categories, 1898 & Co. will prepare the requested data in the proper format as instructed and provided by SPP. 1898 & Co. will also prepare an annual data record report that tabulates and tracks the details of the data that was submitted to SPP through the Annual Engineering Data Request process and other data requests.

Task 5: General Planning Support

IPL may desire assistance from time to time to receive services related to transmission planning, transmission and distribution consultation, neighboring utilities data requests and correspondence.

General Planning Support Scope of Services

All tasks will be performed in cooperation between IPL and 1898 & Co. for the period of July 1, 2025 through June 30, 2026. The intention is to work as a team, with 1898 & Co. staff responsible for the accomplishment of each requested task while working with IPL staff and keeping management apprised of the process, status, and results of the work. The requested tasks will be assigned based on individual expertise, with meetings and/or conference calls scheduled as necessary to coordinate activities and check the progression of the work. Transmission planning studies from previous general planning support engagements have included:

- Sub M 69 kV Bus Outage Impact Study
 - Evaluated the impact of disconnecting the Sub M 69 kV ring bus under winter peak conditions to replace breakers 2, 5, and 8. Several potential configurations were studied.
- Sub M to Hawthorn 161 kV Line Outage Impact Study
 - Evaluated the impact of a proposed outage plan that would remove the Sub M to Hawthorn 161 kV transmission line and the Sub F to Hawthorn 69 kV transmission line from service under May load conditions due to a KCPL maintenance outage at the Hawthorn substation.

Other requested ad hoc support from previous general planning support engagements has included:

- Continued support relating to the potential future Sub S substation
- Environmental raptor protection support
- Updating and revising IPL planning criteria
- Updating and revising IPL interconnection requirements
- Zonal Planning Criteria Due Diligence

General Planning Support Deliverables

The deliverables will be developed collaboratively and presented to IPL management and staff as required by the requested task. Meetings and/or conference calls will be scheduled at a mutually agreeable frequency to coordinate the activities.

Project Management, Coordination, and Schedule

Mr. Justin Helt will serve as the project manager and will be responsible for the proposed services. Mr. Helt is a Project Manager and has worked closely with IPL planning staff over the past several years in support of transmission planning services. Mr. Helt can be reached at (816) 800-9442 | justin.helt@1898andco.com.

The Project Manager will maintain project files as appropriate including, but not limited to, formal correspondence, conference memoranda, telephone memoranda, reports, manuals, calculations, technical data, action item lists and other relevant project information. Project communication will be accomplished via written and verbal communication as required by task and/or IPL request.

1898 & Co. will coordinate with IPL to identify an appropriate schedule for each deliverable requested within the identified Scope of Services. For SPP data request as outlined in Task 4, 1898 & Co. anticipates preparing the required data within the allotted time before the milestone dates issued by SPP.

Compensation

1898 & Co. will perform the Services described herein for a not-to-exceed fee of \$267,000, subject to the clarifications and assumptions noted herein. This fee includes travel expenses, as necessary and coordinated with the IPL. 1898 & Co. shall seek pre-approval from IPL should the level of effort required for the Scope of Services exceed the estimated fee. All services provided under this proposal are expected to be performed on a “time and expenses” basis according to the attached “Schedule of Hourly Professional Billing Rates”. 1898 & Co. will notify IPL should the level of effort exceed the estimated fee.

Terms and Conditions

All services in this letter proposal will be performed under the latest approved terms and conditions of the Contract for Professional Services between Burns & McDonnell Engineering Company Inc. and the City of Independence, Missouri (“Contract”).

Acceptance

If this letter proposal is acceptable, please issue a Contract for execution, including this proposal as an attachment, and subsequent purchase order upon counter execution of the Contract.

APPENDIX A - RATE SHEET

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$88.00
Technician *	6	\$110.00
Assistant *	7	\$134.00
	8	\$185.00
	9	\$219.00
Staff *	10	\$253.00
	11	\$277.00
Senior	12	\$316.00
	13	\$340.00
Associate	14	\$348.00
	15	\$350.00
	16	\$352.00
	17	\$356.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

APPENDIX B - 2025 SPP ANNUAL ENGINEERING DATA REQUEST SCHEDULE

SPP ANNUAL ENGINEERING DATA REQUEST SCHEDULE

2025

01/01/2025

SPP Engineering

REVISION HISTORY

DATE	AUTHOR	CHANGE DESCRIPTION	COMMENTS
2/15/2016	SPP Engineering	Initial Draft	
2/15/2017	SPP Engineering	Added New Sections	October NITSA Data Submittal, Corrective Action Plans, NERC TPL-001 GIC Data Collection for modeling for GMD Assessment, PRC-006-2 UFLS, PRC-021-1 UVLS
2/12/2018	SPP Engineering	Added New Sections	MOD-030-3 Subsystem Files, Facilities Data, Quarterly Project Tracking Data, Resource Adequacy Requirement and EIA-411 Data Submissions, MDAG Dynamic Model Data, MDAG Powerflow and Short Circuit Model Data, Steady State Corrective Action Plans, Stability Corrective Action Plans, Short Circuit Corrective Action Plans,
2/1/2019	SPP Engineering	Added New Sections	MOD-033-1, Generation and Load Review
1/24/2020	SPP Engineering		Updated Section 1. Added Section 27.
1/29/2021	SPP Engineering		Added Short Circuit Needs Identification, Transmission Owner Interconnection Requirements, and NERC Compliance Contacts
02/01/2023	SPP Engineering	Added New Sections	Transmission Operating Guides, Zero Sequence Data
12/28/2023	SPP Engineering		Updates listed from feedback
10/30/2024	SPP Engineering	Added New Section for Zero Sequence and Positive Sequence Data; updated dates,	The added Interconnect section within each request details which interconnect is applicable to each request.

DATE	AUTHOR	CHANGE DESCRIPTION	COMMENTS
		SPP contacts, and Added Interconnect Sections.	

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SECTION 1: ENGINEERING DATA REQUEST SCHEDULE

Annually, SPP requests data necessary to commence engineering studies and assessments. SPP developed this document to minimize duplicate engineering data requests while providing transparency for data submittal milestones. The requested data will be disseminated, as needed, within the SPP Engineering department. **This annual data request schedule applies to both the East and the West Interconnections unless otherwise noted within this document.**

The sections below list and describe what engineering data is being requested for various studies and assessments and provides the milestone date for submittal to SPP. **These milestone dates for data submittal are our best current estimates and are subject to change.** Each section in this document describes a different data request with specific request dates and milestone dates. In some cases, especially for request dates beyond the initial annual data request date, a more detailed subsequent data request will be communicated to the entities for clarification purposes. As you submit the engineering data to SPP, please notify the contacts listed in the sections below.

GLOBALSCAPE

For those requests requiring [GlobalScape](#) access, stakeholders must provide SPP with a signed [confidentiality agreement](#). Instructions can be obtained by clicking on the link. Please submit these forms via [SPP's Request Management System \(RMS\)](#) through the "GlobalScape (Docushare/State Estimator/RA) Access" Quick Pick. After the executed confidentiality agreement is received, an account will be created for the requester on [GlobalScape](#) and an email with instructions for logging on will be sent to the requester. For those that already have a [GlobalScape](#) account, no additional action is necessary.

RMS

[RMS](#) is the preferred method for receiving all inquiries and many of the requests below designate [RMS](#) as their preferred method for receiving data as well. To create a new [RMS](#) account:

- Click on Register Now
- Enter Login Name — This should be your company email address.
- Create a password — Your password must contain at least 8 characters, contain upper and lowercase letters and at least one number. You are required to change your RMS password every 90 days.
- Enter required information (name, address, etc.)
- Click Create My Account button

Upon creation of an account, you can immediately submit an inquiry or Request.

To submit an inquiry, select "Submit Request" in the left-hand menu on the Home page. The first drop-down item is "Quick Pick." Selecting the "Engineering Planning" Quick Pick ensures your request or inquiry gets to the appropriate SPP staff quickly. For additional tips, an [RMS Job Aid](#) can be found on [spp.org](#).

SECTION 2: 2025 INVALID STEADY STATE CONTINGENCIES

MILESTONE: Invalid Steady State Contingencies

Request Date: 08/22/2025

Due by: 09/23/2025

SPP Contacts

[Greg Lampley](#)

[Annaliese Behr](#)

Applicable Interconnections:

[East Only](#)

Entity Scope:

[SPP Transmission Planners](#)

SPP will post the list of existing invalid contingencies and solicit stakeholder review of this list as well as the identification of additional invalid contingencies. These invalid contingencies will be excluded from Planning analyses, including the 2026 ITP. **For new invalid contingencies, justification must be provided.**

The Invalid Contingency list can be found on [GlobalScape](#) at this path:

ITP (CEII, RSD) → ITP → Non-Competitive → NDA → 2026 ITP → Invalid Contingencies

Please submit questions and updates to the invalid contingencies list via [RMS](#) through the “ITP Submittal > Data Submittal” Quick Pick.

SECTION 3: MOD-030-3 SUBSYSTEM FILES

MILESTONE: MOD-030-3 Subsystem Files

Request Date: 01/6/2025

Due by: 01/20/2025

SPP Contacts

[Will Sayers](#)

[Planning Coordinator](#)

Applicable Interconnections:

[East Only](#)

Entity Scope:

[SPP Transmission Operators](#)

[SPP First-Tier Balancing Authority](#)

To simulate transfers between areas, participation points of MW decrease/increase should be specified in the subsystem file(s).

The subsystem file should contain the following:

- Provide units to participate in transfers including participation points. If absent from list, all units in area will participate.
- Provide a list of Independent Power Producers (IPPs) and wind farms that are in-service in the current study ITP model set to be included/excluded (2025 Fall, 2025 Summer, 2026 Winter, 2026 Spring)
- TOPs can specify generators to be excluded from use as participation points, such as generators that serve base load. The generation reduction should be based on economics, operating constraints or other criteria as specified by the Transmission Owner. The participation points used for import will be consistent for all transfer directions. Please use the format below to specify the generators being excluded from participation, circuit ID and reason for exclusion:

SYSTEM 'TEST-E-ALL'

AREA 900

SCALE ALL FOR EXPORT EXCEPT

BUS 999000 /

BUS 999001 /

Generator

Name of Gen 34.500

Name of Gen 34.500

Ckt

1

2

Reason for exclusion

wind.distribution

DVAR device

- Specify whether the subsystem file can be used on all four seasons. If not, provide separate subsystem files per season.

SPP Planning Criteria 6.4.2.3 default parameters will be used if the subsystem file is not reviewed and feedback provided to SPP staff in a timely manner.

SECTION 4: MOD-033-2

MILESTONE: MOD-033-2

Request Date: As Needed

Due by: 90 days after Request Date

SPP Contacts

Eric Sullivan

Zach Sabey

Jacob Lagrange

Applicable Interconnections:

East and West

Entity Scope:

SPP Transmission Operators

Per NERC Standard MOD-033-2, Planning Coordinators are required to establish consistent validation requirements to facilitate the collection of accurate data and building of planning models to analyze the reliability of the interconnected transmission system. As such, SPP, as the PC, must validate power flow and dynamic model performance against actual system behavior/response in order to determine if there are unacceptable differences.

For dynamics validation, the target of validation are the events that SPP determines are dynamic local events (which are disturbances on the power system that produce some measurable transient response, such as oscillations) or events which have significant impact on system performance.

The planning model validation requires a comparison of the performance of SPP's portion of the existing system in a planning dynamic model to actual system response during a dynamic event. **Once SPP has selected a system event for validation, event sequence data will be requested from the Transmission Operators (TOs). This data may be submitted to SPP in the form of logs, text files, or emails.**

SPP is requesting the following data initially from RC and TOP(s), but may request additional information at a later date:

- Bus voltage magnitude and angle
- Bus frequency
- Real power flow
- Reactive power flow
- Normal loading

The data provided should reflect a timeline of **5 minutes prior to the event through 10 minutes** after the event to adequately review the response of the BES elements on the SPP PC transmission system. Requested data can be provided via one or more of the following sources:

- EMS/State Estimator Data^[1]
 - Load (RC/TOP)
 - Generation Dispatch (RC/TOP)
 - Area Interchange (RC/TOP)
 - Transmission System Topology (RC/TOP)
 - Transmission/Generation Outages (RC/TOP)
 - Transmission/Generation Status (RC/TOP)
- EMS to Planning Model Mapping
 - Including summary of items translated and items that are not during mapping
 - Guidance on remaining components of the model for mapping to the planning model
 - Description of planning model used for mapping. This step should be coordinated with SPP Modeling contacts listed below.

The requested format for the data is summarized in the following table:

DATA	REQUIRED FOR	PROVIDED BY	REQUESTED FORMAT
EMS State Estimator Case	Steady State Validation	SPP EMS Modeling	PSSE .raw format
EMS to Planning Mapping	Mapping the topology, load, generation, interchange, and other model elements	SPP EMS Modeling, SPP Planning Modeling	Text, Microsoft Excel
Outage Information	Steady State Validation, Dynamic Model Validation,	SPP Outage Coordination Group (CROW)	Outages Mapped to PSSE models in EMS State Estimator Case
Synchrophasor Data*	Dynamic Model Validation	SPP Real-Time Engineering Support, TOP in SPP PC footprint	Per unit, Positive sequence data, Text, CSV, or Microsoft Excel
Dynamic DR/ DFR data*	Dynamic Model Validation	TOP in SPP PC footprint	Per unit, Positive sequence data

^[1] EMS/State Estimator Data can be provided as part of the EMS to Planning Model Mapped Case

Sequence of Event	Dynamic Model	SPP RC, TOP in SPP	Log files, text, email.
	Validation, Steady State		
	Validation		

* This information should include the PMU location, PMU bus number, any pi data (SCADA measurement), and single line diagram.

If you are unable to provide this data related to the event being requested, you must provide a written response to SPP indicating such within 30 days of the date of this request.

Please submit questions and updates by contacting the [SPP MOD-033 Team](#).

SECTION 5: 2025 FACILITIES DATA

MILESTONE: Facilities Data

Request Date: 8/4/2025

Due by: 8/18/2025

SPP Contacts

Ahmed Alazzawi

Kyle Vaughan

Transmission Planning

Applicable Interconnections:

East Only

Entity Scope:

SPP Transmission Owners

The facilities data request provides planning engineers with a detailed list of which reactive devices can be adjusted to maintain reliability during a contingency. This list helps reduce the number of invalid needs that make their way to the Needs Assessment. SPP transmission owners will be requested to provide updates to any facility data previously submitted, including new installations or removals of equipment. This information will include technical specifications for the following equipment types:

- Generators
- Transformers
- Switched shunts
- Conductors

SECTION 6: 2026 ITP MARKET ECONOMIC MODEL GENERATION AND LOAD REVIEW

MILESTONE: Market Economic Model Generation and Load Review

Pass 1 Trial 1

Request Date: September 2025

Due by: 2 weeks after request date

Pass 2

Request Date: January 2026

Due by: 2 weeks after request date

SPP Contacts

PJ Welch

Andrew Tiedt

Applicable Interconnections:

East Only

Entity Scope:

SPP Generator Owners

SPP Resource Planners

SPP Load Responsible Entities

SPP Load Serving Entities

SPP staff requests review of the economic parameters for generation and load model data to be utilized in the Integrated Transmission Planning (ITP) market economic models. An Excel workbook will be provided and will contain data to be reviewed and data to be surveyed.

Data to be reviewed is provided to SPP Stakeholders for review and does not require updates. Data to be surveyed is data that should be reviewed and updated as necessary and is provided by SPP Stakeholders to SPP.

SECTION 7: QUARTERLY PROJECT TRACKING DATA

MILESTONE: Quarterly Project Tracking

Q1 2025 Request Date: 1/20/2025

Due by: 1/31/2025

Q2 2025 Request Date: 4/21/2025

Due by: 5/2/2025

Q3 2025 Request Date: 7/21/2025

Due by: 8/1/2025

Q4 2025 Request Date: 10/20/2025

Due by: 10/31/2025

Q1 2026 Request Date: 1/19/2025

Due by: 1/30/2025

SPP Contacts

Tammy Bright

Victoria Doyle

Applicable Interconnections:

East Only

Entity Scope:

SPP Transmission Owners

SPP's Project Tracking program actively monitors the progress of approved SPP Transmission Expansion Plan (STEP), SPP Aggregate Study and TO planned projects. Each quarter, SPP staff polls transmission owners to determine the progress made on each approved project. This data is then compiled into a quarterly report for the Markets and Operations Policy Committee (MOPC), Regional State Committee (RSC), and SPP Board of Directors.

On a quarterly basis, the initial Project Tracking portfolio will be sent via email with a due date for requested updates. Staff will then request cost variance justifications for Applicable Projects with estimates outside their respective bandwidth thresholds. SPP Staff will notify TOs and the PCWG of cost estimates outside the precision bandwidth of +/- 20%.

Please make all updates in [TRAC](#). If you make any changes to the in-service dates of projects, please make these changes in Model on Demand (MOD), as well.

Please refer to the [Project Tracking & NTCs page](#) of spp.org and the 2025 Quarterly Project Tracking Schedule located under 'Related Documents' for a more information.

SECTION 8: 2026 ITP/TPL STEADY STATE TPL-001-5 P1, P2, P3, P4, P5, P6, P7 AND EXTREME EVENTS

MILESTONE: Steady State TPL-001-5 P1, P2, P3, P4, P5, P6, P7 and Extreme Events

Request Date: 04/23/2025

Due by: 05/23/2025

SPP Contacts

[Ahmed Alazzawi](#)

[Kyle Vaughan](#)

[Samantha Dix](#)

[Will Sayers](#)

[Planning Coordinator](#)

[Transmission Planning](#)

Applicable Interconnections:

[East and West](#)

Entity Scope:

[SPP Transmission Planners](#)

Integrated Transmission Planning (ITP) and Transmission Planning (TPL) assessments require specific data sets for contingent elements. Additionally, the TPL studies utilize contingencies specified by Table 1 of the NERC TPL-001-5 standard. Steady State TPL-001-5 Table 1 P1, P2, P3, P4, P5, P6, P7 and Extreme Events are required to commence various system planning studies. Contingencies must include circuit IDs where applicable.

Please refer to the [NERC TPL-001-5 Contingency Steady State Request](#) and the [Contingency Naming Convention](#) sections below for specifics of contingency creation. Note that the requests for kV level and special cons have been added to the naming convention instructions.

Please also include:

- Rationale for contingencies is integrated as comments or holistic explanation statements in an additional document.
- The P3 and P6 events are optional as SPP will pair the applicable P1 events to simulate P3 and P6 events. If any member plans to submit additional P3 and/or P6 events, member submitted contingencies should be submitted as two (2) individual P1 events, with the generator outage occurring first. The contingencies should be named in a manner to indicate their pairing (i.e. contingency P11:__:__:_____-1 and P11:__:__:_____-2"
- P5 events due to Single Point of Failure of BES protection system per TPL-001-5 Table 1, footnote 13

- To provide better clarity for ITP vs TPL applicability in contingency naming and classification, please **populate a “Field 7” with the designations of “HV” or “EHV”** following the lowest kV applicable for any element contained in the contingency definition. SPP staff will use the EHV and HV designation to identify events in Table 1 of the NERC Standard TPL-001 that do not allow for non-consequential load loss (NCLL) or the interruption of firm transmission service (IFTS). In determining the EHV and HV designation, please ensure consistency with the following Table 1 items of the NERC Standard TPL-001 considering how events are simulated in PSSE and ability to apply Footnote 1 and 5 based on the PSSE contingency definition of event to remove only those elements “that Protection Systems and other controls are expected to automatically disconnect for each event”.
- Ex.

```

CONTINGENCY 'PXX:230:AREA:NAME::DESC:HV:'
TRIP BRANCH FROM BUS 666666 TO BUS 666667 CKT 1      (230kV line)
TRIP BRANCH FROM BUS 777777 TO BUS 777778 CKT 1      (345kV line)
END

CONTINGENCY 'PXX:345:AREA:NAME::DESC:EHV:'
TRIP BRANCH FROM BUS 888888 TO BUS 888889 CKT 1      (345kV line)
TRIP BRANCH FROM BUS 999999 TO BUS 999990 CKT 1      (345kV line)
END

```

- To assist in **probabilistic planning** efforts and the requirements for **MOPC AI 302** (*TWG and ESWG to develop approaches that address winter peaking and cold weather driven reliability issues for incorporation in SPP’s normal planning processes*), SPP is also requesting the submission of **additional contingencies driven by extreme and cold weather initiated events specifically resulting in dispatch changes**. The goal of these additional contingencies is to provide additional system operating points post contingency without full model builds to accommodate altered dispatch situations across the footprint. Contingency events of this nature would include but not be limited to generation scaling, transfer/system swing alterations, etc.
 - Requirements:
 - Inclusion of “RBP” acronym for “Risk-Based Planning” in the contingency name, Field 8
 - Inclusion of justification and rationale for the generator related outage/re-dispatch of the system commented in the con file
 - Inclusion of comments for any seasonal or model specificity

- Ex.

```

COM Only Applicable to Case Years: 5+, 10+, Summer/LightLoad only
COM Breaker Fault at Plant XX, followed by system re-dispatch

CONTINGENCY 'P23:345:AREA:PlantXX::Breaker Fault Plant XX:EHV:RBP'
REMOVE UNIT S1 FROM BUS 111111 MW
REMOVE UNIT S1 FROM BUS 222222 MW
SET BUS 333333 GENERATION TO 40 MW
SET BUS 444444 GENERATION TO 0 MW
SET BUS 555555 GENERATION TO 40 MW
TRIP BRANCH FROM BUS 666666 TO BUS 666667 CKT 1
TRIP BRANCH FROM BUS 777777 TO BUS 777778 CKT 1
END

```


Below are some additional reminders for syntax requirements of contingencies submitted based on SPP's automation which validates and processes contingencies and inconsistencies. SPP will change the contingency names and definitions to match standard inputs following these inclusion or exclusion guidelines when not followed.

INCLUDE:

- All eight fields, leaving blanks as placeholders
 - o Ex. P12:138:TO::Description → P12:138:TO::Description::
- Apostrophes around the P event name if spaces are in any of the fields
 - o Ex. Contingency P12:138:TO::Description of something:: → Contingency 'P12:138:TO::Description of something::' or Contingency P12:138:TO::Description_of_something::
- Contingencies separated by P type, not model applicability, in .con files
 - o Ex. TO_P1.con, TO_P2.con, etc.

EXCLUDE:

- Any additional comments in the same line as data for P names or definitions (usually with '/' preceding)
 - o Ex. P12:138:TO::Description:: / Extra comment here → P12:138:TO::Description::
- Any "end of file" cons
- Any auto single contingency commands which are standardly taken in ITP/TPL ACCCs
- Contents other than "EHV" or "HV" in field 7, or, Contents other than "RBP" (Risk Based Planning) or "LLT" (Long Lead Time) in field 8
 - o Ex. P12:138:TO::Description:Comment:CommentAgain → Ex. P12:138:TO::Description_Comment_CommentAgain::
- Field 7 and 8 descriptors not in the correct field
 - o Ex. P12:138:TO::Description:EHV:: → P12:138:TO::Description:EHV:

SECTION 9: 2026 ITP/TPL STEADY STATE AND STABILITY TPL-001-5 FIRST-TIER CONTINGENCIES

MILESTONE: Steady State and Stability TPL-001-5 First-Tier Contingencies

Request Date: 04/23/2025

Due by: 05/23/2025

SPP Contacts

Transmission Planning

Scott Jordan

Nathan Bean

Planning Coordinator

Applicable Interconnections:

East and West

Entity Scope:

SPP PC First-Tier Planning Coordinators, SPP PC First-Tier Transmission Planners

SPP TP First-Tier Planning Coordinators, SPP TP First-Tier Transmission Planners

Per the NERC TPL-001-5 standard R3.4.1 and R4.4.1, SPP PC is required to coordinate with adjacent Planning Coordinators (PCs) and Transmission Planners (TPs) (First-Tier entities) to ensure that contingencies on adjacent Systems which may impact the SPP System are included in the contingency file used in SPP transmission planning studies. Steady State and Stability TPL-001-5 First-Tier contingencies are required to commence various system planning studies. Contingencies must include circuit IDs where applicable.

Steady State contingencies

3.4.1. The Planning Coordinator and Transmission Planner shall coordinate with adjacent Planning Coordinators and Transmission Planners to ensure that Contingencies on adjacent Systems which may impact their Systems are included in the Contingency list.

Stability contingencies

4.4.1. Each Planning Coordinator and Transmission Planner shall coordinate with adjacent Planning Coordinators and Transmission Planners to ensure that Contingencies on adjacent Systems which may impact their Systems are included in the Contingency list.

Please refer to the [NERC TPL-001-5 Contingency Steady State Request](#) section and the [Contingency Naming Convention](#) section for specifics of contingency creation.

SECTION 10: ZONAL PLANNING CRITERIA

MILESTONE: Company-Specific Planning Criteria

Request Date: 02/17/2025

Due by: 04/01/2025

SPP Contact(s)

Maurisa Hughes

Kyle Vaughan

Applicable Interconnections:

East Only

Entity scope:

SPP Transmission Owners

The Integrated Transmission Plan (ITP) studies include local planning criteria to monitor facilities at a more stringent voltage criteria as well as implement local planning requirements. Attachment O, Section II.5 of the [SPP Tariff](#) requires that SPP Transmission Owners provide their local planning criteria to the Transmission Provider at least once a year, by April 1, in order for Zonal Reliability Upgrades to be assessed and included in the SPP Transmission Expansion Plan.

If an SPP Transmission Owner has an established waiver to allow local planning criteria that is less stringent than SPP Criteria, this waiver should be provided to SPP Engineering for consideration in the engineering planning studies.

NOTE: This data will be used for the 2026 ITP needs assessment. If there are any changes to your criteria between April 1 and September 1, please communicate them to the SPP Contact(s) above.

SECTION 11: 2026 ITP/TPL BES INCLUSION / EXCLUSION LIST

MILESTONE: BES Inclusion/Exclusion list

Request Date: 09/15/2025

Due by: 10/20/2025

SPP Contact

Samantha Dix

Will Sayers

Planning Coordinator

Entity Scope:

SPP Transmission Planners

Applicable Interconnections:

East and West

Entities have the option to include facilities that would normally not be included as a Bulk Electric System facility (Inclusions) or to exclude facilities that would normally not be excluded as a Bulk Electric System facility (Exclusions) in system planning studies.

Inclusions:

- I1:** Transformers – 2 winding need to have both windings over 100kV, 3 winding at least two windings need to be over 100kV.
- I2:** Generators – 20MW single, 75MW aggregate through the high side of the step-up transformer.
- I3:** Blackstart resources.
- I4:** Wind and solar, other renewables – 75MW aggregate or more connected at 100kV or higher.
- I5:** SVCs, Cap banks, Reactors – connected at 100kV either directly or through step-up transformers.

Exclusions:

- E1:** Radials with the listed criteria.
- E2:** Behind the meter generation.
- E3:** Local networks.
- E4:** SVCs or Cap banks used for local voltage support, not on the BES.

The NERC BES reference document can be found [here](#).

The SPP BES Quick Reference Guide can be found [here](#).

SECTION 12: 2026 ITP/TPL TPL-001-5 SPARE EQUIPMENT STRATEGY LIST

MILESTONE: TPL-001-5 Spare Equipment Strategy List

Request Date: 09/15/2025

Due by: 10/20/2025

SPP Contact

[Samantha Dix](#)

[Will Sayers](#)

[Planning Coordinator](#)

Entity Scope:

[SPP Transmission Planners](#)

Applicable Interconnections:

[East and West](#)

The NERC TPL-001-5 R2.1.5 standard states: “When an entity’s spare equipment strategy could result in the unavailability of major Transmission equipment that has a lead time of one year or more (such as a transformer), the impact of this possible unavailability on System performance shall be studied. The studies shall be performed for the P0, P1, and P2 categories identified in Table 1 with the conditions that the System is expected to experience during the possible unavailability of the long lead time equipment.”

Suggested format for data submittal:

Three Winding Transformers							
From Bus Number	From Bus Name	To Bus Number	To Bus Name	Last Bus Number	Last Bus Name	Id	Name

Two Winding Transformers				
From Bus Number	From Bus Name	To Bus Number	To Bus Name	Equipment

SECTION 13: 2026 ITP/TPL-001-5 PROTECTION SCHEME CONTINGENCIES

MILESTONE: TPL-001-5 Base and Sensitivity Models Protection Scheme Contingencies

Request Date: 04/23/2025

Due by: 05/23/2025

SPP Contact

[Samantha Dix](#)

[Will Sayers](#)

[Planning Coordinator](#)

Entity Scope:

[SPP Transmission Planners](#)

Applicable Interconnections:

[East and West](#)

Steady State Contingencies

3.3.1 Simulate the removal of all elements that the Protection System and other automatic controls are expected to disconnect for each Contingency without operator intervention. The analyses shall include the impact of subsequent:

3.3.1.1. Tripping of generators where simulations show generator bus voltages or high side of the generation step up (GSU) voltages are less than known or assumed minimum generator steady state or ride through voltage limitations. Include in the assessment any assumptions made.

3.3.1.2. Tripping of Transmission elements where relay loadability limits are exceeded.

Stability contingencies

4.3.1. Simulate the removal of all elements that the Protection System and other automatic controls are expected to disconnect for each Contingency without operator intervention. The analyses shall include the impact of subsequent:

4.3.1.1. Successful high speed (less than one second) reclosing and unsuccessful high speed reclosing into a Fault where high speed reclosing is utilized.

4.3.1.2. Tripping of generators where simulations show generator bus voltages or high side of the GSU voltages are less than known or assumed generator low voltage ride through capability. Include in the assessment any assumptions made.

4.3.1.3. Tripping of Transmission lines and transformers where transient swings cause Protection System operation based on generic or actual relay models.

Southwest Power Pool, Inc.

Contingencies must include circuit IDs where applicable.

Please refer to the [NERC TPL-001-5 Contingency Steady State Request](#) section and the [Contingency Naming Convention](#) section for specifics of contingency creation.

SECTION 14: 2025 TPL-001-5 STABILITY P1, P2, P3, P4, P5, P6, P7 AND EXTREME EVENTS

MILESTONE: Stability TPL-001-5 P1, P2, P3, P4, P5, P6, P7 and Extreme Events

Request Date: 02/03/2025

Due by: 03/03/2025

SPP Contacts

Scott Jordan

Nathan Bean

Planning Coordinator

Entity Scope:

SPP Transmission Planners

Applicable Interconnections:

East and West

An Excel workbook (Stability Contingency Form.xlsx) will be provided in a subsequent data request by the data request date.

Contingencies must include circuit IDs where applicable.

SECTION 15: 2026 ITP/TPL TPL-001-5 SHORT CIRCUIT ANSI FAULT CURRENT CALCULATION PARAMETERS

MILESTONE: TPL-001-5 Short Circuit ANSI Fault Current Calculation Parameters

Request Date: 11/10/2025

Due by: 12/10/2025

SPP Contact

[Nathan Bean](#)
[Planning Coordinator](#)

Entity Scope:

[SPP Transmission Planners](#)

Applicable Interconnections:

[East and West](#)

Transmission Planners (TPs) that require ANSI Fault Current calculation will provide the Planning Coordinator (PC) the following ANSI Fault Current Calculation parameters to be used for each bus within the TP area:

- Divisors
 - For branches in positive sequence
 - For machines in positive sequence
 - For branches in zero sequence
 - For machines in zero sequence
- Fault multiplying factors
 - DC decrement only or AC and DC decrement
- Max operating voltage, in PU
- Contact parting times, in seconds

SECTION 16: MW-MILE OWNER LENGTH DATA

MILESTONE: MW-Mile Owner Length Data

Request Date: First of the month following finalization of ITP Model

Due by: 90 days after initial request

SPP Contacts

Fredrick Kolp

Ashlyn Collie

Entity Scope:

SPP Transmission Owners

Applicable Interconnections:

East and West

SPP utilizes MW-Mile analysis to determine proper allocation for the Billing and Revenue Distribution Process. Accurate Transmission Owner data and correct line length for each transmission branch in the SPP footprint are essential for this allocation process. Transmission line owner length format will be provided in a subsequent data request by the data request date.

If the submitting entity has verified that the branch data in the 2024 ITP Model can be used to accurately represent the MW-Mile owner data, an email attestation may be submitted in lieu of the additional data requested.

SECTION 17: OCTOBER NITSA DATA SUBMITTAL

MILESTONE: NITSA DATA SUBMITTAL

Request Date: 09/02/25

Due by: 10/01/25

SPP Contacts

Bryce Bowie

Entity Scope:

SPP Transmission Customers

Applicable Interconnections:

East and West

System Planning & Protection

The Network Customer shall provide the Transmission Provider and Host Transmission Owner the following information:

A ten (10) year projection by summer and winter peak for the following:

- a. Demands with the corresponding power factors and annual energy requirements on an aggregate basis for each delivery point. If there is more than one delivery point, the Network Customer shall provide the summer and winter peak demands and energy requirements at each delivery point for the normal operating configuration.
- b. Planned generating capabilities and committed transactions with third parties for which resources are expected to be used by the Network Customer to supply the peak demand and energy requirements provided in (a);
- c. Estimated maximum demand in kilowatts that the Network Customer plans to acquire from the generation resources owned by the Network Customer, and generation resources purchased from others; and
- d. A projection for each of the next ten (10) years of transmission facility additions to be owned and/or constructed by the Network Customer for which facilities are expected to affect the planning and operation of the transmission system within the Host Transmission Owner's Zone.

Please refer to the [Open Access Transmission Tariff Attachment G Section 4.1a – 4.1d](#). The template can be found [here](#).

SECTION 18: RESOURCE ADEQUACY DATA SUBMISSIONS

MILESTONE: Attachment AA and NERC Standard MOD-031-2 data submissions

Due by: May 15, 2025

Submission Occurrence: Annual

SPP Contact(s)

Sydney Breaker

Bradley Payne

Resource Adequacy

Entity scope:

Market Participants

Generator Owners

Load Responsible Entities

Applicable Interconnections:

East Only

Data submitted for Resource Adequacy is used to validate the requirements outlined in Attachment AA of the SPP Open Access Transmission Tariff (OATT) and NERC Standard MOD-031-2. The data is submitted through the Engineering Data Submission Tool (EDST) and contains, but is not limited to, resource specific information (including Deliverability Study results), purchases and sales information, and demand information for the previous year, current year, and future 10 years. GlobalScape is also used to submit documents for verifying requirements in Attachment AA that cannot be submitted through EDST. Any questions about Resource Adequacy or gaining access to EDST or GlobalScape for Resource Adequacy should be directed to the SPP contacts listed in this section.

Attachment AA can be located on the SPP Website using the following path;

<https://www.spp.org> → Engineering → Resource Adequacy → Attachment AA Tariff.pdf

NERC Standard MOD-031-2 can be located using the following link;

<https://www.nerc.com> → Reliability Standards → United States → MOD-031-2 - Demand and Energy Data

The EDST can be located using the following link:

<https://edstool.spp.org/EDST/>

The Data Instruction Manual and User Guide for the EDST can be located on the SPP Website using the following paths:

<https://www.spp.org> → Engineering → Resource Adequacy → ResourceAdequacyWorkbookInstructionManual.docx

<https://www.spp.org> → Engineering → Resource Adequacy → EDST Materials → EDST User Guide V6.docx

Globalscape can be located using the following link:

<https://sppdocushare.spp.org/EFTClient/Account/Login.htm>

SECTION 19: MDAG DYNAMIC MODEL BUILD

MILESTONE: MDAG Dynamic Model Data

Request Date: 01/09/2025

Due by: 02/20/2025

SPP Contact(s)

sppengineeringmodeling@spp.org

Entity scope:

This data request typically goes out to all entities applicable to NERC standard [MOD-032](#) and/or entities defined in the SPP Open Access Transmission Tariff which are required to provide modeling data in accordance with the SPP MDAG Model Development Procedure Manual. Data Submitter entities as defined in the Scope of Applicability section of the SPP MDAG Model Development Procedure Manual.

Applicable Interconnections:

East Only

All Powerflow and Short Circuit Data submitted to SPP Modeling shall conform to the requirements guidelines set forth in the [SPP MDAG Model development Procedure Manual](#) posted on the *MDAG Reference Documents* link under the Model Development Advisory Group (MDAG) page on [SPP website](#). A detailed schedule comprising a set of models to be built is created by the MDAG on an annual basis based on the corresponding MDAG powerflow model build series. Once finalized by the Model Development Advisory Group (MDAG), the 2025 Series MDAG model build schedule will be posted to the SPP website at the following link: [2025 Series MDAG Dynamics Model Build Schedule](#). The model build typically starts mid-January and completes around the December timeframe of the same year.

Requested Data:

- 1) All dynamic and power flow data submitted to SPP Modeling Staff should conform to the guidelines set forth in the [SPP MDAG Model Development Procedure Manual](#) posted on the MDAG Documents Link under the MDAG area on SPP.ORG.
- 2) MDAG recognizes the NERC acceptable model list in accordance with the language contained in the MDAG manual section 4.
- 3) Please supply any dynamic data changes for machine models listed in the posted DOCU output files (from the final 2023 series MDAG dynamic models). The dynamic DOCU files contain machine data based on last year's models can be found on [GlobalScape](#): **Modeling (CEII, RSD)→MDAG Series →Dynamics→2023 Series →A. Initial Member Data Update**. The updates should be supplied in member feedback subfolder.
- 4) The dyre file update submissions should include:

- Outdated generator, exciter, governor, and power system stabilizer models commented out with the “/old/” tag at the beginning of the line of the model data

```

/OLD/ 999999 'LCFBI' '1' 1 1 0.01 1.0 0.01 0.1 0.5 0.005 0.05 / \ 01/01/1996 12/31/2300
/OLD/ 999999 'GENROU' '1' 7.9 0.04 0.54 0.085 5.489 0.0 1.8 1.72 0.21 0.405 0.155 0.115
/OLD/ 0.0731 0.3945 / GENROU UPDATE \ 01/01/1996 12/31/2300
/OLD/ 999999 'GAST' '1' 0.05 0.4 0.1 3.0 1.0 2.0 1.0 -0.05 0.0 / \ 01/01/1996 12/31/2300
/OLD/ 999999 'EXAC2' '1' 0.01 1.0 1.0 1000.0 0.01 8.6 -8.6 1.0 13.9 -13.9 0.66 4.0 0.0 0.05
/OLD/ 1.0 0.1 0.8 1.0 10.79 4.73 0.02 3.55 0.01 / \ 01/01/1996 12/31/2300

999999 'USRMDL' '1' 'GENTPJU1' 1 1 0 16 6 1 7.9 0.04 0.54 0.085 5.489 0.0 1.8 1.547 0.21 0.405 0.155
0.155 0.115 0.0600 0.4000 0 / UPDATE \
999999 'AC7B' '1' 0 27.241 27.241 0 0.45 60.3 -54.1 90.8 82.6 60.3 -54.1 0 99 0 0.7 0 1 1
2.1 1 1.2 99 0 4.5 0.001 6 0.01 / \
999999 'PSS2B' '1' 1 0 3 0 5 1 2.0 2.0 0.0 2.0 2.0 0.4555 1.0 0.5 0.1 10.0 0.2
0.03 0.15 0.02 1 1 2 -2 2 -2 0.1 -0.01 / \
999999 'GGOV1' '1' 1 0 0.05 2.5 0.05 -0.05 6 1.4 0 0.05 1 0.15 0.5 1.55 0.13 0.5 0 0
3 2 0.67 1 0 0.1 -0.1 0 0.01 10 0.1 0 0.00025 4 5 99 -99 / \ 01/01/1996 12/31/2300

```

- Parameter changes
 - Renamed or renumbered units
- 5) In addition to updating existing dynamic information, please provide dynamic data for new generators and dynamic devices introduced in the 2024 MDAG power flow models that are subject to NERC standards for inclusion in dynamic models.
 - 6) Machines that are over 20 MVA will need to have a detailed model associated with them.
 - 7) Review of renewable energy resource machine power flow updates:
 - Power flow data updates in PSS/E version 35.3.2 format to accurately model facilitates at the generator kV bus which is typically below 1 kV are required. SPP power flow DocuCheck reports are provided to associated data submitters on [GlobalScape: Modeling \(CEII, RSD\)→MDAG Series →Dynamics→2023 Series→A. Initial Member Data Update→Powerflow_DocuCheck.xlsx](#). Data submitters should provide detail and updates to accurately model the renewable energy resources at their appropriate generator kV level. The appropriate wind flag, power factor, and voltage schedule set point should be modeled based on PSS/E documentation and dynamic model manufacturer’s recommendations.
 - 8) Governor Response Type for Frequency Response:
 - Provide and update governor response type for frequency response as part of MMWG data collection requirements
 - 9) CMLD data:
 - The SPP Dynamic Load Task Force (DLTF) has developed and benchmarked Industrial load representations for the CMLD_2 dyre file representing 3-phase motor and electronic loads. The CMLD_2 load model is being added in order to comply with a TPL-001-5 Requirement 2.4.1 that the dynamic simulations take into account the expected dynamic behavior of Loads that could impact the study area, considering the behavior of induction motor Loads. The MDAG approved an addition to the MDAG Manual stating non-scalable loads greater than or equal to 10 MW are required to have a dynamic load model representation. CLOD and CMLD_1 models are considered obsolete and should be replaced with CMLD_2 models.

The CMLD workbook is located at [GlobalScape](#): Modeling (CEII, RSD)→MDAG Series
→Dynamics→2023 Series→A. Initial Member Data Update→ CMLD2_Workbooks.zip

SECTION 20: 2025 MDAG POWERFLOW AND SHORT CIRCUIT MODEL BUILD

MILESTONE: MDAG Powerflow and Short Circuit Model Data

Request Date: 01/31/2025

Due by: 03/2025

SPP Contact(s)

sppengineeringmodeling@spp.org

Entity scope:

This data request typically goes out to all entities applicable to NERC standard [MOD-032](#) and/or entities defined in the SPP Open Access Transmission Tariff which are required to provide modeling data in accordance with the SPP MDAG Model Development Procedure Manual.

Data Submitter entities as defined in the Scope of Applicability section of the SPP MDAG Model Development Procedure Manual.

Applicable Interconnections: **East Only**

All Powerflow and Short Circuit Data submitted to SPP Modeling shall conform to the requirements guidelines set forth in the [SPP Model development Procedure Manual](#) posted on the *MDAG Reference Documents* link under the Model Development Advisory Group (MDAG) page on [SPP website](#). A detailed schedule comprising a set of models to be built, is created by the MDAG on an annual basis prior to the commencement of the model build. Once finalized by the Model Development Advisory Group (MDAG), the 2025 Series MDAG model build schedule will be posted to the SPP website at the following link: [2025 Series MDAG Powerflow and Short Circuit Model Build Schedule](#). The model build typically starts mid-July and completes around the March timeframe of the following year.

The model build normally entails several passes/iterations where Data Submitters have a chance to submit data, review the models developed by SPP staff, and provide corrections congruent with the approved schedule. Depending on the type of modeling data, SPP utilizes the following avenues to collect updates:

- [Model On Demand \(MOD\)](#).
 - This is a database with a web-based interface through which Data Submitters can upload the following information (**steady state and short circuit**):
 - Future planned projects (generation resources, transmission)
 - As-built information of transmission and generation projects
 - Load and Generation profiles up to 10 years out

- Device Control profiles such as transformer taps, switchable shunt voltage bands, etc.
 - Short Circuit information (mutual, positive, negative & zero sequence data)
 - ETC
- All Data Submitters are expected to do MOD training in order to submit projects and profile data directly through the MOD web interface.
- Note: If you are not a PSSE user, SPP has a template available to submit data.
- How to Request Access
 - If you are a new user, please submit a [RMS](#) ticket. Below is the information to complete the request:
 - **Request Template:** Initiate a System Access Action
 - **Request Type:** Access
 - **Subtype 1:** Model on Demand
 - **Subtype 2:** Add User
- **Globalscape**
 - Secure file-share site used by SPP to store confidential data
 - SPP uses this site to share model data with Data Submitters and vice versa
 - Model information is stored on Globalscape such as PSSE models, supplemental model data, and training material.
 - How to Request Access
 - If you are a new user, please submit a [RMS](#) ticket. Below is the information to complete the request:
 - **Request Template:** Initiate a System Access Action
 - **Request Type:** Access
 - **Subtype 1:** Globalscape File Sharing
 - **Subtype 2:** Add User
 - **Subtype 3:** SPPDocushare/Engineering/TCR Models
- **Engineering Data Submission Tool (EDST)**
 - This tool is used primarily to coordinate and store transactions, PC-PC tie lines, and other data not readily found in the PSSE models (Refer to the SPP Model Development Procedure Manual for more details on EDST).
 - Data Submitters who are unsure of whether they need to submit information through EDST should contact SPP staff
 - EDST material can be found on both the SPP website
 - [EDST 2.0 Material](#)
 - How to Request Access
 - If you are a new user, please submit a [RMS](#) ticket. Below is the information to complete the request:
 - **Request Template:** Initiate a System Access Action
 - **Request Type:** Access
 - **Subtype 1:** Engineering Data Submission Tool (EDST)
 - **Subtype 2:** Add User
 - **Subtype 3:** Modeling

For access to the applications above, a Non-Disclosure Agreement (NDA) is required. If you currently do not have a Non-Disclosure Agreement (NDA) on file with SPP, please complete one. Here is the link to the confidentiality agreements: [SPP Confidentiality Agreement \[spp.org\]](https://www.spp.org). Since the modeling data is categorized as CEII (Critical Energy/Electric Infrastructure Information), we have to ensure first that a NDA is on file before proceeding with the access request. Based on your job function, please complete either a competitive (CD) or non-competitive (NCD) NDA. Please attach the complete NDA to your [RMS](#) ticket for your access. We will have SPP's Legal department to process it. Please note that NDAs are executed on the individual level. Therefore, if there are multiple parties that need access to the CEII data, we will need an NDA for each person.

The models will be built using Siemens PTI PSS/E software (PSSE V35.x) and the data below is normally requested congruent with the format specified in the MDAG manual.

- MOD-032-1 applicable entities are required to fill out the MOD-032 Data Submitter Designee Letter of Notice informing SPP that data will be submitted on the behalf of another entity.
 - The *MOD-032 Data Submitter Designee Letter of Notice* can be found in the appendix section of the model development manual.
- Powerflow and Short Circuit Data in accordance with Attachment 1 of NERC standard MOD-032-1 and the SPP Model Development Procedure manual.

Detailed data request emails will be sent out to all Data Submitters throughout the model building process to signify the beginning of each pass and solicit feedback.

If you are an applicable Data Submitter and need to be added to the modeling contacts distribution list, please contact sppengineeringmodeling@spp.org. Furthermore, Data Submitters unacquainted with the SPP modeling process are encouraged to sign up for the [MDAG Exploder list](#) on the SPP website to stay abreast of anything modeling related in SPP's Planning department.

The MDAG Procedure Manual can be found on the SPP Website at this path:

<https://www.spp.org> → Engineering → Modeling → Reference Documents → SPP Model Development Procedure Manual (LATEET VERSION)

OR

<https://www.spp.org> → Organizational Groups → Model Development Advisory Group → MDAG Reference Documents → SPP Model Development Procedure Manual (LATEET VERSION)

SECTION 21: 2025 TPL-001-5 STEADY STATE CORRECTIVE ACTION PLANS

MILESTONE: TPL-001-5 R2.7 Corrective Action Plan

Request Date: 07/01/2025

Due by: 09/01/2025

SPP Contacts

[Will Sayers](#)

[Samantha Dix](#)

[Planning Coordinator](#)

Entity Scope:

[SPP Transmission Planners](#)

Applicable Interconnections:

[East and West](#)

See the TPL-001-5 Scope document for details about the format in which CAPs will need to be submitted.

SECTION 22: 2025 TPL-001-5 STABILITY CORRECTIVE ACTION PLANS AND SYSTEM ADJUSTMENTS

MILESTONE: TPL-001 R2.7 Corrective Action Plans and System Adjustments

Request Date: 9/12/2025

Due by: 10/24/2025

SPP Contacts

[Scott Jordan](#)

[Nathan Bean](#)

[Planning Coordinator](#)

Entity Scope:

[SPP Transmission Planners](#)

Applicable Interconnections:

[East and West](#)

See the TPL-001-5 Scope document for details about the format in which CAPs and system adjustments will need to be submitted.

SECTION 23: 2025 TPL-001-5 SHORT CIRCUIT CORRECTIVE ACTION PLANS

MILESTONE: TPL-001-5 R2.8 Corrective Action Plan

Request Date: 02/22/2025

Due by: 03/23/2025

SPP Contacts

[Nathan Bean](#)

[Planning Coordinator](#)

Entity Scope:

[SPP Transmission Planners](#)

Applicable Interconnections:

[East Only](#)

See the TPL-001-5 Scope document for details about the format in which CAPs will need to be submitted.

SECTION 24: 2025 ITP/TPL-001-5 SHORT CIRCUIT NEEDS

MILESTONE: Short Circuit Needs Identification

Request Date: 1/15/2025

Due by: 2/14/2025

SPP Contacts

Nathan Bean
[Planning Coordinator](#)

Applicable Interconnections:

East Only

Background:

As outlined in the TPL-001-5 Scope, stakeholders are to provide the applicable analysis type (ANSI or ASCC), fault type (3 phase or Single line-to-ground), fault current exceeded, and the value being exceeded (duty rating) for each Short Circuit analysis results provided. Note: Please identify all breakers where the equipment rating is exceeded. Models are preliminary Short Circuit analysis results will be posted on GlobalScape. This information is needed in order for SPP to post the identified facilities as ITP Needs.

SECTION 25: NERC TPL-007 GIC MODELING DATA COLLECTION FOR GMD ASSESSMENT

MILESTONE: GIC Data Collection in Support of TPL-007-4

Request Date: September 2025

Due by: November 2025

SPP Contacts

[Scott Jordan, Technical Questions](#)

[Keyonna Brown, GIC Data Template](#)

Applicable Interconnections:

[East and West](#)

Background:

A GMD model-based set of steady-state models that incorporate GIC-related effects. The GMD Model Set is developed in two stages. First, the GIC System model containing GIC-related system information (such as substation grounding values, latitude/longitude, etc.) is used to determine the magnitude of GIC currents. Second, GIC currents are integrated into System models, translating GIC effects to the AC power system representations. The resultant set of System models, containing the GIC-related impacts, is referred to as the GMD Model Set. The Requirements R2 of the NERC TPL-007-3 standard (standard) became effective July 1, 2019. SPP, the Planning Coordinator (PC), with guidance from the SPP TPL Task Force, requests Table 1 contingencies from the Transmission Planners (TPs) for the annual TPL assessment.

Entity Scope:

[SPP Transmission Owners and Generation Owners](#)

SPP, as Planning Coordinator (PC), requests that Transmission Owners and Generation Owners within the SPP PC area provide to SPP, as a Planning Coordinator:

- Data and information in support of the SPP GMD Model Set, or
- An explanation of the technical basis for an exception within 90 days of receipt of written notification from SPP

A "GIC Data Collection Template" will be sent out by SPP in a data request to facilitate the gathering of the necessary GIC data.

SECTION 26: PRC-006 UFLS

MILESTONE: Updated Information for Under Frequency Load Shed Database for PRC-006 R8

Request Date: 10/10/2025

Due by: 12/09/2025

SPP Contact(s)

Nathan Bean

Scott Jordan

Planning Coordinator

Entity Scope:

SPP Transmission Owners, Distribution Providers, and Generator Owners

Applicable Interconnections:

East Only

Background

R8. Each UFLS entity shall provide data to its Planning Coordinator(s) according to the format and schedule specified by the Planning Coordinator(s) to support maintenance of each Planning Coordinator's UFLS database.

All TO/DP/GO Entities that fall within the SPP PC footprint are required to complete and upload a "UFLS Attestation Form" form via [GlobalScape](#). This form indicates if the Entity owns/operates:

- Armed UFLS relays
- Armed Automatic Load Restoration (ALR) relays
- Generator protective relays (set within the no-trip zone, PRC-006, Attachment 1), and/or
- Automatic equipment used to control over-voltage as a result of Under-frequency load shedding in the SPP PC footprint.

- 1. Updated Model Database:** The UFLS Model Database (DB) contains the current powerflow model bus, load, machine, branch, and transformer data. The SPP PC UFLS Entities will mark all their entity loads in the UFLS Model DB.
- 2. Updated Inventory Database:** Entities who own and operate *UFLS relays, Automatic Load Restoration, and/or generator protective relays (set within the no-trip zone, PRC-006, Attachment 1), Automatic equipment used to control over-voltage as a result of Under-frequency load shedding* in the SPP PC footprint equipment shall complete their "Inventory Database." Instructions for completing and posting the Inventory Database will be in the Reporting Instructions.

Previous data in support of PRC-006 will be provided by the PC at the time of the formal request.

SECTION 27: PRC-010 UVLS

MILESTONE: Updated Under-Voltage Load Shed Information for PRC-010

Request Date: 10/10/2025

Due by: 12/09/2025

SPP Contact(s)

Nathan Bean

Scott Jordan

[Planning Coordinator](#)

Entity Scope:

[SPP Transmission Planners and Under-Voltage Load Shed Entities \(Distribution Providers and Transmission Owners\)](#)

Applicable Interconnections:

[East Only](#)

Background:

R1. Each Transmission Owner and Distribution Provider that owns a UVLS program to mitigate the risk of voltage collapse or voltage instability in the BES shall annually update its UVLS data to support the Regional UVLS program database. The following data shall be provided to the Regional Reliability Organization for each installed UVLS system:

R1.1. Size and location of customer load, or percent of connected load, to be interrupted.

R1.2. Corresponding voltage set points and overall scheme clearing times.

R1.3. Time delay from initiation to trip signal.

R1.4. Breaker operating times.

R1.5. Any other schemes that are part of or impact the UVLS programs such as related generation protection, islanding schemes, automatic load restoration schemes, UFLS and Special Protection Systems.

Previous data in support of PRC-010 will be provided upon request to the PC.

SECTION 28: MAX FAULT EXCEPTIONS

MILESTONE: Max Fault Exceptions

Request Date: Summer 2025

Due by: 30 days after request date

SPP Contact(s)
[Jacob Lagrange](#)

Entity Scope:
[Data Submitters*](#)

Applicable Interconnections:
[East and West](#)

Background

In the Max Fault Short Circuit models, all available transmission and generation facilities are put in service to provide the maximum fault current possible in the transmission system. In certain scenarios Data Submitters request that particular facilities remain out of service for indicated reasons, e.g. a Normally Open transmission line. These facilities that Data Submitters request to not be put in service in the Max Fault Short Circuit model should be submitted to SPP as part of the Max Fault Exceptions file, so that these facilities will not be put in service during the Max Fault Short Circuit model build.

Any facilities that should be included in the Max Fault Exceptions file should be submitted to SPP per the applicable MDAG / ITP Short Circuit Model build schedule. This request for these exceptions will be included in the model data request during the MDAG / ITP Short Circuit Model build.

SECTION 29: FAC-001 TRANSMISSION OWNER INTERCONNECTION REQUIREMENTS

MILESTONE: Transmission Owner Interconnection Requirements

Request Date: July 2025

Due by: 30 days from Request Date

Submission Occurrence: Annual

SPP Contact(s)

Amber Wallace

Entity Scope:

SPP Transmission Owners

Applicable Interconnections:

East and West

Background:

FAC-001-3 requires Transmission Owners to make interconnection requirements available so that entities seeking to interconnect will have the necessary information. SPP gathers this information from all TOs to document in one place on OASIS to provide a central point of information for all SPP stakeholders.

SECTION 30: NERC COMPLIANCE CONTACTS

MILESTONE: NERC Compliance Contacts

Request Date: May 2025

Due by: 30 days after Request Date

SPP Contact(s)

Amber Wallace

Entity Scope:

Generator Owners

Generator Operators

Transmission Owners

Transmission Operators

Transmission Planners

Applicable Interconnections:

East and West

Background:

In order to ensure proper delivery of NERC compliance-related items, SPP will be sending a formal request for appropriate contacts from registered GOs, GOPs, TOs, TOPs, and TPs. These contacts will be used for future SPP NERC compliance coordination.

SECTION 31: TRANSMISSION OPERATING GUIDES

MILESTONE: Transmission Operating Guides

Request Date: 10/3/2025

Due by: 10/17/2025

SPP Contacts

Ahmed Alazzawi

Kyle Vaughan

Transmission Planning

Entity Scope:

SPP Transmission Owners

Applicable Interconnections:

East and West

Transmission owners and operators shall provide a list of the operating guides that are applicable to the transmission planning process, as well as withdraw any operating guides that are no longer valid for usage. These operating guides can be used as potential mitigations for violations observed in the ITP study.

These operating guides should consist of a .pdf file as well as any applicable idevs for applying the post-contingency actions listed in the operating guide. More details can be found in Section 5 of the ITP manual.

SECTION 32: 2026 ITP 69KV CONTINGENCIES FOR ASSESSMENTS

MILESTONE: 69kV Contingencies for Assessments

Request Date: 9/4/2025

Due by: 9/22/2025

SPP Contacts

[Annaliese Behr](#)

[Greg Lampley](#)

Entity Scope:

[All interested stakeholders](#)

Applicable Interconnections:

[East Only](#)

SPP Staff is requesting stakeholders to submit 69 kV contingencies, monitored elements, or mon/con pairs for staff consideration to be included in the 2024 ITP Constraint Assessment and Market Powerflow Needs Assessment. This request is in concurrence with the ITP Manual section 2.2.3.2 and section 4.2.2. All submittals must be accompanied by justification to be included in the 2024 ITP Constraint Assessment and Market Powerflow Needs Assessment. Permanent and temporary 69kV flowgates as identified in SPP Operations will be included as flowgates in the 2024 ITP Assessments. The request form will also be posted to [GlobalScape](#).

P0, P1, P2.1		
	Monitored Element	Contingent Element
Reference Case Year 2 Peak	100 kV+ with select 69 kV facilities	100 kV+ with select 69 kV facilities
Reference Case Year 2 Off-Peak		
Reference Case Year 5 Peak		
Reference Case Year 5 Off-Peak		
Reference Case Year 10 Peak	100 kV+	100 kV+
Reference Case Year 10 Off-Peak		
F _x Year 5 Peak		
F _x Year 5 Off-Peak		
F _x Year 10 Peak		
F _x Year 10 Off-Peak		

Table 6: NERC Standard TPL-001 Planning Events as Monitored and Contingent Elements
ITP Manual v2.8 – Section 4.2.2 Market Powerflow Model (page 30)

Please provide all applicable modeling data in the provided Excel template in order to facilitate staff implementation of constraints and AC contingency analysis. SPP Staff is available to answer any questions regarding this data request.

SECTION 33: ZERO SEQUENCE DATA

MILESTONE: Final Reliability Assessment

Request Date: 5/9/2025

Due by: 8/29/2025

SPP Contacts

Transmission Planning

Eric Sullivan

Entity Scope:

SPP Transmission Operators

Applicable Interconnections:

East Only

Zero sequence data is required to evaluate the effectiveness of an ITP solution and to determine if any new short circuit violations arise as the result of the solutions implementation. Each ITP, SPP identifies top solutions and requests study cost estimates for them. Zero sequence data will be requested at the same time as study cost estimates, but in a separate request. As applicable, SPP will request zero sequence data from the transmission owner of the facilities included these solutions, if it has not already been provided as part of the original solution submission.

Please submit questions and updates via [RMS](#) through the "ITP Submittal > Data Submittal" Quick Pick.

SECTION 34: ZERO SEQUENCE AND POSITIVE SEQUENCE DATA

MILESTONE: Final Reliability Assessment

Request Date: 01/01/2025

Due by: 03/15/2025

SPP Contacts

Transmission Planning

Eric Sullivan

Charlie McCoy

Ahmed Alazzawi

Entity Scope:

SPP Transmission Operators

Applicable Interconnections:

East and West- Integrating Entities Only (RTO Expansion Only)

Zero sequence and positive sequence data is required to evaluate the effectiveness of an SPP RTO West Integration Study solution and to determine if any new short circuit violations arise as the result of the solutions implementation. Each SPP RTO West Integration Study, SPP will evaluate the submitted solutions and will request zero sequence and positive sequence data. As applicable, SPP will request zero sequence and positive sequence data from the transmission owner of the facilities included these solutions, if it has not already been provided as part of the original solution submission.

Please submit questions and updates via [RMS](#).

SECTION 35: NUCLEAR FACILITY VOLTAGE CRITERIA

MILESTONE: Zonal & Company-Specific Planning Criteria

Request Date: 08/01/2025

Due by: 08/29/2025

SPP Contact(s)

[Kyle Vaughan](#)

[Maurisa Hughes](#)

Entity scope:

[SPP Transmission Owners](#)

Applicable Interconnections:

[East Only](#)

The Integrated Transmission Plan (ITP) assessment includes local planning criteria to monitor nuclear facilities at a more stringent voltage criteria. Transmission Owners shall provide all applicable NUC-001 voltage criteria to the Transmission Provider by August 29, 2025. This data will be used for the 2026 ITP needs assessment.

APPENDIX A: NERC TPL-001-5 STEADY STATE CONTINGENCY REQUEST

The initial requirements of the NERC TPL-001-5 standard (standard) becomes effective January 1, 2024. SPP, the Planning Coordinator (PC), with guidance from the SPP TPL Task Force, requests Table 1 contingencies from the Transmission Planners (TPs) for the annual TPL assessment.

The PC requests that the TPs provide one contingency file per Table 1 'P' event (P1, P2, P4, P5, and P7) and one contingency file for all Table 1 steady state extreme events. The table below defines the naming convention of each file that the TPs will provide. Contingency file name example: XXXX is the PSS/E control area, e.g., NPPD_P1.con. Contingencies must include circuit IDs where applicable.

File name	Voltage level	Description
Not applicable	N/A	P0: No contingency
XXXX_P1.con	All	P1.1: Single Contingency (Generator)
	All ¹	P1.2: Single Contingency (Transmission Circuit)
	100 kV+	P1.3: Single Contingency (Transformer ²)
	100 kV+	P1.4: Single Contingency (Shunt)
	All	P1.5: Single Contingency (Single Pole of a DC line)
XXXX_P2.con	100 kV+	P2.1: Single Contingency (No fault line section)
	100 kV+	P2.2: Single Contingency (Bus section)
	100 kV+	P2.3: Single Contingency (Internal Breaker Fault [non-Bus-tie breaker])
	100 kV+	P2.4: Single Contingency (Internal Breaker Fault [Bus-tie breaker])
XXXX_P4.con	100 kV+	P4.1: Multiple Contingency ³ (Fault ⁴ on Generator, Stuck Breaker)
	100 kV+	P4.2: Multiple Contingency ³ (Fault ⁴ on Transmission Circuit, Stuck Breaker)
	100 kV+	P4.3: Multiple Contingency ³ (Fault ⁴ on Transformer ² , Stuck Breaker)
	100 kV+	P4.4: Multiple Contingency ³ (Fault ⁴ on Shunt, Stuck Breaker)
	100 kV+	P4.5: Multiple Contingency ³ (Fault ⁴ on Bus Section, Stuck Breaker)
	100 kV+	P4.6: Multiple Contingency ³ (Fault on Bus-tie Breaker Bus, Stuck Bus-tie Breaker)
XXXX_P5.con	100 kV+	P5.1: Multiple Contingency ³ (Fault on Generator, Primary relay failure on Generator)
	100 kV+	P5.2: Multiple Contingency ³ (Fault on Transmission Circuit, Primary relay failure on Transmission Circuit)
	100 kV+	P5.3: Multiple Contingency ³ (Fault on Transformer ² , Primary relay failure on Transformer)

¹ This voltage level has been updated from the previous TPL study P1.2 events

² Low side voltage

³ All elements in this contingency must be at or above the associated Voltage level

⁴ Non-Bus-tie Breaker

File name	Voltage level	Description
	100 kV+	P5.4: Multiple Contingency ³ (Fault on Shunt, Primary relay failure on Shunt)
	100 kV+	P5.5: Multiple Contingency ³ (Fault on Bus Section, Primary relay failure on Bus Section)
XXXX_P7.con	100 kV+	P7.1: Multiple Contingency (Any two adjacent circuits on common structure)
	All	P7.2: Multiple Contingency (Loss of a bipolar DC line)
XXXX_EExxx.con	All	EExxx 1-3b: See TPL-001-5 Standard page 25 for the event types needed

Software Generated Contingencies

When developing the contingency files, keep in mind that the PC will be automatically analyzing many contingencies through automatic N-1 & N-2 simulations. The auto-contingency feature allows all single contingencies (N-1) and combination of single contingencies (N-2) to be taken. It is important to note the contingency name of the auto-contingency analysis will not follow the recommended contingency naming convention. **To avoid duplicate results, a Transmission Planner may exclude a contingency in the applicable contingency file if the contingency will be analyzed during the auto-contingency analysis⁵.** The contingencies that will be captured during the auto-contingency analysis are listed below.

N-1 contingencies⁶:

1. Generator
2. Shunt device
3. Single Pole of a DC line
4. Transmission branch⁷

N-2 contingencies will be generated in the POM software using the following conditions:

1. All Generators – All Generators
2. All Generators – Transmission branch⁶ in same Area
3. All Generators – Shunt device in same Zone
4. Transmission branch⁶ – Transmission branch⁶ in same Zone
5. Transmission branch⁶ – Shunt device in same Zone
6. Shunt device – Shunt device in same Zone

Contingency Naming

The PC requests that the TPs follow the [SPP Contingency Naming Convention document](#) when naming each contingency that will be submitted to the PC per this request.

Invalid Contingencies

The PC requests that the TPs provide a current list of invalid contingencies formatted as specified in the SPP Contingency Naming Convention document.

⁵ Transmission Planner submitted contingency names will be retained.

⁶ P1.2 is considered a breaker to breaker contingency and therefore not included in the automatic contingency simulation unless breakers are at each end of the transmission line segment.

⁷ Transmission branch = Transformer or Transmission line segment.

APPENDIX B: SPP CONTINGENCY NAMING CONVENTION

Naming Structure

At a minimum, the required and optional fields of the contingency names should follow this structure:

1. Contingency name lengths are limited to 128 characters⁸.
2. Use colon ":" as a field delimiter (to separate fields).
3. Use back-to-back colons "::" for empty fields (null fields).

Required Field Descriptions

Fields one through three are considered static fields, meaning that the field types should be consistent for all contingencies.

Field 1: TPL-001-5 Table 1 Planning Event

For Planning Events P1, P2, P4, P5, P7, provide the Category and Event type with no delimiter. For example, a Category P1 paired with Event 1 should be listed as P11. Other examples include: P12, P13, P14, P15, P21, P23, etc.

For Extreme Event contingencies provide the event type "EExxx." For example, the loss of all transmission lines on a common right-of-way should be listed as EE2B. Other examples include: EE1, EE2A, EE2C, EE2D, EE2E, EE3A1, EE3A2, etc.

Field 2: Nominal Voltage

For Planning Events P1, P2, P4, P5, P7 and Extreme Events, provide the Nominal Voltage per the guidelines below.

- Numerical voltages should be given as a three-digit integer in kV, with a leading zero for sub-BES voltages, e.g., 069, 161.
- For contingencies that involve generators and GSUs, the generator high-side voltage is the nominal voltage⁹.
- For contingencies that involve non-GSU transformers, both low-side and high voltages with a dash "-" between the voltages, in that order, are the nominal voltage.

⁸ PSS/E 33 limitation; Contingency names may be truncated in PSS/E standard reports. However, PSS/E will import and export the full 128-character name. MUST runs will limit the Contingency naming to 42 characters.

⁹ TPL-001-5 Table 1, footnote 5

- For contingencies that involve any two adjacent circuits on a common structure and are different voltage levels, both low-side and high voltages with a dash “-” between the voltages, in that order, are the nominal voltage.

Field 3: Transmission Owner

For Planning Events P1, P2, P4, P5, P7 and Extreme Events, provide the Transmission Owner abbreviation per the guidelines below.

- Provide the TO abbreviation as listed in the planning model.
- For jointly owned facilities, provide each TO abbreviation separated by a dash “-” with the Contingency Owner listed first.

Optional Field Descriptions

Fields four through six are considered dynamic fields and can be used to help improve communications between two entities sharing contingency information.

Field 4: Operational Facility Names

For Planning Events P1, P2, P4, P5, P7 and Extreme Events, Field 4 may be used to link the contingency with familiar historical or Operations naming conventions.

- Line Name
- EMS Station Name
- Event Name
- Existing Shorthand Contingency Name
- Etc.

Field 5: Nameplate Values

For Planning Events P1, P2, P4, P5, P7 and Extreme Events, Field 5 may be used to list PMAX of generators, QMAX of shunt device.

Field 6: Event Description

For Planning Events P1, P2, P4, P5, P7 and Extreme Events, Field 6 may be used to list the applicable descriptions of the event.

- For contingencies that involve a generator, provide Unit PSSE Bus Name and Unit ID.
- For contingencies that involve a transmission line, provide the From and To PSSE Bus Names and Circuit ID.
- For contingencies that involve a transformer, provide the PSSE Transformer name and Circuit ID.
- For contingencies that involve a shunt device, provide the PSSE Bus Name.
- For contingencies that involve a DC line, provide the From and To PSSE Bus Name.
- When opening a line section without a fault, provide the Opened End and Closed End PSSE Bus Names.
- For a loss of two adjacent circuits on a common structure, provide Lower kV Line Name, and Higher kV Line Name.

Field 7: Voltage Level Designation

For Planning Events P1, P2, P4, P5, P7 and Extreme Events, Field 7 may be used to list the kV level applicability for the event following footnotes 1 and 5 of NERC TPL-001-5. These must either be “EHV” or “HV” level descriptions in order to properly categorize ITP and TPL applicability.

Field 8: Special Contingency Flag

For Planning Events P1, P2, P4, P5, P7 and Extreme Events, Field 8 may be used designate special contingencies for additional analysis which can be included or excluded from study analysis when applicable. Currently, there are only two flags that may be used as options:

- “RBP” for Risk Based Planning regarding cold weather driven or risk-based contingencies and any system adjustments following
- “LLT” for Long Lead Time

EXAMPLES:

“P11:345:AEPW: *Optional Descriptor(s)*” (*Generator Contingency*)

(Contingency Type: P1.1, Point of Interconnection voltage kV: 345, Transmission Owner: AEPW, Optional Descriptor(s))

“P12:345:GRDA: *Optional Descriptor(s)*” (*Transmission Circuit Contingency*)

(Contingency Type: P1.2, kV: 345, Transmission Owner: GRDA, Optional Descriptor(s))

“P13:069-138:SPRM: *Optional Descriptor(s)*” (*Transformer Contingency*)

(Contingency Type: P1.3, Secondary kV: 69, “-”, Primary kV: 138, Transmission Owner: SPRM, Optional Descriptor(s))

“P14:345:WAPA: *Optional Descriptor(s)*” (*Shunt Device Contingency*)

(Contingency Type: P1.4, highside connected kV: 345, Transmission Owner: WAPA, Optional Descriptor(s))

“P15:350:WERE: *Optional Descriptor(s)*” (*Single Pole of a DC Line Contingency*)

(Contingency Type: P1.5, kV:350, Transmission Owner: WERE, Optional Descriptor(s))

“P21:345:SPS: *Optional Descriptor(s)*” (*Opening of a line section w/o fault*)

(Contingency Type: P2.1, kV: 345, Transmission Owner: SPS, Optional Descriptor(s))

“P22:115:NPPD: *Optional Descriptor(s)*” (*Bus Section Fault Contingency*)

(Contingency Type: P2.2, kV: 115, Transmission Owner: NPPD, Optional Descriptor(s))

“P23:115:LES: *Optional Descriptor(s)*” (*Internal non-Bus-tie Breaker Fault Contingency*)

(Contingency Type: P2.3, kV: 115, Transmission Owner: LES, Optional Descriptor(s))

“P24:161:EMDE: *Optional Descriptor(s)*” (*Internal Bus-tie Breaker Fault Contingency*)

(Contingency Type: P2.4, kV: 161, Transmission Owner: EMDE, Optional Descriptor(s))

"P41:138:OMPA: *Optional Descriptor(s)*" (Stuck non-Bus-tie breaker attempting to clear a generator Fault)

(Contingency Type: P4.1, Point of Interconnection voltage kV: 138, Transmission Owner: OMPA, Optional Descriptor(s))

"P42:138:MIDW: *Optional Descriptor(s)*" (Stuck non-Bus-tie breaker attempting to clear a Transmission Circuit Fault)

(Contingency Type: P4.2, kV: 138, Transmission Owner: MIDW, Optional Descriptor(s))

"P43:161-345:SUNC: *Optional Descriptor(s)*" (Stuck non-Bus-tie breaker attempting to clear a Transformer Fault)

(Contingency Type: P4.3, Secondary kV: 161, "-", Primary kV: 345, Transmission Owner: ITCM, Optional Descriptor(s))

"P44:345:KCPL: *Optional Descriptor(s)*" (Stuck non-Bus-tie breaker attempting to clear a Shunt Device Fault)

(Contingency Type: P4.4, highside connected kV: 345, Transmission Owner: KCPL, Optional Descriptor(s))

"P45:115:KACY: *Optional Descriptor(s)*" (Stuck non-Bus-tie breaker attempting to clear a Bus Section Fault)

(Contingency Type: P4.5, kV: 115, Transmission Owner: KACY, Optional Descriptor(s))

"P46:138:EMDE: *Optional Descriptor(s)*" (Stuck Bus-tie breaker attempting to clear an associated Bus Fault)

(Contingency Type: P4.6, kV: 138, Transmission Owner: EMDE, Optional Descriptor(s))

"P51:138:SPS: *Optional Descriptor(s)*" (Failure of a non-redundant relay protecting a generator)

(Contingency Type: P5.1, Point of Interconnection voltage kV: 138, Transmission Owner: SPS, Optional Descriptor(s))

"P52:138:AEPW: *Optional Descriptor(s)*" (Failure of a non-redundant relay protecting a Transmission Circuit)

(Contingency Type: P5.2, kV: 138, Transmission Owner: AEPW, Optional Descriptor(s))

"P53:161-345:OPPD: *Optional Descriptor(s)*" (Failure of a non-redundant relay protecting a Transformer)

(Contingency Type: P5.3, Secondary kV: 161, Primary kV: 345, Transmission Owner: OPPD, Optional Descriptor(s))

"P54:345:WAPA: *Optional Descriptor(s)*" (Failure of a non-redundant relay protecting a Shunt Device)

(Contingency Type: P5.4, highside connected kV: 345, Transmission Owner: WAPA, Optional Descriptor(s))

"P55:138:LES: *Optional Descriptor(s)*" (Failure of a non-redundant relay protecting a Bus Section)

(Contingency Type: P5.5, kV: 138, Transmission Owner: LES, Optional Descriptor(s))

"P71:115-230:OKGE-WFEC: *Optional Descriptor(s)*" (Loss of 2 adjacent circuits on a common structure)

(Contingency Type: P7.1, Lower kV: 115,"-", Higher kV: 230, Transmission Owner: OKGE and WFEC, Optional Descriptor(s))

"P72:350:NPPD: *Optional Descriptor(s)*" (Loss of a bipolar DC Line)

(Contingency Type: P7.2, kV: 350, Transmission Owner: NPPD, Optional Descriptor(s))

"EE2A:161:SWPA: *Optional Descriptor(s)*" (Steady State Extreme Event)

(Contingency Type: Extreme Event, kV: 161, Transmission Owner: SWPA, Optional Descriptor(s))

APPENDIX C: BES QUICK REFERENCE GUIDE

Definition:

Bulk Electric System (BES): Unless modified by the lists shown below, all Transmission Elements operated at 100 kV or higher and Real Power and Reactive Power resources connected at 100 kV or higher. This does not include facilities used in the local distribution of electric energy.

Inclusions:

I1 – Transformers with the primary terminal and at least one secondary terminal operated at 100 kV or higher unless excluded by application of Exclusion E1 or E3.

I2 – Generating resource(s) including the generator terminals through the high-side of the step-up transformer(s) connected at a voltage of 100 kV or above with:

- a) Gross individual nameplate rating greater than 20 MVA; or
- b) Gross plant/facility aggregate nameplate rating greater than 75 MVA.

I3 – Blackstart Resources identified in the Transmission Operator's restoration plan.

I4 – Dispersed power producing resources that aggregate to a total capacity greater than 75 MVA (gross nameplate rating), and that are connected through a system designed primarily for delivering such capacity to a common point of connection at a voltage of 100 kV or above. Thus, the facilities designated as BES are:

- a) The individual resources, and
- b) The system designed primarily for delivering capacity from the point where those resources aggregate to greater than 75 MVA to a common point of connection at a voltage of 100 kV or above.

I5 – Static or dynamic devices (excluding generators) dedicated to supplying or absorbing Reactive Power that are connected at 100 kV or higher, or through a dedicated transformer with a high-side voltage of 100 kV or higher, or through a transformer that is designated in Inclusion I1 unless excluded by application of Exclusion E4.

Exclusions:

E1 – Radial systems: A group of contiguous transmission Elements that emanates from a single point of connection of 100 kV or higher and:

- a) Only serves Load, or
- b) Only includes generation resources, not identified in Inclusions I2, I3, or I4, with an aggregate capacity less than or equal to 75 MVA (gross nameplate rating), or
- c) Where the radial system serves Load and includes generation resources, not identified in Inclusions I2, I3 or I4, with an aggregate capacity of non-retail generation less than or equal to 75 MVA (gross nameplate rating).

Note 1 – A normally open switching device between radial systems, as depicted on prints or one-line diagrams, for example, does not affect this exclusion.

Note 2 – The presence of a contiguous loop, operated at a voltage level of 50 kV or less, between configurations being considered as radial systems, does not affect this exclusion.

E2 – A generating unit or multiple generating units on the customer's side of the retail meter that serve all or part of the retail Load with electric energy if: (i) the net capacity provided to the BES does not exceed 75 MVA, and (ii) standby, back-up, and maintenance power services are provided to the generating unit or multiple generating units or to the retail Load by a Balancing Authority, or provided pursuant to a binding obligation with a Generator Owner or Generator Operator, or under terms approved by the applicable regulatory authority.

E3 – Local networks (LN): A group of contiguous transmission Elements operated at less than 300 kV that distribute power to Load rather than transfer bulk power across the interconnected system. LNs emanate from multiple points of connection at 100 kV or higher to improve the level of service to retail customers and not to accommodate bulk power transfer across the interconnected system. The LN is characterized by all of the following:

- a) Limits on connected generation: The LN and its underlying Elements do not include generation resources identified in Inclusions I2, I3, or I4 and do not have an aggregate capacity of non-retail generation greater than 75 MVA (gross nameplate rating);
- b) Real Power flows only into the LN and the LN does not transfer energy originating outside the LN for delivery through the LN; and
- c) Not part of a Flowgate or transfer path: The LN does not contain any part of a permanent Flowgate in the Eastern Interconnection, a major transfer path within the Western Interconnection, or a comparable monitored Facility in the ERCOT or Quebec Interconnections, and is not a monitored Facility included in an Interconnection Reliability Operating Limit (IROL).

E4 – Reactive Power devices installed for the sole benefit of a retail customer(s).

Note – Elements may be included or excluded on a case-by-case basis through the Rules of Procedure exception process.

Quick reference:

Inclusions:

- I1:** Transformers – 2 winding need to have both windings over 100kV, 3 winding at least two windings need to be over 100kV.
- I2:** Generators – 20MW single, 75MW aggregate through the high side of the step-up transformer.
- I3:** Blackstart resources.
- I4:** Wind and solar, other renewables – 75MW aggregate or more connected at 100kV or higher.
- I5:** SVCs, Cap banks, Reactors – connected at 100kV either directly or through step-up transformers.

Exclusions:

- E1:** Radials with the listed criteria.
- E2:** Behind the meter generation.
- E3:** Local networks.
- E4:** SVCs or Cap banks used for local voltage support, not on the BES.

The better document for this is the NERC guidance document “[Bulk Electric System Definition Reference Document](#).”

Key to diagram color coding:

- **Blue** indicates that an Element is included in the BES
- **Green** indicates that an Element is not included in the BES
- **Orange** indicates ‘points of connection’
- **Black** indicates Elements that are not evaluated for the specific inclusion depicted in the individual diagrams being shown

APPENDIX D: NERC TPL-001-5 STABILITY CONTINGENCY REQUEST

The initial requirements of the NERC TPL-001-5 standard (standard becomes effective January 1, 2024. SPP, the Planning Coordinator (PC), with guidance from the SPP TPL Task Force, requests Table 1 contingencies from the Transmission Planners (TPs) for the annual TPL assessment.

The PC requests on annual basis that the TPs provide a contingency spreadsheet per Table 1 for all 'P' events (P1, P2, P4, P5, and P7) and Table 1 steady state Extreme Events. The table below defines the naming convention for of each contingency that the TPs can provide in the spreadsheet. The spreadsheet tab labeled "form" is the location that the TP will insert the time domain description of the fault definition (sequence of events) or actions taken on the topology contained in the power flow model. SPP Staff will provide the necessary support to TPs in order to compile the fault definitions within the spreadsheet by request. The spreadsheet tab labeled "Submitter" is the location that the TP will insert their name, contact information, and the case or cases the contingency is to be applied. The number of contingencies requested will vary by year and will be contained in the formal request sent out via e-mail. The list below summarizes the type of contingency data the PC expects to receive during the annual contingency request:

- Events Expected to Produce More Severe Impacts (includes events coordinated with adjacent systems)
 - Rationale for Event Selections
- Relay models
 - PSS/E Dynamic Relay Models for DYRE file, and/or
 - Description of time domain relay actions that replicate the expected removal of elements
- Description of successful and unsuccessful high speed (less than one (1) second) reclosing
- Description of generator low voltage ride through characteristics if not already contained in DYRE file
- Remedial Action Schemes
- Generic or actual relay models for tripping of transmission lines and transformers where transient swings cause protection system operations
- Specific generator scaling that will be required to balance generation/load when generation is removed as a "prior outage" for a contingency.

Category	Initial Condition	Category	Event	Fault Type
P0 No Contingency	Normal System			
P1 Single Contingency	Normal System	P1_1	Generator	3ø
		P1_2	Transmission Circuit	3ø
		P1_3	Transformer	3ø
		P1_4	Shunt Device	3ø
		P1_5	Single pole of DC line	SLG
P2 Single Contingency	Normal System	P2_1	Opening a line section w/o a Fault	N/A
		P2_2	Bus section fault	SLG
		P2_3	Internal Breaker Fault (non-Bus-tie Breaker)	SLG
		P2_4	Internal Breaker Fault (Bus-tie Breaker)	SLG
P3 Multiple Contingencies	Loss of Generator followed by System Adjustment	P3_1	Generator	3ø
		P3_2	Transmission Circuit	3ø
		P3_3	Transformer	3ø
		P3_4	Shunt Device	3ø
		P3_5	Single pole of DC line	SLG
P4 Multiple Contingencies (Fault plus stuck breaker)	Normal System	P4_1	Generator	SLG
		P4_2	Transmission Circuit	SLG
		P4_3	Transformer	SLG
		P4_4	Shunt Device	SLG
		P4_5	Bus section fault	SLG
		P4_6	Loss of multiple elements caused by a stuck breaker	SLG
P5 Multiple Contingencies (Fault plus relay failed to operate)	Normal System	P5_1	Generator	SLG
		P5_2	Transmission Circuit	SLG
		P5_3	Transformer	SLG
		P5_4	Shunt Device	SLG
		P5_5	Bus section fault	SLG
P6 Multiple Contingencies (Two overlapping singles)	Loss of a Transmission Circuit followed by a System adjustment	P6_1		
		P6_1_1	Transmission Circuit	3ø
		P6_1_2	Transformer	3ø
		P6_1_3	Shunt Device	3ø
		P6_1_4	Single pole of DC line	SLG
	Loss of a Transformer followed by a System adjustment	P6_2		
		P6_2_1	Transmission Circuit	3ø
		P6_2_2	Transformer	3ø
		P6_2_3	Shunt Device	3ø
		P6_2_4	Single pole of DC line	SLG
		P6_3		

Category	Initial Condition	Category	Event	Fault Type
	Loss of a Shunt Device followed by a System adjustment	P6_3_1	Transmission Circuit	3 ϕ
		P6_3_2	Transformer	3 ϕ
		P6_3_3	Shunt Device	3 ϕ
		P6_3_4	Single pole of DC line	SLG
	Loss of a Single Pole of DC line followed by a System adjustment	P6_4		
		P6_4_1	Transmission Circuit	3 ϕ
		P6_4_2	Transformer	3 ϕ
		P6_4_3	Shunt Device	3 ϕ
		P6_4_4	Single pole of DC line	SLG
P7 Multiple Contingencies (Common Structure)	Normal System	P7_1	Any two adjacent circuits on common structure	SLG
		P7.2	Loss of bipolar DC line	SLG
Extreme Events (EE) A. Simulate the removal of all elements that Protection Systems and automatic controls are expected to disconnect. B. Simulate Normal Clearing unless otherwise specified		Extreme_1		
	Local or wide area events affecting the Transmission System	Extreme_2		
	3 ϕ fault on generator with stuck breaker or a relay failure resulting in Delayed Fault Clearing	Extreme_2_a		
	3 ϕ fault on Transmission Circuit with stuck breaker or a relay failure resulting in Delayed Fault Clearing	Extreme_2_b		
	3 ϕ fault on generator with stuck breaker or a relay failure resulting in Delayed Fault Clearing	Extreme_2_c		

Category	Initial Condition	Category	Event	Fault Type
	3 ø fault on bus section with stuck breaker or a relay failure resulting in Delayed Fault Clearing	Extreme_2_d		
	3 ø internal breaker fault	Extreme_2_e		
	Other events based on operating experience	Extreme_2_f		



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PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above \$10,000.00

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 is 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 PRUCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE	
Proposed supplier name and address: Burns & McDonnell Engineering Company, Inc. 9400 Ward Parkway, KCMO 64114	Munis Vendor ID #: Or attach Supplier's W-9 Form
Purchase Requisition #: 20261424	Estimated Cost: \$ \$267,000.00
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 service ☐ 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 - Continuity in service allowing reduced costs; A/E approved vendor 	
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: Joe Hegendeff	Department: IPL
Signature:	Title: Director of IPL
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:

Khristina Irvine

From: Joseph Hegendefffer
Sent: Wednesday, September 3, 2025 7:42 AM
To: Jessica Fett; Ricky de Aragon
Cc: Khristina Irvine
Subject: RE: IPL Transmission planning support 9.15.25 council info

I approve this sole source. Thanks



Joe Hegendefffer

Director

O - 816.325.7494
C - 816.267.3587
jhegendefffer@indepmo.org

21500 E Truman Rd.
Independence MO 64056

From: Jessica Fett <jfett@indepmo.org>
Sent: Tuesday, September 2, 2025 3:31 PM
To: Joseph Hegendefffer <jhegendefffer@indepmo.org>; Ricky de Aragon <rdearagon@indepmo.org>
Subject: FW: IPL Transmission planning support 9.15.25 council info

Please sign and return the attached sole source justification for Rich to add.



Jessica Fett

Engineer III

O – 816-325-7517
C – 816-206-6077
jfett@indepmo.org

21500 E Truman Rd.
Independence, MO 64051

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve the issuance of a Purchase Order to Douglas C. Christianson to provide technical services to the Police Department in an amount up to \$100,000.00. **Approved**

Recommendations:

Police Department recommends approval.

Background:

Doug Christianson has been the Technology Contractor for the Police Department for many years. He is currently under a contract with the City to provide technical work on the Police Department's fixed and mobile computer systems, the City's radio system, security camera systems, in-car video systems and numerous other technology projects. The previous contractual agreement with Mr. Christianson expired August 31, 2025. This contract provides services for the current fiscal year, with four (4) one-year renewal options available. The contract authorizes an hourly rate not to exceed \$52.00 up to 40 hours per week, and an overtime rate up to \$78.00 for non-business hours. The hourly rate currently being billed has not exceeded \$47.00/hour.

IPD is requesting approval to continue working with Doug Christianson and to utilize the existing contract for his services. A total of \$97,000 is budgeted in IPD's 2025/2026 fiscal year budget, with \$40,000 in Account 0674513-5212 and \$57,000 in 0164563-5226 (PST). Since this is an annual expense, approval is also being requested to spend up to \$100,000 per fiscal year for the duration of the contract, to include any one-year renewal options that are agreed upon through August 31, 2030, subject to annual appropriation.

Approval of this item shall authorize change orders up to an additional ten (10) percent of the annual budgeted amount for this service, provided funding is available.

Emergency Justification:**Fiscal Impact:**

The total fiscal impact to the City for this fiscal year will be \$100,000. Funding for this expense is included in the fiscal year 2025-26 adopted budget, account number 0674513-5212 (page 224) and account number 0164563-5226 (page 236) in the Public Safety Sales Tax.

Council Action:

**Department /
Contact**

Police Department /

REVIEWERS

Dennea Leap
Jason Petersen
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Professional Services Contract - Doug Christianson FY2026
2. Limited Source Form - Doug Christianson FY 2026
3. Doug Christianson - FY24 FY25 List of Paid Invoices

**CONTRACT FOR
PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, Douglas C Christianson, a Sole Proprietorship (hereinafter called contractor).

WITNESSETH:

WHEREAS, City requires Technical, Professional and Consulting services and,
WHEREAS, contractor is prepared to provide said professional services and shall give consultation and advice to City during the performance of said services;

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be September 1, 2025.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE 3 – PERIOD OF SERVICE

The services shall be for one-year with 4 one year possible renewals.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the Contractor, an amount not to exceed \$52.00 per hour up to 40 hours per week, and \$78.00 per hour after 40 hours in a week. After hours services requiring on site work shall be charged a \$52.00 Service Charge. Markup for items the City is not able to supply shall not exceed 10% above Contractor's cost.

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

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

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

ARTICLE 5 – PERMITS AND LICENSES

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

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

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

ARTICLE 8 – STANDARD OF CARE

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

ARTICLE 9– LIABILITY AND INDEMNIFICATION

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

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

ARTICLE 10 – INSURANCE

General Services

Unless otherwise stated in the specifications, the contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least 30 days' advance written notice to the City.

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

Purchases less than \$100,000

(1) General Liability Insurance, with a \$500,000 combined single limit.

Purchases \$100,000 and over

- (1) General liability insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
- (2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the supplier.

WORKER'S COMPENSATION

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

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

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

ARTICLE 12 – DELAY IN PERFORMANCE

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

ARTICLE 13 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay contractor for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to contractor's compensation.

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

ARTICLE 14– WAIVER

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

ARTICLE 15 – SEVERABILITY

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

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – ASSIGNMENT

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

ARTICLE 18– THIRD PARTY RIGHTS

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

ARTICLE 19– INDEPENDENT CONTRACTORS

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

ARTICLE 20– AUDIT

Contractor agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the contractor involving transactions related to this contract.

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the contractor agrees as follows:
The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment,

without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

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

ARTICLE 23 – GOVERNING LAW

This contract shall be governed by the laws of the State of Missouri. The City and the contractor agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that contractor's

performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

ARTICLE 24 – COMMUNICATIONS

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

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

ARTICLE 25 – SEPARATE CONTRACTS

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

ARTICLE 26 – ENTIRE CONTRACT

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

ARTICLE 27 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Contractors; Article 22 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

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

City

By _____

Title _____

Date _____

Contractor

By Douglas C. Chastan

Title Owner

Date 7-31-2025

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:

Doug Christianson, 770 SE 600, Knob Noster, MO 65336

Munis Vendor ID # 22576

Or attach Supplier's W-9 Form

Purchase Requisition # 26000066 PO

Estimated Cost: \$ 97,500 (annual)

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** – A Contract for Professional Services will be signed for this specialized technical service.

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: JASON PETERSEN

Department: Police

Signature: [Signature]

Title: Acting Chief

City Manager Authorization (Emergency Purchases Only)

Signature: _____

Date: _____

DOUG CHRISTIANSON

Vendor	Number	Date	Amount	Check	Check Date	Voucher	Purchase Order	Status
22576	8750	07/07/2023	\$1,640.00	275663	07/13/2023	144230	24000002	PAID
22576	8750 Correction	07/07/2023	\$120.00	275756	07/20/2023	144778	24000002	PAID
22576	8751	07/14/2023	\$1,760.00	275756	07/20/2023	144777	24000002	PAID
22576	8752	07/21/2023	\$1,760.00	275879	07/27/2023	145202	24000002	PAID
22576	8753	07/28/2023	\$1,760.00	276016	08/03/2023	145536	24000002	PAID
22576	8754	08/04/2023	\$1,760.00	276153	08/10/2023	146344	24000002	PAID
22576	8755	08/11/2023	\$1,760.00	276249	08/17/2023	146950	24000002	PAID
22576	8756	08/18/2023	\$1,760.00	276355	08/24/2023	147431	24000002	PAID
22576	8757	08/25/2023	\$1,760.00	276458	08/31/2023	147938	24000002	PAID
22576	8758	09/01/2023	\$1,760.00	276560	09/07/2023	148426	24000002	PAID
22576	8759	09/08/2023	\$1,760.00	276641	09/14/2023	148996	24000002	PAID
22576	8760	09/15/2023	\$1,760.00	276750	09/21/2023	149759	24000002	PAID
22576	8761	09/22/2023	\$1,760.00	276882	09/28/2023	150195	24000002	PAID
22576	8762	09/29/2023	\$1,760.00	276992	10/05/2023	150671	24000002	PAID
22576	8763	10/06/2023	\$1,760.00	277083	10/12/2023	151250	24000002	PAID
22576	8764	10/13/2023	\$1,760.00	277178	10/19/2023	151780	24000002	PAID
22576	8765	10/20/2023	\$1,760.00	277313	10/26/2023	152295	24000002	PAID
22576	8766	10/27/2023	\$1,760.00	277408	11/02/2023	152880	24000002	PAID
22576	8767	11/03/2023	\$1,760.00	277516	11/09/2023	153663	24000002	PAID
22576	8768	11/10/2023	\$1,760.00	277633	11/16/2023	154267	24000002	PAID
22576	8769	11/17/2023	\$1,760.00	277738	11/30/2023	154976	24000002	PAID
22576	8770	11/24/2023	\$1,760.00	277738	11/30/2023	154977	24000002	PAID
22576	8771	12/01/2023	\$1,760.00	277875	12/07/2023	155392	24000002	PAID
22576	8772	12/08/2023	\$1,760.00	277998	12/14/2023	156077	24000002	PAID
22576	8773	12/15/2023	\$1,760.00	278117	12/21/2023	156740	24000002	PAID
22576	8774	12/22/2023	\$1,760.00	278214	01/04/2024	157487	24000002	PAID
22576	8775	12/29/2023	\$1,760.00	278214	01/04/2024	157488	24000002	PAID
22576	8776	01/05/2024	\$1,760.00	278325	01/11/2024	157913	24000002	PAID
22576	8777	01/12/2024	\$1,760.00	278458	01/18/2024	158654	24000002	PAID
22576	8778	01/19/2024	\$1,760.00	278537	01/25/2024	159074	24000002	PAID
22576	8779	01/26/2024	\$1,760.00	278653	02/02/2024	159648	24000002	PAID
22576	8780	02/02/2024	\$1,760.00	278764	02/08/2024	160232	24000002	PAID
22576	8781	02/09/2024	\$1,760.00	278879	02/15/2024	160746	24000002	PAID
22576	8782	02/16/2024	\$1,760.00	279012	02/22/2024	161672	24000002	PAID
22576	8783	02/23/2024	\$1,760.00	279101	02/29/2024	162173	24000002	PAID
22576	8784	03/01/2024	\$1,760.00	279226	03/07/2024	162594	24000002	PAID
22576	8785	03/08/2024	\$1,760.00	279330	03/14/2024	163143	24000002	PAID
22576	8786	03/15/2024	\$1,760.00	279430	03/21/2024	163561	24000002	PAID
22576	8787	03/22/2024	\$1,760.00	279528	03/28/2024	164113	24000002	PAID
22576	8788	03/29/2024	\$1,760.00	279638	04/04/2024	164551	24000002	PAID
22576	8789	04/05/2024	\$1,760.00	279757	04/11/2024	165097	24000002	PAID
22576	8790	04/12/2024	\$1,760.00	279876	04/18/2024	165649	24000002	PAID
22576	8791	04/19/2024	\$3,322.44	280002	04/25/2024	166082	24000002	PAID
22576	8792	04/26/2024	\$1,760.00	280118	05/02/2024	166546	24000002	PAID
22576	8793	05/03/2024	\$1,760.00	280233	05/10/2024	167237	24000002	PAID
22576	8794	05/10/2024	\$1,760.00	280331	05/16/2024	167320	24000002	PAID
22576	8795	05/17/2024	\$1,760.00	280453	05/23/2024	168063	24000002	PAID
22576	8796	05/24/2024	\$1,760.00	280566	05/30/2024	168636	24000002	PAID
22576	8797	05/31/2024	\$1,760.00	280647	06/06/2024	169249	24000002	PAID
22576	8798	06/07/2024	\$1,760.00	280781	06/13/2024	169703	24000002	PAID
22576	8799	06/14/2024	\$1,760.00	280896	06/20/2024	170297	24000002	PAID
22576	8800	06/21/2024	\$1,760.00	281000	06/28/2024	171026	24000002	PAID
22576	8801	06/28/2024	\$1,760.00	281110	07/03/2024	171610	24000002	PAID

23/24 FY
\$ 93,082.44

Vendor	Number	Date	Amount	Check	Check Date	Voucher	Purchase Order	Status	
22576	8802	07/05/2024	\$1,760.00	281193	07/11/2024	172494	25000001	PAID	
22576	8803	07/12/2024	\$1,760.00	281306	07/18/2024	172927	25000001	PAID	
22576	8804	07/19/2024	\$1,760.00	281412	07/25/2024	173462	25000001	PAID	
22576	8805	07/26/2024	\$1,760.00	281527	08/01/2024	173833	25000001	PAID	
22576	8806	08/02/2024	\$1,760.00	281610	08/08/2024	174389	25000001	PAID	
22576	8807	08/09/2024	\$1,760.00	281709	08/15/2024	174890	25000001	PAID	
22576	8808	08/16/2024	\$1,760.00	281815	08/22/2024	175435	25000001	PAID	
22576	8809	08/23/2024	\$1,760.00	281896	08/29/2024	176023	25000001	PAID	
22576	8810	08/30/2024	\$1,760.00	282018	09/05/2024	176583	25000001	PAID	
22576	8811	09/06/2024	\$1,760.00	282118	09/12/2024	177139	25000001	PAID	
22576	8812	09/13/2024	\$1,760.00	282275	09/19/2024	177797	25000001	PAID	
22576	8813	09/20/2024	\$1,760.00	282396	09/26/2024	178116	25000001	PAID	
22576	8814	09/27/2024	\$1,760.00	282502	10/03/2024	178731	25000001	PAID	
22576	8815	10/04/2024	\$1,760.00	282636	10/10/2024	179187	25000001	PAID	
22576	8816	10/11/2024	\$1,760.00	282753	10/17/2024	179785	25000569	PAID	
22576	8817	10/18/2024	\$1,760.00	282854	10/24/2024	180239	25000569	PAID	
22576	8818	10/25/2024	\$1,760.00	282945	10/31/2024	180898	25000569	PAID	
22576	8819	11/01/2024	\$1,760.00	283054	11/07/2024	181556	25000569	PAID	
22576	8820	11/08/2024	\$1,856.00	283169	11/14/2024	182162	25000569	PAID	
22576	8821	11/08/2024	\$1,808.00	283253	11/21/2024	182535	25000569	PAID	
22576	8822	11/22/2024	\$1,760.00	283390	12/05/2024	183417	25000569	PAID	
22576	8823	11/29/2024	\$1,808.00	283390	12/05/2024	183418	25000569	PAID	
22576	8824	12/02/2024	\$1,856.00	283578	12/12/2024	184106	25000569	PAID	
22576	8825	12/13/2024	\$1,808.00	283693	12/19/2024	184532	25000569	PAID	
22576	8826	12/20/2024	\$1,808.00	283830	01/02/2025	185275	25000569	PAID	
22576	8827	12/27/2024	\$1,760.00	283830	01/02/2025	185276	25000569	PAID	
22576	8828	01/03/2025	\$1,760.00	283946	01/09/2025	185528	25000569	PAID	
22576	8829	01/10/2025	\$1,784.00	284041	01/16/2025	185907	25000001	PAID	
22576	8830	01/17/2025	\$1,808.00	284167	01/23/2025	186683	25000001	PAID	
22576	8831	01/24/2025	\$1,784.00	284232	01/30/2025	187126	25000001	PAID	
22576	8832	01/31/2025	\$1,832.00	284361	02/06/2025	187629	25000001	PAID	
22576	8833	02/07/2025	\$1,832.00	284478	02/13/2025	188256	25000001	PAID	
22576	8834	02/14/2025	\$1,808.00	284606	02/20/2025	188753	25000001	PAID	
22576	8835	02/21/2025	\$1,784.00	284692	02/27/2025	189243	25000001	PAID	
22576	8836	03/02/2025	\$1,856.00	28499	03/06/2025	189644	25000001	PAID	
22576	8837	03/07/2025	\$1,808.00	284907	03/13/2025	190209	25000001	PAID	
22576	8838	03/14/2025	\$1,856.00	285048	03/20/2025	190826	25000001	PAID	
22576	8839	03/21/2025	\$1,808.00	285189	03/27/2025	191354	25000001	PAID	
22576	8840	03/28/2025	\$1,856.00	285307	04/03/2025	191806	25000001	PAID	
22576	8841	04/04/2025	\$1,832.00	285426	04/10/2025	192322	25000001	PAID	
22576	8842	04/11/2025	\$1,832.00	285535	04/17/2025	192896	25000001	PAID	
22576	8843	04/18/2025	\$1,808.00	285673	04/24/2025	193285	25000001	PAID	
22576	8844	04/25/2025	\$1,880.00	285796	05/01/2025	193950	25000001	PAID	
22576	8845	05/02/2025	\$1,856.00	285950	05/07/2025	194378	25000569	PAID	
22576	8846	05/09/2025	\$1,832.00	286099	05/15/2025	195118	25000569	PAID	
22576	8847	05/16/2025	\$1,832.00	286218	05/22/2025	195646	25000569	PAID	
22576	8848	05/23/2025	\$1,808.00	286324	05/29/2025	196015	25000569	PAID	
22576	8849	05/30/2025	\$1,808.00	286429	06/05/2025	196458	25000569	PAID	
22576	8850	06/06/2025	\$1,856.00	286547	06/12/2025	197281	25000569	PAID	
22576	8851	06/13/2025	\$1,832.00	286689	06/18/2025	198071	25000569	PAID	
22576	8852	06/20/2025	\$1,808.00	286830	06/30/2025	198591	25000569	PAID	
22576	8853	06/27/2025	\$1,856.00	286830	06/30/2025	198848	25000569	PAID	
22576	8854-1	06/30/2025	\$184.00	286995	07/10/2025	199109	25000569	PAID	24/25 FY
22576	8854-2	06/30/2025	\$192.00	286995	07/10/2025	199110	25000001	PAID	\$ 93,936.00

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute a design services contract and issue a purchase order to HDR Engineering Inc. for an amount not to exceed \$417,809, for the Upper Adair Interceptor Project (No. 302201). **Approved**

Recommendations:

Council approval is recommended.

Background:

The 2022 Sanitary Sewer Master Plan identified the Upper Adair Excess Flow Holding Basin improvement project to improve capacity limitations and sanitary sewer overflows in and around the area of Noland and 39th Street.

RFP #25020 was issued on 5/5/2025 seeking qualifications from interested engineering firms. Responses were received from two firms. The selection committee reviewed and scored the responses, resulting in the selection of HDR Engineering, Inc.

HDR has designed gravity in/gravity out earthen storage basins at multiple locations throughout the City and is determined to be qualified to perform this design.

The scope includes survey and geotechnical evaluation, preliminary design, final design, and bidding services associated with an earthen, gravity in/gravity out sanitary storage basin on property currently owned by the City. It also includes the design of interceptor improvements to provide additional sanitary capacity near Noland Road and I-70.

A ten (10) percent contingency for minor change orders and/or time extensions is included as part of this request.

This is a budgeted capital expense.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$417,809. Funding for the Upper Adair Interceptor Project is included in the fiscal year 2026 budget book on page number 193, account number 302201-C-0317031-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Design Contract - Professional Services - HDR Engineering - Upper Adair - Project No. 302201
2. Scope of Service - HDR - Upper Adair - Project No. 302201
3. Project Map - Upper Adair Interceptor - Project No. 302201

**CONTRACT FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, City requires Design and Engineering Service services and,

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

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be 9/15/2025.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by 9/15/2026.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed \$417,809.

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

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

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

ARTICLE 5 – PERMITS AND LICENSES

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

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

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

ARTICLE 8 – STANDARD OF CARE

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

ARTICLE 9– LIABILITY AND INDEMNIFICATION

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

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

ARTICLE 10 – INSURANCE

Architect, Engineering, and Survey Services

The Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

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

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

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

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

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

WORKER'S COMPENSATION

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

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

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

ARTICLE 12 – DELAY IN PERFORMANCE

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

ARTICLE 13 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to consultant's compensation.

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

ARTICLE 14– WAIVER

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

ARTICLE 15 – SEVERABILITY

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

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – ASSIGNMENT

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

ARTICLE 18– THIRD PARTY RIGHTS

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

ARTICLE 19– INDEPENDENT CONSULTANTS

Each party shall perform its activities and duties hereunder only as an independent consultant.

The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other.

This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 20– AUDIT

Consultant agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the consultant involving transactions related to this contract.

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE 22 – GOVERNING LAW

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

ARTICLE 23 – COMMUNICATIONS

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

Alex Lopez, City Engineer; aflopez@indepmo.org

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

ARTICLE 24 – SEPARATE CONTRACTS

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

ARTICLE 25 – ENTIRE CONTRACT

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

ARTICLE 26 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Consultants; Article 22 – Governing Law; Article 25 – Entire Contract; and this Article 26 – Survival of Terms.

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

City

By _____

Title _____

Date _____

Consultant

By _____

Title _____

Date _____



Upper Adair Creek Sanitary Sewer Improvements

Scope and Fee Estimate - 8/28/25

Staff		Bresette, Aaron J	Eisele, Ryan L	Coleman, Brandon J	Hardee, Ronald B	English, Jeremy H	Miyake, Yuki	Allen, Jeffrey G	McCann, Victoria Ann (Tori)	Waters, Ian Thomas	Carani, David J	Yakle, Johnny R	Jasper, James F	Ly, Pheng Kevin	Lytte, Nicholas A	Shields, Tyler Brent	Schneider, Jacob T	Schears, Noah Eli	Palmentere, Anita Ann	Geha, Logan Brett				
Project Role Billing Rate	PIC	Client Mgr	QC	Project Mgr.	Hydraulic Modeling QC	Hydraulic Modeling	Design Lead	Structural	Environ. Scientist	Regulatory Coord.	Survey Manager	Surveyor	Survey Field Crew	Survey Field Crew	Survey Technician	CADD Lead	Cadd Technician	Admin Assistant	Proj. Acct.	Total HDR Hours	HDR Expenses	Subconsultant	Total	
	\$359	\$359	\$384	\$246	\$215	\$144	\$205	\$159	\$154	\$292	\$205	\$159	\$144	\$128	\$128	\$174	\$123	\$97	\$113					
TASKS																								
Task 1 - Project Management																								
1	Invoicing, Project Management Plan Development, etc.	6	6		16													16	16	60			\$11,603	
2	Client Progress Meetings (biweekly)	4			8		4	24	16											20			\$4,469	
3	Internal Progress Meetings				24															92			\$17,138	
4	QA/QC	2		24		8					2									36			\$12,075	
Subtotal Hours		12	6	24	48	8	4	24	16	0	0	2	0	0	0	0	0	16	16	208				
Subtotal Dollars		\$4,305	\$2,153	\$9,225	\$11,808	\$1,722	\$574	\$4,920	\$2,542	\$0	\$0	\$410	\$0	\$0	\$0	\$0	\$0	\$1,558	\$1,804		\$0	\$0	\$45,285	
Total Task 1																					\$0	\$0	\$45,285	
Task 2 - Preliminary Engineering Report																								
1	Review existing record drawings, studies, flow and rainfall data, and previous hydraulic modeling				12		24	16												52			\$9,676	
2	Review and update previous dry and wet weather hydraulic model calibration for existing conditions.					32														32			\$4,592	
3	Establish representative boundary conditions for downstream lines.				1	2														3			\$533	
4	Establish future flow projections for ultimate conditions based on land use and City flow projection criteria and incorporate into hydraulic model.				8	4														12			\$2,542	
5	Conduct hydraulic model evaluations to determine required volume for design storm events and level required for larger event.	4				20														24			\$4,305	
6	Conduct hydraulic model evaluation to determine upsized requirements for downstream collection system from Phelps Road to Adair Park based on City flow projection criteria.	4				20														24			\$4,305	
7	Confirm City's sizing and design criteria for basin and available volume onsite for holding temporary storage.	4				8														12			\$2,583	
8	Develop recommendations for volume to divert to holding, diversion structure locations, and review with City. Confirm basin can be operated in a gravity in/gravity out configuration.				4	8	8													20			\$3,772	
9	Develop up to two (2) preliminary basin site plans for review with City.				4		8									8	8			28			\$5,002	
10	Develop preliminary grading plan for selected site layout.				4		8									16	16			44			\$7,380	
11	Develop conceptual interceptor and piping to support site layout efforts.				4		24									8	8			44			\$8,282	
12	Develop and document design standards and requirements for holding basin.				2		6													8			\$1,722	
13	Develop preliminary/budgetary engineer's opinion of construction cost (EOPCC).				2			8												10			\$2,132	
14	Desktop site permitting analysis				1				16	4										21			\$3,875	
15	Draft Excess Flow Holding Basin Study and Preliminary Engineering Report.				16	16	24	4	2									8		70			\$12,874	
16	Review Meeting with City (In person)	2			4		4													10			\$2,522	
17	Final Excess Flow Holding Basin Study and Preliminary Engineering Report.				2	4	8	1	4	1										20			\$3,772	
18	Submit hydraulic modeling to be incorporated into City maintained hydraulic model.				1	2														3			\$533	
Subtotal Hours		0	14	0	65	0	140	114	5	22	5	0	0	0	0	32	32	8	0	437				
Subtotal Dollars		\$0	\$5,023	\$0	\$15,990	\$0	\$20,090	\$23,370	\$794	\$3,383	\$1,461	\$0	\$0	\$0	\$0	\$0	\$5,576	\$3,936	\$779	\$0	\$0	\$0	\$80,401	
Total Task 2																							\$80,401	
Task 3 - Field Survey & Geotechnical Investigation																								
1	Project Research/Prep/Mgmt											8				2				40			\$1,896	
2	Control and Benchmark Survey												20	20						40			\$5,433	
3	Topographic Survey												80	80						160	\$1,500		\$23,230	
4	Utility Coordination/meetings/One calls						16					6	4		6					36			\$6,365	
5	Boundary and Right of Way Survey											30	50	50	10					140			\$21,013	
6	Base Mapping/Topo-Property CAD											4			48					58			\$7,923	
7	Easement Descriptions and Exhibits (6 properties)				2		8					18	9		30					67		\$3,000	\$14,096	
8	Geotechnical Investigations	2			10		20	8					10	10						60		\$29,000	\$40,265	
Subtotal Hours		2	0	0	12	0	44	8	0	0	66	15	164	164	96	0	0	0	0	571				
Subtotal Dollars		\$718	\$0	\$0	\$2,952	\$0	\$0	\$9,020	\$1,271	\$0	\$0	\$13,530	\$2,383	\$23,534	\$21,013	\$12,300	\$0	\$0	\$0	\$0	\$1,500	\$32,000	\$120,220	
Total Task 3																					\$1,500	\$32,000	\$120,220	
Task 4 - Design Phase Services																								
1	60% Plan Set Development				24		60	16								80	160			340	\$200		\$54,566	
2	60% Specifications				8		12	12												32			\$6,335	
3	60% Review Meeting with City (In Person)	4			4		8													16			\$4,059	
4	60% EOPCC	2			4		8													14			\$3,342	
5	Utility Coordination (2 meetings)				4		16													20			\$4,264	
6	MoDOT Coordination				12		24													36			\$7,872	
7	100% Plan Set Development				12		30	8								60	120			230	\$200		\$35,788	
8	100% Specifications				4		6	6												16			\$3,167	
9	100% Review Meeting with City (In Person)		4		4		8													16			\$4,059	
10	Final EOPCC	2			2		8													12			\$2,850	
11	Permitting				6		12		24	8					0	140	280	0	0	50			\$9,963	
Subtotal Hours		4	8	0	84	0	192	42	24	8	0	0	0	0	0	140	280	0	0	782				
Subtotal Dollars		\$1,435	\$2,870	\$0	\$20,664	\$0	\$0	\$39,360	\$6,673	\$3,690	\$2,337	\$0	\$0	\$0	\$0	\$0	\$24,395	\$34,440	\$0	\$0	\$400	\$0	\$136,264	
Total Task 4																							\$136,264	
Task 5 - Bid Phase Services																								
1	Establish bid dates/procedures				2		2													4			\$902	
2	Respond to Inquiries, Issue Addenda (Limited to 2 Addendum)	1			8		16	2								2	8	4		41			\$7,647	
3	Hold Pre-Bid Conference, Prepare Minutes				4		4													10			\$2,214	
4	Attend Bid Opening, Review Bids, Prepare Recommendation of Award	1			6		8													15			\$3,475	
5	Prepare Conformed Contract Documents				8		8													8			\$6,181	
Subtotal Hours		2	0	0	24	0	40	2	0	0	0	0	0	0	0	8	16	2	0	38				
Subtotal Dollars		\$718	\$0	\$0	\$5,904	\$0	\$0	\$8,200	\$318	\$0	\$0	\$0	\$0	\$0	\$0	\$1,743	\$2,952	\$584	\$0	108	\$0	\$0	\$20,418	
Total Task 5																					\$0	\$0	\$20,418	
Task 6 - Additional Services																								
1	Acquire and review FEMA hydraulic model				4															4	\$400		\$1,384	
2	No-Rise Hydraulic Analysis			2	30															32			\$8,149	
3	Floodplain Analysis Technical Memorandum			2	20															22			\$5,689	
Subtotal Hours		0	0	4	54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	58				
Subtotal Dollars		\$0	\$0	\$1,538	\$13,284	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400	\$0	\$15,222	
Total Task 6																							\$15,222	
Total Hours		20	28	28	287	8	144	414	73	46	13	68	15	164	164	96	182	336	30	16	2,164		2,164	
Total Billing Amount		\$7,175	\$10,045	\$10,763	\$70,602	\$1,722	\$20,664	\$84,870	\$11,598	\$7,073	\$3,798	\$13,940	\$2,383	\$23,534	\$21,013	\$12,300	\$31,714	\$41,328	\$2,921	\$1,804	\$2,300	\$32,000	\$417,809	

Estimated Project Fee

\$417,809



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order in the amount of \$134,000 to the Mid-America Regional Council (MARC) for local funding match fees associated with the federal funds awarded to the 23rd Street Mobility & Safety Improvement Project (No. 112601) and the 23rd Street Complete Streets Project (No. 112111). **Item passes 6-0**

Recommendations:

Council approval is recommended.

Background:

On August 5, 2025, staff received notice of federal grants awarded to City projects by MARC totaling \$13.4 million. In 2020, the MARC Board of Directors approved an update to the MARC Transportation Program Local Match Policy and Strategy that increased the project fee that provides a portion of the non-federal funds required to match federal funds that support regional transportation planning and investment program fees. This project fee is 1% of the federal transportation funds awarded through MARC's committee process. The grants awarded and associated fees are broken down as follows:

- 23rd Street Mobility & Safety Improvement Project (No. 112601)
 - \$6 million - Surface Transportation Block Grant (STBG)
 - \$1 million - Community Multiscale Air Quality Model (CMAQ)
 - \$2.9 million - Carbon Reduction Program (CRP)
 - \$1.5 million - Transportation Alternative Program (TAP)
 - 1% City match required - \$114,000

- 23rd Street Complete Streets Project (No. 112111-3) - Speck Rd. to Jackson Dr.
 - \$1 million - Carbon Reduction Program (CRP)
 - \$1 million - Transportation Alternatives Program (TAP)
 - 1% City match required - \$20,000

The City will enter into official grant agreements with the relevant governmental agencies via ordinance at a later date.

This is a budgeted capital expense.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$134,000. Funding for the 23rd Street Mobility & Safety Improvement Project (no. 112601) in the amount of \$114,000 is included in the fiscal year 2025-2026 budget, on page number 192, in account 112601-C-0515701-5406. Funding for the 23rd Street Complete Streets Project (no. 112111) in the amount of \$20,000 is included in the fiscal year 2025-2026 budget, on page number 192, in account 112111-C-0115701-5406.

Council Action:

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

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 23rd St Safety Mobility - MARC Letter Invoice

600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

816-474-4240
816-421-7758 FAX
marcinfo@marc.org
www.marc.org



August 5, 2025

Zach Walker
City Manager
City of Independence, Missouri
111 E Maple Ave.
Independence, MO 64050

Dear Mr. Walker:

Congratulations on your awards of federal transportation funds through the regional planning and investment programs coordinated by the Mid-America Regional Council. We look forward to working with you to implement the following projects awarded in 2024:

Project Name	Source	Amount
23rd Street Mobility & Safety Improvement Project	STBG-Missouri	\$6,000,000
	CMAQ-Missouri	\$1,000,000
	CRP-Missouri	\$2,900,000
	TA-Missouri	\$1,500,000
23rd Street (M-78) Sidewalks Speck Rd. to Jackson Dr.	CRP-Missouri	\$1,000,000
	TA-Missouri	\$1,000,000
Total Funding		\$13,400,000

As you know, in 2020 the MARC Board of Directors approved an update to the MARC Transportation Program Local Match Policy and Strategy that increased the project fee that provides a portion of the non-federal funds required to match federal funds that support regional transportation planning and investment programs. This project fee is 1.0% of the federal transportation funds awarded through MARC's committee process. Applying this fee to the project above results in an amount of \$134,000 that will be due to MARC in 2025, as reflected in the attached invoice. Your prompt attention to and payment of this invoice would be greatly appreciated.

If you have any questions regarding this letter and invoice, please contact me at rona@marc.org at (816) 701-8327.

Thank you for your continued support of the region's transportation planning efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "RA", followed by a horizontal line.

Ronald B. Achelpohl, PE
Director of Transportation & Environment

Cc: Alex Lopez

Attachment

Chair
Janeé Hanzlick
Commissioner
Johnson County,
Kansas

1st Vice Chair
Beto Lopez
Mayor Pro Tem
Lee's Summit,
Missouri

2nd Vice Chair
Damlén Boley
Mayor
Smithville,
Missouri

Treasurer
Holly Grummert
Councilmember
Overland Park,
Kansas

Secretary
Dr. Bridget McCandless
Councilmember
Independence,
Missouri

Executive Director
David A. Warm



Remit To:
600 Broadway Suite 200
Kansas City, MO 64105-1659
Phone: (816) 474-4240
Fax: (816) 421-7758

Invoice	D-I-0005749
Date	7/23/2025
Grant No.	12500
Page	1

Bill To:

City of Independence

111 East Maple
Independence MO 64050

Return one copy with payment.

Purchase Order No.	Customer ID	MARC Contact	Payment Terms	Master No.
	INDEPLOCALDUES		Due on Receipt	25,113
Item Number	Description	Ext. Price		
12500	Transportation Project Fees	\$134,000.00		
		Subtotal	\$134,000.00	
		Misc	\$0.00	
		Total	\$134,000.00	

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-786 A resolution appointing a member to the Board of Directors of the Independence Events Center Community Improvement District. **Approved Res. No. 7165**

Recommendations:

Staff recommends approval of this resolution.

Background:

The Independence Events Center Community Improvement District (the District) was established on December 20, 2007 under the Missouri Community Improvement District Act, sections 67.1401 to 67.1571 of the Revised Statutes of Missouri. The District was created to levy taxes for the purpose of funding public improvements and services within the District.

The District was established to be governed by a five-member board, of which three are City employees appointed by the City Council. All renewal terms are four years.

The resolution appoints Charlie Dissell, Assistant City Manager to fill an unexpired vacant term ending December 19, 2027.

Emergency Justification:**Fiscal Impact:**

No fiscal impact.

Council Action:

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

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Word Resolution appointing Dissell 9-2025
2. PDF Resolution appointing Dissell 9-2025

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING A MEMBER TO THE BOARD OF DIRECTORS OF
THE INDEPENDENCE EVENTS CENTER COMMUNITY IMPROVEMENT
DISTRICT.

WHEREAS, the Independence Events Center Community Improvement District (the
“District”) was formed by Ordinance No. 16905 of the City Council of the City of Independence,
Missouri (the “City”); and

WHEREAS, Board members of the District are to be appointed by the Mayor, subject to
the consent of the City Council; and,

WHEREAS, the Mayor and City Council desire to make an appointment to the Board of
Directors as set forth herein to fill an unexpired term;

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

SECTION 1. The following appointment to the Board of Directors is hereby made by the
Mayor, with the consent of the City Council:

Charlie Dissell, City of Independence Assistant City Manager, is appointed for a term
ending December 19, 2027.

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. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING A MEMBER TO THE BOARD OF DIRECTORS OF
THE INDEPENDENCE EVENTS CENTER COMMUNITY IMPROVEMENT
DISTRICT.

WHEREAS, the Independence Events Center Community Improvement District (the
“District”) was formed by Ordinance No. 16905 of the City Council of the City of Independence,
Missouri (the “City”); and

WHEREAS, Board members of the District are to be appointed by the Mayor, subject to
the consent of the City Council; and,

WHEREAS, the Mayor and City Council desire to make an appointment to the Board of
Directors as set forth herein to fill an unexpired term;

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

SECTION 1. The following appointment to the Board of Directors is hereby made by the
Mayor, with the consent of the City Council:

Charlie Dissell, City of Independence Assistant City Manager, is appointed for a term
ending December 19, 2027.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-787 A resolution appointing Alan Voss to the Independence Arts Council **Approved Res. No. 7166**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Council and Board /
---------------------------------	---------------------

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. A Voss Res Arts Council 2025

BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION APPOINTING ALAN VOSS TO THE INDEPENDENCE ARTS COUNCIL

WHEREAS, on October 2nd, 2023, the Independence City Council adopted Resolution 6962 establishing the Independence Arts Council; and,

WHEREAS, among the responsibilities of this committee is the administration of the City's 1% for the Arts program as authorized by the City Council; and,

WHEREAS, the City Council deems it necessary to activate this committee and ensure that the 1% for the Arts program is effectively managed;

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

SECTION 1. That the following individual is hereby appointed to serve as a member of the Independence Arts Council:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Alan Voss	1710 S. Northern Blvd.	10/24/2026

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-788 A resolution appointing Joseph Keary to the Independence Advisory Board of Health **Approved Res. No. 7167**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. J Keary Res 2025 BOH

BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION APPOINTING JOSEPH KEARY TO THE INDEPENDENCE ADVISORY
BOARD OF HEALTH OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did, pursuant to Ordinance No. 1585, passed on the 11th day of September, 1967, create the Independence Advisory Board of Health of the City of Independence, Missouri; and,

WHEREAS, a restructuring of the board was approved by Council on November 16, 2009, by Ordinance No. 17448 and on December 6, 2021, by Ordinance No. 19279; and,

WHEREAS, two terms have expired, creating two vacancies; and,

WHEREAS, the City Council deems it advisable to reappoint Lori Halsey and Jason White to the Independence Advisory Board of Health in Independence, Missouri, because of their qualities of leadership, temperance and judgment; and,

WHEREAS, said individual(s) is duly qualified to serve according to the Charter and ordinances of this City;

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following person(s) to the Independence Advisory Board of Health of the City of Independence, Missouri, to serve without compensation for the indicated term or until duly succeeded by another person, property qualified and appointed:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Joseph Keary	816 NE Carousel Ln, Lee's Summit	11/06/2028

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-789 A resolution reappointing Darla Eames and Tim O'Neill to the Tree
Commission **Approved Res. No. 7168**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. D Eames T O'Neill Reappt 2025 Tree Comm

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING DARLA EAMES AND TIM O'NEILL AS MEMBERS OF
THE TREE COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 14144 passed on the 1ST day of March, 1999, create the Tree Commission with and for the City of Independence, Missouri, by enacting Section 13.02.011 of the "Code of the City of Independence, Missouri", and,

WHEREAS, David Campbell was a member of the Tree Commission and his term has expired, and

WHEREAS, the City Council deems it advisable to reappoint David Campbell to said Tree Commission because of their qualities of leadership, temperance, judgment, and interest in fostering good personnel administration for employees of the City of Independence; and,

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

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) to the Tree Commission, to serve without compensation for the indicated term or until duly succeeded by another person properly reappointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Darla Eames	16009 E. 30th St.	August 1, 2028
Tim O'Neill	1450 W. Lexington	August 1, 2028

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-790 A resolution reappointing Trevor Tilton and Sean Fite to the Independence Square
Advisory Board **Approved Res. No. 7169**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Tilton and Fite Reappt Resolution 2025

Independence Square Advisory Board
Reappt. T. Tilton & S. Fite
9/15/25 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING TREVOR TILTON AND SEAN FITE TO THE INDEPENDENCE
SQUARE ADVISORY BOARD OF THE CITY OF INDEPENDENCE, MISSOURI.

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 7755, passed on the 3rd day of October, 1983, created the Independence Square Advisory Board of the City of Independence, Missouri; and,

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to ordinance No. 10024, passed on the 9th day of November, 1987, amended the interior boundary lines for membership on the Independence Square Advisory Board; and,

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance 18924, passed on the 20th day of August, 2018, remove the internal boundary areas for membership on the Independence Square Advisory Board; and,

WHEREAS, due to the expiration of terms, two vacancies have been created; and,

WHEREAS, the City Council deems it necessary and advisable to reappoint Trevor Tilton and Sean Fite, both owning property or business within the boundary of the Independence Square Benefit District in Independence, Missouri, and because of their qualities of leadership, temperance, and judgment; and,

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

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following person(s) to be members of the Independence Square Advisory Board of Independence, Missouri, to serve without compensation for the indicated term or until duly succeeded by another person properly qualified and appointed:

Name	Address	Term Expiration
Trevor Tilton	800 W. Maple Ave.	10/4/2028
Sean Fite	101 S. Main	10/4/2028

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-791 A resolution appointing Erin Boatright to the Personnel Board **Approved Res. No. 7170**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. E Boatright Res Personnel Board

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING ERIN BOATRIGHT AS A MEMBER OF THE PERSONNEL
BOARD OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 427 passed on the 17th day of September, 1963, as amended (Section 1.15.001 of the City Code), and the City Charter, article 3, Section 3.27, create the Personnel Board of the City of Independence, Missouri; and

WHEREAS, due to a resignation, a position has become available on this board; and

WHEREAS, the City Council deems it advisable to appoint Krystel Lugenbeel to said Personnel Board because of their qualities of leadership, temperance, judgment, and interest in fostering good personnel administration for employees of the City of Independence; and,

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

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

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

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Erin Boatright	18816 E. 25 th St S	July 1, 2028

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-792 A resolution appointing Patric Koon to the Japanese Sister City Committee **Approved**
Res. No. 7171

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Council and Board /
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REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. P Koon Res JSCC (1)

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING PATRIC KOON AS A MEMBER OF THE JAPANESE
SISTER CITY COMMITTEE OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council, by the passage of Resolution No. 1239 on January 16, 1978, did establish a Japanese Sister City Committee to work for a lasting relationship, to build a mutual friendship and understanding, and thereby enhance the cause of international peace under the Sister City International Program with specific contact with the City of Higashimurayama, Japan; and,

WHEREAS, a resignation has created a vacancy; and,

WHEREAS, the City Council deems it necessary and advisable to appoint Patric Koon to said Committee because of their qualities of leadership, temperance, judgment, and interest in said Committee; and,

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

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

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

Name

Term Expires

Patric Koon

5/1/2028

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to the Historic Square District. ***Full Public Hearing.***

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. 7-29-25 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, July 29, 2025, and by the Independence **City Council** at 6 p.m., Monday, September 15, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-100-16 – Rezoning – 2310 S. Harvard – A request to rezone the property from R-12 (Two Family Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

Case 25-125-03 – Rezoning/PUD – 1316 S. Osage Street – A request to rezone the property at 1316 S. Osage Street from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approve a Preliminary Development Plan.

Case 25-200-08 – Special Use Permit – 3417 S. Denton – A request for a Special Use Permit to operate a Bed & Breakfast.

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

Case 25-175-03 – UDO Amendment #74 – Historic Square District – A request to amend the Unified Development Ordinance pertaining to the Historic Square District.

The Planning Commission and City Council will conduct a full public hearing on this case.

Witness my hand this 8th day of July, 2025.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Jul 12, 2025

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-078 **2R** An ordinance repealing Section 14-901 “HSQ District” and adding a new Section 14-901 “HSQ District” of the Unified Development Ordinance. **2R Item passes 6-0 Ord No. 19724**

Recommendations:

Commissioner O'Neill made a motion to recommend **APPROVAL** of this item.

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

Commissioner Nesbitt – No

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Absent

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed 5-1 and such this item is forwarded to the City Council for its consideration.

Background:**PROJECT DESCRIPTION:**

The City proposes Amendment #74 to the Unified Development Ordinance (UDO) to amend the existing Historic Square District regulations.

BACKGROUND & HISTORY:

In December 2024, the City Council passed Resolution #24-795 adopting the Reshaping the Square Redevelopment Plan. The redevelopment planning process is a result of recommendations from multiple planning efforts including the Downtown Redevelopment Coordination Committee Report (2018); Imagine Independence: Comprehensive Plan (2018); Downtown Streetscape Action Plan (2020); and Truman Connected Plan (2020). The City determined a need to redevelop downtown Independence, which has been the City's commercial center since the City was founded in 1827.

The Plan culminated into a detailed vision and implementation to encourage consistent and sustainable future development within the Square District. Participation and input were gathered through a community and stakeholder driven process. This plan serves those interests and the overall future of downtown Independence and the Square District.

One of the implementation steps recommended in the Plan is the need to establish a Downtown District that creates a set of development and redevelopment standards designed to closely align with the objectives outlined in this Plan. This district will create a set of

development standards designed to closely align with the objectives outlined in the Redevelopment Plan. By establishing clear guidelines, the district will ensure that new projects contribute to the overall vision for the area, promoting cohesive and sustainable growth. The district should foster a streamlined development review process that encourages reinvestment, rehabilitation, redevelopment, and development of vacant sites.

The existing HSQ District was included in the UDO when it was adopted in 2009; this district was based on the 2005 Independence Square Revitalization Plan which had a focus more on facade upgrades, repurposing, or infill on empty lots with the intent of strengthening its historical architecture influence and style. Unfortunately, this District was never implemented and has become out of date with current market conditions and the recently adopted Reshaping the Square Redevelopment Plan.

Proposed HSQ District

The HSQ District is intended to be applied to the Independence Square generally between Pleasant Street to the west, Walnut Street to the south, Truman Road to the North and the railroad tracks to the East of Noland Road. The purpose of the District is intended to preserve and enhance the unique character of the City's historic square area. It aims to create a vibrant, artistic, safe, and bustling downtown filled with new residents, thriving eateries, and entertainment where friends and family can enjoy their surroundings. This district is an active center of living and commerce, showcasing the history and architecture unique to Independence.

The District establishes subdistricts to identify distinct place types as well as regulating land uses within the Square area. The subdistricts are:

1. Historic Square. This subdistrict is intended to preserve and reinforce the traditional pattern of development within and directly adjacent to the downtown square. This district emphasizes active first-floor commercial activities.
2. Downtown Transition. This subdistrict is intended to enable a variety of commercial, mixed-use, and residential uses in a compact, walkable setting. The design standards within this district are more flexible to accommodate a broader range of uses, including adaptive reuse.
3. Downtown Neighborhood. This subdistrict provides an opportunity to allow a range of compact, "middle" housing types such as townhomes, walkups, and compact single-family homes to support access to the goods and services offered by adjacent areas. This subdistrict is residential in nature and reinforces the walkability of the area.

The HSQ outlines development standards for residential, non-residential and mixed-use developments. The residential development standards promote housing variety in the Downton Neighborhood subdistrict, establishes standards based on building type (e.g., detached house, townhome, multi-unit house, etc.), regulates height, lot size, and setbacks and provides standards for ADUs.

The HSQ district outlines development framework that establishes design standards based on specific block frontages with the purpose of preserving the historical design patterns of the Square. In doing so, the Downtown Transition areas have flexibility while promoting walkability and urban design. The HSQ outlines building height and setback requirements, building massing and façade composition and allowed architectural materials. Some key elements addressed include alleyway access and activation, building transparency (i.e., windows), building entrance design, signage and landscaping. The HSQ seeks to promote active outdoor spaces along the streetscape and activate alleyways as usable spaces.

This amendment is a key step in the implementation of Reshaping the Square master plan and creates a set of redevelopment standards designed to closely align with the objectives outlined in this Plan.

Draft Planning Commission Meeting minutes are attached.

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. Ordinance HSQ District UDO Amendment #74 FINAL PDF
2. Ordinance HSQ District UDO Amendment #74 FINAL Word
3. Planning Commission Meeting Minutes 07-29-25
4. Ord. No. 19724

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 14-901 “HSQ DISTRICT” AND ADDING A NEW SECTION 14-901 “HSQ DISTRICT” OF THE UNIFIED DEVELOPMENT ORDINANCE.

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

WHEREAS, after its adoption, clarification was needed to address this requirement and it was decided to revise this item; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on July 29, 2025, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 5-1; and,

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

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

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

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

SECTION 1. That Section 14-901, “HSQ District” of the Unified Development Ordinance is hereby repealed in its entirety as of the effective date of this ordinance.

SECTION 2. That a new Section 14-901, “HSQ District”, attached hereto and made part of hereof is hereby added to the Unified Development Ordinance, to read as follows:

14-901 HSQ, HISTORIC DOWNTOWN SQUARE DISTRICT

14-901-01 Intent & Applicability

14-901-01-A. Intent. The Historic Downtown Square district (“HSQ”) is a special-purpose zoning classification intended to preserve and enhance the unique character of the City's historic square area. It aims to create a vibrant, artistic, safe, and bustling downtown filled with new residents, thriving eateries, and entertainment where friends and family can enjoy their surroundings. This district is an active center of living and commerce, showcasing the history and architecture unique to Independence.

14-901-01-B. Application. The HSQ district establishes standards that vary from the underlying base zoning. If the provisions of the district are inconsistent with Chapter 14 of Independence’s Code of Ordinances, the provisions of this district apply. If the provisions of the district are inconsistent with a Historic overlay district (“HD”), the provisions of the historic overlay district apply. Existing Planned Unit Development (“PUD”) districts are exempt from the HSQ overlay district standards. However, new PUD districts shall comply with the HSQ district.

- a) *Façade Changes.* Compliance with this article applies to façade changes to existing buildings.
- b) *New Development.* Compliance with this article applies to all new buildings constructed within this district.
- c) *Enlargements and Expansions.* Full compliance with this article applies only to the exterior enlargement or expansion area.
- d) *Change of Use or Occupancy.* Compliance with use standards applies whenever the use or occupancy of a property changes.
- e) *Signs.* Compliance with the sign standards in the HSQ district and any standards of Article 14-504 that are not inconsistent with this Section apply when a sign permit is required.

14-901-01-C. Approvals. The Director will process applications for façade changes, new development, enlargements, expansions, change of use or occupancy, and signs that conform fully with the standards in this Section through the procedures of Sections 14-705 and 14-708 of the Unified Development Ordinance. However, applications that require additional reviews and approvals (including Planning Unit Development, Historic Overlay District review, variances, and special use permits) must comply with the procedures set forth in Article 7.

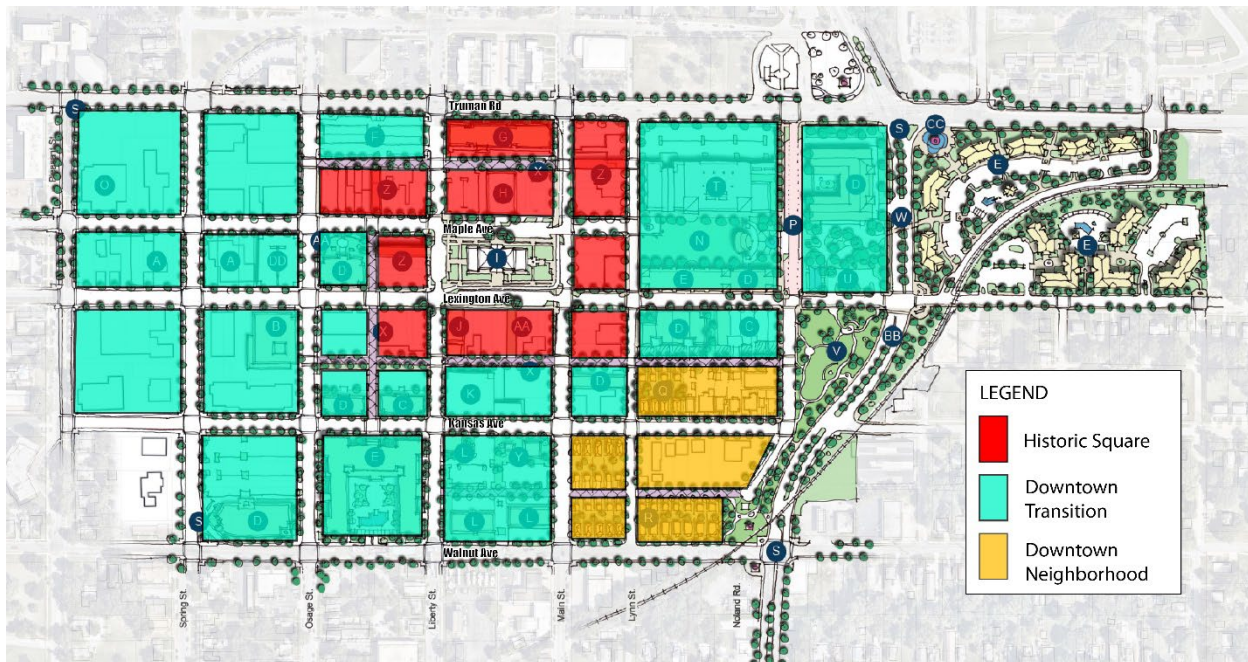
14-901-01-D. Exemptions. The Director may approve of deviations and exemptions from the standards of this district provided alternative compliance meets the intent of the HSQ District.

14-901-02 Allowed Uses

14-901-02-A. Use Table. The column of Table 901-1 lists the groups, categories and types allowed and are further defined in Article 14-200. Uses are allowed in the HSQ district in accordance with Table 901-1, below.

14-901-02-B. Sub-District Descriptions. Map 901-1 delineates the district boundaries of the Historic Square District and is considered to be part of the official Zoning Map.

- a) *Historic Square.* This sub-district is intended to preserve and reinforce the traditional pattern of development within and directly adjacent to the downtown square. This district emphasizes active first-floor commercial activities.
- b) *Downtown Transition.* This sub-district is intended to enable a variety of commercial, mixed-use, and residential uses in a compact, walkable setting. The design standards within this district are more flexible to accommodate a broader range of uses, including for adaptive reuse.
- c) *Downtown Neighborhood.* This sub-district provides an opportunity to allow a range of compact, “middle” housing types such as townhomes, walkups, and compact single-family homes to support access to the goods and services offered by adjacent areas. This sub-district is residential in nature and reinforces the walkability of the area.



Map 901-1. Allowed Uses: Subdistrict Map

14-901-02-C. Permitted Uses. Uses identified with a "P" are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance. Principal uses must be within structures that meet the definition of a "building", and may not be permitted within mobile homes, camper trailers, or portable facilities on skids,

wheels, or other moveable devices.

14-901-02-D. Permitted Uses with Minimum Use Standards. Uses identified with a "C" are permitted as-of-right, subject to compliance with the use standards referenced in the right column of Table 901-1, and all other applicable standards of this development ordinance.

14-901-02-E. Special Uses. Uses identified with an "S" may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-901-02-F. Prohibited Uses. Uses not listed and those identified with a "—" in are expressly prohibited.

14-901-02-G. Supplemental Standards. The "Supplemental Standards" column of Table 901-1 identifies use-specific standards that apply to some uses. Compliance with those standards is required.

TABLE 901-1: USE DISTRICTS & ALLOWANCES

Use Sub-Districts				
	Historic Square	Downtown Transition	Downtown Neighborhood	Supplemental Standards
RESIDENTIAL				
Household Living				
Detached House – Small Lot			P	14-901-04 Residential Development Standards
Townhome		S	P	
Two-Unit House		S	P	
Multi-Unit House		S	P	
Apartments – Small Walkup (12 units or less)	S	P	P	14-901-03 Mixed-Use & Nonresidential Development Standards
Apartments – Greater than 12 units	S	P		
Mixed-Use Building	P	P		
Group Living*	C/S	C/S	C/S	
* Excludes Residential Group homes as defined by Sec. 14-200-02-A, par. 2, which are allowed as detached houses.				
PUBLIC/CIVIC				
Library/Cultural Exhibit	P	P	P	
Basic Utilities	P	P	P	
Colleges	P	P		
Community Service	C/S	C/S	C/S	
Daycare	P	P	C/S	
Medical Centers	P	P	—	
Parks and Open Areas	P	P	P	
Religious Institutions	P	P	P	
Schools	P	P	P	
COMMERCIAL				

TABLE 901-1: USE DISTRICTS & ALLOWANCES

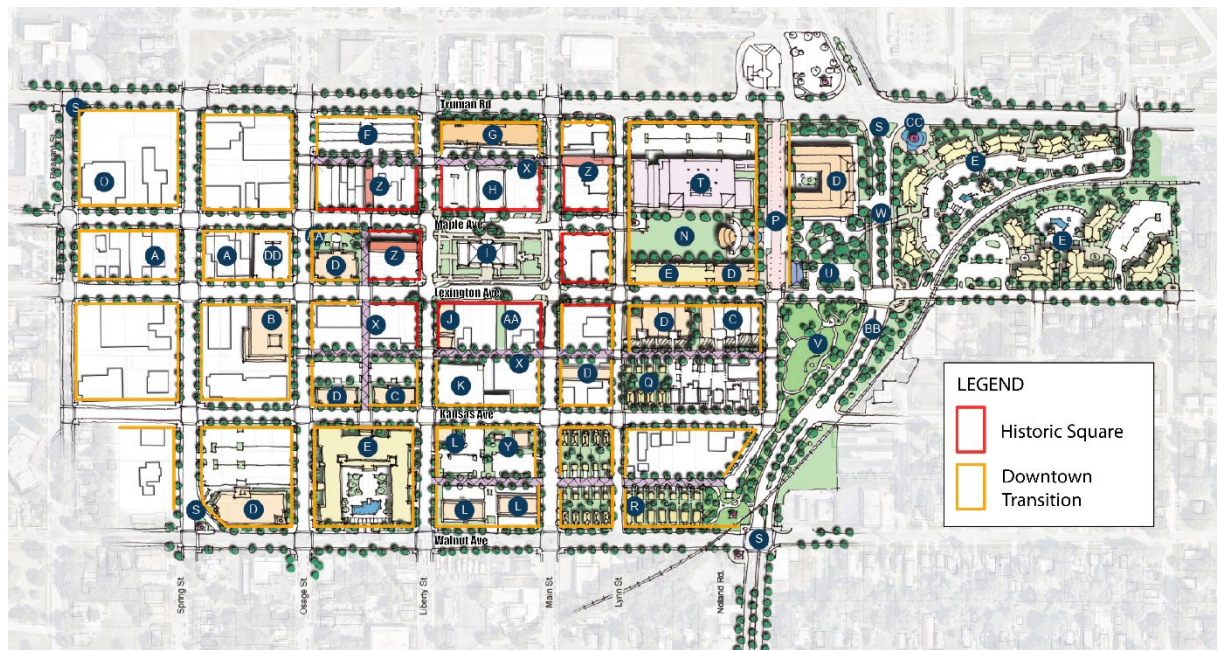
		Use Sub-Districts			Supplemental Standards
		Historic Square	Downtown Transition	Downtown Neighborhood	
Adult Business		—	—	—	
Animal Service			P		
Sales and grooming		P	P	—	
Veterinary		P	P	—	
Other		—	—	—	
Commercial Recreation	Outdoor	C/S	P	—	
Commercial Parking, Non Accessory		—	S	—	
Commercial Parking, Accessory		—	P	—	
Eating and Drinking Establishments		P	P	—	
Tavern or nightclub		P	S	—	Maximum gross floor area: 5,000 sq. ft.
All other eating/drinking establishments		P	P	—	
Drive-in and drive-through facilities		—	S	—	
Entertainment and Spectator Sports				—	
Indoor small venue (1—149 capacity)		P	P	—	
Indoor medium venue (150—499 capacity)		P	S	—	
Indoor large venue (500+ capacity)		S	S	—	
Outdoor (all sizes)		S	S	—	
Financial Service				—	
Pawn shop		—	—	—	
Short-term loan service		—	—	—	
All other financial services		P	P	—	
Food and Beverage Retail Sales		P	S	—	
Lodging				—	
Bed and Breakfast		P	P	—	
Hotel/motel		P	S	—	
Short Term Rentals		P	P	P	14-424 - Short-Term Rental
Medical Service		P	P	—	
Office		P	P	—	
Personal Improvement Service		P	P	—	

TABLE 901-1: USE DISTRICTS & ALLOWANCES

	Use Sub-Districts			Supplemental Standards
	Historic Square	Downtown Transition	Downtown Neighborhood	
Quick Vehicle Servicing	—	—	—	
Repair or Laundry Service	P	P	—	
Retail Sales and Service	P	P	—	<i>Retail uses may not occupy more than 15,000 square feet of gross floor area on any single floor, unless it is a grocery store or otherwise permitted by the Director.</i>
Sports and Recreation, Participant			—	
Indoor	P	P	—	
Outdoor	—	S	—	
Mini-storage Facilities	—	—	—	
Vehicle Repair	—	—	—	
Mobile Food Vending	C/S	C/S	—	Sec. 5.01.027
INDUSTRIAL				
Manufacturing, Production and Industrial Service				
Artisan	P	P	—	
Limited	—	C/S	—	
General	—	—	—	
Outdoor Storage of goods or materials	—	—	—	
Vehicle Sales and Services	—	—	—	
OTHER				
Wireless Communication Facility	S/C	C/S	C/S	Section 14-410
Outdoor Storage of goods or materials	—	—	—	
Agriculture	—	—	—	
Aviation and Surface Passenger Terminals	—	—	—	
Detention Facilities	—	—	—	
Mining	—	—	—	
Rail Lines and Utility Corridors	C/S	C/S	—	

14-901-03 Mixed-Use & Nonresidential Development Standards

14-901-03-A. Development Standards – Generally. The development standards of this section apply to all development within the HSQ district, except for residential buildings of 12 units or less. Residential buildings of 12 units or less shall comply with Section 14-901-04. The lot and building standards are determined based upon the property’s proximity to the historic square. Properties that abut the Historic Square frontage area must comply with the associated standards set forth in Table 901-2 below.



Map 901-2. Frontage Areas Map

TABLE 901-2: MIXED-USE & NONRESIDENTIAL DEVELOPMENT STANDARDS

	Frontage Types	
	Historic Square	Downtown Transition
Lot Size [1]		
Lot Size (maximum)	1 acre	3 acres
Height (maximum) [2] [6]		
	4 stories*	6 stories
<i>*Residential Mixed Use and Hotels may have a height bonus of an additional two stories, with a maximum height of 6 stories.</i>		
Frontage & Setbacks [3]		
Building Frontage (minimum)	65%	50%
Front Lot Line (minimum and maximum)	0 – 5 ft	0 – 20 ft
Exterior/Street Setback (maximum)	10 ft	20 ft
Interior Side Setback (maximum) [4]	5 ft	10 ft
Street Side Setback (maximum)	10 ft	20 ft
Rear Yard Setback (minimum)	0 ft	10 ft
Rear Yard Setback (abutting alley) (minimum)	0 ft	5 ft
Rear Yard Setback (abutting residential) (minimum)	15 ft	15 ft

TABLE 901-2: MIXED-USE & NONRESIDENTIAL DEVELOPMENT STANDARDS

Massing & Façade Composition Standards		
First Floor Transparency	60% - 90%	40% - 65%
Upper Floor Transparency	15 – 45%	15 – 45%
Wall Plane Limits (maximum)	80 linear feet; and 500 s.f.	100 linear feet; and 1,000 s.f.
Maximum Spacing of Entrances [5]	1 per 50 ft	1 per 75 ft

Notes: “Ft” = feet, “s.f.” = square feet

[1] If a lot touches the Historic Square Frontage on any side, the Lot Dimension standards of that frontage type must be followed.

[2] If a lot touches the Historic Square Frontage on any side, the height limitations of the Historic Square Frontage apply within a setback of 50 feet. For the purposes of this ordinance, height shall be measured from the highest elevation curb of the abutting street adjacent to the subject property

[3] Minimum Building Frontage, Front and Side Yard Setbacks may be expanded to accommodate usable open space according to 14-901-05-C. Usable Open Spaces.

[4] Non-street setbacks shall be as specified by the building code for each building class.

[5] For corner buildings, any entrance feature located on the corner may count for the first-entry requirement for both sides. The second required entry feature may be located 75 feet from a corner entrance on the Historic Square Frontage.

[6] For the purposes of this section, building stories shall be measured as the part of the building between the surface of one floor and the surface of the floor above, or if there is no floor above, that part of the building which is above the surface of a floor and the ceiling next above. Residential building stories shall be 9 to 14 feet in height, and nonresidential building stories shall be 12 to 20 feet in height. The space under a sloping roof that has a line of intersection of the roof and wall face not more than 2 feet above the floor level and in which the possible floor area with head room of 5 feet or less is at least 40% of the total floor area of the story directly beneath.

14-901-03-B. Frontage & Setback Exceptions & Adjustments. The following exceptions apply to all development within the HSQ district:

- a) *All Projections.* Any projections over public rights of way or any similar area designed for pedestrian circulation, such as bay windows, balconies, canopies, chimneys, eaves, cornices, open fire escapes, egress wells, or other non-foundational overhangs, may extend up to 4 feet from the foundation and encroach into the setback, but no closer than 3 feet from any lot line. Projections shall be at least 8 feet above the grade, and in no case within 5 feet of any curb for a street, access drive, or other area designed for vehicles. All projections shall receive approval from the appropriate entity prior to installation.
- b) *Utility Equipment.* Ground-mounted mechanical equipment, meters, and utility boxes accessory to the building may be in the side or rear setback provided that it extends no more than 6 feet from the principal building, no closer than three feet to the lot line, and is screened from public right-of-way by structures or landscape. These limitations do not apply to any utility structures, otherwise authorized to be in easements or rights-of-way, subject to the design standards of those specific authorizations.

- c) *Entrances.* Entrances such as porticos, stoops, or unenclosed porches may extend up to 6 feet into the required front setback. Entrances shall not encroach on any easement; encroachments must ensure a minimum of 5 feet of passable sidewalk width.
- d) *Usable Open Space Frontage.* Usable open space along the lot frontage, including patios, courtyards, outdoor recreational areas, and outdoor entertainment venues, shall conform to the site design standards in Section 14-901-05-C.

14-901-03-C. Height Exceptions & Adjustments. The following are exceptions to the height limits in Table 901-2:

- a) Building elements integral to the design and construction of the building, such as parapet walls and false mansards, may extend up to 6 feet above the roof deck of a flat roof.
- b) Architectural features such as chimneys, ornamental towers or spires, and similar accessory features that are cumulatively less than 20 percent of the building footprint must match the building height.
- c) Functional and mechanical equipment such as elevator bulkheads, cooling towers, smokestacks, roof vents or other equipment may be built up to their necessary height in accordance with building codes, provided they are screened according to the standards of this section.
- d) Accessory site structures (such as flag poles, monuments, or water towers) may have a height limit of 50 feet but shall be setback at least 1/3 its height from the property line.

14-901-03-D. Ground-Floor Transparency. Buildings shall have the percentage of openings specified in Table 901-2 based on the following:

- a) The transparent façade must be comprised of windows between 2 and 10 feet above the sidewalk or transparent doors that allow clear views of indoor space or product display area.
- b) The bottom of any window or product display window used to satisfy these transparency requirements may not be more than 2 feet above the adjacent sidewalk.
- c) Transparent facades must be comprised of clear, non-reflective windows.
- d) Display windows that do not provide views into the interior of the building may be counted towards satisfying up to 50 percent of the minimum transparency requirements, if they are internally illuminated and are



at least 2 feet in depth.

- e) On corner lots, the ground-floor transparency requirement applies along the front of the building; any building wall abutting or facing an exterior lot line shall have a minimum transparency of 30 percent.

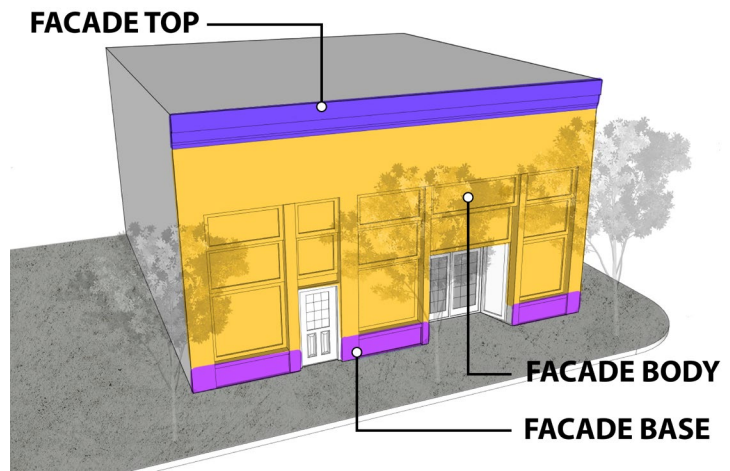
14-901-03-E. Doors and Entrances.

- a) Primary entrances shall provide direct public access from the adjacent rights-of-way. Properties abutting the Historic Square frontage must provide at least one primary entrance on that frontage.
- b) On corner lots, corner entrances are required unless waived by the Director.
- c) Building entrances may include doors to individual shops or businesses, lobby entrances, entrances to pedestrian-oriented plazas or courtyard entrances to a cluster of shops or businesses.
- d) Buildings that abut an alleyway must have at least one secondary entrance per building.
- e) The entrance width may not exceed 12 feet or 5 percent of the building's street-facing facade width. The entrance depth may not exceed the entrance width; and the entrance may not exceed 2 stories in height.
- f) A principal entrance shall be marked by one or a combination of elements:
 - 1. A single-story architectural emphasis such as canopies, porticos, overhangs, or arches.
 - 2. Display windows that frame and emphasize the entry.
 - 3. Architectural details such as tile work or other similar material changes.
 - 4. Integral planters or wing walls associated with a recessed or projecting entry court or plaza that integrates more formal landscape and hardscape designs.

14-901-03-F. Façade Composition & Articulation.

- a) Façades shall be broken into smaller components, establishing a base, body, and top of the building, by one or a combination of the following techniques at intervals specified in Table 901-2:

- 1. Blank walls and wall planes shall be broken up clearly with elements that add architectural interest and variety, such as



projections of at least 1 foot, recesses, offsets, windows, painted features, or blank window openings trimmed with frames, sills or lintels.

- b) **Façade Composition.** Table 901-3 establishes Primary Materials (“PM”), Secondary Materials (“SM”), and Prohibited Materials (“-”). Primary Materials are allowed on all stories of a structure. Secondary Materials may be used as accent on the first story and shall not exceed 30% of the first story façade. Permitted secondary materials may be used on the second story and above of a structure or for the required building elements. In addition to the allowed materials of Table 901-3, the following standards shall apply:
1. When a specific material cannot be readily classified, the Director is authorized to determine the most similar, thus most appropriate, material based the appearance, durability, method of installation, and location of the material. The Director may also reference relevant information provided by the International Building Code.
 2. Preservation or restoration of original facade materials is desired in existing structures. Applied ‘faux’ facades or other not permitted non-original materials are not desired.
 3. Wood and metal may encompass more than 30% of a first-floor façade when used in a clearly articulated first-floor storefront system.
 4. Painting masonry shall be considered on a case-by-case basis. The Director may consider relevant information when making the decision.

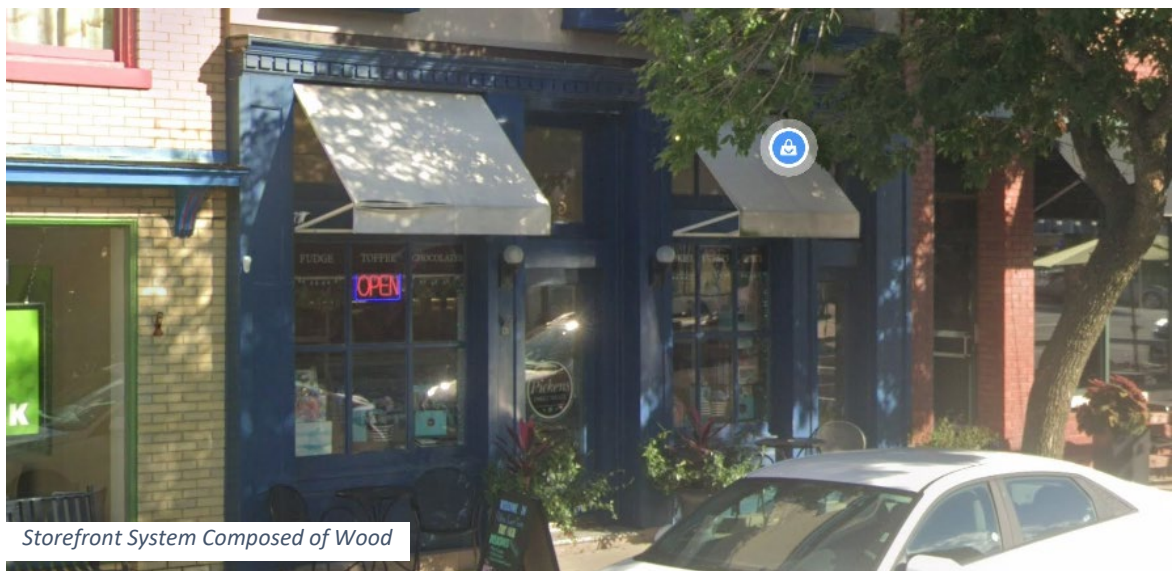


TABLE 901-3: ALLOWED ARCHITECTURAL MATERIALS		
Material	Front and Street Side	Side and Rear
Brick	PM	PM
Stone	PM	PM
Cast Stone	PM	PM
Façade Glass [1]	SM	PM
Terra Cotta	PM	PM
Tile	PM	PM
Concrete	SM	PM
Stucco	SM	PM
Metal	SM	SM
Wood	SM	SM
Fiber Cement	-	SM
Fiberglass Replication	SM	SM
Concrete Masonry Unit	-	SM
Split Faced Block	-	SM
Glass Block	-	SM
EIFS	-	SM

[1] For the purposes of this ordinance, first-floor and upper-floor windows complying with the transparency requirements of Table 901-2 are exempt from the maximum façade coverage area for secondary materials.

14-901-04 Residential Development Standards

14-901-04-A. Residential Buildings. Permitted residential buildings of 12 units or less in the HSQ district must comply with the lot and building standards of Table 901-4, except as otherwise expressly provided. Rules for measuring compliance with the lot and building standards established in Table 901-4 and applicable exceptions to the standards can be found in Article 14-202. The Residential Building Types are defined below:

- a) **Detached House – Small Lot.** A residential building designed for one primary dwelling unit on a lot that is more compact than conventional standards.
- b) **Townhome.** An attached residential unit that is part of a multi-unit building designed to accommodate three to eight dwelling units. Each unit is separated by a common sidewall with a side-by-side configuration, and each has its own private entrance.
- c) **Two-Unit House.** A residential building designed to accommodate two primary dwelling units, with an outward design, scale and appearance similar to a Detached House. Variants of this type are primarily based on context, and how the frontage is designed to be compatible with the neighborhood character. They include side-by-side, up-down, or front-back configurations.
- d) **Multi-Unit House.** A residential building designed to accommodate two to four dwelling units. They include side-by-side, walkup, or front-back configurations.
- e) **Apartments – Small Walkup.** A small scale, multi-unit residential building designed on a small or moderate-sized lot in an urban neighborhood or mixed-use setting composed of 12 units or less per building. The building is accessed by a common lobby entrance at building frontage and arranged to integrate into the block structure of a neighborhood.

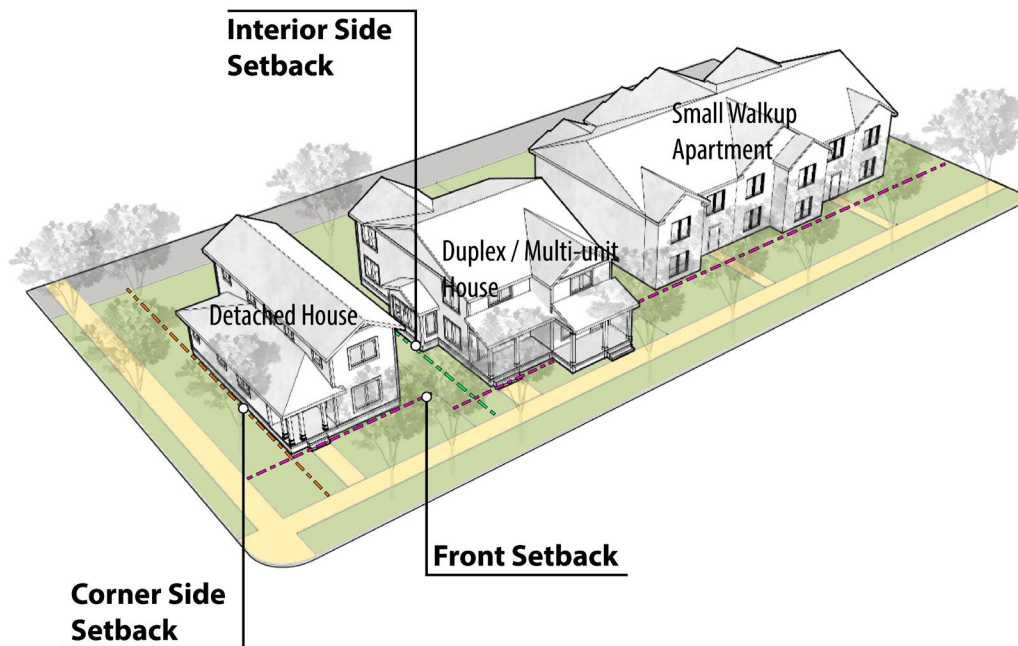
TABLE 901-4: RESIDENTIAL BUILDING STANDARDS

	Detached House – Small Lot	Townhome (up to 8 units per building)	Two-Unit House	Multi-Unit House (2-4 units)	Apartments – Small Walkup
Lot Size					
Lot area (minimum)	2,500s.f.	1.5K s.f. per unit	4K s.f. per building	4K s.f. per building	6K s.f. per building
Lot area (maximum)	5,000s.f.	4K s.f. per unit	8K s.f. per building	12K s.f. per building	14K s.f. per building
Lot width (minimum)	25 ft	20-35 per unit	40 ft	40 ft	50 ft
Maximum Height [2]					
	2.5 stories	2.5 stories	2.5 stories	2.5 stories	3 stories
Setbacks					
Front Lot Line (maximum)	10 ft	30 ft	30 ft	35 ft	35 ft
Interior Setback(minimum)	5 ft	5 ft [1]	7.5 ft	7.5 ft	10 ft
Corner Side (minimum)	15 ft	15 ft	15 ft	15 ft	10 ft

Notes: “Ft” = feet, “s.f.” = square feet

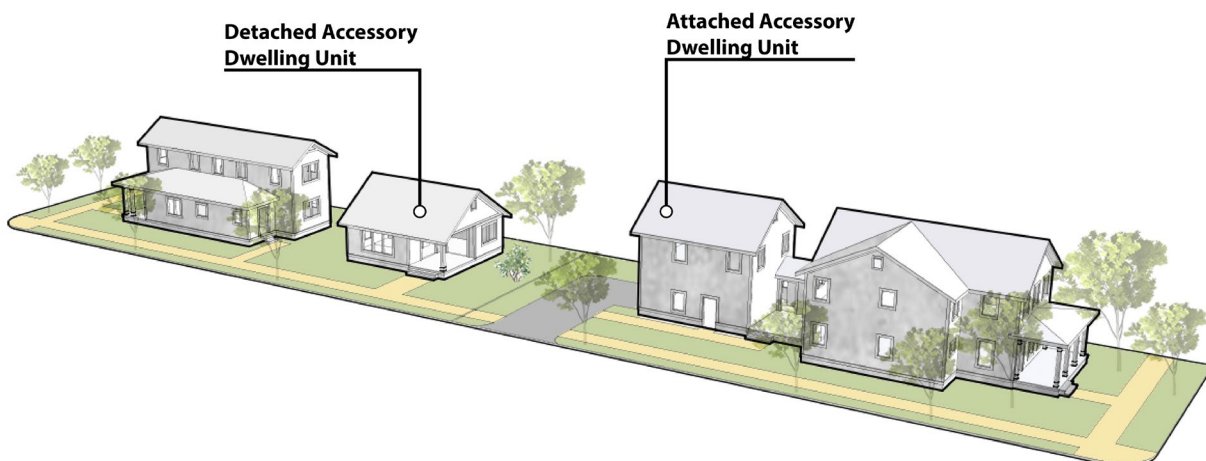
[1] Row houses and side-by-side multi-unit houses (i.e., duplex), may be platted for individual ownership of the unit and lot, with a 0' interior side setback.

[2] For the purposes of this section, building stories shall be measured as the part of the building between the surface of one floor and the surface of the floor above, or if there is no floor above, that part of the building which is above the surface of a floor and the ceiling next above. Residential building stories shall be 9 to 14 feet in height, and nonresidential building stories shall be 12 to 20 feet in height. The space under a sloping roof that has a line of intersection of the roof and wall face not more than 2 feet above the floor level and in which the possible floor area with head room of 5 feet or less is at least 40% of the total floor area of the story directly beneath.



14-901-04-B. Accessory Dwelling Units (“ADU”). Where permitted, secondary dwelling units accessory to the principal residential use are subject to the following standards:

- a) One accessory dwelling unit is allowed per lot.
- b) ADUs shall be located within the principal building (such as an attic or basement apartment), or within an existing detached accessory building.
- c) The accessory dwelling shall not exceed 50% of the living area of the principal dwelling unit, or 1,200 square feet, whichever is less.
- d) Accessory dwelling units must meet all city building codes.
- e) The property owner shall occupy either the principal or accessory dwelling as their permanent residence. A certificate of occupancy shall be issued by the city prior to use as a dwelling unit.
- f) The accessory dwelling shall be clearly subordinate to the principal dwelling through the location of parking, access, building entrances and other design features that accommodate the dwelling. Only one entrance to the ADU may be visible from the front street. For the purpose of this regulation, the front street shall be defined as the street on which the primary structure is addressed. Exterior stairways shall not be constructed on the front of the primary structure.
- g) The design of the ADU shall be consistent with the design of the primary structure and shall maintain the style, appearance and character of the main building, and shall use matching materials, colors, window style, and comparable roof appearance.
- h) No additional parking spaces are required. A maximum of one additional off-street parking space may be provided for the ADU and shall be paved.
- i) The ADU shall comply with all standards for health and life safety codes, building codes, as well as zoning codes as adopted by the City, except as provided in this chapter.
- j) The ADU may be served by the existing primary structure’s sewer and water connections and water meter, provided the services are adequate. The water meter size



shall not be increased for the purpose of serving the ADU. This provision may be waived by the Director if water and sewer connections are determined to be inadequate.

- k) The land on which the ADU is located shall not be subdivided or otherwise segregated in ownership from the primary structure or the land on which the primary structure is located.
- l) Detached ADUs are considered accessory structures and shall comply with the regulations set forth in 14-400 - ACCESSORY USES AND STRUCTURES.

14-901-05 Site Design Standards

14-901-05-A. Vehicle Parking Facilities. Where the construction, expansion, or alteration of parking occurs, the following standards shall apply:

- a) *Understated Parking Required.* Parking facilities shall not directly abut the same street as the primary entrance of principle buildings within the HSQ district. Any off-street parking provided must be located behind, within, or under the building. When the depth of the lot is insufficient to meet these requirements, parking facilities may be located to the side of the building, provided that it does not occupy more than 30 percent of the lot's primary street frontage and is screened according to the standards provided in Section 14-901-06.
- b) *Vehicle Access.* Access drives, when provided, must be taken from alleys or secondary streets, not abutting the Downtown Square frontage where available. Access may come from the primary street if the Director finds that no access alternatives exist. Driveways and access points shall be a minimum of 20 feet in width, or include two access points of at least 10 feet in width, to accommodate two-way vehicle circulation. Alternative access plans may be approved administratively by the Director when topographical or site conditions constraints exist. Alternative access plans must provide equivalent circulation and traffic mitigation as the requirements above and not obstruct pedestrian access or flow along the street frontage.
- c) *Off-Street Parking Minimums.* No off-street parking is required for nonresidential uses less than 4,000s.f. Residential buildings of 12 units or more are required to provide off-street parking at a rate of 0.5 spaces per unit, unless the residential units are located inside a building that fronts on the Historic Square frontage
- d) *Off-Street Parking Maximums.* Where off-street parking is required, no use shall provide more than 150% of the minimum parking ratios provided in Section 14-501-13, unless documented evidence of actual parking demand based on studies of similar



uses in similar contexts is accepted by the Director.

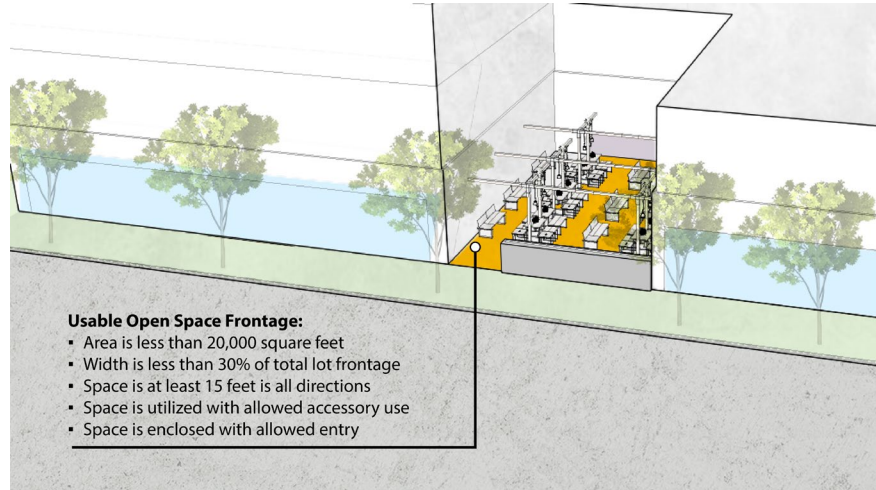
- e) *On-Street Parking Credit.* All on-street parking within 600 feet of any lot frontage shall count towards the parking requirement at a rate of 0.33 space for every one on-street spaces. In situations where on-street parking does not extend more than 100 feet beyond the subject property, on street parking abutting the lot may count towards the parking requirement at a rate of 0.67 spaces for every one space. The street must be paved, with sidewalks that are ADA accessible. An on-street parking space shall not be counted if it is restricted in its use as a designated loading, taxi, or other special use zone or if parking is prohibited for more than five hours in any 24-hour period.
- f) *Public Parking Credit.* Any parcel with boundaries within 1,000 feet of a public parking area may reduce the required vehicle parking at a rate of one space for every two required parking spaces.
- g) *Shared Parking.* Required parking may be reduced for any site containing multiple uses, or for adjacent sites with different uses, to reflect different peak parking periods associated with the uses. Any shared parking arrangement shall require an agreement among all landowners participating in the agreement to ensure access, joint use, maintenance, and other operational issues. The agreement shall be recorded with each participating property. A shared agreement may also be approved based on a joint parking study for the sites and uses demonstrating adequate parking during peak hours for all parties to the agreement.
- h) *Bike Parking.* All on-site bicycle parking may reduce the required vehicle parking at a rate of one space for every four bicycle parking spaces up to a maximum of 15% of the required vehicle parking.

14-901-05-B. Alleys. An alley is a narrow accessway typically provided at the rear of residential lots and commercial areas, providing necessary vehicular access to garages or other parking areas. Alleys also support service accommodations, such as utilities, drainage, and trash pick-up. Newly constructed alleys shall be at least 18 feet wide to accommodate slow moving two-way vehicular access and emergency vehicles. Lots abutting alleys may include pedestrian-oriented improvements and modifications to the space, subject to the following standards:

- a) Entrances facing an alley may be designed as storefronts, incorporating the elements pertaining to façade design standards of Table 901-2. Rear setback requirements may be adjusted to accommodate usable open spaces, subject to the standards of 14-901-05-C.
- b) Lights may be installed at a minimum of 14 feet above the pavement and include an accessible shut-off switch for emergencies.
- c) Landscaping elements containing noninvasive plant species are encouraged but shall not encroach into the alley's right-of-way. Plants shall not damage masonry or paving surfaces.
- d) Signs must comply with 14-901-07 Signs.
- e) Movable seating may encroach up to 4 feet into the alleyway during tenant business hours. Seating must be easily movable to maintain vehicular and emergency access, and must not encroach within the right-of-way outside business hours.
- f) Temporary use and closure of public alleys shall require a special event permit by the City of Independence.



14-901-05-C. Usable Open Spaces. Table 901-5 provides minimum required open space standards for new buildings. The setback requirements may be adjusted to accommodate usable open spaces along a streetscape or alleyway, such as patios, courtyards, outdoor recreational areas, and outdoor entertainment venues. Open spaces must follow the following site design standards:



- Open space must directly abut the streetscape or an alley.
- Open space shall not exceed 30% of the total lot frontage.
- Open space shall be at least 15 feet in all directions. Open space shall not exceed 20,000 square feet.
- Open space may be used for dining, gathering, recreation, or similar uses. Open space shall not be used for outdoor storage. Outdoor uses shall be accessory to the principal use.
- Open space may be enclosed with a permanent rail or wall constructed of metal, masonry, or wood, not exceeding 36 inches in height. Enclosed usable open spaces may include an entry along the perimeter to accommodate public access of at least 36 inches wide.
- Open space shall be designed as active social space and shall not be interpreted as vehicular use areas such as parking or loading facilities, landscape areas, or stairways.
- At a minimum, open space shall be designed to include two of the following elements: Movable furniture; Interactive art installation; Planters with seasonal or ornamental plantings; Water element such as a fountain; Shade elements.

TABLE 901-5: REQUIRED OPEN SPACE

Building Size (Footprint)	Required Open Space [1]
Under 5,000 s.f.	No minimum requirement
5,000 – 10,000 s.f.	5% of the building footprint
10,001 – 40,000 s.f.	10% of the building footprint
Over 40,000 s.f.	15% of the building footprint

[1] The requirement for open space in residential and mixed-use buildings with greater than 12 units per building may count up to 50% or of the required space through private spaces only accessible to the unit, such as balconies or interior courtyards. If private balconies are counted, each space must contain at least 4 feet of depth and 8 feet of width.

14-901-06 Streetscape, Landscaping & Screening

14-901-06-A. Sidewalks. Sidewalks are required for all developments and must be constructed in accordance with the Public Works Manual.

- a) Sidewalks are required to be constructed and shall be at least 10 feet wide, and include a clear walking path at least 5 feet wide, a pedestrian buffer zone between the building frontage and the walking path, and a planting zone for street between the walking path and the curb. Part of the sidewalk width may be located on private property. The sidewalk dimension shall be measured from back of curb to building facades or parking lot screening and other landscaping.
- b) When the existing sidewalk width is less than 12 feet, structures shall be allowed no closer than 12 feet from the back of the curb. The required sidewalk width may be reduced by approval of the Director, based on the historic building setback line of existing adjacent building(s) within the Historic Square frontage or a historic district. In no case shall the setback be reduced below 9 feet from the back of the curb unless on-street parking exists between the building and the street.
- c) When the existing sidewalk width is greater than the bare minimum of 12 feet, the sidewalk environment shall be designed to meet functional and aesthetic goals. New development shall not reduce or encroach upon the existing sidewalk width.
- d) A clear distance (unobstructed width) of at least 5 feet is required for all sidewalks along public streets.



14-901-06-A. Street Trees. Street trees are required along all city streets in HSQ district. Larger projects which require modifications to the public sidewalks abutting the parcel boundaries must install street trees when reconstructing the public right-of-way. Where the public sidewalk is reconstructed, the following standards apply:

- a) One tree shall be provided for every 25 to 40 feet street frontage. This requirement is measured and calculated for each individual street frontage, not from an overall street frontage for the development. The Director may approve a master street tree plan that varies from this requirement to allow for driveways, utilities, and intersection visibility requirements.
- b) Larger shade trees with spreading canopies or branches are desirable where possible. Species of street trees within the public rights-of-way shall comply with Section 14-503-17 and Section 13.02.011 of the City Code.
- c) Street trees shall be planted between the curb and the walking path of the sidewalk. When automobile traffic lanes are immediately adjacent to the curb, new street trees must be planted at least 3 feet from the edge of the roadway.
- d) Street trees, tree grates and other landscaping shall be maintained and irrigated by the adjacent property owner. If the adjacent property owner fails to maintain the adjacent street trees and other landscaping, the City may perform the required tree and other landscaping work at the abutting property owner's expense. If overhead power lines are present, street trees shall be limited to a mature height of 25 feet to avoid conflict with utility lines and maintenance crews.
- e) Where tree grates are installed, they shall be ADA compliant and have a similar size and material as tree grates found in adjacent developments.

14-901-06-B. Screening, Fencing & Walls. Uses and development in the HSQ district are subject to other standards including the following:

- a) *Mechanical/Utility Equipment.* Dumpsters shall not be visible from the public right-of-way. Dumpsters and ground level mechanical/utility equipment must be in the rear yard or can be in the side yard if setback 10 feet from street. Access for dumpsters and mechanical/utility equipment may be shared with any access for required parking. Mechanical equipment on roofs must be screened from the ground level of nearby streets and residential areas. Mechanical equipment shall be screened by extended parapet walls or other roof forms that are integrated with the architecture of the building. Cell phone transmission equipment shall be blended in with the design of roofs.
- b) *Fencing & Freestanding Walls.* Fencing and freestanding walls shall be between 36 and 72 inches in height, and shall be fabricated using steel, iron, concrete, stone, or brick. Fences must meet or exceed 80 percent transparency. Barbed-wire, razor wire, metal sheeting, wood picket, stockade, chain link fencing, or similar materials are prohibited fencing materials in the HSQ District. The finished side of the fence or wall shall face the adjacent property or the street.

- c) *Retaining Walls.* Retaining walls shall not exceed 48 inches in height and must be constructed of brick, precast concrete, cast-in-place concrete-textured, stone or cast stone.
- d) *Screening for Unbuilt Frontages.* For any non-building portion of the lot frontage, or where buildings are setback more than 20 feet and the setback does not include Usable Open Space, additional trees shall be planted along the property line at the same interval to fill the void with vertical landscape elements. Any vehicular parking area permitted within 30 feet of the street shall be screened from the street edge with a two and one-half foot to four-foot wall or ornamental fence complementing the materials of the building, a dense landscape hedge, or a combination of both.

14-901-07 Signs

14-901-07-A. Sign Types & Allowances. All signage must receive approval of a sign permit, and shall comply with the following standards:

TABLE 901-6: SIGN TYPES & ALLOWANCES		
Sign Type [1]	Number	Size
Wall Signs	1 sign per tenant with exterior entrance (multi-tenant building) – otherwise 3 signs per façade maximum	35% of façade area maximum
Awning or Canopy	Signs As allowed by Code	30 s.f. maximum
Marquee Signs	1 per tenant space	24 s.f. per face
Projecting Signs	1 per tenant space [2]	30 s.f. maximum
Monument Signs	Prohibited [14-901-07-B]	
<i>[1] All signs located on ground level shall be direct illuminated or backlit using LED lighting (“halo lit”). Signs on the second story and above may be direct illumination, internal illumination or halo lit. Sign lighting shall not exceed 1-foot candle onto the public rights-of-way as measured from the property line.</i>		
<i>[2] Multi-tenant buildings may combine projecting sign allowances into a single, multi-tenant projecting sign not exceeding 30 s.f.</i>		

14-901-07-B. Monument Signs. Monument signs are prohibited, unless on a lot with a minimum of 100 feet of frontage or the site is an official local or national historic landmark or a contributing building within an official local or national historic district. Where permitted, monument signs shall comply with the following standards:

- Monument signs shall not exceed 20 square feet in area and 4 feet in height.
- On interior lots, monument signs shall be set back a minimum of 5 feet from the property line. On corner lots, monument signs shall be set back a minimum of 10 feet from the property line or a distance back as necessary to meet sight triangle restrictions as determined by the city’s traffic engineer.
- The sign must be attached to or incorporated into a freestanding wall or retaining wall.
- When attached to a wall or fence, monument signs shall not project more than 3 inches from the face of the wall or fence.
- Monument signs shall be set upon a solid base of material and constructed of primary materials matching the principal building. The area surrounding the monument sign shall be landscaped.

14-901-07-C. Wall Signs. Wall signs shall be permanently attached to the building and parallel to its surface, and shall comply with the following:

- Wall signs shall be die cut and/or channel letter signs.
- Signs located on the ground level of the building shall be pin-mounted.

- c) Raceway-mounted channel letter signs are allowed on the second story and above.
- d) Raceways shall be painted or designed to match the material on which the sign is affixed.

14-901-07-D. Roof Signs.

- a) Supporting structure for a roof sign must comply with all applicable engineering and code requirements.
- b) Roof signs shall be die cut and/or channel letter signs. Supporting structures must consist of the fewest number of supporting members without embellishments.
- c) Roof signs are permitted on buildings if the top of the highest portion of the roof is at least 30 feet above grade.
- d) The maximum horizontal dimension of a roof sign may not exceed 50 percent of the width of the wall it most closely parallels or 20 feet, whichever is less. The maximum height of a roof sign and its supporting structure may not exceed 6 feet, measured from the elevation of top of the highest parapet to the top of the sign. Roof signs shall not be constructed of wood.

14-901-07-E. Historical Signs. Historical wall signs, hand-painted signs, neon signs, and projecting signs that advertise closed or off-site businesses may remain and shall not count toward any signage requirements if established more than 25 years from the date of application. Historical signs may be removed and reinstalled for restoration. Historical signs may be replicated if the new sign is the same size and material. Retention of historical signs must receive approval by the Heritage Commission. In no case shall a pylon sign be considered a historical sign.

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

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

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 14-901 “HSQ DISTRICT” AND ADDING A NEW SECTION 14-901 “HSQ DISTRICT” OF THE UNIFIED DEVELOPMENT ORDINANCE.

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

WHEREAS, after its adoption, clarification was needed to address this requirement and it was decided to revise this item; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on July 29, 2025, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 5-1; and,

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

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

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

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

SECTION 1. That Section 14-901, “HSQ District” of the Unified Development Ordinance is hereby repealed in its entirety as of the effective date of this ordinance.

SECTION 2. That a new Section 14-901, “HSQ District”, attached hereto and made part of hereof is hereby added to the Unified Development Ordinance, to read as follows:

14-901 HSQ, HISTORIC DOWNTOWN SQUARE DISTRICT

14-901-01 Intent & Applicability

14-901-01-A. Intent. The Historic Downtown Square district (“HSQ”) is a special-purpose zoning classification intended to preserve and enhance the unique character of the City's historic square area. It aims to create a vibrant, artistic, safe, and bustling downtown filled with new residents, thriving eateries, and entertainment where friends and family can enjoy their surroundings. This district is an active center of living and commerce, showcasing the history and architecture unique to Independence.

14-901-01-B. Application. The HSQ district establishes standards that vary from the underlying base zoning. If the provisions of the district are inconsistent with Chapter 14 of Independence’s Code of Ordinances, the provisions of this district apply. If the provisions of the district are inconsistent with a Historic overlay district (“HD”), the provisions of the historic overlay district apply. Existing Planned Unit Development (“PUD”) districts are exempt from the HSQ overlay district standards. However, new PUD districts shall comply with the HSQ district.

- a) *Façade Changes.* Compliance with this article applies to façade changes to existing buildings.
- b) *New Development.* Compliance with this article applies to all new buildings constructed within this district.
- c) *Enlargements and Expansions.* Full compliance with this article applies only to the exterior enlargement or expansion area.
- d) *Change of Use or Occupancy.* Compliance with use standards applies whenever the use or occupancy of a property changes.
- e) *Signs.* Compliance with the sign standards in the HSQ district and any standards of Article 14-504 that are not inconsistent with this Section apply when a sign permit is required.

14-901-01-C. Approvals. The Director will process applications for façade changes, new development, enlargements, expansions, change of use or occupancy, and signs that conform fully with the standards in this Section through the procedures of Sections 14-705 and 14-708 of the Unified Development Ordinance. However, applications that require additional reviews and approvals (including Planning Unit Development, Historic Overlay District review, variances, and special use permits) must comply with the procedures set forth in Article 7.

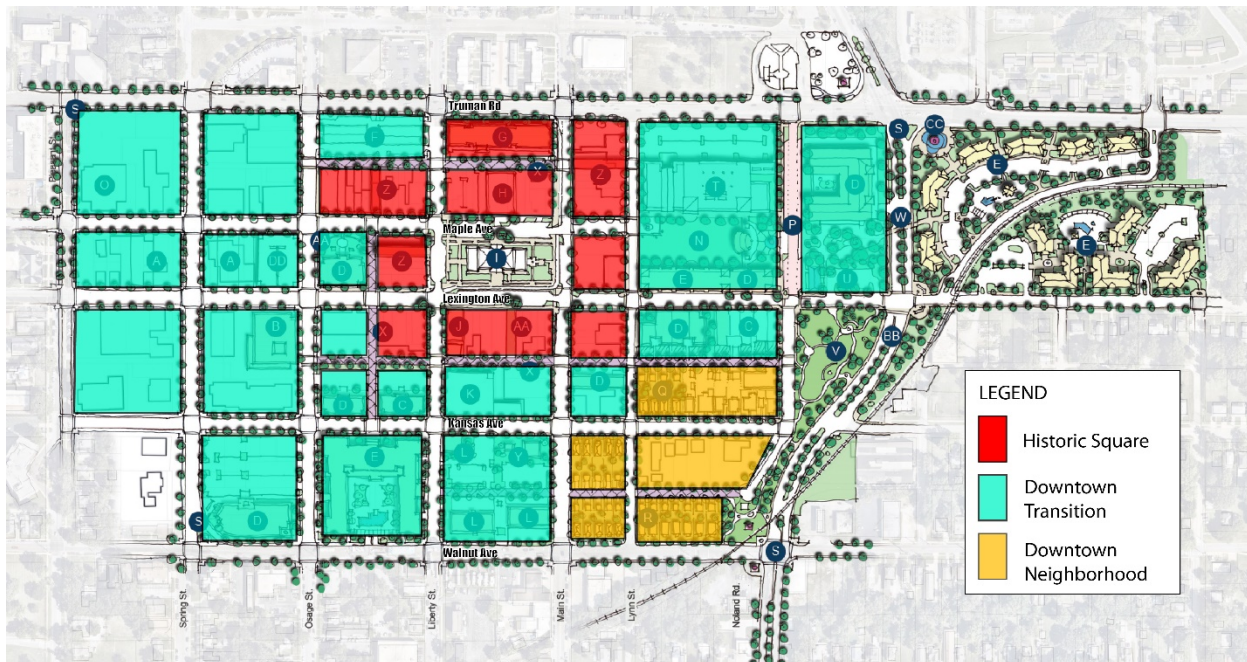
14-901-01-D. Exemptions. The Director may approve of deviations and exemptions from the standards of this district provided alternative compliance meets the intent of the HSQ District.

14-901-02 Allowed Uses

14-901-02-A. Use Table. The column of Table 901-1 lists the groups, categories and types allowed and are further defined in Article 14-200. Uses are allowed in the HSQ district in accordance with Table 901-1, below.

14-901-02-B. Sub-District Descriptions. Map 901-1 delineates the district boundaries of the Historic Square District and is considered to be part of the official Zoning Map.

- a) *Historic Square.* This sub-district is intended to preserve and reinforce the traditional pattern of development within and directly adjacent to the downtown square. This district emphasizes active first-floor commercial activities.
- b) *Downtown Transition.* This sub-district is intended to enable a variety of commercial, mixed-use, and residential uses in a compact, walkable setting. The design standards within this district are more flexible to accommodate a broader range of uses, including for adaptive reuse.
- c) *Downtown Neighborhood.* This sub-district provides an opportunity to allow a range of compact, “middle” housing types such as townhomes, walkups, and compact single-family homes to support access to the goods and services offered by adjacent areas. This sub-district is residential in nature and reinforces the walkability of the area.



Map 901-1. Allowed Uses: Subdistrict Map

14-901-02-C. Permitted Uses. Uses identified with a "P" are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance. Principal uses must be within structures that meet the definition of a "building", and may not be permitted within mobile homes, camper trailers, or portable facilities on skids,

wheels, or other moveable devices.

14-901-02-D. Permitted Uses with Minimum Use Standards. Uses identified with a "C" are permitted as-of-right, subject to compliance with the use standards referenced in the right column of Table 901-1, and all other applicable standards of this development ordinance.

14-901-02-E. Special Uses. Uses identified with an "S" may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-901-02-F. Prohibited Uses. Uses not listed and those identified with a "—" in are expressly prohibited.

14-901-02-G. Supplemental Standards. The "Supplemental Standards" column of Table 901-1 identifies use-specific standards that apply to some uses. Compliance with those standards is required.

TABLE 901-1: USE DISTRICTS & ALLOWANCES

Use Sub-Districts				
	Historic Square	Downtown Transition	Downtown Neighborhood	Supplemental Standards
RESIDENTIAL				
Household Living				
Detached House – Small Lot			P	14-901-04 Residential Development Standards
Townhome		S	P	
Two-Unit House		S	P	
Multi-Unit House		S	P	
Apartments – Small Walkup (12 units or less)	S	P	P	14-901-03 Mixed-Use & Nonresidential Development Standards
Apartments – Greater than 12 units	S	P		
Mixed-Use Building	P	P		
Group Living*	C/S	C/S	C/S	
* Excludes Residential Group homes as defined by Sec. 14-200-02-A, par. 2, which are allowed as detached houses.				
PUBLIC/CIVIC				
Library/Cultural Exhibit	P	P	P	
Basic Utilities	P	P	P	
Colleges	P	P		
Community Service	C/S	C/S	C/S	
Daycare	P	P	C/S	
Medical Centers	P	P	—	
Parks and Open Areas	P	P	P	
Religious Institutions	P	P	P	
Schools	P	P	P	
COMMERCIAL				

TABLE 901-1: USE DISTRICTS & ALLOWANCES

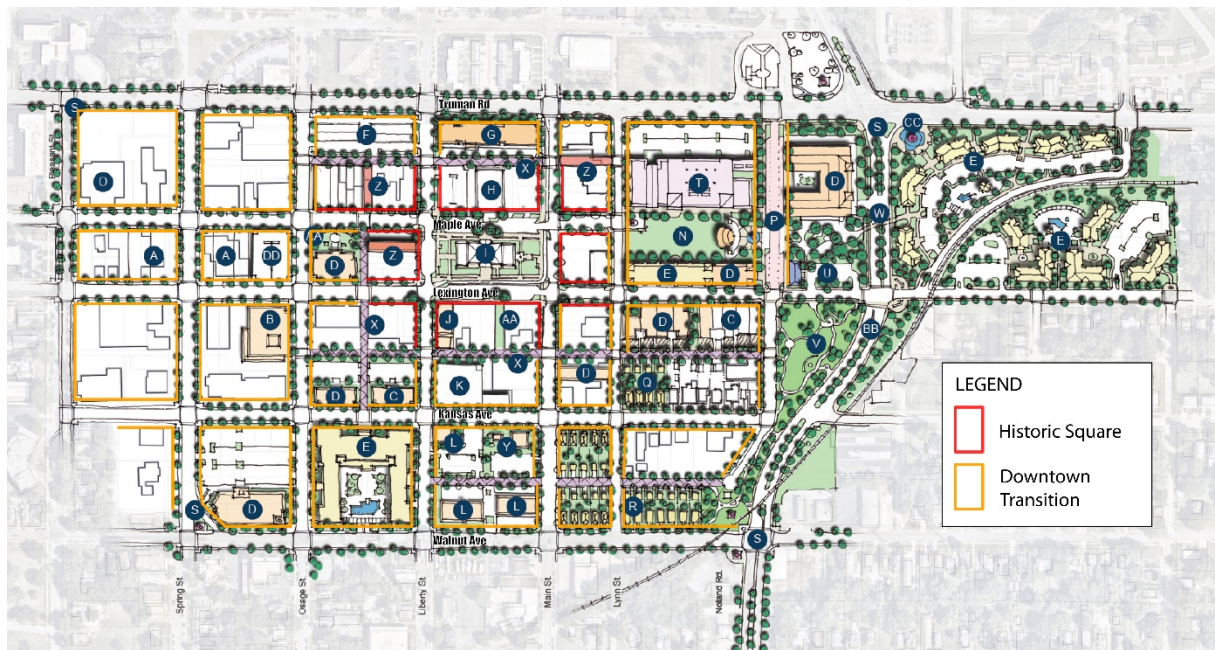
		Use Sub-Districts			Supplemental Standards
		Historic Square	Downtown Transition	Downtown Neighborhood	
Adult Business		—	—	—	
Animal Service			P		
Sales and grooming		P	P	—	
Veterinary		P	P	—	
Other		—	—	—	
Commercial Recreation	Outdoor	C/S	P	—	
Commercial Non Accessory	Parking,	—	S	—	
Commercial Accessory	Parking,	—	P	—	
Eating and Establishments	Drinking	P	P	—	
Tavern or nightclub		P	S	—	Maximum gross floor area: 5,000 sq. ft.
All eating/drinking establishments	other	P	P	—	
Drive-in and through facilities	drive-	—	S	—	
Entertainment and Spectator Sports				—	
Indoor small venue (1—149 capacity)		P	P	—	
Indoor medium venue (150—499 capacity)		P	S	—	
Indoor large venue (500+ capacity)		S	S	—	
Outdoor (all sizes)		S	S	—	
Financial Service				—	
Pawn shop		—	—	—	
Short-term service	loan	—	—	—	
All other financial services		P	P	—	
Food and Retail Sales	Beverage	P	S	—	
Lodging				—	
Bed and Breakfast		P	P	—	
Hotel/motel		P	S	—	
Short Term Rentals		P	P	P	14-424 - Short-Term Rental
Medical Service		P	P	—	
Office		P	P	—	
Personal Improvement		P	P	—	

TABLE 901-1: USE DISTRICTS & ALLOWANCES

Use Sub-Districts				
	Historic Square	Downtown Transition	Downtown Neighborhood	Supplemental Standards
Service				
Quick Vehicle Servicing	—	—	—	
Repair or Laundry Service	P	P	—	
Retail Sales and Service	P	P	—	Retail uses may not occupy more than 15,000 square feet of gross floor area on any single floor, unless it is a grocery store or otherwise permitted by the Director.
Sports and Recreation, Participant			—	
Indoor	P	P	—	
Outdoor	—	S	—	
Mini-storage Facilities	—	—	—	
Vehicle Repair	—	—	—	
Mobile Food Vending	C/S	C/S	—	Sec. 5.01.027
INDUSTRIAL				
Manufacturing, Production and Industrial Service				
Artisan	P	P	—	
Limited	—	C/S	—	
General	—	—	—	
Outdoor Storage of goods or materials	—	—	—	
Vehicle Sales and Services	—	—	—	
OTHER				
Wireless Communication Facility	S/C	C/S	C/S	Section 14-410
Outdoor Storage of goods or materials	—	—	—	
Agriculture	—	—	—	
Aviation and Surface Passenger Terminals	—	—	—	
Detention Facilities	—	—	—	
Mining	—	—	—	
Rail Lines and Utility Corridors	C/S	C/S	—	

14-901-03 Mixed-Use & Nonresidential Development Standards

14-901-03-A. Development Standards – Generally. The development standards of this section apply to all development within the HSQ district, except for residential buildings of 12 units or less. Residential buildings of 12 units or less shall comply with Section 14-901-04. The lot and building standards are determined based upon the property’s proximity to the historic square. Properties that abut the Historic Square frontage area must comply with the associated standards set forth in Table 901-2 below.



Map 901-2. Frontage Areas Map

TABLE 901-2: MIXED-USE & NONRESIDENTIAL DEVELOPMENT STANDARDS

	Frontage Types	
	Historic Square	Downtown Transition
Lot Size [1]		
Lot Size (maximum)	1 acre	3 acres
Height (maximum) [2] [6]		
	4 stories*	6 stories
<i>*Residential Mixed Use and Hotels may have a height bonus of an additional two stories, with a maximum height of 6 stories.</i>		
Frontage & Setbacks [3]		
Building Frontage (minimum)	65%	50%
Front Lot Line (minimum and maximum)	0 – 5 ft	0 – 20 ft
Exterior/Street Setback (maximum)	10 ft	20 ft
Interior Side Setback (maximum) [4]	5 ft	10 ft
Street Side Setback (maximum)	10 ft	20 ft
Rear Yard Setback (minimum)	0 ft	10 ft
Rear Yard Setback (abutting alley) (minimum)	0 ft	5 ft
Rear Yard Setback (abutting residential) (minimum)	15 ft	15 ft

TABLE 901-2: MIXED-USE & NONRESIDENTIAL DEVELOPMENT STANDARDS

Massing & Façade Composition Standards		
First Floor Transparency	60% - 90%	40% - 65%
Upper Floor Transparency	15 – 45%	15 – 45%
Wall Plane Limits (maximum)	80 linear feet; and 500 s.f.	100 linear feet; and 1,000 s.f.
Maximum Spacing of Entrances [5]	1 per 50 ft	1 per 75 ft

Notes: “Ft” = feet, “s.f.” = square feet

[1] If a lot touches the Historic Square Frontage on any side, the Lot Dimension standards of that frontage type must be followed.

[2] If a lot touches the Historic Square Frontage on any side, the height limitations of the Historic Square Frontage apply within a setback of 50 feet. For the purposes of this ordinance, height shall be measured from the highest elevation curb of the abutting street adjacent to the subject property

[3] Minimum Building Frontage, Front and Side Yard Setbacks may be expanded to accommodate usable open space according to 14-901-05-C. Usable Open Spaces.

[4] Non-street setbacks shall be as specified by the building code for each building class.

[5] For corner buildings, any entrance feature located on the corner may count for the first-entry requirement for both sides. The second required entry feature may be located 75 feet from a corner entrance on the Historic Square Frontage.

[6] For the purposes of this section, building stories shall be measured as the part of the building between the surface of one floor and the surface of the floor above, or if there is no floor above, that part of the building which is above the surface of a floor and the ceiling next above. Residential building stories shall be 9 to 14 feet in height, and nonresidential building stories shall be 12 to 20 feet in height. The space under a sloping roof that has a line of intersection of the roof and wall face not more than 2 feet above the floor level and in which the possible floor area with head room of 5 feet or less is at least 40% of the total floor area of the story directly beneath.

14-901-03-B. Frontage & Setback Exceptions & Adjustments. The following exceptions apply to all development within the HSQ district:

- a) *All Projections.* Any projections over public rights of way or any similar area designed for pedestrian circulation, such as bay windows, balconies, canopies, chimneys, eaves, cornices, open fire escapes, egress wells, or other non-foundational overhangs, may extend up to 4 feet from the foundation and encroach into the setback, but no closer than 3 feet from any lot line. Projections shall be at least 8 feet above the grade, and in no case within 5 feet of any curb for a street, access drive, or other area designed for vehicles. All projections shall receive approval from the appropriate entity prior to installation.
- b) *Utility Equipment.* Ground-mounted mechanical equipment, meters, and utility boxes accessory to the building may be in the side or rear setback provided that it extends no more than 6 feet from the principal building, no closer than three feet to the lot line, and is screened from public right-of-way by structures or landscape. These limitations do not apply to any utility structures, otherwise authorized to be in easements or rights-of-way, subject to the design standards of those specific authorizations.

- c) *Entrances.* Entrances such as porticos, stoops, or unenclosed porches may extend up to 6 feet into the required front setback. Entrances shall not encroach on any easement; encroachments must ensure a minimum of 5 feet of passable sidewalk width.
- d) *Usable Open Space Frontage.* Usable open space along the lot frontage, including patios, courtyards, outdoor recreational areas, and outdoor entertainment venues, shall conform to the site design standards in Section 14-901-05-C.

14-901-03-C. Height Exceptions & Adjustments. The following are exceptions to the height limits in Table 901-2:

- a) Building elements integral to the design and construction of the building, such as parapet walls and false mansards, may extend up to 6 feet above the roof deck of a flat roof.
- b) Architectural features such as chimneys, ornamental towers or spires, and similar accessory features that are cumulatively less than 20 percent of the building footprint must match the building height.
- c) Functional and mechanical equipment such as elevator bulkheads, cooling towers, smokestacks, roof vents or other equipment may be built up to their necessary height in accordance with building codes, provided they are screened according to the standards of this section.
- d) Accessory site structures (such as flag poles, monuments, or water towers) may have a height limit of 50 feet but shall be setback at least 1/3 its height from the property line.

14-901-03-D. Ground-Floor Transparency. Buildings shall have the percentage of openings specified in Table 901-2 based on the following:

- a) The transparent façade must be comprised of windows between 2 and 10 feet above the sidewalk or transparent doors that allow clear views of indoor space or product display area.
- b) The bottom of any window or product display window used to satisfy these transparency requirements may not be more than 2 feet above the adjacent sidewalk.
- c) Transparent facades must be comprised of clear, non-reflective windows.
- d) Display windows that do not provide views into the interior of the building may be counted towards satisfying up to 50 percent of the minimum transparency requirements, if they are



internally illuminated and are at least 2 feet in depth.

- e) On corner lots, the ground-floor transparency requirement applies along the front of the building; any building wall abutting or facing an exterior lot line shall have a minimum transparency of 30 percent.

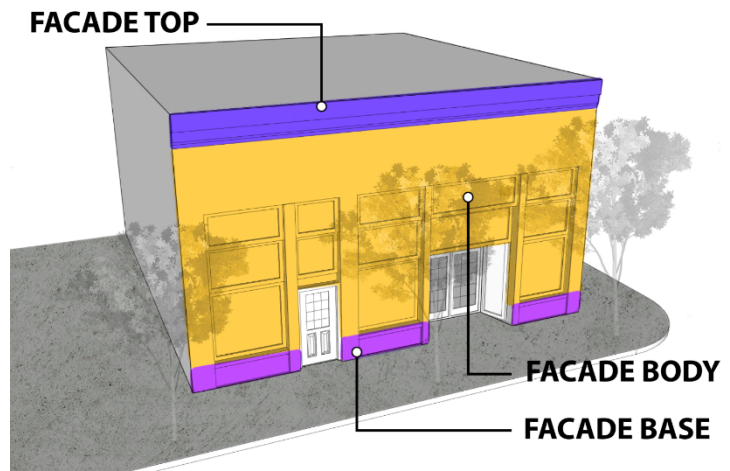
14-901-03-E. Doors and Entrances.

- a) Primary entrances shall provide direct public access from the adjacent rights-of-way. Properties abutting the Historic Square frontage must provide at least one primary entrance on that frontage.
- b) On corner lots, corner entrances are required unless waived by the Director.
- c) Building entrances may include doors to individual shops or businesses, lobby entrances, entrances to pedestrian-oriented plazas or courtyard entrances to a cluster of shops or businesses.
- d) Buildings that abut an alleyway must have at least one secondary entrance per building.
- e) The entrance width may not exceed 12 feet or 5 percent of the building's street-facing facade width. The entrance depth may not exceed the entrance width; and the entrance may not exceed 2 stories in height.
- f) A principal entrance shall be marked by one or a combination of elements:
 - 1. A single-story architectural emphasis such as canopies, porticos, overhangs, or arches.
 - 2. Display windows that frame and emphasize the entry.
 - 3. Architectural details such as tile work or other similar material changes.
 - 4. Integral planters or wing walls associated with a recessed or projecting entry court or plaza that integrates more formal landscape and hardscape designs.

14-901-03-F. Façade Composition & Articulation.

- a) Façades shall be broken into smaller components, establishing a base, body, and top of the building, by one or a combination of the following techniques at intervals specified in Table 901-2:

- 1. Blank walls and wall planes shall be broken up clearly with elements that add architectural interest and variety, such as



projections of at least 1 foot, recesses, offsets, windows, painted features, or blank window openings trimmed with frames, sills or lintels.

- b) **Façade Composition.** Table 901-3 establishes Primary Materials (“PM”), Secondary Materials (“SM”), and Prohibited Materials (“-”). Primary Materials are allowed on all stories of a structure. Secondary Materials may be used as accent on the first story and shall not exceed 30% of the first story façade. Permitted secondary materials may be used on the second story and above of a structure or for the required building elements. In addition to the allowed materials of Table 901-3, the following standards shall apply:
1. When a specific material cannot be readily classified, the Director is authorized to determine the most similar, thus most appropriate, material based the appearance, durability, method of installation, and location of the material. The Director may also reference relevant information provided by the International Building Code.
 2. Preservation or restoration of original facade materials is desired in existing structures. Applied ‘faux’ facades or other not permitted non-original materials are not desired.
 3. Wood and metal may encompass more than 30% of a first-floor façade when used in a clearly articulated first-floor storefront system.
 4. Painting masonry shall be considered on a case-by-case basis. The Director may consider relevant information when making the decision.

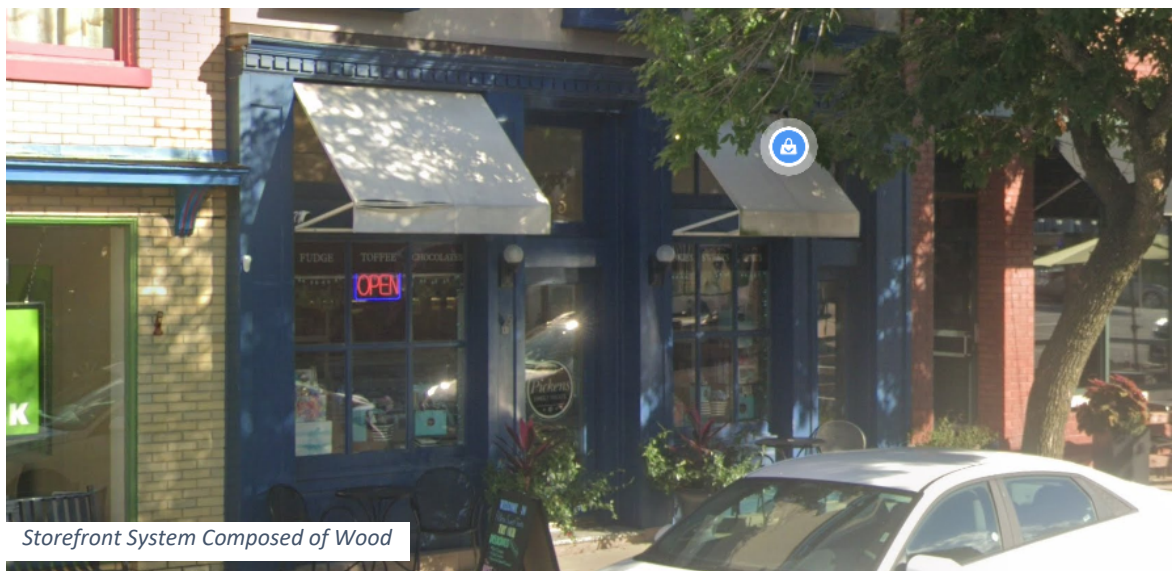


TABLE 901-3: ALLOWED ARCHITECTURAL MATERIALS

Material	Front and Street Side	Side and Rear
Brick	PM	PM
Stone	PM	PM
Cast Stone	PM	PM
Façade Glass [1]	SM	PM
Terra Cotta	PM	PM
Tile	PM	PM
Concrete	SM	PM
Stucco	SM	PM
Metal	SM	SM
Wood	SM	SM
Fiber Cement	-	SM
Fiberglass Replication	SM	SM
Concrete Masonry Unit	-	SM
Split Faced Block	-	SM
Glass Block	-	SM
EIFS	-	SM

[1] For the purposes of this ordinance, first-floor and upper-floor windows complying with the transparency requirements of Table 901-2 are exempt from the maximum façade coverage area for secondary materials.

14-901-04 Residential Development Standards

14-901-04-A. Residential Buildings. Permitted residential buildings of 12 units or less in the HSQ district must comply with the lot and building standards of Table 901-4, except as otherwise expressly provided. Rules for measuring compliance with the lot and building standards established in Table 901-4 and applicable exceptions to the standards can be found in Article 14-202. The Residential Building Types are defined below:

- a) **Detached House – Small Lot.** A residential building designed for one primary dwelling unit on a lot that is more compact than conventional standards.
- b) **Townhome.** An attached residential unit that is part of a multi-unit building designed to accommodate three to eight dwelling units. Each unit is separated by a common sidewall with a side-by-side configuration, and each has its own private entrance.
- c) **Two-Unit House.** A residential building designed to accommodate two primary dwelling units, with an outward design, scale and appearance similar to a Detached House. Variants of this type are primarily based on context, and how the frontage is designed to be compatible with the neighborhood character. They include side-by-side, up-down, or front-back configurations.
- d) **Multi-Unit House.** A residential building designed to accommodate two to four dwelling units. They include side-by-side, walkup, or front-back configurations.
- e) **Apartments – Small Walkup.** A small scale, multi-unit residential building designed on a small or moderate-sized lot in an urban neighborhood or mixed-use setting composed of 12 units or less per building. The building is accessed by a common lobby entrance at building frontage and arranged to integrate into the block structure of a neighborhood.

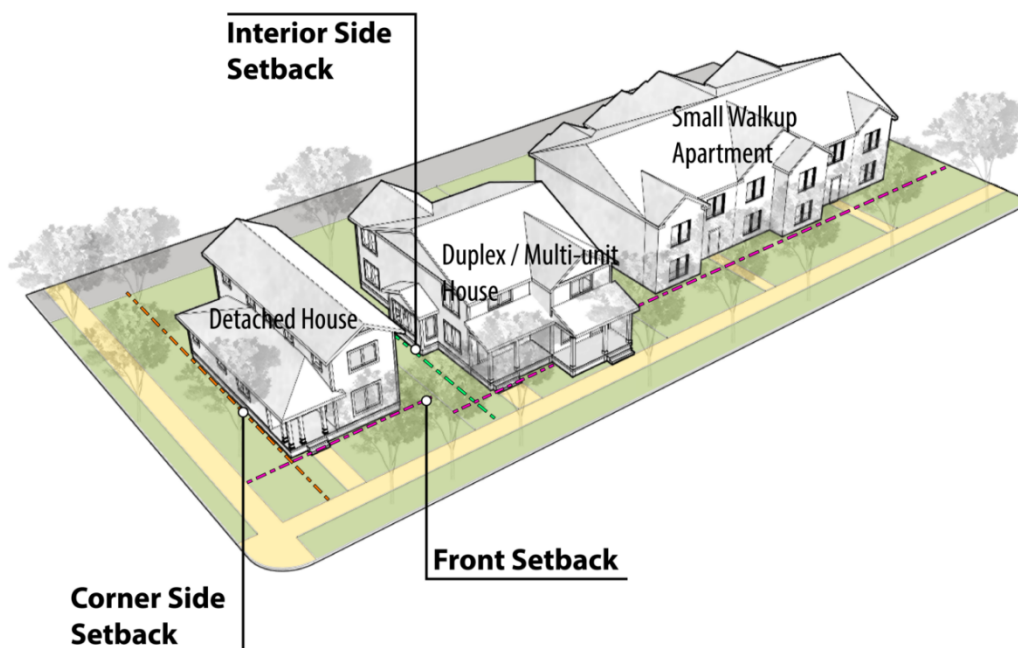
TABLE 901-4: RESIDENTIAL BUILDING STANDARDS

	Detached House – Small Lot	Townhome (up to 8 units per building)	Two-Unit House	Multi-Unit House (2-4 units)	Apartments – Small Walkup
Lot Size					
Lot area (minimum)	2,500s.f.	1.5K s.f. per unit	4K s.f. per building	4K s.f. per building	6K s.f. per building
Lot area (maximum)	5,000s.f.	4K s.f. per unit	8K s.f. per building	12K s.f. per building	14K s.f. per building
Lot width (minimum)	25 ft	20-35 per unit	40 ft	40 ft	50 ft
Maximum Height [2]					
	2.5 stories	2.5 stories	2.5 stories	2.5 stories	3 stories
Setbacks					
Front Lot Line (maximum)	10 ft	30 ft	30 ft	35 ft	35 ft
Interior Setback(minimum)	5 ft	5 ft [1]	7.5 ft	7.5 ft	10 ft
Corner Side Setback (minimum)	15 ft	15 ft	15 ft	15 ft	10 ft

Notes: "Ft" = feet, "s.f." = square feet

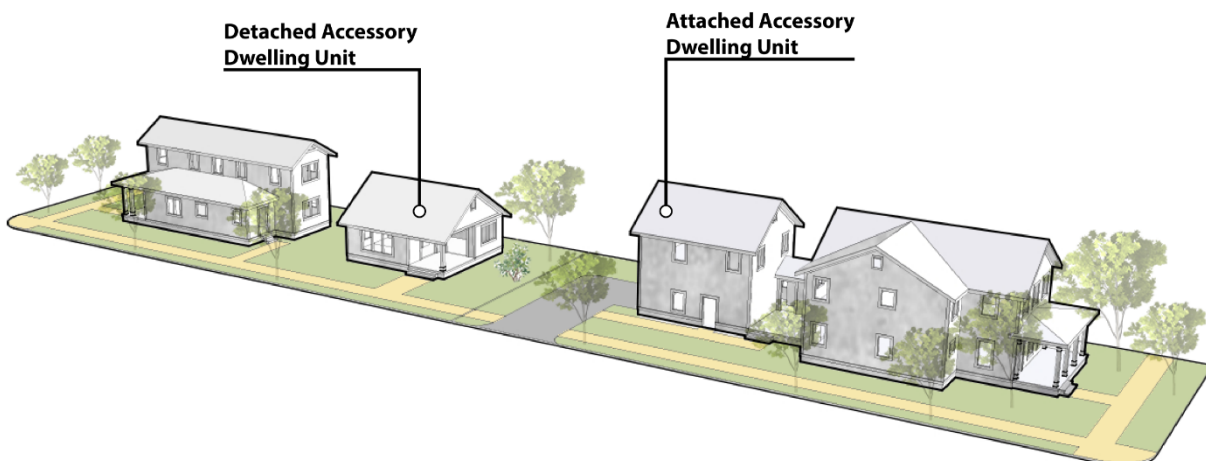
[1] Row houses and side-by-side multi-unit houses (i.e., duplex), may be platted for individual ownership of the unit and lot, with a 0' interior side setback.

[2] For the purposes of this section, building stories shall be measured as the part of the building between the surface of one floor and the surface of the floor above, or if there is no floor above, that part of the building which is above the surface of a floor and the ceiling next above. Residential building stories shall be 9 to 14 feet in height, and nonresidential building stories shall be 12 to 20 feet in height. The space under a sloping roof that has a line of intersection of the roof and wall face not more than 2 feet above the floor level and in which the possible floor area with head room of 5 feet or less is at least 40% of the total floor area of the story directly beneath.



14-901-04-B. Accessory Dwelling Units (“ADU”). Where permitted, secondary dwelling units accessory to the principal residential use are subject to the following standards:

- a) One accessory dwelling unit is allowed per lot.
- b) ADUs shall be located within the principal building (such as an attic or basement apartment), or within an existing detached accessory building.
- c) The accessory dwelling shall not exceed 50% of the living area of the principal dwelling unit, or 1,200 square feet, whichever is less.
- d) Accessory dwelling units must meet all city building codes.
- e) The property owner shall occupy either the principal or accessory dwelling as their permanent residence. A certificate of occupancy shall be issued by the city prior to use as a dwelling unit.
- f) The accessory dwelling shall be clearly subordinate to the principal dwelling through the location of parking, access, building entrances and other design features that accommodate the dwelling. Only one entrance to the ADU may be visible from the front street. For the purpose of this regulation, the front street shall be defined as the street on which the primary structure is addressed. Exterior stairways shall not be constructed on the front of the primary structure.
- g) The design of the ADU shall be consistent with the design of the primary structure and shall maintain the style, appearance and character of the main building, and shall use matching materials, colors, window style, and comparable roof appearance.
- h) No additional parking spaces are required. A maximum of one additional off-street parking space may be provided for the ADU and shall be paved.
- i) The ADU shall comply with all standards for health and life safety codes, building codes, as well as zoning codes as adopted by the City, except as provided in this chapter.
- j) The ADU may be served by the existing primary structure’s sewer and water connections and water meter, provided the services are adequate. The water meter size



shall not be increased for the purpose of serving the ADU. This provision may be waived by the Director if water and sewer connections are determined to be inadequate.

- k) The land on which the ADU is located shall not be subdivided or otherwise segregated in ownership from the primary structure or the land on which the primary structure is located.
- l) Detached ADUs are considered accessory structures and shall comply with the regulations set forth in 14-400 - ACCESSORY USES AND STRUCTURES.

14-901-05 Site Design Standards

14-901-05-A. Vehicle Parking Facilities. Where the construction, expansion, or alteration of parking occurs, the following standards shall apply:

- a) *Understated Parking Required.* Parking facilities shall not directly abut the same street as the primary entrance of principle buildings within the HSQ district. Any off-street parking provided must be located behind, within, or under the building. When the depth of the lot is insufficient to meet these requirements, parking facilities may be located to the side of the building, provided that it does not occupy more than 30 percent of the lot's primary street frontage and is screened according to the standards provided in Section 14-901-06.
- b) *Vehicle Access.* Access drives, when provided, must be taken from alleys or secondary streets, not abutting the Downtown Square frontage where available. Access may come from the primary street if the Director finds that no access alternatives exist. Driveways and access points shall be a minimum of 20 feet in width, or include two access points of at least 10 feet in width, to accommodate two-way vehicle circulation. Alternative access plans may be approved administratively by the Director when topographical or site conditions constraints exist. Alternative access plans must provide equivalent circulation and traffic mitigation as the requirements above and not obstruct pedestrian access or flow along the street frontage.
- c) *Off-Street Parking Minimums.* No off-street parking is required for nonresidential uses less than 4,000s.f. Residential buildings of 12 units or more are required to provide off-street parking at a rate of 0.5 spaces per unit, unless the residential units are located inside a building that fronts on the Historic Square frontage
- d) *Off-Street Parking Maximums.* Where off-street parking is required, no use shall provide more than 150% of the minimum parking ratios provided in Section 14-501-13, unless documented evidence of actual parking demand based on studies of similar



uses in similar contexts is accepted by the Director.

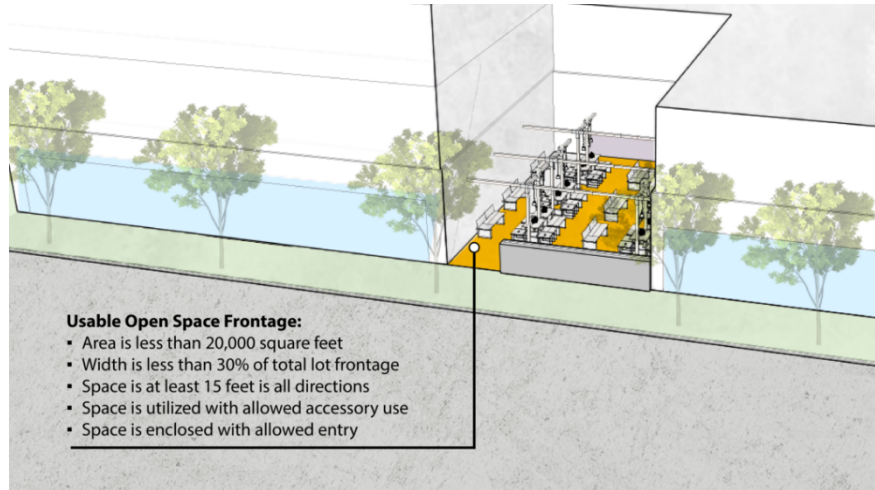
- e) *On-Street Parking Credit.* All on-street parking within 600 feet of any lot frontage shall count towards the parking requirement at a rate of 0.33 space for every one on-street spaces. In situations where on-street parking does not extend more than 100 feet beyond the subject property, on street parking abutting the lot may count towards the parking requirement at a rate of 0.67 spaces for every one space. The street must be paved, with sidewalks that are ADA accessible. An on-street parking space shall not be counted if it is restricted in its use as a designated loading, taxi, or other special use zone or if parking is prohibited for more than five hours in any 24-hour period.
- f) *Public Parking Credit.* Any parcel with boundaries within 1,000 feet of a public parking area may reduce the required vehicle parking at a rate of one space for every two required parking spaces.
- g) *Shared Parking.* Required parking may be reduced for any site containing multiple uses, or for adjacent sites with different uses, to reflect different peak parking periods associated with the uses. Any shared parking arrangement shall require an agreement among all landowners participating in the agreement to ensure access, joint use, maintenance, and other operational issues. The agreement shall be recorded with each participating property. A shared agreement may also be approved based on a joint parking study for the sites and uses demonstrating adequate parking during peak hours for all parties to the agreement.
- h) *Bike Parking.* All on-site bicycle parking may reduce the required vehicle parking at a rate of one space for every four bicycle parking spaces up to a maximum of 15% of the required vehicle parking.

14-901-05-B. Alleys. An alley is a narrow accessway typically provided at the rear of residential lots and commercial areas, providing necessary vehicular access to garages or other parking areas. Alleys also support service accommodations, such as utilities, drainage, and trash pick-up. Newly constructed alleys shall be at least 18 feet wide to accommodate slow moving two-way vehicular access and emergency vehicles. Lots abutting alleys may include pedestrian-oriented improvements and modifications to the space, subject to the following standards:

- a) Entrances facing an alley may be designed as storefronts, incorporating the elements pertaining to façade design standards of Table 901-2. Rear setback requirements may be adjusted to accommodate usable open spaces, subject to the standards of 14-901-05-C.
- b) Lights may be installed at a minimum of 14 feet above the pavement and include an accessible shut-off switch for emergencies.
- c) Landscaping elements containing noninvasive plant species are encouraged but shall not encroach into the alley's right-of-way. Plants shall not damage masonry or paving surfaces.
- d) Signs must comply with 14-901-07 Signs.
- e) Movable seating may encroach up to 4 feet into the alleyway during tenant business hours. Seating must be easily movable to maintain vehicular and emergency access, and must not encroach within the right-of-way outside business hours.
- f) Temporary use and closure of public alleys shall require a special event permit by the City of Independence.



14-901-05-C. Usable Open Spaces. Table 901-5 provides minimum required open space standards for new buildings. The setback requirements may be adjusted to accommodate usable open spaces along a streetscape or alleyway, such as patios, courtyards, outdoor recreational areas, and outdoor entertainment venues. Open spaces must follow the following site design standards:



- Open space must directly abut the streetscape or an alley.
- Open space shall not exceed 30% of the total lot frontage.
- Open space shall be at least 15 feet in all directions. Open space shall not exceed 20,000 square feet.
- Open space may be used for dining, gathering, recreation, or similar uses. Open space shall not be used for outdoor storage. Outdoor uses shall be accessory to the principal use.
- Open space may be enclosed with a permanent rail or wall constructed of metal, masonry, or wood, not exceeding 36 inches in height. Enclosed usable open spaces may include an entry along the perimeter to accommodate public access of at least 36 inches wide.
- Open space shall be designed as active social space and shall not be interpreted as vehicular use areas such as parking or loading facilities, landscape areas, or stairways.
- At a minimum, open space shall be designed to include two of the following elements: Movable furniture; Interactive art installation; Planters with seasonal or ornamental plantings; Water element such as a fountain; Shade elements.

TABLE 901-5: REQUIRED OPEN SPACE

Building Size (Footprint)	Required Open Space [1]
Under 5,000 s.f.	No minimum requirement
5,000 – 10,000 s.f.	5% of the building footprint
10,001 – 40,000 s.f.	10% of the building footprint
Over 40,000 s.f.	15% of the building footprint

[1] The requirement for open space in residential and mixed-use buildings with greater than 12 units per building may count up to 50% or of the required space through private spaces only accessible to the unit, such as balconies or interior courtyards. If private balconies are counted, each space must contain at least 4 feet of depth and 8 feet of width.

14-901-06 Streetscape, Landscaping & Screening

14-901-06-A. Sidewalks. Sidewalks are required for all developments and must be constructed in accordance with the Public Works Manual.

- a) Sidewalks are required to be constructed and shall be at least 10 feet wide, and include a clear walking path at least 5 feet wide, a pedestrian buffer zone between the building frontage and the walking path, and a planting zone for street between the walking path and the curb. Part of the sidewalk width may be located on private property. The sidewalk dimension shall be measured from back of curb to building facades or parking lot screening and other landscaping.
- b) When the existing sidewalk width is less than 12 feet, structures shall be allowed no closer than 12 feet from the back of the curb. The required sidewalk width may be reduced by approval of the Director, based on the historic building setback line of existing adjacent building(s) within the Historic Square frontage or a historic district. In no case shall the setback be reduced below 9 feet from the back of the curb unless on-street parking exists between the building and the street.
- c) When the existing sidewalk width is greater than the bare minimum of 12 feet, the sidewalk environment shall be designed to meet functional and aesthetic goals. New development shall not reduce or encroach upon the existing sidewalk width.
- d) A clear distance (unobstructed width) of at least 5 feet is required for all sidewalks along public streets.



14-901-06-A. Street Trees. Street trees are required along all city streets in HSQ district. Larger projects which require modifications to the public sidewalks abutting the parcel boundaries must install street trees when reconstructing the public right-of-way. Where the public sidewalk is reconstructed, the following standards apply:

- a) One tree shall be provided for every 25 to 40 feet street frontage. This requirement is measured and calculated for each individual street frontage, not from an overall street frontage for the development. The Director may approve a master street tree plan that varies from this requirement to allow for driveways, utilities, and intersection visibility requirements.
- b) Larger shade trees with spreading canopies or branches are desirable where possible. Species of street trees within the public rights-of-way shall comply with Section 14-503-17 and Section 13.02.011 of the City Code.
- c) Street trees shall be planted between the curb and the walking path of the sidewalk. When automobile traffic lanes are immediately adjacent to the curb, new street trees must be planted at least 3 feet from the edge of the roadway.
- d) Street trees, tree grates and other landscaping shall be maintained and irrigated by the adjacent property owner. If the adjacent property owner fails to maintain the adjacent street trees and other landscaping, the City may perform the required tree and other landscaping work at the abutting property owner's expense. If overhead power lines are present, street trees shall be limited to a mature height of 25 feet to avoid conflict with utility lines and maintenance crews.
- e) Where tree grates are installed, they shall be ADA compliant and have a similar size and material as tree grates found in adjacent developments.

14-901-06-B. Screening, Fencing & Walls. Uses and development in the HSQ district are subject to other standards including the following:

- a) *Mechanical/Utility Equipment.* Dumpsters shall not be visible from the public right-of-way. Dumpsters and ground level mechanical/utility equipment must be in the rear yard or can be in the side yard if setback 10 feet from street. Access for dumpsters and mechanical/utility equipment may be shared with any access for required parking. Mechanical equipment on roofs must be screened from the ground level of nearby streets and residential areas. Mechanical equipment shall be screened by extended parapet walls or other roof forms that are integrated with the architecture of the building. Cell phone transmission equipment shall be blended in with the design of roofs.
- b) *Fencing & Freestanding Walls.* Fencing and freestanding walls shall be between 36 and 72 inches in height, and shall be fabricated using steel, iron, concrete, stone, or brick. Fences must meet or exceed 80 percent transparency. Barbed-wire, razor wire, metal sheeting, wood picket, stockade, chain link fencing, or similar materials are prohibited fencing materials in the HSQ District. The finished side of the fence or wall shall face the adjacent property or the street.

- c) *Retaining Walls.* Retaining walls shall not exceed 48 inches in height and must be constructed of brick, precast concrete, cast-in-place concrete-textured, stone or cast stone.
- d) *Screening for Unbuilt Frontages.* For any non-building portion of the lot frontage, or where buildings are setback more than 20 feet and the setback does not include Usable Open Space, additional trees shall be planted along the property line at the same interval to fill the void with vertical landscape elements. Any vehicular parking area permitted within 30 feet of the street shall be screened from the street edge with a two and one-half foot to four-foot wall or ornamental fence complementing the materials of the building, a dense landscape hedge, or a combination of both.

14-901-07 Signs

14-901-07-A. Sign Types & Allowances. All signage must receive approval of a sign permit, and shall comply with the following standards:

TABLE 901-6: SIGN TYPES & ALLOWANCES

Sign Type [1]	Number	Size
Wall Signs	1 sign per tenant with exterior entrance (multi-tenant building) – otherwise 3 signs per façade maximum	35% of façade area maximum
Awning or Canopy	Signs As allowed by Code	30 s.f. maximum
Marquee Signs	1 per tenant space	24 s.f. per face
Projecting Signs	1 per tenant space [2]	30 s.f. maximum
Monument Signs	Prohibited [14-901-07-B]	
[1] All signs located on ground level shall be direct illuminated or backlit using LED lighting (“halo lit”). Signs on the second story and above may be direct illumination, internal illumination or halo lit. Sign lighting shall not exceed 1-foot candle onto the public rights-of-way as measured from the property line.		
[2] Multi-tenant buildings may combine projecting sign allowances into a single, multi-tenant projecting sign not exceeding 30 s.f.		

14-901-07-B. Monument Signs. Monument signs are prohibited, unless on a lot with a minimum of 100 feet of frontage or the site is an official local or national historic landmark or a contributing building within an official local or national historic district. Where permitted, monument signs shall comply with the following standards:

- Monument signs shall not exceed 20 square feet in area and 4 feet in height.
- On interior lots, monument signs shall be set back a minimum of 5 feet from the property line. On corner lots, monument signs shall be set back a minimum of 10 feet from the property line or a distance back as necessary to meet sight triangle restrictions as determined by the city’s traffic engineer.
- The sign must be attached to or incorporated into a freestanding wall or retaining wall.
- When attached to a wall or fence, monument signs shall not project more than 3 inches from the face of the wall or fence.
- Monument signs shall be set upon a solid base of material and constructed of primary materials matching the principal building. The area surrounding the monument sign shall be landscaped.

14-901-07-C. Wall Signs. Wall signs shall be permanently attached to the building and parallel to its surface, and shall comply with the following:

- Wall signs shall be die cut and/or channel letter signs.
- Signs located on the ground level of the building shall be pin-mounted.

- c) Raceway-mounted channel letter signs are allowed on the second story and above.
- d) Raceways shall be painted or designed to match the material on which the sign is affixed.

14-901-07-D. Roof Signs.

- a) Supporting structure for a roof sign must comply with all applicable engineering and code requirements.
- b) Roof signs shall be die cut and/or channel letter signs. Supporting structures must consist of the fewest number of supporting members without embellishments.
- c) Roof signs are permitted on buildings if the top of the highest portion of the roof is at least 30 feet above grade.
- d) The maximum horizontal dimension of a roof sign may not exceed 50 percent of the width of the wall it most closely parallels or 20 feet, whichever is less. The maximum height of a roof sign and its supporting structure may not exceed 6 feet, measured from the elevation of top of the highest parapet to the top of the sign. Roof signs shall not be constructed of wood.

14-901-07-E. Historical Signs. Historical wall signs, hand-painted signs, neon signs, and projecting signs that advertise closed or off-site businesses may remain and shall not count toward any signage requirements if established more than 25 years from the date of application. Historical signs may be removed and reinstalled for restoration. Historical signs may be replicated if the new sign is the same size and material. Retention of historical signs must receive approval by the Heritage Commission. In no case shall a pylon sign be considered a historical sign.

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

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

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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



Planning Commission Minutes

July 29, 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 7/29/2025, 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, Michael Young. Absent - Jose Torres.

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.

Commissioner Nesbitt requested to pull Case 25-320-03 from the Consent Agenda.

1. **Planning Commission Minutes – July 15, 2025**

Motion

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 25-320-03 – Final Plat – Little Blue Estates, Plat 1B** – A request for approval of a Final Plat located west of Jackson Drive and north of Necessary Road.

In response to Commissioner Nesbitt's question, Mr. Harker stated there were four additional plats added.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 25-125-03 – Rezoning/PUD – 1316 S. Osage Street** – A request to rezone the property at 1316 S. Osage Street from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approve a Preliminary Development Plan.

Staff Presentation

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

In response to Commissioner Nesbitt's question, Mr. Harker stated the owner leases the property to the church. Mr. Harker noted the purpose of this rezoning/PUD is due to the number of children, not the intended use.

Applicant Comments

Michael Jones, 1316 S. Osage, stated they are under a lease to purchase contract with the owner. He noted the church runs a preschool program and they are a non-profit organization. He noted the church recently moved, and they are looking to move their preschool over to this new location. Mr. Jones said they focus on children who have been displaced or are in foster care.

In response to Commissioner Nesbitt's question, they are not interested in enrolling more than 49 students and noted they have other locations around the metro.

Public Comments

David Bailey, 1331 S. Osage, stated this church is in a very busy area with lots of crime and homeless people. He stated he believes this is a nuisance and is not fit for the neighborhood. He said they are a for-profit business and it should only be a church.

Mr. Jones stated they moved their church into this location in May and have done a lot of clean-up on the property. He said the outdoor play time will be during the day when most people are at work. Mr. Jones said they will be installing security cameras and have recently started towing abandoned vehicles to clean up the area.

In response to Commissioner Nesbitt's question, Mr. Jones said the fence will be on the Osage side. He also noted the Health Department has been out and they are close to being able to obtain a permit.

In response to Commissioner Ashbaugh's question, Mr. Jones said there will be additional

lighting installed with their security system.

Commissioner Comments

In response to Commissioner Ashbaugh's question, Mr. Harker stated there hasn't been any new construction, so a lighting plan wouldn't be required or reviewed.

Motion

Commissioner Edward Nesbitt made a motion to add a condition that a lighting plan be submitted and approved by staff. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case, with the conditions stated by staff and the condition added by the Planning Commission. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 25-200-08 – Special Use Permit – 3417 S. Denton** – A request for a Special Use Permit to operate a Bed & Breakfast.

Staff Presentation

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

In response to Chairwoman Wiley's question, Mr. Harker explained the difference between a Bed & Breakfast and a Short-Term Rental. He noted if the owner lives in the house, it's a Bed & Breakfast.

In response to Commissioner Nesbitt's question, eight was suggested because of the option for people to bring children. Commissioner Nesbitt questioned if there would be enough parking for the homeowner and guests. He's also concerned that this would not have an accessible parking area.

Applicant Comments

MacKenzie Lance, 3417 S. Denton, stated only she would have access to the garage. She noted she is planning to pave the gravel area for one guest vehicle.

In response to Commissioner Nesbitt's question, Ms. Lance said the spare room is under the garage. He noted to Ms. Lance that he will be requesting a larger driveway as a condition of approval.

Public Comments

No public comments.

Commissioner Comments

After discussion, the Planning Commissioners agreed that condition 6 should be amended that

only 6 guests (4 adults, 6 total) be allowed at one time. Condition 7 should be amended to require the driveway be widened to 30-feet from the street to the garage.

Motion

Commissioner Edward Nesbitt made a motion to approve the case with conditions as stated by staff and amended by the Planning Commission. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

With a vote from the Planning Commission, Case 25-400-09 was heard before Case 25-175-03.

OTHER BUSINESS

1. **Case 25-400-09 – Short-Term Rental – 1308 N. Vista Drive** – 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.

Commissioner Nesbitt said short-term rentals really need to have accessible parking spaces and he'd like to see the driveway widened. Mr. Glaser reviewed the parking standards and noted short-term rentals are not required to be ADA-compliant.

Applicant Comments

Wanda Crose, 2021 Blue Mills Road, stated they have several long-term rentals and are interested in trying a short-term rental.

Marshall Crose, stated he'd like to get his kids involved with cleaning and mowing/upkeep of the house. He said he thinks the driveway is appropriate for the house and neighborhood.

Public Comments

Ed Monaco, 1310 S. Vista Drive, said he's concerned about a constant flow of people in and out all the time.

Mr. Crose said they will have a noise monitoring device and he's only 20 minutes away should there be any issues at the residence.

Commissioner Comments

Commissioner Ashbaugh noted it may not make sense for this house to have an accessible parking spot.

City Attorney Langford noted it would not be appropriate to add a condition to require an accessible parking space for short-term rentals without the Council's direction.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

3. **Case 25-175-03 – UDO Amendment #74 – Historic Square District** – A request to amend the Unified Development Ordinance relating to the Historic Square District.

Staff Presentation

Tom Scannell presented the case. Mr. Scannell stated the existing HSQ District was included in the UDO when it was adopted in 2009; this district was based on the 2005 Independence Square Revitalization Plan which had a focus more on facade upgrades, repurposing, or infill on empty lots with the intent of strengthening its historical architecture influence and style. Unfortunately, this District was never implemented and has become out of date with current market conditions and the recently adopted Reshaping the Square Redevelopment Plan.

Mr. Scannell noted the HSQ District is intended to be applied to the Independence Square generally between Pleasant Street to the west, Walnut Street to the south, Truman Road to the North and the railroad tracks to the East of Noland Road. The purpose of the District is intended to preserve and enhance the unique character of the City's historic square area. It aims to create a vibrant, artistic, safe, and bustling downtown filled with new residents, thriving eateries, and entertainment where friends and family can enjoy their surroundings. This district is an active center of living and commerce, showcasing the history and architecture unique to Independence.

Mr. Scannell stated this amendment is a key step in the implementation of Reshaping the Square master plan and creates a set of redevelopment standards designed to closely align with the objectives outlined in this Plan.

Chairwoman Wiley questioned if she could vote on this case due to her working on the Square Master Plan. Mr. Langford stated she did not need to recuse from voting.

Chairwoman Wiley questioned if the City is giving up anything by doing this amendment. Mr. Scannell said it should be easier for revitalization and the City would not be giving anything up. Mr. Scannell stated the Master Plan did account for the demolition of City Hall and the Police Department.

In response to Commissioner Nesbitt's question, Mr. Scannell reviewed what changes there would be within the HSQ District. He noted the transition zone would allow for more flexibility that it could be residential or non-residential. Mr. Scannell said this is only a UDO Amendment and does not have any tax incentives.

Commissioner O'Neill said it sounds like this will make zoning easier for developers.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 5, No 1, Abstained 0.

ROUNDTABLE - NEXT MEETING AUGUST 12, 2025

Info Only - Case 25-100-16 – Rezoning – 2310 S. Harvard – was withdrawn.

Commissioner Nesbitt stated he would like staff to look into the driveways for short-term rentals and bed and breakfast. Mr. Scannell said staff could look into parking and report back to the Planning Commission.

In response to Commissioner Ashbaugh's question, Mr. Scannell said if there is a site plan, light standards do apply.

ADJOURNMENT

The meeting was adjourned at 8:00 p.m.

BILL NO. 25.078
ORDINANCE NO. 19724

AN ORDINANCE REPEALING SECTION 14-901 "HSQ DISTRICT" AND ADDING A NEW SECTION 14-901 "HSQ DISTRICT" OF THE UNIFIED DEVELOPMENT ORDINANCE.

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

WHEREAS, after its adoption, clarification was needed to address this requirement and it was decided to revise this item; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on July 29, 2025, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 5-1; and,

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

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

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

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

SECTION 1. That Section 14-901, "HSQ District" of the Unified Development Ordinance is hereby repealed in its entirety as of the effective date of this ordinance.

SECTION 2. That a new Section 14-901, "HSQ District", attached hereto and made part of hereof is hereby added to the Unified Development Ordinance, to read as follows:

14-901 HSQ, HISTORIC DOWNTOWN SQUARE DISTRICT

14-901-01 Intent & Applicability

14-901-01-A. Intent. The Historic Downtown Square district (“HSQ”) is a special-purpose zoning classification intended to preserve and enhance the unique character of the City's historic square area. It aims to create a vibrant, artistic, safe, and bustling downtown filled with new residents, thriving eateries, and entertainment where friends and family can enjoy their surroundings. This district is an active center of living and commerce, showcasing the history and architecture unique to Independence.

14-901-01-B. Application. The HSQ district establishes standards that vary from the underlying base zoning. If the provisions of the district are inconsistent with Chapter 14 of Independence’s Code of Ordinances, the provisions of this district apply. If the provisions of the district are inconsistent with a Historic overlay district (“HD”), the provisions of the historic overlay district apply. Existing Planned Unit Development (“PUD”) districts are exempt from the HSQ overlay district standards. However, new PUD districts shall comply with the HSQ district.

- a) *Façade Changes.* Compliance with this article applies to façade changes to existing buildings.
- b) *New Development.* Compliance with this article applies to all new buildings constructed within this district.
- c) *Enlargements and Expansions.* Full compliance with this article applies only to the exterior enlargement or expansion area.
- d) *Change of Use or Occupancy.* Compliance with use standards applies whenever the use or occupancy of a property changes.
- e) *Signs.* Compliance with the sign standards in the HSQ district and any standards of Article 14-504 that are not inconsistent with this Section apply when a sign permit is required.

14-901-01-C. Approvals. The Director will process applications for façade changes, new development, enlargements, expansions, change of use or occupancy, and signs that conform fully with the standards in this Section through the procedures of Sections 14-705 and 14-708 of the Unified Development Ordinance. However, applications that require additional reviews and approvals (including Planning Unit Development, Historic Overlay District review, variances, and special use permits) must comply with the procedures set forth in Article 7.

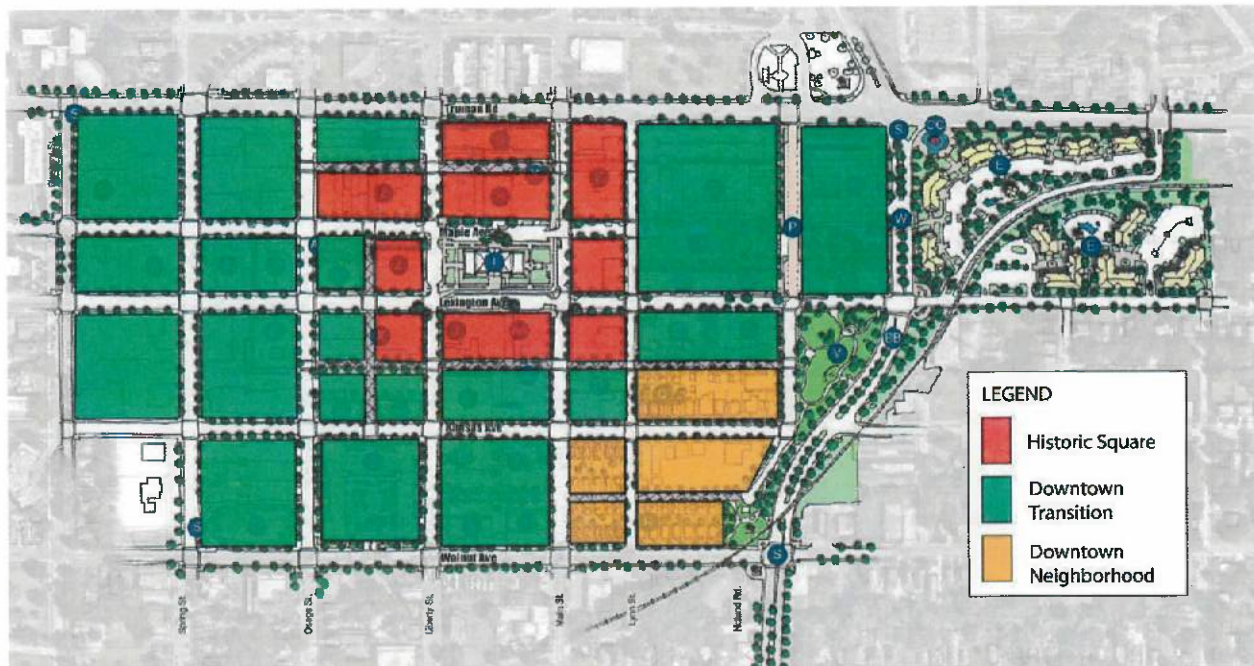
14-901-01-D. Exemptions. The Director may approve of deviations and exemptions from the standards of this district provided alternative compliance meets the intent of the HSQ District.

14-901-02 Allowed Uses

14-901-02-A. Use Table. The column of Table 901-1 lists the groups, categories and types allowed and are further defined in Article 14-200. Uses are allowed in the HSQ district in accordance with Table 901-1, below.

14-901-02-B. Sub-District Descriptions. Map 901-1 delineates the district boundaries of the Historic Square District and is considered to be part of the official Zoning Map.

- a) *Historic Square.* This sub-district is intended to preserve and reinforce the traditional pattern of development within and directly adjacent to the downtown square. This district emphasizes active first-floor commercial activities.
- b) *Downtown Transition.* This sub-district is intended to enable a variety of commercial, mixed-use, and residential uses in a compact, walkable setting. The design standards within this district are more flexible to accommodate a broader range of uses, including for adaptive reuse.
- c) *Downtown Neighborhood.* This sub-district provides an opportunity to allow a range of compact, “middle” housing types such as townhomes, walkups, and compact single-family homes to support access to the goods and services offered by adjacent areas. This sub-district is residential in nature and reinforces the walkability of the area.



Map 901-1. Allowed Uses: Subdistrict Map

14-901-02-C. Permitted Uses. Uses identified with a "P" are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance. Principal uses must be within structures that meet the definition of a "building", and may not be permitted within mobile homes, camper trailers, or portable facilities on skids,

wheels, or other moveable devices.

14-901-02-D. Permitted Uses with Minimum Use Standards. Uses identified with a "C" are permitted as-of-right, subject to compliance with the use standards referenced in the right column of Table 901-1, and all other applicable standards of this development ordinance.

14-901-02-E. Special Uses. Uses identified with an "S" may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-901-02-F. Prohibited Uses. Uses not listed and those identified with a "—" in are expressly prohibited.

14-901-02-G. Supplemental Standards. The "Supplemental Standards" column of Table 901-1 identifies use-specific standards that apply to some uses. Compliance with those standards is required.

TABLE 901-1: USE DISTRICTS & ALLOWANCES

	Use Sub-Districts			
	Historic Square	Downtown Transition	Downtown Neighborhood	Supplemental Standards
RESIDENTIAL				
Household Living				
Detached House – Small Lot			P	
Townhome		S	P	14-901-04 Residential Development Standards
Two-Unit House		S	P	
Multi-Unit House		S	P	
Apartments – Small Walkup (12 units or less)	S	P	P	
Apartments – Greater than 12 units	S	P		14-901-03 Mixed-Use & Nonresidential Development Standards
Mixed-Use Building	P	P		
Group Living*	C/S	C/S	C/S	
<i>* Excludes Residential Group homes as defined by Sec. 14-200-02-A, par. 2, which are allowed as detached houses.</i>				
PUBLIC/CIVIC				
Library/Cultural Exhibit	P	P	P	
Basic Utilities	P	P	P	
Colleges	P	P		
Community Service	C/S	C/S	C/S	
Daycare	P	P	C/S	
Medical Centers	P	P	—	
Parks and Open Areas	P	P	P	
Religious Institutions	P	P	P	
Schools	P	P	P	
COMMERCIAL				

TABLE 901-1: USE DISTRICTS & ALLOWANCES

Use Sub-Districts				
	Historic Square	Downtown Transition	Downtown Neighborhood	Supplemental Standards
Adult Business	—	—	—	
Animal Service		P		
Sales and grooming	P	P	—	
Veterinary	P	P	—	
Other	—	—	—	
Commercial Outdoor Recreation	C/S	P	—	
Commercial Parking, Non Accessory	—	S	—	
Commercial Parking, Accessory	—	P	—	
Eating and Drinking Establishments	P	P	—	
Tavern or nightclub	P	S	—	Maximum gross floor area: 5,000 sq. ft.
All other eating/drinking establishments	P	P	—	
Drive-in and drive-through facilities	—	S	—	
Entertainment and Spectator Sports			—	
Indoor small venue (1—149 capacity)	P	P	—	
Indoor medium venue (150—499 capacity)	P	S	—	
Indoor large venue (500+ capacity)	S	S	—	
Outdoor (all sizes)	S	S	—	
Financial Service			—	
Pawn shop	—	—	—	
Short-term loan service	—	—	—	
All other financial services	P	P	—	
Food and Beverage Retail Sales	P	S	—	
Lodging			—	
Bed and Breakfast	P	P	—	
Hotel/motel	P	S	—	
Short Term Rentals	P	P	P	14-424 - Short-Term Rental
Medical Service	P	P	—	
Office	P	P	—	
Personal Improvement Service	P	P	—	

TABLE 901-1: USE DISTRICTS & ALLOWANCES

	Use Sub-Districts			Supplemental Standards
	Historic Square	Downtown Transition	Downtown Neighborhood	
Quick Vehicle Servicing	—	—	—	<i>Retail uses may not occupy more than 15,000 square feet of gross floor area on any single floor, unless it is a grocery store or otherwise permitted by the Director.</i>
Repair or Laundry Service	P	P	—	
Retail Sales and Service	P	P	—	
Sports and Recreation, Participant			—	
Indoor	P	P	—	
Outdoor	—	S	—	
Mini-storage Facilities	—	—	—	
Vehicle Repair	—	—	—	
Mobile Food Vending	C/S	C/S	—	Sec. 5.01.027
INDUSTRIAL				
Manufacturing, Production and Industrial Service				
Artisan	P	P	—	
Limited	—	C/S	—	
General	—	—	—	
Outdoor Storage of goods or materials	—	—	—	
Vehicle Sales and Services	—	—	—	
OTHER				
Wireless Communication Facility	S/C	C/S	C/S	Section 14-410
Outdoor Storage of goods or materials	—	—	—	
Agriculture	—	—	—	
Aviation and Surface Passenger Terminals	—	—	—	
Detention Facilities	—	—	—	
Mining	—	—	—	
Rail Lines and Utility Corridors	C/S	C/S	—	

14-901-03 Mixed-Use & Nonresidential Development Standards

14-901-03-A. Development Standards – Generally. The development standards of this section apply to all development within the HSQ district, except for residential buildings of 12 units or less. Residential buildings of 12 units or less shall comply with Section 14-901-04. The lot and building standards are determined based upon the property's proximity to the historic square. Properties that abut the Historic Square frontage area must comply with the associated standards set forth in Table 901-2 below.



Map 901-2. Frontage Areas Map

TABLE 901-2: MIXED-USE & NONRESIDENTIAL DEVELOPMENT STANDARDS

	Frontage Types	
	Historic Square	Downtown Transition
Lot Size [1]		
Lot Size (maximum)	1 acre	3 acres
Height (maximum) [2] [6]		
	4 stories*	6 stories
<i>*Residential Mixed Use and Hotels may have a height bonus of an additional two stories, with a maximum height of 6 stories.</i>		
Frontage & Setbacks [3]		
Building Frontage (minimum)	65%	50%
Front Lot Line (minimum and maximum)	0 – 5 ft	0 – 20 ft
Exterior/Street Setback (maximum)	10 ft	20 ft
Interior Side Setback (maximum) [4]	5 ft	10 ft
Street Side Setback (maximum)	10 ft	20 ft
Rear Yard Setback (minimum)	0 ft	10 ft
Rear Yard Setback (abutting alley) (minimum)	0 ft	5 ft
Rear Yard Setback (abutting residential) (minimum)	15 ft	15 ft

TABLE 901-2: MIXED-USE & NONRESIDENTIAL DEVELOPMENT STANDARDS

Massing & Façade Composition Standards		
First Floor Transparency	60% - 90%	40% - 65%
Upper Floor Transparency	15 – 45%	15 – 45%
Wall Plane Limits (maximum)	80 linear feet; and 500 s.f.	100 linear feet; and 1,000 s.f.
Maximum Spacing of Entrances [5]	1 per 50 ft	1 per 75 ft

Notes: "Ft" = feet, "s.f." = square feet

[1] If a lot touches the Historic Square Frontage on any side, the Lot Dimension standards of that frontage type must be followed.

[2] If a lot touches the Historic Square Frontage on any side, the height limitations of the Historic Square Frontage apply within a setback of 50 feet. For the purposes of this ordinance, height shall be measured from the highest elevation curb of the abutting street adjacent to the subject property

[3] Minimum Building Frontage, Front and Side Yard Setbacks may be expanded to accommodate usable open space according to 14-901-05-C. Usable Open Spaces.

[4] Non-street setbacks shall be as specified by the building code for each building class.

[5] For corner buildings, any entrance feature located on the corner may count for the first-entry requirement for both sides. The second required entry feature may be located 75 feet from a corner entrance on the Historic Square Frontage.

[6] For the purposes of this section, building stories shall be measured as the part of the building between the surface of one floor and the surface of the floor above, or if there is no floor above, that part of the building which is above the surface of a floor and the ceiling next above. Residential building stories shall be 9 to 14 feet in height, and nonresidential building stories shall be 12 to 20 feet in height. The space under a sloping roof that has a line of intersection of the roof and wall face not more than 2 feet above the floor level and in which the possible floor area with head room of 5 feet or less is at least 40% of the total floor area of the story directly beneath.

14-901-03-B. Frontage & Setback Exceptions & Adjustments. The following exceptions apply to all development within the HSQ district:

- a) *All Projections.* Any projections over public rights of way or any similar area designed for pedestrian circulation, such as bay windows, balconies, canopies, chimneys, eaves, cornices, open fire escapes, egress wells, or other non-foundational overhangs, may extend up to 4 feet from the foundation and encroach into the setback, but no closer than 3 feet from any lot line. Projections shall be at least 8 feet above the grade, and in no case within 5 feet of any curb for a street, access drive, or other area designed for vehicles. All projections shall receive approval from the appropriate entity prior to installation.
- b) *Utility Equipment.* Ground-mounted mechanical equipment, meters, and utility boxes accessory to the building may be in the side or rear setback provided that it extends no more than 6 feet from the principal building, no closer than three feet to the lot line, and is screened from public right-of-way by structures or landscape. These limitations do not apply to any utility structures, otherwise authorized to be in easements or rights-of-way, subject to the design standards of those specific authorizations.

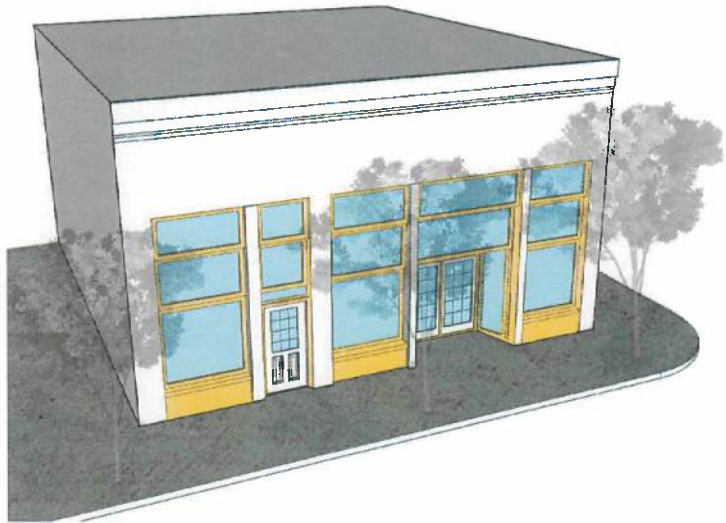
- c) *Entrances.* Entrances such as porticos, stoops, or unenclosed porches may extend up to 6 feet into the required front setback. Entrances shall not encroach on any easement; encroachments must ensure a minimum of 5 feet of passable sidewalk width.
- d) *Usable Open Space Frontage.* Usable open space along the lot frontage, including patios, courtyards, outdoor recreational areas, and outdoor entertainment venues, shall conform to the site design standards in Section 14-901-05-C.

14-901-03-C. Height Exceptions & Adjustments. The following are exceptions to the height limits in Table 901-2:

- a) Building elements integral to the design and construction of the building, such as parapet walls and false mansards, may extend up to 6 feet above the roof deck of a flat roof.
- b) Architectural features such as chimneys, ornamental towers or spires, and similar accessory features that are cumulatively less than 20 percent of the building footprint must match the building height.
- c) Functional and mechanical equipment such as elevator bulkheads, cooling towers, smokestacks, roof vents or other equipment may be built up to their necessary height in accordance with building codes, provided they are screened according to the standards of this section.
- d) Accessory site structures (such as flag poles, monuments, or water towers) may have a height limit of 50 feet but shall be setback at least 1/3 its height from the property line.

14-901-03-D. Ground-Floor Transparency. Buildings shall have the percentage of openings specified in Table 901-2 based on the following:

- a) The transparent façade must be comprised of windows between 2 and 10 feet above the sidewalk or transparent doors that allow clear views of indoor space or product display area.
- b) The bottom of any window or product display window used to satisfy these transparency requirements may not be more than 2 feet above the adjacent sidewalk.
- c) Transparent facades must be comprised of clear, non-reflective windows.
- d) Display windows that do not provide views into the interior of the building may be counted towards satisfying up to 50 percent of the minimum transparency requirements, if they are internally illuminated and are



at least 2 feet in depth.

- e) On corner lots, the ground-floor transparency requirement applies along the front of the building; any building wall abutting or facing an exterior lot line shall have a minimum transparency of 30 percent.

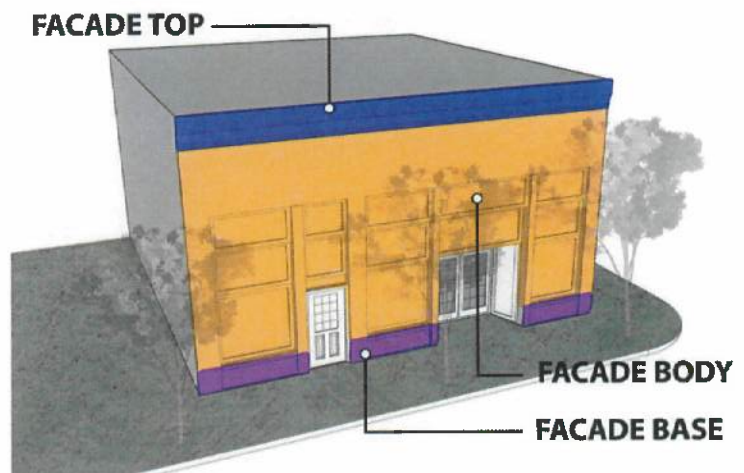
14-901-03-E. Doors and Entrances.

- a) Primary entrances shall provide direct public access from the adjacent rights-of-way. Properties abutting the Historic Square frontage must provide at least one primary entrance on that frontage.
- b) On corner lots, corner entrances are required unless waived by the Director.
- c) Building entrances may include doors to individual shops or businesses, lobby entrances, entrances to pedestrian-oriented plazas or courtyard entrances to a cluster of shops or businesses.
- d) Buildings that abut an alleyway must have at least one secondary entrance per building.
- e) The entrance width may not exceed 12 feet or 5 percent of the building's street-facing facade width. The entrance depth may not exceed the entrance width; and the entrance may not exceed 2 stories in height.
- f) A principal entrance shall be marked by one or a combination of elements:
 - 1. A single-story architectural emphasis such as canopies, porticos, overhangs, or arches.
 - 2. Display windows that frame and emphasize the entry.
 - 3. Architectural details such as tile work or other similar material changes.
 - 4. Integral planters or wing walls associated with a recessed or projecting entry court or plaza that integrates more formal landscape and hardscape designs.

14-901-03-F. Façade Composition & Articulation.

- a) Façades shall be broken into smaller components, establishing a base, body, and top of the building, by one or a combination of the following techniques at intervals specified in Table 901-2:

- 1. Blank walls and wall planes shall be broken up clearly with elements that add architectural interest and variety, such as



projections of at least 1 foot, recesses, offsets, windows, painted features, or blank window openings trimmed with frames, sills or lintels.

- b) **Façade Composition.** Table 901-3 establishes Primary Materials (“PM”), Secondary Materials (“SM”), and Prohibited Materials (“-”). Primary Materials are allowed on all stories of a structure. Secondary Materials may be used as accent on the first story and shall not exceed 30% of the first story façade. Permitted secondary materials may be used on the second story and above of a structure or for the required building elements. In addition to the allowed materials of Table 901-3, the following standards shall apply:
1. When a specific material cannot be readily classified, the Director is authorized to determine the most similar, thus most appropriate, material based the appearance, durability, method of installation, and location of the material. The Director may also reference relevant information provided by the International Building Code.
 2. Preservation or restoration of original facade materials is desired in existing structures. Applied ‘faux’ facades or other not permitted non-original materials are not desired.
 3. Wood and metal may encompass more than 30% of a first-floor façade when used in a clearly articulated first-floor storefront system.
 4. Painting masonry shall be considered on a case-by-case basis. The Director may consider relevant information when making the decision.



TABLE 901-3: ALLOWED ARCHITECTURAL MATERIALS

Material	Front and Street Side	Side and Rear
Brick	PM	PM
Stone	PM	PM
Cast Stone	PM	PM
Façade Glass [1]	SM	PM
Terra Cotta	PM	PM
Tile	PM	PM
Concrete	SM	PM
Stucco	SM	PM
Metal	SM	SM
Wood	SM	SM
Fiber Cement	-	SM
Fiberglass Replication	SM	SM
Concrete Masonry Unit	-	SM
Split Faced Block	-	SM
Glass Block	-	SM
EIFS	-	SM

[1] For the purposes of this ordinance, first-floor and upper-floor windows complying with the transparency requirements of Table 901-2 are exempt from the maximum façade coverage area for secondary materials.

14-901-04 Residential Development Standards

14-901-04-A. Residential Buildings. Permitted residential buildings of 12 units or less in the HSQ district must comply with the lot and building standards of Table 901-4, except as otherwise expressly provided. Rules for measuring compliance with the lot and building standards established in Table 901-4 and applicable exceptions to the standards can be found in Article 14-202. The Residential Building Types are defined below:

- a) **Detached House – Small Lot.** A residential building designed for one primary dwelling unit on a lot that is more compact than conventional standards.
- b) **Townhome.** An attached residential unit that is part of a multi-unit building designed to accommodate three to eight dwelling units. Each unit is separated by a common sidewall with a side-by-side configuration, and each has its own private entrance.
- c) **Two-Unit House.** A residential building designed to accommodate two primary dwelling units, with an outward design, scale and appearance similar to a Detached House. Variants of this type are primarily based on context, and how the frontage is designed to be compatible with the neighborhood character. They include side-by-side, up-down, or front-back configurations.
- d) **Multi-Unit House.** A residential building designed to accommodate two to four dwelling units. They include side-by-side, walkup, or front-back configurations.
- e) **Apartments – Small Walkup.** A small scale, multi-unit residential building designed on a small or moderate-sized lot in an urban neighborhood or mixed-use setting composed of 12 units or less per building. The building is accessed by a common lobby entrance at building frontage and arranged to integrate into the block structure of a neighborhood.

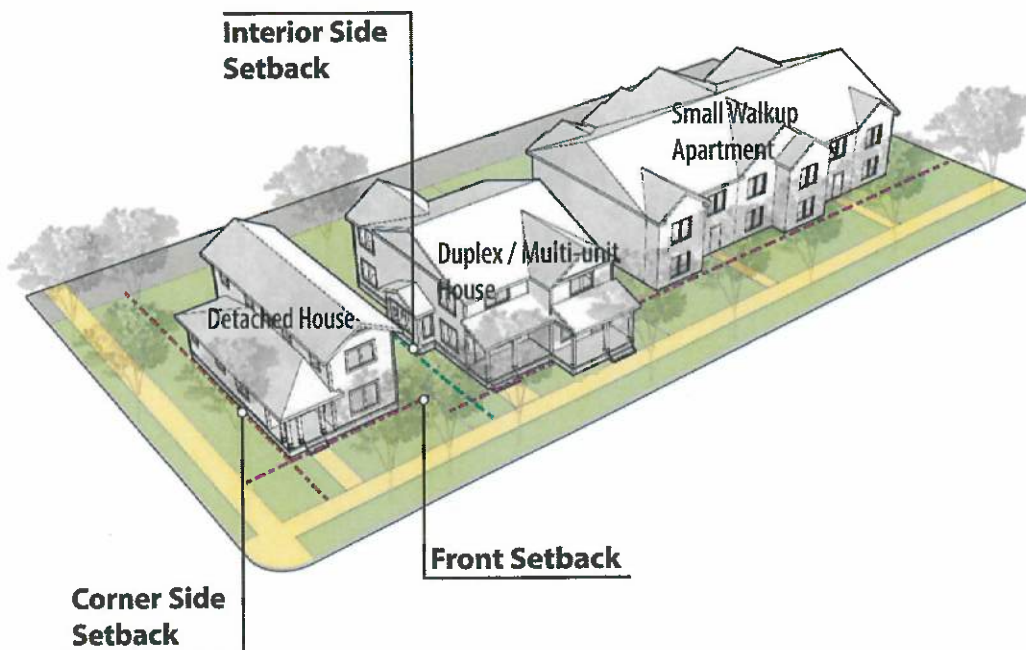
TABLE 901-4: RESIDENTIAL BUILDING STANDARDS

	Detached House – Small Lot	Townhome (up to 8 units per building)	Two-Unit House	Multi-Unit House (2-4 units)	Apartments – Small Walkup
Lot Size					
Lot area (minimum)	2,500s.f.	1.5K s.f. per unit	4K s.f. per building	4K s.f. per building	6K s.f. per building
Lot area (maximum)	5,000s.f.	4K s.f. per unit	8K s.f. per building	12K s.f. per building	14K s.f. per building
Lot width (minimum)	25 ft	20-35 per unit	40 ft	40 ft	50 ft
Maximum Height [2]	2.5 stories	2.5 stories	2.5 stories	2.5 stories	3 stories
Setbacks					
Front Lot Line (maximum)	10 ft	30 ft	30 ft	35 ft	35 ft
Interior Setback(minimum)	5 ft	5 ft [1]	7.5 ft	7.5 ft	10 ft
Corner Side Setback (minimum)	15 ft	15 ft	15 ft	15 ft	10 ft

Notes: "Ft" = feet, "s.f." = square feet

[1] Row houses and side-by-side multi-unit houses (i.e., duplex), may be platted for individual ownership of the unit and lot, with a 0' interior side setback.

[2] For the purposes of this section, building stories shall be measured as the part of the building between the surface of one floor and the surface of the floor above, or if there is no floor above, that part of the building which is above the surface of a floor and the ceiling next above. Residential building stories shall be 9 to 14 feet in height, and nonresidential building stories shall be 12 to 20 feet in height. The space under a sloping roof that has a line of intersection of the roof and wall face not more than 2 feet above the floor level and in which the possible floor area with head room of 5 feet or less is at least 40% of the total floor area of the story directly beneath.



14-901-04-B. Accessory Dwelling Units (“ADU”). Where permitted, secondary dwelling units accessory to the principal residential use are subject to the following standards:

- a) One accessory dwelling unit is allowed per lot.
- b) ADUs shall be located within the principal building (such as an attic or basement apartment), or within an existing detached accessory building.
- c) The accessory dwelling shall not exceed 50% of the living area of the principal dwelling unit, or 1,200 square feet, whichever is less.
- d) Accessory dwelling units must meet all city building codes.
- e) The property owner shall occupy either the principal or accessory dwelling as their permanent residence. A certificate of occupancy shall be issued by the city prior to use as a dwelling unit.
- f) The accessory dwelling shall be clearly subordinate to the principal dwelling through the location of parking, access, building entrances and other design features that accommodate the dwelling. Only one entrance to the ADU may be visible from the front street. For the purpose of this regulation, the front street shall be defined as the street on which the primary structure is addressed. Exterior stairways shall not be constructed on the front of the primary structure.
- g) The design of the ADU shall be consistent with the design of the primary structure and shall maintain the style, appearance and character of the main building, and shall use matching materials, colors, window style, and comparable roof appearance.
- h) No additional parking spaces are required. A maximum of one additional off-street parking space may be provided for the ADU and shall be paved.
- i) The ADU shall comply with all standards for health and life safety codes, building codes, as well as zoning codes as adopted by the City, except as provided in this chapter.
- j) The ADU may be served by the existing primary structure’s sewer and water connections and water meter, provided the services are adequate. The water meter size



shall not be increased for the purpose of serving the ADU. This provision may be waived by the Director if water and sewer connections are determined to be inadequate.

- k) The land on which the ADU is located shall not be subdivided or otherwise segregated in ownership from the primary structure or the land on which the primary structure is located.
- l) Detached ADUs are considered accessory structures and shall comply with the regulations set forth in 14-400 - ACCESSORY USES AND STRUCTURES.

14-901-05 Site Design Standards

14-901-05-A. Vehicle Parking Facilities. Where the construction, expansion, or alteration of parking occurs, the following standards shall apply:

- a) *Understated Parking Required.* Parking facilities shall not directly abut the same street as the primary entrance of principle buildings within the HSQ district. Any off-street parking provided must be located behind, within, or under the building. When the depth of the lot is insufficient to meet these requirements, parking facilities may be located to the side of the building, provided that it does not occupy more than 30 percent of the lot's primary street frontage and is screened according to the standards provided in Section 14-901-06.
- b) *Vehicle Access.* Access drives, when provided, must be taken from alleys or secondary streets, not abutting the Downtown Square frontage where available. Access may come from the primary street if the Director finds that no access alternatives exist. Driveways and access points shall be a minimum of 20 feet in width, or include two access points of at least 10 feet in width, to accommodate two-way vehicle circulation. Alternative access plans may be approved administratively by the Director when topographical or site conditions constraints exist. Alternative access plans must provide equivalent circulation and traffic mitigation as the requirements above and not obstruct pedestrian access or flow along the street frontage.
- c) *Off-Street Parking Minimums.* No off-street parking is required for nonresidential uses less than 4,000s.f. Residential buildings of 12 units or more are required to provide off-street parking at a rate of 0.5 spaces per unit, unless the residential units are located inside a building that fronts on the Historic Square frontage
- d) *Off-Street Parking Maximums.* Where off-street parking is required, no use shall provide more than 150% of the minimum parking ratios provided in Section 14-501-13, unless documented evidence of actual parking demand based on studies of similar



uses in similar contexts is accepted by the Director.

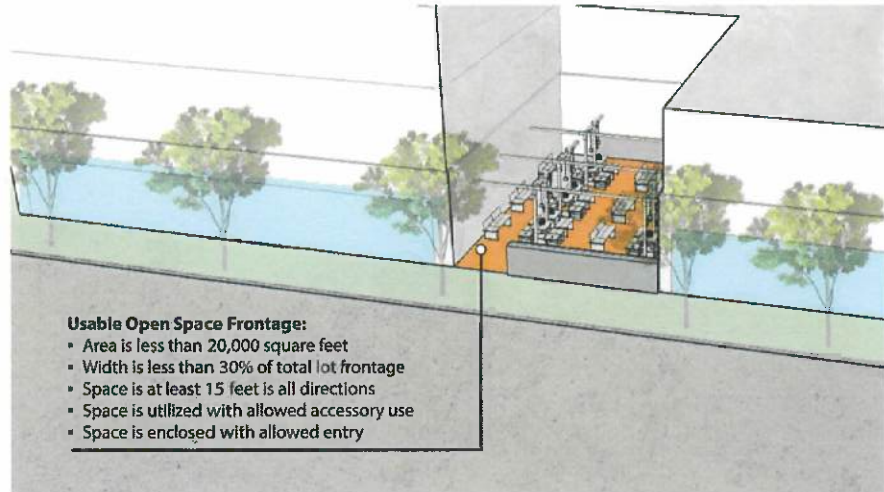
- e) *On-Street Parking Credit.* All on-street parking within 600 feet of any lot frontage shall count towards the parking requirement at a rate of 0.33 space for every one on-street spaces. In situations where on-street parking does not extend more than 100 feet beyond the subject property, on street parking abutting the lot may count towards the parking requirement at a rate of 0.67 spaces for every one space. The street must be paved, with sidewalks that are ADA accessible. An on-street parking space shall not be counted if it is restricted in its use as a designated loading, taxi, or other special use zone or if parking is prohibited for more than five hours in any 24-hour period.
- f) *Public Parking Credit.* Any parcel with boundaries within 1,000 feet of a public parking area may reduce the required vehicle parking at a rate of one space for every two required parking spaces.
- g) *Shared Parking.* Required parking may be reduced for any site containing multiple uses, or for adjacent sites with different uses, to reflect different peak parking periods associated with the uses. Any shared parking arrangement shall require an agreement among all landowners participating in the agreement to ensure access, joint use, maintenance, and other operational issues. The agreement shall be recorded with each participating property. A shared agreement may also be approved based on a joint parking study for the sites and uses demonstrating adequate parking during peak hours for all parties to the agreement.
- h) *Bike Parking.* All on-site bicycle parking may reduce the required vehicle parking at a rate of one space for every four bicycle parking spaces up to a maximum of 15% of the required vehicle parking.

14-901-05-B. Alleys. An alley is a narrow accessway typically provided at the rear of residential lots and commercial areas, providing necessary vehicular access to garages or other parking areas. Alleys also support service accommodations, such as utilities, drainage, and trash pick-up. Newly constructed alleys shall be at least 18 feet wide to accommodate slow moving two-way vehicular access and emergency vehicles. Lots abutting alleys may include pedestrian-oriented improvements and modifications to the space, subject to the following standards:

- a) Entrances facing an alley may be designed as storefronts, incorporating the elements pertaining to façade design standards of Table 901-2. Rear setback requirements may be adjusted to accommodate usable open spaces, subject to the standards of 14-901-05-C.
- b) Lights may be installed at a minimum of 14 feet above the pavement and include an accessible shut-off switch for emergencies.
- c) Landscaping elements containing noninvasive plant species are encouraged but shall not encroach into the alley's right-of-way. Plants shall not damage masonry or paving surfaces.
- d) Signs must comply with 14-901-07 Signs.
- e) Movable seating may encroach up to 4 feet into the alleyway during tenant business hours. Seating must be easily movable to maintain vehicular and emergency access, and must not encroach within the right-of-way outside business hours.
- f) Temporary use and closure of public alleys shall require a special event permit by the City of Independence.



14-901-05-C. Usable Open Spaces. Table 901-5 provides minimum required open space standards for new buildings. The setback requirements may be adjusted to accommodate usable open spaces along a streetscape or alleyway, such as patios, courtyards, outdoor recreational areas, and outdoor entertainment venues. Open spaces must follow the following site design standards:



- Open space must directly abut the streetscape or an alley.
- Open space shall not exceed 30% of the total lot frontage.
- Open space shall be at least 15 feet in all directions. Open space shall not exceed 20,000 square feet.
- Open space may be used for dining, gathering, recreation, or similar uses. Open space shall not be used for outdoor storage. Outdoor uses shall be accessory to the principal use.
- Open space may be enclosed with a permanent rail or wall constructed of metal, masonry, or wood, not exceeding 36 inches in height. Enclosed usable open spaces may include an entry along the perimeter to accommodate public access of at least 36 inches wide.
- Open space shall be designed as active social space and shall not be interpreted as vehicular use areas such as parking or loading facilities, landscape areas, or stairways.
- At a minimum, open space shall be designed to include two of the following elements: Movable furniture; Interactive art installation; Planters with seasonal or ornamental plantings; Water element such as a fountain; Shade elements.

TABLE 901-5: REQUIRED OPEN SPACE

Building Size (Footprint)	Required Open Space [1]
Under 5,000 s.f.	No minimum requirement
5,000 – 10,000 s.f.	5% of the building footprint
10,001 – 40,000 s.f.	10% of the building footprint
Over 40,000 s.f.	15% of the building footprint

[1] The requirement for open space in residential and mixed-use buildings with greater than 12 units per building may count up to 50% of the required space through private spaces only accessible to the unit, such as balconies or interior courtyards. If private balconies are counted, each space must contain at least 4 feet of depth and 8 feet of width.

14-901-06 Streetscape, Landscaping & Screening

14-901-06-A. Sidewalks. Sidewalks are required for all developments and must be constructed in accordance with the Public Works Manual.

- a) Sidewalks are required to be constructed and shall be at least 10 feet wide, and include a clear walking path at least 5 feet wide, a pedestrian buffer zone between the building frontage and the walking path, and a planting zone for street between the walking path and the curb. Part of the sidewalk width may be located on private property. The sidewalk dimension shall be measured from back of curb to building facades or parking lot screening and other landscaping.
- b) When the existing sidewalk width is less than 12 feet, structures shall be allowed no closer than 12 feet from the back of the curb. The required sidewalk width may be reduced by approval of the Director, based on the historic building setback line of existing adjacent building(s) within the Historic Square frontage or a historic district. In no case shall the setback be reduced below 9 feet from the back of the curb unless on-street parking exists between the building and the street.
- c) When the existing sidewalk width is greater than the bare minimum of 12 feet, the sidewalk environment shall be designed to meet functional and aesthetic goals. New development shall not reduce or encroach upon the existing sidewalk width.
- d) A clear distance (unobstructed width) of at least 5 feet is required for all sidewalks along public streets.



14-901-06-A. Street Trees. Street trees are required along all city streets in HSQ district. Larger projects which require modifications to the public sidewalks abutting the parcel boundaries must install street trees when reconstructing the public right-of-way. Where the public sidewalk is reconstructed, the following standards apply:

- a) One tree shall be provided for every 25 to 40 feet street frontage. This requirement is measured and calculated for each individual street frontage, not from an overall street frontage for the development. The Director may approve a master street tree plan that varies from this requirement to allow for driveways, utilities, and intersection visibility requirements.
- b) Larger shade trees with spreading canopies or branches are desirable where possible. Species of street trees within the public rights-of-way shall comply with Section 14-503-17 and Section 13.02.011 of the City Code.
- c) Street trees shall be planted between the curb and the walking path of the sidewalk. When automobile traffic lanes are immediately adjacent to the curb, new street trees must be planted at least 3 feet from the edge of the roadway.
- d) Street trees, tree grates and other landscaping shall be maintained and irrigated by the adjacent property owner. If the adjacent property owner fails to maintain the adjacent street trees and other landscaping, the City may perform the required tree and other landscaping work at the abutting property owner's expense. If overhead power lines are present, street trees shall be limited to a mature height of 25 feet to avoid conflict with utility lines and maintenance crews.
- e) Where tree grates are installed, they shall be ADA compliant and have a similar size and material as tree grates found in adjacent developments.

14-901-06-B. Screening, Fencing & Walls. Uses and development in the HSQ district are subject to other standards including the following:

- a) *Mechanical/Utility Equipment.* Dumpsters shall not be visible from the public right-of-way. Dumpsters and ground level mechanical/utility equipment must be in the rear yard or can be in the side yard if setback 10 feet from street. Access for dumpsters and mechanical/utility equipment may be shared with any access for required parking. Mechanical equipment on roofs must be screened from the ground level of nearby streets and residential areas. Mechanical equipment shall be screened by extended parapet walls or other roof forms that are integrated with the architecture of the building. Cell phone transmission equipment shall be blended in with the design of roofs.
- b) *Fencing & Freestanding Walls.* Fencing and freestanding walls shall be between 36 and 72 inches in height, and shall be fabricated using steel, iron, concrete, stone, or brick. Fences must meet or exceed 80 percent transparency. Barbed-wire, razor wire, metal sheeting, wood picket, stockade, chain link fencing, or similar materials are prohibited fencing materials in the HSQ District. The finished side of the fence or wall shall face the adjacent property or the street.

- c) *Retaining Walls.* Retaining walls shall not exceed 48 inches in height and must be constructed of brick, precast concrete, cast-in-place concrete-textured, stone or cast stone.
- d) *Screening for Unbuilt Frontages.* For any non-building portion of the lot frontage, or where buildings are setback more than 20 feet and the setback does not include Usable Open Space, additional trees shall be planted along the property line at the same interval to fill the void with vertical landscape elements. Any vehicular parking area permitted within 30 feet of the street shall be screened from the street edge with a two and one-half foot to four-foot wall or ornamental fence complementing the materials of the building, a dense landscape hedge, or a combination of both.

14-901-07 Signs

14-901-07-A. Sign Types & Allowances. All signage must receive approval of a sign permit, and shall comply with the following standards:

TABLE 901-6: SIGN TYPES & ALLOWANCES

Sign Type [1]	Number	Size
Wall Signs	1 sign per tenant with exterior entrance (multi-tenant building) – otherwise 3 signs per façade maximum	35% of façade area maximum
Awning or Canopy	Signs As allowed by Code	30 s.f. maximum
Marquee Signs	1 per tenant space	24 s.f. per face
Projecting Signs	1 per tenant space [2]	30 s.f. maximum
Monument Signs	Prohibited [14-901-07-B]	
<i>[1] All signs located on ground level shall be direct illuminated or backlit using LED lighting (“halo lit”). Signs on the second story and above may be direct illumination, internal illumination or halo lit. Sign lighting shall not exceed 1-foot candle onto the public rights-of-way as measured from the property line.</i>		
<i>[2] Multi-tenant buildings may combine projecting sign allowances into a single, multi-tenant projecting sign not exceeding 30 s.f.</i>		

14-901-07-B. Monument Signs. Monument signs are prohibited, unless on a lot with a minimum of 100 feet of frontage or the site is an official local or national historic landmark or a contributing building within an official local or national historic district. Where permitted, monument signs shall comply with the following standards:

- a) Monument signs shall not exceed 20 square feet in area and 4 feet in height.
- b) On interior lots, monument signs shall be set back a minimum of 5 feet from the property line. On corner lots, monument signs shall be set back a minimum of 10 feet from the property line or a distance back as necessary to meet sight triangle restrictions as determined by the city's traffic engineer.
- c) The sign must be attached to or incorporated into a freestanding wall or retaining wall.
- d) When attached to a wall or fence, monument signs shall not project more than 3 inches from the face of the wall or fence.
- e) Monument signs shall be set upon a solid base of material and constructed of primary materials matching the principal building. The area surrounding the monument sign shall be landscaped.

14-901-07-C. Wall Signs. Wall signs shall be permanently attached to the building and parallel to its surface, and shall comply with the following:

- a) Wall signs shall be die cut and/or channel letter signs.
- b) Signs located on the ground level of the building shall be pin-mounted.

- c) Raceway-mounted channel letter signs are allowed on the second story and above.
- d) Raceways shall be painted or designed to match the material on which the sign is affixed.

14-901-07-D. Roof Signs.

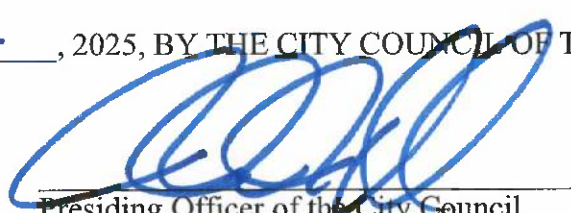
- a) Supporting structure for a roof sign must comply with all applicable engineering and code requirements.
- b) Roof signs shall be die cut and/or channel letter signs. Supporting structures must consist of the fewest number of supporting members without embellishments.
- c) Roof signs are permitted on buildings if the top of the highest portion of the roof is at least 30 feet above grade.
- d) The maximum horizontal dimension of a roof sign may not exceed 50 percent of the width of the wall it most closely parallels or 20 feet, whichever is less. The maximum height of a roof sign and its supporting structure may not exceed 6 feet, measured from the elevation of top of the highest parapet to the top of the sign. Roof signs shall not be constructed of wood.

14-901-07-E. Historical Signs. Historical wall signs, hand-painted signs, neon signs, and projecting signs that advertise closed or off-site businesses may remain and shall not count toward any signage requirements if established more than 25 years from the date of application. Historical signs may be removed and reinstalled for restoration. Historical signs may be replicated if the new sign is the same size and material. Retention of historical signs must receive approval by the Heritage Commission. In no case shall a pylon sign be considered a historical sign.

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

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

PASSED THIS 15th DAY OF Sept., 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.



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

ATTEST:



City Clerk



APPROVED - FORM AND LEGALITY:



City Counselor

REVIEWED BY:



City Manager

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the property at 1316 S. Osage Street from R-6, Single Family Residential, to R-6/PUD, Single Family Residential/Planned Unit Development, and approve a Preliminary Development Plan. ***New Information Only.***

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

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

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 7-29-25 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, July 29, 2025, and by the Independence **City Council** at 6 p.m., Monday, September 15, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-100-16 – Rezoning – 2310 S. Harvard – A request to rezone the property from R-12 (Two Family Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

Case 25-125-03 – Rezoning/ PUD – 1316 S. Osage Street – A request to rezone the property at 1316 S. Osage Street from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approve a Preliminary Development Plan.

Case 25-200-08 – Special Use Permit – 3417 S. Denton – A request for a Special Use Permit to operate a Bed & Breakfast.

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

Case 25-175-03 – UDO Amendment #74 – Historic Square District – A request to amend the Unified Development Ordinance pertaining to the Historic Square District.

The Planning Commission and City Council will conduct a full public hearing on this case.

Witness my hand this 8th day of July, 2025.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Jul 12, 2025

#####

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-079 **2R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 1316 S. Osage Street. **2R Item passes 6-0 Ord. No. 19725**

Recommendations:

Commissioner Nesbitt made a motion to recommend **APPROVAL** of this rezoning request, for property located at 1316 S. Osage Street, with the following conditions be included with the preliminary development plan:

1. This case will authorize the property's use as a childcare center (a zoning classification of childcare facility that permits more than 20 children).
2. A 6'72" solid fence shall be provided along the northeast side of the property (2,500 square feet in area) to encircle the childrens play area approval of this rezoning. This would require a building permit.
3. A van-accessible handicapped parking space along with the required signage shall be provided.
4. The 1,200-square foot kitchen will need to be reviewed by the health department during the building permit process.
5. Provide a photometric plan per the development plan regulations.

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

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Absent

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed 6-0 and such this application is forwarded to the City Council for its consideration.

Background:

A request by Michael Jones of Render's Hope Day School and Daycare to rezone the property from R-6 (Single-Family Residential) to R-6/PUD (Single-Family Residential/Planned Unit Development) and to approve a preliminary development plan.

Current Zoning: R-6 (Single-Family Residential)

Proposed Zoning: R-6/PUD (Single-Family Residential/Planned Unit Development)

Current and Continued Use: Church Facility

Zoning History 1965 – 1980: R-1 (Single-Family Residential)

1980 - 2009: R-1b (Single-Family Residential)

2009 - Present: R-6 (Single-Family Residential)

Property History:

The current R-6 zoning (and its similar antecedents) has been in place since 1965. This is overwhelmingly a single-family residential area, and religious and educational uses are classified as residential uses as well. Portions of the church were constructed from the 1950s through the 1990s.

Proposal:

Narthex Properties recently acquired the church and plans to lease it to two users, a church congregation and the Render's Hope Day School and Daycare Center. The center will serve the parishioners and other area families during the week.

Physical Characteristics of Property:

The existing structure and parking lot sit on an 87, 556-square foot, multiple-lot property located approximately a quarter of a block south of W. Southside Boulevard between S. Spring Street and S. Osage Street. The building lies at the northwest corner of the lot. There is a large front lawn with a few trees east of the building along S. Osage Street and a small green space behind the building along S. Spring Street. The remainder of the property is largely a paved parking area with a couple of grassy islands.

Characteristics of the Area:

The surrounding neighborhood is entirely single-family residential in nature (mostly bungalows and small ranches). The homes, dating from the 1920s to the 1960s, are on individual, leafy lots along two quiet residential streets.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

A related goal of the Independence for All Strategic Plan is to 'achieve livability...through quality neighborhoods.'

Comprehensive Plan Tools and Policies for the Current Designation:

This site, along with all the properties in the vicinity, is designated for 'Residential Established Neighborhoods' by the City's Comprehensive Plan. The related 'Tool and Policy,' would be to, 'Identify areas within Established Neighborhoods where Infill Development would be appropriate'.

Sub-Area Plans:

The property is not located within a sub-plan area.

Zoning:

As noted previously, this site has had single-family zoning since at least 1965. Permitted R-6

(Single-Family Residential) uses include single-family homes, churches, schools, home-based child-care centers, government buildings, parks, cemeteries, home gardens, and field crops. The proposed R-6/PUD (High Density Residential/Planned Unit Development) zoning classification could allow for a childcare center; an operation with more than 20 children.

Parking and Driving Surface:

The parking lot is accessible via two driveways off-of S. Spring Street and off-of S. Osage Street. The lot is broken up by two green medians on the west. There are 109 parking spaces (seven are handicapped spaces). Two of the handicapped spaces will need to be turned into one van-accessible handicapped space.

Building Elevation and Footprint:

The existing building façades and building footprint are not being expanded or changed. No new construction is anticipated.

Building Floor Plan and Spaces to be Used:

The daycare center will use 3,403.9 square feet of the 19,000-square-foot building, in seven classrooms, for 49 students. Four of the classrooms will be upstairs and three will be in the basement. There is a 1,200-square-foot kitchen, which will need to be reviewed by the health department during the building permit process. There will also be a storage area, and the basement rooms will be a tornado shelter. The applicant has provided an evacuation plan as well.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Water, sanitary sewer, and electrical services are already present on this property.

Floodplain/Stream Buffer:

This property is not in a federally identified flood zone or city designated Stream Buffer zone.

Landscaping/Screening:

Given no new construction on the property is planned (save the children's fenced play area), no additional landscaping will be required.

CIP Investments:

The city does not have any additional capital improvement projects planned near this area.

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 City's Comprehensive Plan envisions "Residential Established Neighborhood" uses in this area.

2. The consistency with the PUD standards of Section 14-902, including the statement of purpose.

This type of application is not expressly addressed in this section as it is not a new development, but it could ensure "that development can be conveniently, efficiently and economically served by existing and planned utility services".

3. The nature and extent of Common Open Space in the PUD.

The green space indicated by this application is not "common space;" it is the church's lawn.

4. The reliability of the proposals for maintenance and conservation of Common Open Space.

There is no real "common space" provided with this application, the applicant's landlord owns the entire property.

5. The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.

There is no real "common space" provided with this application.

6. The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services exists or provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.

The existing structure was designed and used by a congregation larger than the users of this secondary use. No changes to the existing site layout are proposed.

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.

Since this property has existed for many years, if rezoned, it is not expected that adverse impacts would occur to the neighboring properties.

8. Whether potential adverse impacts have been mitigated to the maximum practical extent.

The existing structure was designed to be used by a congregation larger than the users of this secondary use.

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 situation requires R-6/PUD zoning because R-6 zoning is for only family or group daycare and not a daycare center.

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 PUD will not expand the footprint of this church property.

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 25-125-03
2. Staff Report 25-125-03
3. Revised Application_Redacted
4. New Narrative_Redacted
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit

9. Aerial Site Plan
10. Revised Drawing
11. Floor Plan
12. Comprehensive Plan
13. Zoning Map
14. Planning Commission Meeting Minutes 07-29-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) TO DISTRICT R-6/PUD (SINGLE-FAMILY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 1316 S. OSAGE STREET.

WHEREAS, the application submitted by Michael Jones, requesting approval of a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and a preliminary development plan for property located at 1316 S. Osage Street was referred to the Planning Commission as required by the Unified Development Ordinance; and,

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

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held public hearings for the consideration of the request on July 29, 2025, and rendered a report to the City Council with its vote to recommend approval of this application passed by a vote of 6-0; and,

WHEREAS, 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:

SUMMIT REPLAT LOTS 95-102 & LOTS 107-112---LOT 112A

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. This case will authorize the property's use as a childcare center (a zoning classification of childcare facility that permits more than 20 children).
2. A 6 foot solid fence shall be provided along the northeast side of the property (2,500 square feet in area) to encircle the childrens play area approval of this rezoning. This would require a building permit.

3. A van-accessible handicapped parking space along with the required signage shall be provided.
4. The 1,200-square foot kitchen will need to be reviewed by the health department during the building permit process.
5. Provide a photometric plan per the development plan regulations.

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: July 29, 2025

STAFF: Brian L. Harker, Planner

PROJECT NAME: Render's Hope Day School and Daycare

CASE NUMBER/REQUESTS: **Case 25-125-03 – Rezoning/PUD – 1316 S. Osage Street** – A request to rezone the property at 1316 S. Osage Street from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approve a Preliminary Development Plan.

APPLICANT: Michael Jones, Render's Hope Day School and Daycare

OWNER: Darren Griffin, Narthex Properties

PROPERTY ADDRESS: 1316 S. Osage Street

SURROUNDING ZONINGS/LAND USES:

NSEW: R-6 (Single-Family Residential)...single-family residences

PUBLIC NOTICE:

- Letters to adjoining property owners – July 8, 2025
- Public Notice published in the Independence Examiner – July 12, 2025
- Signs posted on property – July 11, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on September 2, 2025 and the public hearing/second reading on September 15, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request and the preliminary development plan.

1. This case will authorize the property's use as a childcare center (a zoning classification of childcare facility that permits more than 20 children).
2. A six foot solid fence shall be provided along the northeast side of the property (2,500 square feet in area) to encircle the childrens play area with the approval of this rezoning. Applicant shall apply for the required building permit.
3. A van-accessible handicapped parking space along with the required signage shall be provided.
4. The 1,200-square foot kitchen will need to be reviewed by the health department during the building permit process.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT REQUEST: – A request by Michael Jones of Render's Hope Day School and Daycare to rezone the property from R-6 (Single-Family Residential) to R-6/PUD (Single-Family Residential/Planned Unit Development) and to approve a preliminary development plan.

Current Zoning:	R-6 (Single-Family Residential)	Proposed Zoning:	R-6/PUD (Single-Family Residential/Planned Unit Development)
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Current and Continued Use: Church Facility

Zoning History
 1965 – 1980: R-1 (Single-Family Residential)
 1980 - 2009: R-1b (Single-Family Residential)
 2009 - Present: R-6 (Single-Family Residential)

Property History:

The current R-6 zoning (and its similar antecedents) has been in place since 1965. This is overwhelmingly a single-family residential area, while religious and educational uses are classified as residential uses as well. Portions of the church were constructed from the 1950s through the 1990s.

Proposal:

Narthex Properties recently acquired the church and plans to lease it to two users, a church congregation and the Render’s Hope Day School and Daycare Center. The center will serve the parishioners and other area families during the week. The Day School will utilize approximately 3,400 square feet of the 19,000 square foot structure for 7 classrooms.

Physical Characteristics of Property:

The existing structure and parking lot are located on an approximately 87,000-square foot, multiple lot property located approximately a quarter block south of Southside Boulevard between Spring Street and Osage Street. The building lays at the northwest corner of the lot. There is a large front lawn with a few trees east of the building along Osage Street and a small green space behind the building along Spring Street. The remainder of the property is largely a paved parking surface with a couple of grassy islands

Characteristics of the Area:

The surrounding neighborhood is entirely single-family residential in nature (mostly bungalows and small ranches). The homes, dating from the 1920s to the 1960s, are on individual, vegetated lots along two quiet residential streets.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

A related goal from the Independence for All Strategic Plan is to ‘achieve livability...through quality neighborhoods.’

Comprehensive Plan Tools and Policies for the Current Designation:

This site, along with all the properties in the vicinity, is designated for ‘Residential Established Neighborhoods’ by the City’s Comprehensive Plan. The related, ‘Tool and Policy,’ would be to, “Identify areas within Established Neighborhoods where Infill Development would be appropriate”.

Sub-Area Plans:

The property is not located within a sub-plan area.

Zoning:

As noted previously, this site has had single-family zoning since at least 1965. Permitted R-6 (Single-Family Residential) uses include single-family homes, churches, schools, home-based child-care, government buildings, parks, cemeteries, home gardens, and field crops. The proposed R-6/PUD (High Density Residential/Planned Unit Development), zoning classification could allow for childcare center; an operation with more than 20 children.

Parking and Driving Surface:

The parking lot is accessible via two driveways off Spring Street and off Osage Street. The lot is broken up by two green medians on the west. There are 109 parking spaces (seven are handicapped spaces). Two of the handicapped spaces will need to be turned into one van-accessible handicapped space.

Building Elevation and Footprint:

The existing building façades and footprint are not being expanded or changed. No new construction is anticipated.

Building Floor Plan and Spaces to be Used:

The daycare center will use approximately 3,400 square feet of the 19,000-square foot building, in seven classrooms, for 49 students. Four of the classrooms will be upstairs and three will be in the basement. There is a 1,200 square foot kitchen, which will need to be reviewed by the health department during the building permit process. There will also be a storage area, and the basement rooms planned to be tornado shelters. The applicant has provided an evacuation plan.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Water, sanitary sewer, and electrical services are already present on this property.

Floodplain/Stream Buffer:

This property is not in a federally identified flood zone or city designated Stream Buffer zone.

Landscaping/Screening:

Given no new construction on the property is planned (save the children's fenced play area), no additional landscaping will be required.

CIP Investments:

The city does not have any additional capital improvements projects planned near this area.

REVIEW CRITERIA

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

1. **The consistency with the Comprehensive Plan.**

The City's Comprehensive Plan envisions, "Residential Established Neighborhood," uses in this area.

2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**
This type of application is not expressly addressed in this section as it is not a new development, but it could ensure “that development can be conveniently, efficiently and economically served by existing and planned utility services”.
3. **The nature and extent of Common Open Space in the PUD.**
The green space indicated by this application is not, “common space,” but is the church’s lawn.
4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**
There is no real, “common space,” provided with this application, the applicant’s landlord owns the entire property.
5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.**
There is no real, “common space,” space provided with this application.
6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services exists or provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.**
The existing structure was designed and used by a congregation larger than the users of this secondary use. No changes to the existing site layout is proposed.
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.**
Since this property has existed for many years, if rezoned, it is not expected that adverse impacts would occur on the neighboring properties.
8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.**
The existing structure was designed to be used by a congregation larger than the users of this secondary use.
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 situation requires R-6/PUD zoning because R-6 zoning is for only family or group daycare and not a daycare center.
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 PUD will not expand the footprint of this church property.

EXHIBITS

1. Application
2. Narrative

3. Notification letter
4. Address List
5. Notification area map
6. Mailing affidavit
7. Aerial Photograph
8. Revised Drawing
9. Floor Plan
10. Comprehensive Plan map
11. Zoning map

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

Project Name: Ronder's Hope Day School

Project Address/Location: 1316 S Osage St Independence, MO 64055

Sq. Ft. of Building <u>R-6</u>	Acreage <u>R-6 (PUD)</u>	Number of Lots/Tracts <u>1</u>	Stream Buffer (Yes or No) <u>No</u>
Existing Zoning <u>R-6</u>	Proposed Zoning <u>R-6 (PUD)</u>	Existing Land Use <u>Church</u>	Proposed Land Use <u>daycare Center</u>

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

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

Applicant

Michael Jones Pastor

Owner

Darren Griffith Northex Properties

Architect/Engineer/Surveyor/Other: _____

Architect/Engineer/Surveyor/Other: _____

Name

Company

Name

Company

Address

Address

Phone

Email

Phone

Email

The applicant hereby agrees that the information provided above is accurate.

[Signature]
Applicant's Signature

7-14-25
Date

[Signature]
Owner's Signature

5-21-25
Date

Application for Rezoning 1316 S Osage St., Independence, MO 64055

Applicant Name: Render's Hope Day School and Daycare Center

Zoning Commission:

We have acquired the church at 1316 S Osage St, which we plan to use for two major functions in the community. 1) Religious Worship Services and Community Outreach, and 2) a Pre-School & Day Care Center during the week. This will help support a need for families and our parishioners. We have attached the ground layout and a picture of the areas that will be used in the building for the daycare center.

If you need any additional information, please contact our Director, Sebrina Jones, at
[REDACTED]

Property Owner Notification Letter
City of Independence, Missouri

Date: July 8, 2025

Case No. 25-125-03

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

☐ Rezoning ☒ Rezoning/PUD

☐ Preliminary Development Plan

☐ Special Use Permit

Proposed project description: Request for a PUD for a daycare center.

Applicant: Rendles Hope Day School + Daycare

Location of Property: 1316 S. Osage St

Planning Commission Meeting Date: July 29, 2025, at 6:00 p.m.

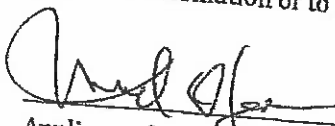
City Council Meeting Date: September 15, 2025, at 6:00 p.m.

Location of public hearings:

City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.



Applicant (or Owner/Agent)

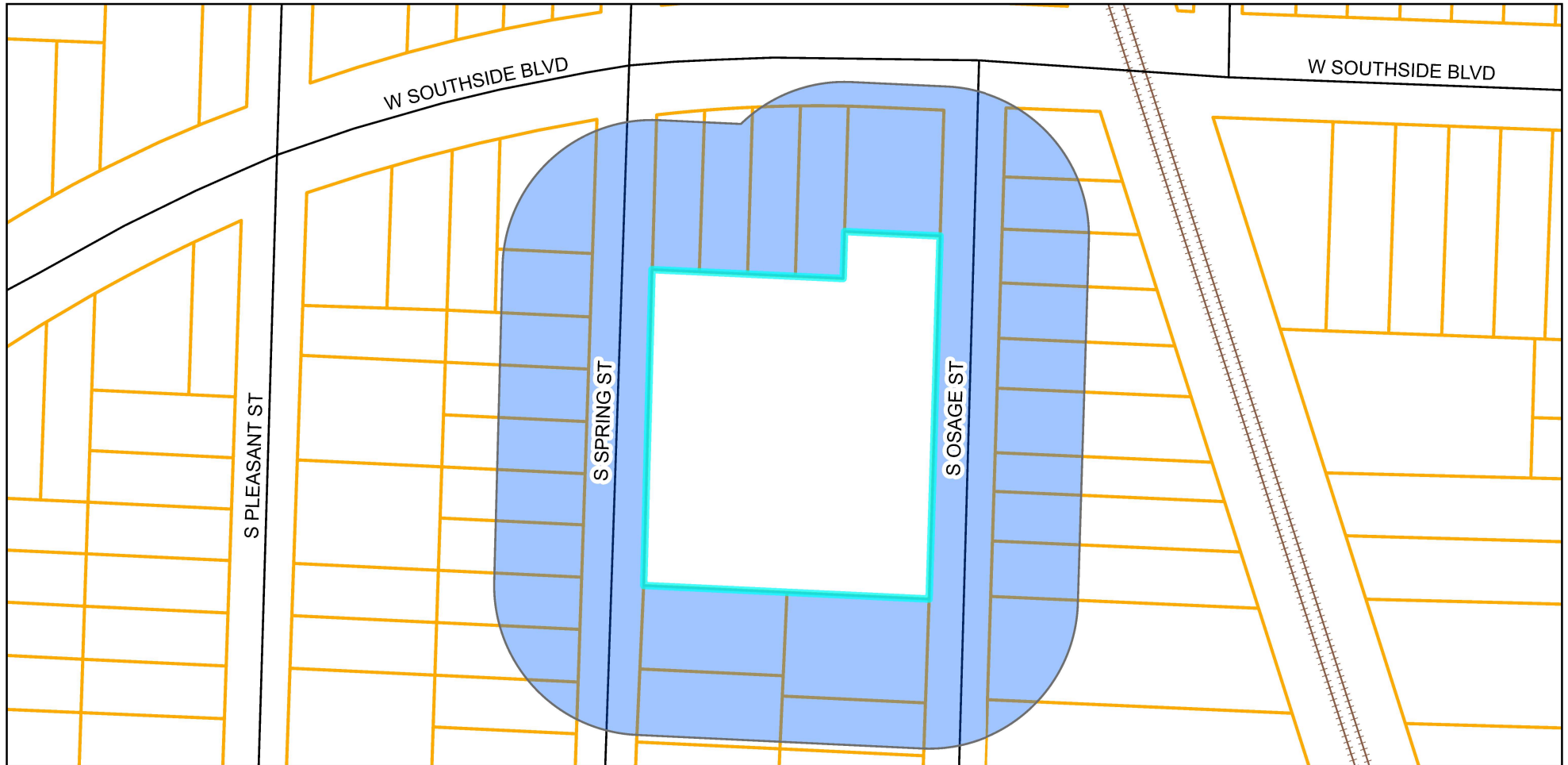
For more information, contact the Community Development Department at 816-325-7421.

Property Address	Property Owner	Owner Address	City	State	ZIP Code
1303 S OSAGE ST	LANDES DONNIE F & FREDNA K	PO BOX 520086	INDEPENDENCE	MO	64052
1309 S OSAGE ST	ACOSTA JOSE RAFAEL & DEL ROSARIO HERCULES MARIA	1309 SW OSAGE ST	INDEPENDENCE	MO	64055
1310 S SPRING ST	PERRY EMMA J	1310 S SPRING ST	INDEPENDENCE	MO	64055
1315 S OSAGE ST	BIRK ELLIE	1315 S OSAGE ST	INDEPENDENCE	MO	64055
1316 S SPRING ST	SLOAN KELLY	1316 S SPRING ST	INDEPENDENCE	MO	64055
1319 S OSAGE ST	FRIEDRICH DENNIS A	210 NW SPRUCE ST	LEES SUMMIT	MO	64064
1320 S SPRING ST	HENDERSON ELI	1320 S SPRING ST	INDEPENDENCE	MO	64055
1325 S OSAGE ST	BROWN SHONEITTA M	1325 S OSAGE	INDEPENDENCE	MO	64055
1326 S SPRING ST	MODERN ROOTS RENOVATION LLC	711 N 11TH ST	ST LOUIS	MO	63101
1327 S OSAGE ST	WHEELER ELVIN L & NENA M	1327 S OSAGE ST	INDEPENDENCE	MO	64055
1328 S SPRING ST	SIERKS HANNA ALISHA	1328 S SPRING ST	INDEPENDENCE	MO	64055
1329 S OSAGE ST	HICKEY KENNETH	1329 S OSAGE ST	INDEPENDENCE	MO	64055
1330 S SPRING ST	ARMITAGE STREET PROPERTIES LLC	433 N CRESTWAY ST	WICHITA	KS	67208
1331 S OSAGE ST	BAILEY DAVID & COLISTA	1331 S OSAGE	INDEPENDENCE	MO	64055
1332 S SPRING ST	VALDEPENA CINDY M	1332 S SPRING	INDEPENDENCE	MO	64055
1334 S SPRING ST	STEVENSON CELESTA S	1334 S SPRING ST	INDEPENDENCE	MO	64055
1335 S OSAGE ST	QUALITY SERVICE OF KANSAS CITY LLC	PO BOX 212	BLUE SPRINGS	MO	64013
1339 S SPRING ST	WILSON MARCIA L & WILBUR N	1407 S SPRING ST	INDEPENDENCE	MO	64055
1340 S OSAGE ST	KIRTLEY DUNCAN	1340 S OSAGE ST	INDEPENDENCE	MO	64055
1400 S SPRING ST	BAZE HARLEY G & JANICE J	1400 S SPRING	INDEPENDENCE	MO	64055
1401 S OSAGE ST	KRAUS ZACHARY & JERABEK O'TILLIA	1401 S OSAGE ST	INDEPENDENCE	MO	64055
1402 S OSAGE ST	PERFECTO PROPERTIES LLC	312 W 2ND ST	CASPER	WY	82601
1407 S SPRING ST	WILSON WILBUR N & MARCIA L	1407 S SPRING ST	INDEPENDENCE	MO	64055
229 W SOUTHSIDE BLVD	WELLS HAROLD D & KIMBERLY	229 W SOUTHSIDE BLVD	INDEPENDENCE	MO	64068
303 W SOUTHSIDE BLVD	COCHNEUER ANASTASIA M C	303 W SOUTHSIDE BLVD	INDEPENDENCE	MO	64055
309 W SOUTHSIDE BLVD	SMITH TYLER	309 W SOUTHSIDE BLVD	INDEPENDENCE	MO	64055
311 W SOUTHSIDE BLVD	HOSMAN SARA	311 W SOUTHSIDE	INDEPENDENCE	MO	64055
317 W SOUTHSIDE BLVD	COOK PROPERTY 2 LLC	31103 E LITCHFORD RD	GRAIN VALLEY	MO	64029
327 W SOUTHSIDE BLVD	AJ REAL ESTATE REHABS, LLC	327 W SOUTHSIDE BLVD	INDEPENDENCE	MO	64055
401 W SOUTHSIDE BLVD	CHAPMAN JANICE KAY	401 W SOUTHSIDE BLVD	INDEPENDENCE	MO	64055

Notification Area Map

1316 S Osage St

Case #25-125-03



Legend

-  Notification Area
-  Parcels

0 125 250 500 US Feet


Prepared For: Planning Commission
Meeting Date: July 29, 2025



Property Owner Notification Affidavit

STATE OF MISSOURI

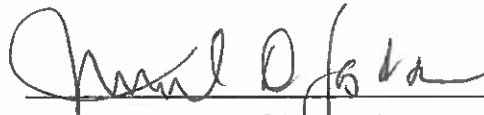
COUNTY OF JACKSON

Case No. 25-125-03

I, Michael Jones, Sr., of lawful age being first duly sworn upon oath, state:

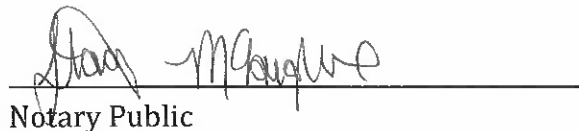
That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 9th day of July, 2025.

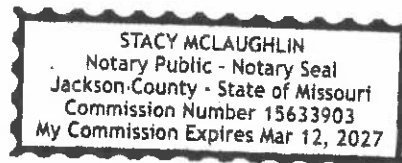


Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 9th day of July, 2025.


Notary Public

03/12/2027
Commission Expiration Date





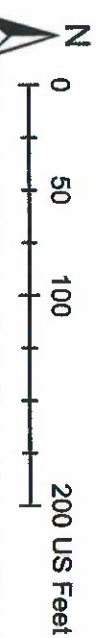
Zoning Map

1316 S Osage St

Case #25-125-03



Legend



Prepared For: Renders Hope Day Care

Fence 6"/72 inches Tall

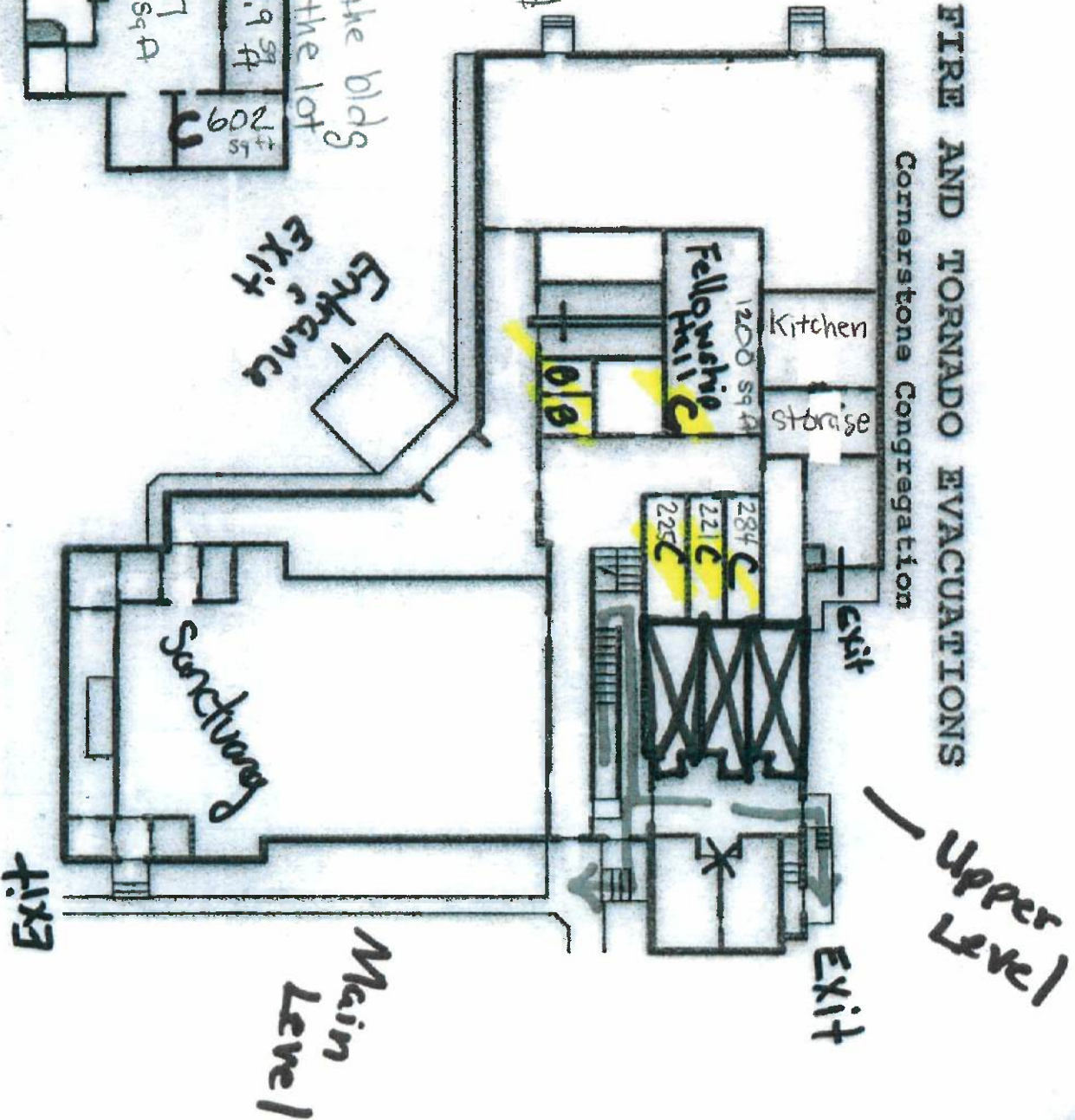
USE RHDS

B-bathroom
C-classroom



FIRE AND TORNADO EVACUATIONS

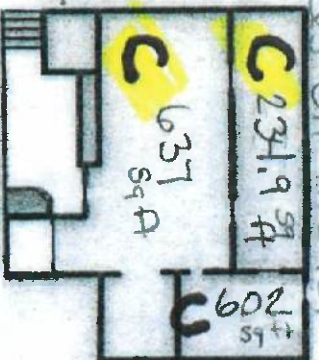
Cornerstone Congregation



49. students
3,403.9 sq. ft. used
7-Class rooms

19,000 square ft of the bldg
150 parking spaces on the lot

Basement



Tornado shelter located in the Basement

B - bathroom
C - classroom

FIRE AND TORNADO EVACUATIONS

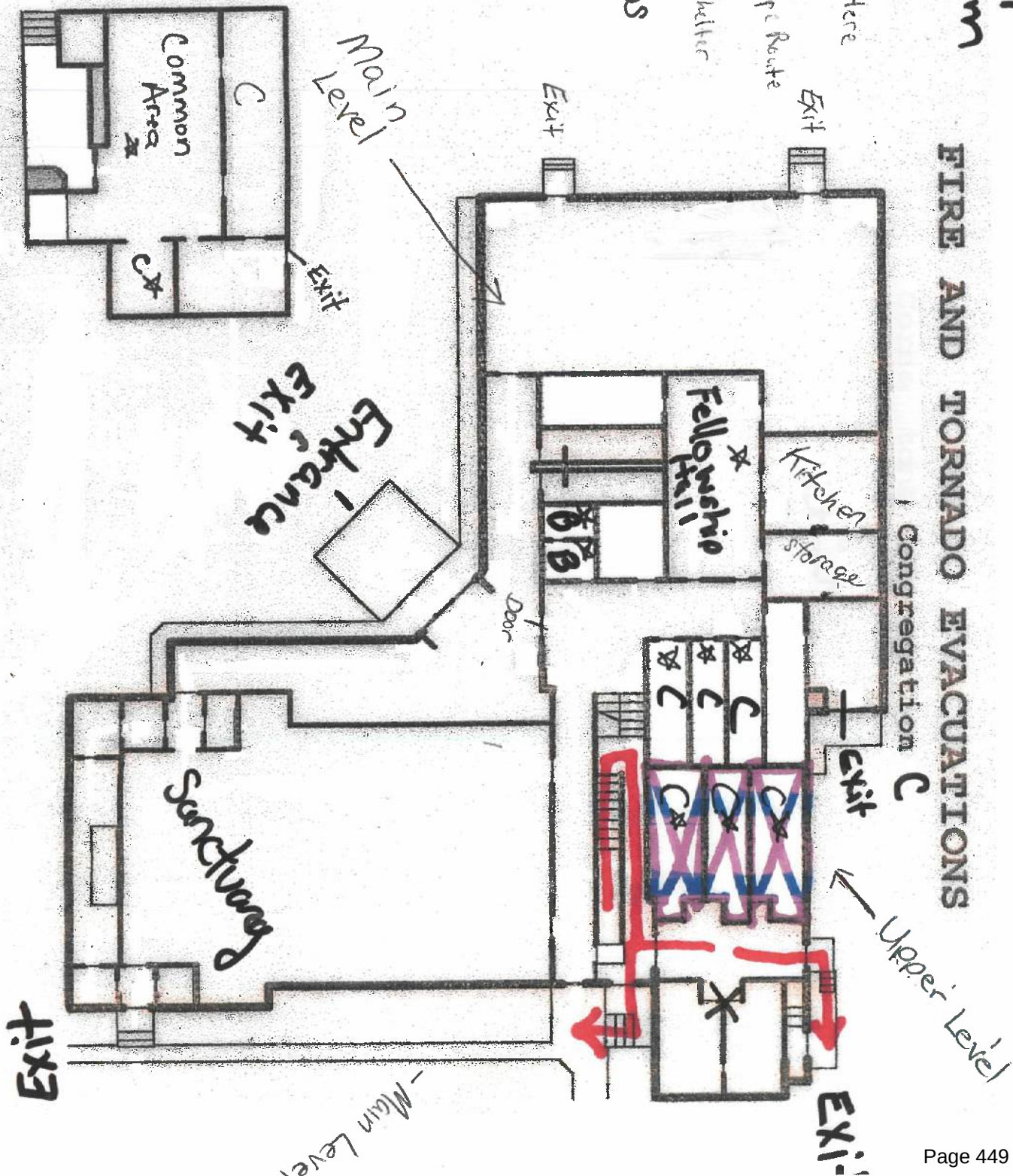
X You Are Here

Fire Escape Route

Tornado shelter

USE - RHDS

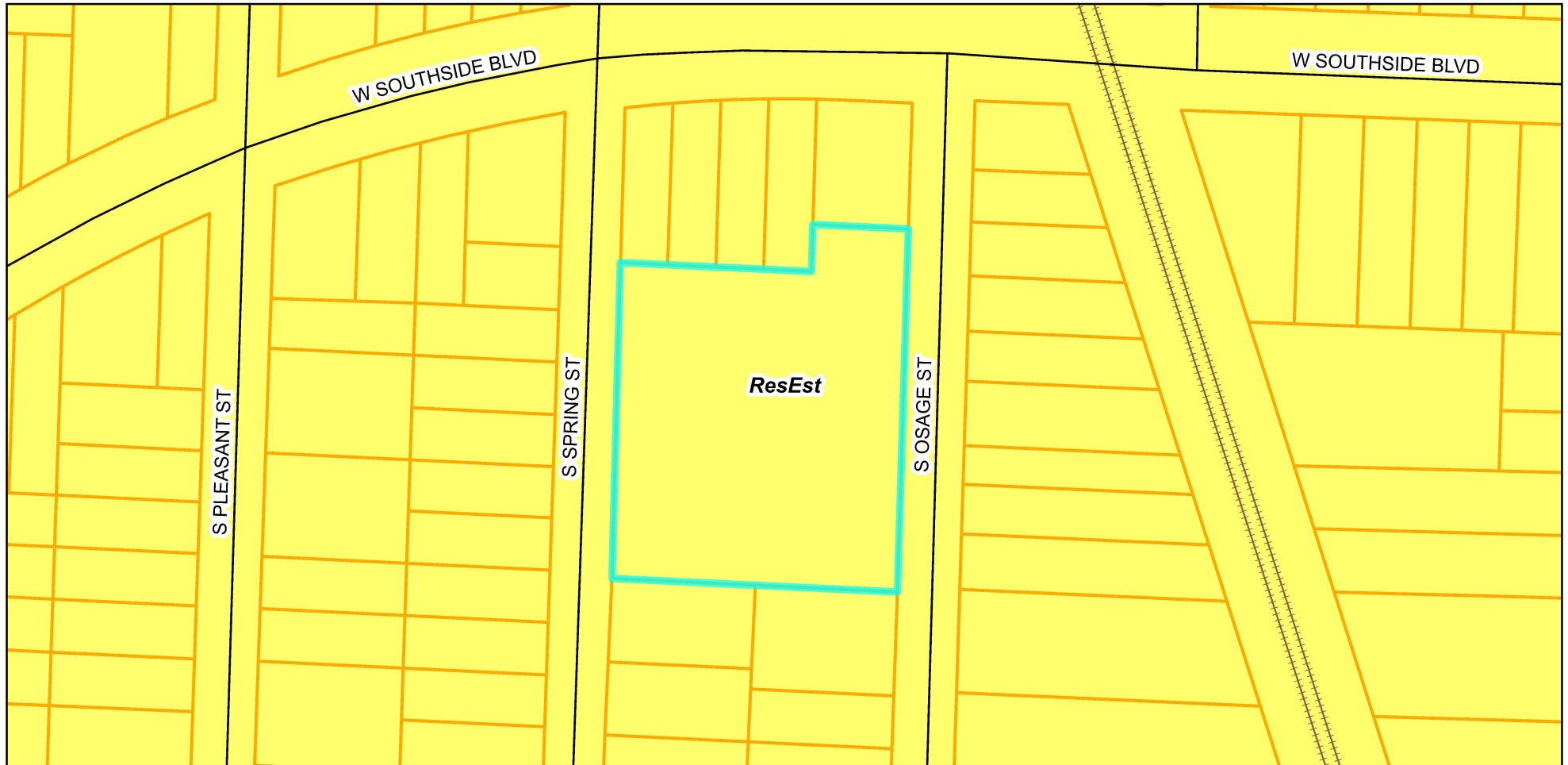
Basement



Comprehensive Plan

1316 S Osage St

Case #25-125-03



Legend

 Parcels

Comprehensive
Plan

 Residential
Neighborhoods

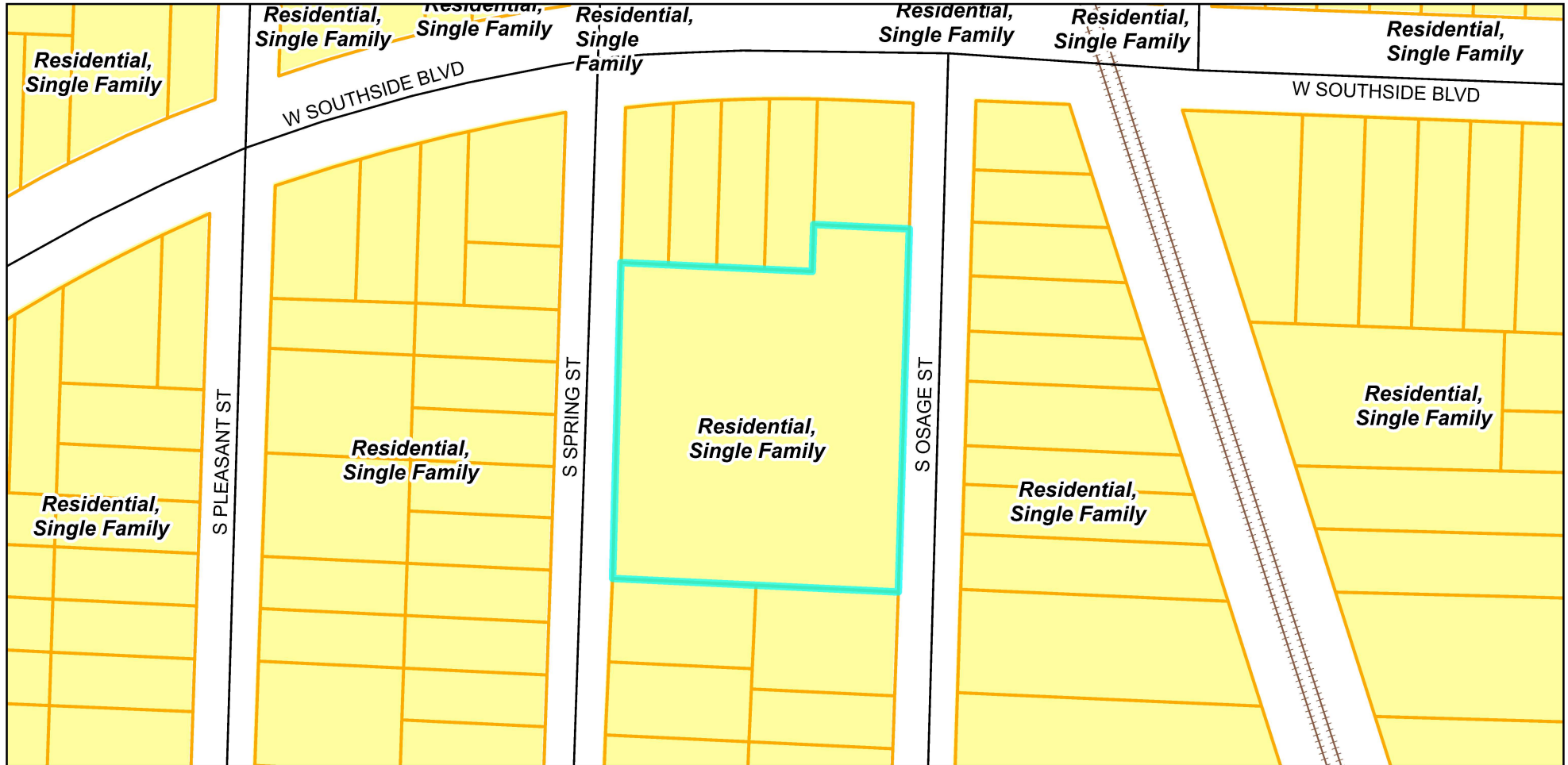
Prepared For: Planning Commission
Meeting Date: July 29, 2025



Zoning Map

1316 S Osage St

Case #25-125-03

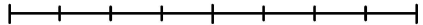


Legend

 Parcels

Zoning District

 R-6

0 100 200 400 US Feet


Prepared For: Planning Commission
Meeting Date: July 29, 2025





Planning Commission Minutes

July 29, 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 7/29/2025, 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, Michael Young. Absent - Jose Torres.

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.

Commissioner Nesbitt requested to pull Case 25-320-03 from the Consent Agenda.

1. **Planning Commission Minutes – July 15, 2025**

Motion

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 25-320-03 – Final Plat – Little Blue Estates, Plat 1B** – A request for approval of a Final Plat located west of Jackson Drive and north of Necessary Road.

In response to Commissioner Nesbitt's question, Mr. Harker stated there were four additional plats added.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 25-125-03 – Rezoning/PUD – 1316 S. Osage Street** – A request to rezone the property at 1316 S. Osage Street from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approve a Preliminary Development Plan.

Staff Presentation

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

In response to Commissioner Nesbitt's question, Mr. Harker stated the owner leases the property to the church. Mr. Harker noted the purpose of this rezoning/PUD is due to the number of children, not the intended use.

Applicant Comments

Michael Jones, 1316 S. Osage, stated they are under a lease to purchase contract with the owner. He noted the church runs a preschool program and they are a non-profit organization. He noted the church recently moved, and they are looking to move their preschool over to this new location. Mr. Jones said they focus on children who have been displaced or are in foster care.

In response to Commissioner Nesbitt's question, they are not interested in enrolling more than 49 students and noted they have other locations around the metro.

Public Comments

David Bailey, 1331 S. Osage, stated this church is in a very busy area with lots of crime and homeless people. He stated he believes this is a nuisance and is not fit for the neighborhood. He said they are a for-profit business and it should only be a church.

Mr. Jones stated they moved their church into this location in May and have done a lot of clean-up on the property. He said the outdoor play time will be during the day when most people are at work. Mr. Jones said they will be installing security cameras and have recently started towing abandoned vehicles to clean up the area.

In response to Commissioner Nesbitt's question, Mr. Jones said the fence will be on the Osage side. He also noted the Health Department has been out and they are close to being able to obtain a permit.

In response to Commissioner Ashbaugh's question, Mr. Jones said there will be additional

lighting installed with their security system.

Commissioner Comments

In response to Commissioner Ashbaugh's question, Mr. Harker stated there hasn't been any new construction, so a lighting plan wouldn't be required or reviewed.

Motion

Commissioner Edward Nesbitt made a motion to add a condition that a lighting plan be submitted and approved by staff. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case, with the conditions stated by staff and the condition added by the Planning Commission. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. Case 25-200-08 – Special Use Permit – 3417 S. Denton – A request for a Special Use Permit to operate a Bed & Breakfast.

Staff Presentation

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

In response to Chairwoman Wiley's question, Mr. Harker explained the difference between a Bed & Breakfast and a Short-Term Rental. He noted if the owner lives in the house, it's a Bed & Breakfast.

In response to Commissioner Nesbitt's question, eight was suggested because of the option for people to bring children. Commissioner Nesbitt questioned if there would be enough parking for the homeowner and guests. He's also concerned that this would not have an accessible parking area.

Applicant Comments

MacKenzie Lance, 3417 S. Denton, stated only she would have access to the garage. She noted she is planning to pave the gravel area for one guest vehicle.

In response to Commissioner Nesbitt's question, Ms. Lance said the spare room is under the garage. He noted to Ms. Lance that he will be requesting a larger driveway as a condition of approval.

Public Comments

No public comments.

Commissioner Comments

After discussion, the Planning Commissioners agreed that condition 6 should be amended that

only 6 guests (4 adults, 6 total) be allowed at one time. Condition 7 should be amended to require the driveway be widened to 30-feet from the street to the garage.

Motion

Commissioner Edward Nesbitt made a motion to approve the case with conditions as stated by staff and amended by the Planning Commission. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

With a vote from the Planning Commission, Case 25-400-09 was heard before Case 25-175-03.

OTHER BUSINESS

1. **Case 25-400-09 – Short-Term Rental – 1308 N. Vista Drive** – 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.

Commissioner Nesbitt said short-term rentals really need to have accessible parking spaces and he'd like to see the driveway widened. Mr. Glaser reviewed the parking standards and noted short-term rentals are not required to be ADA-compliant.

Applicant Comments

Wanda Crose, 2021 Blue Mills Road, stated they have several long-term rentals and are interested in trying a short-term rental.

Marshall Crose, stated he'd like to get his kids involved with cleaning and mowing/upkeep of the house. He said he thinks the driveway is appropriate for the house and neighborhood.

Public Comments

Ed Monaco, 1310 S. Vista Drive, said he's concerned about a constant flow of people in and out all the time.

Mr. Crose said they will have a noise monitoring device and he's only 20 minutes away should there be any issues at the residence.

Commissioner Comments

Commissioner Ashbaugh noted it may not make sense for this house to have an accessible parking spot.

City Attorney Langford noted it would not be appropriate to add a condition to require an accessible parking space for short-term rentals without the Council's direction.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

3. **Case 25-175-03 – UDO Amendment #74 – Historic Square District** – A request to amend the Unified Development Ordinance relating to the Historic Square District.

Staff Presentation

Tom Scannell presented the case. Mr. Scannell stated the existing HSQ District was included in the UDO when it was adopted in 2009; this district was based on the 2005 Independence Square Revitalization Plan which had a focus more on facade upgrades, repurposing, or infill on empty lots with the intent of strengthening its historical architecture influence and style. Unfortunately, this District was never implemented and has become out of date with current market conditions and the recently adopted Reshaping the Square Redevelopment Plan.

Mr. Scannell noted the HSQ District is intended to be applied to the Independence Square generally between Pleasant Street to the west, Walnut Street to the south, Truman Road to the North and the railroad tracks to the East of Noland Road. The purpose of the District is intended to preserve and enhance the unique character of the City's historic square area. It aims to create a vibrant, artistic, safe, and bustling downtown filled with new residents, thriving eateries, and entertainment where friends and family can enjoy their surroundings. This district is an active center of living and commerce, showcasing the history and architecture unique to Independence.

Mr. Scannell stated this amendment is a key step in the implementation of Reshaping the Square master plan and creates a set of redevelopment standards designed to closely align with the objectives outlined in this Plan.

Chairwoman Wiley questioned if she could vote on this case due to her working on the Square Master Plan. Mr. Langford stated she did not need to recuse from voting.

Chairwoman Wiley questioned if the City is giving up anything by doing this amendment. Mr. Scannell said it should be easier for revitalization and the City would not be giving anything up. Mr. Scannell stated the Master Plan did account for the demolition of City Hall and the Police Department.

In response to Commissioner Nesbitt's question, Mr. Scannell reviewed what changes there would be within the HSQ District. He noted the transition zone would allow for more flexibility that it could be residential or non-residential. Mr. Scannell said this is only a UDO Amendment and does not have any tax incentives.

Commissioner O'Neill said it sounds like this will make zoning easier for developers.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 5, No 1, Abstained 0.

ROUNDTABLE - NEXT MEETING AUGUST 12, 2025

Info Only - Case 25-100-16 – Rezoning – 2310 S. Harvard – was withdrawn.

Commissioner Nesbitt stated he would like staff to look into the driveways for short-term rentals and bed and breakfast. Mr. Scannell said staff could look into parking and report back to the Planning Commission.

In response to Commissioner Ashbaugh's question, Mr. Scannell said if there is a site plan, light standards do apply.

ADJOURNMENT

The meeting was adjourned at 8:00 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the Special Use Permit application to operate a bed and breakfast at 3417 S. Denton Road. ***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. 7-29-25 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, July 29, 2025, and by the Independence **City Council** at 6 p.m., Monday, September 15, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-100-16 – Rezoning – 2310 S. Harvard – A request to rezone the property from R-12 (Two Family Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

Case 25-125-03 – Rezoning/ PUD – 1316 S. Osage Street – A request to rezone the property at 1316 S. Osage Street from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approve a Preliminary Development Plan.

Case 25-200-08 – Special Use Permit – 3417 S. Denton – A request for a Special Use Permit to operate a Bed & Breakfast.

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

Case 25-175-03 – UDO Amendment #74 – Historic Square District – A request to amend the Unified Development Ordinance pertaining to the Historic Square District.

The Planning Commission and City Council will conduct a full public hearing on this case.

Witness my hand this 8th day of July, 2025.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Jul 12, 2025

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-080 **2R** An ordinance approving a Special Use Permit to operate a bed and breakfast at 3417 S. Denton Road, in Independence, Missouri. **2R Item passes 6-0 Ord. No. 19727**

Recommendations:

Commissioner Nesbitt made a motion to recommend the approval of case 25-200-08, an application for a Special Use Permit to allow a Bed and Breakfast at 3417 S. Denton Road with the following conditions:

1. The Bed and Breakfast shall obtain a business license in accordance with all City Code and comply with Section 5.01.004 (Article 1, Chapter 5) of the City Code. The business license number shall be listed on all advertisements and online platforms.
2. The business must comply with all safety and other standards required by Section 14-420 of the City Code.
3. Bed and Breakfast will comply with Article 3, Chapter 5 of the City Code.
4. The Bed and Breakfast shall secure refuse collection services from a collector who is licensed to be operating within in the City of Independence.
5. The Bed and Breakfast shall provide the following:
 - a. Map to identify escape routes;
 - b. Carbon Monoxide detection as required by code;
 - c. Child-proofed electrical outlets;
 - d. Emergency contact information for the owner or manager shall be provided to each guest and posted in each guest room;
 - e. Fire extinguishers as required by code;
 - g. Smoke detectors as required by code.
6. The BnB will have only 4 adults (6 total) guests at a time.
7. The gravel pad must be paved all the way to the garage and the driveway must be 30 feet wide and there will be no street parking.

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

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Absent

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed 6-0 and the application is forwarded to the City Council for its

consideration. Staff recommends approval of this application with a modification to condition seven stating that the driveway be 25 feet wide.

Background:

PROJECT DESCRIPTION: A request by MacKenzie Lance for a Special Use Permit to operate a Bed and Breakfast

Current and Continued R-6 (Single-Family Residential)

Zoning:

Current Use: Single-Family Home

Proposed Use: Bed and Breakfast

Building Sq Ft: 1,814-square feet

Zoning History:

The proposed Bed and Breakfast is in a subdivision of ranch and split-level homes built in the 1950s. This one-car garage house has had a single-family residential use its entire existence.

Proposal:

The Bed and Breakfast can accommodate four adult guests. The applicants intend to operate on the AirB&B platform at this location. Being close to the stadiums, the applicants are looking forward to welcoming sports fans to their operation. Because the applicants will be living in the home's basement, they will be able to monitor guests.

Physical Characteristics of Property:

The property features a single-car wide, two-car depth driveway, lending to a single-car garage. The existing gravel pull-off area, north of the driveway, will be paved to continue to be used for parking. The rear of the house features a walkout basement.

In the basement living space for the applicants, they will have their own bedroom, bathroom, living room, laundry/mud room and spare bedroom they will use as a gym. Upstairs there will be the shared kitchen, two bedrooms, living room and bathroom.

Characteristics of the Area:

The well-maintained neighborhood has a mix of ranch and split-level homes. The neighborhood itself is predominantly single-family homes with a church property to the southwest.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Explain how it meets the Strategic Plan. A related goal from the Independence for All Strategic Plan is to 'increase economic prosperity of the community.'

Comprehensive Plan Tools and Policies for the Current Designation:

The City Comprehensive Plan recommends Residential Established Neighborhood uses for this site. This Guiding Land Use Principle, most relevant to this particular situation, would be to, '(p)reserve the integrity of existing neighborhoods and the historic nature of older

neighborhoods.'

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are present on the site and operational.

Floodplain/Stream Buffer:

The property is not in a federally designated flood zone or a city defined Stream Buffer area.

Inspections, Trash Collection and Safety Provisions:

The property will need to meet all applicable permitting and Fire and Life Safety Inspection requirements. The applicants are compliant with all applicable provisions of Section 14-20 of the Unified Development Ordinance (UDO). Trash collection will be provided by Ted's Trash. The applicant will include an Escape Route Map and an Emergency Contact Sheet to post on the property. They will provide carbon monoxide detectors, smoke detectors, the required fire extinguishers and child-proofed electrical outlets.

CIP Investments:

The city does not have any capital improvement projects planned near this area.

REVIEW CRITERIA:

Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

1. Compatibility of the proposed use with the character of the neighborhood.

This is a residential neighborhood composed primarily of single-family dwellings. The use of this house, as a Bed and Breakfast, should be compatible with this established neighborhood.

2. The extent to which the proposed use is compatible with the adjacent zoning and uses.

A Bed and Breakfast should have minimal impact on the area.

3. The impact of the proposed use on public facilities.

All public facilities are in place here and this proposed use is not a significant consumer of water, sanitary sewer and electrical services.

4. The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.

This Special Use Permit would allow an additional land use not already permitted in this R-6 residential district.

5. **The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.**

A Bed and Breakfast is not expected to affect any of these issues.

6. **The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**

As this is a developed site, these concerns should not be an issue.

7. **The extent to which there is a need for the use in the community.**

With the home's accessibility to the Jackson County Sports Complex, there appears to be a need for this type of business.

8. **The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**

If approved with a Special Use Permit, the application appears to satisfy the requirements Sections 14-416 and 14-420 of the Unified Development Ordinance (UDO).

9. **The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use.**

This is a long-existing property, all public facilities are in place and operational.

10. **Conformance of the proposed use to the comprehensive plan and other adopted plans and policies.**

The City's Comprehensive Plan envisions Residential Established Neighborhood uses for this residential property.

11. **The extent to which the use will impact sustainability or revitalization of a given area.**

This Special Use Permit creates an additional investment opportunity that provides vitality to help maintain the character of the neighborhood.

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 24-200-08
2. SUP Staff Report 25-200-08
3. Signed Application_Redacted
4. Narrative_Redacted
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Signed Notification Affidavit
9. Floor Plan Denton B
10. New Parking Plan
11. Escape Routes
12. Comprehensive Plan
13. Zoning Map
14. Planning Commission Meeting Minutes 07-29-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A BED AND BREAKFAST AT 3417 S. DENTON ROAD, IN INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by Mackenzie Lance, requesting approval of a Special Use Permit to allow for the operation of a Bed and Breakfast at 3417 S. Denton Road, was referred to the Planning Commission; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a Special Use Permit by the City following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on July 29, 2025, and rendered a report to the City Council recommending the Special Use Permit be approved by a vote of 6-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request was consistent with the review criteria in Section 14-704-09; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the Special Use Permit of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. The following described tract of real estate is hereby declared subject to the Special Use Permit approved by this ordinance. The site is legally described as follows:

KLEUVER HEIGHTS LOT 3 & ALL LOT 2 (EX S 32')

SECTION 2. That the Special Use Permit is hereby approved with the conditions listed below.

- 1) The Bed and Breakfast shall obtain a business license in accordance with all City Code and comply with Section 5.01.004 (Article 1, Chapter 5) of the City Code. The business license number shall be listed on all advertisements and online platforms.

- 2) The business must comply with all safety and other standards required by Section 14-420 of the City Code.
- 3) Bed and Breakfast will comply with Article 3, Chapter 5 of the City Code.
- 4) The Bed and Breakfast shall secure refuse collection services from a collector who is licensed to be operating within in the City of Independence.
- 5) The Bed and Breakfast shall provide the following:
 - a. Map to identify escape routes;
 - b. Carbon Monoxide detection as required by code;
 - c. Child-proofed electrical outlets;
 - d. Emergency contact information for the owner or manger shall be provided to each guest and posted in each guest room;
 - e. Fire extinguishers as required by code;
 - g. Smoke detectors as required by code.
- 6) The BnB will have only 4 adults (6 total) guests at a time.
- 7) The gravel pad must be paved all the way to the garage and the driveway must be 30 feet wide and there will be no street parking.

SECTION 3. Any other uses on the property described by Section 1 of this Ordinance shall be governed by the base zoning district and other applicable regulations of the Unified Development Ordinance.

SECTION 4. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before the City Council.

SECTION 6. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: July 29, 2025

STAFF: Brian L. Harker, Planner

PROJECT NAME: Bed and Breakfast Air B&B

CASE NUMBER/REQUEST: Case 25-200-08 – Special Use Permit – 3417 S. Denton – A request for a Special Use Permit to operate a Bed & Breakfast.

APPLICANT/OWNER: MacKenzie Lance

PROPERTY ADDRESS: 3417 S. Denton Road

SURROUNDING ZONINGS/LAND USES:

NSEW: R-6 (Single-Family Residential)...single-family houses

PUBLIC NOTICE:

- Letters to property owners – July 10, 2025
- Public Notice published in the Independence Examiner – July 12, 2025
- Signs posted on property – July 11, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on September 2, 2025 and the public hearing/second reading on September 15, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this Special Use Permit request, subject to the following conditions:

1. The Bed and Breakfast shall obtain a business license in accordance with all City Codes and comply with Section 5.01.004 (Article 1, Chapter 5) of the City Code. The business license number shall be listed on all advertisements and online platforms.
2. The business must comply with all safety and other standards required by Section 14-420 of the City Code.
3. Bed and Breakfast will comply with Article 3, Chapter 5 of the City Code.
4. The Bed and Breakfast shall secure refuse collection services from a collector who is licensed to be operating within in the City of Independence.
5. The Bed and Breakfast shall provide the following:
 - a. Map to identify escape routes;
 - b. Carbon Monoxide detection as required by code;
 - c. Child-proofed electrical outlets;
 - d. Emergency contact information for the owner or manger shall be provided to each guest and posted in each guest room;
 - e. Fire extinguishers as required by code;

- g. Smoke detectors as required by code.
- 6. The BnB will have only 4 adults (8 total) guests at a time.
- 7. The gravel pad, north of the driveway, must be paved and there will be no street parking.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by MacKenzie Lance for a Special Use Permit to operate a Bed and Breakfast

Current and Continued Zoning: R-6 (Single-Family Residential)

Current Use: Single-Family Home

Proposed Use: Bed and Breakfast

Building Sq Ft: 1,814-square feet

Zoning History:

The proposed Bed and Breakfast is located in a subdivision of ranch and split-level homes built in the 1950s. This one car garage house has been a single-family residential use its entire existence.

Proposal:

The Bed and Breakfast can accommodate four adult guests. The applicants intend to operate on the AirB&B platform. Being close to the stadiums, the applicants are looking forward to welcoming sports fans to their operation. Because the applicants will be living in the home's basement, they will be able to monitor guests.

Physical Characteristics of Property:

The property features a single-car wide, two-car depth driveway, lending to a single-car garage. The existing gravel pull-off area, north of the driveway, will be paved for continued use as parking. The rear of the house features a walkout basement.

The applicants' living space in the basement will have their own bedroom, bathroom, living room, laundry/mud room and spare bedroom that they use as a gym. Upstairs will be the shared kitchen, two bedrooms, living room and bathroom.

Characteristics of the Area:

The well-maintained neighborhood has a mix of ranch and split-level homes. The neighborhood itself is predominantly single-family with a church property to the southwest.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

A related goal from the Independence for All Strategic Plan is to 'increase economic prosperity of the community.'

Comprehensive Plan Tools and Policies for the Current Designation:

The City Comprehensive Plan recommends Residential Established Neighborhood uses for this site. This Guiding Land Use Principle, most relevant to this particular situation, would be to, "reserve the integrity of existing neighborhoods and the historic nature of older neighborhoods."

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are present on the site and operational.

Floodplain/Stream Buffer:

The property is not in a federally designated flood zone, or a city defined Stream Buffer area.

Inspections, Trash Collection and Safety Provisions:

The property will need to meet all applicable permitting and Fire and Life Safety Inspection requirements. The applicants are compliant with all applicable provisions of Section 14-420 of the Unified Development Ordinance (UDO). Trash collection will be provided by Teds Trash. The applicant will include an Escape Route Map and an Emergency Contact Sheet to post on the property. The will provide carbon monoxide detectors, smoke detectors, the required fire extinguishers and child-proofed electrical outlets.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

REVIEW CRITERIA

Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

- 1. Compatibility of the proposed use with the character of the neighborhood.**
This is a residential neighborhood comprised primarily of single-family dwellings. The use of this house, as a Bed and Breakfast, should be compatible with this established neighborhood.
- 2. The extent to which the proposed use is compatible with the adjacent zoning and uses.**
A Bed and Breakfast should have minimal impact on the area.
- 3. The impact of the proposed use on public facilities.**
All public facilities are in place here and this proposed use is not expected to be a significantly higher consumer of water, sanitary sewer or electrical services.
- 4. The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.**
This Special Use Permit would allow an additional land use not already permitted in this R-6 residential district.
- 5. The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.**
A Bed and Breakfast is not expected to affect any of these issues.
- 6. The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**
As this is a developed site, these concerns should not be an issue.
- 7. The extent to which there is a need for the use in the community.**

With the home's accessibility to the Jackson County Sports Complex, per the applicant, there appears to be a need for this type of business.

8. The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.

If approved for a Special Use Permit meeting all conditions, the application appears to satisfy the requirements of Section 14-420 of the Unified Development Ordinance (UDO).

9. The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use.

This is an long existing property, all public facilities are in place and operational.

10. Conformance of the proposed use to the comprehensive plan and other adopted plans and policies.

The City's Comprehensive Plan envisions Residential Established Neighborhood uses for this residential property.

11. The extent to which the use will impact sustainability or revitalization of a given area.

This Special Use Permit may create additional investment opportunity that provides vitality to help maintain the character of the neighborhood.

EXHIBITS

1. Application
2. Narrative
3. Notification Letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Floor Plan Denton B
8. Parking Plan
9. Escape Routes
10. Comprehensive Plan Map
11. Zoning Map

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

Bed and Breakfast

Project Name

3417 S Denton Road Independence, MO 64052

Project Address/Location

1,814	0.39	1	N/A
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
R-6	N/A	Single-Family Residential	N/A
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

MacKenzie Lance

Name	Company
[Redacted]	
Phone	Email

Architect/Engineer/Surveyor/Other: _____

Name	Company
[Redacted]	
Address	
Phone	Email

Owner

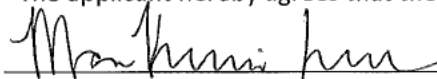
MacKenzie Lance

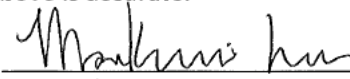
Name	Company
[Redacted]	
Address	
Phone	Email

Architect/Engineer/Surveyor/Other: _____

Name	Company
[Redacted]	
Address	
Phone	Email

The applicant hereby agrees that the information provided above is accurate.

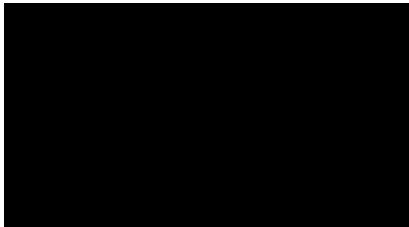

 06/10/25
 Applicant's Signature Date


 06/10/25
 Owner's Signature Date

Bed & Breakfast at 3417 S Denton Rd

Contact

MacKenzie Lance



Dear Planning Commission and City Council of Independence, MO,

My fiancé and I occupy the downstairs living area of our home, including our own bedroom, bathroom, living room, laundry/mud room, and a spare room we use as our home gym. Upstairs, we will share the kitchen with the guests of our bed and breakfast. Also upstairs we have two bedrooms, where guests will stay. Guests will each have access to their own private bedroom, and share the living room and bathroom.

When we stayed in bed and breakfasts along our road trip across the country, we met hosts and other guests from all backgrounds. This inspired us to continue meeting new people, welcoming them to our home and our city. Being close to the stadiums, we are also excited to bring fans of our beloved teams right to the heart of it all.

We are compliant with all applicable provisions of Section 14-420 of the UDO.

We have secured refuse collection services through Ted's Trash Service, Inc.

We have attached the escape routes map which we will provide to each guest and post in each guest room.

We have attached the emergency contact sheet which we will provide to each guest and post in each guest room.

We have carbon monoxide detectors, smoke detectors, and fire extinguishers as required by code.

We have child-proofed the electrical outlets.

Thank you for taking the time to review our application. We look forward to talking with you.

Sincerely,

MacKenzie Lance and Aidan Calfee

Property Owner Notification Letter

City of Independence, Missouri

Date: 7/10/25

Case No. #25-200-08

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

- ☐ Rezoning ☐ Rezoning/PUD ☒ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: Bed and Breakfast

Applicant: Mackenzie Lance and Aidan Calfee

Location of Property: 3417 S Denton Road

Planning Commission Meeting Date: July 29, 2025, at 6:00 p.m.

City Council Meeting Date: September 15, 2025, at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
 111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Mackenzie Lance
Applicant (or Owner/Agent)

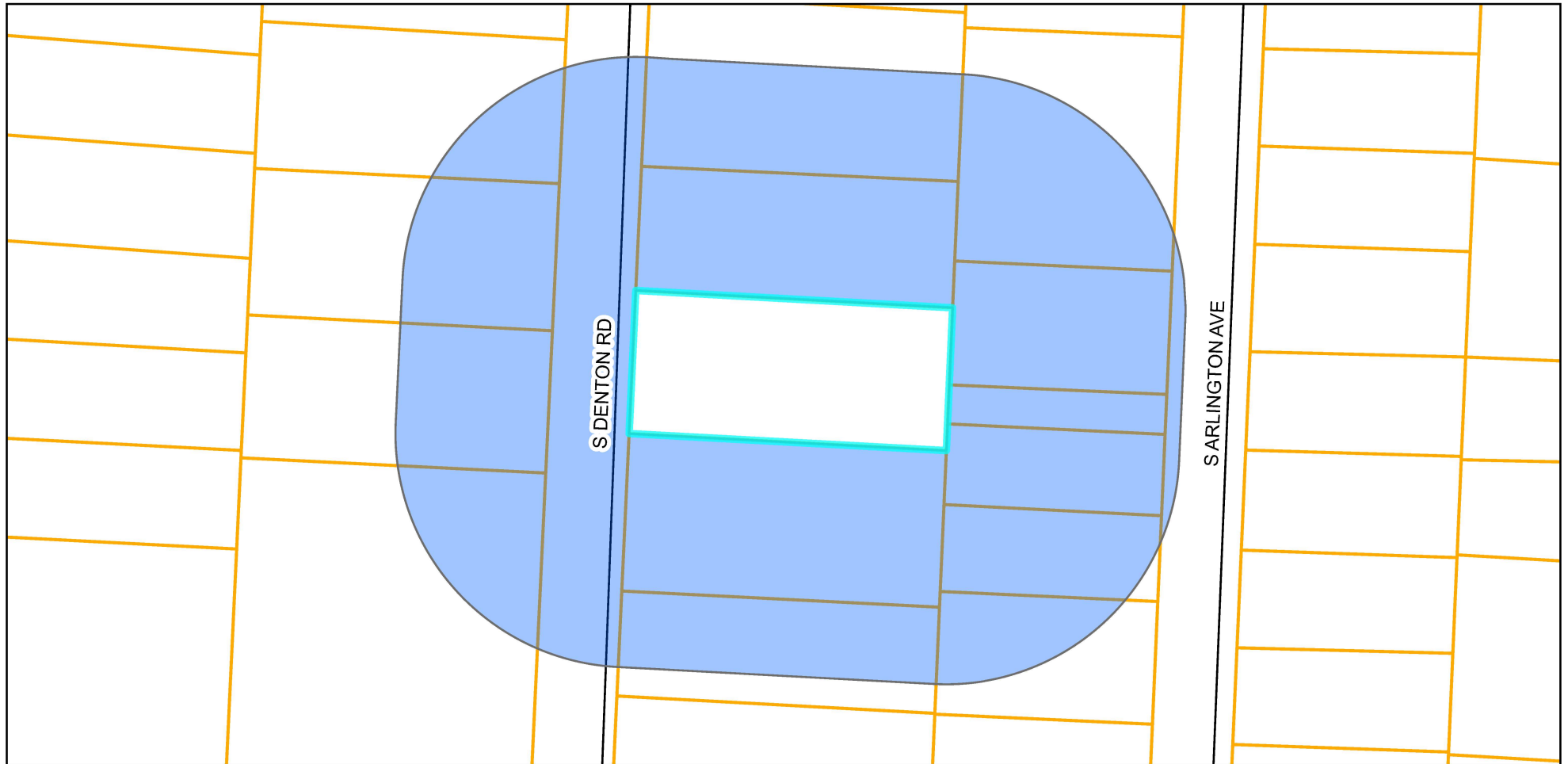
For more information, contact the Community Development Department at 816-325-7421.

Property Address	Property Owner	Owner Address	City	State	ZIP Code
3413 S DENTON RD	TINDER SON O	3413 S DENTON RD	INDEPENDENCE	MO	64052
3415 S DENTON RD	MCCLAIN STEVEN M & REBECCA A	3415 DENTON AVE	INDEPENDENCE	MO	64052
3418 S ARLINGTON AVE	PAGE AVA & ARNOLD ADDISON	3418 S ARLINGTON AVE	INDEPENDENCE	MO	64052
3419 S DENTON RD	BECK BRIAN M	3419 S DENTON RD	INDEPENDENCE	MO	64052
3420 S DENTON RD	JAMES WILLARD D	PO BOX 153	ODESSA	MO	64076
3421 S DENTON RD	SWINNEY DANEIL V & CHANTAL T COATS	3421 DENTON RD	INDEPENDENCE	MO	64052
3422 S ARLINGTON AVE	HANKINS MYRON A SR & DIANE Y	3422 S ARLINGTON AVE	INDEPENDENCE	MO	64052
3424 S ARLINGTON AVE	THE GALEN SHARP TRUST DATED 05-24-2024	3424 S ARLINGTON AVE	INDEPENDENCE	MO	64052
3424 S DENTON RD	RIPLEY BURTON & SHERENE	3424 DENTON RD	INDEPENDENCE	MO	64052
3426 S DENTON RD	LOPEZ LAZARO JOBANY BENITEZ	3426 S DENTON RD	INDEPENDENCE	MO	64052
3428 S ARLINGTON AVE	PACE OPPORTUNITIES LLC	7243 TRANQUIL PL	TUJUNGA	CA	91042
9320 E 35TH ST S	BLUE RIDGE BAPTIST CHURCH	9320 E 35TH ST	INDEPENDENCE	MO	64052

Notification Area Map

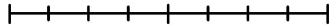
3417 S Denton Rd

Case #25-200-08



Legend

-  Notification Area
-  Parcels

0 50 100 200 US Feet


Prepared For: Planning Commission
Meeting Date: July 29, 2025



Property Owner Notification Affidavit

STATE OF MISSOURI

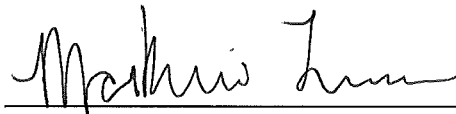
COUNTY OF JACKSON

Case No. #25-200-08

I, Mackenzie Lance, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 10 day of July, 2025.

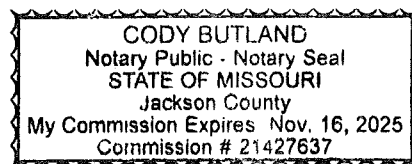


Signature of Agent, Owner or Attorney

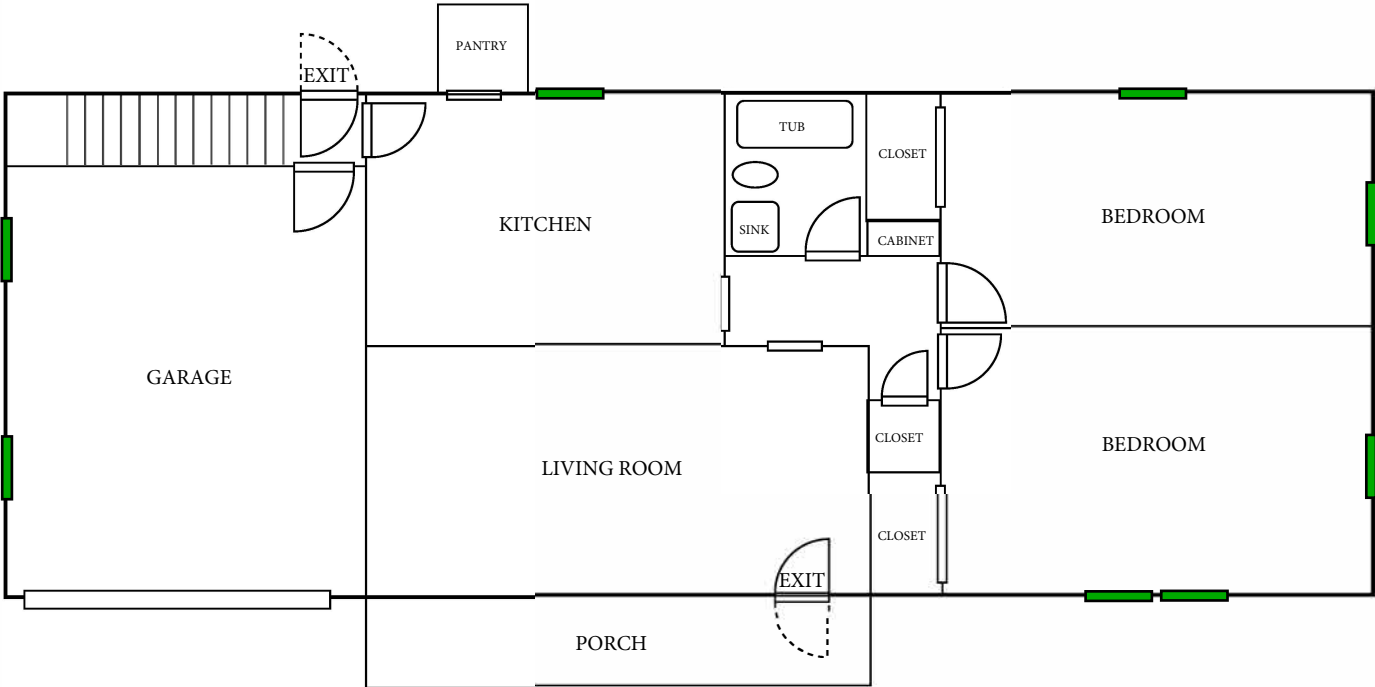
Subscribed and sworn to before me this 10th day of July, 2025.


Notary Public

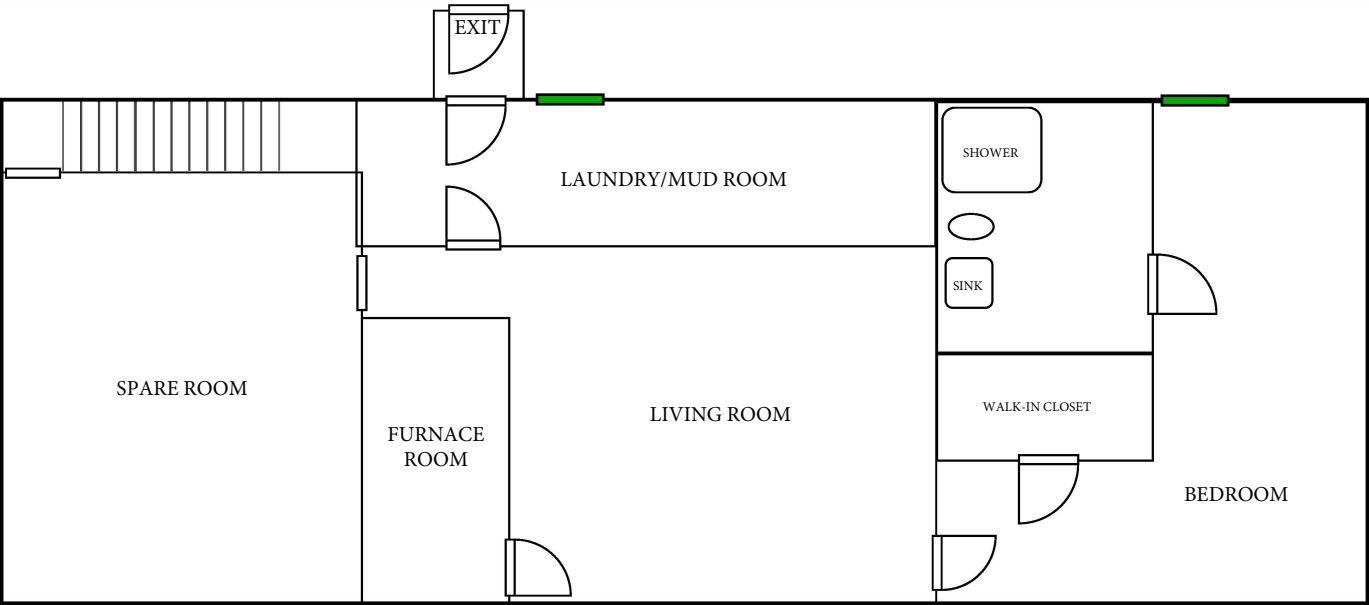
11/16/25
Commission Expiration Date



MAIN LEVEL



BASEMENT LEVEL



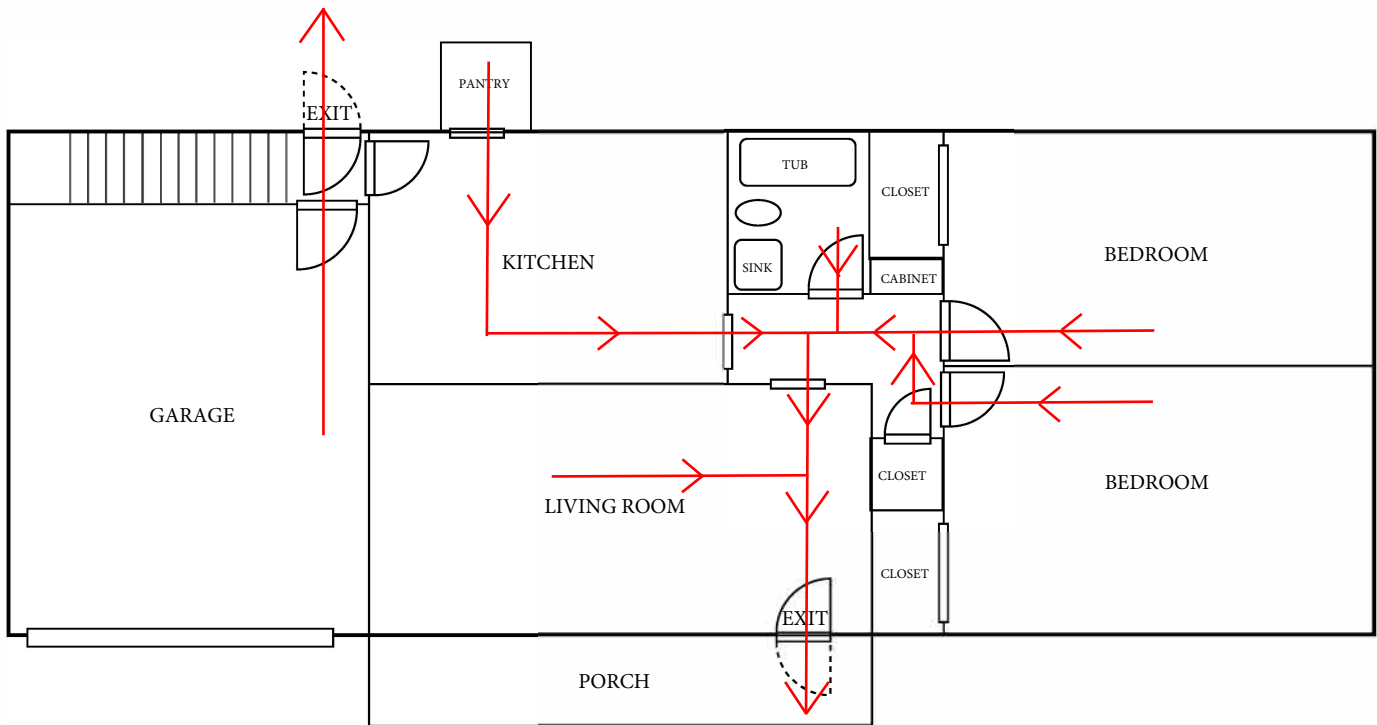
1 Car Garage

Paved Driveway
for 2 additional
vehicles

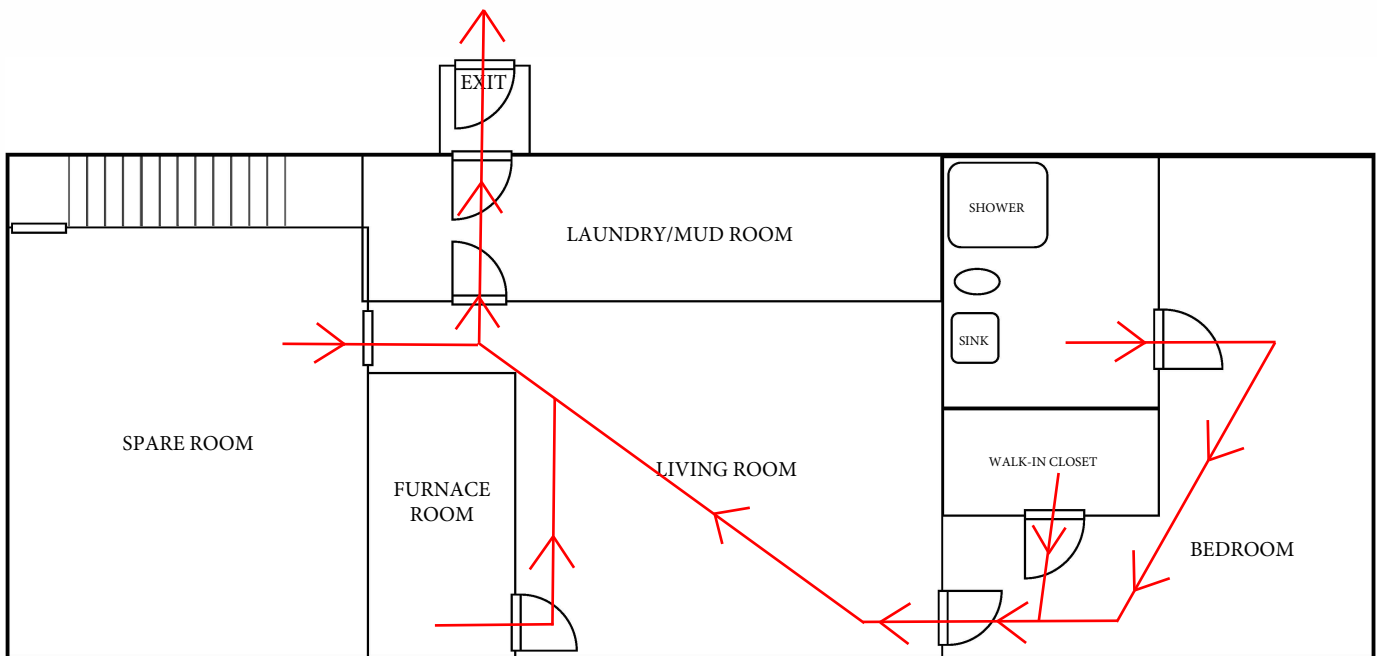
Paved
~~Gravel~~
parking
space for
1 vehicle

S Denton Road

MAIN LEVEL



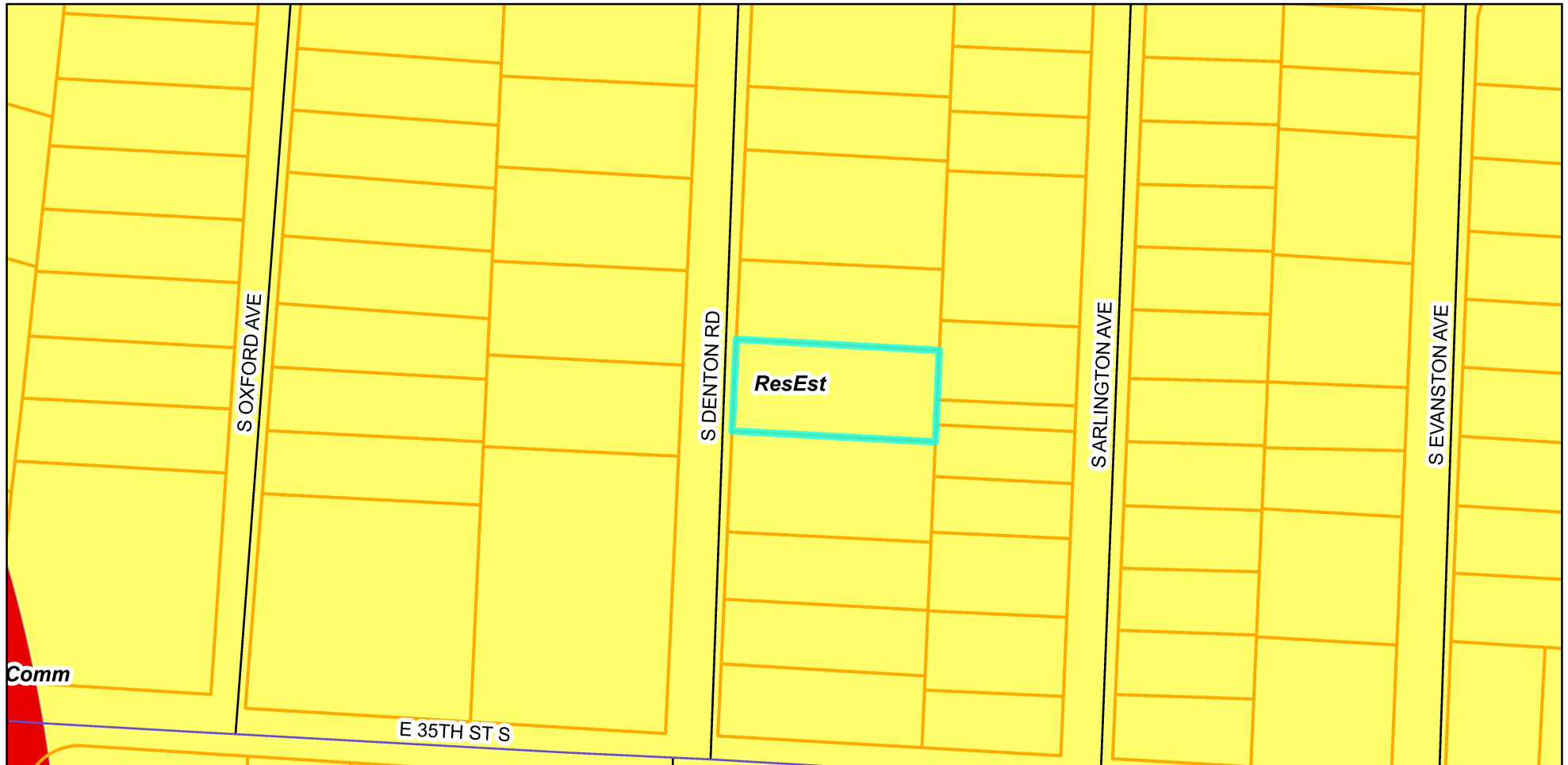
BASEMENT LEVEL



Comprehensive Plan

3417 S Denton Rd

Case #25-200-08



Legend

 Parcels

Comprehensive
Plan

 Residential
Neighborhoods

 Community
Commercial

0 100 200 400 US Feet

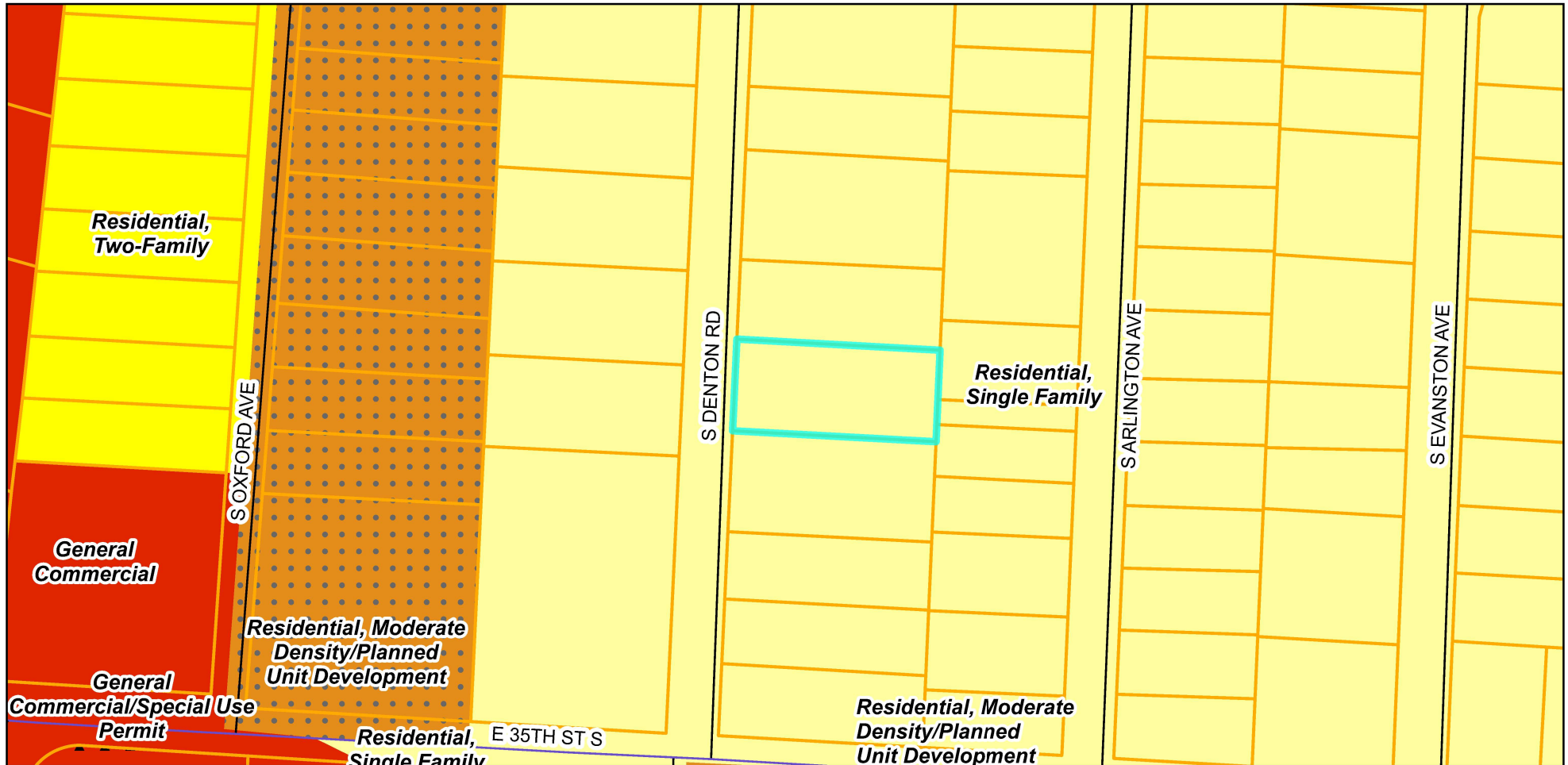
Prepared For: Planning Commission
Meeting Date: July 29, 2025



Zoning Map

3417 S Denton Rd

Case #25-200-08



Legend

Parcels	C-2/SUP	R-6
Zoning District	R-12	
C-2	R-18/PUD	

Prepared For: Planning Commission
Meeting Date: July 29, 2025





Planning Commission Minutes

July 29, 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 7/29/2025, 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, Michael Young. Absent - Jose Torres.

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.

Commissioner Nesbitt requested to pull Case 25-320-03 from the Consent Agenda.

1. **Planning Commission Minutes – July 15, 2025**

Motion

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 25-320-03 – Final Plat – Little Blue Estates, Plat 1B** – A request for approval of a Final Plat located west of Jackson Drive and north of Necessary Road.

In response to Commissioner Nesbitt's question, Mr. Harker stated there were four additional plats added.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 25-125-03 – Rezoning/PUD – 1316 S. Osage Street** – A request to rezone the property at 1316 S. Osage Street from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approve a Preliminary Development Plan.

Staff Presentation

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

In response to Commissioner Nesbitt's question, Mr. Harker stated the owner leases the property to the church. Mr. Harker noted the purpose of this rezoning/PUD is due to the number of children, not the intended use.

Applicant Comments

Michael Jones, 1316 S. Osage, stated they are under a lease to purchase contract with the owner. He noted the church runs a preschool program and they are a non-profit organization. He noted the church recently moved, and they are looking to move their preschool over to this new location. Mr. Jones said they focus on children who have been displaced or are in foster care.

In response to Commissioner Nesbitt's question, they are not interested in enrolling more than 49 students and noted they have other locations around the metro.

Public Comments

David Bailey, 1331 S. Osage, stated this church is in a very busy area with lots of crime and homeless people. He stated he believes this is a nuisance and is not fit for the neighborhood. He said they are a for-profit business and it should only be a church.

Mr. Jones stated they moved their church into this location in May and have done a lot of clean-up on the property. He said the outdoor play time will be during the day when most people are at work. Mr. Jones said they will be installing security cameras and have recently started towing abandoned vehicles to clean up the area.

In response to Commissioner Nesbitt's question, Mr. Jones said the fence will be on the Osage side. He also noted the Health Department has been out and they are close to being able to obtain a permit.

In response to Commissioner Ashbaugh's question, Mr. Jones said there will be additional

lighting installed with their security system.

Commissioner Comments

In response to Commissioner Ashbaugh's question, Mr. Harker stated there hasn't been any new construction, so a lighting plan wouldn't be required or reviewed.

Motion

Commissioner Edward Nesbitt made a motion to add a condition that a lighting plan be submitted and approved by staff. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case, with the conditions stated by staff and the condition added by the Planning Commission. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 25-200-08 – Special Use Permit – 3417 S. Denton** – A request for a Special Use Permit to operate a Bed & Breakfast.

Staff Presentation

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

In response to Chairwoman Wiley's question, Mr. Harker explained the difference between a Bed & Breakfast and a Short-Term Rental. He noted if the owner lives in the house, it's a Bed & Breakfast.

In response to Commissioner Nesbitt's question, eight was suggested because of the option for people to bring children. Commissioner Nesbitt questioned if there would be enough parking for the homeowner and guests. He's also concerned that this would not have an accessible parking area.

Applicant Comments

MacKenzie Lance, 3417 S. Denton, stated only she would have access to the garage. She noted she is planning to pave the gravel area for one guest vehicle.

In response to Commissioner Nesbitt's question, Ms. Lance said the spare room is under the garage. He noted to Ms. Lance that he will be requesting a larger driveway as a condition of approval.

Public Comments

No public comments.

Commissioner Comments

After discussion, the Planning Commissioners agreed that condition 6 should be amended that

only 6 guests (4 adults, 6 total) be allowed at one time. Condition 7 should be amended to require the driveway be widened to 30-feet from the street to the garage.

Motion

Commissioner Edward Nesbitt made a motion to approve the case with conditions as stated by staff and amended by the Planning Commission. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

With a vote from the Planning Commission, Case 25-400-09 was heard before Case 25-175-03.

OTHER BUSINESS

1. **Case 25-400-09 – Short-Term Rental – 1308 N. Vista Drive** – 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.

Commissioner Nesbitt said short-term rentals really need to have accessible parking spaces and he'd like to see the driveway widened. Mr. Glaser reviewed the parking standards and noted short-term rentals are not required to be ADA-compliant.

Applicant Comments

Wanda Crose, 2021 Blue Mills Road, stated they have several long-term rentals and are interested in trying a short-term rental.

Marshall Crose, stated he'd like to get his kids involved with cleaning and mowing/upkeep of the house. He said he thinks the driveway is appropriate for the house and neighborhood.

Public Comments

Ed Monaco, 1310 S. Vista Drive, said he's concerned about a constant flow of people in and out all the time.

Mr. Crose said they will have a noise monitoring device and he's only 20 minutes away should there be any issues at the residence.

Commissioner Comments

Commissioner Ashbaugh noted it may not make sense for this house to have an accessible parking spot.

City Attorney Langford noted it would not be appropriate to add a condition to require an accessible parking space for short-term rentals without the Council's direction.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

3. **Case 25-175-03 – UDO Amendment #74 – Historic Square District** – A request to amend the Unified Development Ordinance relating to the Historic Square District.

Staff Presentation

Tom Scannell presented the case. Mr. Scannell stated the existing HSQ District was included in the UDO when it was adopted in 2009; this district was based on the 2005 Independence Square Revitalization Plan which had a focus more on facade upgrades, repurposing, or infill on empty lots with the intent of strengthening its historical architecture influence and style. Unfortunately, this District was never implemented and has become out of date with current market conditions and the recently adopted Reshaping the Square Redevelopment Plan.

Mr. Scannell noted the HSQ District is intended to be applied to the Independence Square generally between Pleasant Street to the west, Walnut Street to the south, Truman Road to the North and the railroad tracks to the East of Noland Road. The purpose of the District is intended to preserve and enhance the unique character of the City's historic square area. It aims to create a vibrant, artistic, safe, and bustling downtown filled with new residents, thriving eateries, and entertainment where friends and family can enjoy their surroundings. This district is an active center of living and commerce, showcasing the history and architecture unique to Independence.

Mr. Scannell stated this amendment is a key step in the implementation of Reshaping the Square master plan and creates a set of redevelopment standards designed to closely align with the objectives outlined in this Plan.

Chairwoman Wiley questioned if she could vote on this case due to her working on the Square Master Plan. Mr. Langford stated she did not need to recuse from voting.

Chairwoman Wiley questioned if the City is giving up anything by doing this amendment. Mr. Scannell said it should be easier for revitalization and the City would not be giving anything up. Mr. Scannell stated the Master Plan did account for the demolition of City Hall and the Police Department.

In response to Commissioner Nesbitt's question, Mr. Scannell reviewed what changes there would be within the HSQ District. He noted the transition zone would allow for more flexibility that it could be residential or non-residential. Mr. Scannell said this is only a UDO Amendment and does not have any tax incentives.

Commissioner O'Neill said it sounds like this will make zoning easier for developers.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 5, No 1, Abstained 0.

ROUNDTABLE - NEXT MEETING AUGUST 12, 2025

Info Only - Case 25-100-16 – Rezoning – 2310 S. Harvard – was withdrawn.

Commissioner Nesbitt stated he would like staff to look into the driveways for short-term rentals and bed and breakfast. Mr. Scannell said staff could look into parking and report back to the Planning Commission.

In response to Commissioner Ashbaugh's question, Mr. Scannell said if there is a site plan, light standards do apply.

ADJOURNMENT

The meeting was adjourned at 8:00 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the Noland South Shopping Center Community Improvement District five-year budget amendment. ***Full Public Hearing.***

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

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

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

None

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-084 **1R** An ordinance approving the petition to amend the five-year budget for the Noland South Shopping Center Community Improvement District, making findings and authorizing other actions, and approving the first amendment to the cooperative agreement among the City of Independence, Missouri, the Noland South Shopping Center Community Improvement District, and the Noland South Development Company, L.L.P. **1R Read**

Recommendations:

Staff recommends approval.

Background:

Petitioners representing more than fifty percent (50%) per capita of all owners of the District, and landowners within the District collectively owning more than 50% by assessed valuation have submitted a Petition to Amend the Five-Year Budget for the Noland South Community Improvement District (the “Amended Petition”), which adds updating and improving roofs and HVAC units for the buildings within the District. Petitioners also request an updated blight finding, and the Amended Petition also includes an updated blight analysis, which provides that the current buildings have unsanitary or unsafe conditions and deterioration of site improvements, which constitutes an economic and social liability.

The petition meets the requirements laid out in the City’s Economic Development Incentives policy and is in compliance with the Missouri State Statutes.

The Noland South Shopping Center CID was established by the City June 6, 2022, and at that time a blight finding was made by the City by reason of unsanitary or unsafe conditions and the deterioration of site improvements. Within the original petition seeking to establish the District, the District contemplated the following improvements: parking lot improvements, landscaping, façade improvements and signage.

The Petitioners are now seeking to amend the original Petition to include the following projects: roof improvements and the acquisition and installation of new HVAC units. Under the CID Act, the Petitioner is required to include all improvements they intend to spend CID revenues on, and to add projects requires an amendment to the Petition.

Further, the Petitioners are seeking an updated blight finding for the District, which is attached as Exhibit E to the Amended Petition. The Blight Study states that the District is blighted due to a predominance of unsanitary or unsafe conditions and the deterioration of site improvements. The Blight Study concludes that the existence of these factors constitutes an economic or social liability in its present condition and use, in accordance with the CID Act. The Amended Blight Study is specifically focused on the condition of the buildings’ roofs and HVAC components.

The remainder of the Amended Petition remains the same as the original Petition, and there

are no changes to the funding mechanisms, powers, or Board of Director make-up of the District. The District currently imposes a 1% sales tax.

Petitioner also seeks to approve a First Amendment to the Cooperative Agreement. The City approved the current Cooperative Agreement on October 3, 2022. The amendment updates the project list to include the new improvements contemplated by the Amended Petition.

Emergency Justification:

Fiscal Impact:

Council Action:

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

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance Approving Amended CID Petition & Cooperative Agreement
2. Amended CID Petition - FILED
3. Amended CID Cooperative Agreement - Draft

Bill No. _____

Ordinance No. _____

AN ORDINANCE APPROVING THE PETITION TO AMEND FIVE-YEAR BUDGET FOR THE NOLAND SOUTH SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT, MAKING FINDINGS AND AUTHORIZING OTHER ACTIONS, AND APPROVING THE FIRST AMENDMENT TO COOPERATIVE AGREEMENT AMONG THE CITY OF INDEPENDENCE, MISSOURI, THE NOLAND SOUTH SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT AND THE NOLAND SOUTH DEVELOPMENT COMPANY, L.L.P.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, as amended (the “**CID Act**”), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district;

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

WHEREAS, on June 6, 2022, the City Council of the City (the “**City Council**”) did pass Ordinance No. 19335 which approved the formation of the Noland South Shopping Center Community Improvement District (the “**District**”) and the Petition to Establish the Noland South Shopping Center Community Improvement District (the “**Original Petition**”);

WHEREAS, on October 3, 2022, the City Council approved the Cooperative Agreement among the City, the District, and Noland South Development Company, L.L.P (the “**Developer**”) dated October 3, 2022 (the “**Original Cooperative Agreement**”);

WHEREAS, on August 18, 2025, property owners within the District filed with the Independence City Clerk (the “**City Clerk**”) a Petition to Amend Five-Year Plan Budget for the Noland South Shopping Center Community Improvement District (the “**Amended Petition**”) pursuant to the CID Act, which amends the five-year plan and adds additional projects and improvements to the District;

WHEREAS, the City Clerk verified that the Amended Petition substantially complies with the CID Act, submitted the verified Amended Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law;

WHEREAS, none of the signatures of the signers of the Amended Petition were withdrawn within seven days after the Amended Petition was filed with the City Clerk;

WHEREAS, all the real property included in the District is entirely located within the City of Independence;

WHEREAS, the applicants seek that the property within the District be declared a blighted area pursuant to the CID Act;

WHEREAS, on September 15, 2025, the City Council held a public hearing at which all persons interested in the Amended Petition were allowed an opportunity to speak;

WHEREAS, the Amended Petition being fully heard before the City Council, the City Council now desires to approve the Amended Petition and make such other finds as necessary;

WHEREAS, the City further desires to amend the Original Cooperative Agreement to include the additional projects and improvements (the “**Amended Cooperative Agreement**”) substantially in the form attached hereto as **Exhibit A**; and

WHEREAS, the City Council hereby determines that it is in the best interests of the City to approve the Amended Petition and enter into the Amended Cooperative Agreement with the District and the Developer.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, as follows:

SECTION 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Amended Petition.

SECTION 2. The City Clerk has verified that the Amended Petition substantially complies with all submission requirements of the CID Act.

SECTION 3. The Amended Petition, a copy of which is on file with the City Clerk, is hereby approved and the five-year plan and additional projects and improvements contemplated therein are hereby added to the District.

SECTION 4. As set forth in the Amended Petition, the District shall continue to be governed by a board of directors consisting of six (6) members whose successors shall be appointed as provided in the Original Petition and the Amended Petition.

SECTION 5. The District’s one percent (1%) sales tax, approved by the qualified voters of the District, shall continue as set forth in the Original Petition and the Amended Petition and in conformance with the CID Act.

SECTION 6. The District shall continue to have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Original Petition and Amended Petition.

SECTION 7. The maximum length of time for existence of the District shall be twenty-seven (27) years following the effective date of the Ordinance approving the Original Petition.

SECTION 8. The Council hereby finds that the property within the District area is a Blighted Area as defined in the CID Act. The Council's determination that the property in the District area is a Blighted Area is based on the Amended Blight Study submitted to the City and included in the Petition as Exhibit E, and the Council hereby concludes that, by reason of insanitary or unsafe conditions and deterioration of site improvements, the property in the District area constitutes an economic and social liability in its present condition and use. The District may exercise the additional powers granted by the CID Act within the District area to remediate the blighting conditions.

SECTION 9. The Amended Cooperative Agreement is hereby approved in substantially the form attached hereto as **Exhibit A** and the Mayor is authorized to execute the Amended Cooperative Agreement on behalf of the City, with such changes therein as shall be approved by the City Manager, the City Manager's signature thereon being conclusive evidence of his approval thereof.

SECTION 10. City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 11. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 12. This ordinance shall be in full force and effect ten (10) days after the date of its passage and approval.

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

Presiding Office 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
Amended Cooperative Agreement

[Attached]

August 18, 2025

VIA U.S. MAIL

Susanne Holland
City Clerk
Independence City Hall
111 E Maple Ave
Independence, MO 64050
CityClerk@indepmo.org

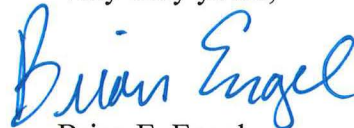
**Re: Petition to Amend Five-Year Plan Budget for the
Noland South Shopping Center CID**

Dear Susanne:

Enclosed is a Petition to the City of Independence, Missouri for the amendment of the Five-Year Plan Budget for the Noland South Shopping Center Community Improvement District ("District") for filing, which includes an updated blight study addressing blighting conditions inside existing buildings with the District. Pursuant to Sections 67.1401.2(3) and 67.4121.4. RSMo, we are requesting that the City Council affirm its previous determination that the area within the District, including existing buildings, is a blighted area.

Please sign, date, and place your seal on the Clerk's Receipt of Petition page where indicated.

Very truly yours,


Brian E. Engel

BEE:kab
enclosures

cc: Christopher S. Shank, via e-mail
Tom Scannell, via e-mail
Megan Miller, via e-mail
William B. Moore, via e-mail

Attorneys at Law || 4510 Belleview Avenue, Suite 300 || Kansas City, MO 64111 || rousepc.com

**PETITION TO AMEND FIVE-YEAR PLAN BUDGET
FOR THE
NOLAND SOUTH SHOPPING CENTER
COMMUNITY IMPROVEMENT DISTRICT**

INDEPENDENCE, JACKSON COUNTY, MISSOURI

July 25, 2025

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EXHIBITS

- EXHIBIT A DISTRICT LEGAL DESCRIPTION
- EXHIBIT B DISTRICT BOUNDARY MAP
- EXHIBIT C PARCEL NUMBERS AND ASSESSED VALUES OF PROPERTY WITHIN DISTRICT
- EXHIBIT D AMENDED FIVE-YEAR PLAN'S ESTIMATE OF REVENUES AND COSTS OF IMPROVEMENTS AND SERVICES
- EXHIBIT E AMENDED BLIGHT STUDY

**PETITION TO AMEND FIVE-YEAR PLAN BUDGET FOR THE
NOLAND SOUTH SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT**

To the City Council (“City Council”) of the City of Independence, Missouri (“City”):

Noland South Development Company, L.L.P., a Missouri limited liability partnership (“Petitioner”), as the owner of all the real property within the Noland South Shopping Center Community Improvement District (“District”), submitted its Petition to Establish the District (“Formation Petition”) on May 3, 2022. The City Council approved the formation of the District by Ordinance No. 19335 (“Formation Ordinance”) adopted on June 6, 2022, pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended, (“Act”), and declared that the property within the District is a blighted area as defined in the Act. The District was formed as a political subdivision of the State of Missouri to fund capital improvements and services to remediate the blighting conditions found to exist within the District by rehabilitating the Noland South Shopping Center as described in the Formation Petition, including: (i) capital improvements and maintenance within the District, specifically including parking lot, landscaping, façade, and signage improvements; (ii) maintenance and cleaning services to public areas within the District; (iii) remediation of blighting conditions on private property within the District as permitted under the Act; (iv) administration and operation of the District; and (v) further all other desired improvements and services not specifically limited, or prohibited, by the Formation Petition or the Act.

To fund the Project, the District imposes a one percent (1.0%) sales tax (“Sales Tax”) approved by the qualified voters within the District in accordance with the Act for a maximum period of twenty-seven (27) years from the date of the Formation Ordinance. The Sales Tax became effective on October 1, 2022. The District, the Petitioner, and the City entered into the Cooperative Agreement (“Cooperative Agreement”) dated October 3, 2022, to set forth their respective rights and obligations concerning the operation of the District and for the development, construction, financing, and implementation of the Project and the District’s administration.

I. PETITIONER

The Petitioner, as the owner of all the real property within the District, signed this Petition to Amend Five-Year Plan Budget (“Petition”) and: (a) owns more than 50% of the assessed value of the District Land (as defined below); and (b) comprises more than 50% per capita of all owners of property within the District. The Petitioner is filing this Petition to add additional capital improvements to the Five-Year Plan budget for the demolition, removal, renovation, reconstruction, or rehabilitation of existing buildings and structures within the District to remediate blighting conditions as permitted under the Act.

II. DESCRIPTION OF THE DISTRICT

A. Proposed Name of The District – no change – see Formation Petition

B. Legal Description

The District includes all of the real property (“District Land”) legally described in Exhibit A (“District Legal Description”) attached to this Petition.

C. Boundary Map

A map illustrating the general boundaries of the District is attached to this Petition as Exhibit B (the “District Boundary Map”). There are no changes to the District Legal Description or the District Boundary Map.

D. Notice to Petitioners

The signatures of Petitioners signing this Petition may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

III. FIVE YEAR PLAN

A. Purposes of the District – no change – see Formation Petition

B. Improvements and Services – no change – see Formation Petition

C. Estimate of Revenues and Costs of Improvements and Services

The commencement of the Eligible Services (as defined in the Formation Petition) and the levy and collection of the Sales Tax occurred within the first year of the District’s existence. The Five-Year Plan’s estimate of revenues from the collection of the District’s sales tax, and amended estimated costs related to the provision of the Eligible Services are shown on Exhibit D attached to this Petition.

IV. GOVERNANCE OF THE DISTRICT, ESTABLISHMENT AS POLITICAL SUBDIVISION AND APPOINTMENT OF DIRECTORS – no change – see Formation Petition

V. ASSESSED VALUE

The current total assessed value of all of the real property within the District for 2025 is \$3,565,747. The assessed value for each parcel within the District is shown on Exhibit C attached to this Petition.

VI. BLIGHT DETERMINATION

The Blight Study dated March 17, 2022, prepared by Sterrett Urban LLC was submitted as part of the Formation Petition, and the City Council declared in the Formation Ordinance that the District Land is a blighted area as defined in the Act. An amended Blight Study dated March 31, 2025 is attached to this Petition as Exhibit E showing that blighting conditions also exist within the buildings and structures located in the District. The Petitioner seeks a finding that the District Land, including the buildings and structures located in the District, is a blighted area as defined in the Act.

VII. LIFE OF DISTRICT – no change – see Formation Petition

VIII. REAL PROPERTY TAXES AND BUSINESS LICENSE TAXES – no change -see Formation Petition

IX. SPECIAL ASSESSMENTS – no change – see Formation Petition

X. SALES TAX – no change – see Formation Petition

XI. LIMITATIONS ON BORROWING CAPACITY, REVENUE GENERATION AND DISTRICT POWERS - no change – See Formation Petition

XII. REQUEST TO AMEND FIVE-YEAR PLAN BUDGET

By execution and submission of this Petition, the Petitioner requests that the City Council approve the amended Five-Year Plan attached as Exhibit C to this Petition, which budget shall replace the Five-Year Plan Budget attached as Exhibit D to the Formation Petition.

XIII. SEVERABILITY

If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

**Signature Page for Petition to Amend Five-Year Plan Budget for the
Noland South Shopping Center Community Improvement District**

I request that the City Council of the City of Independence, Missouri approve this Petition to Amend Five-Year Plan Budget for the Noland South Shopping Center Community Improvement District (the "Petition").

Owner Name Noland South Development Company, L.L.P.
Property Address See below
Owner Telephone Number 816-876-2526
Owner Mailing Address 4800 Main Street Suite 400, Kansas City, MO 64112

If signer is different from owner:

Name of Signer: Christopher S. Shank
State basis of legal authority to sign: Authorized Partnership Representative
Signer's Telephone Number: 816.482.0652
Signer's Mailing Address: 1968 Shawnee Mission Parkway, Mission Woods, KS 66208

If the owner is an individual, state if the owner is single or married: N/A

If the owner is not an individual, state what type of entity: Partnership

The map and parcel numbers and assessed value of the property owned:

Map #	Parcel ID	Address	AV 2025
1	33-520-10-63-02-0-00-000	4420 S NOLAND RD	\$533,724
2	33-520-10-63-01-4-00-000	4354 S NOLAND RD	\$1,033,830
3	33-520-10-63-01-5-00-000	4340 S NOLAND RD	\$322,560
4	33-520-10-62-00-0-00-000	4400 S NOLAND RD	\$282,208
5	33-520-10-63-03-0-00-000	4466 S NOLAND RD	\$591,334
6	33-520-10-63-01-1-00-000	4452 S NOLAND RD	\$261,542
7	33-520-10-63-01-3-00-000	4452 S NOLAND RD	\$50,827
8	33-520-10-55-02-0-00-000	4500 S NOLAND R	\$108,099
9	33-520-10-54-00-0-00-000	4510 S NOLAND RD	\$391,623
	Total		\$3,565,747

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition, has read the Petition, is authorized to execute this signature page on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Independence, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later Than seven (7) days after this Petition is filed with the clerk of the City.

By:  8/14/25
Date

State of Kansas)
County of Johnson) ss:

Before me personally appeared Christopher S. Shank, to me personally known to be the individual(s) described in and who executed the preceding Petition on behalf of said company/owner and acknowledged to me that he or she executed the same for the purposes therein stated as the free act and deed of said company/owner.

Witness my hand and official seal this 14th day of August, 2025.

My Commission Expires: 1/22/28


Notary Public



NOLAND SOUTH SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT

CLERK'S RECEIPT OF PETITION

This Petition was filed in the office of the City Clerk of the City of Independence, Missouri on the ____ day of _____, 2025.

Susanne Holland
City Clerk

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT

4510 S NOLAND RD
33-520-10-54-00-0-00-000
RNG-32 TWP-49 SEC-26 BEG 875' N & 45' W OF SE COR NW 1/4 TH W 400' TH N 245' TH E 400' TH S 245' TO POB

AND

4500 S NOLAND RD
33-520-10-55-02-0-00-000
RNG-32 TWP-49 SEC-26 PT OF E 1/2 NW 1/4 DAF: BEG AT PT 650' S OF NW 1/4 TH S ALG W LI E 1/2 SD 1/4 1103.51' TH E 25' TO TRU POB TH N 270.98' TH E 65' TH S .91' TH E 598.90' TH ALG A CURV TO RI 89.37' TH S 77 DEG E 24.78' TH ALG A CURV TO LF 74.79' TH S 245' TH W 850.58' TO TRU POB

AND

4400 S NOLAND RD
33-520-10-62-00-0-00-000
RNG-32 TWP-49 SEC-26 PT OF NW 1/4 DAF: BEG SE COR LOT 54 HOLIDAY HILLS TH E 983.36' TO W ROW NOLAND RD TH S ALG SD ROW 200' MOL TH W 70' TO TR POB: TH S 200' TH W 200' TH N 200' TH E 220' TO TR POB (JACKS OR BETTER REST)

AND

4452 S NOLAND RD
33-520-10-63-01-1-00-000
RNG-32 TWP-49 SEC-26 BEG AT SE COR LT 58 HOLIDAY HILLS TH E 402.5' TH SLY 200' TH W 290' TH S 64.03' MOL TH W 199.04' TO TRU POB TH SLY 519' MOL TH W 111' TH N 395' MOL TH E 4.5' TH N 122' TH E 106.5' TO TRU POB (KNOWN AS LEE WARDS)

AND

4452 S NOLAND RD
33-520-10-63-01-3-00-000
RNG-32 TWP-49 SEC-26 BEG 783.56' S OF SE COR OF LT 54 HOLIDAY HILLS TH E 383.3' TH N 400.26' TH W 297' TH S 75' TH W 90.25' TH S 323' TO POB

AND

4354 S NOLAND RD
33-520-10-63-01-4-00-000
RNG-32 TWP-49 SEC-26 PT OF NW 1/4 DAF: BEG SE COR LOT 58 HOLIDAY HILLS TH E 137.40' TH S 133.62' TH E 265' TH S 690' TH W 260.08' TH N 242.89' TH E 190' TH N 358.87' TH W 220' TH S 64' TH W 305.54' TH N 120' TH W 127' TH N 85' TH W 32.5' TH N 16.78' TH E 67' TH N 40' TH E 290' TO POB

AND

4340 S NOLAND RD

33-520-10-63-01-5-00-000

RNG-32 TWP-49 SEC-26 PT OF NW 1/4 DAF: BEG 137.48' E OF SE COR LT 58 HOLIDAY
HILLS TH E 265.04' TO W LI NOLAND RD TH SLY 129.20' TH WLY 265' TH WHY 133.62'
TO POB

AND

4420 S NOLAND RD

33-520-10-63-02-0-00-000

KNOWN AS CHILD WORLD ALSO DAF: BEG SW COR LT 54 HOLIDAY HILLS TH E 227'
TH S 56' TH E 32.5' TH S 85' TH E 127' TH S 242' TH W 297' TH S 75' TH W 90' TH N 462' TO
POB

AND

4466 S NOLAND RD

33-520-10-63-03-0-00-000

KNOWN AS HANDY DAN DAF: BEG SE COR LT 58 TH E 402' TH S 557' TH W 70' TO
TRUE POB TH W 190' TH S 242' TH W 142' TH N 30' TH W 86' TH N 519' MOL TH E 199' TH
S 147' TH E 219' TH S 158' TO POB

EXHIBIT B

MAP OF DISTRICT



EXHIBIT C

PARCEL NUMBERS AND ASSESSED VALUES OF PROPERTY WITHIN DISTRICT

Noland South CID

Parcel Numbers and Assessed Values (2025):

Map #	Parcel ID	Address	AV 2025
1	33-520-10-63-02-0-00-000	4420 S NOLAND RD	\$533,724
2	33-520-10-63-01-4-00-000	4354 S NOLAND RD	\$1,033,830
3	33-520-10-63-01-5-00-000	4340 S NOLAND RD	\$322,560
4	33-520-10-62-00-0-00-000	4400 S NOLAND RD	\$282,208
5	33-520-10-63-03-0-00-000	4466 S NOLAND RD	\$591,334
6	33-520-10-63-01-1-00-000	4452 S NOLAND RD	\$261,542
7	33-520-10-63-01-3-00-000	4452 S NOLAND RD	\$50,827
8	33-520-10-55-02-0-00-000	4500 S NOLAND RD	\$108,099
9	33-520-10-54-00-0-00-000	4510 S NOLAND RD	\$381,623
	TOTAL		\$3,565,747

EXHIBIT D

FIVE-YEAR PLAN

ESTIMATED COSTS OF IMPROVEMENTS AND SERVICES*

I. **General.** The District will be established to fund those items set forth below in the CID Project Budget, and also fund the initial start-up costs and ongoing operating costs of the District. The District Projects will serve the public purpose of remediating the blighting conditions found to exist within the District.

II. **District Purposes.** The purposes of the District are to:

- (1) Provide or cause to be provided for the benefit of the District, certain improvements more specifically described in this Petition;
- (2) Fund the costs, expenditures, and undertakings of the District;
- (3) To levy and collect the Sales Tax in order to provide a source of payment for the District Projects; and
- (4) Such other purposes and activities authorized by the Act and allowed by the Petition.

III. **Estimated Initial Five-Year Budget.** The estimated revenue from the Sales Tax and expenditures are as follows for the initial five years of the District:

	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026
A Estimated Sales Tax Revenue (1.0%)	\$25,196	\$101,793	\$102,811	\$103,839	\$104,877
B Expenditures					
1 Capital Improvements					
Parking Lot	\$1,571,563				
Landscaping	\$315,439				
Façade	\$540,487				
Signage	\$160,042				
Buildings (Roofs, HVAC, etc.)				1,001,439	1,001,439
2 Insurance	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
3 Legal	\$15,000	\$2,500	\$2,500	\$2,500	\$2,500
4 Accounting	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
5 Expenditure Total	\$2,607,031	\$7,000	\$7,000	\$7,000	\$7,000
C Net of Revenue/Expenditures	<u>(\$2,581,835)</u>	<u>\$94,793</u>	<u>\$95,811</u>	<u>(\$911,600)</u>	<u>(\$910,562)</u>

Notes:

A The sales tax may only be levied after an approved board resolution and sales tax election in accordance with the CID Act. The sales tax is estimated to become effective September 1, 2022, subject to qualified voter

D-1

NOLAND SOUTH SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT

approval in a mail-in ballot election. Any sales tax approved by qualified voters will not become effective until the first day of the second quarter following the approval of such tax.

B For the first year, this includes all legal costs associated with the formation of the District, drafting, filing and prosecuting this Petition, the negotiation of any and all agreements between the District and the City, and engineering, insurance and accounting fees.

* To the extent the actual revenue and costs of improvements vary from this five-year plan and CID Project Budget, the District's budget will be modified by the Board on an annual basis.

EXHIBIT E
AMENDED BLIGHT STUDY

Noland South
Community Improvement District

Blight Study Amendment

Noland South Development Co., LLP
Independence, Missouri
March 31, 2025



Patrick Sterrett
Sterrett Urban, LLC
704 Canter St.
Raymore, Missouri 64083
(816) 283.7222
psterrett@sterretturban.com

Noland South
Community Improvement District

Blight Study Amendment

Noland South Development Co., LLP
Independence, Missouri
March 31, 2025

Table of Contents

Section I:	Introduction Definitions Study Methodology Previous Blight Determinations Boundary Map Report Format
Section II:	Determination of Building System Conditions and Contribution to Blight Roof Systems and Heating, Ventilation, and Air Conditioning RSMo. 67.1401.2(3)

Section I

Introduction

The purpose of this analysis is to amend the “Noland South Community Improvement District – Blight Study,” dated March 21, 2022 (the “Blight Study”), to address the condition of the roof systems and heating, ventilation, and air conditioning equipment of the Noland South Shopping Center and Noland South Place to determine if the building components contribute to blight in the Noland South Community Improvement District. An evaluation of the building components addressed in this “Noland South Community Improvement District – Blight Study Amendment,” dated June 4, 2025 (the “Amendment”), were not previously included in the Blight Study.

The City Council of the City of Independence, Missouri approved Ordinance No. 19335, which, in addition to approving the petition and establishing the Noland South Community Improvement District, stated certain findings made by the City Council. In Section 8 of Ordinance No. 19335, the following was stated with regard to a finding of blight by the City Council:

SECTION 8. The Council hereby finds that the property within the District area is a Blighted Area as defined in the CID Act. The Council’s determination that the property in the District area is a Blighted Area is based on the Blight Study that was submitted to the City, and the Council hereby concludes that, by reason of insanitary or unsafe conditions and deterioration of site improvements, the property in the District area constitutes an economic and social liability in its present condition and use. The District may exercise the additional powers granted by the CID Act within the District area to remediate the blighting conditions.

The consultant visited the Study Area in March 2025. The effective date of this study is March 31, 2025, the date of inspection.

The Study Area encompasses nine (9) tax parcels containing approximately 25.1 acres.

Definitions

Community Improvement District

Chapter 67 of the Missouri Revised Statutes, entitled “Political Subdivisions, Miscellaneous Powers”, under Sections 67.1401 to 67.1571, entitled the Community Improvement District Act, allows for the establishment of a Community Improvement District (“CID”). A CID is either a political subdivision or a nonprofit corporation and is a separate legal entity distinct and apart from the municipality or county that creates the district. The CID consists of the area in which the improvements are to be constructed or services are to be provided and is created by petition circulated within the proposed district.

CIDs are established for the purpose of financing a wide range of public-use facilities and establishing and managing policies and public services relative to the needs of the CID. CIDs can impose special assessments, real property taxes, sales taxes, and fees. CIDs can also be combined with other funding methods to pay for additional services and improvements.

If a CID is located in a blighted area, it has additional powers and may expend its revenues or loan funds to correct blighted conditions on private property within the CID.

The CID Act states the following with regard to the additional powers conferred upon a CID located in a blighted area:

2. Each district which is located in a blighted area or which includes a blighted area shall have the following additional powers:

- (1) Within its blighted area, to contract with any private property owner to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure owned by such private property owner; and*
- (2) To expend its revenues or loan its revenues pursuant to a contract entered into pursuant to this subsection, provided that the governing body of the municipality has determined that the action to be taken pursuant to such contract is reasonably anticipated to remediate the blighting conditions and will serve a public purpose.*
(67.1461.2, RSMo.)

The CID Act provides the following definition for a blighted area, effective August 28, 2021:

“Blighted area”, the same meaning defined pursuant to section 99.805;
(67.1401.2(3) RSMo.)

*(1) “**Blighted Area**”, an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.* (99.805(1), RSMo.)

Since these definitions are a general overview pertaining to all sites, it is important to clarify their intention as it applies to the Noland South Community Improvement District. According to state law, it is unnecessary for every condition of blight to be present in order to be eligible as a blighted area. Rather, an area can be qualified as a blighted area when as few as one or more conditions are present. The conditions need not be present in each parcel but must be found in the study area as a whole. With this understanding, the Blight Study presented an overview of factors within the Study Area including a review of physical, economic, and social conditions sufficient to make a determination of a blighted area. The “Summary of Findings” provided conclusions regarding the analysis and presence of blight in key areas; however, it was the City

of Independence, Missouri City Council that made a final determination of a blighted area for the entire Study Area based on the extent to which conditions constituted a liability for the Study Area.

Methodology

This Blight Study Amendment will examine if the building systems in question – roof systems and heating, ventilation, and air conditioning – exhibit insanitary or unsafe conditions or deterioration of improvements (the two conditions cited in Ordinance No. 19355) and if the presence of those conditions contribute to an economic and/or social liability in their present condition and use.

The Blight Study Amendment includes a detailed analysis of the subject building system improvements. Qualifying blight conditions were identified and analyzed on a parcel-by-parcel basis to produce a chart showing blight conditions related to the subject building system improvements present in the Study Area.

Data was collected from the property owner and inspections made of the property to document physical blighting conditions as set out in the state statute. Additional supplemental and updated information was obtained through discussions with the property owner and property manager, and a report of the building conditions commissioned by the property owner.

The consultant visited the Study Area in March 2025. The effective date of the study is March 31, 2025, the date of analysis.

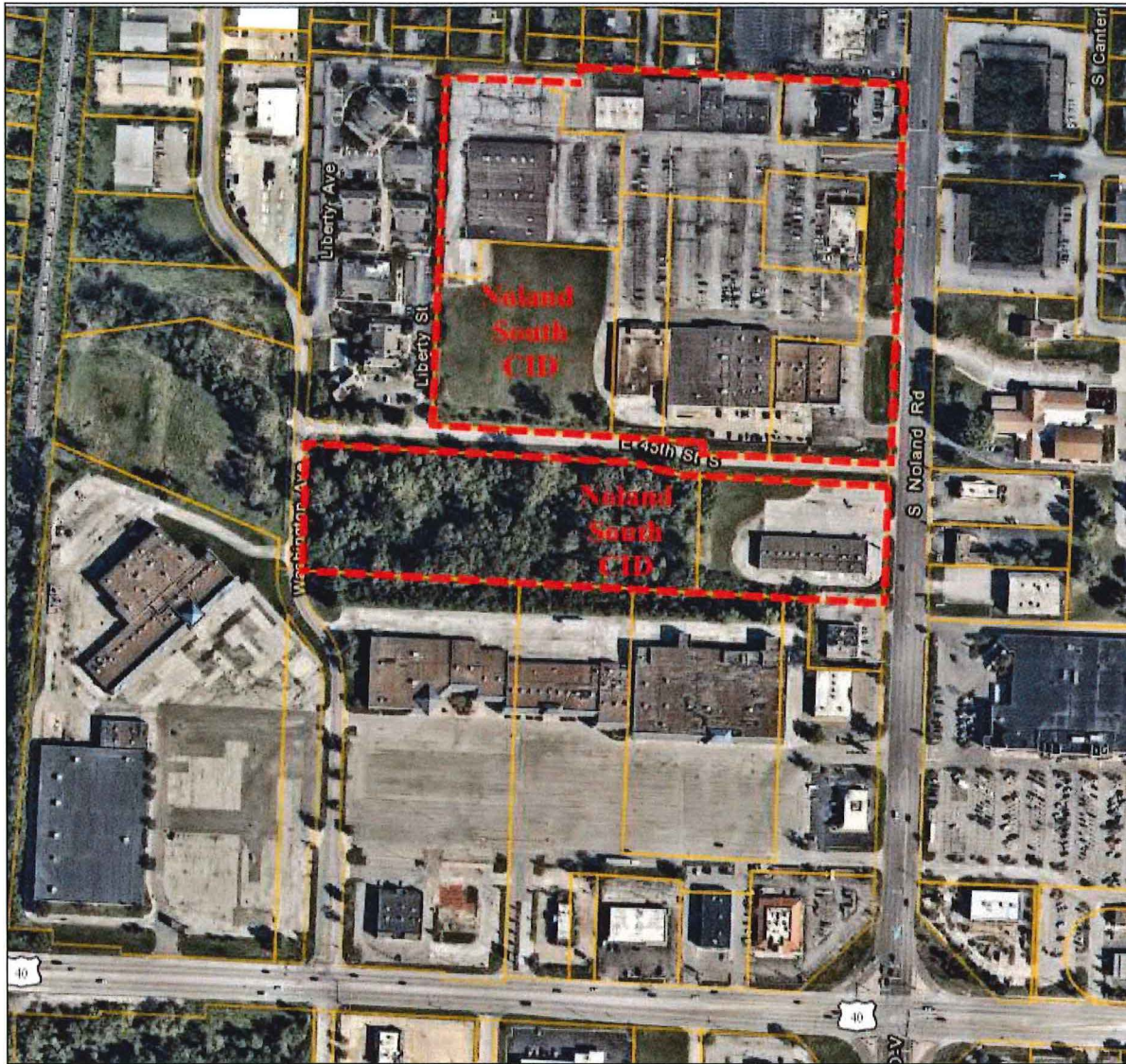
Previous Blight Determinations

Noland South Community Improvement District

As noted previously the Independence, Missouri City Council made a finding of blight for the entirety of the Noland South CID on June 6, 2022, by Ordinance No. 19335. And as previously indicated in Ordinance No. 19335:

...the Council hereby concludes that, by reason of insanitary or unsafe conditions and deterioration of site improvements, the property in the District area constitutes an economic and social liability in its present condition and use.

Boundary Map



Report Format

The Blight Study Amendment is presented in two sections and an Appendix. Section I presents an overview of the project, a definition of “blighted area,” and the study methodology. Section II defines the primary categories of blight and documents conditions which are present within each category and limited to the subject building systems of roof systems and heating, ventilation, and air conditioning, and provides a conclusion derived from the research.

Section II

Determination of Building System Conditions & Contribution to Blight

The Noland South Community Improvement District (the “District”) encompasses approximately 25.1 acres and consists of nine (9) tax parcels in Independence, Jackson County, Missouri in the S. Noland Corridor and the South Chrysler neighborhood. The District consists of two shopping centers: 1) the Noland South shopping center, consisting of seven property parcels totaling approximately 17.6 acres and generally located at 4340-4486 S. Noland Road; and 2) Noland South Place, a strip center and adjacent vacant ground on two property parcels totaling approximately 7.5 acres and generally located south of 45th Street at 4500-4528 S. Noland Road.

Existing Improvements

The Study Area consists of nine (9) property parcels containing approximately 25.1 acres and is located within the South Noland Road Corridor.

The southern portion of the Study Area has been developed as Noland South Place, a strip center and adjacent vacant ground on two property parcels totaling approximately 7.5 acres and generally located south of E. 45th Street South at 4500-4528 S. Noland Road. The strip center consists of a one-story building of approximately 13,800 square feet that was constructed in 1985.

On the north side of E. 45th Street South is the Noland South shopping center, a neighborhood shopping center consisting of seven property parcels totaling approximately 17.6 acres and generally located at 4340-4486 S. Noland Road. One of the parcels is vacant and classified as agricultural land consisting of approximately 3.4 acres. The remainder of the shopping center is improved with one-story commercial buildings occupied by a variety of tenants, including a restaurant, retail, healthcare, sports, office/services. A two-story bank is located in the northeast corner of the center. Improvements were constructed between 1976 and 1986, with a renovation of the restaurant in 1990 and of the bank in 1996. Most of the improvements have exceeded their building life expectancy and are in need of repair or replacement of various building components. Site improvements, including surface parking, drive aisles, and sidewalks are generally in poor condition.

Determination of Building System Conditions

Significant findings of the Noland South Community Improvement District Blight Study Amendment are presented in the discussion which follows. These findings are based on a review of reports, interviews, field surveys, and analyses conducted in March and June 2025. Roof systems and heating, ventilation, and air conditioning (“HVAC”) systems were assessed and deficiencies noted.

RSMo. 67.1401.2(3)

The principal blighting factors reported here and in line with the statutory definition and Ordinance No. 19335 include insanitary or unsafe conditions and deterioration of site improvements. An analysis of the effects of those conditions present in line with the statute and Ordinance No. 19335 follows, including if the blighting factors constitute an economic or social liability. The Appendix section of this report includes a table exhibiting the conditions present on the property.

Blight Defined

As presented in Section I, blight is defined as follows with respect to the CID Act:

“Blighted area”, an area which:

... by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

Several court cases provide additional direction in the consideration of blight:

- The courts have determined that it is not necessary for an area to be what commonly would be considered a “slum” in order to be blighted. *Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corporation*, 518 S.W.2d 11, 15 (Mo. 1974)
- An otherwise viable use of a property may be considered blighted if it is an economic underutilization of the property. *Crestwood Commons Redevelopment Corporation v. 66 Drive-In, Inc.*, 812 S.W.2d 903, 910 (MO.App.E.D. 1991).
- It is not necessary for every property within an area designated as blighted to conform to the blight definition. A preponderance of blight conditions is adequate to designate an area for redevelopment. *Maryland Plaza Redevelopment Corporation v. Greenberg*, 594 S.W.2d 284, 288 (MO.App.E.D. 1979).
- The courts have determined that in order to make a finding of blight for a defined redevelopment area, the total square footage of the area is to be considered and not a preponderance of the individual parcels. *Allright Properties, Inc. v. Tax Increment Financing Commission of Kansas City*, 240 S.W.3d 777 (MO.App.W.D. 2007).

The Consultant was unable to access the roof systems and HVAC systems of the buildings in the District. Instead, the Consultant relied on the expertise of AEI Consultants who had prepared a “Property Condition Report” dated December 19, 2024. The following is a summary of that report with regard to roof systems, followed by a summary of the assessment of the HVAC systems.

Roof Systems

Unsafe conditions were present on some of the roof systems in the District, including the ponding of water, presence of debris, and the lack of railings around the roof hatches. OSHA requires a guardrail around every opening in a roof, including hatches, ladderways, and holes.

Of the nine roof systems in the District, the roof system at 4354-4368 Noland Road (Harbor Freight Tools and former/now vacant Apex Brew space) is the only that has been replaced recently in 2022, and is in good condition. Of the other eight roof systems in the District, five are estimated to not have any remaining useful life and require replacement in the short term. The other three roof systems require immediate repair and have remaining useful lives between three and five years. All of the roof systems in the District – besides the one at 4354-4368 S. Noland Road – will require replacement within the next five years.

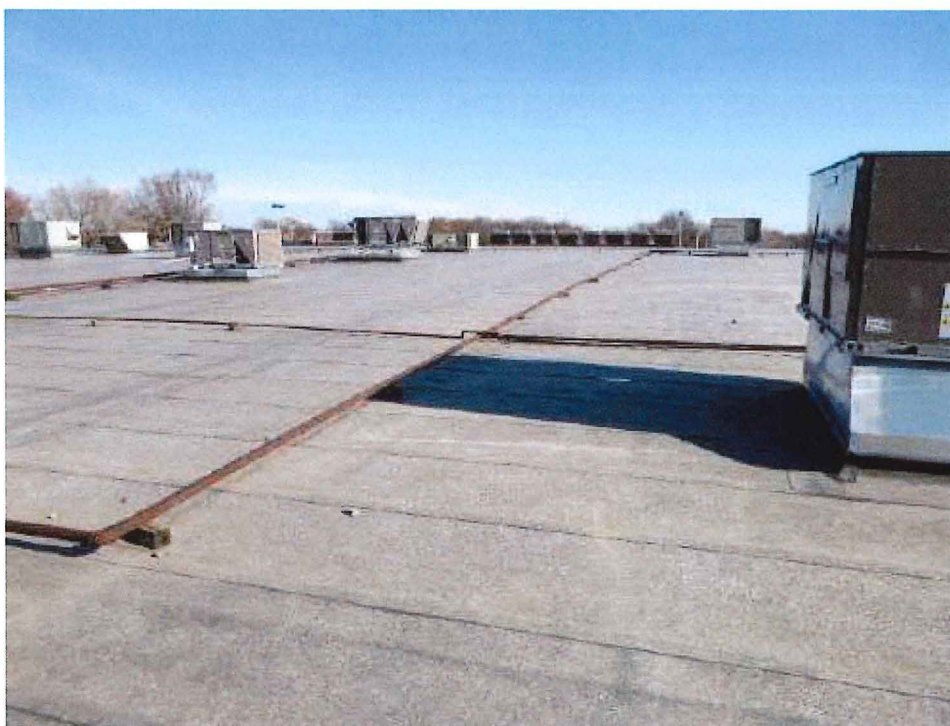
The deterioration of the roof systems is evident through active leaks that are present in all but the newest roof system. Significant wear of the roof and at the parapet walls was evident on those buildings with built-up roofs. Built up roofs with embedded gravel covers contained bubbles and areas of wear. Most of the mineral cap sheet granular cover was missing at 4466 and 4470 S. Noland Road.

Some gutters and downspouts have rust and holes. Leaking gutters are a problem and are contributing to the failure of finishes on exterior building walls.

Railings, gutters and downspouts are to be addressed in conjunction with the replacement of the roof systems.

Examples of insanitary or unsafe conditions and the deterioration of improvements with respect to the roof systems in the District are shown below. The roof systems exhibited insanitary or unsafe conditions, and all but one roof system exhibited deterioration. Eight of the nine roof systems contribute to blight in the District.

NOTE: All photos courtesy of “Property Condition Report,” dated December 19, 2024, and prepared by AEI Consultants.



4420 S Noland Rd – built up roof



4452 and 4460 S Noland Rd – built up with embedded gravel ballast



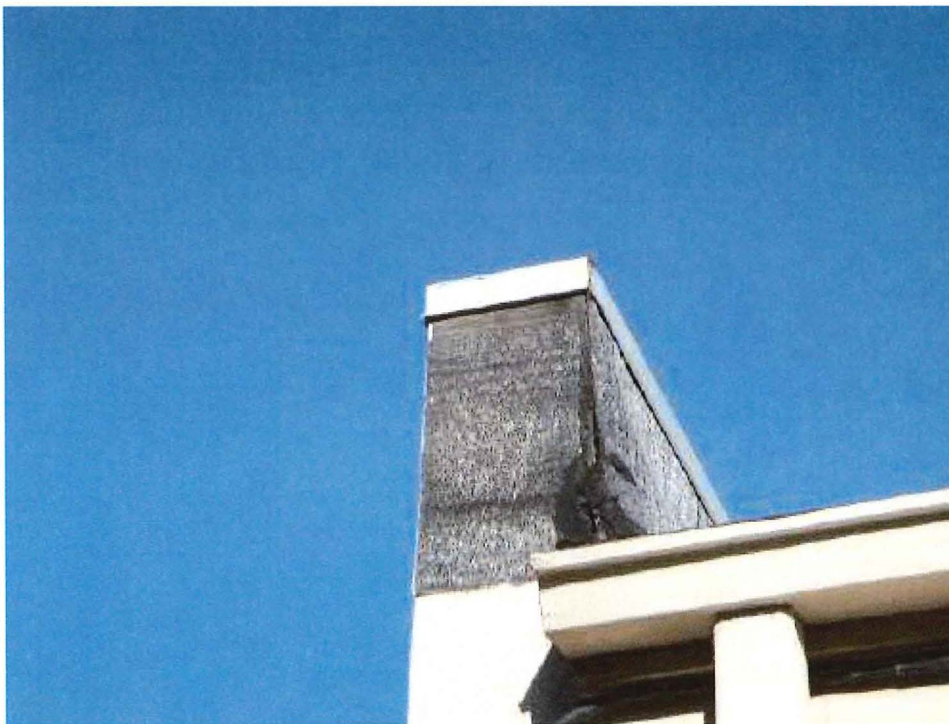
4466 S Noland Rd – built up roof with mineral cap sheet



4480 S Noland Rd – built up roof with embedded gravel ballast



4510 S Noland Rd



4510 S Noland Rd – Roof cover pulling away



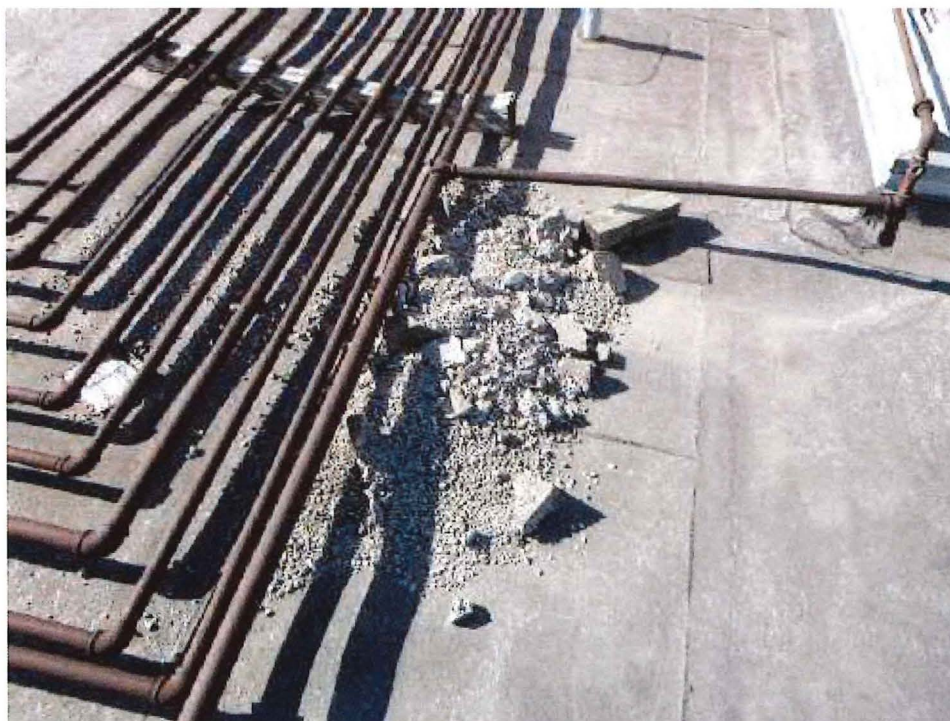
4374 S Noland Rd – roof leaks



4378 S Noland Rd – roof leaks



4510 S Noland Rd - Failing seams at west parapet



4510 S Noland Rd – debris



4452 S Noland Rd – worn gravel ballast



4452 S Noland Rd – bubble in roof



4466 S Noland Rd – mineral cap sheet extremely worn



4486 S Noland Rd – patching of roof



4400 S Noland Rd – ponding of water in area of leaking roof



4420 S Noland Rd – lack of fall protection at roof hatch



4466 S Noland Rd – lack of fall protection

Altogether, the AEI “Property Conditions Report” recommended the following:

- Repair active roof leaks;
- Replace built-up roofing;
- Replace PVC single-ply roof membrane;
- Replace TPO single-ply roof membrane;
- Replace gutters and downspouts; and
- Clean roof.

HVAC Systems

All of the tenant spaces in the District are heated and cooled by rooftop-mounted package units (RTUs). The size of the units ranged between two and twenty-five tons, and a fair number are at least twenty years old and as much as nearly forty years old, having been installed in the 1980s. Approximately one-third of the RTUs were assessed as either “repair and maintain” or “replace.” Four of the RTUs were reportedly not functioning.

Due to the effective useful life of the RTUs and the age of many of the RTUs, replacement was recommended for all of the units.

Those RTUs that were older used refrigerants that were banned at the end of 2024 (Class A1 refrigerant). After January 1, 2026, no new HVAC equipment using A1 refrigerants will be

produced in the United States. However, existing systems that use A1 refrigerants can still be serviced with available refrigerant supplies, which will phase out between 2030 and 2036.

The new A2L Class of refrigerants are not compatible with existing systems via retrofitting without extensive component replacement, which is cost prohibitive, necessitating the replacement of any existing systems when it fails or becomes obsolete.

The estimate to repair and replace most units is estimated to exceed \$1.0 million. The amended five-year budget for the District allocates approximately \$2 million to address the roof systems and the HVAC.

NOTE: All photos courtesy of “Property Condition Report,” dated December 19, 2024, and prepared by AEI Consultants.



RTU at end of useful life



4420 S Noland Rd – RTU



RTU installed in 1980s

Summary of Blighting Factors

The Blight Study contained a summary of the blighting factors present in the District, which indicated a majority of the area was impacted most by unsafe conditions and the deterioration of site improvements. An assessment of the roof systems and HVAC systems of the buildings in the District does not change that conclusion. All of the property parcels within the District have at

least one blighting factor, and the percentage of the District that exhibits a predominance of blighting factors remains 76.2%, when not taking into consideration the improvements that have been made in the District since its time of establishment.

Effect Component 1: Economic Liability

The following economic characteristics of blighted areas are generally agreed upon as:

- Reduced or negligible income;
- Impaired economic value;
- Depreciated values; and
- Impaired investments.

These economic characteristics are typically substantiated with certain conditions, which may include but are not limited to one or more of the following:

- Depreciated or stagnant property values or impaired investments.
- High business vacancies, low lease rates, high turnover rates, or excessive vacant lots.
- Lack of neighborhood commercial facilities.
- Residential overcrowding or an excess of adult businesses.
- High crime rate.

The Missouri Supreme Court has determined that “the concept of urban redevelopment has gone far beyond ‘slum clearance’ and the concept of economic underutilization is a valid one.”

The redevelopment of the area has been hindered primarily by the deterioration of site improvements that has also resulted in unsafe conditions throughout the Study Area. Addressing the deterioration and unsafe conditions is a cost that is prohibitive for a private sector developer (or property owner) to take on independently and remain competitive in the market. The cost of addressing the condition of the roof systems and the HVAC systems is too much for a property owner to take on by themselves, as evidenced by a prospective buyer walking away from a possible purchase deal because CID revenues would not be available to help pay for repairs and replacement of those systems.

Doing nothing will only result in further deterioration of building and site improvements, resulting in the potential for continued stagnation of income and property values. In order for the existing businesses to provide a safe environment for customers and employees, and to continue to grow and attract new economic activity to the Study Area and surrounding areas, some form of external financial assistance that is not currently being utilized will be required in order to make improvement of the Study Area economically feasible.

Conclusion

As evidenced by the high cost of addressing the deteriorated conditions of the roof systems and the HVAC systems, and the resulting unsafe conditions – inability to regulate interior environments, water intrusion, tripping hazards, etc. – that impair the value of the District, indicates the conditions of the roof systems and the HVAC systems contribute substantially to the blighting conditions of the District.

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

among the

CITY OF INDEPENDENCE, MISSOURI,

the

NOLAND SOUTH SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT,

and

NOLAND SOUTH DEVELOPMENT COMPANY, L.L.P.

dated as of

_____, 2025

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT (“Amendment”), entered into as of _____, 2025, by and among the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), the **NOLAND SOUTH SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (“**District**” or “**CID**”), and **NOLAND SOUTH DEVELOPMENT COMPANY, L.L.P.**, a Missouri limited partnership (the “**Developer**”), a Missouri limited partnership (the City, the District and the Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, the City Council of the City of Independence, Missouri (“**City Council**”), did on June 6, 2022, adopt Ordinance No. 19335 (“**Ordinance**”), which approved the formation of the District and the Petition to Establish the Noland South Shopping Center Community Improvement District (“**Formation Petition**”), and declared that the property within the District is a blighted area as defined in the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended (“**Act**”); and

WHEREAS, the City, the District, and the Developer entered into the Cooperative Agreement (“**Cooperative Agreement**”) dated as of October 3, 2022, pursuant to which the parties set forth their respective duties and obligations regarding the formation, funding, and operation of the District. All references to the “Cooperative Agreement” or the “Agreement” in this Amendment and the Cooperative Agreement shall include the amendments set forth in this Amendment; and

WHEREAS, in accordance with the CID Act, the qualified voters approved imposition of a one percent (1.0%) district-wide sales tax (“**District Sales Tax**”) for a period of twenty-seven (27) years from the effective date of the Ordinance, and the District Sales Tax became effective on October 1, 2022; and

WHEREAS, the City Council did on _____, 2025, adopt Ordinance No. _____, which approved the Developer’s Petition to Amend Five-Year Plan Budget (“**Amended Petition**”) amending the Five-Year Plan Budget attached as Exhibit D to the Formation Petition and declared that internal and structural components of the existing buildings and structures in the District also qualify as a blighted area pursuant to the Act; and

WHEREAS, the Parties desire to amend the Cooperative Agreement as set forth in this Amendment to amend the budget for the District’s projects and improvements attached as Exhibit A to the Cooperative Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Amendment are material to this Amendment and are hereby incorporated into and made a part of this Amendment as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Amendment that makes reference to an exhibit.

Section 1.2. Definitions. Unless otherwise defined herein, capitalized words and terms in this Amendment shall have the meanings assigned to them in the Cooperative Agreement.

ARTICLE 2: AMENDMENT

Section 2.1. Amendment. The CID Improvements as itemized and budgeted in Exhibit A attached to the original Cooperative Agreement are hereby deleted and replaced with the CID Improvements as itemized and budgeted in Exhibit A attached to this Amendment.

Section 2.2. Full Force and Effect. Except as amended by this Amendment, the Cooperative Agreement shall remain in full force and effect and binding upon the Parties and their successors and permitted assigns.

ARTICLE 3: MISCELLANEOUS

Section 3.1. Effective Date and Term. This Amendment shall become effective on the date this Amendment has been fully executed by the Parties. The Cooperative Agreement shall remain in effect for as long as the District is legally in existence.

Section 3.2. Modification. The terms, conditions, and provisions of this Amendment can be neither modified nor eliminated except in writing and by mutual agreement among the City, the District and the Developer.

Section 3.3. Jointly Drafted. The Parties agree that this Amendment has been jointly drafted and shall not be construed more strongly against another Party.

Section 3.4. Applicable Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 3.4. Validity and Severability. It is the intention of the Parties that the provisions of this Amendment shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Amendment. Accordingly, if any provision of this Amendment shall be deemed invalid or unenforceable in whole or in part, this Amendment shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Amendment in order to render the same valid and enforceable.

Section 3.5. Execution of Counterparts. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF INDEPENDENCE, MISSOURI

[SEAL]

By: _____
Rory Rowland
Mayor

ATTEST:

Becky Behrens
City Clerk

STATE OF MISSOURI)
) **SS.**
COUNTY OF JACKSON)

On this ____ day of _____, 2025 before me appeared, Rory Rowland, who being, by me duly sworn, did say that she is the Mayor of the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____

**NOLAND SOUTH SHOPPING CENTER
COMMUNITY IMPROVEMENT
DISTRICT**

[SEAL]

By: _____
Christopher S. Shank, Executive Director

ATTEST:

Secretary

STATE OF MISSOURI)
) **SS.**
COUNTY OF JACKSON)

On this ____ day of _____, 2025, before me appeared Christopher S. Shank, who being by me duly sworn, did say that he is the Executive Director of the Board of Directors of the **NOLAND SOUTH SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said District by authority of its Board of Directors and said individual acknowledged said instrument to be the free act and deed of said District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____

**NOLAND SOUTH DEVELOPMENT
COMPANY, L.L.P.**

By: _____
Christopher S. Shank, Authorized Signatory

STATE OF MISSOURI)
) **SS.**
COUNTY OF JACKSON)

On this _____ day of _____, 2025, before me appeared Christopher S. Shank, who being by me duly sworn, did say that he is the Authorized Signatory of **NOLAND SOUTH DEVELOPMENT COMPANY, L.L.P.**, a Missouri limited partnership organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said limited partnership by authority of its partners and said individual acknowledged said instrument to be the free act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____

EXHIBIT A

CID IMPROVEMENTS AND CID SERVICES

CID Improvement	Public or Private	Cost Budget
Capital Improvements to remediate blight – parking lot (including vehicle charging stations)	Private	\$1,571,563
Capital Improvements to remediate blight – landscaping	Private	\$ 315,439
Capital Improvements to remediate blight – façade	Private	\$ 540,487
Capital Improvements to remediate blight – signage	Private	\$ 160,042
Capital Improvements to remediate blight – HVAC	Private	\$1,047,000
Capital Improvements to remediate blight – roofs	Private	\$ 955,878
		<u>\$4,584,713</u>

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-076 **2R** An ordinance levying a tax on all real property subject to taxation on January 1, 2025, within the corporate limits of the City of Independence, Missouri, for all General Revenue and Public Health and Recreation Purposes, for General Obligation Debt, and for the Independence Square Special Benefit District; said levies and assessments being separate and distinct, all for the fiscal year commencing on the 1st day of July 2025 and ending on the 30th day of June 2026. **2R Item passes 6-0 Ord. No. 19722**

Recommendations:

Staff recommends approval of this ordinance.

Background:

Proposed property tax rates to be set by the City of Independence for the fiscal year beginning July 1, 2025, based on the current assessed valuation by Jackson and Clay Counties must be considered by Ordinance before certification to the Counties.

The City's budget was adopted by Ordinance #19682 by City Council on June 16, 2025. In order for the County to levy tax rates, the City must first certify the amount needed for the City's budget. A public hearing to hear citizens on the property tax was published. Tax levies are based on assessed valuations approved by the County Board of Equalization. Per RsMO 67.110, each political subdivision, located at least partially within a county with a charter form of government or within a city not within a county, shall fix its ad valorem property tax rates as provided in this section no later than October 1st.

This year's projected tax levy includes an additional amount for General Obligation Debt service, including the anticipated next calendar year principal and interest payments, and establishing a reasonable reserve for payments for a year following the next calendar year.

Emergency Justification:**Fiscal Impact:**

The tax revenue is projected as part of the FY2025-2026 Operating Budget.

The budgeted revenues are as follows per \$100 of assessed valuation (amounts are net of collection fees and delinquent/uncollectable amounts):

Fund	Estimated Revenues	Budget Amount (Net)
General Fund (002)	\$6,475,574	\$6,040,000

Health & Animal Levy (005)	976,408	\$905,000
Parks Health & Recreation Levy (007)	2,074,868	\$1,920,000
Total	\$9,526,850	\$8,865,000
GO Bond Debt Service	3,609,822	\$3,310,738

Council Action:

Department / Finance and Administration /
Contact

REVIEWERS

Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Tax Levy Ordinance
2. 25-076 Amended Ordinance 19722

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE LEVYING A TAX ON ALL REAL PROPERTY SUBJECT TO TAXATION ON JANUARY 1, 2025, WITHIN THE CORPORATE LIMITS OF THE CITY OF INDEPENDENCE, MISSOURI, FOR GENERAL REVENUE AND PUBLIC HEALTH AND RECREATION PURPOSES, AND FOR THE INDEPENDENCE SQUARE SPECIAL BUSINESS BENEFIT DISTRICT; SAID LEVIES AND ASSESSMENTS BEING SEPARATE AND DISTINCT, ALL FOR THE FISCAL YEAR COMMENCING ON THE 1ST DAY OF JULY 2025, AND ENDING ON THE 30TH DAY OF JUNE 2026.

WHEREAS, the approved 2024 tax levy rate per \$100 of assessed value for the following purposes was as follows:

<u>PURPOSE</u>	<u>RATE</u>
General Revenue	\$0.3325
Recoupment	0.0000
Public Health & Recreation	0.1567
Recoupment	0.0000
Debt Service	<u>0.0000</u>
Subtotal	\$ 0.4892
Independence Square Special Business Benefit District	\$ 0.5755

WHEREAS, the report of 2024 Aggregate Assessed Valuation for Political Subdivisions from the County Clerks of Jackson County and Clay County for that portion of each county that lies within the city limits of Independence indicated that the Real Property Tax Levy for the General Revenue purpose should be \$0.3325 per \$100 assessed value within the City with a 2023 Recoupment Levy of \$0.0000; and,

WHEREAS, the report of 2024 Aggregate Assessed Valuation for Political Subdivisions from the County Clerk of Jackson County and Clay County for that portion of each county that lies within the city limits of Independence indicated that the Real Property Tax Levy for the Public Health and Recreation purpose should be \$0.1567 per \$100 assessed value within the City with a 2023 Recoupment Levy of \$0.0000; and,

WHEREAS, a General Debt Service Levy is required due to voter approval to issue General Obligation Bonds; and,

WHEREAS, the 2024 report of real property assessed valuation from Jackson County relating to the Independence Square Special Business Benefit District indicates that the authorized tax levy rate should be \$0.5755 per \$100 assessed value within the Independence Square Special Business Benefit District; and,

WHEREAS, the City is authorized by State Statutes to include an additional tax levy in the current year when the prior year's assessed valuation was lowered following the setting of the tax levy in that prior year; and,

WHEREAS, the City recommends the 2025 tax levy rate per \$100 of assessed value for the following purposes as follows:

<u>PURPOSE</u>	<u>RATE</u>
General Revenue	\$0.3281
Recoupment	0.0000
Public Health & Recreation	0.1546
Recoupment	0.0000
Debt Service	<u>0.1829</u>
Subtotal	\$ 0.6656
Independence Square Special	
Business Benefit District	\$ 0.5679

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

SECTION 1. General Municipal Purposes Levy: That there is hereby levied against all real property, subject to taxation within the corporate limits of the City of Independence, Missouri, a tax in the amount of \$0.3281 on the One Hundred Dollars (\$100.00) assessed valuation of such property for general municipal purposes with a 2024 Recoupment Levy of \$0.0000, for the fiscal year commencing on the 1st day of July 2025, and ending on the 30th day of June 2026.

SECTION 2. Public Health and Recreation Levy: That there is hereby levied against all real property, subject to taxation within the corporate limits of the City of Independence, Missouri, an additional tax in the amount of \$0.1546 on the One Hundred Dollars (\$100.00) assessed valuation of such property for Public Health and Recreation purposes with a 2024 Recoupment Levy of \$0.0000, for the fiscal year commencing on the 1st day of July 2025 and ending on the 30th day of June 2026.

SECTION 3. Independence Square Special Business Benefit District Levy: That there is hereby levied against all real property, subject to taxation within the described boundaries of the Independence Square Special Business Benefit District, an additional tax in the amount of \$0.5679 on the One Hundred Dollars (\$100.00) assessed valuation of such property for the Independence Square Special Benefit District purposes, for the fiscal year commencing on the 1st day of July, 2025, and ending on the 30th day of June, 2026.

SECTION 4. General Obligation levy. That there is hereby levied against all real property, subject to taxation within the corporate limits of the City of Independence, Missouri, a tax in the amount of \$0.1829 on the One Hundred Dollars (\$100.00) assessed valuation of such property for general obligation debt purposes, for the fiscal year commencing on the 1st day of July 2025, and ending on the 30th day of June 2026.

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 LEVYING A TAX ON ALL REAL PROPERTY SUBJECT TO TAXATION ON JANUARY 1, 2025, WITHIN THE CORPORATE LIMITS OF THE CITY OF INDEPENDENCE, MISSOURI, FOR GENERAL REVENUE AND PUBLIC HEALTH AND RECREATION PURPOSES, AND FOR THE INDEPENDENCE SQUARE SPECIAL BUSINESS BENEFIT DISTRICT; SAID LEVIES AND ASSESSMENTS BEING SEPARATE AND DISTINCT, ALL FOR THE FISCAL YEAR COMMENCING ON THE 1ST DAY OF JULY 2025, AND ENDING ON THE 30TH DAY OF JUNE 2026.

WHEREAS, the approved 2024 tax levy rate per \$100 of assessed value for the following purposes was as follows:

<u>PURPOSE</u>	<u>RATE</u>
General Revenue	\$0.3325
Recoupment	0.0000
Public Health & Recreation	0.1567
Recoupment	0.0000
Debt Service	<u>0.0000</u>
Subtotal	\$ 0.4892
Independence Square Special	
Business Benefit District	\$ 0.5755

WHEREAS, the report of 2024 Aggregate Assessed Valuation for Political Subdivisions from the County Clerks of Jackson County and Clay County for that portion of each county that lies within the city limits of Independence indicated that the Real Property Tax Levy for the General Revenue purpose should be \$0.3325 per \$100 assessed value within the City with a 2023 Recoupment Levy of \$0.0000; and,

WHEREAS, the report of 2024 Aggregate Assessed Valuation for Political Subdivisions from the County Clerk of Jackson County and Clay County for that portion of each county that lies within the city limits of Independence indicated that the Real Property Tax Levy for the Public Health and Recreation purpose should be \$0.1567 per \$100 assessed value within the City with a 2023 Recoupment Levy of \$0.0000; and,

WHEREAS, a General Debt Service Levy is required due to voter approval to issue General Obligation Bonds; and,

WHEREAS, the 2024 report of real property assessed valuation from Jackson County relating to the Independence Square Special Business Benefit District indicates that the authorized tax levy rate should be \$0.5755 per \$100 assessed value within the Independence Square Special Business Benefit District; and,

WHEREAS, the City is authorized by State Statutes to include an additional tax levy in the current year when the prior year's assessed valuation was lowered following the setting of the tax levy in that prior year; and,

WHEREAS, the City recommends the 2025 tax levy rate per \$100 of assessed value for the following purposes as follows:

<u>PURPOSE</u>	<u>RATE</u>
General Revenue	\$0.3281 0.3301
Recoupment	0.0000
Public Health & Recreation	-0.1546 0.1556
Recoupment	0.0000
Debt Service	0.1829 0.1800
Subtotal	\$0.6656 0.6657
Independence Square Special	
Business Benefit District	\$ 0.5679 0.5195

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

SECTION 1. General Municipal Purposes Levy: That there is hereby levied against all real property, subject to taxation within the corporate limits of the City of Independence, Missouri, a tax in the amount of ~~\$0.3281~~ **0.3301** on the One Hundred Dollars (\$100.00) assessed valuation of such property for general municipal purposes with a 2024 Recoupment Levy of \$0.0000, for the fiscal year commencing on the 1st day of July 2025, and ending on the 30th day of June 2026.

SECTION 2. Public Health and Recreation Levy: That there is hereby levied against all real property, subject to taxation within the corporate limits of the City of Independence, Missouri, an additional tax in the amount of ~~\$0.1546~~ **0.1556** on the One Hundred Dollars (\$100.00) assessed valuation of such property for Public Health and Recreation purposes with a 2024 Recoupment Levy of \$0.0000, for the fiscal year commencing on the 1st day of July 2025 and ending on the 30th day of June 2026.

SECTION 3. Independence Square Special Business Benefit District Levy: That there is hereby levied against all real property, subject to taxation within the described boundaries of the Independence Square Special Business Benefit District, an additional tax in the amount of ~~\$0.5679~~ **0.5195** on the One Hundred Dollars (\$100.00) assessed valuation of such property for the Independence Square Special Benefit District purposes, for the fiscal year commencing on the 1st day of July, 2025, and ending on the 30th day of June, 2026.

SECTION 4. General Obligation levy. That there is hereby levied against all real property, subject to taxation within the corporate limits of the City of Independence, Missouri, a tax in the amount of ~~\$0.1829~~ **0.1800** on the One Hundred Dollars (\$100.00) assessed valuation of such property for general obligation debt purposes, for the fiscal year commencing on the 1st day of July 2025, and ending on the 30th day of June 2026.

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:

Tax Levy Ordinance

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-077 **2R** An Ordinance finding, determining, and declaring the necessity of acquiring General Utility Easements and Temporary Construction Easements for the Annual Neighborhood Sanitary Sewer Project (Project No. 302004-1); authorizing negotiation with property owners and the initiation of eminent domain proceedings, if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; and authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights in connection with the project. **2R Item passes 6-0 Ord.**

No. 19723

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will authorize City staff to proceed with the acquisition of easements for the Neighborhood Sanitary Sewer Project (Project No. 302004-1). The project will construct and improve sanitary sewer systems in multiple residential areas. This phase of the project includes three specific locations:

- Site A: S. Osage St (near Rachel Ct.)
- Site B: S. Willis Ave to Chrysler Ave. (near S. Chrysler Ave. and Oak Ridge Rd.)
- Site C: E. 15th St. S and S. Scott Ave

Emergency Justification:**Fiscal Impact:**

The potential fiscal impact to the City is \$25,000. Funding for the Neighborhood Sanitary Sewer Project (Project No. 302004) is included in the FY 2026 budget on page 193, under account number 302004-C-0317031-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. MS.Neighborhood SS Easement Ordinance - Project No. 302004-1
2. MS.Neighborhood SS Easement Ordinance - Project No. 302004-1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING, AND DECLARING THE NECESSITY OF ACQUIRING GENERAL UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE ANNUAL NEIGHBORHOOD SAINTARY SEWER PROJECT (PROJECT NO. 302004-1); AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain general utility easements and temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the annual Neighborhood Sanitary Sewer Project (No. 302004-1), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

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

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

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation, and maintenance of the improved Neighborhood Sanitary Sewer Project (No. 302004-1) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading easements, and general utility easements for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks, storm sewers, and sanitary sewers together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Parcel 1

GENERAL UTILITY EASEMENT:

All that part of Lots 2 and 3, SOUTH OSAGE ACRES, a subdivision in the City of Independence, Missouri, as recorded at the Jackson County, Missouri Recorder of Deeds office and being further described as follows:

Commencing at a point on the East Right-of-Way line of South Osage Street at the Southwest corner of said Lot 2, also being the Westerly corner of said Lot 3; thence along said East Right-of-Way line, along a curve to the right, having a radius of 910.91 feet, a curve length of 99.02 feet, a chord bearing of North 12°36'25" West, and a chord length of 98.97 feet, to the intersection of said East Right-of-Way line and the South line of an existing Sewer Easement recorded as instrument number 1988I0845953, in Book I-1804, Page 554 at said Recorder of Deeds office; thence along said South line, North 82°21'47" East, 206.69 feet, to the Point of Beginning.

Thence from the Point of Beginning, along said South line, North 82°21'47" East, 12.42 feet; thence continuing along said South line, North 18°32'02" East, 5.15 feet; thence leaving said South line, South 12°06'40" East, 188.93 feet; thence South 77°53'20" West, 15.00 feet; thence North 12°06'40" West, 185.47 feet, to the point of beginning and contains 2,779 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT:

All that part of Lots 2 and 3, SOUTH OSAGE ACRES, a subdivision in the City of Independence, Missouri, as recorded at the Jackson County, Missouri Recorder of Deeds office and being further described as follows:

Commencing at a point on the East Right-of-Way line of South Osage Street at the Southwest corner of said Lot 2, also being the Westerly corner of said Lot 3; thence along said East Right-of-Way line, along a curve to the right, having a radius of 910.91 feet, a curve length of 99.02 feet, a chord bearing of North 12°36'25" West, and a chord length of 98.97 feet, to the intersection of said East Right-of-Way line and the South line of an existing Sewer Easement recorded as instrument number 1988I0845953, in Book I-1804, Page 554 at said Recorder of Deeds office; thence along said South line, North 82°21'47" East, 206.69 feet, to the Point of Beginning.

Thence from the Point of Beginning, leaving said South line, South 12°06'40" East, 185.47 feet; Thence North 77°53'20" East, 15.00 feet; thence North 12°06'40" West, 188.93 feet, to a point on said South line; thence, along said South line, North 18°32'02" East, 15.70 feet; thence leaving said South line, South 12°06'40" East, 209.44 feet; thence South 77°53'20" West, 31.00 feet; thence North 12°06'40" West, 193.10 feet, to a point on said South line; thence along said South line, North 82°21'47" East, 8.02 feet, to the point of beginning, and contains 3,269 square feet, more or less.

Parcel 2:

GENERAL UTILITY EASEMENT:

All that part of Lot 16, MANESS MEADOWS, a subdivision in the City of Independence, Missouri, as recorded at the Jackson County, Missouri Recorder of Deeds office and being further described as follows:

Commencing at the Southeast corner of said Lot 16; thence along the East line of said Lot 16, North 01°51'09" East, 5.07 feet; thence leaving said East line, North 88°08'51" West, 5.00 feet to a point at the intersection of the West line of an existing 5 foot Utility Easement and the North line of an existing 5 foot Utility Easement, both as shown on said MANESS MEADOWS, the Point of Beginning;

Thence from the Point of Beginning, along said North line, North 87°18'47" West, 3.79 feet, to the intersection of said North line and the Northeast line of an existing 15 foot Sewer Easement recorded as instrument number 1991I1019612 at said Recorder of Deeds Office; thence leaving said North line and along said Northeast line, North 62°20'46" West, 31.35 feet; thence leaving said Northeast line, North 70°43'06" East, 34.32 feet, to a point on said West line; thence along said West line, South 01°51'09" West, 26.07 feet, to the Point of Beginning and contains 442 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENTS:

All that part of Lot 16, MANESS MEADOWS, a subdivision in the City of Independence, Missouri, as recorded at the Jackson County, Missouri Recorder of Deeds office and being further described as follows:

TEMPORARY CONSTRUCTION EASEMENT 1:

Commencing at the Southeast corner of said Lot 16; thence along the East line of said Lot 16, North 01°51'09" East, 5.07 feet; thence leaving said East line, North 88°08'51" West, 5.00 feet to a point at the intersection of the West line of an existing 5 foot Utility Easement and the North line of an existing 5 foot Utility Easement, both as shown on said MANESS MEADOWS; thence along said West line, North 01°51'09" East, 26.07 feet, to the Point of Beginning;

Thence from the Point of Beginning, leaving said West line, South 70°43'06" West, 34.32 feet, to a point on the Northeast line of an existing 15 foot Sewer Easement recorded as instrument number 1991I1019612 at said Recorder of Deeds Office; thence along said Northeast line, North 62°20'46" West, 10.95 feet; thence leaving said Northeast line, North 70°43'06" East, 44.89 feet, to a point on said West line; thence along said West line, South 01°51'09" West, 8.58 feet, to the Point of Beginning and contains 317 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT 2:

Commencing at the Southeast corner of said Lot 16; thence along the East line of said Lot 16, North 01°51'09" East, 5.07 feet; thence leaving said East line, North 88°08'51" West, 5.00 feet to a point at the intersection of the West line of an existing 5 foot Utility Easement and the North line of an existing 5' Utility Easement; thence along said North line, North 87°18'47" West, 39.32 feet to the intersection of said North line and the Southwest line of an existing 15 foot Sewer Easement recorded as instrument number 1991I1019612 at said Recorder of Deeds Office, the Point of Beginning;

Thence from the Point of Beginning, continuing along said North line, North 87°18'47" West, 8.04 feet; thence leaving said North line, North 19°16'54" West, 4.97 feet, to a point on said Southwest line; thence along said Southwest line, South 62°20'46" East, 10.92 feet, to the Point of Beginning and contains 19 square feet, more or less.

Parcel 3:

TEMPORARY CONSTRUCTION EASEMENT:

All that part of Lot 17, MANESS MEADOWS, a subdivision in the City of Independence, Missouri, as recorded at the Jackson County, Missouri Recorder of Deeds office and being further described as follows:

Commencing at the Southwest corner of said Lot 17; thence along the West line of said Lot 17, North 01°51'09" East, 10.35 feet; thence leaving said West line, South 88°08'51" East, 5.00 feet to a point on the East line of an existing 5 foot Utility Easement as shown on said MANESS MEADOWS, the Point of Beginning;

Thence from the Point of Beginning, along said East line, North 01°51'09" East, 33.24 feet; thence leaving said East line, North 70°43'06" East, 5.76 feet; thence South 19°16'54" East, 31.00 feet; thence South 70°43'06" West, 17.75 feet, to the Point of Beginning and contains 364 square feet, more or less.

Parcel 4:

GENERAL UTILITY EASEMENT:

All that part of the Tract of land described by the Warranty Deed recorded as instrument number 2018E0088013 at the Jackson County, Missouri Recorder of Deeds Office, and being in the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, all being in the City of Independence, Jackson County Missouri and being further described as follows:

Beginning at the Northeast corner of said Tract, said point also being at the Northwest corner of Lot 7, CRYSLER MANOR, and a point on the South line of MANESS MEADOWS, both being subdivisions of land as recorded at said Recorder of Deeds Office; thence along the East line of said Tract, and along the West line of said Lot 7, South 01°57'43" West, 16.78 feet; thence leaving said East and West lines, North 86°50'25" West, 6.76 feet; thence North 62°20'46" West, 39.63 feet, to a point on the North line of said Tract, also being a point on said South line; thence along said North and South lines, South 87°18'47" East, 42.47 feet, to the Point of Beginning and contains 412 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT:

All that part of the Tract of land described by the Warranty Deed recorded as instrument number 2018E0088013 at the Jackson County, Missouri Recorder of Deeds Office, and being in the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, all being in the City of Independence, Jackson County Missouri and being further described as follows:

Commencing at the Northeast corner of said Tract, said point also being at the Northwest corner of Lot 7, CRYSLER MANOR, and a point on the South line of MANESS MEADOWS, both

being subdivisions of land as recorded at said Recorder of Deeds Office; thence along the North line of said Tract and the South line of said MANESS MEADOWS, North 87°18'47" West, 42.47 feet, to the Point of Beginning;

Thence from the Point of Beginning, leaving said North and South lines, South 62°20'46" East, 6.48 feet; thence South 70°43'06" West, 19.97 feet; thence North 19°16'54" West, 11.01 feet, to a point on said North and South lines; thence along said North and South lines, South 87°18'47" East, 16.76 feet, to the Point of Beginning and contains 133 square feet, more or less.

Parcel 5:

GENERAL UTILITY EASEMENT:

All that part of Lot 13, MURPHY'S MEADOW, a subdivision in the City of Independence, Missouri, according to the recorded plat thereof, to be used for a General Utility Easement, being more particularly described as follows:

Commencing at a found 1 inch pipe at the intersection of the west right-of-way line of South Forest Avenue and the north right-of-way line of West Walnut Street, as now established, thence along said north right-of-way line, North 87°14'28" West, 423.61 feet, to the southeast corner of said Lot 13; thence along the east line of said Lot 13, North 01°39'01" East, 100.51 feet, to a point on the north line of an existing 15' wide sewer easement recorded in Book I-1685 at Page 1892, as Document Number 1987I0776197, of the Jackson County Missouri Records; thence along the north line of said sewer easement, South 61°03'02" West, 19.52 feet, to the Point of Beginning;

Thence from the Point of Beginning, continuing along said north line, South 61°03'02" West, 17.14 feet; thence leaving said north line, North 00°00'14" East, 63.82 feet, to a point on the north line of said Lot 13; thence along said north line, South 87°14'29" East, 15.02 feet; thence leaving said north line, South 00°00'14" West, 54.80 feet, to the Point of Beginning and contains 890 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT:

All that part of Lot 13, MURPHY'S MEADOW, a subdivision in the City of Independence, Missouri, according to the recorded plat thereof, to be used for a Temporary Construction and Grading Easement, being more particularly described as follows:

Commencing at a found 1 inch pipe at the intersection of the west right-of-way line of South Forest Avenue and the north right-of-way line of West Walnut Street, as now established, thence along said north right-of-way line, North 87°14'28" West, 423.61 feet, to the southeast corner of said Lot 13; thence along the east line of said Lot 13, North 01°39'01" East, 100.51 feet, to a point on the north line of an existing 15' wide sewer easement recorded in Book I-1685 at Page 1892, as Document Number 1987I0776197, of the Jackson County Missouri Records; thence along the north line of said sewer easement, South 61°03'02" West, 10.38 feet, to the Point of Beginning;

Thence from the Point of Beginning, continuing along said north line, South 61°03'02" West, 9.14 feet, to a point hereinafter referred to as Point "A"; thence leaving said north line, North 00°00'14" East, 54.80 feet, to a point on the north line of said Lot 13; thence along said north

line, South 87°14'29" East, 8.01 feet; thence leaving said north line, South 00°00'14" West, 49.99 feet, to the Point of Beginning and contains 419 square feet, more or less.

And

Commencing at the aforementioned Point "A", thence continuing along the north line of said sewer easement, South 61°03'02" West, 17.14 feet, to the Point of Beginning;

Thence from the Point of Beginning, continuing along said north line, South 61°03'02" West, 9.14 feet; thence leaving said north line, North 00°00'14" East, 68.63 feet, to a point on the north line of said Lot 13; thence along said north line, South 87°14'29" East, 8.01 feet; thence leaving said north line, South 00°00'14" West, 63.82 feet, to the Point of Beginning and contains 530 square feet, more or less.

The Temporary Construction and Grading Easements shall terminate at the earlier of: 1) Two (2) years from the date construction begins; or 2) The date construction is completed and accepted by the City.

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

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such temporary construction easements and general utility easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction easements in the manner provided by law.

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

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

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

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

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING, AND DECLARING THE NECESSITY OF ACQUIRING GENERAL UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE ANNUAL NEIGHBORHOOD SAINTARY SEWER PROJECT (PROJECT NO. 302004-1); AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain general utility easements and temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the annual Neighborhood Sanitary Sewer Project (No. 302004-1), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

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

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

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation, and maintenance of the improved Neighborhood Sanitary Sewer Project (No. 302004-1) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading easements, and general utility easements for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks, storm sewers, and sanitary sewers together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Parcel 1

GENERAL UTILITY EASEMENT:

All that part of Lots 2 and 3, SOUTH OSAGE ACRES, a subdivision in the City of Independence, Missouri, as recorded at the Jackson County, Missouri Recorder of Deeds office and being further described as follows:

Commencing at a point on the East Right-of-Way line of South Osage Street at the Southwest corner of said Lot 2, also being the Westerly corner of said Lot 3; thence along said East Right-of-Way line, along a curve to the right, having a radius of 910.91 feet, a curve length of 99.02 feet, a chord bearing of North 12°36'25" West, and a chord length of 98.97 feet, to the intersection of said East Right-of-Way line and the South line of an existing Sewer Easement recorded as instrument number 1988I0845953, in Book I-1804, Page 554 at said Recorder of Deeds office; thence along said South line, North 82°21'47" East, 206.69 feet, to the Point of Beginning.

Thence from the Point of Beginning, along said South line, North 82°21'47" East, 12.42 feet; thence continuing along said South line, North 18°32'02" East, 5.15 feet; thence leaving said South line, South 12°06'40" East, 188.93 feet; thence South 77°53'20" West, 15.00 feet; thence North 12°06'40" West, 185.47 feet, to the point of beginning and contains 2,779 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT:

All that part of Lots 2 and 3, SOUTH OSAGE ACRES, a subdivision in the City of Independence, Missouri, as recorded at the Jackson County, Missouri Recorder of Deeds office and being further described as follows:

Commencing at a point on the East Right-of-Way line of South Osage Street at the Southwest corner of said Lot 2, also being the Westerly corner of said Lot 3; thence along said East Right-of-Way line, along a curve to the right, having a radius of 910.91 feet, a curve length of 99.02 feet, a chord bearing of North 12°36'25" West, and a chord length of 98.97 feet, to the intersection of said East Right-of-Way line and the South line of an existing Sewer Easement recorded as instrument number 1988I0845953, in Book I-1804, Page 554 at said Recorder of Deeds office; thence along said South line, North 82°21'47" East, 206.69 feet, to the Point of Beginning.

Thence from the Point of Beginning, leaving said South line, South 12°06'40" East, 185.47 feet; Thence North 77°53'20" East, 15.00 feet; thence North 12°06'40" West, 188.93 feet, to a point on said South line; thence, along said South line, North 18°32'02" East, 15.70 feet; thence leaving said South line, South 12°06'40" East, 209.44 feet; thence South 77°53'20" West, 31.00 feet; thence North 12°06'40" West, 193.10 feet, to a point on said South line; thence along said South line, North 82°21'47" East, 8.02 feet, to the point of beginning, and contains 3,269 square feet, more or less.

Parcel 2:

GENERAL UTILITY EASEMENT:

All that part of Lot 16, MANESS MEADOWS, a subdivision in the City of Independence, Missouri, as recorded at the Jackson County, Missouri Recorder of Deeds office and being further described as follows:

Commencing at the Southeast corner of said Lot 16; thence along the East line of said Lot 16, North 01°51'09" East, 5.07 feet; thence leaving said East line, North 88°08'51" West, 5.00 feet to a point at the intersection of the West line of an existing 5 foot Utility Easement and the North line of an existing 5 foot Utility Easement, both as shown on said MANESS MEADOWS, the Point of Beginning;

Thence from the Point of Beginning, along said North line, North 87°18'47" West, 3.79 feet, to the intersection of said North line and the Northeast line of an existing 15 foot Sewer Easement recorded as instrument number 1991I1019612 at said Recorder of Deeds Office; thence leaving said North line and along said Northeast line, North 62°20'46" West, 31.35 feet; thence leaving said Northeast line, North 70°43'06" East, 34.32 feet, to a point on said West line; thence along said West line, South 01°51'09" West, 26.07 feet, to the Point of Beginning and contains 442 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENTS:

All that part of Lot 16, MANESS MEADOWS, a subdivision in the City of Independence, Missouri, as recorded at the Jackson County, Missouri Recorder of Deeds office and being further described as follows:

TEMPORARY CONSTRUCTION EASEMENT 1:

Commencing at the Southeast corner of said Lot 16; thence along the East line of said Lot 16, North 01°51'09" East, 5.07 feet; thence leaving said East line, North 88°08'51" West, 5.00 feet to a point at the intersection of the West line of an existing 5 foot Utility Easement and the North line of an existing 5 foot Utility Easement, both as shown on said MANESS MEADOWS; thence along said West line, North 01°51'09" East, 26.07 feet, to the Point of Beginning;

Thence from the Point of Beginning, leaving said West line, South 70°43'06" West, 34.32 feet, to a point on the Northeast line of an existing 15 foot Sewer Easement recorded as instrument number 1991I1019612 at said Recorder of Deeds Office; thence along said Northeast line, North 62°20'46" West, 10.95 feet; thence leaving said Northeast line, North 70°43'06" East, 44.89 feet, to a point on said West line; thence along said West line, South 01°51'09" West, 8.58 feet, to the Point of Beginning and contains 317 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT 2:

Commencing at the Southeast corner of said Lot 16; thence along the East line of said Lot 16, North 01°51'09" East, 5.07 feet; thence leaving said East line, North 88°08'51" West, 5.00 feet to a point at the intersection of the West line of an existing 5 foot Utility Easement and the North line of an existing 5' Utility Easement; thence along said North line, North 87°18'47" West, 39.32 feet to the intersection of said North line and the Southwest line of an existing 15 foot Sewer Easement recorded as instrument number 1991I1019612 at said Recorder of Deeds Office, the Point of Beginning;

Thence from the Point of Beginning, continuing along said North line, North 87°18'47" West, 8.04 feet; thence leaving said North line, North 19°16'54" West, 4.97 feet, to a point on said Southwest line; thence along said Southwest line, South 62°20'46" East, 10.92 feet, to the Point of Beginning and contains 19 square feet, more or less.

Parcel 3:

TEMPORARY CONSTRUCTION EASEMENT:

All that part of Lot 17, MANESS MEADOWS, a subdivision in the City of Independence, Missouri, as recorded at the Jackson County, Missouri Recorder of Deeds office and being further described as follows:

Commencing at the Southwest corner of said Lot 17; thence along the West line of said Lot 17, North 01°51'09" East, 10.35 feet; thence leaving said West line, South 88°08'51" East, 5.00 feet to a point on the East line of an existing 5 foot Utility Easement as shown on said MANESS MEADOWS, the Point of Beginning;

Thence from the Point of Beginning, along said East line, North 01°51'09" East, 33.24 feet; thence leaving said East line, North 70°43'06" East, 5.76 feet; thence South 19°16'54" East, 31.00 feet; thence South 70°43'06" West, 17.75 feet, to the Point of Beginning and contains 364 square feet, more or less.

Parcel 4:

GENERAL UTILITY EASEMENT:

All that part of the Tract of land described by the Warranty Deed recorded as instrument number 2018E0088013 at the Jackson County, Missouri Recorder of Deeds Office, and being in the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, all being in the City of Independence, Jackson County Missouri and being further described as follows:

Beginning at the Northeast corner of said Tract, said point also being at the Northwest corner of Lot 7, CRYSLER MANOR, and a point on the South line of MANESS MEADOWS, both being subdivisions of land as recorded at said Recorder of Deeds Office; thence along the East line of said Tract, and along the West line of said Lot 7, South 01°57'43" West, 16.78 feet; thence leaving said East and West lines, North 86°50'25" West, 6.76 feet; thence North 62°20'46" West, 39.63 feet, to a point on the North line of said Tract, also being a point on said South line; thence along said North and South lines, South 87°18'47" East, 42.47 feet, to the Point of Beginning and contains 412 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT:

All that part of the Tract of land described by the Warranty Deed recorded as instrument number 2018E0088013 at the Jackson County, Missouri Recorder of Deeds Office, and being in the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, all being in the City of Independence, Jackson County Missouri and being further described as follows:

Commencing at the Northeast corner of said Tract, said point also being at the Northwest corner of Lot 7, CRYSLER MANOR, and a point on the South line of MANESS MEADOWS, both

being subdivisions of land as recorded at said Recorder of Deeds Office; thence along the North line of said Tract and the South line of said MANESS MEADOWS, North 87°18'47" West, 42.47 feet, to the Point of Beginning;

Thence from the Point of Beginning, leaving said North and South lines, South 62°20'46" East, 6.48 feet; thence South 70°43'06" West, 19.97 feet; thence North 19°16'54" West, 11.01 feet, to a point on said North and South lines; thence along said North and South lines, South 87°18'47" East, 16.76 feet, to the Point of Beginning and contains 133 square feet, more or less.

Parcel 5:

GENERAL UTILITY EASEMENT:

All that part of Lot 13, MURPHY'S MEADOW, a subdivision in the City of Independence, Missouri, according to the recorded plat thereof, to be used for a General Utility Easement, being more particularly described as follows:

Commencing at a found 1 inch pipe at the intersection of the west right-of-way line of South Forest Avenue and the north right-of-way line of West Walnut Street, as now established, thence along said north right-of-way line, North 87°14'28" West, 423.61 feet, to the southeast corner of said Lot 13; thence along the east line of said Lot 13, North 01°39'01" East, 100.51 feet, to a point on the north line of an existing 15' wide sewer easement recorded in Book I-1685 at Page 1892, as Document Number 1987I0776197, of the Jackson County Missouri Records; thence along the north line of said sewer easement, South 61°03'02" West, 19.52 feet, to the Point of Beginning;

Thence from the Point of Beginning, continuing along said north line, South 61°03'02" West, 17.14 feet; thence leaving said north line, North 00°00'14" East, 63.82 feet, to a point on the north line of said Lot 13; thence along said north line, South 87°14'29" East, 15.02 feet; thence leaving said north line, South 00°00'14" West, 54.80 feet, to the Point of Beginning and contains 890 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT:

All that part of Lot 13, MURPHY'S MEADOW, a subdivision in the City of Independence, Missouri, according to the recorded plat thereof, to be used for a Temporary Construction and Grading Easement, being more particularly described as follows:

Commencing at a found 1 inch pipe at the intersection of the west right-of-way line of South Forest Avenue and the north right-of-way line of West Walnut Street, as now established, thence along said north right-of-way line, North 87°14'28" West, 423.61 feet, to the southeast corner of said Lot 13; thence along the east line of said Lot 13, North 01°39'01" East, 100.51 feet, to a point on the north line of an existing 15' wide sewer easement recorded in Book I-1685 at Page 1892, as Document Number 1987I0776197, of the Jackson County Missouri Records; thence along the north line of said sewer easement, South 61°03'02" West, 10.38 feet, to the Point of Beginning;

Thence from the Point of Beginning, continuing along said north line, South 61°03'02" West, 9.14 feet, to a point hereinafter referred to as Point "A"; thence leaving said north line, North 00°00'14" East, 54.80 feet, to a point on the north line of said Lot 13; thence along said north

line, South 87°14'29" East, 8.01 feet; thence leaving said north line, South 00°00'14" West, 49.99 feet, to the Point of Beginning and contains 419 square feet, more or less.

And

Commencing at the aforementioned Point "A", thence continuing along the north line of said sewer easement, South 61°03'02" West, 17.14 feet, to the Point of Beginning;

Thence from the Point of Beginning, continuing along said north line, South 61°03'02" West, 9.14 feet; thence leaving said north line, North 00°00'14" East, 68.63 feet, to a point on the north line of said Lot 13; thence along said north line, South 87°14'29" East, 8.01 feet; thence leaving said north line, South 00°00'14" West, 63.82 feet, to the Point of Beginning and contains 530 square feet, more or less.

The Temporary Construction and Grading Easements shall terminate at the earlier of: 1) Two (2) years from the date construction begins; or 2) The date construction is completed and accepted by the City.

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

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such temporary construction easements and general utility easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction easements in the manner provided by law.

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

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

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

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

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-081 **2R** An ordinance authorizing the City Clerk to do all things necessary for the holding of a Primary and General Election within the City of Independence, Missouri, in compliance with the Charter adopted by said City, as amended, and all state laws in reference thereto, and to certify to the Jackson County Board of Election Commissioners all names of candidates properly presented by petitions under the Charter and for the holding of a Primary Election on February 3, 2026, and a General Election on April 7, 2026. **2R Item passes 6-0 Ord. No. 19726**

Recommendations:

Approval of this ordinance to establish the election calendar for the 2026 Mayor and At-Large Councilmember election is recommended.

Background:

The City Clerk is recommending the following schedule for the election of Mayor and At-Large Councilmembers.

2026 Mayor, Councilmember At-Large Election	
Date	Action
September 2, 2025	1st Reading of Election ordinance
September 15, 2025	2nd Reading of Election ordinance; Adoption by Council
September 16, 2025	Candidate packets ready for pick up
October 7, 2025 8:00 a.m.	Candidate Filing – first day
October 28, 2025 3:00 p.m.	Candidate Filing – last day
November 4, 2025	Last day to withdraw as candidate with the City Clerk
December 2, 2025	After this date, any candidate withdraws must be done by court order
TBD	Certification of Feb. 3 election deadline (Notice of Election to Jackson Co. Election Board)
January 7, 2026	Last day to register to vote in Feb. 3 election
TBD	Certification of Apr. 7 election deadline (Notice of Election to Jackson Co. Election Board)
February 3, 2026	Primary election (if needed)
TBD	Last day to register to vote in Apr. 7 election
April 7, 2026	General election

Missouri Election Law and Campaign Financial Disclosure Law call for the financial reports of candidates to be made to the Jackson County Board of Election Commissioners and the Missouri Ethics Commission. The City Clerk offers assistance to candidates by making a packet

of forms available. The material provided includes the required petition blanks, Charter excerpts, Disclosure Law materials, and this ordinance. A list of names will be retained of those who file with the City Clerk the required nominating petitions, notarized Declaration of Candidacy form, and signed Notice to Candidate form.

Emergency Justification:

Fiscal Impact:

The Election Board invoices the City for the City's proportionate share of the actual costs associated with these elections.

Council Action:

Department / Contact	Council and Board /
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REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Mayor At Large Election Ordinance - JK Edits.docx 2025 08 18
2. Draft Mayor At Large Election Ordinance - JK Edits

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY CLERK TO DO ALL THINGS NECESSARY FOR THE HOLDING OF A PRIMARY AND GENERAL ELECTION WITHIN THE CITY OF INDEPENDENCE, MISSOURI, IN COMPLIANCE WITH THE CHARTER ADOPTED BY SAID CITY, AS AMENDED, AND ALL STATE LAWS IN REFERENCE THERETO, AND TO CERTIFY TO THE JACKSON COUNTY BOARD OF ELECTION COMMISSIONERS ALL NAMES OF CANDIDATES PROPERLY PRESENTED BY PETITIONS UNDER THE CHARTER AND FOR THE HOLDING OF A PRIMARY ELECTION ON FEBRUARY 3, 2026, AND A GENERAL ELECTION ON APRIL 7, 2026.

WHEREAS, on December 6, 1961, at a special election held in the City of Independence, Missouri, a proposed Charter for the City of Independence, Missouri was adopted by the voters of said City; and

WHEREAS, on April 4, 1972, at a special election held in the City of Independence, Missouri, a proposed Charter amendment to institute primary elections prior to the biennial general election as promoted by an initiative petition drive was approved by voters of said City; and

WHEREAS, on August 8, 1978, at a special election held in the City of Independence, Missouri, a revised Charter which included bringing Charter provisions concerning elections into conformity with state statutes was approved by the voters of said City; and

WHEREAS, on August 6, 1985, at a special election held in the City of Independence, Missouri, eight proposed Charter amendments, which included an amendment to further address the need to be in conformity with state statutes, were approved by voters of said City; and,

WHEREAS, on April 7, 1987, at a special election held in the City of Independence, Missouri, four proposed Charter amendments were proposed and two, which changed the word “morals” to the word “welfare” in Section 2.23 and changed the word “provided” to the word “prescribed” in Section 6.6, were approved by the voters of the City; and,

WHEREAS, by reasons of certain provisions of said Charter, as amended, and certain state statutes, relating to the holding of a regular City election biennially in every even numbered year on the first Tuesday in April, the next date for such election being April 7, 2026 and a primary election on the first Tuesday of February of the even numbered years, the next date of such election

being February 3, 2026, wherein certain offices are to be filled by the registered, qualified voters of the City of Independence, said offices being the offices of the Mayor and two Councilmembers At Large; and,

WHEREAS, the Charter provides for certain duties to be performed by the City Clerk of the City of Independence, Missouri, and for certain duties to be performed by the Jackson County Board of Election Commissioners in the holding of said primary and general City elections;

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

SECTION 1. That February 3, 2026, the first Tuesday of February, shall be the date of the Primary Election in the City of Independence, as required by Section 6.2, Article 6 of the Charter, as amended, and Section 1.02.001 of the City Code; and,

SECTION 2. That April 7, 2026, the first Tuesday scheduled for elections in April, shall be the date for the next regular City Election, which is required to be held under the provisions of Section 6.2, Article 6 of the Charter of the City of the City of Independence, Missouri, and Section 1.02.001 of the City Code.

SECTION 3. That all separate papers comprising a nominating petition shall be assembled and filed by a registered, qualified voter of the City, with the City Clerk as one instrument, not more than one hundred (100) days and not less than seventy (70) days before the Primary Election. The City Clerk shall record on the petition the exact time when it was filed, shall promptly certify in writing whether the petition is in proper form, and immediately forward the petition to the Jackson County Board of Election Commissioners. A nominating petition shall not be accepted for filing unless it is accompanied by a Statement of Acceptance of Candidacy signed and sworn to (or affirmed) by the candidate, substantially in the form provided in Section 6.6(4) of the Chart of the City of Independence, Missouri.

SECTION 4. That the names on both the Primary and General Election ballot for each office shall be listed in the order in which they are filed as required by Section 6.9 of the Independence City Charter.

SECTION 5. That the City Clerk of Independence shall provide necessary copies of the official ballots and transmit the same to the Board of Election Commissioners.

SECTION 6. That the City Clerk shall do all things necessary and required under the provisions designated in the City Charter under Article 6, "Nominations and Elections", Sections 6.1 through 6.15 inclusive.

SECTION 7. That the City Clerk of the City of Independence is instructed that the first day of the filing of nominating petitions of candidates with the City Clerk for this election is October 7, 2025 at 8:00 a.m., the last day upon which the City Clerk may receive a nominating petition is October 28, 2025, at 5:00 p.m., and the last day upon which any nominated candidates

may withdraw is November 4, 2025 at 5:00 p.m. as provided in Section 6.8 of the Independence City Charter.

SECTION 8. That the City Clerk of the City of Independence, Missouri, shall certify this ordinance to the Jackson County Board of Election Commissioners at once and shall do all things of the State of Missouri for the holding of a Primary Election on February 3, 2026 and a General City Election on April 7, 2026, within the City of Independence, Missouri.

THIS _____ DAY OF SEPTEMBER, 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 AUTHORIZING THE CITY CLERK TO DO ALL THINGS NECESSARY FOR THE HOLDING OF A PRIMARY AND GENERAL ELECTION WITHIN THE CITY OF INDEPENDENCE, MISSOURI, IN COMPLIANCE WITH THE CHARTER ADOPTED BY SAID CITY, AS AMENDED, AND ALL STATE LAWS IN REFERENCE THERETO, AND TO CERTIFY TO THE JACKSON COUNTY BOARD OF ELECTION COMMISSIONERS ALL NAMES OF CANDIDATES PROPERLY PRESENTED BY PETITIONS UNDER THE CHARTER AND FOR THE HOLDING OF A PRIMARY ELECTION ON FEBRUARY 3, 2026, AND A GENERAL ELECTION ON APRIL 7, 2026.

WHEREAS, on December 6, 1961, at a special election held in the City of Independence, Missouri, a proposed Charter for the City of Independence, Missouri was adopted by the voters of said City; and

WHEREAS, on April 4, 1972, at a special election held in the City of Independence, Missouri, a proposed Charter amendment to institute primary elections prior to the biennial general election as promoted by an initiative petition drive was approved by voters of said City; and

WHEREAS, on August 8, 1978, at a special election held in the City of Independence, Missouri, a revised Charter which included bringing Charter provisions concerning elections into conformity with state statutes was approved by the voters of said City; and

WHEREAS, on August 6, 1985, at a special election held in the City of Independence, Missouri, eight proposed Charter amendments, which included an amendment to further address the need to be in conformity with state statutes, were approved by voters of said City; and,

WHEREAS, on April 7, 1987, at a special election held in the City of Independence, Missouri, four proposed Charter amendments were proposed and two, which changed the word “morals” to the word “welfare” in Section 2.23 and changed the word “provided” to the word “prescribed” in Section 6.6, were approved by the voters of the City; and,

WHEREAS, by reasons of certain provisions of said Charter, as amended, and certain state statutes, relating to the holding of a regular City election biennially in every even numbered year on the first Tuesday in April, the next date for such election being April 7, 2026 and a primary election on the first Tuesday of February of the even numbered years, the next date of such election

being February 3, 2026, wherein certain offices are to be filled by the registered, qualified voters of the City of Independence, said offices being the offices of the Mayor and two Councilmembers At Large; and,

WHEREAS, the Charter provides for certain duties to be performed by the City Clerk of the City of Independence, Missouri, and for certain duties to be performed by the Jackson County Board of Election Commissioners in the holding of said primary and general City elections;

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

SECTION 1. That February 3, 2026, the first Tuesday of February, shall be the date of the Primary Election in the City of Independence, as required by Section 6.2, Article 6 of the Charter, as amended, and Section 1.02.001 of the City Code; and,

SECTION 2. That April 7, 2026, the first Tuesday scheduled for elections in April, shall be the date for the next regular City Election, which is required to be held under the provisions of Section 6.2, Article 6 of the Charter of the City of the City of Independence, Missouri, and Section 1.02.001 of the City Code.

SECTION 3. That all separate papers comprising a nominating petition shall be assembled and filed by a registered, qualified voter of the City, with the City Clerk as one instrument, not more than one hundred (100) days and not less than seventy (70) days before the Primary Election. The City Clerk shall record on the petition the exact time when it was filed, shall promptly certify in writing whether the petition is in proper form, and immediately forward the petition to the Jackson County Board of Election Commissioners. A nominating petition shall not be accepted for filing unless it is accompanied by a Statement of Acceptance of Candidacy signed and sworn to (or affirmed) by the candidate, substantially in the form provided in Section 6.6(4) of the Chart of the City of Independence, Missouri.

SECTION 4. That the names on both the Primary and General Election ballot for each office shall be listed in the order in which they are filed as required by Section 6.9 of the Independence City Charter.

SECTION 5. That the City Clerk of Independence shall provide necessary copies of the official ballots and transmit the same to the Board of Election Commissioners.

SECTION 6. That the City Clerk shall do all things necessary and required under the provisions designated in the City Charter under Article 6, "Nominations and Elections", Sections 6.1 through 6.15 inclusive.

SECTION 7. That the City Clerk of the City of Independence is instructed that the first day of the filing of nominating petitions of candidates with the City Clerk for this election is October 7, 2025 at 8:00 a.m., the last day upon which the City Clerk may receive a nominating petition is October 28, 2025, at 5:00 p.m., and the last day upon which any nominated candidates

may withdraw is November 4, 2025 at 5:00 p.m. as provided in Section 6.8 of the Independence City Charter.

SECTION 8. That the City Clerk of the City of Independence, Missouri, shall certify this ordinance to the Jackson County Board of Election Commissioners at once and shall do all things of the State of Missouri for the holding of a Primary Election on February 3, 2026 and a General City Election on April 7, 2026, within the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-082 **1R** An ordinance adopting the attached Schedule of Sanitary Sewer Rates, with the first change scheduled for all bills dated November 1, 2025. **1R Read**

Recommendations:

Approval is recommended by the Municipal Services Department and the Public Utilities Advisory Board.

Background:

In accordance with the Council's goal of developing cost-of-service studies for utilities and ensuring appropriate customer rates, the Municipal Services Department hired Burns & McDonnell Engineering Co., Inc, to evaluate our current rates and develop a strategy to meet our future needs. The proposed sanitary sewer rates were presented to the Public Utilities Advisory Board on July 10, 2025, and to the City Council at the July 28, 2025, study session.

The Municipal Services Department strives to ensure that financial resources are used wisely. The proposed rates ensure that the utility has appropriate revenues to operate, maintain, and replace parts of the sewer system and treatment facilities requiring repairs, fund the Independence portion of the cost increases at the Little Blue Valley Sewer District, as well as meet debt service requirements. The proposed rates meet the financial best practices of funding depreciation (reinvesting in infrastructure) and maintaining a targeted fund.

This proposal was unanimously supported by the Public Utilities Advisory Board in the August 21, 2025, meeting.

The average residential sewer customer using 6 hundred cubic feet of water per month will see their monthly bill increase from \$57.21 to \$62.70 the first year. Commercial base rates are proportionally adjusted based on meter size and strength of discharge. The last sanitary sewer rate increase was July 1, 2020.

Emergency Justification:**Fiscal Impact:**

In addition to maintaining general operation and maintenance revenue requirements of the Municipal Services Department and the City's share of the Little Blue Valley Sewer District, the main themes and uses for the funds are to:

1. Fund a depreciation reserve to insure adequate reinvestment in the sanitary sewer infrastructure (CIP program)
2. Fund the targeted reserve balance in the Sanitary Sewer Fund

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. MS.Sanitary Sewer Rates Ordinance
2. Independence Sewer Rate Study Presentation - 7.28.25
3. RateOrdinanceTable
4. MS.Sanitary Sewer Rates Ordinance - REVISED

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE ATTACHED SCHEDULE OF SANITARY SEWER RATES, WITH THE FIRST CHANGE SCHEDULED FOR ALL BILLS DATED NOVEMBER 1, 2025.

WHEREAS, a review of sanitary rates noted that there is a need to enact increases in the sanitary sewer rates to provide the necessary funding for the reasonable operation of the Municipal Services Department; and,

WHEREAS, the Independence City Council has determined this increase to the sanitary sewer rates to be in the best interest of the citizens of Independence;

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

SECTION 1. That the Municipal Services Department Schedule of Sanitary Sewer Rates under the authority of City Code Section 7.07.003 be and is hereby adopted with an effective date of all bills dated November 1, 2025, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

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

SECTION 3. That all other parts and provisions of the Independence City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 4. That correction of any scrivener errors identified with this amending ordinance and Chapter 7 are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Director of Finance and Administration

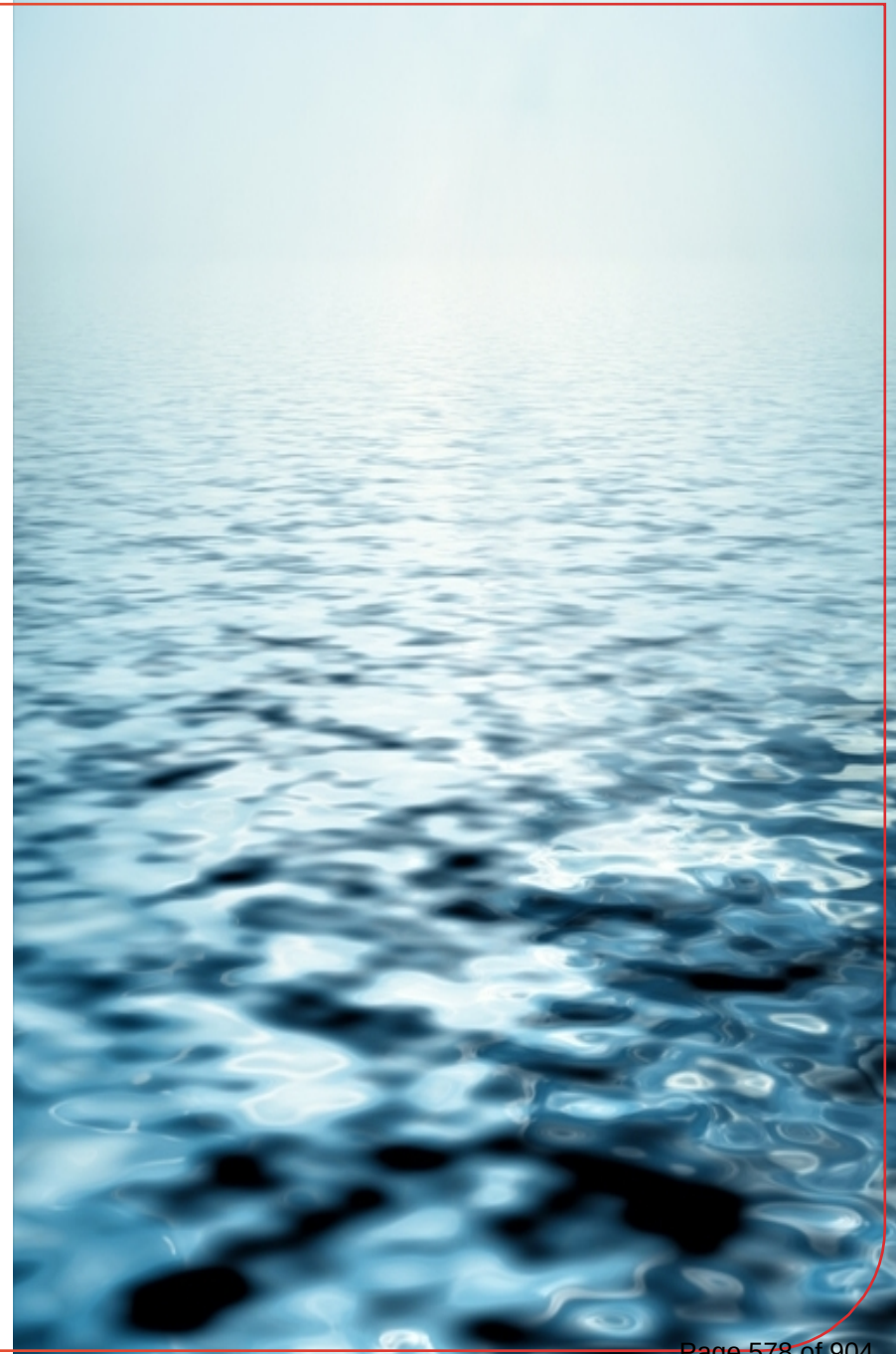
City Manager

Sewer Rate Study Briefing



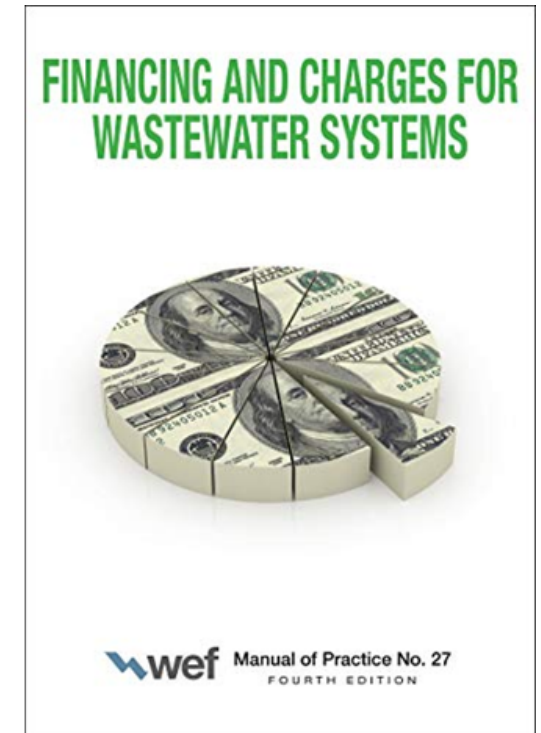
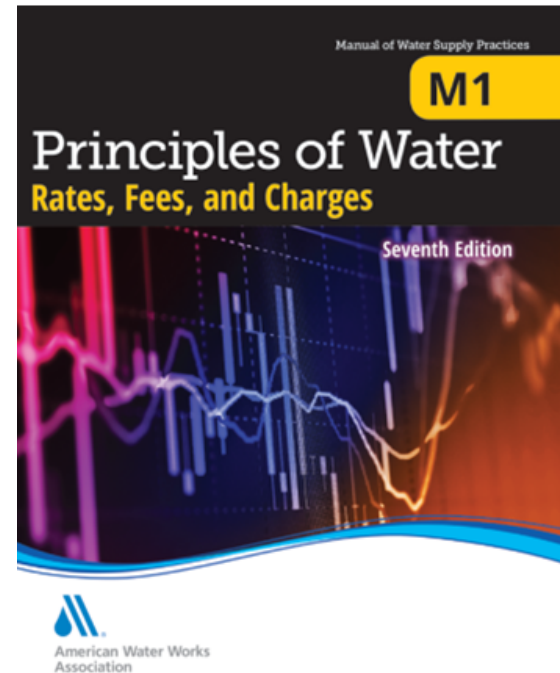
City of Independence, MO

7/28/2025



Agenda

- Industry trends & background
- Rate study process & findings
- Questions / Answers



Industry Trends & Background

National Trends in Household Sewer Costs

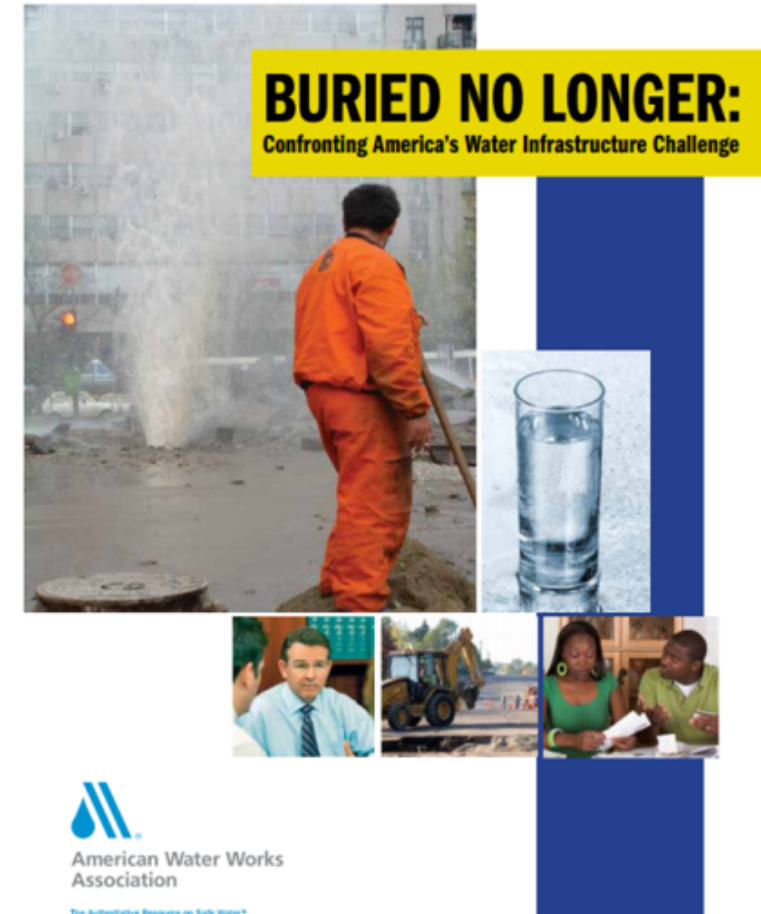


Survey or Publication	Period	Historical Increase per Year
Water and Sewer Index, BLS	2000 - 2023	4.7%
NACWA Cost of Clean Water	1986-2023	4.6%
AWWA Rate Survey - Sewer	1996 - 2018	5.6%
CPI-U - General Inflation	2000 - 2023	2.5%

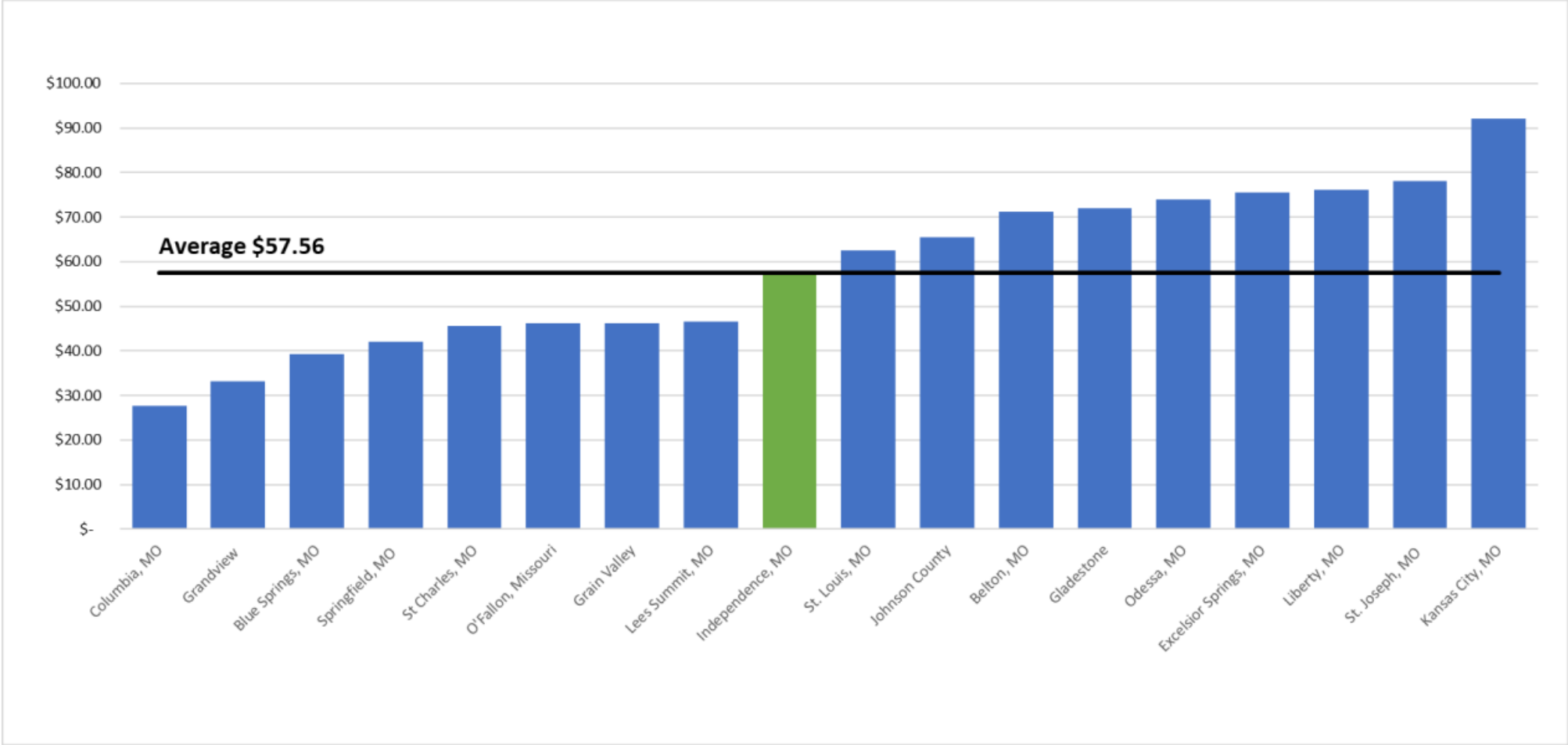
- Since 2000, household water and sewer costs have increased nearly 2x household inflation

Common Factors Contributing to Utility Rate Increases

- General trend in lower use per account can pressure variable revenue streams
- Inflation on operating and capital/construction costs
- More stringent water quality regulations
- Aging infrastructure requires renewal and replacement

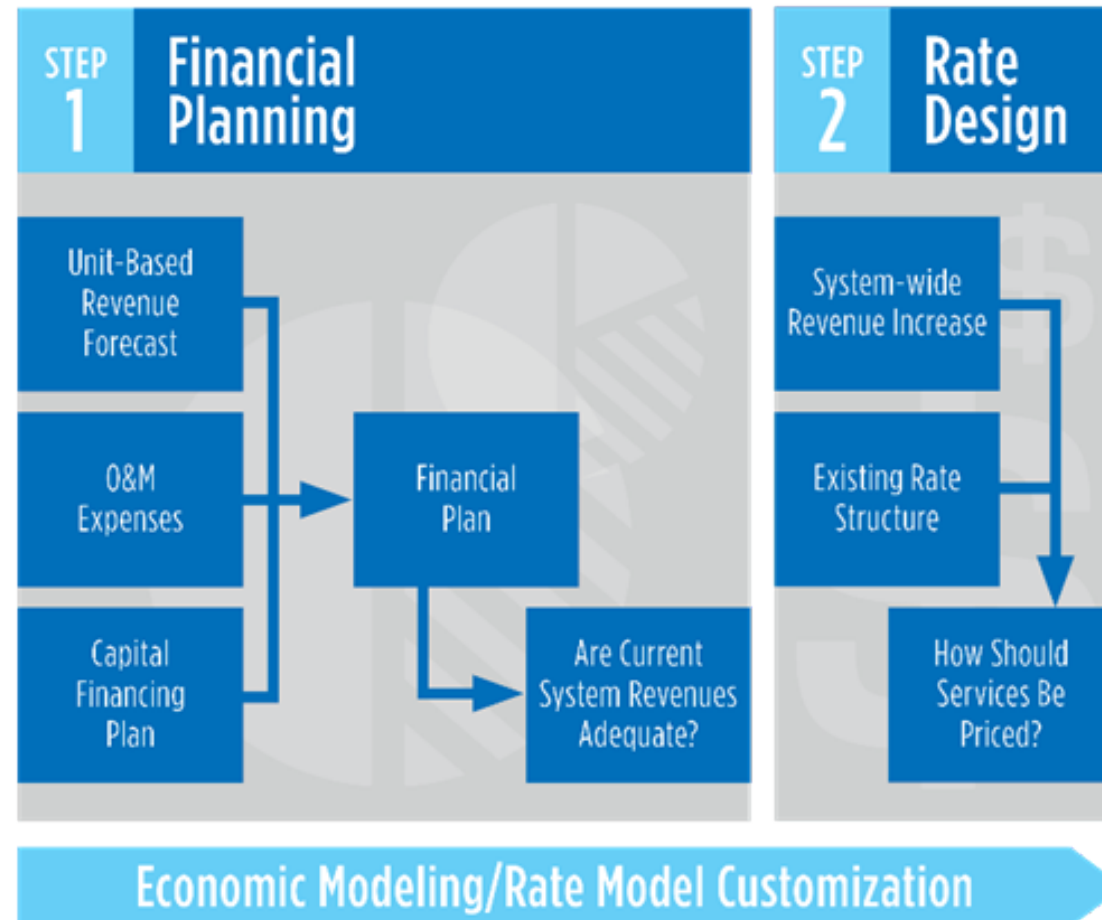


Regional Residential Bill Comparison (6 CCF/month)



Study Process & Findings

Rate Study Process



Financial Planning Guiding Principles

- Mitigate rate shock through levelized increases
- Achieve target cash reserve policy by end of the forecast period
- Cash fund capital improvements
- Used scenario analysis to evaluate outcomes

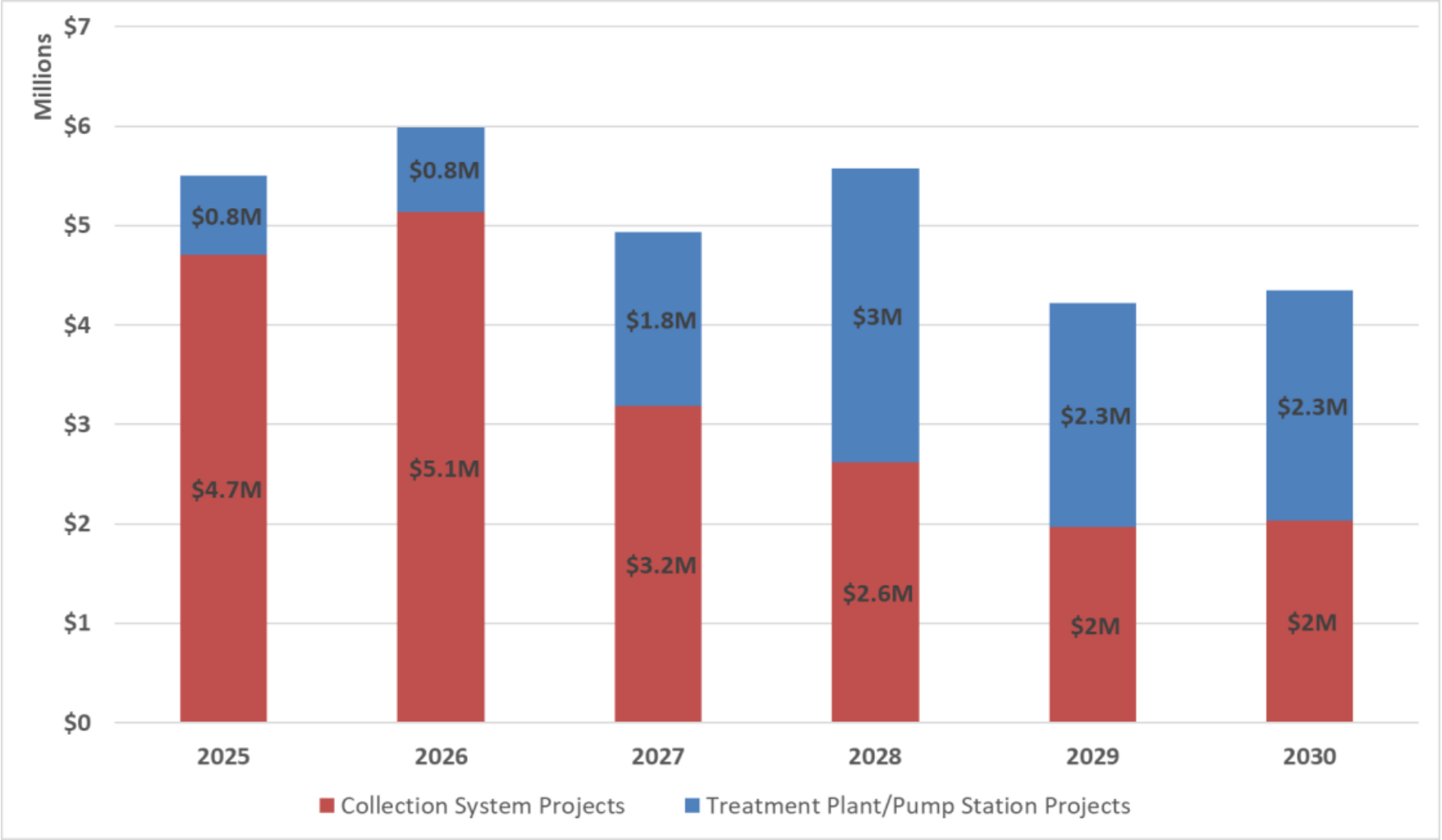


Key Financial Planning Assumptions

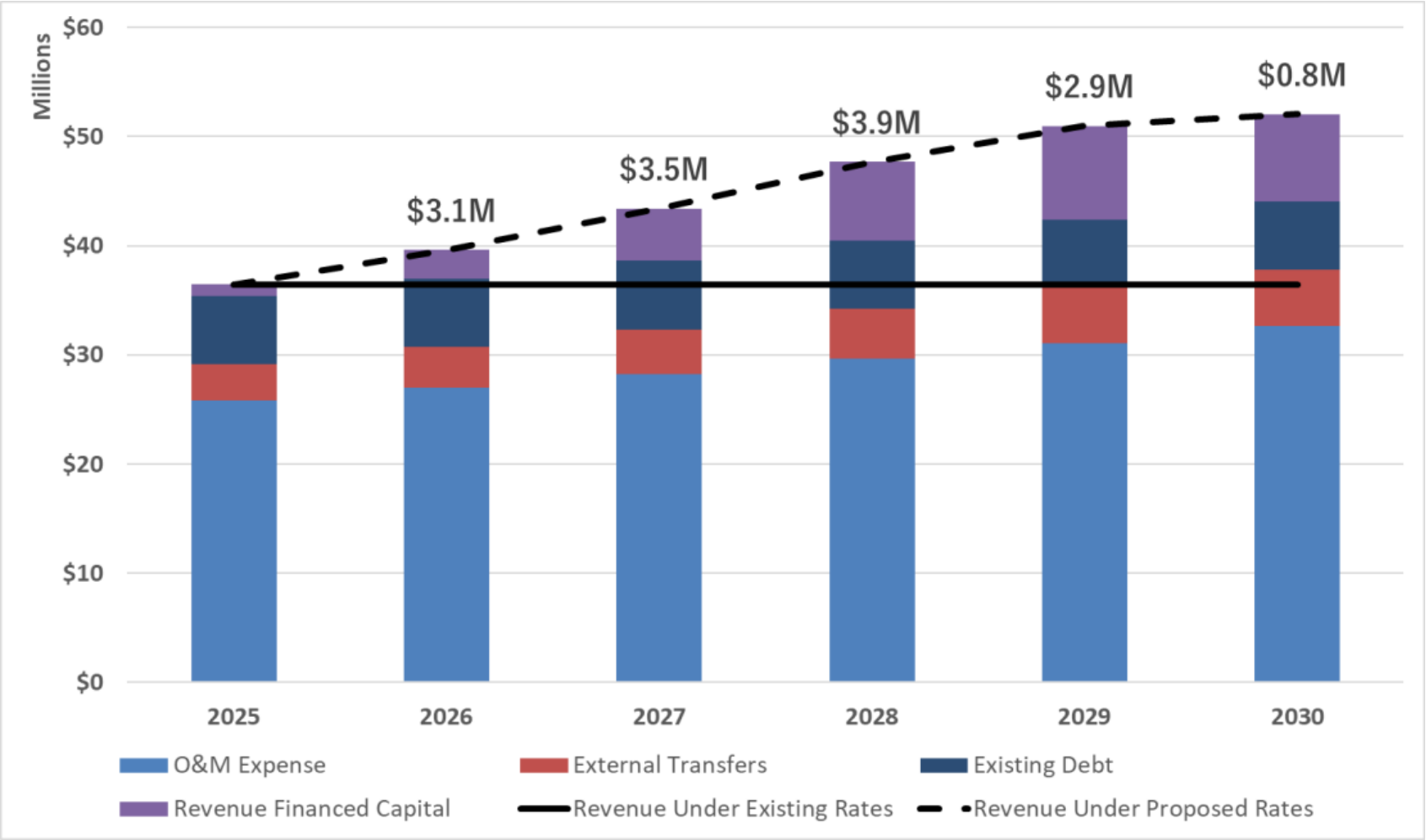


- Stable customer and usage characteristics
- Operating cost inflation of ~ 5% per year
- Inflated sewer capital projects estimated to cost \$25M (2026 through 2030)

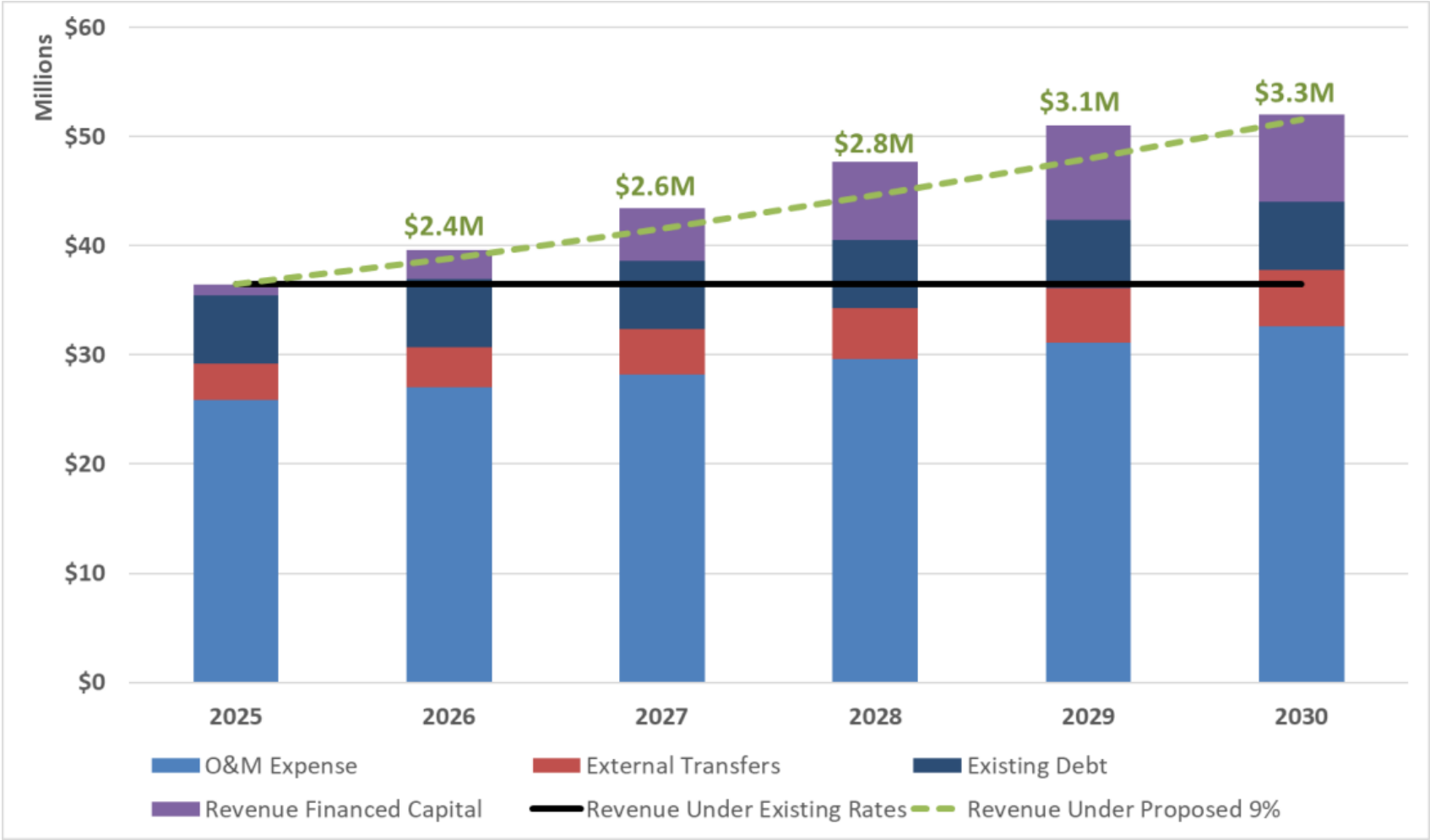
Capital Improvement Plan



Summary of Proposed Sewer Financial Plan (Option 1)



Summary of Proposed Sewer Financial Plan (Option 2)



	CIP Reduction
Year	(\$M)
2025	\$0.00
2026	-\$1.00
2027	-\$1.50
2028	-\$2.00
2029	-\$0.30
2030	-\$0.30
Total	-\$5.10

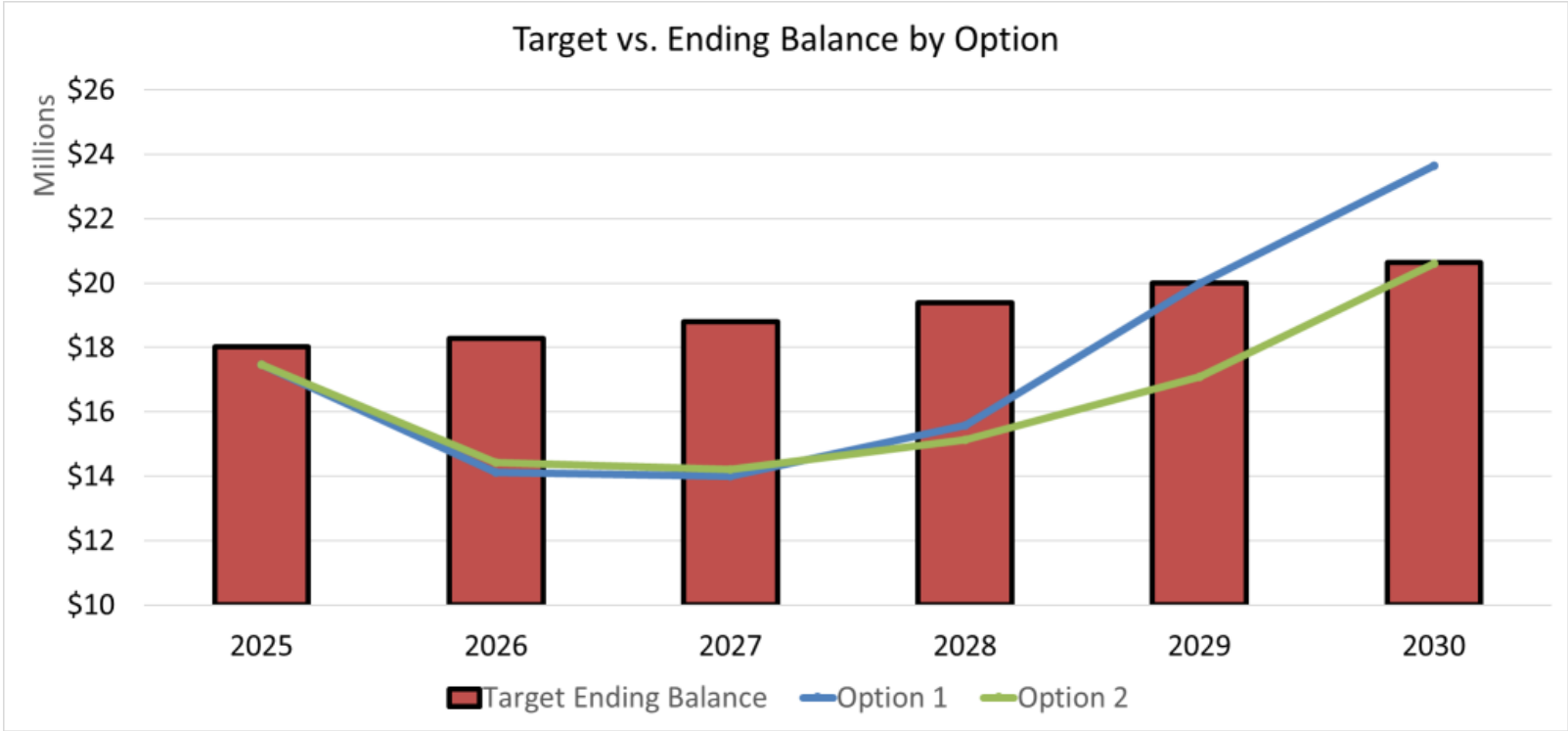
Comparison of Options



	Option 1	Option 2
Revenue Increases		
2026	\$3.1M	\$2.4M
2027	\$3.5M	\$2.6M
2028	\$3.9M	\$2.8M
2029	\$2.9M	\$3.1M
2030	\$0.8M	\$3.3M

Target Cash Balance Achieved		
Year	2029	2030

CIP Funded		
Dollars (Millions)	\$25.1	\$20.0
Percentage	100%	80%



Option 1: Existing and Proposed Sewer Rates (Inside City)

Line No.	Description	Existing 2025	2026	2027	Proposed 2028	2029	2030
INSIDE CITY							
Service Charge							
1	Residential	\$ 18.00	\$ 20.16	\$ 22.58	\$ 25.29	\$ 27.31	\$ 27.86
Non-SIC C&I							
2	5/8"-3/4"	\$ 18.00	\$ 20.16	\$ 22.58	\$ 25.29	\$ 27.31	\$ 27.86
3	1"	\$ 22.86	\$ 25.60	\$ 28.67	\$ 32.11	\$ 34.68	\$ 35.37
4	1 1/2" - 3"	\$ 49.32	\$ 55.24	\$ 61.87	\$ 69.29	\$ 74.83	\$ 76.33
5	4"-6"	\$ 208.08	\$ 233.05	\$ 261.02	\$ 292.34	\$ 315.73	\$ 322.04
SIC C&I							
6	5/8"-1'	\$ 84.96	\$ 95.16	\$ 106.58	\$ 119.37	\$ 128.92	\$ 131.50
7	1 1/2" - 3"	\$ 111.42	\$ 124.79	\$ 139.76	\$ 156.53	\$ 169.05	\$ 172.43
8	4"-6"	\$ 270.00	\$ 302.40	\$ 338.69	\$ 379.33	\$ 409.68	\$ 417.87
9	Volume Charge - \$/CCF	\$ 4.53	\$ 5.09	\$ 5.70	\$ 6.39	\$ 6.90	\$ 7.04
10	BOD Surcharge - \$/lb	\$ 0.87	\$ 0.98	\$ 1.10	\$ 1.23	\$ 1.33	\$ 1.36
11	COD Surcharge - \$/lb	\$ 0.35	\$ 0.39	\$ 0.44	\$ 0.49	\$ 0.53	\$ 0.54
12	SS Surcharge - \$/lb	\$ 0.31	\$ 0.35	\$ 0.39	\$ 0.44	\$ 0.48	\$ 0.49
13	Regulatory Compliance	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00

Option 1: Residential Bill Impact (3/4” Meter)



Line No.	Billable Flow CCF	Existing 2025	2026	2027	2028	2029	2030
Proposed Monthly Bill							
1	2.0	\$ 39.07	\$ 42.34	\$ 45.98	\$ 50.07	\$ 53.11	\$ 53.94
2	4.0	\$ 48.14	\$ 52.52	\$ 57.38	\$ 62.85	\$ 66.91	\$ 68.02
3	6.0	\$ 57.21	\$ 62.70	\$ 68.78	\$ 75.63	\$ 80.71	\$ 82.10
4	8.0	\$ 66.28	\$ 72.88	\$ 80.18	\$ 88.41	\$ 94.51	\$ 96.18
Change in Monthly Bill (\$)							
5	2.0		\$ 3.27	\$ 3.64	\$ 4.09	\$ 3.04	\$ 0.83
6	4.0		\$ 4.38	\$ 4.86	\$ 5.47	\$ 4.06	\$ 1.11
7	6.0		\$ 5.49	\$ 6.08	\$ 6.85	\$ 5.08	\$ 1.39
8	8.0		\$ 6.60	\$ 7.30	\$ 8.23	\$ 6.10	\$ 1.67

Option 2: Existing and Proposed Sewer Rates (Inside City)

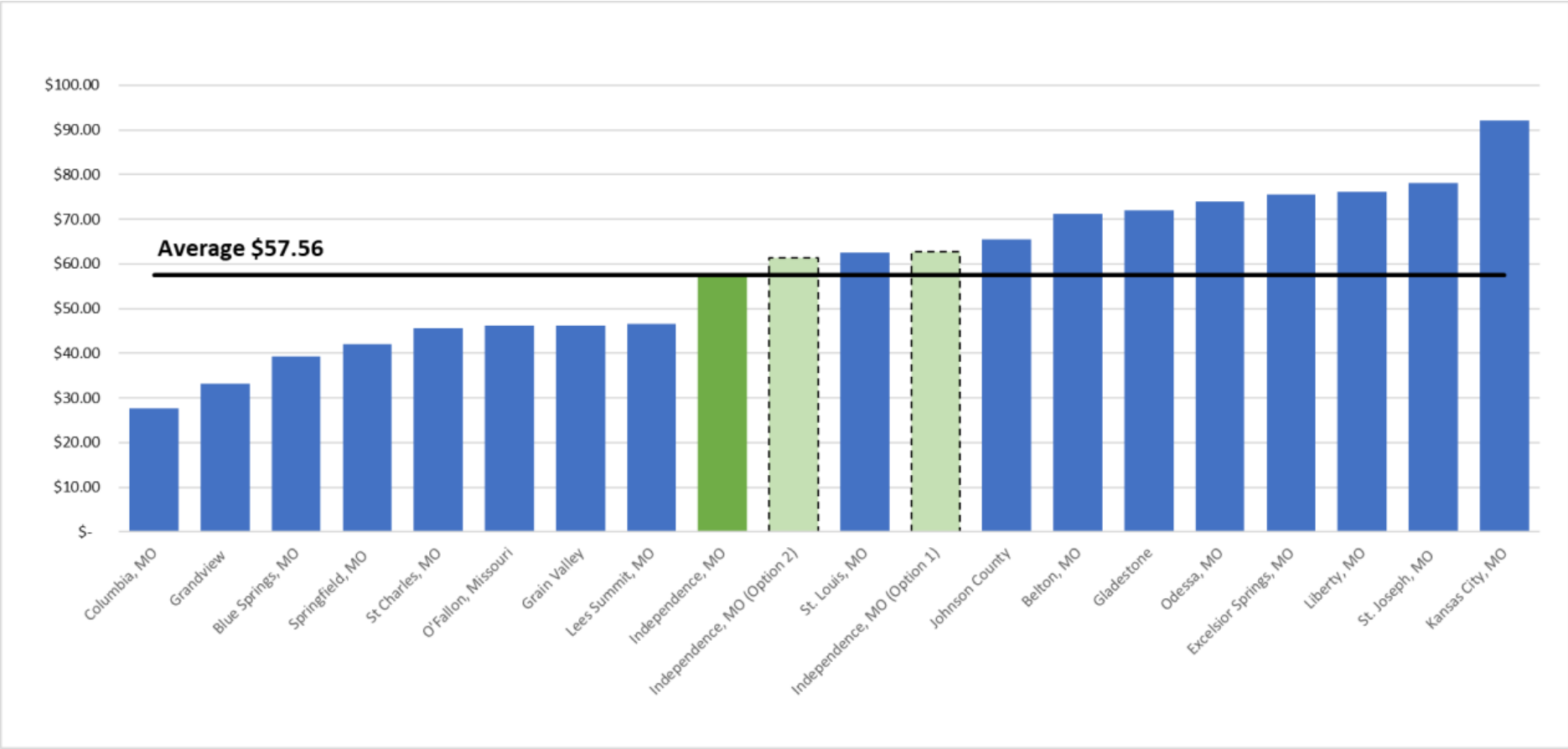
Line No.	Description	Existing 2025	2026	2027	Proposed 2028	2029	2030
	INSIDE CITY						
	Service Charge						
1	Residential	\$ 18.00	\$ 19.62	\$ 21.39	\$ 23.32	\$ 25.42	\$ 27.71
	<u>Non-SIC C&I</u>						
2	5/8"-3/4"	\$ 18.00	\$ 19.62	\$ 21.39	\$ 23.32	\$ 25.42	\$ 27.71
3	1"	\$ 22.86	\$ 24.92	\$ 27.16	\$ 29.60	\$ 32.26	\$ 35.16
4	1 1/2" - 3"	\$ 49.32	\$ 53.76	\$ 58.60	\$ 63.87	\$ 69.62	\$ 75.89
5	4"-6"	\$ 208.08	\$ 226.81	\$ 247.22	\$ 269.47	\$ 293.72	\$ 320.15
	<u>SIC C&I</u>						
6	5/8"-1'	\$ 84.96	\$ 92.61	\$ 100.94	\$ 110.02	\$ 119.92	\$ 130.71
7	1 1/2" - 3"	\$ 111.42	\$ 121.45	\$ 132.38	\$ 144.29	\$ 157.28	\$ 171.44
8	4"-6"	\$ 270.00	\$ 294.30	\$ 320.79	\$ 349.66	\$ 381.13	\$ 415.43
9	Volume Charge - \$/CCF	\$ 4.53	\$ 4.95	\$ 5.40	\$ 5.90	\$ 6.43	\$ 7.01
10	BOD Surcharge - \$/lb	\$ 0.87	\$ 0.95	\$ 1.04	\$ 1.13	\$ 1.23	\$ 1.34
11	COD Surcharge - \$/lb	\$ 0.35	\$ 0.38	\$ 0.41	\$ 0.45	\$ 0.49	\$ 0.53
12	SS Surcharge - \$/lb	\$ 0.31	\$ 0.34	\$ 0.37	\$ 0.40	\$ 0.44	\$ 0.48
13	Regulatory Compliance	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00

Option 2: Residential Bill Impact (3/4” Meter)



Line No.	Billable Flow CCF	Existing 2025	2026	2027	2028	2029	2030
Proposed Monthly Bill							
1	2.0	\$ 39.07	\$ 41.52	\$ 44.19	\$ 47.12	\$ 50.28	\$ 53.73
2	4.0	\$ 48.14	\$ 51.42	\$ 54.99	\$ 58.92	\$ 63.14	\$ 67.75
3	6.0	\$ 57.21	\$ 61.32	\$ 65.79	\$ 70.72	\$ 76.00	\$ 81.77
4	8.0	\$ 66.28	\$ 71.22	\$ 76.59	\$ 82.52	\$ 88.86	\$ 95.79
Change in Monthly Bill (\$)							
5	2.0	\$ 2.45	\$ 2.67	\$ 2.93	\$ 3.16	\$ 3.45	
6	4.0	\$ 3.28	\$ 3.57	\$ 3.93	\$ 4.22	\$ 4.61	
7	6.0	\$ 4.11	\$ 4.47	\$ 4.93	\$ 5.28	\$ 5.77	
8	8.0	\$ 4.94	\$ 5.37	\$ 5.93	\$ 6.34	\$ 6.93	

Regional Residential Bill Comparison (6 CCF/month)



Summary

- Revenue increases are necessary for the utility to:
 - Achieve target ending cash balance
 - Cash finance needed capital improvements
- Options for how to achieve key targets
- Propose adoption of Option 1
 - Fully funds CIP
 - Brings utility into compliance with ending target sooner
 - Creates more financial resiliency for unknown future costs
- Propose a CPI based rate adjustment starting in 2031

Q&A



Existing and Proposed Sewer Rates (Inside City)

Line No.	Description	Existing		Proposed									
		2025		2026	2027	2028	2029	2030					
	INSIDE CITY												
	Service Charge												
1	Residential	\$	18.00	\$	20.16	\$	22.58	\$	25.29	\$	27.31	\$	27.86
	Non-SIC C&I												
2	5/8"-3/4"	\$	18.00	\$	20.16	\$	22.58	\$	25.29	\$	27.31	\$	27.86
3	1"	\$	22.86	\$	25.60	\$	28.67	\$	32.11	\$	34.68	\$	35.37
4	1 1/2" - 3"	\$	49.32	\$	55.24	\$	61.87	\$	69.29	\$	74.83	\$	76.33
5	4"-6"	\$	208.08	\$	233.05	\$	261.02	\$	292.34	\$	315.73	\$	322.04
	SIC C&I												
6	5/8"-1'	\$	84.96	\$	95.16	\$	106.58	\$	119.37	\$	128.92	\$	131.50
7	1 1/2" - 3"	\$	111.42	\$	124.79	\$	139.76	\$	156.53	\$	169.05	\$	172.43
8	4"-6"	\$	270.00	\$	302.40	\$	338.69	\$	379.33	\$	409.68	\$	417.87
9	Volume Charge - \$/1,000 gal	\$	4.53	\$	5.09	\$	5.70	\$	6.39	\$	6.90	\$	7.04
10	BOD Surcharge - \$/lb	\$	0.87	\$	0.98	\$	1.10	\$	1.23	\$	1.33	\$	1.36
11	COD Surcharge - \$/lb	\$	0.35	\$	0.39	\$	0.44	\$	0.49	\$	0.53	\$	0.54
12	SS Surcharge - \$/lb	\$	0.31	\$	0.35	\$	0.39	\$	0.44	\$	0.48	\$	0.49
13	Regulatory Compliance	\$	12.00	\$	12.00	\$	12.00	\$	12.00	\$	12.00	\$	12.00

Residential Bill Impact (3/4" Meter)

Line No.	Billable Flow CCF	Existing 2025	2026	2027	2028	2029	2030
Proposed Monthly Bill							
1	2.0	\$ 39.07	\$ 42.34	\$ 45.98	\$ 50.07	\$ 53.11	\$ 53.94
2	4.0	\$ 48.14	\$ 52.52	\$ 57.38	\$ 62.85	\$ 66.91	\$ 68.02
3	6.0	\$ 57.21	\$ 62.70	\$ 68.78	\$ 75.63	\$ 80.71	\$ 82.10
4	8.0	\$ 66.28	\$ 72.88	\$ 80.18	\$ 88.41	\$ 94.51	\$ 96.18
Change in Monthly Bill (\$)							
5	2.0	\$ 3.27	\$ 3.64	\$ 4.09	\$ 3.04	\$ 0.83	
6	4.0	\$ 4.38	\$ 4.86	\$ 5.47	\$ 4.06	\$ 1.11	
7	6.0	\$ 5.49	\$ 6.08	\$ 6.85	\$ 5.08	\$ 1.39	
8	8.0	\$ 6.60	\$ 7.30	\$ 8.23	\$ 6.10	\$ 1.67	

This schedule includes an annual increase beginning in 2031 tied to the federal government's published consumer price index.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE ATTACHED SCHEDULE OF SANITARY SEWER RATES, WITH THE FIRST CHANGE SCHEDULED FOR ALL BILLS DATED NOVEMBER 1, 2025.

WHEREAS, a review of sanitary rates noted that there is a need to enact increases in the sanitary sewer rates to provide the necessary funding for the reasonable operation of the Municipal Services Department; and,

WHEREAS, the Independence City Council has determined this increase to the sanitary sewer rates to be in the best interest of the citizens of Independence;

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

SECTION 1. That the Municipal Services Department Schedule of Sanitary Sewer Rates under the authority of City Code Section 7.07.003 be and is hereby adopted with an effective date of all bills dated November 1, 2025, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That, beginning in 2031, annual sanitary sewer rate increases will be tied directly to the federal government's Consumer Price Index (CPI) and shall not exceed three percent (3%).

SECTION 3. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That all other parts and provisions of the Independence City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 5. That correction of any scrivener errors identified with this amending ordinance and Chapter 7 are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Director of Finance and Administration

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-083 **1R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **1R Read**

Recommendations:

Staff recommends approval of this item.

Background:

At the time the budget was prepared for FY 2024–25, it was not known when tax collection would begin for the new Prop PD Sales Tax nor how much may be generated through the end of the fiscal year. Also unknown was the actual fiscal impact of the salary increases for Police Department employees belonging to the Fraternal Order of Police Union. This ordinance will increase revenue in the Prop PD Sales Tax Fund to reimburse various funds for costs associated with Fraternal Order of Police contract increases and increase expenditures in the Prop PD Sales Tax Fund for Police Department hiring incentives.

Council previously approved a budget amendment to offset a portion of the salary increases in the amount of \$1,035,143.18 from remaining American Rescue Plan (ARP) funds in the General Fund. Salary and benefit savings achieved by the department throughout the 2024-25 fiscal year further offset the total amount of increased salaries calculated at a total of \$4.3 million in the General and Police Use Tax Funds. The amount presented in this ordinance is the net amount due to each fund after ARP and departmental savings. Consolidation of the majority of Police Department expenses will eliminate the need for reimbursement moving forward.

Background information for each individual amendment is included in an attached document including the revenue increase amounts, the source of funds for the adjustment, and the location of where each adjustment will be recorded.

Emergency Justification:**Fiscal Impact:**

Increased sales tax revenue in the Prop PD Sales Tax Fund will provide reimbursements and program support to the General Fund and Police Use Tax Fund for salary increases funded through passage of the Prop PD Sales Tax. Increases to expenditures in the Prop PD Sales Tax Fund are for hiring incentives paid to officers in the 2024-2025 Fiscal Year. Revenues in the Prop PD Sales Tax Fund exceeded requested expenditures.

Department

Fund

Amount

Police - Reimbursement to General Fund (002)	067	\$1,690,961.60
Police - Reimbursement to Police Use Tax Fund (018)	067	\$271,462.00
Police - Prop PD Sales Tax incentive costs	067	\$73,689.62

Total Expenditures \$2,036,113.22

Revenues - Sales Tax	067	\$2,619,212.79
Revenues - Use Tax	067	\$569,045.65
Revenues - Interest	067	\$7,513.63

Total Revenues \$3,195,772.07

Council Action:

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

REVIEWERS

Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Appropriations Background Year-End 8.25.25
2. Appropriations Ordinance Year-End 8.25.25

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

Section 1:

Fund: Prop PD Sales Tax Fund (067)

Department: Police

Source: Increased Revenues

Description: Increased sales tax revenues in the amount of \$3,195,722.07 in the Prop PD Sales Tax Fund (067) to reimburse the General Fund (002) in the amount of \$1,690,961.60 and Police Use Tax Fund \$271,462 for increased Public Safety expenditures related to the salary increases for the FOP contract beginning on July 1, 2024. Additionally, additional appropriations in the amount of \$73,689.62 are requested in the Prop PD Sales Tax Fund for hiring incentives.

067-067-3041

067-067-3044

067-067-3411

067-0674511-5130

067-0674513-5130

067-0674532-5130

067-0674534-5130

067-0674535-5130

067-0674536-5130

067-0674538-5130

067-0674539-5130

067-0674542-5130

067-0674543-5130

067-0674544-5130

067-0674511-5100

067-0674511-5240

BILL NO. _____

ORDINANCE NO. _____

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

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

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

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

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

SECTION 1. Increased revenue in the Prop PD Sales Tax Fund (067) in the amount of
\$3,195,772.07 and increased expenditures in the amount of \$2,036,113.22 for Police Department salary
increases and retention costs.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

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

Source is: As Indicated Above

Director of Finance and Administration
City of Independence, Missouri

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-085 **1R** An ordinance approving a rezoning from District R-30/PUD (High Density Residential/Planned Unit Development) and District C-2 (General Commercial) to District R-6 (Single-Family Residential) for the properties located at 710 & 720 W. Maple Avenue. **1R Read**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval to rezone 710 & 720 W. Maple Avenue from R-30/PUD (High Density Residential/Planned Unit Development) and C-2 (General Commercial) to R-6 (Single-Family Residential). A second 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 – Absent

Commissioner Young – Yes

Commissioner Wiley – Absent

The motion passed, and such the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

Applicant requests to rezone the subject properties from R-30/PUD (High Density Residential/Planned Unit Development) and C-2 (General Commercial) to R-6 (Single-Family Residential).

Zoning History:

This area was annexed by the City of Independence in 1851. The properties included in these applications to be rezoned were platted as the James F. Moor's Addition on November 30, 1847. They were built on Lots 8 and 7 on Maple Avenue (previously referred to as Rock Street). At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, 710 W. Maple Avenue was zoned R-4 (Apartments), and 720 W. Maple Avenue was zoned C-2 (Commercial). In 1980, the labels were changed to R-4 (High Density Residential) and C-2 (General Commercial). The city adopted its Unified Development Ordinance (UDO) (Ordinance No. 17339) in 2009, and the R-4 (High Density Residential) zoning was converted to R-30/PUD (High Density Residential/Planned Unit Development).

Proposal:

John P. Roberts seeks to rezone the residential lots that are part of these applications to R-6 (Single-Family Residential) to restore and update the interiors of 710 and 720 W. Maple

Avenue to be more functional while keeping the use single-family. This downzoning will better conform with the existing land use and character of the neighborhood.

Physical Characteristics of Properties:

The eastern-most house, located at 710 W. Maple Avenue and built in 1903, is a yellow, two-and-a-half story, Foursquare style home with a large front porch the width of the structure. The property also has an accessory building abutting the alley. The corner lot home abutting Maple Avenue and Union Street, built in 1888, is a two-and-a-half story, red brick, Queen Anne home. It has an accessory garage (with a second floor) accessed from the alley. Both houses set well back on their respective lots.

Characteristics of the Area:

To the north of 710 W. Maple Avenue, there is a three-story apartment building and to the north of 720 W. Maple Avenue there is another multiple-family residence facing Union Street (originally built as a single-family residence) and a parking lot. There are offices and a visitor's center for the Remnant Church of Jesus Christ of Latter-Day Saints in an old public-school building across Maple Avenue. West, across Union Street, is an old service station that is now an insurance office. East of the properties are more apartments. Single-Family properties lie further to the northwest, northeast and east.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain single-family residential in use.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Urban Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of historic properties." Construction of this neighborhood predominantly took place in the middle to late 1800's. Rezoning these properties retains the character of the neighborhood by aligning the homes zoning with their current use. This rezoning supports the preservation and protection of this neighborhood.

Sub-Area Plans:

These properties are in the Midtown Truman 353 area.

Zoning:

The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, etc.). Currently, 720 W. Maple Avenue is zoned C-2 (General Commercial) and allows for offices, retail shops, hair salons, light auto repair, restaurants and various other related uses. The house at 710 W. Maple Avenue is zoned R-30/PUD (High Density Residential/Planned Unit Development), a zoning classification that allows for two-family and multiple-family dwellings and various other uses (schools, churches, government facilities,

home-based daycare, etc.).

Heritage Commission Review:

The properties are located within the Truman Heritage District and the Harry S. Truman National Historic Landmark District. Their proposed rezonings were heard before the City's Heritage Commission on August 5, 2025.

Driveways, Garages and Access:

Driveway access to the two-story accessory garage for the house at 720 W. Maple Avenue will be from the rear alley. A second-floor apartment will not be permitted. A driveway on the east side of 710 W. Maple Avenue provides direct access from the street for that property.

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

Public Improvements:

No public improvements will be required.

CIP Investments:

There are no CIP Investments planned for this area at this time.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions Residential Urban Neighborhood uses for the area. Staff concurs single-family residential zoning is appropriate given the existing neighborhood pattern.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The properties are in the Midtown Truman 353 area which call for the preservation of single-family uses and to revitalize the area.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

There are nearby R-6 zoned properties with single-family homes to the northwest, northeast and the block to the east.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-6 zoning is compatible with the area's existing housing stock.

- 5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.**

The C-2 and R-30/PUD zoning are not as compatible with most of the existing housing stock and uses along W. Maple Avenue corridor as R-6 zoning would be.

- 6. The length of time the subject property has remained vacant as zoned.**

Both properties had been unoccupied until recent months.

- 7. The extent to which approving the rezoning will detrimentally affect nearby properties.**

The rezonings should have no detrimental effect on area properties.

- 8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**

*If rezonings are denied, the property owners cannot restore the structures. Future buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this area will reduce nonconformity, in accordance with City Code **Article 8, Chapter 14**.*

Draft Planning Commission minutes are attached.

Emergency Justification:

Fiscal Impact:

Council Action:

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

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 25-100-17
2. Rezoning Staff Report 25-100-17
3. 710 W Maple_Cover Letter
4. 720 W Maple_Cover Letter
5. 710 W Maple_Application_Redacted
6. 720 W Maple_Application_Redacted
7. Notification Letter
8. Notification Addresses
9. Notification Area Map
10. Affidavit
11. 710 and 720 W Maple_Exhibit A_Plat
12. Historical Documents
13. Comprehensive Plan
14. Zoning Map
15. Planning Commission Meeting Minutes 08-12-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) AND DISTRICT C-2 (GENERAL COMMERCIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTIES LOCATED AT 710 & 720 W. MAPLE AVENUE.

WHEREAS, a request by John P. Roberts to rezone the properties located at 710 & 720 W. Maple Avenue from District R-30/PUD (High Density Residential/Planned Unit Development) and District C-2 (General Commercial) to District R-6 (Single-Family Residential) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

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

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on August 12, 2025, and rendered a report to the City Council recommending the rezoning be approved by a vote of 5-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a vote of approval for the Rezoning of said properties; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described properties are hereby rezoned from District R-30/PUD (High Density Residential/Planned Unit Development) and District C-2 (General Commercial) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

MOORES JAMES F ADD E 10' LOT 7 & W 54.09' LOT 8
MOORES JAMES F ADD W 102.18' LOT 7

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be

enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: August 12, 2025

STAFF: Brian L. Harker, Planner

PROJECT NAME: West Maple Avenue Rezoning

CASE NUMBER/REQUESTS: **Case 25-100-17 – Rezoning – 710 & 720 W Maple Ave** – A request to rezone the properties from R-30 (High Density Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

APPLICANT: John P. Roberts

OWNERS: Landrock Signature Homes, LLC
Reed and Daughter, LLC

PROPERTY ADDRESSES: 710 and 720 W. Maple Avenue

SURROUNDING ZONINGS/LAND USES:

- North:** R-30/PUD (High Density Residential/Planned Unit Development)...apartment buildings and parking lot
- South:** C-2 (General Commercial)...office building and visitor's center
- East:** O-1 (Office Residential)...apartment building
- West:** C-2 (General Commercial) and R-6 (Single-Family Residential)...office building

PUBLIC NOTICE:

- Letters to property owners – July 21, 2025
- Public Notice published in the Independence Examiner – July 26, 2025
- Signs posted on property – July 25, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on September 15, 2025 and the public hearing/second reading on October 6, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by John P. Roberts to rezone the properties located at 710 and 720 W. Maple Avenue from R-30/PUD (High Density Residential/PUD) and C-2 (General Commercial) to R-6 (Single-Family Residential).

Current Zonings:	R-30/PUD (High Density Residential/Planned Unit Development) and C-2 (General Commercial)	Proposed Zonings:	R-6 (Single-Family Residential)
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Current Uses: multiple-family residence

New Uses: single-family residences

Zoning History:

This area was annexed by the City of Independence in 1851. The properties included in these applications to be rezoned were platted as the James F. Moor’s Addition on November 30, 1847. They were built on Lots 8 and 7 on Maple Avenue (previously referred to as Rock Street).

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, 710 W. Maple Avenue was zoned R-4 (Apartments), and 720 W. Maple Avenue was zoned C-3 (Commercial). In 1980, the labels were changed to R-4 (High Density Residential) and C-2 (General Commercial). The city adopted its Unified Development Ordinance (UDO) (Ordinance No. 17339) in 2009, and the R-4 (High Density Residential) zoning was converted to R-30/PUD (High Density Residential/Planned Unit Development).

Proposal:

John P. Roberts seeks to rezone the residential lots that are part of these applications to R-6 (Single-Family Residential) to restore and update the interiors of 710 and 720 t W. Maple to be more functional while keeping the use single family. This downzoning will better conform with the existing land use and character of the neighborhood.

Physical Characteristics of Properties:

The eastern-most house, located at 710 W. Maple Avenue and built in 1903, is a yellow, two-and-a-half story, Foursquare style home with a large front porch the width of the structure. The property also has an accessory building abutting the alley. The corner lot home abutting Maple Avenue and Union Street, built in 1888, is a two-and-a-half story, red brick, Queen Anne home. It has an accessory garage (with a second floor) accessed from the alley. Both houses set well back on their respective lots.

Characteristics of the Area:

To the north of 710 W. Maple Avenue, there is a three-story apartment building and to the north of 720 W. Maple Avenue there is another multiple-family residence facing Union Street (originally built as a single-family residence) and a parking lot. There are offices and a visitor’s center for the Remnant Church of Jesus Christ of Latter-Day Saints in an old public-school building across Maple Avenue. West, across from Union Street, is an old service station that is now an insurance office. East of the properties are more apartments. Single-Family properties lie further to the northwest, northeast and east.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan’s objective, “Stabilize and revitalize neighborhoods.” Rezoning these properties will ensure they remain single-family residential in use.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Urban Neighborhoods. The Tools and Policies to promote community identity state the need to, “Support the preservation and protection of historic properties.”

Construction of this neighborhood predominantly took place in the middle to late 1800’s. Rezoning these properties retains the character of the neighborhood by aligning the homes zoning with their current use. This rezoning supports the preservation and protection of this neighborhood.

Sub-Area Plans:

These properties are in the Midtown Truman 353 area.

Zoning:

The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, etc.). Currently, 710 W. Maple Avenue is zoned C-2 (General Commercial) and allows for offices, retail shops, hair salons, light auto repair, restaurants and various other related uses. The house at 720 W. Maple Avenue is zoned R-30/PUD (High Density Residential/Planned Unit Development), a zoning classification that allows for two-family and multiple-family dwellings and various other uses (schools, churches, government facilities, home-based daycare, etc.).

Heritage Commission Review:

The properties are located within the Truman Heritage District and the Harry S. Truman National Historic Landmark District. Their proposed zoning will be heard before the City’s Heritage Commission on August 5, 2025.

Driveways, Garages and Access:

Driveway access to the two-story accessory garage for the house at 720 W. Maple Avenue will be from the rear alley. A second-floor apartment will not be permitted. A driveway on the east side of 710 W. Maple Avenue provides direct access from the street for that property.

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

Public Improvements:

No public improvements will be required.

CIP Investments:

There are no CIP Investments planned for this area at this time.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions Residential Urban Neighborhood uses for the area. Staff concurs single-family residential zoning is appropriate given the existing neighborhood pattern.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The properties are in the Midtown Truman 353 area which call for the preservation of single family uses and revitalize the area.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

There are nearby R-6 zoned properties with single-family homes to the northwest, northeast and the block to the east.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-6 zoning is compatible with the area's existing housing stock.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

The C-2 and R-30/PUD zoning are not as compatible with most of the existing housing stock and uses along W. Maple Avenue corridor as R-6 zoning would be.

6. The length of time the subject property has remained vacant as zoned.

Both properties had been unoccupied until recent months.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

*If rezoning is denied, the property owners cannot restore the structures. Future buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this area will reduce nonconformity, in accordance with City Code **Article 8, Chapter 14**.*

EXHIBITS

1. Cover Letter 710
2. Cover Letter 720
3. Application 710
4. Application 720
5. Notification Letter
6. Address List
7. Notification Area Map
8. Affidavit
9. Exhibits
10. Historical Documents
11. Comprehensive Plan Map
12. Zoning Map

BRIEF PROJECT SUMMARY

According to historical records the house at 710 W Maple is known as the Fox/Raymond/Ott house.

This house is located a little over one block from the Harry S Truman home and is inside the original Harry S Truman National Historical Landmark District that was established in 1971 by the National Park Service. The house is also located inside the Truman Heritage District that was established by the City of Independence.

Historical records show that the house was probably built in the late 1880's (according to Jackson County assessment records the home was built in 1903). Historical records identify this home as a contributing two and one-half story wood frame Queen Anne architectural style dwelling. Given the prominent architectural features of the house we believe that this house should be classified as a contributing two and one-half story American Four Square architectural style dwelling. There is a second contributing building on the property which is a double car garage which according to historical records dates from the early 1910's.

The house was originally built as a single family residence. At some undetermined point in time the house was converted into a two family residence; one family on the main floor and one family on the second floor. A second front door entrance was added to the home to accommodate this new property use. A previous owner, at an undetermined point in time, gutted the complete interior of the home.

The structural components of the house appear to be in fair condition with the exception of some floor joists in the southeast corner of the home on the 1st, 2nd and 3rd floors. All of the remaining components of the house are in extremely poor condition including, but not limited to: roof, siding, windows, interior has been gutted, mechanical, plumbing and electrical. A review of the pictures from the original filing by the National Park Service for the establishment of the National Landmark District in 1971 all the way to the present time will illustrate a house that has been openly exposed to the elements, severely neglected, and has not been maintained for an extended period of time. The condition of the detached garage parallels the condition of the house. This house has been slated by the City of Independence to be demolished if the property is not restored.

In general, the plan includes:

- restoring the exterior of the home to the American Four Square style version of the home
- updating the interior of the home to be functional and compatible with today's lifestyle while at the same time being mindful of the past interior features of the home
- returning the home to a single family use

This home is subject to an application from the Missouri Department of Economic Development for State Historic Tax Credits. The home is subject to a pending application for a Building Permit at the City of Independence.

BRIEF PROJECT SUMMARY

According to historical records the house at 720 W Maple is known as the Watson House.

This house is located a little over one block from the Harry S Truman home and is inside the original Harry S Truman National Historical Landmark District that was established in 1971 by the National Park Service. The house is also located inside the Truman Heritage District that was established by the City of Independence.

Historical records show that the house was probably built in the late 1880's (according to Jackson County assessment records the home was built in 1888). Historical records identify this home as a contributing two / three story brick dwelling, Queene Anne architectural style home. There is a second contributing building on the property which is a detached garage.

The house was originally built as a single family residence.

In general, the future plan includes:

- restoring portions of the exterior of the home to the Queene Anne architecture style version of the home
- updating portions of the interior of the home to be functional and compatible with today's lifestyle while at the same time being mindful of the past interior features of the home
- returning the home to a single family use

This home is subject to an approved application from the National Park Service for Federal Historic Tax Credits. The home is subject to a pending application for a Building Permit at the City of Independence.

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

710 W Maple

Project Name

710 W Maple, Independence, MO 64050

Project Address/Location

2,440	.24	1	No
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
R-30	R-6	Single Family	Single Family
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

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

Contact Information

Applicant

John P Roberts

Owner

LandRock Signature Homes LLC

Name	Company	Name	Company

Phone	Email	Phone	Email

Architect/Engineer/Surveyor/Other: _____

Name	Company	Name	Company
Address		Address	
Phone	Email	Phone	Email

The applicant hereby agrees that the information provided above is accurate.

	6/24/25		6/24/25
Applicant's Signature	Date	Owner's Signature	Date

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

720 W Maple

Project Name

720 W Maple, Independence, MO 64050

Project Address/Location

4,950	.3991	1	No
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
C-2	R-6	Single Family	Single Family
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

John P Roberts

Owner

Read & Daughter LLC

Name Company

Name Company

Phone Email

Phone Email

Architect/Engineer/Surveyor/Other: _____

Architect/Engineer/Surveyor/Other: _____

Name Company

Name Company

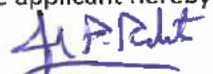
Address

Address

Phone Email

Phone Email

The applicant hereby agrees that the information provided above is accurate.


Applicant's Signature Date 6/24/25


Owner's Signature Date 6/24/25

July 21, 2025

RE: Case No 25-100-17
710 W Maple Ave and 720 W Maple Ave

Dear Property Owner:

This letter is to notify you that an application for rezoning has been submitted to the Independence Planning Commission and the Independence City Council.

The applicant, on behalf of LandRock Signatures, LLC, the owner, is proposing to rezone 710 W Maple Avenue, Independence, MO from R-30 High Density Residential zoning to R-6 Residential zoning. The applicant intends to rehab and use the property for a single family residence.

The applicant, on behalf of Read & Daughter LLC, the owner, is proposing to rezone 720 W Maple Avenue, Independence, MO from C-2 Commercial zoning to R-6 Residential zoning. The applicant intends to rehab and use the property for a single family residence.

Case No 25-100-17 is scheduled to be on the agenda and heard at the Independence Planning Commission meeting at 6:00 pm on August 12, 2025. The Independence Planning Commission meeting is held at the Independence City Council Chambers, City Hall, 111 E Maple Avenue, Independence, Missouri 64050

Case No 25-100-17 is scheduled to be on the agenda and heard at the Independence City Council meeting at 6:00 pm on October 6, 2025. The Independence City Council meeting is held at the Independence City Council Chambers, City Hall, 111 E Maple Avenue, Independence, Missouri 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing of the Planning Commission.

For more information, contact the Community Development Department at 816-325-7421.

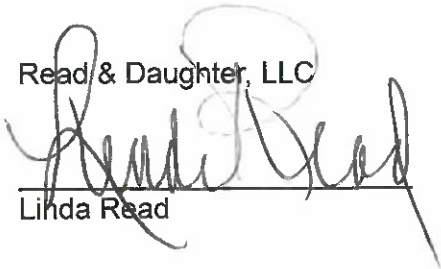
REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get a copy of a petition, please contact the Planning staff at 816-325-7421.

Applicant and
LandRock Signature Homes, LLC



John P. Roberts

Read & Daughter, LLC



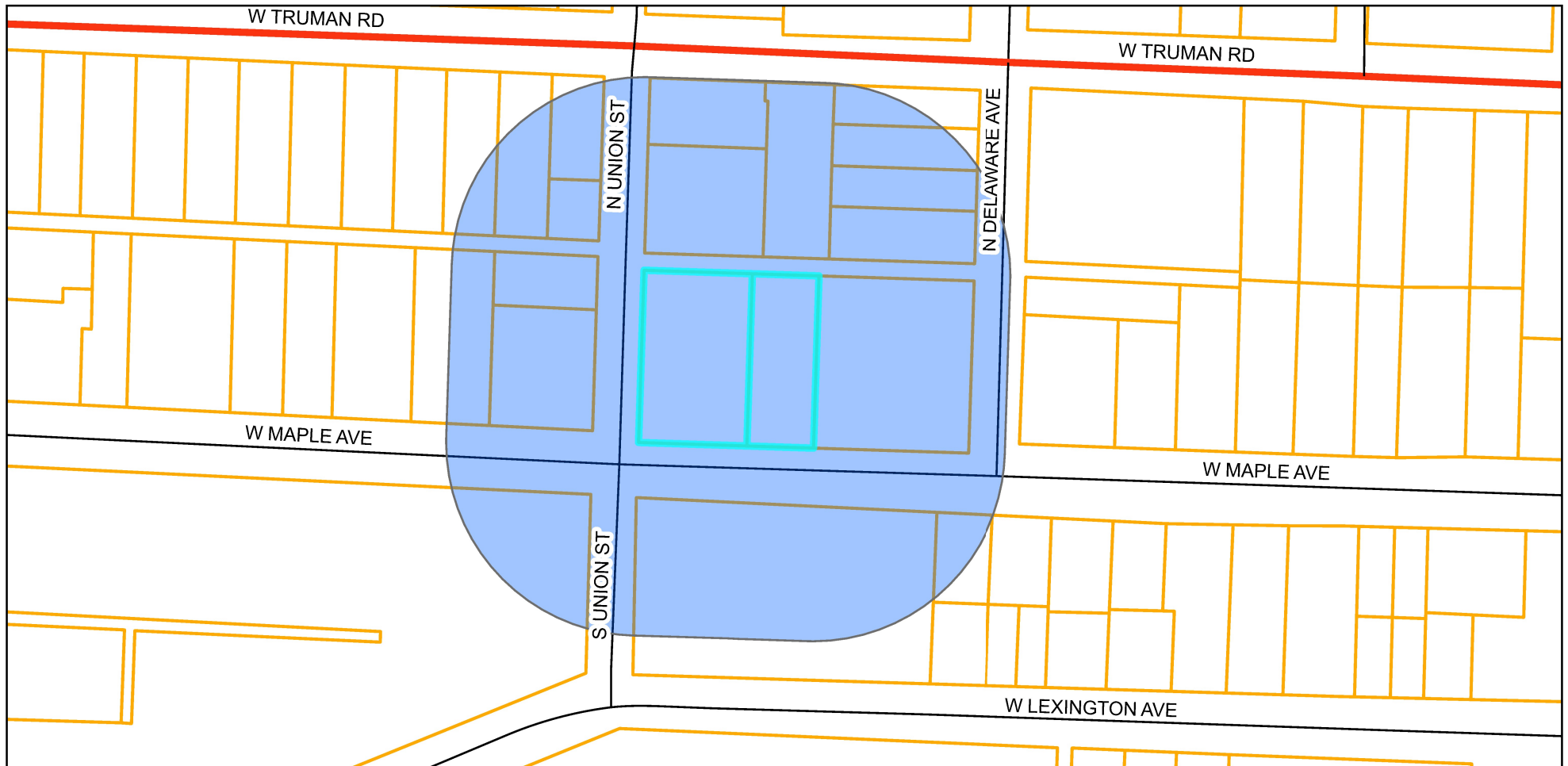
Linda Read

Property Address	Property Owner	Owner Address	City	State	ZIP Code
200 N DELAWARE AVE	MOTHERS REFUGE	14400 E 42ND ST S STE 220	INDEPENDENCE	MO	64055
210 N UNION ST	SQUARE ONE HOMES LLC	364 WAGON KNOB RD	ODESSA	MO	64076
216 N UNION ST	252 BONAIRE LLC	5245 VISTA BLVD	SPARKS	NV	89436
218 N DELAWARE AVE	CORNISH REBECCA JEAN	218 N DELAWARE ST	INDEPENDENCE	MO	64050
220 N DELAWARE AVE	MOON CARLA	220 N DELAWARE ST	INDEPENDENCE	MO	64050
224 N DELAWARE AVE	CONLEY AUSTIN & KIRSTEN	206 N LIBERTY ST	INDEPENDENCE	MO	64050
225 N UNION ST APT 1	MCCLEERY MALISSA	707 E ALBERT AVE	INDEPENDENCE	MO	64055
700 W MAPLE AVE	REMNANT CHURCH OF JESUS CHRIST OF LATTER	700 W LEXINGTON	INDEPENDENCE	MO	64050
701 W MAPLE AVE	MAPLE AVE APTS LLC	1386 HWY TT	BATES CITY	MO	64011
709 W TRUMAN RD APT 1A	SANDS PATRIOT PLACE LLC	7912 NW SCENIC DR	KANSAS CITY	MO	64152
800 W MAPLE AVE	TILTON TREVOR & AMANDA	364 WAGON KNOB RD	ODESSA	MO	64076
801 W MAPLE AVE	RLDS/CHURCH OF JESUS CHRIST	1001 W WALNUT ST	INDEPENDENCE	MO	64050
803 W TRUMAN RD	SISK ANITA	1220 W OUTER RD	OAK GROVE	MO	64075
807 W TRUMAN RD	GENTRY JONI L	807 W TRUMAN RD	INDEPENDENCE	MO	64050
808 W MAPLE AVE	MACDONALD KATHRINA R & NATHAN S	227 W 1560 N	OREM	UT	84057
809 W TRUMAN RD	RENSING JESSE M	809 W TRUMAN RD	INDEPENDENCE	MO	64050

Notification Area

710 and 720 W Maple Ave

Case #25-100-17



Legend

-  Notification Area
-  Parcels

0 100 200 400 US Feet

Prepared For: Planning Commission
Meeting Date: August 12, 2025



AFFIDAVIT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

CASE NO: 25-100-17

I, John P. Roberts, of lawful age being first duly sworn upon oath, state:

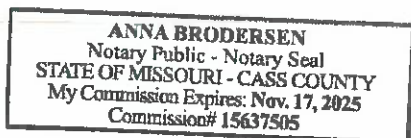
That I am the applicant or owner for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. The list of property owners to whom notice has been mailed is attached.

These notices were mailed on the 22nd day of July, 2025.



John P. Roberts, Applicant or Owner

Subscribed and sworn to before me this 22nd day of July, 2025.

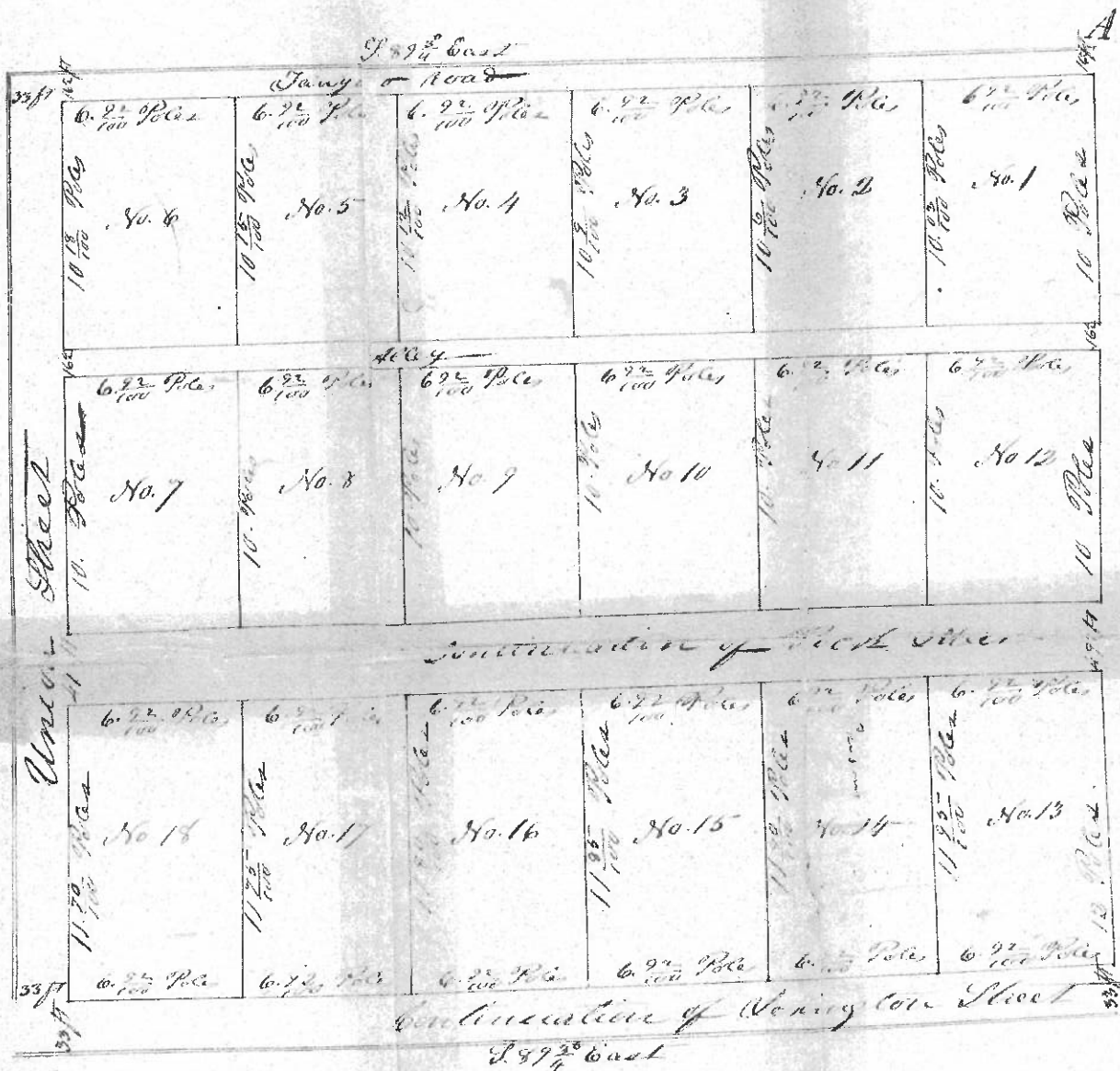


Notary Public

James K. Moore's Addition
To

The town of Independence

Location 26 East



Reference - The size of the lots is represented by figures in poles & hundredths of poles at their sides & ends. The width of the streets by figures in feet. The point A is the Northwest corner of the old town of Independence.

June 10th 1846

Geo. W. Woodruff Surveyor

Book 4. # ~~1~~ 3.
Moore, Adm.
And.

Wm. B. R.
Moore
Addition to
Incorporation

5861

Place of City &
Municipal Court
Wm. B. R.
Adm.

State of Missouri,
County of Cole 3 Do it remembered that on
this twenty ninth day of September in the year
of our Lord eighteen hundred and forty seven before
the undersigned clerks of the circuit court within
and for the County of Cole aforesaid, personally
appeared Benjamin F. Hickman Attorney in
fact for the said County of Cole and he being
within legal age and of legal mind and being
be the said and used of the said Book for
the use and purposes therein contained

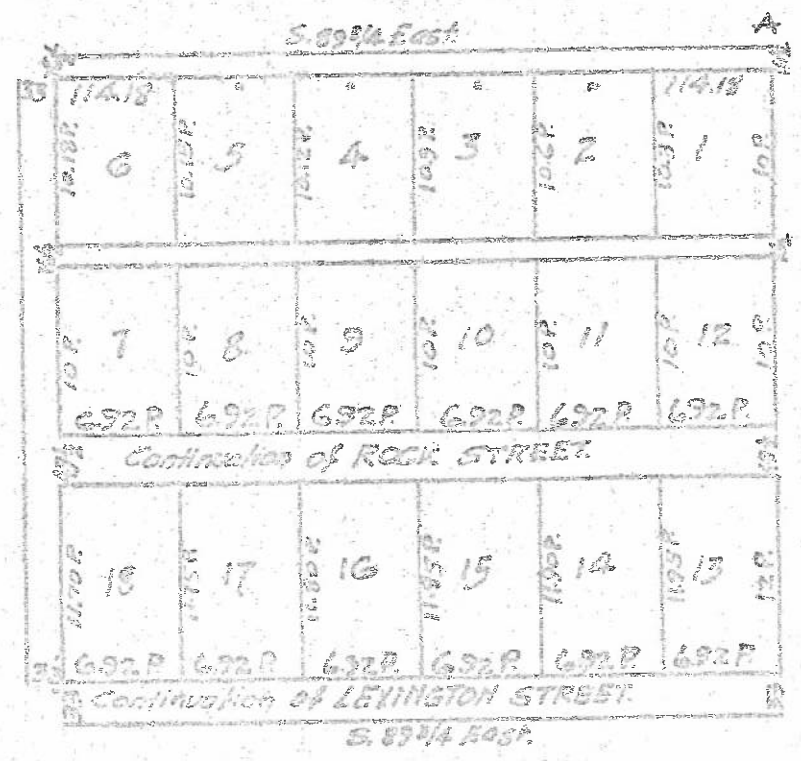
In testimony whereof I have here
unto set my hand and seal
of said Court at office in the
City of Jefferson this day and
date above written

J. Jefferson Clerk

References: The size of the Lots is represented by figures in poles at their sides and ends. The width of the Streets by figures in feet. The point A is the Northwest corner of the Old Town of Independence.
n June 20th., 1843. (Signed), Geo. W. Rhoades, Survy'r.

State of Missouri
County of Cole ss.
Be it remembered that on this 29th day of September A.D. 1847, before the undersigned clerk of the Circuit Court, within and for the County of Cole aforesaid, personally appeared Benjamin F. Hickman, Attorney in fact for James F. Moore, and acknowledges within additional plat as said attorney to be the act and deed of the said Moore for the uses and purposes therein contained.
In testimony whereof I have hereunto set my hand and seal of said Court at office in City of Jefferson this day and date above written.
(Seal) (Signed), G.A. Parsons, Clerk.

THE BUCHANAN ABSTRACT CO.
INDEPENDENCE, MO.



Scale variation
200 ft.
8 1/2° East.

JAMES F MOORE'S ADDITION

To the Town of

INDEPENDENCE

Scale 4 Rods to an Inch. Variation 8 1/2° East



References. The size of the lot is represented by figures in
 Poles and Dimensions of Poles at their sides and ends. The main
 of the street by figures in feet. The first & is the first lot
 corner of the lot town of Independence. (Signed)
 June 10th 1846. Geo. H. Andrews surveyor

3
1

State of Missouri } ss

County of Holt }

Be it remembered that on this twenty seventh day of September
in the year of our Lord One thousand eight hundred and Forty Seven before the undersigned
Clerk of the Circuit Court within and for the County of the aforesaid State
appeared Benjamin F. Dickinson, attorney in fact for James F. Allen and
acquainted with additional this is said witness to the act and deed of
the said Allen for the use and payment thereof contained

In testimony whereof I have hereunto
set my hand and seal of said Court
at Jefferson in the County of Jefferson this
day and date above written (signed)
C. A. Perkins Clerk

Subscribed and sworn to by
James F. Allen
Clerk

Witness my hand and seal of said Court
at Jefferson in the County of Jefferson this
day and date above written (signed)
C. A. Perkins Clerk

HARRY S TRUMAN HISTORIC DISTRICT

United States Department of the Interior, National Park Service

Page 126

National Register of Historic Places Registration Form

History/Significance: The Maplewood Apartments was constructed around 1929, during a decade of accelerated apartment construction in Independence. James Oliver Hogg designed this building; George E. Randall constructed it. It replaced a large wood-frame dwelling occupied by several tenants in the early 1900s, including members of the Anderson family (Charles and Mary E. Anderson and Ernest Anderson) as well as other renters. The Maplewood Apartments had six apartments on each of three floors (in the early 1950s). Although the majority of residents were men, a few women, probably mostly widowed, resided at the Maplewood (in the 1950s). The Maplewood Apartments is nearly identical in design to its neighboring The Maples at 625 West Maple Avenue.

709 West Maple Avenue

Classification: Contributing (1) [within original Truman NHL district]
Historic Name: Chrisman High School

Architectural Style: Classical Revival

Construction Date: 1917-1918/1929

Tax Identification: 26-340-12-08

Legal Description: Moore's Addition, all of lots 17 and 18 and part of lot 16

Description: Contributing three-story brick school; irregular in shape; roof form and materials concealed by parapet; red tapestry brick exterior with glazed terra cotta and cut stone details; aluminum windows; main entrance on West Maple Avenue has semi-circular arch over double leaf doors; concrete foundation with basement partially above ground on south side.

Alterations: A major brick addition was completed in 1929; aluminum windows added recently. Building occupies nearly three lots extending from West Maple Avenue to West Lexington Street. The lot slopes gently down to the rear (south), with lawn and some shade trees surrounding the building.

History/Significance: Bess and Harry Truman's daughter, Margaret, attended this high school from approximately 1938 to 1942. Part of the Chrisman High School stands on the site of the Independence High School, where Harry S Truman attended his third and last year of high school in 1900-1901. Truman frequented the Independence public library, which was located in the Independence High School from 1898 to 1908. The new Chrisman High School, built in 1917-1918, was named for Judge William Chrisman, one of Jackson County's pioneers and a leader in public education. In 1916, his daughter, Margaret O. Swope, of Independence, gave most of the land and an existing 1886 three-story brick building, formerly the home of her brother the late Judge George Lee Chrisman (who died in the spring of 1916) and Preston Roberts, to the city in memory of her father.

The property was valued at \$150,000. Independence contractor L. Crosby and Son constructed the new school for around \$81,000. Martin & Welch Hardware and Plumbing Company of Independence installed the heating and plumbing equipment. The new high school included a gymnasium (80 x 50 feet) with an overhead track, an auditorium with an oval self-supporting balcony, and numerous classrooms. Chrisman High School was completed in March 1918 and dedicated in May. The existing three-story building on the property was initially used as an annex to the new high school; it housed the art department. In 1929 contractors completed an addition to the school. The building ceased housing a public school around 1980 and soon after became home to Park College, a private church-sponsored school.

710 West Maple Avenue

Classification: Contributing (2) [within original Truman NHL district]
Historic Name: Fox/Raymond/Ott House

Architectural Style: Queen Anne

Construction Date: ca. 1890

Tax Identification: 26-340-02-06

HARRY S TRUMAN HISTORIC DISTRICT

United States Department of the Interior, National Park Service

Page 127

National Register of Historic Places Registration Form

Legal Description: Moore's Addition

Description: Contributing two- and one-half-story wood-frame dwelling; rectangular in shape; complex gabled and decorative brackets under slightly overhanging eaves, clad with composition shingles; asbestos shingle exterior; one-over-one double-hung sash synthetic windows, stained glass in some windows on facade; stone foundation with daylight basement.

Alterations: asbestos siding added.

The property also contains a contributing, gabled roof wood frame double-car garage in the rear, dating to the 1910s. The lot features a grass lawn, shrubbery along façade foundation, and shade trees.

History/Significance: Henry J. Ott and his wife Susan E. Shelton Ott purchased the house around 1926. Henry Ott was an uncle to Natalie Ott Wallace, who married Frank Wallace, a brother-in-law of Harry S Truman.

Born in 1855 to long-time Independence business and cultural leaders Christian and Louise Mohr Ott, Henry Ott was educated in Independence public schools. Active in Independence government and the business community, Henry served several terms as an Independence councilman. Henry Ott joined and, upon the death of Christian Ott, took over and operated his father's undertaking and furniture business. Near the end of his life, Henry Ott served as a director of the Chrisman-Sawyer Bank in Independence, presided over the Community Welfare League, and was an elder in the First Presbyterian Church. Henry Ott's wife, Susan Shelton Ott, was active in Independence social and cultural activities. She was a member of the Presbyterian Church and regent of the Missouri State and Independence chapter of the Daughters of the American Revolution. Susan Ott was a charter member of the Mary Paxton Study Club and the Browning Society, two Independence literary societies whose members included Truman family members. Following Henry Ott's death in 1930, Susan Ott continued to reside at 710 West Maple Avenue until her death in 1952.

The Raymond/Ott House was probably built in the late 1880s, just as a period of robust growth in Independence came to a close. Although the original owner and occupant is not yet known, S. Waters Fox, a civil engineer, as well as Effie Fox and Burton C. Fox, occupied the house for several years in the early 1900s. Otis J. Raymond and his wife, Bess H., bought property around 1910 and lived at 710 West Maple Avenue into the early 1920s. Raymond J. Otis had come to Independence in 1906 as a stockholder of the Independence Ice and Cold Storage Company. He soon sold his stock and established a lumber business on East Lexington Avenue, the O. J. Raymond Lumber Company, over which he presided for many years.

720 West Maple Avenue

Classification: Contributing (2) [within original Truman NHL district]

Historic Name: Watson House

Architectural Style: Queen Anne

Construction Date: ca. 1888

Tax Identification: 26-340-02-05

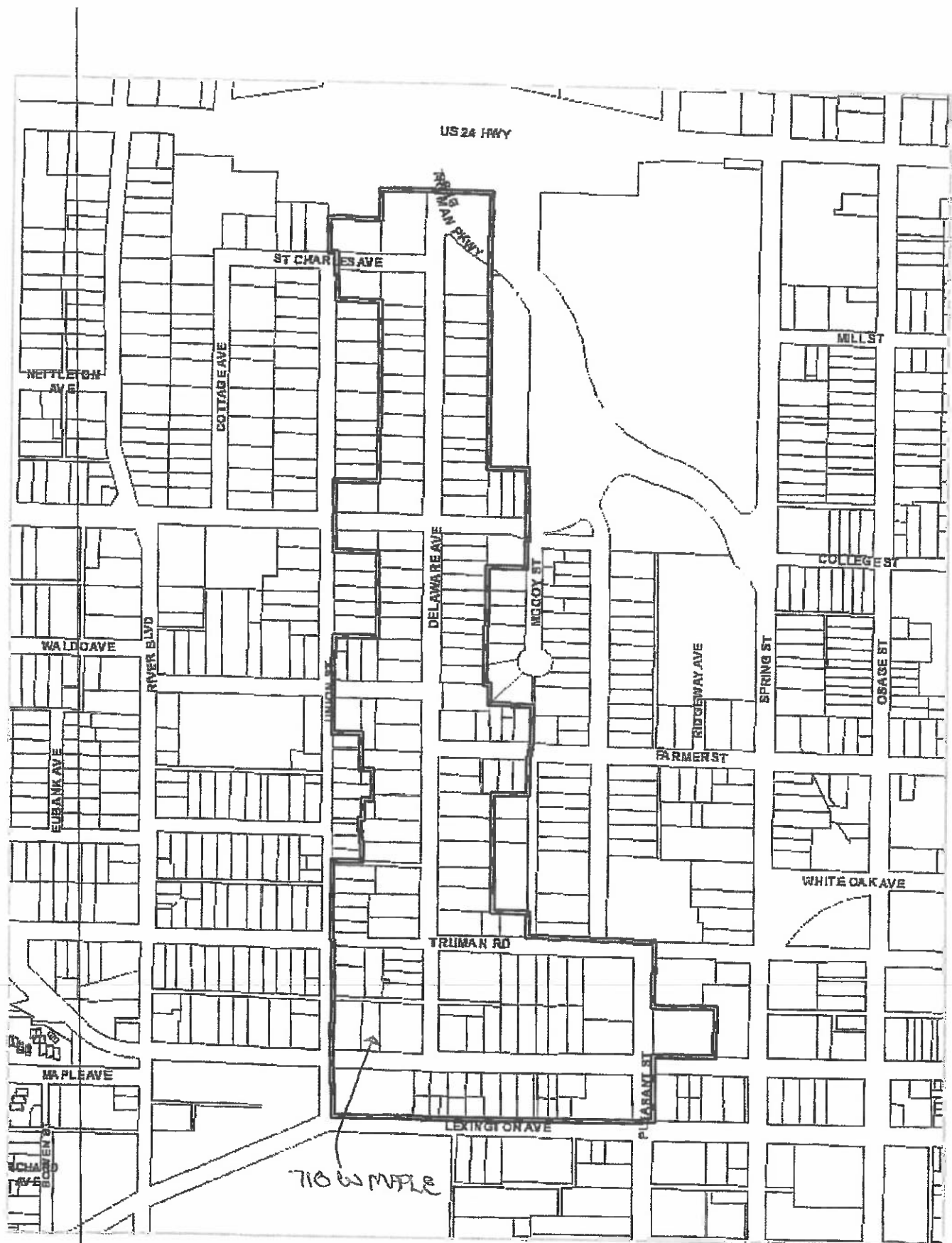
Legal Description: Moore's Addition, lot 7

Description: Contributing two- and three-story brick dwelling; irregular in shape; complex hipped roof with slate tiles; conical roof above oriel tower; red brick exterior with terra cotta details; one-over-one double-hung sash wood windows; some stained glass transoms; gabled roof porches on south and west elevations; cut stone and concrete (rear) foundation with daylight basement.

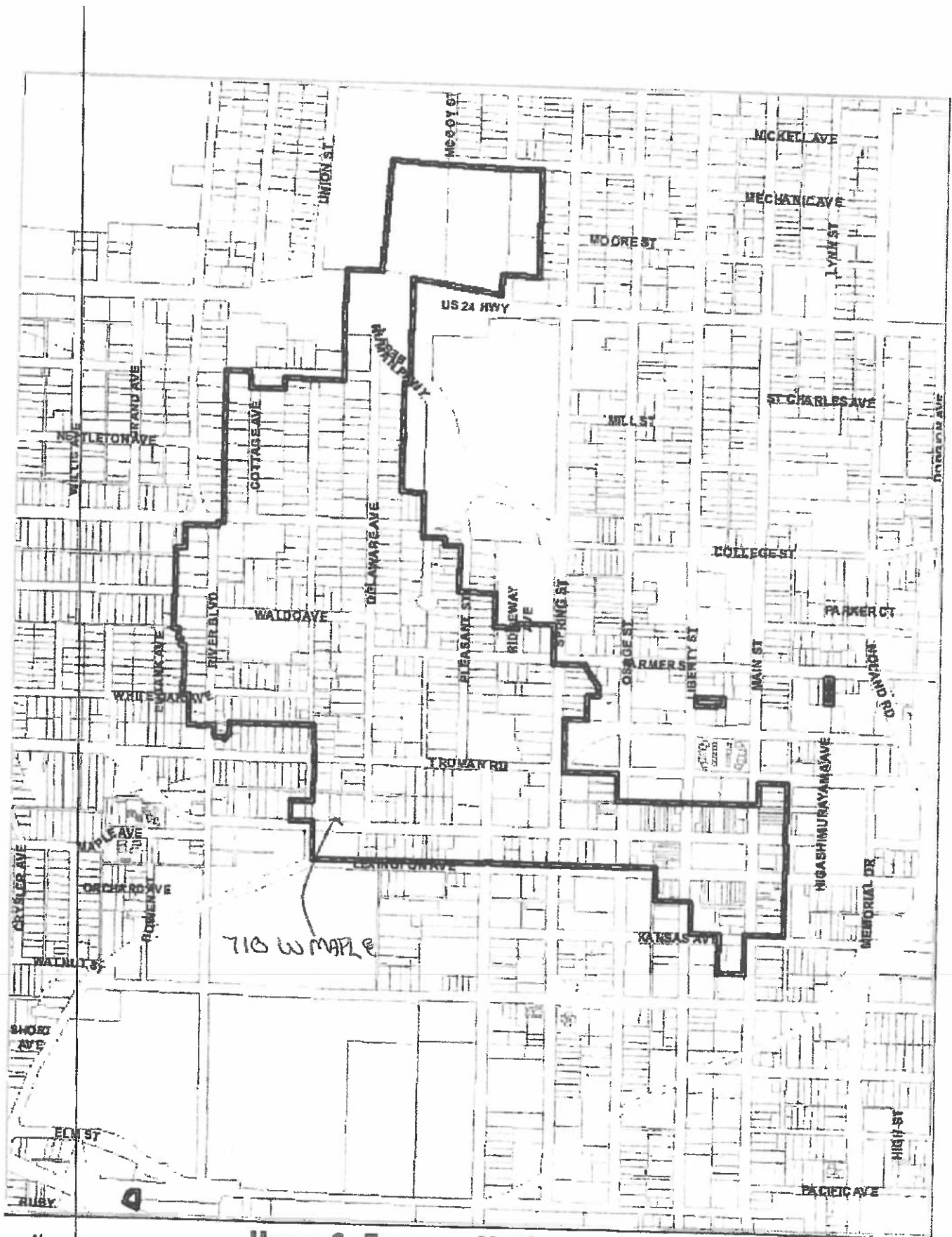
Alterations: one-story brick addition on north rear wall with wood balustrade above eaves.

Contributing one- and one-half-story wood-frame garage with one-story wood-frame attached garage on east elevation. Slightly elevated corner lot; many mature shrubs in yard as well as large shade trees.

History/Significance: Dr. Thomas J. Watson and his wife, Asenath E. Watson, built this brick Queen Anne



Truman Heritage (Local) District



1 inch = 700 feet

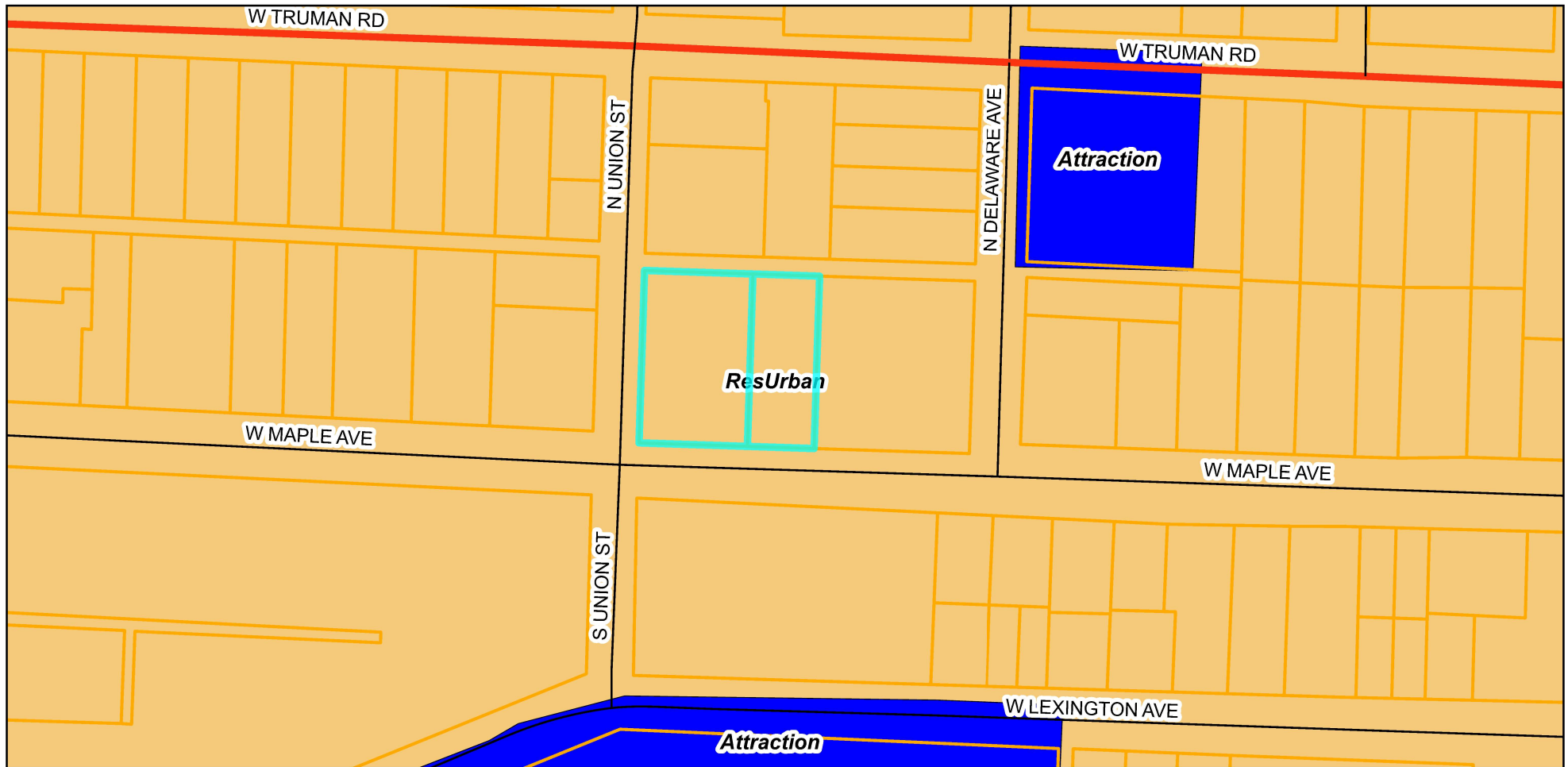
Harry S. Truman National Historic Landmark District

Chapter 3: Preservation Approaches

Comprehensive Plan

710 and 720 W Maple Ave

Case #25-100-17

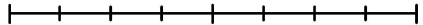


Legend

 Parcels

Comprehensive Plan

 Residential Urban Neighborhoods
 Community Attractions & Tourism

0 100 200 400 US Feet


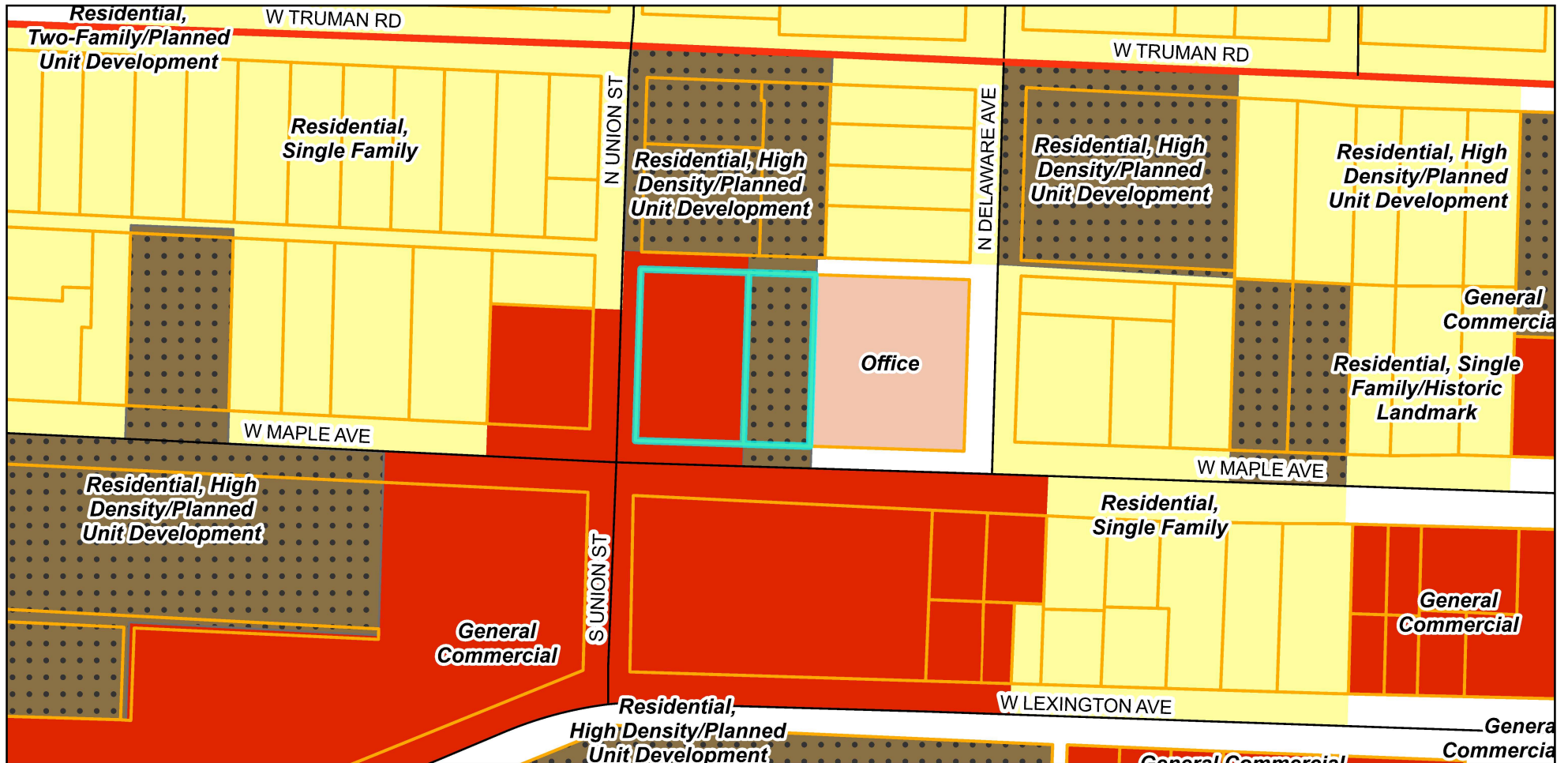
Prepared For: Planning Commission
 Meeting Date: August 12, 2025



Zoning Map

710 and 720 W Maple Ave

Case #25-100-17



Legend

Parcels	O-1	R-6/HL
Zoning District	R-30/PUD	
C-2	R-6	

0 100 200 400 US Feet

Prepared For: Planning Commission
Meeting Date: August 12, 2025





Planning Commission Minutes

August 12, 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 8/12/2025, 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 - Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Michael Young. Absent - Laurie Dean Wiley, Jose Torres.

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 – July 29, 2025

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 5, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 25-100-17 – Rezoning – 710 & 720 W Maple Ave** – A request to rezone the properties from R-30 (High Density Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

Staff Presentation

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

Applicant Comments

John Roberts, 4335 MGee St, Kansas City, MO, described his plan to renovate both properties. Currently, 720 does not have utility hookups and would just be used for storage.

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 5, No 0, Abstained 0.

2. **Case 25-400-04 – Short-Term Rental – 2322 S. Sterling 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.

Applicant Comments

Alexander Valdez, 2601 Oakley, Kansas City, MO, in response to Commissioner Nesbitt's question, Mr. Valdez stated he had other rental properties, but this is his first short-term rental and is in agreement with the conditions outlined by Staff.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 5, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING AUGUST 26, 2025

Mr. Arroyo reviewed the upcoming cases to be discussed at the next meeting.

ADJOURNMENT

The meeting was adjourned at 6:28 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-086 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to motor vehicle repair and gasoline and fuel sales. **1R Read**

Recommendations:

Commissioner Nesbit made a motion to recommend approval of case 25-175-04, UDO Amendment #75 Fuel Sales & Auto Repair.

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

Commissioner Ashbaugh – No

Commissioner Ferguson – Yes

Commissioner Nesbitt – Yes

Commissioner O'Neill – Yes

Commissioner Torres - Yes

Commissioner L. Wiley – Yes

Commissioner Young - Yes

The motion passed and the application is forwarded to the City Council for its consideration. Staff recommends approval of this amendment.

Background:

A proposed Amendment #75 to the Unified Development Ordinance (UDO) related to motor vehicle repair and gasoline and fuel sales for properties within four hundred feet of an interstate.

BACKGROUND AND PROPOSAL:

In 2023 amendments were made to the UDO to help prevent land use conflicts with auto related uses and the potential of altering the character of commercial corridors. One such amendment added a 750-foot separation requirement from other auto related uses for gasoline and fuel sales, and motor vehicle repair.

Since that time staff have recommended amendments to exempt this separation requirement for long standing business along the Noland Road corridor, better known as the Miracle Mile, to help alleviate building challenges for business wishing to expand.

This amendment seeks to expand this exemption to properties within four hundred (400) feet of an interstate.

This amendment will better assist new fueling stations or vehicle repair businesses to invest and build within 400 ft of an interstate. This amendment would also allow these uses to expand

and upgrade, if necessary, in the future.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

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

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. PDF Ordinance 25-175-04 Amend #75 Fuel Sales & Auto Repairs
2. Word Ordinance 25-175-04 Amend #75 Fuel Sales & Auto Repairs
3. Staff Report UDO Amendment #75 Fuel Sales & Auto Repair
4. 14_403_08_Gasoline and Fuel Sales_Separation
5. 14_418_12_Motor Vehicle Repair_Separation
6. Planning Commission Meeting Minutes 08-26-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO MOTOR VEHICLE REPAIR AND GASOLINE AND FUEL SALES.

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

WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for consideration of the request on August 26, 2025, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 6-1; and,

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

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

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

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

SECTION 1. That Section 14-403-08 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

14-403-08 Separation from other automotive uses

The property containing a gasoline and fuel sales facility shall not be located within 750 feet of a property containing the following uses:

- Used car lot;
- Car wash;
- Motor vehicle repair, limited and general;
- Motor vehicle rental agency;

- Vehicle storage/tow lot;
- Tow lot, limited;
- Heavy vehicle dealership;
- Gasoline and fuel sales.

This separation requirement shall not apply for properties that are within 400 feet of an interstate.

SECTION 2. That Section 14-418-12 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

14-418-12 Separation from other automotive uses

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

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

This separation requirement shall not apply to properties within 1,320 feet of Noland Road between 33rd Street to Aberdeen Street: **and properties within 400 feet on an interstate.**

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

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

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO MOTOR VEHICLE REPAIR AND GASOLINE AND FUEL SALES.

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WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for consideration of the request on August 26, 2025, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 6-1; and,

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

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

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

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- Motor vehicle rental agency;

- Vehicle storage/tow lot;
- Tow lot, limited;
- Heavy vehicle dealership;
- Gasoline and fuel sales.

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

This separation requirement shall not apply to properties within 1,320 feet of Noland Road between 33rd Street to Aberdeen Street: **and properties within 400 feet on an interstate.**

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

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

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

MEETING DATE: August 26, 2025

STAFF: Rick Arroyo, Assist Community
Development Director

PROJECT NAME: UDO Amendment #75

CASE NUMBER / REQUEST: **Case 25-175-04 – UDO Amendment #75 – Motor Vehicle Repair / Gasoline and Fuel Sales** – An Amendment to the Unified Development Ordinance pertaining to motor vehicle repair and gasoline and fuel sales.

APPLICANT: City of Independence

PUBLIC NOTICE:

- Public notice published in Independence Examiner – August 9, 2025

FURTHER ACTION:

Following action by the Planning Commission, this UDO Amendment is scheduled for first reading by City Council on September 15, 2025 and the public hearing/second reading on October 6, 2025.

RECOMMENDATION

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

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

A proposed Amendment #75 to the Unified Development Ordinance (UDO) related to motor vehicle repair and gasoline and fuel sales for properties within four hundred feet of an interstate.

BACKGROUND & HISTORY:

In 2023 amendments were made to the UDO to help prevent land use conflicts with auto related uses and the potential of altering the character of commercial corridors. One such amendment added a 750-foot separation requirement from other auto related uses for gasoline and fuel sales, and motor vehicle repair.

Since that time staff have recommended amendments to exempt this separation requirement for long standing business along the Noland Road corridor, better known as the Miracle Mile, to help alleviate building challenges for business wishing to expand.

This amendment seeks to expand this exemption to properties within four hundred (400) feet of an interstate.

This amendment will better assist new fueling stations or vehicle repair businesses to invest and build within 400 ft of an interstate. This amendment would also allow these uses to expand and upgrade, if necessary, in the future.

EXHIBITS

1. Section 14-403-08 Separation from Other Automotive Uses
2. Section 14-418-12 Separation from Other Automotive Uses

14-403 GASOLINE AND FUEL SALES

14-403-08 Separation from other automotive uses

The property containing a gasoline and fuel sales facility shall not be located within 750 feet of a property containing the following uses:

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

This separation requirement shall not apply for properties that are within 400 feet of an interstate.

14-418 MOTOR VEHICLE REPAIR

14-418-12 Separation from other automotive uses

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

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

This separation requirement shall not apply to properties within 1,320 feet of Noland Road between 33rd Street to Aberdeen Street **and properties within 400 feet on an interstate.**



Planning Commission Minutes

August 26, 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 8/26/2025, 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 - .

ELECTION OF OFFICERS

Chair and Vice-Chair

Motion

Commissioner Dan O'Neill made a motion to appoint Commissioner Laurie Dean Wiley as Chair and Commissioner Ashbaugh as Vice-Chair. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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 – August 12, 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.

PUBLIC HEARINGS

1. **Case 25-175-04 - UDO Amendment #75 – Fuel Sales & Auto Repair** – An Amendment to the Unified Development Ordinance pertaining to fuel sales and auto repair.

Staff Presentation

Rick Arroyo presented the case. Mr. Arroyo explained in 2023 amendments were made to the UDO to help prevent land use conflicts with auto related uses and the potential of altering the character of commercial corridors. One such amendment added a 750-foot separation requirement from other auto related uses for gasoline and fuel sales, and motor vehicle repair.

Since that time staff have recommended amendments to exempt this separation requirement for long-standing business along the Noland Road corridor, better known as the Miracle Mile, to help alleviate building challenges for businesses wishing to expand.

Mr. Arroyo stated this amendment seeks to expand this exemption to properties within four hundred (400) feet of an interstate. This amendment will better assist new fueling stations or vehicle repair businesses to invest and build within 400 ft of an interstate. This amendment would also allow these uses to expand and upgrade, if necessary, in the future.

In response to a question from Commissioner Nesbitt, Mr. Arroyo stated that reducing the distance requirement from 750 feet to 400 feet would still serve to prevent over-saturation of uses. Commissioner Nesbitt then asked whether the amendment would allow gas stations to be developed on all four corners of an interstate interchange. Mr. Arroyo responded that it would depend on the distance between intersections.

Commissioner Ashbaugh expressed concern with setting a strict distance requirement, stating he would prefer to evaluate each case on its own merits rather than by a fixed standard.

Regarding public comment, Commissioner Nesbitt stated that he is opposed to placing time limits on individual speakers. Commissioner Ashbaugh added that if a speaker is providing new or important information, they should be allowed to continue beyond any set timeframe.

Motion

Commissioner Eric Ashbaugh made a motion to limit the speakers to five minutes. He noted if new information was being provided, they could be allowed to speak longer. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

Public Comments

Robert Merrit, 1834 S. Noland, representing Cable Dahmer, addressed the Commission. Mr. Merrit questioned the origin of the 400-foot requirement and asked why the proposed amendment also includes changes to the automotive/mechanic portion of the code.

Mr. Arroyo responded that the 400-foot standard is intended to apply not only to the current project but also to future projects along the I-70 corridor. He explained that the City has received

input from business owners who have expressed support for such an amendment, noting it would provide additional flexibility for businesses considering locating within the City.

Commissioner Comments

Commissioner Ashbaugh inquired whether the item could be tabled until the following case is decided. Mr. Arroyo clarified that the related Special Use Permit could not proceed without first adopting the proposed UDO amendment. In response to a question from Commissioner Nesbitt, Mr. Arroyo noted that QuikTrip is located approximately 410 feet from the interstate. He further explained that the measurement is taken from the MoDOT right-of-way.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

2. **Case 25-200-07 – Special Use Permit - 4023 S. Noland Road** – A request by Wally's to operate a gas station.

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. Glaser confirmed the site has not yet been platted and noted that this plan would dedicate the streets to the City of Independence. Commissioner Nesbitt questioned why the City would want to assume responsibility for street maintenance.

Commissioner Ashbaugh commented that in his experience, he had never seen so many conditions contingent on additional plan submissions and reviews. Mr. Arroyo responded that this is a very complex project and emphasized that the plan before the Commission is preliminary in nature.

Commissioner Nesbitt observed that both K-Mart and Venture previously drew heavy traffic at this site without causing issues. He stated that traffic should be viewed positively, as it indicates business activity in Independence. Mr. Arroyo clarified that the proposed use differs significantly from past retail uses, and traffic patterns and study methodologies have since evolved.

Applicant Comments

Michael Rubenstein, CEO and Co-Founder of Wally's, thanked the City for its collaboration and the citizens for participating in a community meeting held to discuss the project and answer questions. He shared the history of Wally's and emphasized the company's alignment with Independence's legacy as the starting point of the great American road trip.

Mr. Rubenstein stated that the project will create over 200 jobs paying at or above minimum

wage, with a preference for using local contractors. He noted that Wally's paid for the demolition of the existing building as part of the acquisition, and the company is investing \$5–7 million in off-site improvements. He highlighted that Wally's is designed to be a travel destination known for its food, retail offerings, and clean restrooms, while prohibiting semi-tractor trailer traffic. Renderings of the proposed store and site were presented to the Commission.

Lindsey Diekemper, Civil Engineer with Cole & Associates, explained that screening for adjacent residential properties will include a 6-foot masonry wall, along with canopy plantings and trees. She stated that 51% of the site is dedicated to detention and green space, and the site will feature three access points, each with one entry lane and one exit lane.

In response to Commissioner Nesbitt, Ms. Diekemper confirmed discussions with staff are ongoing to address sanitary concerns. Mr. Arroyo added that the CIP project is in the design phase, and City staff will coordinate improvements with the applicant.

Julie Nolfo, Traffic Engineer with Lochmueller Group, summarized the traffic impact study, noting discussions with MoDOT and the City began in 2023. Data was collected while schools were in session, and five traffic scenarios—more than typically required—were analyzed, covering 21 intersections. A 10% traffic increase was factored in for conservatism.

Ms. Nolfo emphasized the need for acceleration and deceleration lanes off Noland Road and I-70. She stated that Wally's cannot be directly compared to QuikTrip or Buc-ee's, as their business model lies in between. She explained that Noland Road will be the primary access point, with recommended roadway and interchange improvements.

In response to Commissioner Nesbitt, Mr. Rubenstein confirmed that right-of-way acquisition will be necessary, but only after approval of the preliminary plan.

Chairwoman Wiley called a recess at 7:30 p.m. The meeting reconvened at 7:38 p.m.

Public Comments

Lucy Young, 2320 Viking Drive, expressed excitement about the development, noting the private investment without TIF support. She stated it aligns with the City's Strategic Plan and will provide an economic boost.

Bob Stikeleather, 16915 E. 54th Street, questioned whether the project will be included in the Noland Road Community Improvement District and asked when road improvements would occur and if all four ramps would be improved.

Mike Talcott, 1901 S. Lake Drive, supported the project as a way to reinforce Independence's identity as the "Queen City of the Trails," noting rejection might discourage future businesses.

Becky Hake, 10516 E. 26th Terrace, stated interstate travelers will benefit nearby restaurants and businesses, and may be encouraged to visit historic sites.

Wes Epperson, 3600 Poplar Ave, supported the project, citing Wally's investment in demolition and street improvements as a sign of commitment. He added the development would generate tax revenue otherwise lost to the proposed Lee's Summit Costco.

Robert Merritt, representing Cable Dahmer, said the business is neutral on the project. While additional traffic may help, he questioned whether the proposal fits the long-term needs of Noland Road. He also raised concerns about City street maintenance and the impact on food trucks currently using the area.

Robert Defuente, 211 E. Water Street, Springfield, representing Andy's Frozen Custard, spoke in favor, but expressed concern about customer awareness during construction. He stated Wally's has committed to keeping lanes open for their business.

Karen Downey, 5441 Phelps Road, Kansas City, and a property owner on Noland Road, opposed the proposal, citing traffic concerns and that the intersection is at max capacity, environmental concerns, and uncertainty about Wally's track record. She expressed concern about Wally's potential creation of a separate CID.

William Torres, 11504 E. 33rd Terrace, an engineer, stated it may be premature to approve. While mega-gas stations are popular, he said the corridor itself needs cleanup. He also questioned if this is what we want has our front door.

Dee Pack, 3206 Noland Road, CEO of Cargo Largo, voiced concerns that the project could undermine years of improvements led by the Noland Road CID. He questioned the sufficiency of the proposed \$5–7 million for roadway improvements believing it may cost twice that based on his recent construction experience and described the business as transient in nature.

Mr. Rubenstein reiterated that discussions with MoDOT will continue throughout the project. He noted Wally's first store, located at the start of Route 66, spurred significant economic growth.

Ms. Nolfo confirmed that all four interstate ramps will be improved as part of the project and stated MoDOT's second review is underway. Improvements are expected to be complete when Wally's opens. She again emphasized that Wally's should not be compared to Buc-ee's in terms of traffic impacts.

Commissioner Comments

In response to Commissioner Nesbitt, Nate Hale, Director of Construction with Wally's, stated that a sign package has not yet been submitted. He said they will aim to comply with the City's sign regulations and do not anticipate requesting a variance. He noted Wally's does not advertise gas prices but have tossed the idea around, confirmed sufficient power exists for EV charging, and stated both types of EV charging ports will be provided.

In response to Commissioner Nesbitt, Mr. Rubenstein stated Wally's will have security, extensive lighting, and cameras to ensure patron safety.

Commissioner Ashbaugh asked if Wally's would consider participation in the Noland Road

CID. Mr. Rubenstein confirmed they are currently members and are exploring funding options. He stressed they are not seeking a City-backed TIF.

Commissioner Nesbitt asked if they would be considering any economic incentives, yes or no, Mr. Rubenstein stated yes.

Chairwoman Wiley announced that she would abstain from voting on this case.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 5, No 1, Abstained 1.

ROUNDTABLE - NEXT MEETING SEPTEMBER 9, 2025

ADJOURNMENT

The meeting was adjourned at 8:44 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-087 **1R** An ordinance approving a Special Use Permit to operate a gas station at 4023 South Noland Road, Independence, Missouri. **1R Read**

Recommendations:

Commissioner O'Neill made a motion to recommend approval of case 25-200-07, an application for a Special Use Permit to allow a gas station at 4023 S Noland Rd with the following conditions:

1. The applicant shall provide confirmation of negotiations and documentation for all necessary rights-of-way, easements, construction easements, or all other contracts negotiated from all property owners necessary to build the required improvements prior to issuance of permits for construction.
2. The applicant shall construct all improvements to the street network provided for in the recommendations of the traffic impact study. Further modifications to the plans for street network improvements may be required. All improvements shall be reviewed and approved by the city and state prior to the issuance of a construction permit.
3. A striping and signage plan for the site shall be provided and approved by the city to manage traffic circulation. This plan shall be submitted with the engineering plans.
4. Stream buffer plan and stormwater quality requirements are required to be addressed during the building permit review and engineering plan issuance process.
5. A final stormwater study shall be submitted as part of the final construction plans. The applicant is required to provide a stormwater layout sheet, drainage map and profiles of stormwater lines; and an operation and maintenance plan will be required as part of the stormwater plans.
6. A development agreement between the City and the applicant shall be executed for the sanitary pipe replacement, anticipated as part of a capital improvement project currently in the design stage.
7. The building design and materials used in the construction of the proposed structures will need to conform with Section 14-506 of the city code. This will be evaluated at the final site plan stage.
8. The applicant shall adjust their photometric plan, including parking lot and street lighting fixtures, in accordance with city codes, traffic and ADA standards.
9. Sidewalks are required on both sides of Lynn Court Drive and Canterbury Place and shall be installed in accordance with the Design and Construction Manual.
10. The property shall be platted in accordance with the city code.
11. Applicant shall submit a site plan application in accordance with Section 14-705 of the city code.
12. A 6-foot tall masonry screening wall shall be provided along the northern and eastern property boundaries abutting residential neighborhoods.

13. Final approved construction permits shall be issued by the city and state prior to construction of proposed improvements. All public infrastructure shall be completed prior to the issuance of a final certificate of occupancy.
14. This special use permit has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to construction.

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

Commissioner Nesbitt – Yes
Commissioner Ferguson – Yes
Commissioner Ashbaugh – No
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Abstain

The motion passed 5-1 and the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

PROJECT DESCRIPTION: A request by Wally's to operate a gas station.

ZONING HISTORY:

The subject site was annexed into the City of Independence in 1960. Following adoption of the Zoning Ordinance, in 1965, the city assigned the site an R-4 (Apartments) zoning classification. In 1969, the city council approved a requested rezoning of the subject site to C-P-3. The city adopted amendments to the Zoning Ordinance in 1980, and the zoning classification of the subject site was updated to C-2. The zoning classification of the subject site has remained C-2 since. The city council, most recently, approved the demolition of a vacant commercial building in 2023. The site is currently development ready and consists of predominantly vacant land.

PROPOSAL:

Wally's requests Special Use Permit approval for a gas station located at 4023 S Noland Rd. The existing Northern Tool & Equipment Store/Office Depot would be removed, and the proposed Wally's Travel Center is planned to enclose a building area $\pm 54,000 \text{ ft}^2$ in size and provide 84 fuel pumps. The application proposes a paved area $\pm 350,000 \text{ ft}^2$ in size, constituting 42.5% of the total site. An unpaved area $\pm 420,000 \text{ ft}^2$ in size, constituting 51% of the total site, will consist of a Second Order Stream and its component riparian areas, stormwater detention facilities, and landscaping. The applicant intends to make improvements to the street network to accommodate the proposed development.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The subject site is ± 18.9 ac in size and consists of predominantly vacant land. An existing

structure, ±24,000 ft² in size, remains on the site. The site is adjacent to Interstate 70, in close proximity to the interchange with Noland Road. The site can be accessed via Lynn Court Drive from the west and Canterbury Place from the north. A Second Order Stream traverses the southern property boundary.

CHARACTERISTICS OF THE AREA:

Located in close proximity to the Interstate 70 and Noland Road interchange, the surrounding area constitutes a prominent commercial corridor and a major entrance to the city. This commercial corridor contains a mixture of food service establishments, lodging establishments, retail sales, gas stations, and office spaces. Residential neighborhoods developed in the 1960's abut the subject site to the north and east.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Independence for All Strategic Plan 2022-2026 encourages the attraction and retention of quality employers. Approval of the proposed Special Use Permit achieves the goal of increasing the economic prosperity of the community.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 designates a Community Commercial future land use for this property. The Community Commercial land use category is designated for retail, restaurant, office, personal services and residential uses with building footprints from 30,000 ft² up to 400,000 ft² and is intended to serve surrounding neighborhoods within a 1-to-3-mile radius. *Imagine Independence* directs the city to foster redevelopment opportunities to revitalize unused and/or underused property. The plan's guiding principles encourage the promotion of growth, innovation and investment, and ensure that major entrances and corridors are attractive and inviting.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Utilities exist at the subject site. However, infrastructure is planned to be modified/expanded to accommodate the proposed development.

A development agreement with the city is expected to be needed for sanitary pipe replacement, anticipated as part of a capital improvement project currently in early procurement steps. All public sanitary mains shall be located either within dedicated utility easements or public right of way. and all design, materials and construction shall be in accordance with City of Independence standards and specifications.

The applicant has worked closely with city staff and all comments from Municipal Services, Water Engineering have been addressed or acknowledged. Based on the preliminary plans submitted as part of this application, Municipal Services recommends approval of the Special Use Permit. Construction documents and engineering plans will need to be submitted for modifications/expansions of the public water main.

Floodplain/Stream Buffer:

A Second Order Stream, as designated by the Independence Stream Order Map, traverses the southern property boundary. In accordance with Article 5, Chapter 7 of the City Code, second order streams require buffers—a strip of land extending along both sides of a stream—105 feet in width on each side of the stream bank, consisting of vegetation, including trees, shrubs, and herbaceous vegetation, that exists or is established to protect a stream system. The stream buffer and its component zones will need to be fully delineated on building construction plans and plat documents. The buffer plan will need to be in accordance with the City Code 7.05.004 - Plan requirements.

CIP Investments:

The city's upper Adair interceptor design project plans to re-route sanitary sewer flows crossing I-70 from areas southwest of I-70 and Noland Road to reduce capacity issues. This project is currently slated for the 2025-26 and 2026-27 fiscal years.

Elevations:

Elevations for the proposed building have been submitted as part of the application. The design of the proposed building meets the requirements prescribed by Section 14-506-01-C and incorporates horizontal and vertical interest and variety. All façade materials used will need to conform with Section 14-506-01-B.

Driveways and Sidewalks:

The applicant has provided a preliminary traffic circulation plan. Access to the site would be provided primarily via Noland Road, opposite Lynn Court Drive. Secondary access would be provided via Canterbury Place, which provides access from 39th Street. A striping and signage plan for the site will be completed as design progresses, for traffic management in and out of the site.

Sidewalks have been provided, as part of the preliminary plans, along the west side of Canterbury Place and the north side of Lynn Court Drive. However, in accordance with Section 14-301-06-F of the city code, sidewalks are required on both sides of streets in commercial districts and must be installed in the public right-of-way in accordance with the Design and Construction Manual.

Streets and Access:

A traffic impact study has been conducted by the Lochmueller Group on behalf of the applicant. The study was conducted in coordination with the city and the Missouri Department of Transportation (MoDOT). Access to the site would be provided primarily via Noland Road, opposite Lynn Court Drive. Secondary access would be provided via Canterbury Place, from 39th Street. This intersection is proposed to be modified to restrict left (or westbound turning traffic) onto 39th Street given the proximity to other intersections. As part of the study, several recommendations were made to accommodate the proposed development. As well as the addition of dedicated turning lanes to accommodate traffic flow to and from the site, the applicant proposes a full reconstruction and realignment of Noland Road and Lynn Court Drive. All work will be completed in coordination with the city and MoDOT. Additionally, further modifications to the traffic plan may be required, after a full review of the traffic impact study has been completed by the city and MoDOT.

Landscaping:

Compliance with all landscape requirements prescribed by Sections 14-503 and 14-403-02 of the city code have been addressed by the applicant. A comprehensive landscape plan has been submitted as part of the application and predominantly specifies plant species native to North America.

REVIEW CRITERIA:

Recommendations and decisions on Special Use Permit applications must be based on consideration of all the following criteria:

1. Compatibility of the proposed use with the character of the neighborhood.

The subject site abuts a residential neighborhood, developed in the 1960's, to the north and east. West and south of the subject site is the location of a prominent commercial district. A variety of developments are located within the neighboring commercial district, including shopping centers, office uses, and food service establishments. The proposed gas station fits within the character of the neighborhood.

2. The extent to which the proposed use is compatible with the adjacent zoning and uses.

Located within a prominent commercial corridor, a variety of land uses characterize the surrounding area. Properties in the surrounding commercial corridor are designated C-2 (General Commercial) and C-1 (Neighborhood Commercial). The proposed use is compatible with the adjacent zoning and uses.

3. The impact of the proposed use on public facilities.

Utilities exist at the subject site. However, infrastructure is planned to be modified/expanded to accommodate the proposed development. The city has approved preliminary plans for the water main extension to the subject site. A development agreement with the city is expected to be needed for sanitary pipe replacement, anticipated as part of a capital improvement project currently in early procurement steps.

4. The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.

The current use regulations that apply to gas stations require 750 feet of separation between establishments. Under the current use regulations, the proposed Special Use Permit would not be allowed. However, a concurrent application to amend use regulations for fuel sales would permit the proposed use.

5. The extent to which the proposed use may injure or detrimentally affect the use or enjoyment of property in the area.

Staff have reviewed the Special Use Permit application and supplemental materials for conformity with city codes and standards, with the goal being that the proposed development will not injure or detrimentally affect the use or enjoyment of property in the area. Pending

approval of this Special Use Permit, the applicant will need to submit a Final Site Plan, construction plans for infrastructure and building permits for all construction. Additionally, recommendations from the Missouri Department of Transportation (MoDOT) must be met as they pertain to the traffic network anticipated to be affected by the proposed development.

6. The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.

Although preliminary plans have been reviewed by city staff, the applicant will need to submit final construction plans in conformity with all applicable city codes and standards. A final stormwater study stamped and sealed by a licensed professional will need to be submitted to the city, ensuring the proposed development is able to meet target stormwater runoff rates. Additionally, recommendations from the Missouri Department of Transportation (MoDOT) must be met as they pertain to the traffic network anticipated to be affected by the proposed development.

7. The extent to which there is a need for the use in the community.

Imagine Independence Comprehensive Plan 2024 encourages the revitalization of unused and underused properties. The proposed development has the potential to provide an anchor destination attraction at a major entrance to the city.

8. The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.

The applicant has, thus far, addressed and/or acknowledged all of staff's comments related to the preliminary plans for this project.

9. The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use.

The infrastructure is in place at the subject site. However, infrastructure is planned to be modified/expanded to accommodate the proposed development. The applicant has worked closely with city staff and the Missouri Department of Transportation (MoDOT) through the application process thus far. And city departments have approved preliminary plans for modifications to infrastructure. Further review and recommendations will be necessary to ensure proposed modifications to the infrastructure meet all applicable local and state codes and standards.

10. Conformance of the proposed use to the comprehensive plan and other adopted plans and policies.

Imagine Independence Comprehensive Plan 2040 encourages the revitalization of unused and underutilized properties. Furthermore, the guiding principles encourage the promotion of growth, innovation and investment, and ensure that major entrances and corridors are attractive and inviting.

11. The extent to which the use will impact sustainability or revitalization of a given area.

Approval of the Special Use Permit supports the revitalization of an unused and/or underused property located within a prominent commercial district and entrance to the city.

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. CD.Draft Ordinance 24-200-07
2. SUP Staff Report
3. Narrative_Redacted
4. Application_Redacted
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Site Plan Set d
10. Building Elevations
11. Wally's Independence Traffic Impact Study
12. Traffic Impact Study Excerpted Print Version
13. Preliminary Stormwater Analysis
14. Preliminary Stormwater Analysis Excerpted Print Version
15. Zoning Map
16. Comprehensive Plan

17. Planning Commission Meeting Minutes 08-26-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A GAS STATION AT 4023 SOUTH NOLAND ROAD, INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by the City of Independence, requesting approval of a Special Use Permit to allow for the operation of a gas station at 4023 S Noland Rd, was referred to the Planning Commission; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a Special Use Permit by the city following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on August 26, 2025, and rendered a report to the City Council recommending the Special Use Permit be approved by a vote of 5-1; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request was consistent with the review criteria in Section 14-704-09; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the Special Use Permit of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. The following described tract of real estate is hereby declared subject to the Special Use Permit approved by this ordinance. The site is legally described as follows:

RNG-32 TWP-49 SEC-23BEG 279' E OF NW COR OF SE 1/4 TH E 105' TH S 450' TH E 135' TH S 5' TH E 282' TH S ELY 290' MOL TH E 250' TH S 785' TH W 560' TH NWLY 440' TH N 250' TH NELY 225' TH NW 90' TH W 201.39' TH NW 60' TH E 165' TH N 200' TH E 5' TH N 130' TH E 18.45' TH N TO POB (EX PTIN ROW)

SECTION 2. That the Special Use Permit is hereby approved with the conditions listed below.

1. The applicant shall provide confirmation of negotiations and documentation for all necessary rights-of-way, easements, construction easements, or all other contracts

negotiated from all property owners necessary to build the required improvements prior to issuance of permits for construction.

2. The applicant shall construct all improvements to the street network provided for in the recommendations of the traffic impact study. Further modifications to the plans for street network improvements may be required. All improvements shall be reviewed and approved by the city and state prior to the issuance of a construction permit.
3. A striping and signage plan for the site shall be provided and approved by the city to manage traffic circulation. This plan shall be submitted with the engineering plans.
4. Stream buffer plan and stormwater quality requirements are required to be addressed during the building permit review and engineering plan issuance process.
5. A final stormwater study shall be submitted as part of the final construction plans. The applicant is required to provide a storm water layout sheet, drainage map and profiles of stormwater lines; and an operations and maintenance plan will be required as part of the stormwater plans.
6. A development agreement between the City and the applicant shall be executed for the sanitary pipe replacement, anticipated as part of a capital improvement project currently in the design stage.
7. The building design and materials used in the construction of the proposed structures will need to conform with Section 14-506 of the city code. This will be evaluated at the final site plan stage.
8. The applicant shall adjust their photometric plan, including parking lot and street lighting fixtures, in accordance with city codes, traffic and ADA standards.
9. Sidewalks are required on both sides of Lynn Court Drive and Canterbury Place and shall be installed in accordance with the Design and Construction Manual.
10. The property shall be platted in accordance with the city code.
11. Applicant shall submit a site plan application in accordance with Section 14-705 of the city code.
12. A 6-foot tall masonry screening wall shall be provided along the northern and eastern property boundaries abutting residential neighborhoods.
13. Final approved construction permits shall be issued by the city and state prior to construction of proposed improvements. All public infrastructure shall be completed prior to the issuance of a final certificate of occupancy.
14. This special use permit has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to construction.

SECTION 3. Any other uses on the property described by Section 1 of this Ordinance shall be governed by the base zoning district and other applicable regulations of the Unified Development Ordinance.

SECTION 4. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 6. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: August 26, 2025

STAFF: Gabe Glaser, Planner

PROJECT NAME: Wally's

CASE NUMBER/REQUEST: Case 25-200-07 – Special Use Permit - 4023 S. Noland Road – A request by Wally's to operate a gas station.

APPLICANT: Cole & Associates

OWNER: Nate Hale, Wally's

PROPERTY ADDRESS: 4023 S. Noland Rd

SURROUNDING ZONING/LAND USE:

North: R-6 (Single-Family Residential) / Single-Family Homes
East: R-6 (Single-Family Residential) / Single-Family Homes
South: Interstate 70
West: C-2 (General Commercial) / Food service establishments, general retail sales, and gas stations

PUBLIC NOTICE:

- Letters to property owners – August 7, 2025
- Public Notice published in the Independence Examiner – August 9, 2025
- Signs posted on property – August 8, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on September 15, 2025 and the public hearing/second reading on October 6, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this Special Use Permit request, subject to the following conditions:

1. The applicant shall provide confirmation of negotiations and documentation for all necessary rights-of-way, easements, construction easements, or all other contracts negotiated from all property owners necessary to build the required improvements prior to issuance of permits for construction.
2. The applicant shall construct all improvements to the street network provided for in the recommendations of the traffic impact study. Further modifications to the plans for street network improvements may be required. All improvements shall be reviewed and approved by the city and state prior to the issuance of a construction permit.

3. A striping and signage plan for the site shall be provided and approved by the city to manage traffic circulation. This plan shall be submitted with the engineering plans.
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6. A development agreement between the City and the applicant shall be executed for the sanitary pipe replacement, anticipated as part of a capital improvement project currently in the design stage.
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14. This special use permit has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to construction.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Wally's to operate a gas station.

Current Zoning: C-2 (General Commercial)

Proposed Zoning: C-2 (General Commercial)

Current Use: Vacant lot

Proposed Use: Gas Station

Proposed Building Sq Ft: ±54,000 ft²

Zoning History:

The subject site was annexed into the City of Independence in 1960. Following adoption of the Zoning Ordinance, in 1965, the city assigned the site an R-4 (Apartments) zoning classification. Soon after, the city council approved a requested rezoning of the subject site to C-P-3, in 1969. The city adopted amendments to the Zoning Ordinance, in 1980, and the zoning classification of

the subject site was updated to C-2. The zoning classification of the subject site has remained C-2 since. The city council, most recently, approved the demolition of a vacant commercial building in 2023. The site is currently development ready and consists of predominantly vacant land.

Proposal:

Wally's requests Special Use Permit approval for a gas station located at 4023 S Noland Rd. The existing Northern Tool & Equipment Store/Office Depot would be removed, and the proposed Wally's Travel Center is planned to enclose a building area $\pm 54,000$ ft² in size and provide 84 fuel pumps. The application proposes a paved area $\pm 350,000$ ft² in size, constituting 42.5% of the total site. An unpaved area $\pm 420,000$ ft² in size, constituting 51% of the total site, will consist of a Second Order Stream and its component riparian areas, stormwater detention facilities, and landscaping. The applicant intends to make improvements to the street network to accommodate the proposed development.

Physical Characteristics of Property:

The subject site is ± 18.9 ac in size and consists of predominantly vacant land. An existing structure, $\pm 24,000$ ft² in size, remains on the site. The site is adjacent to Interstate 70, in close proximity to its interchange with Noland Road. The site can be accessed via Lynn Court Drive from the west and Canterbury Place from the north. A Second Order Stream traverses the southern property boundary.

Characteristics of the Area:

Located in close proximity to the Interstate 70 and Noland Road interchange, the surrounding area constitutes a prominent commercial corridor and a major entrance to the city. This commercial corridor contains a mixture of food service establishments, lodging establishments, retail sales, gas stations, and office spaces. Residential neighborhoods developed in the 1960's abut the subject site to the north and east.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Independence for All Strategic Plan 2022-2026 encourages the attraction and retention of quality employers. Approval of the proposed Special Use Permit achieves the goal of increasing the economic prosperity of the community.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 designates a Community Commercial future land use for this property. The Community Commercial land use category is designated for retail, restaurant, office, personal services and residential uses with building footprints from 30,000 ft² up to 400,000 ft² and is intended to serve surrounding neighborhoods within a 1-to-3-mile radius. *Imagine Independence* directs the city to foster redevelopment opportunities to revitalize unused and/or underused property. The plan's guiding principles encourage the promotion of growth, innovation and investment, and ensure that major entrances and corridors are attractive and inviting.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Utilities exist at the subject site. However, infrastructure is planned to be modified/expanded to accommodate the proposed development.

A development agreement with the city is expected to be needed for sanitary pipe replacement, anticipated as part of a capital improvement project currently in early procurement steps. All public sanitary mains shall be located either within dedicated utility easements or public right of way. and all design, materials and construction shall be in accordance with City of Independence standards and specifications.

The applicant has worked closely with city staff and all comments from Municipal Services, Water Engineering have been addressed or acknowledged. Based on the preliminary plans submitted as part of this application, Municipal Services, Water Engineering recommends approval of the Special Use Permit. Construction documents and engineering plans will need to be submitted for modifications/expansions of the public water main.

Floodplain/Stream Buffer:

A Second Order Stream, as designated by the Independence Stream Order Map, traverses the southern property boundary. In accordance with Article 5, Chapter 7 of the City Code, second order streams require buffers—a strip of land extending along both sides of a stream—105 feet in width on each side of the stream bank, consisting of vegetation, including trees, shrubs, and herbaceous vegetation, that exists or is established to protect a stream system. The stream buffer and its component zones will need to be fully delineated on building constructions plans and plat documents. The buffer plan will need to be in accordance with the City Code 7.05.004 - Plan requirements.

CIP Investments:

The city's upper Adair interceptor design project plans to re-route sanitary sewer flows crossing I-70 from areas southwest of I-70 and Noland Road to reduce capacity issues. This project is currently slated for the 2025-26 and 2026-27 fiscal years.

Elevations:

Elevations for the proposed building have been submitted as part of the application. The design of the proposed building meets the requirements prescribed by Section 14-506-01-C. and incorporates horizontal and vertical interest and variety. All façade materials used will need to conform with Section 14-506-01-B.

Driveways and Sidewalks:

The applicant has provided a preliminary traffic circulation plan. Access to the site would be provided primarily via Noland Road, opposite Lynn Court Drive. Secondary access would be provided via Canterbury Place, which provides access from 39th Street. A striping and signage plan for the site will be completed as design progresses, for traffic management in and out of the site.

Sidewalks have been provided, as part of the preliminary plans, along the west side of Canterbury Place and the north side of Lynn Court Drive. However, in accordance with Section 14-301-06-F of the city code, sidewalks are required on both sides of streets in commercial districts and must be installed in the public right-of-way in accordance with the Design and Construction Manual.

Streets and Access:

A traffic impact study has been conducted by the Lochmueller Group on behalf of the applicant. The study was conducted in coordination with the city and the Missouri Department of Transportation (MoDOT). Access to the site would be provided primarily via Noland Road, opposite Lynn Court Drive. Secondary access would be provided via Canterbury Place, from 39th Street. This intersection is proposed to be modified to restrict left (or westbound turning traffic) onto 39th Street given the proximity to other intersections. As part of the study, several recommendations were made to accommodate the proposed development. As well as the addition of dedicated turning lanes to accommodate traffic flow to and from the site, the applicant proposes a full reconstruction and realignment of Noland Road and Lynn Court Drive. All work will be completed in coordination with the city and MoDOT. Additionally, further modifications to the traffic plan may be required, after a full review of the traffic impact study has been completed by the city and MoDOT.

Landscaping:

Compliance with all landscape requirements prescribed by Sections 14-503 and 14-403-02 of the city code have been addressed by the applicant. A comprehensive landscape plan has been submitted as part of the application and predominantly specifies plant species native to North America.

REVIEW CRITERIA

Recommendations and decisions on Special Use Permit applications must be based on consideration of all the following criteria:

1. **Compatibility of the proposed use with the character of the neighborhood.**
The subject site abuts a residential neighborhood, developed in the 1960's, to the north and east. West and south of the subject site is the location of a prominent commercial district. A variety of developments are located within the neighboring commercial district, including shopping centers, office uses, and food service establishments. The proposed gas station fits within the character of the neighborhood.
2. **The extent to which the proposed use is compatible with the adjacent zoning and uses.**
Located within a prominent commercial corridor, a variety of land uses characterize the surrounding area. Properties in the surrounding commercial corridor are designated C-2 (General Commercial) and C-1 (Neighborhood Commercial). The proposed use is compatible with the adjacent zoning and uses.
3. **The impact of the proposed use on public facilities.**
Utilities exist at the subject site. However, infrastructure is planned to be modified/expanded to accommodate the proposed development. The city has approved preliminary plans for the water main extension to the subject site. A development agreement with the city is expected to be needed for sanitary pipe replacement, anticipated as part of a capital improvement project currently in early procurement steps.
4. **The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.**

The current use regulations that apply to gas stations require 750 feet of separation between establishments. Under the current use regulations, the proposed Special Use Permit would not be allowed. However, a concurrent application to amend use regulations for fuel sales would permit the proposed use.

5. **The extent to which the proposed use may injure or detrimentally affect the use or enjoyment of property in the area.**

Staff have reviewed the Special Use Permit application and supplemental materials for conformity with city codes and standards, with the goal being that the proposed development will not injure or detrimentally affect the use or enjoyment of property in the area. Pending approval of this Special Use Permit, the applicant will need to submit a Final Site Plan, construction plans for infrastructure and building permits for all construction. Additionally, recommendations from the Missouri Department of Transportation (MoDOT) must be met as they pertain to the traffic network anticipated to be affected by the proposed development.

6. **The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**

Although preliminary plans have been reviewed by city staff, the applicant will need to submit final construction plans in conformity with all applicable city codes and standards. A final stormwater study stamped and sealed by a licensed professional will need to be submitted to the city, ensuring the proposed development is able to meet target stormwater runoff rates. Additionally, recommendations from the Missouri Department of Transportation (MoDOT) must be met as they pertain to the traffic network anticipated to be affected by the proposed development.

7. **The extent to which there is a need for the use in the community.**

Imagine Independence Comprehensive Plan 2024 encourages the revitalization of unused and underused properties. The proposed development has the potential to provide an anchor destination attraction at a major entrance to the city.

8. **The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**

The applicant has, thus far, addressed and/or acknowledged all of staffs' comments related to the preliminary plans for this project.

9. **The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use.**

The infrastructure is in place at the subject site. However, infrastructure is planned to be modified/expanded to accommodate the proposed development. The applicant has worked closely with city staff and the Missouri Department of Transportation (MoDOT) through the application process thus far. And city departments have approved preliminary plans for modifications to infrastructure. Further review and recommendations will be necessary to ensure proposed modifications to the infrastructure meet all applicable local and state codes and standards.

10. **Conformance of the proposed use to the comprehensive plan and other adopted plans and policies.**

Imagine Independence Comprehensive Plan 2040 encourages the revitalization of unused and underutilized properties. Furthermore, the guiding principles encourage the promotion of growth, innovation and investment, and ensure that major entrances and corridors are attractive and inviting.

11. The extent to which the use will impact sustainability or revitalization of a given area.

Approval of the Special Use Permit supports the revitalization of an unused and/or underused property located within a prominent commercial district and entrance to the city.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Site Plan Set
8. Building Elevations
9. Traffic Study (excerpted)
10. Preliminary Stormwater Analysis
11. Zoning Map
12. Comprehensive Plan



May 29th, 2025

Community Development
Planning & Zoning
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421


RE: 24-0011
Wally's
4023 S Noland Road
Independence, MO 64055

Wally's Home of the Great American Road Trip® Take a break! Great service, tasty food, clean restrooms and unexpected necessities. Wally's is your stop for the cleanest restrooms, tasty BBQ, warm popcorn to go, fresh coffee and unexpected necessities. Stop in on your way!

On a monotonous journey home after a ski trip in Colorado, cousins Michael Rubenstein and Chad Wallis, who grew up in rural Missouri along Route 66, had an epiphany. To make any such boring drive more interesting, they would plan, construct, and operate a convenience store. They started a very in-depth and meticulous process of determining location, brand, and who they wanted to be. President and CEO Rubenstein, who had experience in real estate and supply logistics, knew how to build convenience stores, and Chairman Wallis, who had experience running c-stores and gas stations, knew how to run them. They genuinely wanted to develop a brand that resonated with their Midwestern heritage and concentrate on the family traveler.

The fuel to be provided at Wally's is unbranded and supplied by Wallis' family business, Wallis Companies, which operates Mobil/On the Run stores in the St. Louis area. There will be 42 dispenser islands and fuel types include:

- Regular unleaded 87 grade,
- Mid-grade unleaded 89 grade,
- Premium unleaded 93 grade (all of which contain up to 10% ethanol),
- #2 diesel (contains up to 10% bio-diesel blend) and
- DEF (diesel exhaust fluid).

Electric vehicle charging stations will also be provided. Inside the approximately 54,000 square foot convenience store there will be three main kiosks dubbed "experience stations". The first experience station is Wally's BBQ, with a carving station that features barbeque and other types of sandwiches. Customers can watch their food being prepared. The second experience station is Wally's café, which offers specialty drinks. The fountain will have 60 flavors. The frozen beverage area will feature the Sloosh in 12 flavors. In keeping with the retro vibe, the fountain will have old school beverage labels from the 70s and 80s. The area will also have a kegerator dispenser for nitro cold brew and kombucha. The store will also sell beer, ice cream, pizza, a selection of beef jerky, and baked goods as well as a jerky bar. Among the other merchandise are travel gear, camping supplies, apparel, and various other souvenirs.

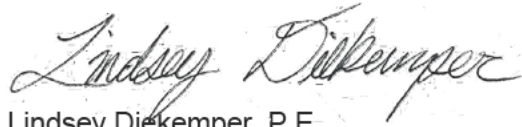
The Wally's site is approximately 18.94 acres with an approximately 54,000 square foot convenience store, 42 fuel dispenser islands, 287 standard parking spaces, 11 electric vehicle charging spaces, 8 accessible parking spaces (including 4 van accessible) and approximately 9.65 acres of unpaved area. The site will have electric and gas



services as well as an onsite connection to the City of Independence's sanitary sewer system and an offsite water main extension that will provide a 6-inch fire service as well as a 3-inch domestic water service to the site. The site will have onsite above ground detention as well as a hydrodynamic separator for water quality.

Thank you for this opportunity as we look forward to working with the City of Independence on this project. Please feel free to call me at [REDACTED] if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Lindsey Diekemper".

Lindsey Diekemper, P.E.

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☐ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☒ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Wallys

Project Name

4023 S Noland Road

Project Address/Location

53,960	18.938	1	yes
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
C-2	C-2	retail/vacant	gasoline and fuel sales
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

Lindsey Diekemper Cole & Associates

Owner

Nate Hale Wallys

Address

Address

Phone

Email

Phone

Email

Architect/Engineer/Surveyor/Other: _____

Architect/Engineer/Surveyor/Other: _____

Name

Company

Engineer & Surveyor same as Applicant

Name

Company

Address

Address

Phone

Email

Phone

Email

The applicant hereby agrees that the information provided above is accurate.

05/28/2025

Applicant's Signature

Date

Owner's Signature

Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 8/07/2025

Case No. 25-200-07

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

- ☐ Rezoning ☐ Rezoning/PUD ☒ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: Wally's Travel Center with ~54000 SF of in-house prepared food, retail, and convenience/grocery items. 84 fueling positions and ~300 parking spaces. No 18-wheeler access to site except for deliveries.

Applicant: Cole & Associates, Inc.

Location of Property: 4023 S Noland Rd

Planning Commission Meeting Date: August 26th, 2025, at 6:00 p.m.

City Council Meeting Date: October 6, 2025, at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

 Lindsey Diekemper, PE
Cole & Associates, Inc.
Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

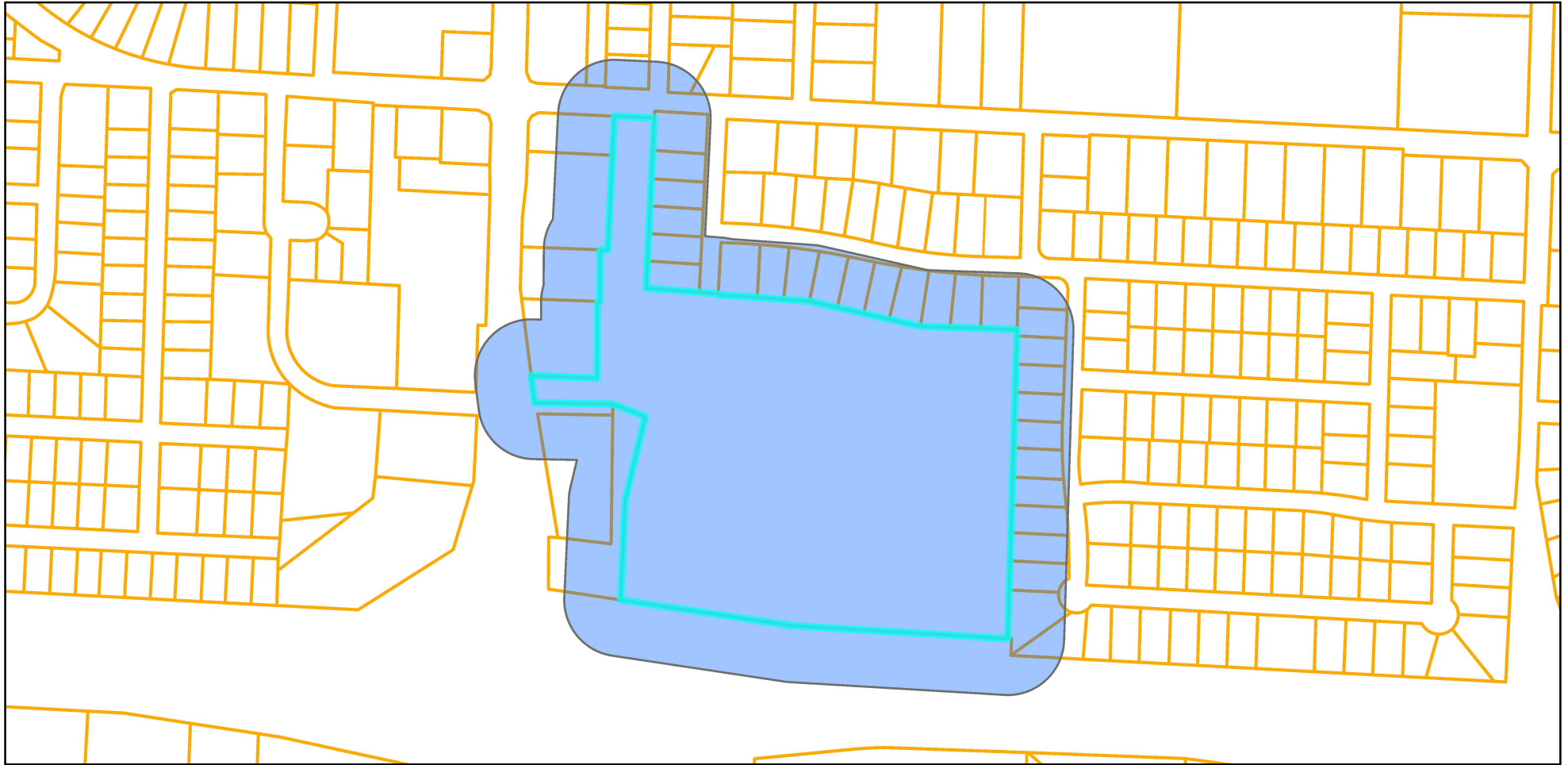
Property Address	Property Owner	Owner Address	City	State	ZIP Code
14104 E 39TH ST S	WARD DAVID J & KAREN M & TENTORI MARY JO	14106 E 39TH ST S	INDEPENDENCE	MO	64055
14201 E 39TH TER S	SANDERS CHERYL LEE	14201 E 39TH TER	INDEPENDENCE	MO	64055
14205 E 39TH TER S	CAREY KAITLYN B & DANIEL L	14205 E 39TH TER S	INDEPENDENCE	MO	64055
14207 E 39TH TER S	RODRIGUEZ KARLA	14207 E 39TH TER	INDEPENDENCE	MO	64055
14209 E 39TH TER S	BROWN ZACKARY	14209 E 39TH TER S	INDEPENDENCE	MO	64055
14211 E 39TH TER S	WILLIAMS ELDON A & BETTY L-TR	14211 E 39TH TER	INDEPENDENCE	MO	64055
14213 E 39TH TER S	GILPIN RACHEL	14213 E 39TH TER S	INDEPENDENCE	MO	64055
14301 E 39TH TER S	FISCHER KENT B	14301 E 39TH TER	INDEPENDENCE	MO	64005
14307 E 39TH TER S	WIEMANN RODNEY & LISA	100 DOCKSIDE DR	LAKE TAPAWINGO	MO	64015
14309 E 39TH TER S	ROYSTER ANTHONY	14309 E 39TH TER S	INDEPENDENCE	MO	64055
14311 E 39TH TER S	BOX DONALD E JR & PHYLLIS M	14311 E 39TH TER S	INDEPENDENCE	MO	64055
14329 E 39TH TER S	BOTSFORD SCOTTY F	14329 E 39TH TER S	INDEPENDENCE	MO	64055
14401 E 41ST ST S	EAKRIGHT REGINALD S & DIANA G	14401 E 41ST	INDEPENDENCE	MO	64055
3820 S CANTERBURY PL	THACH LA & JENNIFER BUI	708 NE DICK HOWSER CT	LEES SUMMIT	MO	64064
3823 S NOLAND RD	SCP 2006 C23 181 LLC	P.O BOX 1610	COCKEYSVILLE HUNT VA	MD	21030
3845 S CANTERBURY PL	ALPINE EQUITY LLC	PO BOX 241	INDEPENDENCE	MO	64051
3900 S DODGION AVE	WILSON DONNA L	3900 S DODGION AVE	INDEPENDENCE	MO	64055
3904 S DODGION AVE	TRUST DATED 08/12/2000	3904 S DODGION AVE	INDEPENDENCE	MO	64055
3908 S DODGION AVE	RODRIGUEZ RAMON O V & ARCOS LESLIE G	3908 S DODGION ST	INDEPENDENCE	MO	64055
3910 S DODGION AVE	CHILES STEVE A & GLORIA J	3910 S DODGION	INDEPENDENCE	MO	64055
3912 S DODGION AVE	KMS ENTERPRISES LLC	5225 E PIMA ST	TUCSON	AZ	85712
3914 S DODGION AVE	GRAVES TRACIE R	3914 S DODGION AVE	INDEPENDENCE	MO	64055
3915 S NOLAND RD	MONROE INDEPENDENCE LLC	3824 N ASHLAND AVE	CHICAGO	IL	60613
3918 S HOCKER AVE	KEALY LINDA J	433 E MASON ST	AZUSA	CA	91702
3920 S HOCKER AVE	RINCK JAMES PATRICK & BRITTANY LYNESE	3920 S HOCKER AVE	INDEPENDENCE	MO	64055
3939 S NOLAND RD	LAFREEDA DAWN M - TRUSTEE	5839 SEBASTIAN PL	SAN ANTONIO	TX	78249
4000 S HOCKER AVE	FRIEZE ANTHONY	4000 S HOCKER AVE	INDEPENDENCE	MO	64055
4002 S HOCKER AVE	PROSKE GAIL C	4002 S HOCKER	INDEPENDENCE	MO	64055
4004 S HOCKER AVE	MATTHEWS DONALD AND VIRGINIA L	4004 S HOCKER AVE	INDEPENDENCE	MO	64055
4006 S HOCKER AVE	BELL DENNIS A & RAI D	4006 S HOCKER ST	INDEPENDENCE	MO	64055
4008 S HOCKER AVE	CASEY JEFFREY & ANN	4005 S HOCKER	INDEPENDENCE	MO	64055
4010 S HOCKER AVE	FLORES MARK & JULIA	4010 S HOCKER	INDEPENDENCE	MO	64055
4011 S NOLAND RD	HARDEES2470 LLC	505 APPLEWOOD RD	WARRENSBIURG	MO	64093

4012 S HOCKER AVE	BAF ASSETS 5 LLC	5001 PLAZA ON THE LAKE STE 200	AUSTIN	TX	78746
4014 S HOCKER AVE	MONTES SEVERO	4014 S HOCKER AVE	INDEPENDENCE	MO	64055
4018 S HOCKER AVE	KEALY JONATHAN & KRISTIN	4018 S HOCKER AVE	INDEPENDENCE	MO	64055
4024 S NOLAND RD	QUIKTRIP CORPORATION	PO BOX 3475	TULSA	OK	74101
4029 S NOLAND RD	MAJZOUN FAMILY LP	PO BOX 2602	JOPLIN	MO	64803

Notification Area

4023 S Noland Rd

Case #25-200-07



Legend

-  Notification Area
-  Parcels



0 250 500 1,000 US Feet

Prepared For: Planning Commission
Meeting Date: August 26, 2025

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-200-07

I, Lindsey Diekemper, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 7th day of August, 2025.

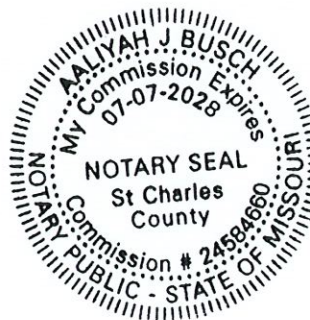
Lindsey Diekemper

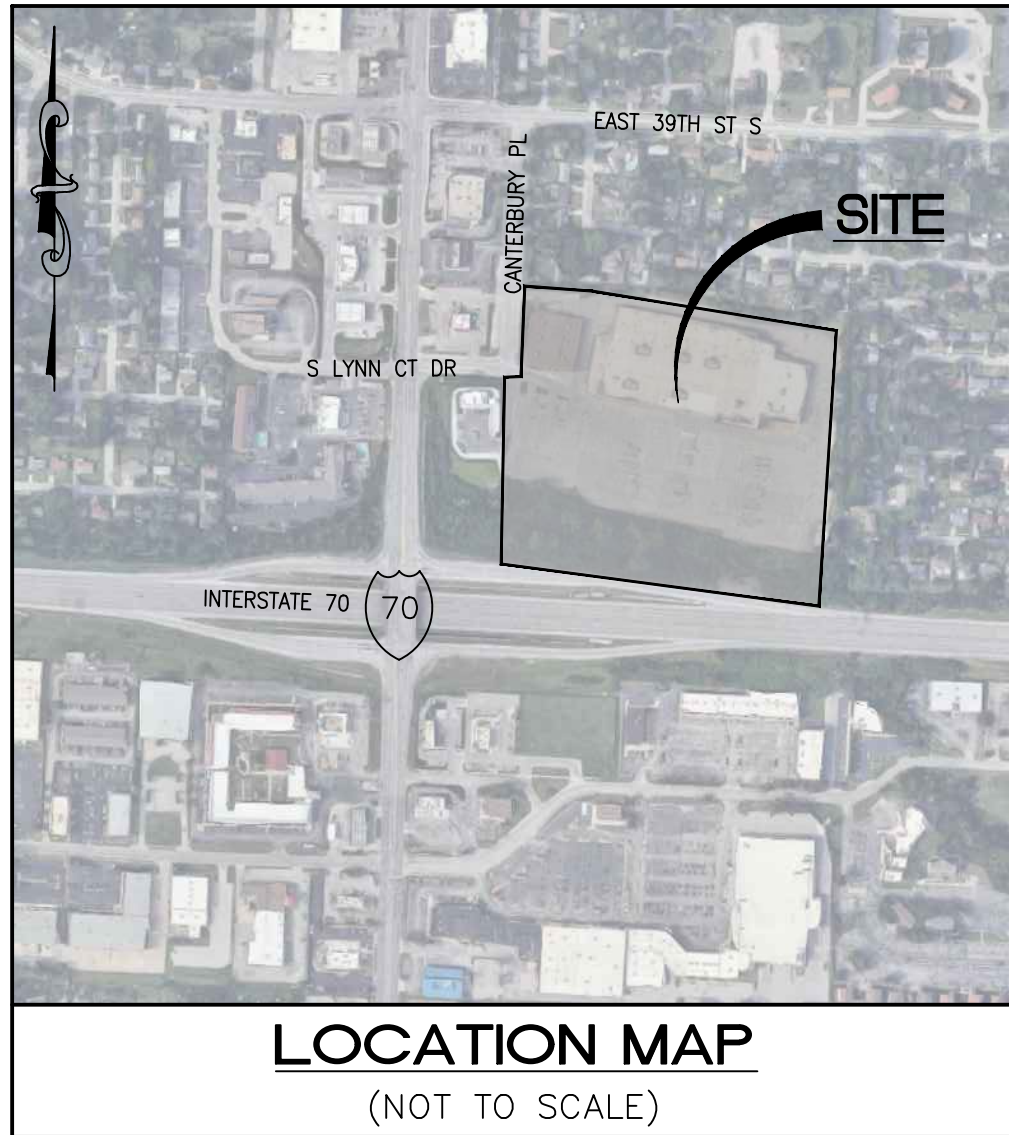
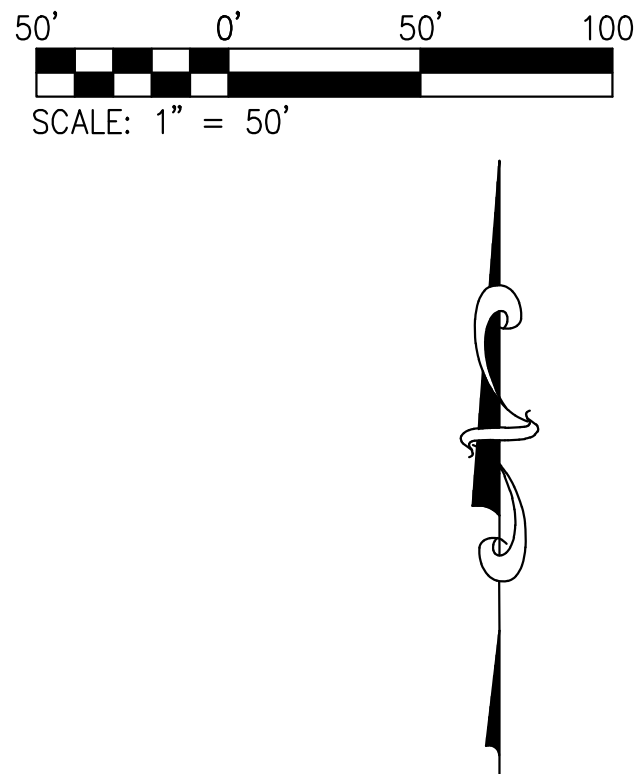
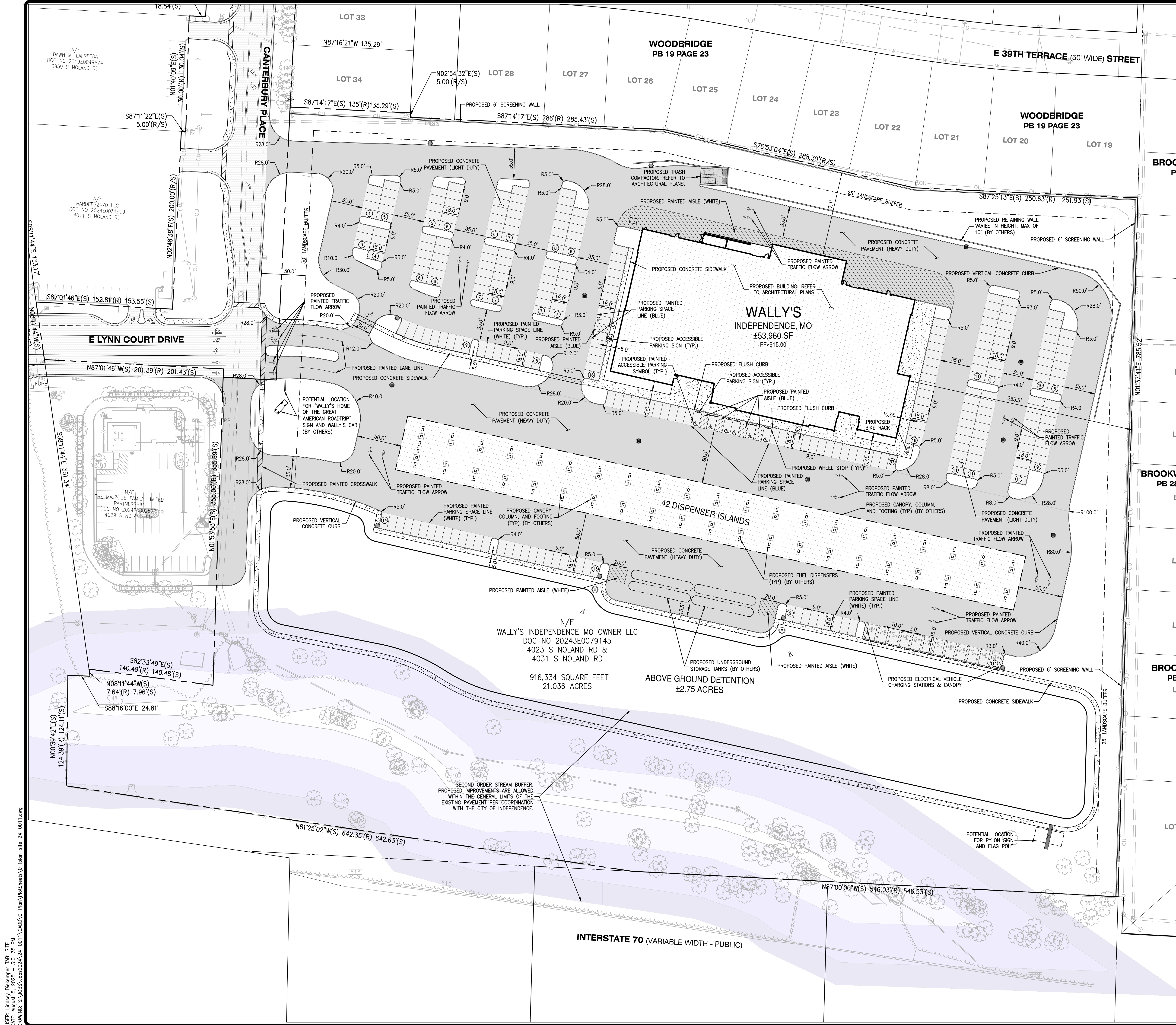
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 7th day of august, 2025.

Aaliyah J. Busch
Notary Public

07/07/2028
Commission Expiration Date





SITE SUMMARY	
EXISTING BUILDING AREA (TBR)	192,857 S.F.
PROPOSED BUILDING AREA (1 STORY)	53,960 SF - 6.5%
PROPOSED USE	GAS & FUEL SALES
PROPOSED PAVED AREA	350,738 SF - 42.5%
UNPAVED AREA	420,263 SF - 51%
LAND AREA	824,961 SF, 18.9 AC
FRONT, SIDE, & REAR EXTERIOR SETBACK	15'
INTERIOR SIDE SETBACK	5'
INTERIOR REAR SETBACK	20'

NOTE: LAND AREA AND SITE PERCENTAGES ARE BASED ON THE PROPOSED WALLY'S LOT LIMITS PER THE PROPOSED SUBDIVISION EXHIBIT. REFER TO THE EXHIBIT FOR THE LEGAL DESCRIPTION.

WALLY'S PARKING CALCULATIONS

PARKING REQUIREMENTS (STANDARD)	
USE CATEGORY - GAS & FUEL SALE	1 PER PUMP + REQUIRED FOR RETAIL SALES
USE CATEGORY - RETAIL SALES	4 SPACES PER 1,000 S.F.
NUMBER OF PUMPS	84 PUMPS (42 PUMP ISLANDS)
GROSS FLOOR AREA	53,960 S.F.
CALCULATION	(4 SPACE/1,000 S.F.) * (53,960 S.F.) + 84 = 300 SPACES
PARKING REQUIREMENTS (ACCESSIBLE)	
301-400 STANDARD SPACES	8 ACCESSIBLE SPACES
VAN ACCESSIBLE REQUIREMENT	1 VAN ACCESSIBLE SPACE FOR EVERY 6 ACCESSIBLE SPACES
PARKING DATA	
SPACES REQUIRED (TOTAL)	300 SPACES
SPACES PROVIDED (STANDARD)	287 SPACES
SPACES PROVIDED (ELECTRICAL)	11
SPACES PROVIDED (ACCESSIBLE)	8 SPACES (4 VAN ACCESSIBLE)
SPACES PROVIDED (TOTAL)	306 SPACES
PARKING REQUIREMENTS AND DATA (BICYCLE)	
FIVE PERCENT OF REQUIRED PARKING SPACES PROVIDED	0.05 * 300 = 15 SPACES REQUIRED 16 SPACES

DEVELOPER/OWNER:
WALLY'S INDEPENDENCE, MO OWNER LLC
950 ASSEMBLY PARKWAY
FENTON, MO 63026
PHONE # (312) 730-0866

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON HAS ASSUMED RESPONSIBILITY FOR THE PREPARATION OF THIS PLAN. THE PLAN WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSOURI PROFESSIONAL LAND SURVEYING ACT AND THE RULES AND REGULATIONS OF THE MISSOURI BOARD OF LAND SURVEYING. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE PROFESSIONAL WHOSE SIGNATURE AND SEAL APPEAR HEREON.

DATE: NO
REVISION DESCRIPTION:

This document is released for
preliminary review only
under the authority of
Lindsey F. Diekmeyer
P.E.-2024026198
on 08/05/2025.
It is not to be used for bidding,
construction or permitting
purposes.

WALLY'S
4031 S. NOLAND ROAD
INDEPENDENCE, MO 64055

SITE PLAN

+ ST. CHARLES
1320 S. Fifth Street
Suite 307
St. Charles, MO 63303
636.976.7538
www.colet.com

COLE
CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
7/65 ADA TRANSITION PLANNING
Registered Professional Engineer #10193871
State of Missouri, License # 10193871
Registered Professional Engineer #10193871
State of Missouri, License # 10193871

DESIGN/CALC BY:
LFD

DRAWN BY:
MRS

CHECKED BY:
ALA

DRAWING SCALE:
AS SHOWN

DATE:
08/05/2025

Job Number:
24-0011

Sheet Number:
C1.0

USER: Lindsey Diekmeyer TAB: SITE
DATE: August 5, 2025 - 3:01:35 PM
DRAWING: S:\JOBS\Job2024\24-0011\CADD\Plan\Sheet\0_Plan_Site_24-0011.dwg

Page 683 of 904





GENERAL NOTE:

1. SEE SHEET L1.5 FOR LANDSCAPE NOTES, CALCULATIONS AND FULL PLANT SCHEDULE WITH QUANTITIES.

L1.0



GENERAL NOTE:

1. SEE SHEET L1.5 FOR LANDSCAPE NOTES, CALCULATIONS AND FULL PLANT SCHEDULE WITH QUANTITIES.

REF. DWG. L1.0



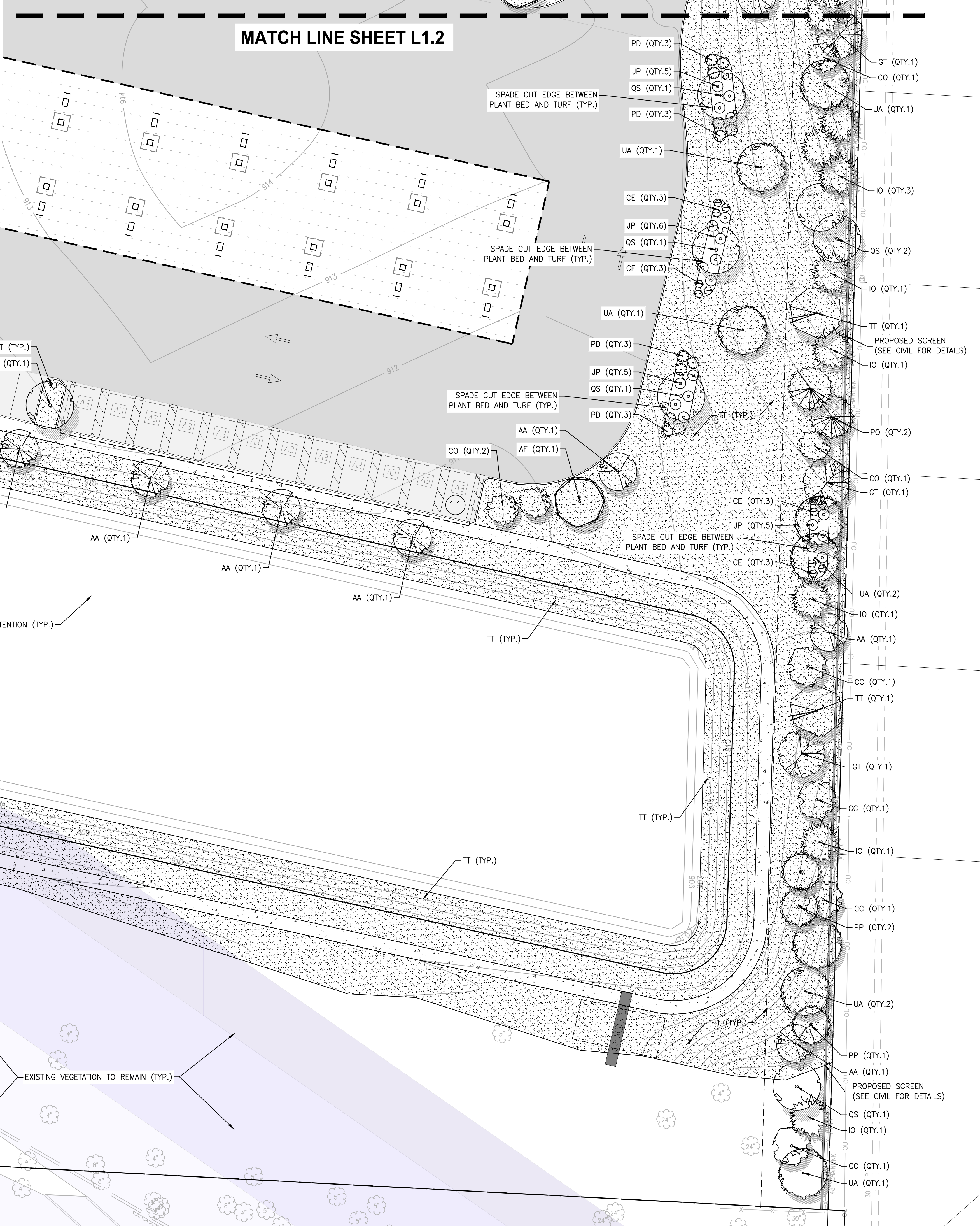
DESIGN/CALC BY	LFD
DRAWN BY	MRS
CHECKED BY	ALA
DRAWING SCALE	AS SHOWN
DATE	08/05/2025
Job Number	
24-0011	
Sheet Number	

EVERGREEN TREES			
SYMB.	ABBV.	BOTANICAL NAME	COMMON NAME
	IO	<i>Ilex opaca</i>	American Holly
	PO	<i>Pinus strobus</i>	White Pine
	PP	<i>Picea pungens</i>	Blue Spruce

ORNAMENTAL TREES			
SYMB.	ABBV.	BOTANICAL NAME	COMMON NAME
	CC	<i>Cercis canadensis</i>	Redbud
	AA	<i>Amelanchier arborea</i>	Dawny Serviceberry

	CO	<i>Cotinus obovatus</i>	American Smoke Tree
SHRUBS / GRASSES			
SYMB.	ABBV.	BOTANICAL NAME	COMMON NAME
	FD	<i>Physocarpus opulifolius 'Diablo'</i>	Ninebark
	RA	<i>Rhus aromatica 'Tox-Low'</i>	Fragrant sumac
	CE	<i>Ceanothus americanus</i>	New Jersey Tea
	BO	<i>Buxus 'Green Velvet'</i>	Green Velvet Boxwood
	JP	<i>Juniperus x pfitzeriana 'Sea Green'</i>	Chinese juniper
	JC	<i>Juniperus chinensis 'Spartan'</i>	Chinese juniper
	SS	<i>Schizachyrium scoparium</i>	Little Bluestem
	TT		Turf Type Tall Fescue

GENERAL NOTE:
1. SEE SHEET L1.5 FOR LANDSCAPE NOTES, CALCULATIONS AND FULL PLANT SCHEDULE WITH QUANTITIES



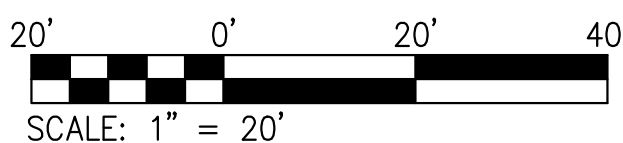
MATCH LINE SHEET L1.4

ABOVE GROUND DETENTION
±2.75 ACRES

LANDSCAPE ENLARGEMENT

SCALE: 1"=20'

REF. DWG. L1.0



DEVELOPER/OWNER:
WALLY'S INDEPENDENCE, MO OWNER LLC
950 ASSEMBLY PARKWAY
FENTON, MO 63026
PHONE # (312) 730-0986

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WALLY'S
4023 S. NOLAND ROAD
INDEPENDENCE, MO 64055

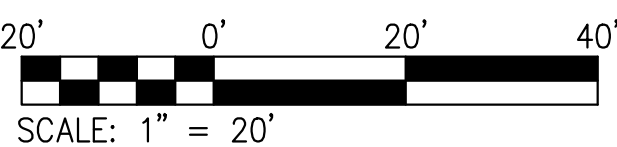
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CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
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DATE	08/05/2025
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24-0011	
Sheet Number	

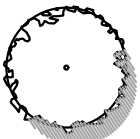
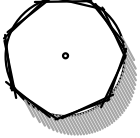
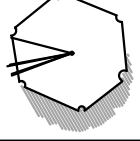
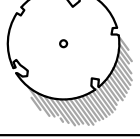
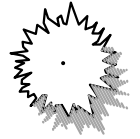
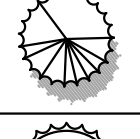
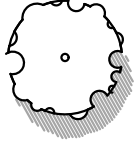
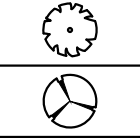
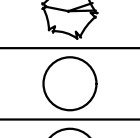
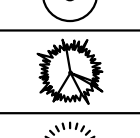
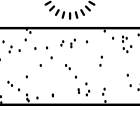
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LANDSCAPE ENLARGEMENT

USER: Lindsey Dikemper TAB: L1.5
DATE: August 5, 2025 -- 8:48:57 AM
DRAWING: S:\JOBS\Job#2024\24-0011\CADD\G--Plan\PlotSheets\0_PLANT_LAND_24-0011.dwg

PLANT MATERIAL SCHEDULE								
CANOPY TREES								
SYMB.	ABBV.	QTY.	BOTANICAL NAME	COMMON NAME	CAL.	DET.	SPACING	COMMENTS
	UA	23	Ulmus americana 'Valley Forge'	American Elm 'Valley Forge'	2" Cal. Min.	B&B	AS SHOWN	MALE CULTIVARS ONLY
	GT	19	Gleditsia triacanthos f. inermis 'Skycole' SKYLINE	Thornless Honeylocust	2" Cal. Min.	B&B	AS SHOWN	
	AF	37	Acer xfreemanii Autumn Blaze	Autumn Blaze Maple	2" Cal. Min.	B&B	AS SHOWN	
	TT	8	Liriodendron tulipifera	Tuliptree	2" Cal. Min.	B&B	AS SHOWN	
	QS	20	Quercus shumardii	Shumard Oak	2" Cal. Min.	B&B	AS SHOWN	
EVERGREEN TREES								
SYMB.	ABBV.	QTY.	BOTANICAL NAME	COMMON NAME	CAL.	DET.	SPACING	COMMENTS
	IO	25	Ilex opaca	American Holly	7" HT. Min.	B&B	AS SHOWN	
	PO	12	Pinus strobus	White Pine	7" HT. Min.	B&B	AS SHOWN	
	PP	18	Picea pungens	Blue Spruce	7" HT. Min.	B&B	AS SHOWN	
ORNAMENTAL TREES								
SYMB.	ABBV.	QTY.	BOTANICAL NAME	COMMON NAME	CAL.	DET.	SPACING	COMMENTS
	CC	24	Cercis canadensis	Redbud	2" Cal. Min.	B&B	AS SHOWN	
	AA	23	Amelanchier arborea	Downy Serviceberry	2" Cal. Min.	B&B	AS SHOWN	
	CO	10	Cotinus obovatus	American Smoke Tree	2" Cal. Min.	B&B	AS SHOWN	
SHRUBS / GRASSES								
SYMB.	ABBV.	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	DET.	REMARKS	COMMENTS
	PD	61	Physocarpus opulifolius 'Diabolo'	Ninebark	18"-24" Min.	Cont.	AS SHOWN	
	RA	22	Rhus aromatica 'Grow-Low'	Fragrant sumac	18"-24" Min.	Cont.	AS SHOWN	
	CE	61	Ceanothus americanus	New Jersey Tea	18"-24" Min.	Cont.	AS SHOWN	
	BG	59	Buxus x 'Green Velvet'	Green Velvet Boxwood	18"-24" Min.	Cont.	AS SHOWN	
	JP	107	Juniperus xpfizeriana 'Sea Green'	Chinese Juniper	18"-24" Min.	Cont.	AS SHOWN	
	JC	15	Juniperus chinensis 'Spartanmint'	Chinese Juniper	4" HT. MIN.	Cont.	AS SHOWN	
	SS	60	Schizachyrium scoparium	Little Bluestem	2 GAL.	Cont.	AS SHOWN	
	TT	T.B.D.		Turf Type Tall Fescue				

* ALL AREAS NOT PAVED AND OUTSIDE OF PLANT BEDS SHALL BE TURF TYPE TALL FESCUE GRASS UNLESS OTHERWISE NOTED. CONTRACTOR TO DETERMINE AREAS OF SOD AND AREAS OF SEED. CITY REGULATIONS APPLY.

LANDSCAPE AND TREE REQUIREMENTS			
CODE SEC. 14-503-02-D (1) - STREET TREE PLANTING, NON-RESIDENTIAL DISTRICTS			
REQUIREMENT	AREA / MEASUREMENT	REQ'D	PROV'D
A MINIMUM OF ONE (1) STREET TREE IS REQUIRED FOR EVERY 40 FEET OF PUBLIC OR PRIVATE STREET FRONTAGE	+/- 300 L.F. OF STREET FRONTAGE ALONG CANTERBURY PLACE 300/40 = 7.5	8 TREES	8 TREES
CODE SEC. 14-503-05-C - PARKING LOT PERIMETER LANDSCAPING, PLANT MATERIAL			
REQUIREMENT	AREA / MEASUREMENT	REQ'D	PROV'D
AT LEAST ONE TREE AND THREE SHRUBS MUST BE INSTALLED FOR EVERY 40 FEET OF PARKING LOT PERIMETER *** 14-403-02-B ALONG PUBLIC AND OR PRIVATE STREETS - GAS STATION LANDSCAPE REQUIRES AN ADDITIONAL 25% OF THE PERIMETER PLANTINGS	SOUTH PERIMETER +/- 920 L.F. 920/40 = 23 23 x 3 = 69 WEST PERIMETER *** ALONG CANTERBURY PLACE +/- 390 L.F. 390/40 = 9.75 + 25% = 12.2 9.75 x 3 = 29.25 + 25% = 36.5	23 TREES 69 SHRUBS 13 TREES 37 SHRUBS ***INCLUDES THE 25% INCREASE	23 TREES 69 SHRUBS 13 TREES (INCLUDES 8 TREES FROM STREET FRONTAGE REQUIREMENT) 37 SHRUBS ***INCLUDES THE 25% INCREASE
	EAST PERIMETER +/- 455 L.F. 455/40 = 11.3 11.3 x 3 = 33.9	12 TREES 34 SHRUBS	12 TREES 34 SHRUBS
CODE SEC. 14-503-06-C - PARKING LOT INTERIOR LANDSCAPING, LANDSCAPE ISLANDS PLANT MATERIAL			
REQUIREMENT	AREA / MEASUREMENT	REQ'D	PROV'D
AT LEAST ONE (1) TREE AND THREE (3) SHRUBS MUST BE INSTALLED FOR EVERY 20 PARKING SPACES. EACH LANDSCAPE ISLAND WITHIN THE INTERIOR OF A PARKING LOT MUST INCLUDE AT LEAST ONE (1) CANOPY OR ORNAMENTAL TREE.	306 PARKING SPACES 306/20=15.3 15.3x3=45.9 15.3x3=45.9	16 TREES 46 SHRUBS 1 TREE PER ISLAND	16 TREES 46 SHRUBS (ALL PROPOSED SHRUBS LOCATED IN ENTRY ISLAND) 1 TREE PER ISLAND AS SHOWN
CODE SEC. 14-503-07- BUFFERYARDS			
THE REQUIRED BUFFER AREA MUST HAVE A DEPTH OF 15 FEET MEASURED FROM THE LOT LINE INWARDS ALONG SIDE AND REAR (INTERIOR) YARDS, WHEREVER ADVERSE IMPACTS EXIST. A SCREEN MAY CONSIST OF A WALL, BERM, FENCE, OR ANY COMBINATION THEREOF. AN OPAQUE FENCE SCREEN MUST BE AT LEAST SIX FEET IN HEIGHT AND A MAXIMUM HEIGHT OF EIGHT FEET AND MUST BE CONSTRUCTED OF APPROVED FENCING MATERIALS. THE FENCE MUST FORM A COMPLETE (100 PERCENT) OPAQUE SCREEN. FENCE REGULATIONS ARE LOCATED IN SECTION 14-400-02. WHEN HIGH IMPACT SCREENING IS REQUIRED, LOW IMPACT LANDSCAPING REQUIREMENTS MUST BE INCLUDED WITH THE SOLID FENCE.OPAQUE FENCES MAY NOT EXCEED 200 FEET IN LENGTH WITHOUT BEING BROKEN BY A LANDSCAPE AREA TO SOFTEN THE LINEAR EFFECT OF THE FENCE. LONG FENCES MAY BE CONSTRUCTED IN A SERPENTINE MANNER WITH INTEGRATED LANDSCAPING. FENCES SHOULD ALSO BE INTEGRATED INTO PHYSICAL TOPOGRAPHICAL FEATURES WHENEVER POSSIBLE.			
REQUIREMENT	AREA / MEASUREMENT	REQ'D	PROV'D
HIGH IMPACT SCREEN REQUIRED ALONG THE NORTH AND EAST BOUNDARY LINES WHICH INCLUDE A FENCE AND LOW IMPACT LANDSCAPE SCREEN. LOW IMPACT SCREEN "A" REQUIRES CANOPY TREE = 1 PER 500 S.F. ORNAMENTAL TREE = 1 PER 750 S.F. EVERGREEN TREE = 1 PER 500 S.F. SHRUBS = 1 PER 500 S.F.	NORTH BOUNDARY LINE +/- 14,489.3 S.F. 14,489.3/500 = 28.9 14,489.3/750 = 19.3 14,489.3/500 = 28.9 14,489.3/500 = 28.9 EAST BOUNDARY LINE +/- 11,558.8 S.F. 11,558.8/500 = 23.1 11,558.8/750 = 15.4 11,558.8/500 = 23.1 11,558.8/500 = 23.1	FENCE 29 CANOPY TREES 20 ORNAMENTAL TREES 29 EVERGREEN TREES 29 SHRUBS FENCE 24 CANOPY TREES 16 ORNAMENTAL TREES 24 EVERGREEN TREES 24 SHRUBS	FENCE 29 CANOPY TREES 20 ORNAMENTAL TREES 29 EVERGREEN TREES 29 SHRUBS FENCE 24 CANOPY TREES 16 ORNAMENTAL TREES 24 EVERGREEN TREES 24 SHRUBS
CODE SEC. 14-503-04 (b) - BUILDING PERIMETER LANDSCAPING			
AT LEAST 20 PERCENT OF THE AREA WITHIN 20 FEET OF THE PERIMETER OF ALL BUILDINGS SHALL BE LANDSCAPED OPEN SPACE. SUCH LANDSCAPING SHALL BE LOCATED ALONG THE SIDE(S) OF A BUILDING FACING A PUBLIC STREET AND IN THE VICINITY OF THE PUBLIC ENTRANCES TO THE BUILDING. THE AREA 20' OUTSIDE THE PERIMETER OF THE BUILDING ALONG THE SIDE(S) FACING A PUBLIC STREET AND IN THE VICINITY OF THE PUBLIC ENTRANCES OF THE BUILDING IS 11,662 S.F. 0.2*11,662 S.F. = 2,333 S.F. LA REQUIRED 2,381 S.F. OF LA PROVIDED ALONG THE SOUTH AND WEST SIDE OF THE AREA WITHIN 20' OF THE BUILDING.			

LANDSCAPE NOTES:

- LANDSCAPE CONTRACTOR TO VERIFY LOCATION OF UNDERGROUND UTILITIES BEFORE BEGINNING WORK.
- ALL LANDSCAPE SHALL COMPLY WITH THE CURRENT EDITION OF ANSI Z 60.1 "AMERICAN STANDARD FOR NURSERY STOCK."
- ALL PLANTS SHALL MEET THE REQUIREMENTS OF THE STATE AND FEDERAL LAW WITH RESPECT TO DISEASE AND INSECT INFESTATION.
- MULCH AREAS WITH TRIPLE GROUND HARDWOOD MULCH 3" MIN. DEPTH UNLESS OTHERWISE NOTED.
- ALL LANDSCAPE SUBSTITUTIONS MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT.
- FORMAL LINES AND GROUPINGS OF A SPECIES OF TREE, SHRUB, OR GROUNDCOVER SHALL BE MATCHED FOR SIZE, FORM, AND COLOR.
- ALL BACKFILL IN PLANTING BEDS AND TREE PITS SHALL BE BACKFILLED WITH LOCAL COMPOSTING GARDEN MIX OR APPROVED EQUAL PLANTING SOIL.
- ALL TREES OUTSIDE OF PLANT BEDS SHALL BE PLANTED WITH A MULCH RING. OBTAIN APPROVAL FROM OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT FOR ANY TREES THAT WILL NOT BE MULCHED FOR EXCESSIVE MOISTURE REASONS.
- ALL LANDSCAPING SHALL BE INSTALLED AS SHOWN ON THE APPROVED PLAN.
- AT PLANTING, TREE TRUNKS MUST BE STRAIGHT WITH MINIMAL DOGLEGs.
- ALL WIRE BASKETS, BURLAP WRAPPINGS, ROPE, TWINE OR ANY SIMILAR SHIPPING MATERIALS SHALL BE REMOVED BEFORE PLANTING.
- A SHADE CUT EDGE SHALL BE CREATED AT ALL LOCATIONS WHERE PLANTING BEDS ARE ADJACENT TO GRASS AREAS UNLESS OTHERWISE NOTED.
- SEE CIVIL PLANS FOR TYPE AND LOCATION OF EROSION CONTROL MATERIALS.
- DO NOT DISTURB EXISTING UTILITIES WITHIN WORK AREA. SILT FENCE AND PLANTINGS SHALL AVOID ANY EXISTING UTILITIES.
- THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLANS. ANY SUBSTITUTION OR ALTERATION SHALL NOT BE ALLOWED WITHOUT APPROVAL OF THE OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT. OVERALL PLANT QUANTITY AND QUALITY SHALL BE CONSISTENT WITH THE PLANS.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. WRITTEN QUANTITIES TAKES PRECEDENCE OVER GRAPHIC QUANTITIES. NOTIFY OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT OF DISCREPANCIES.
- THE OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT RESERVES THE RIGHT TO INSPECT AND TAG ALL PLANT MATERIAL PRIOR TO SHIPPING TO THE SITE. IN ALL CASES, THE LANDSCAPE ARCHITECT MAY REJECT PLANT MATERIAL AT THE SITE IF MATERIAL IS DAMAGED, DISEASED, OR DECLINING IN HEALTH AT THE TIME OF ONSITE INSPECTIONS OR IF THE PLANT MATERIAL DOES NOT MEET THE MINIMUM SPECIFIED STANDARD IDENTIFIED ON THE PLANS AND IN THE SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT FOR INSPECTION AND APPROVAL OF ALL MATERIALS AND PRODUCTS PRIOR TO INSTALLATION.
- THE OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT MAY ELECT TO UPSIZE PLANT MATERIAL AT THEIR DISCRETION BASED ON SELECTION, AVAILABILITY, OR TO ENHANCE SPECIFIC AREAS OF THE PROJECT. THE CONTRACTOR SHALL VERIFY PLANT MATERIAL SIZES WITH OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT PRIOR TO PURCHASING, SHIPPING OR STOCKING OF PLANT MATERIALS. SUBMIT CHANGE ORDER REQUEST TO OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT FOR APPROVAL IF ADDITIONAL COST IS REQUESTED BY THE CONTRACTOR PRIOR TO INSTALLATION. RE-STOCKING CHARGES WILL NOT BE APPROVED IF THE CONTRACTOR FAILS TO SUBMIT A REQUEST FOR MATERIAL CHANGES.
- THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED BY THE OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT FOR THE ENTIRE PROJECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS.
- THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED LANDSCAPE PLAN ON FILE WITH THE PLANNING DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED AS DELINEATED ON THE PLAN, PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
- PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED TO A DEPTH OF 8" - 12" AND AMENDED.
- ALL LANDSCAPED AREAS ARE TO HAVE SOIL PREPARATION, (MINIMUM RATE OF 3 CU. YDS. OF ORGANIC MATTER PER 1000 S.F.). TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.
- ALL TREES ARE TO BE STAKED AND GUYED FOR A PERIOD OF 1 YEAR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STAKES AT THE END OF 1 YEAR FROM ACCEPTANCE OF LANDSCAPE INSTALLATION BY THE OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT. OBTAIN APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO REMOVAL.
- PLACE PLANT MATERIAL IN SHRUB BED SO THAT ONCE PLANTS GROW TO FULL SIZE THEY ARE FULLY CONTAINED WITHIN THE SHRUB BED AREA AND DO NOT HANG OVER THE EDGER LINE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT.
- SHRUB, GROUNDCOVER AND PERENNIAL BEDS ARE TO BE CONTAINED BY A SHADE CUT EDGE UNLESS OTHERWISE NOTED. EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS, WALLS, WALKS OR SOLID FENCES WITHIN 3" OF PRE-MULCHED FINAL GRADE. EDGER SHALL NOT BE REQUIRED TO SEPARATE MULCH TYPES UNLESS SPECIFIED ON THE PLANS.
- EXISTING TURF AREAS THAT ARE DISTURBED DURING CONSTRUCTION, ESTABLISHMENT AND THE MAINTENANCE PERIOD SHALL BE RESTORED WITH NEW SOD TO MATCH EXISTING TURF SPECIES.
- WHEN COMPLETE, ALL GRADES SHALL BE WITHIN +/- 1/8" OF FINISHED GRADES AS SHOWN ON THE PLANS.THESE PLANS ARE NOT INTENDED FOR CONSTRUCTION OR PERMITTING UNLESS STATED IN THE TITLE BLOCK.
- DRAWINGS ARE INTENDED TO BE PRINTED ON 24" X 36" PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
- VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.

DEVELOPER/OWNER:
WALLY'S INDEPENDENCE, MO OWNER LLC
950 ASSEMBLY PARKWAY
FENTON, MO 63026
PHONE # (312) 730-0866

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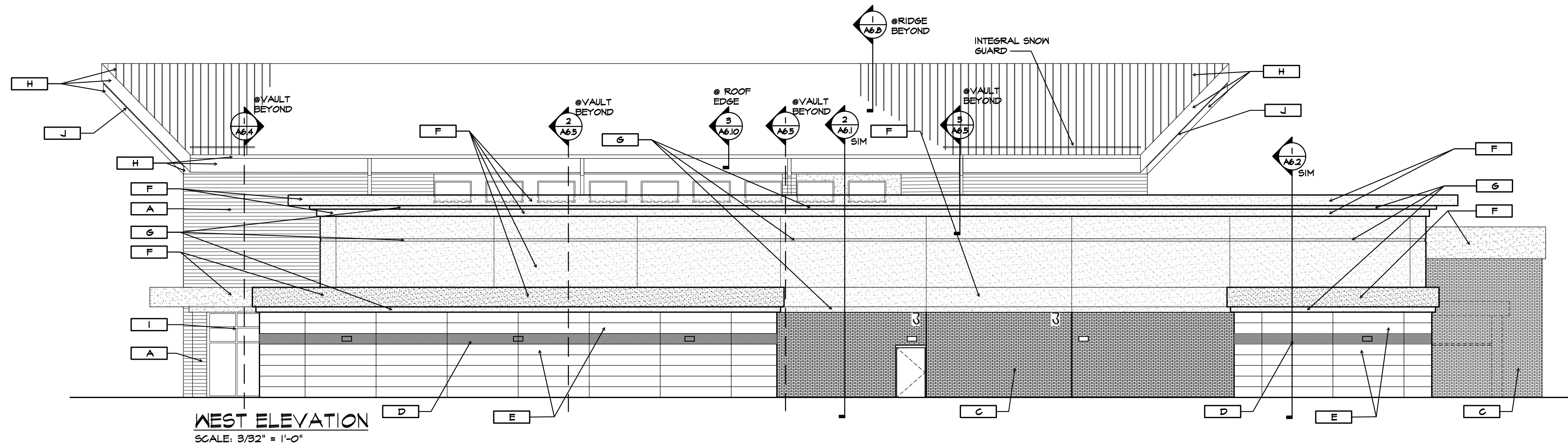
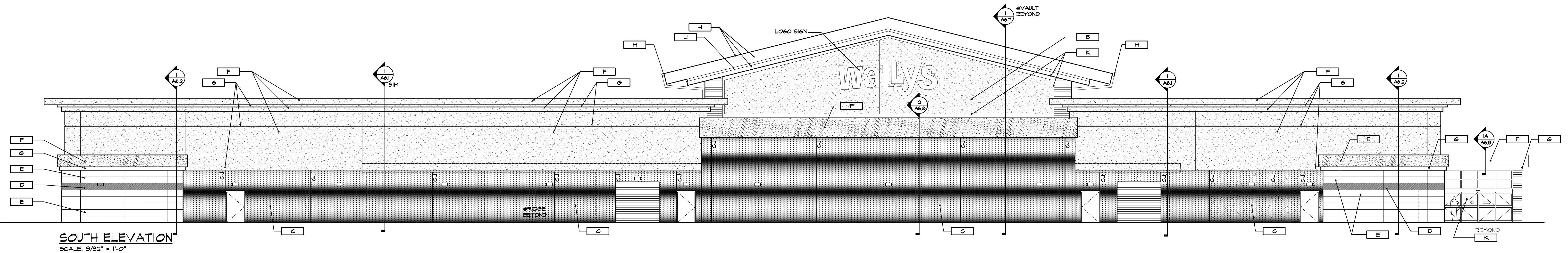
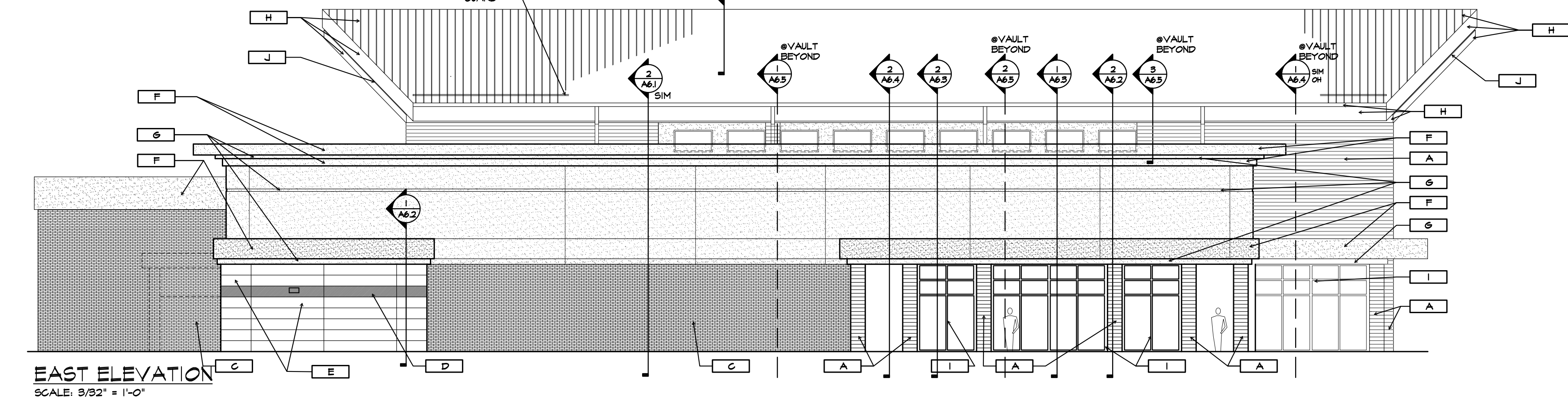
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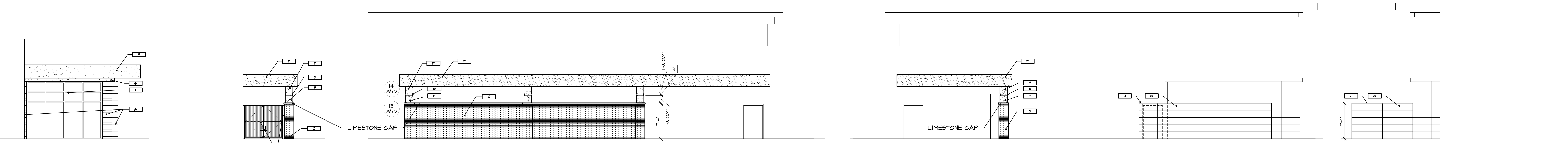
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EXTERIOR FINISH LEGEND

A	NICHIA VINTAGEWOOD, REDWOOD PANELS	G	DRY-VIT - EPS VENEER COLOR: WHITE EVE #017
B	DRY-VIT - EPS VENEER COLOR: CUSTOM ORANGE - SEE OWNER	H	STANDING SEAM METAL ROOF, MTL GUTTER/DOWNSPOUTS & PREFINISHED MTL FASCIA COLOR: GRANITE BY: LOCAL SUPPLIER
C	BRICK VENEER - NEBBRON BRICK COLOR: SLATE GRAY, VELOUR MODULAR	I	CURTAINWALL, WINDOW SYSTEM, ALUMINUM M/T INSULATED GLAZING MELLION COLOR: BLACK
D	NICHIA MIKAWA COLOR: ONYX	J	PREFINISHED MTL FASCIA COLOR: WHITE BLACK BY: LOCAL SUPPLIER
E	NICHIA INDUSTRIAL BLOCK PANELS NOTE: DESIGN INSTALL AT CORNER WITH 3'-0" PANEL LENGTH NOTE: ALIGN VERTICAL SEAMS (STACK)	K	ALUMINUM FLASHING TO MATCH CURTAINWALL MELLION COLOR: BLACK
F	DRY-VIT - EPS VENEER COLOR: MOUNTAIN FOG #152		

EXTERIOR ELEVATIONS



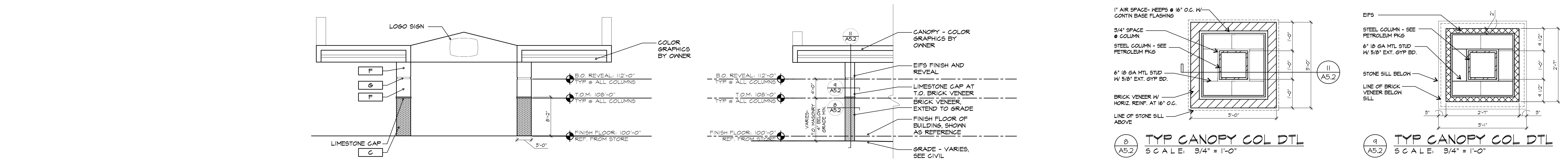
1 VESTIBULE ELEVATION
A5.2 SCALE: 1/8" = 1'-0"

2 KUBOTA GATE
A5.2 SCALE: 1/8" = 1'-0"

3 PARTIAL SOUTH ELEVATION @ KUBOTA STORAGE
A5.2 SCALE: 1/8" = 1'-0"

4 SOUTH ELEV. @ CANOPY/ELEC. SERVICE
A5.2 SCALE: 1/8" = 1'-0"

5 EAST ELEV. @ ELEC. SERV.
A5.2 SCALE: 1/8" = 1'-0"

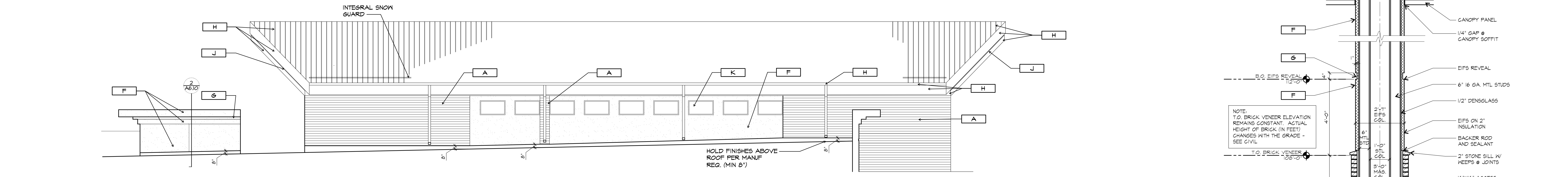


6 DIAGRAMATIC FUEL CANOPY, EAST/WEST ELEVATION
A5.2 SCALE: 1/8" = 1'-0"

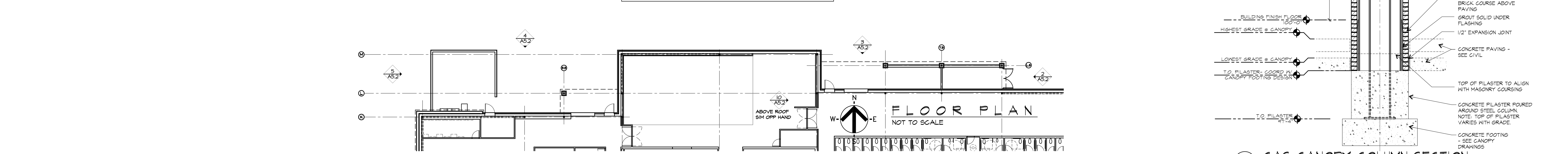
7 ENLARGED FUEL CANOPY COLUMN ELEVATION
A5.2 SCALE: 1/8" = 1'-0"

8 TYP CANOPY COL DTL
A5.2 SCALE: 3/4" = 1'-0"

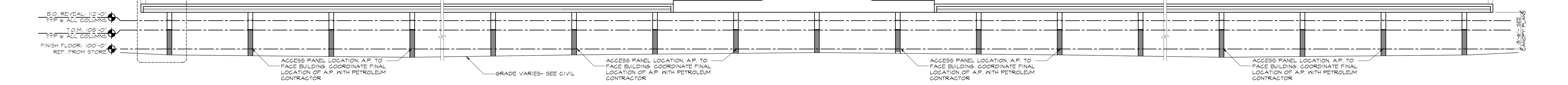
9 TYP CANOPY COL DTL
A5.2 SCALE: 3/4" = 1'-0"



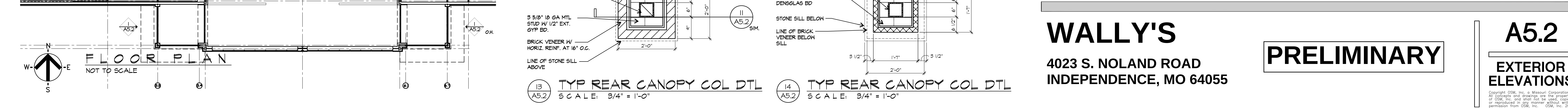
10 PARTIAL UPPER VAULT ELEVATION
A5.2 SCALE: 1/8" = 1'-0"



11 GAS CANOPY COLUMN SECTION
A5.2 SCALE: 1/2" = 1'-0"



12 DIAGRAMATIC FUEL CANOPY, NORTH/SOUTH ELEVATION
A5.2 SCALE: 1/16" = 1'-0"



Wally's Exterior Building Materials						
	SF					Element Total SF
	Brick	Nichiha	Glass	EIFS	Metal	
North	1,425	1,660	2,070	4,727	401	10,283
East	1,314	1,478	744	2,853	2,243	8,632
South	3,429	763	200	5,147	721	10,260
West	1,041	2,052	344	3,172	2,273	8,882
Delivery/Storage Canopies	424	0	0	341	0	765
Trash Enclosure	611	0	0	0	381	992
Utility Screen	0	278	0	0	0	278
Aggregate Material Total SF						40,092
Individual Material total SF	8,244	6,231	3,358	16,240	6,019	
Material percentage of Aggregate SF	20.6%	15.5%	8.4%	40.5%	15.0%	

AUGUST 5, 2025

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Wally's Independence Traffic Impact Study

Independence, Missouri

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EXECUTIVE SUMMARY

Lochmueller Group has completed the following traffic study pertaining to the proposed Wally's to be located in the City of Independence, Missouri. The site is proposed off of Noland Road, at the intersection of Canterbury Place and Lynn Court Drive, just northeast of the Interstate 70 (I-70) and Noland Road interchange. The site will include a Wally's Travel Center (54.0 KSF) with 84 fueling positions. The existing Northern Tool & Equipment Store would be removed and replaced by the proposed Wally's. Access to the site would be provided primarily via S Noland Road, opposite Lynn Court Drive. Secondary access would be provided via Canterbury Place, which provides access to E 39th Street.

The intent of this study is to identify the traffic generation associated with the proposed redevelopment, analyze the associated traffic impacts, and determine the need for mitigation measures, if necessary. As discussed in the scoping meeting on November 26, 2024, with the Missouri Department of Transportation (MoDOT) and the City of Independence, the following scenarios will be evaluated:

- Year 2024 Existing
- Year 2026 Baseline (Existing + 2 years background growth)
- Year 2026 Forecasted (with development in place)
- Year 2046 Baseline (predevelopment)
- Year 2046 Forecasted (with development in place)

The following five peak hours were agreed upon to be part of the analysis:

- Weekday morning (7:00 AM to 8:00 AM),
- Truman High School Dismissal (2:30 PM to 3:30 PM),
- Elementary School Dismissal (4:00 PM to 5:00 PM),
- Weekday evening (5:00 PM to 6:00 PM), and
- Saturday midday (11:30 AM to 12:30 PM)

However, as agreed upon with the City of Independence and MoDOT, only the weekday AM and PM peak hours and the Saturday midday peak hour were modeled with respect to I-70 as it was determined that those time periods were the most critical for the interstate. The reasoning was that if I-70 and its interchange with Noland Road could support the proposed Wally's traffic during these critical time periods then the remaining two peak hours, the Truman High School and Elementary peak dismissal hours, could also be supported since those time periods were typically less congested along I-70 as compared to the commuter and/or weekend peak hours.

EXISTING AND NO-BUILD CONDITIONS

2024 EXISTING CONDITIONS

- The study intersections generally operate favorably in the 2024 Existing conditions. Some side-street approaches at unsignalized intersections along Noland Road experience long delays as they wait for gaps in traffic to complete their turning movement, but that is not uncommon

during peak periods in suburban areas. Additionally, the southbound and northbound queues at the I-70 and Noland Road interchange extend past the adjacent ramp terminals, which is not uncommon with a tight diamond configuration. The southbound queue length on Noland Road from the I-70 ramp terminals does not extend past Lynn Court Drive, and the northbound queue does not extend past 42nd Terrace, indicating that the interchange does operate acceptably.

- Overall, the existing conditions indicate that there is adequate capacity at the study intersections.
- Under existing conditions, the study area has experienced 1,082 crashes between 2019 and 2023. The most common crash classification was Rear End accounting for 42% of all crashes. Other common types include Passing and Out of Control which were largely focused near the I-70 acceleration and deceleration lanes for ramp entrances and exits.
- The following recommendations were offered for consideration as a means of improving existing conditions along the Noland Road corridor:
 - Extending the existing acceleration lanes along I-70 at the Noland Road interchange,
 - Correcting the existing offset at the signalized intersection of Noland Road and Lynn Court Drive, and
 - Closing the existing southern Hardee's access drive along Noland Road due to its proximity to the signalized intersection with Lynn Court Drive.

2026 NO-BUILD CONDITIONS

- The year 2026 was used as the project's construction year for purposes of evaluating traffic operations conditions associated with the proposed development. No modifications were made to the existing lane configurations.
- An annual background growth rate of 0.35% for the overall study area and I-70 Corridor was used to forecast future traffic volumes (as agreed to by MoDOT and the City of Independence).
- Upon evaluation, in 2026 the overall study area would experience slightly worsened delays and queue lengths as compared to the 2024 Existing operations, but the network would still be expected to operate acceptably overall.
- Safety analysis models show the predicted number of crashes should be 135.5 annual crashes under 2026 No-Build conditions in the study area. The predicted analysis yielded a lower annual crash rate than the existing rate, thereby indicating the existing roadway network within the study area experiences more crashes as compared to other roadways of similar volume and characteristics.

2046 NO-BUILD CONDITIONS

- The year 2046 was used as the project's horizon design year for purposes of evaluating traffic operations conditions into the future at a planning-level. No modifications were made to the existing lane configurations.

- Upon evaluation, in 2046 the overall study area would experience worsened delays and queue lengths when compared to the 2024 Existing conditions and 2026 No-Build conditions. However, it is anticipated that operations overall within the network would still operate acceptably.
- Safety analysis models show the predicted number of crashes should be 150.5 annual crashes under 2046 No-Build conditions in the study area. This represents an increase of 15 crashes per year as compared to 2026 No-Build conditions, which is attributable to the increased number of vehicles in the roadway network.

PROPOSED DEVELOPMENT

- It is anticipated that the proposed Wally's would provide 84 fueling stations. The proposed Wally's is expected to generate the following trips during each of the critical time periods included in this study:
 - 660 total trips during the weekday AM peak hour
 - 709 total trips during the Truman High School Dismissal peak hour
 - 582 total trips during the Elementary School Dismissal peak hour
 - 632 total trips during the weekday PM peak hour, and
 - 625 total trips during the Saturday Midday peak hour
- Access to the site would be provided primarily via S Noland Road, opposite Lynn Court Drive. Secondary access would be provided via Canterbury Place, which provides access to E 39th Street.

RECOMMENDED IMPROVEMENTS

In conjunction with the proposed Wally's Travel Center, several roadway improvements are recommended. While some improvements would be necessary as a result of the traffic generated by the proposed Wally's, several improvements such as extending the existing acceleration lanes along I-70 at the Noland Road interchange and/or aligning the existing offset intersection of Noland Road with Lynn Court Drive would be recommended regardless of the proposed development as a means of improving conditions (from both a traffic operations and safety perspective) along S Noland Road and/or I-70. Ultimately, it is recommended that the following roadway improvements be made prior to the opening of the Wally's Travel Center:

- I-70 EB Ramps:
 - Provide 250 ft of taper plus at least 615 ft of full width parallel deceleration lane along I-70 that would tie into the existing off ramp.
 - Extend the eastbound acceleration lane by a minimum of 145 ft.
- I-70 WB Ramps:
 - Provide 250 ft of taper plus at least 615 ft of full width parallel deceleration lane along I-70 that would tie into the existing off ramp.
 - Maximize the acceleration lane for the existing westbound on ramp to provide approximately 900 ft, inclusive of taper. Note that the proposed taper would end right before the guardrail for the existing railroad overpass. It should be noted that this

length would still not meet AASHTO guidelines given the proximity of the railroad overpass. However, this extension would still represent an improvement as compared to existing conditions.

- Noland Road & I-70 EB Ramp Terminal:
 - Extend the existing four-lane section of the eastbound approach to a total of 400 ft measured from the stop-bar.
- Noland Road & I-70 WB Ramp Terminal:
 - Provide an additional westbound right-turn lane to ultimately provide two left turns lanes and two right turn lanes. The dual right-turn lanes should be signalized, allowing right-turns on red after stop. The right-turn lanes should feed into the two existing northbound through lanes.
- Noland Road & Lynn Court Drive:
 - Reconstruct the intersection to correct the existing offset and to allow for the eastbound and westbound approaches to run concurrently. The following lane configurations are recommended:
 - Eastbound Approach:
 - Provide a dedicated left-turn lane and a shared thru/right turn lane.
 - Westbound Approach:
 - Provide dual left-turn lanes, one through lane, and one right-turn lane.
 - Northbound Approach:
 - Provide one left-turn lane, two thru lanes, and one channelized right-turn lane.
 - Southbound Approach:
 - Provide one left-turn lane, one thru lane, and one shared through/right-turn lane.
 - Extend the striping for the southbound left-turn lane to increase the storage length, but do not modify the existing median.
 - Provide new traffic signal structures, appurtenances, and pedestrian signalization (with the exception of the SE quadrant).
 - Provide three southbound lanes immediately south of Lynn Court Drive and extending to the I-70 EB ramp terminal.
 - Close the southernmost Hardee's access drive just north of this intersection to reduce conflicts within the signalized intersection.
- Lynn Court Drive & Canterbury Place:
 - Provide a stop-controlled intersection where northbound and southbound traffic is required to stop and eastbound and westbound traffic travels freely.
 - The following lane configurations are recommended:
 - Eastbound Approach:
 - Provide one shared thru/left turn lane and one shared thru/right turn lane.

- Westbound Approach:
 - Provide one shared thru/left turn lane and one shared thru/right turn lane.
 - Northbound Approach:
 - Provide a single-lane approach. Although should a left-turn lane be desired it would only be expected to improve operations.
 - Southbound Approach:
 - Provide a single-lane approach. Although should a left-turn lane be desired it would only be expected to improve operations.
- 39th Street & Canterbury Place
 - Restrict the unsignalized intersection to ¾ access (northbound left turn not permitted) via the construction of a channelized island on the northbound approach.
 - However, should the City of Independence desire, full access at this intersection could remain.
- Noland Road & 42nd Street:
 - Consideration should be given towards restricting left-turns for the eastbound and westbound approaches to improve the efficiency of this unsignalized intersection. The existing left-turning vehicles can divert to the signalized intersection of 42nd Terrace.
- Signal Timing Improvements:
 - Signal timing improvements along the Noland Road corridor are recommended prior to the Wally's Travel Center being in place. It is anticipated that all cycle lengths, with the exception of the Saturday midday, would remain the same. It is recommended that the Saturday midday cycle length be adjusted from 100 seconds to 110 seconds. A full signal timing progression analysis and implementation along the Noland Road corridor is recommended. It should be noted that coordination between Operation Green Light (OGL) will be necessary prior to the implementation of the new signal timings.

2026 AND 2046 FORECASTED CONDITIONS

The results and conclusions for the following scenarios assume the full build of the proposed Wally's Travel Center is in place and all recommended improvements presented above.

2026 FORECASTED CONDITIONS

- The year 2026 was used as the construction year for evaluating near-future traffic conditions.
- The Noland Road corridor (35th Street to 42nd Terrace) is expected to operate at an overall LOS D or better at signalized intersections, while most unsignalized intersections function adequately. Side-street approaches would continue to operate with long delays similar to the 2026 No-Build conditions.
- The I-70 and Noland Road interchange would be expected to operate acceptably with the Wally's Travel Center in place. The additional westbound right-turn lane at the westbound ramps adds capacity to the interchange, improving the operations. The southbound queue

length at the eastbound ramps would be expected to extend past the westbound ramp terminal. However, the average queue length would not be expected to extend past Lynn Court Drive.

- The realigned intersection of Noland Road and Lynn Court Drive would be expected to operate at an overall LOS B during all peak hours. The average westbound queue length would be well contained within the existing laneage. However, during peak periods, the max westbound queue would extend past Canterbury Place periodically.
- The internal intersection of Lynn Court Drive and Canterbury Place would be expected to operate well with minimal queues.
- Under the 2026 No-Build conditions, the northbound approach at Canterbury Place and E 39th Street during the Elementary School Dismissal periods would be expected to operate at a LOS E, but with the recommended northbound left-turn restriction in place, the approach would improve to a LOS B in the 2026 Forecasted conditions.
- Overall, it was concluded that with the recommended improvements in place, the roadway network in the year 2026 will operate acceptably and have adequate capacity with the proposed Wally's in place.
- Safety analysis models show the 2026 Forecasted conditions should result in 138.3 crashes per year in the study area. This is a *minimal* net increase of 2.8 crashes per year as compared to the 2026 No-Build conditions. The minimal increase in crashes is simply due to the increased number of vehicles entering Noland Road to access Wally's that otherwise would not be present under No-Build conditions. Freeway crashes are slightly *reduced* under 2026 Forecasted conditions due to the increased acceleration and deceleration lengths and the lower volumes under the Noland Road interchange (traffic diverted to the proposed Wally's).

2046 FORECASTED CONDITIONS

- The 2046 Forecasted conditions are similar to the 2026 Forecasted conditions with generally acceptable operating conditions throughout the study area.
- The Noland Road corridor (35th Street to 42nd Terrace) is expected to continue to operate at an overall LOS D or better at signalized intersections, while most unsignalized intersections function adequately.
- The I-70 and Noland Road interchange would be expected to operate acceptably with the Wally's Travel Center in place with an overall LOS C or better for both ramp terminals.
 - The maximum queue lengths for the northbound and southbound approaches would be expected to extend past the adjacent ramp terminals to Lynn Court Drive and 42nd Street. However, the average queue length would not extend past these intersections.
- The intersection of Noland Road and Lynn Court Drive would be expected to continue to operate at an overall LOS B during all peak periods. The average queues would not be expected to extend past nearby intersections and the v/c ratios indicate that there is surplus capacity at this intersection despite the addition of Wally's. However, it should be noted that during peak periods, the max westbound queue would extend past Canterbury Place periodically.

- The internal intersection of Lynn Court Drive and Canterbury Place would also be expected to operate well with a LOS C or better for each approach.
- Under the 2046 No-Build conditions, the northbound approach at Canterbury Place & E 39th Street during the Elementary School Dismissal periods would be expected to operate at a LOS F, but with the recommended northbound left-turn restriction in place, the approach would operate at a LOS B through the year 2046.
- Compared to the 2046 No-Build scenario, the overall roadway network would operate acceptably, and with signal timing modifications and lane configuration changes, some of the roadway network would experience shorter delays and queues.
- Safety models predict an annual crash rate of 151.8 crashes per year under 2046 Forecasted conditions. This is a *minimal* net increase of 1.8 crashes per year over the 2046 No-Build. Similar to the 2026 Forecasted conditions comparison, the increase in total crashes is due to the increased number of vehicles attracted to Noland Road due to Wally's that otherwise would not be present on the roadway. The net increase in crashes is minimal at less than 1% per year as compared to No-Build conditions.

Overall, it was concluded that with the recommended improvements in place, the roadway network can accommodate the increased traffic volumes attributable to the proposed Wally's through the year 2046. The following report presents, in detail, the methodology and resulting analysis that support these conclusions.

INTRODUCTION

Lochmueller Group has prepared the following traffic impact study pertaining to the proposed Wally's Travel Center in the City of Independence, Missouri. The proposed Wally's Travel Center will span approximately 54,000 square feet and is designed to feature 84 fueling positions, making it a significant commercial addition to the area. Primary vehicular access to the site is expected to be provided directly from S Noland Road, aligned opposite Lynn Court Drive. A secondary access point will be available via Canterbury Place, which connects to East 39th Street, thereby offering additional access for site traffic. A map of the project study area is located in **Figure 1**.

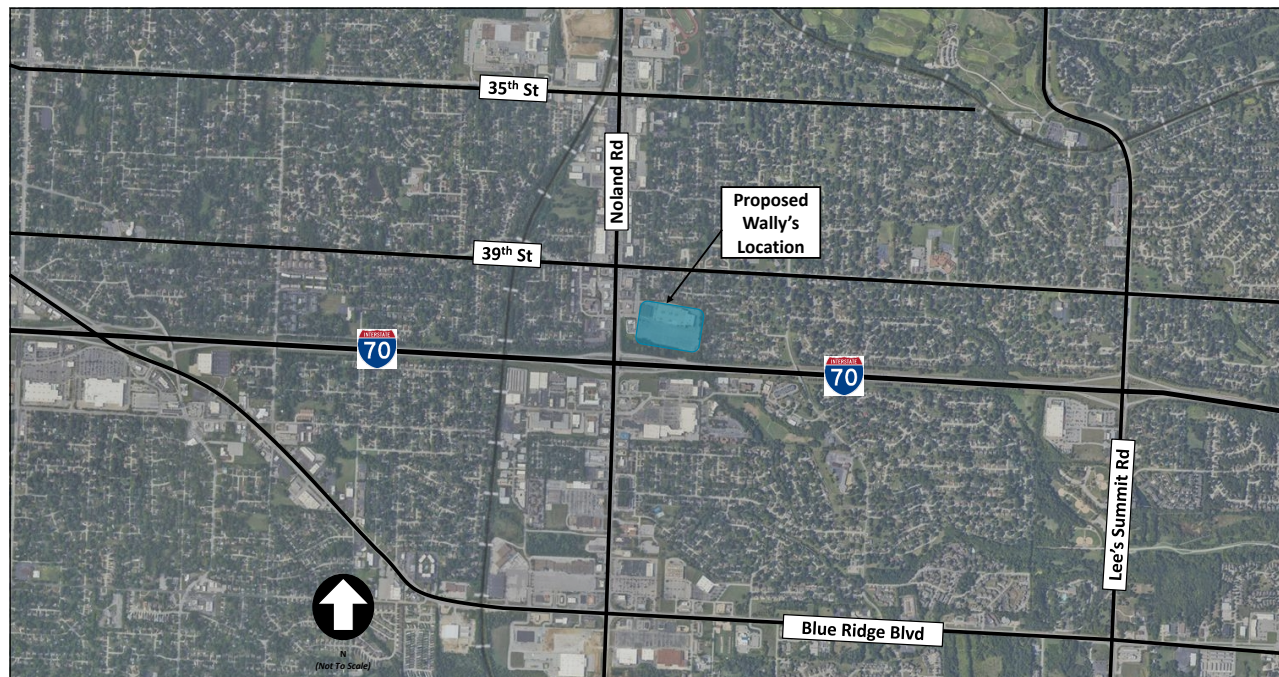


Figure 1. Project Study Area

The intent of the traffic study is to identify the traffic generation associated with the proposed development, analyze the associated traffic impacts, and determine the need for mitigation measures, if necessary. As such, this report summarizes the Existing, 2026 No-Build, 2046 No-Build, 2026 Forecasted, and 2046 Forecasted traffic operations within the study area to evaluate the impact that the proposed Wally's may have on the surrounding roadway network. Additionally, this report details the proposed improvements considered within the study area in order to address existing deficiencies and/or anticipated traffic impacts resulting from the proposed Wally's development.

This report details the final projected operating conditions within the proposed Wally's Travel Center in place and addresses the potential downstream impacts to the intersections along the Noland Road corridor, as well as traffic from I-70 between the US 40/Blue Ridge Boulevard and Lee's Summit Road interchanges, assuming no additional improvements at the US 40/Blue Ridge Boulevard or Lee's Summit Road interchanges are implemented.

EXISTING CONDITIONS

To identify the traffic impacts associated with the proposed development, it was necessary to first quantify roadway, traffic, and operating conditions as they currently exist.

DATA COLLECTION AND FIELD INVENTORY

EXISTING ROADWAY NETWORK

Interstate 70 (I-70) runs east-west and is functionally classified as interstate. The posted speed limit along I-70 within the study area is 65 miles per hour (mph). I-70 is generally comprised of three lanes in each direction within the study area.

Noland Road runs north-south and is functionally classified as a principal arterial. Noland Road generally has two lanes in each direction with turn lanes at intersections. The posted speed limit along Noland Road is 35 mph.

The I-70 and Noland Road interchange is configured as a tight diamond. Both the eastbound and westbound off-ramps are signalized. The eastbound entrance ramp has one lane, and the exit ramp has two exclusive left turn lanes and two exclusive channelized right turn lanes. The northbound approach has three through lanes and one shared through/right turn lane, where the right-turn is channelized. The southbound approach has one dedicated left-turn lane and one through lane.

The westbound entrance ramp has two receiving lanes which merge into one lane prior to reaching I-70. The westbound exit ramp has two exclusive left turn lanes and one exclusive channelized right turn lane. The northbound approach has two left-turn lanes and two through lanes. The southbound approach has three through lanes and one channelized right-turn lane.

42nd Terrace runs east-west and is functionally classified as a local road. 42nd Terrace generally consists of one lane in each direction. At the signalized intersection with Noland Road, 42nd Terrace west of Noland Road includes one shared through/right turn lane and one exclusive left turn lane. The westbound approach includes a shared through/left turn lane and one exclusive right turn lane. The northbound and southbound approaches are comprised of one left-turn lane, one through lane, and one shared through/right-turn lane. The posted speed limit is 30 mph.

42nd Street runs east-west and is functionally classified as a local road. 42nd Street generally consists of one lane in each direction. At the unsignalized intersection with Noland Road, 42nd Street consists of one lane for entering traffic and one lane for exiting traffic, for both eastbound and westbound traffic. The northbound and southbound approaches are comprised of one left-turn lane, one through lane, and one shared through/right-turn lane. Traffic traveling along 42nd Street is required to stop whereas traffic traveling along Noland Road travels freely. The eastbound lanes are separated by a 28-foot wide median.

E Lynn Court Drive runs east-west and is functionally classified as a local road. The intersection of Noland Road and E Lynn Court Drive is signalized. Both the east and west legs of the intersection, which

are offset from one another by approximately 30 feet, have one shared through/left turn lane and one exclusive right turn lane. The east leg lanes are separated by a 6-foot median. The northbound approach is comprised of one left-turn lane, two through lanes, and one channelized right-turn lane. The southbound approach is comprised of one left-turn lane, one through lane, and one shared through/right-turn lane.

Canterbury Place runs north-south and generally has one lane in each direction. The intersection of Canterbury Place at E Lynn Court Drive is unsignalized where traffic traveling along E Lynn Court is required to stop and traffic traveling along Canterbury Place travels freely. Each approach is comprised of a single lane.

E 39th Street runs east-west and is classified as a minor arterial. The posted speed limit is 35 mph. E 39th Street generally has one lane in each direction and a two-way left-turn lane (TWLTL). The intersection of E 39th Street and Noland Road is signalized. Both the east and west legs have one exclusive left- turn lane, one through lane, and one exclusive right-turn lane.

The intersection E 39th Street and Lynn Court Drive is unsignalized where traffic traveling along E 39th Street travels freely and traffic traveling along Lynn Court Drive is required to stop. The eastbound approach of E 39th Street is comprised of a single lane whereas the westbound approach is comprised of a left-turn lane within the TWLTL and a through lane. The northbound approach is comprised of a single lane.

The intersection of E 39th Street and Canterbury Place is unsignalized where traffic traveling along E 39th Street travels freely and traffic traveling along Canterbury Place is required to stop. The eastbound approach of E 39th Street is comprised of a right-turn lane and a shared through/left-turn lane whereas the westbound approach is comprised of a left-turn lane within the TWLTL and a shared through/right-turn lane. The northbound and southbound approaches are comprised of a single lane.

Hocker Avenue is classified as a local road. At the Hocker Avenue intersection, E 39th Street has one lane in each direction with a TWLTL. Hocker Ave has one lane in each direction at the intersection. Traffic traveling along E 39th Street travels freely and traffic traveling along Hocker Avenue is required to stop.

Phelps Road is classified as a major collector with a posted speed limit of 35 mph. At the signalized intersection of Phelps Road, the northbound approach includes one exclusive left turn lane, one through lane, and one exclusive right turn lane. The southbound approach includes one exclusive left turn lane and one shared through/right-turn lane. The eastbound approach is comprised of one exclusive left-turn lane, one through lane, and one exclusive right-turn lane. The westbound approach includes one exclusive left turn lane and a shared through/right turn lane.

Lee's Summit Road runs north-south and is classified as a minor arterial with a posted speed limit of 35 mph. The intersection of Lee's Summit Road and E 39th Street is signalized. The eastbound and southbound approaches include an exclusive left turn lane, an exclusive right turn lane, and an exclusive through lane. The westbound approach is comprised of two left-turn lanes, one through lane, and one

right-turn lane. The northbound approach is comprised of one left-turn lane, two through lanes, and two right-turn lanes.

The I-70 and Lee's Summit Road interchange is configured as a traditional diamond. At the eastbound ramp terminal, the southbound approach of Lee's Summit Road consists of two through lanes and one exclusive left turn lane on the north leg. The northbound approach consists of an exclusive right turn lane, two through lanes, and a third through lane that becomes an exclusive left turn lane just past the intersection for access to the westbound I-70 entrance ramp. At the I-70 westbound ramp terminal, northbound Lee's Summit Road consists of two through lanes and one exclusive left turn lane. The southbound approach consists of an exclusive right turn lane, two through lanes, and a third through lane that becomes an exclusive left turn lane just past the westbound ramps for access to the eastbound I-70 entrance ramp.

37th Street runs west of Noland Road and is classified as a local road. The intersection of 37th Street and Noland Road is unsignalized. 37th Street has one shared lane for through/right/left turn lane. The northbound and southbound approaches along Noland Road are comprised of one left-turn lane within a TWLTL, one through lane, and one shared through/right-turn lane.

Noland Court runs on the east side of Noland Road and is classified as a local road. The intersection of Noland Court and Noland Road is signalized. The eastbound and westbound approaches of Noland Court are comprised of one lane in each direction. The northbound and southbound approaches along Noland Road are comprised of one left-turn lane, one through lane, and one shared through/right-turn lane.

E 35th Street runs east-west and is functionally classified as a minor arterial with a posted speed limit of 35 mph. E 35th Street generally has one lane in each direction, and west of Noland Road the road typically includes a two-way left turn lane. The intersection of E 35th Street and Noland Road is signalized. Both the eastbound and westbound approaches include one exclusive left turn lane, one exclusive through lane, and a shared through/right turn lane. The northbound and southbound approaches consist of two left-turn lanes, one through lane, and one shared through/right-turn lane.

Blue Ridge Boulevard is classified as a minor arterial south of I-70 and a major collector north of I-70. Blue Ridge Boulevard has a posted speed limit of 35 mph and generally consists of one lane in each direction. The Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at WB ramp to US 40 is unsignalized. The northbound approach is comprised of one left-turn lane and one through lane. The southbound approach is comprised of one shared through/right-turn lane.

The Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at EB 70 loop is also unsignalized. The northbound approach is comprised of one shared left-turn lane/through lane. The southbound approach is comprised of one shared through/right-turn lane.

US 40 runs east-west and is classified as a principal arterial. The posted speed limit of US 40 within the study area is 40 mph. US 40 generally has two lanes in each direction. The US 40 and I-70 interchange is a diamond interchange. The westbound ramp terminal at the Blue Ridge Blvd, US 40, and the westbound 70 Ramps is signalized. The northbound approach is comprised of a left-turn lane and two through lanes. The southbound approach is comprised of one through lane and one shared through/right-turn lane.

The westbound approach is comprised of one shared left-turn/through lane and one right-turn lane. The west leg serves as the on-ramp to westbound I-70.

The eastbound ramp terminal at the US 40 and the eastbound 70 Ramps is signalized. The northbound approach is comprised of one through lane and one shared through/right-turn lane. The southbound approach is comprised of one left-turn lane and two through lanes. The eastbound approach is comprised of one left-turn and two right-turn lanes. The east leg serves as the on-ramp to eastbound I-70.

The existing lane configuration and traffic control is shown in **Figure 2** through **Figure 4**.

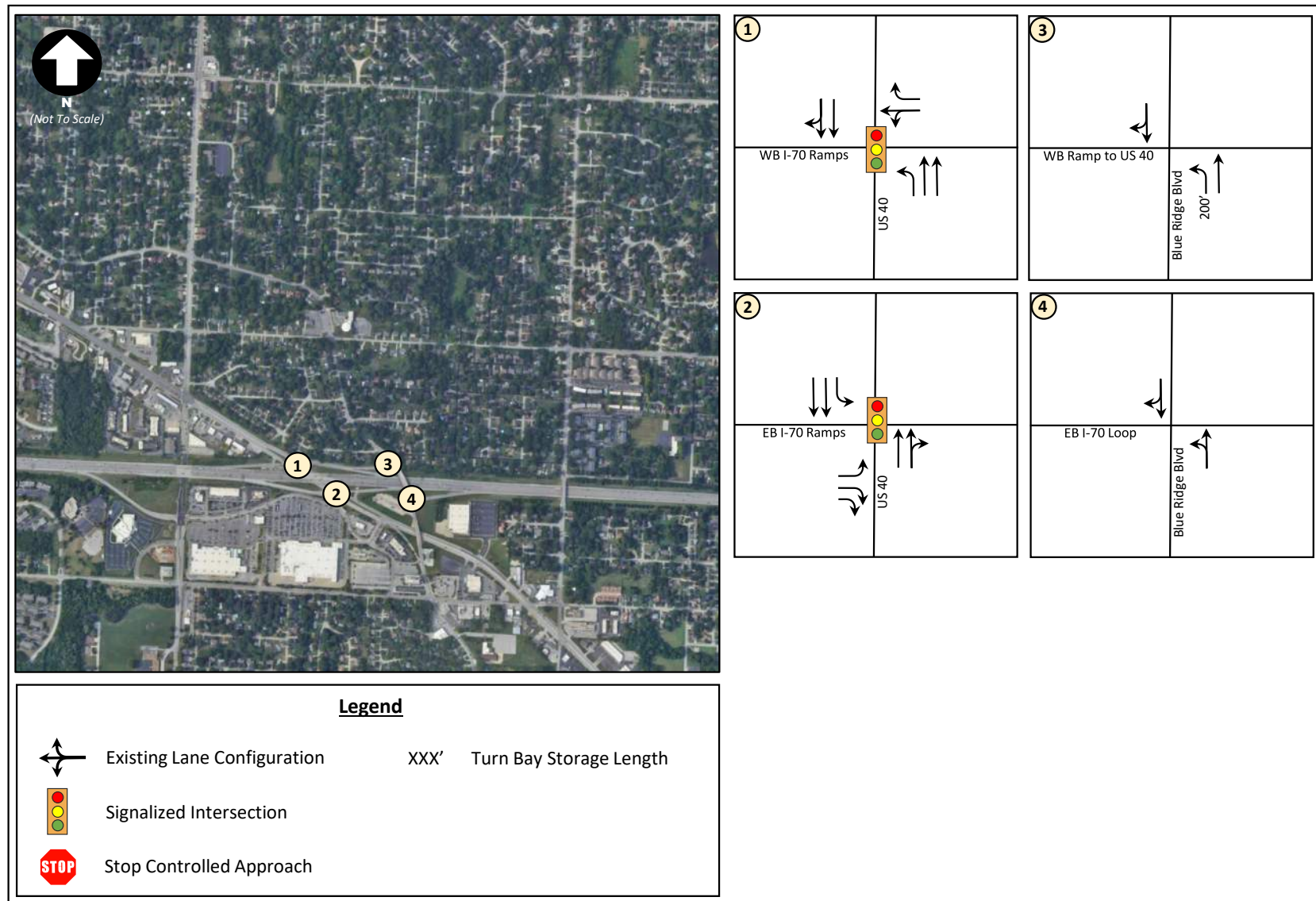


Figure 2. Existing Lane Configuration and Traffic Control (Sheet 1 of 3)

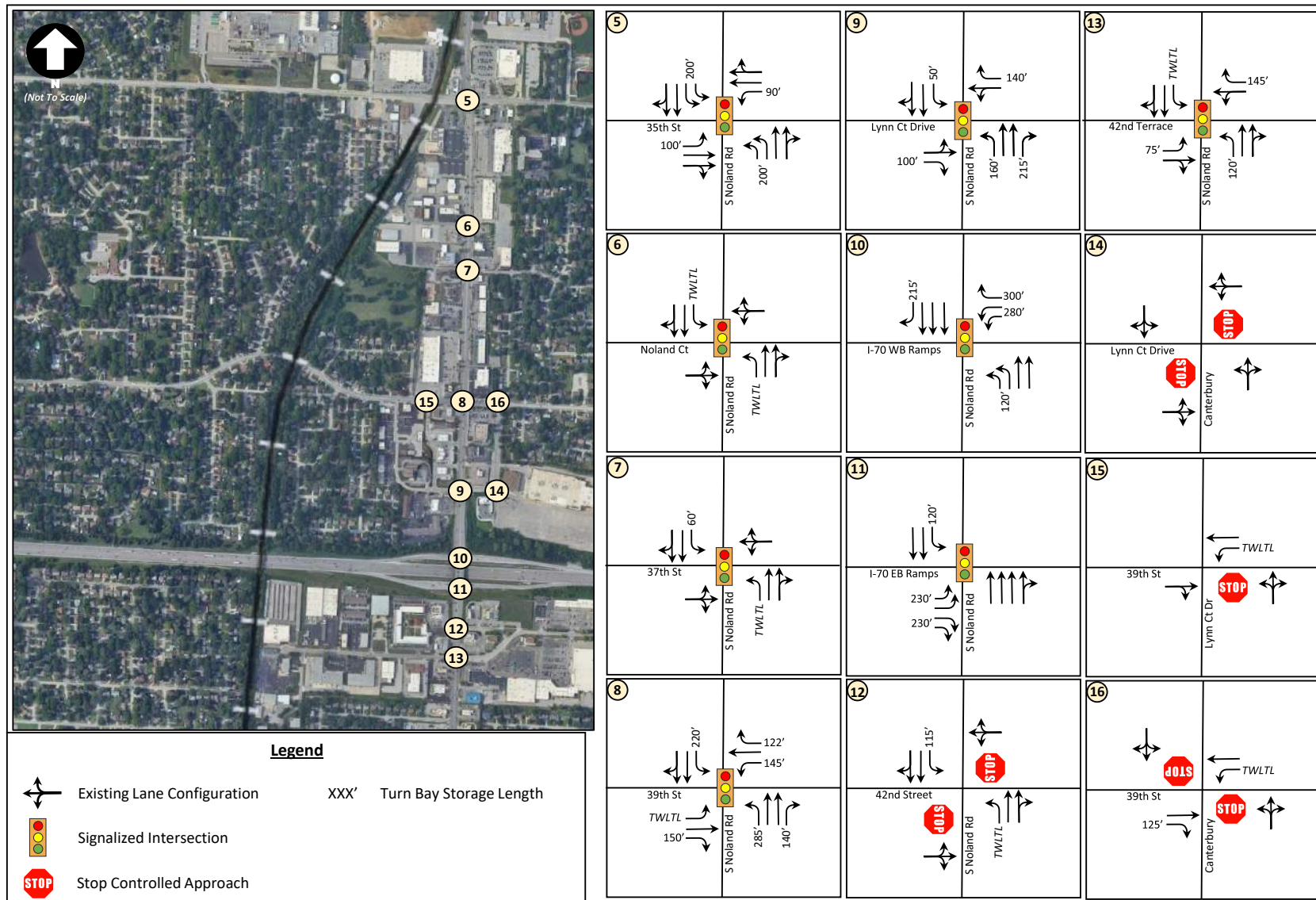


Figure 3. Existing Lane Configuration and Traffic Control (Sheet 2 of 3)

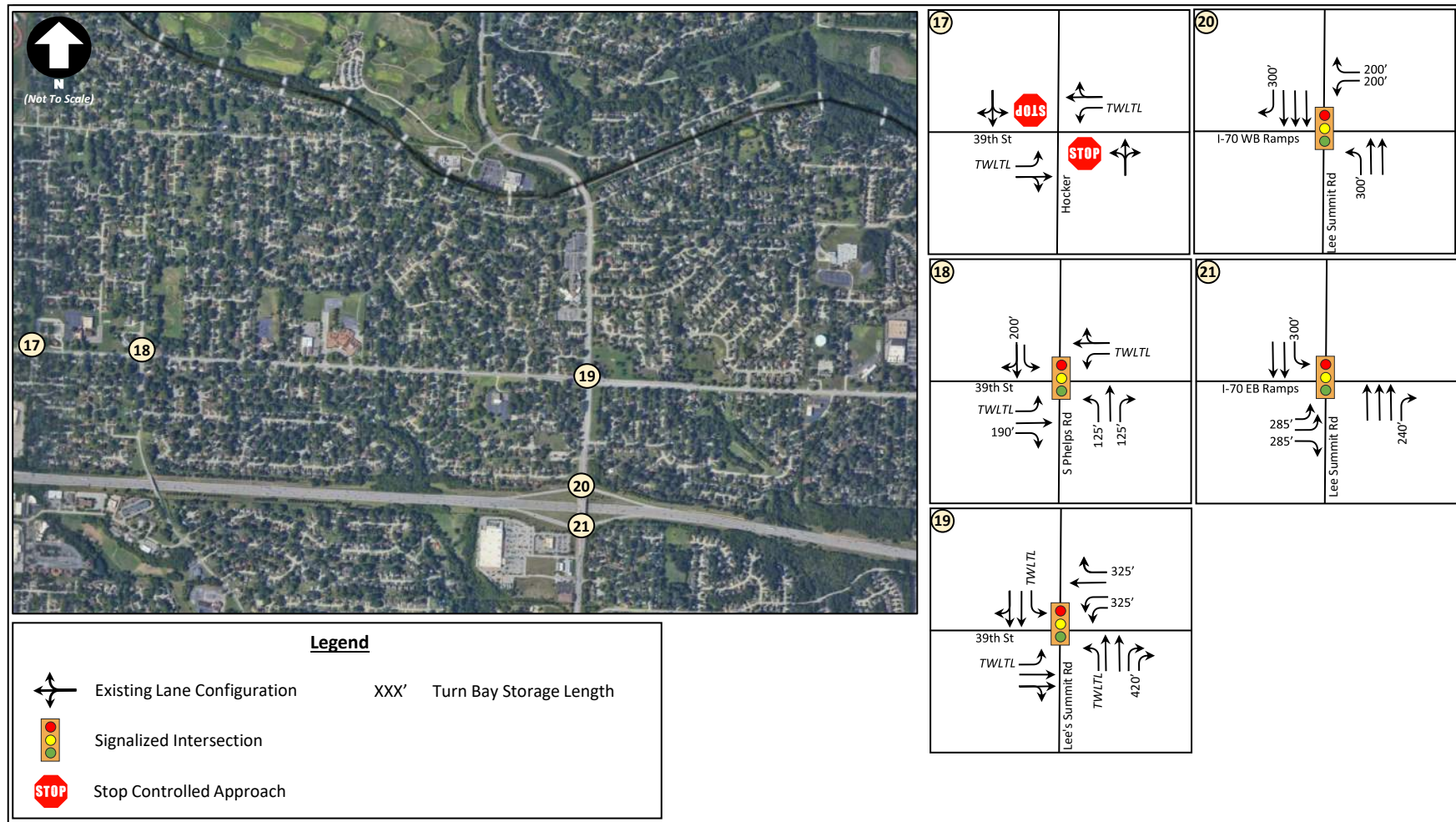


Figure 4. Existing Lane Configuration and Traffic Control (Sheet 3 of 3)

EXISTING TRAFFIC VOLUMES

Traffic counts were collected over a twelve-hour period (6:00 AM to 6:00 PM) on a typical weekday. Four-hour counts (10:00 AM to 2:00 PM) were collected on a typical Saturday. The traffic counts were performed on May 2, May 4, and May 11, 2024 while school was in session. Given the close proximity of numerous schools to the redevelopment site, traffic operational analysis was completed for weekday morning (7:00 AM to 8:00 AM), Truman High School Dismissal (2:30 PM to 3:30 PM), Elementary School Dismissal (4:00 PM to 5:00 PM), weekday evening (5:00 PM to 6:00 PM), and Saturday midday (11:30 AM to 12:30 PM) peak periods. Based on input from the review agencies, the following intersections are included in the study:

1. S Noland Rd & 42nd Terrace (signal)
2. S Noland Rd & 42nd Street (unsignalized)
3. S Noland Rd & I-70 EB ramps (signal)
4. S Noland Rd & I-70 WB ramps (signal)
5. S Noland Rd & Lynn Ct Drive (signal)
6. S Noland Rd & 39th Street (signal)
7. S Noland Rd & 37th Street (unsignalized)
8. S Noland Rd & Noland Ct (signal)
9. S Noland Rd & 35th Street (signal)
10. 39th Street & Lynn Ct Drive (unsignalized)
11. 39th Street & Canterbury (unsignalized)
12. 39th Street & Hocker (unsignalized)
13. 39th Street & S Phelps Road (signal)
14. 39th Street & Lee's Summit Road (signal)
15. Canterbury Place & Lynn Ct Drive (unsignalized)
16. Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at WB ramp to US 40 (unsignalized)
17. Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at EB 70 loop (new construction)
18. Blue Ridge Blvd/US 40 Interchange & US 40 / WB 70 Ramps (signal)
19. Blue Ridge Blvd/US 40 Interchange & US 40 / EB 70 Ramps (signal)
20. Lee's Summit Interchange & I-70 EB ramps (signal)
21. Lee's Summit Interchange & I-70 WB ramps (signal)

Based upon input from MoDOT and a review of data collected in May 2023 for MoDOT's project J4I3195, it was determined that it would be appropriate to adjust the May 2024 data upwards by 10% along Noland Road between 42nd Terrace Street and 35th Street. This adjustment was applied to all traffic utilizing Noland Road (through movements as well as turning movements onto and off of the corridor). Once adjusted, the existing traffic volumes used as the basis of the analysis for this study closely align with the base volumes used in MoDOT's project. In addition, the mainline I-70 volumes were adjusted upward to align with the mainline traffic volumes utilized by MoDOT in project J4I3195.

The 2024 adjusted existing traffic volumes are shown in **Appendix A**.

ANALYSIS METHODOLOGY

TRAFFIC OPERATIONS

Intersection performance or traffic operations are quantified by six Levels of Service (LOS), which range from LOS A ("Free Flow") to LOS F ("Fully Saturated"). LOS C is normally used for design purposes and represents a roadway with volumes ranging from 70% to 80% of its capacity. LOS E is considered acceptable for peak period conditions in urban and suburban areas and would be an appropriate benchmark of acceptable traffic for the study area road system.

Levels of service for intersections are determined based on the average delay experienced by motorists. Signalized intersections reflect higher delay tolerances as compared to unsignalized and roundabout locations because motorists are accustomed to and accept longer delays at signals. For signalized, all-way stop, and roundabout intersections, the average control delay per vehicle is estimated for each movement and then aggregated for each approach and the intersection as a whole. For intersections with partial (side-street) stop control, the delay is calculated for the minor movements only (side-street approaches and major road left-turns) since thru traffic on the major road is not required to stop.

Table 1 summarizes the criterion for both signalized and unsignalized intersections, as defined by the Highway Capacity Manual (HCM) 6th Edition, last updated in 2016 by the Transportation Research Board.

Table 1. Intersection Level of Service Thresholds

Level of Service	Control Delay per Vehicle (sec/veh)	
	Signalized	Unsignalized/Roundabout
A	≤ 10	0-10
B	> 10-20	> 10-15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F	> 80	> 50

The baseline 2024 traffic operating conditions at the critical study intersections were evaluated based upon the traffic volumes presented in Appendix A. The analysis was completed using Synchro 11 traffic modeling software, which is based upon the methodologies outlined in the "Highway Capacity Manual" (HCM) published by the Transportation Research Board.

In addition to Synchro, VISSIM software was also used, which is a microsimulation tool that accurately replicates individual vehicles and their interactions within complex traffic streams, such as interchanges, freeways, and expressway corridors with signalized intersections. As such, I-70 (including the ramp terminals) from US 40/Blue Ridge Boulevard to Lee's Summit Road were included within the VISSIM model. The intersections along Noland Road from 42nd Terrace to 39th Street were also included in the VISSIM model.

It should be noted that VISSIM provides a higher accuracy for the measures of effectiveness than Synchro given that is a highly customizable microsimulation tool. As such, per MoDOT's request, the Synchro results are only shown for the study intersections not included within the VISSIM model as the VISSIM results have a higher confidence level.

Additionally, as agreed upon with the City of Independence and MoDOT, only the weekday AM and PM peak hours and the Saturday midday peak hour were modeled in VISSIM as it was determined that those time periods were the most critical for the study area. The reasoning was that if I-70 and its interchange with Noland Road could support the proposed Wally's traffic during these critical time periods then the remaining two peak hours, the Truman High School and Elementary peak dismissal hours, could also be supported since those time periods were typically less congested than the commuter peak hours.

The VISSIM traffic simulation model calibration process began with acquiring of the "Improve I-70" VISSIM model developed for MoDOT's overlapping study area covering I-70 from Manchester Bridge to I-470 (MoDOT's project J4I3195). This model was then adjusted to focus on the Noland Road interchange, the interchange the majority of the proposed Wally's traffic would utilize. Data collection was conducted to provide traffic volumes for the modified network and verify current signal timings.

With the network backbone established, the received model was reviewed and modified as necessary. Free-flow speed distributions provided accurately reflected speeds recorded by RITIS during free-flow conditions. Reduced speed areas were also reviewed or generated for turning movements and locations in the network where the roadway geometry physically limits speeds below the free-flow speed or posted speed limits. Next, traffic control measures were addressed. Locations where yielding or traffic control priority needed to be established (such as a right-turn-on-red) were coded with conflict areas or priority rules. Conflict areas are most commonly used unless further refinement of the gap times or yielding characteristics was necessary, in which case priority rules were deployed.

Traffic volumes were then represented in the VISSIM model as an origin-destination matrix estimated from turning movement counts for each of the peak hours considered. The matrix specifies the model's traffic patterns and the routes vehicles take to traverse the model network. Traffic entering the model network was coded using vehicle inputs. Vehicle inputs specify volumes and vehicle type compositions, which were grouped into passenger vehicles, and HGVs. The origin-destination matrix was routed statically with routes traversing the entire network for optimum accuracy rather than simply intersection by intersection.

Since VISSIM starts with zero vehicles in the network, a warm-up period is needed to initiate the model with traffic prior to capturing data. The warm-up period is known as the seeding period and its length and volume characteristics were adjusted as part of the calibration process. Given the scale of the network, a 60-minute seeding period was used to establish background traffic before recording results.

Given the inherent stochastic nature of simulation (imposed by random seeds), multiple simulation runs using different seed numbers were required for each scenario and the reported model results were averaged across runs. Ten simulation runs were completed, which is typically sufficient to obtain an appropriate level of confidence in the results.

The model calibration process finished with a detailed review of model parameters and thorough consideration of adjustments necessary to improve the model's ability to replicate field conditions. This step resulted in two key changes to the freeway driving behavior as compared to the model received from MoDOT: zipper merge was enabled, and the headway time (CC1 parameter) was increased (from 1.09 seconds to 1.29 seconds, increasing the gaps between vehicles). The final calibration process compared model output, including travel times and flow rates, to field measurements of the same attributes. This comparison is summarized below in **Table 2** and **Table 3**.

Table 2. Travel Time Comparison

Corridor	Length (mi)	Average Travel Time (sec)			VISSIM Travel Time (sec)			Travel Time Difference (%)		
		AM	PM	SAT	AM	PM	SAT	AM	PM	SAT
I-70 EB	3.4	177	267	186	188	233	190	6%	-13%	2%
I-70 WB	4.5	382	255	250	377	256	260	-1%	0%	4%

Table 3. Traffic Volume Comparison

Peak Hour	Location	Demand (veh)		Throughput (veh)		Throughput/Demand (veh diff)		Throughput/Demand (% diff)	
		EB	WB	EB	WB	EB	WB	EB	WB
AM	I-70 Between Blue Ridge Blvd and Noland Road	3181	5264	3163	5244	-18	-20	-0.6%	-0.4%
	I-70 Between Noland Road Ramps	2800	4573	2778	4489	-22	-84	-0.8%	-1.8%
	I-70 Between Noland Road and Lee's Summit Road	3205	4867	3169	4644	-36	-223	-1.1%	-4.6%
PM	I-70 Between Blue Ridge Blvd and Noland Road	5217	4054	5451	4049	234	-5	4.5%	-0.1%
	I-70 Between Noland Road Ramps	4601	3323	4782	3320	181	-3	3.9%	-0.1%
	I-70 Between Noland Road and Lee's Summit Road	5242	3832	5403	3833	161	1	3.1%	0.0%
SAT	I-70 Between Blue Ridge Blvd and Noland Road	3912	4436	3923	4403	11	-33	0.3%	-0.7%
	I-70 Between Noland Road Ramps	3253	3746	3247	3722	-6	-24	-0.2%	-0.6%
	I-70 Between Noland Road and Lee's Summit Road	3887	4362	3881	4337	-6	-25	-0.2%	-0.6%

2024 EXISTING CONDITIONS

The 2024 Existing Conditions analysis is intended to reflect traffic operations as they exist today in order to serve as a baseline for comparison to the other scenarios.

2024 EXISTING SYNCHRO TRAFFIC OPERATIONAL ANALYSIS

Operating conditions at the study intersections for the 2024 Existing Conditions are summarized in **Table 4**. The measures of effectiveness reported include LOS, delay, queue, and volume-to-capacity ratio (v/c). The delay is reported in seconds per vehicle. The queue is reported in feet as the 95th percentile queue. The v/c ratio compares vehicle demand to the capacity of an associated lane group. A v/c ratio of 1.0 or higher represents an approach that is at or over capacity.

It should be noted that Synchro results are only shown for the study intersections not included within the VISSIM model, as requested by MoDOT, given the higher confidence level in the VISSIM results.

Per the Synchro analysis, the study intersections generally operate favorably. The US 40 and I-70 interchange operates acceptably with an overall LOS D or better during the Truman HS Dismissal peak hour and the Elementary School Dismissal peak hour.

The Noland Road corridor from 35th Street to 42nd Terrace operates acceptably. The signalized intersections along Noland Road operate with a LOS D or better overall during all reporting peak periods considered. The unsignalized intersections along Noland Road generally operate acceptably. The westbound approach at 37th Street experiences a LOS F during each peak period except for the AM peak period. The queue lengths on this approach are less than three vehicles and the v/c ratio indicates that there is adequate capacity at this intersection. It is not uncommon for unsignalized intersections along arterials to experience long delays, resulting in a LOS F, during peak periods. Similarly, the intersection of Noland Road and E 42nd Street experiences a LOS F for the eastbound approach during the Truman HS Dismissal peak hour and the Elementary School Dismissal peak hour as vehicles wait for a gap in the northbound and southbound traffic along Noland Road to complete their movement. Again, it is not uncommon for unsignalized intersections along arterials to experience long delays during peak periods.

37th Street mainly serves nearby residences and does not have intuitive alternative access to Noland Road. As such, it is recommended that full access be maintained at this intersection despite the failing levels of service. However, consideration could be given towards restricting the eastbound and westbound approaches of 42nd Street to be right-in/right-out only as vehicles are easily able to divert to the signalized intersection of 42nd Terrace, which has available capacity. However, this suggestion was not reflected in the analysis since this restriction would be at the discretion of MoDOT and/or the City of Independence.

Currently, the intersection of Canterbury Place and Lynn Court Drive operates favorably with a LOS A for each movement during the two reporting peak periods (other periods reported via VISSIM), as to be expected given the low existing traffic volumes. The unsignalized intersections along 39th Street also operate favorably with a LOS D or better overall for each movement, with the exception of the northbound approach at Canterbury Place and E 39th Street which does operate at LOS E during the

Elementary School Dismissal peak hour. However, the v/c ratio of 0.56 indicates that there is surplus capacity at this movement.

The signalized intersection of Phelps Road and E 39th Street operates well with an overall LOS C or better during each peak period. The approaches have acceptable v/c ratios indicating adequate capacity. The signalized intersection of Lee's Summit Road and E 39th Street also operates acceptably with an overall LOS D or better for each peak period.

Lastly, the I-70 and Lee's Summit Road interchange also operates acceptably with an overall LOS C or better for both ramp terminals during the two reporting peak hours (other periods reported via VISSIM). The queues do not extend past the interchange into other intersections and the v/c ratios indicate that there is surplus capacity at this interchange.

Overall, it was concluded that there is adequate capacity at the intersections included in the study area.

Table 4. 2024 Existing Operating Conditions (Synchro)

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
1: US 40 & I-70 WB On Ramp / I-70 WB Off-Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 5	C (26.8)	D (40.6)	See VISSIM results in Table 5	See VISSIM results in Table 5
Westbound Approach		C (30.3) [#329] <0.82>	C (28.8) [#324] <0.81>		
Northbound Approach		C (25.3) [#326] <0.89>	C (21.1) [#296] <0.88>		
Southbound Approach		C (25.2) [287] <0.66>	D (54.8) [#722] <1.00>		
2: US 40 & I-70 EB Off-Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 5	B (16.0)	C (25.3)	See VISSIM results in Table 5	See VISSIM results in Table 5
Eastbound Approach		B (14.3) [43] <0.65>	E (62.1) [~84] <1.01>		
Northbound Approach		C (21.2) [247] <0.42>	C (31.3) [253] <0.54>		
Southbound Approach		B (12.4) [m140] <0.46>	B (10.3) [193] <0.64>		
3: Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at WB ramp to US 40 (unsignalized)					
Overall Intersection	Intersection has no conflicting movements				
4: Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at EB 70 loop (unsignalized)					
Overall Intersection	Intersection has no conflicting movements				
5: Noland Rd & E 35th St (signalized)					
Overall Intersection	C (24.4)	C (32.4)	D (35.9)	D (36.6)	C (29.2)
Eastbound Approach	D (36.5) [92] <0.56>	D (38.4) [132] <0.79>	D (48.2) [#213] <0.86>	D (49.0) [#213] <0.88>	C (32.5) [102] <0.74>
Westbound Approach	C (35.0) [111] <0.67>	D (54.2) [162] <0.78>	D (44.9) [127] <0.57>	D (42.9) [148] <0.63>	D (40.8) [140] <0.63>
Northbound Approach	B (14.6) [80] <0.33>	C (22.6) [112] <0.66>	C (32.9) [397] <0.58>	C (34.9) [417] <0.58>	C (28.3) [284] <0.72>
Southbound Approach	C (21.4) [195] <0.42>	C (27.6) [298] <0.56>	C (27.6) [328] <0.60>	C (28.9) [340] <0.65>	C (24.1) [311] <0.54>
6: Noland Rd & Noland Ct (signalized)					
Overall Intersection	A (1.9)	A (5.4)	B (12.0)	B (12.3)	A (6.0)
Eastbound Approach	A (0.1) [<25] <0.02>	D (41.3) [40] <0.39>	D (44.0) [58] <0.49>	D (41.8) [35] <0.48>	C (35.0) [33] <0.41>
Westbound Approach	A (0.3) [<25] <0.02>	A (1.9) [<25] <0.16>	A (1.6) [<25] <0.14>	A (1.1) [<25] <0.10>	D (39.3) [<25] <0.14>
Northbound Approach	A (0.3) [<25] <0.21>	A (1.2) [<25] <0.38>	A (0.8) [<25] <0.35>	A (1.1) [<25] <0.33>	A (0.8) [<25] <0.35>
Southbound Approach	A (3.2) [66] <0.31>	A (8.3) [179] <0.47>	B (19.8) [446] <0.54>	B (19.8) [395] <0.53>	A (8.7) [219] <0.47>

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
7: Noland Rd & E 37th St (unsignalized)					
Eastbound Approach	C (19.7) [<25] <0.05>	D (31.3) [28] <0.28>	F (61.3) [88] <0.64>	D (31.3) [<25] <0.20>	C (16.4) [<25] <0.12>
Westbound Approach	D (25.1) [28] <0.27>	F (106.0) [88] <0.70>	F (93.6) [63] <0.57>	F (169.7) [70] <0.69>	F (56.7) [38] <0.37>
Northbound Left-Turn	A (9.3) [<25] <0.00>	B (11.5) [<25] <0.01>	B (11.4) [<25] <0.00>	B (12.6) [<25] <0.00>	B (10.5) [<25] <0.01>
Southbound Left-Turn	A (9.2) [<25] <0.03>	B (10.6) [<25] <0.04>	B (10.7) [<25] <0.04>	B (11.6) [<25] <0.05>	B (10.8) [<25] <0.02>
8: Noland Rd & E 39th St (signalized)					
Overall Intersection	See VISSIM results in Table 5	C (27.2)	D (35.6)	See VISSIM results in Table 5	See VISSIM results in Table 5
Eastbound Approach		E (57.0) [#273] <0.83>	F (82.3) [#387] <1.01>		
Westbound Approach		D (42.0) [195] <0.65>	D (44.8) [214] <0.77>		
Northbound Approach		B (14.2) [214] <0.72>	B (14.2) [#221] <0.77>		
Southbound Approach		C (23.0) [313] <0.67>	C (32.8) [465] <0.79>		
9: Noland Rd & Lynn Ct Dr (signalized)					
Overall Intersection	See VISSIM results in Table 5	A (6.9)	A (9.6)	See VISSIM results in Table 5	See VISSIM results in Table 5
Eastbound Approach		B (18.9) [m64] <0.53>	C (31.3) [m102] <0.70>		
Westbound Approach		D (46.9) [m70] <0.42>	D (49.2) [m74] <0.48>		
Northbound Approach		A (3.6) [m104] <0.46>	A (3.9) [87] <0.48>		
Southbound Approach		A (6.0) [86] <0.52>	A (7.1) [95] <0.58>		
10: Noland Rd & I-70 WB Off Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 5	B (16.2)	B (12.5)	See VISSIM results in Table 5	See VISSIM results in Table 5
Westbound Approach		E (59.2) [#277] <0.99>	D (45.0) [#214] <0.87>		
Northbound Approach		A (6.2) [96] <0.36>	A (8.9) [114] <0.40>		
Southbound Approach		A (5.0) [56] <0.42>	A (5.3) [55] <0.45>		
11: Noland Rd & I-70 EB Off Ramp/I-70 EB On Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 5	C (21.4)	B (19.5)	See VISSIM results in Table 5	See VISSIM results in Table 5
Eastbound Approach		D (35.0) [181] <0.73>	C (29.0) [154] <0.71>		
Northbound Approach		C (22.1) [211] <0.50>	C (23.0) [299] <0.63>		
Southbound Approach		B (12.8) [294] <0.55>	A (9.2) [237] <0.52>		

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
12: Noland Rd & E 42nd St (unsignalized)					
Eastbound Approach	See VISSIM results in Table 5	F (72.8) [43] <0.41>	F (83.6) [38] <0.39>	See VISSIM results in Table 5	See VISSIM results in Table 5
Westbound Approach		C (21.2) [28] <0.27>	D (27.5) [40] <0.37>		
Northbound Left-Turn		A (9.8) [<25] <0.01>	B (11.1) [<25] <0.01>		
Southbound Left-Turn		B (11.7) [<25] <0.15>	B (13.5) [<25] <0.17>		
13: Noland Rd & E 42nd Terrace (signalized)					
Overall Intersection	See VISSIM results in Table 5	C (21.4)	C (28.8)	See VISSIM results in Table 5	See VISSIM results in Table 5
Eastbound Approach		D (50.2) [106] <0.53>	E (59.7) [#226] <0.81>		
Westbound Approach		C (29.3) [131] <0.59>	C (32.8) [158] <0.69>		
Northbound Approach		C (21.4) [349] <0.54>	C (27.9) [396] <0.66>		
Southbound Approach		B (15.1) [324] <0.39>	C (21.3) [408] <0.60>		
14: Canterbury Pl & Lynn Court Dr (unsignalized)					
Eastbound Approach	See VISSIM results in Table 5	A (9.4) [<25] <0.08>	A (9.8) [<25] <0.12>	See VISSIM results in Table 5	See VISSIM results in Table 5
Westbound Approach		A (9.4) [<25] <0.05>	A (9.6) [<25] <0.04>		
Northbound Left-Turn		A (4.4) [<25] <0.01>	A (2.8) [<25] <0.01>		
Southbound Left-Turn		A (0.9) [<25] <0.00>	A (0.3) [<25] <0.00>		
15: Lynn Ct Dr & E 39th St (unsignalized)					
Westbound Left-Turn	A (8.1) [<25] <0.01>	A (8.2) [<25] <0.02>	A (9.1) [<25] <0.03>	A (8.6) [<25] <0.02>	A (8.5) [<25] <0.02>
Northbound Approach	B (12.5) [<25] <0.10>	B (13.5) [<25] <0.15>	C (18.5) [28] <0.28>	C (15.7) [<25] <0.24>	C (15.3) [25] <0.25>
16: Canterbury Pl & E 39th St (unsignalized)					
Eastbound Left-Turn	A (8.5) [<25] <0.00>	A (8.1) [<25] <0.01>	A (8.3) [<25] <0.01>	A (8.2) [<25] <0.01>	A (8.1) [<25] <0.01>
Westbound Left-Turn	A (7.8) [<25] <0.02>	A (8.4) [<25] <0.02>	A (9.1) [<25] <0.03>	A (8.7) [<25] <0.02>	A (8.3) [<25] <0.02>
Northbound Approach	B (13.2) [<25] <0.04>	C (20.1) [33] <0.31>	E (36.1) [78] <0.56>	C (22.7) [43] <0.38>	C (17.6) [<25] <0.21>
Southbound Approach	B (13.5) [<25] <0.05>	C (15.9) [<25] <0.10>	C (19.4) [<25] <0.14>	C (15.7) [<25] <0.07>	B (12.7) [<25] <0.05>
17: Hocker Ave & E 39th St (unsignalized)					
Eastbound Left-Turn	A (0.0) [<25] <0.00>	A (8.0) [<25] <0.00>	A (0.0) [<25] <0.00>	A (0.0) [<25] <0.00>	A (8.1) [<25] <0.00>
Westbound Left-Turn	A (7.6) [<25] <0.00>	A (8.2) [<25] <0.00>	A (9.0) [<25] <0.00>	A (8.5) [<25] <0.00>	A (8.2) [<25] <0.00>
Northbound Approach	B (13.8) [<25] <0.05>	C (16.5) [<25] <0.06>	D (29.6) [<25] <0.14>	C (17.8) [<25] <0.07>	C (15.2) [<25] <0.06>
Southbound Approach	A (0.0) [<25] <0.00>	B (10.2) [<25] <0.01>	A (0.0) [<25] <0.00>	C (18.3) [<25] <0.02>	B (10.4) [<25] <0.01>

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
18: Phelps Rd & E 39th St (signalized)					
Overall Intersection	B (19.6)	C (22.2)	C (30.2)	C (25.6)	C (21.1)
Eastbound Approach	C (21.9) [105] <0.25>	C (23.9) [218] <0.51>	D (43.3) [#516] <0.88>	C (33.2) [#391] <0.72>	C (26.4) [277] <0.55>
Westbound Approach	C (20.7) [260] <0.44>	C (22.7) [245] <0.44>	C (26.5) [326] <0.65>	C (24.0) [246] <0.46>	B (19.1) [254] <0.43>
Northbound Approach	B (16.2) [77] <0.17>	B (15.7) [78] <0.17>	B (15.6) [97] <0.24>	B (16.3) [96] <0.23>	B (14.5) [75] <0.14>
Southbound Approach	B (18.7) [48] <0.13>	C (24.5) [103] <0.33>	C (25.6) [115] <0.26>	C (22.9) [98] <0.20>	C (22.5) [71] <0.17>
19: Lee's Summit Rd & E 39th St (signalized)					
Overall Intersection	C (23.7)	C (33.0)	D (38.2)	D (37.3)	C (27.6)
Eastbound Approach	B (16.4) [49] <0.34>	C (31.2) [155] <0.32>	D (43.1) [#302] <0.65>	D (40.6) [262] <0.59>	C (32.0) [#153] <0.63>
Westbound Approach	C (21.9) [153] <0.49>	C (29.6) [272] <0.61>	C (33.4) [272] <0.62>	C (32.4) [253] <0.59>	C (23.2) [213] <0.60>
Northbound Approach	C (21.6) [74] <0.63>	C (22.2) [102] <0.67>	C (24.2) [167] <0.71>	C (24.3) [172] <0.72>	C (23.7) [#165] <0.75>
Southbound Approach	C (33.0) [134] <0.69>	D (53.7) [204] <0.72>	E (55.1) [#302] <0.89>	D (54.2) [#251] <0.88>	D (35.2) [#183] <0.72>
20: Lee's Summit Rd & I-70 WB On-Ramp / I-70 WB Off-Ramp (signalized)					
Overall Intersection		B (16.8)	B (14.1)		
Westbound Approach	See VISSIM results in Table 5	C (26.5) [125] <0.50>	C (27.6) [118] <0.55>	See VISSIM results in Table 5	See VISSIM results in Table 5
Northbound Approach		B (17.2) [213] <0.61>	B (14.7) [194] <0.55>		
Southbound Approach		B (12.2) [121] <0.26>	A (9.1) [139] <0.39>		
21: Lee's Summit Rd & I-70 EB Off-Ramp / I-70 EB On-Ramp (signalized)					
Overall Intersection		C (20.0)	C (20.5)		
Eastbound Approach	See VISSIM results in Table 5	D (36.6) [143] <0.65>	C (33.0) [156] <0.68>	See VISSIM results in Table 5	See VISSIM results in Table 5
Northbound Approach		B (16.2) [142] <0.25>	B (17.2) [175] <0.32>		
Southbound Approach		B (11.6) [186] <0.33>	B (14.4) [286] <0.58>		

Delay presented in seconds per vehicle

- 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles

m - Volume for 95th percentile queue is metered by upstream signal

2024 EXISTING VISSIM TRAFFIC OPERATIONAL ANALYSIS

As previously mentioned, a VISSIM traffic model was also completed to further evaluate conditions during the weekday AM, weekday PM, and Saturday midday peak hours, and provides performance measures as outputs. The LOS criteria for signalized and unsignalized intersections are the same as Table 1. The measures of effectiveness (MOE) reported include levels of service, delay, average queue length, and maximum observed queue length. The delay is reported in seconds per vehicle and the queue is reported in feet.

The 2024 operating conditions from the VISSIM analysis are provided in **Table 5**. It should be noted that the VISSIM model does not include all of the study area intersections but rather reflects conditions along I-70 at the ramp terminals from US 40/Blue Ridge Boulevard to Lee's Summit Road as well as the intersections along Noland Road from 42nd Terrace to 39th Street. The operating conditions depicted by the VISSIM models confirm the acceptable operating conditions within the area studied and that there is available capacity.

The US 40 and I-70 interchange operates acceptably with an overall LOS C or better during all reporting peak periods. Additionally, each approach operates at a LOS C or better.

The I-70 and Noland Road interchange operates at a LOS B or better during all reporting peak periods considered. The queue lengths do extend past the adjacent ramp terminals, which is not uncommon with a tight diamond configuration. However, the southbound queue length on Noland Road from the I-70 ramp terminals does not extend past Lynn Court Drive, and the northbound queue does not extend past 42nd Terrace, indicating that the interchange does operate acceptably. However, the interchange could operate more efficiently with some minor signal timing and offset adjustments.

The current acceleration lane lengths at the I-70 and Noland Road interchange do not meet AASHTO guidelines. As such, it is recommended that the acceleration lanes be extended to provide 1,560 ft in addition to 300 ft for the taper length to comply with AASHTO guidelines, irrespective of the proposed development. It is recognized that the westbound on-ramp may not be able to provide the full acceleration lane length due to the proximity of the railroad bridge crossing. Therefore, it is recommended that the maximum possible length be provided for this acceleration lane prior to impacting the railroad bridge.

The Noland Road corridor also operates acceptably, similar to the Synchro results. The signalized intersections along Noland Road operate with a LOS C or better overall during all reporting peak periods considered. The unsignalized intersections along Noland Road generally operate acceptably.

It should be noted that the southern Hardee's access drive along Noland Road is only 60 ft away from Lynn Court Drive when measured from centerline to centerline. This short distance poses a safety concern for vehicles exiting the Hardee's as oncoming traffic along Noland Road and Lynn Court Drive may be difficult to see prior to completing their movement. Given that there is a second access drive approximately 145 ft north of this southern drive, as well as additional access onto Lynn Court Drive and Canterbury Place, it is recommended that the southern Hardee's access drive along Noland Road be closed, irrespective of the proposed Wally's development.

Lastly, the Lee's Summit interchange also operates favorably with an overall LOS B or better during all three peak periods modeled.

Table 5. 2024 Existing Operating Conditions (VISSIM)

Intersection & Movements	LOS (Delay, sec) [Average Queue, ft] {Max Queue, ft}		
	AM Peak Hour	PM Peak Hour	Sat Midday Hour
1: US 40 & I-70 WB On Ramp / I-70 WB Off-Ramp (signalized)			
Overall Intersection	B (16.0)	C (20.9)	B (16.4)
Westbound Approach	C (20.3) [47] {304}	C (23.7) [54] {324}	B (18.4) [44] {330}
Northbound Approach	B (12.5) [52] {376}	B (16.3) [55] {332}	B (13.8) [48] {315}
Southbound Approach	B (17.1) [27] {212}	C (21.8) [103] {548}	B (16.5) [43] {275}
2: US 40 & I-70 EB Off-Ramp (signalized)			
Overall Intersection	A (7.5)	A (5.8)	A (8.7)
Eastbound Approach	A (8.7) [<25] {82}	B (13.1) [<25] {94}	A (9.4) [<25] {101}
Northbound Approach	A (9.5) [<25] {249}	B (11.1) [<25] {220}	B (14.6) [34] {257}
Southbound Approach	A (1.5) [<25] {89}	A (1.6) [<25] {112}	A (2.4) [<25] {123}
8: Noland Rd & E 39th St (signalized)			
Overall Intersection	C (25.9)	C (28.6)	C (28.9)
Eastbound Approach	C (29.2) [55] {218}	D (51.4) [146] {648}	D (38.0) [93] {351}
Westbound Approach	D (42.1) [137] {455}	D (35.9) [96] {383}	D (38.8) [102] {391}
Northbound Approach	B (14.7) [40] {211}	B (12.0) [79] {313}	B (19.4) [107] {387}
Southbound Approach	C (23.0) [76] {319}	C (33.3) [134] {538}	C (31.1) [124] {503}
9: Noland Rd & Lynn Ct Dr (signalized)			
Overall Intersection	A (9.5)	A (9.5)	A (8.3)
Eastbound Approach	B (13.8) [<25] {107}	C (23.1) [33] {208}	C (22.7) [31] {212}
Westbound Approach	D (36.7) [<25] {142}	D (41.5) [<25] {114}	D (41.9) [<25] {139}
Northbound Approach	A (2.3) [<25] {148}	A (3.7) [27] {227}	A (7.3) [47] {338}
Southbound Approach	B (12.9) [64] {432}	B (12.1) [63] {355}	A (4.9) [26] {201}
10: Noland Rd & I-70 WB Off Ramp (signalized)			
Overall Intersection	B (10.5)	B (11.8)	B (11.9)
Westbound Approach	C (21.8) [<25] {136}	C (24.2) [42] {201}	C (23.2) [48] {234}
Northbound Approach ¹	A (7.4) [<25] {185}	A (6.2) [42] {187}	A (4.8) [<25] {217}
Southbound Approach	A (9.6) [28] {305}	B (12.9) [53] {419}	B (13.2) [65] {423}
11: Noland Rd & I-70 EB Off Ramp/I-70 EB On Ramp (signalized)			
Overall Intersection	B (14.5)	B (18.4)	B (15.1)
Eastbound Approach	C (27.3) [37] {162}	C (32.9) [64] {242}	C (30.4) [62] {283}
Northbound Approach	B (13.8) [<25] {160}	C (22.1) [82] {463}	B (14.6) [42] {350}
Southbound Approach ²	A (8.5) [32] {239}	A (6.0) [32] {228}	A (7.0) [31] {247}
12: Noland Rd & E 42nd St (unsignalized)			
Eastbound Approach	B (13.3) [<25] {45}	D (38.5) [<25] {81}	C (22.6) [<25] {85}

¹ Northbound queues extended to upstream intersection, capping the max queue at ~220ft, actual queues represented by the Northbound Approach at the I-70 EB Off Ramp.

² Southbound queues extended to upstream intersection, capping the max queue at ~240ft, actual queues represented by the Southbound Approach at the I-70 WB Off Ramp.

Intersection & Movements	LOS (Delay, sec) [Average Queue, ft] {Max Queue, ft}		
	AM Peak Hour	PM Peak Hour	Sat Midday Hour
Westbound Approach	A (6.9) [<25] {81}	B (13.2) [<25] {111}	B (10.7) [<25] {105}
Northbound Left-Turn	A (3.8) [<25] {41}	B (10.9) [<25] {145}	B (10.1) [<25] {165}
Southbound Left-Turn	A (5.1) [<25] {146}	A (7.5) [<25] {163}	A (9.6) [<25] {217}
13: Noland Rd & E 42nd Terrace (signalized)			
Overall Intersection	A (6.6)	B (18.8)	B (12.6)
Eastbound Approach	D (39.0) [<25] {127}	D (43.3) [47] {241}	D (40.6) [27] {157}
Westbound Approach	C (24.7) [<25] {106}	C (26.6) [49] {219}	C (25.1) [41] {190}
Northbound Approach	A (5.1) [<25] {159}	B (19.0) [74] {425}	B (13.2) [49] {334}
Southbound Approach	A (2.3) [<25] {141}	B (12.0) [56] {328}	A (6.4) [25] {231}
14: Canterbury Pl & Lynn Court Dr (unsignalized)			
Eastbound Approach	A (5.6) [<25] {43}	A (5.9) [<25] {79}	A (6.2) [<25] {67}
Westbound Approach	A (6.0) [<25] {65}	A (6.4) [<25] {43}	A (6.2) [<25] {70}
Northbound Left-Turn	A (0.0) [<25] {<25}	A (0.3) [<25] {<25}	A (0.2) [<25] {<25}
Southbound Left-Turn	A (0.3) [<25] {<25}	A (0.6) [<25] {<25}	A (0.6) [<25] {<25}
20: Lee's Summit Rd & I-70 WB On-Ramp / I-70 WB Off-Ramp (signalized)			
Overall Intersection	A (9.8)	B (12.7)	B (11.6)
Westbound Approach	B (15.4) [<25] {179}	C (20.1) [32] {199}	B (16.6) [27] {192}
Northbound Approach	A (6.0) [<25] {184}	B (12.8) [59] {284}	A (7.7) [26] {234}
Southbound Approach	B (10.9) [<25] {147}	A (10.0) [<25] {168}	B (14.4) [28] {168}
21: Lee's Summit Rd & I-70 EB Off-Ramp / I-70 EB On-Ramp (signalized)			
Overall Intersection	B (14.3)	B (17.5)	B (14.1)
Eastbound Approach	B (16.0) [<25] {112}	C (29.2) [58] {233}	B (17.2) [32] {155}
Northbound Approach	A (8.3) [<25] {117}	B (14.5) [29] {205}	B (12.6) [25] {178}
Southbound Approach	B (19.8) [75] {220}	B (11.7) [60] {292}	B (13.4) [69] {242}

2024 EXISTING CRASH ANALYSIS

Historical crash data was compiled from the MoDOT statewide database for the most current 5-year period. Five years of historical data is considered best practice as it captures a meaningful amount of data that occurred under similar conditions. Shorter time spans can show too little data to draw conclusions while datasets beyond 5 years can misrepresent conditions as roadway conditions and surrounding developments exhibit greater change beyond this time frame. This analysis utilizes crashes between 2019 and 2023 as they are the most recent complete 5 years of data.

The study area for safety analysis includes mainline I-70 and its ramp terminals within the study area as well as Noland Road between 42nd Terrace and 39th Street (same study area as the VISSIM model). The crash data collected was analyzed for trends in year-to-year crash frequency, severity distribution, crash classification, and more to illustrate the existing safety conditions and quantify trends in safety in the study area.

Table 6 below shows the crash severity in the study area by year. As shown, there were 1,082 total crashes in the study area between 2019 and 2023. Of these crashes, 4 resulted in fatalities, 31 resulted in suspected serious injuries, 269 resulted in minor injuries, and 778 resulted in property damage only.

From year to year, the total crashes ranged from a low in 2022 of 201 crashes to a high of 230 crashes in 2019.

Table 6. Crash Severity by Year

Crash Severity	Year					Total
	2019	2020	2021	2022	2023	
Fatal	1	0		1	2	4
Suspected Serious Injury	12	3	5	6	5	31
Minor Injury	59	69	54	42	45	269
Property Damage Only	158	133	163	152	172	778
Grand Total	230	205	222	201	224	1,082

A crash density map of the study area is shown below in **Figure 5** while a map of severe injury and fatal crashes is presented in **Figure 6**. As shown, there is a strong concentration of crash density at the I-70 and Noland Road interchange. Of the 31 total suspected serious injury crashes in the study area, six of them occurred at the ramp terminals at the I-70 and Noland Road interchange. Other areas of frequent severe injury crashes include I-70 to the east and west of the Highway 40, both areas of which experienced six suspected severe injury crashes in the 5-year analysis period.

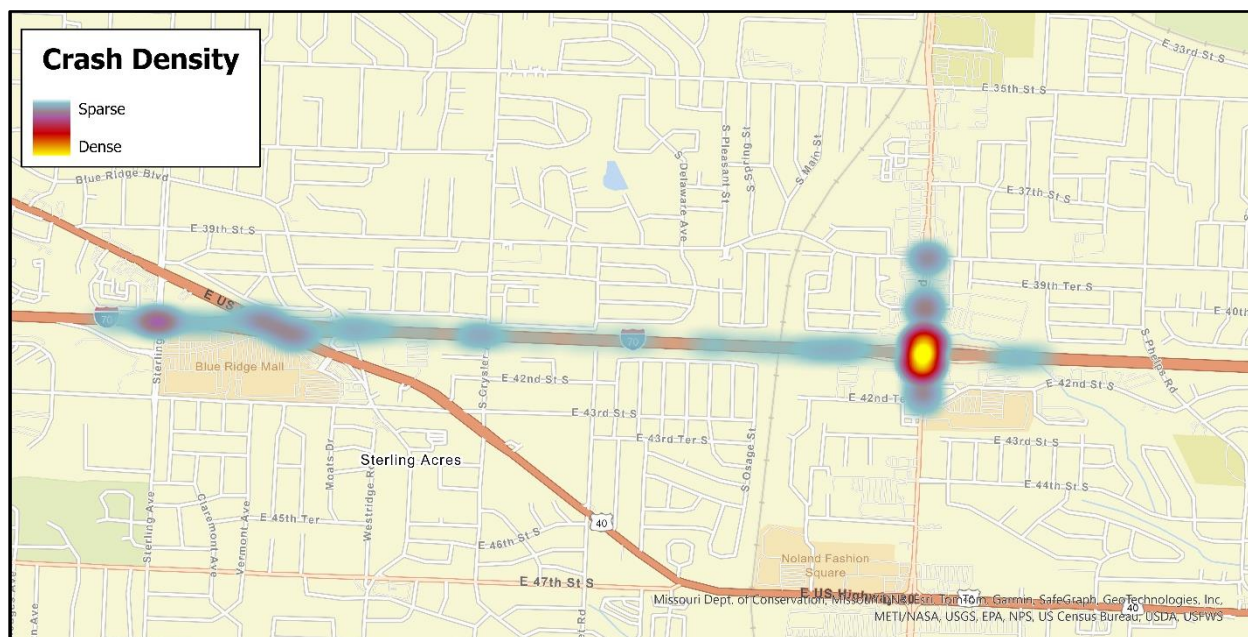


Figure 5. Crash Density within the Study Area

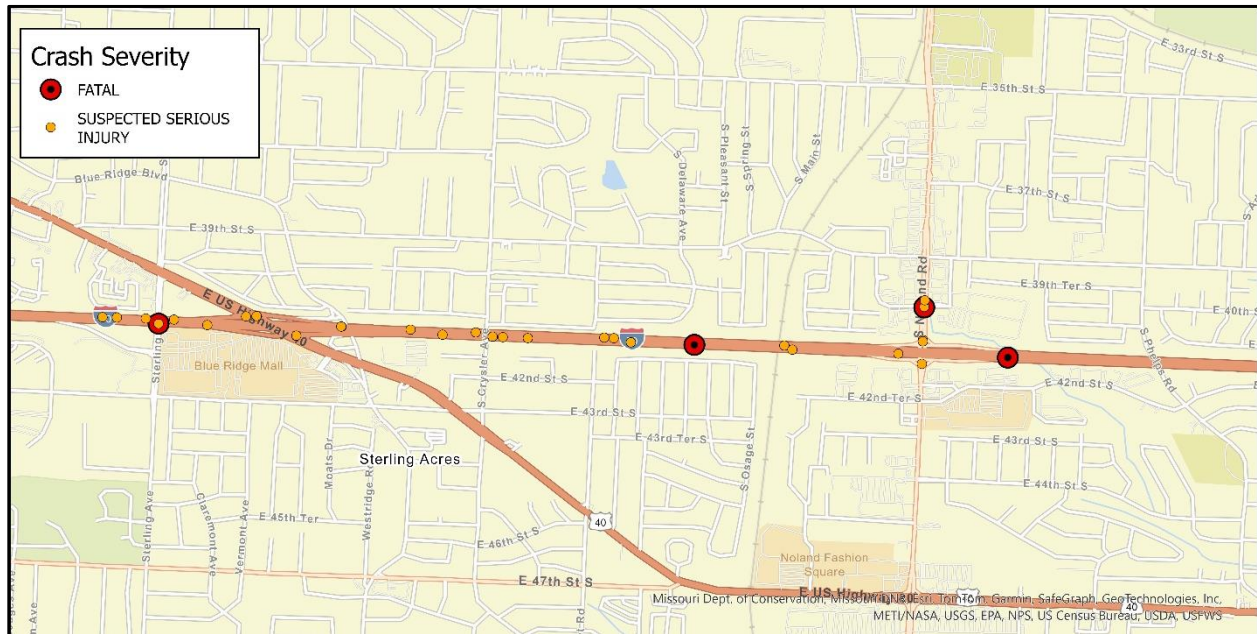


Figure 6. Locations Of Fatal & Suspected Serious Injury Crashes

There were four fatal crashes that occurred in the study area from 2019 to 2023. One occurred on eastbound I-70 near the Sterling Avenue bridge, one occurred on eastbound I-70 between Highway 40 and Noland Road, one occurred on eastbound I-70 at the eastbound on-ramp from Noland Road, and one occurred at the intersection of Noland Road and Lynn Court. Three of these four fatal crashes involved pedestrians. The fourth fatality was attributable to a rear end crash. The crash reports for these fatal crashes were acquired in order to gain any further contributing reasons to the conditions of the crashes. 2 of the 3 pedestrian crashes were due to a vehicle striking a pedestrian who was present in the center lanes of I-70. The third occurred at the intersection of Noland Road and Lynn Court where a pedestrian was struck by a vehicle outside of a marked crossing. The rear end fatal crash was due to a driver stopped on I-70 from vehicle issues. The driver was struck while outside the vehicle. The narratives of these crashes suggest the fatal crashes were due to extraneous factors and not indicative of crashes caused by roadway and intersection design.

Another important factor to consider is the classification or type of crashes that are occurring on the existing roadway.

Table 7 summarizes the crash classifications by severity in the study area. As shown, the most common crash type in the study area is a rear end crash with 451 total crashes. This accounts for nearly 42% of crashes that occurred in the study area, predominantly occurring along I-70. Rear end crashes are often indicative of congestion on roadways with start and stop traffic and often occur at intersections. In this study area, the rear end crashes are largely concentrated at the merge and diverge points of the on and off ramps on I-70. However, there is also a strong concentration of rear end crashes along the length of Noland Road, indicating traffic congestion is playing into these occurrences. Other common crashes in the study area include Passing, most of which occur on I-70 near on and off ramps, Out of Control crashes which accounted for 101 of the total crashes, and Left Turn and Left Turn, Right Angle which account for 74 and 71 crashes respectively.

Table 7. Crash Classification by Crash Severity

Crash Classification	Severity				Total
	Fatal	Suspected Serious Injury	Minor Injury	Property Damage Only	
Rear End	1	11	114	325	451
Passing	0	6	25	165	196
Out of Control	0	4	41	56	101
Left Turn	0	2	24	48	74
Left Turn, Right Angle	0	2	14	55	71
Head On	0	2	9	24	35
Right Angle	0	1	10	23	34
Changing Lane	0	1	6	20	27
Other	0	0	6	17	23
Right Turn, Right Angle	0	0	2	14	16
Pedestrian	3	2	4	1	10
Sideswipe	0	0	4	6	10
Dual Lefts Collide	0	0	4	2	6
Parking or Parked Car	0	0	1	5	6
Right Turn	0	0	0	5	5
Debris	0	0	0	4	4
Pedalcycle	0	0	4	0	4
U-Turn	0	0	1	3	4
Fixed Object	0	0	0	3	3
Angle	0	0	0	1	1
Deer	0	0	0	1	1
Grand Total	4	31	269	778	1082

Other factors to consider include roadway conditions in the study area at the time of crashes. Higher concentrations of crashes under poor weather conditions can be indicative of subpar physical conditions of the roadway and roadway alignment. Instances of higher crashes in unlight areas can also indicate a need for better nighttime lighting. **Table 8** summarizes the number of crashes under various weather conditions while **Table 9** summarizes the number of crashes under various lighting conditions. As shown, a vast majority of crashes occur under favorable conditions with approximately 8% of crash occurring under rainy weather. Additionally, a vast majority of crashes occur under favorable lighting conditions as 91% of crashes occurred under daylight or street light conditions. It is important to note three of the fatal crashes in the area occurred under dark without street light condition. Two of these three fatal crashes involved pedestrians.

Table 8. Weather Conditions during Crashes

Weather Conditions during Crashes	Crash Severity				Total
	Fatal	Suspected Serious Injury	Minor Injury	Property Damage Only	
Clear	4	20	193	559	776
Cloudy	0	7	47	123	177
Rain	0	2	18	65	85
Snow	0	1	8	20	29
Unknown	0	0	1	5	6
Freezing	0	0	0	4	4
Sleet	0	0	2	1	3
Fog/Mist	0	0	0	1	1
Other	0	1	0	0	1
Grand Total	4	31	269	778	1082

Table 9. Lighting Conditions during Crashes

Lighting Conditions during Crashes	Crash Severity				Total
	Fatal	Suspected Serious Injury	Minor Injury	Property Damage Only	
Daylight	0	18	199	596	813
Dark w/ Street Lights On	1	7	42	119	169
Dark w/ Street Lights Off	3	6	27	62	98
Dark – Unknown	0	0	1	1	2
Grand Total	4	31	269	778	1082

2026 NO-BUILD CONDITIONS

The year 2026 was selected as the project's construction year. The 2026 No-Build conditions analysis is intended to reflect conditions within the study area while accounting for a 2-year increase in "background" traffic. No modifications were made to the lane configurations.

In order to evaluate traffic conditions through the year 2026, it was necessary to forecast the anticipated growth within the study area based on a 2-year increase in "background" traffic resulting from increasing population and commercial and employment growth in the City of Independence.

An annual background growth rate of 0.35% for the overall study area as well as the I-70 Corridor was established based on a thorough review of historical traffic data, projections from the Mid-America Regional Council (MARC) Regional Travel Demand Forecast Model, and forecasts from the 'Improve I-70' project. This proposed background growth rate was reviewed and approved by MoDOT and the City of Independence. Using this 0.35% growth rate, the 2024 existing traffic volumes were projected forward to 2026 to develop the 2026 No-Build traffic volumes, which are included in **Appendix B**.

2026 NO-BUILD SYNCHRO TRAFFIC OPERATIONAL ANALYSIS

The 2026 No-Build operating conditions were evaluated using the same methodology as the 2024 Existing Conditions and are summarized in **Table 10**. It should again be noted that Synchro results are only shown for the study intersections not included within the VISSIM model, as requested by MoDOT, given the higher confidence level in the VISSIM results.

As shown, per the Synchro analysis the operational issues and delays observed in the 2024 Existing conditions are anticipated to degrade slightly by 2026 due to growth in background traffic.

The US 40 and I-70 interchange is expected to perform at LOS D or better overall during the Truman HS and Elementary School dismissal peak hours. It should be noted that the southbound approach at the westbound ramps and the eastbound approach at the eastbound ramps are expected to be over capacity during the Elementary School dismissal peak hour.

The Noland Road corridor (35th Street to 42nd Terrace) is also expected to operate at an overall LOS D or better at signalized intersections, while most unsignalized intersections function adequately. The westbound approach at 37th Street is expected to operate at a LOS F during all peak periods except for the AM peak period. The eastbound approach at E 42nd Street is expected to experience a LOS F during the Truman HS and Elementary School dismissal. At unsignalized intersections along arterials, LOS F is not uncommon. Both 37th Street and 42nd Street intersections maintain acceptable queue lengths and capacity. As previously stated, consideration could be given towards restricting the eastbound and westbound approaches of 42nd Street to right-in/right-out only as vehicles are able to easily divert to the signalized intersection of 42nd Terrace, which has ample capacity. However, this suggestion was not reflected in the analysis since this restriction would be at the discretion of MoDOT and/or the City of Independence.

Canterbury Place and Lynn Court Drive is expected to operate at LOS A for each approach during the two reporting periods (other periods reported via VISSIM). In fact, most of the approaches at the

unsignalized intersections along E 39th Street would be expected to perform at LOS D or better, with the exception of the northbound approach at Canterbury Place and E 39th Street during the Elementary School Dismissal period, which is expected to operate at a LOS E. However, the v/c ratio at this approach is 0.56, indicating that it has sufficient capacity.

The signalized intersections along 39th Street at Phelps Road and Lee's Summit Road at E 39th Street operate at an overall LOS C and LOS D or better and show adequate capacity.

Lastly, the I-70 and Lee's Summit Road interchange is also expected to continue to operate acceptably with an overall LOS C or better for both ramp terminals during the two reporting peak hours (other periods reported via VISSIM). The queues do not extend past the interchange into other intersections and the v/c ratios indicate that there is surplus capacity at this interchange.

Overall, it was concluded that there is adequate capacity at the intersections included in the study area through the year 2026.

Table 10. 2026 No-Build Operating Conditions (Synchro)

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
1: US 40 & I-70 WB On Ramp / I-70 WB Off-Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 11	C (27.1)	D (41.7)	See VISSIM results in Table 11	See VISSIM results in Table 11
Westbound Approach		C (30.7) [#335] <0.83>	C (29.3) [#330] <0.82>		
Northbound Approach		C (25.8) [#330] <0.90>	C (21.8) [#300] <0.89>		
Southbound Approach		C (25.3) [290] <0.66>	E (56.4) [#729] <1.01>		
2: US 40 & I-70 EB Off-Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 11	B (16.0)	C (26.1)	See VISSIM results in Table 11	See VISSIM results in Table 11
Eastbound Approach		B (14.3) [42] <0.66>	E (66.2) [~96] <1.02>		
Northbound Approach		C (21.4) [250] <0.42>	C (31.4) [255] <0.54>		
Southbound Approach		B (12.3) [m140] <0.46>	B (10.3) [195] <0.65>		
3: Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at WB ramp to US 40 (unsignalized)					
Overall Intersection	Intersection has no conflicting movements				
4: Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at EB 70 loop (unsignalized)					
Overall Intersection	Intersection has no conflicting movements				
5: Noland Rd & E 35th St (signalized)					
Overall Intersection	C (24.5)	C (32.6)	D (36.2)	D (36.8)	C (29.3)
Eastbound Approach	D (36.4) [92] <0.56>	D (38.9) [133] <0.80>	D (48.5) [#218] <0.87>	D (49.0) [#214] <0.88>	C (32.6) [103] <0.74>
Westbound Approach	D (35.1) [112] <0.68>	D (54.2) [164] <0.78>	D (44.8) [128] <0.58>	D (42.9) [148] <0.64>	D (40.8) [141] <0.64>
Northbound Approach	B (14.6) [81] <0.33>	C (22.7) [112] <0.66>	C (33.1) [400] <0.58>	D (35.0) [420] <0.59>	C (28.5) [287] <0.72>
Southbound Approach	C (21.4) [196] <0.42>	C (27.8) [301] <0.57>	C (27.9) [331] <0.61>	C (29.1) [343] <0.66>	C (24.2) [314] <0.54>
6: Noland Rd & Noland Ct (signalized)					
Overall Intersection	A (1.9)	A (5.4)	B (12.0)	B (13.0)	A (6.0)
Eastbound Approach	A (0.1) [<25] <0.02>	D (41.3) [40] <0.39>	D (44.0) [58] <0.49>	D (43.4) [39] <0.51>	C (35.0) [33] <0.41>
Westbound Approach	A (0.3) [<25] <0.02>	A (1.9) [<25] <0.16>	A (1.6) [<25] <0.14>	A (1.3) [<25] <0.12>	D (39.3) [<25] <0.14>
Northbound Approach	A (0.3) [<25] <0.21>	A (1.2) [<25] <0.39>	A (0.8) [<25] <0.35>	A (1.2) [<25] <0.37>	A (0.8) [<25] <0.35>
Southbound Approach	A (3.2) [66] <0.32>	A (8.3) [181] <0.48>	B (19.7) [450] <0.54>	C (21.0) [456] <0.60>	A (8.8) [221] <0.48>

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
7: Noland Rd & E 37th St (unsignalized)					
Eastbound Approach	C (19.9) [<25] <0.05>	D (32.0) [28] <0.28>	F (63.7) [90] <0.65>	D (32.5) [<25] <0.21>	C (16.5) [<25] <0.12>
Westbound Approach	D (25.4) [28] <0.27>	F (108.3) [88] <0.70>	F (101.8) [68] <0.60>	F (181.9) [73] <0.72>	F (59.0) [40] <0.38>
Northbound Left-Turn	A (9.3) [<25] <0.00>	B (11.5) [<25] <0.01>	B (11.4) [<25] <0.00>	B (12.7) [<25] <0.01>	B (10.5) [<25] <0.01>
Southbound Left-Turn	A (9.2) [<25] <0.03>	B (10.7) [<25] <0.04>	B (10.7) [<25] <0.04>	B (11.7) [<25] <0.05>	B (10.8) [<25] <0.02>
8: Noland Rd & E 39th St (signalized)					
Overall Intersection	See VISSIM results in Table 11	C (27.4)	D (35.9)	See VISSIM results in Table 11	See VISSIM results in Table 11
Eastbound Approach		E (57.4) [#273] <0.83>	F (83.6) [#388] <1.02>		
Westbound Approach		D (42.1) [196] <0.66>	D (44.9) [215] <0.77>		
Northbound Approach		B (14.3) [218] <0.73>	B (14.4) [#223] <0.77>		
Southbound Approach		C (23.3) [321] <0.68>	C (32.9) [468] <0.80>		
9: Noland Rd & Lynn Ct Dr (signalized)					
Overall Intersection	See VISSIM results in Table 11	A (6.9)	A (9.5)	See VISSIM results in Table 11	See VISSIM results in Table 11
Eastbound Approach		B (18.8) [m63] <0.53>	C (31.2) [m102] <0.70>		
Westbound Approach		D (47.0) [m69] <0.42>	D (49.2) [m74] <0.48>		
Northbound Approach		A (3.6) [m105] <0.47>	A (3.9) [88] <0.49>		
Southbound Approach		A (6.1) [87] <0.53>	A (7.1) [96] <0.59>		
10: Noland Rd & I-70 WB Off Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 11	B (16.5)	B (12.6)	See VISSIM results in Table 11	See VISSIM results in Table 11
Westbound Approach		E (60.7) [#281] <0.99>	D (45.6) [#220] <0.87>		
Northbound Approach		A (6.2) [100] <0.36>	A (8.9) [115] <0.40>		
Southbound Approach		A (5.0) [57] <0.42>	A (5.3) [56] <0.45>		
11: Noland Rd & I-70 EB Off Ramp/I-70 EB On Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 11	C (21.3)	B (19.4)	See VISSIM results in Table 11	See VISSIM results in Table 11
Eastbound Approach		D (35.1) [183] <0.73>	C (29.0) [153] <0.71>		
Northbound Approach		C (21.9) [207] <0.50>	C (22.9) [296] <0.63>		
Southbound Approach		B (12.6) [290] <0.55>	A (9.2) [236] <0.53>		

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
12: Noland Rd & E 42nd St (unsignalized)					
Eastbound Approach	See VISSIM results in Table 11	F (76.6) [43] <0.43>	F (83.6) [38] <0.39>	See VISSIM results in Table 11	See VISSIM results in Table 11
Westbound Approach		C (21.8) [28] <0.28>	D (27.7) [40] <0.37>		
Northbound Left-Turn		A (9.9) [<25] <0.01>	B (11.1) [<25] <0.01>		
Southbound Left-Turn		B (11.8) [<25] <0.15>	B (13.6) [<25] <0.17>		
13: Noland Rd & E 42nd Terrace (signalized)					
Overall Intersection	See VISSIM results in Table 11	C (21.6)	C (28.9)	See VISSIM results in Table 11	See VISSIM results in Table 11
Eastbound Approach		D (50.5) [107] <0.54>	E (60.0) [#227] <0.81>		
Westbound Approach		C (29.3) [132] <0.59>	C (32.9) [159] <0.69>		
Northbound Approach		C (21.8) [355] <0.54>	C (28.2) [402] <0.67>		
Southbound Approach		B (15.2) [327] <0.39>	C (21.3) [410] <0.60>		
14: Canterbury Pl & Lynn Court Dr (unsignalized)					
Eastbound Approach	See VISSIM results in Table 11	A (9.4) [<25] <0.08>	A (9.8) [<25] <0.12>	See VISSIM results in Table 11	See VISSIM results in Table 11
Westbound Approach		A (9.4) [<25] <0.05>	A (9.6) [<25] <0.04>		
Northbound Left-Turn		A (7.3) [<25] <0.01>	A (7.4) [<25] <0.01>		
Southbound Left-Turn		A (7.2) [<25] <0.00>	A (7.3) [<25] <0.00>		
15: Lynn Ct Dr & E 39th St (unsignalized)					
Westbound Left-Turn	A (8.1) [<25] <0.01>	A (8.3) [<25] <0.02>	A (9.2) [<25] <0.03>	A (8.6) [<25] <0.02>	A (8.6) [<25] <0.02>
Northbound Approach	B (12.5) [<25] <0.10>	B (13.5) [<25] <0.15>	C (18.6) [28] <0.28>	C (15.7) [<25] <0.24>	C (15.4) [25] <0.25>
16: Canterbury Pl & E 39th St (unsignalized)					
Eastbound Left-Turn	A (8.5) [<25] <0.00>	A (8.1) [<25] <0.01>	A (8.3) [<25] <0.01>	A (8.1) [<25] <0.01>	A (8.2) [<25] <0.01>
Westbound Left-Turn	A (7.8) [<25] <0.02>	A (8.4) [<25] <0.02>	A (9.1) [<25] <0.03>	A (8.7) [<25] <0.02>	A (8.3) [<25] <0.02>
Northbound Approach	B (13.3) [<25] <0.04>	C (20.2) [33] <0.32>	E (36.9) [78] <0.56>	C (23.0) [45] <0.39>	C (17.7) [<25] <0.21>
Southbound Approach	B (13.5) [<25] <0.05>	C (16.0) [<25] <0.10>	C (19.6) [<25] <0.14>	C (15.7) [<25] <0.07>	B (12.7) [<25] <0.05>
17: Hocker Ave & E 39th St (unsignalized)					
Eastbound Left-Turn	A (0.0) [<25] <0.00>	A (8.0) [<25] <0.00>	A (0.0) [<25] <0.00>	A (0.0) [<25] <0.00>	A (8.1) [<25] <0.00>
Westbound Left-Turn	A (7.6) [<25] <0.00>	A (8.3) [<25] <0.00>	A (9.1) [<25] <0.00>	A (8.5) [<25] <0.00>	A (8.2) [<25] <0.00>
Northbound Approach	B (13.9) [<25] <0.05>	C (16.5) [<25] <0.06>	D (30.0) [<25] <0.14>	C (17.9) [<25] <0.07>	C (15.3) [<25] <0.06>
Southbound Approach	A (0.0) [<25] <0.00>	B (10.2) [<25] <0.01>	A (0.0) [<25] <0.00>	C (18.4) [<25] <0.02>	B (10.4) [<25] <0.01>

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
18: Phelps Rd & E 39th St (signalized)					
Overall Intersection	B (19.6)	C (22.3)	C (30.4)	C (25.8)	C (21.2)
Eastbound Approach	C (22.0) [106] <0.25>	C (24.0) [218] <0.51>	D (43.9) [#521] <0.88>	C (33.6) [#397] <0.73>	C (26.5) [280] <0.55>
Westbound Approach	C (20.7) [261] <0.44>	C (22.7) [247] <0.45>	C (26.6) [327] <0.65>	C (24.1) [247] <0.47>	B (19.1) [255] <0.44>
Northbound Approach	B (16.3) [78] <0.18>	B (15.9) [78] <0.17>	B (15.7) [98] <0.24>	B (16.4) [97] <0.24>	B (14.5) [76] <0.14>
Southbound Approach	B (18.7) [48] <0.13>	C (24.6) [104] <0.34>	C (25.7) [117] <0.26>	C (23.1) [99] <0.20>	C (22.5) [71] <0.17>
19: Lee's Summit Rd & E 39th St (signalized)					
Overall Intersection	C (23.8)	C (33.1)	D (38.4)	D (37.4)	C (27.7)
Eastbound Approach	B (16.5) [50] <0.35>	C (31.3) [157] <0.32>	D (43.3) [#307] <0.66>	D (40.8) [264] <0.59>	C (32.4) [#155] <0.64>
Westbound Approach	C (21.9) [154] <0.50>	C (29.7) [274] <0.61>	C (33.5) [274] <0.62>	C (32.5) [256] <0.59>	C (23.3) [216] <0.60>
Northbound Approach	C (21.7) [74] <0.64>	C (22.3) [103] <0.68>	C (24.5) [170] <0.71>	C (24.5) [172] <0.72>	C (23.7) [#167] <0.75>
Southbound Approach	C (33.0) [135] <0.69>	D (53.7) [205] <0.73>	E (55.3) [#307] <0.90>	D (54.2) [#253] <0.88>	D (35.2) [#184] <0.73>
20: Lee's Summit Rd & I-70 WB On-Ramp / I-70 WB Off-Ramp (signalized)					
Overall Intersection		B (17.0)	B (14.2)		
Westbound Approach	See VISSIM results in Table 11	C (26.6) [126] <0.51>	C (27.9) [120] <0.55>	See VISSIM results in Table 11	See VISSIM results in Table 11
Northbound Approach		B (17.5) [214] <0.62>	B (14.9) [195] <0.55>		
Southbound Approach		B (12.2) [122] <0.26>	A (9.1) [141] <0.40>		
21: Lee's Summit Rd & I-70 EB Off-Ramp / I-70 EB On-Ramp (signalized)					
Overall Intersection		C (20.1)	C (20.6)		
Eastbound Approach	See VISSIM results in Table 11	D (36.6) [144] <0.65>	C (33.2) [157] <0.68>	See VISSIM results in Table 11	See VISSIM results in Table 11
Northbound Approach		B (16.4) [143] <0.26>	B (17.4) [178] <0.32>		
Southbound Approach		B (11.6) [187] <0.34>	B (14.5) [289] <0.58>		

Delay presented in seconds per vehicle

- 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles

m – Volume for 95th percentile queue is metered by upstream signal

2026 NO-BUILD VISSIM TRAFFIC OPERATIONAL ANALYSIS

The 2026 No-Build operating conditions evaluated using VISSIM are summarized in **Table 11**. The operating conditions generally agree with those shown in the 2024 Existing conditions, showing that the roadway network will have available capacity into the year 2026. The LOS criteria for signalized and unsignalized intersections are the same as Table 1. The measures of effectiveness (MOE) reported include levels of service, delay, average queue length, and maximum observed queue length. The delay is reported in seconds per vehicle and the queue is reported in feet.

It should again be noted that the VISSIM model does not include all of the study area intersections but rather reflects conditions along I-70 at the ramp terminals from US 40/Blue Ridge Boulevard to Lee's Summit Road as well as the intersections along Noland Road from 42nd Terrace to 39th Street. The operating conditions depicted by the VISSIM models confirm the acceptable operating conditions within the area studied and that there is available capacity.

The US 40 and I-70 interchange is expected to operate acceptably with an overall LOS C or better during all reporting peak periods. Additionally, each approach is expected to operate at a LOS D or better.

The I-70 and Noland Road interchange is expected to operate at a LOS B or better (with individual approaches all operating at LOS D or better) during all reporting peak periods considered. The queue lengths do extend past the adjacent ramp terminals, which is not uncommon with a tight diamond configuration. However, the southbound queue length on Noland Road from the I-70 ramp terminals does not extend past Lynn Court Drive, and the northbound queue does not extend past 42nd Terrace, indicating that the interchange does operate reasonably. However, the interchange could operate more efficiently with some minor signal timing and offset adjustments.

The Noland Road corridor also operates acceptably, similar to the Synchro results. The signalized intersections along Noland Road operate with a LOS C or better overall during all reporting peak periods considered. The unsignalized intersections along Noland Road generally operate acceptably.

Lastly, the Lee's Summit interchange also operates favorably with an overall LOS B or better during all three peak periods modeled, with all individual approaches operating at a LOS C or better.

Table 11. 2026 No-Build Operating Conditions (VISSIM)

Intersection & Movements	LOS (Delay, sec) [Average Queue, ft] {Max Queue, ft}		
	AM Peak Hour	PM Peak Hour	Sat Midday Hour
1: US 40 & I-70 WB On Ramp / I-70 WB Off-Ramp (signalized)			
Overall Intersection	B (13.3)	B (19.1)	B (16.4)
Westbound Approach	B (19.7) [44] {296}	C (21.4) [48] {304}	B (18.3) [49] {377}
Northbound Approach	A (5.9) [<25] {333}	B (10.1) [28] {295}	B (12.6) [45] {298}
Southbound Approach	B (19.5) [32] {213}	C (22.2) [107] {580}	B (17.7) [46] {274}
2: US 40 & I-70 EB Off-Ramp (signalized)			
Overall Intersection	B (15.6)	B (12.0)	B (13.3)
Eastbound Approach	A (8.8) [<25] {86}	B (13.3) [<25] {96}	A (9.6) [<25] {99}
Northbound Approach	B (17.8) [53] {313}	C (30.7) [74] {329}	B (19.0) [46] {256}
Southbound Approach	B (14.2) [25] {191}	A (1.8) [<25] {113}	A (9.6) [33] {239}

Intersection & Movements	LOS (Delay, sec) [Average Queue, ft] {Max Queue, ft}		
	AM Peak Hour	PM Peak Hour	Sat Midday Hour
Northbound Approach	B (17.8) [53] {313}	C (30.7) [74] {329}	B (19.0) [46] {256}
Southbound Approach	B (14.2) [25] {191}	A (1.8) [<25] {113}	A (9.6) [33] {239}
8: Noland Rd & E 39th St (signalized)			
Overall Intersection	C (26.2)	C (28.6)	C (28.9)
Eastbound Approach	C (29.8) [58] {214}	D (52.4) [154] {667}	D (37.8) [94] {349}
Westbound Approach	D (43.0) [136] {446}	D (35.5) [94] {372}	D (38.1) [100] {396}
Northbound Approach	B (14.8) [40] {233}	B (11.8) [78] {302}	B (19.3) [106] {367}
Southbound Approach	C (23.2) [77] {311}	C (33.1) [133] {541}	C (31.8) [127] {504}
9: Noland Rd & Lynn Ct Dr (signalized)			
Overall Intersection	A (9.5)	A (9.5)	A (8.5)
Eastbound Approach	B (13.8) [<25] {107}	C (23.4) [34] {236}	C (23.1) [31] {232}
Westbound Approach	C (34.5) [<25] {127}	D (39.0) [<25] {115}	D (39.1) [<25] {144}
Northbound Approach	A (2.3) [<25] {146}	A (3.8) [27] {233}	A (7.5) [48] {352}
Southbound Approach	B (13.1) [64] {429}	B (12.0) [63] {333}	A (5.0) [26] {226}
10: Noland Rd & I-70 WB Off Ramp (signalized)			
Overall Intersection	B (10.6)	B (12.0)	B (12.4)
Westbound Approach	C (22.6) [25] {153}	C (24.1) [43] {274}	C (22.9) [48] {260}
Northbound Approach ³	A (7.3) [<25] {186}	A (6.5) [43] {181}	A (5.0) [<25] {212}
Southbound Approach	A (9.7) [29] {308}	B (13.1) [54] {412}	B (14.6) [79] {457}
11: Noland Rd & I-70 EB Off Ramp/I-70 EB On Ramp (signalized)			
Overall Intersection	B (14.7)	B (18.5)	B (15.0)
Eastbound Approach	C (27.3) [38] {171}	C (33.8) [66] {252}	C (31.1) [63] {273}
Northbound Approach	B (14.0) [<25] {164}	C (22.1) [83] {469}	B (14.1) [40] {361}
Southbound Approach ⁴	A (8.7) [36] {245}	A (5.9) [32] {236}	A (6.9) [30] {255}
12: Noland Rd & E 42nd St (unsignalized)			
Eastbound Approach	B (13.5) [<25] {44}	E (42.4) [<25] {92}	C (23.1) [<25] {81}
Westbound Approach	A (7.0) [<25] {90}	B (14.0) [<25] {131}	B (10.5) [<25] {94}
Northbound Left-Turn	A (3.4) [<25] {52}	A (6.5) [<25] {171}	A (6.3) [<25] {122}
Southbound Left-Turn	A (3.0) [<25] {86}	A (6.4) [<25] {169}	B (10.1) [<25] {191}
13: Noland Rd & E 42nd Terrace (signalized)			
Overall Intersection	A (6.7)	B (19.1)	B (13.1)
Eastbound Approach	D (37.2) [<25] {124}	D (43.9) [48] {244}	D (40.7) [27] {158}
Westbound Approach	C (23.5) [<25] {98}	C (26.4) [49] {224}	C (25.7) [42] {194}
Northbound Approach	A (5.4) [<25] {157}	B (19.5) [76] {450}	B (14.0) [52] {375}
Southbound Approach	A (2.6) [<25] {145}	B (12.0) [56] {332}	A (6.7) [25] {205}
14: Canterbury Pl & Lynn Court Dr (unsignalized)			
Eastbound Approach	A (5.2) [<25] {46}	A (5.7) [<25] {80}	A (6.0) [<25] {69}
Westbound Approach	A (6.0) [<25] {60}	A (6.4) [<25] {43}	A (6.3) [<25] {70}
Northbound Left-Turn	A (0.0) [<25] {<25}	A (0.2) [<25] {<25}	A (0.4) [<25] {<25}
Southbound Left-Turn	A (0.5) [<25] {<25}	A (0.3) [<25] {<25}	A (0.6) [<25] {<25}
20: Lee's Summit Rd & I-70 WB On-Ramp / I-70 WB Off-Ramp (signalized)			
Overall Intersection	A (9.8)	B (12.7)	B (11.9)

³ Northbound queues extended to upstream intersection, capping the max queue at ~220ft, actual queues represented by the Northbound Approach at the I-70 EB Off Ramp.

⁴ Southbound queues extended to upstream intersection, capping the max queue at ~240ft, actual queues represented by the Southbound Approach at the I-70 WB Off Ramp.

Intersection & Movements	LOS (Delay, sec) [Average Queue, ft] {Max Queue, ft}		
	AM Peak Hour	PM Peak Hour	Sat Midday Hour
Westbound Approach	B (15.6) [<25] {162}	B (19.7) [29] {210}	B (17.3) [29] {212}
Northbound Approach	A (6.1) [<25] {172}	B (12.8) [60] {321}	A (7.9) [27] {238}
Southbound Approach	B (10.9) [<25] {162}	B (10.2) [<25] {187}	B (14.5) [29] {184}
21: Lee's Summit Rd & I-70 EB Off-Ramp / I-70 EB On-Ramp (signalized)			
Overall Intersection	B (14.5)	B (17.5)	B (14.3)
Eastbound Approach	B (16.5) [<25] {105}	C (28.9) [57] {224}	B (17.7) [33] {162}
Northbound Approach	A (8.3) [<25] {154}	B (14.6) [30] {225}	B (12.7) [28] {203}
Southbound Approach	C (20.1) [76] {233}	B (11.6) [60] {290}	B (13.5) [70] {274}

2026 NO-BUILD SAFETY MODELING ANALYSIS

HSM crash predictions tools were utilized to understand the predicted number of crashes under future No-Build conditions. This is done to create a baseline for comparison with conditions following development of the proposed Wally's and implementation of the recommended roadway improvements. The Crash Prediction Module (CPM) includes an implementation of the crash prediction methods of the AASTHO First Edition HSM. Predicted crashes reflect the calculated number of crashes that should occur in the project study area based upon aggregated data and models of roadways with similar characteristics and traffic volumes.

The Interchange Safety Analysis Tool enhanced (ISATe) was utilized to perform the HSM calculations for all freeway, ramp, and ramp terminal sections of the existing study network. The HSM spreadsheet for urban arterial analysis was utilized for the remaining non-free roadway segments and intersections along Noland Road. **Table 12** displays the annual predicted number of crashes broken down by roadway facility type in the study area (the associated excel spreadsheets will be provided to the reviewing parties in electronic format).

Table 12. 2026 No-Build Predicted Annual Crashes

Roadway Facility Type	Predicted Annual Crashes
Freeway Segments	94.5
Ramp Segments	4.5
Ramp Terminals	20.4
Arterial Segments	2.3
Arterial Intersections	13.7
Total	135.5

As shown above, the crash prediction models reveal an estimated 135.5 annual crashes occurring in the study area under 2026 No-Build conditions. When compared to historical crashes, the existing roadway network already experiences approximately 216 crashes per year when averaged over the last 5 years. When the predicted annual crash rate is less than the actual annual rate, that is an indication that the existing roadway network within the study area is experiencing a higher crash frequency as compared to

other roadway networks of similar characteristics and volumes. In short, this is an indication of safety concerns.

2046 NO-BUILD CONDITIONS

The year 2046 was selected as the project's design year for purposes of evaluating traffic operations conditions into the future, allowing the City of Independence and MoDOT to strategize future infrastructure needs. The 2046 No-Build conditions analysis is intended to reflect future conditions within the study area while accounting for an increase in "background" traffic. No modifications were made to the lane configurations.

In order to evaluate traffic conditions through the year 2046, it was necessary to forecast the anticipated growth within the study area based on an increase in "background" traffic resulting from increasing population and commercial and employment growth in the City of Independence.

The 2024 existing traffic volumes were grown annually by 0.35% to 2046 in order to produce the 2046 No-Build traffic volumes which are provided in **Appendix C**.

2046 NO-BUILD SYNCHRO TRAFFIC OPERATIONAL ANALYSIS

2046 No-Build operating conditions at the study intersections were evaluated using Synchro 11 and are summarized in **Table 13**. The operational issues and delays observed in the 2026 No-Build operating conditions are anticipated to worsen slightly by 2046 due to background traffic growth.

In the year 2046, with only the background growth in place, the US 40 and I-70 interchange is expected to perform at LOS C or better overall during the Truman HS dismissal peak hour. However, the interchange is expected to degrade to an overall LOS E at the westbound ramps during the Elementary School dismissal peak hour (other periods analyzed via VISSIM). The northbound and southbound approaches at the westbound ramps and the eastbound approach at the eastbound ramps are expected to be over capacity during the Elementary School dismissal peak hour. Improvements could be considered at this interchange to provide additional capacity such as turn lanes (northbound right turn lane at east ramp terminal) or signal timing modifications. However, these improvements would be irrespective of the proposed Wally's as the approaches are over capacity without any additional development traffic in place.

The Noland Road corridor (35th Street to 42nd Terrace) is expected to continue to operate at an overall LOS D or better at signalized intersections, while most unsignalized intersections function adequately. The westbound approach at 37th Street is expected to continue to operate at a LOS F during all peak periods except for the AM peak period, similar to the eastbound approach at E 42nd Street during the Truman HS and Elementary School dismissal. As previously stated, consideration could be given towards restricting the eastbound and westbound approaches of 42nd Street to right turns only as vehicles are able to divert to the signalized intersection of 42nd Terrace, which has available capacity. However, this suggestion was not reflected in the analysis since this restriction would be at the discretion of MoDOT and/or the City of Independence.

Canterbury Place and Lynn Court Drive is expected to operate at LOS A for each approach during the two reporting periods (other periods reported via VISSIM). In fact, most of the approaches at the unsignalized intersections along E 39th Street would be expected to perform at LOS D or better, with the exception of the northbound approach at Canterbury Place and E 39th Street during the Elementary School Dismissal period, which is expected to operate at a LOS F. However, the v/c ratio at this approach is 0.69, indicating that it has sufficient capacity. While it is not uncommon for side-street approaches at unsignalized intersections to experience failing operating conditions during peak periods as they wait for a gap in traffic to complete their movement, consideration could be given towards restricting access at this intersection to alleviate the failing LOS during the Elementary School dismissal peak hour.

The signalized intersections along 39th Street at Phelps Road and Lee's Summit Road at E 39th Street operate at an overall LOS C and LOS D or better and show adequate capacity.

Lastly, the I-70 and Lee's Summit Road interchange is also expected to continue to operate acceptably with an overall LOS B or better for both ramp terminals during the two reporting peak hours (other periods reported via VISSIM) with signal timing improvements assumed in the 20-year horizon scenario. The queues do not extend past the interchange into other intersections and the v/c ratios indicate that there is surplus capacity at this interchange.

Overall, it was concluded that while some intersections are expected to experience a degradation in operating conditions in the year 2046 with the background growth in place, the study area overall would have adequate capacity to accommodate the anticipated traffic volumes with signal timing and potential access management solutions in place. However, additional improvements may be necessary at the US 40 and I-70 interchange independent of the proposed development.

Table 13. 2046 No-Build Operating Conditions (Synchro)

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
1: US 40 & I-70 WB On Ramp / I-70 WB Off-Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 14	C (29.0)	E (59.8)	See VISSIM results in Table 14	See VISSIM results in Table 14
Westbound Approach		C (33.7) [#369] <0.89>	C (30.0) [#342] <0.81>		
Northbound Approach		C (25.2) [#347] <0.91>	D (48.1) [#334] <1.07>		
Southbound Approach		C (27.8) [325] <0.73>	E (79.6) [#817] <1.08>		
2: US 40 & I-70 EB Off-Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 14	B (16.3)	C (24.9)	See VISSIM results in Table 14	See VISSIM results in Table 14
Eastbound Approach		B (14.3) [44] <0.67>	E (71.0) [~123] <1.03>		
Northbound Approach		C (22.8) [276] <0.47>	D (36.5) [284] <0.66>		
Southbound Approach		B (11.9) [m142] <0.48>	A (4.3) [109] <0.65>		
3: Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at WB ramp to US 40 (unsignalized)					
Overall Intersection	Intersection has no conflicting movements				
4: Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at EB 70 loop (unsignalized)					
Overall Intersection	Intersection has no conflicting movements				
5: Noland Rd & E 35th St (signalized)					
Overall Intersection	C (23.6)	C (32.4)	C (30.7)	D (38.7)	C (30.6)
Eastbound Approach	D (37.2) [98] <0.59>	D (41.9) [142] <0.83>	D (50.8) [#249] <0.88>	D (51.9) [#224] <0.90>	C (33.0) [109] <0.76>
Westbound Approach	D (35.8) [119] <0.71>	E (56.5) [174] <0.82>	D (45.5) [135] <0.60>	D (45.0) [#174] <0.72>	D (42.0) [150] <0.67>
Northbound Approach	A (9.6) [54] <0.36>	B (18.2) [214] <0.72>	B (13.1) [102] <0.60>	D (36.6) [448] <0.64>	C (30.1) [313] <0.78>
Southbound Approach	C (22.2) [214] <0.46>	C (29.1) [330] <0.62>	C (30.0) [363] <0.68>	C (30.8) [377] <0.71>	C (25.4) [343] <0.59>
6: Noland Rd & Noland Ct (signalized)					
Overall Intersection	A (2.4)	A (3.5)	A (4.2)	B (13.3)	A (6.2)
Eastbound Approach	A (0.1) [<25] <0.03>	D (41.6) [42] <0.41>	D (44.9) [62] <0.51>	D (44.5) [42] <0.53>	D (35.5) [35] <0.43>
Westbound Approach	A (0.3) [<25] <0.02>	A (1.9) [<25] <0.16>	A (1.7) [<25] <0.15>	A (1.3) [<25] <0.13>	D (39.0) [<25] <0.13>
Northbound Approach	A (1.4) [<25] <0.23>	A (1.8) [<25] <0.41>	A (2.8) [136] <0.38>	A (1.3) [<25] <0.40>	A (0.8) [<25] <0.38>
Southbound Approach	A (3.3) [71] <0.34>	A (3.7) [106] <0.48>	A (3.2) [86] <0.56>	C (21.5) [502] <0.65>	A (9.2) [245] <0.51>

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
7: Noland Rd & E 37th St (unsignalized)					
Eastbound Approach	C (22.1) [<25] <0.06>	E (38.6) [35] <0.34>	F (97.0) [123] <0.81>	E (39.7) [25] <0.27>	C (17.9) [<25] <0.15>
Westbound Approach	D (30.2) [35] <0.34>	F (199.4) [125] <0.98>	F (179.6) [95] <0.83>	F (316.0) [95] <1.01>	F (80.8) [53] <0.49>
Northbound Left-Turn	A (9.5) [<25] <0.00>	B (12.1) [<25] <0.01>	B (11.9) [<25] <0.00>	B (13.4) [<25] <0.01>	B (10.9) [<25] <0.01>
Southbound Left-Turn	A (9.4) [<25] <0.03>	B (11.1) [<25] <0.04>	B (11.2) [<25] <0.05>	B (12.3) [<25] <0.06>	B (11.3) [<25] <0.02>
8: Noland Rd & E 39th St (signalized)					
Overall Intersection	See VISSIM results in Table 14	C (28.6)	D (35.7)	See VISSIM results in Table 14	See VISSIM results in Table 14
Eastbound Approach		E (58.6) [#289] <0.87>	E (60.7) [#362] <0.92>		
Westbound Approach		D (43.8) [210] <0.69>	D (48.7) [#240] <0.84>		
Northbound Approach		B (15.9) [234] <0.84>	C (20.2) [256] <0.89>		
Southbound Approach		C (23.6) [313] <0.72>	C (34.9) [#525] <0.90>		
9: Noland Rd & Lynn Ct Dr (signalized)					
Overall Intersection	See VISSIM results in Table 14	A (6.5)	A (8.4)	See VISSIM results in Table 14	See VISSIM results in Table 14
Eastbound Approach		C (20.7) [m68] <0.57>	C (32.6) [m#109] <0.71>		
Westbound Approach		D (50.0) [m75] <0.45>	D (51.3) [m80] <0.51>		
Northbound Approach		A (4.0) [m102] <0.50>	A (4.8) [m79] <0.52>		
Southbound Approach		A (4.0) [94] <0.57>	A (2.6) [m52] <0.65>		
10: Noland Rd & I-70 WB Off Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 14	B (18.0)	B (14.0)	See VISSIM results in Table 14	See VISSIM results in Table 14
Westbound Approach		D (53.7) [#326] <0.96>	D (49.5) [#274] <0.90>		
Northbound Approach		B (10.8) [365] <0.42>	A (9.1) [130] <0.43>		
Southbound Approach		A (7.7) [88] <0.48>	A (6.9) [110] <0.49>		
11: Noland Rd & I-70 EB Off Ramp/I-70 EB On Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 14	B (17.7)	B (16.6)	See VISSIM results in Table 14	See VISSIM results in Table 14
Eastbound Approach		D (35.9) [196] <0.77>	C (30.5) [163] <0.73>		
Northbound Approach		B (14.8) [195] <0.54>	B (16.7) [219] <0.69>		
Southbound Approach		B (10.2) [249] <0.59>	A (7.7) [212] <0.57>		

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
12: Noland Rd & E 42nd St (unsignalized)					
Eastbound Approach	See VISSIM results in Table 14	F (120.8) [63] <0.59>	F (140.3) [55] <0.56>	See VISSIM results in Table 14	See VISSIM results in Table 14
Westbound Approach		D (25.1) [35] <0.34>	E (35.4) [55] <0.46>		
Northbound Left-Turn		B (10.1) [<25] <0.01>	B (11.6) [<25] <0.01>		
Southbound Left-Turn		B (12.4) [<25] <0.17>	B (14.7) [<25] <0.20>		
13: Noland Rd & E 42nd Terrace (signalized)					
Overall Intersection	See VISSIM results in Table 14	C (23.3)	C (31.0)	See VISSIM results in Table 14	See VISSIM results in Table 14
Eastbound Approach		D (51.0) [113] <0.56>	E (61.8) [#249] <0.84>		
Westbound Approach		C (33.2) [139] <0.61>	C (34.6) [170] <0.72>		
Northbound Approach		C (24.6) [394] <0.62>	C (31.0) [448] <0.74>		
Southbound Approach		B (15.4) [314] <0.43>	C (22.9) [415] <0.64>		
14: Canterbury Pl & Lynn Court Dr (unsignalized)					
Eastbound Approach	See VISSIM results in Table 14	A (9.5) [<25] <0.09>	A (9.9) [<25] <0.13>	See VISSIM results in Table 14	See VISSIM results in Table 14
Westbound Approach		A (9.5) [<25] <0.05>	A (9.7) [<25] <0.05>		
Northbound Left-Turn		A (7.3) [<25] <0.01>	A (7.4) [<25] <0.01>		
Southbound Left-Turn		A (7.2) [<25] <0.00>	A (7.3) [<25] <0.00>		
15: Lynn Ct Dr & E 39th St (unsignalized)					
Westbound Left-Turn	A (8.2) [<25] <0.01>	A (8.3) [<25] <0.02>	A (9.4) [<25] <0.03>	A (8.8) [<25] <0.02>	A (8.7) [<25] <0.02>
Northbound Approach	B (12.9) [<25] <0.11>	B (14.1) [<25] <0.17>	C (20.4) [35] <0.33>	C (16.8) [28] <0.27>	C (16.5) [30] <0.29>
16: Canterbury Pl & E 39th St (unsignalized)					
Eastbound Left-Turn	A (8.6) [<25] <0.00>	A (8.2) [<25] <0.01>	A (8.4) [<25] <0.01>	A (8.2) [<25] <0.01>	A (8.2) [<25] <0.01>
Westbound Left-Turn	A (7.8) [<25] <0.02>	A (8.5) [<25] <0.02>	A (9.3) [<25] <0.04>	A (8.9) [<25] <0.02>	A (8.4) [<25] <0.02>
Northbound Approach	B (13.6) [<25] <0.05>	C (23.1) [43] <0.37>	F (52.3) [110] <0.69>	D (27.0) [55] <0.45>	C (19.5) [<25] <0.25>
Southbound Approach	B (14.1) [<25] <0.05>	C (17.2) [<25] <0.12>	C (21.8) [<25] <0.17>	C (16.6) [<25] <0.08>	B (13.2) [<25] <0.05>
17: Hocker Ave & E 39th St (unsignalized)					
Eastbound Left-Turn	A (0.0) [<25] <0.00>	A (8.1) [<25] <0.00>	A (0.0) [<25] <0.00>	A (0.0) [<25] <0.00>	A (8.1) [<25] <0.00>
Westbound Left-Turn	A (7.6) [<25] <0.00>	A (8.4) [<25] <0.00>	A (9.2) [<25] <0.00>	A (8.6) [<25] <0.00>	A (8.3) [<25] <0.00>
Northbound Approach	B (14.5) [<25] <0.05>	C (17.9) [<25] <0.07>	D (34.7) [<25] <0.18>	C (19.5) [<25] <0.08>	C (16.4) [<25] <0.07>
Southbound Approach	A (0.0) [<25] <0.00>	B (10.4) [<25] <0.01>	A (0.0) [<25] <0.00>	C (19.9) [<25] <0.02>	B (10.6) [<25] <0.01>

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
18: Phelps Rd & E 39th St (signalized)					
Overall Intersection	B (20.0)	C (22.9)	C (34.6)	C (27.0)	C (22.7)
Eastbound Approach	C (22.3) [113] <0.27>	C (24.9) [238] <0.55>	D (53.5) [#584] <0.95>	D (36.1) [#447] <0.78>	C (29.0) [306] <0.61>
Westbound Approach	C (21.2) [284] <0.47>	C (23.3) [268] <0.48>	C (28.3) [361] <0.70>	C (24.8) [268] <0.50>	C (20.6) [277] <0.48>
Northbound Approach	B (16.5) [84] <0.19>	B (16.1) [83] <0.19>	B (16.8) [106] <0.28>	B (16.9) [103] <0.25>	B (14.6) [80] <0.14>
Southbound Approach	B (19.0) [52] <0.14>	C (25.0) [112] <0.36>	C (26.3) [124] <0.28>	C (23.2) [104] <0.21>	C (23.6) [77] <0.19>
19: Lee's Summit Rd & E 39th St (signalized)					
Overall Intersection	C (24.0)	C (33.3)	D (42.1)	D (37.9)	C (29.2)
Eastbound Approach	B (17.5) [53] <0.44>	D (37.3) [181] <0.38>	E (70.5) [#418] <0.95>	D (50.1) [#329] <0.77>	D (35.2) [#182] <0.71>
Westbound Approach	C (22.9) [165] <0.51>	C (27.5) [295] <0.47>	C (30.9) [297] <0.54>	C (30.7) [274] <0.47>	C (24.6) [231] <0.61>
Northbound Approach	C (20.6) [79] <0.68>	C (22.3) [230] <0.69>	C (22.3) [245] <0.78>	C (21.5) [178] <0.77>	C (23.7) [#189] <0.80>
Southbound Approach	C (33.4) [145] <0.71>	D (53.4) [218] <0.74>	D (53.9) [#314] <0.89>	D (54.7) [269] <0.90>	D (38.1) [#204] <0.77>
20: Lee's Summit Rd & I-70 WB On-Ramp / I-70 WB Off-Ramp (signalized)					
Overall Intersection		B (10.9)	B (12.1)		
Westbound Approach	See VISSIM results in Table 14	C (25.9) [131] <0.51>	C (31.9) [126] <0.60>	See VISSIM results in Table 14	See VISSIM results in Table 14
Northbound Approach		A (9.9) [121] <0.61>	A (9.8) [149] <0.52>		
Southbound Approach		A (5.7) [131] <0.29>	A (8.0) [m238] <0.45>		
21: Lee's Summit Rd & I-70 EB Off-Ramp / I-70 EB On-Ramp (signalized)					
Overall Intersection		B (19.4)	B (19.9)		
Eastbound Approach	See VISSIM results in Table 14	D (35.9) [152] <0.66>	D (35.5) [166] <0.70>	See VISSIM results in Table 14	See VISSIM results in Table 14
Northbound Approach		B (19.2) [158] <0.31>	C (20.5) [194] <0.39>		
Southbound Approach		A (6.5) [89] <0.31>	A (7.0) [119] <0.53>		

Delay presented in seconds per vehicle

- 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles

m – Volume for 95th percentile queue is metered by upstream signal

2046 NO-BUILD VISSIM TRAFFIC OPERATIONAL ANALYSIS

The 2046 No-Build operating conditions from the VISSIM analysis are provided in **Table 14**. The VISSIM model focuses on I-70 ramp terminals from US 40/Blue Ridge Boulevard to Lee's Summit Road and intersections along Noland Road between 42nd Terrace and 39th Street.

The US 40 and I-70 interchange maintains an overall LOS C or better for all three peak periods analyzed. The I-70 and Noland Road interchange similarly performs at LOS C or better. While some queue lengths extend past the adjacent ramp terminals, which is not uncommon for a tight diamond configuration, it remains within acceptable limits, not extending beyond Lynn Court Drive (southbound) or 42nd Terrace (northbound).

Noland Road continues to perform acceptably, with all signalized intersections operating at LOS D or better, except for the eastbound approach at 39th Street, which experiences LOS E during the PM peak period. The unsignalized intersections along Noland Road generally operate acceptably, with one exception being the eastbound approach at Noland Road and 42nd Street, which will operate at LOS F during the PM peak period.

The Lee's Summit Road interchange also operates efficiently, maintaining LOS C or better during all peak periods.

Overall, the VISSIM analysis shows available capacity at the intersections included in the study area into the year 2046.

Table 14. 2046 No-Build Operating Conditions (VISSIM)

Intersection & Movements	LOS (Delay, sec) [Average Queue, ft] {Max Queue, ft}		
	AM Peak Hour	PM Peak Hour	Sat Midday Hour
1: US 40 & I-70 WB On Ramp / I-70 WB Off-Ramp (signalized)			
Overall Intersection	B (13.7)	C (22.0)	B (16.9)
Westbound Approach	C (20.3) [48] {304}	C (21.5) [53] {353}	B (19.0) [55] {387}
Northbound Approach	A (5.7) [<25] {366}	B (14.2) [52] {381}	B (12.4) [49] {329}
Southbound Approach	C (20.6) [36] {236}	C (26.0) [141] {668}	B (18.5) [51] {308}
2: US 40 & I-70 EB Off-Ramp (signalized)			
Overall Intersection	B (16.0)	B (16.5)	B (14.1)
Eastbound Approach	A (8.6) [<25] {88}	B (15.1) [<25] {114}	B (10.0) [<25] {103}
Northbound Approach	B (18.5) [60] {340}	C (32.0) [82] {352}	C (21.2) [55] {290}
Southbound Approach	B (14.1) [28] {209}	A (8.6) [65] {272}	A (9.1) [32] {233}
8: Noland Rd & E 39th St (signalized)			
Overall Intersection	C (27.0)	C (31.8)	C (30.5)
Eastbound Approach	C (30.6) [61] {232}	E (63.2) [203] {728}	D (41.2) [108] {459}
Westbound Approach	D (43.6) [165] {462}	D (35.8) [104] {440}	D (39.6) [115] {427}
Northbound Approach	B (15.2) [44] {225}	B (13.5) [90] {380}	B (19.7) [114] {439}
Southbound Approach	C (24.2) [85] {335}	D (35.4) [154] {568}	C (34.0) [147] {576}
9: Noland Rd & Lynn Ct Dr (signalized)			
Overall Intersection	B (10.9)	B (11.1)	A (10.0)
Eastbound Approach	B (17.3) [<25] {122}	C (24.2) [36] {220}	C (23.9) [35] {231}
Westbound Approach	C (31.8) [<25] {115}	D (38.7) [<25] {108}	D (41.6) [<25] {147}
Northbound Approach	A (2.4) [<25] {139}	A (4.4) [32] {287}	A (9.3) [66] {401}
Southbound Approach	B (15.2) [79] {451}	B (14.9) [83] {404}	A (6.3) [33] {312}

Intersection & Movements	LOS (Delay, sec) [Average Queue, ft] {Max Queue, ft}		
	AM Peak Hour	PM Peak Hour	Sat Midday Hour
10: Noland Rd & I-70 WB Off Ramp (signalized)			
Overall Intersection	B (11.9)	B (13.3)	B (14.8)
Westbound Approach	C (23.0) [<25] {138}	C (25.3) [47] {288}	C (23.8) [51] {255}
Northbound Approach ⁵	A (7.7) [<25] {195}	A (6.8) [48] {194}	A (4.9) [<25] {213}
Southbound Approach	B (12.0) [48] {425}	B (15.3) [75] {507}	B (19.8) [129] {607}
11: Noland Rd & I-70 EB Off Ramp/I-70 EB On Ramp (signalized)			
Overall Intersection	B (15.1)	B (18.5)	B (15.5)
Eastbound Approach	C (27.4) [40] {184}	C (32.6) [63] {244}	C (31.1) [67] {291}
Northbound Approach	B (14.2) [<25] {181}	C (22.8) [98] {472}	B (15.0) [46] {384}
Southbound Approach ⁶	A (9.4) [40] {252}	A (6.2) [35] {226}	A (7.2) [34] {245}
12: Noland Rd & E 42nd St (unsignalized)			
Eastbound Approach	C (16.0) [<25] {53}	F (57.0) [<25] {102}	D (26.6) [<25] {88}
Westbound Approach	A (7.3) [<25] {87}	C (16.2) [<25] {115}	B (11.0) [<25] {107}
Northbound Left-Turn	A (3.9) [<25] {65}	C (15.8) [<25] {210}	B (13.8) [<25] {210}
Southbound Left-Turn	A (3.0) [<25] {87}	A (8.1) [<25] {217}	B (10.9) [<25] {212}
13: Noland Rd & E 42nd Terrace (signalized)			
Overall Intersection	A (7.3)	C (20.5)	B (13.9)
Eastbound Approach	D (39.0) [<25] {125}	D (45.2) [52] {250}	D (39.2) [28] {160}
Westbound Approach	C (25.4) [<25] {109}	C (28.4) [56] {276}	C (25.7) [44] {225}
Northbound Approach	A (5.8) [<25] {170}	C (21.3) [89] {497}	B (15.6) [62] {404}
Southbound Approach	A (3.1) [<25] {142}	B (12.6) [61] {337}	A (7.2) [27] {216}
14: Canterbury Pl & Lynn Court Dr (unsignalized)			
Eastbound Approach	A (5.3) [<25] {46}	A (5.5) [<25] {71}	A (6.0) [<25] {61}
Westbound Approach	A (6.0) [<25] {58}	A (6.4) [<25] {45}	A (6.4) [<25] {78}
Northbound Left-Turn	A (0.0) [<25] {<25}	A (0.2) [<25] {<25}	A (0.2) [<25] {<25}
Southbound Left-Turn	A (0.4) [<25] {<25}	A (0.4) [<25] {<25}	A (0.6) [<25] {<25}
20: Lee's Summit Rd & I-70 WB On-Ramp / I-70 WB Off-Ramp (signalized)			
Overall Intersection	B (10.5)	B (13.2)	B (12.2)
Westbound Approach	B (18.9) [<25] {184}	C (20.6) [33] {209}	B (16.3) [29] {201}
Northbound Approach	A (6.2) [<25] {169}	B (12.9) [64] {328}	A (8.3) [31] {285}
Southbound Approach	B (11.3) [<25] {153}	B (11.0) [<25] {184}	B (15.1) [31] {183}
21: Lee's Summit Rd & I-70 EB Off-Ramp / I-70 EB On-Ramp (signalized)			
Overall Intersection	B (14.7)	B (17.7)	B (14.3)
Eastbound Approach	B (16.5) [<25] {109}	C (29.3) [59] {222}	B (17.7) [35] {170}
Northbound Approach	A (9.1) [<25] {173}	B (15.6) [33] {225}	B (13.3) [32] {246}
Southbound Approach	B (19.6) [78] {235}	B (11.4) [62] {289}	B (12.9) [72] {229}

⁵ Northbound queues extended to upstream intersection, capping the max queue at ~220ft, actual queues represented by the Northbound Approach at the I-70 EB Off Ramp.

⁶ Southbound queues extended to upstream intersection, capping the max queue at ~240ft, actual queues represented by the Southbound Approach at the I-70 WB Off Ramp.

2046 NO-BUILD SAFETY MODELING ANALYSIS

The future 2046 No-Build safety models were created using the same methodology applied to the 2026 No-Build analysis and updated to reflect future 2046 No-Build volumes in the project area. The resulting predicted crashes are shown in **Table 15**, along with a comparison to the 2026 No-Build results.

Table 15. 2046 No-Build Predicted Annual Crashes

Roadway Facility Type	2026 No-Build Annual Crashes	2046 No-Build Annual Crashes
Freeway Segments	94.5	105.7
Ramp Segments	4.5	4.8
Ramp Terminals	20.4	22.6
Arterial Segments	2.3	2.5
Arterial Intersections	13.7	14.9
Total	135.5	150.5

As shown, the number of annual crashes in the 2046 No-Build conditions increases by 15 as compared to the 2026 No-Build results. This is to be expected as the future No-Build scenario has increased volumes due to background growth and therefore a higher vehicle crash exposure rate. The 2046 No-Build conditions do not contain geometric or operational improvements to counteract the increase in traffic volume, thereby resulting in a higher number of crashes.

PROPOSED DEVELOPMENT - WALLY'S INDEPENDENCE

As previously mentioned, the proposed Wally's Travel Center will be located in the City of Independence, Missouri. The development is planned to be located at the intersection of Canterbury Place and Lynn Court Drive, just northeast of the I-70 and Noland Road interchange. Positioned off Noland Road, the development will feature a 54k SF Wally's Travel Center with 84 fueling stations. The existing Northern Tool & Equipment Store on the site will be demolished to make way for the new facility. Primary access to the site will be from Noland Road, directly across from Lynn Court Drive, with secondary access available via Canterbury Place, which connects to E 39th Street.

TRIP GENERATION

In forecasting the proposed use's impacts upon traffic conditions, it was necessary to identify the site's trip generation potential, as any impacts to the surrounding road system would be tied to the net increase in trip generation.

Initially, the Trip Generation Manual, 11th Edition, published by the Institute of Transportation Engineers (ITE), was consulted as a reference to forecast the trip generation of the proposed Wally's. LUC 945: Convenience Store/Gas Station would be the most applicable land use for Wally's. However, the size of Wally's, in terms of square footage and vehicle fueling positions (VFP), is well beyond the data range provided for within the ITE data and the intended use of the proposed Wally's does not match the description for the land uses provided in the Trip Generation Manual. Therefore, as agreed upon with MoDOT and the City of Independence, Wally's-specific data from their existing Fenton, Missouri site was used to calculate the trip generation. The Fenton store was selected since it is located within a suburban community (Fenton) within a larger metropolitan area (St. Louis), similar to the proposed site in Independence relative to the Kansas City area.

Trip generation rates for the Wally's Fenton site were calculated based upon the number of vehicle fueling positions (72 VFP). To aid in this analysis, traffic counts during the study peak periods were collected at the existing Fenton site. The trip generation rates for the Fenton Wally's site were determined by comparing the existing hourly traffic volumes at the Fenton Wally's Site to the number of VFP. **Table 16** shows the trip generation rates with respect to the number of vehicle fueling positions. These rates were used to determine the trip generation potential for the proposed Wally's in Independence.

Table 16. Proposed Wally's Trip Generation Rates

Time Period	Trips per Vehicle Fueling Position		
	In	Out	Total
AM Peak Hour	4.00	3.86	7.86
Truman HS Dismissal Hour	4.03	4.42	8.44
Elementary Dismissal Hour	3.32	3.61	6.93
PM Peak Hour	3.58	3.94	7.53
Saturday Middy Peak Hour	3.69	3.75	7.44

It should be emphasized that not all the trips generated by the proposed development would be new to the transportation network. Rather, a portion of the trips could be attracted to the proposed Wally's as part of an existing trip to another destination. Given the intended nature of Wally's, most of the site's traffic is expected to be existing trips on I-70 that are *diverted* from their route to stop for gas and/or to purchase something from the convenience market on their way to their original destination. For example, a motorist going by on I-70 would exit the interstate to travel to and from the Wally's for services. The trips would not be new to the interstate but would be new trips traveling through the Noland Road interchange.

Studies conducted on the behalf of Buc-ee's (a similar concept land use) concluded that data from eight similar sites within Texas indicate that more than 90% of customers live outside a site's zip code. This data, combined with the proposed Wally's close proximity to I-70, suggests that nearly all site-generated trips for this use can be expected to act as diverted link trips to/from the nearby interstate. Therefore, it was estimated that approximately 90% of the new trips are likely to fall into the above-defined category of diverted trips whereas 10% of the new trips will come from the adjacent road network other than I-70.

The trip generation estimates for the proposed Wally's are shown in **Table 17**. As shown, the proposed Wally's is expected to generate a total of 660, 709, 582, 632, and 625 total trips during the weekday AM, Truman dismissal, Elementary dismissal, PM, and Saturday midday peak hours, respectively.

Table 17. Wally's Independence Trip Generation Estimates

	AM Peak Hour			Truman Peak Hour			Elementary Peak Hour			PM Peak Hour			Sat MD Peak Hour		
	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
Total Site Generated Trips	336	324	660	338	371	709	279	303	582	301	331	632	310	315	625
Diverted Trips	297	297	594	319	319	638	262	262	524	285	285	570	282	282	564
New Trips	39	27	66	19	52	71	17	41	58	16	46	62	28	33	61

DIRECTIONAL DISTRIBUTION

The forecasted trips were assigned into and out of the site based upon the anticipated directional distribution, which was estimated from the existing traffic patterns and anticipated service area. The majority of the site's traffic is expected to be existing trips on I-70 that are diverted from their route to stop for gas and/or to purchase something from the convenience market on their way to their original destination.

This means that vehicles would exit the I-70 ramps onto Noland Road, arrive at the Wally's, then re-enter I-70 to continue along their original route. These trips would be proportional to the existing traffic flows on I-70. It was estimated that all trips from I-70 fall into the above-defined category. The remainder of diverted trips were estimated based on traffic counts on Noland Road at the I-70 interchange.

It was determined that the directional distribution for the new trips would also be proportional to existing traffic flows at major intersections to the north and south of the proposed site. The intersection of 42nd Terrace and Noland Road and the intersection of 39th Street and Noland Road were the intersections used to estimate the travel patterns of the Wally's "new" trips.

Given the convenience nature of the fuel center, which aims to predominantly cater to vehicles traveling along I-70, there is a need to differentiate the directional distribution of the Wally's trips based upon the peak hour considered since the traffic patterns differ significantly based upon the peak hour. The directional distribution estimates for the site-generated traffic are presented in **Table 18** through **Table 22** and illustrated in **Figure 7** through **Figure 11**.

Table 18. Directional Distribution Percentages Applied to Proposed Wally's - Weekday AM

To/From	New Trip Distribution	Diverted Trip Distribution
I-70 to and from the east	0%	32%
I-70 to and from the west	0%	55%
Noland Road to and from the north	42%	7%
Noland Road to and from the south	32%	6%
39 th Street to and from east	13%	0%
39 th Street to and from west	7%	0%
42 nd Terrace to and from east	3%	0%
42 nd Terrace to and from west	3%	0%

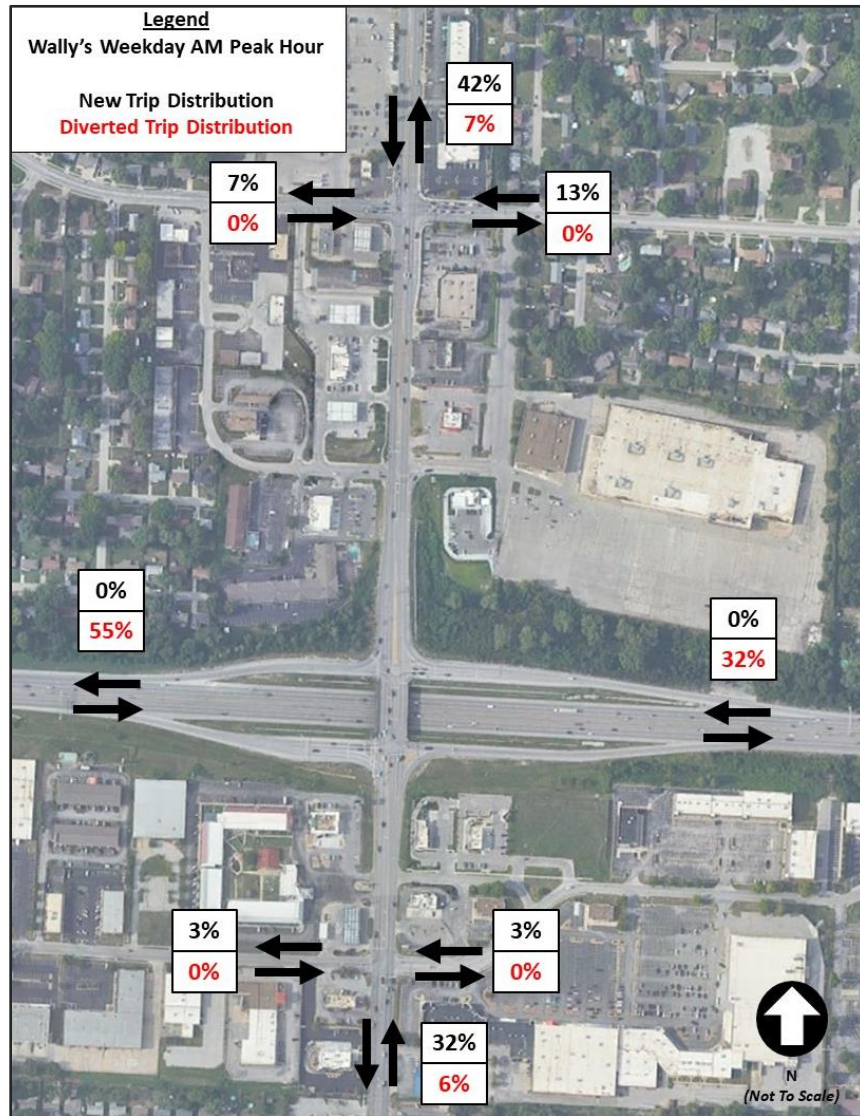


Figure 7. Directional Distribution Percentages Applied to Proposed Wally's - Weekday AM

Table 19. Directional Distribution Percentages Applied to Proposed Wally's – Truman Dismissal

To/From	New Trip Distribution	Diverted Trip Distribution
I-70 to and from the east	0%	37%
I-70 to and from the west	0%	45%
Noland Road to and from the north	40%	9%
Noland Road to and from the south	39%	9%
39 th Street to and from east	6%	0%
39 th Street to and from west	5%	0%
42 nd Terrace to and from east	6%	0%
42 nd Terrace to and from west	4%	0%

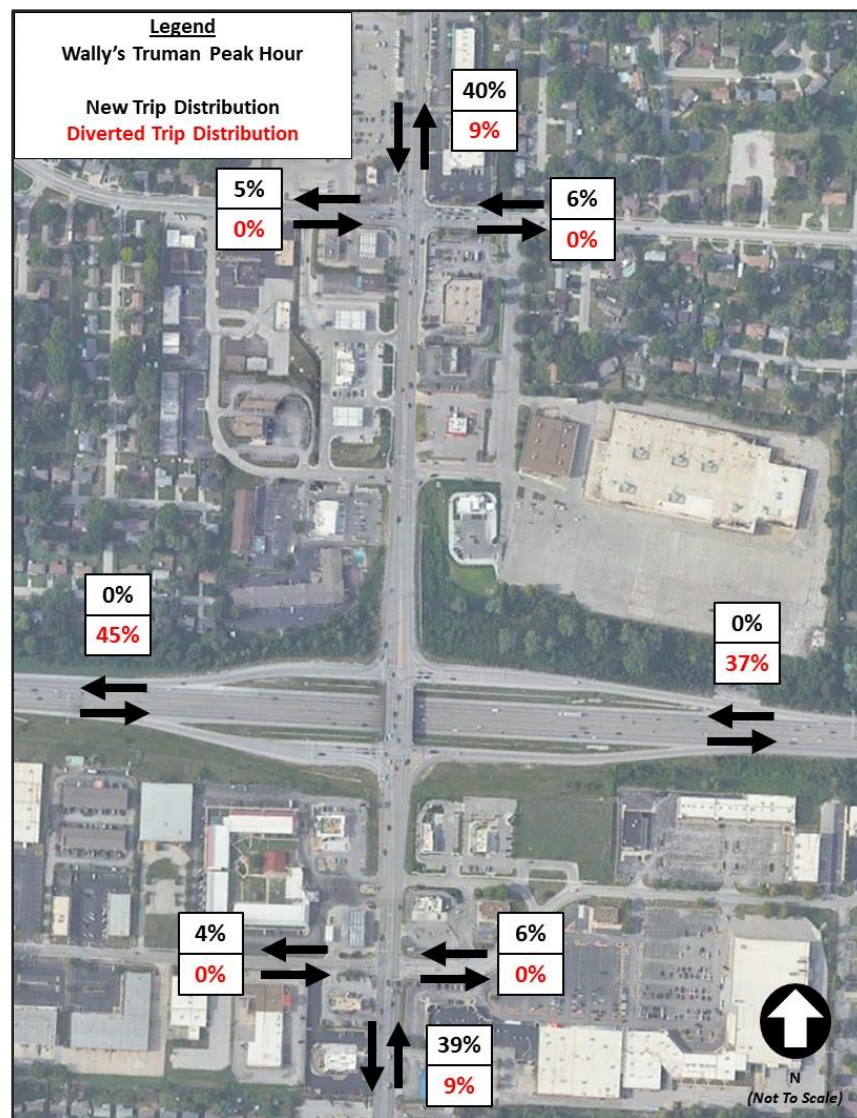


Figure 8. Directional Distribution Percentages Applied to Proposed Wally's – Truman Dismissal

Table 20. Directional Distribution Percentages Applied to Proposed Wally's – Elementary Dismissal

To/From	New Trip Distribution	Diverted Trip Distribution
I-70 to and from the east	0%	37%
I-70 to and from the west	0%	43%
Noland Road to and from the north	38%	10%
Noland Road to and from the south	39%	10%
39 th Street to and from east	6%	0%
39 th Street to and from west	3%	0%
42 nd Terrace to and from east	7%	0%
42 nd Terrace to and from west	7%	0%

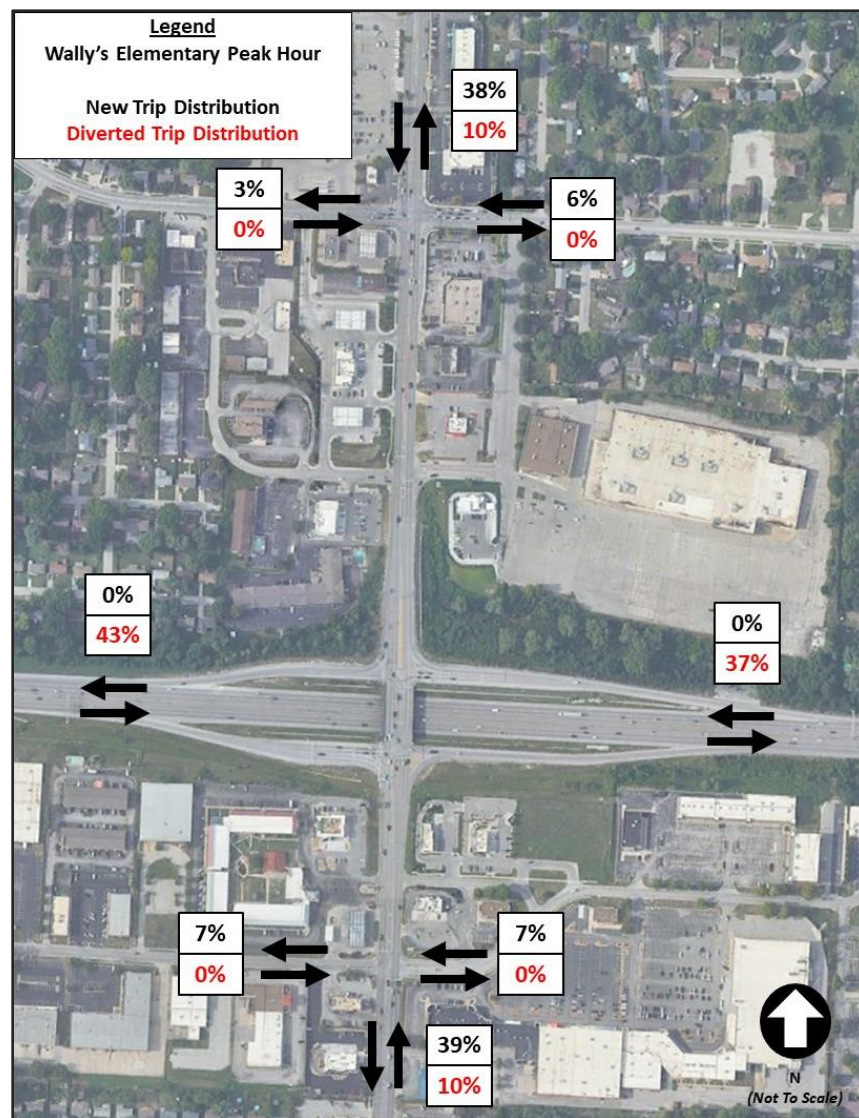


Figure 9. Directional Distribution Percentages Applied to Proposed Wally's – Elementary Dismissal

Table 21. Directional Distribution Percentages Applied to Proposed Wally's – Weekday PM

To/From	New Trip Distribution	Diverted Trip Distribution
I-70 to and from the east	0%	35%
I-70 to and from the west	0%	47%
Noland Road to and from the north	40%	9%
Noland Road to and from the south	38%	9%
39 th Street to and from east	6%	0%
39 th Street to and from west	4%	0%
42 nd Terrace to and from east	7%	0%
42 nd Terrace to and from west	5%	0%

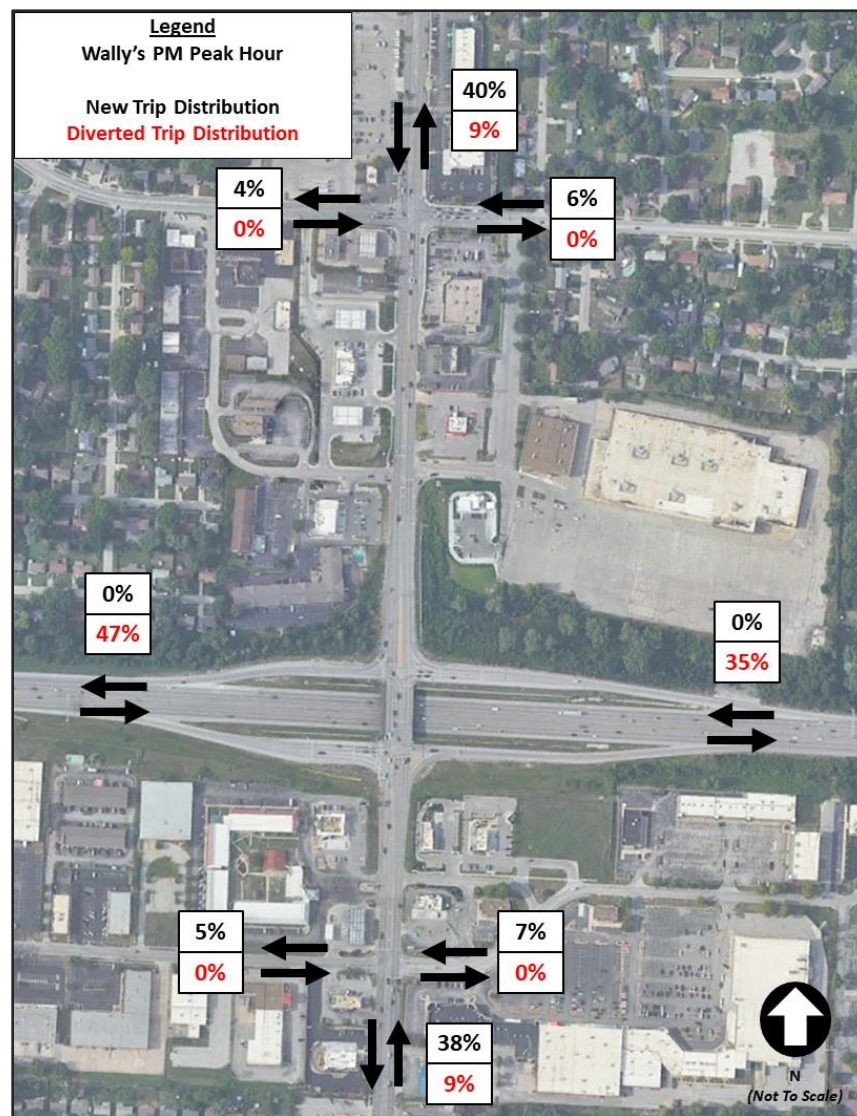
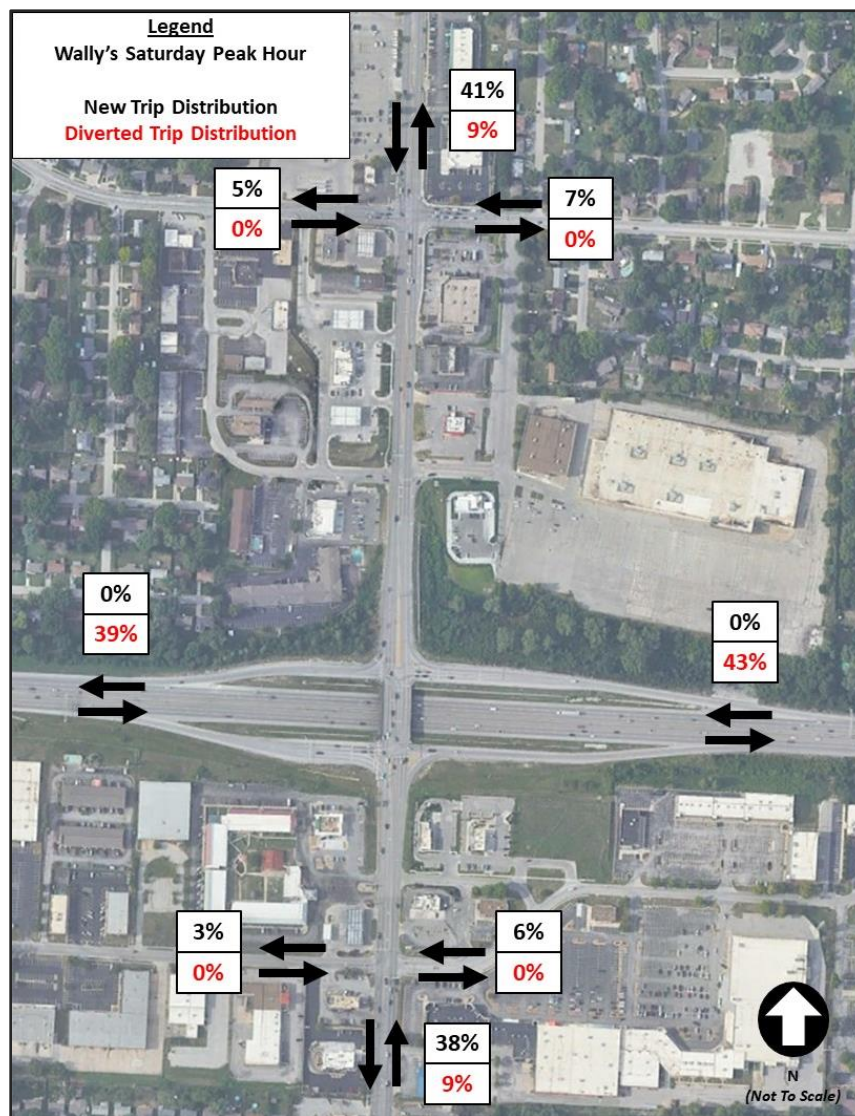
**Figure 10. Directional Distribution Percentages Applied to Proposed Wally's - Weekday PM**

Table 22. Directional Distribution Percentages Applied to Proposed Wally's – Saturday MIDDAY

To/From	New Trip Distribution	Diverted Trip Distribution
I-70 to and from the east	0%	43%
I-70 to and from the west	0%	39%
Noland Road to and from the north	41%	9%
Noland Road to and from the south	38%	9%
39 th Street to and from east	7%	0%
39 th Street to and from west	5%	0%
42 nd Terrace to and from east	6%	0%
42 nd Terrace to and from west	3%	0%

**Figure 11. Directional Distribution Percentages Applied to Proposed Wally's – Saturday MD Peak Hour**

The resulting site generated traffic for the proposed Wally's is shown in **Figure 12** through **Figure 16**.

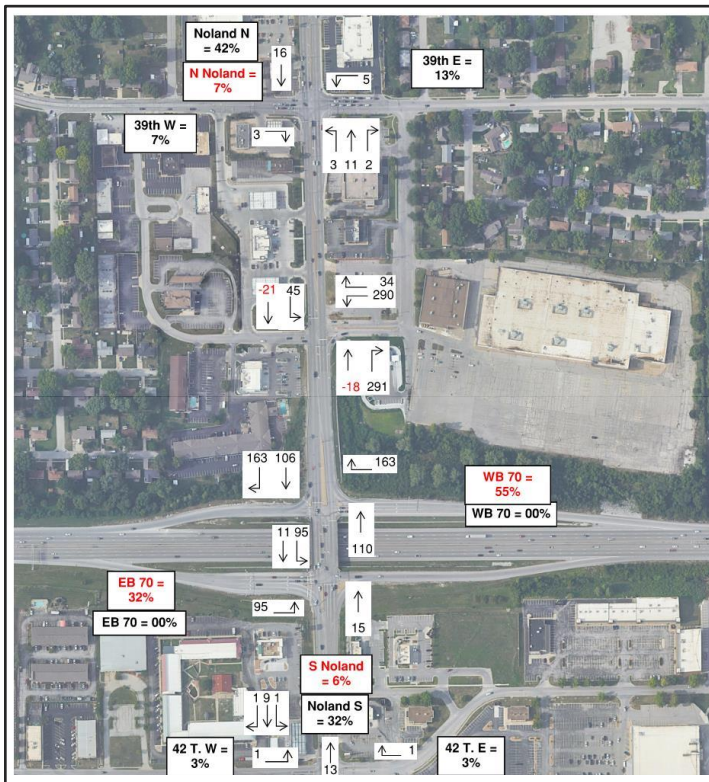


Figure 12. Wally's Site Generated Traffic – AM Peak Hour

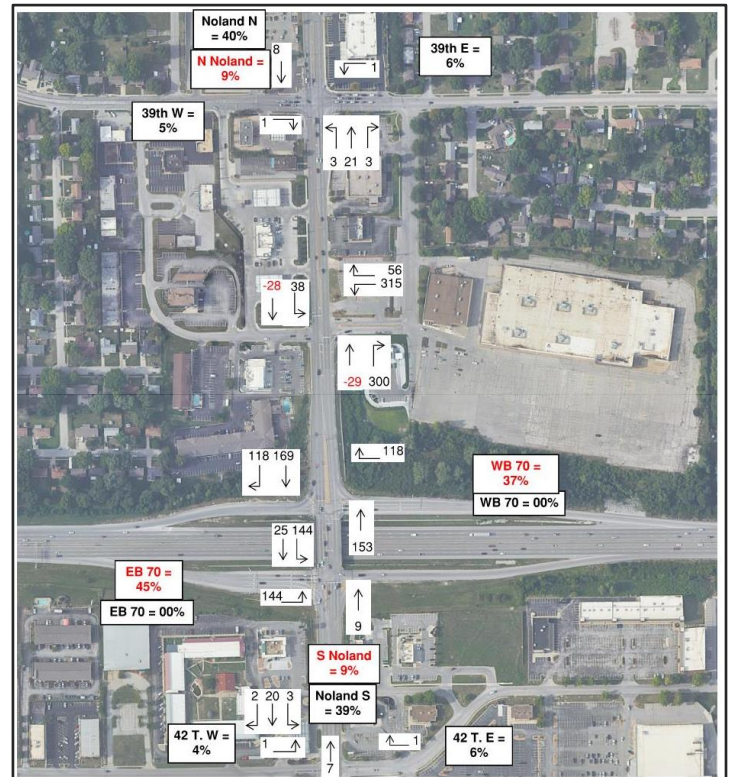


Figure 13. Wally's Site Generated Traffic – Truman Dismissal Peak Hour

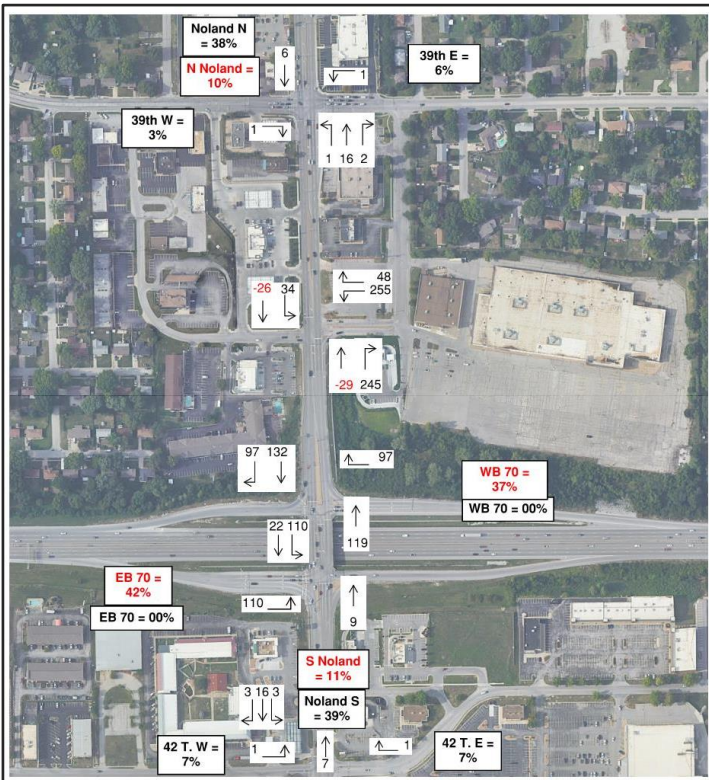


Figure 14. Wally's Site Generated Traffic – Elementary Dismissal Peak Hour

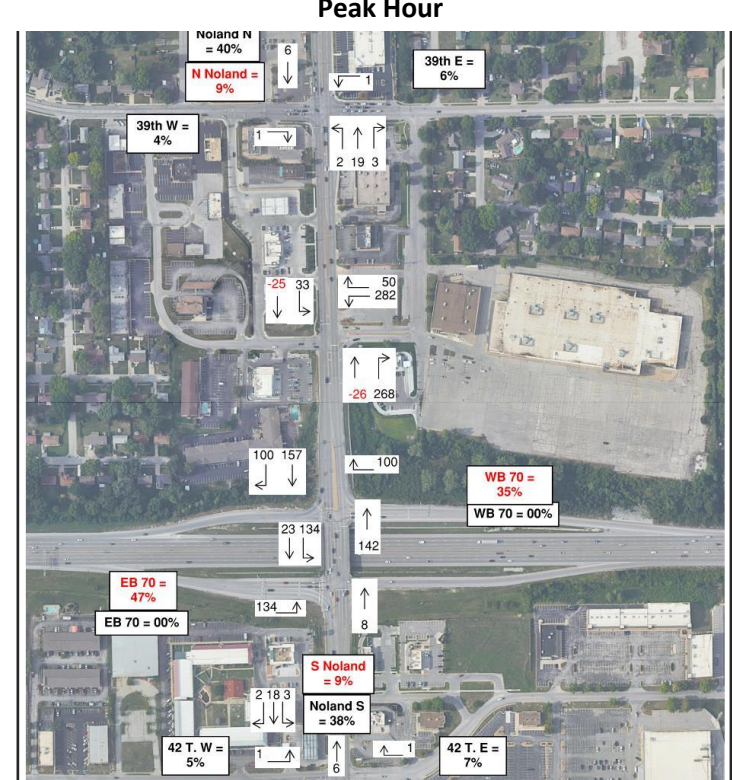


Figure 15. Wally's Site Generated Traffic - PM Peak Hour

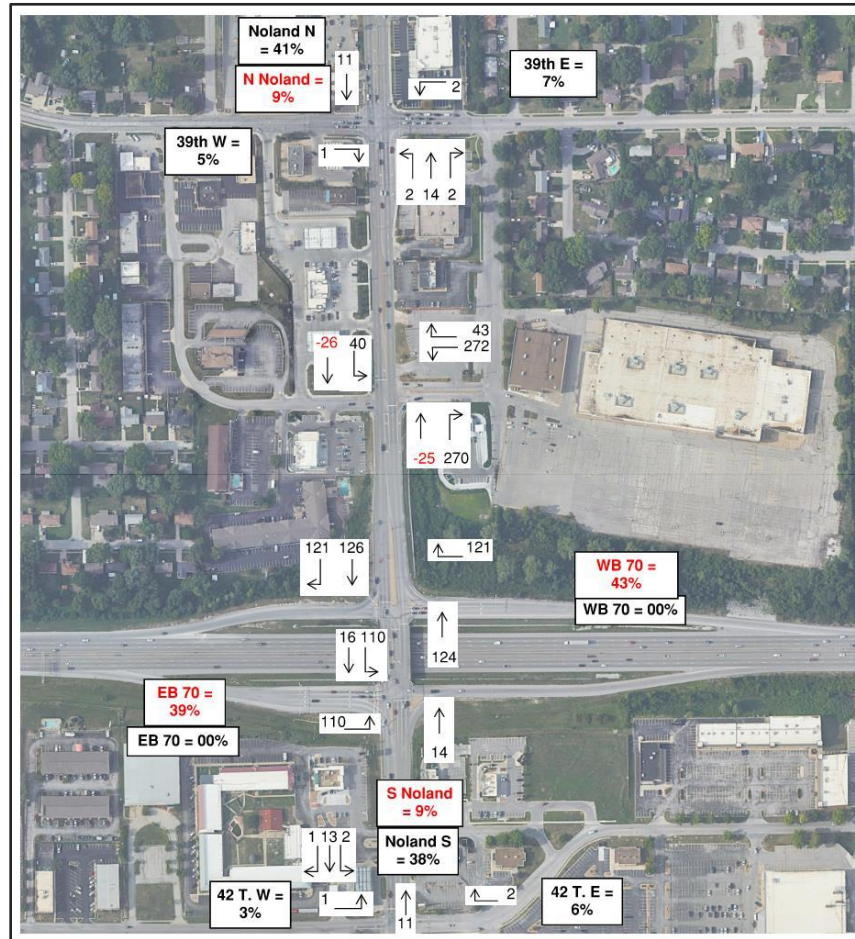


Figure 16. Wally's Site Generated Traffic – Saturday MD Peak Hour

SITE ACCESS AND INTERNAL CIRCULATION

The site access and internal circulation for the proposed development of the Wally's Travel Center was evaluated based on the provided site plan shown in **Figure 17**. The Wally's development will provide a retail space (54.0 KSF) and 84 fueling positions. The proposed site plan proposes access to Wally's primarily via S Noland Road, opposite Lynn Court Drive. Secondary access would be provided via Canterbury Place, which provides access to E 39th Street. No new access drives are proposed as part of this development.

It is recommended that the intersection of Noland Road and Lynn Court Drive be realigned to improve the existing offset. One left-turn lane and one shared through/right-turn lane is recommended for the eastbound approach. A median along the eastbound approach may be necessary to better align the eastbound and westbound approaches. Two left-turn lanes, one through lane, and one right-turn lane are recommended for the westbound approach. Care should be taken in design to ensure that the eastbound and westbound approaches signal operations can run concurrently rather than split phased, as is the case today. To do so, there should be adequate room for the left-turning movements to run concurrently. The northbound approach should be comprised of a left-turn lane, two through lanes, and

a right-turn lane. The southbound approach should be comprised of a left-turn lane, one through lane, and a shared through/right-turn lane. It is recommended that the striping for the southbound left-turn lane be extended to provide additional storage length; however, no changes to the existing median are recommended.

The internal site access drive of Lynn Court Drive and Canterbury Place should be placed under side-street stop-control where eastbound and westbound traffic along Lynn Court Drive travels freely and northbound and southbound traffic along Canterbury Place is required to stop. One shared left-turn/through lane and one shared through/right-turn lane are recommended for the eastbound and westbound approaches. Per the analysis, a single-lane approach would be adequate along for northbound and southbound traffic. However, additional turn lanes can be provided on the northbound or southbound approaches, if desired.

Consideration was given towards alternative intersection configurations at Lynn Court Drive and Canterbury Place. However, alternatives, such as a roundabout, would not operate as efficiently as the recommended configuration given the close proximity to the signalized intersection at Noland Road and the potential for queues to spill between the roundabout and the signalized intersection. Therefore, a roundabout is not recommended at Lynn Court Drive and Canterbury Place.

It is recommended that the existing unsignalized intersection of 39th Street and Canterbury Place be reconfigured to provide $\frac{3}{4}$ access by restricting the northbound left-turns via installation of a channelized island in the northbound approach. As shown in the Existing and No-Build conditions, the northbound approach would be expected to experience failing operating conditions even without the additional traffic from Wally's. As such, it is recommended that this secondary access drive restrict northbound left-turns to improve operations and safety. Similar to the intersection of Lynn Court Drive and Canterbury Place, alternative intersections, such as a roundabout, were considered. However, given the close proximity to the signalized intersection with Noland Road and the potential for queues to spill back from the signalized intersection, a roundabout is not recommended at 39th Street and Canterbury Place.

The proposed development was evaluated in accordance with Article 14-403 (Gasoline and Fuel Sales) within the Code of Ordinances for the City of Independence, Missouri. Requirements applicable to the proposed development of the Wally's development with respect to this traffic study are summarized below:

- Per Section 14-403-04, all driveways must be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets. As shown, the proposed Wally's site will have both access points located directly off of Canterbury Place, providing space between the major roadways of Noland Road and E 39th Street. Additionally, as part of the Wally's development, the existing offset intersection of Noland Road and Lynn Court Drive would be realigned, and along with the recommended signal timing improvements and additional turn lanes, would ensure that the safety and efficiency of traffic circulation continues to operate acceptably.

- Per Section 14-403-08, the property containing a gasoline and fuel sales facility shall not be located within 750 ft of a property containing the following uses: Used car lot, Car wash, Motor vehicle repair (limited and general), Motor vehicle rental agency, Vehicle storage/tow lot, Tow lot, (limited), Heavy vehicle dealership, Gasoline and fuel sales. The property line of the proposed site does fall within the 750 ft requirement of a nearby gasoline and fuel sale business (QuikTrip gas station located at 4024 S Noland Road). However, as part of the Wally's site plan submittal, an amendment to the City's Unified Development Ordinance (UDO) was proposed that would remove this requirement for properties within 750 feet of an interstate. If the amendment is approved by the City, then the distance relative to the QuikTrip would no longer be relevant.



RECOMMENDED IMPROVEMENTS

In order to accommodate the proposed Wally's Travel Center, several roadway improvements would be necessary. While some improvements would be necessary as a result of the traffic generated by the proposed Wally's, several improvements such as extending the existing acceleration lanes along I-70 at the Noland Road interchange and/or aligning the existing offset intersection of Noland Road with Lynn Court Drive would be recommended regardless of the proposed development as a means of improving conditions (from both a traffic operations and safety perspective) along S Noland Road and/or I-70. Ultimately, it is recommended that the following roadway improvements be made prior to the opening of the Wally's Travel Center:

- I-70 EB Ramps:
 - Provide 250 ft of taper plus at least 615 ft of full width parallel deceleration lane along I-70 that would tie into the existing off ramp.
 - Extend the eastbound acceleration lane by a minimum of 145 ft.
- I-70 WB Ramps:
 - Provide 250 ft of taper plus at least 615 ft of full width parallel deceleration lane along I-70 that would tie into the existing off ramp.
 - Maximize the acceleration lane for the existing westbound on ramp to provide approximately 900 ft, inclusive of taper. Note that the proposed taper would end right before the guardrail for the existing railroad overpass. It should be noted that this length would still not meet AASHTO guidelines given the proximity of the railroad overpass. However, this extension would still represent an improvement as compared to existing conditions.
- Noland Road & I-70 EB Ramp Terminal:
 - Extend the existing four-lane section of the eastbound approach to a total of 400 ft measured from the stop-bar.
- Noland Road & I-70 WB Ramp Terminal:
 - Provide an additional westbound right-turn lane to ultimately provide two left turns lanes and two right turn lanes. The dual right-turn lanes should be signalized, allowing right-turns on red after stop. The right-turn lanes should feed into the two existing northbound through lanes.
- Noland Road & Lynn Court Drive:
 - Reconstruct the intersection to correct the existing offset and to allow for the eastbound and westbound approaches to run concurrently. The following lane configurations are recommended:
 - Eastbound Approach:
 - Provide a dedicated left-turn lane and a shared thru/right turn lane.

- Westbound Approach:
 - Provide dual left-turn lanes, one through lane, and one right-turn lane.
 - Northbound Approach:
 - Provide one left-turn lane, two thru lanes, and one channelized right-turn lane.
 - Southbound Approach:
 - Provide one left-turn lane, one thru lane, and one shared through/right-turn lane.
 - Extend the striping for the southbound left-turn lane to increase the storage length, but do not modify the existing median.
 - Provide new traffic signal structures, appurtenances, and pedestrian signalization (with the exception of the SE quadrant).
 - Provide three southbound lanes immediately south of Lynn Court Drive and extending to the I-70 EB ramp terminal.
 - Close the southernmost Hardee's access drive just north of this intersection to reduce conflicts within the signalized intersection.
- Lynn Court Drive & Canterbury Place:
 - Provide a stop-controlled intersection where northbound and southbound traffic is required to stop and eastbound and westbound traffic travels freely.
 - The following lane configurations are recommended:
 - Eastbound Approach:
 - Provide one shared thru/left turn lane and one shared thru/right turn lane.
 - Westbound Approach:
 - Provide one shared thru/left turn lane and one shared thru/right turn lane.
 - Northbound Approach:
 - Provide a single-lane approach. Although should a left-turn lane be desired it would only be expected to improve operations.
 - Southbound Approach:
 - Provide a single-lane approach. Although should a left-turn lane be desired it would only be expected to improve operations.
- 39th Street & Canterbury Place:
 - Restrict the unsignalized intersection to ¾ access (northbound left turn not permitted) via the construction of a channelized island on the northbound approach.
 - However, should the City of Independence desire, full access at this intersection could remain.

- Noland Road & 42nd Street:
 - Consideration should be given towards restricting left-turns for the eastbound and westbound approaches to improve the efficiency of this unsignalized intersection. The existing left-turning vehicles can divert to the signalized intersection of 42nd Terrace. It is our understanding that future improvements for this intersection are being considered under the City's Capital Improvements Program. It is recommended that future coordination occur to ensure the improvements are included with respect to future corridor signal timings.
- Signal Timing Improvements:

Signal timing improvements along the Noland Road corridor are recommended prior to the Wally's Travel Center being in place. It is anticipated that all cycle lengths, with the exception of Saturday midday, would remain the same. It is recommended that the Saturday midday cycle length be adjusted from 100 seconds to 110 seconds. A full signal timing progression analysis and implementation along the Noland Road corridor is recommended. It should be noted that coordination between Operation Green Light (OGL) will be necessary prior to the implementation of the new signal timings.

2026 FORECASTED CONDITIONS

The year 2026 was selected as the construction year for evaluating near-future traffic conditions based on the anticipated opening of the proposed Wally's. The previously presented recommended improvements were included in the analysis to assess the expected traffic impacts of the Wally's development and ensure that surrounding roadway operations would not be oversaturated. The 2026 Forecasted analysis reflects projected conditions in the study area by incorporating anticipated background traffic growth, trip generation from the proposed Wally's Travel Center, and the recommended traffic improvements.

The 2024 existing traffic volumes were grown by 0.35% through 2026 and combined with trip generation estimates from the proposed Wally's to produce the 2026 Forecasted traffic volumes, as detailed in **Appendix D**.

2026 FORECASTED SYNCHRO TRAFFIC OPERATIONAL ANALYSIS

The evaluation of the 2026 Forecasted Operating Conditions at the study intersections was conducted using Synchro 11, with a summary provided in **Table 23**. It should again be noted that Synchro results are only shown for the study intersections not included within the VISSIM model, as requested by MoDOT, given the higher confidence level in the VISSIM results.

With the Wally's Travel Center and recommended improvements in place, the 2026 Forecasted Conditions are expected to operate acceptably. The US 40 and I-70 interchange would be expected to operate similarly to the 2026 No-Build conditions given that traffic volumes are not anticipated to change at the interchange.

The Noland Road corridor (35th Street to 42nd Terrace) is expected to operate at an overall LOS D or better at signalized intersections, while most unsignalized intersections function adequately. The westbound approach at 37th Street would be expected to operate at a LOS F during all peak periods except for the AM peak period, similar to the No-Build conditions. In addition, the eastbound approach at E 42nd Street would experience a LOS F during the Truman HS and Elementary School dismissal (other periods reported via VISSIM). Despite the LOS F, both 37th Street and 42nd Street intersections maintain acceptable queue lengths and capacity. These operating conditions are similar to the No-Build operating conditions and mitigation measures, such as restricting turning movements at 42nd Street could be pursued should MoDOT and/or the City of Independence desire to do so. It should be noted that the City of Independence is currently planning improvements at 37th Street and 42nd Street as part of their Capital Improvements Plan.

The eastbound approach at Noland Road and E 39th Street would be expected to operate at a LOS D and LOS E during the Truman HS Dismissal and Elementary School Dismissal (other periods reported via VISSIM), respectively, which is improved as compared to the No-Build scenario where the approach operates at a LOS E during both respective peak periods. This improvement is due to signal timing modifications to better accommodate the anticipated increase in traffic flow.

The I-70 and Noland Road interchange would be expected to operate acceptably with the Wally's Travel Center in place during the Truman High School dismissal peak hour and the Elementary School dismissal peak hour (other periods reported via VISSIM) with an overall LOS C or better for both the eastbound and westbound ramp terminals. The additional westbound right-turn lane at the westbound off ramp adds capacity to the interchange, improving the operations. The southbound queue length at the eastbound ramps would be expected to extend past the westbound ramp terminal. However, that is not uncommon in tight diamond interchanges and that condition exists today. The queue length would not be expected to extend past Lynn Court Drive. However, the max queue length would impact Lynn Court Drive during peak periods.

The improved intersection of Noland Road and Lynn Court Drive would be expected to operate at an overall LOS B during both peak periods shown. The average queues would not be expected to extend past nearby intersections and the v/c ratios indicate that there is surplus capacity at this intersection despite the addition of the Wally's traffic. However, it should be noted that during peak periods, the max westbound queue would extend past Canterbury Place periodically.

The stop-controlled intersection of Lynn Court Drive and Canterbury Place would also be expected to operate well during the Truman High School dismissal peak hour and the Elementary School dismissal peak hour (other periods reported via VISSIM) with a LOS C or better for each approach. Vehicular queues would be expected to be minimal at less than one car and the v/c ratios indicate surplus capacity.

Under the 2026 No-Build conditions, the northbound approach with the northbound left-turn restriction in place at Canterbury Place and E 39th Street would be expected to operate at an LOS B or better during all peak periods.

It is our understanding that the City of Independence may prefer for the intersection of Canterbury Place and E 39th Street to remain full access. As such, Lochmueller evaluated both access options. Operating conditions with full access at the intersection rather than the ¾ access are provided in **Table 24**. As shown, the northbound approach would be expected to operate acceptably through all peak periods, with the exception of the northbound approach at Canterbury Place and E 39th Street during the Elementary School Dismissal period which would be expected to operate at a LOS E. However, it is expected that the westbound queue length at Noland Road and 39th Street would extend towards the intersection of Canterbury Place and E 39th Street during all peak hours.

The signalized intersections along E 39th Street at Phelps Road and at Lee's Summit Road would operate at LOS C and LOS D overall or better, respectively, for all approaches and show adequate capacity. The I-70 and Lee's Summit Road interchange would also perform well with LOS C or better and no excessive queuing, which is also observed in the No-Build scenario.

Overall, it can be concluded that with the recommended improvements in place, along with signal timing modifications, the roadway network in the year 2026 will operate acceptably and have adequate capacity to accommodate the additional traffic generated by the proposed Wally's as well as continued growth in background traffic.

Table 23. 2026 Forecasted Operating Conditions (Synchro)

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
1: US 40 & I-70 WB On Ramp / I-70 WB Off-Ramp (signalized)					
Overall Intersection		C (25.7)	D (41.6)		
Westbound Approach	See VISSIM results in Table 24	C (30.7) [#335] <0.83>	C (29.3) [#330] <0.82>	See VISSIM results in Table 24	See VISSIM results in Table 24
Northbound Approach		C (20.5) [#307] <0.90>	C (21.3) [#300] <0.89>		
Southbound Approach		C (25.3) [290] <0.66>	E (56.4) [#729] <1.01>		
2: US 40 & I-70 EB Off-Ramp (signalized)					
Overall Intersection		B (17.3)	C (26.0)		
Eastbound Approach	See VISSIM results in Table 24	B (14.3) [42] <0.66>	E (66.2) [~96] <1.02>	See VISSIM results in Table 24	See VISSIM results in Table 24
Northbound Approach		C (34.0) [273] <0.62>	C (33.1) [255] <0.58>		
Southbound Approach		A (4.9) [m107] <0.30>	A (9.4) [195] <0.61>		
3: Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at WB ramp to US 40 (unsignalized)					
Overall Intersection	Intersection has no conflicting movements				
4: Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at EB 70 loop (unsignalized)					
Overall Intersection	Intersection has no conflicting movements				
5: Noland Rd & E 35th St (signalized)					
Overall Intersection	C (23.4)	C (31.7)	D (36.3)	C (28.1)	C (29.4)
Eastbound Approach	C (34.4) [88] <0.52>	D (39.2) [133] <0.80>	D (48.5) [#218] <0.87>	D (41.9) [165] <0.81>	C (32.6) [103] <0.74>
Westbound Approach	C (34.2) [108] <0.63>	D (54.2) [164] <0.78>	D (44.8) [128] <0.58>	D (41.1) [150] <0.66>	D (40.8) [141] <0.64>
Northbound Approach	A (6.6) [48] <0.35>	C (20.0) [112] <0.66>	C (33.5) [407] <0.58>	B (12.2) [88] <0.62>	C (28.5) [294] <0.72>
Southbound Approach	C (26.1) [235] <0.49>	C (27.9) [305] <0.58>	C (28.0) [334] <0.61>	C (31.1) [371] <0.68>	C (24.4) [320] <0.55>
6: Noland Rd & Noland Ct (signalized)					
Overall Intersection	A (3.0)	A (5.7)	B (12.0)	A (3.9)	A (7.0)
Eastbound Approach	A (0.1) [<25] <0.02>	D (41.3) [40] <0.39>	D (44.0) [58] <0.49>	D (42.8) [38] <0.51>	C (35.0) [33] <0.41>
Westbound Approach	A (0.3) [<25] <0.02>	A (1.9) [<25] <0.16>	A (1.6) [<25] <0.14>	A (1.3) [<25] <0.12>	D (39.3) [<25] <0.14>
Northbound Approach	A (1.2) [<25] <0.21>	A (1.9) [56] <0.39>	A (0.8) [<25] <0.36>	A (1.4) [<25] <0.38>	A (3.0) [106] <0.36>
Southbound Approach	A (4.5) [66] <0.32>	A (8.3) [182] <0.48>	B (19.9) [453] <0.55>	A (3.8) [116] <0.55>	A (8.8) [225] <0.48>

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
7: Noland Rd & E 37th St (unsignalized)					
Eastbound Approach	C (20.4) [<25] <0.05>	D (33.3) [28] <0.29>	F (68.2) [95] <0.67>	D (33.6) [<25] <0.22>	C (16.8) [<25] <0.13>
Westbound Approach	D (26.3) [28] <0.28>	F (124.1) [95] <0.75>	F (106.5) [68] <0.61>	F (203.0) [75] <0.77>	F (60.6) [40] <0.39>
Northbound Left-Turn	A (9.3) [<25] <0.00>	B (11.6) [<25] <0.01>	B (11.4) [<25] <0.00>	B (12.7) [<25] <0.01>	B (10.6) [<25] <0.01>
Southbound Left-Turn	A (9.3) [<25] <0.03>	B (10.8) [<25] <0.04>	B (10.8) [<25] <0.04>	B (11.8) [<25] <0.05>	B (10.9) [<25] <0.02>
8: Noland Rd & E 39th St (signalized)					
Overall Intersection	See VISSIM results in Table 24	C (27.0)	D (35.8)	See VISSIM results in Table 24	See VISSIM results in Table 24
Eastbound Approach		D (50.0) [#264] <0.83>	E (60.0) [#342] <0.90>		
Westbound Approach		D (48.3) [180] <0.70>	D (44.9) [#208] <0.77>		
Northbound Approach		B (15.0) [255] <0.80>	C (21.0) [#282] <0.94>		
Southbound Approach		C (23.5) [286] <0.70>	D (37.6) [#492] <0.85>		
9: Noland Rd & Lynn Ct Dr (signalized)					
Overall Intersection	See VISSIM results in Table 24	B (15.0)	B (13.8)	See VISSIM results in Table 24	See VISSIM results in Table 24
Eastbound Approach		C (23.4) [m65] <0.66>	C (25.6) [m72] <0.77>		
Westbound Approach		D (44.7) [190] <0.81>	D (40.7) [158] <0.75>		
Northbound Approach		A (7.7) [156] <0.62>	A (7.0) [112] <0.61>		
Southbound Approach		A (8.4) [248] <0.65>	A (7.1) [98] <0.70>		
10: Noland Rd & I-70 WB Off Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 24	B (16.4)	B (13.8)	See VISSIM results in Table 24	See VISSIM results in Table 24
Westbound Approach		D (37.9) [159] <0.82>	C (34.2) [114] <0.77>		
Northbound Approach		A (9.4) [501] <0.44>	A (9.5) [169] <0.42>		
Southbound Approach		B (12.3) [154] <0.54>	B (10.6) [132] <0.53>		
11: Noland Rd & I-70 EB Off Ramp/I-70 EB On Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 24	C (23.3)	C (21.0)	See VISSIM results in Table 24	See VISSIM results in Table 24
Eastbound Approach		D (43.4) [248] <0.84>	C (33.6) [204] <0.81>		
Northbound Approach		C (20.1) [195] <0.59>	C (22.6) [298] <0.67>		
Southbound Approach		B (13.7) [399] <0.77>	B (10.8) [355] <0.75>		

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
12: Noland Rd & E 42nd St (unsignalized)					
Eastbound Approach	See VISSIM results in Table 24	F (84.0) [48] <0.45>	F (94.6) [40] <0.42>	See VISSIM results in Table 24	See VISSIM results in Table 24
Westbound Approach		C (22.4) [30] <0.29>	D (28.6) [43] <0.38>		
Northbound Left-Turn		A (9.9) [<25] <0.01>	B (11.2) [<25] <0.01>		
Southbound Left-Turn		B (11.8) [<25] <0.15>	B (13.7) [<25] <0.17>		
13: Noland Rd & E 42nd Terrace (signalized)					
Overall Intersection	See VISSIM results in Table 24	C (21.6)	C (27.1)	See VISSIM results in Table 24	See VISSIM results in Table 24
Eastbound Approach		D (51.4) [109] <0.55>	E (62.4) [#218] <0.84>		
Westbound Approach		C (29.3) [132] <0.59>	D (36.5) [165] <0.75>		
Northbound Approach		C (21.7) [353] <0.55>	C (26.6) [390] <0.65>		
Southbound Approach		B (15.3) [342] <0.40>	B (16.9) [344] <0.59>		
14: Canterbury Pl & Lynn Court Dr (unsignalized)					
Eastbound Left-Turn	See VISSIM results in Table 24	A (8.4) [<25] <0.03>	A (8.5) [<25] <0.05>	See VISSIM results in Table 24	See VISSIM results in Table 24
Westbound Left-Turn		A (0.0) [<25] <0.00>	A (0.0) [<25] <0.00>		
Northbound Approach		C (20.0) [<25] <0.07>	C (21.2) [<25] <0.13>		
Southbound Approach		B (12.3) [<25] <0.17>	B (13.1) [<25] <0.24>		
15: Lynn Ct Dr & E 39th St (unsignalized)					
Westbound Left-Turn	A (8.1) [<25] <0.01>	A (8.3) [<25] <0.02>	A (9.2) [<25] <0.03>	A (8.6) [<25] <0.02>	A (8.6) [<25] <0.02>
Northbound Approach	B (12.6) [<25] <0.10>	B (13.5) [<25] <0.15>	C (18.6) [28] <0.28>	C (15.8) [<25] <0.24>	C (15.4) [25] <0.25>
16: Canterbury Pl & E 39th St (unsignalized)					
Eastbound Left-Turn	A (8.5) [<25] <0.00>	A (8.1) [<25] <0.01>	A (8.3) [<25] <0.01>	A (8.1) [<25] <0.01>	A (8.2) [<25] <0.01>
Westbound Left-Turn	A (7.8) [<25] <0.02>	A (8.4) [<25] <0.02>	A (9.1) [<25] <0.03>	A (8.7) [<25] <0.02>	A (8.3) [<25] <0.02>
Northbound Approach	A (9.5) [<25] <0.02>	B (11.4) [<25] <0.09>	B (14.0) [<25] <0.17>	B (12.9) [<25] <0.14>	B (11.0) [<25] <0.06>
Southbound Approach	B (13.6) [<25] <0.05>	C (16.1) [<25] <0.10>	C (19.9) [<25] <0.14>	C (15.8) [<25] <0.07>	B (12.8) [<25] <0.05>
17: Hocker Ave & E 39th St (unsignalized)					
Eastbound Left-Turn	A (0.0) [<25] <0.00>	A (8.0) [<25] <0.00>	A (0.0) [<25] <0.00>	A (0.0) [<25] <0.00>	A (8.1) [<25] <0.00>
Westbound Left-Turn	A (7.6) [<25] <0.00>	A (8.3) [<25] <0.00>	A (9.1) [<25] <0.00>	A (8.5) [<25] <0.00>	A (8.2) [<25] <0.00>
Northbound Approach	B (14.0) [<25] <0.05>	C (16.6) [<25] <0.06>	D (30.1) [<25] <0.14>	C (18.0) [<25] <0.07>	C (15.3) [<25] <0.06>
Southbound Approach	A (0.0) [<25] <0.00>	B (10.2) [<25] <0.01>	A (0.0) [<25] <0.00>	C (18.5) [<25] <0.02>	B (10.4) [<25] <0.01>

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
18: Phelps Rd & E 39th St (signalized)					
Overall Intersection	B (19.7)	C (22.4)	C (30.6)	C (25.9)	C (21.2)
Eastbound Approach	C (22.1) [108] <0.26>	C (24.2) [221] <0.52>	D (44.3) [#525] <0.89>	C (33.8) [#401] <0.73>	C (26.6) [281] <0.56>
Westbound Approach	C (20.8) [267] <0.45>	C (22.8) [248] <0.45>	C (26.7) [329] <0.66>	C (24.1) [248] <0.47>	B (19.2) [257] <0.44>
Northbound Approach	B (16.3) [78] <0.18>	B (15.9) [78] <0.17>	B (15.7) [98] <0.24>	B (16.4) [97] <0.24>	B (14.5) [76] <0.14>
Southbound Approach	B (18.7) [48] <0.13>	C (24.6) [104] <0.34>	C (25.7) [117] <0.26>	C (23.1) [99] <0.20>	C (22.5) [71] <0.17>
19: Lee's Summit Rd & E 39th St (signalized)					
Overall Intersection	C (23.8)	C (33.1)	D (38.2)	D (37.0)	C (27.5)
Eastbound Approach	B (16.6) [51] <0.35>	C (31.4) [158] <0.32>	D (43.2) [#310] <0.66>	D (52.5) [#345] <0.78>	C (32.7) [#156] <0.65>
Westbound Approach	C (22.0) [157] <0.50>	C (29.7) [276] <0.61>	C (34.0) [279] <0.62>	C (28.4) [256] <0.43>	C (22.6) [217] <0.60>
Northbound Approach	C (21.7) [74] <0.64>	C (22.3) [103] <0.68>	C (25.2) [170] <0.74>	C (20.6) [208] <0.75>	C (24.6) [#180] <0.76>
Southbound Approach	C (33.0) [135] <0.69>	D (53.7) [205] <0.73>	D (53.3) [#283] <0.85>	D (52.6) [252] <0.84>	C (33.6) [171] <0.71>
20: Lee's Summit Rd & I-70 WB On-Ramp / I-70 WB Off-Ramp (signalized)					
Overall Intersection		B (17.0)	B (14.2)		
Westbound Approach	See VISSIM results in Table 24	C (26.6) [126] <0.51>	C (27.9) [120] <0.55>	See VISSIM results in Table 24	See VISSIM results in Table 24
Northbound Approach		B (17.5) [214] <0.62>	B (14.9) [195] <0.55>		
Southbound Approach		B (12.2) [122] <0.26>	A (9.0) [142] <0.40>		
21: Lee's Summit Rd & I-70 EB Off-Ramp / I-70 EB On-Ramp (signalized)					
Overall Intersection		C (20.1)	C (20.6)		
Eastbound Approach	See VISSIM results in Table 24	D (36.6) [144] <0.65>	C (33.2) [157] <0.68>	See VISSIM results in Table 24	See VISSIM results in Table 24
Northbound Approach		B (16.4) [143] <0.26>	B (17.4) [178] <0.32>		
Southbound Approach		B (11.6) [187] <0.34>	B (14.5) [289] <0.58>		

Delay presented in seconds per vehicle

- 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles

m – Volume for 95th percentile queue is metered by upstream signal

Table 24. 2026 Forecasted Operating Conditions (Synchro) – Full Access at Canterbury PI & E 39th St

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
8: Noland Rd & E 39th St (signalized)					
Overall Intersection	C (22.7)	C (26.5)	C (34.1)	D (37.0)	C (35.0)
Eastbound Approach	C (30.9) [122] <0.57>	D (50.7) [#264] <0.83>	E (60.0) [#342] <0.90>	D (53.1) [#346] <0.88>	D (42.5) [233] <0.77>
Westbound Approach	D (44.9) [215] <0.78>	D (49.2) [#220] <0.76>	D (44.9) [#208] <0.77>	D (48.1) [201] <0.75>	D (50.6) [#212] <0.77>
Northbound Approach	B (12.5) [105] <0.64>	B (12.1) [228] <0.69>	B (15.1) [#219] <0.78>	B (16.3) [333] <0.69>	B (12.1) [#202] <0.69>
Southbound Approach	B (14.3) [55] <0.59>	C (23.5) [286] <0.70>	D (37.6) [#492] <0.85>	D (47.4) [#574] <0.99>	D (49.2) [#553] <0.91>
9: Noland Rd & Lynn Ct Dr (signalized)					
Overall Intersection	B (16.9)	B (15.1)	B (13.9)	C (30.8)	C (22.1)
Eastbound Approach	B (15.4) [m14] <0.57>	C (23.4) [m66] <0.66>	C (25.4) [m74] <0.77>	D (49.5) [#160] <0.90>	C (22.2) [m64] <0.71>
Westbound Approach	D (42.5) [152] <0.70>	D (48.5) [190] <0.81>	D (45.6) [158] <0.75>	D (45.4) [160] <0.75>	D (46.6) [163] <0.75>
Northbound Approach	B (15.4) [181] <0.68>	A (7.7) [156] <0.62>	A (7.0) [112] <0.61>	C (20.3) [m528] <0.75>	B (17.0) [m427] <0.69>
Southbound Approach	A (9.1) [133] <0.65>	A (8.4) [248] <0.65>	A (7.1) [98] <0.70>	C (34.9) [m315] <0.88>	B (19.4) [m#556] <0.86>
14: Canterbury PI & Lynn Court Dr (unsignalized)					
Eastbound Left-Turn	A (9.0) [<25] <0.01>	A (8.4) [<25] <0.03>	A (8.5) [<25] <0.05>	A (8.8) [<25] <0.07>	A (8.2) [<25] <0.02>
Westbound Left-Turn	A (0.0) [<25] <0.00>	A (0.0) [<25] <0.00>	A (0.0) [<25] <0.00>	A (0.0) [<25] <0.00>	A (8.2) [<25] <0.00>
Northbound Approach	A (0.0) [<25] <0.00>	C (19.3) [<25] <0.07>	C (20.5) [<25] <0.12>	D (26.8) [<25] <0.15>	C (17.5) [<25] <0.03>
Southbound Approach	C (15.0) [<25] <0.14>	B (13.6) [<25] <0.10>	B (13.9) [<25] <0.15>	C (16.1) [<25] <0.10>	B (11.9) [<25] <0.10>
16: Canterbury PI & E 39th St (unsignalized)					
Eastbound Left-Turn	A (8.5) [<25] <0.00>	A (8.1) [<25] <0.01>	A (8.3) [<25] <0.01>	A (8.1) [<25] <0.01>	A (8.2) [<25] <0.01>
Westbound Left-Turn	A (7.8) [<25] <0.02>	A (8.4) [<25] <0.02>	A (9.1) [<25] <0.03>	A (8.7) [<25] <0.02>	A (8.3) [<25] <0.02>
Northbound Approach	B (12.7) [<25] <0.05>	C (20.3) [<25] <0.32>	E (38.3) [83] <0.58>	C (23.3) [45] <0.40>	C (17.9) [<25] <0.22>
Southbound Approach	B (13.6) [<25] <0.05>	C (16.2) [<25] <0.10>	C (19.9) [<25] <0.14>	C (15.9) [<25] <0.07>	B (12.8) [<25] <0.05>

Delay presented in seconds per vehicle

- 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cyclesm – Volume for 95th percentile queue is metered by upstream signal

2026 FORECASTED VISSIM TRAFFIC OPERATIONAL ANALYSIS

The 2026 Forecasted operating conditions at the study intersections were evaluated using VISSIM and are summarized in **Table 25**.

As shown, the forecasted operating conditions generally align with those determined for the 2026 No-Build conditions, demonstrating that the roadway network will have ample capacity in the year 2026 with Wally's development in place assuming the recommended improvements are implemented.

It should again be noted that the VISSIM model does not include all of the study area intersections but rather reflects conditions along I-70 at the ramp terminals from US 40/Blue Ridge Boulevard to Lee's Summit Road as well as the intersections along Noland Road from 42nd Terrace to 39th Street. The operating conditions depicted by the VISSIM models confirm the acceptable operating conditions within the area studied and that there is capacity available.

The US 40 and I-70 interchange is expected to operate acceptably with an overall LOS C or better during all reporting peak periods. Little changes are expected at this interchange when compared to the No-Build scenario as traffic volumes at the interchange are not expected to be impacted by the proposed development.

The I-70 and Noland Road interchange is expected to operate at an overall LOS C or better during all three reporting peak periods considered by VISSIM. Similar to existing and No-Build conditions, the queue lengths do extend past the adjacent ramp terminals. However, the average southbound queue length on Noland Road from the I-70 ramp terminals is not expected to extend past Lynn Court Drive, and the northbound queue is not expected to extend past 42nd Terrace, indicating that the interchange would continue to operate reasonably even with the proposed Wally's in place.

The Noland Road corridor is also expected to operate acceptably, similar to the Synchro results. The signalized intersections along Noland Road would operate with an overall LOS C or better during all three reporting peak periods considered. All unsignalized intersections along Noland Road generally operate acceptably, with improved operations when compared to No-Build conditions due to signal timing efficiencies.

The improved intersection of Noland Road with Lynn Court Drive would be expected to operate at an overall LOS B during all three reporting peak periods analyzed in VISSIM, with each approach operating at a LOS D or better. The internal intersection of Lynn Court Drive and Canterbury Place would also be expected to operate well with a LOS B or better on each approach.

Lastly, the Lee's Summit interchange would also operate favorably with an overall LOS B or better during all three peak periods modeled, with all individual approaches operating at a LOS C or better.

Overall, it can be concluded that with the recommended improvements in place, the study area would be able to adequately accommodate the proposed Wally's development through the year 2026.

Table 25. 2026 Forecasted Operating Conditions (VISSIM)

Intersection & Movements	LOS (Delay, sec) [Average Queue, ft] {Max Queue, ft}		
	AM Peak Hour	PM Peak Hour	Sat Midday Hour
1: US 40 & I-70 WB On Ramp / I-70 WB Off-Ramp (signalized)			
Overall Intersection	B (13.1)	C (20.4)	B (16.0)
Westbound Approach	B (19.1) [43] {271}	C (21.6) [50] {313}	B (17.4) [45] {322}
Northbound Approach	A (5.9) [<25] {334}	B (10.3) [28] {295}	B (12.6) [45] {297}
Southbound Approach	B (19.2) [31] {203}	C (24.6) [121] {608}	B (17.4) [45] {281}
2: US 40 & I-70 EB Off-Ramp (signalized)			
Overall Intersection	B (15.6)	B (15.6)	B (13.3)
Eastbound Approach	A (8.5) [<25] {84}	B (14.0) [<25] {111}	A (9.6) [<25] {95}
Northbound Approach	B (17.8) [53] {316}	C (30.7) [74] {329}	B (18.9) [45] {260}
Southbound Approach	B (14.1) [25] {194}	A (8.0) [56] {261}	A (9.7) [33] {240}
8: Noland Rd & E 39th St (signalized)			
Overall Intersection	C (25.1)	C (30.6)	C (28.4)
Eastbound Approach	C (29.1) [59] {197}	D (44.0) [133] {557}	D (36.2) [95] {353}
Westbound Approach	D (38.4) [127] {452}	D (39.7) [102] {371}	D (40.0) [105] {402}
Northbound Approach	B (11.1) [32] {228}	B (16.0) [94] {521}	B (14.3) [88] {397}
Southbound Approach	C (26.2) [84] {363}	D (37.9) [159] {630}	D (36.4) [147] {531}
9: Noland Rd & Lynn Ct Dr (signalized)			
Overall Intersection	B (11.3)	B (18.7)	B (14.5)
Eastbound Approach	B (14.9) [<25] {115}	C (27.7) [45] {296}	C (22.0) [33] {233}
Westbound Approach	D (36.8) [64] {315}	D (35.9) [56] {263}	D (37.2) [61] {280}
Northbound Approach	A (7.5) [26] {203}	B (10.1) [62] {469}	B (10.3) [68] {379}
Southbound Approach	A (5.3) [28] {238}	C (22.5) [113] {419}	B (10.9) [64] {370}
10: Noland Rd & I-70 WB Off Ramp (signalized)			
Overall Intersection	B (11.6)	B (12.3)	B (12.8)
Westbound Approach	C (20.6) [<25] {150}	C (29.1) [44] {188}	C (30.6) [58] {229}
Northbound Approach ⁷	A (4.1) [<25] {140}	A (2.7) [<25] {195}	A (3.2) [<25] {219}
Southbound Approach	B (13.3) [56] {403}	B (15.1) [91] {564}	B (13.1) [68] {467}
11: Noland Rd & I-70 EB Off Ramp/I-70 EB On Ramp (signalized)			
Overall Intersection	B (17.6)	C (21.9)	B (20.0)
Eastbound Approach	C (29.9) [54] {249}	D (36.4) [92] {365}	D (35.4) [87] {349}
Northbound Approach	C (21.1) [34] {239}	C (28.9) [107] {488}	C (27.4) [87] {464}
Southbound Approach ⁸	A (8.1) [55] {240}	A (6.1) [28] {265}	A (4.5) [<25] {253}
12: Noland Rd & E 42nd St (unsignalized)			
Eastbound Approach	B (13.5) [<25] {42}	D (30.5) [<25] {73}	D (27.8) [<25] {96}
Westbound Approach	A (8.0) [<25] {91}	C (15.2) [<25] {125}	B (12.5) [<25] {100}
Northbound Left-Turn	A (2.9) [<25] {66}	A (7.3) [<25] {217}	B (12.6) [<25] {204}
Southbound Left-Turn	A (3.4) [<25] {95}	A (8.7) [<25] {133}	A (8.3) [<25] {176}
13: Noland Rd & E 42nd Terrace (signalized)			
Overall Intersection	A (6.5)	B (15.9)	B (12.1)
Eastbound Approach	D (39.1) [<25] {134}	D (44.7) [48] {250}	D (43.0) [29] {163}
Westbound Approach	C (23.2) [<25] {97}	C (27.3) [51] {218}	C (27.9) [45] {209}
Northbound Approach	A (5.1) [<25] {162}	B (16.7) [65] {403}	B (12.3) [46] {372}
Southbound Approach	A (2.1) [<25] {133}	A (6.7) [27] {286}	A (5.4) [<25] {253}

⁷ Northbound queues extended to upstream intersection, capping the max queue at ~220ft, actual queues represented by the Northbound Approach at the I-70 EB Off Ramp.

⁸ Southbound queues extended to upstream intersection, capping the max queue at ~240ft, actual queues represented by the Southbound Approach at the I-70 WB Off Ramp.

Intersection & Movements	LOS (Delay, sec) [Average Queue, ft] {Max Queue, ft}		
	AM Peak Hour	PM Peak Hour	Sat Midday Hour
14: Canterbury Pl & Lynn Court Dr (unsignalized)			
Eastbound Left-Turn	A (1.9) [<25] {<25}	A (1.6) [<25] {43}	A (1.7) [<25] {27}
Westbound Left-Turn	A (0.0) [<25] {<25}	A (0.0) [<25] {<25}	A (2.7) [<25] {<25}
Northbound Approach	A (0.0) [<25] {<25}	B (11.7) [<25] {49}	B (10.8) [<25] {26}
Southbound Approach	A (8.5) [<25] {75}	A (8.0) [<25] {84}	A (8.8) [<25] {78}
20: Lee's Summit Rd & I-70 WB On-Ramp / I-70 WB Off-Ramp (signalized)			
Overall Intersection	A (9.8)	B (12.6)	B (11.8)
Westbound Approach	B (15.7) [<25] {160}	B (19.4) [29] {202}	B (17.3) [29] {216}
Northbound Approach	A (6.1) [<25] {172}	B (12.7) [58] {313}	A (7.9) [27] {240}
Southbound Approach	B (10.8) [<25] {156}	B (10.2) [<25] {180}	B (14.5) [29] {179}
21: Lee's Summit Rd & I-70 EB Off-Ramp / I-70 EB On-Ramp (signalized)			
Overall Intersection	B (14.4)	B (17.1)	B (14.3)
Eastbound Approach	B (16.2) [<25] {105}	C (27.8) [53] {213}	B (17.9) [34] {165}
Northbound Approach	A (8.3) [<25] {153}	B (14.5) [30] {227}	B (12.8) [29] {216}
Southbound Approach	B (19.9) [75] {228}	B (11.7) [60] {283}	B (13.2) [68] {267}

2026 FORECASTED SAFETY MODELING ANALYSIS

The 2026 Forecasted safety models were created using the same modeling methodology applied to the No-Build analysis and updated to reflect the volume, geometric, and operational changes considered in the 2026 Forecasted conditions. The resulting predicted crashes are shown below in **Table 26**, along with a comparison to the 2026 No-Build results.

Table 26. 2026 Build Predicted Annual Crashes

Roadway Facility Type	2026 No-Build Annual Crashes	2026 Forecasted Annual Crashes
Freeway Segments	94.5	93.5
Ramp Segments	4.5	4.7
Ramp Terminals	20.4	22.0
Arterial Segments	2.3	2.5
Arterial Intersections	13.7	15.6
Total	135.5	138.3

As shown, the number of predicted crashes increases nominally from 135.5 annual crashes to 138.3 annual crashes under the 2026 Forecasted conditions. This is largely due to the shift in volume in the study area (diverted trips from I-70 to and from the proposed Wally's) which otherwise would not access Noland Road under No-Build conditions.

The number of freeway crashes shows a slight decrease in predicted values. This is due to the number of vehicles normally passing by the Noland Road interchange on the freeway who instead divert to the ramps to access the proposed Wally's development. This results in a lower number of vehicles on the I-70 between the ramps under Forecasted conditions as compared to No-Build conditions, which in turn results in a lower number of freeway segment crashes. The decrease in freeway segment crashes is also due to the increased deceleration and acceleration lengths recommended for the ramps at the Noland Road interchange.

The ramp segments, ramp terminals, arterial segments, and arterial intersections all experience higher volumes under the Forecasted conditions, which results in higher crash exposure rates on those segments. This in turn increases the number of crashes on those facilities. While there is an increase in the total number of crashes, it is minimal at only 2.8 more annual crashes, which equates to just over 2% per year.

2046 FORECASTED CONDITIONS

The year 2046 was selected as the design year for evaluating future traffic conditions based on a 20-year design horizon from when the proposed Wally's would be open. The 20-year scenario is a planning-level analysis intended to help the City of Independence and MoDOT strategize future infrastructure needs.

The previously presented recommended improvements were included in the analysis to assess the expected traffic impacts of the Wally's development and ensure that surrounding roadway operations would not be oversaturated. The 2046 Forecasted analysis reflects projected conditions in the study area by incorporating anticipated background traffic growth, trip generation from the proposed Wally's Travel Center, and recommended traffic improvements.

The 2024 existing traffic volumes were grown by 0.35% through the year 2046 and combined with trip generation estimates from the proposed Wally's to produce the 2046 Forecasted traffic volumes, as detailed in **Appendix E**.

2046 FORECASTED SYNCHRO TRAFFIC OPERATIONAL ANALYSIS

The 2046 Forecasted Operating Conditions were evaluated at the study intersections using Synchro 11, with a summary provided in **Table 27**. It should again be noted that Synchro results are only shown for the study intersections not included within the VISSIM model, as requested by MoDOT, given the higher confidence level in the VISSIM results.

With the Wally's Travel Center and recommended improvements in place, the 2046 Forecasted Conditions are expected to operate acceptably overall. The US 40 and I-70 interchange would be expected to operate similarly to the 2046 No-Build conditions given that traffic volumes are not anticipated to change at the interchange.

The Noland Road corridor (35th Street to 42nd Terrace) is expected to continue to operate at an overall LOS D or better at signalized intersections, while most unsignalized intersections function adequately. Similar to the previous scenarios, the westbound approach at 37th Street would be expected to operate at a LOS F during all peak periods except for the AM peak period. In addition, the eastbound approach at E 42nd Street would experience a LOS F during the Truman HS and Elementary School dismissal (other periods reported via VISSIM). However, both the 37th Street and 42nd Street intersections maintain acceptable queue lengths and capacity. These operating conditions are similar to the No-Build operating conditions and mitigation measures, such as restricting turning movements at 42nd Street could be pursued if desired by MoDOT and/or the City of Independence. However, it is our understanding that the City of Independence is evaluating improvements to these intersections as part of their Capital Improvement Plan.

The eastbound approach at Noland Road and E 39th Street would be expected to operate at a LOS D and LOS E during the Truman HS Dismissal and Elementary School Dismissal (other periods reported via VISSIM), respectively, which is similar to the 2026 Forecasted scenario.

The I-70 and Noland Road interchange would be expected to operate acceptably with the Wally's Travel Center in place during the Truman High School dismissal peak hour and the Elementary School dismissal

peak hour (other periods reported via VISSIM) with an overall LOS C or better for both the eastbound and westbound ramp terminals. The additional westbound right-turn lane on the off ramp would add capacity to the interchange, thereby improving the operations. The southbound queue length at the eastbound ramps is still expected to extend past the westbound ramp terminal, as it does today. However, the queue length would not be expected to extend past Lynn Court Drive based on the Synchro analysis.

The realigned and improved intersection of Noland Road and Lynn Court Drive would be expected to operate at an overall LOS B during both peak periods shown (other periods reported via VISSIM). The average queues would not be expected to extend past nearby intersections and the v/c ratios indicate that there is surplus capacity at this intersection despite the addition of the Wally's traffic. However, it should be noted that during peak periods, the max westbound queue would extend past Canterbury Place periodically.

The intersection of Lynn Court Drive and Canterbury Place would also be expected to operate well during the Truman High School dismissal peak hour and the Elementary School dismissal peak hour (other periods reported via VISSIM) with a LOS C or better for each approach. Queues would be expected to be minimal at less than one car and the v/c ratios indicate surplus capacity.

Under the 2046 No-Build conditions, the northbound approach at Canterbury Place and E 39th Street would be expected to operate at a LOS B through the year 2046 with the northbound left-turn restriction in place.

However, similar to the 2026 Forecasted scenario, the intersection of Canterbury Place and E 39th Street was modeled with full access should the City of Independence choose to maintain the existing access control. Operating conditions with full access at Canterbury Place and E 39th Street are provided in **Table 28**. As shown, the northbound approach would be expected to generally operate acceptably through all peak periods, with the exception of the Elementary School Dismissal periods where the northbound would be expected to operate at a LOS F. In addition, it is expected that the westbound queue length at Noland Road and 39th Street would extend past the intersection of Canterbury Place and E 39th Street during the weekday AM, Elementary School Dismissal, and Saturday midday peak hours.

The signalized intersections at Phelps Road and Lee's Summit Road with E 39th Street would operate at LOS C and LOS D overall or better, respectively, for all approaches and show adequate capacity. The I-70 and Lee's Summit Road interchange would also perform well with LOS C or better with no excessive queuing, which is also observed in the No-Build scenario as well as the 2026 Forecasted scenario.

Overall, it can be concluded that even when the additional traffic from the proposed Wally's and 20 years of continued growth in background traffic is considered, that the roadway network in the year 2046 will operate acceptably and have adequate capacity once the recommended intersection improvements are constructed and signal timing modifications are implemented along the Noland Road corridor.

Table 27. 2046 Forecasted Operating Conditions (Synchro)

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
1: US 40 & I-70 WB On Ramp / I-70 WB Off-Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 27	C (29.8)	E (59.8)	See VISSIM results in Table 27	See VISSIM results in Table 27
Westbound Approach		C (33.7) [#369] <0.89>	C (30.0) [#342] <0.81>		
Northbound Approach		C (30.3) [#359] <0.96>	D (48.4) [#334] <1.07>		
Southbound Approach		C (26.7) [319] <0.71>	E (79.6) [#817] <1.08>		
2: US 40 & I-70 EB Off-Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 27	B (16.3)	C (27.1)	See VISSIM results in Table 27	See VISSIM results in Table 27
Eastbound Approach		B (14.3) [44] <0.67>	E (71.0) [80] <1.03>		
Northbound Approach		C (22.8) [276] <0.47>	D (36.5) [284] <0.66>		
Southbound Approach		B (11.9) [m145] <0.48>	A (8.2) [m111] <0.79>		
3: Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at WB ramp to US 40 (unsignalized)					
Overall Intersection	Intersection has no conflicting movements				
4: Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at EB 70 loop (unsignalized)					
Overall Intersection	Intersection has no conflicting movements				
5: Noland Rd & E 35th St (signalized)					
Overall Intersection	C (23.9)	C (31.0)	C (29.8)	C (30.7)	C (25.2)
Eastbound Approach	C (34.6) [92] <0.54>	D (37.5) [140] <0.78>	D (41.2) [182] <0.81>	D (44.7) [185] <0.84>	C (31.4) [110] <0.73>
Westbound Approach	C (34.6) [115] <0.65>	D (50.8) [172] <0.78>	D (42.7) [132] <0.58>	D (42.2) [161] <0.69>	D (41.8) [152] <0.69>
Northbound Approach	A (6.8) [51] <0.38>	B (13.2) [131] <0.62>	B (14.2) [242] <0.63>	B (15.4) [86] <0.68>	B (14.4) [125] <0.64>
Southbound Approach	C (27.1) [255] <0.53>	D (35.6) [387] <0.73>	C (33.9) [425] <0.72>	C (33.6) [408] <0.75>	C (27.8) [381] <0.63>
6: Noland Rd & Noland Ct (signalized)					
Overall Intersection	A (3.0)	A (4.0)	A (4.9)	A (8.0)	A (7.2)
Eastbound Approach	A (0.1) [<25] <0.03>	D (41.6) [42] <0.41>	D (44.9) [62] <0.51>	D (44.5) [42] <0.53>	D (38.0) [37] <0.44>
Westbound Approach	A (0.2) [<25] <0.02>	A (1.9) [<25] <0.16>	A (1.7) [<25] <0.15>	A (1.3) [<25] <0.13>	D (42.5) [<25] <0.14>
Northbound Approach	A (1.3) [<25] <0.23>	A (2.5) [78] <0.42>	A (2.1) [70] <0.38>	B (10.5) [455] <0.41>	A (9.6) [439] <0.38>
Southbound Approach	A (4.5) [75] <0.35>	A (4.1) [108] <0.52>	A (5.2) [149] <0.59>	A (4.0) [134] <0.60>	A (3.2) [93] <0.49>

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
7: Noland Rd & E 37th St (unsignalized)					
Eastbound Approach	C (21.8) [<25] <0.06>	E (40.2) [38] <0.35>	F (104.2) [128] <0.83>	E (41.8) [28] <0.28>	C (18.2) [<25] <0.15>
Westbound Approach	D (31.5) [38] <0.35>	F (211.4) [128] <1.00>	F (204.4) [100] <0.89>	F (347.2) [98] <1.07>	F (87.1) [55] <0.51>
Northbound Left-Turn	A (9.6) [<25] <0.00>	B (12.2) [<25] <0.01>	B (12.0) [<25] <0.00>	B (13.5) [<25] <0.01>	B (11.0) [<25] <0.01>
Southbound Left-Turn	A (9.5) [<25] <0.03>	B (11.2) [<25] <0.04>	B (11.3) [<25] <0.05>	B (12.4) [<25] <0.06>	B (11.3) [<25] <0.02>
8: Noland Rd & E 39th St (signalized)					
Overall Intersection	See VISSIM results in Table 27	C (30.5)	D (39.2)	See VISSIM results in Table 27	See VISSIM results in Table 27
Eastbound Approach		D (46.9) [#267] <0.82>	E (67.9) [#388] <0.99>		
Westbound Approach		D (45.1) [184] <0.68>	D (51.3) [#228] <0.80>		
Northbound Approach		C (22.5) [#457] <0.93>	C (23.0) [368] <0.88>		
Southbound Approach		C (27.6) [#484] <0.78>	D (39.7) [#536] <0.96>		
9: Noland Rd & Lynn Ct Dr (signalized)					
Overall Intersection	See VISSIM results in Table 27	B (14.4)	B (19.1)	See VISSIM results in Table 27	See VISSIM results in Table 27
Eastbound Approach		C (24.3) [m66] <0.68>	C (34.4) [m113] <0.84>		
Westbound Approach		D (45.0) [192] <0.82>	D (44.5) [164] <0.80>		
Northbound Approach		A (8.0) [171] <0.65>	B (17.7) [456] <0.67>		
Southbound Approach		A (6.5) [94] <0.68>	A (5.5) [88] <0.76>		
10: Noland Rd & I-70 WB Off Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 27	B (17.6)	B (15.1)	See VISSIM results in Table 27	See VISSIM results in Table 27
Westbound Approach		D (40.1) [184] <0.83>	D (38.0) [145] <0.78>		
Northbound Approach		B (10.6) [210] <0.48>	B (10.8) [m101] <0.46>		
Southbound Approach		B (13.1) [179] <0.57>	B (11.1) [208] <0.56>		
11: Noland Rd & I-70 EB Off Ramp/I-70 EB On Ramp (signalized)					
Overall Intersection	See VISSIM results in Table 27	C (24.3)	C (30.7)	See VISSIM results in Table 27	See VISSIM results in Table 27
Eastbound Approach		D (41.2) [256] <0.82>	C (33.1) [205] <0.77>		
Northbound Approach		C (23.3) [228] <0.71>	D (51.0) [#433] <0.99>		
Southbound Approach		B (14.7) [456] <0.78>	A (7.1) [154] <0.65>		

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
12: Noland Rd & E 42nd St (unsignalized)					
Eastbound Approach	See VISSIM results in Table 27	F (131.0) [65] <0.62>	F (154.4) [58] <0.59>	See VISSIM results in Table 27	See VISSIM results in Table 27
Westbound Approach		D (25.8) [38] <0.34>	E (37.5) [58] <0.48>		
Northbound Left-Turn		B (10.3) [<25] <0.01>	B (11.7) [<25] <0.01>		
Southbound Left-Turn		B (12.5) [<25] <0.17>	B (14.8) [<25] <0.20>		
13: Noland Rd & E 42nd Terrace (signalized)					
Overall Intersection	See VISSIM results in Table 27	C (23.7)	C (26.7)	See VISSIM results in Table 27	See VISSIM results in Table 27
Eastbound Approach		D (51.1) [114] <0.56>	E (57.8) [#217] <0.82>		
Westbound Approach		C (29.9) [139] <0.61>	D (41.3) [#196] <0.82>		
Northbound Approach		C (24.0) [379] <0.62>	C (28.3) [415] <0.71>		
Southbound Approach		B (17.9) [363] <0.44>	B (14.0) [310] <0.64>		
14: Canterbury Pl & Lynn Court Dr (unsignalized)					
Eastbound Left-Turn	See VISSIM results in Table 27	A (8.4) [<25] <0.03>	A (8.5) [<25] <0.06>	See VISSIM results in Table 27	See VISSIM results in Table 27
Westbound Left-Turn		A (0.0) [<25] <0.00>	A (0.0) [<25] <0.00>		
Northbound Approach		C (20.5) [<25] <0.08>	C (22.0) [<25] <0.14>		
Southbound Approach		B (12.4) [<25] <0.18>	B (13.3) [25] <0.26>		
15: Lynn Ct Dr & E 39th St (unsignalized)					
Westbound Left-Turn	A (8.2) [<25] <0.01>	A (8.3) [<25] <0.02>	A (9.4) [<25] <0.03>	A (8.8) [<25] <0.02>	A (8.8) [<25] <0.02>
Northbound Approach	B (13.0) [<25] <0.11>	B (14.1) [<25] <0.17>	C (20.4) [35] <0.33>	C (16.8) [28] <0.27>	C (16.5) [30] <0.29>
16: Canterbury Pl & E 39th St (unsignalized)					
Eastbound Left-Turn	A (8.6) [<25] <0.00>	A (8.2) [<25] <0.01>	A (8.4) [<25] <0.01>	A (8.2) [<25] <0.01>	A (8.2) [<25] <0.01>
Westbound Left-Turn	A (7.9) [<25] <0.03>	A (8.5) [<25] <0.02>	A (9.3) [<25] <0.04>	A (8.9) [<25] <0.02>	A (8.4) [<25] <0.02>
Northbound Approach	A (9.6) [<25] <0.02>	B (11.8) [<25] <0.10>	B (14.8) [<25] <0.19>	B (13.5) [<25] <0.16>	B (11.3) [<25] <0.07>
Southbound Approach	B (14.2) [<25] <0.05>	C (17.3) [<25] <0.12>	C (22.1) [<25] <0.17>	C (16.7) [<25] <0.08>	B (13.2) [<25] <0.06>
17: Hocker Ave & E 39th St (unsignalized)					
Eastbound Left-Turn	A (0.0) [<25] <0.00>	A (8.1) [<25] <0.00>	A (0.0) [<25] <0.00>	A (0.0) [<25] <0.00>	A (8.1) [<25] <0.00>
Westbound Left-Turn	A (7.6) [<25] <0.00>	A (8.4) [<25] <0.00>	A (9.3) [<25] <0.00>	A (8.6) [<25] <0.00>	A (8.3) [<25] <0.00>
Northbound Approach	B (14.7) [<25] <0.05>	C (17.9) [<25] <0.07>	D (34.9) [<25] <0.18>	C (19.6) [<25] <0.08>	C (16.4) [<25] <0.07>
Southbound Approach	A (0.0) [<25] <0.00>	B (10.4) [<25] <0.01>	A (0.0) [<25] <0.00>	C (19.9) [<25] <0.02>	B (10.6) [<25] <0.01>

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
18: Phelps Rd & E 39th St (signalized)					
Overall Intersection	C (20.1)	C (22.9)	C (35.0)	C (27.2)	C (22.8)
Eastbound Approach	C (22.5) [116] <0.28>	C (25.0) [240] <0.56>	D (54.5) [#588] <0.96>	D (36.5) [#453] <0.79>	C (29.1) [308] <0.62>
Westbound Approach	C (21.3) [289] <0.48>	C (23.3) [270] <0.48>	C (28.4) [362] <0.70>	C (24.8) [269] <0.50>	C (20.7) [280] <0.48>
Northbound Approach	B (16.5) [84] <0.19>	B (16.1) [83] <0.19>	B (16.8) [106] <0.28>	B (16.9) [103] <0.25>	B (14.6) [80] <0.14>
Southbound Approach	B (19.0) [52] <0.14>	C (25.0) [112] <0.36>	C (26.3) [124] <0.28>	C (23.2) [104] <0.21>	C (23.6) [77] <0.19>
19: Lee's Summit Rd & E 39th St (signalized)					
Overall Intersection	C (24.0)	C (34.2)	D (40.7)	D (39.5)	C (29.8)
Eastbound Approach	B (17.6) [53] <0.44>	C (33.1) [172] <0.35>	D (47.7) [#357] <0.75>	D (44.0) [#297] <0.67>	D (35.6) [#183] <0.72>
Westbound Approach	C (23.0) [169] <0.51>	C (30.4) [296] <0.63>	C (34.4) [298] <0.64>	C (33.2) [275] <0.61>	C (24.7) [234] <0.61>
Northbound Approach	C (20.6) [85] <0.68>	C (24.5) [129] <0.70>	C (26.7) [195] <0.74>	C (26.8) [198] <0.75>	C (26.0) [#188] <0.80>
Southbound Approach	C (33.4) [145] <0.71>	D (53.4) [218] <0.74>	E (57.0) [#338] <0.94>	E (56.3) [#281] <0.93>	D (37.1) [#204] <0.77>
20: Lee's Summit Rd & I-70 WB On-Ramp / I-70 WB Off-Ramp (signalized)					
Overall Intersection		B (17.2)	B (15.0)		
Westbound Approach	See VISSIM results in Table 27	C (25.9) [131] <0.51>	C (31.9) [126] <0.60>	See VISSIM results in Table 27	See VISSIM results in Table 27
Northbound Approach		B (17.8) [226] <0.64>	B (15.3) [206] <0.57>		
Southbound Approach		B (12.8) [130] <0.29>	A (9.3) [151] <0.44>		
21: Lee's Summit Rd & I-70 EB Off-Ramp / I-70 EB On-Ramp (signalized)					
Overall Intersection		C (20.3)	C (21.7)		
Eastbound Approach	See VISSIM results in Table 27	D (35.9) [152] <0.66>	D (35.5) [166] <0.70>	See VISSIM results in Table 27	See VISSIM results in Table 27
Northbound Approach		B (17.3) [158] <0.28>	B (18.6) [194] <0.36>		
Southbound Approach		B (11.7) [198] <0.36>	B (14.5) [306] <0.61>		

Delay presented in seconds per vehicle

- 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles

m - Volume for 95th percentile queue is metered by upstream signal

Table 28. 2046 Forecasted Operating Conditions (Synchro) – Full Access at Canterbury PI & E 39th St

Intersection & Movements	LOS (Delay, sec) [95th % Queue, ft] <v/c>				
	AM Peak Hour	Truman HS Dismissal	Elementary Dismissal	PM Peak Hour	Sat Midday Hour
8: Noland Rd & E 39th St (signalized)					
Overall Intersection	C (23.4)	C (29.2)	D (38.3)	D (48.2)	C (37.9)
Eastbound Approach	C (32.6) [130] <0.63>	D (47.7) [#267] <0.82>	E (68.8) [#388] <0.99>	E (57.0) [#380] <0.93>	D (43.6) [#262] <0.80>
Westbound Approach	D (44.5) [227] <0.79>	D (45.3) [213] <0.74>	D (51.8) [#239] <0.80>	D (50.5) [215] <0.80>	D (52.8) [#231] <0.81>
Northbound Approach	B (12.2) [108] <0.62>	B (17.7) [#403] <0.79>	B (18.5) [342] <0.72>	B (16.8) [217] <0.77>	B (15.2) [m#222] <0.74>
Southbound Approach	B (16.2) [74] <0.66>	C (27.7) [#484] <0.78>	D (39.7) [#536] <0.96>	E (75.0) [#626] <1.08>	D (52.9) [#600] <1.00>
9: Noland Rd & Lynn Ct Dr (signalized)					
Overall Intersection	B (18.1)	B (14.5)	B (19.2)	C (27.5)	C (24.6)
Eastbound Approach	B (17.4) [m15] <0.60>	C (24.2) [m68] <0.68>	C (34.3) [114] <0.84>	D (53.1) [#193] <0.92>	C (25.0) [m79] <0.74>
Westbound Approach	D (42.6) [153] <0.70>	D (49.0) [192] <0.82>	D (49.8) [164] <0.80>	D (45.5) [161] <0.75>	D (46.9) [165] <0.76>
Northbound Approach	B (17.3) [190] <0.76>	A (8.0) [171] <0.65>	B (17.7) [456] <0.67>	C (23.0) [m572] <0.82>	B (18.8) [m463] <0.74>
Southbound Approach	B (10.2) [167] <0.71>	A (6.5) [94] <0.68>	A (5.5) [m88] <0.76>	C (20.7) [m113] <0.98>	B (23.9) [m#555] <0.93>
14: Canterbury PI & Lynn Court Dr (unsignalized)					
Eastbound Left-Turn	A (9.0) [<25] <0.01>	A (8.4) [<25] <0.03>	A (8.5) [<25] <0.06>	A (8.8) [<25] <0.07>	A (8.2) [<25] <0.03>
Westbound Left-Turn	A (0.0) [<25] <0.00>	A (0.0) [<25] <0.00>	A (0.0) [<25] <0.00>	A (0.0) [<25] <0.00>	A (8.2) [<25] <0.00>
Northbound Approach	A (0.0) [<25] <0.00>	C (19.8) [<25] <0.08>	C (21.2) [<25] <0.14>	D (28.0) [<25] <0.17>	C (17.7) [<25] <0.03>
Southbound Approach	C (14.9) [<25] <0.15>	B (13.5) [<25] <0.10>	B (14.1) [<25] <0.17>	C (16.5) [<25] <0.10>	B (11.9) [<25] <0.11>
16: Canterbury PI & E 39th St (unsignalized)					
Eastbound Left-Turn	A (8.6) [<25] <0.00>	A (8.2) [<25] <0.01>	A (8.4) [<25] <0.01>	A (8.2) [<25] <0.01>	A (8.2) [<25] <0.01>
Westbound Left-Turn	A (7.9) [<25] <0.03>	A (8.5) [<25] <0.02>	A (9.3) [<25] <0.04>	A (8.9) [<25] <0.02>	A (8.4) [<25] <0.02>
Northbound Approach	B (13.2) [<25] <0.06>	C (23.3) [43] <0.38>	F (55.8) [118] <0.72>	D (27.2) [58] <0.46>	C (19.6) [25] <0.25>
Southbound Approach	B (14.2) [<25] <0.05>	C (17.3) [<25] <0.12>	C (22.3) [<25] <0.17>	B (16.8) [<25] <0.08>	B (13.2) [<25] <0.06>

Delay presented in seconds per vehicle

- 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cyclesm – Volume for 95th percentile queue is metered by upstream signal

2046 FORECASTED VISSIM TRAFFIC OPERATIONAL ANALYSIS

The 2046 Forecasted operating conditions at the study intersections were evaluated using VISSIM and are summarized in **Table 29**. As shown, the operating conditions generally align with those shown in the 2046 No-Build Conditions, demonstrating that the improved roadway network will have adequate capacity into the year 2046 to accommodate the Wally's traffic.

The US 40 and I-70 interchange is expected to operate acceptably with an overall LOS C or better during all reporting peak periods. Little changes are expected at this interchange when compared to the 2046 No-Build scenario as traffic volumes at the interchange are not expected to be impacted by the proposed development.

The I-70 and Noland Road interchange is expected to operate at an overall LOS C or better during all three reporting peak periods considered, similar to the 2026 Forecasted conditions. It is expected that the maximum southbound queue length on Noland Road from the I-70 ramp terminals would back extend to Lynn Court Drive, on occasion, in the year 2046. However, on average, the queue length would only extend less than 150 feet north of the ramps. The northbound queue would also be expected to extend past 42nd Street under the maximum queue, with an average queue length of less than 100 feet.

The Noland Road corridor is also expected to operate acceptably, similar to the Synchro results. The signalized intersections along Noland Road would operate with an overall LOS C or better during all three reporting peak periods considered. All unsignalized intersections along Noland Road generally operate acceptably, with similar operations when compared to No-Build conditions.

The improved and realigned intersection of Noland Road and Lynn Court Drive would be expected to operate at an overall LOS B during all three reporting peak periods, with each approach operating at a LOS D or better. The average westbound queue length is expected to be approximately 60 feet. However, there may be short periods of time during the peak periods where the maximum westbound queue would extend into Lynn Court Drive and Canterbury Place. The adjacent intersection of Lynn Court Drive and Canterbury Place would also be expected to operate well with a LOS B or better on each approach.

Lastly, the Lee's Summit interchange would also operate favorably with an overall LOS B or better during all three peak periods modeled, with all individual approaches operating at a LOS C or better.

Overall, it can be concluded that with the recommended improvements in place, the study area would be able to adequately accommodate the traffic generated by the proposed Wally's development through the year 2046. However, during peak periods the southbound and northbound maximum queue lengths extending back from the I-70 interchange would be expected to extend back to the adjacent intersections of Lynn Court Drive and 42nd Street (it should be noted that the average queue lengths would not extend into the adjacent intersections).

Table 29. 2046 Forecasted Operating Conditions (VISSIM)

Intersection & Movements	LOS (Delay, sec) [Average Queue, ft] {Max Queue, ft}		
	AM Peak Hour	PM Peak Hour	Sat Midday Hour
1: US 40 & I-70 WB On Ramp / I-70 WB Off-Ramp (signalized)			
Overall Intersection	B (13.5)	C (22.3)	B (17.0)
Westbound Approach	B (19.8) [45] {285}	C (22.4) [58] {354}	B (17.9) [50] {362}
Northbound Approach	A (6.0) [26] {372}	B (12.0) [38] {349}	B (14.0) [58] {343}
Southbound Approach	B (19.9) [34] {212}	C (27.1) [148] {672}	B (18.5) [52] {317}
2: US 40 & I-70 EB Off-Ramp (signalized)			
Overall Intersection	B (15.9)	B (16.4)	B (14.0)
Eastbound Approach	A (8.9) [<25] {86}	B (15.0) [<25] {104}	B (10.1) [<25] {93}
Northbound Approach	B (18.0) [58] {337}	C (31.5) [81] {352}	C (20.8) [53] {295}
Southbound Approach	B (14.4) [28] {206}	A (8.6) [66] {258}	A (9.3) [33] {233}
8: Noland Rd & E 39th St (signalized)			
Overall Intersection	C (26.4)	C (33.1)	C (31.0)
Eastbound Approach	C (30.1) [64] {245}	D (48.1) [161] {654}	D (38.0) [106] {502}
Westbound Approach	D (39.4) [146] {458}	D (42.1) [119] {423}	D (42.0) [119] {421}
Northbound Approach	B (11.5) [37] {242}	B (15.1) [98] {455}	B (15.3) [99] {443}
Southbound Approach	C (27.9) [94] {382}	D (42.9) [196] {681}	D (40.9) [181] {644}
9: Noland Rd & Lynn Ct Dr (signalized)			
Overall Intersection	B (11.5)	B (14.8)	B (18.0)
Eastbound Approach	B (15.6) [<25] {113}	C (28.3) [49] {292}	C (29.2) [48] {304}
Westbound Approach	D (36.3) [63] {310}	D (37.5) [57] {263}	D (37.2) [61] {291}
Northbound Approach	A (8.0) [29] {232}	B (12.0) [83] {508}	B (12.8) [91] {464}
Southbound Approach	A (5.9) [34] {345}	A (8.5) [52] {307}	B (16.2) [94] {541}
10: Noland Rd & I-70 WB Off Ramp (signalized)			
Overall Intersection	B (12.2)	B (12.9)	B (13.9)
Westbound Approach	C (21.6) [<25] {154}	C (30.5) [47] {220}	C (33.1) [64] {236}
Northbound Approach ⁹	A (4.6) [<25] {139}	A (2.8) [<25] {227}	A (3.0) [<25] {225}
Southbound Approach	B (14.2) [66] {499}	B (15.7) [110] {580}	B (14.6) [89] {531}
11: Noland Rd & I-70 EB Off Ramp/I-70 EB On Ramp (signalized)			
Overall Intersection	B (17.3)	C (23.5)	C (21.7)
Eastbound Approach	C (29.4) [55] {250}	D (35.9) [90] {361}	D (38.8) [102] {445}
Northbound Approach	B (19.8) [33] {236}	C (34.0) [143] {494}	C (30.0) [108] {481}
Southbound Approach ¹⁰	A (8.6) [61] {243}	A (5.9) [30] {270}	A (4.5) [<25] {266}
12: Noland Rd & E 42nd St (unsignalized)			
Eastbound Approach	C (16.4) [<25] {51}	F (61.9) [<25] {109}	E (37.2) [<25] {105}
Westbound Approach	A (7.7) [<25] {88}	C (22.3) [<25] {142}	B (14.3) [<25] {110}
Northbound Left-Turn	A (5.0) [<25] {85}	A (9.2) [<25] {283}	B (13.0) [<25] {237}
Southbound Left-Turn	A (3.8) [<25] {142}	B (11.3) [<25] {168}	A (9.8) [<25] {175}
13: Noland Rd & E 42nd Terrace (signalized)			
Overall Intersection	A (7.1)	B (18.5)	B (13.6)
Eastbound Approach	D (39.5) [<25] {141}	D (42.3) [49] {231}	D (42.0) [30] {167}
Westbound Approach	C (23.8) [<25] {107}	C (30.3) [59] {255}	C (28.3) [48] {199}
Northbound Approach	A (5.8) [<25] {167}	C (21.0) [87] {446}	B (14.8) [59] {372}

⁹ Northbound queues extended to upstream intersection, capping the max queue at ~220ft, actual queues represented by the Northbound Approach at the I-70 EB Off Ramp.

¹⁰ Southbound queues extended to upstream intersection, capping the max queue at ~240ft, actual queues represented by the Southbound Approach at the I-70 WB Off Ramp.

Intersection & Movements	LOS (Delay, sec) [Average Queue, ft] {Max Queue, ft}		
	AM Peak Hour	PM Peak Hour	Sat Midday Hour
Southbound Approach	A (2.6) [<25] {179}	A (8.2) [34] {312}	A (6.2) [<25] {264}
14: Canterbury Pl & Lynn Court Dr (unsignalized)			
Eastbound Left-Turn	A (1.7) [<25] {<25}	A (1.7) [<25] {42}	A (1.6) [<25] {39}
Westbound Left-Turn	A (0.0) [<25] {<25}	A (0.0) [<25] {<25}	A (1.9) [<25] {<25}
Northbound Approach	A (0.0) [<25] {<25}	B (10.6) [<25] {35}	B (10.5) [<25] {26}
Southbound Approach	A (9.0) [<25] {72}	A (8.5) [<25] {70}	A (9.3) [<25] {85}
20: Lee's Summit Rd & I-70 WB On-Ramp / I-70 WB Off-Ramp (signalized)			
Overall Intersection	B (10.6)	B (13.1)	B (12.2)
Westbound Approach	B (18.9) [<25] {209}	C (20.6) [33] {209}	B (16.4) [29] {189}
Northbound Approach	A (6.5) [<25] {204}	B (12.8) [63] {301}	A (8.4) [32] {288}
Southbound Approach	B (11.2) [<25] {152}	B (10.8) [<25] {194}	B (15.1) [32] {187}
21: Lee's Summit Rd & I-70 EB Off-Ramp / I-70 EB On-Ramp (signalized)			
Overall Intersection	B (14.4)	B (17.2)	B (14.6)
Eastbound Approach	B (16.9) [<25] {116}	C (28.3) [56] {208}	B (18.0) [36] {167}
Northbound Approach	A (9.2) [<25] {159}	B (15.2) [32] {224}	B (13.4) [33] {239}
Southbound Approach	B (18.7) [75] {243}	B (11.3) [61] {289}	B (13.3) [73] {266}

2046 FORECASTED SAFETY MODELING ANALYSIS

The 2046 Forecasted safety models were created using the same modeling methodology applied to the No-Build analysis and updated to reflect the volume, geometric, and operational changes proposed for the 2046 Forecasted conditions. The resulting predicted crashes are shown below in **Table 30** with a comparison to the 2046 No-Build results.

Table 30. 2046 Build Predicted Annual Crashes

Roadway Facility Type	2046 No-Build Annual Crashes	2046 Forecasted Annual Crashes
Freeway Segments	105.7	104.4
Ramp Segments	4.8	5.0
Ramp Terminals	22.6	23.4
Arterial Segments	2.5	2.7
Arterial Intersections	14.9	16.4
Total	150.5	151.8

As shown, the number of predicted crashes increases from 150.5 annual crashes to 151.8 annual crashes under the 2046 Forecasted conditions. Similar to the 2026 Forecasted conditions, this is largely due to the diversion in traffic volume from I-70 to Noland Road due to the proposed Wally's development.

Similar to the 2026 Forecasted conditions, the number of freeway crashes is predicted to experience a slight decrease under 2046 Forecasted conditions. The decrease in freeway segment crashes is attributable to the diversion of traffic off I-70 between the ramps and the increased deceleration and acceleration lengths proposed for the ramps at the Noland Road interchange.

The ramp segments, ramp terminals, arterial segments, and arterial intersections all experience higher volumes under the Forecasted conditions as compared to the No-Build scenario. This results in higher crash exposure rates on those segments, which in turn increases the number of crashes on those facilities. While there is a net increase in the total number of crashes, it is minimal at only 1.3 more annual crashes, which equates to under 1% increase per year.

CONCLUSIONS

The preceding traffic impact study was completed per the requirements set forth by MoDOT and the City of Independence as a means of evaluating the potential traffic impacts associated with the proposed Wally's development near the interchange of I-70 with Noland Road. The intent of this study was to identify the traffic generation associated with the proposed development, analyze the associated traffic impacts, and determine the need for mitigation measures, as necessary.

The following conclusions were reached:

EXISTING AND NO-BUILD CONDITIONS

2024 EXISTING CONDITIONS

- The study intersections generally operate favorably in the 2024 Existing conditions. Some side-street approaches at unsignalized intersections along Noland Road experience long delays as they wait for gaps in traffic to complete their turning movement, but that is not uncommon during peak periods in suburban areas. Additionally, the southbound and northbound queues at the I-70 and Noland Road interchange extend past the adjacent ramp terminals, which is not uncommon with a tight diamond configuration. The southbound queue length on Noland Road from the I-70 ramp terminals does not extend past Lynn Court Drive, and the northbound queue does not extend past 42nd Terrace, indicating that the interchange does operate acceptably.
- Overall, the existing conditions indicate that there is adequate capacity at the study intersections.
- Under existing conditions, the study area has experienced 1,082 crashes between 2019 and 2023. The most common crash classification was Rear End accounting for 42% of all crashes. Other common types include Passing and Out of Control which were largely focused near the I-70 acceleration and deceleration lanes for ramp entrances and exits.
- The following recommendations were offered for consideration as a means of improving existing conditions along the Noland Road corridor:
 - Extending the existing acceleration lanes along I-70 at the Noland Road interchange,
 - Correcting the existing offset at the signalized intersection of Noland Road and Lynn Court Drive, and
 - Closing the existing southern Hardee's access drive along Noland Road due to its proximity to the signalized intersection with Lynn Court Drive.

2026 NO-BUILD CONDITIONS

- The year 2026 was used as the project's construction year for purposes of evaluating traffic operations conditions associated with the proposed development. No modifications were made to the existing lane configurations.
- An annual background growth rate of 0.35% for the overall study area and I-70 Corridor was used to forecast future traffic volumes (as agreed to by MoDOT and the City of Independence).

- Upon evaluation, in 2026 the overall study area would experience slightly worsened delays and queue lengths as compared to the 2024 Existing operations, but the network would still be expected to operate acceptably overall.
- Safety analysis models show the predicted number of crashes should be 135.5 annual crashes under 2026 No-Build conditions in the study area. The predicted analysis yielded a lower annual crash rate than the existing rate, thereby indicating the existing roadway network within the study area experiences more crashes as compared to other roadways of similar volume and characteristics.

2046 NO-BUILD CONDITIONS

- The year 2046 was used as the project's horizon design year for purposes of evaluating traffic operations conditions into the future at a planning-level. No modifications were made to the existing lane configurations.
- Upon evaluation, in 2046 the overall study area would experience worsened delays and queue lengths when compared to the 2024 Existing conditions and 2026 No-Build conditions. However, it is anticipated that operations overall within the network would still operate acceptably.
- Safety analysis models show the predicted number of crashes should be 150.5 annual crashes under 2046 No-Build conditions in the study area. This represents an increase of 15 crashes per year as compared to 2026 No-Build conditions, which is attributable to the increased number of vehicles in the roadway network.

PROPOSED DEVELOPMENT

- It is anticipated that the proposed Wally's would provide 84 fueling stations. The proposed Wally's is expected to generate the following trips during each of the critical time periods included in this study:
 - 660 total trips during the weekday AM peak hour
 - 709 total trips during the Truman High School Dismissal peak hour
 - 582 total trips during the Elementary School Dismissal peak hour
 - 632 total trips during the weekday PM peak hour, and
 - 625 total trips during the Saturday Midday peak hour
- Access to the site would be provided primarily via S Noland Road, opposite Lynn Court Drive. Secondary access would be provided via Canterbury Place, which provides access to E 39th Street.

RECOMMENDED IMPROVEMENTS

In conjunction with the proposed Wally's Travel Center, several roadway improvements are recommended. While some improvements would be necessary as a result of the traffic generated by the proposed Wally's, several improvements such as extending the existing acceleration lanes along I-70 at the Noland Road interchange and/or aligning the existing offset intersection of Noland Road with Lynn

Court Drive would be recommended regardless of the proposed development as a means of improving conditions (from both a traffic operations and safety perspective) along S Noland Road and/or I-70. Ultimately, it is recommended that the following roadway improvements be made prior to the opening of the Wally's Travel Center:

- I-70 EB Ramps:
 - Provide 250 ft of taper plus at least 615 ft of full width parallel deceleration lane along I-70 that would tie into the existing off ramp.
 - Extend the eastbound acceleration lane by a minimum of 145 ft.
- I-70 WB Ramps:
 - Provide 250 ft of taper plus at least 615 ft of full width parallel deceleration lane along I-70 that would tie into the existing off ramp.
 - Maximize the acceleration lane for the existing westbound on ramp to provide approximately 900 ft, inclusive of taper. Note that the proposed taper would end right before the guardrail for the existing railroad overpass. It should be noted that this length would still not meet AASHTO guidelines given the proximity of the railroad overpass. However, this extension would still represent an improvement as compared to existing conditions.
- Noland Road & I-70 EB Ramp Terminal:
 - Extend the existing four-lane section of the eastbound approach to a total of 400 ft measured from the stop-bar.
- Noland Road & I-70 WB Ramp Terminal:
 - Provide an additional westbound right-turn lane to ultimately provide two left turn lanes and two right turn lanes. The dual right-turn lanes should be signalized, allowing right-turns on red after stop. The right-turn lanes should feed into the two existing northbound through lanes.
- Noland Road & Lynn Court Drive:
 - Reconstruct the intersection to correct the existing offset and to allow for the eastbound and westbound approaches to run concurrently. The following lane configurations are recommended:
 - Eastbound Approach:
 - Provide a dedicated left-turn lane and a shared thru/right turn lane.
 - Westbound Approach:
 - Provide dual left-turn lanes, one through lane, and one right-turn lane.
 - Northbound Approach:
 - Provide one left-turn lane, two thru lanes, and one channelized right-turn lane.
 - Southbound Approach:
 - Provide one left-turn lane, one thru lane, and one shared through/right-turn lane.
 - Extend the striping for the southbound left-turn lane to increase the storage length, but do not modify the existing median.

- Provide new traffic signal structures, appurtenances, and pedestrian signalization (with the exception of the SE quadrant).
- Provide three southbound lanes immediately south of Lynn Court Drive and extending to the I-70 EB ramp terminal.
- Close the southernmost Hardee's access drive just north of this intersection to reduce conflicts within the signalized intersection.
- **Lynn Court Drive & Canterbury Place:**
 - Provide a stop-controlled intersection where northbound and southbound traffic is required to stop and eastbound and westbound traffic travels freely.
 - The following lane configurations are recommended:
 - **Eastbound Approach:**
 - Provide one shared thru/left turn lane and one shared thru/right turn lane.
 - **Westbound Approach:**
 - Provide one shared thru/left turn lane and one shared thru/right turn lane.
 - **Northbound Approach:**
 - Provide a single-lane approach. Although should a left-turn lane be desired it would only be expected to improve operations.
 - **Southbound Approach:**
 - Provide a single-lane approach. Although should a left-turn lane be desired it would only be expected to improve operations.
- **39th Street & Canterbury Place:**
 - Restrict the unsignalized intersection to ¾ access (northbound left turn not permitted) via the construction of a channelized island on the northbound approach.
 - However, should the City of Independence desire, full access at this intersection could remain.
- **Noland Road & 42nd Street:**
 - Consideration should be given towards restricting left-turns for the eastbound and westbound approaches to improve the efficiency of this unsignalized intersection. The existing left-turning vehicles can divert to the signalized intersection of 42nd Terrace.
- **Signal Timing Improvements:**
 - Signal timing improvements along the Noland Road corridor are recommended prior to the Wally's Travel Center being in place. It is anticipated that all cycle lengths, with the exception of the Saturday midday, would remain the same. It is recommended that the Saturday midday cycle length be adjusted from 100 seconds to 110 seconds. A full signal timing progression analysis and implementation along the Noland Road corridor is recommended. It should be noted that coordination between Operation Green Light (OGL) will be necessary prior to the implementation of the new signal timings.

2026 AND 2046 FORECASTED CONDITIONS

The results and conclusions for the following scenarios assume the full build of the proposed Wally's Travel Center is in place in addition to the recommended improvements previously stated.

2026 FORECASTED CONDITIONS

- The year 2026 was used as the construction year for evaluating near-future traffic conditions.
- The Noland Road corridor (35th Street to 42nd Terrace) is expected to operate at an overall LOS D or better at signalized intersections, while most unsignalized intersections function adequately. Side-street approaches would continue to operate with long delays similar to the 2026 No-Build conditions.
- The I-70 and Noland Road interchange would be expected to operate acceptably with the Wally's Travel Center in place. The additional westbound right-turn lane at the westbound ramps adds capacity to the interchange, improving the operations. The southbound queue length at the eastbound ramps would be expected to extend past the westbound ramp terminal. However, the average queue length would not be expected to extend past Lynn Court Drive.
- The realigned intersection of Noland Road and Lynn Court Drive would be expected to operate at an overall LOS B during all peak hours. The average westbound queue length would be well contained within the existing laneage. However, during peak periods, the max westbound queue would extend past Canterbury Place periodically.
- The internal intersection of Lynn Court Drive and Canterbury Place would be expected to operate well with minimal queues.
- Under the 2026 No-Build conditions, the northbound approach at Canterbury Place and E 39th Street during the Elementary School Dismissal periods would be expected to operate at a LOS E, but with the recommended northbound left-turn restriction in place, the approach would improve to a LOS B in the 2026 Forecasted conditions.
- Overall, it was concluded that with the recommended improvements in place, the roadway network in the year 2026 will operate acceptably and have adequate capacity with the proposed Wally's in place.
- Safety analysis models show the 2026 Forecasted conditions should result in 138.3 crashes per year in the study area. This is a *minimal* net increase of 2.8 crashes per year as compared to the 2026 No-Build conditions. The minimal increase in crashes is simply due to the increased number of vehicles entering Noland Road to access Wally's that otherwise would not be present under No-Build conditions. Freeway crashes are slightly *reduced* under 2026 Forecasted conditions due to the increased acceleration and deceleration lengths and the lower volumes under the Noland Road interchange (traffic diverted to the proposed Wally's).

2046 FORECASTED CONDITIONS

- The 2046 Forecasted conditions are similar to the 2026 Forecasted conditions with generally acceptable operating conditions throughout the study area.
- The Noland Road corridor (35th Street to 42nd Terrace) is expected to continue to operate at an overall LOS D or better at signalized intersections, while most unsignalized intersections function adequately.
- The I-70 and Noland Road interchange would be expected to operate acceptably with the Wally's Travel Center in place with an overall LOS C or better for both ramp terminals.
 - The maximum queue lengths for the northbound and southbound approaches would be expected to extend past the adjacent ramp terminals to Lynn Court Drive and 42nd Street. However, the average queue length would not extend past these intersections.
- The intersection of Noland Road and Lynn Court Drive would be expected to continue to operate at an overall LOS B during all peak periods. The average queues would not be expected to extend past nearby intersections and the v/c ratios indicate that there is surplus capacity at this intersection despite the addition of Wally's. However, it should be noted that during peak periods, the max westbound queue would extend past Canterbury Place periodically.
- The internal intersection of Lynn Court Drive and Canterbury Place would also be expected to operate well with a LOS C or better for each approach.
- Under the 2046 No-Build conditions, the northbound approach at Canterbury Place & E 39th Street during the Elementary School Dismissal periods would be expected to operate at a LOS F, but with the recommended northbound left-turn restriction in place, the approach would operate at a LOS B through the year 2046.
- Compared to the 2046 No-Build scenario, the overall roadway network would operate acceptably, and with signal timing modifications and lane configuration changes, some of the roadway network would experience shorter delays and queues.
- Safety models predict an annual crash rate of 151.8 crashes per year under 2046 Forecasted conditions. This is a *minimal* net increase of 1.8 crashes per year over the 2046 No-Build. Similar to the 2026 Forecasted conditions comparison, the increase in total crashes is due to the increased number of vehicles attracted to Noland Road due to Wally's that otherwise would not be present on the roadway. The net increase in crashes is minimal at less than 1% per year as compared to No-Build conditions.

Overall, it was concluded that with the recommended improvements in place, the roadway network can accommodate the proposed Wally's through the year 2046.

APPENDIX

Appendix A – 2024 Existing Traffic Volume

Appendix B – 2026 No-Build Traffic Volumes

Appendix C – 2046 No-Build Traffic Volumes

Appendix D – 2026 Forecasted Traffic Volumes

Appendix E – 2046 Forecasted Traffic Volumes

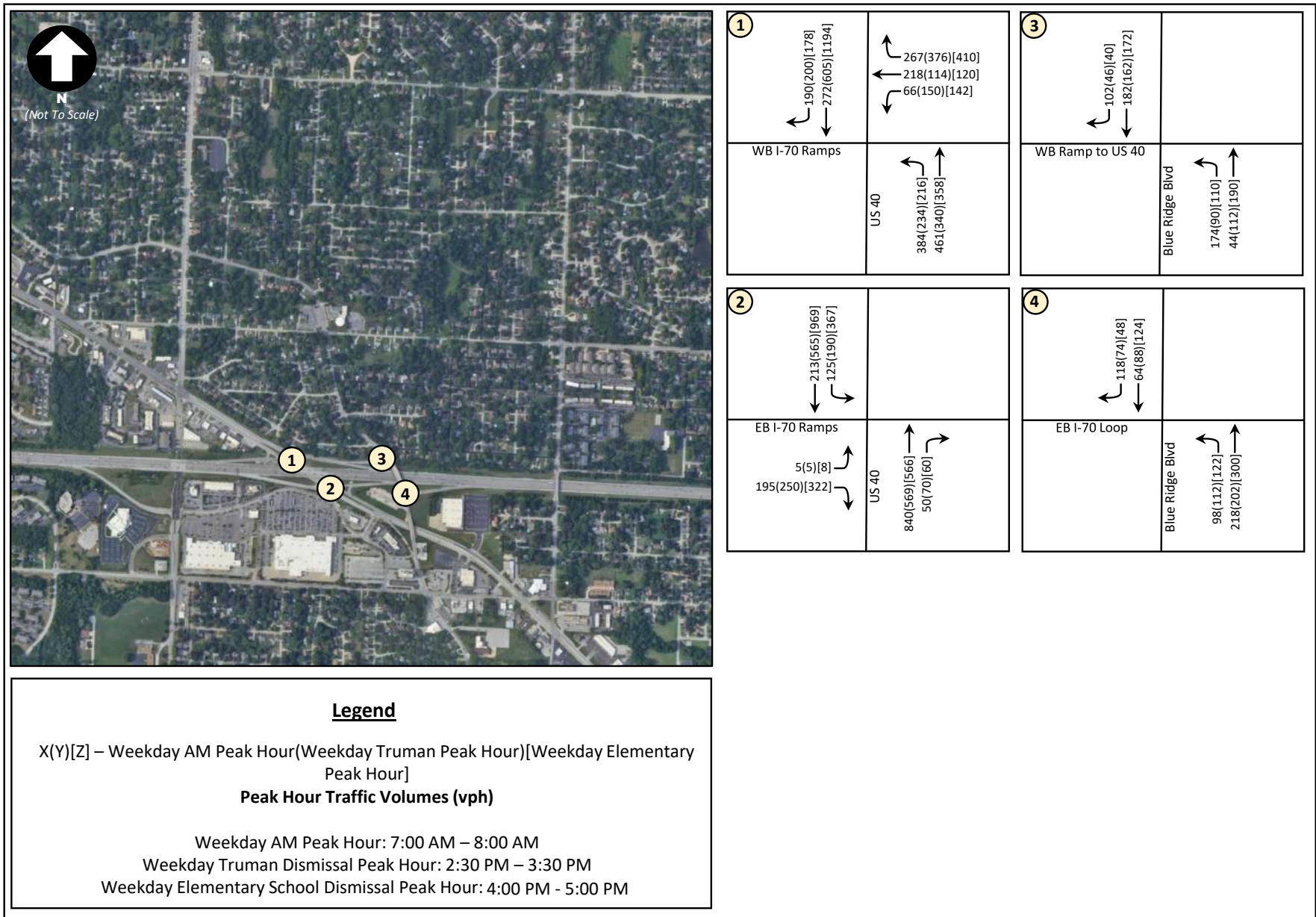
Appendix E – 2046 Forecasted Traffic Volumes

Appendix F – Preliminary Site Plans

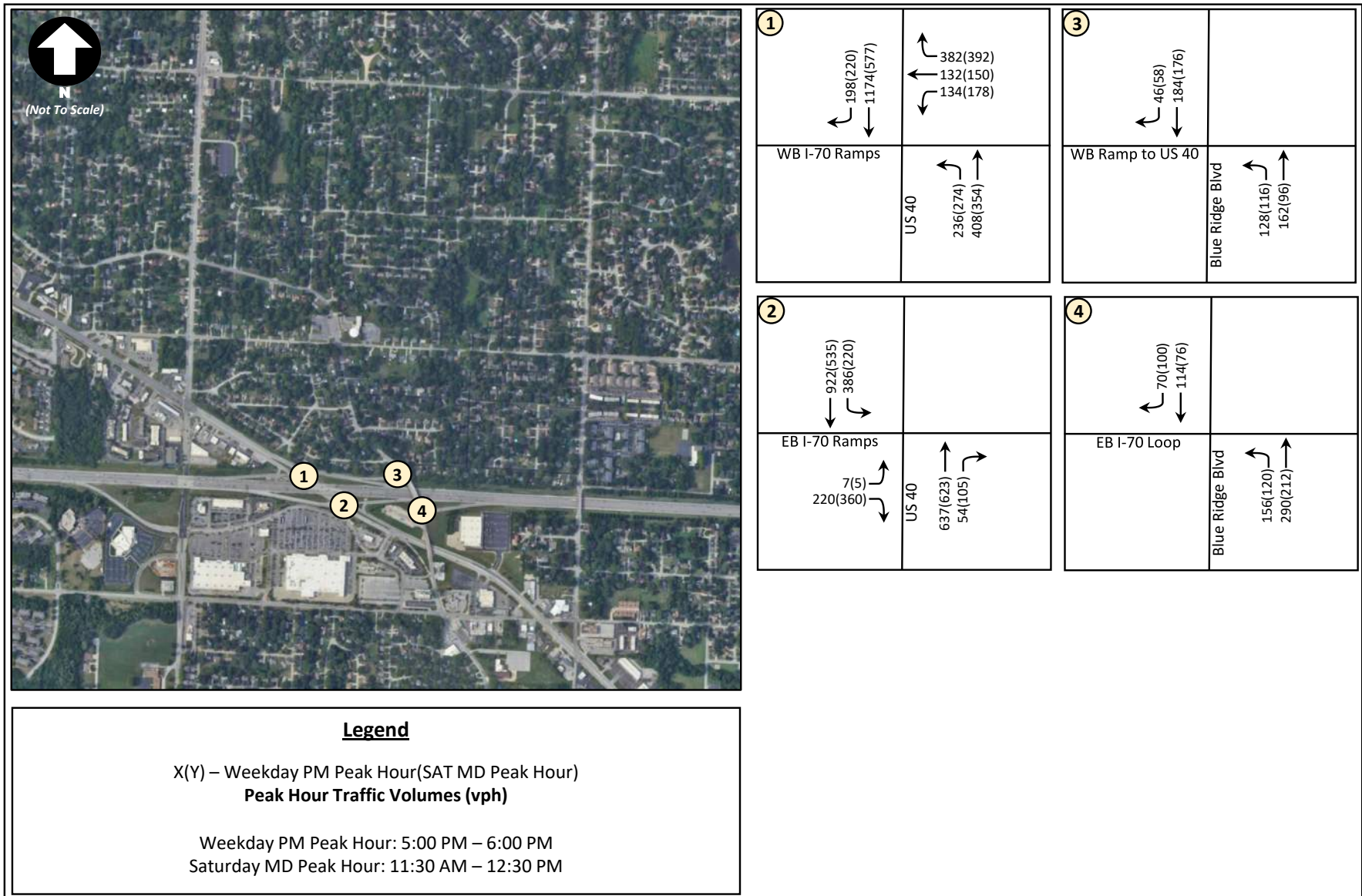
APPENDIX A – 2024 EXISTING TRAFFIC VOLUMES



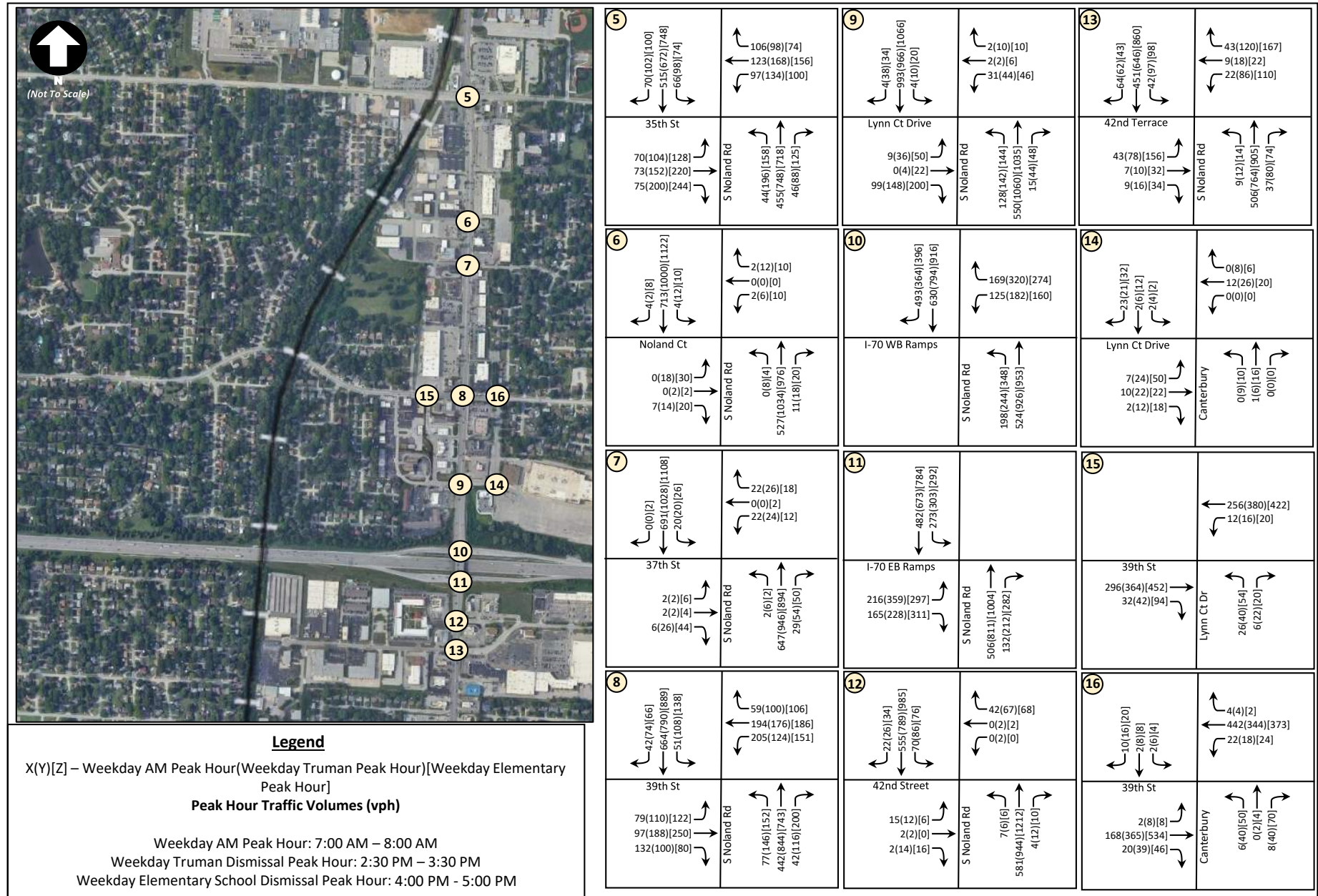
Existing Traffic Volumes – Overall Study Area



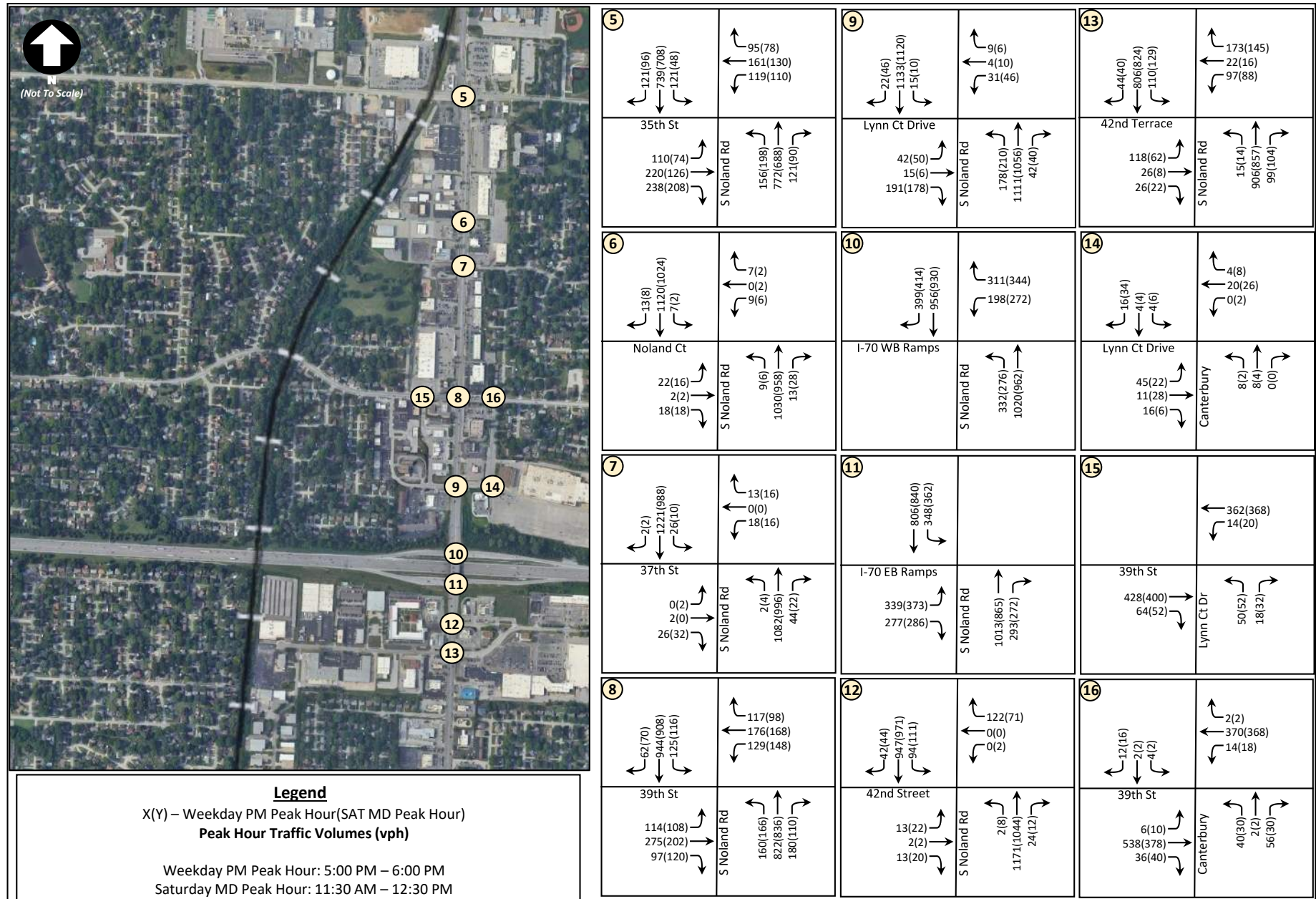
Existing Traffic Volumes – AM, Truman, Elementary Peak Hours (Sheet A-1)



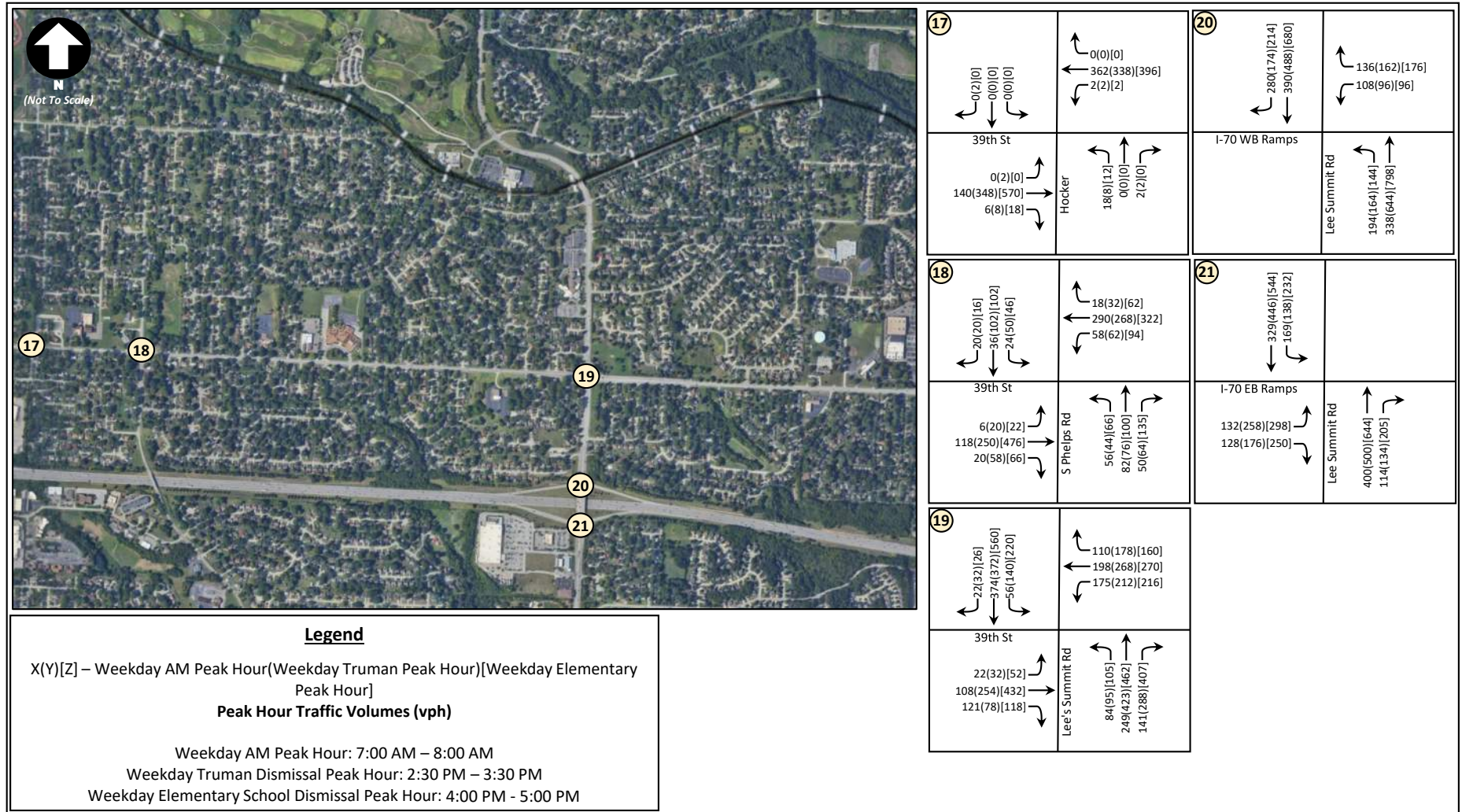
Existing Traffic Volumes – PM and Saturday Midday Peak Hours (Sheet A-2)



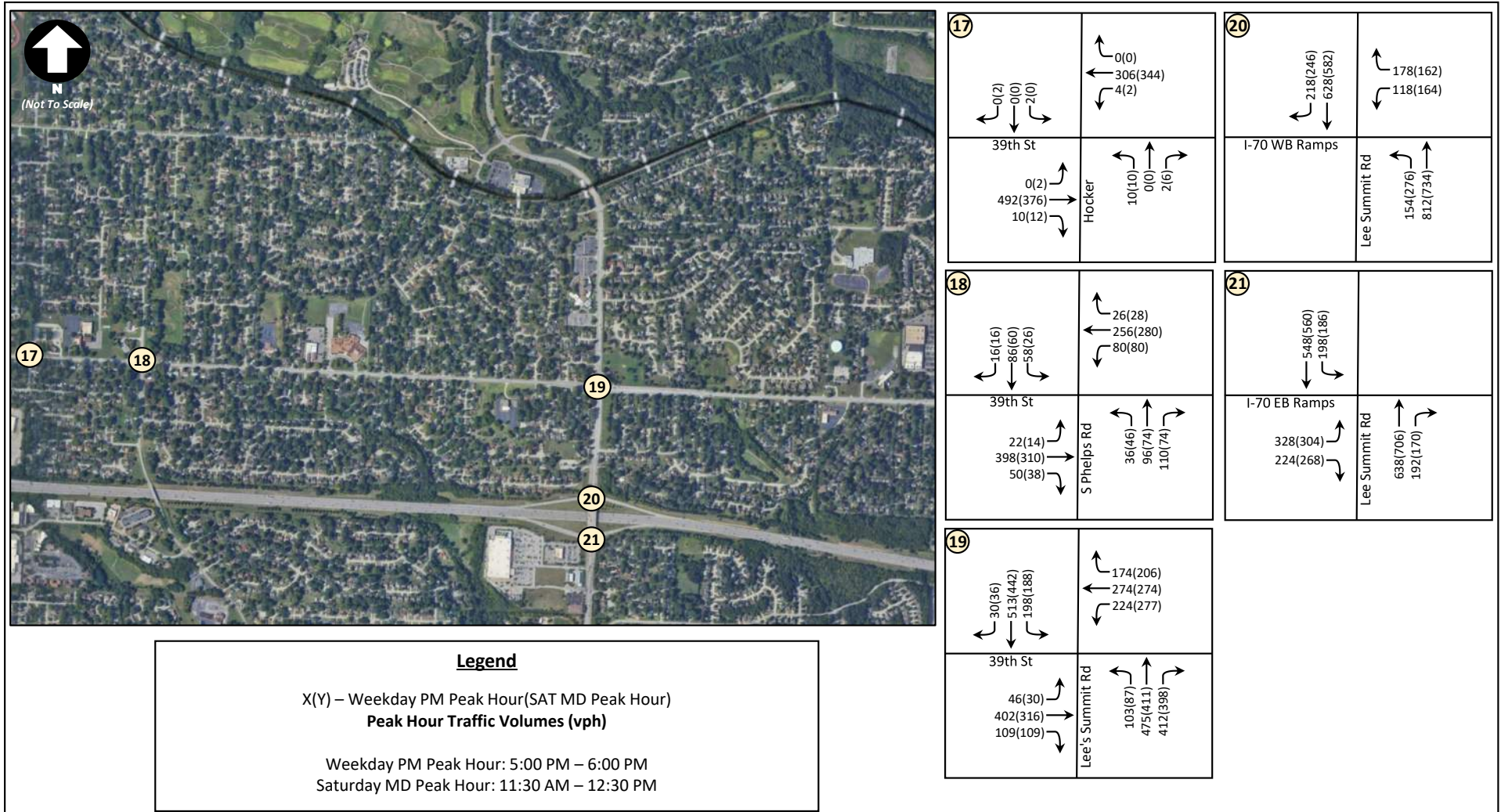
Existing Traffic Volumes – AM, Truman, Elementary Peak Hours (Sheet B-1)



Existing Traffic Volumes – PM and Saturday Midday Peak Hours (Sheet B-2)

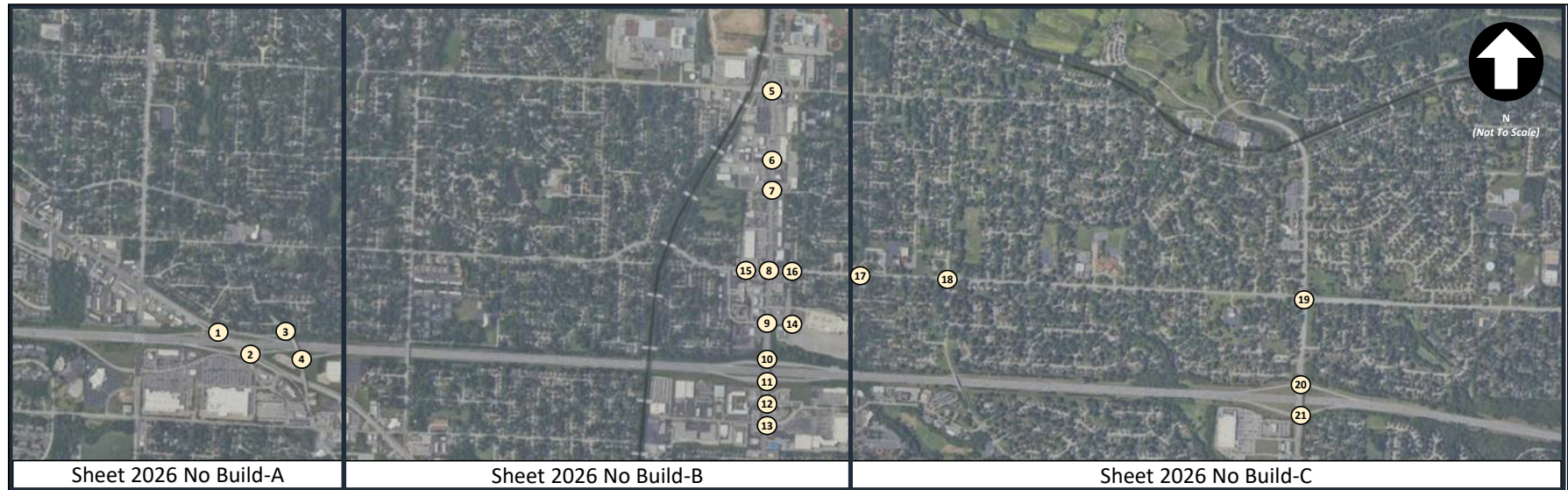


Existing Traffic Volumes – AM, Truman, Elementary Peak Hours (Sheet C-1)

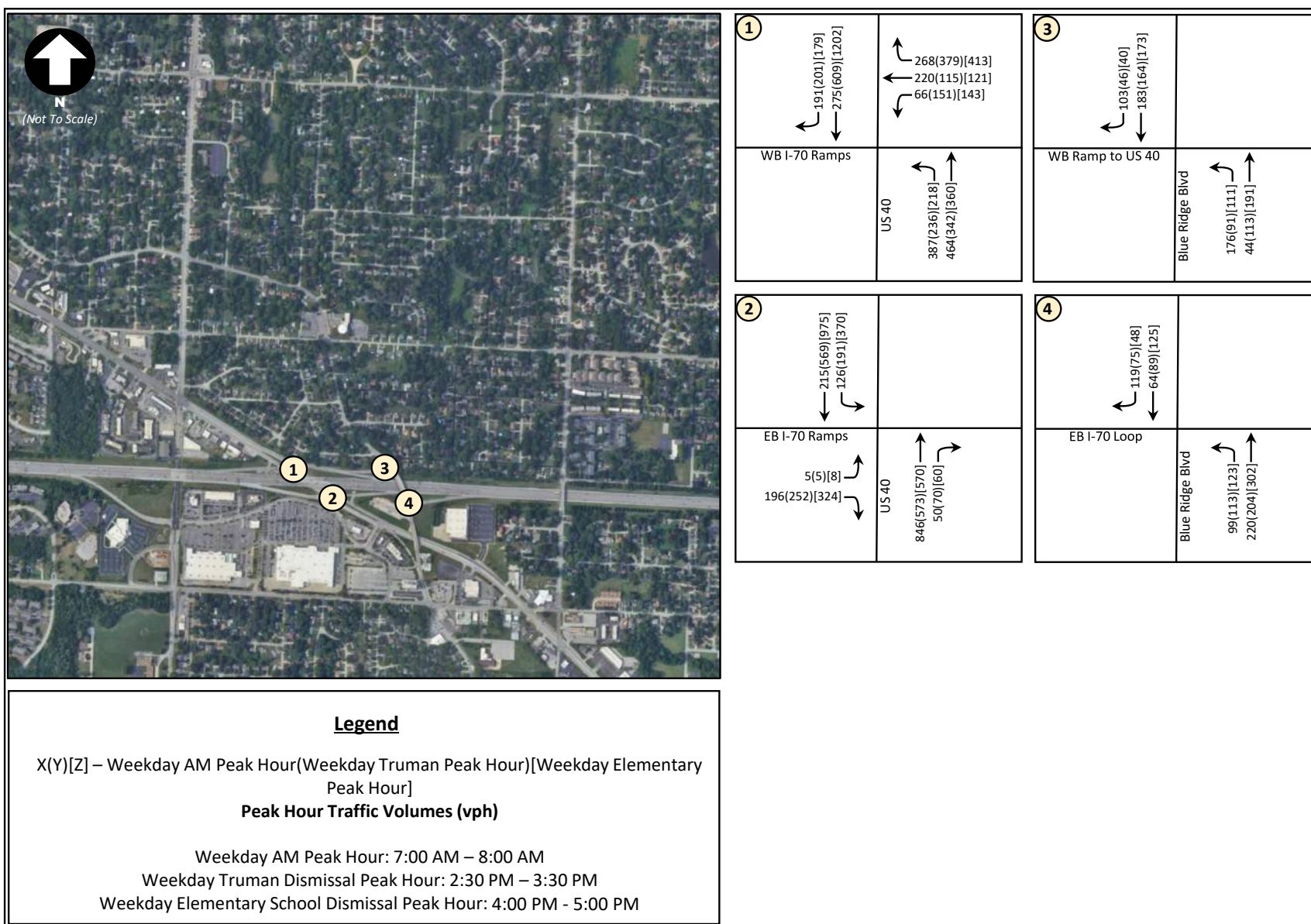


Existing Traffic Volumes – PM and Saturday Midday Peak Hours (Sheet C-2)

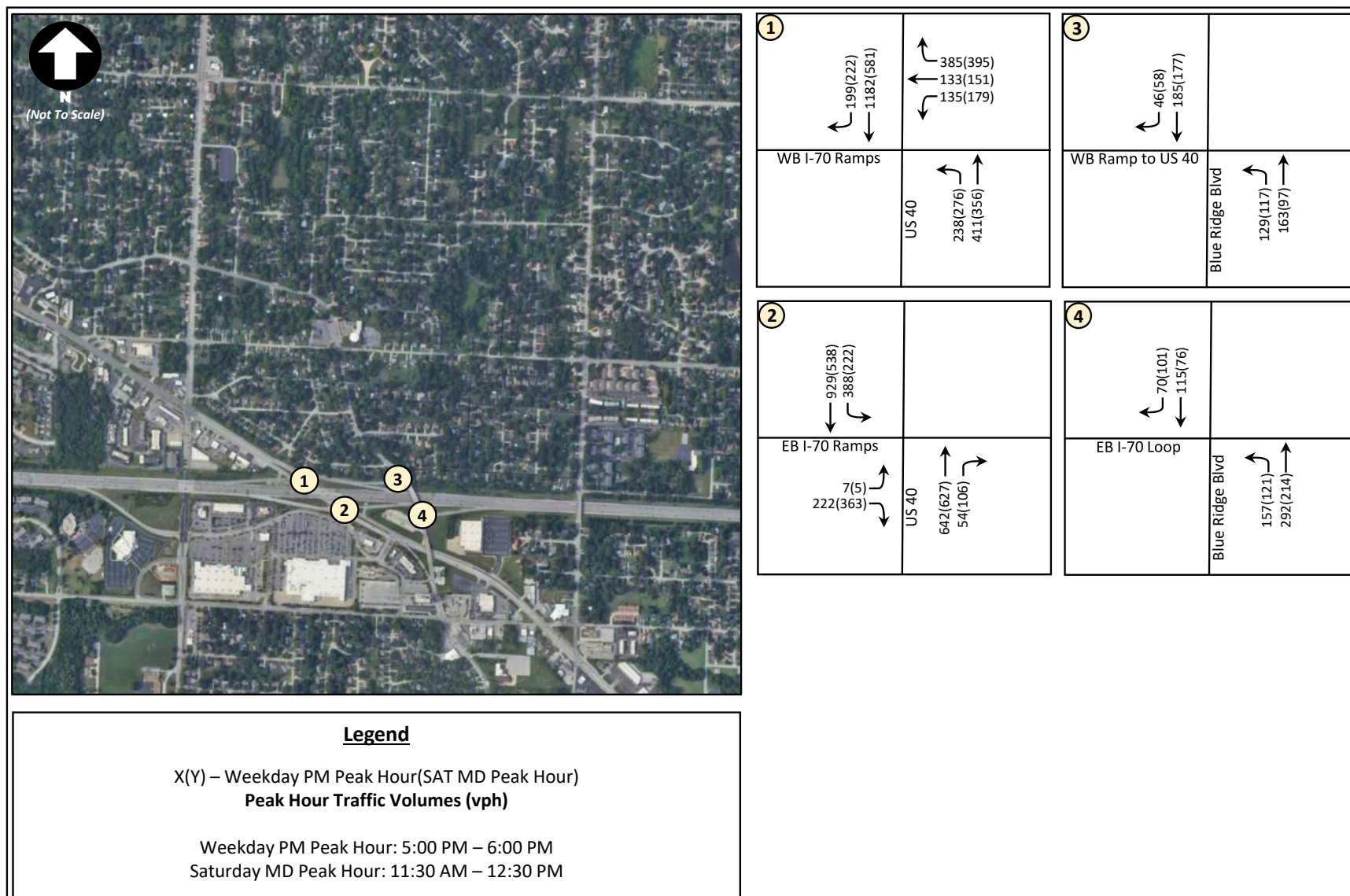
APPENDIX B – 2026 NO-BUILD TRAFFIC VOLUMES



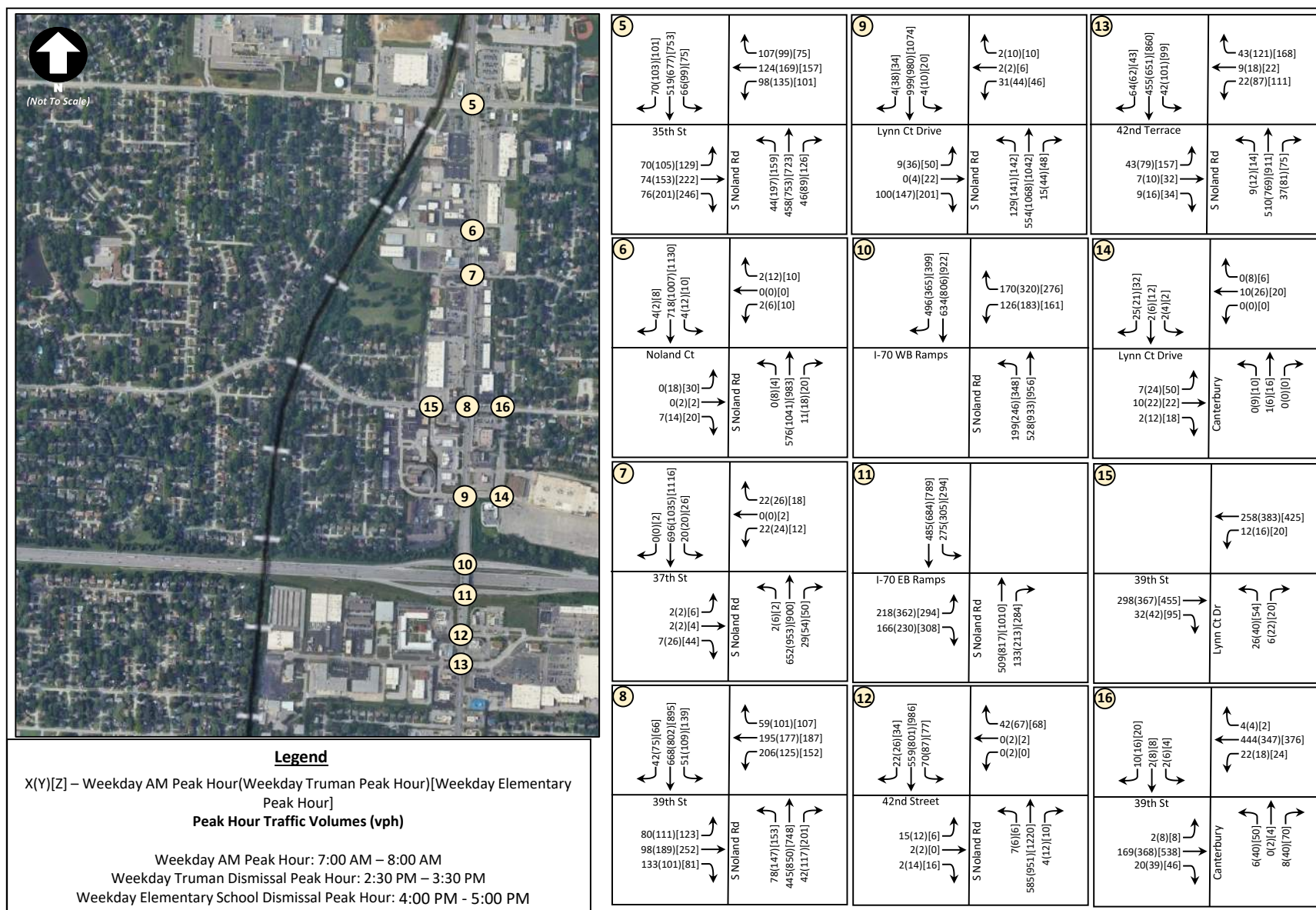
2026 No-Build Traffic Volumes – Overall Study Area



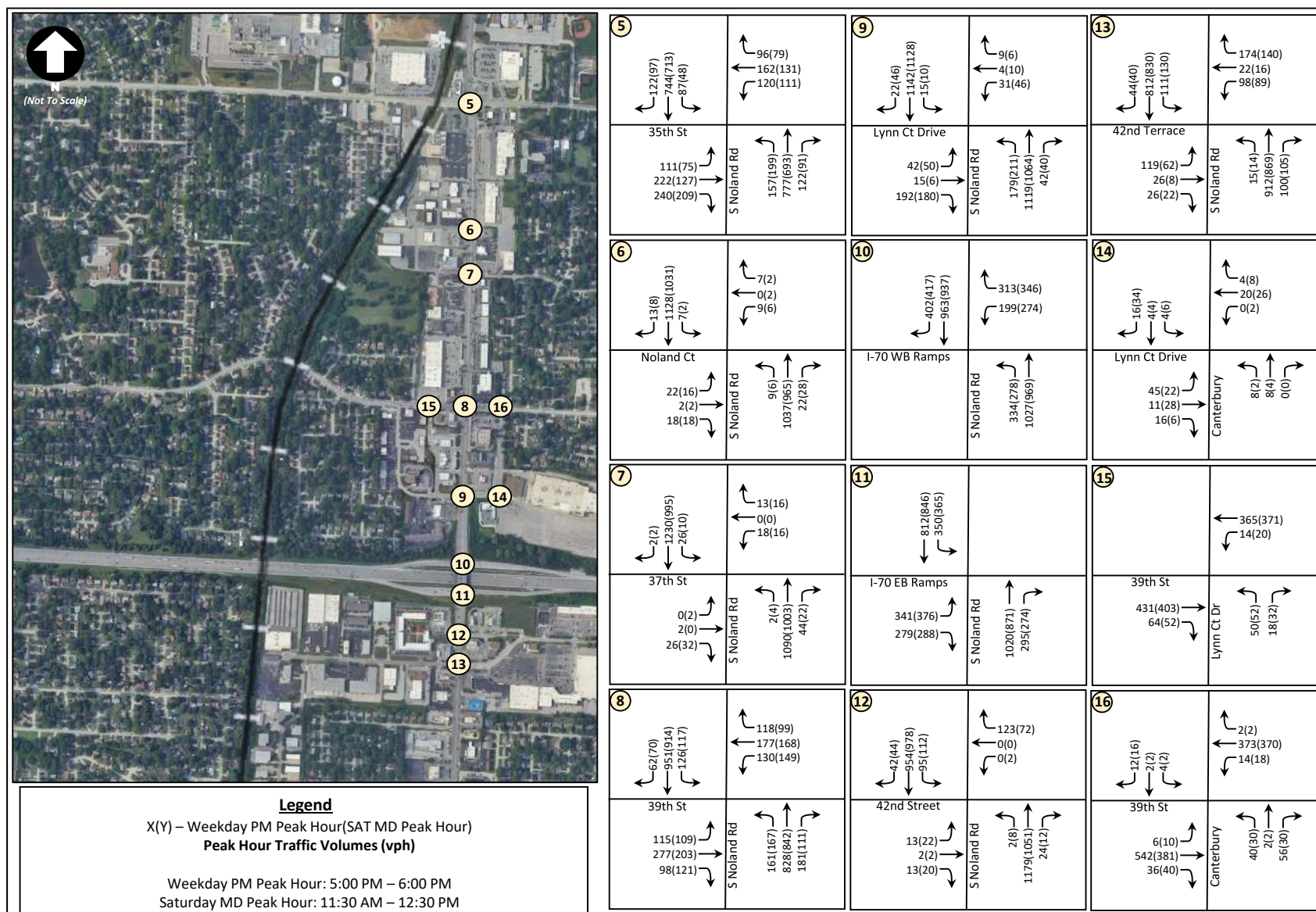
2026 No-Build Traffic Volumes - AM, Truman, Elementary Peak Hours (Sheet A-1)



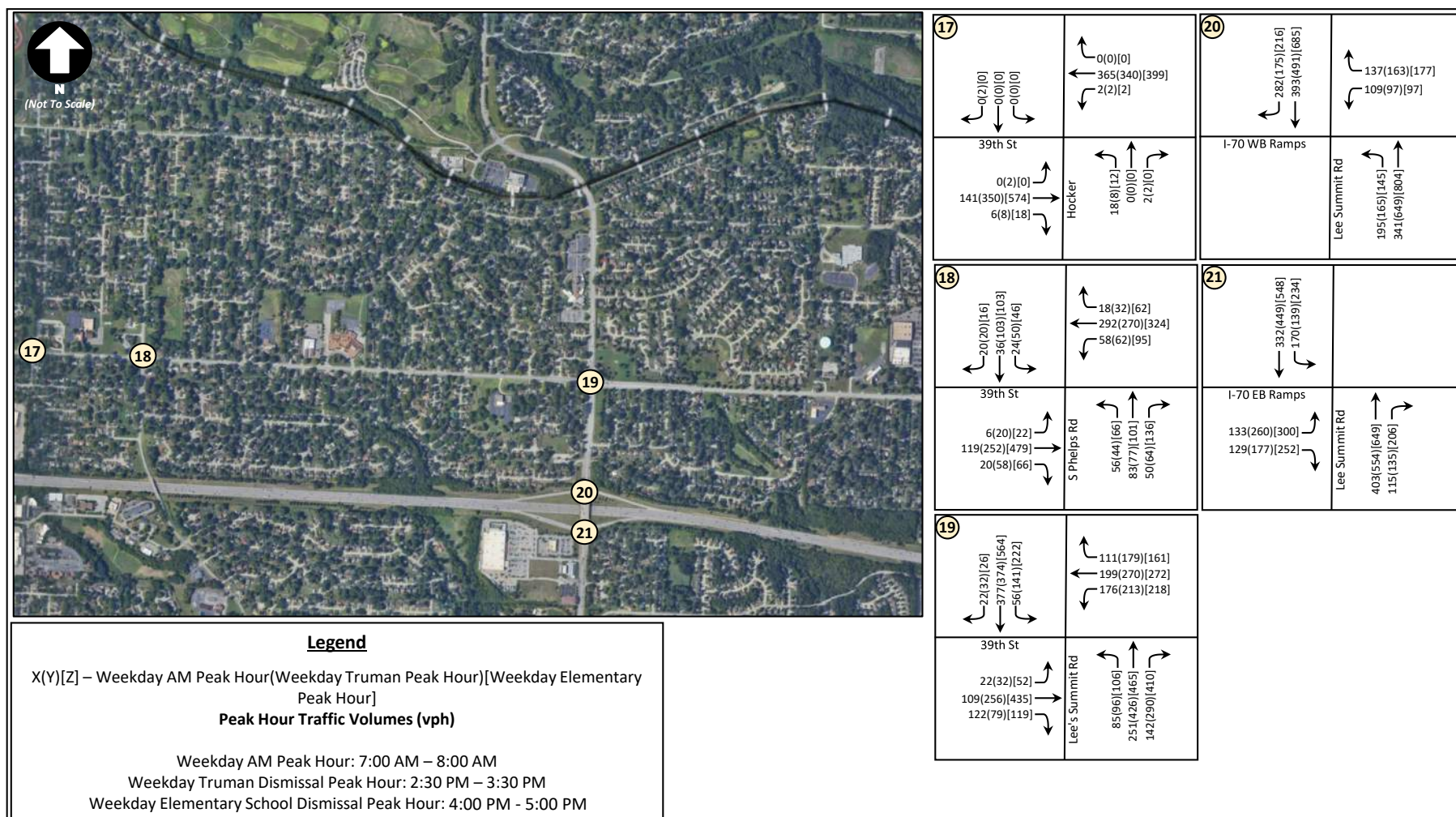
2026 No-Build Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet A-2)



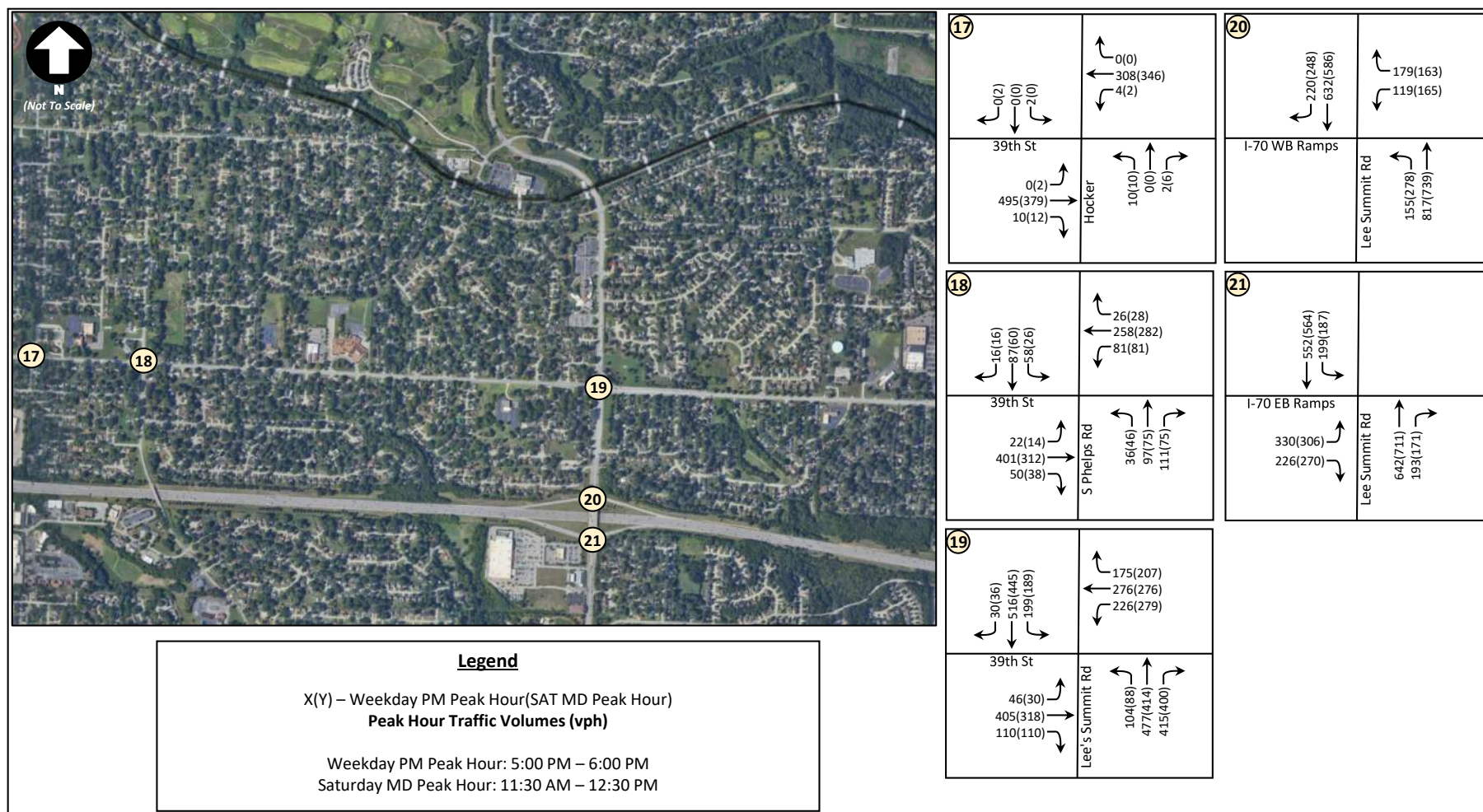
2026 No-Build Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet B-1)



2026 No-Build Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet B-2)

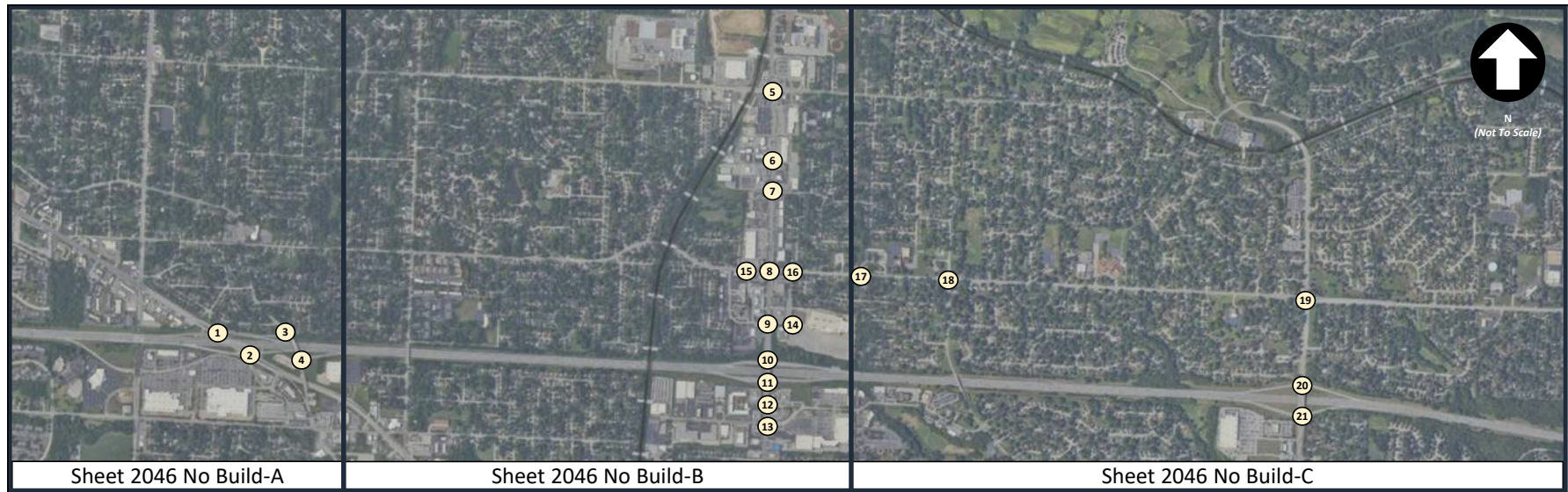


2026 No-Build Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet C-1)

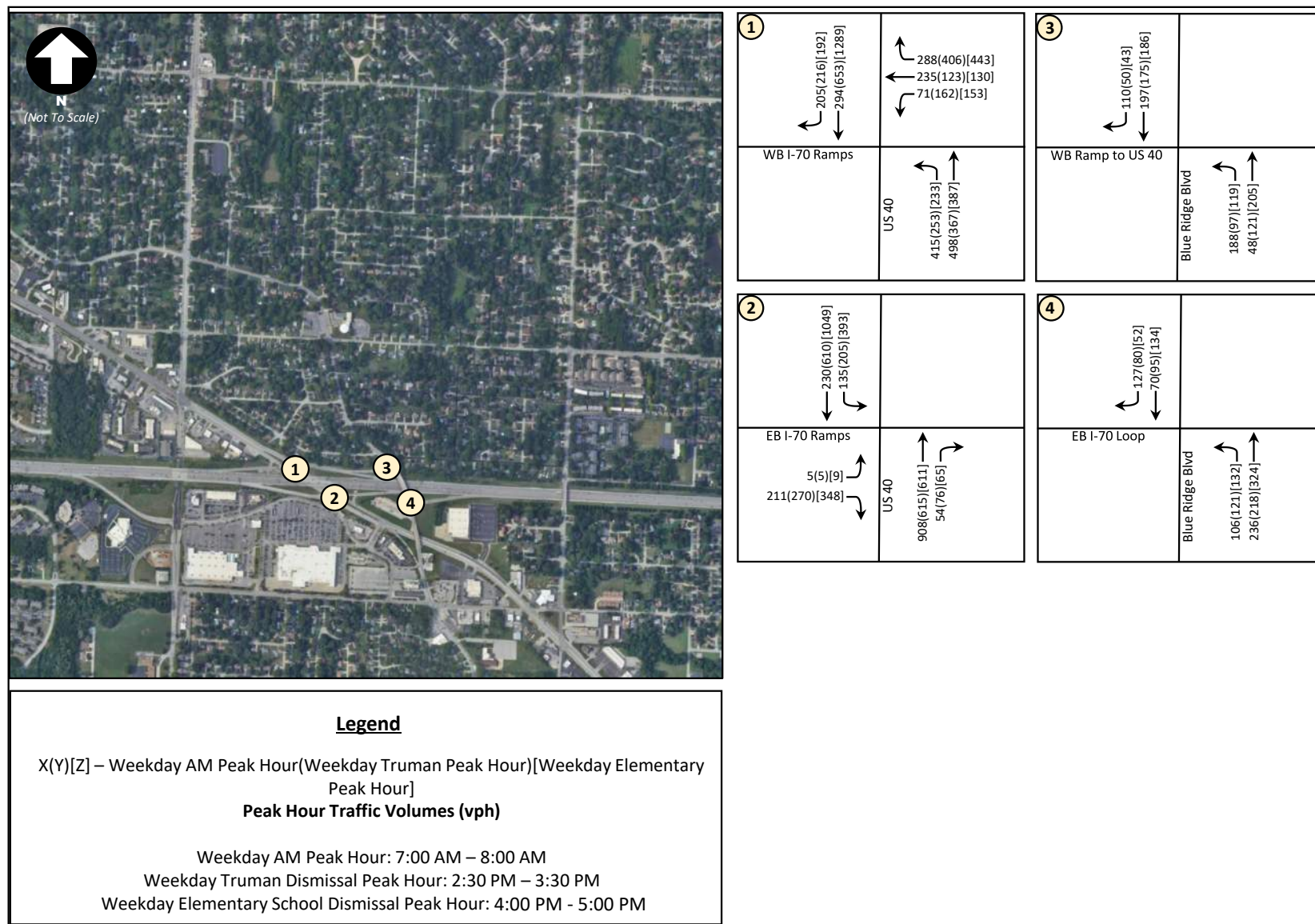


2026 No-Build Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet C-2)

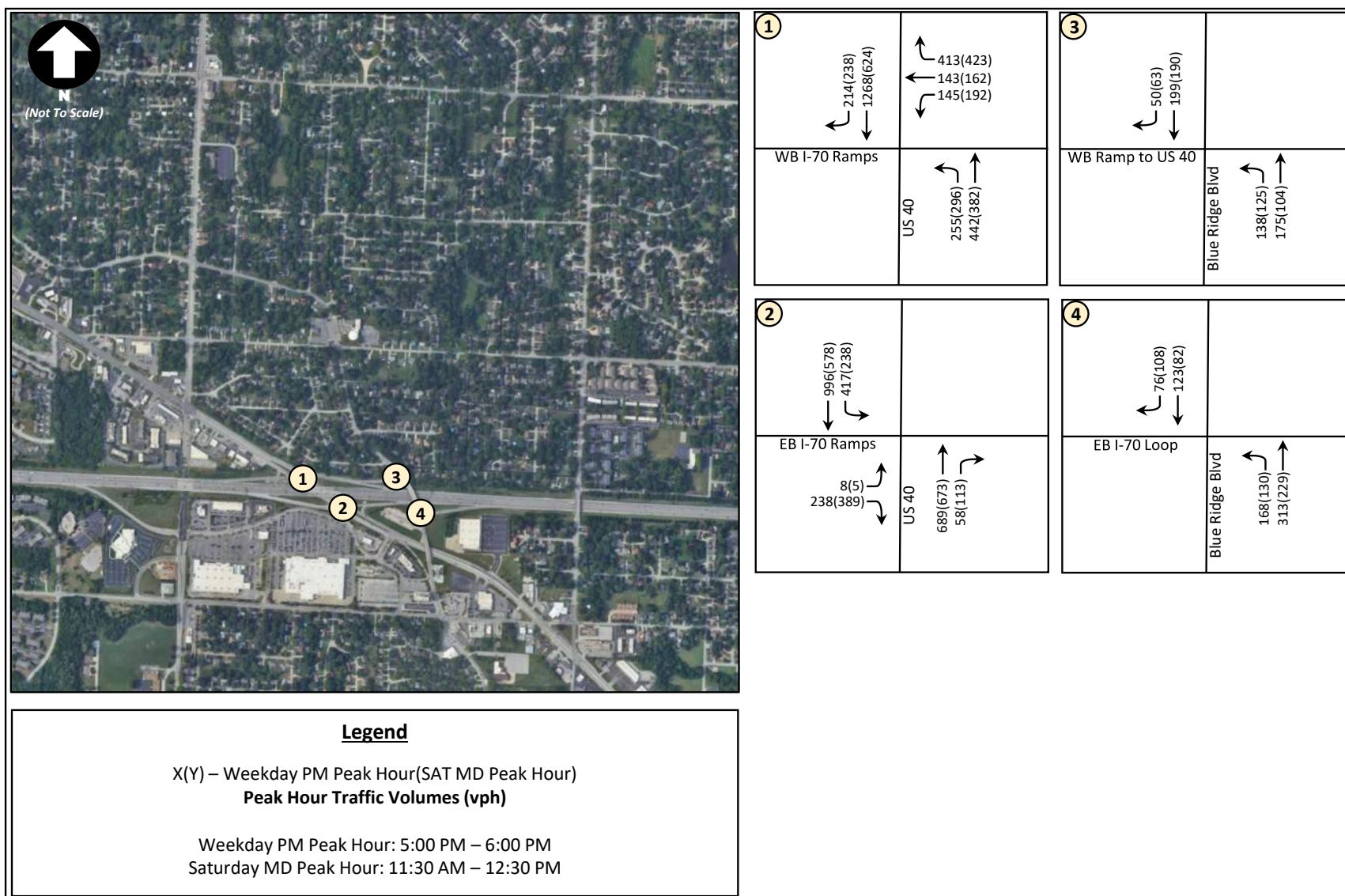
APPENDIX C – 2046 NO-BUILD TRAFFIC VOLUMES



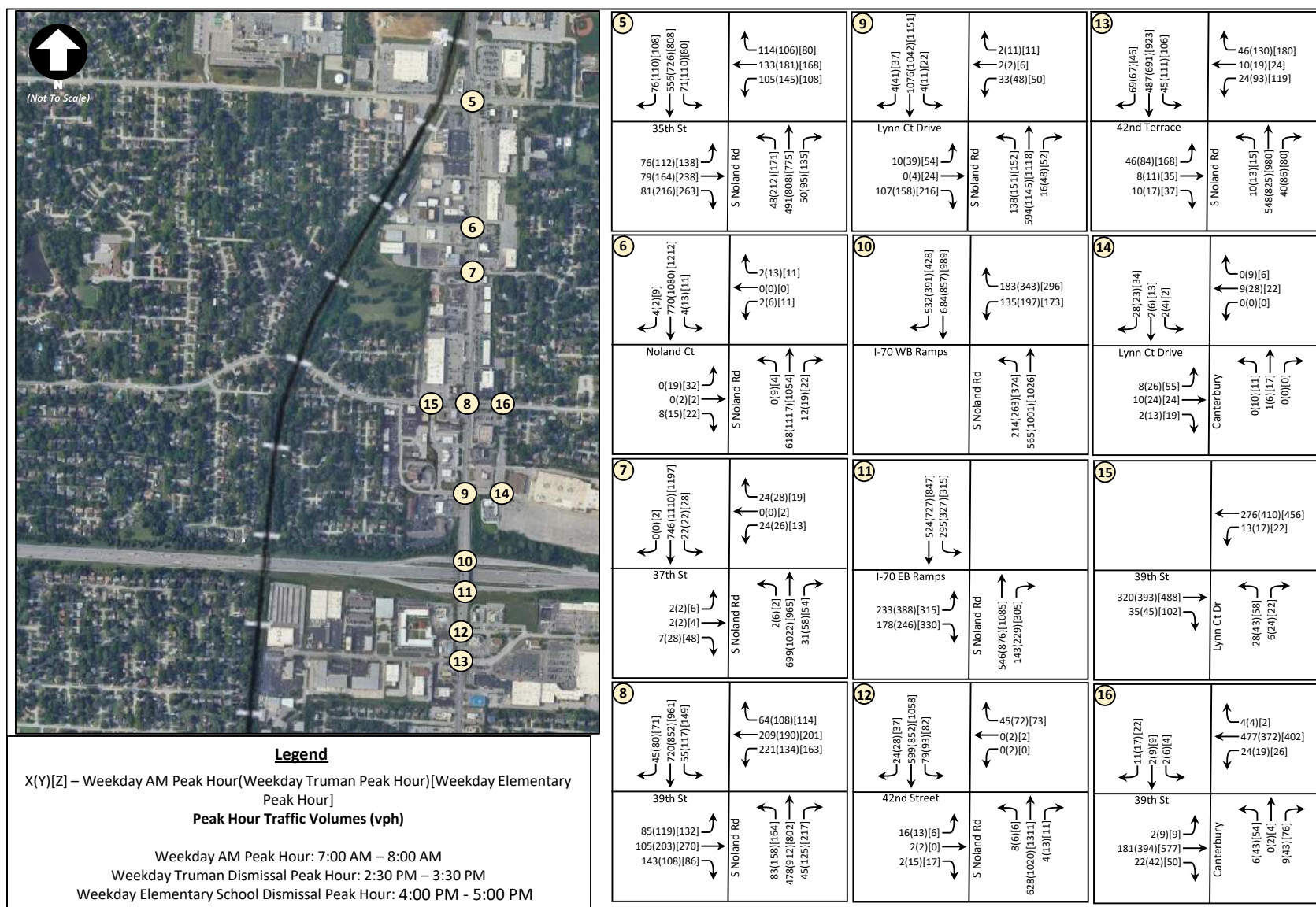
2046 No-Build Traffic Volumes – Overall Study Area



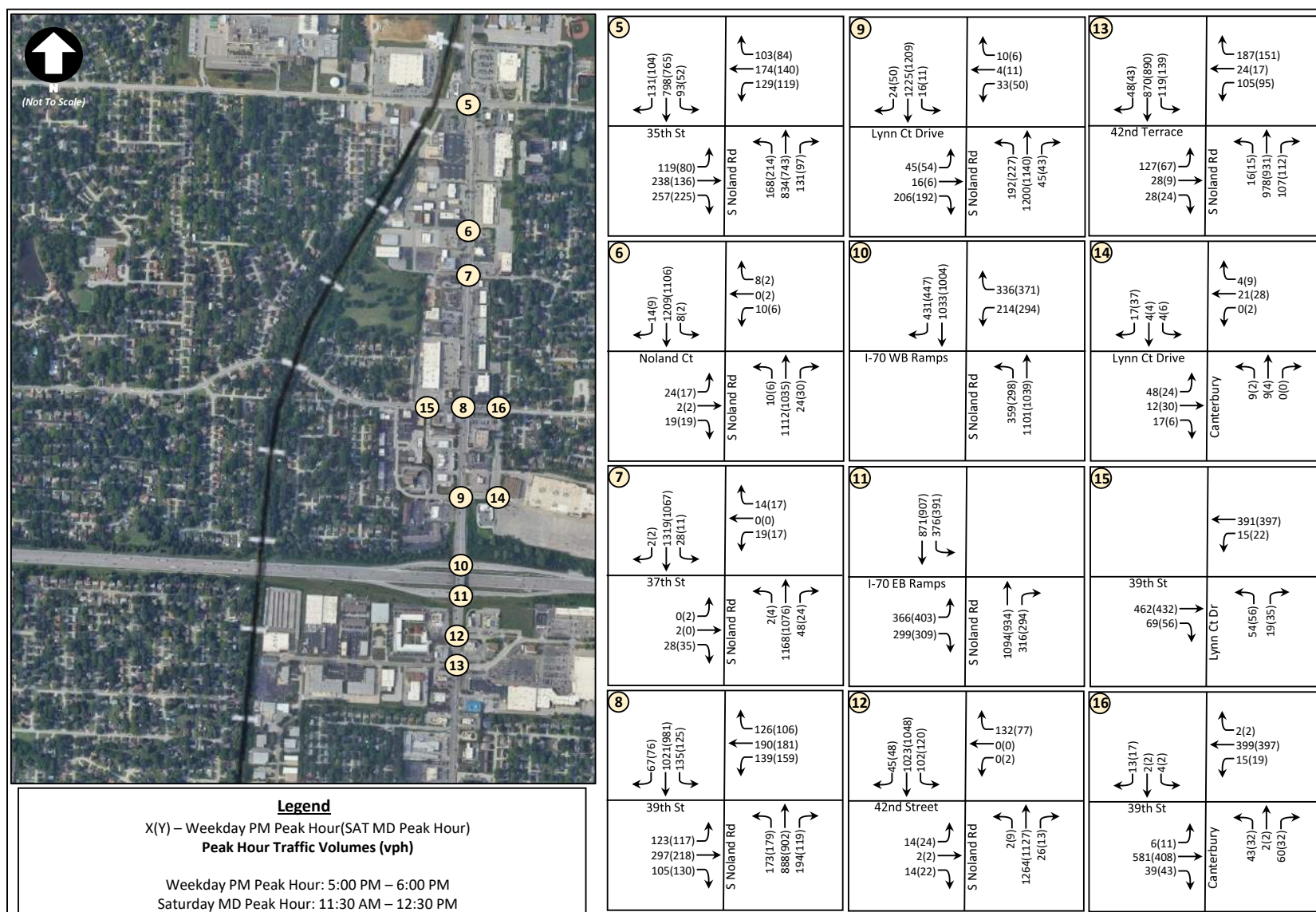
2046 No-Build Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet A-1)



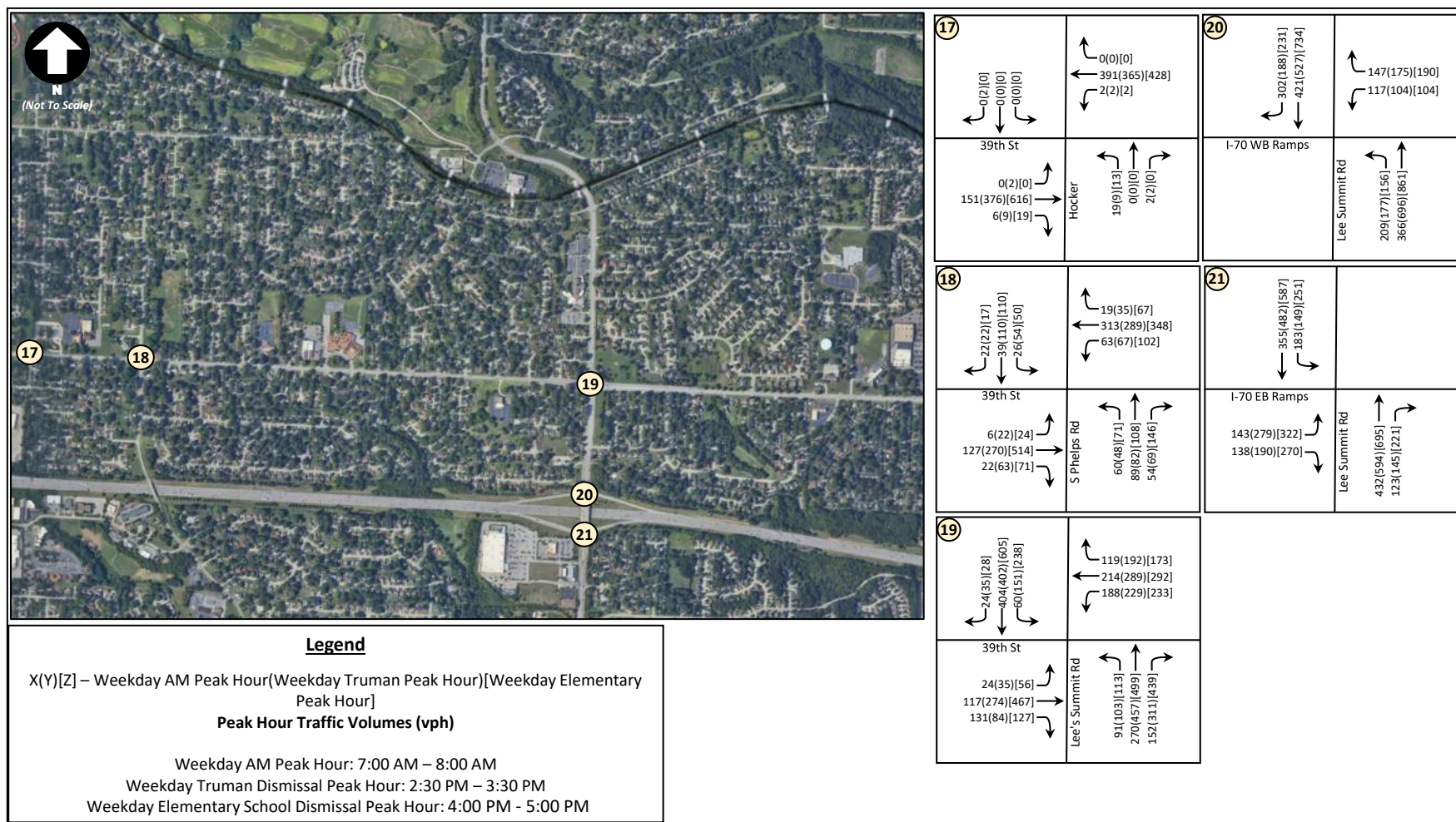
2046 No-Build Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet A-2)



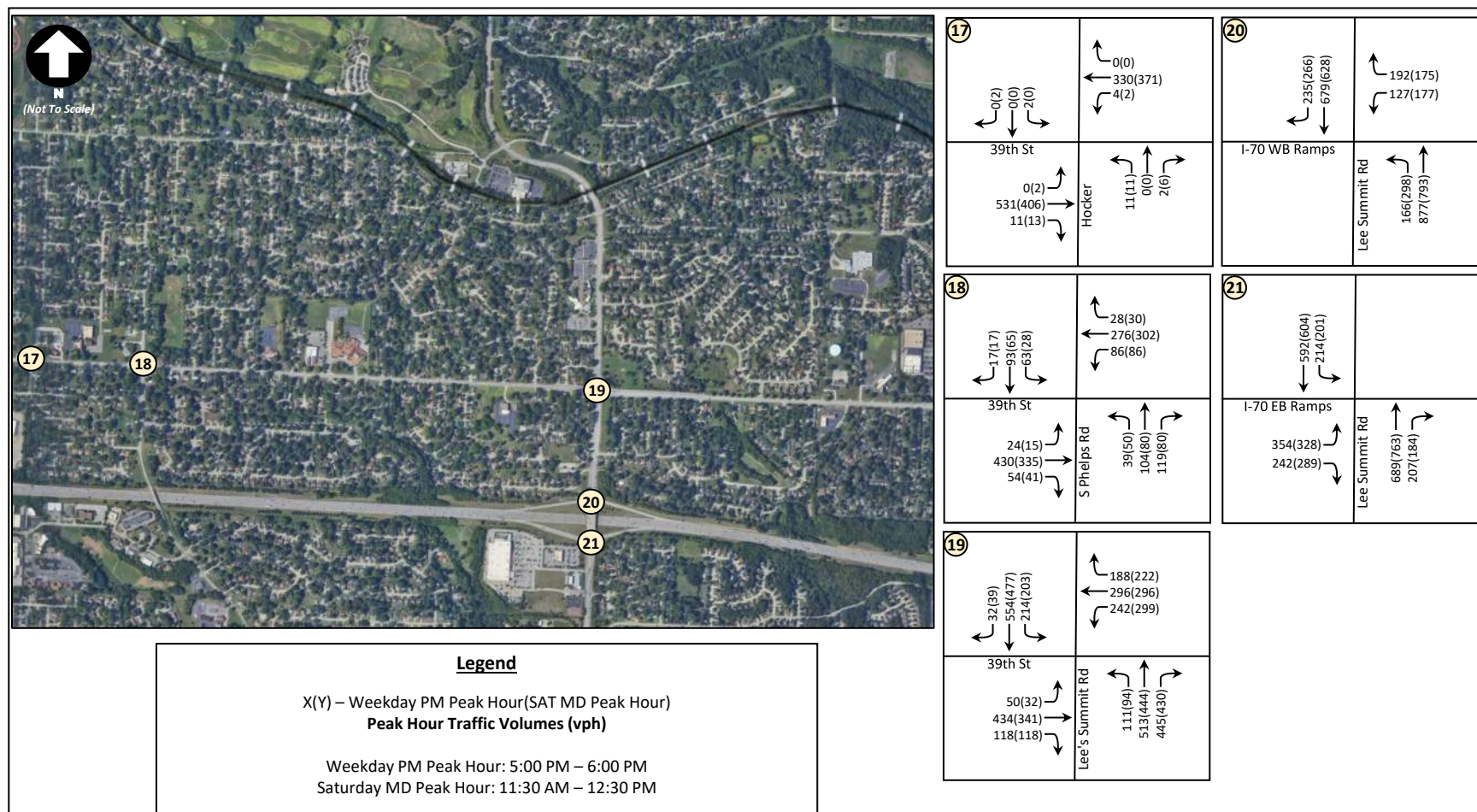
2046 No-Build Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet B-1)



2046 No-Build Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet B-2)

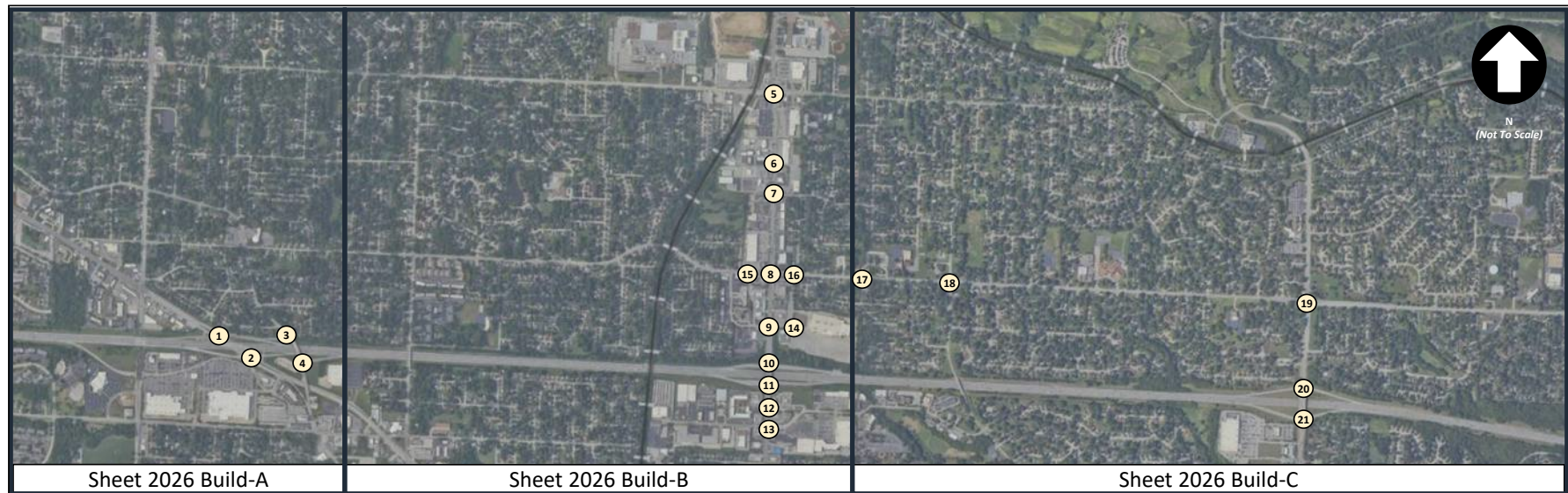


2046 No-Build Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet C-1)

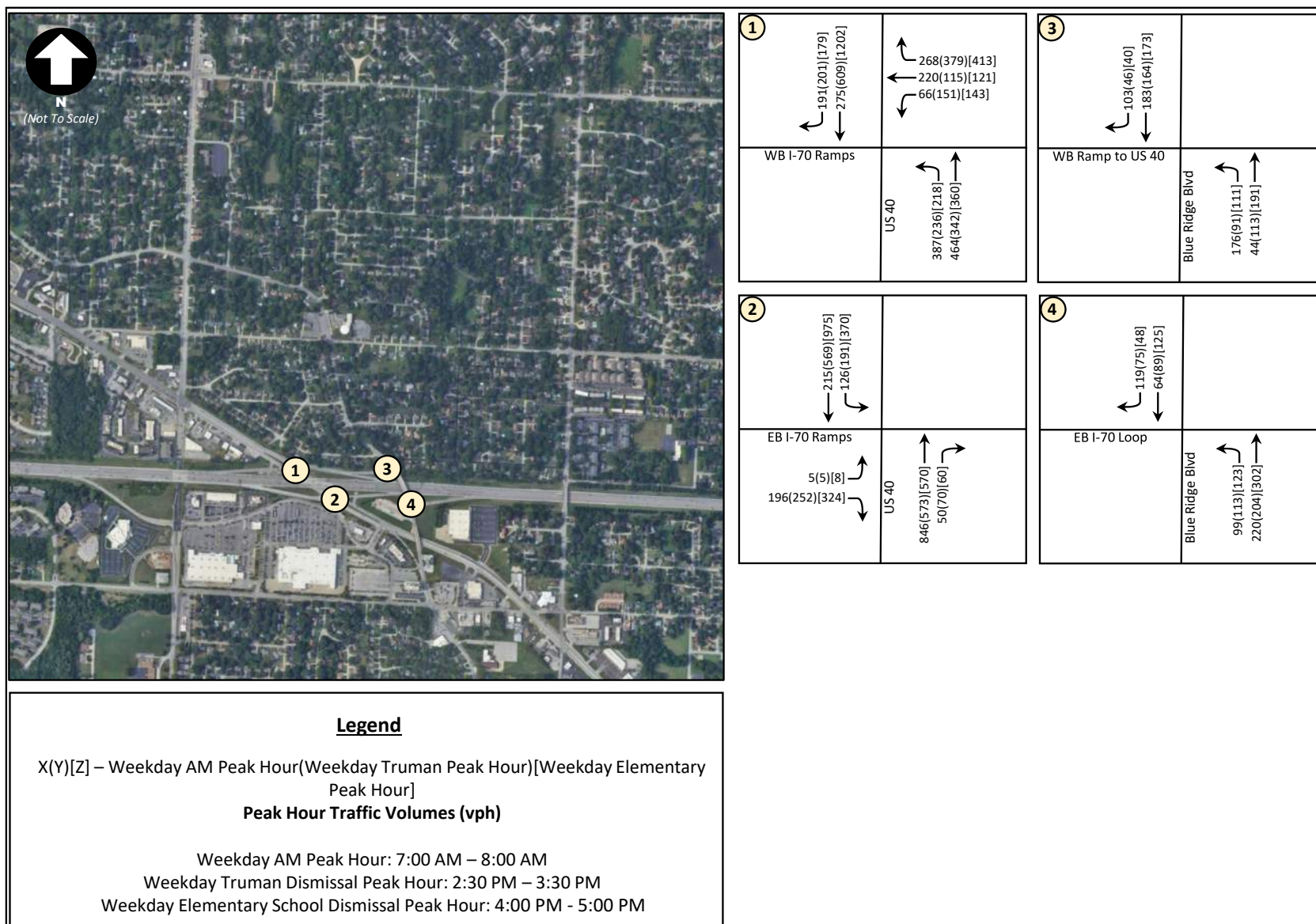


2046 No-Build Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet C-2)

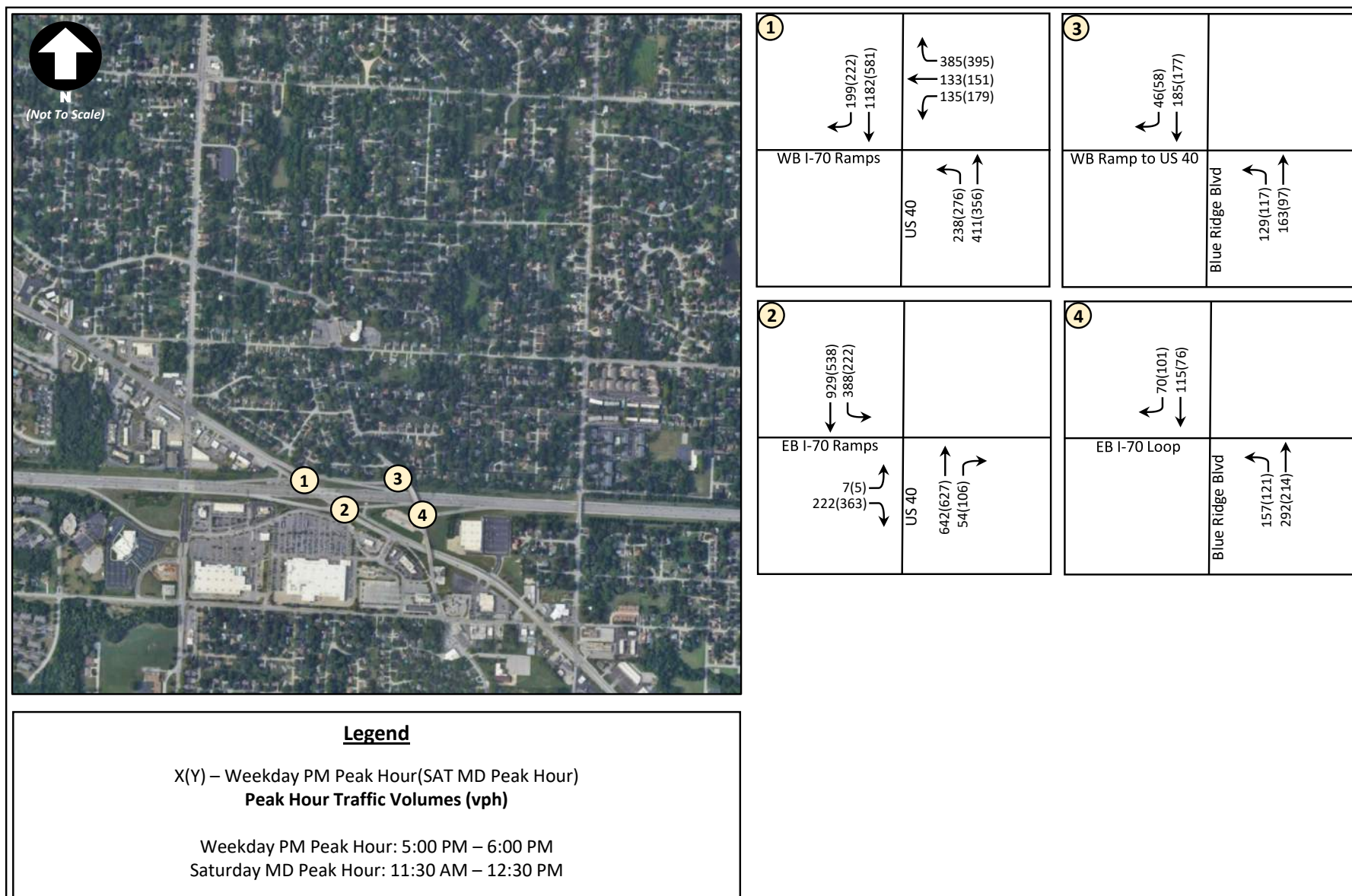
APPENDIX D – 2026 FORECASTED TRAFFIC VOLUMES



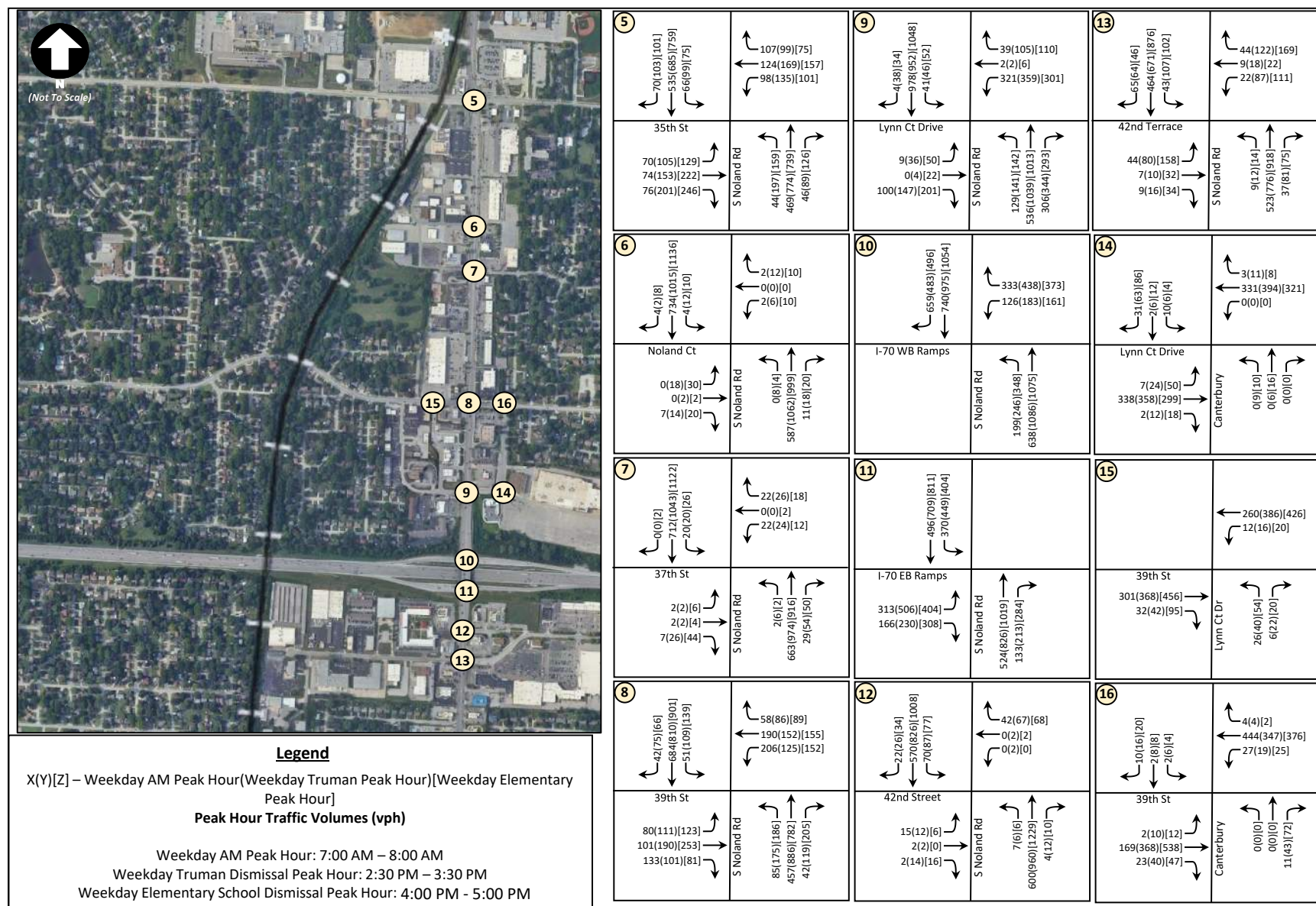
2026 Forecasted Traffic Volumes – Overall Study Area



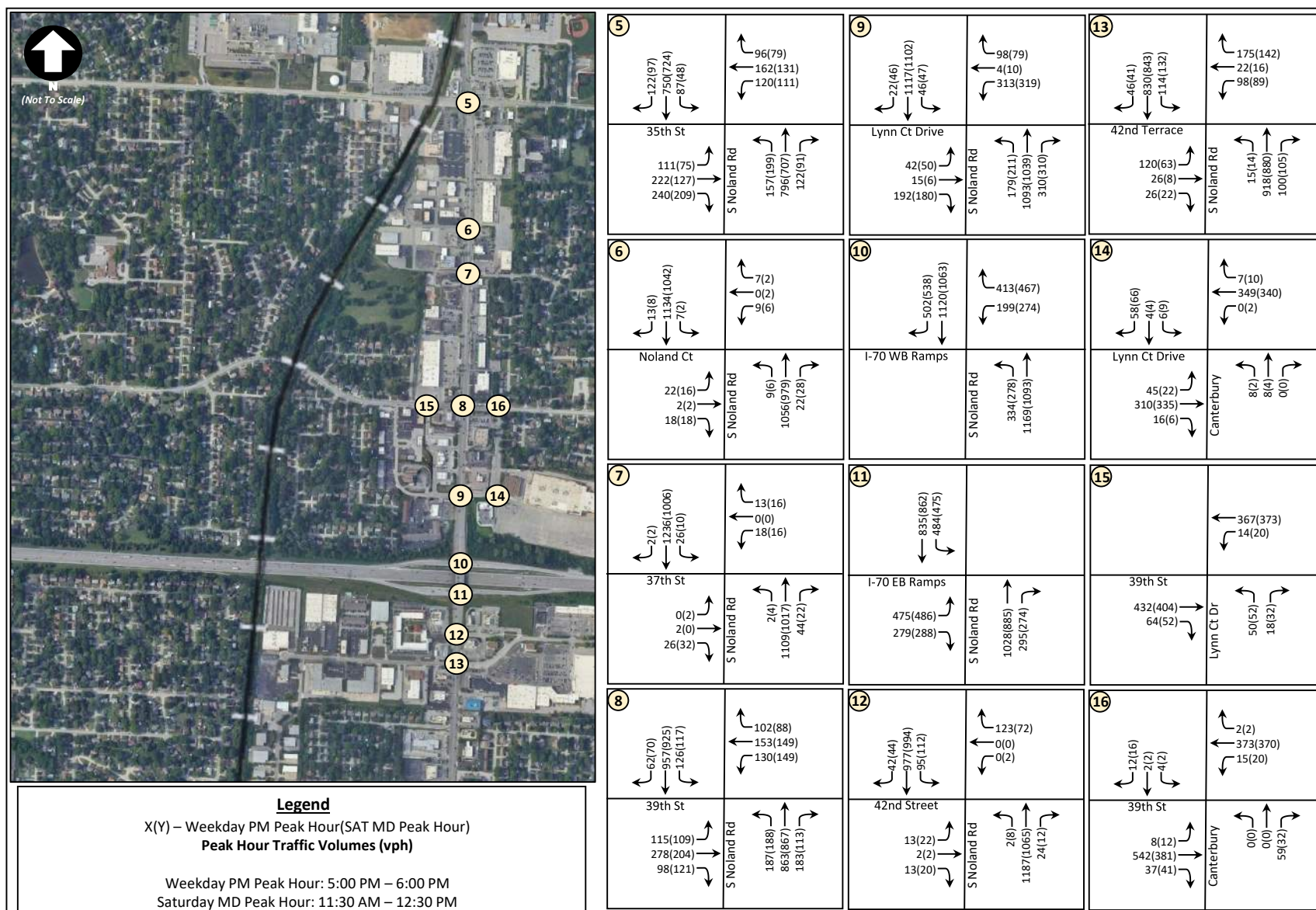
2026 Forecasted Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet A-1)



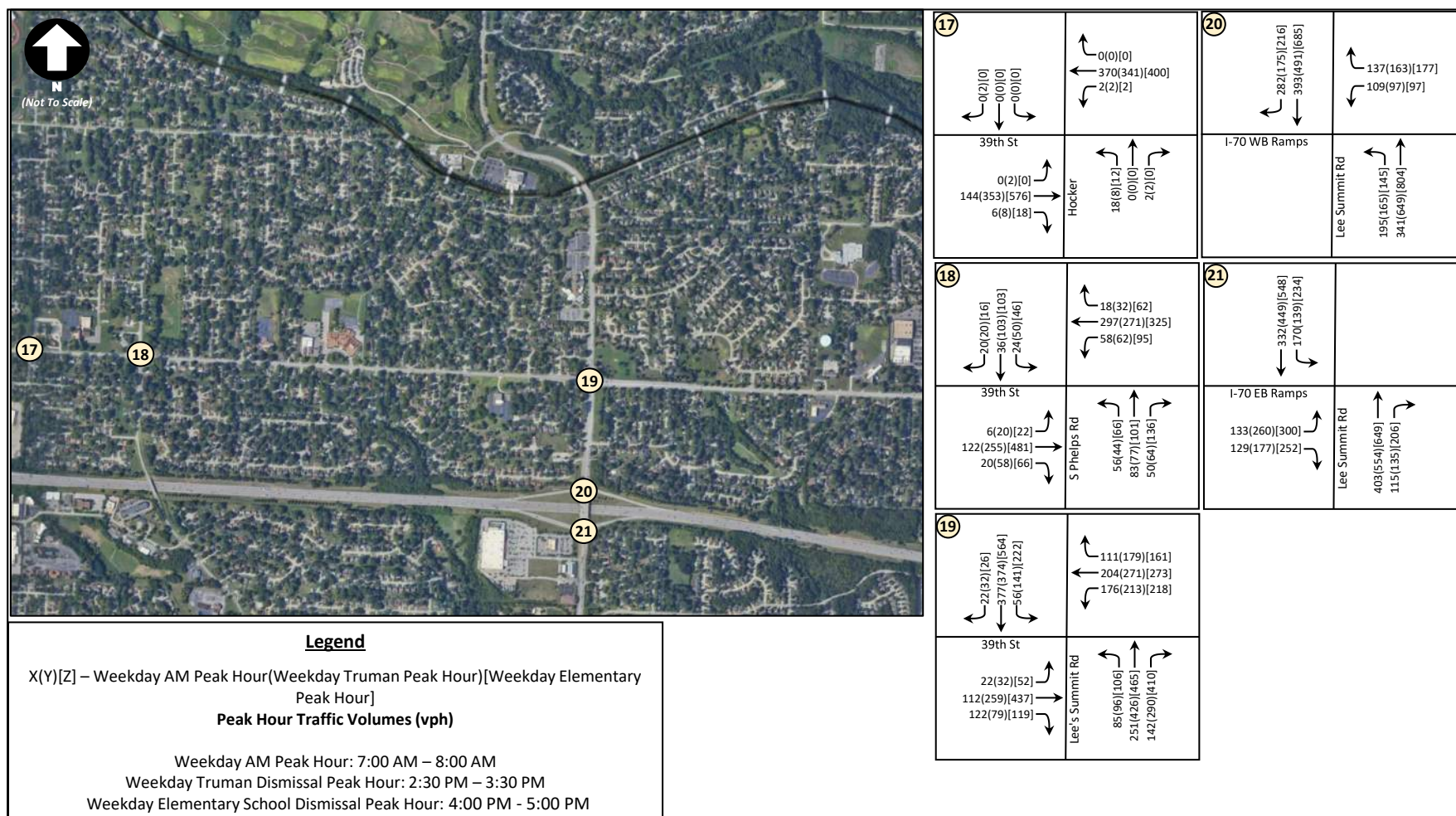
2026 Forecasted Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet A-2)



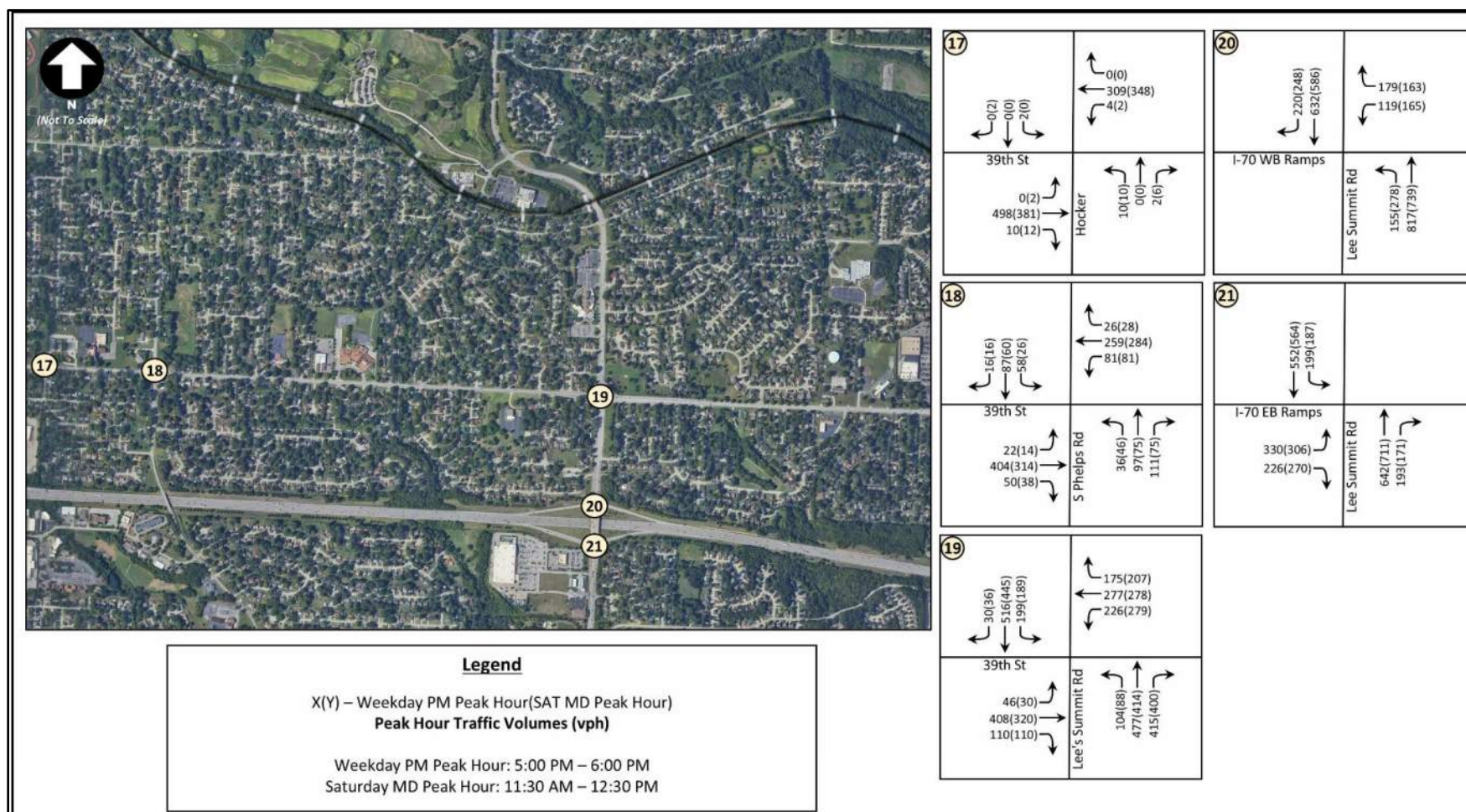
2026 Forecasted Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet B-1)



2026 Forecasted Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet B-2)

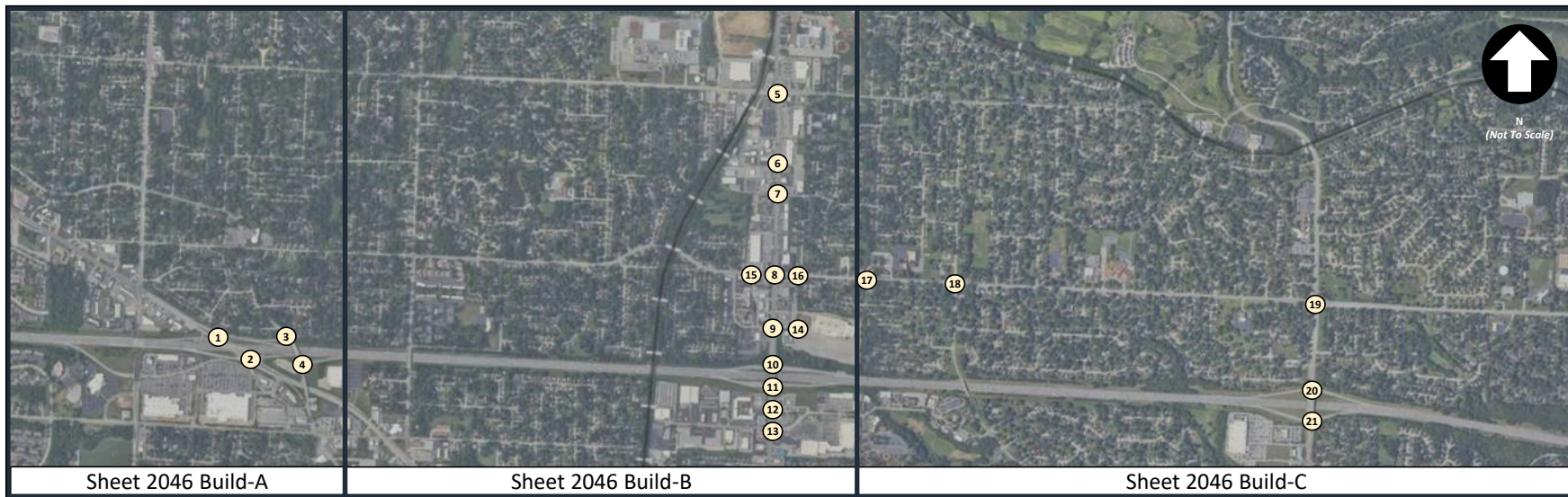


2026 Forecasted Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet C-1)

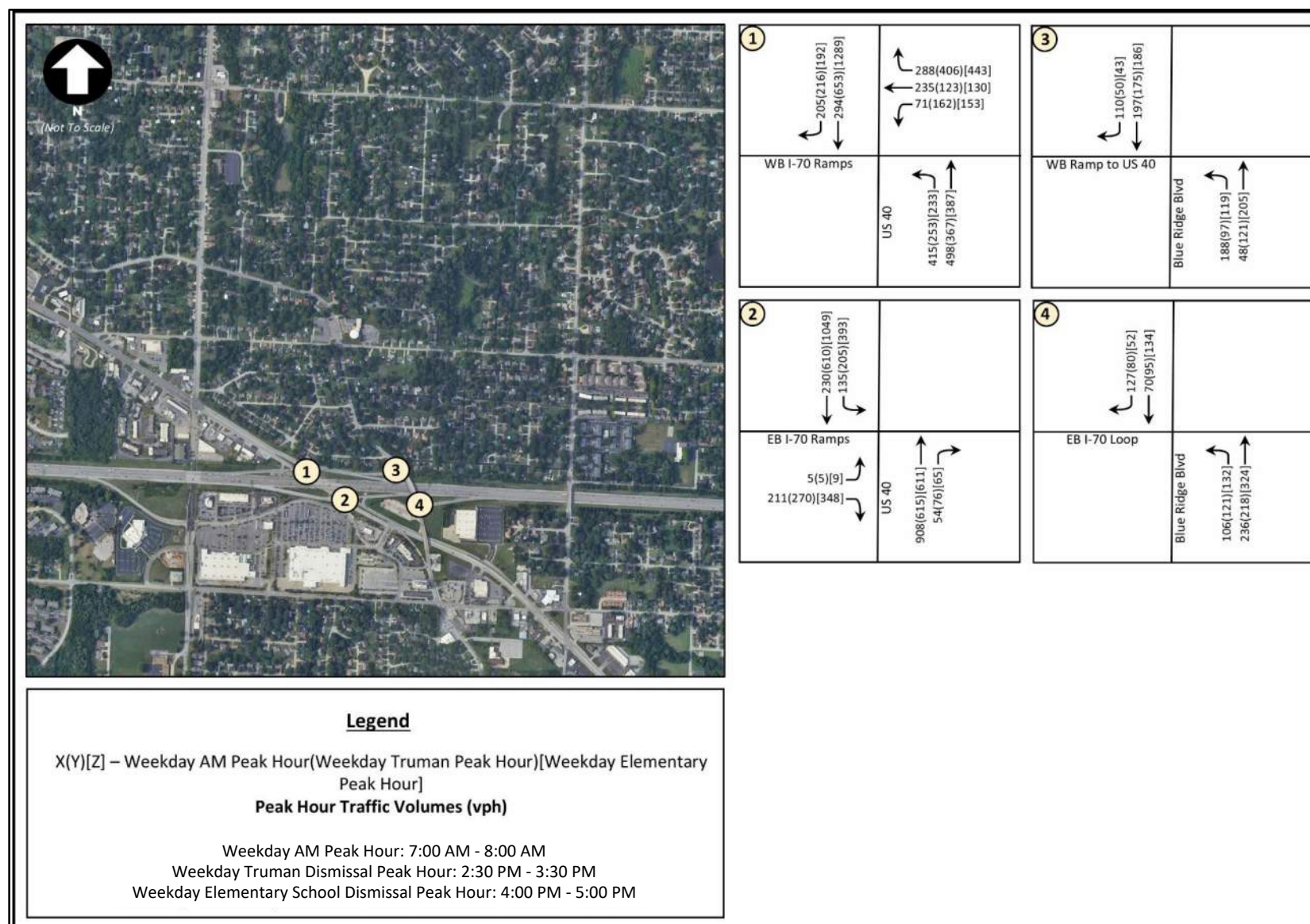


2026 Forecasted Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet C-2)

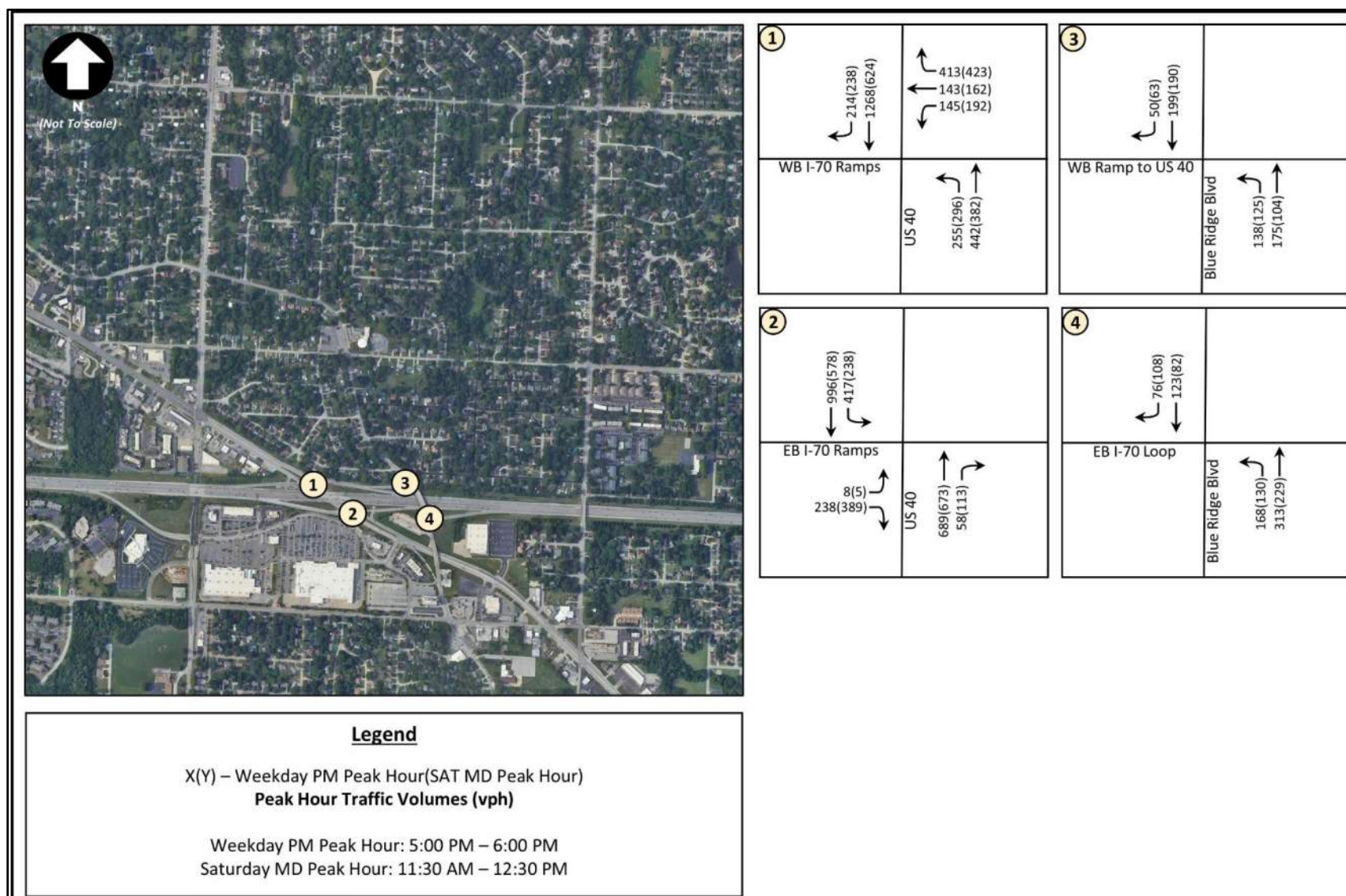
APPENDIX E – 2046 FORECASTED TRAFFIC VOLUMES



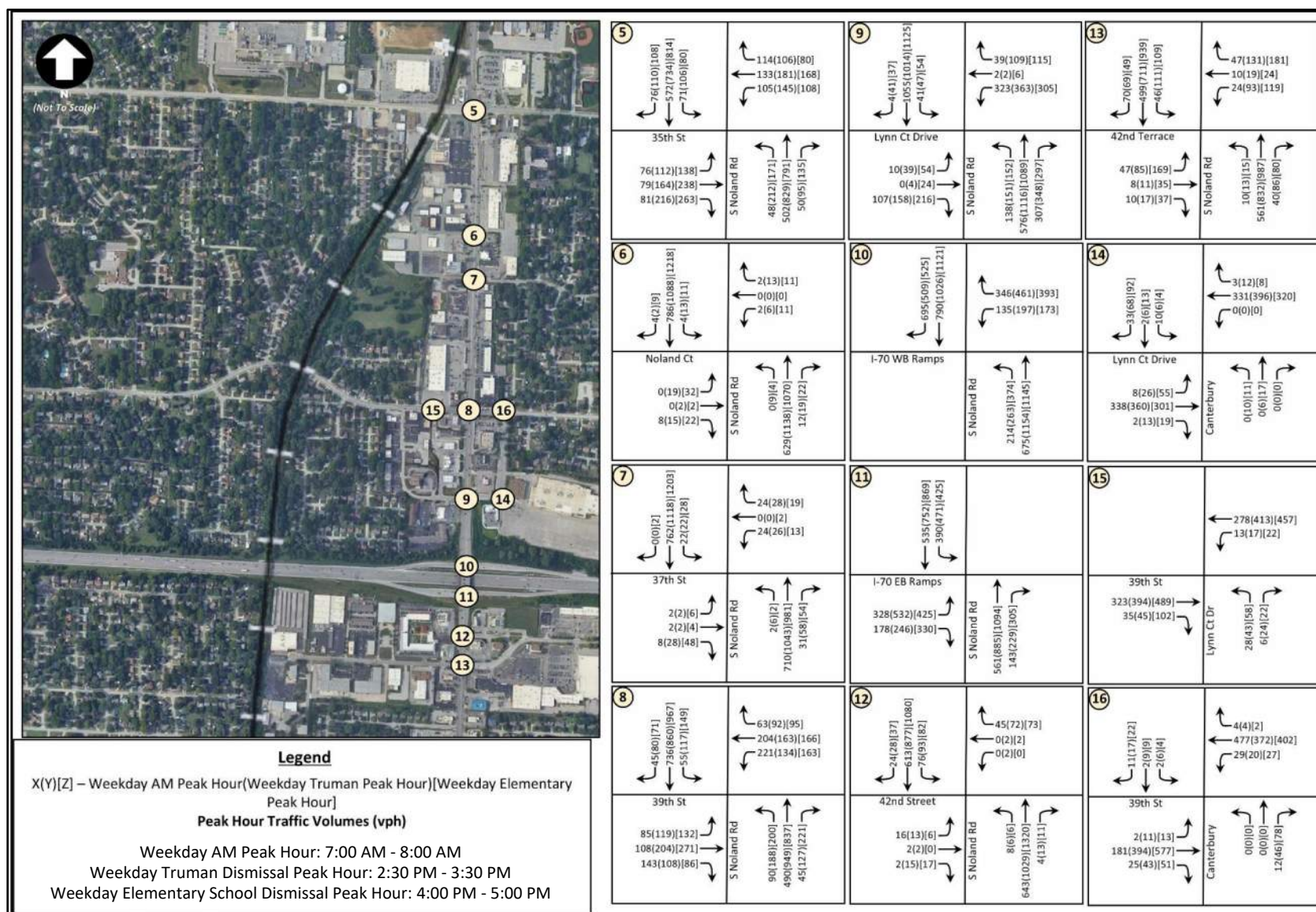
2046 Forecasted Traffic Volumes – Overall Study Plan



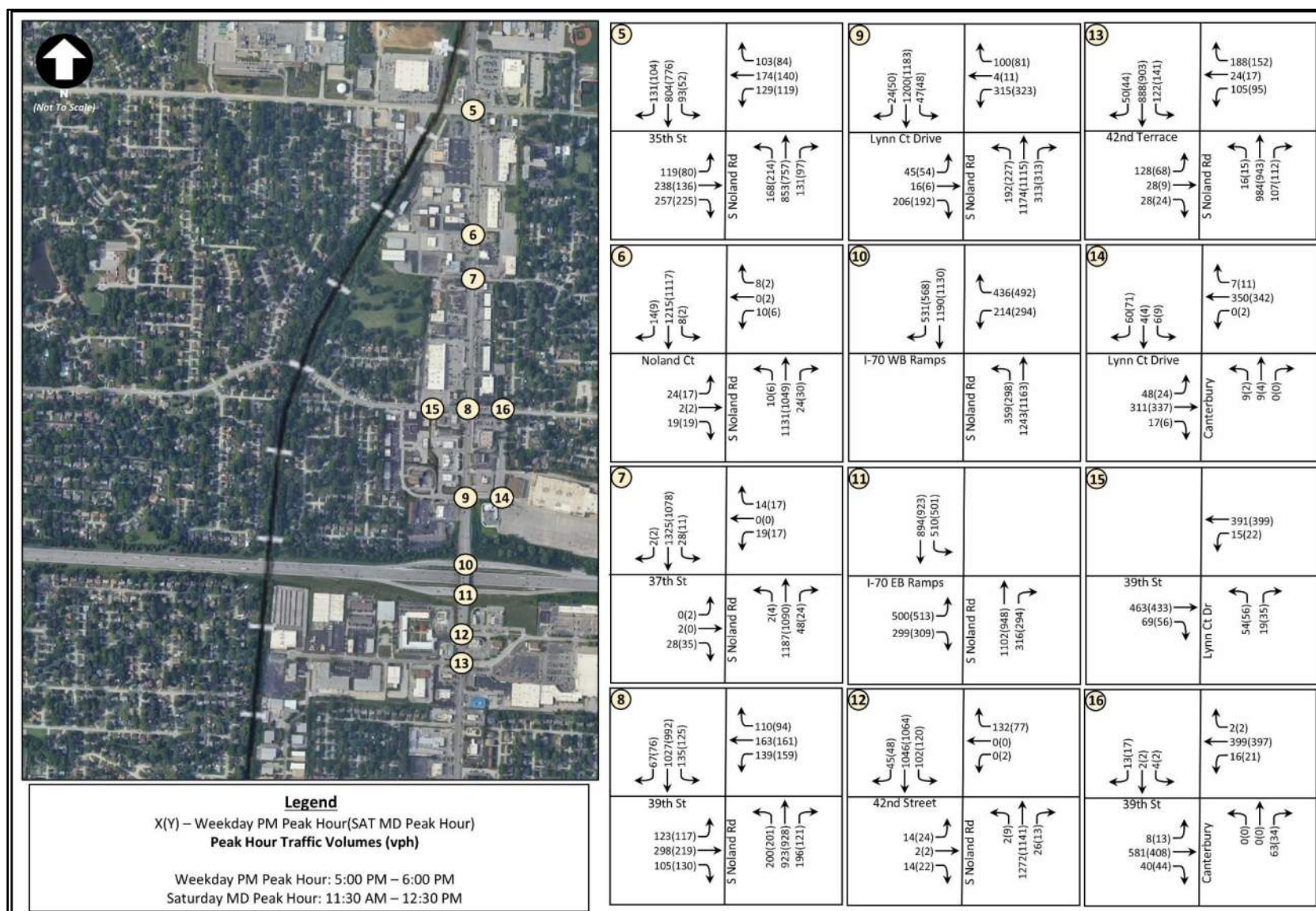
2046 Forecasted Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet A-1)



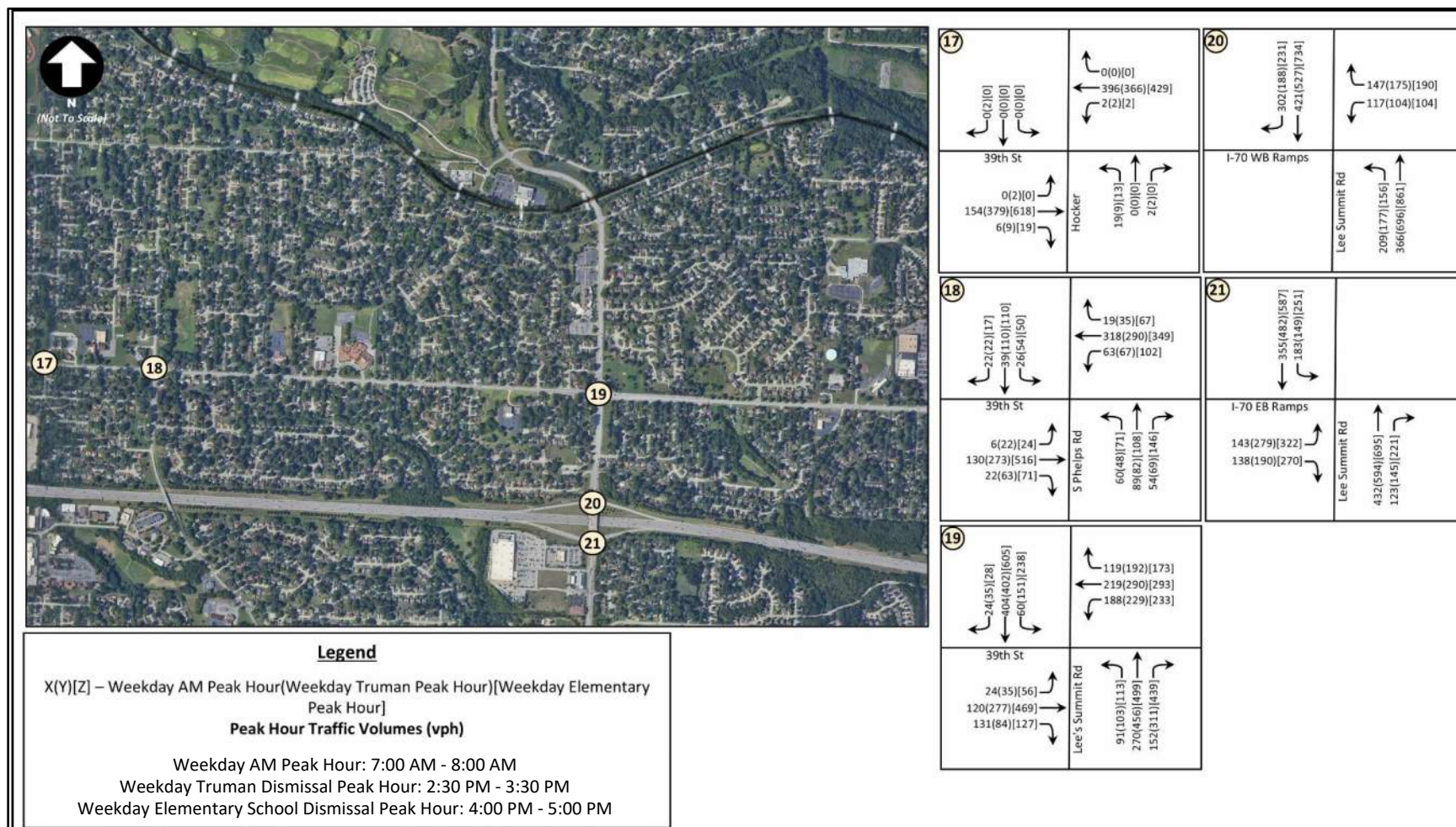
2046 Forecasted Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet A-2)



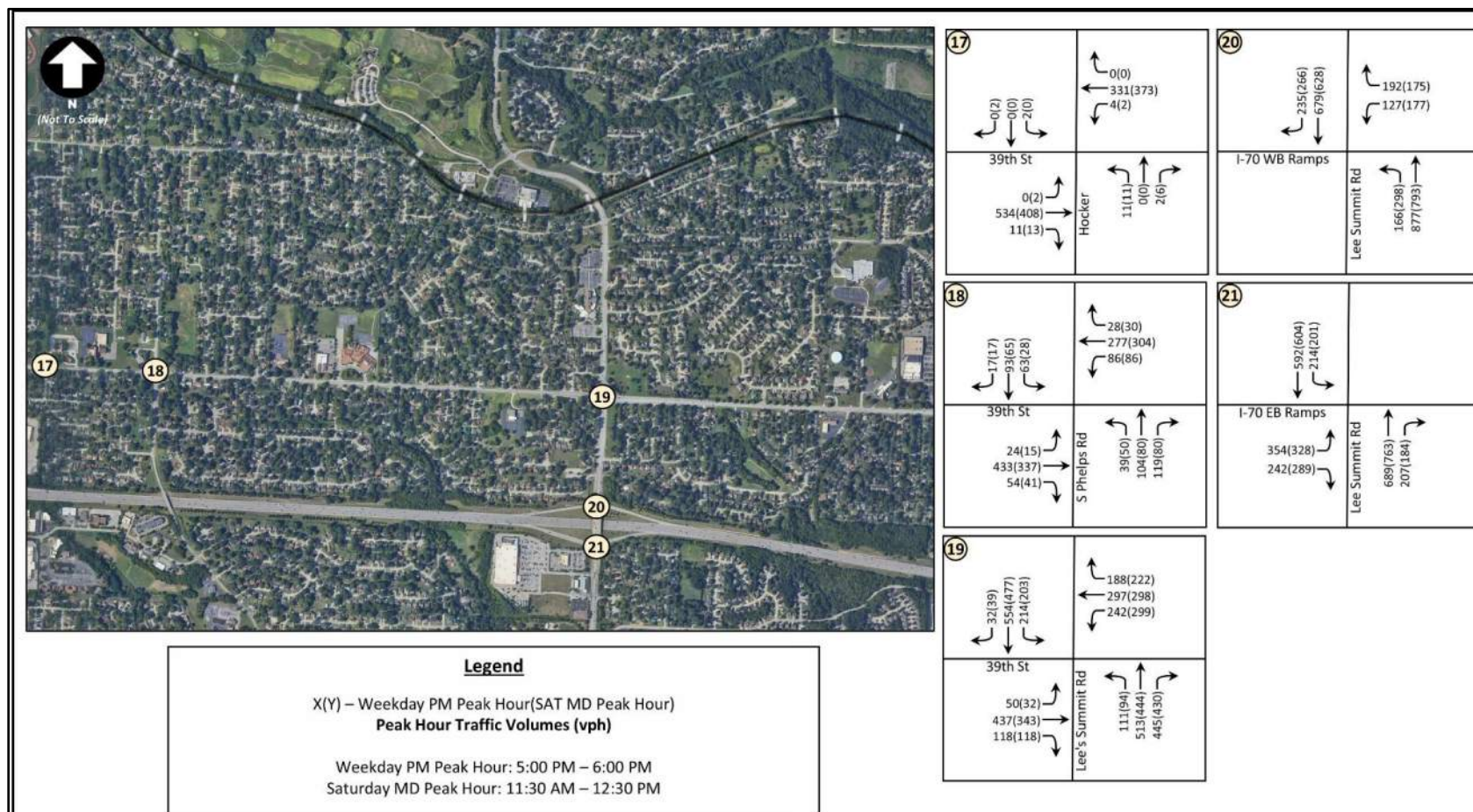
2046 Forecasted Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet B-1)



2046 Forecasted Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet B-2)

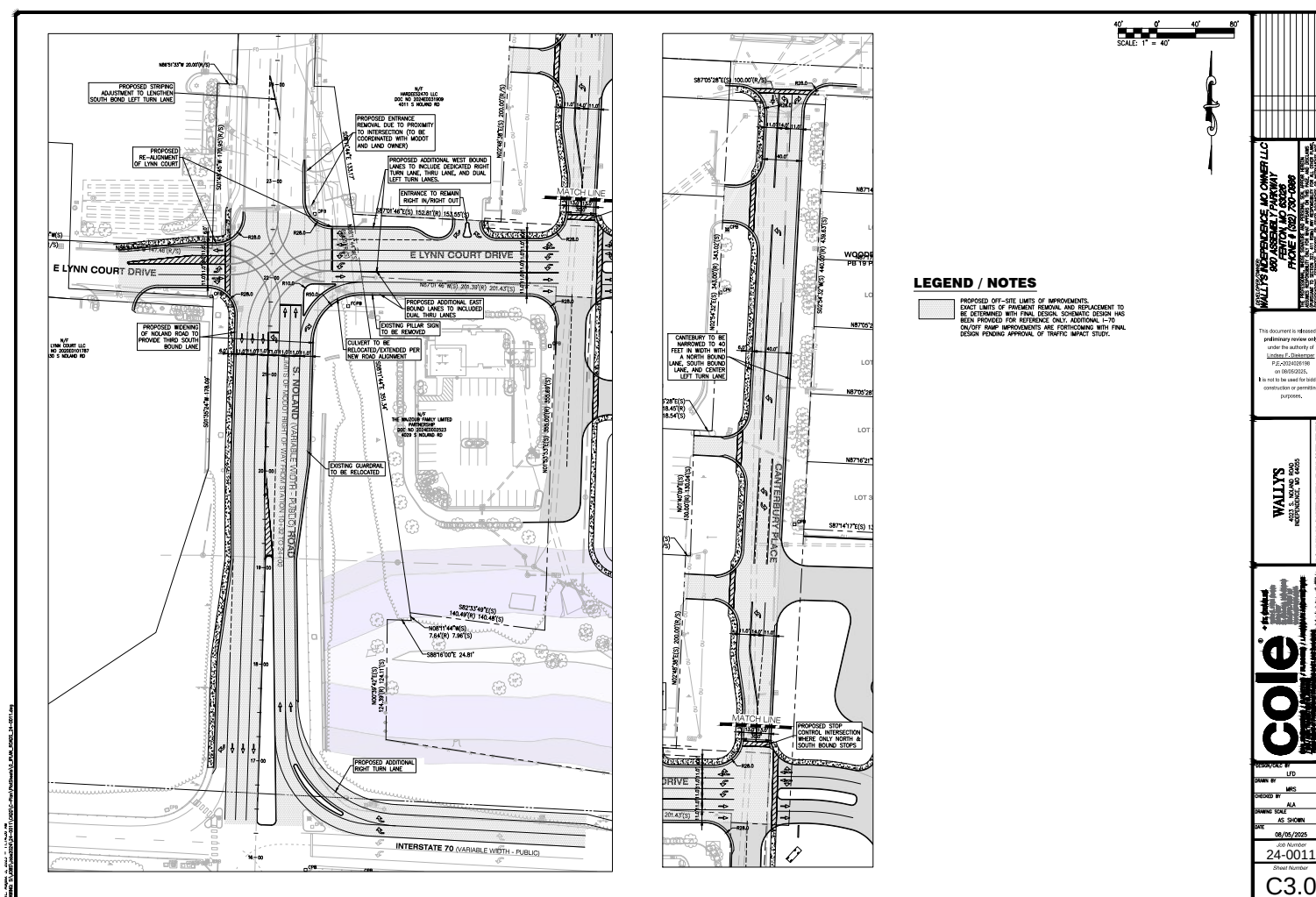


2046 Forecasted Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet C-1)



2046 Forecasted Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet C-2)





WALLY'S INDEPENDENCE TRAFFIC IMPACT STUDY

EXECUTIVE SUMMARY

Lochmueller Group has completed the following traffic study pertaining to the proposed Wally's to be located in the City of Independence, Missouri. The site is proposed off of Noland Road, at the intersection of Canterbury Place and Lynn Court Drive, just northeast of the Interstate 70 (I-70) and Noland Road interchange. The site will include a Wally's Travel Center (54.0 KSF) with 84 fueling positions. The existing Northern Tool & Equipment Store would be removed and replaced by the proposed Wally's. Access to the site would be provided primarily via S Noland Road, opposite Lynn Court Drive. Secondary access would be provided via Canterbury Place, which provides access to E 39th Street.

The intent of this study is to identify the traffic generation associated with the proposed redevelopment, analyze the associated traffic impacts, and determine the need for mitigation measures, if necessary. As discussed in the scoping meeting on November 26, 2024, with the Missouri Department of Transportation (MoDOT) and the City of Independence, the following scenarios will be evaluated:

- Year 2024 Existing
- Year 2026 Baseline (Existing + 2 years background growth)
- Year 2026 Forecasted (with development in place)
- Year 2046 Baseline (predevelopment)
- Year 2046 Forecasted (with development in place)

The following five peak hours were agreed upon to be part of the analysis:

- Weekday morning (7:00 AM to 8:00 AM),
- Truman High School Dismissal (2:30 PM to 3:30 PM),
- Elementary School Dismissal (4:00 PM to 5:00 PM),
- Weekday evening (5:00 PM to 6:00 PM), and
- Saturday midday (11:30 AM to 12:30 PM)

However, as agreed upon with the City of Independence and MoDOT, only the weekday AM and PM peak hours and the Saturday midday peak hour were modeled with respect to I-70 as it was determined that those time periods were the most critical for the interstate. The reasoning was that if I-70 and its interchange with Noland Road could support the proposed Wally's traffic during these critical time periods then the remaining two peak hours, the Truman High School and Elementary peak dismissal hours, could also be supported since those time periods were typically less congested along I-70 as compared to the commuter and/or weekend peak hours.

EXISTING AND NO-BUILD CONDITIONS

2024 EXISTING CONDITIONS

- The study intersections generally operate favorably in the 2024 Existing conditions. Some side-street approaches at unsignalized intersections along Noland Road experience long delays as they wait for gaps in traffic to complete their turning movement, but that is not uncommon

during peak periods in suburban areas. Additionally, the southbound and northbound queues at the I-70 and Noland Road interchange extend past the adjacent ramp terminals, which is not uncommon with a tight diamond configuration. The southbound queue length on Noland Road from the I-70 ramp terminals does not extend past Lynn Court Drive, and the northbound queue does not extend past 42nd Terrace, indicating that the interchange does operate acceptably.

- Overall, the existing conditions indicate that there is adequate capacity at the study intersections.
- Under existing conditions, the study area has experienced 1,082 crashes between 2019 and 2023. The most common crash classification was Rear End accounting for 42% of all crashes. Other common types include Passing and Out of Control which were largely focused near the I-70 acceleration and deceleration lanes for ramp entrances and exits.
- The following recommendations were offered for consideration as a means of improving existing conditions along the Noland Road corridor:
 - Extending the existing acceleration lanes along I-70 at the Noland Road interchange,
 - Correcting the existing offset at the signalized intersection of Noland Road and Lynn Court Drive, and
 - Closing the existing southern Hardee's access drive along Noland Road due to its proximity to the signalized intersection with Lynn Court Drive.

2026 NO-BUILD CONDITIONS

- The year 2026 was used as the project's construction year for purposes of evaluating traffic operations conditions associated with the proposed development. No modifications were made to the existing lane configurations.
- An annual background growth rate of 0.35% for the overall study area and I-70 Corridor was used to forecast future traffic volumes (as agreed to by MoDOT and the City of Independence).
- Upon evaluation, in 2026 the overall study area would experience slightly worsened delays and queue lengths as compared to the 2024 Existing operations, but the network would still be expected to operate acceptably overall.
- Safety analysis models show the predicted number of crashes should be 135.5 annual crashes under 2026 No-Build conditions in the study area. The predicted analysis yielded a lower annual crash rate than the existing rate, thereby indicating the existing roadway network within the study area experiences more crashes as compared to other roadways of similar volume and characteristics.

2046 NO-BUILD CONDITIONS

- The year 2046 was used as the project's horizon design year for purposes of evaluating traffic operations conditions into the future at a planning-level. No modifications were made to the existing lane configurations.

- Upon evaluation, in 2046 the overall study area would experience worsened delays and queue lengths when compared to the 2024 Existing conditions and 2026 No-Build conditions. However, it is anticipated that operations overall within the network would still operate acceptably.
- Safety analysis models show the predicted number of crashes should be 150.5 annual crashes under 2046 No-Build conditions in the study area. This represents an increase of 15 crashes per year as compared to 2026 No-Build conditions, which is attributable to the increased number of vehicles in the roadway network.

PROPOSED DEVELOPMENT

- It is anticipated that the proposed Wally's would provide 84 fueling stations. The proposed Wally's is expected to generate the following trips during each of the critical time periods included in this study:
 - 660 total trips during the weekday AM peak hour
 - 709 total trips during the Truman High School Dismissal peak hour
 - 582 total trips during the Elementary School Dismissal peak hour
 - 632 total trips during the weekday PM peak hour, and
 - 625 total trips during the Saturday Midday peak hour
- Access to the site would be provided primarily via S Noland Road, opposite Lynn Court Drive. Secondary access would be provided via Canterbury Place, which provides access to E 39th Street.

RECOMMENDED IMPROVEMENTS

In conjunction with the proposed Wally's Travel Center, several roadway improvements are recommended. While some improvements would be necessary as a result of the traffic generated by the proposed Wally's, several improvements such as extending the existing acceleration lanes along I-70 at the Noland Road interchange and/or aligning the existing offset intersection of Noland Road with Lynn Court Drive would be recommended regardless of the proposed development as a means of improving conditions (from both a traffic operations and safety perspective) along S Noland Road and/or I-70. Ultimately, it is recommended that the following roadway improvements be made prior to the opening of the Wally's Travel Center:

- I-70 EB Ramps:
 - Provide 250 ft of taper plus at least 615 ft of full width parallel deceleration lane along I-70 that would tie into the existing off ramp.
 - Extend the eastbound acceleration lane by a minimum of 145 ft.
- I-70 WB Ramps:
 - Provide 250 ft of taper plus at least 615 ft of full width parallel deceleration lane along I-70 that would tie into the existing off ramp.
 - Maximize the acceleration lane for the existing westbound on ramp to provide approximately 900 ft, inclusive of taper. Note that the proposed taper would end right before the guardrail for the existing railroad overpass. It should be noted that this

length would still not meet AASHTO guidelines given the proximity of the railroad overpass. However, this extension would still represent an improvement as compared to existing conditions.

- Noland Road & I-70 EB Ramp Terminal:
 - Extend the existing four-lane section of the eastbound approach to a total of 400 ft measured from the stop-bar.
- Noland Road & I-70 WB Ramp Terminal:
 - Provide an additional westbound right-turn lane to ultimately provide two left turns lanes and two right turn lanes. The dual right-turn lanes should be signalized, allowing right-turns on red after stop. The right-turn lanes should feed into the two existing northbound through lanes.
- Noland Road & Lynn Court Drive:
 - Reconstruct the intersection to correct the existing offset and to allow for the eastbound and westbound approaches to run concurrently. The following lane configurations are recommended:
 - Eastbound Approach:
 - Provide a dedicated left-turn lane and a shared thru/right turn lane.
 - Westbound Approach:
 - Provide dual left-turn lanes, one through lane, and one right-turn lane.
 - Northbound Approach:
 - Provide one left-turn lane, two thru lanes, and one channelized right-turn lane.
 - Southbound Approach:
 - Provide one left-turn lane, one thru lane, and one shared through/right-turn lane.
 - Extend the striping for the southbound left-turn lane to increase the storage length, but do not modify the existing median.
 - Provide new traffic signal structures, appurtenances, and pedestrian signalization (with the exception of the SE quadrant).
 - Provide three southbound lanes immediately south of Lynn Court Drive and extending to the I-70 EB ramp terminal.
 - Close the southernmost Hardee's access drive just north of this intersection to reduce conflicts within the signalized intersection.
- Lynn Court Drive & Canterbury Place:
 - Provide a stop-controlled intersection where northbound and southbound traffic is required to stop and eastbound and westbound traffic travels freely.
 - The following lane configurations are recommended:
 - Eastbound Approach:
 - Provide one shared thru/left turn lane and one shared thru/right turn lane.

- Westbound Approach:
 - Provide one shared thru/left turn lane and one shared thru/right turn lane.
 - Northbound Approach:
 - Provide a single-lane approach. Although should a left-turn lane be desired it would only be expected to improve operations.
 - Southbound Approach:
 - Provide a single-lane approach. Although should a left-turn lane be desired it would only be expected to improve operations.
- 39th Street & Canterbury Place
 - Restrict the unsignalized intersection to ¾ access (northbound left turn not permitted) via the construction of a channelized island on the northbound approach.
 - However, should the City of Independence desire, full access at this intersection could remain.
- Noland Road & 42nd Street:
 - Consideration should be given towards restricting left-turns for the eastbound and westbound approaches to improve the efficiency of this unsignalized intersection. The existing left-turning vehicles can divert to the signalized intersection of 42nd Terrace.
- Signal Timing Improvements:
 - Signal timing improvements along the Noland Road corridor are recommended prior to the Wally's Travel Center being in place. It is anticipated that all cycle lengths, with the exception of the Saturday midday, would remain the same. It is recommended that the Saturday midday cycle length be adjusted from 100 seconds to 110 seconds. A full signal timing progression analysis and implementation along the Noland Road corridor is recommended. It should be noted that coordination between Operation Green Light (OGL) will be necessary prior to the implementation of the new signal timings.

2026 AND 2046 FORECASTED CONDITIONS

The results and conclusions for the following scenarios assume the full build of the proposed Wally's Travel Center is in place and all recommended improvements presented above.

2026 FORECASTED CONDITIONS

- The year 2026 was used as the construction year for evaluating near-future traffic conditions.
- The Noland Road corridor (35th Street to 42nd Terrace) is expected to operate at an overall LOS D or better at signalized intersections, while most unsignalized intersections function adequately. Side-street approaches would continue to operate with long delays similar to the 2026 No-Build conditions.
- The I-70 and Noland Road interchange would be expected to operate acceptably with the Wally's Travel Center in place. The additional westbound right-turn lane at the westbound ramps adds capacity to the interchange, improving the operations. The southbound queue

length at the eastbound ramps would be expected to extend past the westbound ramp terminal. However, the average queue length would not be expected to extend past Lynn Court Drive.

- The realigned intersection of Noland Road and Lynn Court Drive would be expected to operate at an overall LOS B during all peak hours. The average westbound queue length would be well contained within the existing laneage. However, during peak periods, the max westbound queue would extend past Canterbury Place periodically.
- The internal intersection of Lynn Court Drive and Canterbury Place would be expected to operate well with minimal queues.
- Under the 2026 No-Build conditions, the northbound approach at Canterbury Place and E 39th Street during the Elementary School Dismissal periods would be expected to operate at a LOS E, but with the recommended northbound left-turn restriction in place, the approach would improve to a LOS B in the 2026 Forecasted conditions.
- Overall, it was concluded that with the recommended improvements in place, the roadway network in the year 2026 will operate acceptably and have adequate capacity with the proposed Wally's in place.
- Safety analysis models show the 2026 Forecasted conditions should result in 138.3 crashes per year in the study area. This is a *minimal* net increase of 2.8 crashes per year as compared to the 2026 No-Build conditions. The minimal increase in crashes is simply due to the increased number of vehicles entering Noland Road to access Wally's that otherwise would not be present under No-Build conditions. Freeway crashes are slightly *reduced* under 2026 Forecasted conditions due to the increased acceleration and deceleration lengths and the lower volumes under the Noland Road interchange (traffic diverted to the proposed Wally's).

2046 FORECASTED CONDITIONS

- The 2046 Forecasted conditions are similar to the 2026 Forecasted conditions with generally acceptable operating conditions throughout the study area.
- The Noland Road corridor (35th Street to 42nd Terrace) is expected to continue to operate at an overall LOS D or better at signalized intersections, while most unsignalized intersections function adequately.
- The I-70 and Noland Road interchange would be expected to operate acceptably with the Wally's Travel Center in place with an overall LOS C or better for both ramp terminals.
 - The maximum queue lengths for the northbound and southbound approaches would be expected to extend past the adjacent ramp terminals to Lynn Court Drive and 42nd Street. However, the average queue length would not extend past these intersections.
- The intersection of Noland Road and Lynn Court Drive would be expected to continue to operate at an overall LOS B during all peak periods. The average queues would not be expected to extend past nearby intersections and the v/c ratios indicate that there is surplus capacity at this intersection despite the addition of Wally's. However, it should be noted that during peak periods, the max westbound queue would extend past Canterbury Place periodically.

- The internal intersection of Lynn Court Drive and Canterbury Place would also be expected to operate well with a LOS C or better for each approach.
- Under the 2046 No-Build conditions, the northbound approach at Canterbury Place & E 39th Street during the Elementary School Dismissal periods would be expected to operate at a LOS F, but with the recommended northbound left-turn restriction in place, the approach would operate at a LOS B through the year 2046.
- Compared to the 2046 No-Build scenario, the overall roadway network would operate acceptably, and with signal timing modifications and lane configuration changes, some of the roadway network would experience shorter delays and queues.
- Safety models predict an annual crash rate of 151.8 crashes per year under 2046 Forecasted conditions. This is a *minimal* net increase of 1.8 crashes per year over the 2046 No-Build. Similar to the 2026 Forecasted conditions comparison, the increase in total crashes is due to the increased number of vehicles attracted to Noland Road due to Wally's that otherwise would not be present on the roadway. The net increase in crashes is minimal at less than 1% per year as compared to No-Build conditions.

Overall, it was concluded that with the recommended improvements in place, the roadway network can accommodate the increased traffic volumes attributable to the proposed Wally's through the year 2046. The following report presents, in detail, the methodology and resulting analysis that support these conclusions.

EXISTING TRAFFIC VOLUMES

Traffic counts were collected over a twelve-hour period (6:00 AM to 6:00 PM) on a typical weekday. Four-hour counts (10:00 AM to 2:00 PM) were collected on a typical Saturday. The traffic counts were performed on May 2, May 4, and May 11, 2024 while school was in session. Given the close proximity of numerous schools to the redevelopment site, traffic operational analysis was completed for weekday morning (7:00 AM to 8:00 AM), Truman High School Dismissal (2:30 PM to 3:30 PM), Elementary School Dismissal (4:00 PM to 5:00 PM), weekday evening (5:00 PM to 6:00 PM), and Saturday midday (11:30 AM to 12:30 PM) peak periods. Based on input from the review agencies, the following intersections are included in the study:

1. S Noland Rd & 42nd Terrace (signal)
2. S Noland Rd & 42nd Street (unsignalized)
3. S Noland Rd & I-70 EB ramps (signal)
4. S Noland Rd & I-70 WB ramps (signal)
5. S Noland Rd & Lynn Ct Drive (signal)
6. S Noland Rd & 39th Street (signal)
7. S Noland Rd & 37th Street (unsignalized)
8. S Noland Rd & Noland Ct (signal)
9. S Noland Rd & 35th Street (signal)
10. 39th Street & Lynn Ct Drive (unsignalized)
11. 39th Street & Canterbury (unsignalized)
12. 39th Street & Hocker (unsignalized)
13. 39th Street & S Phelps Road (signal)
14. 39th Street & Lee's Summit Road (signal)
15. Canterbury Place & Lynn Ct Drive (unsignalized)
16. Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at WB ramp to US 40 (unsignalized)
17. Blue Ridge Blvd/US 40 Interchange & Blue Ridge Blvd at EB 70 loop (new construction)
18. Blue Ridge Blvd/US 40 Interchange & US 40 / WB 70 Ramps (signal)
19. Blue Ridge Blvd/US 40 Interchange & US 40 / EB 70 Ramps (signal)
20. Lee's Summit Interchange & I-70 EB ramps (signal)
21. Lee's Summit Interchange & I-70 WB ramps (signal)

Based upon input from MoDOT and a review of data collected in May 2023 for MoDOT's project J4I3195, it was determined that it would be appropriate to adjust the May 2024 data upwards by 10% along Noland Road between 42nd Terrace Street and 35th Street. This adjustment was applied to all traffic utilizing Noland Road (through movements as well as turning movements onto and off of the corridor). Once adjusted, the existing traffic volumes used as the basis of the analysis for this study closely align with the base volumes used in MoDOT's project. In addition, the mainline I-70 volumes were adjusted upward to align with the mainline traffic volumes utilized by MoDOT in project J4I3195.

The 2024 adjusted existing traffic volumes are shown in **Appendix A**.

ANALYSIS METHODOLOGY

TRAFFIC OPERATIONS

Intersection performance or traffic operations are quantified by six Levels of Service (LOS), which range from LOS A ("Free Flow") to LOS F ("Fully Saturated"). LOS C is normally used for design purposes and represents a roadway with volumes ranging from 70% to 80% of its capacity. LOS E is considered acceptable for peak period conditions in urban and suburban areas and would be an appropriate benchmark of acceptable traffic for the study area road system.

Levels of service for intersections are determined based on the average delay experienced by motorists. Signalized intersections reflect higher delay tolerances as compared to unsignalized and roundabout locations because motorists are accustomed to and accept longer delays at signals. For signalized, all-way stop, and roundabout intersections, the average control delay per vehicle is estimated for each movement and then aggregated for each approach and the intersection as a whole. For intersections with partial (side-street) stop control, the delay is calculated for the minor movements only (side-street approaches and major road left-turns) since thru traffic on the major road is not required to stop.

Table 1 summarizes the criterion for both signalized and unsignalized intersections, as defined by the Highway Capacity Manual (HCM) 6th Edition, last updated in 2016 by the Transportation Research Board.

Table 1. Intersection Level of Service Thresholds

Level of Service	Control Delay per Vehicle (sec/veh)	
	Signalized	Unsignalized/Roundabout
A	≤ 10	0-10
B	> 10-20	> 10-15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F	> 80	> 50

The baseline 2024 traffic operating conditions at the critical study intersections were evaluated based upon the traffic volumes presented in Appendix A. The analysis was completed using Synchro 11 traffic modeling software, which is based upon the methodologies outlined in the "Highway Capacity Manual" (HCM) published by the Transportation Research Board.

In addition to Synchro, VISSIM software was also used, which is a microsimulation tool that accurately replicates individual vehicles and their interactions within complex traffic streams, such as interchanges, freeways, and expressway corridors with signalized intersections. As such, I-70 (including the ramp terminals) from US 40/Blue Ridge Boulevard to Lee's Summit Road were included within the VISSIM model. The intersections along Noland Road from 42nd Terrace to 39th Street were also included in the VISSIM model.

It should be noted that VISSIM provides a higher accuracy for the measures of effectiveness than Synchro given that is a highly customizable microsimulation tool. As such, per MoDOT's request, the Synchro results are only shown for the study intersections not included within the VISSIM model as the VISSIM results have a higher confidence level.

Additionally, as agreed upon with the City of Independence and MoDOT, only the weekday AM and PM peak hours and the Saturday midday peak hour were modeled in VISSIM as it was determined that those time periods were the most critical for the study area. The reasoning was that if I-70 and its interchange with Noland Road could support the proposed Wally's traffic during these critical time periods then the remaining two peak hours, the Truman High School and Elementary peak dismissal hours, could also be supported since those time periods were typically less congested than the commuter peak hours.

The VISSIM traffic simulation model calibration process began with acquiring of the "Improve I-70" VISSIM model developed for MoDOT's overlapping study area covering I-70 from Manchester Bridge to I-470 (MoDOT's project J4I3195). This model was then adjusted to focus on the Noland Road interchange, the interchange the majority of the proposed Wally's traffic would utilize. Data collection was conducted to provide traffic volumes for the modified network and verify current signal timings.

With the network backbone established, the received model was reviewed and modified as necessary. Free-flow speed distributions provided accurately reflected speeds recorded by RITIS during free-flow conditions. Reduced speed areas were also reviewed or generated for turning movements and locations in the network where the roadway geometry physically limits speeds below the free-flow speed or posted speed limits. Next, traffic control measures were addressed. Locations where yielding or traffic control priority needed to be established (such as a right-turn-on-red) were coded with conflict areas or priority rules. Conflict areas are most commonly used unless further refinement of the gap times or yielding characteristics was necessary, in which case priority rules were deployed.

Traffic volumes were then represented in the VISSIM model as an origin-destination matrix estimated from turning movement counts for each of the peak hours considered. The matrix specifies the model's traffic patterns and the routes vehicles take to traverse the model network. Traffic entering the model network was coded using vehicle inputs. Vehicle inputs specify volumes and vehicle type compositions, which were grouped into passenger vehicles, and HGVs. The origin-destination matrix was routed statically with routes traversing the entire network for optimum accuracy rather than simply intersection by intersection.

Since VISSIM starts with zero vehicles in the network, a warm-up period is needed to initiate the model with traffic prior to capturing data. The warm-up period is known as the seeding period and its length and volume characteristics were adjusted as part of the calibration process. Given the scale of the network, a 60-minute seeding period was used to establish background traffic before recording results.

Given the inherent stochastic nature of simulation (imposed by random seeds), multiple simulation runs using different seed numbers were required for each scenario and the reported model results were averaged across runs. Ten simulation runs were completed, which is typically sufficient to obtain an appropriate level of confidence in the results.

PROPOSED DEVELOPMENT - WALLY'S INDEPENDENCE

As previously mentioned, the proposed Wally's Travel Center will be located in the City of Independence, Missouri. The development is planned to be located at the intersection of Canterbury Place and Lynn Court Drive, just northeast of the I-70 and Noland Road interchange. Positioned off Noland Road, the development will feature a 54k SF Wally's Travel Center with 84 fueling stations. The existing Northern Tool & Equipment Store on the site will be demolished to make way for the new facility. Primary access to the site will be from Noland Road, directly across from Lynn Court Drive, with secondary access available via Canterbury Place, which connects to E 39th Street.

TRIP GENERATION

In forecasting the proposed use's impacts upon traffic conditions, it was necessary to identify the site's trip generation potential, as any impacts to the surrounding road system would be tied to the net increase in trip generation.

Initially, the Trip Generation Manual, 11th Edition, published by the Institute of Transportation Engineers (ITE), was consulted as a reference to forecast the trip generation of the proposed Wally's. LUC 945: Convenience Store/Gas Station would be the most applicable land use for Wally's. However, the size of Wally's, in terms of square footage and vehicle fueling positions (VFP), is well beyond the data range provided for within the ITE data and the intended use of the proposed Wally's does not match the description for the land uses provided in the Trip Generation Manual. Therefore, as agreed upon with MoDOT and the City of Independence, Wally's-specific data from their existing Fenton, Missouri site was used to calculate the trip generation. The Fenton store was selected since it is located within a suburban community (Fenton) within a larger metropolitan area (St. Louis), similar to the proposed site in Independence relative to the Kansas City area.

Trip generation rates for the Wally's Fenton site were calculated based upon the number of vehicle fueling positions (72 VFP). To aid in this analysis, traffic counts during the study peak periods were collected at the existing Fenton site. The trip generation rates for the Fenton Wally's site were determined by comparing the existing hourly traffic volumes at the Fenton Wally's Site to the number of VFP. **Table 16** shows the trip generation rates with respect to the number of vehicle fueling positions. These rates were used to determine the trip generation potential for the proposed Wally's in Independence.

Table 16. Proposed Wally's Trip Generation Rates

Time Period	Trips per Vehicle Fueling Position		
	In	Out	Total
AM Peak Hour	4.00	3.86	7.86
Truman HS Dismissal Hour	4.03	4.42	8.44
Elementary Dismissal Hour	3.32	3.61	6.93
PM Peak Hour	3.58	3.94	7.53
Saturday Middy Peak Hour	3.69	3.75	7.44

It should be emphasized that not all the trips generated by the proposed development would be new to the transportation network. Rather, a portion of the trips could be attracted to the proposed Wally's as part of an existing trip to another destination. Given the intended nature of Wally's, most of the site's traffic is expected to be existing trips on I-70 that are *diverted* from their route to stop for gas and/or to purchase something from the convenience market on their way to their original destination. For example, a motorist going by on I-70 would exit the interstate to travel to and from the Wally's for services. The trips would not be new to the interstate but would be new trips traveling through the Noland Road interchange.

Studies conducted on the behalf of Buc-ee's (a similar concept land use) concluded that data from eight similar sites within Texas indicate that more than 90% of customers live outside a site's zip code. This data, combined with the proposed Wally's close proximity to I-70, suggests that nearly all site-generated trips for this use can be expected to act as diverted link trips to/from the nearby interstate. Therefore, it was estimated that approximately 90% of the new trips are likely to fall into the above-defined category of diverted trips whereas 10% of the new trips will come from the adjacent road network other than I-70.

The trip generation estimates for the proposed Wally's are shown in **Table 17**. As shown, the proposed Wally's is expected to generate a total of 660, 709, 582, 632, and 625 total trips during the weekday AM, Truman dismissal, Elementary dismissal, PM, and Saturday midday peak hours, respectively.

Table 17. Wally's Independence Trip Generation Estimates

	AM Peak Hour			Truman Peak Hour			Elementary Peak Hour			PM Peak Hour			Sat MD Peak Hour		
	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
Total Site Generated Trips	336	324	660	338	371	709	279	303	582	301	331	632	310	315	625
Diverted Trips	297	297	594	319	319	638	262	262	524	285	285	570	282	282	564
New Trips	39	27	66	19	52	71	17	41	58	16	46	62	28	33	61

DIRECTIONAL DISTRIBUTION

The forecasted trips were assigned into and out of the site based upon the anticipated directional distribution, which was estimated from the existing traffic patterns and anticipated service area. The majority of the site's traffic is expected to be existing trips on I-70 that are diverted from their route to stop for gas and/or to purchase something from the convenience market on their way to their original destination.

This means that vehicles would exit the I-70 ramps onto Noland Road, arrive at the Wally's, then re-enter I-70 to continue along their original route. These trips would be proportional to the existing traffic flows on I-70. It was estimated that all trips from I-70 fall into the above-defined category. The remainder of diverted trips were estimated based on traffic counts on Noland Road at the I-70 interchange.

It was determined that the directional distribution for the new trips would also be proportional to existing traffic flows at major intersections to the north and south of the proposed site. The intersection of 42nd Terrace and Noland Road and the intersection of 39th Street and Noland Road were the intersections used to estimate the travel patterns of the Wally's "new" trips.

Given the convenience nature of the fuel center, which aims to predominantly cater to vehicles traveling along I-70, there is a need to differentiate the directional distribution of the Wally's trips based upon the peak hour considered since the traffic patterns differ significantly based upon the peak hour. The directional distribution estimates for the site-generated traffic are presented in **Table 18** through **Table 22** and illustrated in **Figure 7** through **Figure 11**.

Table 18. Directional Distribution Percentages Applied to Proposed Wally's - Weekday AM

To/From	New Trip Distribution	Diverted Trip Distribution
I-70 to and from the east	0%	32%
I-70 to and from the west	0%	55%
Noland Road to and from the north	42%	7%
Noland Road to and from the south	32%	6%
39 th Street to and from east	13%	0%
39 th Street to and from west	7%	0%
42 nd Terrace to and from east	3%	0%
42 nd Terrace to and from west	3%	0%

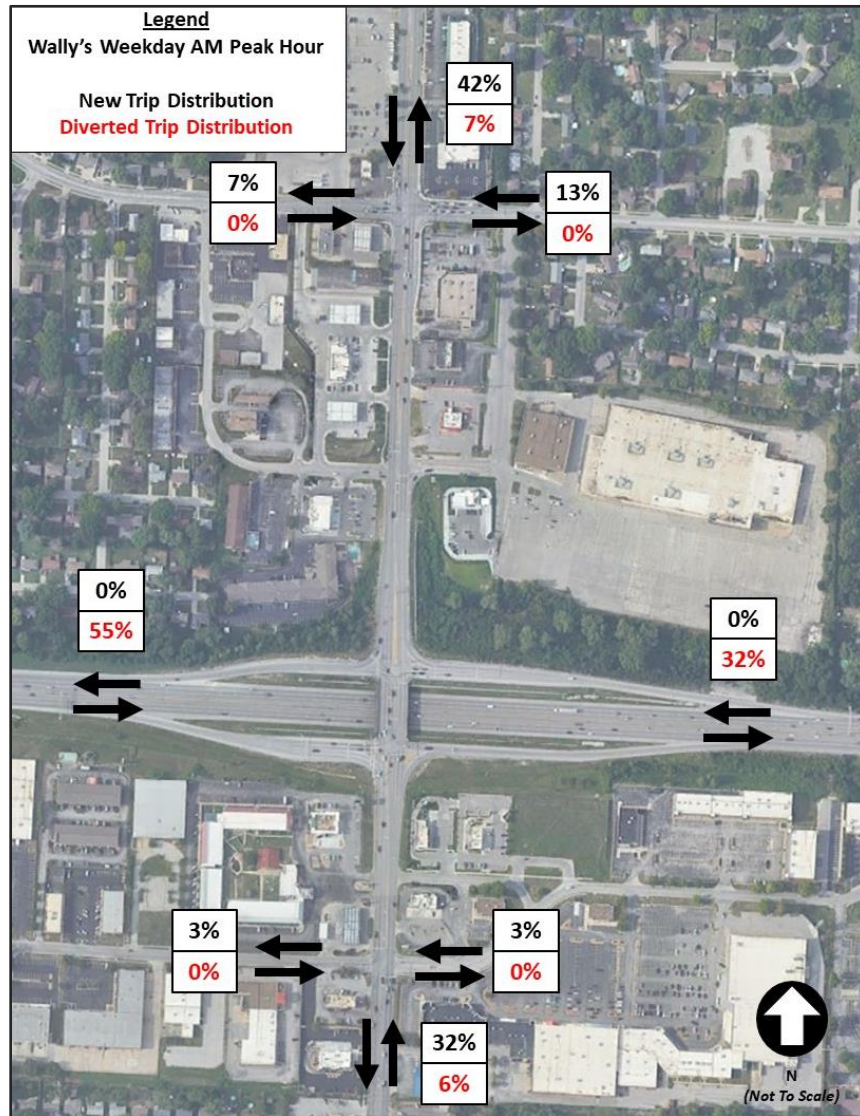


Figure 7. Directional Distribution Percentages Applied to Proposed Wally's - Weekday AM

Table 19. Directional Distribution Percentages Applied to Proposed Wally's – Truman Dismissal

To/From	New Trip Distribution	Diverted Trip Distribution
I-70 to and from the east	0%	37%
I-70 to and from the west	0%	45%
Noland Road to and from the north	40%	9%
Noland Road to and from the south	39%	9%
39 th Street to and from east	6%	0%
39 th Street to and from west	5%	0%
42 nd Terrace to and from east	6%	0%
42 nd Terrace to and from west	4%	0%

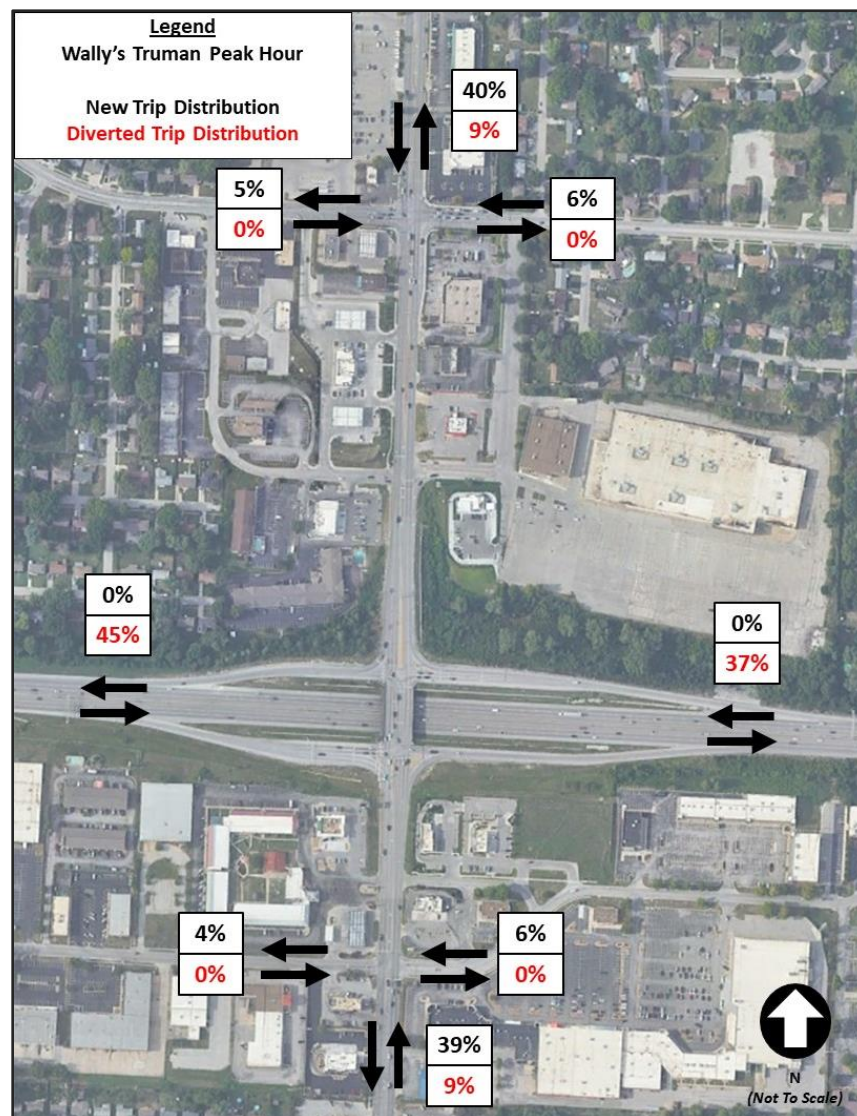


Figure 8. Directional Distribution Percentages Applied to Proposed Wally's – Truman Dismissal

Table 20. Directional Distribution Percentages Applied to Proposed Wally's – Elementary Dismissal

To/From	New Trip Distribution	Diverted Trip Distribution
I-70 to and from the east	0%	37%
I-70 to and from the west	0%	43%
Noland Road to and from the north	38%	10%
Noland Road to and from the south	39%	10%
39 th Street to and from east	6%	0%
39 th Street to and from west	3%	0%
42 nd Terrace to and from east	7%	0%
42 nd Terrace to and from west	7%	0%

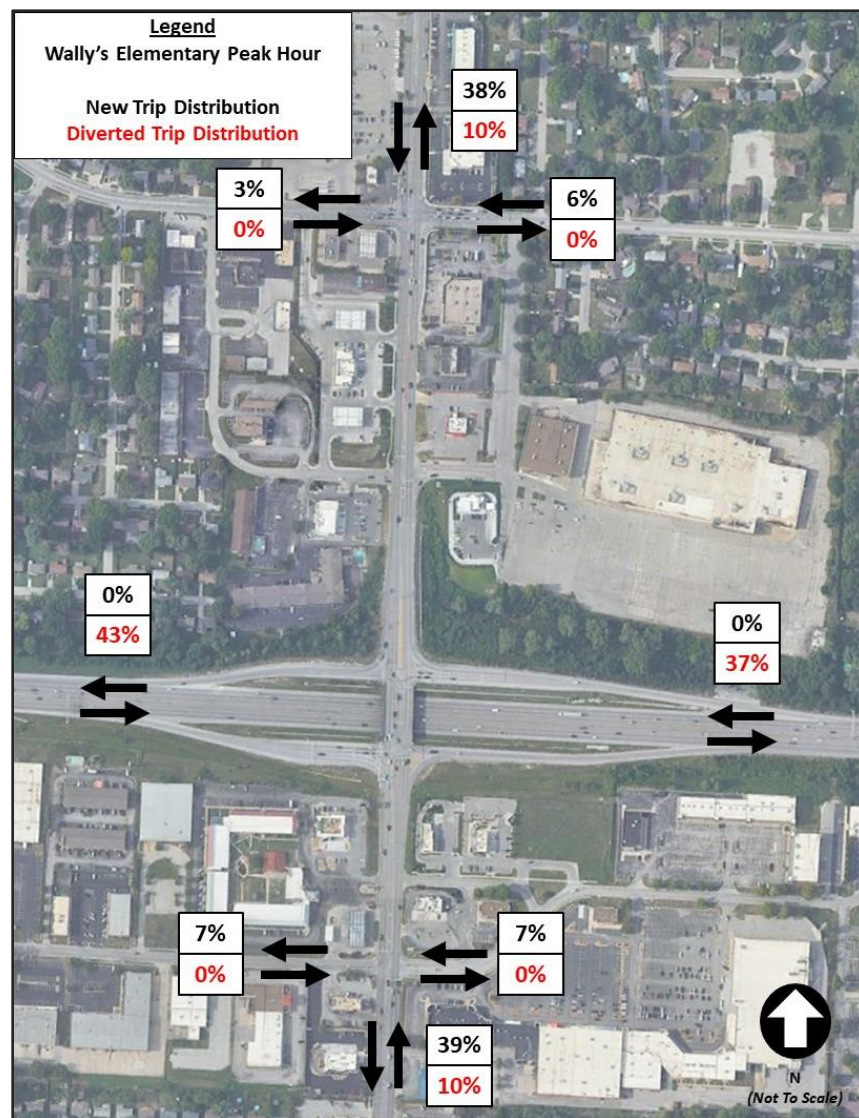


Figure 9. Directional Distribution Percentages Applied to Proposed Wally's – Elementary Dismissal

Table 21. Directional Distribution Percentages Applied to Proposed Wally's – Weekday PM

To/From	New Trip Distribution	Diverted Trip Distribution
I-70 to and from the east	0%	35%
I-70 to and from the west	0%	47%
Noland Road to and from the north	40%	9%
Noland Road to and from the south	38%	9%
39 th Street to and from east	6%	0%
39 th Street to and from west	4%	0%
42 nd Terrace to and from east	7%	0%
42 nd Terrace to and from west	5%	0%

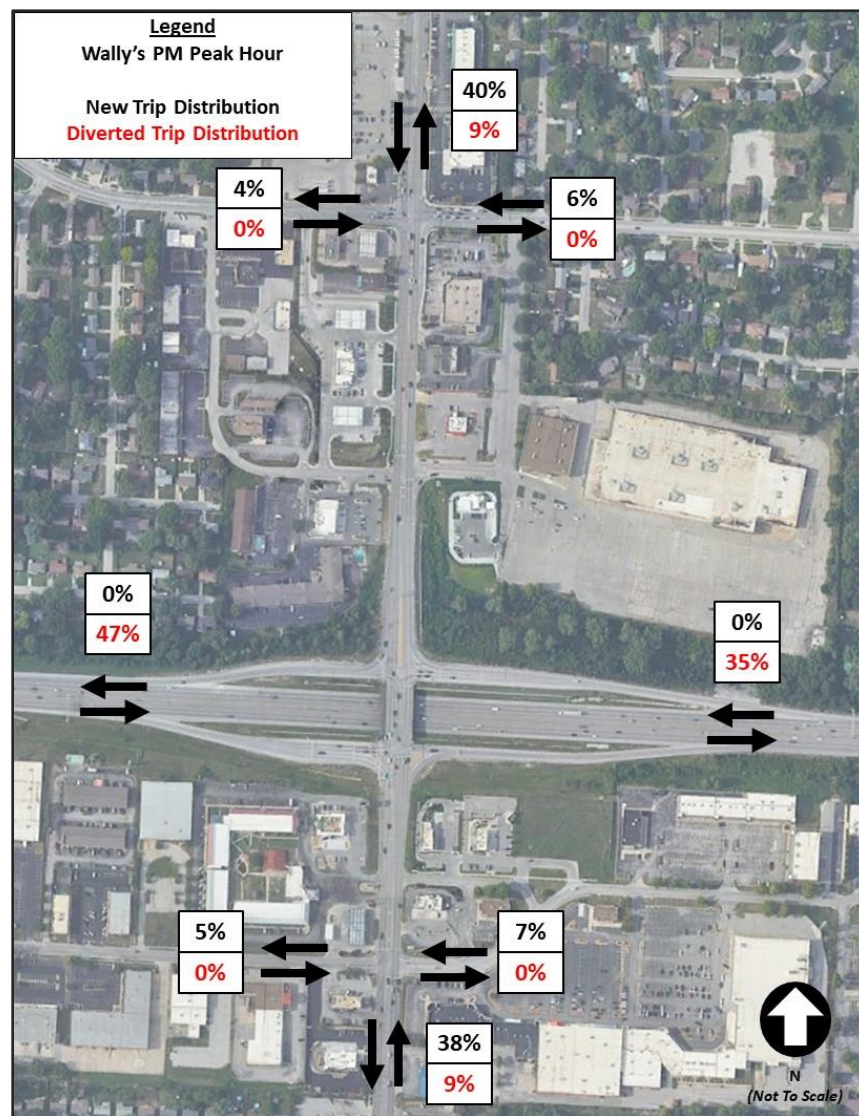
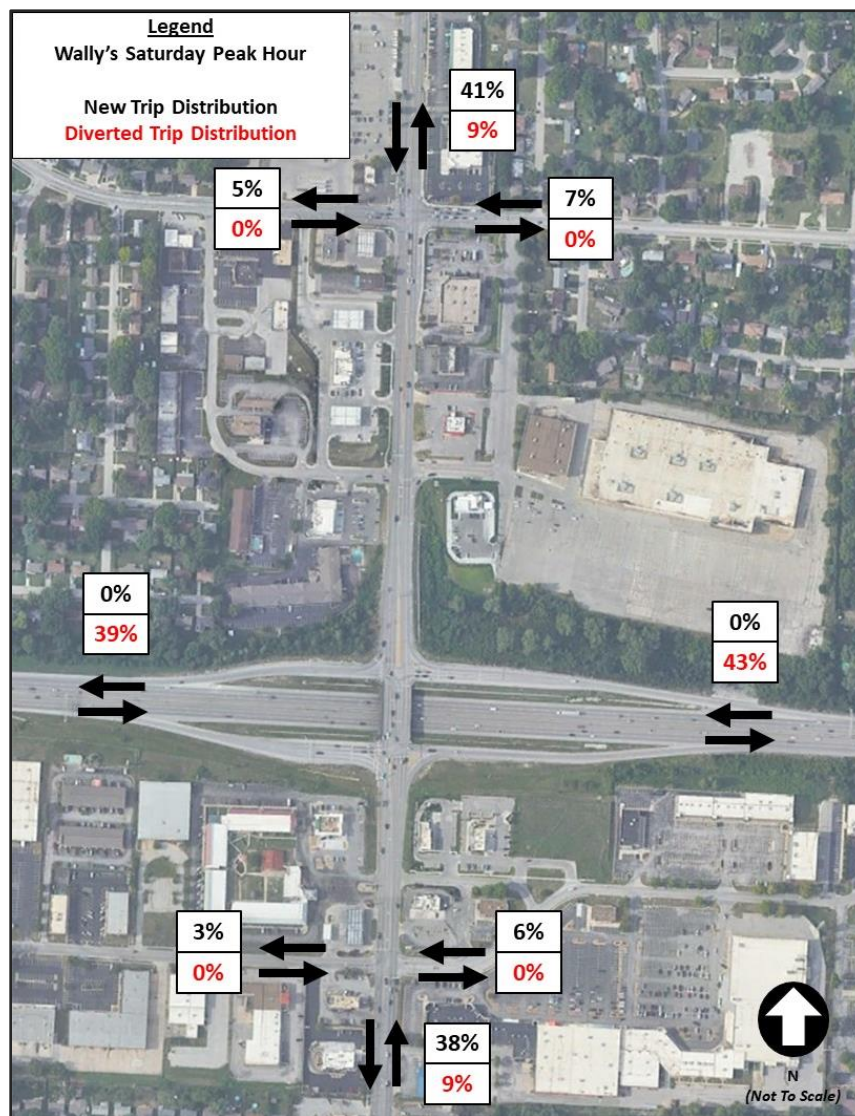
**Figure 10. Directional Distribution Percentages Applied to Proposed Wally's - Weekday PM**

Table 22. Directional Distribution Percentages Applied to Proposed Wally's – Saturday MIDDAY

To/From	New Trip Distribution	Diverted Trip Distribution
I-70 to and from the east	0%	43%
I-70 to and from the west	0%	39%
Noland Road to and from the north	41%	9%
Noland Road to and from the south	38%	9%
39 th Street to and from east	7%	0%
39 th Street to and from west	5%	0%
42 nd Terrace to and from east	6%	0%
42 nd Terrace to and from west	3%	0%

**Figure 11. Directional Distribution Percentages Applied to Proposed Wally's – Saturday MD Peak Hour**

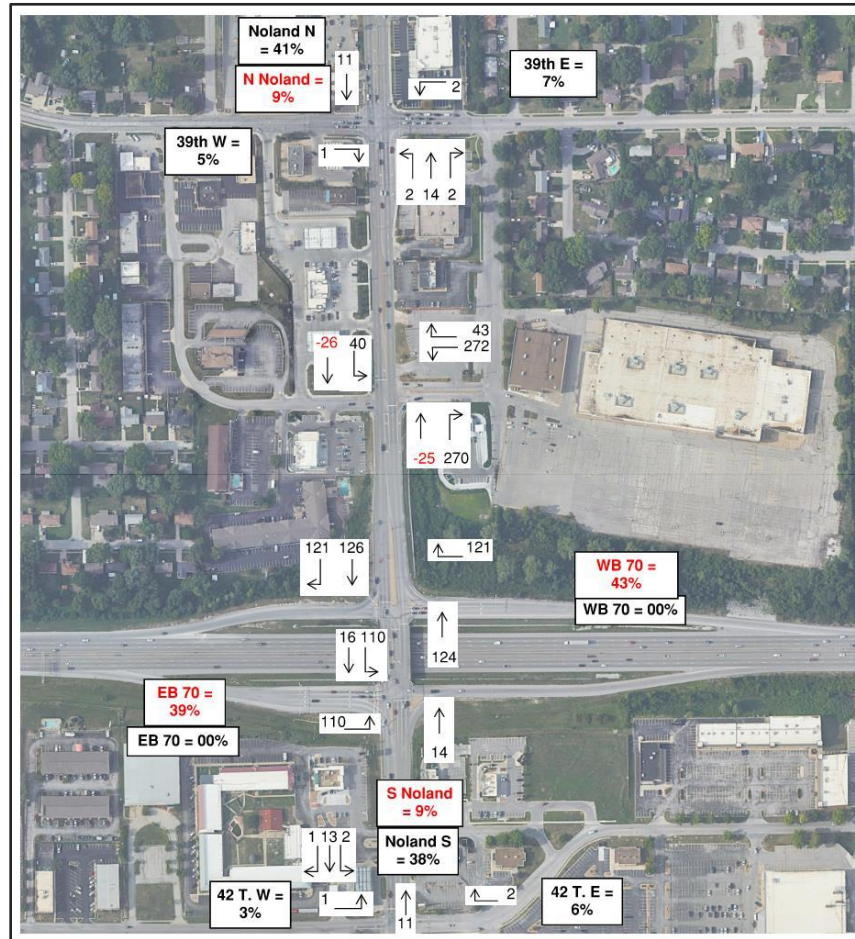


Figure 16. Wally's Site Generated Traffic – Saturday MD Peak Hour

SITE ACCESS AND INTERNAL CIRCULATION

The site access and internal circulation for the proposed development of the Wally's Travel Center was evaluated based on the provided site plan shown in **Figure 17**. The Wally's development will provide a retail space (54.0 KSF) and 84 fueling positions. The proposed site plan proposes access to Wally's primarily via S Noland Road, opposite Lynn Court Drive. Secondary access would be provided via Canterbury Place, which provides access to E 39th Street. No new access drives are proposed as part of this development.

It is recommended that the intersection of Noland Road and Lynn Court Drive be realigned to improve the existing offset. One left-turn lane and one shared through/right-turn lane is recommended for the eastbound approach. A median along the eastbound approach may be necessary to better align the eastbound and westbound approaches. Two left-turn lanes, one through lane, and one right-turn lane are recommended for the westbound approach. Care should be taken in design to ensure that the eastbound and westbound approaches signal operations can run concurrently rather than split phased, as is the case today. To do so, there should be adequate room for the left-turning movements to run concurrently. The northbound approach should be comprised of a left-turn lane, two through lanes, and

a right-turn lane. The southbound approach should be comprised of a left-turn lane, one through lane, and a shared through/right-turn lane. It is recommended that the striping for the southbound left-turn lane be extended to provide additional storage length; however, no changes to the existing median are recommended.

The internal site access drive of Lynn Court Drive and Canterbury Place should be placed under side-street stop-control where eastbound and westbound traffic along Lynn Court Drive travels freely and northbound and southbound traffic along Canterbury Place is required to stop. One shared left-turn/through lane and one shared through/right-turn lane are recommended for the eastbound and westbound approaches. Per the analysis, a single-lane approach would be adequate along for northbound and southbound traffic. However, additional turn lanes can be provided on the northbound or southbound approaches, if desired.

Consideration was given towards alternative intersection configurations at Lynn Court Drive and Canterbury Place. However, alternatives, such as a roundabout, would not operate as efficiently as the recommended configuration given the close proximity to the signalized intersection at Noland Road and the potential for queues to spill between the roundabout and the signalized intersection. Therefore, a roundabout is not recommended at Lynn Court Drive and Canterbury Place.

It is recommended that the existing unsignalized intersection of 39th Street and Canterbury Place be reconfigured to provide $\frac{3}{4}$ access by restricting the northbound left-turns via installation of a channelized island in the northbound approach. As shown in the Existing and No-Build conditions, the northbound approach would be expected to experience failing operating conditions even without the additional traffic from Wally's. As such, it is recommended that this secondary access drive restrict northbound left-turns to improve operations and safety. Similar to the intersection of Lynn Court Drive and Canterbury Place, alternative intersections, such as a roundabout, were considered. However, given the close proximity to the signalized intersection with Noland Road and the potential for queues to spill back from the signalized intersection, a roundabout is not recommended at 39th Street and Canterbury Place.

The proposed development was evaluated in accordance with Article 14-403 (Gasoline and Fuel Sales) within the Code of Ordinances for the City of Independence, Missouri. Requirements applicable to the proposed development of the Wally's development with respect to this traffic study are summarized below:

- Per Section 14-403-04, all driveways must be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets. As shown, the proposed Wally's site will have both access points located directly off of Canterbury Place, providing space between the major roadways of Noland Road and E 39th Street. Additionally, as part of the Wally's development, the existing offset intersection of Noland Road and Lynn Court Drive would be realigned, and along with the recommended signal timing improvements and additional turn lanes, would ensure that the safety and efficiency of traffic circulation continues to operate acceptably.

- Per Section 14-403-08, the property containing a gasoline and fuel sales facility shall not be located within 750 ft of a property containing the following uses: Used car lot, Car wash, Motor vehicle repair (limited and general), Motor vehicle rental agency, Vehicle storage/tow lot, Tow lot, (limited), Heavy vehicle dealership, Gasoline and fuel sales. The property line of the proposed site does fall within the 750 ft requirement of a nearby gasoline and fuel sale business (QuikTrip gas station located at 4024 S Noland Road). However, as part of the Wally's site plan submittal, an amendment to the City's Unified Development Ordinance (UDO) was proposed that would remove this requirement for properties within 750 feet of an interstate. If the amendment is approved by the City, then the distance relative to the QuikTrip would no longer be relevant.

CONCLUSIONS

The preceding traffic impact study was completed per the requirements set forth by MoDOT and the City of Independence as a means of evaluating the potential traffic impacts associated with the proposed Wally's development near the interchange of I-70 with Noland Road. The intent of this study was to identify the traffic generation associated with the proposed development, analyze the associated traffic impacts, and determine the need for mitigation measures, as necessary.

The following conclusions were reached:

EXISTING AND NO-BUILD CONDITIONS

2024 EXISTING CONDITIONS

- The study intersections generally operate favorably in the 2024 Existing conditions. Some side-street approaches at unsignalized intersections along Noland Road experience long delays as they wait for gaps in traffic to complete their turning movement, but that is not uncommon during peak periods in suburban areas. Additionally, the southbound and northbound queues at the I-70 and Noland Road interchange extend past the adjacent ramp terminals, which is not uncommon with a tight diamond configuration. The southbound queue length on Noland Road from the I-70 ramp terminals does not extend past Lynn Court Drive, and the northbound queue does not extend past 42nd Terrace, indicating that the interchange does operate acceptably.
- Overall, the existing conditions indicate that there is adequate capacity at the study intersections.
- Under existing conditions, the study area has experienced 1,082 crashes between 2019 and 2023. The most common crash classification was Rear End accounting for 42% of all crashes. Other common types include Passing and Out of Control which were largely focused near the I-70 acceleration and deceleration lanes for ramp entrances and exits.
- The following recommendations were offered for consideration as a means of improving existing conditions along the Noland Road corridor:
 - Extending the existing acceleration lanes along I-70 at the Noland Road interchange,
 - Correcting the existing offset at the signalized intersection of Noland Road and Lynn Court Drive, and
 - Closing the existing southern Hardee's access drive along Noland Road due to its proximity to the signalized intersection with Lynn Court Drive.

2026 NO-BUILD CONDITIONS

- The year 2026 was used as the project's construction year for purposes of evaluating traffic operations conditions associated with the proposed development. No modifications were made to the existing lane configurations.
- An annual background growth rate of 0.35% for the overall study area and I-70 Corridor was used to forecast future traffic volumes (as agreed to by MoDOT and the City of Independence).

- Upon evaluation, in 2026 the overall study area would experience slightly worsened delays and queue lengths as compared to the 2024 Existing operations, but the network would still be expected to operate acceptably overall.
- Safety analysis models show the predicted number of crashes should be 135.5 annual crashes under 2026 No-Build conditions in the study area. The predicted analysis yielded a lower annual crash rate than the existing rate, thereby indicating the existing roadway network within the study area experiences more crashes as compared to other roadways of similar volume and characteristics.

2046 NO-BUILD CONDITIONS

- The year 2046 was used as the project's horizon design year for purposes of evaluating traffic operations conditions into the future at a planning-level. No modifications were made to the existing lane configurations.
- Upon evaluation, in 2046 the overall study area would experience worsened delays and queue lengths when compared to the 2024 Existing conditions and 2026 No-Build conditions. However, it is anticipated that operations overall within the network would still operate acceptably.
- Safety analysis models show the predicted number of crashes should be 150.5 annual crashes under 2046 No-Build conditions in the study area. This represents an increase of 15 crashes per year as compared to 2026 No-Build conditions, which is attributable to the increased number of vehicles in the roadway network.

PROPOSED DEVELOPMENT

- It is anticipated that the proposed Wally's would provide 84 fueling stations. The proposed Wally's is expected to generate the following trips during each of the critical time periods included in this study:
 - 660 total trips during the weekday AM peak hour
 - 709 total trips during the Truman High School Dismissal peak hour
 - 582 total trips during the Elementary School Dismissal peak hour
 - 632 total trips during the weekday PM peak hour, and
 - 625 total trips during the Saturday Midday peak hour
- Access to the site would be provided primarily via S Noland Road, opposite Lynn Court Drive. Secondary access would be provided via Canterbury Place, which provides access to E 39th Street.

RECOMMENDED IMPROVEMENTS

In conjunction with the proposed Wally's Travel Center, several roadway improvements are recommended. While some improvements would be necessary as a result of the traffic generated by the proposed Wally's, several improvements such as extending the existing acceleration lanes along I-70 at the Noland Road interchange and/or aligning the existing offset intersection of Noland Road with Lynn

Court Drive would be recommended regardless of the proposed development as a means of improving conditions (from both a traffic operations and safety perspective) along S Noland Road and/or I-70. Ultimately, it is recommended that the following roadway improvements be made prior to the opening of the Wally's Travel Center:

- I-70 EB Ramps:
 - Provide 250 ft of taper plus at least 615 ft of full width parallel deceleration lane along I-70 that would tie into the existing off ramp.
 - Extend the eastbound acceleration lane by a minimum of 145 ft.
- I-70 WB Ramps:
 - Provide 250 ft of taper plus at least 615 ft of full width parallel deceleration lane along I-70 that would tie into the existing off ramp.
 - Maximize the acceleration lane for the existing westbound on ramp to provide approximately 900 ft, inclusive of taper. Note that the proposed taper would end right before the guardrail for the existing railroad overpass. It should be noted that this length would still not meet AASHTO guidelines given the proximity of the railroad overpass. However, this extension would still represent an improvement as compared to existing conditions.
- Noland Road & I-70 EB Ramp Terminal:
 - Extend the existing four-lane section of the eastbound approach to a total of 400 ft measured from the stop-bar.
- Noland Road & I-70 WB Ramp Terminal:
 - Provide an additional westbound right-turn lane to ultimately provide two left turn lanes and two right turn lanes. The dual right-turn lanes should be signalized, allowing right-turns on red after stop. The right-turn lanes should feed into the two existing northbound through lanes.
- Noland Road & Lynn Court Drive:
 - Reconstruct the intersection to correct the existing offset and to allow for the eastbound and westbound approaches to run concurrently. The following lane configurations are recommended:
 - Eastbound Approach:
 - Provide a dedicated left-turn lane and a shared thru/right turn lane.
 - Westbound Approach:
 - Provide dual left-turn lanes, one through lane, and one right-turn lane.
 - Northbound Approach:
 - Provide one left-turn lane, two thru lanes, and one channelized right-turn lane.
 - Southbound Approach:
 - Provide one left-turn lane, one thru lane, and one shared through/right-turn lane.
 - Extend the striping for the southbound left-turn lane to increase the storage length, but do not modify the existing median.

- Provide new traffic signal structures, appurtenances, and pedestrian signalization (with the exception of the SE quadrant).
- Provide three southbound lanes immediately south of Lynn Court Drive and extending to the I-70 EB ramp terminal.
- Close the southernmost Hardee's access drive just north of this intersection to reduce conflicts within the signalized intersection.
- **Lynn Court Drive & Canterbury Place:**
 - Provide a stop-controlled intersection where northbound and southbound traffic is required to stop and eastbound and westbound traffic travels freely.
 - The following lane configurations are recommended:
 - **Eastbound Approach:**
 - Provide one shared thru/left turn lane and one shared thru/right turn lane.
 - **Westbound Approach:**
 - Provide one shared thru/left turn lane and one shared thru/right turn lane.
 - **Northbound Approach:**
 - Provide a single-lane approach. Although should a left-turn lane be desired it would only be expected to improve operations.
 - **Southbound Approach:**
 - Provide a single-lane approach. Although should a left-turn lane be desired it would only be expected to improve operations.
- **39th Street & Canterbury Place:**
 - Restrict the unsignalized intersection to ¾ access (northbound left turn not permitted) via the construction of a channelized island on the northbound approach.
 - However, should the City of Independence desire, full access at this intersection could remain.
- **Noland Road & 42nd Street:**
 - Consideration should be given towards restricting left-turns for the eastbound and westbound approaches to improve the efficiency of this unsignalized intersection. The existing left-turning vehicles can divert to the signalized intersection of 42nd Terrace.
- **Signal Timing Improvements:**
 - Signal timing improvements along the Noland Road corridor are recommended prior to the Wally's Travel Center being in place. It is anticipated that all cycle lengths, with the exception of the Saturday midday, would remain the same. It is recommended that the Saturday midday cycle length be adjusted from 100 seconds to 110 seconds. A full signal timing progression analysis and implementation along the Noland Road corridor is recommended. It should be noted that coordination between Operation Green Light (OGL) will be necessary prior to the implementation of the new signal timings.

2026 AND 2046 FORECASTED CONDITIONS

The results and conclusions for the following scenarios assume the full build of the proposed Wally's Travel Center is in place in addition to the recommended improvements previously stated.

2026 FORECASTED CONDITIONS

- The year 2026 was used as the construction year for evaluating near-future traffic conditions.
- The Noland Road corridor (35th Street to 42nd Terrace) is expected to operate at an overall LOS D or better at signalized intersections, while most unsignalized intersections function adequately. Side-street approaches would continue to operate with long delays similar to the 2026 No-Build conditions.
- The I-70 and Noland Road interchange would be expected to operate acceptably with the Wally's Travel Center in place. The additional westbound right-turn lane at the westbound ramps adds capacity to the interchange, improving the operations. The southbound queue length at the eastbound ramps would be expected to extend past the westbound ramp terminal. However, the average queue length would not be expected to extend past Lynn Court Drive.
- The realigned intersection of Noland Road and Lynn Court Drive would be expected to operate at an overall LOS B during all peak hours. The average westbound queue length would be well contained within the existing laneage. However, during peak periods, the max westbound queue would extend past Canterbury Place periodically.
- The internal intersection of Lynn Court Drive and Canterbury Place would be expected to operate well with minimal queues.
- Under the 2026 No-Build conditions, the northbound approach at Canterbury Place and E 39th Street during the Elementary School Dismissal periods would be expected to operate at a LOS E, but with the recommended northbound left-turn restriction in place, the approach would improve to a LOS B in the 2026 Forecasted conditions.
- Overall, it was concluded that with the recommended improvements in place, the roadway network in the year 2026 will operate acceptably and have adequate capacity with the proposed Wally's in place.
- Safety analysis models show the 2026 Forecasted conditions should result in 138.3 crashes per year in the study area. This is a *minimal* net increase of 2.8 crashes per year as compared to the 2026 No-Build conditions. The minimal increase in crashes is simply due to the increased number of vehicles entering Noland Road to access Wally's that otherwise would not be present under No-Build conditions. Freeway crashes are slightly *reduced* under 2026 Forecasted conditions due to the increased acceleration and deceleration lengths and the lower volumes under the Noland Road interchange (traffic diverted to the proposed Wally's).

2046 FORECASTED CONDITIONS

- The 2046 Forecasted conditions are similar to the 2026 Forecasted conditions with generally acceptable operating conditions throughout the study area.
- The Noland Road corridor (35th Street to 42nd Terrace) is expected to continue to operate at an overall LOS D or better at signalized intersections, while most unsignalized intersections function adequately.
- The I-70 and Noland Road interchange would be expected to operate acceptably with the Wally's Travel Center in place with an overall LOS C or better for both ramp terminals.
 - The maximum queue lengths for the northbound and southbound approaches would be expected to extend past the adjacent ramp terminals to Lynn Court Drive and 42nd Street. However, the average queue length would not extend past these intersections.
- The intersection of Noland Road and Lynn Court Drive would be expected to continue to operate at an overall LOS B during all peak periods. The average queues would not be expected to extend past nearby intersections and the v/c ratios indicate that there is surplus capacity at this intersection despite the addition of Wally's. However, it should be noted that during peak periods, the max westbound queue would extend past Canterbury Place periodically.
- The internal intersection of Lynn Court Drive and Canterbury Place would also be expected to operate well with a LOS C or better for each approach.
- Under the 2046 No-Build conditions, the northbound approach at Canterbury Place & E 39th Street during the Elementary School Dismissal periods would be expected to operate at a LOS F, but with the recommended northbound left-turn restriction in place, the approach would operate at a LOS B through the year 2046.
- Compared to the 2046 No-Build scenario, the overall roadway network would operate acceptably, and with signal timing modifications and lane configuration changes, some of the roadway network would experience shorter delays and queues.
- Safety models predict an annual crash rate of 151.8 crashes per year under 2046 Forecasted conditions. This is a *minimal* net increase of 1.8 crashes per year over the 2046 No-Build. Similar to the 2026 Forecasted conditions comparison, the increase in total crashes is due to the increased number of vehicles attracted to Noland Road due to Wally's that otherwise would not be present on the roadway. The net increase in crashes is minimal at less than 1% per year as compared to No-Build conditions.

Overall, it was concluded that with the recommended improvements in place, the roadway network can accommodate the proposed Wally's through the year 2046.



Preliminary Stormwater Analysis

Wally's
4023 S. Noland Road
Independence, MO 64055

Date: 06/24/2025
Cole Project Number: 24-0011



1520 S. FIFTH STREET, SUITE 307
ST. CHARLES, MO 63303
T: 636-978-7508

Cole & Associates, Inc. is a Missouri Corporation d.b.a. Cole Design Group, Inc. in Arizona, herein referred to as "Cole"

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- **EXECUTIVE SUMMARY**
 - A. Detention
 - B. Water Quality

- **APPENDICES**
 - A. Preliminary Detention Basin Drainage Area Map
 - B. Hydrograph Reports
 - 2 Year
 - 10 Year
 - 100 Year

EXECUTIVE SUMMARY

The proposed Wallys site has a total acreage of 18.94 consisting of a 53,960 square foot convenience store, 42 fuel dispenser islands, and 306 parking spaces. The site has a proposed imperviousness of approximately 58%. This is a decrease from existing conditions which has an imperviousness of approximately 85%.

It has been determined that approximately 14.5 acres of the total site can be collected for detention. Of which, approximately 11 acres can be collected for water quality treatment. The stormwater management information below is preliminary and subject to change. A full stormwater management report will be provided as part of the final design for this project.

Detention

Above ground detention will be provided to meet the maximum release rates adopted by the City of Independence from the 2011 APWA Section 5600 for Storm Drainage Systems & Facilities Requirements. Per said manual, the SCS method was used to determine the post-development runoff for the proposed 14.5-acre drainage area. Please refer to Appendix A for the proposed detention basin drainage area and Appendix B for the 2-, 10-, and 100-year hydrograph reports.

Per the below calculations, it is estimated that Wally's will be allowed a 100-year release rate of 43.5 CFS. This will require approximately 295,300 cubic feet of storage which can be provided within the 2.75 acres of allotted detention area.

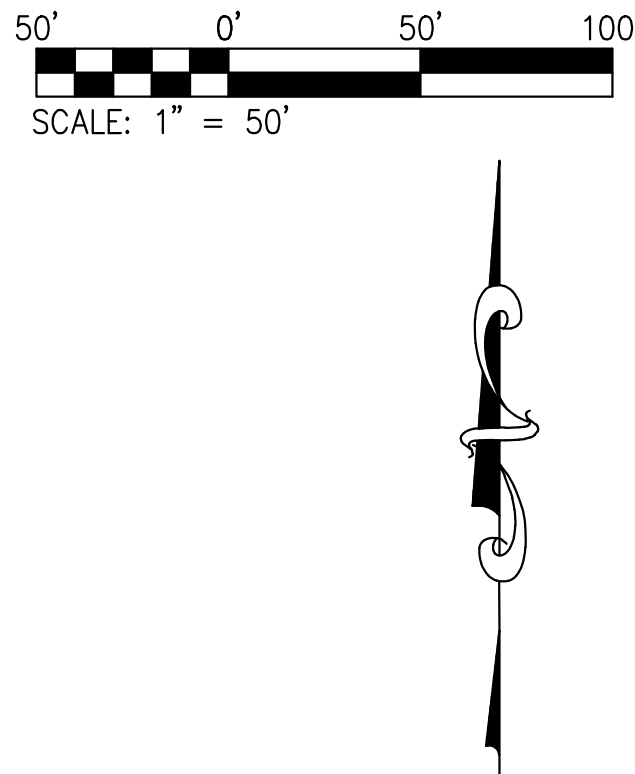
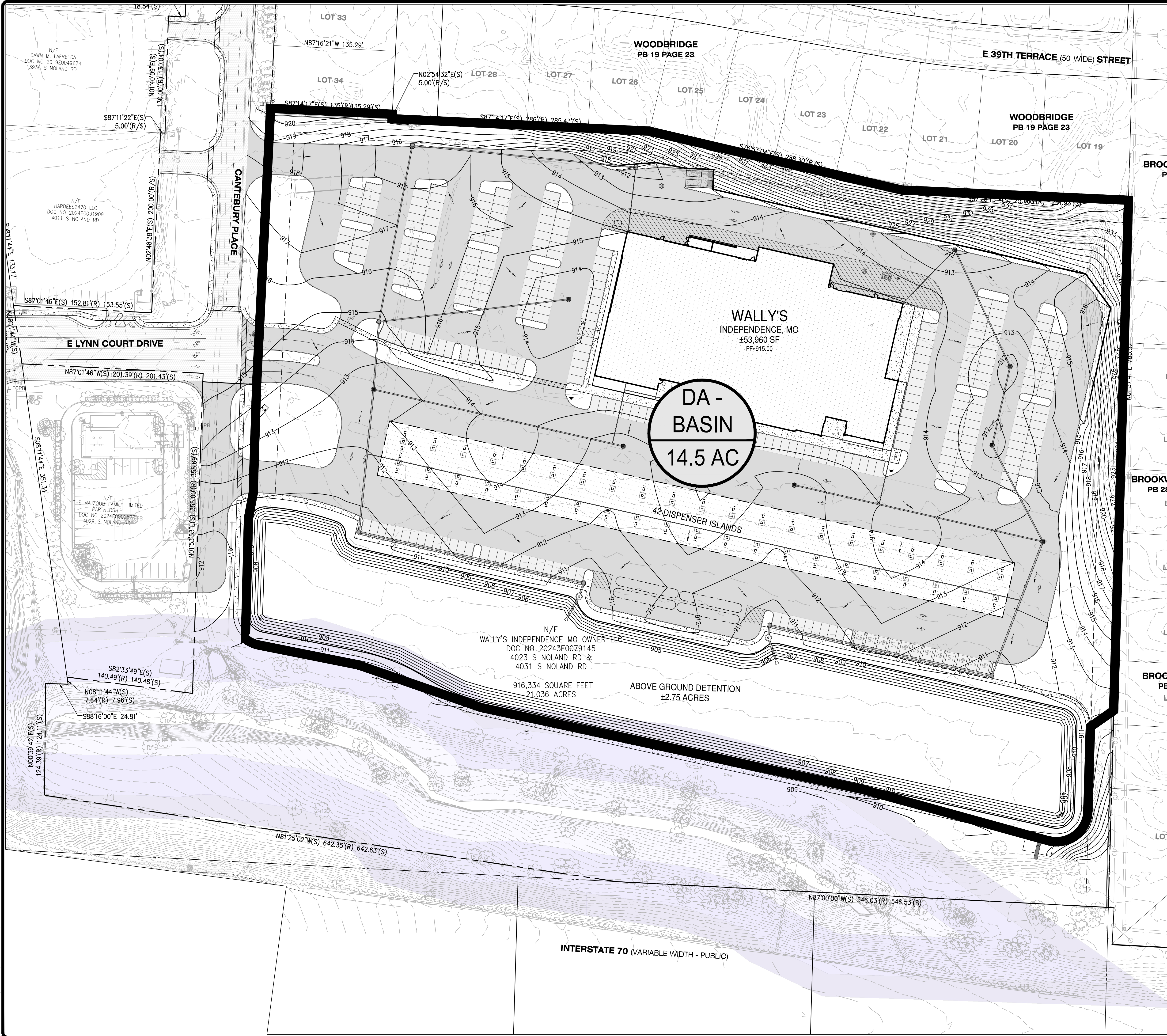
- 50% (2yr) storm peak rate $\leq$ 0.5 CFS per site acre
 - o 0.5 CFS x 14.5 acres = 7.25 CFS
- 10% (10yr) storm peak rate $\leq$ 2.0 CFS per site acre
 - o 2.0 CFS x 14.5 acres = 29.0 CFS
- 1% (100yr) storm peak rate $\leq$ 3.0 CFS per site acre
 - o 3.0 CFS x 14.5 acres = 43.5 CFS

Water Quality

The City of Independence has adopted the APWA MARC Manual for Stormwater Quality. The MARC Manual uses the "level of service" method for determining the amount of treatment required. Given the existing site conditions being mostly impervious area, the "level of service" method does not apply. However, water quality treatment will be provided in the form of hydrodynamic separators to address oil & grease, suspended solids, trash etc. prior to discharging in the proposed detention basin. Treatment capacity calculations and product specifications will be provided within the full stormwater management report as part of the final design for this project.

APPENDIX A
Preliminary Detention Basin Drainage Area Map

USER: Lindsey Diekmeyer TAB: Exhibit
DATE: June 18, 2025 - 4:16:53 PM
DRAWING: S:\JOBS\Job2024\24-0011\CADD\Civil\Plan\GRADE-UTL_24-001.dwg



DEVELOPER/OWNER: WALLY'S INDEPENDENCE, MO OWNER LLC 950 ASSEMBLY PARKWAY FENTON, MO 63026 PHONE # (312) 730-0866		THE PROFESSIONAL, WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON, HAS REVIEWED THIS DRAWING FOR CONFORMANCE WITH THE MINIMUM REQUIREMENTS OF THE MISSOURI BOARD OF SURVEYING, ENGINEERING, AND LAND SURVEYING. THIS REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DRAWING AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE PROFESSIONAL IS NOT RESPONSIBLE FOR THE CONSEQUENCES OF ANY MISUSE OF THIS DRAWING.	
This document is released for preliminary review only under the authority of Lindsey F. Diekmeyer P.E.-2024026198 on 06/24/2025. It is not to be used for bidding, construction or permitting purposes.		DATE: _____ NO. _____ REVISION DESCRIPTION: _____	
WALLY'S 4023 S. NOLAND ROAD INDEPENDENCE, MO 64055		PRELIM BASIN DRAINAGE AREA	
ST. CHARLES 1320 S. Fifth Street Suite 307 St. Charles, MO 63303 636.976.7508 ext. www.colet.com		COLE CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE 7/81 ADA TRANSITION PLANNING Registered Professional Engineer and Land Surveyor Registration #10193871 State of Missouri, License #10193871, State of Missouri, License #10193871	
DESIGN/CALC. BY: LFD		DATE: 06/24/2025	
DRAWN BY: MRS		Job Number 24-0011	
CHECKED BY: ALA		Sheet Number EX	
DRAWING SCALE: AS SHOWN			

APPENDIX B
Hydrograph Reports

Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Wednesday, 06 / 18 / 2025

Hyd. No. 1

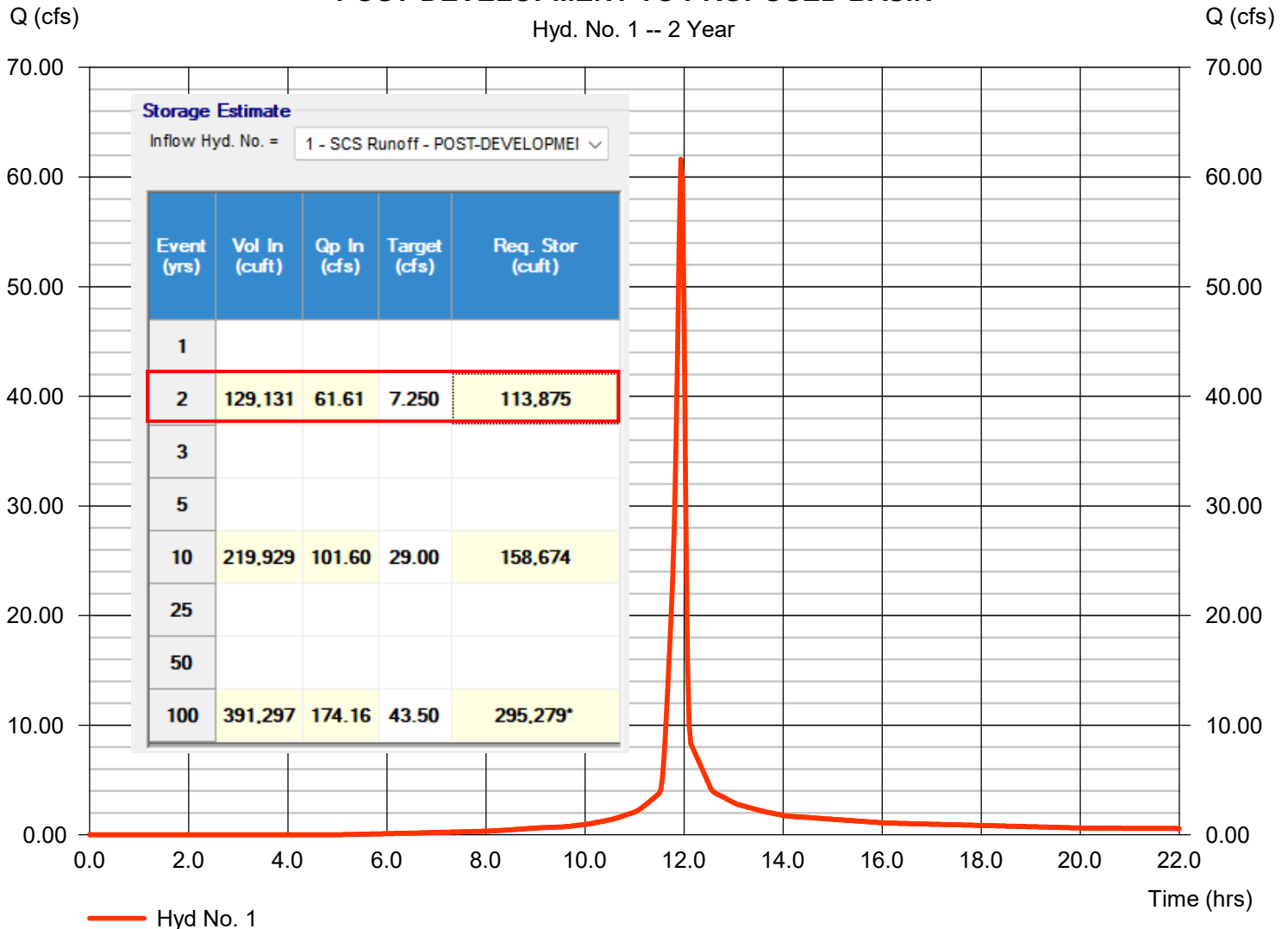
POST-DEVELOPMENT TO PROPOSED BASIN

Hydrograph type = SCS Runoff
Storm frequency = 2 yrs
 Time interval = 2 min
 Drainage area = 14.500 ac
 Basin Slope = 0.0 %
 Tc method = User
 Total precip. = 3.68 in
 Storm duration = 24 hrs

Peak discharge = 61.61 cfs
 Time to peak = 11.93 hrs
 Hyd. volume = 129,131 cuft
 Curve number = 90*
 Hydraulic length = 0 ft
 Time of conc. (Tc) = 5.00 min
 Distribution = Type II
 Shape factor = 484

* Composite (Area/CN) = $[(9.300 \times 98) + (5.200 \times 77)] / 14.500$

POST-DEVELOPMENT TO PROPOSED BASIN



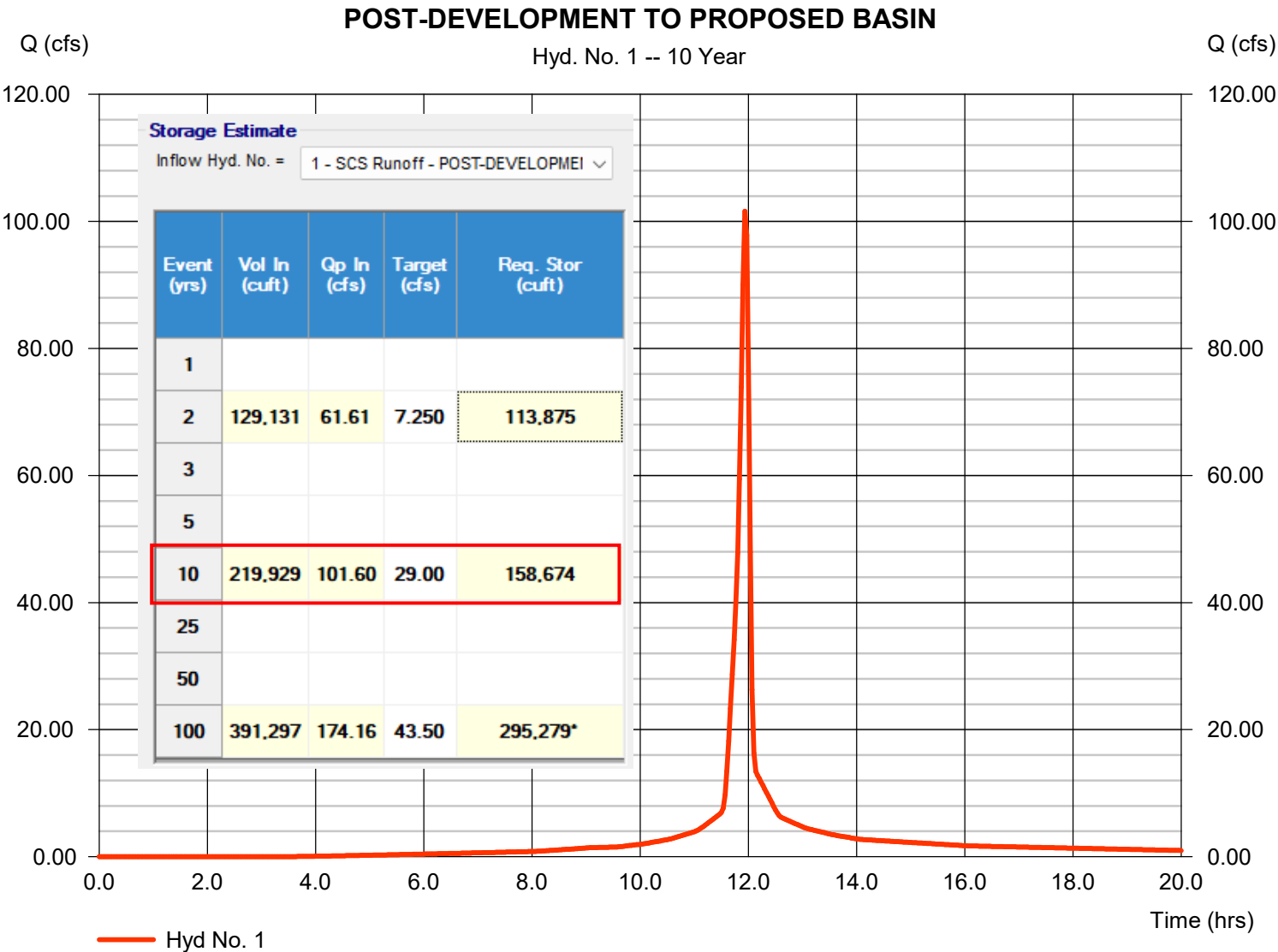
Hydrograph Report

Hyd. No. 1

POST-DEVELOPMENT TO PROPOSED BASIN

Hydrograph type	=	SCS Runoff	Peak discharge	=	101.60 cfs
Storm frequency	=	10 yrs	Time to peak	=	11.93 hrs
Time interval	=	2 min	Hyd. volume	=	219,929 cuft
Drainage area	=	14.500 ac	Curve number	=	90*
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	5.60 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484

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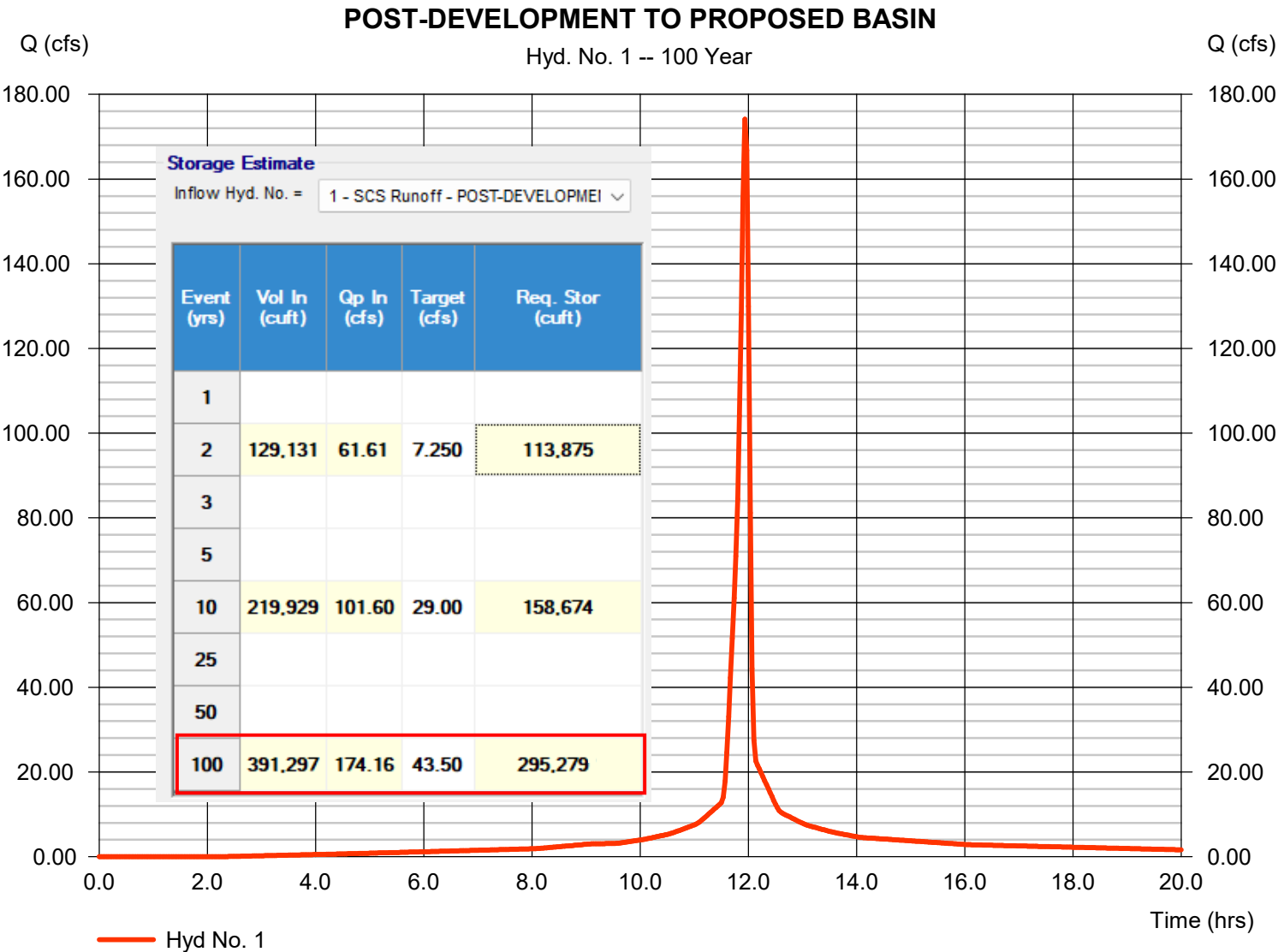
Hydrograph Report

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POST-DEVELOPMENT TO PROPOSED BASIN

Hydrograph type	=	SCS Runoff	Peak discharge	=	174.16 cfs
Storm frequency	=	100 yrs	Time to peak	=	11.93 hrs
Time interval	=	2 min	Hyd. volume	=	391,297 cuft
Drainage area	=	14.500 ac	Curve number	=	90*
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	9.14 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484

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Preliminary Stormwater Analysis

Wally's
4023 S. Noland Road
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Date: 06/24/2025
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Above ground detention will be provided to meet the maximum release rates adopted by the City of Independence from the 2011 APWA Section 5600 for Storm Drainage Systems & Facilities Requirements. Per said manual, the SCS method was used to determine the post-development runoff for the proposed 14.5-acre drainage area. Please refer to Appendix A for the proposed detention basin drainage area and Appendix B for the 2-, 10-, and 100-year hydrograph reports.

Per the below calculations, it is estimated that Wally's will be allowed a 100-year release rate of 43.5 CFS. This will require approximately 295,300 cubic feet of storage which can be provided within the 2.75 acres of allotted detention area.

- 50% (2yr) storm peak rate $\leq$ 0.5 CFS per site acre
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Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Wednesday, 06 / 18 / 2025

Hyd. No. 1

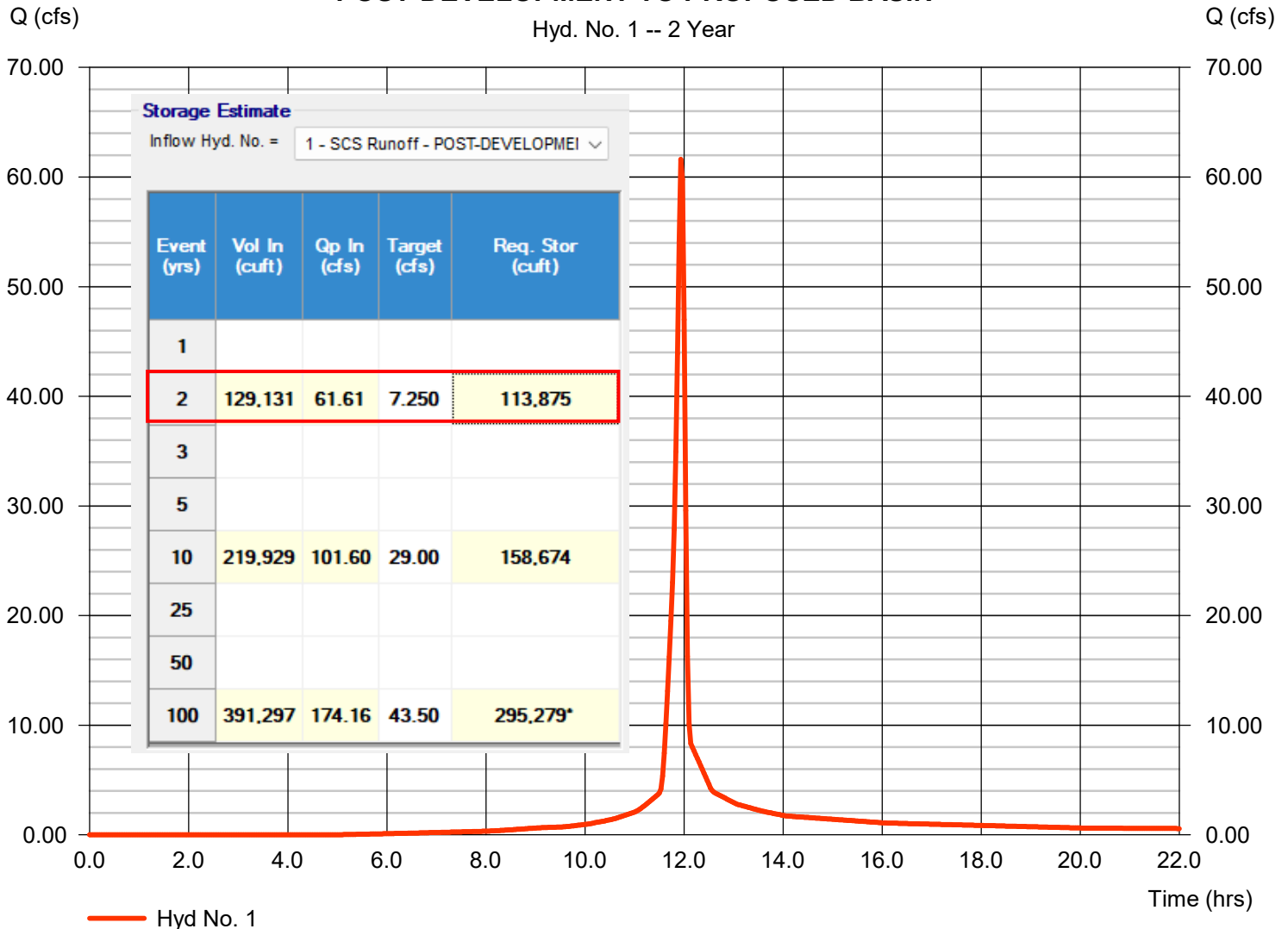
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 Distribution = Type II
 Shape factor = 484

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POST-DEVELOPMENT TO PROPOSED BASIN



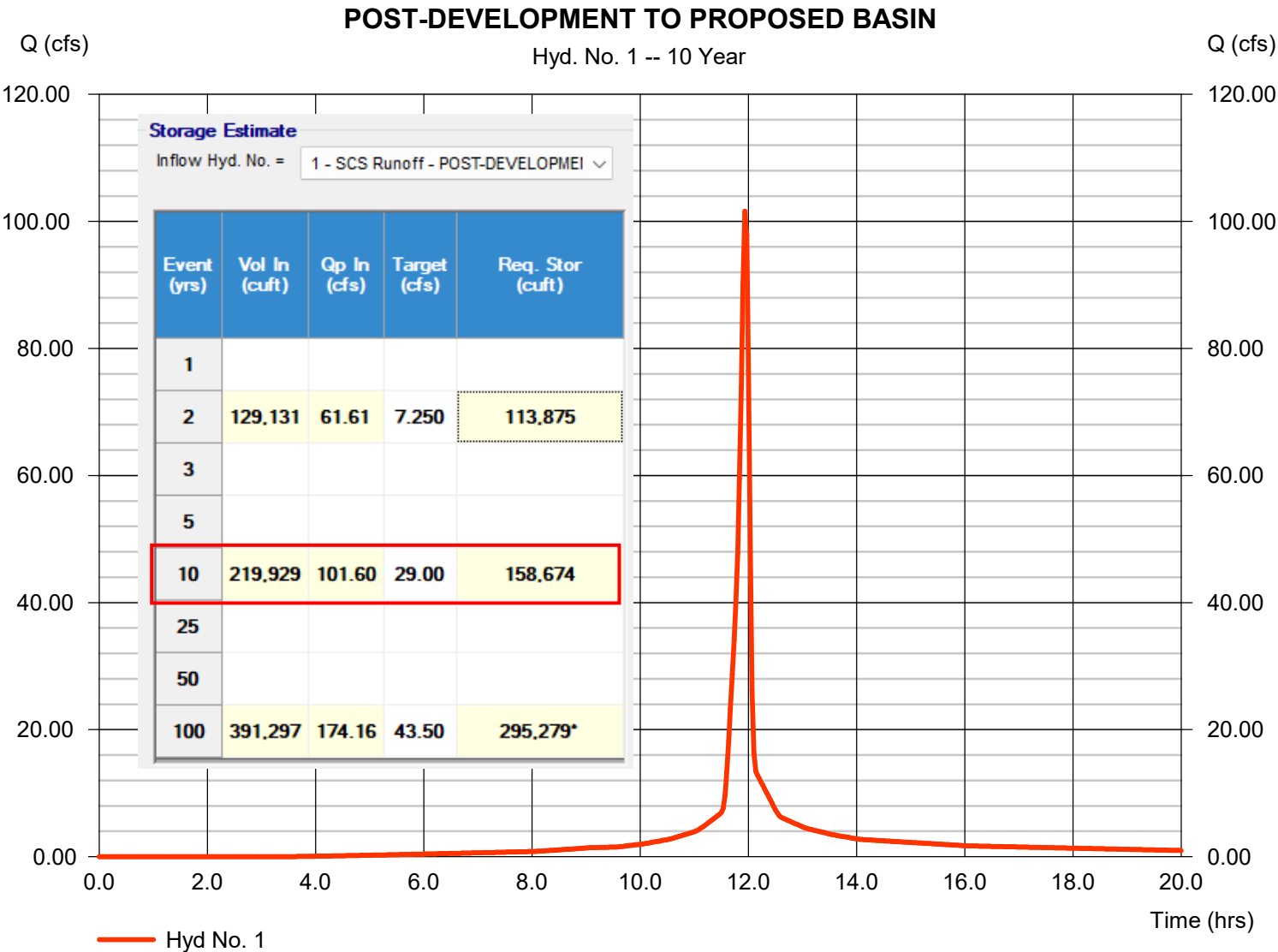
Hydrograph Report

Hyd. No. 1

POST-DEVELOPMENT TO PROPOSED BASIN

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Total precip.	=	5.60 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484

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Hydrograph Report

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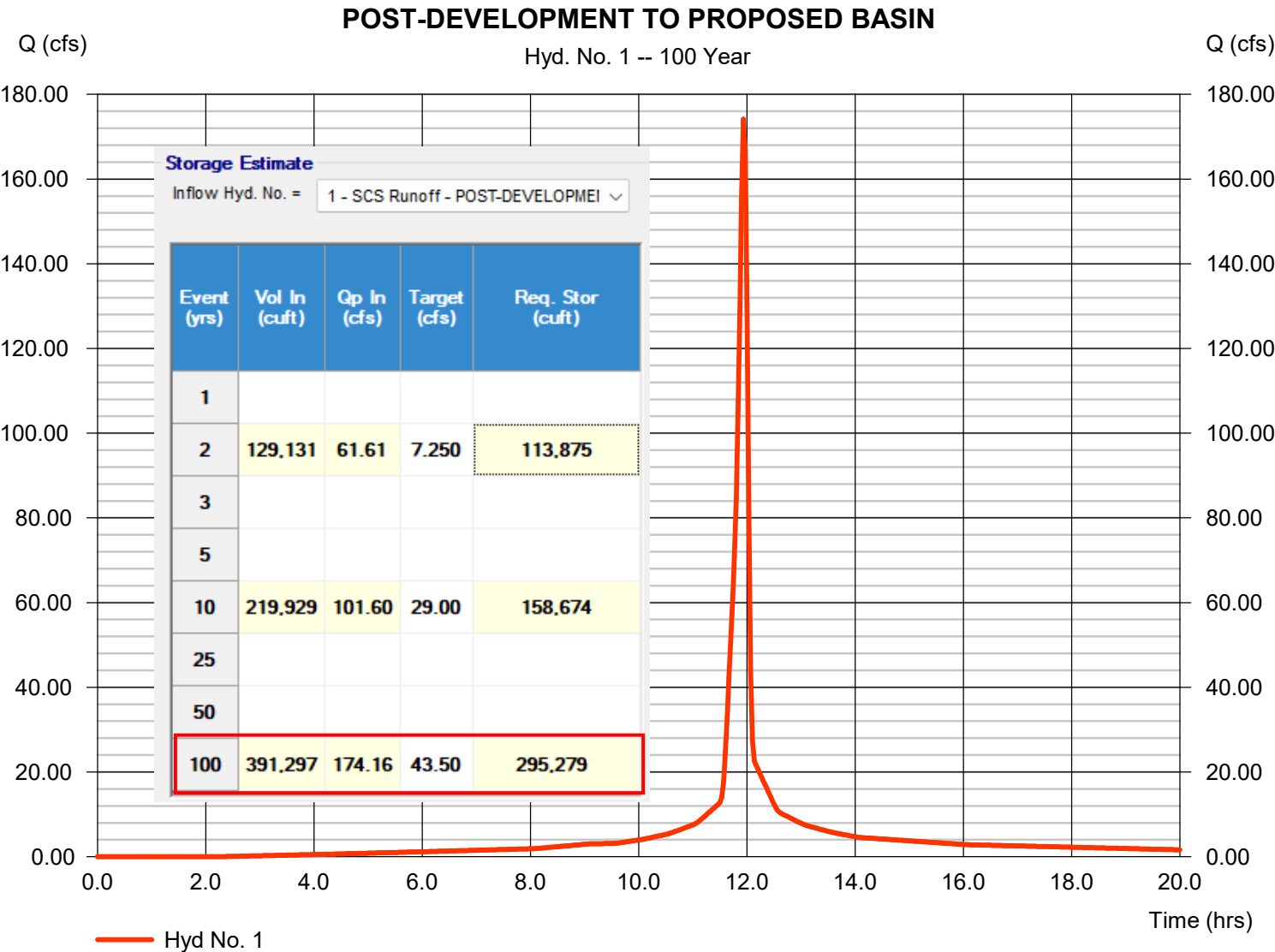
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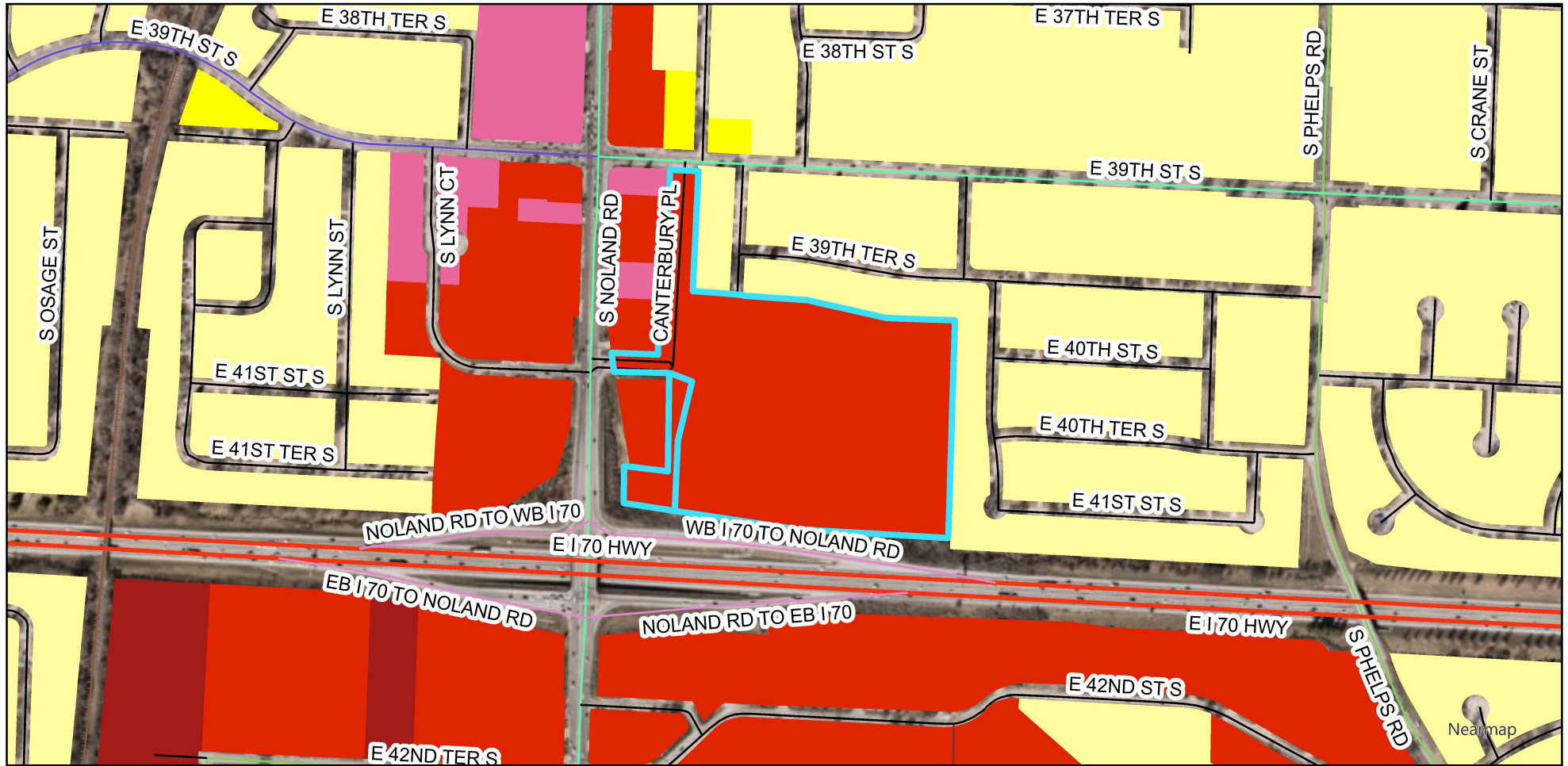
* Composite (Area/CN) = [(9.300 x 98) + (5.200 x 77)] / 14.500



Zoning Map

4023 S Noland Rd

Case #25-200-07



Legend

	Subject Site		C-2		R-6
Zoning District					
	C-1		C-3		R-12

0 250 500 1,000 US Feet

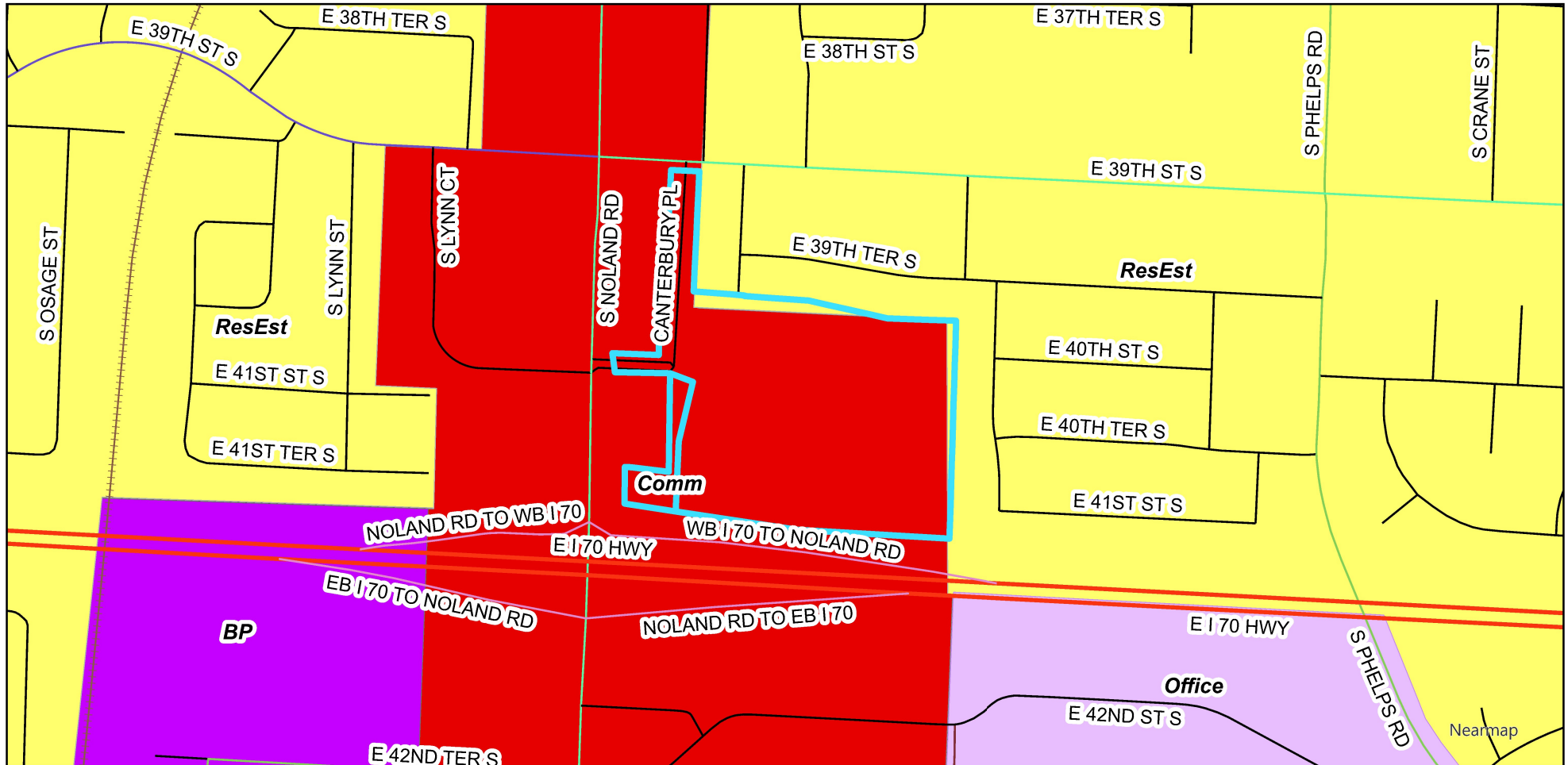
Prepared For: Planning Commission
Meeting Date: August 26, 2025



Comprehensive Plan

4023 S Noland Rd

Case #25-200-07



Legend

 Subject Site

Comprehensive
Plan

Residential
Neighborhoods

Community
Commercial

Office

Business Park

0 250 500 1,000 US Feet
|-----|-----|-----|-----|

Prepared For: Planning Commission
Meeting Date: August 26, 2025





Planning Commission Minutes

August 26, 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 8/26/2025, 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 - .

ELECTION OF OFFICERS

Chair and Vice-Chair

Motion

Commissioner Dan O'Neill made a motion to appoint Commissioner Laurie Dean Wiley as Chair and Commissioner Ashbaugh as Vice-Chair. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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 – August 12, 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.

PUBLIC HEARINGS

1. **Case 25-175-04 - UDO Amendment #75 – Fuel Sales & Auto Repair** – An Amendment to the Unified Development Ordinance pertaining to fuel sales and auto repair.

Staff Presentation

Rick Arroyo presented the case. Mr. Arroyo explained in 2023 amendments were made to the UDO to help prevent land use conflicts with auto related uses and the potential of altering the character of commercial corridors. One such amendment added a 750-foot separation requirement from other auto related uses for gasoline and fuel sales, and motor vehicle repair.

Since that time staff have recommended amendments to exempt this separation requirement for long-standing business along the Noland Road corridor, better known as the Miracle Mile, to help alleviate building challenges for businesses wishing to expand.

Mr. Arroyo stated this amendment seeks to expand this exemption to properties within four hundred (400) feet of an interstate. This amendment will better assist new fueling stations or vehicle repair businesses to invest and build within 400 ft of an interstate. This amendment would also allow these uses to expand and upgrade, if necessary, in the future.

In response to a question from Commissioner Nesbitt, Mr. Arroyo stated that reducing the distance requirement from 750 feet to 400 feet would still serve to prevent over-saturation of uses. Commissioner Nesbitt then asked whether the amendment would allow gas stations to be developed on all four corners of an interstate interchange. Mr. Arroyo responded that it would depend on the distance between intersections.

Commissioner Ashbaugh expressed concern with setting a strict distance requirement, stating he would prefer to evaluate each case on its own merits rather than by a fixed standard.

Regarding public comment, Commissioner Nesbitt stated that he is opposed to placing time limits on individual speakers. Commissioner Ashbaugh added that if a speaker is providing new or important information, they should be allowed to continue beyond any set timeframe.

Motion

Commissioner Eric Ashbaugh made a motion to limit the speakers to five minutes. He noted if new information was being provided, they could be allowed to speak longer. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

Public Comments

Robert Merrit, 1834 S. Noland, representing Cable Dahmer, addressed the Commission. Mr. Merrit questioned the origin of the 400-foot requirement and asked why the proposed amendment also includes changes to the automotive/mechanic portion of the code.

Mr. Arroyo responded that the 400-foot standard is intended to apply not only to the current project but also to future projects along the I-70 corridor. He explained that the City has received

input from business owners who have expressed support for such an amendment, noting it would provide additional flexibility for businesses considering locating within the City.

Commissioner Comments

Commissioner Ashbaugh inquired whether the item could be tabled until the following case is decided. Mr. Arroyo clarified that the related Special Use Permit could not proceed without first adopting the proposed UDO amendment. In response to a question from Commissioner Nesbitt, Mr. Arroyo noted that QuikTrip is located approximately 410 feet from the interstate. He further explained that the measurement is taken from the MoDOT right-of-way.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

2. **Case 25-200-07 – Special Use Permit - 4023 S. Noland Road** – A request by Wally's to operate a gas station.

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. Glaser confirmed the site has not yet been platted and noted that this plan would dedicate the streets to the City of Independence. Commissioner Nesbitt questioned why the City would want to assume responsibility for street maintenance.

Commissioner Ashbaugh commented that in his experience, he had never seen so many conditions contingent on additional plan submissions and reviews. Mr. Arroyo responded that this is a very complex project and emphasized that the plan before the Commission is preliminary in nature.

Commissioner Nesbitt observed that both K-Mart and Venture previously drew heavy traffic at this site without causing issues. He stated that traffic should be viewed positively, as it indicates business activity in Independence. Mr. Arroyo clarified that the proposed use differs significantly from past retail uses, and traffic patterns and study methodologies have since evolved.

Applicant Comments

Michael Rubenstein, CEO and Co-Founder of Wally's, thanked the City for its collaboration and the citizens for participating in a community meeting held to discuss the project and answer questions. He shared the history of Wally's and emphasized the company's alignment with Independence's legacy as the starting point of the great American road trip.

Mr. Rubenstein stated that the project will create over 200 jobs paying at or above minimum

wage, with a preference for using local contractors. He noted that Wally's paid for the demolition of the existing building as part of the acquisition, and the company is investing \$5–7 million in off-site improvements. He highlighted that Wally's is designed to be a travel destination known for its food, retail offerings, and clean restrooms, while prohibiting semi-tractor trailer traffic. Renderings of the proposed store and site were presented to the Commission.

Lindsey Diekemper, Civil Engineer with Cole & Associates, explained that screening for adjacent residential properties will include a 6-foot masonry wall, along with canopy plantings and trees. She stated that 51% of the site is dedicated to detention and green space, and the site will feature three access points, each with one entry lane and one exit lane.

In response to Commissioner Nesbitt, Ms. Diekemper confirmed discussions with staff are ongoing to address sanitary concerns. Mr. Arroyo added that the CIP project is in the design phase, and City staff will coordinate improvements with the applicant.

Julie Nolfo, Traffic Engineer with Lochmueller Group, summarized the traffic impact study, noting discussions with MoDOT and the City began in 2023. Data was collected while schools were in session, and five traffic scenarios—more than typically required—were analyzed, covering 21 intersections. A 10% traffic increase was factored in for conservatism.

Ms. Nolfo emphasized the need for acceleration and deceleration lanes off Noland Road and I-70. She stated that Wally's cannot be directly compared to QuikTrip or Buc-ee's, as their business model lies in between. She explained that Noland Road will be the primary access point, with recommended roadway and interchange improvements.

In response to Commissioner Nesbitt, Mr. Rubenstein confirmed that right-of-way acquisition will be necessary, but only after approval of the preliminary plan.

Chairwoman Wiley called a recess at 7:30 p.m. The meeting reconvened at 7:38 p.m.

Public Comments

Lucy Young, 2320 Viking Drive, expressed excitement about the development, noting the private investment without TIF support. She stated it aligns with the City's Strategic Plan and will provide an economic boost.

Bob Stikeleather, 16915 E. 54th Street, questioned whether the project will be included in the Noland Road Community Improvement District and asked when road improvements would occur and if all four ramps would be improved.

Mike Talcott, 1901 S. Lake Drive, supported the project as a way to reinforce Independence's identity as the "Queen City of the Trails," noting rejection might discourage future businesses.

Becky Hake, 10516 E. 26th Terrace, stated interstate travelers will benefit nearby restaurants and businesses, and may be encouraged to visit historic sites.

Wes Epperson, 3600 Poplar Ave, supported the project, citing Wally's investment in demolition and street improvements as a sign of commitment. He added the development would generate tax revenue otherwise lost to the proposed Lee's Summit Costco.

Robert Merritt, representing Cable Dahmer, said the business is neutral on the project. While additional traffic may help, he questioned whether the proposal fits the long-term needs of Noland Road. He also raised concerns about City street maintenance and the impact on food trucks currently using the area.

Robert Defuente, 211 E. Water Street, Springfield, representing Andy's Frozen Custard, spoke in favor, but expressed concern about customer awareness during construction. He stated Wally's has committed to keeping lanes open for their business.

Karen Downey, 5441 Phelps Road, Kansas City, and a property owner on Noland Road, opposed the proposal, citing traffic concerns and that the intersection is at max capacity, environmental concerns, and uncertainty about Wally's track record. She expressed concern about Wally's potential creation of a separate CID.

William Torres, 11504 E. 33rd Terrace, an engineer, stated it may be premature to approve. While mega-gas stations are popular, he said the corridor itself needs cleanup. He also questioned if this is what we want has our front door.

Dee Pack, 3206 Noland Road, CEO of Cargo Largo, voiced concerns that the project could undermine years of improvements led by the Noland Road CID. He questioned the sufficiency of the proposed \$5–7 million for roadway improvements believing it may cost twice that based on his recent construction experience and described the business as transient in nature.

Mr. Rubenstein reiterated that discussions with MoDOT will continue throughout the project. He noted Wally's first store, located at the start of Route 66, spurred significant economic growth.

Ms. Nolfo confirmed that all four interstate ramps will be improved as part of the project and stated MoDOT's second review is underway. Improvements are expected to be complete when Wally's opens. She again emphasized that Wally's should not be compared to Buc-ee's in terms of traffic impacts.

Commissioner Comments

In response to Commissioner Nesbitt, Nate Hale, Director of Construction with Wally's, stated that a sign package has not yet been submitted. He said they will aim to comply with the City's sign regulations and do not anticipate requesting a variance. He noted Wally's does not advertise gas prices but have tossed the idea around, confirmed sufficient power exists for EV charging, and stated both types of EV charging ports will be provided.

In response to Commissioner Nesbitt, Mr. Rubenstein stated Wally's will have security, extensive lighting, and cameras to ensure patron safety.

Commissioner Ashbaugh asked if Wally's would consider participation in the Noland Road

CID. Mr. Rubenstein confirmed they are currently members and are exploring funding options. He stressed they are not seeking a City-backed TIF.

Commissioner Nesbitt asked if they would be considering any economic incentives, yes or no, Mr. Rubenstein stated yes.

Chairwoman Wiley announced that she would abstain from voting on this case.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 5, No 1, Abstained 1.

ROUNDTABLE - NEXT MEETING SEPTEMBER 9, 2025

ADJOURNMENT

The meeting was adjourned at 8:44 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-086 **1R** An ordinance to adjust the City of Independence Power & Light Department customer charge to be effective for the monthly billing period beginning January 1, 2026, under which the charge will be increased by \$5 for rate classifications MR1 and MR5 (i.e. residential) and increased by \$10 for rate classification MG1, MG2, MG3, MG4, and MG5 (i.e. commercial/industrial). **1R Read**

Recommendations:

Staff and the Public Utility Advisory Board recommend approval of the proposed changes.

Background:

In 2018-2019, Independence Power & Light (IPL) engaged Burns & McDonnell to conduct a Cost of Service and Rate Study of IPL's existing charges and rates. This study recommended a \$19.62 customer charge. In 2022, a second study was done which recommended a \$28.69 customer charge. IPL is currently at a \$10 residential customer charge.

The \$5 residential and \$10 commercial/industrial customer charge increase would add \$3.8 million in additional annual revenues based on average 2025 customer counts of 54,081 residential and 5,104 commercial/industrial customers.

If IPL does nothing to increase this charge, the IPL unrestricted cash projections (including capital projects) will be below the \$25 million minimum reserve requirement before fiscal year 2027.

IPL staff and the Public Utility Advisory Board have recommended a \$5 increase for residential and a \$10 increase for commercial/industrial customers beginning January 1, 2026.

Emergency Justification:**Fiscal Impact:**

The expected additional revenue impact would be an additional \$3.8 million annually to IPL Fund 020.

Council Action:

REVIEWERS

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

ATTACHMENTS:

1. IPL Customer Charge Adjustment Ordinance 8-28-25
2. IPL Customer Charge Adjustment Presentation_2025

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING COUNCIL ACTION TO ADJUST THE CITY OF INDEPENDENCE POWER & LIGHT DEPARTMENT CUSTOMER CHARGE TO BE EFFECTIVE FOR THE MONTHLY BILLING PERIOD BEGINNING JANUARY 1, 2026, UNDER WHICH THE NEW CHARGE WILL BE INCREASED \$5 FOR RATE CLASSIFICATIONS MR1 and MR5 (I.E. RESIDENTIAL) AND INCREASED \$10 FOR RATE CLASSIFICATIONS MG1, MG2, MG3, MG4, AND MG5 (I.E. COMMERCIAL/INDUSTRIAL).

WHEREAS, The City Council of the City of Independence, Missouri, finds it necessary to adjust the City of Independence customer charge effective January 1, 2026; and,

WHEREAS, The City Council of the City of Independence, Missouri, understands that the Power and Light Department will increase the customer charge for rate classifications MR1 and MR5 (i.e. residential) by \$5 and for rate classifications MG1, MG2, MG3, MG4 and MG5 (i.e. commercial/industrial) by \$10; and,

WHEREAS, the PUAB recommends and supports this adjustment to the customer charge; and,

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, shall be and is hereby authorized and directed to adjust the City of Independence customer charge effective January 1, 2026.

SECTION 2. That the City Manager of the City of Independence, Missouri, shall be and is hereby authorized and directed to increase the customer charge for rate classifications MR1 and MR5 (i.e. residential) by \$5 and for rate classifications MG1, MG2, MG3, MG4 and MG5 (i.e. commercial/industrial) by \$10.

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

CUSTOMER CHARGE ADJUSTMENT

Presented by IPL



CUSTOMER CHARGE ADJUSTMENT

Cost of Service Studies

Revenue & Expense Projections

Unrestricted Cash Projections

Impact to IPL Monthly Customer Bill

Local Utility Rate Comparison

COST OF SERVICE STUDIES

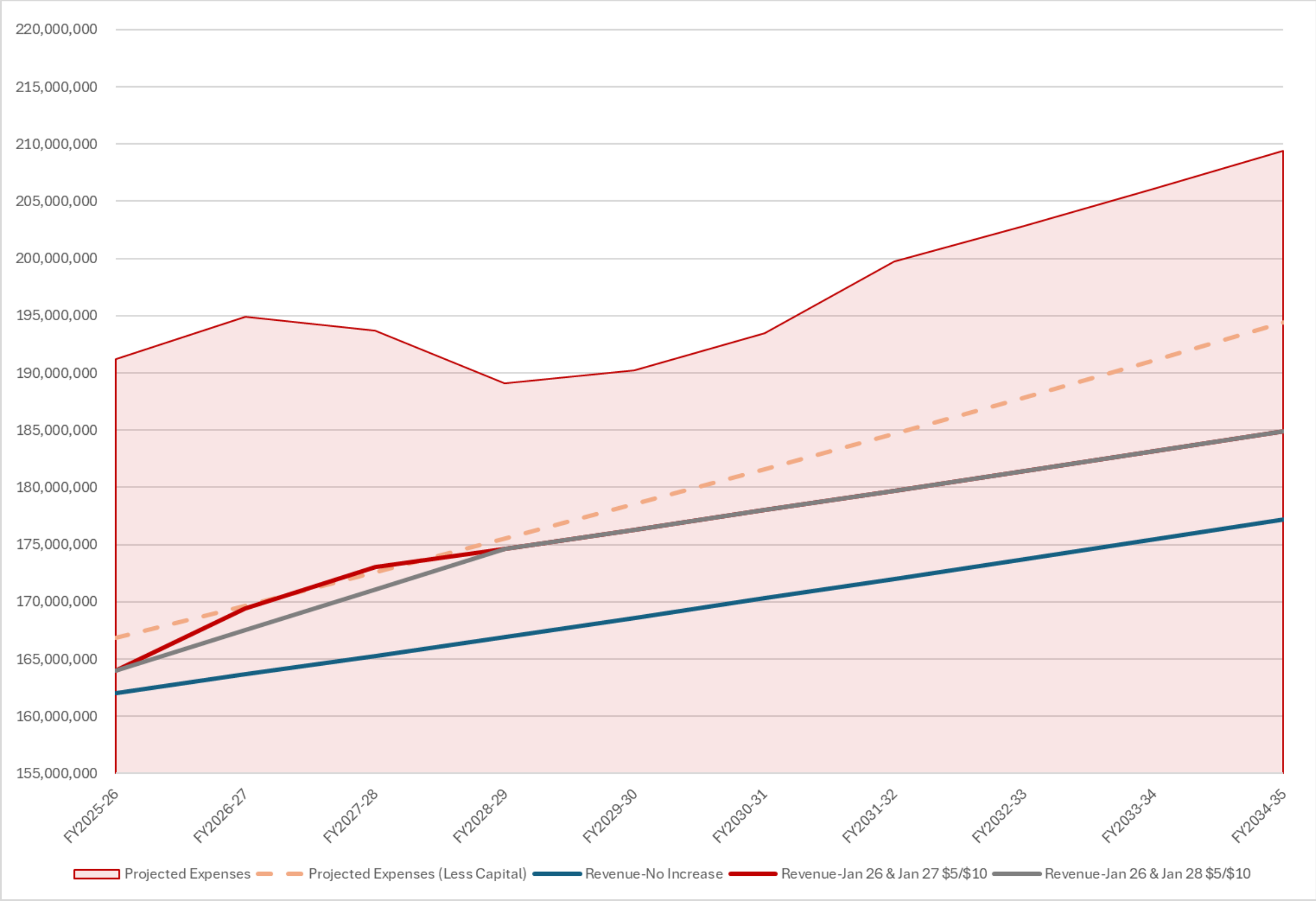
2 most recent Burns & McDonnell studies:

2019 recommended a \$19.62 Customer Charge

2022 recommended a \$28.69 Customer Charge

IPL is currently at a \$10 Customer Charge

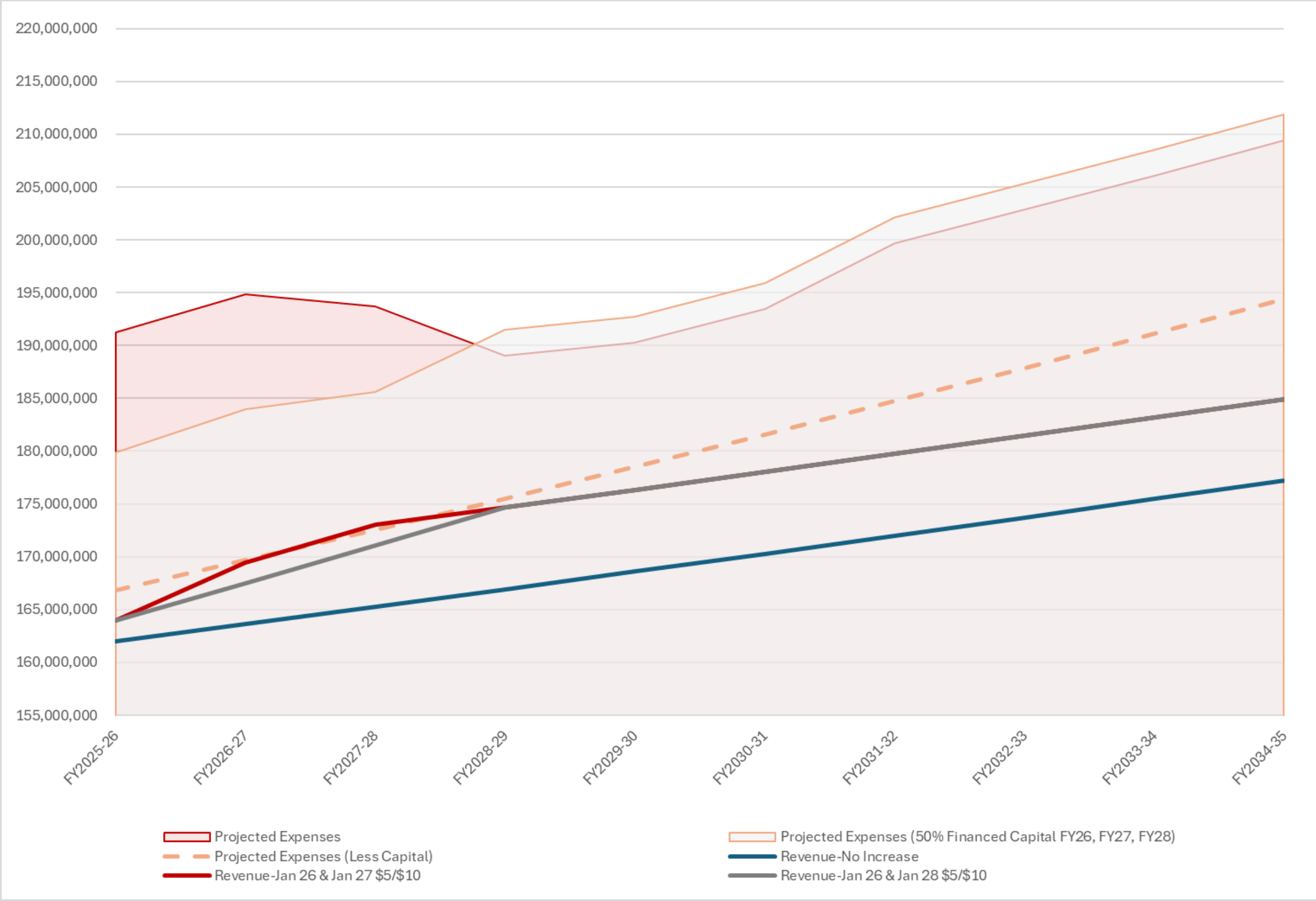
REVENUE & EXPENSE PROJECTIONS



- Expenses include:
- Capital Projects (amounts vary by year)
 - Debt service; annual payments are relatively flat through 2035, averaging \$8.62 million per year

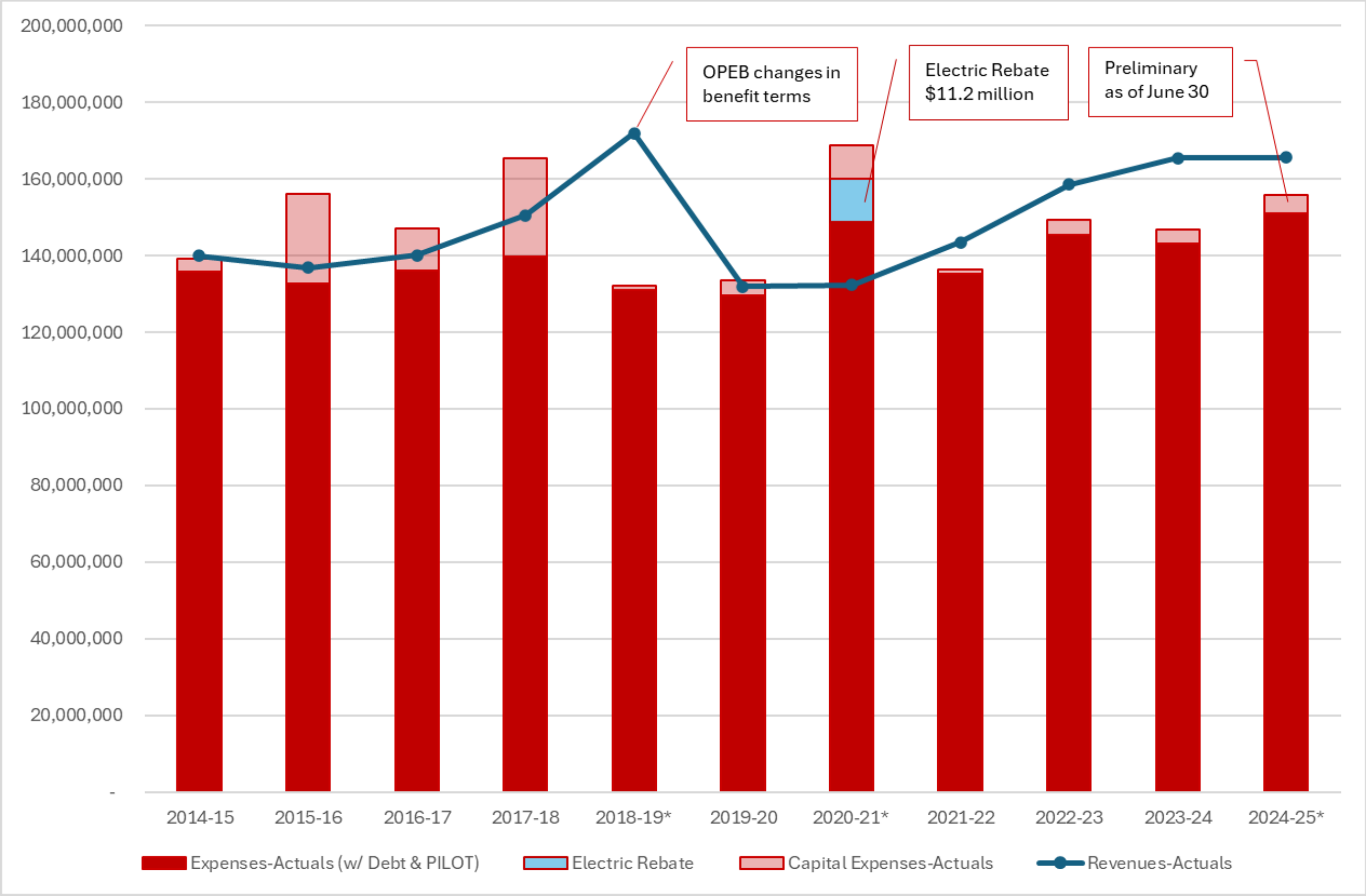


REVENUE & EXPENSE PROJECTIONS



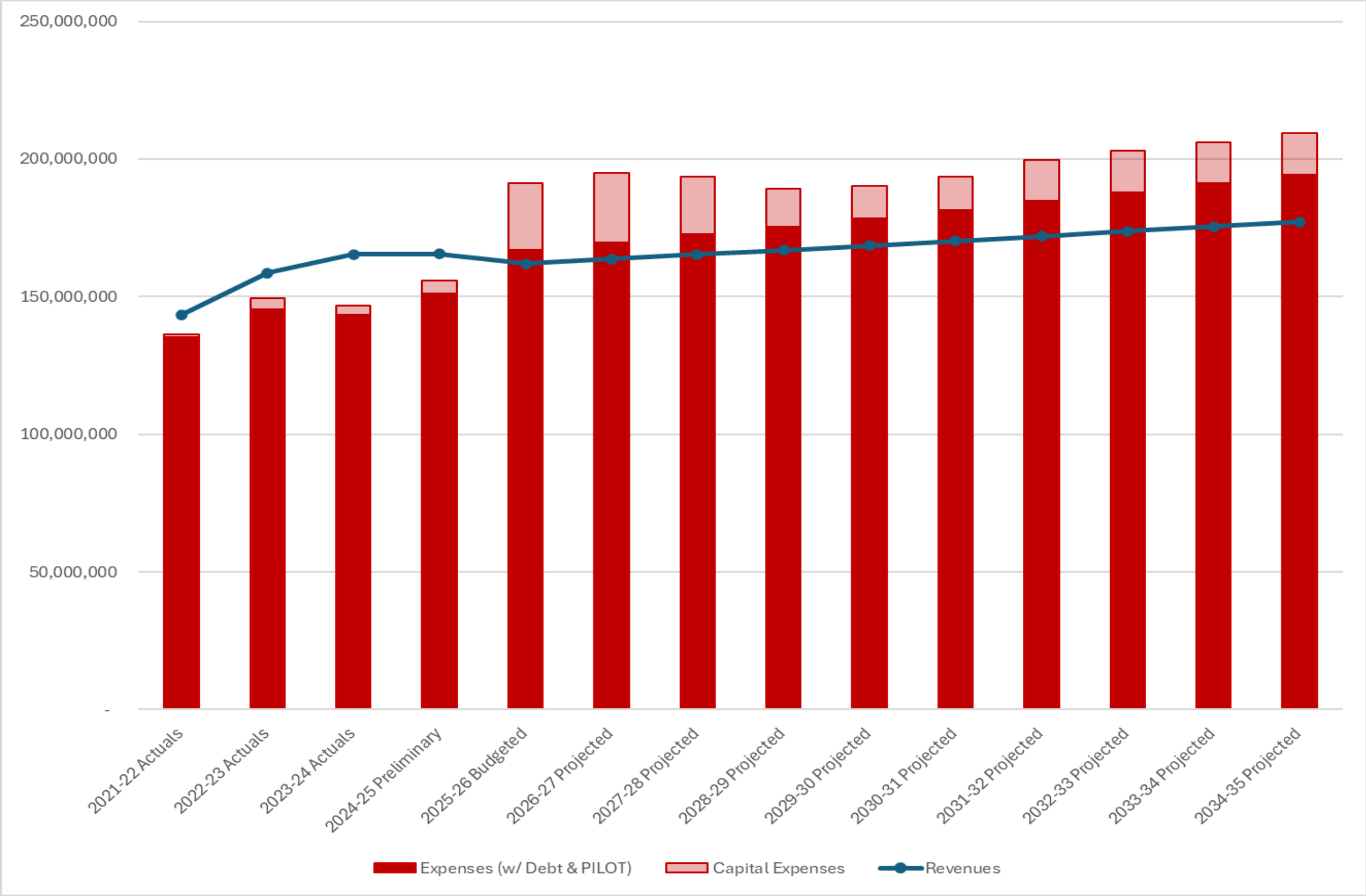
- Expenses include:
- Capital Projects shown 100% cash, and 50% cash / 50% financed in FY26, FY27, FY28 (amounts vary by year).
 - Debt service; annual payments are relatively flat through 2035, averaging \$8.62 million per year. An additional average of \$816,000 is added for financed capital in FY26, FY27, and FY28.

HISTORIC ACTUALS (REVENUES & EXPENSES)



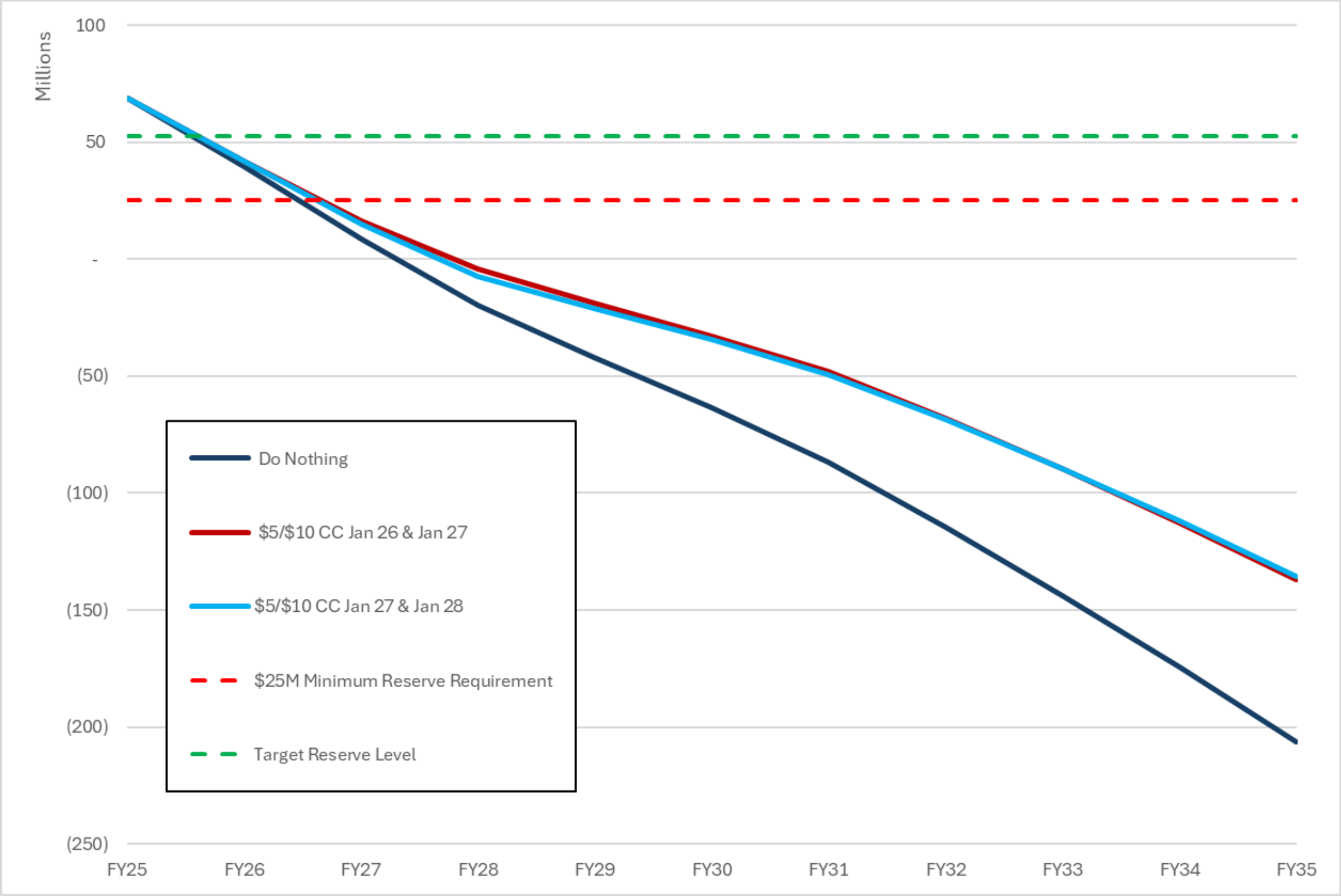
- This includes:
- Historic actual revenues and expenses
 - Debt Service and PILOT are included Expenses; Capital is shown separately
 - *Source: City of Independence Annual Budget Books and Annual Financial Statements*

Fiscal Year 2022 – Fiscal Year 2035



- This includes:
- FY22-24 Actuals
 - FY25 Preliminary
 - FY26 Budgeted
 - FY27-35 Projected
 - Debt Service and PILOT are included Expenses; Capital is shown separately

UNRESTRICTED CASH PROJECTIONS (including Capital Projects)



- This includes:
- Capital Projects
 - Projected revenues and expenses
 - A \$5 customer charge increase for residential, and a \$10 customer charge increase for Commercial / Industrial



IMPACT TO MONTHLY CUSTOMER ELECTRIC BILLS

Current Rates				Customer Charge Adjustment of \$5				Change to Bill	
kWh used				kWh used					
Summer 1000				Summer 1000					
	Customer Charge	\$	10.00		Customer Charge	\$	15.00		
	Energy (All)	\$	122.88		Energy (All)	\$	122.88		
	Power Cost Adjustment (PCA)	\$	20.00		Power Cost Adjustment (PCA)	\$	20.00		
	PILOT	\$	15.27		PILOT	\$	15.77		
	Sales Tax	\$	1.89		Sales Tax	\$	1.95		
			\$ 170.04				\$ 175.60	\$ 5.56	3%
Winter 700				Winter 700					
	Customer Charge	\$	10.00		Customer Charge	\$	15.00		
	Energy (All)	\$	83.84		Energy (All)	\$	83.84		
	Power Cost Adjustment (PCA)	\$	14.00		Power Cost Adjustment (PCA)	\$	14.00		
	PILOT	\$	10.77		PILOT	\$	11.27		
	Sales Tax	\$	1.33		Sales Tax	\$	1.40		
			\$ 119.94				\$ 125.51	\$ 5.57	5%
Energy Rate (Summer)				0.12288					
Energy Rate (Winter)				0.11977					
PCA				0.02000					
PILOT				9.080%					
Sales Tax Rate				1.125%					
				previous Fuel Cost Adjustment (FCA) was \$0.044415; changed to PCA November 2023					
				City Sales Tax (City-General and City-Capital Improvement Police)					

LOCAL UTILITY RATE COMPARISON

Everggy Metro Residential General Use Non-AMI	Everggy Missouri West Residential Non-AMI	Kansas City BPU General Purpose Residential	IPL Customer Charge Adjustment of \$5
Summer	Summer	Summer	Summer
\$ 12.00 Customer Charge	\$ 12.90 Customer Charge	\$ 26.00 Customer Charge	\$ 15.00 Customer Charge
0.14053 Energy (First 600 kWh) 0.14053 Energy (Next 400 kWh)	0.12450 Energy (First 600 kWh) 0.12450 Energy (Next 400 kWh)	0.06923 Energy (First 1000 kWh)	0.12288 Energy (All)
Winter	Winter	Winter	Winter
\$ 12.00 Customer Charge	\$ 12.90 Customer Charge	\$ 26.00 Customer Charge	\$ 15.00 Customer Charge
0.12495 Energy (First 600 kWh) 0.07693 Energy (Next 400 kWh)	0.11254 Energy (First 600 kWh) 0.08877 Energy (Next 400 kWh)	0.06850 Energy (First 1000 kWh)	0.11977 Energy (All)

Staff Recommendation

Staff recommends increasing:

Residential Customer Charge to \$15/month

Commercial Customer Charge to:

Small General Service to \$25/month

Large & Total Electric General Service to \$50/month

Industrial Customer Charge to:

Large Power to \$60/month

Interruptible Service \$85/month



INDEPENDENCE

★ POWER & LIGHT ★

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Independence Municipal		Reporting Period: Aug 1, 2025 - Aug 28, 2025	
Mailing Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050					
Physical Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050			County: Jackson County		Circuit: 16
Telephone Number:			Fax Number:		
Prepared by: Dawna Cordon			E-mail Address:		
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		472	21,353	9,445	
B. Cases (citations/informations) filed		18	1,176	466	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	10	10	
3. court/bench trial - NOT GUILTY		0	0	2	
4. plea of GUILTY in court		17	864	181	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		1	273	1	
6. dismissed by court		3	52	28	
7. <i>nolle prosequi</i>		2	94	43	
8. certified for jury trial (not heard in Municipal Division)		0	3	1	
9. TOTAL CASE DISPOSITIONS		23	1,296	266	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		467	21,233	9,644	
E. Trial de Novo and/or appeal applications filed		0	3	1	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		1,397	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		578	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		25,098			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Independence Municipal	Reporting Period: Aug 1, 2025 - Aug 28, 2025
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$105,838.50	Bad Check Fee	\$25.00
Clerk Fee - Excess Revenue	\$11,125.29	Court Automation	\$8,333.71
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$343.01	Law Enf Arrest-Local	\$4,473.00
Bond forfeitures (paid to city) - Excess Revenue	\$895.00	Total Other Disbursements	\$12,831.71
Total Excess Revenue	\$118,201.80	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$203,490.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$10,270.00
		Total Disbursements	\$213,760.50
Fines - Other	\$40,528.50		
Clerk Fee - Other	\$3,161.01		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$1,190.55		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$8,488.44		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$97.49		
Law Enforcement Training (LET) Fund surcharge	\$2,379.00		
Domestic Violence Shelter surcharge	\$4,722.00		
Inmate Prisoner Detainee Security Fund surcharge	\$2,370.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$9,520.00		
Total Other Revenue	\$72,456.99		

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:		
August	2025	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
111 East Maple Independence, MO 64051	PO Box 1019 Independence, MO 64051	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 325-7235		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Dawna Cordon	dawna.cordon@courts.mo.gov	Garry L Helm, Susan G. Watkins

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		8,597	79,030	44,034
B. Cases (citations / informations) filed				
C. Cases (citations / informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court / bench trial - GUILTY		0	0	1
3. court / bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	0	0
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	145	41
6. dismissed by court		0	1	5
7. nolle prosequi		0	20	7
8. certified for jury trial (not heard in the Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		0	166	54
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		8,597	78,864	43,980
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: August - 2025
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	290	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	474	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	37,400		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$7,420.13
Clerk Fee – Excess Revenue	\$803.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$540.00
Total Excess Revenue	\$8,763.13
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$15,722.71
Clerk Fee – Other	\$1,020.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$157.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,090.15
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$304.00
Domestic Violence Shelter surcharge	\$625.56
Inmate Prisoner Detainee Security Fund surcharge	\$312.50
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$3,330.00
Total Other Revenue	\$22,561.92
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Copy fees, records check fees	\$198.00
Total Other Disbursements	\$198.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$31,523.05
Bond Refunds	\$8,922.70
Total Disbursements	\$40,445.75