



CITY COUNCIL Regular Meeting

October 6, 2025

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

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

INVOCATION

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

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PRESENTATIONS

1. 2025 Legislative Advocate of the Year

PRESENTATION RESOLUTIONS

1. 25-793 A resolution recognizing Jodi Baker, Community Development Program Specialist, as the ISTAR Award Recipient for October 2025.

PROCLAMATIONS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes for the Regular Meetings for September 2 and September 15 2025.
2. Council action is requested to authorize the City Manager to execute a construction

contract with Louis-Company LLC, in an amount not to exceed \$3,596,546.82, for Crysler Ave. over Union Pacific Railroad Bridge (No. 542601-1) and E. Kentucky Rd. over Mill Creek Bridge (No. 542601-2) as part of the Bridges - GO Bond Project (No. 542601).

3. Council action is requested to authorize the City Manager to execute a construction contract with Abay Construction, Inc., for an amount not to exceed \$829,206 for the 6" Water Main Replacement along E. Rankin Rd. and Bellevista Dr. Project (no. C26-126-401301) as part of the Water Main Replacement Program (No. 9749).
4. Council action is requested to authorize the City Manager to approve an emergency construction contract with, and issue a purchase order to, TC Fuller, for an amount not to exceed \$209,670 as part of the Sanitary Sewer Main Relocation from Streambanks Project (No. 302203-3).
5. Council action is requested to authorize the City Manager to approve a design services contract and issue a purchase order to Affinis Corp for an amount not to exceed \$540,481.09 as part of the 23rd Street Complete Streets, Phase 3 Project (No. 112111-3).
6. Council action is requested to authorize the City Manager to approve Purchase Order Change Order #1 on the design contract (PO #26000434) with Burns & McDonnell for a new contract totaling \$131,030, as part of the emergency construction on the Sanitary Sewer Main Relocation from Streambanks Project (No. 302203-3).
7. Council action is requested to award a contract to Voya Financial to provide recordkeeping and administration services for the City's 457(b) Deferred Compensation plan and 401(a) Defined Contribution retirement program.
8. Council approval is requested to enter into a lease agreement with Stryker, manufacturer of the LifePak 35 cardiac monitor, for lease purchase for the Fire Department and to issue a Purchase Order for the first year's payment.
9. Council action is requested to authorize the City Manager to issue a purchase order to Insituform Technologies USA, LLC., for an amount not to exceed \$107,360 for emergency lining repair as part of the Trenchless Technologies Project (No. 130508).
10. Council action is requested to authorize the City Manager to issue a purchase order with Independent Salt Company for the purchase of de-icing road salt by the Municipal Services Department and authorize purchases not to exceed \$250,000 in FY 2025-2026.

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the properties at 710 & 720 W Maple Avenue from R-30, High Density Residential, and C-2, General Commercial, to R-6, Single Family Residential. ***New Information Only.***

25-085 **2R** 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. **2R**

2. A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to fuel sales & auto repair. ***Full Public Hearing.***

25-086 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to motor vehicle repair and gasoline and fuel sales. **2R**

3. A public hearing for the Special Use Permit application to operate a gas station at 4023 S. Noland Road. ***New Information Only.***

25-087 **2R** An ordinance approving a Special Use Permit to operate a gas station at 4023 South Noland Road, Independence, Missouri. **2R**

4. A public hearing on a petition for the addition of property to the Noland Road Community Improvement District. ***Full Public Hearing.***

ORDINANCES

1. 25-082 **2R** An ordinance adopting the attached Schedule of Sanitary Sewer Rates, with the first change scheduled for all bills dated November 1, 2025. **2R**
2. 25-083 **2R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **2R**
3. 25-084 **2R** 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. **2R**
4. 25-088 (formerly listed as 25-086) **2R** 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). **2R**

FIRST READING(S)

1. 25-089 **1R** An ordinance amending Article 6 of Chapter 8 and Article 4 of Chapter 20, of the Independence City Code pertaining to the adoption of a revised Procurement Policy. **1R**
2. 25-090 **1R** An ordinance exempting the City of Independence from temporary extended hours for selling, serving, and allowing consumption of intoxicating liquor within the City of Independence during the 2026 FIFA World Cup. **1R**
3. 25-091 **1R** An ordinance finding, determining and declaring the necessity of acquiring temporary construction easements for the Fairmount Loop Project (Project No. 112501); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights in conjunction with the project. **1R**
4. 25-092 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to community gardens. **1R**
5. 25-093 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code to allow electronic message signs in the ARTS District. **1R**
6. 25-094 **1R** An ordinance authorizing the acceptance of a grant for \$2,500 from the MO Department of Conservation (MDC) to remove invasive honeysuckle at George Owens Nature Park (GONP). **1R**
7. 25-095 **1R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **1R**
8. 25-096 **1R** An ordinance authorizing the acceptance of an agreement with the City of Sugar Creek, Missouri for Independence Police to provide dispatching services for an annual fee and allocating that fee to a special revenue account to support related communications expenses; appropriating the necessary funds; and authorizing future change orders and appropriations for the same project. **1R**

INFORMATION ONLY

1. **Please Note:** In accordance with RSMo. 610.021, the City Council may convene in a Closed 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 real estate, as permitted by 610.021(2), and personnel records, as

permitted by 610.021(13).

COUNCILMEMBER COMMENTS

ADJOURNMENT



A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

September 2, 2025 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

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

Laurie Dean Wiley gave the invocation

THE PLEDGE OF ALLEGIANCE

ROLL CALL

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

CITIZEN REQUESTS

Aaron Mason spoke about resolution 25-785, bringing the Mid-Continent Library headquarters to Independence Square.

Lucy Young spoke about resolution 25-785.

Bob Sorenson spoke about items 8, 9 & 10 on the consent agenda, CIGNA insurance changes.

Marla McKimsey spoke about items 8 and 9 on the consent agenda, CIGNA insurance changes.

Jeff Becker spoke about Terrace Crossing, resolution 25-784

PRESENTATION RESOLUTIONS

1. The Susan P. Block Award will be presented to Charlotte Olejko by Kelly Freeland, Past President of the Junior Service League, 2022-2023, and Chair of the Susan P. Block Distinguished Public Service Award Committee.

Susan Ray presented Charlotte Olejko with the Susan P. Block Award.

2. 25-783 A resolution recognizing Michelle Carpenter, Telecommunicator II/Acting Emergency Communications Supervisor for the Independence Police Department as the ISTAR Award recipient for September 2025. **Item pass 6-0 Res. No. 7162**

The ISTAR Award was presented to Michelle Carpenter.

PROCLAMATIONS

1. National Preparedness Month

Mayor Rowland presented a proclamation for National Emergency Preparedness Month to our emergency services staff.

CONSENT AGENDA

Reports and Recommendations of the City Manager

Councilmember Perkins moved to approve the Consent Agenda, minus the items pulled for special consideration. Motion was seconded by Councilmember Fears.

Items pulled for special consideration were:

Items 8, 9 & 10 pulled by Councilmember Fears

Item 11 pulled by Councilmember McCandless

Resolutions 25-78 and 25-785 pulled by Councilmember Stewart

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

NAYS (0): None

ABSENT (1): Councilmember Vaught

Consent agenda is passed 6-0 minus the items pulled for special consideration.

1. Approval of minutes for the Regular Meetings on August 4 and August 18, 2025.
Approved
2. Council action is requested to issue a Purchase Order to ImageTrend, Inc. in the amount of \$105,483.75 to retain the current Independence Fire Department emergency reporting and report management system. **Approved**
3. Council action is requested to expend \$465,177 to Design Mechanical, for HVAC maintenance and repairs for Independence Power & Light (IPL) Service Center, Independence Utilities Center (IUC), Fire Department, Independence Municipal Commons and Parks & Recreation Department locations. **Approved**
4. Council action is requested to authorize the expenditure of \$250,000 with Central

Salt, LLC for the purchase of road salt by the Municipal Services Department.
Approved

5. Council action is requested to authorize the issuance of a purchase order to JCI Industries, LLC in the amount of \$249,996 for the purchase of two (2) replacement pumps for the Rock Creek Pump Station (Project No. 302606), for use by the Municipal Services Department. **Approved**
6. Council action is requested to approve an agreement with Prudential for employee life and disability insurance starting January 1, 2026. **Approved**
7. Council action is requested to approve an agreement with Cigna for employee voluntary worksite benefits starting January 1, 2026. **Approved 6-0**
8. Council action is requested to authorize a contract with HealthSpring (HCSC) for post-65 medical insurance coverage for Advantage and Medicare Part D plans effective January 1, 2026. **Approved 6-0**

Items 8, 9 and 10 were pulled for special consideration by Councilmember Fears, collectively, as they are all connected. Seconded by Councilmember Perkins.

A 10% budget increase was added this year as increases are generally 9-10%. This increase should not exceed budget.

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

NAYS (0): None

ABSENT (1): Councilmember Vaught

Items 8, 9 and 10 approved 6-0

9. Council action is requested to renew the contract with Cigna for Post-65 Medicare Surround insurance plans. **Approved 6-0**
10. Council action is requested to approve a 10% premium increase for all active and pre-65-member healthcare plans for the year 2026 with no other healthcare plan changes. **Approved 6-0**
11. Council action is requested to approve an RFP (request for proposal) to hire a search firm for the purpose of recruiting candidates for the City Manager position.
Approved 6-0

This item was pulled by Councilmember McCandless. This is to approve the RFP to hire a search firm for the recruitment of a new City Manager.

The item was presented, and discussion followed.

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

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

NAYS (0): None

ABSENT (1): Councilmember Vaught

Item passes 6-0

RESOLUTIONS

1. 25-784 A resolution in support of the application for an affordable rental housing development known as Terrace Crossing, to the Missouri Housing Development Commission's nine percent housing tax credits and approving a waiver of building permit fees in the amount of \$50,001.00. **Item passes 5-1 Res. No. 7163**

This item was pulled by Councilmember Stewart.

Last year, the Council voted on a resolution in support of this project. The developer has asked that the City waive the building permit fees. This resolution would grant City staff to waive this fee. The fee is a little over \$90,000. The City has done this in other situations as an incentive package.

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

AYES (5): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Perkins, Councilmember Wiley

NAYS (1): Councilmember Stewart

ABSENT (1): Councilmember Vaught

Item passes 5-1

2. 25-785 A resolution in support of Mid-Continent Public Library acquiring a portion of city-owned property located at 111 East Maple Avenue for the relocation of the library's headquarters. **Item passes 6-0 Res. No. 7164**

This resolution was pulled by Councilmember Stewart.

This resolution allows the City to continue discussing the Mid-Continent Library's purchase of the land, including the amount to be purchased.

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

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

NAYS (0): None

ABSENT (1): Councilmember Vaught

Item passes 6-0

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing on 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. *Full Public Hearing.*

Director of Finance, Melissa Cabrera gave a presentation on this item. No other people came forward to speak.

25-076 **1R** 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. **1R Read**

2. A public hearing for the application to rezone the property at 201 E. Partridge Avenue from R-18/PUD, Medium Density Residential/Planned Unit Development, and C-1, Neighborhood Commercial, to C-1, Neighborhood Commercial. *New Information Only.*

Assistant Community Director, Rick Arroyo spoke on this item. The Planning Commission voted in favor of this rezoning on July 15th, 2025. This is to correct the zoning at 201 E. Partridge Ave, a 4-story building. The applicant wishes to get a building permit for a perimeter fence.

25-073 **2R** An ordinance approving a rezoning from District R-18/PUD (Moderate Density Residential/Planned Unit Development) and District C-1 (Neighborhood Commercial) to District C-1 (Neighborhood Commercial) for the property located at 201 E. Partridge Avenue. **2R Item passes 6-0 Ord. No. 19715**

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

NAYS (0): None

ABSENT (1): Councilmember Vaught

Item passes 6-0

3. A public hearing for the Special Use Permit application to operate a convenience

store at 11037 E. Winner Road. ***New Information Only.***

This was presented by Assistant Community Development Director, Rick Aroyo. The Planning Commission recommended this special use permit on July 15, 2025. This is for the sale of limited grocery items, pre-packaged foods and food that is prepared onsite. This location is within 500 feet of residential, which is why the special use permit is required.

25-074 2R An ordinance approving a Special Use Permit to operate a convenience store at 11037 East Winner Road, in Independence, Missouri. 2R
Item passes 6-0 Ord. No. 19716

Councilmember Perkins submitted an amendment to this ordinance. The amendments are listed as 5 through 9 under Section 2 of the ordinance. The applicant is in agreement with these modifications.

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

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

Vote to approve item

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

Item passes 6-0

4. A full public hearing for a Retail Selling of Intoxicating Liquor by the Drink for Pour Decisionz that will be located at 925 E. US 24 Hwy. ***Full Public Hearing.***

Tom Scannell, Director of Community Development presented this item. This is seeking a license to sell liquor by the drink. The establishment is within 300 feet of a residential area so council approval is required.

No other speakers came forward on this item.

Council action is requested on the application received from Pour Decisionz, LLC for Retail Selling of Intoxicating Liquor by the Drink for Pour Decisionz that will be located at 925 E. US 24 Hwy.

Councilmember Perkins said there have been no objections or concerns raised to the Council office on this item.

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

ABSENT (1): Councilmember Vaught

Item passes 6-0

ORDINANCES

1. 25-069 2R An ordinance authorizing the City Manager to accept a grant from Mid-America Regional Council in the amount of \$81,370 for the City's Senior Adult Nutrition Site Program for Fiscal Year 2025-2026, and execute the Community Center Services Agreement; making the necessary appropriations; authorizing future change orders for additional funding and/or time extensions; and, authorizing certain future appropriations. 2R **Item passes 6-0 Ord. No. 19717**

In 2024, there were 16,628 lunch meals served, 11,555 home-delivered frozen meals, and 305 boxes of supplemental food distributed, all from this grant.

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

NAYS (0): None

ABSENT (1): Councilmember Vaught

Item passes 6-0

2. 25-070 2R An ordinance authorizing acceptance of the 2025 Midwest High Intensity Drug Trafficking Area (HIDTA) Memorandum of Understanding (MOU) for the Kansas City / Overland Park DEA Task Force Initiative, and related documents, with the Kansas Bureau of Investigation, for a grant award in the amount of \$165,015.00; making the necessary appropriations; authorizing future change orders for additional funding and/or time extensions; and authorizing certain future appropriations. 2R **Item passes 6-0 Ord. No. 19718**

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

NAYS (0): None

ABSENT (1): Councilmember Vaught

Item passes 6-0

3. 25-071 2R An ordinance authorizing the acceptance of the 2025 Midwest High Intensity Drug Trafficking Area (HIDTA) Memorandum of Understanding (MOU) for the Investigative Support Center Initiative, and related documents, with the Kansas Bureau of Investigation, for a grant award in the amount of \$135,054.31; making the necessary appropriations; authorizing future change orders for additional funding and/or time extensions; and authorizing certain future appropriations. 2R **Item passes 6-0 Ord. No. 19719**

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

Item passes 6-0

4. 25-072 2R An ordinance amending Independence City Code Section 5.01.023
"License Denial, Suspension or Revocation". 2R **Item passes 6-0 Ord. No.
19720**

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

Item passes 6-0

5. 25-075 2R An ordinance approving a Final Plat for Little Blue Estates—Plat 1B
located on Quail Drive west of Jackson Drive in Independence, Jackson County,
Missouri. 2R **Item passes 6-0 ord. No. 19721**

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

Item passes 6-0

FIRST READING(S)

1. 25-077 1R 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. 1R **Read**
2. 25-078 1R An ordinance repealing Section 14-901 "HSQ District" and adding a new
Section 14-901 "HSQ District" of the Unified Development Ordinance. 1R **Read**
3. 25-079 1R 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. **1R Read**

4. 25-080 **1R** An ordinance approving a Special Use Permit to operate a bed and breakfast at 3417 S. Denton Road, in Independence, Missouri. **1R Read**
5. 25-081 **1R** 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. **1R Read**

INFORMATION ONLY

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

COUNCILMEMBER COMMENTS

Councilmember Fears talked about how busy the Council has been working on items for the City and hoped that everyone enjoyed Santa Caligon.

Councilmember Wiley met with citizens who have enrolled in the Citizens' Academy. Over the next seven weeks, they will get to have a behind-the-scenes look at how city government works.

She has observed the City Manager recruitment meetings. The meetings have been very productive. She thanked the city staff who took the time to fill out a survey for potential interview questions for the City Manager position. She thanked volunteers and organizers who helped with Santa Caligon. Last week she and Mayor Rowland attended a vigil for Deacon Robinson who was a Fort Osage high school student that died from an accidental fentanyl ingestion.

Councilmember McCandless discussed Google and AT&T coming through the city and laying fiber. Due to new fiber companies coming through, Comcast is seeing a reduction in service.

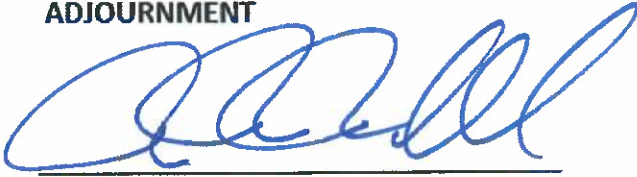
The city currently broadcasts meetings on City 7 through Comcast. She asked the City Manager to look at costs to move this channel to a company where more citizens can view it.

She and Councilmember Fears met with MODOT engineers regarding the intersection of 40 Hwy and I-470. They are looking at how to make this area more safe. Englewood Theater will be having a meeting on September 9th regarding the future of the theater.

Councilmember Perkins stated the meeting on September 9th at 6 p.m. at the Englewood Arts Center, is to discuss the feasibility study for the theater.

Mayor Rowland discussed the good weather during Santa Caligon.

ADJOURNMENT



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

ATTEST:



City Clerk



INDEPENDENCE
★ MISSOURI ★

A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

September 15, 2025 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

1. The invocation will be given by Zac Harmon-McLaughlin, Dean of Community of Christ Seminary

The invocation was given by Rev. Michael Jones.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

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

Jared Fears and Heather Wiley appeared via Teams.

PROCLAMATIONS

A proclamation for the anniversary of the Constitution was presented to Steven Sullins, Sons of the American Revolution.

CITIZEN REQUESTS

Rev. Michael Jones of Cornerstone Church spoke on the rezoning of his church.

Lucy Young spoke on the Noland Road CID and Wally's.

Michael Talcott spoke on Wally's.

Valerie Burns spoke on behalf of the Independence Chamber of Commerce regarding Wally's.

Leigh Phillips spoke on the future of City Hall.

CONSENT AGENDA

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

Items pulled for special consideration are items number 7, 9 and 15 pulled by Councilmember McCandless for special consideration.

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

NAYS (0): None

ABSENT (1): Councilmember Perkins

Consent Agenda passes 6-0, minus items pulled.

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**

This item was pulled by Councilmember McCandless. This is part of the scheduled maintenance for the park.

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

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

NAYS (0): None

ABSENT (1): Councilmember Perkins

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**

This item was pulled for special consideration by Councilmember McCandless. This is part of the Capital Improvement Program. All is within the budget and all are planned maintenance.

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

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

NAYS (0): None

ABSENT (1): Councilmember Perkins

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**

This item was pulled by Councilmember McCandless.

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

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

NAYS (0): None

ABSENT (1): Councilmember Perkins

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.**

Rick Arroyo, Assistant Community Development Director spoke on this item. The Planning Commission voted in favor of this amendment on July 29, 2025. This is a revision to our existing historic square standards that better aligns with the Square Master Plan. It provides guidelines for future development in the area.

No other speakers came forward.

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**

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

Item passes 6-0

2. 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.**

Rick Arroyo, Assistant Community Development Director spoke on this item. The Planning Commission voted in favor of this project on July 29, 2025. Rezoning of this area will allow the church to have a daycare center for 20 children or more in this building. Council has not received any correspondence from anyone opposed to this.

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**

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

NAYS (0): None

ABSENT (1): Councilmember Perkins

item passes 6-0

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

Rick Arroyo, Assistant Community Development Director, spoke on this topic. The Planning Commission voted in favor of this project on July 29, 2025. This will allow the applicant to run a bed and breakfast at this location. Council has not received any correspondence from anyone regarding this project.

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**

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

NAYS (0): None

ABSENT (1): Councilmember Perkins

Item passes 6-0

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

David Martin, Attorney with Gilmore Bell, along with developers, spoke on this topic, as well as Christopher Shank, who is the family representative for the Noland South Shopping Center. One is to update the existing 5-year budget to add additional improvements, which are internal and external improvements to the existing buildings. The second is related to amending the budget for the cooperative agreement.

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

Councilmember McCandless moved to amend the item. The amendment includes corrected numbers received from the County. Motion seconded by Councilmember Fears.

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

Amendment passes 6-0

Vote for item as amended:

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

Item passes 6-0

2. 25-077 **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**

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

Item passes 6-0

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**

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

NAYS (0): None

ABSENT (1): Councilmember Perkins

Item passes 6-0

FIRST READING(S)

1. 25-082 **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**

Councilmember McCandless moved to amend the item as presented. Motion seconded by Councilmember Fears. The proposed amended shall read as follows: "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%)."

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

NAYS (1): Mayor Rowland

ABSENT (1): Councilmember Perkins

Amendment passes 5-1

Item will be amended for the second reading.

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**

Michael Rubenstein from the Wally's Corporation was present to answer any questions

regarding this development. Councilmember Fears asked if they were seeking any kind of incentives. Mr. Rubenstein said they are considering incentives, but are not seeking city-backed guarantees.

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

Councilmember Stewart asked Community Development Director Tom Scannell to discuss businesses with 10 or more shopping carts needing to file a shopping cart plan with the city, and what the City is doing with those that do not comply with the ordinance requirement.

Councilmember Stewart also discussed the ordinance regarding individuals who solicit money for charitable organizations at intersections and the increasing number of people engaging in this practice. Interim Police Chief Petersen discussed the requirements for them to do this.

Councilmember Stewart confirmed with Deputy City Manager Lisa Reynolds that there is room for City Council meetings to take place on the first floor of the new City Hall if that needs to happen, but the resolution that is in place stating those meetings have to take place on the square would have to be rescinded.

Councilmember Wiley stated that she and Councilmember Perkins met with officials regarding the future of the animal shelter. The Animal Welfare Committee met for the first time today, and Councilmember Wiley discovered that a majority of the members have undergone volunteer training and will be volunteering at the animal shelter. She also attended the ribbon-cutting for the new 24-hour Emergency Room of Independence at the corner of 23rd and Lee's Summit Road. This will be a great addition to our City. She is currently at the Missouri Municipal League annual conference and has been learning about retail development, aging facilities, and building resilient communities.

Councilmember Vaiught took a moment to remember PO Blaize Madrid-Evans, who was taken

in the line of duty in 2021. She also gave an update of the Sonic at 35th and Noland Road. They have had many final inspections recently which indicates the opening date is fast approaching.

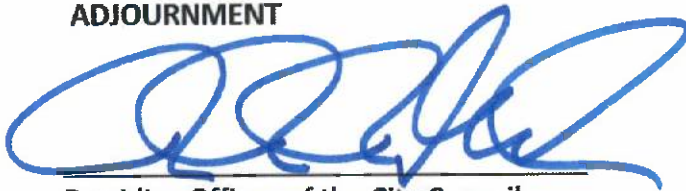
Councilmember McCandless also remembered PO Blaize Madrid-Evans and discussed an incident last week where an individual was shooting outside of this house then turned the gas on inside the house igniting an explosion in the house. She recognized the officers' work during that incident. She also discussed the IndepNow app available on cell phones to report issues and violations. She also discussed that Mid-America Regional Council is working on some modifications and processes to the regional 911 approach that will help the cell towers to ping a more accurate location of where you are making your call from. Councilmember McCandless also gave a warm welcome to the new HR Director, Carissa Smith.

Councilmember Fears added that he is also at the Missouri Municipal League Conference and is learning a number of things that will help with the governance of our city.

Mayor Rowland said he attended the wine fest on Saturday. The Independence Young Matrons had their 85th anniversary.

Deputy City Manager Lisa Reynolds said the City has received a response to the bid for the Chrysler and Kentucky over the Mill Creek bid. Hope to have it before the Council for a vote soon.

ADJOURNMENT



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



ATTEST:



City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute a construction contract with Louis-Company LLC, in an amount not to exceed \$3,596,546.82, for Crysler Ave. over Union Pacific Railroad Bridge (No. 542601-1) and E. Kentucky Rd. over Mill Creek Bridge (No. 542601-2) as part of the Bridges - GO Bond Project (No. 542601).

Recommendations:

Council approval is recommended.

Background:

There was 1 construction bid for this project:

<u>Contractor</u>	<u>Base Bid - Crysler Ave</u>	<u>Bid Alt 1 - Kentucky Rd.</u>	<u>Bid Alt 2 - Kentucky Rd.</u>
Louis-Company LLC	\$2,466,074.50	\$811,100.42	1,130,472.32

City Staff have determined that utilizing the "Bid Alt 2" for the Kentucky Rd. bridge rather than the "Bid Alt 1" is the best course of action. "Bid Alt 1" only reconstructs the top deck of the bridge, which would add an estimated 15-20 years of bridge life. However, "Bid Alt 2" replaces more of the bridge structure, which would add an estimated 40-50 years of bridge life. "Bid Alt 2" for the Kentucky Rd. bridge and the "Base Bid" for the Crysler Ave bridge combine to total the contract price of \$3,596,546.82.

Louis-Company LLC has successfully and satisfactorily completed similar construction projects for the Missouri Department of Transportation in the past. Their bid is recommended for approval of this contract.

The Crysler Ave. over Union Pacific Railroad Bridge Project (No. 542601-1) will complete necessary maintenance to reopen the bridge on Crysler Ave., located at the intersection of Winner Rd. and Crysler Ave.

The E. Kentucky Rd. Bridge over Mill Creek Bridge Project (No. 542601-2) will complete necessary maintenance to reopen the bridge on E. Kentucky Rd., located directly east of the intersection at E. Kentucky Rd. and N. Courtney Rd.

The GO Bond - Bridges Project (No. 542601) will track the use of GO Bond funds, approved by voters in April 2025, to complete bridge projects throughout the City.

A ten (10) percent contingency for future minor change orders and/or time extensions shall be authorized upon approval of this request.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$3,956,201.50, which includes a 10% contingency. Expenses for the GO Bond - Bridges Project (No. 542601) will be tracked and reimbursed through account 542601-C-0547054-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Management Analyst Crysler & Kentucky Bridge Projects Memo
2. Construction Contract - Louis-Company LLC - Crysler Ave and E. Kentucky Rd Bridge Project - No. 542601
3. Official Bid Tab Summary - ITB #25043 - Crysler Ave Bridge & E. Kentucky Rd Bridge - Project No. 542601-1 & 542601-2



MEMORANDUM

DATE: September 22nd, 2025
TO: Honorable Mayor & Members of the City Council
FROM: Andrew R. Frazier, Management Analyst
SUBJECT: E. Kentucky Rd & Crysler Ave Bridge Projects



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

On the Agenda before you is a consent item authorizing the City Manager to enter into an agreement with Louis-Company LLC for \$3,596,546.82. This contract covers repairs and renovation work on the Crysler Avenue and East Kentucky Road bridges (projects 542601-1 and 542601-2, respectively). These projects will be funded by the recent GO Bond. The scope of work includes mobilization, site preparation, removal of the existing bridge decks, deck reconstruction, sidewalk work, and all other related activities necessary for the project.

City staff have provided me with all relevant documentation under the bidding process, including verifying actions related to the bidding process. This agreement is satisfactory, and all parties have fulfilled their obligations as required.

In accordance with Section 34.040 of the Missouri Revised Statutes on Competitive Bidding and Chapter 8, Article 6 of the Independence Code, Municipal Services received only one bid after the project was published on the public purchase website for 30 days. The Municipal Services staff reviewed the firm's qualifications and decided to proceed with Louis-Company LLC's bid of \$3,596,546.82.

Louis-Company LLC is headquartered in Grain Valley, Missouri. They have provided professional references, personnel qualifications, a list of past projects similar in size and scope (to include MODOT), certificate documentation of authority allowing business in Missouri, OSHA Safety Program affidavit, and bid bond.

All bid documents have been reviewed, and I find no provision that would be considered harmful



or unacceptable to the City.

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

Respectfully,

A handwritten signature in black ink, appearing to read "Andrew R. Frazier".

Andrew R. Frazier, MPA,
Management Analyst

- C. Zachary Walker, City Manager
- Mike Jackson, Director of Municipal Services
- Susanne Holland, City Clerk

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of October of 2025, by and between the CITY OF INDEPENDENCE, MISSOURI, acting through the City Manager, thereunto duly authorized to do so, Party of the First Part and hereinafter called the Owner; and Louis-Company LLC, a Corporation of the State of Missouri, Party of the Second Part hereinafter called the Contractor, WITNESSETH:

THAT WHEREAS the Owner has caused to be prepared, in accordance with the law, specifications, plans and other contract documents for the work herein described, and has approved and adopted said documents, and has caused to be published in the manner for the time required by law, an advertisement for and in connection with the construction of items in accordance with the terms of this contract known as Crysler Ave & E. Kentucky Rd. Bridge Project (No. 542601-1&2) ; and,

Whereas the said Contractor, in response to such advertisement, has submitted to the Owner in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

Whereas the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the Proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest or best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's Proposal, a copy therefore being attached to and made a part of this contract agreement.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and it's successors, and the Contractor for itself or themselves, or it's, or their successors and assigns, or it's or their executors and administrators, as follows:

ARTICLE 1. That the Contractor shall

- a. furnish all tools, equipment, supplies, insurance, superintendence, transportation and other construction accessories, services and facilities;
- b. furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work;
- c. provide and perform the necessary labor and, in a good, substantial and workmanlike manner, in accordance with the general provisions and technical specifications of this contract, which are attached hereto and made a part hereof, and in conformity with the contract plans and specifications designated and identified therein;

- d. make payment of all wages in conformance with the official schedule of wage rates as determined by the Labor and Industrial Relations Commission of the Missouri Department of Labor and Industrial Relations, and in compliance with the Prevailing Wage Law of Missouri, all as set forth in the general provisions which are attached hereto and made a part hereof by reference, perform and observe all of the terms, agreements, requirements and conditions contained in the general provisions and technical specifications which are attached hereto and made a part hereof by reference;
- e. execute, construct and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal (or part thereof if Owner so elects).

ARTICLE 2. That the Owner shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, a sum (subject to change orders approved by the City Council) not to exceed Three million, Five Hundred Ninety Six Thousand, Five Hundred Forty Six and 82/100 Dollars (\$ 3,596,546.82) for all work covered by and included in the contract award and designated in the foregoing Article 1; payment thereof to be made in the manner provided in the general provisions hereto attached.

ARTICLE 3. That the Contractor shall start work on, or within ten (10) days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract, or on a subsequent date designated and authorized by the Owner in said order, and that the Contractor shall complete said work within 60/120 consecutive calendar days from and after the date of, or subsequent date authorized in, said order by the Owner to proceed.

ARTICLE 4. This Contract Agreement shall be governed by the laws of the State of Missouri. The Owner and the Contractor agree that performance of this Contract Agreement will be deemed to have occurred in the State of Missouri and that Contractor's performance under this Contract Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract Agreement 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.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year

first above written.

CITY OF INDEPENDENCE MISSOURI

Party of the First Part (Owner)

By _____
Zachary Walker, City Manager

ATTEST:

Susanne Holland, City Clerk

Party of the Second Part
(Contractor)

By _____

SEAL:

Address

ATTEST:

City & State

Corporate Secretary

The foregoing contract and bond(s) are in due form according to law and are hereby approved.

ATTORNEY FOR OWNER:

Jeremy Cover, City Counselor

Invitation to Bid #25043 - Bid Tabulation Summary**E. Kentucky Rd & Crysler Ave Bridges****City Project No. 542601****11-Sep-25**

<u>Contractor</u>	<u>Crysler Ave Bridge</u>	<u>E. Kentucky Rd Bridge - ALT 1</u>	<u>E. Kentucky Rd Bridge - ALT 2</u>	<u>Bid Total</u>
Louis-Company LLC	\$ 2,466,074.50	\$ 811,100.42	\$ 1,130,472.32	\$ 4,407,647.24

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute a construction contract with Abay Construction, Inc., for an amount not to exceed \$829,206 for the 6" Water Main Replacement along E. Rankin Rd. and Bellevista Dr. Project (no. C26-126-401301) as part of the Water Main Replacement Program (No. 9749).

Recommendations:

Council approval is recommended.

Background:

There were 4 construction bids for this project:

<u>Contractor</u>	<u>Bid Total</u>
Abay Construction, Inc.	\$829,206.00
I-Solutions	\$910,000.00
Linaweaver Construction, Inc.	\$924,500.00
Griggs Construction	Incomplete

Ababy Construction, Inc. has successfully and satisfactorily completed similar projects for the City in the past. Their bid is being recommended for this contract. This project will replace approximately 2950 ft of 6" water main along E. Rankin Rd and Bellavista Dr., and install approximately 1230 ft of copper service line.

A ten (10) percent contingency for future minor change orders and/or time extensions shall be authorized upon approval of this request. This is a budgeted capital project expense.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$912,126.60, which includes a 10% contingency. Funding for the Water Main Replacement Program (No. 9749) is included in the FY 26 budget, on page number 193, in account number 9749-C-0417041-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Official Bid Tab Summary - ITB #25046 - 6 in Water Main Replacement - E Rankin Rd. and Bellavista Dr- Project No. C26-126-401301
2. Construction Contract - Abay - Water Main Replacement - E. Rankin Rd and Bellavista

Invitation to Bid: #25046- Bid Tabulation Summary Project Title: 6" Water Main Replacement E Rankin Rd and Bella Vista Dr City Project No.: C26-126-401301 Date: 9/15/2025	
<u>Contractor</u>	<u>Bid Total</u>
Abay Construction, Inc.	\$ 829,206.00
I-Solutions	\$ 910,000.00
Linaweaver Construction, Inc	\$ 924,500.00
Griggs Construction	Incomplete Bid

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of October of 2025, by and between the CITY OF INDEPENDENCE, MISSOURI, acting through the City Manager, thereunto duly authorized to do so, Party of the First Part and hereinafter called the Owner; and
Abay Construction,
a Corporation of the State of Missouri, Party of the Second Part hereinafter called the Contractor, WITNESSETH:

THAT WHEREAS the Owner has caused to be prepared, in accordance with the law, specifications, plans and other contract documents for the work herein described, and has approved and adopted said documents, and has caused to be published in the manner for the time required by law, an advertisement for and in connection with the construction of items in accordance with the terms of this contract known as 6" Water Main Replacement - E. Rankin Rd and Bellevista Dr - C26-126-401301; and,

Whereas the said Contractor, in response to such advertisement, has submitted to the Owner in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

Whereas the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the Proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest or best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's Proposal, a copy therefore being attached to and made a part of this contract agreement.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and it's successors, and the Contractor for itself or themselves, or it's, or their successors and assigns, or it's or their executors and administrators, as follows:

ARTICLE 1. That the Contractor shall

- a. furnish all tools, equipment, supplies, insurance, superintendence, transportation and other construction accessories, services and facilities;
- b. furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work;
- c. provide and perform the necessary labor and, in a good, substantial and workmanlike manner, in accordance with the general provisions and technical specifications of this contract, which are attached hereto and made a part hereof, and in conformity with the contract plans and specifications designated and identified therein;

- d. make payment of all wages in conformance with the official schedule of wage rates as determined by the Labor and Industrial Relations Commission of the Missouri Department of Labor and Industrial Relations, and in compliance with the Prevailing Wage Law of Missouri, all as set forth in the general provisions which are attached hereto and made a part hereof by reference, perform and observe all of the terms, agreements, requirements and conditions contained in the general provisions and technical specifications which are attached hereto and made a part hereof by reference;
- e. execute, construct and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal (or part thereof if Owner so elects).

ARTICLE 2. That the Owner shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, a sum (subject to change orders approved by the City Council) not to exceed Eight hundred Twenty Nine Thousand, Two Hundred Six and 00/100 Dollars (\$ \$829,206) for all work covered by and included in the contract award and designated in the foregoing Article 1; payment thereof to be made in the manner provided in the general provisions hereto attached.

ARTICLE 3. That the Contractor shall start work on, or within ten (10) days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract, or on a subsequent date designated and authorized by the Owner in said order, and that the Contractor shall complete said work within (120) consecutive calendar days from and after the date of, or subsequent date authorized in, said order by the Owner to proceed.

ARTICLE 4. This Contract Agreement shall be governed by the laws of the State of Missouri. The Owner and the Contractor agree that performance of this Contract Agreement will be deemed to have occurred in the State of Missouri and that Contractor's performance under this Contract Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract Agreement 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.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year

first above written.

CITY OF INDEPENDENCE MISSOURI

Party of the First Part (Owner)

By _____
Zachary Walker, City Manager

ATTEST:

Susanne Holland, City Clerk

Party of the Second Part
(Contractor)

By _____

SEAL:

Address

ATTEST:

City & State

Corporate Secretary

The foregoing contract and bond(s) are in due form according to law and are hereby approved.

ATTORNEY FOR OWNER:

Jeremy Cover, City Counselor

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve an emergency construction contract with, and issue a purchase order to, TC Fuller, for an amount not to exceed \$209,670 as part of the Sanitary Sewer Main Relocation from Streambanks Project (No. 302203-3).

Recommendations:

Council approval is recommended.

Background:

Following the historic rainfall in July 2025, a sanitary aerial crossing over Rock Creek near 1220 S. Brookside Ave. was washed out. Sanitary service has been temporarily restored utilizing a rented bypass pump.

Burns & McDonnell was contracted to provide design plans for the repair of this aerial crossing. These plans include clearing, installation of new pipe and supports, and restoration. City Staff distributed these plans for pricing by four contractors who have on-call cooperative contracts: TC Fuller, Wiedenmann, SheDigs It, and Havens.

The lowest quote of \$209,670 was provided by TC Fuller, who can also begin repairs to this site promptly. Their quote is being recommended to complete this emergency sanitary repair through a cooperative contract with Johnson County, Kansas (Contract No. 2023-045).

Purchases under cooperative agreements are authorized by Section 8.06.004, Paragraph 5, of the Independence City Code, which states that when cooperative bids or contracts are used, they must first have been established pursuant to generally accepted governmental purchasing practices.

A ten (10) percent contingency for future minor change orders and/or time extensions shall be authorized upon approval of this request.

This is a budgeted capital project that is being expedited because of the system failure that occurred during the July storms.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$230,637, which includes a 10% contingency. Funding for the Sanitary Sewer Main Relocation from Streambanks Project (No. 302203) is included in the FY 25 budget, on page number 203, in account number 302203-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. 2023-045 On-Call Infrastructure Repairs Renewal No. 1 (TC Fuller)
2. Pricing Quote - TC Fuller - Emergency - SS Main Relocate - No. 302203-3

MODIFICATION OF CONTRACT
JOHNSON COUNTY, KANSAS

1. Contract Renewal No. 1 Effective Date: 1/01/2025	2. Contract No.: 2023-045 Effective Date: 1/01/2024
3. Purchasing Administrator: Megan Wasek Telephone Number: 913.715.0591 E-Mail: Megan.Wasek@jocogov.org	5. Contractor-Name and address: TC Fuller Construction LLC 4601 E. Douglas Avenue, Suite 150 Wichita, KS 67218 tina@tcfullerconstruction.com
4. Issued By: Johnson County, Kansas Financial Management and Administration, Purchasing Division County Administration Building 111 South Cherry Street, Suite 2400 Olathe, KS 66061-3486 913-715-0525	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the written modification. A final copy will be available when all signatures are obtained and should be attached to the original contract.	
7. DESCRIPTION OF MODIFICATION: Pursuant to Paragraph 8.15 of the above-referenced Contract, the County hereby exercises its option to renew for a twelve (12) month period, with an effective date of 1/01/2025 and ending on 12/31/2025 (Renewal No. 1 of 4). The parties agree that all other terms and conditions of the Contract shall remain in full force and effect. Billing Rates & Percentage Markups for this renewal term is hereby amended as attached.	
8. Contractor's Signature  Tina Fuller (11/27/2024 13:41 CST) Name _____ Owner _____ Title _____ 11/27/2024 _____ Date _____	9. Johnson County, Kansas By:  Robin Lyles (12/02/2024 12:16 CST) Purchasing Manager _____
10. Distribution: Original - Bid File Copies - Departments as applicable	This day <u>12/02/2024</u>

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS						
TC FULLER CONSTRUCTION SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS						
Form 6 Cost Proposal Labor & Markups	BILLING RATE (\$/Hr) ¹					
	Initial Contract Term (2024)			Renewal No. 1 Term (2025)		
Table 6-1 Labor Billing Rates	Regular	Overtime ²	Premium ³	Regular	Overtime ²	Premium ³
Management, Supervision, Engineering:						
Project Manager/Project Engineer	\$ 102.00	\$ 153.00	\$ 192.00	\$ 104.00	\$ 156.00	\$ 196.00
Project Supervisor/Superintendent	\$ 93.43	\$ 123.48	\$ 153.53	\$ 95.43	\$ 125.48	\$ 155.53
Foreman	\$ 93.43	\$ 123.48	\$ 153.53	\$ 95.43	\$ 125.48	\$ 155.53
Documents Coordinator	\$ 55.00			\$ 55.00		
Restoration/Landscape Project Manager/Project Engineer						
Restoration/Landscape Project Supervisor/Superintendent						
Restoration/Landscape Foreman						
Construction Trades:						
Equipment Operator	\$ 86.57	\$ 115.00	\$ 143.43	87.12	116.10	145.62
Apprentice	N/A	N/A	N/A	N/A	N/A	N/A
Laborer	\$ 72.10	\$ 95.90	\$ 120.00	73.35	98.15	123.84
Truck Driver/Hauler/Teamster	\$ 71.46	\$ 94.92	\$ 118.37	75.12	101.17	120.47
Restoration/Landscape Laborer	\$ 60.00	\$ 90.00	\$ 120.00	60.00	90.00	120.00
Additional Labor Rates (Optional):						
Pipefitter - Journeyman	\$ 102.26	\$ 157.34	\$ 217.51	102.26	157.34	217.51
Carpenter - Journeyman	\$ 87.62	\$ 123.64	\$ 161.85	90.12	126.74	161.85
Cement Finisher - Journeyman	\$ 81.49	\$ 106.33	\$ 129.16	81.49	108.94	142.28
Cement Finisher - Lead Finisher	\$ 82.90	\$ 108.44	\$ 133.96	82.90	113.94	145.58
Cement Finisher- Foreman	\$ 93.43	\$ 123.48	\$ 153.53	95.43	125.48	155.53
Ironworker - Superindendent	\$ 113.27	\$ 149.19	\$ 188.28	113.27	149.19	188.28
Ironworker - General Foreman	\$ 111.02	\$ 145.87	\$ 183.77	111.02	145.87	183.77
Ironworker - Foreman	\$ 108.78	\$ 142.54	\$ 179.28	108.78	142.54	179.28
Lead Journeyman Ironworker	\$ 105.78	\$ 138.12	\$ 173.29	105.78	138.12	173.29
Journeyman Ironworker	\$ 103.52	\$ 134.79	\$ 168.78	103.52	134.79	168.78
Apprentice Ironworker	\$ 89.56	\$ 114.28	\$ 139.79	89.56	114.28	139.79

¹Refer to RFP General Requirements, Measurement and Payment for what is included in the Billing Rates

²Defined as hours in excess of regular daily or weekly work hours - not reimbursable unless negotiated in advance with JCW

³Premium rates are defined as emergency or holiday hours, and must be pre-approved by JCW

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS		
TC FULLER CONSTRUCTION SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS		
Contract Markups:	Initial Term	Renewal No. 1 Term
Table 6-2 - Overhead & Profit ¹	(2024)	(2025)
Subtotal 1: Less than \$100,000	10%	10%
Subtotal 1: \$100,001 - \$500,000	12%	12%
Subtotal 1: \$500,001+	15%	15%
Table 6-3 - General Contractor Markup on Subcontractor Work ²		
Line F:	10%	10%
Table 6-4 - Bonds & Insurance ³		
Subtotal 4: Less than \$100,000	6.5%	6.5%
Subtotal 4: \$100,001 - \$500,000	6.5%	6.5%
Subtotal 4: \$500,001+	6.5%	6.5%
Table 6-5 - Johnson County Purchasing Card Charges ⁴		
Decimal Percent Charge for Use of P-Card	Not accepted	Not accepted

¹Markup shall be multiplied by Subtotal 1. Subtotal 1 is defined as the cost of wastewater equipment, materials incorporated into the work, contractor's labor, and contractor's equipment costs to perform the work. This does not include markups on subcontractor or preferred subcontractor work.

²Markup shall be multiplied by the sum of the costs of all subcontractors on the project (both Preferred Subcontractors and other subcontractors).

³Markup shall be multiplied by Subtotal 4, which is defined as the sum of Subtotals 2 and 3.

⁴For small expenditures (generally under \$10,000), JCW may elect to pay by Purchasing Card (P-Card). If your firm charges a markup for P-Card use, it must be documented here. If your firm does not, mark 0%.

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS														
TC FULLER CONSTRUCTION SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS														
Form 7 - Equipment	BILLING RATE ¹													
	Initial Contract Term (2024)							Renewal No. 1 Term (2025)						
	Mobilization Charge	Hourly Active	Daily Active	Weekly Active	Weekly Standby	Monthly Active	Monthly Standby	Mobilization Charge	Hourly Active	Daily Active	Weekly Active	Weekly Standby	Monthly Active	Monthly Standby
Table 7-1 Contractor's Equipment Billing Rates EQUIPMENT TYPE AND SIZE														
Large Excavator (greater than 45,000 lbs)	\$ 1,400.00	\$ 268.00	\$ 2,140.00	\$ 7,700.00	\$ 4,500.00	\$ 24,500.00	\$ 11,700.00	\$ 1,500.00	\$268.00	\$2,140.00	\$7,700.00	\$4,500.00	\$24,500.00	\$11,700.00
Medium-Sized Excavator (20,000 lbs to 45,000 lbs)	\$ 1,000.00	\$ 121.00	\$ 970.00	\$ 3,500.00	\$ 1,900.00	\$ 11,300.00	\$ 4,900.00	\$ 1,100.00	\$121.00	\$970.00	\$3,500.00	\$1,900.00	\$11,300.00	\$4,900.00
Small Excavator (20,000 lbs or less)	\$ 1,000.00	\$ 72.00	\$ 575.00	\$ 1,990.00	\$ 990.00	\$ 6,600.00	\$ 2,600.00	\$ 1,000.00	\$72.00	\$575.00	\$1,990.00	\$990.00	\$6,600.00	\$2,600.00
Lull/Telehandler/Shooting Boom Forklift (8,000 lbs to 9,000 lbs)	\$ 1,000.00	\$ 109.00	\$ 873.00	\$ 2,644.00	\$ 1,644.00	\$ 7,749.00	\$ 3,749.00	\$ 1,000.00	\$109.00	\$873.00	\$2,644.00	\$1,644.00	\$7,749.00	\$3,749.00
Skid Loader (bobcat)	\$ 1,000.00	\$ 86.00	\$ 690.00	\$ 2,710.00	\$ 1,350.00	\$ 8,600.00	\$ 3,800.00	\$ 1,000.00	\$86.00	\$690.00	\$2,710.00	\$1,350.00	\$8,600.00	\$3,800.00
Dump Truck (Tandem Axle) - 4 hour minimum	N/A	\$ 60.38	\$ 483.00	\$ 12,168.00	\$ 11,000.00	\$ 48,160.00	\$ 44,000.00	N/A	\$60.38	\$483.00	\$12,168.00	\$11,000.00	\$48,160.00	\$44,000.00
Track Loader	\$ 1,400.00	\$ 325.00	\$ 2,598.00	\$ 7,771.00	\$ 5,091.00	\$ 20,770.00	\$ 11,570.00	\$ 1,400.00	\$325.00	\$2,598.00	\$7,771.00	\$5,091.00	\$20,770.00	\$11,570.00
Rubber Tire Backhoe	\$ 1,400.00	\$ 139.00	\$ 1,108.00	\$ 2,992.00	\$ 2,352.00	\$ 7,746.00	\$ 5,346.00	\$ 1,400.00	\$139.00	\$1,108.00	\$2,992.00	\$2,352.00	\$7,746.00	\$5,346.00
Wheel Loader	\$ 1,400.00	\$ 166.00	\$ 1,330.00	\$ 6,300.00	\$ 3,500.00	\$ 19,800.00	\$ 10,200.00	\$ 1,400.00	\$166.00	\$1,330.00	\$6,300.00	\$3,500.00	\$19,800.00	\$10,200.00
Pump with Generator	N/A	\$ 65.00	\$ 520.00	\$ 2,600.00	\$ 2,300.00	\$ 10,400.00	\$ 10,100.00	N/A	\$65.00	\$520.00	\$2,600.00	\$2,300.00	\$10,400.00	\$10,100.00
Pickup with Tools	N/A	\$ 30.00	\$ 240.00	\$ 1,200.00	N/A	\$ 4,800.00	N/A	N/A	\$30.00	\$240.00	\$1,200.00	N/A	\$4,800.00	N/A
Truck (2 ton or equal)	N/A	\$ 36.00	\$ 288.00	\$ 1,440.00	N/A	\$ 5,760.00	N/A	N/A	\$36.00	\$288.00	\$1,440.00	N/A	\$5,760.00	N/A
Trailer	N/A	\$ 12.25	\$ 98.00	\$ 233.00	\$ 233.00	\$ 528.00	\$ 528.00	N/A	\$12.25	\$98.00	\$233.00	\$233.00	\$528.00	\$528.00
Air Compressor and Jackhammer	N/A	\$ 49.00	\$ 392.00	\$ 1,960.00	\$ 1,600.00	\$ 7,840.00	\$ 7,500.00	N/A	\$49.00	\$392.00	\$1,960.00	\$1,600.00	\$7,840.00	\$7,500.00
Trench Shoring	\$ 1,000.00	\$ 38.50	\$ 308.00	\$ 1,540.00	\$ 1,540.00	\$ 6,160.00	\$ 6,160.00	\$ 1,000.00	\$38.50	\$308.00	\$1,540.00	\$1,540.00	\$6,160.00	\$6,160.00
Additional Equipment (Optional)														
Hydraulic Breaker - large excavator	N/A	\$ 230.00	\$ 1,380.00	\$ 4,140.00	\$ 4,140.00	\$ 2,139.00	\$ 2,139.00	N/A	\$230.00	\$1,380.00	\$4,140.00	\$4,140.00	\$2,139.00	\$2,139.00
Hydraulic Breaker - medium excavator	N/A	\$ 145.00	\$ 870.00	\$ 2,610.00	\$ 2,610.00	\$ 7,830.00	\$ 7,830.00	N/A	\$145.00	\$870.00	\$2,610.00	\$2,610.00	\$7,830.00	\$7,830.00
Hydraulic Breaker - small excavator	N/A	\$ 72.00	\$ 576.00	\$ 1,728.00	\$ 1,728.00	\$ 5,010.00	\$ 5,010.00	N/A	\$72.00	\$576.00	\$1,728.00	\$1,728.00	\$5,010.00	\$5,010.00
Hydraulic Breaker for Skid Loader	N/A	\$ 222.00	\$ 557.00	\$ 1,671.00	\$ 5,013.00	\$ 2,067.00	\$ 2,067.00	N/A	\$222.00	\$557.00	\$1,671.00	\$5,013.00	\$2,067.00	\$2,067.00
Concrete Pump Truck - 61 Meter - 4 hr. minimim	\$ 200.00	\$325/hr + \$3.50/yd.	N/A	N/A	N/A	N/A	N/A	\$230.00	\$360+3.50yd	N/A	N/A	N/A	N/A	N/A

¹Refer to RFP General Requirements, Section 4 - B.3 - Measurement and Payment, for a list of all that is included in Contractor Equipment Rates.

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS		
TC FULLER CONSTRUCTION SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS		
Table 8-1 - Call Out Fee Cost Structure Rates	Call Out Fee	
Callout Timeframe	Initial Term (2024)	Renewal No. 1 Term (2025)
Called out during a normal work shift, immediate response ¹	\$ 435.00	\$ 460.00
Called out after normal work shift ²	\$ 555.00	\$ 585.00
Called out during the weekend ³	\$ 555.00	\$ 585.00
Call out during a Holiday ⁴	\$ 675.00	\$ 700.00

¹Contractor normal work shift is defined as Monday, Tuesday, Wednesday, Thursday, Friday from 8:00 am – 5:00 pm. This fee only applies if Contractor work crew is required to pull off an active job during a normal work shift to respond and mobilize to an unplanned or emergency project. A notification during Contractor's normal workday that can be scheduled to fit into the Contractor's work schedule will be billed under the standard Time & Material rates and no Call-Out fee will be applied.

²This fee applies when Contractor is required to respond and mobilize to a new unplanned project site after the workday is over, or immediately after the shift ends, or on a non-workday.

³This fee applies when Contractor is required to respond and mobilize outside of the normal work week (Friday after 5:00 pm through Monday at 8:00 am)

⁴This fee applies when Contractor is required to respond and mobilize



Proposal

From: TC Fuller Construction
35702 E State Route B
Garden City, MO 64747 USA
Contact: Charlie Fuller
Phone: 816-564-6519
Email: charlie@tcfullerconstruction.com

Project: ROCK CREEK SEWER
REHABILITATION
Description: REPLACE SANITARY LINE AND
FOOTINGS IN CREEK
Bid Location:
Bid Date: 09/12/2025
Revision Date:
Contract #: Lisa O Dell

To: City of Independence
Contact: Lisa ODell
Email: lodell@indepmo.org

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
01 EXCAVATION AND CLEARING	1.000	LS	\$57,179.05	\$57,179.05
02 FORM AND POUR NEW FOOTINGS	1.000	LS	\$74,188.16	\$74,188.16

Proposal

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
03 INSTALL NEW PIPE AND INSTALL INCASEMENT	1.000	LS	\$39,382.32	\$39,382.32
4 RESTORATION	1.000	LS	\$38,920.59	\$38,920.59
			TOTAL BID:	\$209,670.12

Project Comments

- We havед include the following
- Material and Labor
- We have not included the following items
- Bonds

Signature: _____

Name and Date

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve a design services contract and issue a purchase order to Affinis Corp for an amount not to exceed \$540,481.09 as part of the 23rd Street Complete Streets, Phase 3 Project (No. 112111-3).

Recommendations:

Council approval is recommended.

Background:

Approval of this item will authorize the City Manager to direct staff to enter into a design contract with and issue a purchase order to, Affinis for an amount not to exceed \$540,481.09

The City has been awarded federal funding from the Mid-America Regional Council (MARC), which includes \$1,000,000 in Transportation Alternatives Program (TAP) and \$1,000,000 in Carbon Reduction Program (CRP) funds, to support the 23rd Street Complete Streets (Phase 3 - Speck Rd to Jackson Dr) Project (No. 112111-3). The project will implement the City's Complete Streets policy and include the addition of ADA-compliant sidewalks and ramps, shared use or other multi-modal pathways, pedestrian signal improvements, and new green infrastructure along 23rd Street from Speck Rd. to Jackson Dr.

In April 2025, City Staff issued a request for proposals (RFP #25015) for engineering firms to prepare preliminary engineering plans with a strip map, right-of-way plans, legal descriptions, final plans, and bid documents for this project.

Staff received proposals from the following firms:

- Affinis Corp
- Cook, Flatt & Strobel
- Veenstra & Kimm

After review of the proposals and approval from the Missouri Department of Transportation (MoDOT), staff selected Affinis Corp to perform this work. Staff has negotiated a scope and fee not to exceed \$540,481.09.

A ten (10) percent contingency for future minor change orders and/or time extensions shall be authorized upon approval of this request.

This is a budgeted capital project expense.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$594,529.09, which includes a 10% contingency. Funding for the 23rd Street Complete Streets Project (No. 112111) is included in the FY 26 budget, on page number 192, in account number 112111-C-0517051-5406.

Council Action:

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

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Scope of Service - Affinis - 23rd Street Complete Streets - Phase 3 - No. 112111-3
2. Design Contract - Affinis - 23rd Complete Streets Phase 3 - No. 112111-3
3. 23rd Street Complete Streets - Phase 3 - Project Location

EXHIBIT A
SCOPE OF SERVICES
23rd Street (M-78) Complete Streets Phase 3
(Speck Road to Jackson Avenue)

Project Description:

The Consultant herein referred to as, The Engineer, shall provide engineering services necessary for the design, permitting, bidding, and construction phases of the project. The Engineer will prepare preliminary engineering plans with a strip map, right-of-way plans and legal descriptions, final plans, and bid documents for the following improvements:

The project includes construction of new ADA compliant sidewalks and ramps, dedicated bike lanes or shared use path, curb & gutter, push button pedestrian signals, transit stop improvements, retaining walls, storm drainage improvements, new green infrastructure, and landscaping along 23rd Street (M-78) from M-291 to Speck Road.

Design Criteria:

The design criteria used by the Engineer shall include but not be limited to the latest editions, supplements, and revisions of the following publications:

- a) City design criteria, standard specifications, Design and Construction manual, and standard drawings
- b) KCMETRO APWA design guidance sections 5200, 5300, 5600, Storm Drainage BMP Manual, and related documents
- c) Missouri Department of Transportation (MoDOT) design criteria (available from their website)
- d) MoDOT's Local Public Agency Manual (must meet the requirements in the Manual)
- e) MARC Local Bikeway Best Practices
- f) AASHTO Guide for Development of Bicycle Facilities, latest edition
- g) AASHTO Roadside Design Guide, latest edition
- h) Americans with Disabilities Act Guidelines (ADAAG and PROWAG)
- i) FHWA Policies and Criteria
- j) Manual on Uniform Traffic Control Devices (MUTCD)
- k) Missouri Department of Natural Resources (MDNR)

Scope of Services:

Engineer Responsibilities: The Engineer will be responsible for the following:

- a. Prepare exhibits and handouts for an open house public meeting based on preliminary/right-of-way plans.
- b. Attend one open house public meeting and one stakeholder meeting.
- c. Compile a written summary of the public comments received at the public meeting.
- d. Handle all utility coordination.
- e. Provide City with construction sequencing plan and MOT plan that minimizes traffic problems.
- f. Assist the City with MoDOT LPA coordination regarding design standards and plan reviews.
- g. Request 78 Highway record drawings from MoDOT.
- h. Coordination with the City and regulatory agencies.
- i. Determine the number of easements required to be obtained by the City.
- j. Easement and right-of-way property descriptions, (w/ tract map and legal descriptions).

- k. Bid documents including technical specifications and special provisions.
- l. Itemized construction quantities.
- m. Estimated construction cost.

Client Responsibilities: The City will be responsible for the following:

- a. Easement acquisitions from property owners.
- b. Administration of the construction contract.
- c. Providing construction administration and observation.
- d. Notifications for public meetings and scheduling and accommodations for meeting.

Deliverables:

- a. Three (3) sets of half-size (11"x17") working drawings for each plan submittal shall be provided to the City for their use. A complete set of plans on bond, along with the electronic CAD files and a set of compressed PDF files, shall be provided to the City at the time of construction bidding. The Engineer is to provide the City with an opinion of the construction costs at the Preliminary/Right-of-Way Design Plans stage and the Final Design Plans stage. The approximate general schedule for the project is as follows:

i. Notice to Proceed	by July 11, 2025
ii. Preliminary Engineering Plans to City & MoDOT	by September 2025
iii. Public Meeting No. 1	by December 2025
iv. Right of way plans to City & MoDOT	by April 2026
v. Legal Descriptions to City	by May 2026
vi. Final Plans to the City & MoDOT	by August 2026
vii. Final Plans and Bid Documents complete	by December 2026

Project to be advertised in Spring 2027 with a summer 2027 Construction start.

1. **Survey & Staking:** The Engineer will be responsible for ground surveying the project for design. This will include references to USGS benchmarks, section corner references, and property control. Property control shall include establishing the existing right-of-way along the project. Out-of-pocket expenses for obtaining property descriptions or title information, will be reimbursed by the City, provided the City's contacted vendor is used. The Engineer shall submit to the City for its approval the title information it will be requesting from the title company prior to ordering the title work.

The City shall supply the Engineer/surveyor with benchmark records as near to the project location as possible. The Engineer/surveyor shall set any other needed permanent benchmarks for the project.

- a. The surveyor will be responsible for the following:
 - i. Notify property owners and business owners prior to field survey.
 - ii. Recover section corners and existing ROW monumentation.
 - iii. Recover ROW monumentation of intersecting streets.
 - iv. Locate culverts, pipes, headwalls, manholes, and inlets.
 - v. Perform topographic survey of entire project area needed for design of the project, including size and species of trees 3 inches in diameter and larger, shrubs, bushes, landscaping, and property pins. Surveying should extend 200 linear feet beyond the beginning and end of the project.
 - vi. Where there is a group of trees, show the outside limits and label the number, size, and species type within the limits.

- vii. Contact Missouri One Call for locates of existing utilities and tie them into the topographic survey. Include sizes of utility lines.
- viii. Establishing existing ROW lines.
- ix. All proposed structures or improvements shall be located by station and offset or their coordinate values on the final plans. There shall be a note as to the exact point(s) being located for each type of structure or improvement on the final plans.
- x. Obtaining the last deeds of records for all tracts on the project corridor (45 properties) and the ownership/encumbrance reports for up to 10 properties at an estimated cost of \$500 each.

The Engineer will send out Utility Initial letter to utilities identified by Missouri One-Call and create a utility roster with name, address, phone number, and email (if possible) for each utility owner. Copies of available atlas data will be obtained and utilities will be contacted to get response from letter.

Easement staking requested by utilities or other entities is NOT included in this basic scope of services and shall be considered an additional service.

The construction contractor will be required to provide construction staking for the project. However, the Engineer may contract with the general contractor to perform construction staking. All vertical datum must be NAVD88 datum.

Geotechnical Investigation: Provide geotechnical investigations at rock benching locations, retaining wall locations, and any new storm sewer structures. MOT plan shall be supplemented showing boring locations and anticipated lane closures, if any.

Testing: Subsurface testing is not expected for this project.

2. **Preliminary Engineering & Plans**

Design and Plan Production: The Engineer will design plans for the project using the City Design and Construction Manual design criteria and the Missouri Department of Transportation design standards. The project will be designed using English units. The plans must contain survey baseline tie references for the contractor's use.

a. Project Meetings:

- i. Schedule and attend one (1) kick-off meeting and site visit with the City and MoDOT at the beginning of the project. Schedule and attend one (1) site visit with the City after preliminary design to review design issues.
- ii. The Engineer will prepare an agenda and meet at least once a month with the city to discuss the project and take minutes of the meeting. A typed copy of the minutes shall be supplied to the City within 4 days of the meeting. During the monthly meetings when needed, other agencies will be invited to attend. Three (2) progress meetings are estimated during the preliminary plan phase.
- iii. The Engineer shall prepare exhibits and handouts and attend one (1) open house public meeting for the project based upon the preliminary plans.
- iv. The Engineer shall send out Utility Notice No. 1 to confirm the preliminary plans show the utilities correctly. Schedule and attend one utility coordination meeting during preliminary design. The Engineer shall prepare correspondence to all utility companies during the design and will provide two (2) sets of half-size (11"x17") colored plans to utilities prior to

and at the completion of the preliminary plans.

- b. Prepare preliminary design and preliminary plans.
 - i. Design elements include:
 - 1. Sidewalk layout.
 - 2. ADA ramps at intersections (10 locations).
 - 3. Retaining wall layouts.
 - 4. Driveway modifications.
 - 5. Determine drainage modifications to existing improvements
 - 6. Layout preliminary green infrastructure and landscaping.
 - 7. Pedestrian signal layouts at two (2) intersection.
 - 8. Preliminary right-of-way or easement requirements.
 - 9. Preliminary construction cost estimate.
 - ii. Prepare preliminary plans including:
 - 1. Title Sheet, including utility contacts
 - 2. General Notes and Abbreviation Sheet
 - 3. Typical Sections
 - 4. Survey Reference Points Sheet
 - 5. Plan Sheets
 - a. 1" = 20' Scale Plans; 1" = 5' Scale Profiles
 - b. North Arrow to the right or up on the sheet.
 - c. Plans must be readable at half scale.
 - d. Show sidewalk layout, retaining wall locations, and drainage improvements.
 - 6. Preliminary landscaping layout
 - 7. Pedestrian signals
 - 8. Cross Sections
 - a. 1" = 5' Scale, Horizontal and Vertical
 - b. At intervals of 25'
 - c. Driveway profiles included
- c. Prepare opinion of preliminary construction costs (OPCC), including a 20% contingency.
- d. Perform quality assurance/quality control (QA/QC) review of preliminary plans and OPCC.
- e. Prepare and submit three (3) sets of half-size (11"x17") preliminary plans and a copy of the OPCC to the City for review.
- f. Submit MoDOT's initial Request for Environmental Review (RER) 60 days after award of project. Based on MoDOT's review, complete additional environmental request information including Section 106 form and threatened and endangered species list.

3. **Right of Way Plans and Review:**

- a. Project Meetings:
 - i. The Engineer will prepare an agenda and meet at regular intervals to discuss the project and take minutes of the meeting. A typed copy of the minutes shall be supplied to the City within 4 days of the meeting. It is anticipated that the meetings will be at eight-week intervals, approximately.

Four (4) progress meetings are estimated.

- b. The plans must identify and dimension all needed easements and right-of-way. The Engineer will provide written property descriptions, signed and sealed by a Missouri Registered Professional Land Surveyor, for the City to review and use within approximately three (3) weeks after approval of right of way plans. Ten (10) properties are estimated to need property descriptions for permanent easements. When permanent takings are needed, ownership/encumbrance reports will be obtained. Reports for up to twelve (12) properties are included.
 - i. Title Work: The Engineer must contact Alpha Title Insurance Company, 306 SE 3rd Street, Lee's Summit, MO 64063, phone 816-347-8300, fax 816-347-8120 for Guaranteed Title Reports on all parcels to be acquired. Be sure that Alpha Title Insurance Company is aware that the order is placed on behalf of the City of Independence. Reimbursement for this expense will occur only if this vendor is used. If another vendor is used for Guaranteed Title Reports there will be no reimbursement from the City. Electronic and paper copies of these reports must be sent to the Acquisition Section of the Municipal Services Department. The department address is:

City of Independence
Municipal Services
17221 East 23rd Street
Independence, MO 64057-1822

When the project design is at the point where right of way plans and legal descriptions are transmitted electronically to the City, the Guaranteed Title Reports, updated to be less than 6 months old should also be sent to the City.

- ii. Plans & Legal Descriptions: Prior to delivering the legal descriptions to the City, the Engineer will verify that the legal descriptions match the plan sheet exactly. All bearings and dimensions on the legal descriptions must coincide with the plan sheet. The Engineer must provide written legal descriptions with closure calculations for metes and bounds descriptions to the City for use at the eighty percent (or substantially complete) design completion time. The City will obtain the easements and/or fee simple title required for the project. The plans are "Substantially complete" when the design plans have right of way and easement lines affixed to plans that include all aspects of a set of plans minus details and quantities. Legal descriptions with closure calculations for metes and bounds descriptions must be sent by email as a Word document. Send the electronic copies to the Engineering Project Manager who will forward them to the Acquisition Section.

The Acquisition Section of Municipal Services requires two (2) full size set of plans, one bound and one unbound.

- iii. Parcel Identification: The Engineer must establish sequential numbers on all parcels to be acquired, beginning with the number one. The same number must match on the plan/profile sheets, ownership maps, and

legal descriptions. Do not use Lot or Tract numbers for the parcel numbers. If adjoining parcels have the same ownership, they should be combined into a single parcel.

On the ownership and easement plan acquisition sheet, a legend must identify the parcel number, owner, address, and square footage of all easements and or fee simple areas (broken down by easement type and parcel number). These sheets shall make a call out of subdivision names. Individual parcels should also denote Lot or Tract numbers, ownership name, and the site address in a grayed-out title block.

- iv. Use of Existing Easements: New easements may be located in an existing easement area if the existing easement identifies the same purpose as the new easement. It may be possible to avoid paying for another easement over the same location. Existing easements may only be used for the purpose stated in the easement. For example, an existing sanitary sewer easement may not be utilized as a temporary construction and grading easement for a road project.
- c. Prepare design and right of way plans.
 - i. All trees, shrubs or landscaping in the easement area must be identified (by size & type) whether they are to be removed or not. Include any outbuildings and other items also in the easement area, whether they are to be removed or not. Items to be removed shall be noted with an X, and items not to be removed shall be noted with DND.
 - ii. Design elements include:
 - 1. Revisions based on preliminary plan comments from the City and MoDOT and comments received at the public meeting.
 - 2. ADA ramps at intersections (10 locations).
 - 3. Retaining wall design.
 - 4. Update green infrastructure and landscaping
 - 5. Driveway profiles.
 - 6. Modified storm drainage and pipe profile design.
 - 7. Culvert modification design.
 - iii. Prepare right of way plans including:
 - 1. Title Sheet
 - 2. General Notes and Abbreviation Sheet
 - 3. Survey Reference Points Sheet
 - 4. Typical Sections and Details
 - 5. Plan Sheets
 - a. Pedestrian facility
 - 6. Retaining Walls
 - 7. Landscaping and green infrastructure plans
 - 8. Storm drainage system notes and profiles.
 - 9. Drive Profiles
 - a. 1" = 5' Scale, Horizontal and Vertical
 - b. Included in cross sections
 - 10. Cross Sections
- d. Utility Coordination: The Engineer shall contact and work closely with utilities to determine the locations of existing and planned facilities to be shown on the plans. The Engineer shall send out Utility Notice No. 2 to all utility companies and will

provide two (2) sets of half-size (11"x17") colored plans to utilities prior to the utility coordination meeting when the right-of-way plans are complete. Engineer will collect CAD waivers from utility companies and send CAD files if so desired.

- e. Prepare opinion of preliminary construction costs (OPCC), including a 15% contingency.
 - f. Perform quality assurance/quality control (QA/QC) review of right-of-way plans and OPCC.
 - g. Prepare and submit three (3) sets of half-size (11"x17") and one (1) set of full-size (22"x34") right of way plans and a copy of the OPCC to the City and MoDOT for review.
 - h. Address review comments from City and MoDOT.
 - i. Engineer will update MoDOT's RER and coordinate with MoDOT on environmental permits required to receive the Acquisition Authority Request (A-Date) to begin right-of-way acquisitions.
4. **Final Plans and Review:** General plan requirements shall be in accordance with APWA, Section 5204.
- a. **Project Meetings:**
 - i. The Engineer will prepare an agenda and meet at regular intervals to discuss the project and take minutes of the meeting. A typed copy of the minutes shall be supplied to the City within 4 days of the meeting. It is anticipated that the meetings will be at eight-week intervals, approximately. Four (4) progress meetings are estimated.
 - ii. The Engineer will send out Utility Notice No. 3 along with two (2) sets of half-size colored plans after R/W has been obtained or R/W drawings approved. The Engineer will schedule and attend one utility coordination meeting during final plan phase. Obtain utility relocation plans from each utility owner and share with other utility owners for coordination. Meet with utilities, four meetings are included, to coordinate relocations and create project summary sheet that will list each utility, relocation status, and schedule.
 - b. Final Design shall include the following:
 - i. Prepare final green infrastructure and landscaping plans.
 - ii. Finalize quantities and create quantity sheets.
 - iii. Finalize ADA ramp design.
 - iv. Develop signing and pavement marking layouts.
 - v. Finalize pedestrian signal design.
 - c. Final plans submitted to the City for review should include the following:
 - i. Title Sheet
 - ii. General Notes and Abbreviation Sheet
 - iii. Summary of Quantity Sheets (Including Location Schedules)
 - iv. Survey Reference Points Sheet
 - v. Typical Sections and Details
 - vi. Plan & Profile for pedestrian facilities
 - vii. Right of Way plan sheets

- viii. ADA Ramp layout and Details
 - ix. Retaining Wall Plans, including profiles
 - x. Modified Storm Sewer Pipe/Culvert Profiles
 - xi. Green Infrastructure plan sheets
 - xii. Storm drainage map and hydraulic calculation table.
 - xiii. Construction Sequence and Traffic Control during construction
 - xiv. Pedestrian Signal Plans
 - xv. Permanent Signing and Pavement Marking Plans
 - xvi. Sediment/Erosion Control Plans
 - xvii. Street Landscaping Plan Sheets
 - xviii. Standard Details
 - xix. Special Details
 - xx. Drive Profiles
 - 1. 1" = 5' Scale, Horizontal and Vertical
 - 2. Included in the cross-sections
 - xxi. Cross Sections
 - 1. 1" = 5' Scale, Horizontal and Vertical
 - 2. At intervals of 25'
- d. Prepare opinion of final construction costs.
 - e. Perform quality assurance/quality control (QA/QC) review of final plans and final quantities.
 - f. Prepare Land Disturbance permit to be submitted by the City to Missouri Department of Natural Resources, if necessary. Prepare Storm Water Pollution Prevention Plan (SWPPP) and submit two (2) copies to City for their use.
 - g. Prepare and submit special provisions, technical specifications, and project manual using MoDOT's federal template for review by City.
 - h. Prepare and submit three (3) sets of half-size (11"x17") final plans to the City for review.
 - i. Address City review comments and submit PS&E plans to MoDOT for approval.
 - j. Prepare bid documents. All bid documents must be signed and sealed by a Missouri Registered Professional Engineer for bid advertising. The Engineer shall furnish one (1) full-size bond and two (2) half-size bond plan sets and two (2) sets of specifications including the final engineer's estimate. Two (2) CDs with the compressed PDF and electronic files of the plans and specifications shall be submitted to the City for printing of bid documents for distribution to Contractors.

\\sals\Municipalities\Missouri\Independence\2025-05-16 23rd Street, Phase 3\Precontract\23rdCompleteStreet Phase 3_project fee worksheet_2025-07-30.xlsx

**CONTRACT FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, City requires Design and Engineering services and,
WHEREAS, consultant is prepared to provide said professional services and shall give consultation and
advice to City during the performance of said services;

NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this
contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be 10/06/2025.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by TBD.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed
\$540,481.09.

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

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

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

ARTICLE 5 – PERMITS AND LICENSES

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

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

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

ARTICLE 8 – STANDARD OF CARE

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

ARTICLE 9 – LIABILITY AND INDEMNIFICATION

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

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

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

ARTICLE 10 – INSURANCE

Architect, Engineering, and Survey Services

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

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

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

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

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

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

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

WORKER'S COMPENSATION

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

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

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

ARTICLE 12 – DELAY IN PERFORMANCE

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

ARTICLE 13 – TERMINATION

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

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

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

ARTICLE 14 – WAIVER

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

ARTICLE 15 – SEVERABILITY

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

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – ASSIGNMENT

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

ARTICLE 18 – THIRD PARTY RIGHTS

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

ARTICLE 19 – INDEPENDENT CONSULTANTS

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

ARTICLE 20 – AUDIT

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

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

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

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

ARTICLE 23 – GOVERNING LAW

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

ARTICLE 24 – COMMUNICATIONS

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

Ryan Dickey - rdickey@indepmo.org

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

ARTICLE 25 – SEPARATE CONTRACTS

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

ARTICLE 26 – ENTIRE CONTRACT

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

ARTICLE 27 – SURVIVAL OF TERMS

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

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

City

By _____

Date _____

Consultant

By _____

Title _____

Date _____



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve Purchase Order Change Order #1 on the design contract (PO #26000434) with Burns & McDonnell for a new contract totaling \$131,030, as part of the emergency construction on the Sanitary Sewer Main Relocation from Streambanks Project (No. 302203-3).

Recommendations:

Council approval is recommended.

Background:

Following the historic rainfall in July 2025, a sanitary aerial crossing over Rock Creek near 1220 S. Brookside Ave. was washed out. Sanitary service has been temporarily restored utilizing a rented bypass pump.

Burns & McDonnell was contracted to provide design plans for the repair of this aerial crossing. Approval of Change Order #1 will add \$38,234 to the existing contract (PO#26000434) with Burns & McDonnell for additional engineering services necessary to complete this emergency repair. These services include, but are not limited to, submittal review, limited construction observation, and as-built documentation. The new contract price is as follows:

Original Contract:	\$92,796
Change Order #1:	\$38,234
New Purchase Order Total:	\$131,030

A ten (10) percent contingency for future minor change orders and/or time extensions shall be authorized upon approval of this request.

This is a budgeted capital project that is being expedited because of the system failure that occurred during the July storms.

Emergency Justification:**Fiscal Impact:**

The fiscal Impact to the City is \$144,133, which includes a 10% contingency. Funding for the Sanitary Sewer Main Relocation from Streambanks Project (No. 302203) is included in the FY 25 adopted budget, page number 203, in account number 302203-C-0307031-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. CO#1 - Scope of Service - Burns & McDonnell - SS Main Reloc from Streambanks - Project No. 302203-3



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ENGINEER-OWNER AGREEMENT

AMENDMENT No. 1

Date: 9/05/2025

THIS AMENDMENT modifies the Agreement dated 8/14/2025 made by and between **Burns & McDonnell Engineering Company, Inc.**, (hereinafter called CONSULTANT), and City of Independence, Missouri (hereinafter called City) for the following Project: Emergency Design SS Main Relocate Project #3022203-3. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the CONSULTANT Scope of Services is amended as follows:

3.d Optional Services – If request by the City, CONSULTANT will subcontract services to conduct geotechnical investigation. These services will include the following tasks:

- a. *Conduct a geotechnical investigation with a minimum of 2 borings on each bank of Rock Creek at the sewer crossing. All borings will be drilled to auger refusal into bedrock*
- b. *Drilling activities will be under the supervision of a geotechnical engineer.*
- c. *Laboratory Testing*
 - i. *Laboratory testing will include index tests to confirm field classification of samples selected by geotechnical engineer*
 - ii. *Testing will consist of moisture content, dry unit weight, unconfined compressive strength (peak strength only), and Atterburg limits.*
 - iii. *One-dimensional consolidation and compaction tests*
 - iv. *Soil corrosivity testing will be conducted at each boring location*
- d. *A geotechnical report will include boring logs, laboratory test results, engineering recommendation, which will include type of foundation (mat foundation or pile), net bearing pressure, lateral soil pressure, and subgrade modulus.*

4. *Construction Phase Support:*

- a. *Shop Drawing/Change Order Review – Review shop drawings and change orders (if applicable) as provided and directed by the CITY. Provide review comments to the CITY to communicate with the Contractor.*
- b. *Field Visits – Assist Owner with clarifications in the field. Full-time or part-time resident observation of the construction will not be provided. ENGINEER will visit the construction site during construction to assist the OWNER with clarifications in the field.*
- c. *Final Inspection – Conduct an initial inspection, in the company of the OWNER, to determine if the project is substantially complete and provide a list of observed items requiring completion or correction prior to the contractor demobilization.*
- d. *As-built Drawings – After completion of construction, CONSULTANT will update drawings to reflect all changes in dimensions, materials, and locations. CONSULTANT will rely on Contractor's red-line markups for change in locations or other locations/conditions encountered during construction in the field. A final as-built set of drawings will be delivered to City.*

2. The following adjustments are made to the ENGINEER's compensation:

The amended total not to exceed amount for Basic Services and Optional Services is One Hundred Thirty-One Thousand Thirty Dollars (\$131,030). The maximum amount includes a total allowance amount of Thirteen Thousand Six Hundred Eighty-Seven Dollars (\$13,687) for Optional Services not yet authorized by the City that may be required throughout the course of the work. This amount will not be utilized by the Consultant unless specifically authorized in writing by the City to perform the Optional Services.

3. The time for completion of ENGINEER's Services is adjusted as follows:

None

4. Other changes to the Agreement, if any, are stated below:

None

5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

OWNER:

ENGINEER: Burns & McDonnell Engineering Company, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Engineering Fee Schedule - Amendment #1

Rock Creek Emergency Aerial Sewer Crossing Repair



COSTS

Description of Work	Labor Hours	Labor	Expenses	Sub- contracts	Subtotal
Task 1 - Project Management & Administration					
Task Subtotal	0	\$0	\$0	\$0	\$0
Task 2 - Preliminary Design					
Task Subtotal	0	\$0	\$0	\$0	\$0
Task 3 - Final Design					
3.d Optional Services - Geotechnical Investigations	12	\$3,616	\$75	\$9,996	\$13,687
Task Subtotal	12	\$3,616	\$75	\$9,996	\$13,687
Task 4 - Construction Phase Support					
Shop Drawing/Change Order Review	16	\$4,912	\$100	\$0	\$5,012
Field Visits	36	\$10,968	\$390	\$0	\$11,358
Final Inspection	16	\$4,912	\$183	\$0	\$5,095
As-built Drawings	12	\$3,008	\$75	\$0	\$3,083
Task Subtotal	80	\$23,800	\$748	\$0	\$24,548
ESTIMATED ENGINEERING FEE	92	\$27,416	\$823	\$9,996	\$38,235

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to award a contract to Voya Financial to provide recordkeeping and administration services for the City's 457(b) Deferred Compensation plan and 401(a) Defined Contribution retirement program.

Recommendations:

Council approval is recommended.

Background:

A Request for Proposals (RFP) was conducted to solicit proposals for 457(b) Deferred Compensation and 401(a) Defined Contribution plan recordkeeping and administration services. Responses were received from Empower, Lincoln Financial, Mission Square, Nationwide, Osborne Global Investors and Voya. Following an initial review with the assistance of the City's retirement plan consultant, Retirement Plan Advisors (RPA), four (4) finalists were selected: Mission Square, Nationwide, Empower and Voya, with the assistance of the City's retirement plan consulting firm, Retirement Plan Advisors (RPA). Voya is the current record keeper.

In the 2020 RFP process, all four finalists offered a fixed rate investment option. In the current process, only one finalist offered a fixed rate plan with a guarantee beyond one year. The remaining three finalists offered fixed accounts that would reset either quarterly or semi-annually. Proposed plan recordkeeping fees ranged from 1.5 basis points (bps) to 13 bps, with all finalists offering fee levelization options.

After careful review, the RFP Committee recommends Voya's Option 2 Plan. This recommendation was also reviewed and supported by the City's Deferred Compensation Committee, which includes representatives from RPA, Human Resources, Finance, and employee representatives from the Fire and Police Departments.

Voya's Option 2 Plan preserves the 4% minimum guarantee on the grandfathered fixed account while transitioning the plans to a fee levelization structure. Fee levelization is considered an industry best practice and ensures all participants share the cost of plan administration equitably.

Currently, retirees and some active employees with assets in the fixed account do not pay any recordkeeping fee. Under a fee levelization structure, those participants would contribute equitably to plan costs - for example, paying approximately \$80 annually on \$100,000 in assets.

Emergency Justification:

Fiscal Impact:

There is no fiscal impact to the City. All costs associated with the plans are paid directly by participants.

Council Action:

Department / Contact	Finance and Administration /
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REVIEWERS

Jaime Rehmsmeyer
Carissa Smith
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Independence Consultant Finalist Table
2. City of Independence-Voya First Amendment

Area	Maximum Weight	RPA Comments			
		Empower	Mission Square	Nationwide	Voya
Respond to All Requirements:	Yes/No	YES	YES	YES	YES
Qualifications & Experience:	30%	- Combined 457/401 balances on website - Readiness tool can potentially integrate LAGERS and aggregate accounts - Beneficiary updates online; all data is owned by the plan - UE, loan, and W/D approvals can be done by Empower - Fully integrated with Day Force - Plan document and plan document services provided	- Combined 457/401 balances on website - Readiness tool can integrate LAGERS and aggregate accounts - Beneficiary updates online; all data is owned by the plan - UE, loan, and W/D approvals can be done by Mission Square - Fully integrated with Day Force - Plan document and plan document services provided	- Combined 457/401 balances on website - Readiness tool can integrate LAGERS and aggregate accounts - Beneficiary updates online; all data is owned by the plan - UE, loan, and W/D approvals can be done by Nationwide - Fully integrated with Day Force - Plan document and plan document services provided	- Combined 457/401 balances on website - Readiness tool can integrate LAGERS and aggregate accounts - Bene updates online; all data is owned by the plan - UE, loan, and W/D approvals can be done by Voya - Fully integrated with Day Force - Plan document and plan document services provided
Project Approach:	30%	- Digital resources provide the ability to drill down to participant level for both plan demographics and investment data - Robust marketing and communication materials	- Digital resources provide the ability to drill down to participant level for both plan demographics and investment data - Robust marketing and communication materials	- Digital resources provide the ability to drill down to participant level for both plan demographics and investment data - Robust marketing and communication materials	- Digital resources provide the ability to drill down to participant level for both plan demographics and investment data - Robust marketing and communication materials
Fee Proposal:	40%	- Competitive fee structure: 4.95 bps - Inclusion of Nationwide Fixed Account required (1.5% guarantee) - Fee levelized	- Very competitive fee structure: 1.5 bps - Inclusion of MassMutual Stable Value Core fund required (no rate guarantee) - Fee levelized	- Very competitive fee structure: 1.5 bps - Inclusion of Nationwide Fixed Account required (1.0% guarantee) - Fee levelized	- Competitive fee structure: 8 bps 13 bps current structure 8 bps fee levelized - Maintains the 4% grandfathered guaranteed Fixed Account I
Overall Comments:	- All four finalists are top-tier governmental DC recordkeepers and large providers - Mission Square has recently undergone a challenging transition to outsource recordkeeping, strong internal resources and industry expertise - Empower has very strong technology, very competitive pricing, strong marketing materials, internal resources and industry expertise - Nationwide has very strong technology, very competitive pricing, strong marketing materials, internal resources and industry expertise - Voya has very strong technology, competitive pricing, strong marketing materials and internal resources while maintaining the Guaranteed Fixed I account				
Recommendation:	- All providers are industry leaders - RPA would recommend the plan to be fee levelized to ensure all plan participants and beneficiaries share in the cost of the plan.				

FIRST AMENDMENT TO THE RETIREMENT PLAN SERVICES AGREEMENT

This First Amendment (“Amendment”) to the Retirement Plan Services Agreement dated as of September 1, 2020 (the “Agreement”) is entered into as of this 1st day of January 2026, by and among **City of Independence Deferred Compensation 664528** (the “457(b) Plan”) and the **City of Independence Defined Contribution 664529** (the “401(a) Plan”), will collectively be referred to herein as the “Plan”. **Voya Retirement Insurance and Annuity (“VRIAC”)**, a corporation organized under the laws of the State of Connecticut, and **Voya Financial Partners, LLC**, a limited liability company organized under the laws of the State of Delaware and registered as a broker-dealer under the federal securities laws (the “Broker-Dealer”). VRIAC and the Broker-Dealer are hereinafter collectively called the “Contractor”.

WHEREAS, the Company provides certain administrative services to the Plan under the Agreement; and

WHEREAS, the Parties wish to update the Contractor’s Compensation; and

WHEREAS, pursuant to the Agreement, for an amendment to be effective, it must be written and agreed to by all the parties;

NOW THEREFORE, the parties hereby agree to modify the Agreement as follows:

1. Section 3. Compensation Subsection 3.01 section of the Agreement is hereby deleted in its entirety and replaced with the following:

Contractor’s Compensation: The Contractor’s overall revenue requirement is 0.08% (“revenue required”) The Contractor will assess an annual Asset Based Service Fee of 0.08%, assuming the Contractor receives the remaining revenue required (0.00%) from the variable investment products offered by or through the Contractor. The Annual Asset Based Service Fee will be assessed quarterly and calculated across all funds, including the stability of principal options (Voya Fixed Account - 457/401II (4301) and the Voya Fixed Account (4550)). This fee is not assessed on assets held in the Self-Directed Brokerage Account, if available. The fee will be deducted from the participant’s money sources in the sequence elected by the Plan Sponsor for participant-initiated withdrawals in the Plan Specifications section of this Agreement. The Contractor reserves the right to revise the Asset Based Fee if plan characteristics change from what was originally assumed, or if the Contractor does not receive the revenue required from the investment products offered by or through the Contractor.

Additional transactional fees and charges may apply for optional services such as loans, investment advisory services and Self-Directed Brokerage Account. Refer to Schedule G (“Additional Plan Services and Fees”) for additional fees and charges.

2. The Voya Fixed Account – 457/457 II will credit an interest rate of 3.00% through 12/31/2026, 2.75% through 12/31/2027, 2.50% through 12/31/2028 and 2.00% through 12/31/2029, and the prevailing interest rate thereafter. The current credited rate is guaranteed not be below either the minimum annual rate or the guaranteed minimum interest rate (“GMIR”). Currently, the minimum annual rate is equal to the GMIR, which is 1.00%.

Assets in the frozen Voya Fixed Account will continue to credit the 4.00% GMIR with no new assets or transfers into the fund.

3. The Contract shall be renewed, effective January 1, 2026, through December 31, 2030, under the Contract's existing conditions unless and until either party gives the other written notice of termination at least 60 days prior to the end of the current term.

Except as expressly provided for in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

CITY OF INDEPENDENCE

**VOYA RETIREMENT INSURANCE AND
ANNUITY COMPANY**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

VOYA FINANCIAL PARTNERS, LLC

By: _____

Printed Name: _____

Title: _____

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to enter into a lease agreement with Stryker, manufacturer of the LifePak 35 cardiac monitor, for lease purchase for the Fire Department and to issue a Purchase Order for the first year's payment.

Recommendations:

Approval is recommended.

Background:

Independence Fire is an all-hazards response agency that provides Advanced Life Support level first response to all needed requests for medical assistance within the City. The 60 Paramedics we currently have on staff utilize their cardiac monitors for diagnostic evaluation as well as life-saving interventions. Our current inventory of LifePak 15 monitors is approaching the end of their useful service lives. This purchase will allow for the replacement of all 17 cardiac monitors at one time while amortizing the associated cost over seven fiscal years. This agreement also includes ProCare warranty coverage for the life of the agreement.

Emergency Justification:

The price agreement between Independence Fire and Stryker was only valid until their price increase went into effect. This happened as of October 1st. Through discussion, staff was able to get a 15-day grace period from Stryker to complete this transaction.

Fiscal Impact:

The fiscal impact to the Cotu is \$1,089,845.97 with the first payment due of \$171,895.85 due 30 days after the agreement is signed. Funding for this item is adopted in the 2025-2026 budget, page 213, account number 0174671-5405.

An additional payment of \$171,895.85 will be made annually with the final payment due in fiscal year 2031-2032. This agreed cost will remain in place for the life of the agreement regardless of price increases that Stryker may levy on their products.

Council Action:

**Department /
Contact**

Council and Board /

REVIEWERS

Jimmy Walker
Melissa Cabrera
Nancy Cooper
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. CITYOFINDEPENDENCE-SFCSA 08.14.25 SD LP 35 Contract
2. Management Analyst Frazier IFD Cardiac Monitor Lease Memo
3. Eagle County Paramedic Services_Public Safety Assosiation Inc_Savvik Buying Group
COOP Purchasing Agreement
4. Savvik Interlocal Form

Date: August 14, 2025

RE: Reference no:2210264473

CITY OF INDEPENDENCE
950 N SPRING ST
INDEPENDENCE, Missouri 64050-2445

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Short Form Conditional Sale Agreement
Exhibit A - Detail of Equipment
State and Local Government Rider

**Conditions of Approval: Accounts Payable Contact Information, State and Local Government Rider

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal Tax ID number:	_____	Accounts Payable contact:	_____
Purchase order number:	_____	Accounts Payable Email:	_____
Upfront payment check number (if applicable):	_____	Accounts Payable Phone:	_____
		Accounts Payable Address:	_____
Administrative Contact(s):			
Administrative contact name:	_____	Administrative contact name:	_____
Email address:	_____	Email address:	_____
Phone number:	_____	Phone number:	_____

Please send completed documents to your Stryker team for processing or fax documents to (877) 204-1332.

If you have any questions regarding these documents, please contact your Stryker team.

The proposal evidenced by these documents is valid through the last business day of August, 2025.

Sincerely,
Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Owner ("we" or "us"):
Flex Financial, a division of Stryker Sales, LLC
1941 Stryker Way
Portage, MI 49002

Customer name and address ("You" and "Your"): CITY OF INDEPENDENCE 950 N SPRING ST INDEPENDENCE, Missouri 64050-2445	Equipment Location: 950 N SPRING ST INDEPENDENCE, Missouri 64050-2445 Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 Equipment description: see Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof)
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Payment information

Number of payments	Payment frequency	Payment amount
7	Annual	\$171,895.85(First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)

Terms and conditions:

1. Purchase agreement/ acceptance/ payments: You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the "Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. No acceptance of any item of Equipment may be revoked by you. You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by us from such sources as we shall determine to be comparable to Bloomberg [or any successor]) and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.

2. Ownership/security interest/laws/use/maintenance: Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "AS IS, WHERE IS", without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you. As security for all of your Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.

3. Taxes: You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.

4. Assignment: You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC."

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.

6. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going

concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

7. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Agreement constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both you and we have signed electronically, the version identified by us as the "single authoritative copy" is the chattel paper for purposes of perfection by control. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. **YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Exhibit A to Short Form Conditional Sale Agreement Number 2210264473

Description of equipment

Customer name: CITY OF INDEPENDENCE

Delivery Location: 950 N SPRING ST, INDEPENDENCE, Missouri , 64050-2445

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
SHIP TO: <u>INDEPENDENCE FIRE DEPT, 950 N SPRING ST, INDEPENDENCE, Missouri, 64050-2445, United States</u>		
70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	17
11335-000001	BATTERY, LI-ION, WITH IFU, LP35	17
11140-000102	CHARGER, BATTERY, LP35	17
11996-000519	SENSOR,LNCS-II RAINBOW DCI 8-LAMBDA SPCO,ADULT M	17
11996-000520	SENSOR, LNCS-II RAINBOWDCIP 8-LAMBDA SPCO, PEDI	17
11160-000011	NIBP CUFF-REUSEABLE,INFANT, BAYONET	17
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	17
11160-000021	NIBP CUFF- REUSEABLE,SMALL ADULT, BAYONET	17
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	17
11335-000008	KIT, STORAGE BAGS, LP35	17
11260-000073	KIT, SHOULDER STRAP, LP35	17
11335-000005	KIT, PRINTER, LP35	17
11111-000041	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	17
TR-LP15H-LP35	TRADE IN LP15 V4 HIGH FOR LP35	17

Total equipment: \$888,583.20

Service coverage:

Model number	Service coverage description	Quantity	Years
81000002	EMS LIFENET PRO TIER 2	1	7.00
LIFEPK35-FLD-PRO	ProCare-SVC-LP35-FIELD-REPAIR	17	6.00

Total service coverage: \$199,751.40

Freight: \$1,511.37

Total Amount: \$1,089,845.97

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Conditional Sale Agreement No. 2210264473** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and CITY OF INDEPENDENCE ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	



MEMORANDUM

DATE: September 22nd, 2025
TO: Honorable Mayor & Members of the City Council
FROM: Andrew R. Frazier, Management Analyst
SUBJECT: Independence Fire Department Cardiac Monitor Upgrade Lease



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

On the Agenda is a consent item authorizing the City Manager to enter into a lease agreement with Stryker Corporation for \$1,089,845.97. This agreement aims to upgrade the cardiac monitors for the Independence Fire Department. In addition to the equipment upgrades, the contract includes a data and asset management system as well as a comprehensive service plan. It is important to note that this is not a one-time purchase; rather, it is a seven-year cooperative lease agreement through the Eagle County Health Services District.

City staff have supplied me with all the relevant information. Considering that this is a cooperative lease agreement, I did not find any provisions that would be detrimental or unacceptable to the City.

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

Respectfully,

Andrew R. Frazier, MPA,
Management Analyst

- C. Zachary Walker, City Manager
Jimmy Walker, Fire Chief
Susanne Holland, City Clerk

COVER PAGE
Eagle County Health Service District
Request for Bids (RFB)

Host Public Agency: *Eagle County Health Service District*
Marketing Agencies: *Savvik Buying Group and Public Safety Association Inc*

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the Public Safety Association Inc. ("PSAI"), is requesting proposals for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing. The intent of this Request for Bids ("RFB") is that any contract between Principal Procurement Agency and Bidder resulting from this Request For Bid (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through PSAI's and Savvik Buying Group's cooperative purchasing programs. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with PSAI (an example of which is included as Exhibit C) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with PSAI as a Participating Public Agency in PSAI's cooperative purchasing program. Registration as a Participating Public Agency by joining PSAI or one of its contracted partners and selecting to support the Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit B. The terms and pricing established in the resulting Master Agreement between the Bidder and the Principal Procurement Agency will be the same as those available to Participating Public Agencies through PSAI. All transactions, purchase orders, etc., will occur directly between the Bidder and each Participating Public Agency individually, and neither PSAI, the Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Bidder for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. The Principal Procurement Agency is making no representations regarding any of the equipment or services that may be procured by a Participating Public Agency. By participating in this RFB process or submitting a proposal pursuant to the RFB, any bidder, Participating Public Agency and PSAI waive any and all claims against the Principal Procurement Agency.

Request for Bids Number: RFB 2024-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing

**Bids will be awarded by subcategory in this overall RFB.
Please bid all subcategories that apply to your company.**

Specifications for: Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing (the "**Products**")

Contract Term: This contract is targeted to begin on or after November 8, 2024, and will continue for 36 months upon agreement by both parties (the "**Contract Term**"). The Contract Term may be extended by 24 months upon agreement by both parties (the "**Extension Term**")

Deadline for Submission of Bids: Thursday, October 10, 2024, prior to 11:00 AM CST

Submit Bids To: Public Safety Association Inc.
c/o Eagle County Paramedic Services
56 33rd Ave S, PMB 347
St Cloud, MN 56301

Electronic Submission **(preferred)**

Email to: office@publicsafetyassociation.org

Dropbox Link: <https://www.dropbox.com/request/Nr7p2Zt1AN6jgei94n4V>

Bid Opening Date and Time:

Thursday, October 10, 2024, 1:00 PM CST

Bid Opening Location:

Webinar – Details Listed Below in Schedule of Events

Bid Surety (Submit with bid)

\$1,000 (the "**Bid Surety**")

Scanned and emailed copy with submission is acceptable

Contact for Questions:

Cindy Barron, office@publicsafetyassociation.org

PSAI welcomes timely competitive sealed bids for the Products. Late Bids shall not be considered. Bids may be submitted electronically (preferred) or in hard copy form, as detailed in this RFB.

BIDDER CERTIFICATION

I agree to the specifications, terms and conditions of this RFB. I acknowledge my authority to submit this bid on behalf of the firm listed below and to bind it to comply with these specifications, terms and conditions if any contract is awarded through this RFB process.

Date: _____

By: _____

Company Name & Address:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

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Organization Profile

GENERAL INFORMATION

Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing.

Eagle County Paramedic Services intends to use the results of this process to award a contract(s) or issuance of purchase order for the product(s) and or services(s) stated above.

The contract resulting from this RFB will be administered by Public Safety Association Inc., in partnership with Savvik Buying Group.

This Request For Bid (RFB) is issued on behalf of Eagle County Paramedic Services by the Public Safety Association Inc., which is the sole point of contact for the Eagle County Paramedic Services during the procurement process.

Public Safety Association Inc.

Public Safety Association Inc. (herein "PSAI") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

PSAI is jointly sponsored and supported by Savvik Buying Group. Savvik Buying Group will manage all aspects of the award.

Participating Public Agencies

Today more than 16,000 public agencies belong to the PSAI and its partners contracts and suppliers to procure products and services annually.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Eagle County Paramedic Services, Colorado is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is included in Exhibit A of this RFB.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$20 million dollars annually. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Eagle County Paramedic Services and PSAI are committed to utilizing the Master Agreement. PSAI shall determine if the Master Agreement is of value to their agency and will promote the Master Agreement among other public agencies nationwide and internationally.

Marketing Support

PSAI provides marketing support for each Supplier's products through the following:

EMS Services, Municipalities, Fire Departments, Law Enforcement Schools and Universities, Hospitals, training facilities, post-acute facilities, nursing homes, health departments, prisons, developmental centers, and other Public Safety services.

Administrative and marketing personnel that directly promote the PSAI to Participating Public Agencies through public agency meetings, email, national publications, annual meetings, Higher Education and State Associations.

Marketplace

PSAI will utilize the Savvik Buying Group online Marketplace, which gives Participating Public Agencies the ability to purchase from many PSAI contracts directly from the Savvik website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. **Bids will be awarded by subcategory in this overall RFB. Please bid all subcategories that apply to your company.**

Evaluation of Proposals

Proposals will be evaluated by Eagle County Paramedic Services and PSAI in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

PSAI Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request For Bid and provides the best overall value will be eligible for a contract award. PSAI reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

Scope of the Project

Eagle County Paramedic Services is seeking proposals from qualified firms to establish a cooperative contract or contracts for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing on behalf of all public safety services, local governments, school districts, training facilities, post-acute facilities, nursing homes, health departments, prisons, developmental centers, higher education in the United States of America, other governmental agencies, and nonprofit organizations.

Requirements for System:

Suppliers are to propose the broadest possible selection of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing, related products and solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request For Bid, including but not limited to:

1. Monitoring & Defibrillation

- This includes, but is not limited to, pulse oximetry, advanced monitoring, capnography, pacing, disposable CO2 sampling lines, wave form for capnography, pulse oximetry accessories, electrodes, EKG paper, patient preparation, defibrillator accessories, ECG calipers, defibrillator batteries, defibrillator mounts, 12 Lead ECG and any other monitoring and defibrillation products and solutions offered by Supplier. To include dual mode, AED and Manual.

2. Automated External Defibrillators

- The AED must be adult and pediatric compliant.
- The AED must enhance user performance by displaying visual icons or audible prompts.
- The AED must guide the rescuer in following the proper rescue sequence.
- The AED must utilize a biphasic technology.
- The AED must be user configurable to adapt to local and changing protocols.
- The AED must be capable of automatic self-tests of the internal circuitry delivery system.
- The AED self-tests perform automatic daily self-tests or be user programmable for 1-7 day time_intervals.
- The AED must offer the capability of a user-activated manual self-test.
- The AED must include an easily identifiable on/off switch on the front of the device.
- The AED must have an easy to see status indicator that advises users if the unit requires service.
- The AED must offer an audible tone that sounds if the unit requires service.
- The AED must record data to an internal memory.
- The AED must include the ability to download data to a computer.
- The AED must utilize pre-connected, disposable, single use, self-adhesive electrode(s).
- The AED must have a cable length of at least 48 inches.
- The AED must include a patient analysis system that automatically evaluates patient ECG or shockable/non-shockable rhythms.

- The AED must be able to operate in a temperature range of 32 degrees Fahrenheit to 122 degrees Fahrenheit.
- The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.

3. Cardiac Monitors/Defibrillators

- All equipment and supplies must be new / unused.
- 4 lead, and 12 lead monitoring capability
- Bi-phasic defibrillation with adult and child defibrillation pads.
- Capable of being programmed to start in Automated External Defibrillator mode.
- Non-invasive pacing capabilities both demand and non-demand.
- Synchronized Cardio version with EKG markers
- End Tidal carbon dioxide monitoring (EtCO₂) wave form capable
- Pulse Oximetry (SpO₂)
- Non-Invasive Blood Pressure (NIBP)
- Batteries- as recommended by provider. A minimum of 2 batteries per unit are required.
- Each defibrillator must be capable, and include equipment for 110 AC charger and Mobile 12 V DC charger. (If that option is available-Not a requirement).
- Cases – as recommended by provider
- Data storage capabilities – detail capacity and data management including hardware and software as applicable.
- Data Retrieval event summary printout
- Data management software package.

4. Automated CPR Devices

- SPECIFICATIONS FOR MECHANICAL CHEST COMPRESSION SYSTEM
COMPRESSIONRATE: 102 ±2 compressions per minute
- COMPRESSION DEPTH: 2.1± 0.1 inches for patients with sternum height greater than 7.3 inches. 1.5 to 2.1 inches for patients with sternum height less than 7.3 inches
- COMPRESSION METHOD: Sternal chest compressions with assistance of suction cup
- CHEST RECOIL: Allows for complete chest wall recoil after each compression
- COMPRESSION MODES: Operator selectable between 30:2 (30 compressions followed by a 3 sec ventilation pause) or Continuous compressions with 10 ventilation alerts per minute
- PATIENTS ELIGIBLE FOR TREATMENT: 6.7 to 11.9 inches sternum height (anterior- posterior). 17.7 inches chest width. No patient weight limitation
- TYPE OF SYSTEM: Two part device assembly (back plate and upper part)
 - Automatic fine-tuning of suction cup's contact to chest when setting the start position

- Automatic adjustment of compression force and depth to individual chest stiffness
- Holes in back plate allow for strapping and securing onto transportation device
- Foldable support legs to minimize size when stored in compact carrying case
- CARRY CASE: Hard-shell carrying case allows for charge while in bag and check of battery status through top window
- COMMUNICATION: Bluetooth 2.1 wireless communication built into device to allow for wireless transmission of device data to PC with Bluetooth ability
- Battery Run Time: 45 minutes (typical)
- Battery Desk-Top Charger: AC Stand-alone charger that charges battery in less than four hours at room temperature

5. **Ventilators**

Specification of ICU Ventilator (Respiratory Ventilator)

- Should have facility for Invasive and Non-Invasive ventilation.
- Microprocessor Control suitable for Pediatric and adult ventilation.
- Electromagnetic Compatible Hinged arm holder for holding the circuit.
- Should have inbuilt facility to upgrade with EtcO₂.
- Facility to Measure and display:
 - Status indicator for ventilator mode.
 - Battery indication.
 - Pressure Vs time Vs volume Vs time, flow Vs time 3 curves/ waveforms.
 - Alarm setting.
- Automatic compliance and leakage compensation for circuit and ET Tube.
- Should have facility of log book, for events and alarms with date & time.
- Should have following settings:
 - Tidal volume (Minimum at least 50ml, Maximum up to 2000ml)
 - Inspiratory Pressure (up to 80 cm of H₂O)
 - Respiratory rate 1 to 80 bpm.
 - Apnea back up rate.
 - CPAP/PEEP
 - Pressure support.
 - FiO₂
 - Pause Time
 - Pressure & flow Trigger
 - Inspiratory flow up to 120 Lpm.
- Monitoring and Display of the following Parameters.
 - Airway Pressure (Peak & Mean).
 - Tidal volume (Inspired & Expired).
 - Minute volume (Inspired & Expired)
 - Respiratory mechanics.

- Spontaneous Minute Volume.
 - Total Frequency.
 - F102 dynamic.
 - Intrinsic PEEP.
 - Plateau Pressure.
 - Resistance & Compliance.
 - Use selector Alarms for all measured & monitored parameters.
 - Occlusion Pressure.
 - Pressure Flow & Volume curves.
- Modes of Ventilation equipped with newer modes of ventilation:
 - Assist /control.
 - Volume Control.
 - Pressure control.
 - Pressure support.
 - SIMV with pressure support (Pressure and volume control).
 - PEEP.
 - Inverse ratio Ventilation.
 - Non-invasive ventilator- BIPAP, CPAP.
 - Apnea Ventilation, User selectable, volume & pressure control.
 - Should have built in safety alarms for Airway Pressure High & low, Minute volume, High & low, power failure, Low oxygen, High Respiratory Rate, Air Source in-operable.
 - Should have inbuilt exhalation filter.
 - Compressor should be of same company inbuilt/ mounted with ventilator assembly.
 - Should have compatibility with existing central pipe line.
 - Standard Accessories along with:
 - Patient breathing circuit of silicone for Adult & Pediatric (reusable).
 - Non-invasive ventilator mask reusable for adult (3sizes) and pediatric according to
 - age- 4set each.
 - ET tube cuff pressure monitor and HME filter - 10.

6. Video Laryngoscopes

- Combines line-of-sight video from its portrait display with the familiar Macintosh technique. So you retain your traditional laryngoscopy skills
- Drop tested to two meters and fully submersible. Designed to endure fast-paced hospital and EMS environments
- One-handle with multiple blade options. From pediatric to adult patients and routine to extreme airways

7. Other Medical Devices not listed in Bid

- Must be used in EMS, Fire and other Public Safety space
- Must be sized to fit into first responder vehicles

8. Training and Accessories

- Training and Accessories for all products lines
 - Automated External Defibrillators
 - Cardiac Monitors/Defibrillators
 - Automated CPR Devices

- Ventilators
- Video Laryngoscopes

9. Extended Warranties, Services and Financing

- Extended Warranties for all products lines
 - Automated External Defibrillators
 - Cardiac Monitors/Defibrillators
 - Automated CPR Devices
 - Ventilators
 - Video Laryngoscopes
 - Service Contract
 - Finance and Leasing Programs

Objectives

- A. Provide a comprehensive competitively solicited Master Agreement offering products and services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems;
- F. Comply with all federal and state statutes relative to providing quality products and services.

General Definition of Products and/or Services

- A. Related Products and Solutions – Additional related products, services or solutions offered by Supplier.

a. Definitions

The following definitions are used throughout the RFB.

- **Eagle County Paramedic Services** means Eagle County Paramedic Services
- **Contracting Agent** means Eagle County Paramedic Services, Colorado
- **Eagle County Paramedic Services Agency** means Department /Division utilizing the service or product
- **Managing Agent** means Public Safety Association Inc.
- **Proposer/vendor/supplier** means a firm submitting a proposal in response to this RFB.
- **Contractor** means proposer awarded the contract.
- **Participating Public Agency "PPA"** is a public entity that elects to utilize the Master Agreement.

b. Clarification of the specifications

All inquiries concerning this RFB must be directed to the person indicated on the cover page of the RFB Document. (electronic mail is the preferred method)

Any questions concerning this RFB must be submitted in writing by mail, fax or e-mail on or before the stated date on the Calendar of Events (Attachment 2, Section 7.0) (Also referred to in this section).

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFB document at this point in the RFB process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFB document.

Mailing Address:

Public Safety Association Inc.
c/o Eagle County Paramedic Services
56 33rd Ave S, PMB 347
St. Cloud, Minnesota, 56301

Proposers are prohibited from communicating directly with any employee of Eagle County Paramedic Services, except as described herein. No Eagle County Paramedic Services employee or representative other than those individuals listed as Eagle County Paramedic Services contacts in this RFB is authorized to provide any information or respond to any question or inquiry concerning this RFB. Communications must be with the Managing Agent.

c. Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be posted on www.publicsafetyassociation.org

It shall be the responsibility of the proposers to regularly monitor the PSAI website for any such postings. Proposers must acknowledge the receipt / review of any addendum(s) at the bottom of the RFB Cover Page / Signature Affidavit.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof.

d. Calendar of Events

Listed below under Attachment 2, Section 7.0 are specific and estimated dates and times of actions related to this RFB. The actions with specific dates must be completed as indicated unless otherwise changed by the Eagle County Paramedic Services. In the event that the Eagle County Paramedic Services finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFB and posting such supplement on the PSAI web site

at www.publicsafetyassociation.org. There may or may not be a formal notification issued for changes in the estimated dates and times.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

PSAI is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Colorado, but throughout the country, we strongly urge you to participate in the process at the corporate level.

There is considerable potential sales value because PSAI is being used not only in the State of Colorado, but NATIONWIDE. This means that PSAI contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an PSAI contract would enhance your competitive position in the government marketplace and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the PSAI staff member listed on the cover of this Invitation for additional information.

STANDARD CONTRACT TERMS AND CONDITIONS

1.0 Basic Agreement.

- 1.1 The Contract contemplated under this RFB will require the successful Bidder to provide PSAI Members with the Products in accordance with these Contract Terms and Conditions, and the **Special Terms and Conditions** document, attached as Attachment 1. In exchange, upon Contract award, PSAI will agree to offer the Contract to its Members.
- 1.2 Bidder agrees that all Product purchases made by Members under this Contract are "**PSAI Purchases**", subject only to the limits outlined below in Section 4.
- 1.3 Bids will be accepted and evaluated, and resultant contracts awarded in accordance with the terms of this RFB, with particular attention to the **Bid Requirements** document and **Specifications** document, attached as Attachments 2 and 3, respectively, as well as any other attachments to this RFB.

- 2.0 **Contract Term.** The "**Contract Term**" shall be 36 months, beginning upon the execution of the Contract Award by both parties, the "**Contract Award Date**." The Contract Term may be extended for a period of 24 months, the "**Extension Term**", through written agreement of the parties.

3.0 Contract Pricing.

- 3.1 **Most Favored Customer Price.** Eagle County Paramedic Services and PSAI encourages Bidders to bid using their best price given to their most favored customer. Bidder is responsible to determine any conditions that affect the cost of delivering the Products; and Bidder expressly acknowledges that the offered prices include these factors.

- 3.2 **Price Reduction Clause.**

1. If during the Contract Term, Bidder sells the same Products to any agency or group of agencies at prices below those offered by Bidder in a *single* unit quantity under this Contract, then Bidder agrees to immediately extend such lower prices to PSAI for future PSAI Purchases in accordance with this Section.

Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik Buying Group member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6 month time frame. All units are subject to contract management fee.
2. A price reduction shall apply to PSAI Purchases under this Contract if, during the Contract Term, the Bidder—
 - 3.2.2.1 Revises the commercial catalog, pricelist, schedule or other document upon which this Contract was predicated to reduce prices; or
 - 3.2.2.2 Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which this Contract was predicated.
3. The Bidder agrees to offer the price reduction to PSAI with the same effective date, and for the same time period, as extended to the other customers.
4. The Bidder may offer PSAI a voluntary price reduction at any time during the Contract Term.

5. The Bidder shall notify PSAI of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date. Bidder's report must include an explanation of the conditions under which the reductions were made.
6. The Contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.
7. This Price Reduction Clause does not apply to volume discount pricing detailed elsewhere in this RFB.

3.3 Price Escalation Clause.

1. Pricing on the Products shall be held firm for the Contract Term.
2. Notwithstanding the limitation in Section 3.3.1, beginning in the thirteenth month of the Contract Term, Bidder may increase the price of the Products once every twelve months if the Bidder can show evidence of corresponding price increases from its manufacturers.
3. Written approval from PSAI is required for all increases in Product pricing. Bidder must submit to PSAI its request to increase Product pricing, along with evidence of the manufacturer cost increase, such as a receipt from the manufacturer. PSAI agrees to review and respond to Bidder's request within 30 days after receipt.

3.4 Payment Clause.

1. Bidder will negotiate payment process and terms directly with PSAI Members.
2. Agencies that are choosing to do financing may add an additional line to quote for financing charges or the agency can incorporate the financing charges into the cost of the products.

4.0 PSAI Purchases and the Contract Management Fee

- 4.1 Bidder agrees to pay PSAI a Contract Management Fee (as defined in the Special Terms and Conditions) for each PSAI Purchase during the Contract Term. All Product purchases made by Members during the Contract Term are "**PSAI Purchases**", subject only to the limits outlined in this Section 4.
- 4.2 Product purchases made by PSAI Members under existing purchase orders or contracts with Bidder that are in place at the time of Contract Award ("**Existing Member Contracts**") are excluded from the definition of PSAI Purchases provided that Bidder satisfies the following requirements. Upon notification of Contract Award, Bidder must provide PSAI with a list of Existing Member Contracts that includes the following information: parties to the contract; contract execution and expiration dates; and Products covered by the contract ("**Existing Member Contract List**"). PSAI will keep the Existing Member Contract List confidential. The Existing Member Contract List will be attached to the executed Contract between Bidder and PSAI. Only Product purchases made during the Contract Term under the Existing Member Contracts on the Existing Member Contract List shall be exempt from the Contract Management Fee.
- 4.3 The "**Contract Management Fee**" for this Contract is defined in Special Terms and Conditions.
- 4.4 Contract Management Fees for each Purchase Order must be received by PSAI no more than thirty (30) days after Products are "Accepted" by the Member, as defined under Section 8, below. Late management fees will be assessed a 1.5% finance charge per month.

5.0 Reporting Requirements

5.1 Purchase Volume / Sales Reports.

1. Bidder agrees to submit detailed itemized monthly reports using the "**Purchase Volume / Sales Report Template**" provided by PSAI. Sales must be reported during the month in which purchase order was accepted. PSAI recognizes that the actual date(s) of delivery

may be unavailable at that time and requests that delivery dates be reported when they are known.

2. Purchase Volume / Sales Reports must be generated in Microsoft Excel and submitted via electronic mail to PSAI by the 15th day of the month following. For example, if you are reporting for the month of June, your report would be due by the 15th of July and would contain any new sales for the month of June. Reports will include, but are not limited to the following:

- PSAI Member Number
- Service Name
- City
- State
- Invoice_Number
- Invoice_Date
- Item_Number
- Item_Description
- Quantity
- Unit_Price
- Ext_Price
- PSAI Contract Management Fee

3. Failure to provide the detailed itemized Purchase Volume / Sales Reports may result in a \$50 late charge per day and may also result in termination of this Contract, at the discretion of PSAI.

5.2 **Additional Reports.** Bidder agrees to comply with reasonable requests made by PSAI and its Members for additional reports.

6.0 **Non-Mandatory Contract.** PSAI does not mandate its members to purchase under this Contract. There are no quantities guaranteed by the Principal Procurement Agency and PSAI or set forth in this RFB.

7.0 **Delivery and Logistics.** Details related to the date, time, and location of delivery by Bidder for purchases made under this Contract will be determined by Bidder and Member in accordance with the terms outlined in the Special Terms and Conditions.

8.0 **Acceptance of Products.** Bidder agrees to provide the Products in accordance with the terms of this Contract and agrees that Members will have the right to reject Products that do not conform to Contract specifications. A Product shall be deemed "**Accepted**" by a Member after Bidder delivers the Product to the Member and the Member signs the delivery receipt for that Product.

9.0 **Technical Support.** With each PSAI Purchase, Bidder agrees to provide technical service and support during regular business hours Monday to Friday via a toll-free number and email address.

10.0 **Warranty.** Bidder agrees to provide the warranty required under the Special Terms and Conditions for the Contract Term.

11.0 **Insurance.** Bidder agrees to maintain insurance required under the Special Terms and Conditions for the Contract Term.

12.0 **Bid Surety**

- 12.1 Bids shall be accompanied by the Bid Surety, as defined in the Special Terms and Conditions. The Bid Surety must come in the form of a certified check, cashier's check, or surety bond; made payable to the "Public Safety Association Inc. c/o Eagle County Paramedic Services"; and conditioned upon PSAI awarding the Contract to Bidder. In the event Bidder fails to comply with the Contract, the Bid Surety may be forfeited as liquidated damages.
- 12.2 Bid Sureties of unsuccessful bidders will be returned by mail postmarked within five working days after an award is made.
- 13.0 **Audit.** Bidder agrees to retain all books, records and other documents relative to the Contract (the "**Contract Documents**") for 5 years after the Contract Term ends, or until audited by PSAI, whichever is sooner. Bidder agrees to grant PSAI and its authorized agent's full access and the right to examine the Contract Documents.
- 14.0 **Conflicts of Interest.**
- 14.1 Bidder covenants that, to the best of its knowledge, no employee, officer, or board member of PSAI presently has any financial interest in Bidder.
- 15.0 **Contract Administrators and Key Personnel.** Bidder shall notify PSAI in writing of any change in the primary contacts for this Contract within seventy-two hours (72) of such change. Primary contacts include but are not limited to: national sales manager, contract administrator, Contract Management Fee contact, reporting contact, and sales representatives.
- 16.0 **Subcontractors.** PSAI reserves the right to approve all subcontractors retained by Bidder to perform work under this Contract. Bidder agrees to be responsible for all work performed by subcontractors under this Contract. In the event that the Bidder is not the company providing the direct service in any particular state, the Bidder will remain responsible to comply with all the requirements of the Contract.
- 17.0 **Quality Assurance Program**
- 17.1 Bidder agrees to use industry-recognized standards and procedures to assure that a satisfactory level of quality control is maintained for the Products.
- 17.2 Bidder represents that it currently has, and warrants that it will maintain for the duration of the Contract Term, an appropriate quality assurance, as demonstrated in its Bid.
- 18.0 **Compliance with Law and Regulation.**
- 18.1 Bidder represents that it is currently in compliance, and warrants that it will remain for the duration of the Contract Term in compliance, with all applicable federal, state and local laws, ordinances, codes and regulations applicable to Bidder. Bidder currently has and agrees to maintain all licenses necessary for Bidder to perform its obligations under this Contract.
- 18.2 Bidder understands that many of PSAI's Members are government agencies subject to federal, state, and local procurement laws and regulations. Bidder agrees to comply with any procurement and other laws and regulations made applicable to Bidder by virtue of Bidder selling Product to Members under this Contract.
- 18.3 RFB and award process will follow the Code of Federal Regulation standards identified in [§§ 200.317](#) through [200.327](#). Vendor awardees are required to follow [Section 503 of the Rehabilitation Act of 1973](#). Member's purchase that are using Federal Grant Funds must follow [Appendix II to Part 200](#), Title 2, if applicable.

19.0 **Promotion and Publicity**

- 19.1 **PSAI Website Promotion.** Bidder agrees to provide PSAI with a technical information packet related to the Products via email, and PSAI agrees to post the information to its main and Members-only websites. PSAI will be sharing this contract award with Savvik Buying Group for secured publication to Savvik members. PSAI will work with Bidder to gather and post the appropriate information. Bidder will be responsible for making any and all necessary changes or alterations to the technical information packets and provide updated packets to PSAI as necessary. The information packet must be approved by PSAI. PSAI may make the Products included in Bidder's bid proposal made available to its Members for purchase at PSAI's online PSAI Store or PSAI Partners Store. Bidder agrees to provide all support and data necessary to make the Products available for purchase at the PSAI Store.
- 19.2 **Trade Shows; Signage.** If Bidder attends trade shows of any type, in any state where Members are located, Bidder agrees to exhibit the Products and promote PSAI and Savvik and this Contract. Bidder agrees to cover all expenses for production of signs bearing Bidder's name and logo to be displayed at conferences. The sign may read "Proud Vendor of Public Safety Association Inc.".
- 19.3 **Vendor Website Promotion.** Bidder must post information about this Contract on its website. Posted information must include the PSAI or Savvik logo and link to the PSAI or Savvik website. Prior to posting such information, Bidder agrees to allow PSAI or Savvik an opportunity to review and approve the content.
- 19.4 **Publicity.** Bidder shall not refer to this Contract, PSAI or PSAI Members in any advertising or publicity without first obtaining written permission from PSAI and individual Member concerned.

20.0 **Sales Calls.** Bidder agrees to conduct planned visits to PSAI Members to explain the Contract, communicate the savings, and promote the relationship between PSAI and Bidder.

21.0 **Financial Condition.** Bidder agrees to provide written notification to PSAI of any changes of Bidder's financial condition or corporate standing which may significantly impact the Bidder's ability to fulfill the terms and conditions of the Contract. Notice must be provided within 72 hours of such change.

22.0 **Default**

- 22.1 **Bidder Events of Default.** The occurrence of any of the following events shall be considered an event of default (a "**Bidder Default**") by Bidder under the Contract:
- (1) Failure to pay the Contract Management Fee;
 - (2) Violation of the Contract Pricing terms in Section 3;
 - (3) Failure to file complete and timely submit sales reports;
 - (4) Provision of Products that do not conform to Contract specifications; and
 - (5) Other acts or omissions by Bidder in violation of the terms of this Contract.
- 22.2 **PSAI Remedies.** Upon the occurrence of a Bidder Default, PSAI has the right to terminate the Contract, subject to the Cure Period detailed below. PSAI also has the right to deem the Bidder "non-responsible" and ineligible to bid on or perform under PSAI contracts for a period of 3 years. PSAI may also pursue all other remedies permitted by the Contract or available by law and equity.
- 22.3 **PSAI Events of Default.** The occurrence of any of the following events shall be considered an event of default (a "**PSAI Default**") by PSAI under the Contract:
- (1) Failure to offer the Contract to Members; and
 - (2) Other acts or omissions by PSAI in violation of the terms of this Contract.

- 22.4 **Bidder Remedies.** Upon the occurrence of a PSAI Default, Bidder has the right to terminate the Contract, subject to the Cure Period detailed below. Bidder may also pursue all other remedies permitted by the Contract or available by law and equity.
- 22.5 **Cure Period.** Upon the occurrence of an event of default, the non-defaulting party agrees to provide written notice to the defaulting party of the default. The defaulting party then has 30 days after receiving written notice to cure the default (the "Cure Period"). After expiration of the Cure Period, if the defaulting party has not remedied the default, then the non-defaulting party will have the right to exercise the remedies outlined in this Section.
- 23.0 **Termination.** This Contract will terminate upon the earliest of the following dates: (a) expiration of the Contract Term (unless extended), (b) termination following an event of default that remains uncured through the Cure Period in accordance with Section 22, or (c) by either party for convenience with written notice. Upon Contract termination, Bidder remains obligated to pay all Contract Management Fees incurred as of the date of Contract termination.
- 24.0 **Contract Documents; Order of Precedence**
- 24.1 The Contract shall consist of the following documents (inclusive of attachments and amendments), which are presented in order of precedence: (1) Contract Award; (2) RFB Cover Sheet; (3) Attachment 1 – Special Terms and Conditions; (4) Attachment 2 – Bid Requirements; (5) Attachment 3 – Bidder Worksheet; (5) Attachment 4 – Product Specifications and Pricing Worksheet (6) Attachment 5 – Designation of Confidential and Proprietary Information (7) Attachment 6 – Supplier Worksheet for National Program Consideration (8) Attachment 7 – Cost / Financial Proposal (9) Form 1 – Core Bid Items Pricing
- 24.2 The entire contents of this RFB, the Bidders' response to this RFB, any changes or modifications agreed to in writing by the parties shall be made part of the Contract.
- 24.3 Conflict between the terms of the foregoing documents will be resolved based on the order of precedence.
- 24.4 Any modifications made by Bidder to the terms and conditions in the RFB are expressly rejected unless specifically accepted by PSAI in writing in the Contract Award document.
- 25.0 **Assignment.** This Contract, and Bidder's rights and obligations under this Contract, are not assignable by the Bidder in whole or in part without the prior written consent of PSAI.
- 26.0 **Severability.** If any provision of this Contract is held to be invalid, such invalidity shall not affect other provisions or application to any other part of the Contract which can be given effect without the invalid provision. To this end, the provisions of this Contract are declared to be severable.
- 27.0 **Choice of Law.** This RFB and the resulting Contract are to be governed by the laws of the State of Minnesota.
- 28.0 **Waiver of Liability.** The Principal Procurement Agency is making no representations regarding any of the equipment or services that may be procured by a Participating Public Agency. By participating in this RFB process or submitting a proposal pursuant to the RFB, any Bidder agrees to waive any and all claims against the Principal Procurement Agency and incorporate a waiver of all claims against the Principal Procurement Agency into terms of the sale of Product purchases made by PSAI Members.

Attachment 1 – Special Terms and Conditions

Attachment 2 – Bid Requirements

Attachment 3 – Bidder Worksheet

Attachment 4 – Product Specifications and Pricing Worksheet

Attachment 5 – Designation of Confidential and Proprietary Information

Attachment 6 – Supplier Worksheet for National Program Consideration

Attachment 7 – Cost / Financial Proposal

Attachment 8 – Product Specific Requirements

Form 1 – Core Bid Items Pricing

**Exhibit A – Eagle County Paramedic Services and Public Safety Association Inc.
– National Cooperative Contract**

**Exhibit B – Eagle County Paramedic Services and Public Safety Association Inc.
– Cooperative Purchasing Agreement**

**Exhibit C – Eagle County Paramedic Services – Principal Procurement Agency Certificate
– Principal Procurement Agency Certificate**

ATTACHMENT 1 – SPECIAL TERMS AND CONDITIONS

RFB 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, TRAINING, ACCESSORIES, SERVICE PLANS AND FINANCING

1.0 Contract Management Fee.

The Contact Management Fee will be three percent (3%) of the value gross sales made under this Contract and calculated based on the gross sales of each calendar month invoiced, regardless of when Bidder receives payment from the Member.

Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6-month time frame. All units are subject to contract management fee.

- 2.0 Bid Surety.** The Bid Surety requirement is one thousand dollars (\$1,000.00). Bids must be on the basis of cash payment for work and accompanied by a cash deposit, certified check (on a responsible bank in the State of Minnesota), or a bidder's bond made payable, without conditions, to "Public Safety Association Inc. c/o Eagle County Paramedic Services," in an amount of \$1,000.00. No bid may be withdrawn within 30 days of submission. Bidder selecting to use the electronic bid submittal process, shall copy the bid surety and include the copy in the electronic submittal package, with a note stating it was placed in the mail. Place the bid surety in the mail, to be received by Thursday, October 10, 2024, prior to 11:00 AM CST, at mailing address is listed on cover page. Scanned and e-mailed copy with submission is acceptable. Scan and e-mail a copy of Bid Surety to: office@publicsafetyassociation.org or place in Dropbox link at <https://www.dropbox.com/request/Nr7p2Zt1AN6jqei94n4V>.

3.0 Technical Requirements.

3.1 Technical Requirements

- 3.1.1** The Products and Services to be furnished under this contract shall be the manufacturers current type and class specified. The Products and Services shall be complete with operating accessories as specified herein; furnished with such modifications and attachments as may be necessary and specified to enable the Products and Services to function reliably and efficiently in sustained operation. The design of the Products and Services and the specified equipment shall permit accessibility for servicing, replacement and adjustment of component parts and accessories with minimum disturbance to other components and accessories.
- 3.1.2** The completed Products and Services and components shall comply with all Federal standards and regulations.
- 3.1.3** Where minor details of construction and materials are not specified, Bidder shall supply only the best of such materials and design and construct any such unspecified parts in accordance with the best interests of the PSAI. All materials used in the Products and Services furnished shall be guaranteed to be new and of current manufacture.

3.2 Technical Support

- 3.2.1** Technical service and/or support shall be provided by the vendor and shall be available 24 hours per day, 365 days per year via a toll free number. Any software updates shall be made available to PSAI members at no cost.

3.3 Parts/Service Availability

- 3.3.1 Bidder shall provide a list of service centers in the United States authorized to perform warranty and repair work. Where a local sub-contractor(s) is utilized, Bidder shall provide the name, address, and telephone number of said contractor(s) with Proposal.
- 3.3.2 Bidder must develop and provide written procedures that address how to request completion of warranty work. Written procedures and all necessary paperwork needed to be submitted shall be included with Bidders Proposal.
- 3.3.3 To ensure a continuous supply of repair parts and service for the Products and Services furnished under this contract, the Bidder agrees to maintain a source of parts (at its own facility or that of a sub-contractor) for a period of not less than five (5) years following the conclusion of said contract and/or model year of production.
- 3.3.4 Bidder shall keep essential accessories and replacement parts in stock at all times to provide PSAI members quick turn around time (not greater than 48 hours from time of order to shipping).
- 3.3.5 Where a local sub-contractor is utilized to provide the required parts and/or service the name, address and telephone number of such sub-contractor(s) shall be provided by Bidder in the Proposal.

3.4 Safety

- 3.4.1 Bidder shall submit any and all documentation which pertains to safety and testing of the Products and Services.

3.5 Delivery

- 3.5.1 Time is of the essence for delivery of the Products and Services under the terms of this contract. Delivery shall be made by the Bidder within thirty (30) days after receipt of order (ARO).
- 3.5.2 If bidder is unable to meet the thirty (30) day delivery schedule, a letter of explanation must be submitted to PSAI and PSAI member within 24 hours after the date of execution.
- 3.5.3 Bidder shall furnish and deliver the specified Products and Services, complete including all options and ready to use, F.O.B. PSAI member, at the member specified address and time, no charge to PSAI.
- 3.5.4 Delivery shall be defined as delivery of the Products and Services to the PSAI member, which is operational to the satisfaction of the PSAI member.
- 3.5.5 Upon delivery of the Products and Services, PSAI members shall be allowed to conduct visual and/or physical inspections to determine the Products and Services compliance with specifications prior to acceptance.
- 3.5.6 If defects or omissions are discovered during inspections, the PSAI or PSAI member may:
 - (1) Refuse acceptance of the Products and Services.
 - (2) Require Bidder to remove the Products and Services from the PSAI member premises at its own cost to make the necessary corrections.
- 3.5.7 PSAI member and Bidder representative shall complete warranty information for mailing or processing.

3.6 Training

- 3.6.1 Bidder shall provide a professionally conducted training session for the PSAI member personnel (or their designee) to instruct them as to the proper operation, maintenance and repair of the Products and Services.
- 3.6.2 Supplier shall train the PSAI member personnel (or their designee) in the most efficient methods of troubleshooting, maintaining and repairing the Products and Services and any auxiliary items.

3.6.3 All training shall be provided at no additional cost to the PSAI or its members (or their designee) and shall be provided at a time and location specified by the PSAI member.

3.7 Inspection/Testing

3.7.1 In order to determine that the proposed Products and Services conform to the specifications, PSAI reserves the right to test and/or inspect Products and Services. Other tests and measurements may be performed at the discretion of PSAI.

3.7.2 It shall be understood and agreed by and between the parties hereto that the initial acceptance and inspection of any delivery shall not be considered as a waiver of any provision of these specifications and shall relieve Bidder of its obligation to supply satisfactory Products and Services which conform to the specifications, as shown by any test or inspections for which provision is herein otherwise made.

4.0 **Warranty on asset based purchases**

4.1 A statement must be submitted with each Bid, which certifies that the successful Bidder shall provide a warranty as part of the final Contract which offers the same or greater assurances as those specified below and further that the manufacturer and successful Bidder shall be jointly and severally liable under said warranty.

4.2 Warranties must be signed and notarized by an officer of the manufacturer and under no circumstances will the signature of a salesman or agent be acceptable.

4.3 Bidder hereby warrants for a minimum of two (2) years from the date the PSAI Members place the Products in service, that it will, at its own expense and without any cost to PSAI members, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material, or workmanship, or by reason of non-compliance with these specifications. If a longer warranty can be furnished, at no additional cost, the longer period shall prevail.

4.4 A non-use charge payable to PSAI member in the amount of \$50.00 per diem for any Product which is covered under warranty and is not available for emergency medical service for a period in excess of twenty (20) calendar days following the Bidder's receipt of adequate notice from Savvik member as described herein.

5.0 **Insurance.** Bidder may not commence work until the Bidder has obtained the required insurance and filed an acceptable Certificate of Insurance with Public Safety Association Inc.

5.1 Unless otherwise stipulated, Bidder/Contractor must have the following insurance and coverage minimums:

5.1.1 General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

5.1.2 Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

5.1.3 Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to PSAI.

5.1.4 Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.

5.2 Original Insurance Certificates must be furnished to PSAI on request, showing Bidder/Contractor as the insured and showing coverage and limits for the insurances listed above.

5.3 If any Product(s) or Service(s) will be provided by parties other than Bidder/Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by PSAI, a separate insurance certificate must be submitted for each such party.

5.4 PSAI reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

6.0 **Delivery and Logistics.** Deliveries shall be made as called for within thirty (30) business days of the receipt of order unless specified differently elsewhere in this Contract.

7.0 **Return of Products.**

7.1 Bidder agrees to accept returns and exchanges of all Products without a restocking charge.

7.2 Bidder agrees to be responsible for pickup and deliveries of returns and exchanges.

7.3 Bidder agrees to apply credit to appropriate customer account no later than the next billing period of when returned item(s) was originally billed.

7.4 All returns will result in a credit of management fee from PSAI back to Bidder.

ATTACHMENT 2 – BID REQUIREMENTS

RFB 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, TRAINING, ACCESSORIES, SERVICE PLANS AND FINANCING

1.0 General Instructions to Bidders

- 1.1 **Bids as Offers.** Each Bid submitted in response to this RFB will constitute an offer by Bidder to provide the Products to PSAI Members in accordance with the terms and conditions of this RFB.
- 1.2 **Bidder to Pay Bid Costs.** This RFB does not obligate PSAI to pay any costs that Bidder incurs in the preparation of its Bid or the contract. All costs associated with preparation of a Bid or contract in response to this RFB will be borne solely by the Bidder.
- 1.3 **Use and Ownership of Bids.** All Bids shall become the property of Eagle County Paramedic Services and PSAI and both retain the right to disclose bids to its Members.
- 1.4 **PSAI Right to Change RFB.** Prior to contract award PSAI reserves the right in its sole discretion to amend, supplement, withdraw, or otherwise change this RFB in any manner. PSAI will notify bidders of RFB changes using the method determined by PSAI to be most appropriate.
- 1.5 **Restriction on Communication.** Bidders shall not initiate contact with any Eagle County Paramedic Services or PSAI employee, or Eagle County Paramedic Services or PSAI workgroup member, except as provided herein.
- 1.6 **Bidder's Questions & Requests for Clarification.** All questions regarding this RFB should be emailed to office@publicsafetyassociation.org. PSAI will provide written responses to Bidder questions.

2.0 Bid Preparation Instructions

- 2.1 Include the following information on the outside of the Bid:
 - (1) Bidder Name and Address
 - (2) RFB Title
- 2.2 Complete and sign the **Bidder Certification Form** on the **Cover Sheet**.
- 2.3 Complete and sign the **Bidder Worksheet** on **Attachment 3**.
- 2.4 Complete and sign the **Product Specification and Pricing Sheet** on **Attachment 4**.
- 2.5 Complete and sign **Designation of Confidential and Propriety Information** on **Attachment 5**
- 2.6 Complete and sign **Supplier Worksheet for National Program Consideration** on **Attachment 6**
- 2.7 Complete **Cost / Financial Proposal** on **Attachment 7**
- 2.8 Complete Forms 1
- 2.9 Include copy of **Bid Bond/Surety**
- 2.10 Included copy of **Certificate of Insurance**

3.0 Bid Format. Bids may be submitted by email or in hard copy form.

- 3.1 **Electronic submission.** All Bids submitted electronically to <https://www.dropbox.com/request/Nr7p2Zt1AN6jgei94n4V> or by email sent to office@publicsafetyassociation.org with the words "BID ENCLOSED" followed by the name and the address of the Bidder and the title of the project. The Bid should be attached to the email in Microsoft Word or Adobe Acrobat format. Bid pricing sheet should be submitted in Excel.
- 3.2 **Hard copy submissions.** All hard copy Bids must be submitted in sealed envelopes with the name and the address of the Bidder and the title of the project on the exterior of the package, along with the words "BID ENCLOSED". Bid envelopes must contain one hard copy and one electronic copy of the full bid and a copy supplied on electronic media in Microsoft Word or Adobe

Acrobat format. A complete listing of bid products must also be included in an Excel or CSV file using the provided PSAI template.

- 4.0 **Signatures.** Bids that are not signed by the individual making them must be accompanied by a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
- 5.0 **Withdrawal of Bids.** Bids may be withdrawn prior to the Bid due date provided that:
- 5.1 Bidder provides a written withdrawal request that is physically received in hard copy form or by email by PSAI by the time and date specified for Bid due date, or
- 5.2 An authorized representative of the Bidder physically retrieves the Bid by providing proof of their identity and signs a receipt for the Bid prior to the time and date specified for the Bid due date.
- 6.0 **Ownership.** Submitted Bids will be the property of Eagle County Paramedic Services and PSAI and will not be returned.
- 7.0 **Schedule.** The schedule of events for this RFB is as follows:

Event	Date
RFB Release	Thursday, August 22, 2024
Deadline for Submission of Questions	Before noon CST on Wednesday, October 9, 2024
Online Webinar Question & Answer Session	Q&A Session - RFB 2024-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing Thursday, September 19, 2024, 10:00 – 11:00 AM, CST Join Zoom Meeting https://us06web.zoom.us/j/87376124120?pwd=MWwY8M1bqyiuXMU4mbXXRWUNOnMgz.1 Meeting ID: 873 7612 4120 Passcode: 432675 --- One tap mobile +13462487799,,87376124120#,,,,*432675# US (Houston) +12532050468,,87376124120#,,,,*432675# US --- Dial by your location • +1 346 248 7799 US (Houston) • +1 253 215 8782 US (Tacoma) • +1 669 900 6833 US (San Jose) • +1 312 626 6799 US (Chicago)

	• +1 929 205 6099 US (New York) • +1 301 715 8592 US (Washington DC) Meeting ID: 873 7612 4120 Passcode: 432675 Find your local number: https://us06web.zoom.us/j/kqRgnz0Yg
Bid Due Date	Thursday, October 10, 2024, prior to 11:00 AM CST
Bid Opening	Thursday, October 10, 1:00 PM CST
Online Webinar Bidder Opening Location	Bid Opening - RFB 2024-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing Thursday, October 10, 2024, 1:00 PM – 2:00 PM (CST) Join Zoom Meeting https://us06web.zoom.us/j/84614251944?pwd=puETiI8yER0pEXWviZU2OB8WjCyhL4.1 Meeting ID: 846 1425 1944 Passcode: 940743 --- One tap mobile +13462487799,,84614251944#,,,,*940743# US (Houston) +12532158782,,84614251944#,,,,*940743# US (Tacoma) --- Dial by your location • +1 346 248 7799 US (Houston) • +1 253 215 8782 US (Tacoma) • +1 669 900 6833 US (San Jose) • +1 929 205 6099 US (New York) • +1 301 715 8592 US (Washington DC) • +1 312 626 6799 US (Chicago) Meeting ID: 846 1425 1944 Passcode: 940743 Find your local number: https://us06web.zoom.us/j/kAUdA7HTg
Contract Award	Contract is targeted to begin on, before or after November 8, 2024, and will continue for 36 months, inclusive with the option to extend up to 24 months, upon agreement by both parties (the " Contract Term ").

8.0 **Bids as Binding Offers.** Once opened, each Bid is a binding offer that must be available for acceptance for 90 days.

9.0 **Late Bids.** Late Bids will be deemed unresponsive and will be returned unopened.

10.0 **Rejection of Bids.** PSAI reserves the right to reject any or all Bids and to waive informalities and irregularities in Bids. PSAI will reject as nonresponsive Bids that contain material variances from the

specifications detailed herein. PSAI considers a variance to be material if that variance gives a bidder substantial advantage or benefit over other bidders.

- 11.0 **Bid Opening.** Bids will be opened at the date, time and location set forth on the Cover Sheet of this RFB. Bids will be opened in the presence of the PSAI Officers identified on the Cover Sheet.

12.0 **Evaluation of Bids**

- 12.1 It is PSAI's policy to award contracts to the lowest responsive, responsible bidder or bidders. PSAI reserves the right to consider all elements in addition to cost in the selections of a Bidder, or Bidders, and is not obligated to select the lowest bidder. While cost is an important factor, Bids will be evaluated for responsiveness and Bidders for their responsibility, pursuant to the following criteria.

12.2 **Responsive Bids**

- 12.2.1 Bid responsiveness will be determined through evaluation of the following criteria:

Description	Percent
General requirements (applicable)	40
a. Products, services and solutions	
b. Organizational capabilities	
i. Company	
ii. Distributor Network Coverage	
iii. Marketing	
iv. Quality	
v. Administration	
vi. Financial Statements	
vii. Environmental	
viii. Additional Information	
c. Staff qualifications	
Technical requirements (applicable)	20
a. Service	
b. Ordering and delivery	
c. Fill Rates	
d. Returns	
e. Disaster plan	
f. Recalls	
g. Reporting	
a. Cost	40
TOTAL	100

- 12.2.2 PSAI reserves the right to reject any Bid if the evidence submitted by or an investigation of such Bidder fails to satisfy PSAI that such Bidder is properly qualified to carry out the obligations of the contract and complete the work therein. The competence and responsibility of the Bidder will be considered in making an award.

- 12.2.3 All responses to this RFB should be clear and concise. Bids that are not substantive may be considered unresponsive. Responses of excessive length or containing excessive

advertisement are discouraged and may be considered unresponsive. Responses must distinguish between currently available products and those still under development or in the process of becoming a product and service. Bidder is encouraged to make recommendations based on currently deliverable products and services.

13.0 Contract Award

- 13.1 This RFB is not an offer to contract. Only the execution of a written contract award will obligate the PSAI.
- 13.2 PSAI reserves the right to award this Contract to one or more Bidders without prior notification to any other Bidders.
- 13.3 PSAI reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Bidder's response and accepted by PSAI are understood to be included in any contract.
- 13.4 PSAI shall award contract(s) for line items or groups of line items, at its sole discretion.

ATTACHMENT 3 - BIDDER WORKSHEET**SUBMIT WITH RFB**

RFB 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, TRAINING, ACCESSORIES, SERVICE PLANS AND FINANCING

Provide the following certifications. If you are unable to make the certification as written, please indicate you have an exception in the chart below and provide detailed information about the exception.

Certification	Initials	Exception?
1 Bidder certifies that it understands the Contract Management Fee provisions of this RFB and agrees to pay the Contract Management Fee in accordance with those terms.		
2 Bidder certifies that, to the best of its knowledge, no employee, officer, or board member of PSAI presently has any financial interest in Bidder.		
3 Bidder certifies that neither its organization nor its executives are currently suspended or debarred by the Federal government or any State or local government.		
4 Bidder certifies that Bidder is not currently involved in any material litigation that could hinder Bidder's ability to provide the Products to PSAI in accordance with the terms of this RFB.		
5 Bidder certifies that it has reviewed the terms and conditions of the RFB. Bidder represents that it understands the obligations of Bidder under any Contract that could be awarded as a result of its Bid. Bidder further warrants that, upon Contract Award, Bidder agrees to be bound to the terms of the resulting Contract, including, without limitation, the Standard Contract Terms and Conditions and the Special Terms and Conditions in Attachment 1.		

Provide the following information in your Bid and initial next to each piece of information provided.

Initials**Required Information**

- _____ 1. Identify and provide detailed contact information (name, address, telephone number, fax number, and email address) for the following:
- a. A single point of contact for all general matters pertaining to the Contract
 - b. A single individual responsible for payment of the Contract Management Fee
 - c. A single individual responsible for preparation of reports under the Contract.
- _____ 2. Organizational background, structure, and years in business.
- _____ 3. Submit names, qualifications, and years with company of sales team.
- _____ 4. Provide a minimum of 4 references with which you have done business in the past 12 months.
- _____ 5. Provide a brief summary highlighting your organization's capacity:
- a. Commitment to service
 - b. Past experience with PSAI and its Members
 - c. Coverage area
 - d. Service availability

- e. Customer communications
- f. Technical ability and competence
- g. Range of Products available
- h. Financial strength
- i. Compatible organizational philosophies

- _____ 6. Demonstrate you have the facilities, personnel, and equipment to expeditiously provide the Products and to provide the necessary ongoing support.
- _____ 7. Describe your warehouse and distribution system.
- _____ 8. Describe your policies and procedures documenting and resolving customer complaints.
- _____ 9. Describe your procedure for dissemination of new products and equipment and training in use of new products.
- _____ 10. Describe your emergency service procedure for after normal business hours.
- _____ 11. Describe your resources and methodology to provide service to the United States and Canada.
- _____ 12. Describe your repair services and availability of replacement parts.
- _____ 13. Describe your disaster plan to assure service is uninterrupted for any reason.
- _____ 14. Describe any additional services offered by your company.
- _____ 15. Provide a catalog or listing of your complete line of products that includes PSAI pricing for every item in the catalog.
- _____ 16. Submit complete copies of all contracts and order forms Members would be expected to sign when placing orders under this Contract.
- _____ 17. Document Bidder quality assurance program, including a document retention plan.
- _____ 18. Submit sample Purchase Volume Report.
- _____ 19. Submit a proper and verifiable Certificate of Insurance in the minimum amount of \$1,000,000 issued by company rated 'A+' as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.
- _____ 20. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation.**

It is the policy of some entities participating in PSAI to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- Minority / Women Business Enterprise
 - ☐ Respondent Certifies that this firm is a M/WBE **Yes or No**
- Historically Underutilized Business
 - ☐ Respondent Certifies that this firm is a HUB **Yes or No**

Please include a copy(s) of your certification.

BIDDER CERTIFICATION

I warrant that the foregoing certifications and information provided as part of this Bid is accurate and complete to the best of my knowledge.

Date: _____

By: _____

Company Name & Address:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ATTACHMENT 4 - PRODUCT SPECIFICATIONS & PRICING WORKSHEET
SUBMIT WITH RFB

RFB 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, TRAINING, ACCESSORIES, SERVICE PLANS AND FINANCING

Product Pricing Certifications

Provide the following certifications. If you are unable to make the certification as written, please indicate you have an exception in the chart below and provide detailed information about the exception.

Certification	Initials	Exception?
1 Bidder certifies that the product prices included in its bid will be effective on the date of Contract Award.		
2 Bidder certifies that it understands and agrees to the Contract Pricing terms of the Standard Contract Terms and Conditions, including, without limitation the Price Escalation and Price Reduction clauses.		

Product/Service Specifications for Each Subcategory

Suppliers are to propose the broadest possible selection of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing, related products and solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request For Bid, including but not limited to:

Monitoring & Defibrillation

- This includes, but is not limited to, pulse oximetry, advanced monitoring, capnography, pacing, disposable CO2 sampling lines, wave form for capnography, pulse oximetry accessories, electrodes, EKG paper, patient preparation, defibrillator accessories, ECG calipers, defibrillator batteries, defibrillator mounts, 12 Lead ECG and any other monitoring and defibrillation products and solutions offered by Supplier. To include dual mode, AED and Manual.

Automated External Defibrillators

- The AED must be adult and pediatric compliant.
- The AED must enhance user performance by displaying visual icons or audible prompts.
- The AED must guide the rescuer in following the proper rescue sequence.
- The AED must utilize a biphasic technology.
- The AED must be user configurable to adapt to local and changing protocols.
- The AED must be capable of automatic self-tests of the internal circuitry delivery system.

- The AED self-tests perform automatic daily self-tests or be user programmable for 1-7 day time_intervals.
- The AED must offer the capability of a user-activated manual self-test.
- The AED must include an easily identifiable on/off switch on the front of the device.
- The AED must have an easy to see status indicator that advises users if the unit requires service.
- The AED must offer an audible tone that sounds if the unit requires service.
- The AED must record data to an internal memory.
- The AED must include the ability to download data to a computer.
- The AED must utilize pre-connected, disposable, single use, self-adhesive electrode(s).
- The AED must have a cable length of at least 48 inches.
- The AED must include a patient analysis_system_that_automatically evaluates patient ECG or shockable/non-shockable rhythms.
- The AED must be able to operate in a temperature range of 32 degrees Fahrenheit to 122 degrees Fahrenheit.
- The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.

Cardiac Monitors/Defibrillators

- All equipment and supplies must be new / unused.
- 4 lead, and 12 lead monitoring capability
- Bi-phasic defibrillation with adult and child defibrillation pads.
- Capable of being programmed to start in Automated External Defibrillator mode.
- Non-invasive pacing capabilities both demand and non-demand.
- Synchronized Cardio version with EKG markers
- End Tidal carbon dioxide monitoring (EtCO2) wave form capable
- Pulse Oximetry (SpO2)
- Non-Invasive Blood Pressure (NIBP)
- Batteries- as recommended by provider. A minimum of 2 batteries per unit are required.
- Each defibrillator must be capable, and include equipment for 110 AC charger and Mobile 12 V DC charger. (If that option is available-Not a requirement).
- Cases – as recommended by provider
- Data storage capabilities – detail capacity and data management including hardware and software as applicable.
- Data Retrieval event summary printout
- Data management software package.

Automated CPR Devices

- SPECIFICATIONS FOR MECHANICAL CHEST COMPRESSION SYSTEM
COMPRESSIONRATE: 102 ±2 compressions per minute

- COMPRESSION DEPTH: 2.1 ± 0.1 inches for patients with sternum height greater than 7.3 inches. 1.5 to 2.1 inches for patients with sternum height less than 7.3 inches
- COMPRESSION METHOD: Sternal chest compressions with assistance of suction cup
- CHEST RECOIL: Allows for complete chest wall recoil after each compression
- COMPRESSION MODES: Operator selectable between 30:2 (30 compressions followed by a 3 sec ventilation pause) or Continuous compressions with 10 ventilation alerts per minute
- PATIENTS ELIGIBLE FOR TREATMENT: 6.7 to 11.9 inches sternum height (anterior- posterior). 17.7 inches chest width. No patient weight limitation
- TYPE OF SYSTEM: Two part device assembly (back plate and upper part)
 - Automatic fine-tuning of suction cup's contact to chest when setting the start position
 - Automatic adjustment of compression force and depth to individual chest stiffness
 - Holes in back plate allow for strapping and securing onto transportation device
 - Foldable support legs to minimize size when stored in compact carrying case
- CARRY CASE: Hard-shell carrying case allows for charge while in bag and check of battery status through top window
- COMMUNICATION: Bluetooth 2.1 wireless communication built into device to allow for wireless transmission of device data to PC with Bluetooth ability
- Battery Run Time: 45 minutes (typical)
- Battery Desk-Top Charger: AC Stand-alone charger that charges battery in less than four hours at room temperature

Ventilators

Specification of ICU Ventilator (Respiratory Ventilator)

- Should have facility for Invasive and Non-Invasive ventilation.
- Microprocessor Control suitable for Pediatric and adult ventilation.
- Electromagnetic Compatible Hinged arm holder for holding the circuit.
- Should have inbuilt facility to upgrade with EtcO₂.
- Facility to Measure and display:
 - Status indicator for ventilator mode.
 - Battery indication.
 - Pressure Vs time Vs volume Vs time, flow Vs time 3 curves/ waveforms.
 - Alarm setting.

- Automatic compliance and leakage compensation for circuit and ET Tube.
- Should have facility of log book, for events and alarms with date & time.
- Should have following settings:
 - Tidal volume (Minimum at least 50ml, Maximum up to 2000ml)
 - Inspiratory Pressure (up to 80 cm of H₂O)
 - Respiratory rate 1 to 80 bpm.
 - Apnea back up rate.
 - CPAP/PEEP
 - Pressure support.
 - FiO₂
 - Pause Time
 - Pressure & flow Trigger
 - Inspiratory flow up to 120 Lpm.
- Monitoring and Display of the following Parameters.
 - Airway Pressure (Peak & Mean).
 - Tidal volume (Inspired & Expired).
 - Minute volume (Inspired & Expired)
 - Respiratory mechanics.
 - Spontaneous Minute Volume.
 - Total Frequency.
 - FIO₂ dynamic.
 - Intrinsic PEEP.
 - Plateau Pressure.
 - Resistance & Compliance.
 - Use selector Alarms for all measured & monitored parameters.
 - Occlusion Pressure.
 - Pressure Flow & Volume curves.
- Modes of Ventilation equipped with newer modes of ventilation:
 - Assist /control.
 - Volume Control.
 - Pressure control.
 - Pressure support.
 - SIMV with pressure support (Pressure and volume control).
 - PEEP.
 - Inverse ratio Ventilation.
 - Non-invasive ventilator- BIPAP, CPAP.
 - Apnea Ventilation, User selectable, volume & pressure control.
 - Should have built in safety alarms for Airway Pressure High & low, Minute volume, High & low, power failure, Low oxygen, High Respiratory Rate, Air Source in-operable.
 - Should have inbuilt exhalation filter.
 - Compressor should be of same company inbuilt/ mounted with ventilator assembly.
 - Should have compatibility with existing central pipe line.
- Standard Accessories along with:
 - Patient breathing circuit of silicone for Adult & Pediatric (reusable).
 - Non-invasive ventilator mask reusable for adult (3sizes) and pediatric according to

- age- 4set each.
- ET tube cuff pressure monitor and HME filter - 10.

Video Laryngoscopes

- Combines line-of-sight video from its portrait display with the familiar Macintosh technique. So you retain your traditional laryngoscopy skills
- Drop tested to two meters and fully submersible. Designed to endure fast-paced hospital and EMS environments
- One-handle with multiple blade options. From pediatric to adult patients and routine to extreme airways

Other Medical Devices not listed in Bid

- Must be used in EMS, Fire and other Public Safety space
- Must be sized to fit into first responder vehicles

Training and Accessories

- Training and Accessories for all products lines
 - Automated External Defibrillators
 - Cardiac Monitors/Defibrillators
 - Automated CPR Devices
 - Ventilators
 - Video Laryngoscopes

Extended Warranties, Services and Financing

- Extended Warranties for all products lines
 - Automated External Defibrillators
 - Cardiac Monitors/Defibrillators
 - Automated CPR Devices
 - Ventilators
 - Video Laryngoscopes
 - Service Contract
 - Finance and Leasing Programs

Product / Service Pricing

- 1 Submit pricing for a base model for each Product and include pricing for all other models you would like to have as part of the RFB.
 - a. Bid your base model and list what options are included in the price.
 - b. Price and itemize list of all additional options that are not included in the base price.
 - c. Price and itemize list of all accessories available.
 - d. Price and itemize list of any training available.
 - e. Price extended warranty.

BIDDER PRICING CERTIFICATION

I warrant that the product pricing certifications and information provided as part of this Bid is accurate and complete to the best of my knowledge.

Date: _____

By: _____

Company Name & Address:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

**ATTACHMENT 5 – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
SUBMIT WITH RFB**

RFB 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, TRAINING, ACCESSORIES, SERVICE PLANS AND FINANCING

Designation of Confidential and Proprietary Information

The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in article 74 section 7-74-102, Colorado State Statutes, or is otherwise material that can be kept confidential under the Colorado Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.

Section	Page Number	Topic

Check mark : ☐ This firm is not designating any information as proprietary and confidential which qualifies as trade secret.

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade Secret definitions are found in article 74 section 7-74-102 in Colorado State Statutes

In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The Eagle County Paramedic Services considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the Eagle County Paramedic Services harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Title

Name (type or print)

Date

ATTACHMENT 6 – SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION
SUBMIT WITH RFB

RFB 2024-01 BILLING AND DISPATCH SOFTWARE, SERVICES AND SOLUTIONS

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below.

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES _____ NO _____
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES _____ NO _____
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 40 U.S. states?
YES _____ NO _____
- D. Did your company have sales greater than \$50 million last year in the United States?
YES _____ NO _____
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES _____ NO _____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting Eagle County Paramedic Services program contract?
YES _____ NO _____
- G. Does your company agree to respond to all agency referrals from Managing Agency within 2 business days?
YES _____ NO _____
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with the Managing Agency to monitor program implementation progress?
YES _____ NO _____
- I. Will the Eagle County Paramedic Services program contract be your lead public offering to Participating Public Agencies?
YES _____ NO _____

Submitted by:

Signature

Title

Name (type or print)

Date

**ATTACHMENT 7 – COST / FINANCIAL PROPOSAL
SUBMIT WITH RFB**

RFB 2024-06 MEDICAL EQUIPMENT SUCH AS: AUTOMATED EXTERNAL DEFIBRILLATORS, CARDIAC MONITORS/DEFIBRILLATORS, AUTOMATED CPR DEVICES, VENTILATORS, VIDEO LARYNGOSCOPES, OTHER MEDICAL EQUIPMENT, SOFTWARE, TRAINING, ACCESSORIES, SERVICE PLANS AND FINANCING

NAME OF FIRM:	
----------------------	--

Product Pricing

Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFB.

BIDDER CERTIFICATIONS

Bidder, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or potential competitor.
- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by Bidder and will not be knowingly disclosed by Bidder prior to the public response opening, either directly or indirectly, to any other Bidder or competitor.
- c. No attempt has been made or will be made by Bidder to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition

Additional Requirements for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing:

1. **CONTRACT FEE**

Must include contract fee in pricing.

2. **FORCE MAJEURE**

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with PSAI.

3. **PERFORMANCE UNDER CONTRACT**

PSAI is committed to insuring that Contractor provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, Contractor shall:

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly

responds to communications from End Users and PSAI in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.

- c. Maintain sufficient qualified staff to promptly process all communications from PSAI or End Users, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by PSAI, replace any staff members who are not providing the service and expertise deemed necessary by PSAI for acceptable support of End Users.
- e. Furnish, on request of PSAI, reasonable data, forms, and graphic material to be used in brochures or other print media, or on PSAI's website.
- f. Allow access to PSAI authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to Contractor.

Purchase Volume / Sales Reports – Reporting Requirements:

1. Bidder agrees to submit detailed itemized monthly reports using the "Purchase Volume / Sales Report Template" provided by PSAI. Sales must be reported during the month in which purchase order was accepted. PSAI recognizes that the actual date(s) of delivery may be unavailable at that time and requests that delivery dates be reported when they are known.
 2. Purchase Volume / Sales Reports must be generated in Microsoft Excel and submitted via electronic mail to PSAI by the 15th day of the month following. For example, if you are reporting for the month of June, your report would be due by the 15th of July and would contain any new sales for the month of June. Reports will include, but are not limited to the following:
 - PSAI Member Number
 - Service Name
 - City
 - State
 - Invoice_Number
 - Invoice_Date
 - Item_Number
 - Item_Description
 - Quantity
 - Unit_Price
 - Ext_Price
 - PSAI Contract Management Fee
 3. Failure to provide the detailed itemized Purchase Volume / Sales Reports may result in a \$50 late charge per day and may also result in termination of this Contract, at the discretion of PSAI.
- g. Should Contractor default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

PRICING, PRODUCT AND SERVICE SPECIFICATIONS, QUALITY AND SERVICE REQUIREMENTS

Eagle County Paramedic Services is seeking proposals from qualified firms to establish a cooperative contract or contracts for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing on behalf of all public safety services, local governments, school districts, and higher education in the United States of America, and other governmental agencies and nonprofit organizations.

Requirements for System:

Suppliers are to propose the broadest possible selection of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing, related products and solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request For Bid, including but not limited to:

Monitoring & Defibrillation

- This includes, but is not limited to, pulse oximetry, advanced monitoring, capnography, pacing, disposable CO2 sampling lines, wave form for capnography, pulse oximetry accessories, electrodes, EKG paper, patient preparation, defibrillator accessories, ECG calipers, defibrillator batteries, defibrillator mounts, 12 Lead ECG and any other monitoring and defibrillation products and solutions offered by Supplier. To include dual mode, AED and Manual.

Automated External Defibrillators

- The AED must be adult and pediatric compliant.
- The AED must enhance user performance by displaying visual icons or audible prompts.
- The AED must guide the rescuer in following the proper rescue sequence.
- The AED must utilize a biphasic technology.
- The AED must be user configurable to adapt to local and changing protocols.
- The AED must be capable of automatic self-tests of the internal circuitry delivery system.
- The AED self-tests perform automatic daily self-tests or be user programmable for 1-7 day time intervals.
- The AED must offer the capability of a user-activated manual self-test.
- The AED must include an easily identifiable on/off switch on the front of the device.
- The AED must have an easy to see status indicator that advises users if the unit requires service.

- The AED must offer an audible tone that sounds if the unit requires service.
- The AED must record data to an internal memory.
- The AED must include the ability to download data to a computer.
- The AED must utilize pre-connected, disposable, single use, self-adhesive electrode(s).
- The AED must have a cable length of at least 48 inches.
- The AED must include a patient analysis system that automatically evaluates patient ECG or shockable/non-shockable rhythms.
- The AED must be able to operate in a temperature range of 32 degrees Fahrenheit to 122 degrees Fahrenheit.
- The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.

Cardiac Monitors/Defibrillators

- All equipment and supplies must be new / unused.
- 4 lead, and 12 lead monitoring capability
- Bi-phasic defibrillation with adult and child defibrillation pads.
- Capable of being programmed to start in Automated External Defibrillator mode.
- Non-invasive pacing capabilities both demand and non-demand.
- Synchronized Cardio version with EKG markers
- End Tidal carbon dioxide monitoring (EtCO₂) wave form capable
- Pulse Oximetry (SpO₂)
- Non-Invasive Blood Pressure (NIBP)
- Batteries- as recommended by provider. A minimum of 2 batteries per unit are required.
- Each defibrillator must be capable, and include equipment for 110 AC charger and Mobile 12 V DC charger. (If that option is available-Not a requirement).
- Cases – as recommended by provider
- Data storage capabilities – detail capacity and data management including hardware and software as applicable.
- Data Retrieval event summary printout
- Data management software package.

Automated CPR Devices

- SPECIFICATIONS FOR MECHANICAL CHEST COMPRESSION SYSTEM
COMPRESSIONRATE: 102 ±2 compressions per minute
- COMPRESSION DEPTH: 2.1± 0.1 inches for patients with sternum height greater than 7.3 inches. 1.5 to 2.1 inches for patients with sternum height less than 7.3 inches
- COMPRESSION METHOD: Sternal chest compressions with assistance of suction cup
- CHEST RECOIL: Allows for complete chest wall recoil after each compression

- **COMPRESSION MODES:** Operator selectable between 30:2 (30 compressions followed by a 3 sec ventilation pause) or Continuous compressions with 10 ventilation alerts per minute
- **PATIENTS ELIGIBLE FOR TREATMENT:** 6.7 to 11.9 inches sternum height (anterior- posterior). 17.7 inches chest width. No patient weight limitation
- **TYPE OF SYSTEM:** Two part device assembly (back plate and upper part)
 - Automatic fine-tuning of suction cup's contact to chest when setting the start position
 - Automatic adjustment of compression force and depth to individual chest stiffness
 - Holes in back plate allow for strapping and securing onto transportation device
 - Foldable support legs to minimize size when stored in compact carrying case
- **CARRY CASE:** Hard-shell carrying case allows for charge while in bag and check of battery status through top window
- **COMMUNICATION:** Bluetooth 2.1 wireless communication built into device to allow for wireless transmission of device data to PC with Bluetooth ability
- **Battery Run Time:** 45 minutes (typical)
- **Battery Desk-Top Charger:** AC Stand-alone charger that charges battery in less than four hours at room temperature

Ventilators

Specification of ICU Ventilator (Respiratory Ventilator)

- Should have facility for Invasive and Non-Invasive ventilation.
- Microprocessor Control suitable for Pediatric and adult ventilation.
- Electromagnetic Compatible Hinged arm holder for holding the circuit.
- Should have inbuilt facility to upgrade with EtcO₂.
- Facility to Measure and display:
 - Status indicator for ventilator mode.
 - Battery indication.
 - Pressure Vs time Vs volume Vs time, flow Vs time 3 curves/ waveforms.
 - Alarm setting.
- Automatic compliance and leakage compensation for circuit and ET Tube.
- Should have facility of log book, for events and alarms with date & time.
- Should have following settings:
 - Tidal volume (Minimum at least 50ml, Maximum up to 2000ml)
 - Inspiratory Pressure (up to 80 cm of H₂O)
 - Respiratory rate 1 to 80 bpm.
 - Apnea back up rate.
 - CPAP/PEEP

- Pressure support.
- FiO₂
- Pause Time
- Pressure & flow Trigger
- Inspiratory flow up to 120 Lpm.
- Monitoring and Display of the following Parameters.
 - Airway Pressure (Peak & Mean).
 - Tidal volume (Inspired & Expired).
 - Minute volume (Inspired & Expired)
 - Respiratory mechanics.
 - Spontaneous Minute Volume.
 - Total Frequency.
 - FIO₂ dynamic.
 - Intrinsic PEEP.
 - Plateau Pressure.
 - Resistance & Compliance.
 - Use selector Alarms for all measured & monitored parameters.
 - Occlusion Pressure.
 - Pressure Flow & Volume curves.
- Modes of Ventilation equipped with newer modes of ventilation:
 - Assist /control.
 - Volume Control.
 - Pressure control.
 - Pressure support.
 - SIMV with pressure support (Pressure and volume control).
 - PEEP.
 - Inverse ratio Ventilation.
 - Non-invasive ventilator- BIPAP, CPAP.
 - Apnea Ventilation, User selectable, volume & pressure control.
 - Should have built in safety alarms for Airway Pressure High & low, Minute volume, High & low, power failure, Low oxygen, High Respiratory Rate, Air Source in-operable.
 - Should have inbuilt exhalation filter.
 - Compressor should be of same company inbuilt/ mounted with ventilator assembly.
 - Should have compatibility with existing central pipe line.
- Standard Accessories along with:
 - Patient breathing circuit of silicone for Adult & Pediatric (reusable).
 - Non-invasive ventilator mask reusable for adult (3sizes) and pediatric according to
 - age- 4set each.
 - ET tube cuff pressure monitor and HME filter - 10.
- Combines line-of-sight video from its portrait display with the familiar Macintosh technique. So you retain your traditional laryngoscopy skills
- Drop tested to two meters and fully submersible. Designed to endure fast-paced hospital and EMS environments

Video Laryngoscopes

- One-handle with multiple blade options. From pediatric to adult patients and routine to extreme airways

Other Medical Devices not listed in Bid

- Must be used in EMS, Fire and other Public Safety space
- Must be sized to fit into first responder vehicles

Training and Accessories

- Training and Accessories for all products lines
 - Automated External Defibrillators
 - Cardiac Monitors/Defibrillators
 - Automated CPR Devices
 - Ventilators
 - Video Laryngoscopes

Extended Warranties, Services and Financing

- Extended Warranties for all products lines
 - Automated External Defibrillators
 - Cardiac Monitors/Defibrillators
 - Automated CPR Devices
 - Ventilators
 - Video Laryngoscopes
 - Service Contract
 - Finance and Leasing Programs

Liability insurance: A certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of at least \$1,000,000 for bodily injury, property damage and personal injury.

Worker's compensation and employer's liability: A certificate of insurance evidencing statutory coverage for worker's compensation coverage, injury and a limit of liability of \$1,000,000 for employer's liability, or a letter of certification from the industrial commission that the vendor is an authorized self-insurer.

With your Proposal, include a statement that your company agrees or exceeds the Insurance requirements.

Contract Management Fees: The Contract Management Fee will be three percent (3%) of the value of the gross sales made under this Contract and calculated based on the gross sales of each calendar month invoiced, regardless of when Bidder receives payment from the Member.

Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6-month time frame. All units are subject to contract management fee.

Product Pricing

Complete each item on the following pricing chart. You are not required to offer every product or serve every country or state in which PSAI has members; when that is the case, indicate "no bid" on the chart. Quoted prices must include delivered prices, which include all transportation and delivery charges. Ensure that all products offered below comport with the essential product specifications outlined above.

Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.

Additional Requirements for Technology Category

- 1) Must include contract fee in pricing.
- 2) Must be authorized to sell all technology items specified. A letter of authorization from each mfg. must be submitted with your response.
- 3) Favorable past performance as the Prime Contract holder of a similar National or State Contract within the past 3 years. Please provide the name of the contract(s).

Contract Title(s): _____

RFB #2024-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing

Bidder Name:		
MFG Product Code	Item Description Replicate this form as needed for additional units	Offered Price

A. Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing

[illegible]

**EXHIBIT A – EAGLE COUNTY PARAMEDIC SERVICES AND PUBLIC SAFETY ASSOCIATION INC. –
NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

Eagle County Paramedic Services (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the Public Safety Association Inc. ("PSAI"), is requesting proposals for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing. The intent of this Request For Bid is that any contract between Principal Procurement Agency and Supplier resulting from this Request For Bid (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through PSAI's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with PSAI (an example of which is included as Exhibit C) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with PSAI as a Participating Public Agency in PSAI's cooperative purchasing program. Registration with PSAI as a Participating Public Agency is accomplished by Public Agencies joining PSAI and selecting to support the Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit B. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through PSAI.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither PSAI or its Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on PSAI's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through PSAI.

These requirements are incorporated into and are considered an integral part of this RFB. PSAI reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement PSAI and its Partners intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The PSAI marketing team and its Partners will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The PSAI sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The PSAI contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Savvik Buying Group will serve as the lead marketing agent for the contract.
- B. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- C. Training sessions for Public Agency teams
- D. Training sessions for Supplier teams
- E. Regular business reviews to monitor program success
- F. General contract administration

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Public Safety Association Inc. Company Administration Agreement between Supplier and PSAI (the "PSAI Administration Agreement")

1.4 Award Basis

The basis of any contract award resulting from this RFB made by Principal Procurement Agency will be the basis of award on a national level through PSAI. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through PSAI. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and PSAI shall agree.

1.5 Objectives of a Cooperative Program

This RFB is intended to achieve the following objectives regarding availability through PSAI's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market cooperative strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;

- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and PSAI designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is the Supplier's primary "go to market" cooperative strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with PSAI and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFB response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. Bidder may offer "local contracts" to offer pricing to members in special situations without affecting the overall master agreement.

Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik Buying Group member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6-month time frame. All units are subject to contract management fee.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through PSAI nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to PSAI in accordance with the PSAI Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

EXHIBIT B
EAGLE COUNTY PARAMEDIC SERVICES AND PUBLIC SAFETY ASSOCIATION INC.
COOPERATIVE PURCHASING AGREEMENT

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with Public Safety Association Inc. ("PSAI") and its marketing Partners or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through PSAI and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXHIBIT C
EAGLE COUNTY PARAMEDIC SERVICES
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Eagle County Paramedic Services ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through Public Safety Association Inc. (PSAI). I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity, as Principal Procurement Agency for PSAI, Eagle County Paramedic Services agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Eagle County Paramedic Services

Signature

EAGLE COUNTY HEALTH SERVICE DISTRICT – COOPERATIVE PURCHASING AGREEMENT**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register by form or electronically with Eagle County Health Service District, dba Eagle County Paramedic Services ("Eagle County"), Public Safety Association Inc and managed by the North Central EMS Corporation, dba Savvik Buying Group or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through Eagle County and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination. Participating Public Agency is not required or obligated to any purchase threshold in order to use Eagle County contracts. Contract is at will.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

Signed Richelieu M. Sese, Purchasing Manager Printed Name Richelieu M. Sese

Title Procurement Manager Date September 18, 2025

Agency Name City of Independence, Missouri Phone 816-325-7090

Address 111 E. Maple City Independence State MO ZIP 64050

Public Safety Association Inc Signature _____ Date _____

Please return to help@savvik.org or fax back to 320.295.7098

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order to Insituform Technologies USA, LLC., for an amount not to exceed \$107,360 for emergency lining repair as part of the Trenchless Technologies Project (No. 130508).

Recommendations:

Council Approval is recommended.

Background:

Approval of this item will authorize City Staff to issue a purchase order to Insituform Technologies for an amount not to exceed \$107,360 for emergency lining repairs as part of the Trenchless Technologies Project (No. 130508).

This work will repair approximately 301 feet of failing 30-inch cured-in-place piping (CIPP) near 805. Ute Ave. The failure of this pipe has begun to cause the formation of sinkholes, creating safety concerns for property owners in the area. City Staff have repaired several locations, but removing and replacing any additional CIPP is not a recommended option due to the large trees, sheds, and fences in the area. City Staff recommends lining repairs for this section of failing CIPP to reduce the impact this work has on citizens' property.

City staff have obtained a pricing quote from Insituform Technologies, utilizing a cooperative contract (No. 2024-069) with Johnson County, Kansas.

Purchases under cooperative agreements are authorized by Section 8.06.004, Paragraph 5, of the Independence City Code, which states that when cooperative bids or contracts are used, they will first have been established pursuant to generally accepted governmental practices and the competitive bidding process.

A ten (10) percent contingency for future minor change orders and/or time extensions shall be authorized upon approval of this request.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$118,096, which includes a 10% contingency. Funding for the Trenchless Technologies Project (no. 130508) is included in the FY 26 budget, on page number 192, in account 130508-C-0587058-5406.

Council Action:

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

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Pricing Quote - Insituform - Emergency CIPP Lining Repair - Trenchless Technologies - Project No. 130508
2. 2024-069 CIPP - MH Agreement fully executed - JOCO COOP - January 2025
3. Supplier Response (Insituform Technologies USA, LLC) - JOCO COOP - January 2025

To: James Pollock
City of Independence, MO
1030 S. Crysler Ave.
Independence, MO, 64502

August 18th, 2025

Re: City of Independence-Emergency CIPP Proposal

Insituform Technologies USA, LLC. (Contractor) will provide services to complete the following Insituform® work on the above referenced project:

Scope of Work:

Description	Quantity	Unit	Unit Price	Total
Mobilization	1	LS	\$ -	\$ -
CIPP 30" X 12mm	440	LF	\$ 220.00	\$ 96,800.00
Additional 3mm of thickness	440	LF	\$ 24.00	\$ 10,560.00
			Total \$	107,360.00

Note: The above pricing is based on the Johnson County Contract which bid on 12/10/24.

Note: City to remove the top of structure at 11230.

INCLUDED:

- ✓ Pipe line cleaning. Loose debris (up to two inches) and “normal” deposits only. Extraordinary conditions will need to be treated as a point repair.
- ✓ Installation of Insituform® complete per ASTM F1216.
- ✓ Dry weather work only.
- ✓ Bypassing
- ✓ Internal inspection pre and post Insituform®
- ✓ Certificate of insurance with standard coverage.
- ✓ Traffic control for project.

EXTRA:

- ◆ Excavation Point Repairs (at collapses and other obstructions unable to be removed with conventional sewer cleaning equipment), and related restoration.
- ◆ Repairs to the sewer due to collapsed pipe sections, protruding taps, lodged equipment, etc.
- ◆ Performance/Payment Bond (at 2.5% of proposal price).
- ◆ Special Insurance such as Railroad, OCP, Builders Risk...
- ◆ Weekend/Holiday Work.

BY OTHERS:

- ◆ **Provide access to all manholes.**
- ◆ **All permits.**
- ◆ **Tax Exempt Certificate.**
- ◆ **Provide hydrant on job site (for 2" or 2.5" connection) for water to clean sewer and invert Insitutube™. If only water is at local public works yard, it is an extra at \$300/hr.**
- ◆ **Provide dump site, haul permits, and associated items for sewer debris disposal. Any toxic waste handling is to be done by others.**

If, during the performance of this contract, any cost price determining factor considered by Subcontractor in determining the contract price significantly increases, through no fault of Subcontractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Subcontractor from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by Subcontractor's Vice President of Procurement. Due to the confidential nature of Subcontractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Subcontractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of Subcontractor because of the shortage or unavailability of any raw materials, including resin, Subcontractor shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude Subcontractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.

General Conditions:

1. **We reserve the right to negotiate our prices, should the CIPP quantities differ more than 10% from those stated in this proposal.**
2. **Laterals that can be positively identified (with the camera) as plugged, will not be reinstated. All other laterals will be opened unless otherwise directed in writing by the owner.**
3. **To the extent permitted by law and in accordance with the terms of this contract, Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, and agents and employees of any of them from and against claims, damages, losses, and expenses including but not limited to attorneys' fees, arising out of or resulting from the work performed by Contractor, save and except any economic losses not related to bodily injury, sickness, disease or death, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property excluding economic loss or use thereof (other than the work itself), but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.**

In claims against any person or entity indemnified under this paragraph by an employee of Contractor, anyone directly or indirectly employed by it or anyone for

whose acts Contractor may be liable, the indemnification obligation under this paragraph shall be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor under this paragraph shall not extend to the liability of the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them.

- 4. **LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.**
- 5. **MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- 6. Any restrictions in our normal weekday work hours required by local, state, and/or federal authorities (due to noise restrictions or other reasons not known at the time of this proposal) will be an extra charge.
- 7. All labor, equipment, material, supervision, and mobilization necessary to complete the Insituform[®] process per the above conditions, and Insituform[®] specifications, are included.
- 8. **PAYMENT TERMS:** Payment is due in full, without exception or retention, within 35 days of date of invoice.
- 9. This proposal supersedes and nullifies all previous estimates and proposals under the same number, and is good for 60 days.

Sincerely,
INSITUFORM TECHNOLOGIES USA, LLC.

Brian Donlon

Brian Donlon, Commercial Account Manager

Company: _____

Signed: _____

Printed Name/Title: _____

Date: _____

Is this Project Tax Exempt? _____ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? _____

Are there wage rates? _____ If yes, please provide a copy of the wage rates.

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.

Accepted By: Insituform Technologies USA, LLC.

By: _____

Date: _____

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of January, 2025, by and between the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as the "OWNER" and Insituform Technologies USA, LLC hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the OWNER has caused to be prepared, in accordance with law, specifications, plans and Bidding and Contract Documents for the proposed work or public improvement(s) herein described, and has caused to be published an advertisement inviting sealed bids for the furnishing of necessary materials, labor and equipment for, and in connection with, the public improvement(s) as herein designated and described; and

WHEREAS, the CONTRACTOR, in response to the advertisement, submitted to the OWNER, in the manner and time specified, a sealed bid for the proposed work or public improvement(s) as herein designated and described; and

WHEREAS, the OWNER, in the manner prescribed by law, publicly opened, examined and canvassed the bids submitted, and as a result of such canvass determined and declared the CONTRACTOR to be the lowest and best, responsive and responsible bidder for the proposed work or public improvement(s) as herein designated and described, and duly awarded to the CONTRACTOR an Agreement therefore, for the sum named in the CONTRACTOR's Bid.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises, covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties to these presents do hereby agree as follows:

ARTICLE 1 - WORK

1.1 The CONTRACTOR shall, in a good and workmanlike manner, and at his or her cost and expense, furnish all labor, tools, equipment, materials, and incidentals necessary to perform and complete the Work herein designated and described and required by the Contract Documents.

1.2 The Work is generally described as follows:

The entire construction of the sanitary sewer line rehabilitation as described in the Authorization encompassing all Cured In Place Pipe (CIPP) lining and additional collection system rehabilitation and repair services, including, but not limited to, manhole rehabilitation and replacement, point repairs, closed circuit televising of pipes (CCTV), and pipe cleaning issued by the Owner to the Contractor and required to be completed in accordance with the Contract Documents and includes all labor necessary to produce such construction, and all materials, supplies and equipment incorporated or to be incorporated in such construction.

1.3 The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows: IFB No. 2024-069 Sanitary Sewer Collection System Rehabilitation and Repair

1.3 In the event that an open cut repair is necessary prior to installation of the liner due to blockage, collapsed host pipe, or as required by the specifications, the Owner will direct the Contractor to repair per the unit rates listed in the bid form, Tables F and G.

1.4 The specific services to be provided by the CONTRACTOR under this Agreement shall be based upon written Authorization(s) signed by the Johnson County General Manager for each

individual Authorization. The Authorization shall describe the PROJECT, the services to be performed, the amount of compensation, as herein provided, and the established time of completion. The CONTRACTOR shall, upon receipt of an Authorization, furnish the required services in relation to the project described by the Authorization. An example of a typical Authorization form is provided in the Bid Form.

ARTICLE 2 - ENGINEER

Any and all references to Engineer as used in the Contract Documents shall be reasonably interpreted and construed to mean or refer to the Owner unless otherwise specified by Owner as different.

ARTICLE 3 - CONTRACT TIME

3.1 The CONTRACTOR agrees the initial term of this Agreement shall be for the period commencing with the effective date of this Agreement and ending after one calendar year; provided, however, this Agreement may be renewed for four (4) additional one-year periods, subject to, and in accordance with, the terms and conditions of this Agreement.

3.2 The CONTRACTOR agrees the Work will be substantially complete by the dates stated in the Authorization, and the Work completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within the time indicated in the Authorization after the date when the Contract Time commences to run as provided in the General Conditions of the Contract Documents.

3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that if the Work is not completed within the time specified in each authorization, plus any extensions thereof allowed in accordance with the Contract Documents, OWNER and CONTRACTOR agree that as liquidated damages for delay, but not as a penalty, CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) for each and every calendar day that expires following the time indicated in each Authorization for completion of the Work. OWNER shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to CONTRACTOR, or to sue for and recover compensation for damages for non-performance of this Contract within the time stipulated.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for the completion of Work in accordance with the Contract Documents and CONTRACTOR shall accept in full compensation therefore, the sum set out in each Authorization, as referenced in paragraph 6.12 of this Agreement, at the unit costs set out in the CONTRACTOR's Bid. The contract maximum is five million dollars (\$5,000,000) for the initial one-year term and each mutually agreed upon renewal period for a total maximum contract price of twenty-five million dollars (\$25,000,000) over the five-year period, subject to annual funding and appropriation by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

OWNER shall pay the CONTRACTOR in the manner specified in the Contract Documents. Applications for Payment shall be submitted by the CONTRACTOR and processed in accordance with the Contract Documents.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment. Upon OWNER's approval of CONTRACTOR's Application for Payment, OWNER will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule and subject to the applicable provisions of the Contract Documents.

- 5.1.1 Prior to Final Completion, progress payments will be ninety-five percent (95%) with five percent (5%) retained until the Work is complete.
- 5.2 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER in accordance with the applicable provisions of the Contract Documents.

ARTICLE 6 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 6.1 This Agreement (pages AG-1 to AG-5, inclusive).
- 6.2 Exhibits to this Agreement (pages N/A to N/A inclusive).
- 6.3 Bid Request No. 2024-069, including detailed specification requirements and drawings.
- 6.4 Performance and other Bonds attached herewith and consisting of six (6) pages.
- 6.5 Notice of Award.
- 6.6 Notice to Proceed.
- 6.7 General Conditions (pages 00700-1 to 00700-43, inclusive).
- 6.8 Supplementary Conditions (pages SC-1 to SC-16, inclusive).
- 6.9 Additional Supplementary Conditions (pages ASC-1 to ASC-11, inclusive).
- 6.10 Addenda numbers (1 and 2 , inclusive).
- 6.11 CONTRACTOR's Bid (pages BF-1 to BF-21, inclusive), including IonWave Supplier Response.
- 6.12 Other documents, if any, listed below:
 - 6.12.1 The Authorization(s) issued by the Owner to the Contractor for each Sanitary Sewer Collection System Rehabilitation and Repair Project specified thereunder,
 - 6.12.2 The documents listed in paragraphs 6.2 et. seq. above, whether or not attached to this Agreement, are hereby incorporated by reference as if set forth fully herein and shall be made binding on OWNER and CONTRACTOR.
 - 6.12.3 The Questionnaire on Page Q-1 to Q-2,
 - 6.12.4 The Standard Detailed Technical Specifications of Johnson County Wastewater approved by KDHE on June 6, 2019,
 - 6.12.5 The Modifications to Detailed Specifications.
- 6.13 The documents listed above, whether or not attached to this Agreement, are hereby incorporated by reference as if set forth fully herein and shall be made binding on OWNER and CONTRACTOR.

ARTICLE 7 – MISCELLANEOUS

7.1 *Entire Agreement.* This Agreement represents the entire agreement between the County and Contractor with respect to services required hereunder and supersedes any and all previous understandings, whether oral or written, between the County and Contractor regarding the same. In the event of any inconsistencies between the terms of this Agreement and the contract conditions referenced and incorporated by reference above, this Agreement shall take precedence over and above any conflicting conditions.

7.2 *Optional or Additional Services.* Should Contractor be requested to provide optional or additional services for County relative to, and in connection with, this Agreement, Contractor shall be compensated for such services rendered and expenses reasonably incurred in the amount and rates as may set forth in the Contract Documents or as may be mutually agreed to by the parties hereto.

7.3 *No Waiver.* The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. Further, no provision of this Agreement will be given effect that attempts to require the County to waive any statutory defense or rights regarding this Agreement, including, but not limited to, statute of limitation or the Kansas Tort Claims Act.

7.4 *Severability.* All agreements, covenants and clauses contained herein are severable, and in the event of them shall be deemed or held to be unconstitutional, invalid or unenforced-able, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

7.5 *Open Records.* The terms, conditions, requirements and obligations set forth in this Agreement are public records and are to be subject to the Kansas Open Records Act, K.S.A 45-215 et seq., and amendments thereto, and any applicable federal or state laws, or court order.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, CONTRACTOR and OWNER have caused this Agreement to be executed by their duly authorized representatives in counterparts in the prescribed manner and form on the day and year first above written.

CONTRACTOR

INSITUFORM TECHNOLOGIES USA, LLC

By 

Patrizia H. Sordillo, Contracting & Attesting Officer

Printed Name and Title

[SEAL]

ATTEST:

By 

Diane Partridge, Contracting & Attesting Officer

Printed Name and Title

OWNER

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS


Chairman, Mike Kelly

2-20-2025

ATTEST


Deputy County Clerk

APPROVED AS TO FORM:


Ryan P. Haga, Attorney for the Owner



2024-069 Addendum 2

Insituform Technologies USA, LLC

Supplier Response

Event Information

Number: 2024-069 Addendum 2
Title: Sanitary Sewer Collection System Rehabilitation and Repair (CIPP/MH)
Type: Invitation for Bid
Issue Date: 10/29/2024
Deadline: 12/10/2024 02:00 PM (CT)
Notes: The County is looking to issue a term and supply contract for Cured-In-Place Pipe & Manhole Rehabilitation. Other sewer improvements included are point repairs, CCTV, and line cleaning.

Contact Information

Contact: Kyra Smith
Address: FMA-Purchasing
111 S. Cherry, #2400
Olathe, KS 66061
Phone: (913) 715-0538
Email: kyra.smith@jocogov.org

Insituform Technologies USA, LLC Information

Contact: Janet Hass
Address: 17988 Edison Ave
Chesterfield, MO 63005
Phone: (636) 530-8000
Fax: (636) 530-8744
Toll Free: (800) 325-1159
Email: jhass@aegion.com
Web Address: www.aegion.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Patrizia Sordillo

Signature

psordillo@azuria.com

Email

Submitted at 12/10/2024 01:13:27 PM (CT)

Requested Attachments

Bid Bond

Bid Bond.pdf

Bidders shall submit with their bid a bid bond issued by a surety company licensed to do business in the State of Kansas in the amount of five percent (5.0%) of the total amount of their bid. Said guarantee shall be made payable to the Board of County Commissioners of Johnson County, Kansas.

Questionnaire

Questionnaire Insituform.pdf

Questionnaire

Bid Form

Bid Form.pdf

Bid Form - Signed

Table A

Table A.pdf

Table A: Unit Price for CIPP on Gravity Lines

Table B

Table B.pdf

Table B: Unit Price for Additions for Additional CIPP Thickness on Gravity Lines

Table C

Table C.pdf

Table C: Lateral CIPP Connection Liner - Unit Prices

Table D

Table D.pdf

Table D: Non-Excavation Required Manhole Rehabilitation

Table E

Table E.pdf

Table E: Manhole Lining & Unit Prices

Table F

Table F.pdf

Table F: Excavation Required Manhole Rehabilitation

Table G

Table G.pdf

Table G: Excavation Required Pipe Replacement - Unit Prices

Table H

Table H.pdf

Table H: Excavation Required Lateral Replacement - Unit Prices

Table I

Table I.pdf

Table I: Miscellaneous Construction & Unit Prices

Table J	Table J.pdf
Table J: Unit Prices for Line Cleaning	
Table K	Table K.pdf
Addendum No. 2 - Table K: Unit Prices for CCTV	
Table L	Table L.pdf
Table L: Unit Prices for Hourly Work	
Table M	Table M.pdf
Table M: Unit Prices for Hourly Work	
Table N	Table N.pdf
Table N: Construction Allowances	
Table O: Bid Evaluation	Table O CIPP.pdf
Table O: Bid Evaluation Mainline CIPP Lining	
Table O: Bid Evaluation Continued	Table O Manhole.pdf
Table O: Bid Evaluation Continued Manhole Rehabilitation and Replacement	
Bid Forms - Excel Files	No response
This is optional attachment for the Bid Forms in the Excel file format. Individual bid forms must still be uploaded to their corresponding requested attachment.	

Bid Attributes

1	Bid Terms & Conditions Bidder has read and fully accepts all terms & conditions as presented. If you object, please upload any exceptions you take under the response attachment tab, under "other". ☒ Acknowledged
2	Binding Agent Please indicate the agent who has authority to bind your company to a contract. Binding Agent's name, title, and email address are requested. Patrizia Sordillo; Contracting and Attesting Officer; psordillo@azuria.com
3	Cooperative Procurement With Other Jurisdictions If Johnson County, Kansas awarded you the proposed contract, would you sell under the prices and terms of the contract to any Municipal, County Public Utility, Hospital, Educational Institution or any other non-profit organization? All deliveries shall be FOB Destination and there shall be no obligations on the part of any member of said Council to utilize this contract). This section will not affect award. Yes
4	Insurance If awarded a contract, the successful firm is required to provide a certificate of insurance with stated amounts in the solicitation and contract agreement. Please acknowledge you understand and will meet this requirement. ☒ Acknowledged
5	Debarment Notice Please certify your company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations. Johnson County verifies this information through the use of the GSA System for Award Management prior to award of contract. ☒ Acknowledged

6	Litigation Has your company been a party to any pending or concluded litigation that could effect the outcome of a contract with Johnson County? No
7	Bankruptcy Has your company ever declared bankruptcy? No
8	Purchasing Card Will you accept a County issued procurement credit card (VISA)? If so, please provide the associated fees and conditions if any. No
9	Online Transactions Does your firm or agency allow for online purchasing at the prices stated in your bid? No
10	Invoice Discount Terms Is a discount offered for prompt payment of invoices? If a discount is offered, please provide detailed information on terms, discount and days. No
11	CORE4 Tax Clearance I acknowledge the CORE4 Tax Clearance form RD-C3 and multi-jurisdictional forms will be completed and approved prior to award if contract is to exceed \$150,000. ☒ Acknowledge
12	Contract Renewal The County reserves the sole right to renew said contract for four (4) additional 12 month period(s) at the same price, specifications, terms and conditions of the original contract that may be derived from this bid request. ☒ Contract Renewal
13	Authorization of Work Orders All work performed under this contract must be authorized by the Operations or Support Services Division of Johnson County Wastewater. A list of authorized personnel shall be supplied to the successful bidder(s). ☒ Acknowledge
14	Addendum No. 1 I have read and understand Addendum No. 1 ☒ Acknowledged
15	Addendum No. 2 I have read and understand Addendum No. 2 ☒ Acknowledged

Bid Lines

1	Total Mainline CIPP Lining Price Including Deduction (See Note 5) Table O: Bid Evaluation Mainline CIPP Lining
	Quantity: <u> 1 </u> UOM: <u> LS </u> Price: \$1,980,485.00 Total: \$1,980,485.00
2	Total Manhole Rehabilitation Price Including Deduction (See Note 5) Table O: Bid Evaluation Continued Manhole Rehabilitation and Replacement
	Quantity: <u> 1 </u> UOM: <u> LS </u> Price: \$1,697,025.00 Total: \$1,697,025.00

Response Total: \$3,677,510.00

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order with Independent Salt Company for the purchase of de-icing road salt by the Municipal Services Department and authorize purchases not to exceed \$250,000 in FY 2025-2026.

Recommendations:

Approval is recommended.

Background:

An Invitation to Bid (ITB #25047) for de-icing salt was advertised by the City on August 14, 2025. The bid was posted on the e-procurement website, Public Purchase, which the City utilizes for issuing solicitations. Responses were received from Independent Salt Company, Compass Minerals America Inc., Central Salt, LLC, and Cargill, Inc. Both Compass Minerals America, Inc., and Cargill, Inc. submitted incomplete bids.

The following bids deemed by City Staff to be complete and responsive were received for the requested pricing of Bulk Untreated Sodium Chloride Deicing Salt based on a potential quantity of 4000 tons and delivery estimations:

Vendor	Year 1 Unit Price	Year 1 Total	Year 2 Unit Price	Year 2 Total	Year 3 Unit Price	Year 3 Total	Delivery Time After Notification
Independent Salt Company	\$66.10	\$264,400	\$68.40	\$273,600	\$70.40	\$281,600	1 Day
Central Salt, LLC	\$80.21	\$320,840	\$82.62	\$330,480	\$85.10	\$340,400	5 Days

Staff recommends that the Independent Salt Company, as the lowest and most responsive bidder. The city may issue two more purchase orders per the RFP response.

Approval of this item also authorizes the Municipal Services Department to expend up to \$250,000 for the purchase of salt from Independent Salt Company in fiscal year 2025-2026, and authorizes change orders of up to ten(10) percent of this authorized amount. The Municipal Services Department purchases salt annually for application to roadways during inclement winter weather.

This is a budgeted operating expense.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$275,000, including a 10% contingency. Funding for this expense is included in the FY26 budget, on page number 169, from account number 0115112-5312.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Copy of Bid Tab - ITB #25047 - De-Icing Salt

Invitation To Bid (ITB) #25047 - De-Icing Salt
 Bid Closing Date - September 3rd, 2025

Vendor				Cargill, Inc.		Central Salt, LLC		Compass Minerals America Inc.		* Independent Salt Company *	
Item Code	Item Name	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 1, Item 1	Bulk Un-Treated Sodium Chloride Deicing Salt delivered	4000	Tons	Incomplete Bid. Non-Responsive.		\$80.21	\$320,840.00	No Bid		\$66.10	\$264,400.00
Year 1, Item 2	Bulk Clean Salt (Solar Salt) delivered	100	Tons	Incomplete Bid. Non-Responsive.		\$0.00	\$0.00	No Bid		\$0.00	\$0.00
Year 2, Item 1	Bulk Un-Treated Sodium Chloride Deicing Salt delivered	4000	Tons	Incomplete Bid. Non-Responsive.		\$82.62	\$330,480.00	No Bid		\$68.40	\$273,600.00
Year 1, Item 2	Bulk Clean Salt (Solar Salt) delivered	100	Tons	Incomplete Bid. Non-Responsive.		\$0.00	\$0.00	No Bid		\$0.00	\$0.00
Year 3, Item 1	Bulk Un-Treated Sodium Chloride Deicing Salt delivered	4000	Tons	Incomplete Bid. Non-Responsive.		\$85.10	\$340,400.00	No Bid		\$70.40	\$281,600.00
Year 1, Item 2	Bulk Clean Salt (Solar Salt) delivered	100	Tons	Incomplete Bid. Non-Responsive.		\$0.00	\$0.00	No Bid		\$0.00	\$0.00
Item 3	Delivery time after notification (Default is 1 - Enter # of days for your delivery lead time)	1	days	Incomplete Bid. Non-Responsive.		5	5	No Bid		1	1
TOTAL				Incomplete Bid. Non-Responsive.		\$991,720.00		No Bid		\$819,600.00	

* Independent Salt Company recommended for award based on being the apparent low bidder.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the properties at 710 & 720 W Maple Avenue from R-30, High Density Residential, and C-2, General Commercial, to R-6, Single Family Residential. ***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. 8-12-25 Public Notice Proof

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, August 12, 2025, and by the Independence **City Council** at 6 p.m., Monday, October 6, 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 25-100-17 – 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).

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

Witness my hand this 21 st 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 26, 2025

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-085 **2R** 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. **2R**

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-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 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
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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

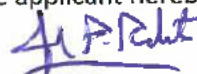
Address

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.

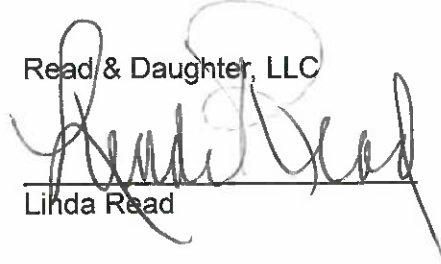
REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get a copy of a petition, please contact the Planning staff at 816-325-7421.

Applicant and
LandRock Signature Homes, LLC



John P. Roberts

Read & Daughter, LLC



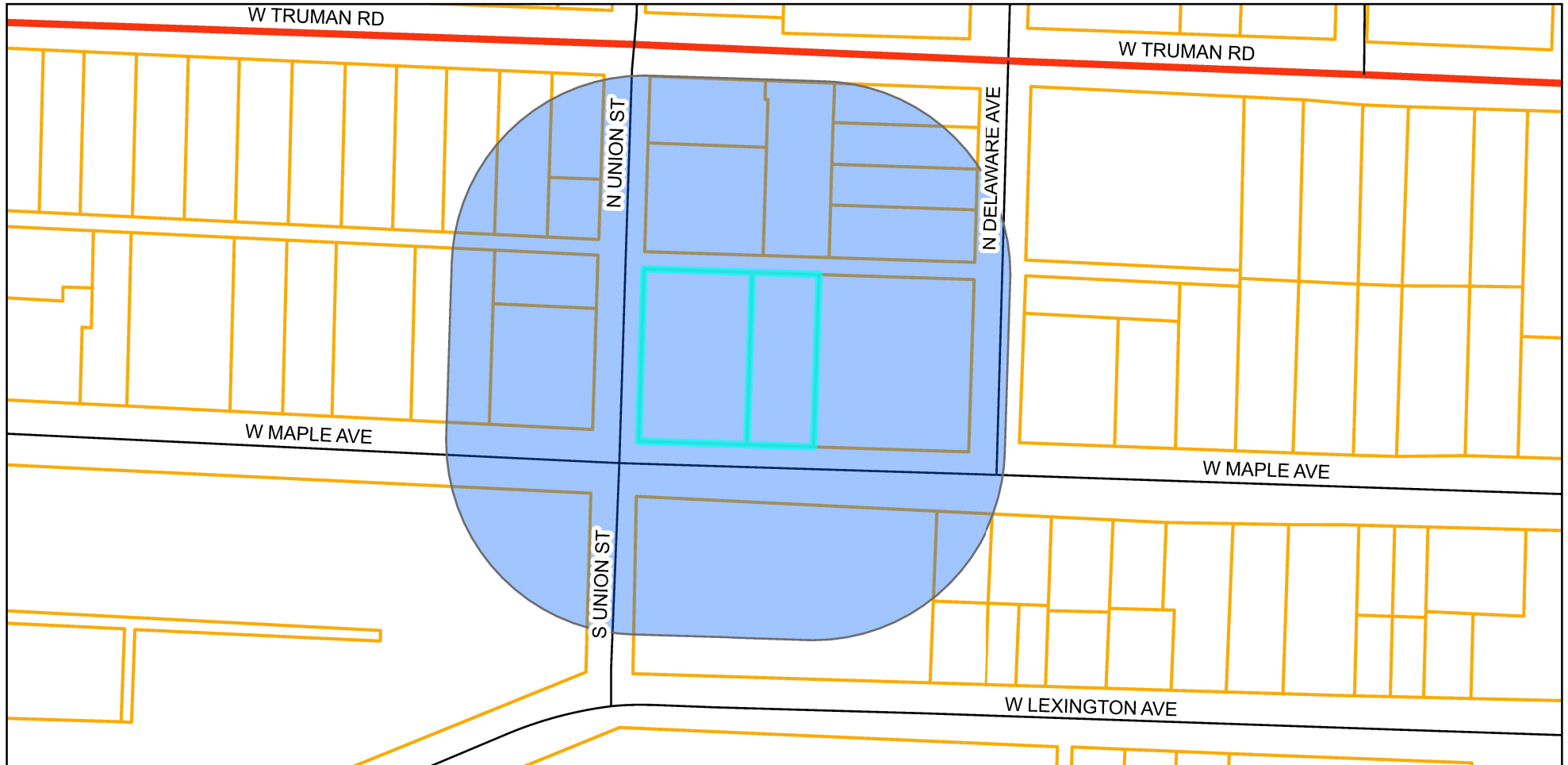
Linda Read

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:

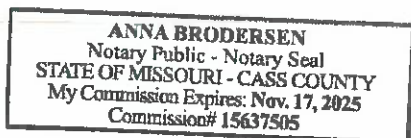
That I am the applicant or owner for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. The list 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.

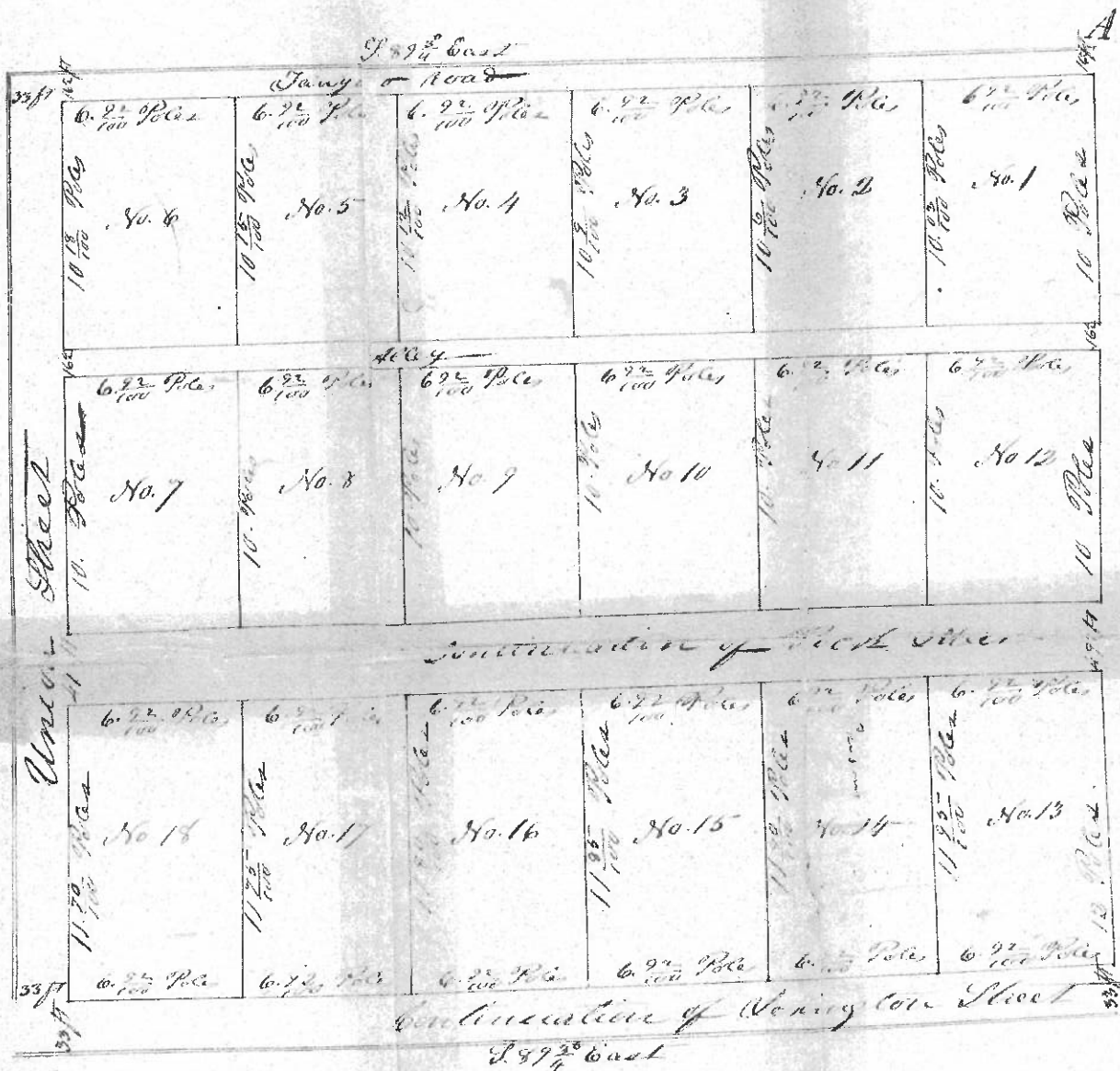


Notary Public

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. # ~~12~~ 3.

Moore, Adm.
And.

Moore
Addition to
Independence

5861

Place of Court
October 1847
Wm. C. Moore
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 clerk 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 clerk of the said Court for
the use and purposes therein contained

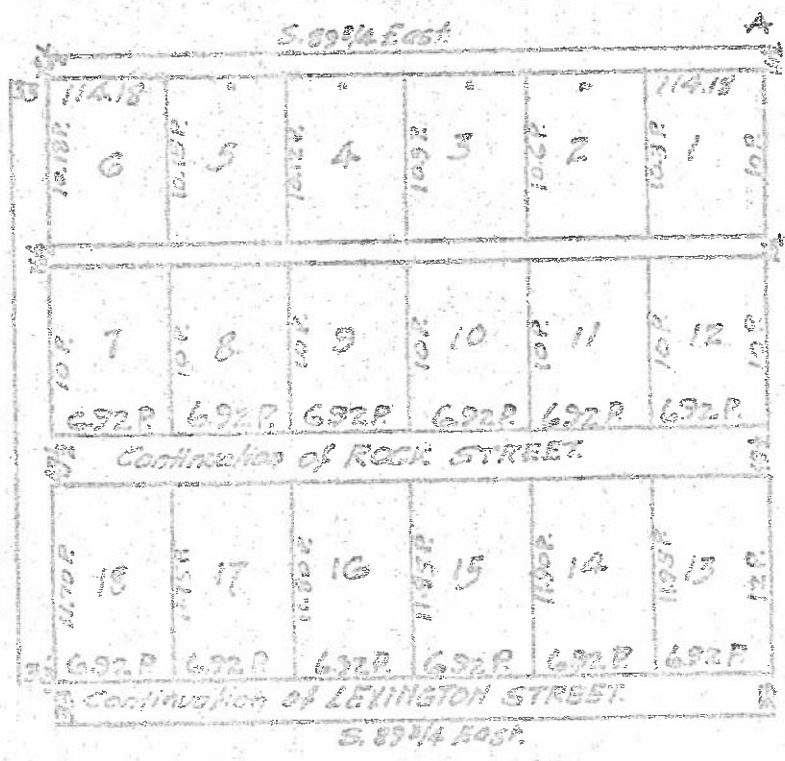
In testimony whereof I have here
unto set my hand and seal
of said Court at office in the
City of Jefferson this day and
date above written

J. Jefferson

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.



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

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
this day and date above written
James F. Allen

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

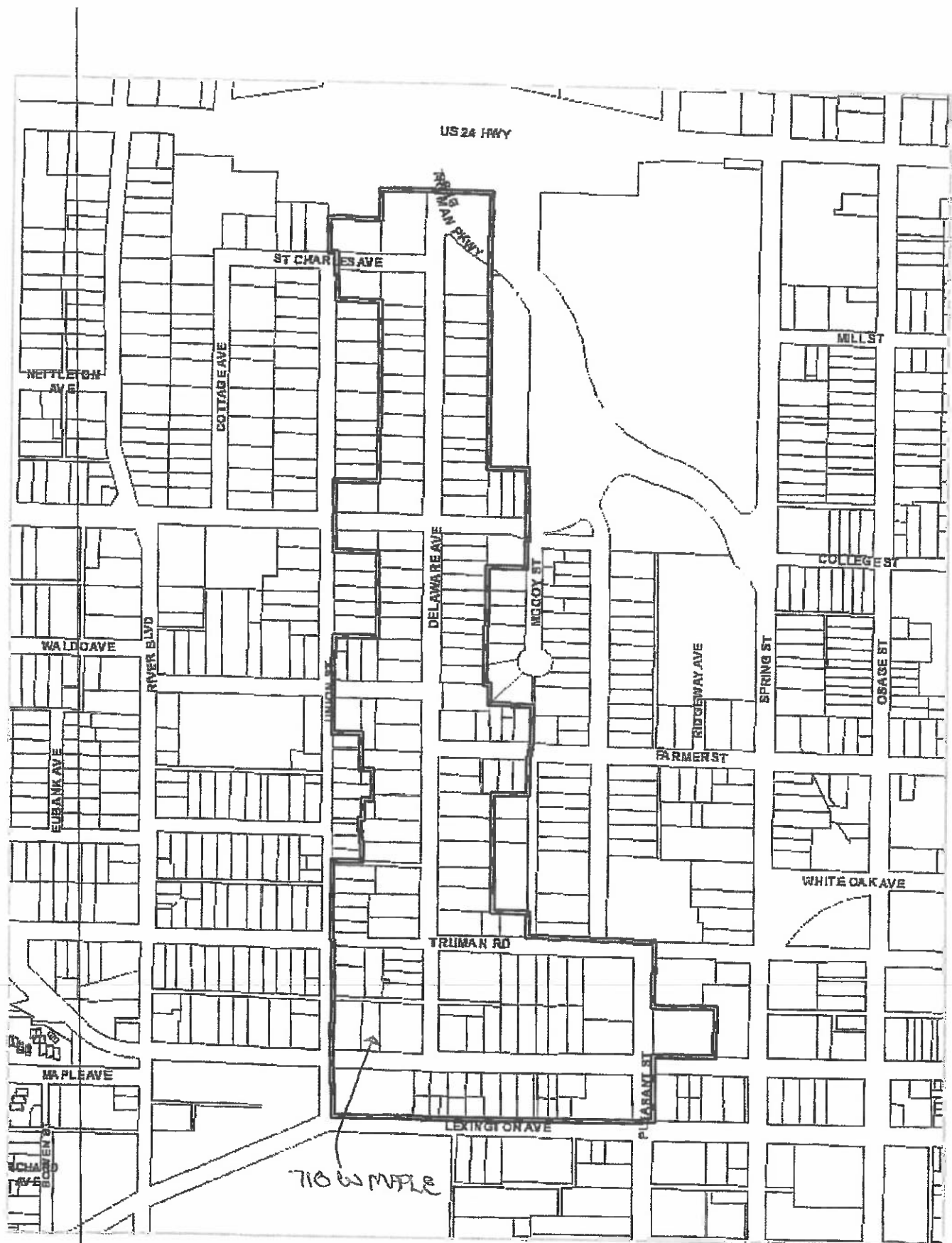
Legal Description: Moore's Addition, lot 7

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.

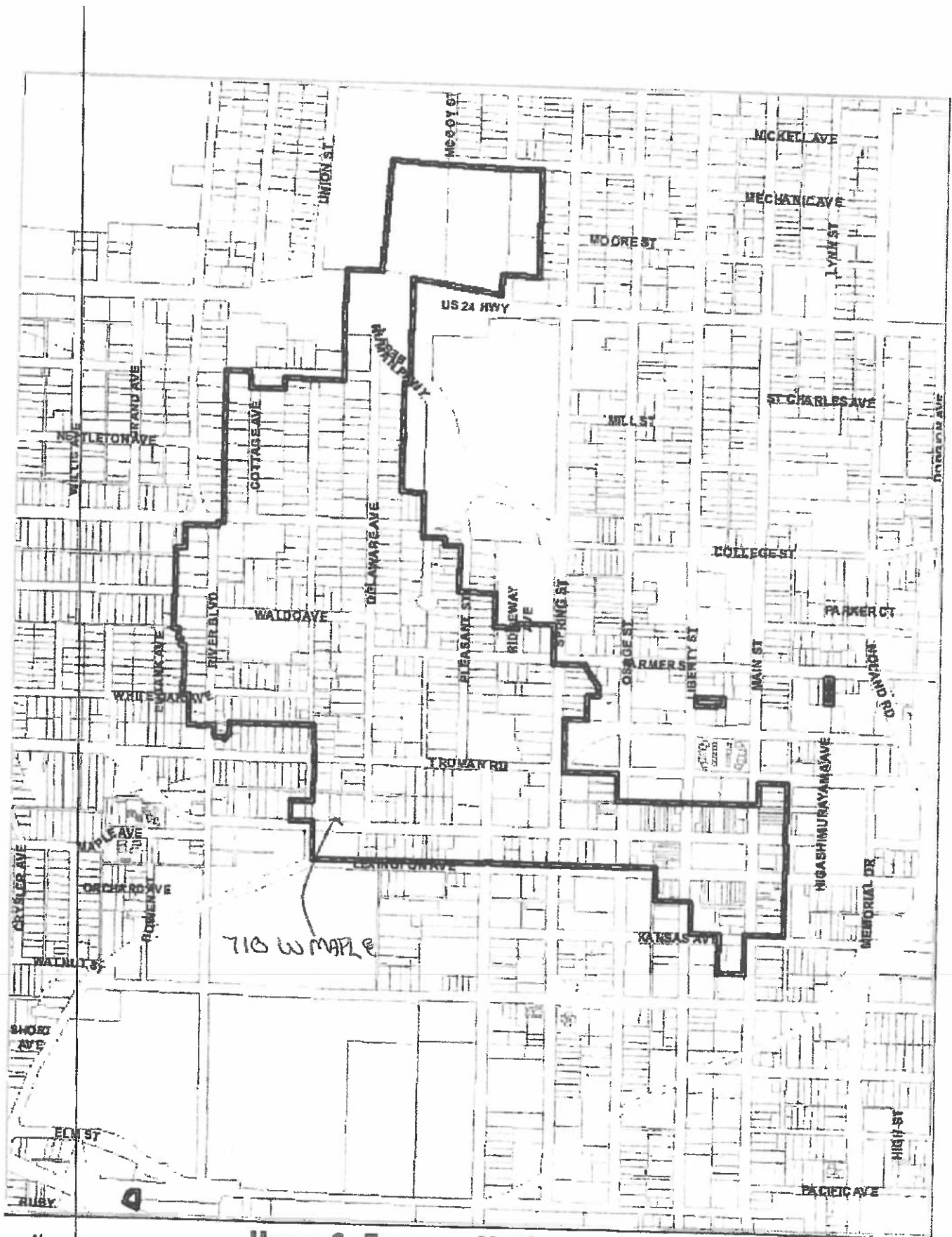
Alterations: one-story brick addition on north rear wall with wood balustrade above eaves.

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

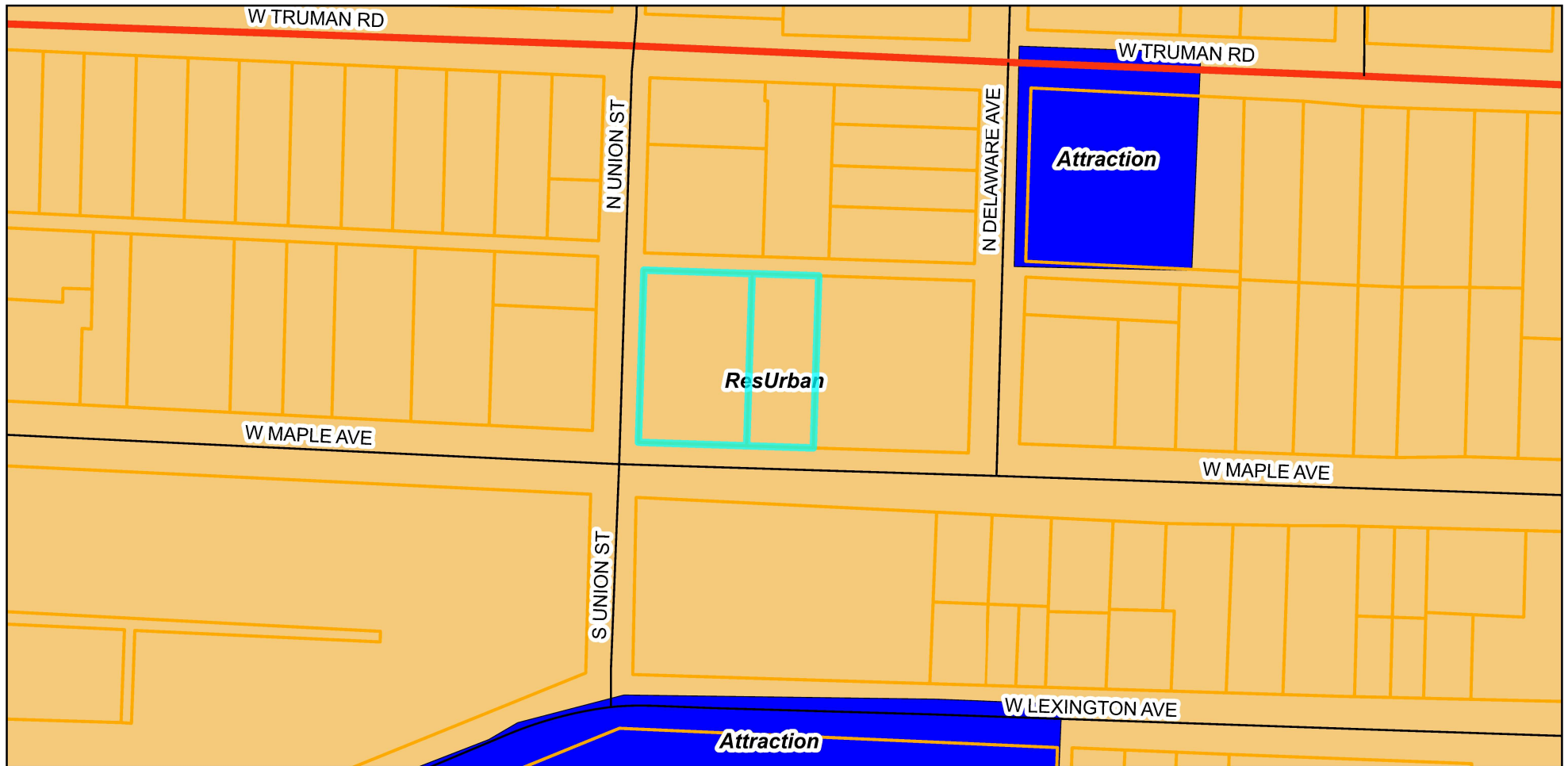
Harry S. Truman National Historic Landmark District

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

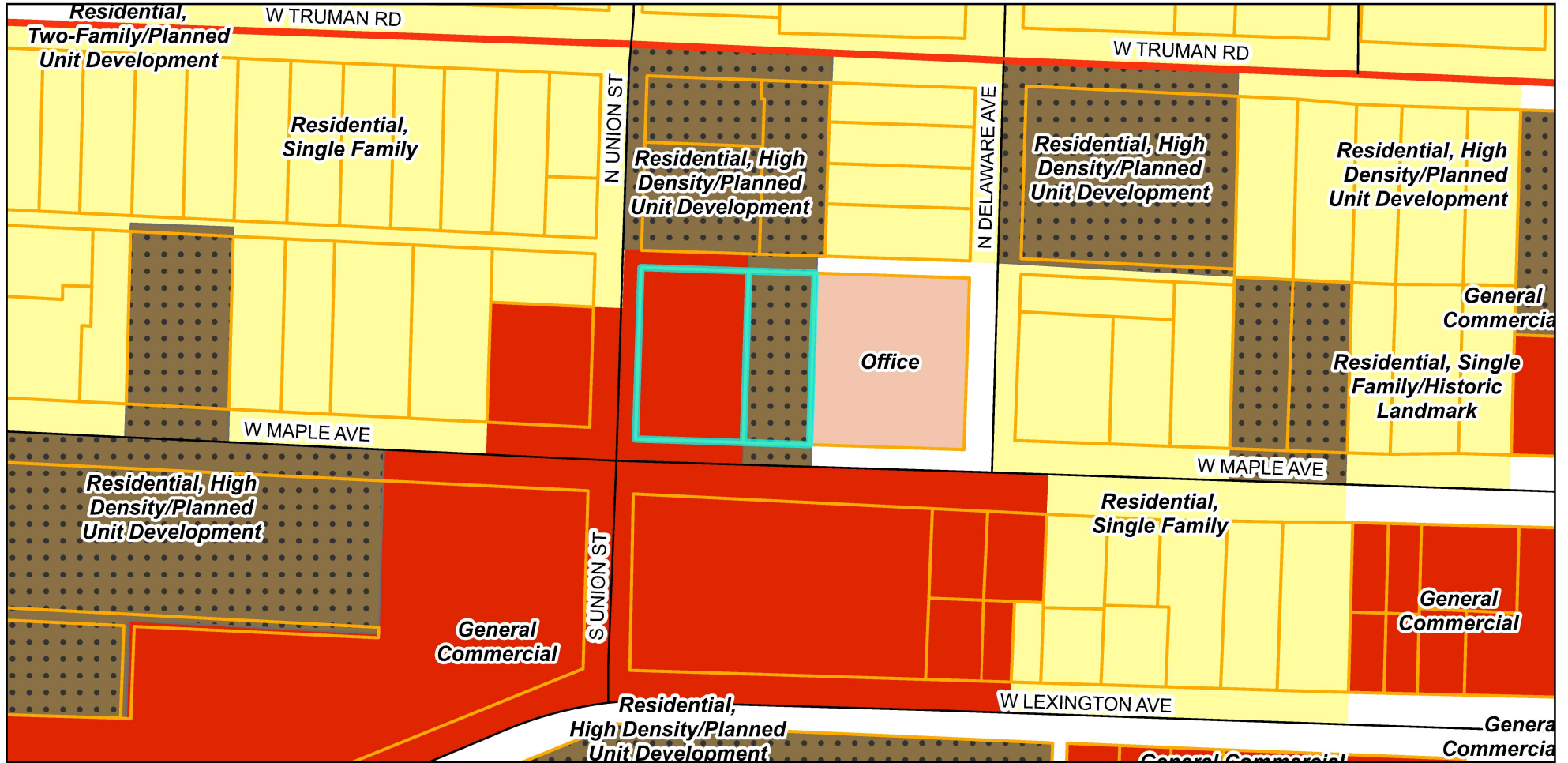

Prepared For: Planning Commission
 Meeting Date: August 12, 2025



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:

A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to fuel sales & auto repair. ***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. 8-26-25 Public Notice Proof

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, August 26, 2025, and by the Independence **City Council** at 6 p.m., Monday, October 6, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-200-07 – Special Use Permit - 4023 S. Noland Road
– A request by Wally's to operate a gas station.

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

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.

The Planning Commission and City Council will conduct a full public hearing on this case.

Witness my hand this 5th day of August, 2025.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Aug 9, 2025

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-086 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to motor vehicle repair and gasoline and fuel sales. **2R**

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 /
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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.

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.

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:

A public hearing for the Special Use Permit application to operate a gas station at 4023 S. Noland 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. 8-26-25 Public Notice Proof

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, August 26, 2025, and by the Independence **City Council** at 6 p.m., Monday, October 6, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-200-07 – Special Use Permit - 4023 S. Noland Road
– A request by Wally's to operate a gas station.

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

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.

The Planning Commission and City Council will conduct a full public hearing on this case.

Witness my hand this 5th day of August, 2025.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Aug 9, 2025

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-087 **2R** An ordinance approving a Special Use Permit to operate a gas station at 4023 South Noland Road, Independence, Missouri. **2R**

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.
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.

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.

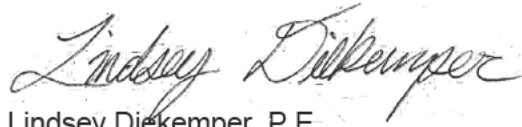
The Wally's site is approximately 18.94 acres with an approximately 54,000 square foot convenience store, 42 fuel dispenser islands, 287 standard parking spaces, 11 electric vehicle charging spaces, 8 accessible parking spaces (including 4 van accessible) and approximately 9.65 acres of unpaved area. 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.

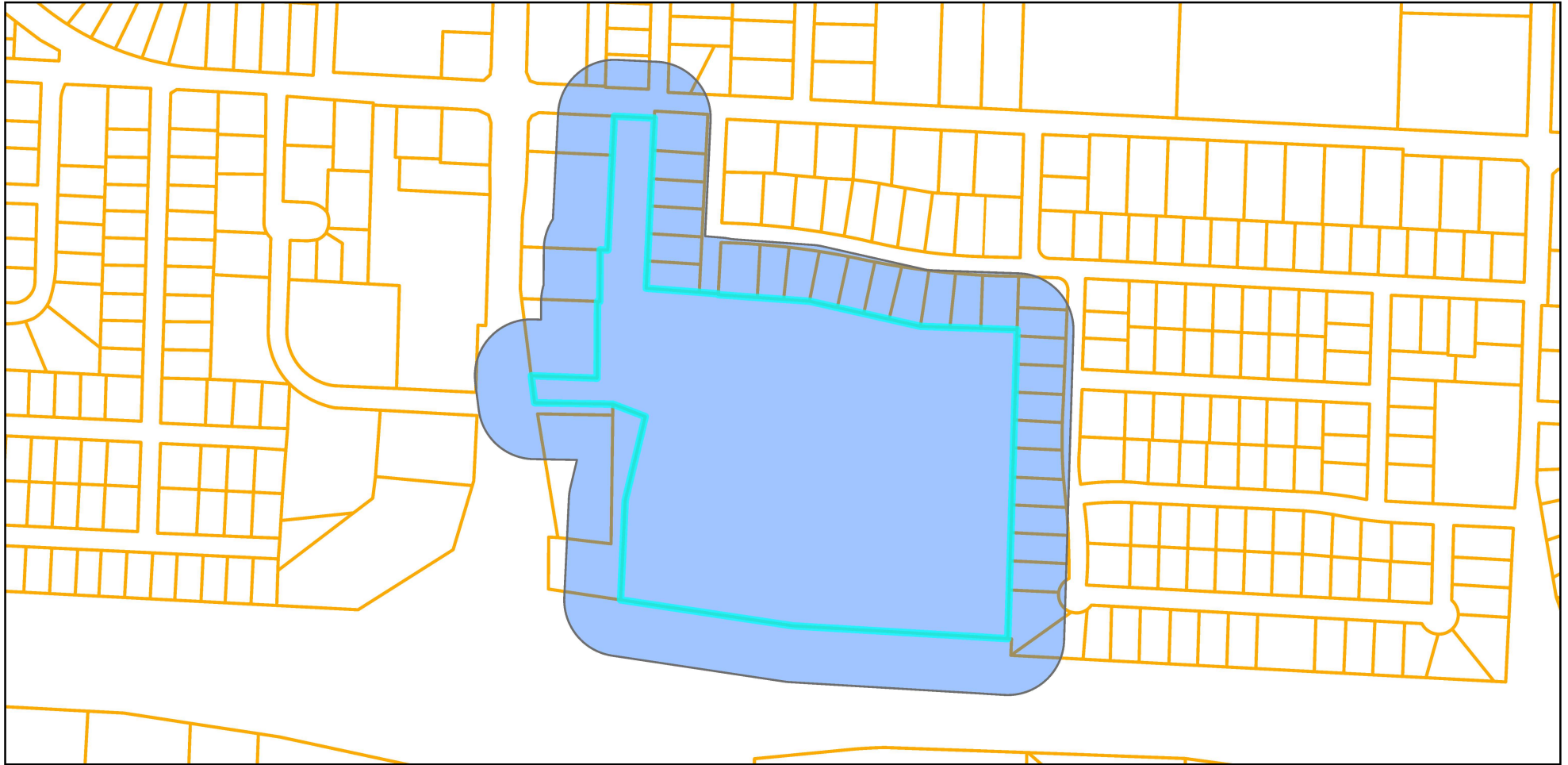
Property Address	Property Owner	Owner Address	City	State	ZIP Code
14104 E 39TH ST S	WARD DAVID J & KAREN M & TENTORI MARY JO	14106 E 39TH ST S	INDEPENDENCE	MO	64055
14201 E 39TH TER S	SANDERS CHERYL LEE	14201 E 39TH TER	INDEPENDENCE	MO	64055
14205 E 39TH TER S	CAREY KAITLYN B & DANIEL L	14205 E 39TH 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.

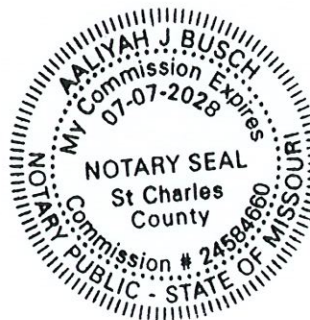
Lindsey Diekemper

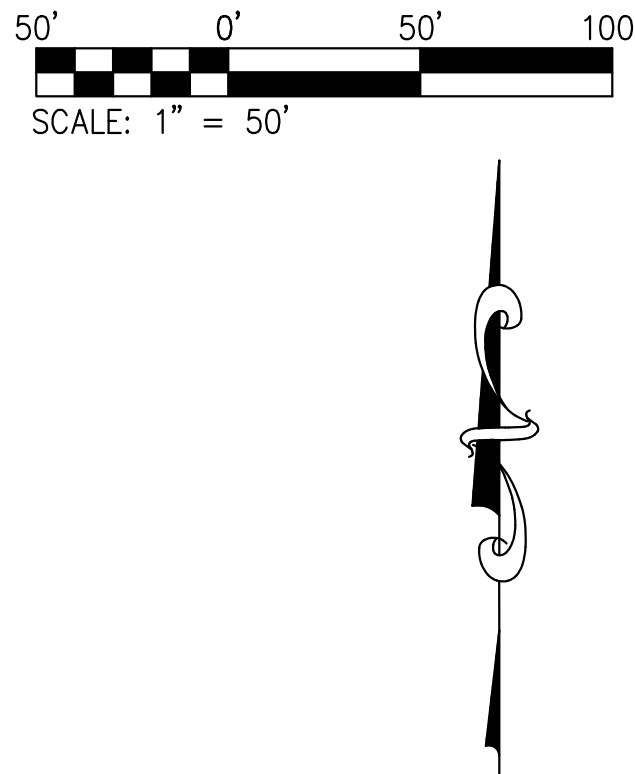
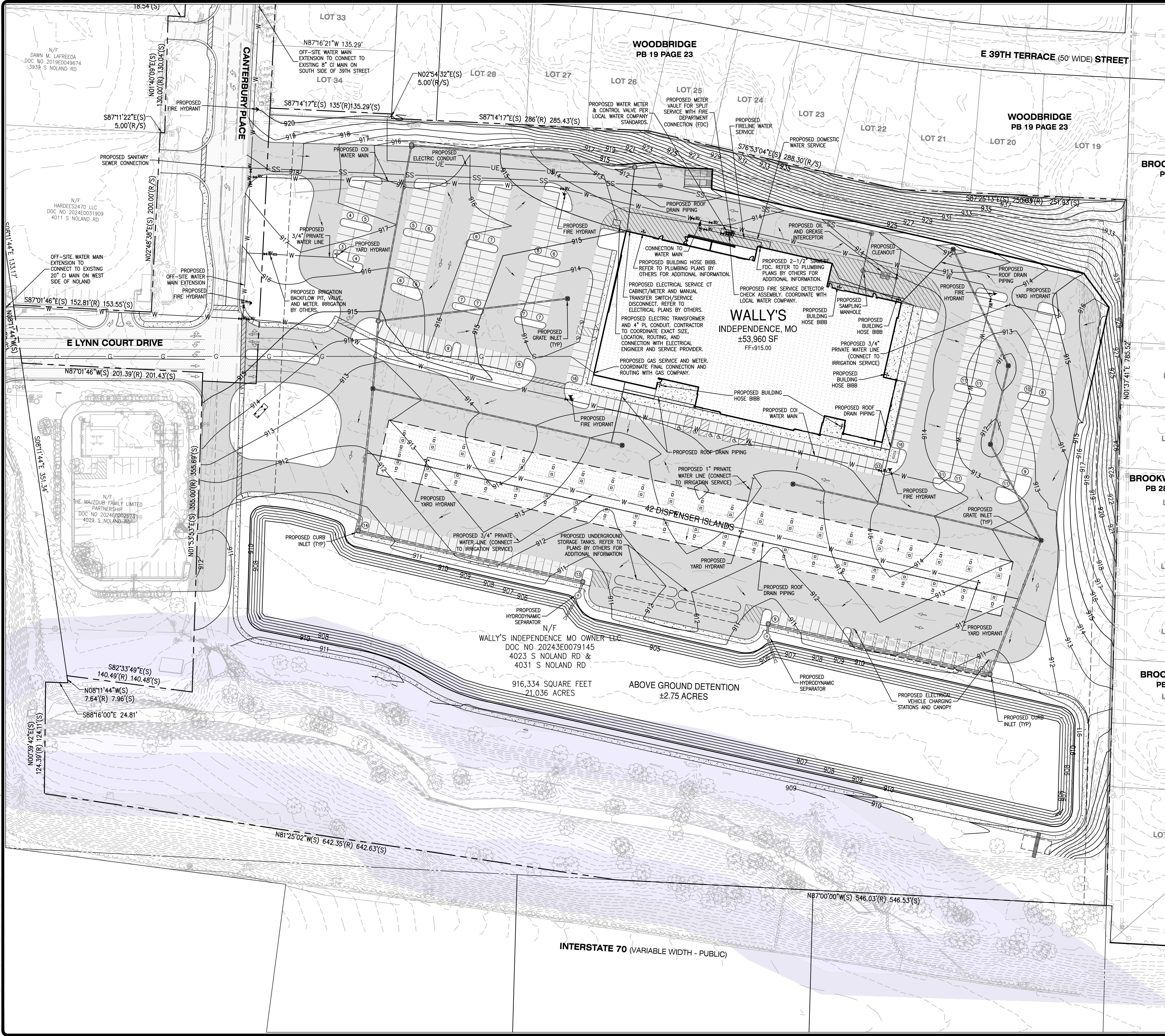
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 7th day of august, 2025.

Aaliyah J. Busch
Notary Public

07/07/2028
Commission Expiration Date





STORM WATER MANAGEMENT

ABOVE GROUND DETENTION WILL BE PROVIDED PER THE BELOW PEAK DISCHARGE RELEASE RATES. THESE RELEASE RATES WERE ADOPTED BY THE CITY OF INDEPENDENCE FROM THE 2011 APWA SECTION 5600 FOR STORM DRAINAGE SYSTEMS & FACILITIES REQUIREMENTS. IT IS ESTIMATED THAT 14.5 ACRES OF THE WALLY'S SITE CAN BE COLLECTED FOR DETENTION WITH THE REMAINING ACREAGE BEING OFF-SITE OR DOWNSTREAM OF THE PROPOSED BASIN, WITHIN THE STREAM BUFFER.

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
0.5 CFS X 14.5 ACRES = 7.25 CFS
- 10% (10YR) STORM PEAK RATE $\leq$ 2.0 CFS PER SITE ACRE
2.0 CFS X 14.5 ACRES = 29.0 CFS
- 1% (100YR) STORM PEAK RATE $\leq$ 3.0 CFS PER SITE ACRE
3.0 CFS X 14.5 ACRES = 43.5 CFS

THE CITY OF INDEPENDENCE HAS ADOPTED THE APWA MARC MANUAL FOR STORM WATER 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.

FOR ADDITIONAL INFORMATION, PLEASE REFER TO THE PRELIMINARY STORM WATER ANALYSIS DOCUMENT. A FULL STORM WATER MANAGEMENT REPORT WILL ALSO BE PROVIDED AS PART OF THE FINAL DESIGN FOR THIS PROJECT.

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 DESIGN AND CONSTRUCTION OF THE PROJECT. THE PROFESSIONAL HAS REVIEWED THE PROJECT AND FOUND IT TO BE IN ACCORD WITH THE CITY OF INDEPENDENCE, MISSOURI, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OF INSTRUMENTS NOTED ON THESE PLANS. THE PROFESSIONAL'S REVIEW IS LIMITED TO THE PROJECT AND DOES NOT INCLUDE ANY OTHER PROJECTS OR ANY OTHER MATTER.

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
4023 S. NOLAND ROAD
INDEPENDENCE, MO 64055

PRELIM GRADING & UTILITY PLAN

+ ST. CHARLES
1320 S. Fifth Street
Suite 307
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CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
7/65 ADA TRANSITION PLANNING
Professional Engineer License #10193871
Missouri Professional Engineer License #00233 and State of Missouri Professional Engineer License #00233 and State of Missouri Professional Engineer License #00233

DESIGN/CALC BY:
LFD

DRAWN BY:
MRS

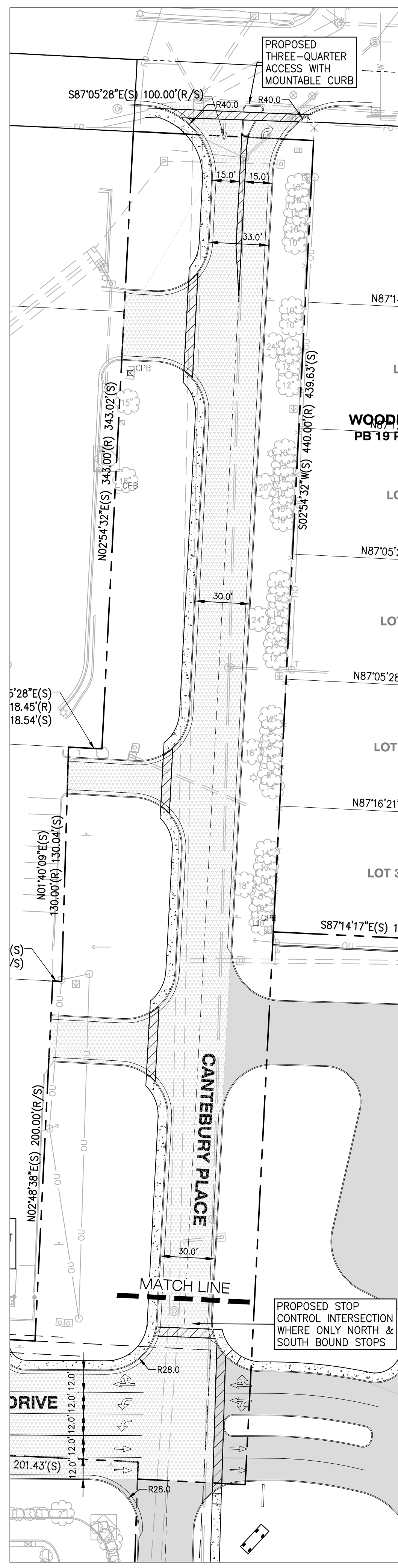
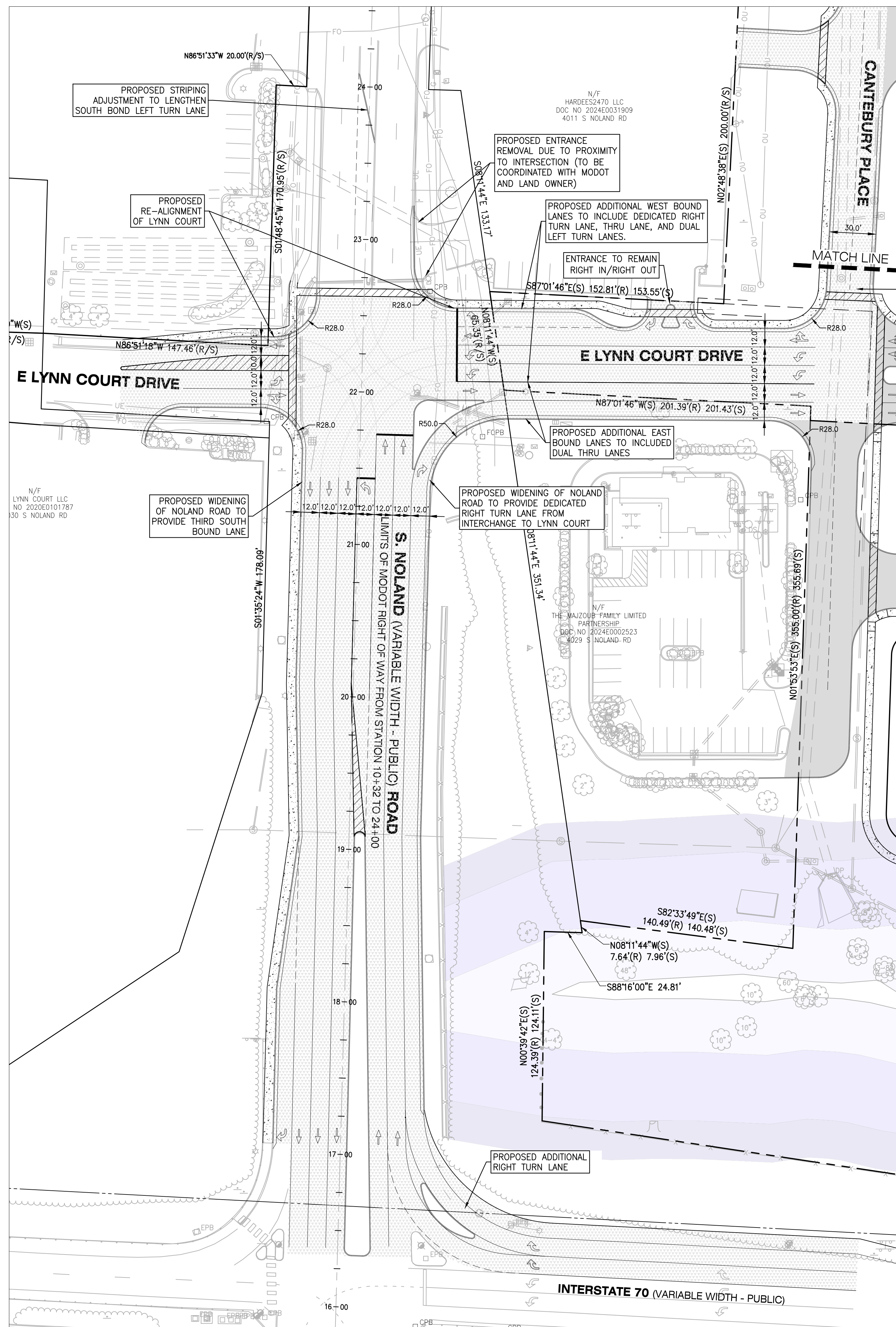
CHECKED BY:
ALA

DRAWING SCALE:
AS SHOWN

DATE:
08/05/2025

Job Number:
24-0011

Sheet Number:
C2.0





GENERAL NOTE:

1. SEE SHEET L1.5 FOR LANDSCAPE NOTES, CALCULATIONS AND FULL PLANT SCHEDULE WITH QUANTITIES.

DESIGN/CALC BY	LFD
DRAWN BY	MRS
CHECKED BY	ALA
DRAWING SCALE	AS SHOWN
DATE	08/05/2025
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24-0011	
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GENERAL NOTE:

1. SEE SHEET L1.5 FOR LANDSCAPE NOTES, CALCULATIONS AND FULL PLANT SCHEDULE WITH QUANTITIES.

REF. DWG. L1.0



L1.1

PLANT MATERIAL SCHEDULE			
CANOPY TREES			
SYMB.	ABBV.	BOTANICAL NAME	COMMON NAME
	UA	Ulmus americana 'Valley Forge'	American Elm 'Valley Forge'
	GT	Gleditsia triacanthos f. inermis 'Skyline'	Thornless Honeylocust
	AF	Acer x freemanii Autumn Blaze	Autumn Blaze Maple
	TT	Liriodendron tulipifera	Tuliptree
	QS	Quercus shumardii	Shumard Oak

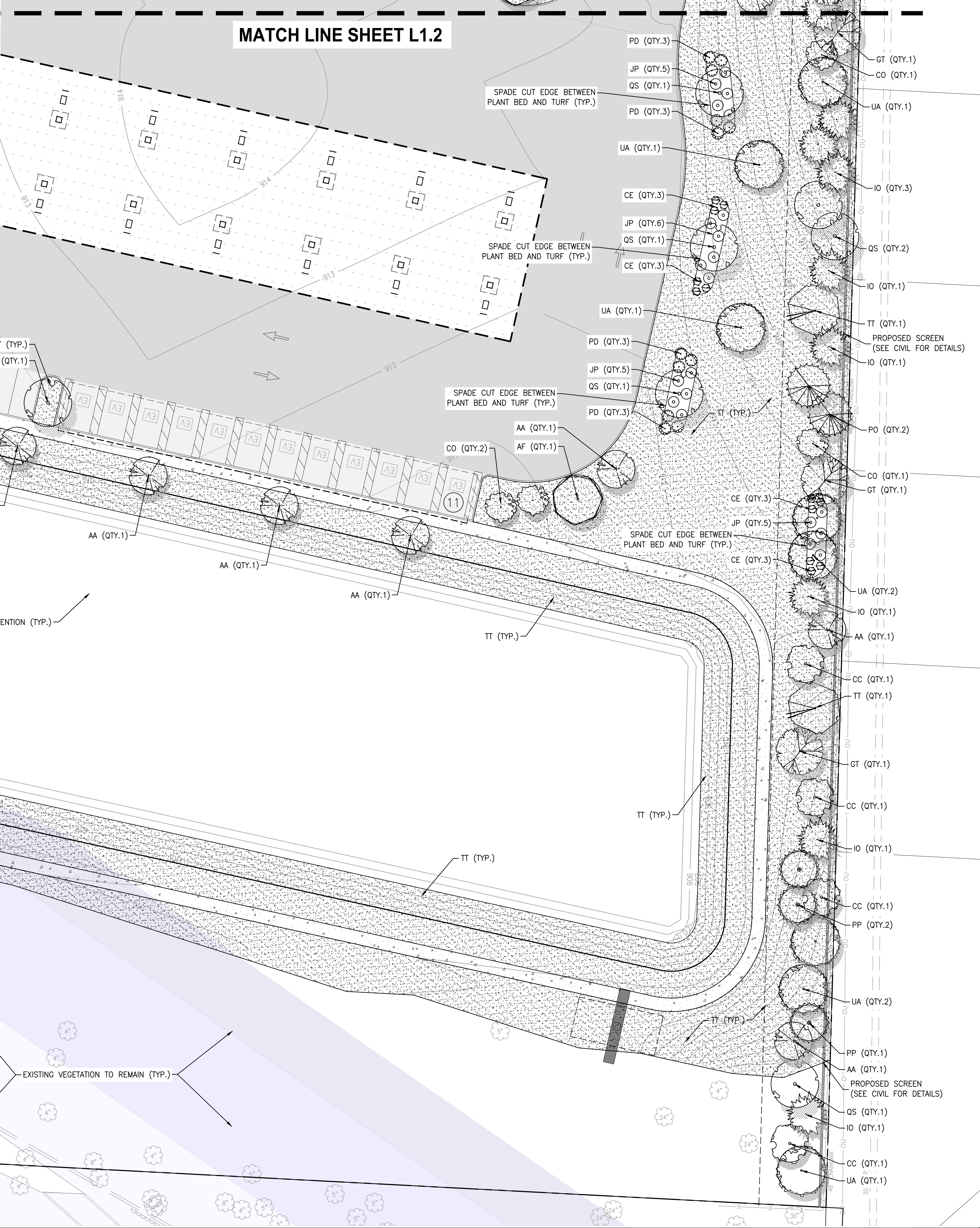
EVERGREEN TREES			
SYMB.	ABBV.	BOTANICAL NAME	COMMON NAME
	IO	Ilex opaca	American Holly
	PO	Pinus strobus	White Pine
	PP	Picea pungens	Blue Spruce
ORNAMENTAL TREES			
SYMB.	ABBV.	BOTANICAL NAME	COMMON NAME
	CC	Cercis canadensis	Redbud
	AA	Amelanchier arborea	Dawny Serviceberry

	CO	Cotinus obovatus	American Smoke Tree
SHRUBS / GRASSES			
SYMB.	ABBV.	BOTANICAL NAME	COMMON NAME
	PD	Physocarpus opulifolius 'Diabolo'	Ninebark
	RA	Rhus aromatica 'Gro-Low'	Fragrant sumac
	CE	Ceanothus americanus	New Jersey Tea
	BG	Buxus x 'Green Velvet'	Green Velvet Boxwood
	JP	Juniperus x pfitzeriana 'Sea Green'	Chinese Juniper
	JC	Juniperus chinensis 'Spartan'	Chinese Juniper
	SS	Schizachyrium scoparium	Little Bluestem
	TT		Turf Type Tall Fescue

GENERAL NOTE:

1. SEE SHEET L3 FOR LANDSCAPE NOTES, CALCULATIONS AND FULL PLANT SCHEDULE WITH

GENERAL NOTE:
1. SEE SHEET L1.5 FOR LANDSCAPE NOTES, CALCULATIONS AND FULL PLANT SCHEDULE WITH QUANTITIES.

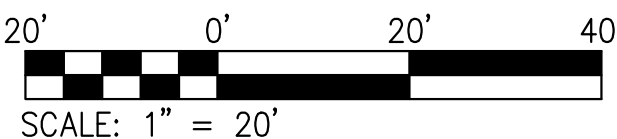


MATCH LINE SHEET L1.4

ABOVE GROUND DETENTION
±2.75 ACRES

1 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) 730-0866

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LANDSCAPE ENLARGEMENT

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7/65 ADA TRANSITION PLANNING
Registered Professional Engineer
Professional Engineer #10193871
State of Missouri, License # 10193871
Professional Engineer #10193871
Professional Engineer #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
L1.3

USER: Lindsey Diekemper TAB: L1.3
DATE: August 5, 2025 - 8:48:38 AM
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Page 250 of 644

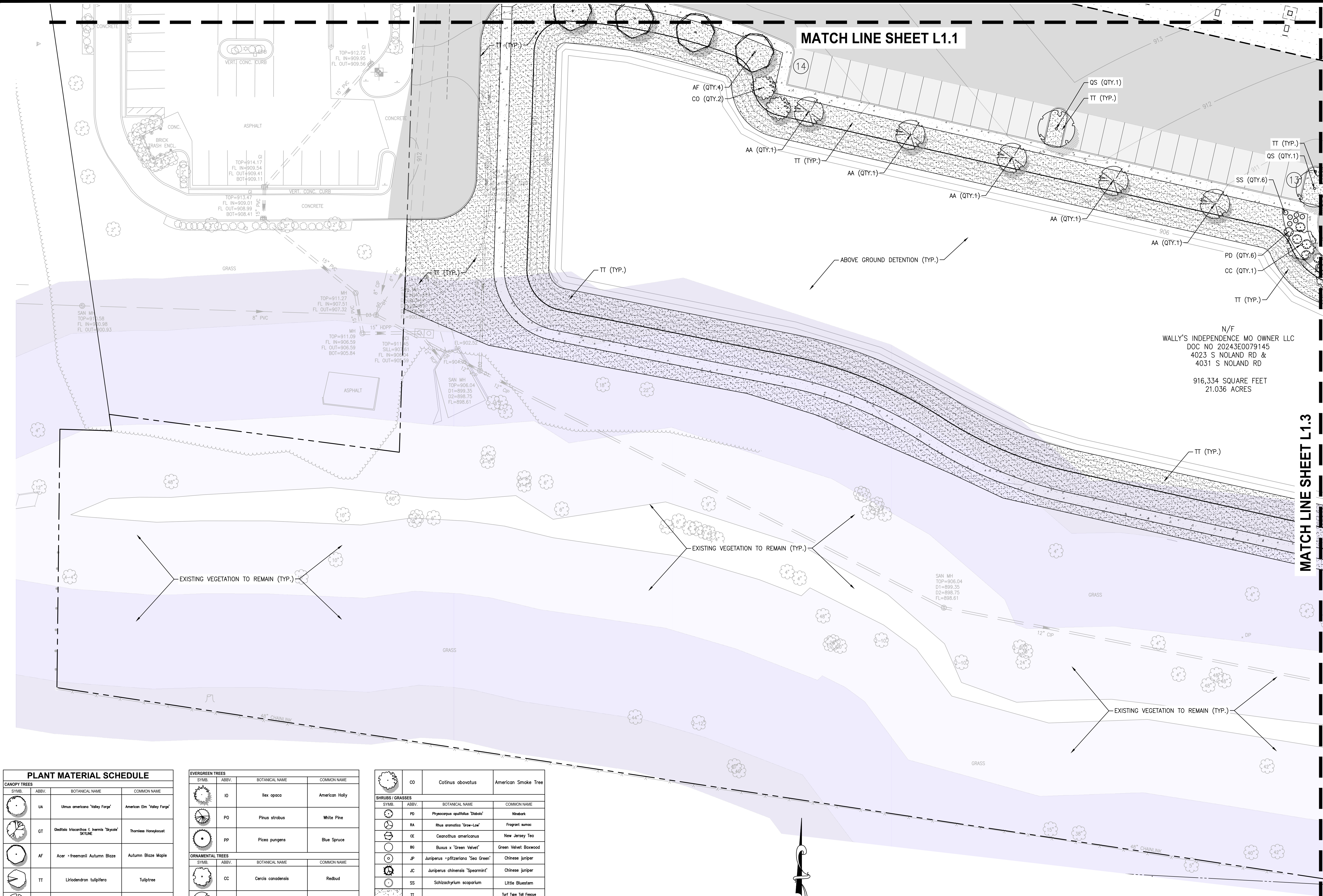
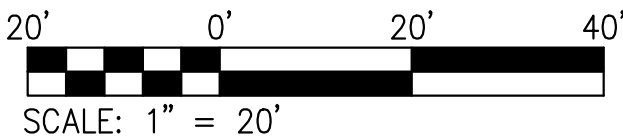
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PLANT MATERIAL SCHEDULE			
CANOPY TREES			
SYMB.	ABBV.	BOTANICAL NAME	COMMON NAME
	UA	Ulmus americana 'Valley Forge'	American Elm 'Valley Forge'
	GT	Gleditsia tricanthos f. inermis 'Skyline SKYLINE	Thornless Honeylocust
	AF	Acer 'freemanii' Autumn Blaze	Autumn Blaze Maple
	TT	Liriodendron tulipifera	Tuliptree
	QS	Quercus shumardii	Shumard Oak

EVERGREEN TREES			
SYMB.	ABBV.	BOTANICAL NAME	COMMON NAME
	IO	Ilex opaca	American Holly
	PO	Pinus strobus	White Pine
	PP	Picea pungens	Blue Spruce
ORNAMENTAL TREES			
SYMB.	ABBV.	BOTANICAL NAME	COMMON NAME
	CC	Cercis canadensis	Redbud
	AA	Amelanchier arborea	Downy Serviceberry

	CO	Cotinus obovatus	American Smoke Tree
SHRUBS / GRASSES			
SYMB.	ABBV.	BOTANICAL NAME	COMMON NAME
	PD	Physocarpus opulifolius 'Diablo'	Ninebark
	RA	Rhus aromatica 'Graw-Long'	Fragrant sumac
	CE	Ceanothus americanus	New Jersey Tea
	BG	Buxus x 'Green Velvet'	Green Velvet Boxwood
	JP	Juniperus x 'pfitzeriana 'Sea Green'	Chinese Juniper
	JC	Juniperus chinensis 'Spartan'	Chinese Juniper
	SS	Schizachyrium scoparium	Little Bluestem
	TT	Turf Type Tall Fescue	

GENERAL NOTE:
1. SEE SHEET L1.5 FOR LANDSCAPE NOTES, CALCULATIONS AND FULL PLANT SCHEDULE WITH QUANTITIES.



N/F
WALLY'S INDEPENDENCE MO OWNER LLC
DOC NO 20243E0079145
4023 S NOLAND RD &
4031 S NOLAND RD

916,334 SQUARE FEET
21.036 ACRES

MATCH LINE SHEET L1.3

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cole

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
7/65 ADA TRANSITION PLANNING
Registered Professional Engineer and Land Surveyor
Registration #10193871
State of Missouri, License # 10193871
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4023 S. NOLAND ROAD
INDEPENDENCE, MO 64055

LANDSCAPE ENLARGEMENT

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 "Skycolor 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 x pfitzeriana "Sea Green"	Chinese juniper	18"-24" Min.	Cont.	AS SHOWN		
	JC	15	Juniperus chinensis "Spearmint"	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	PROVD
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	PROVD
AT LEAST ONE TREE AND THREE SHRUBS MUST BE INSTALLED FOR EVERY 40 FEET OF PARKING LOT PERIMETER	SOUTH PERIMETER +/- 920 L.F. 920/40 = 23 23 x 3 = 69	23 TREES 69 SHRUBS	23 TREES 69 SHRUBS
*** 14-503-02-B ALONG PUBLIC AND OR PRIVATE STREETS -- GAS STATION LANDSCAPE REQUIRES AN ADDITIONAL 25% OF THE PERIMETER PLANTINGS	WEST PERIMETER *** ALONG CANTERBURY PLACE +/- 390 L.F. 390/40 = 9.75 + 25% = 12.2 9.75 x 3 = 29.25 + 25% = 36.5	13 TREES 37 SHRUBS ***INCLUDES THE 25% INCREASE	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	PROVD
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 15.3x1=15.3 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 PLANT MATERIAL, OR ANY COMBINATION THEREOF. AN OPAQUE FENCE SCREEN MUST BE AT LEAST SIX FEET IN HEIGHT AND A MAXIMUM HEIGHT OF 12 FEET AND MUST BE CONSTRUCTED OF APPROVED FENCING MATERIALS. THE FENCE MUST FORM A COMPLETE (100 PERCENT) OPAQUE SCREEN. FENCE LOCATIONS 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. LOW 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	PROVD
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	FENCE 29 CANOPY TREES 20 ORNAMENTAL TREES 29 EVERGREEN TREES 29 SHRUBS	FENCE 29 CANOPY TREES 20 ORNAMENTAL TREES 29 EVERGREEN TREES 29 SHRUBS
	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 24 CANOPY TREES 16 ORNAMENTAL TREES 24 EVERGREEN TREES 24 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 BUILDING 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. 0.21x11,662 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 QUALITY 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.
- FOLIAGE SIZE AND GROUPINGS OF A SPECIES OF TREE, SHRUB, OR GROUNDCOVER SHALL BE MATCHED FOR SIZE, FORM, AND COLOR.
- ALL BACKFILL IN PLANTING BEDS AND THREE PITS SHALL BE BACKFILLED WITH LOCAL COMPOSTING GARDEN MIX OR APPROVED EQUIV. PLANTING SOIL.
- ALL PLANTS 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 DOGGERS.
- ALL WIRE BUCKLE BURIALS, ROPES, TWINE OR ANY SIMILAR SHIPPING MATERIALS SHALL BE REMOVED BEFORE PLANTING.
- A SPADE CUT EDGE SHALL BE CREATED AT ALL LOCATIONS WHERE PLANTING BEDS ARE ADJACENT TO GRASS AREAS UNLESS OTHERWISE NOTED.
- SEE SPEC 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 WITHOUT WRITTEN 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 TAKE PRECEDENCE OVER GRAPHIC QUANTITIES. NOTIFY OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT OF DISCREPANCY IMMEDIATELY.
- 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 TIME OF RECEIPT. IF THE LANDSCAPE ARCHITECT DOES NOT APPROVE THE MATERIAL, THE CONTRACTOR SHALL REPLACE IT WITH THE SAME SPECIES 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 PLANTS AND PRODUCTS PRIOR TO INSTALLATION.
- THE OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT HAS THE RIGHT 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 THE OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT FOR 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, REPLACEMENT AND REMOVAL 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 LOOSSED TO A MINIMUM OF 12" AND RE-MEASURED.
- 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 QUESTION/AREAS PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL BE STAKED OUT AND GUARANTEED 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 OF STAKES.
- PLACE PLANT MATERIAL IN SHRUB BED SO THAT ONE 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 PLANTING AREAS. DRAINAGE SHOULD BE PROVIDED IN ALL PLANTING AREAS. ALL CURBS SHALL POINT TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS. SEE THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALLS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF, WALKWAY OR OTHER LANDSCAPE MATERIALS LIE DOWN AGAINST WALKS. MINIMUM SLOPE FOR PLANTING 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 SPADE CUT EDGE UNLESS OTHERWISE NOTED. EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS, WALLS, WALKWAYS OR SOLID FENCES WITHIN 3' OF PRE-MULCHED FINISH GRADE. EDGER SHALL NOT BE REQUIRED TO SEPARATE MULTIPLE 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 BLOCKS 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 SCALE 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 DRAWING.
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WALLY'S
4023 S. NOLAND ROAD
INDEPENDENCE, MO 64055

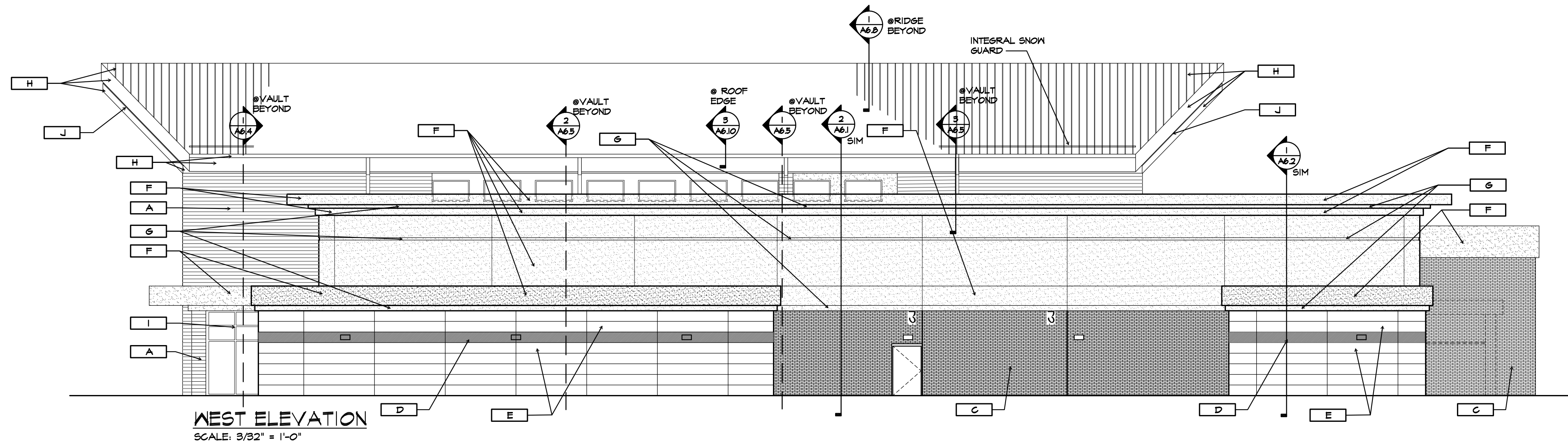
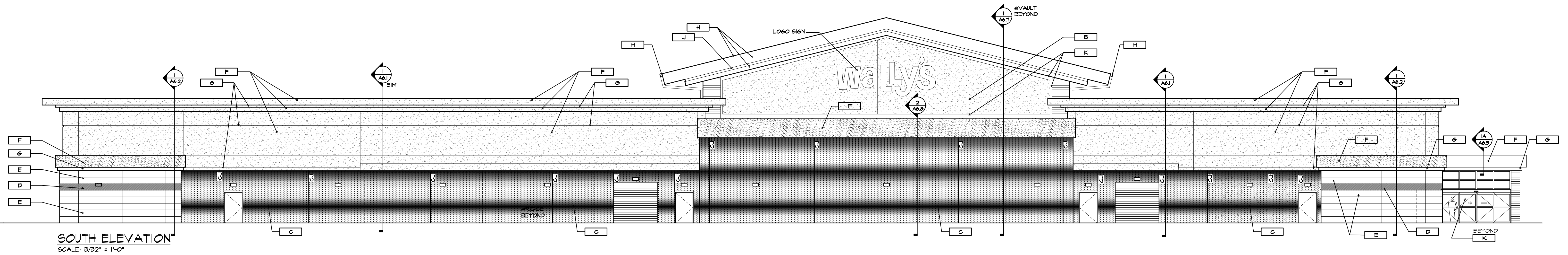
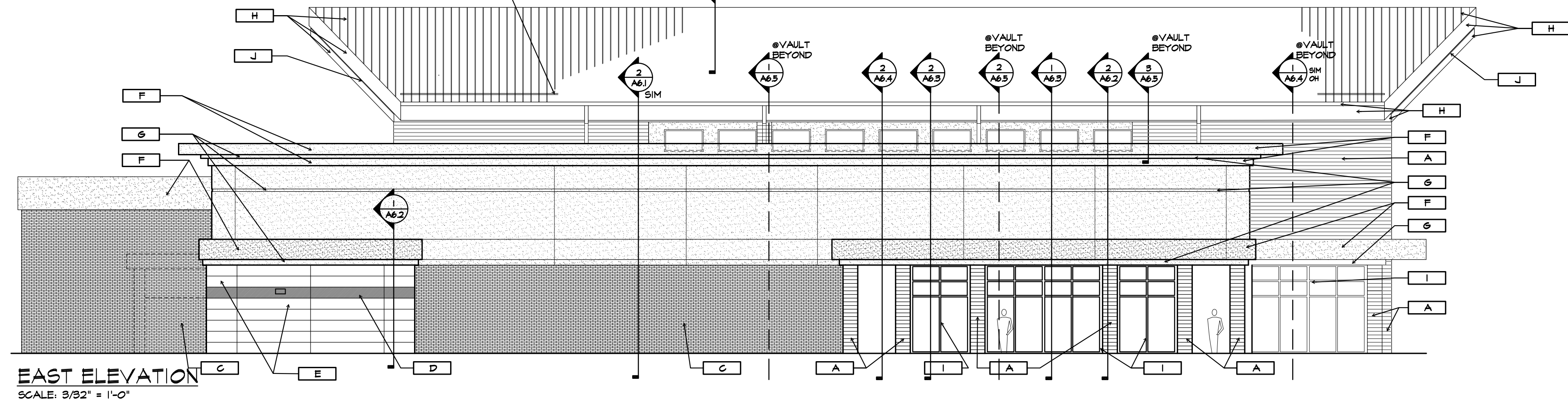
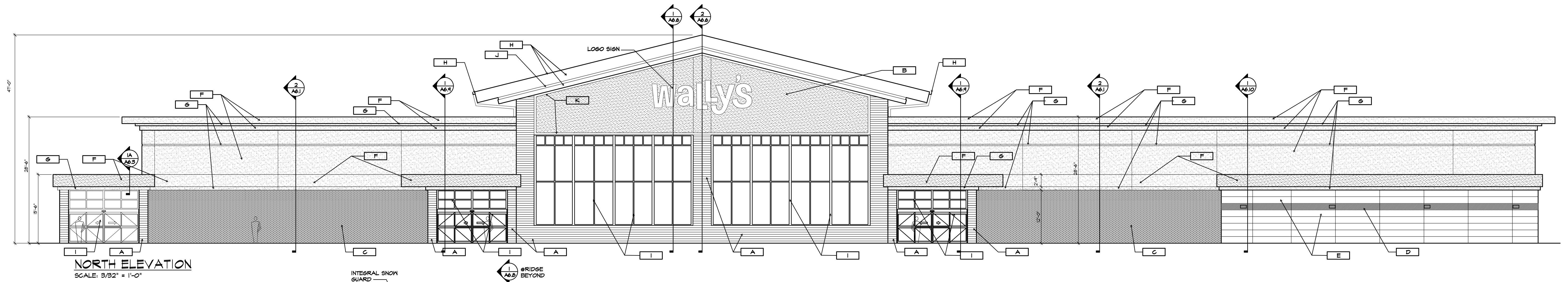
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CHECKED BY	ALA
DRAWING SCALE	AS SHOWN
DATE	08/05/2025
Job Number	
24-0011	
Sheet Number	

L1.5



EXTERIOR FINISH LEGEND			
A	NIGHIA VINTAGEWOOD, REDWOOD PANELS	G	DRYVIT - EPS VENEER, COLOR: MOUNTAIN FOG #102
B	DRYVIT - EPS VENEER, COLOR: CUSTOM ORANGE-SEE OTHER	H	STANDING SEAM METAL ROOF, MTL. GUTTER/DOWNSPOUTS & PREFINISHED MTL. FASCIA, COLOR: GRANITE
C	BRICK VENEER-HEBRON BRICK, COLOR: SLATE GRAY, VELOUR MODULAR	I	CURTAINWALL WINDOW SYSTEM, ALUMINUM W/ 1\"/>
D	NIGHIA MIRAJA, COLOR: ORNYX	J	PREFINISHED MTL. FASCIA, COLOR: WHITE BLACK, BY LOCAL SUPPLIER
E	NIGHIA INDUSTRIAL BLOCK PANELS, NOTE: BEGIN INSTALL AT CORNER WITH 5'-0\"/>	K	ALUMINUM FLASHING TO MATCH CURTAINWALL, MILLION COLOR: BLACK
F	DRYVIT - EPS VENEER, COLOR: MOUNTAIN FOG #102		

WALLY'S

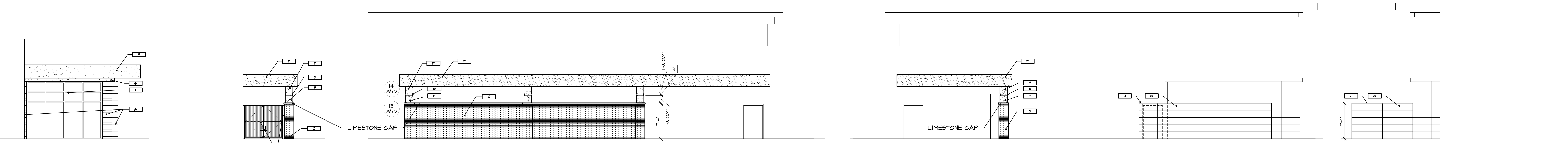
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PRELIMINARY

A5.1

EXTERIOR
ELEVATIONS

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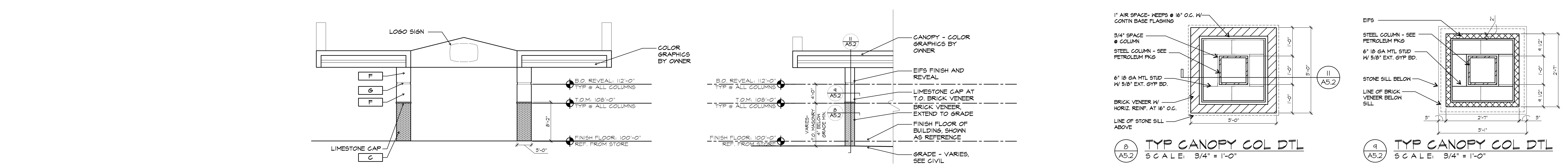
1 VESTIBULE ELEVATION
A5.2 SCALE: 1/8" = 1'-0"

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"

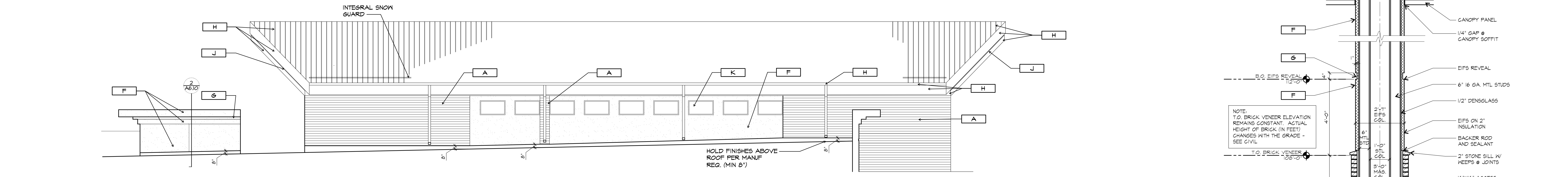


6 DIAGRAMATIC FUEL CANOPY, EAST/WEST ELEVATION
A5.2 SCALE: 1/8" = 1'-0"

7 ENLARGED FUEL CANOPY COLUMN ELEVATION
A5.2 SCALE: 1/8" = 1'-0"

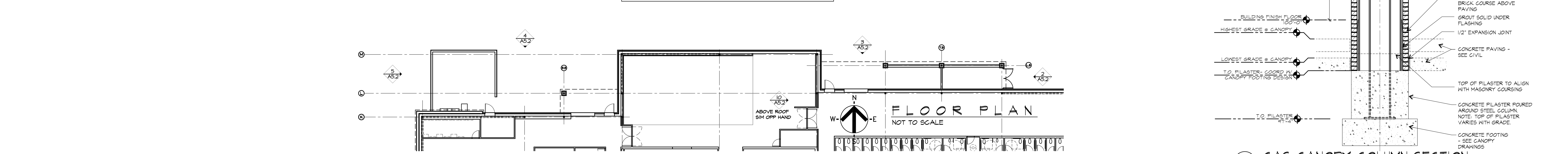
8 TYP CANOPY COL DTL
A5.2 SCALE: 3/4" = 1'-0"

9 TYP CANOPY COL DTL
A5.2 SCALE: 3/4" = 1'-0"



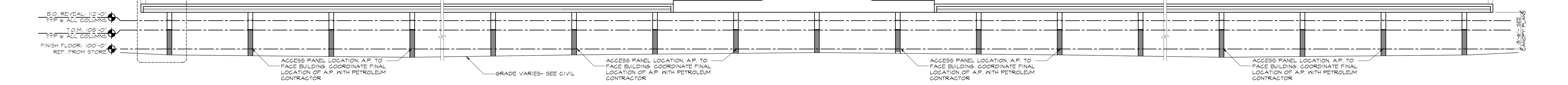
10 PARTIAL UPPER VAULT ELEVATION
A5.2 SCALE: 1/8" = 1'-0"

EXTERIOR FINISH LEGEND
SEE A5.1

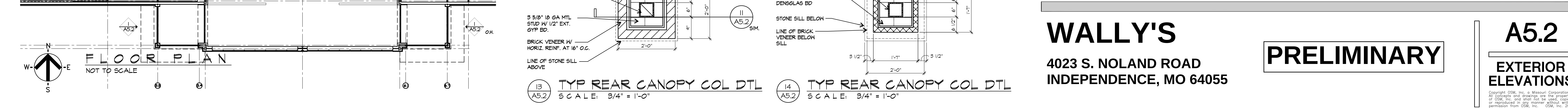


FLOOR PLAN
NOT TO SCALE

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"



13 TYP REAR CANOPY COL DTL
A5.2 SCALE: 3/4" = 1'-0"

14 TYP REAR CANOPY COL DTL
A5.2 SCALE: 3/4" = 1'-0"

FLOOR PLAN
NOT TO SCALE

WALLY'S

4023 S. NOLAND ROAD
INDEPENDENCE, MO 64055

PRELIMINARY

A5.2
EXTERIOR
ELEVATIONS

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

Initially Submitted June 12, 2025

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**.

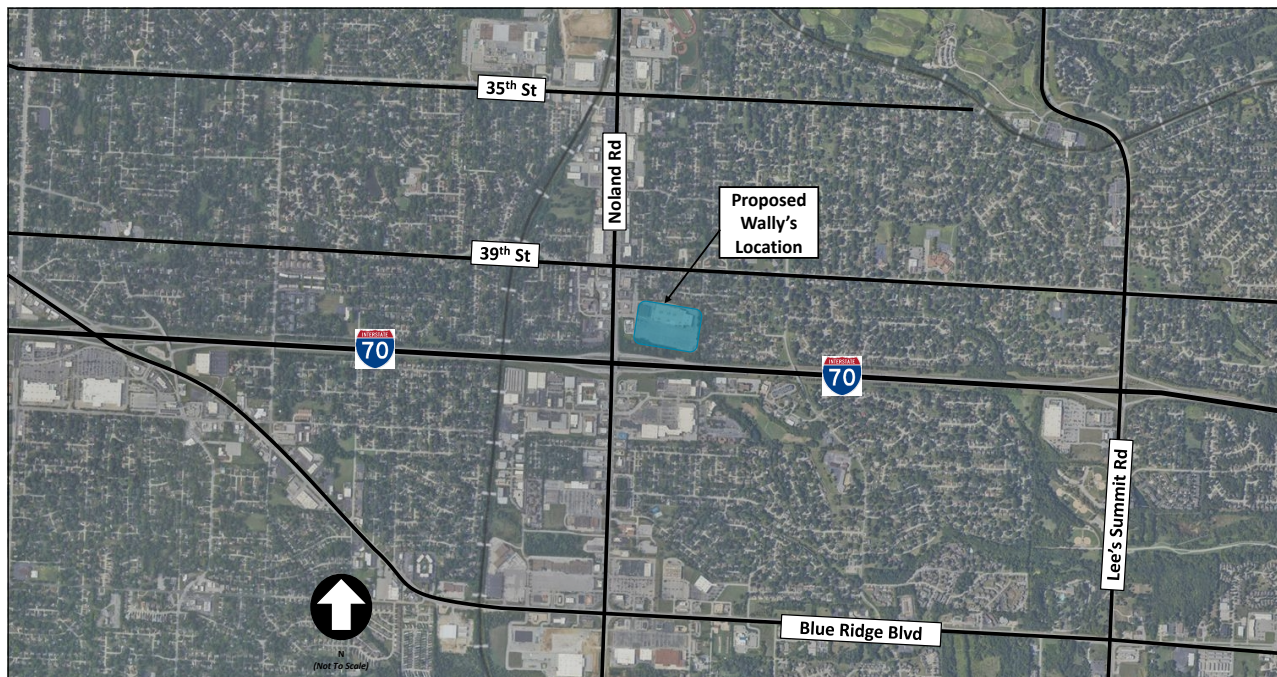


Figure 1. Project Study Area

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**.

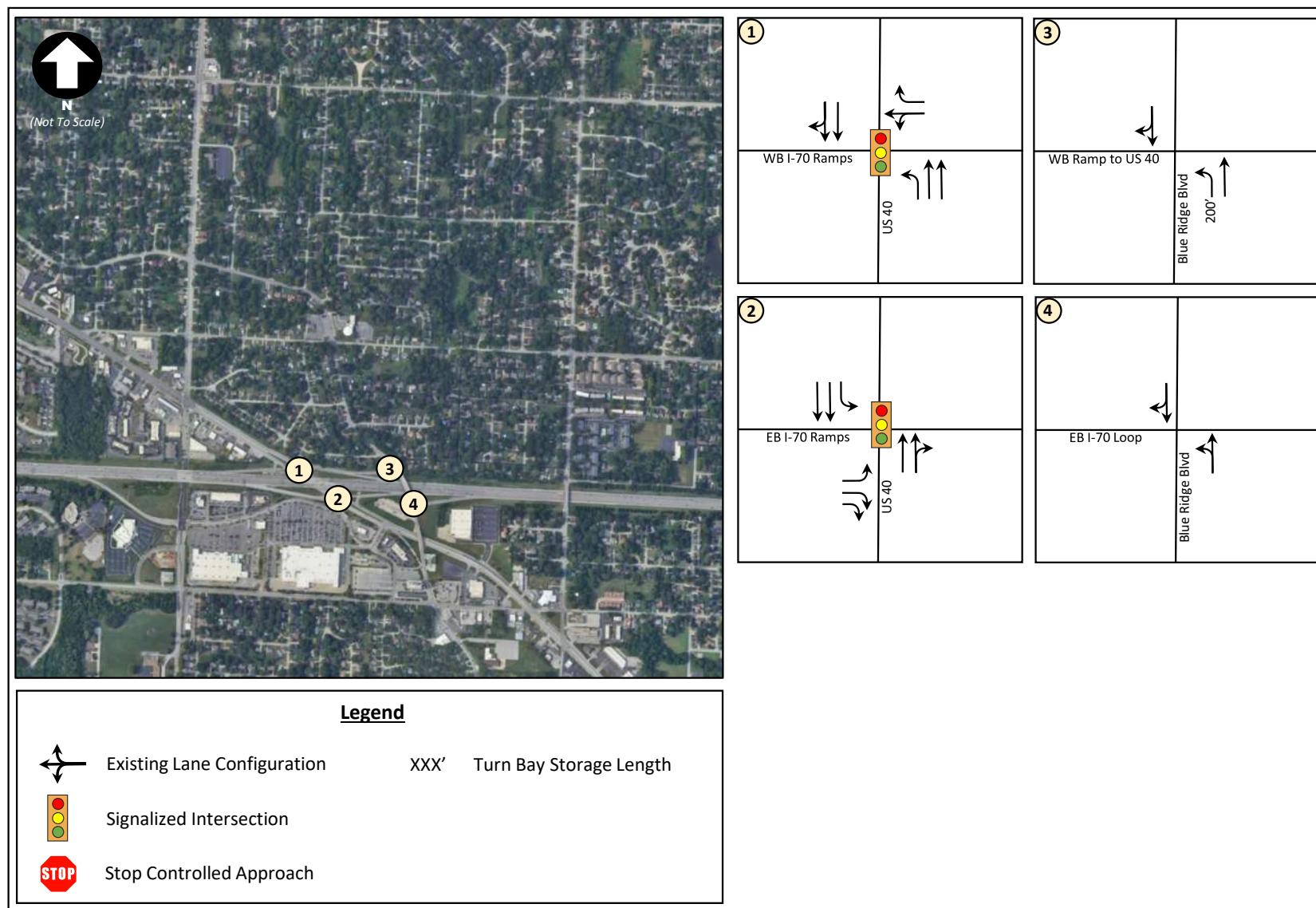


Figure 2. Existing Lane Configuration and Traffic Control (Sheet 1 of 3)

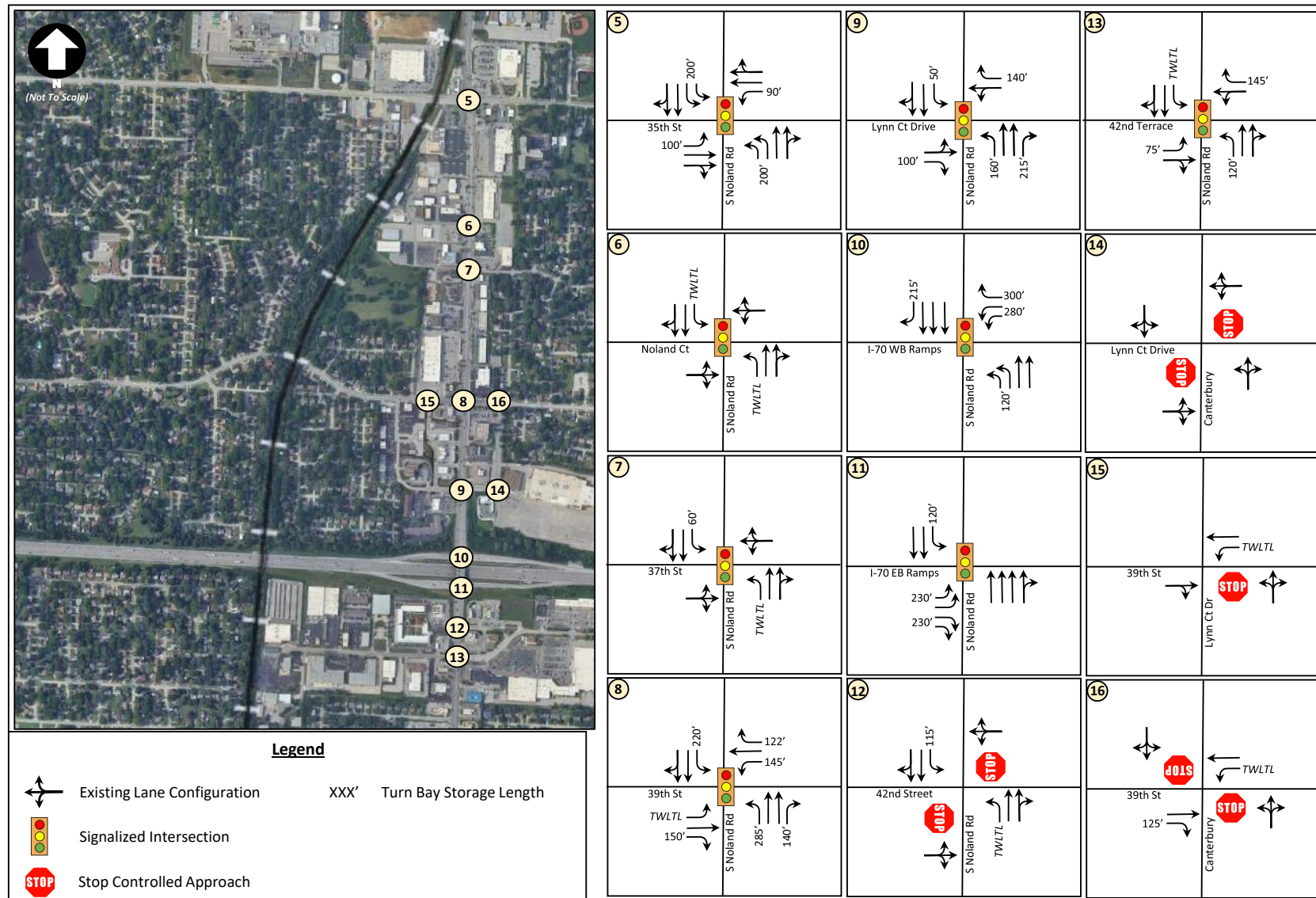


Figure 3. Existing Lane Configuration and Traffic Control (Sheet 2 of 3)

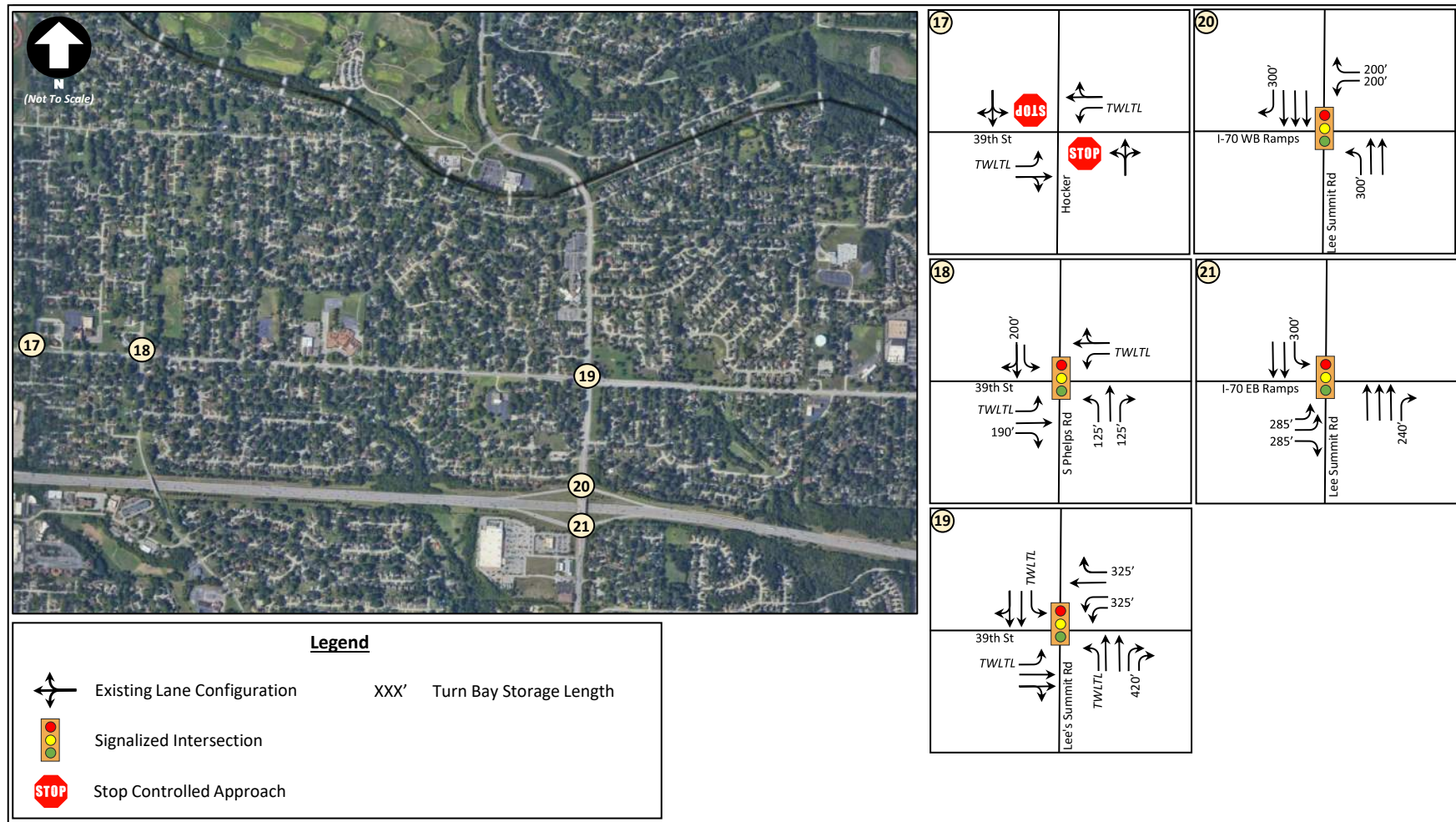


Figure 4. Existing Lane Configuration and Traffic Control (Sheet 3 of 3)

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.

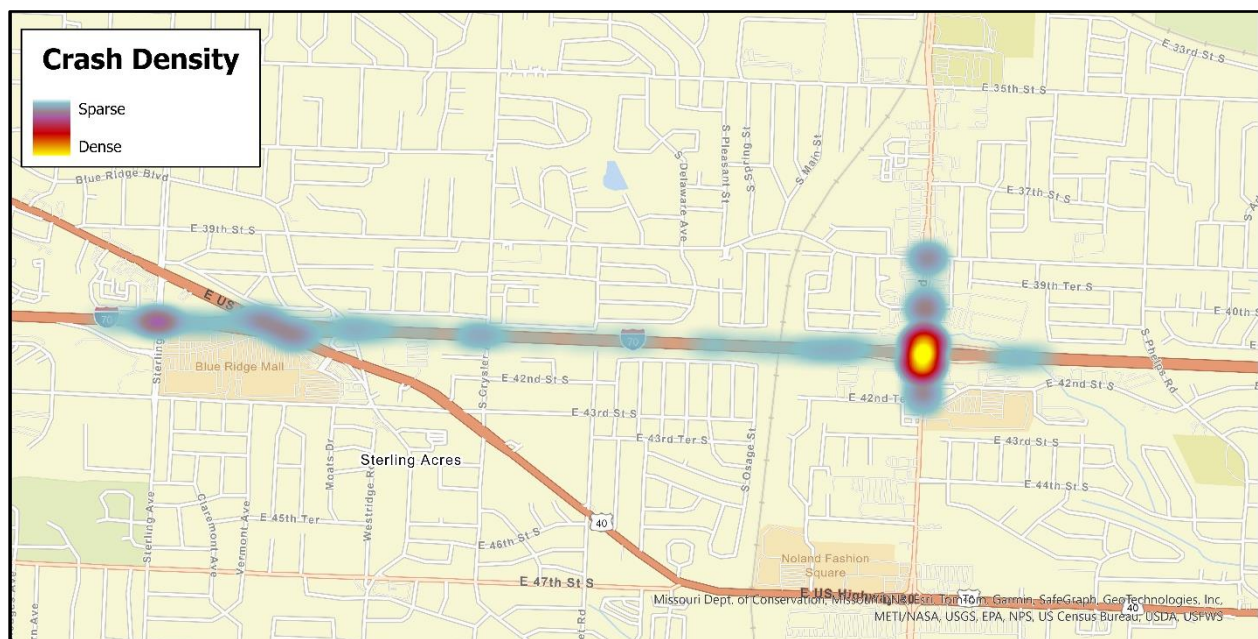


Figure 5. Crash Density within the Study Area

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.

WALLY'S INDEPENDENCE TRAFFIC IMPACT STUDY

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%

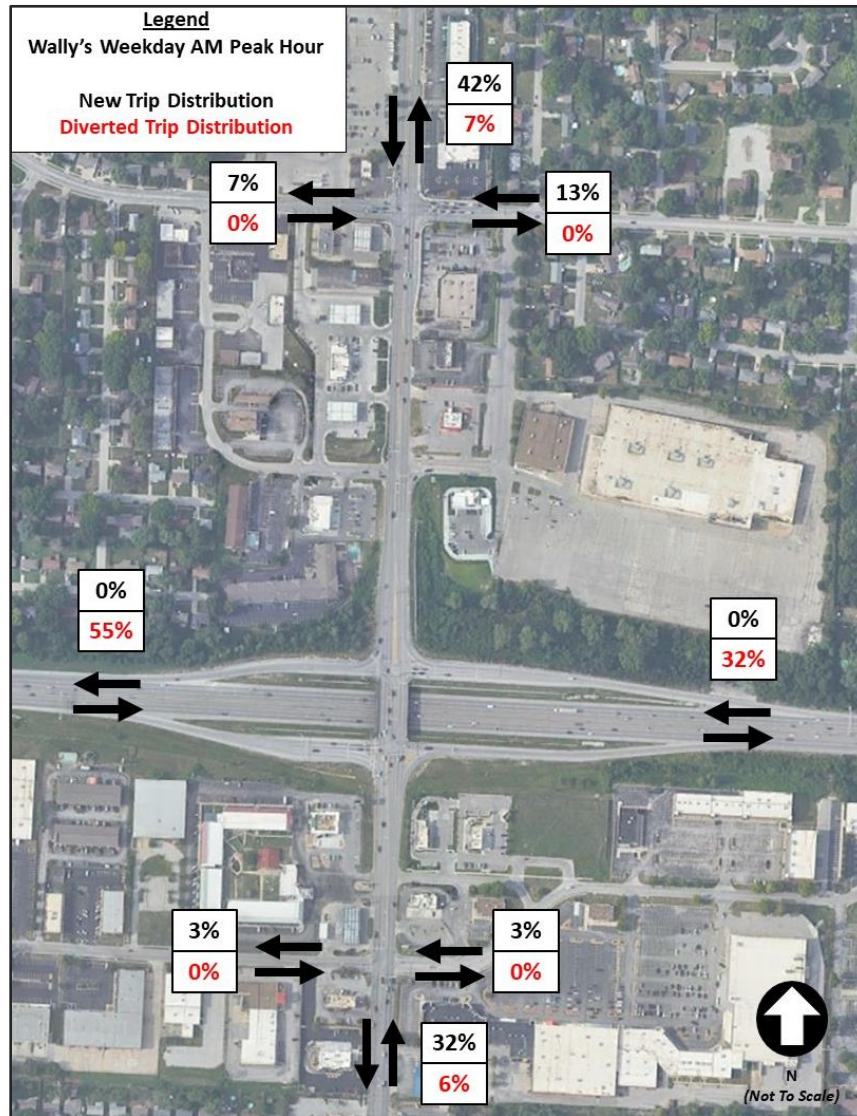


Figure 7. Directional Distribution Percentages Applied to Proposed Wally's - Weekday AM

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%

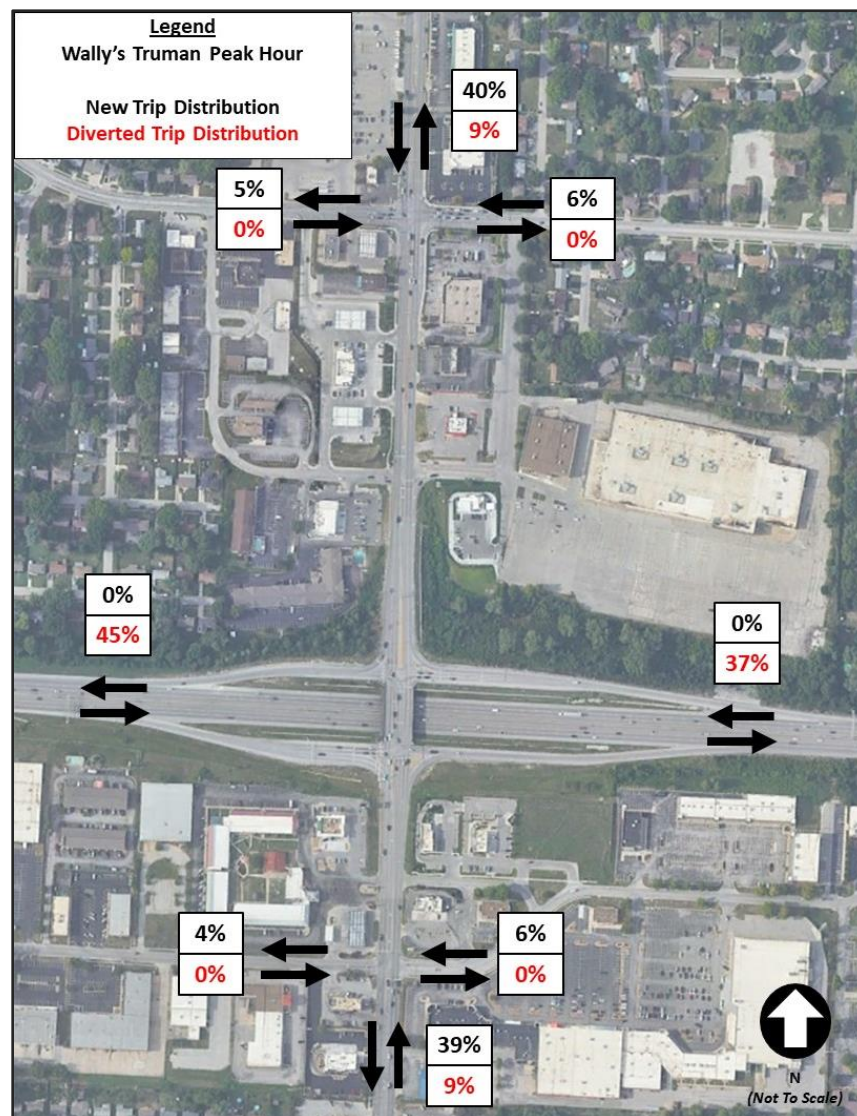
**Figure 8. Directional Distribution Percentages Applied to Proposed Wally's – Truman Dismissal**

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%

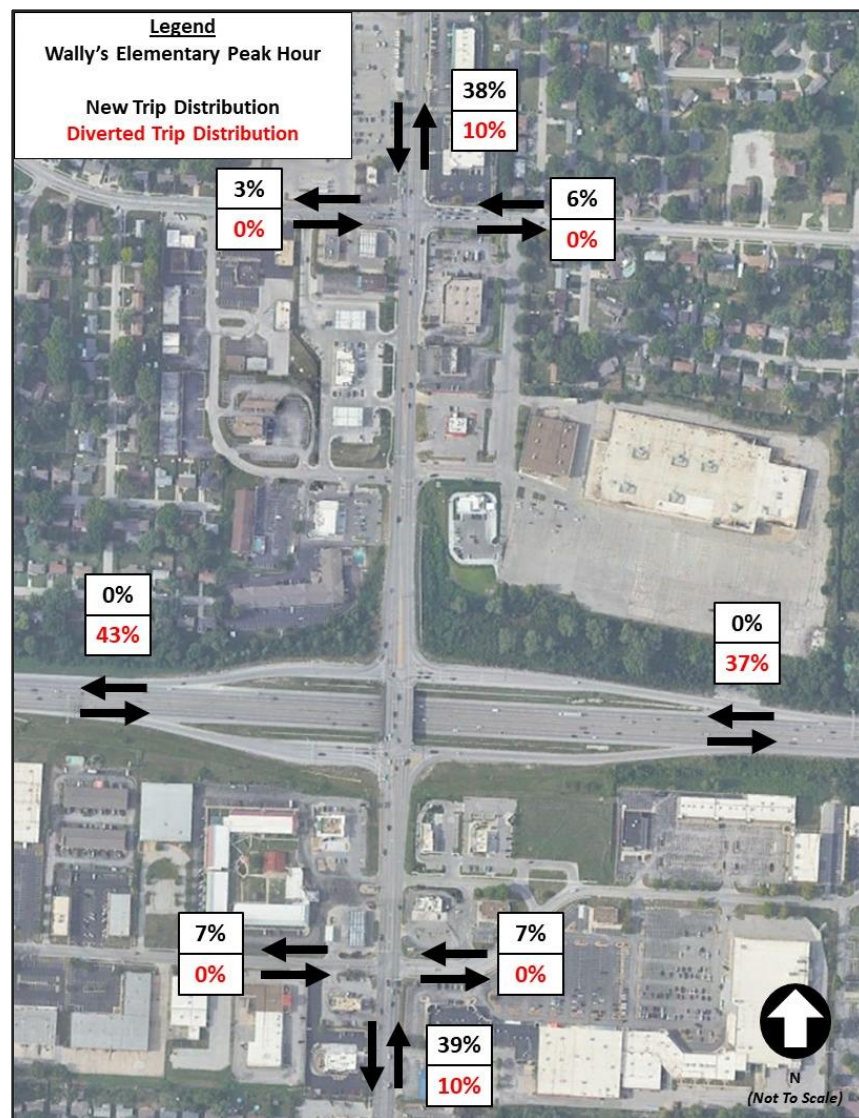


Figure 9. Directional Distribution Percentages Applied to Proposed Wally's – Elementary Dismissal

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%

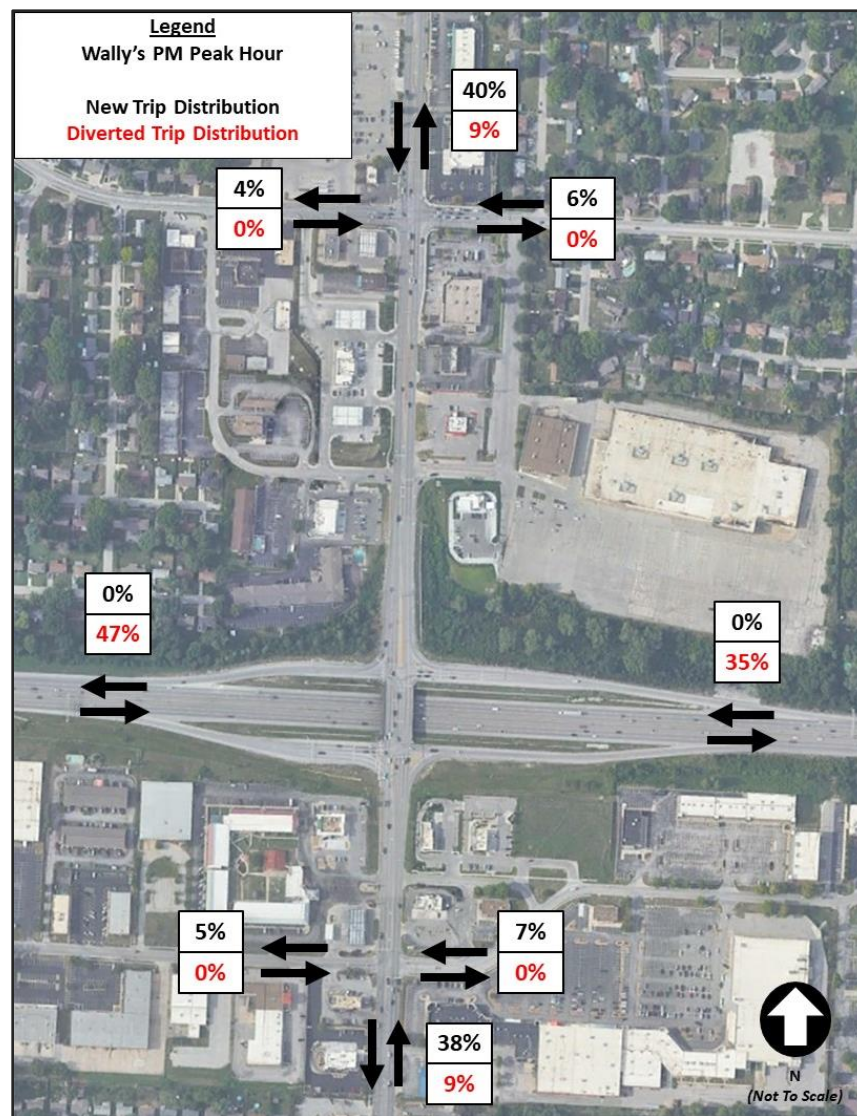
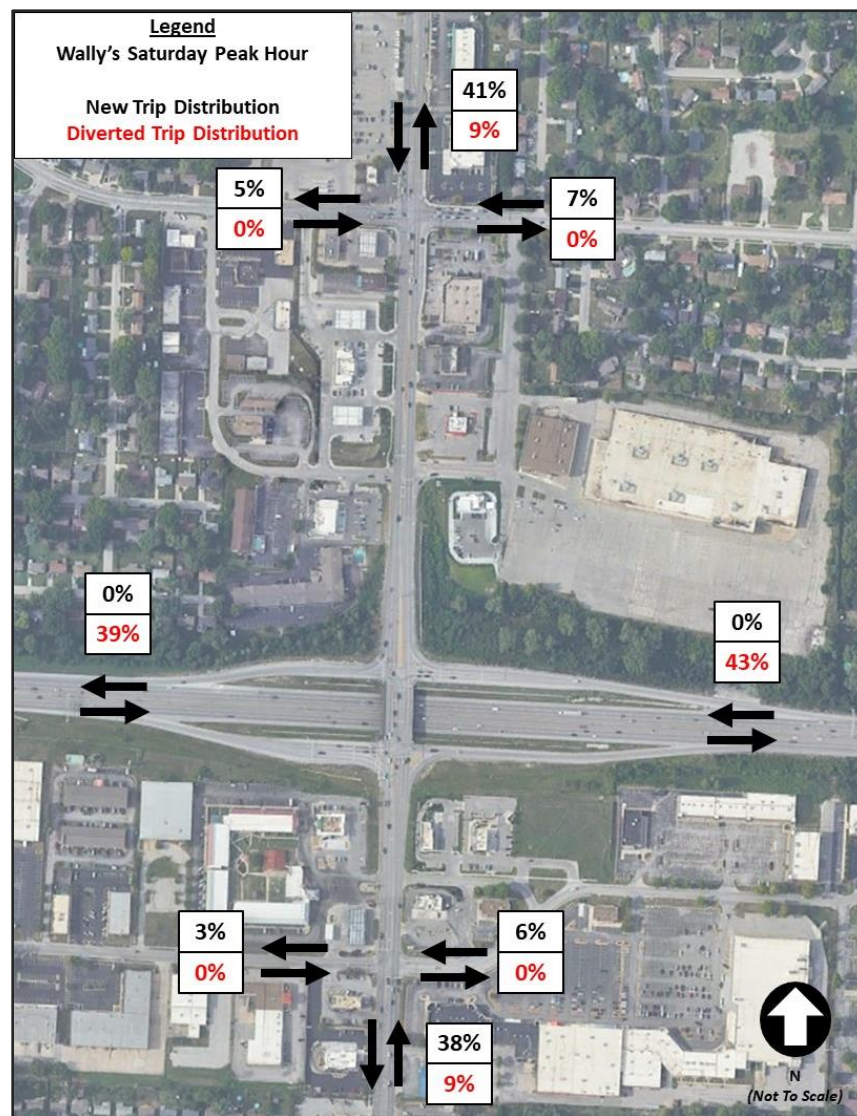
**Figure 10. Directional Distribution Percentages Applied to Proposed Wally's - Weekday PM**

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**.

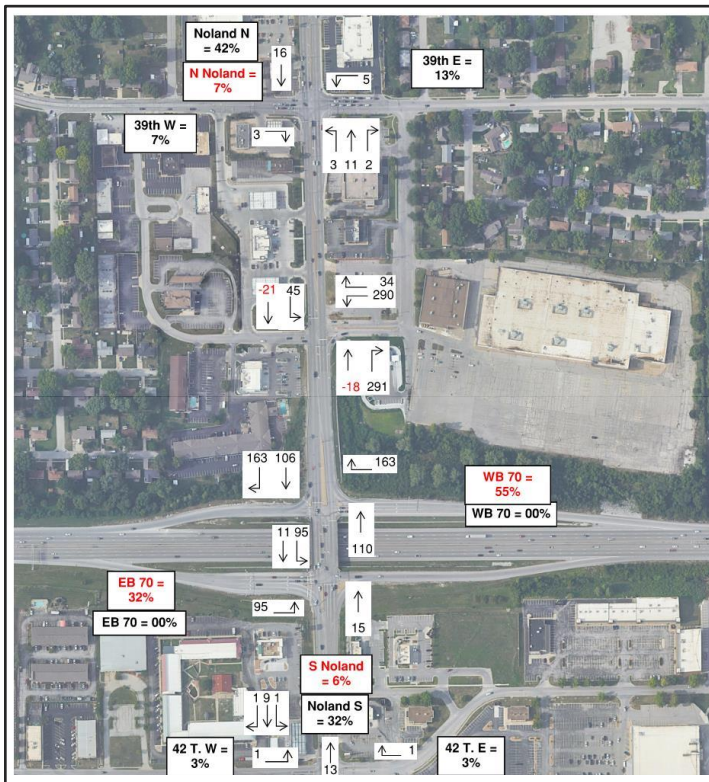


Figure 12. Wally's Site Generated Traffic – AM Peak Hour

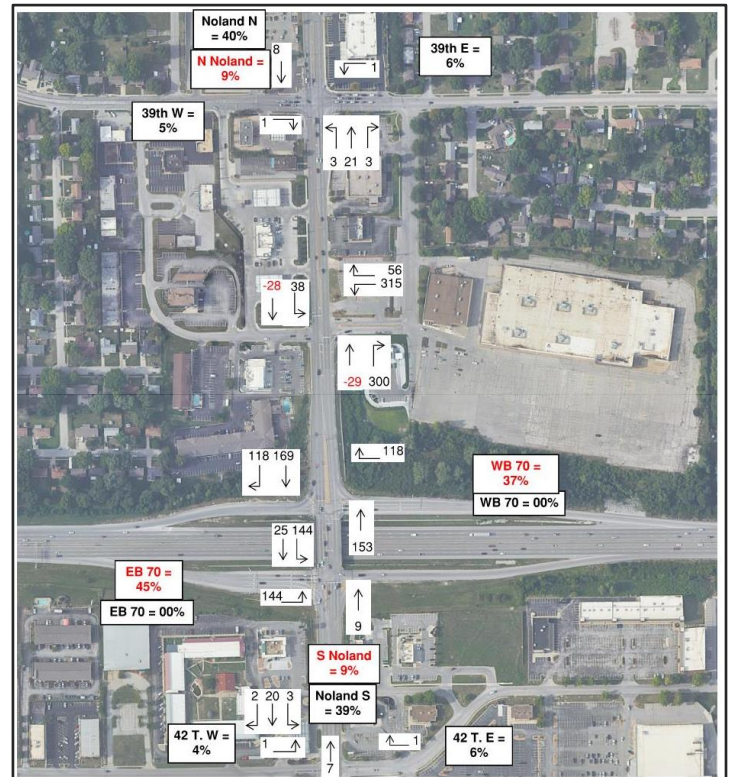


Figure 13. Wally's Site Generated Traffic – Truman Dismissal Peak Hour

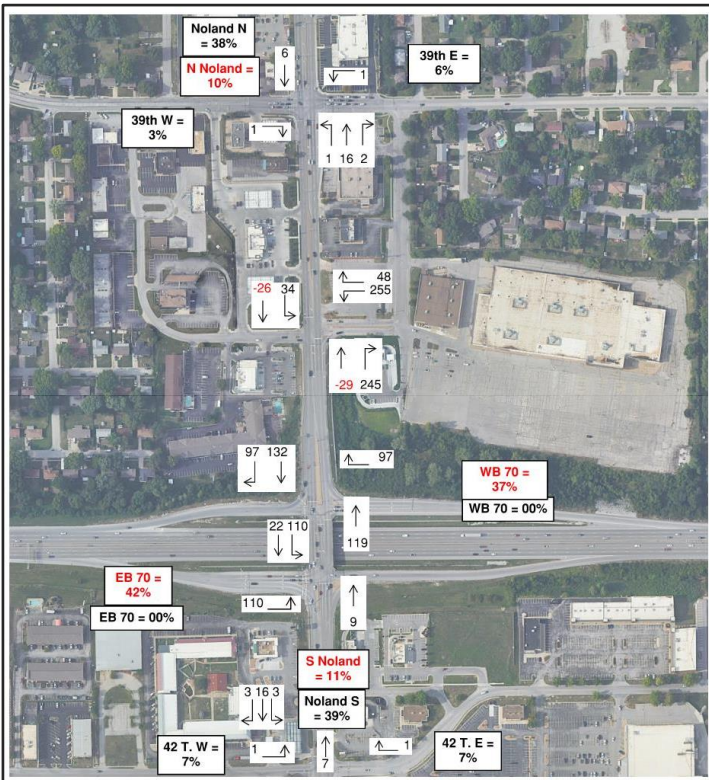


Figure 14. Wally's Site Generated Traffic – Elementary Dismissal Peak Hour

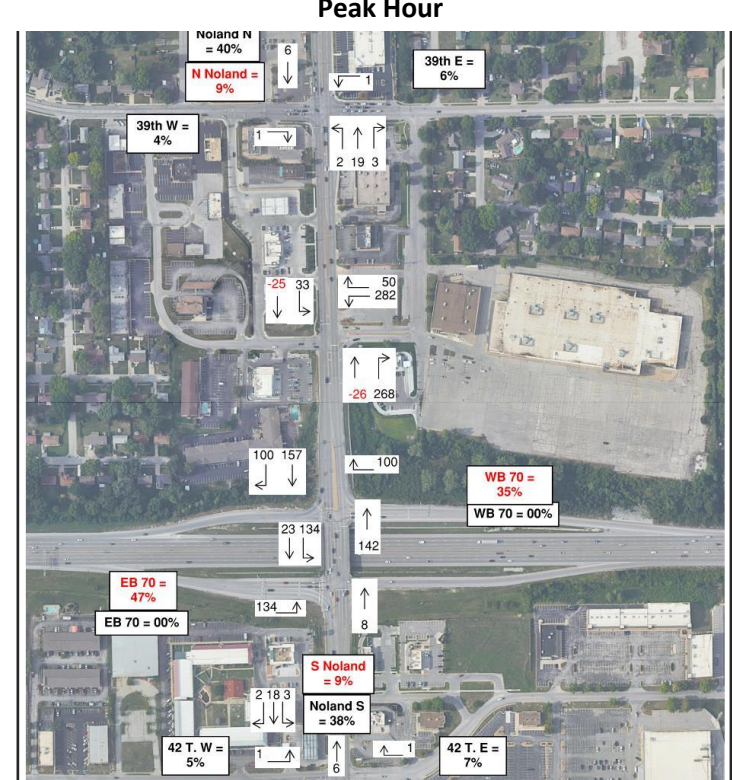


Figure 15. Wally's Site Generated Traffic - PM Peak Hour

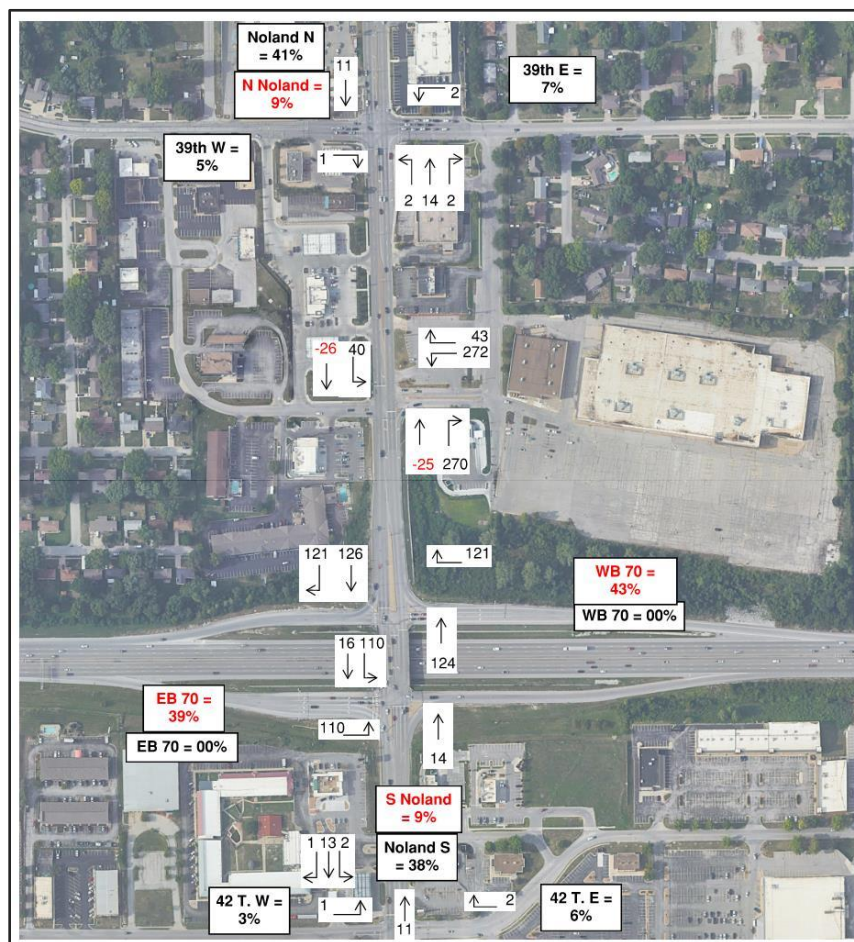


Figure 16. Wally's Site Generated Traffic – Saturday MD Peak Hour

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.

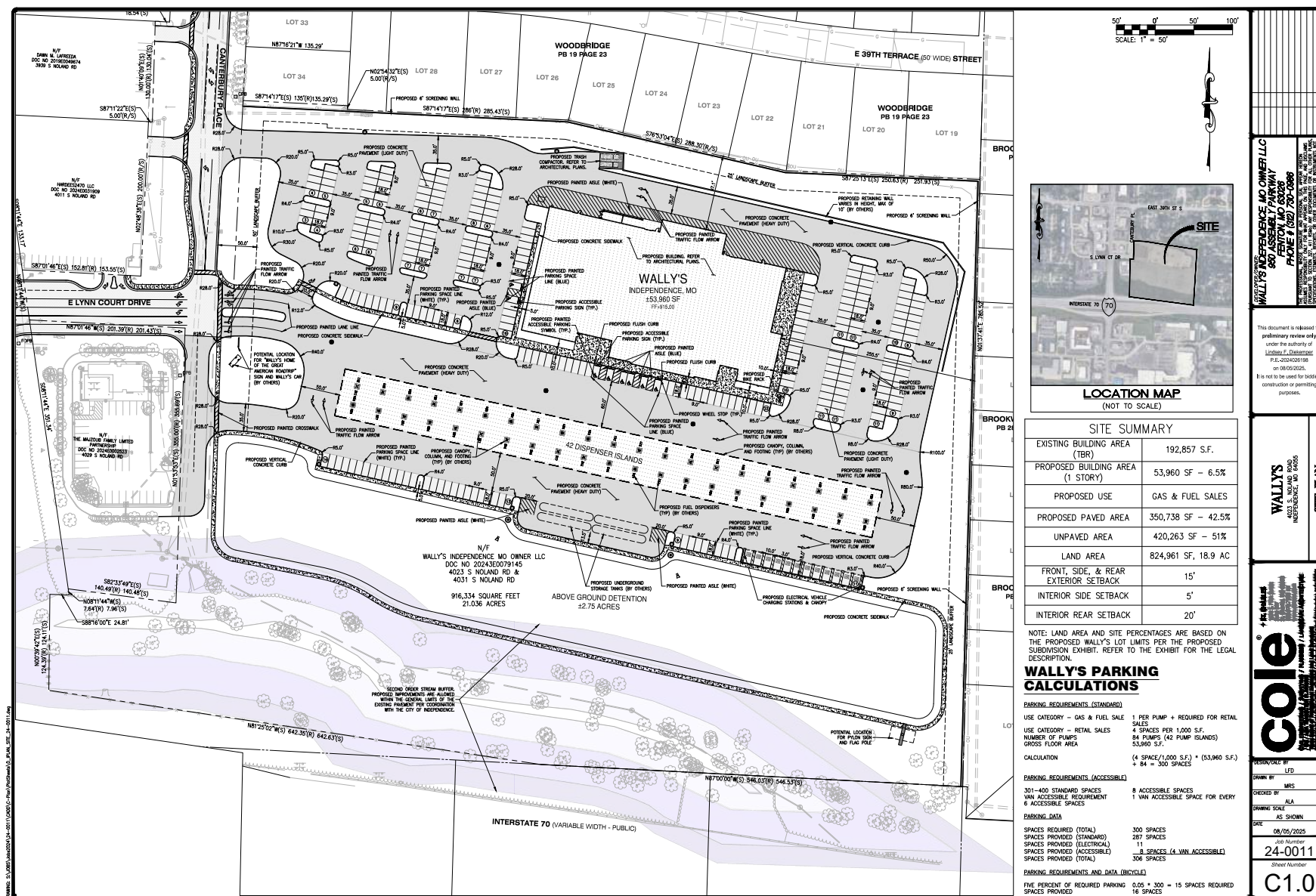


Figure 17. Wally's Independence Missouri Preliminary Site Plan (Provided by Others)

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 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. 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

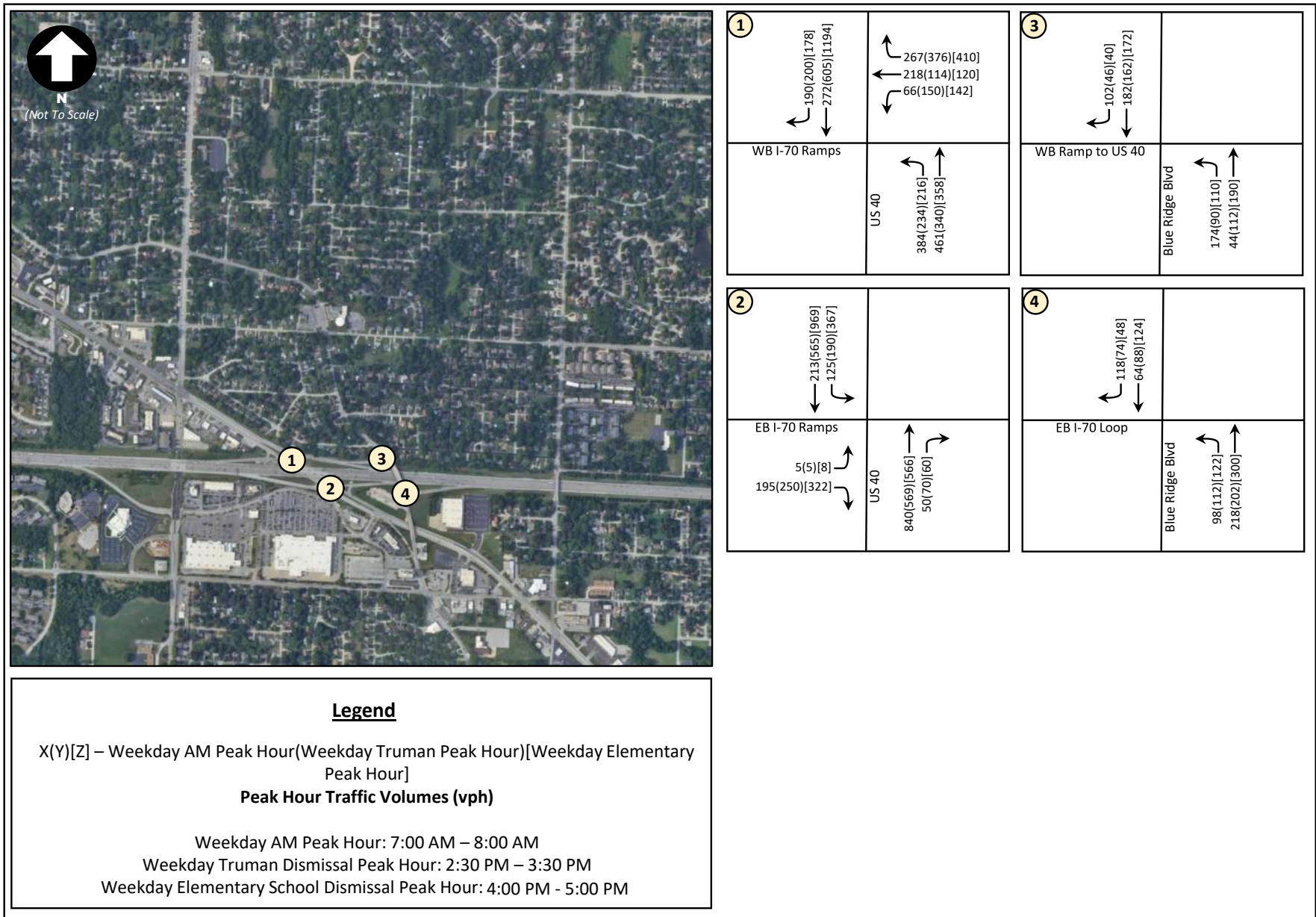
Appendix E – 2046 Forecasted Traffic Volumes

Appendix F – Preliminary Site Plans

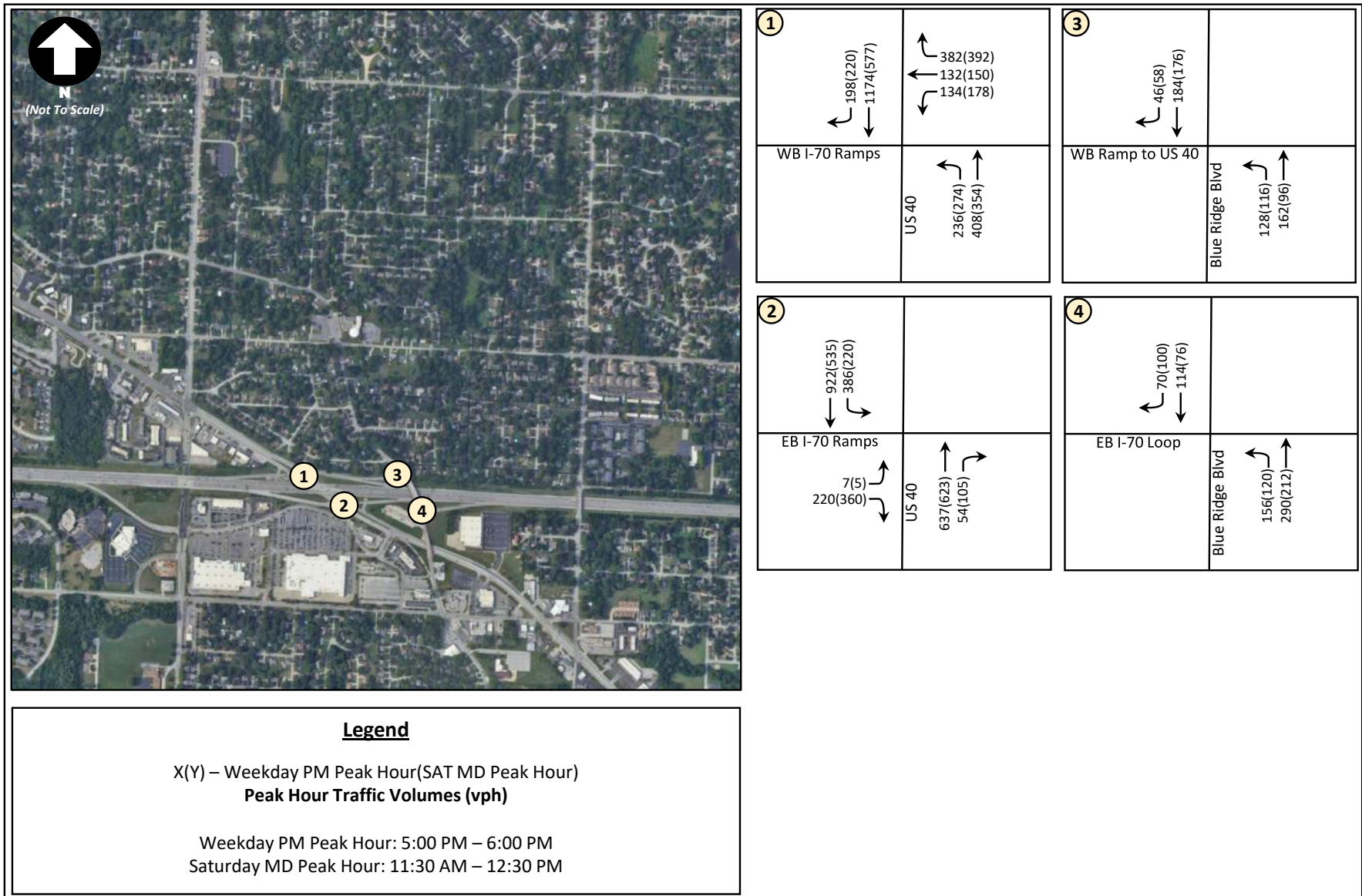
APPENDIX A – 2024 EXISTING TRAFFIC VOLUMES



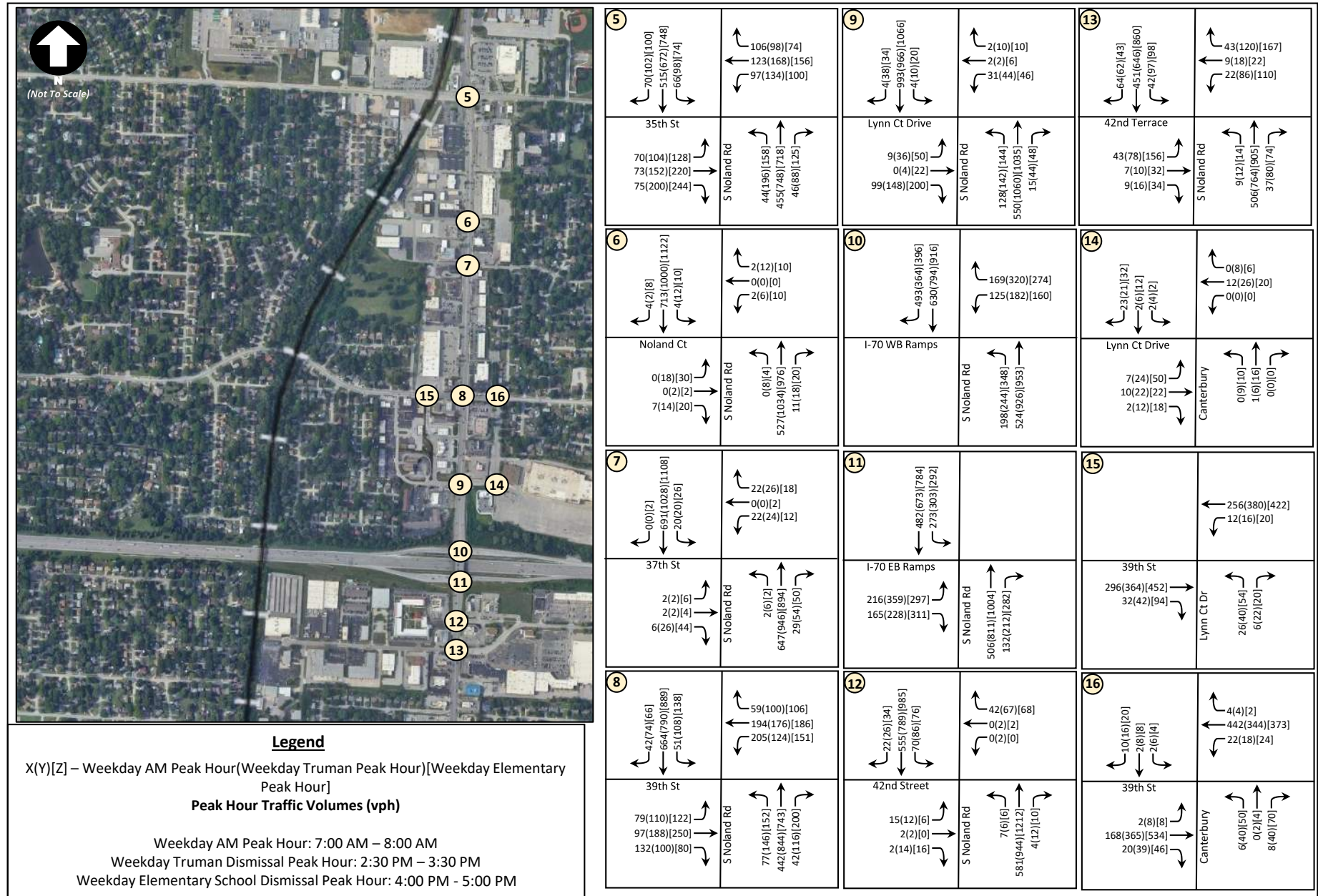
Existing Traffic Volumes – Overall Study Area



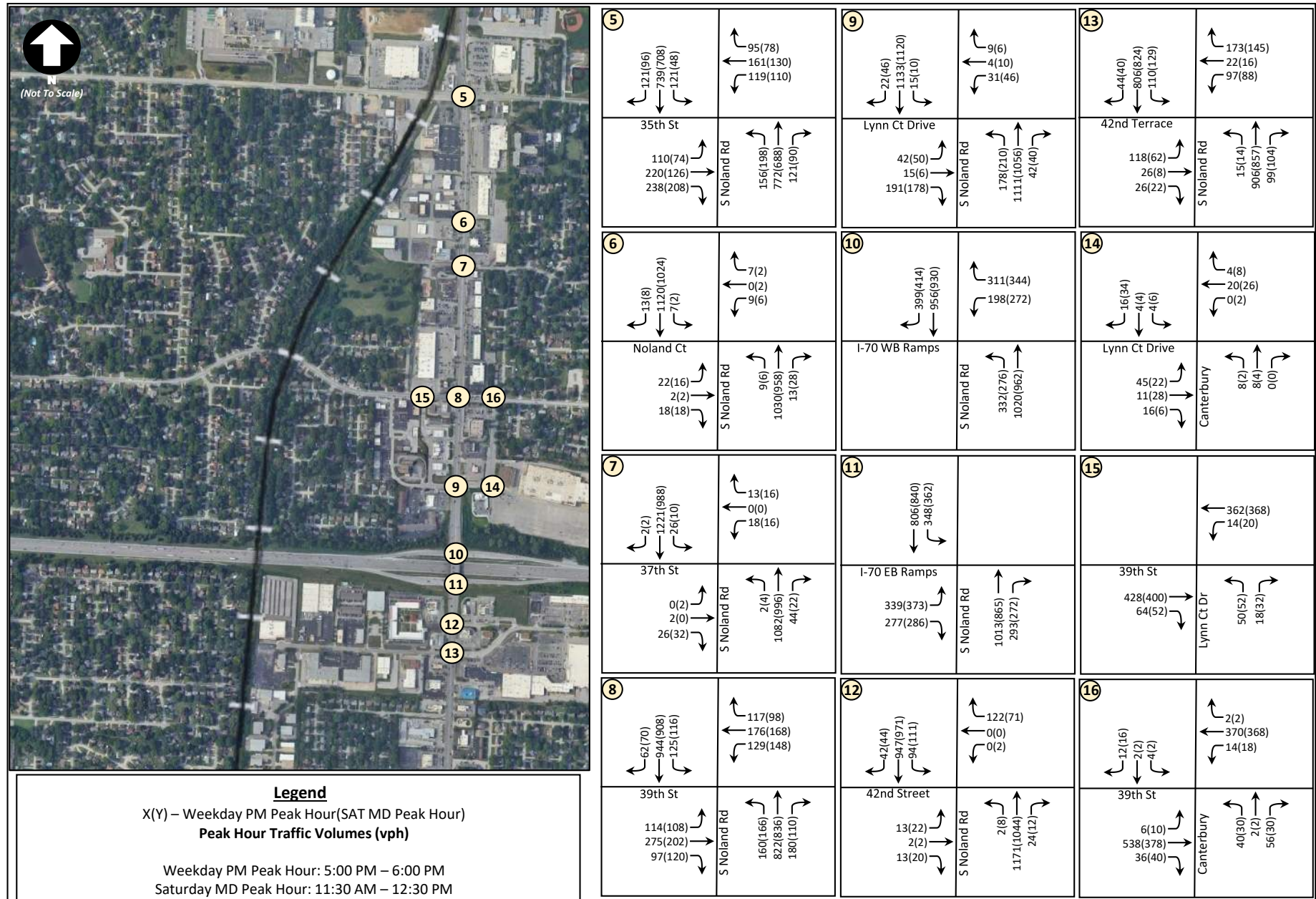
Existing Traffic Volumes – AM, Truman, Elementary Peak Hours (Sheet A-1)



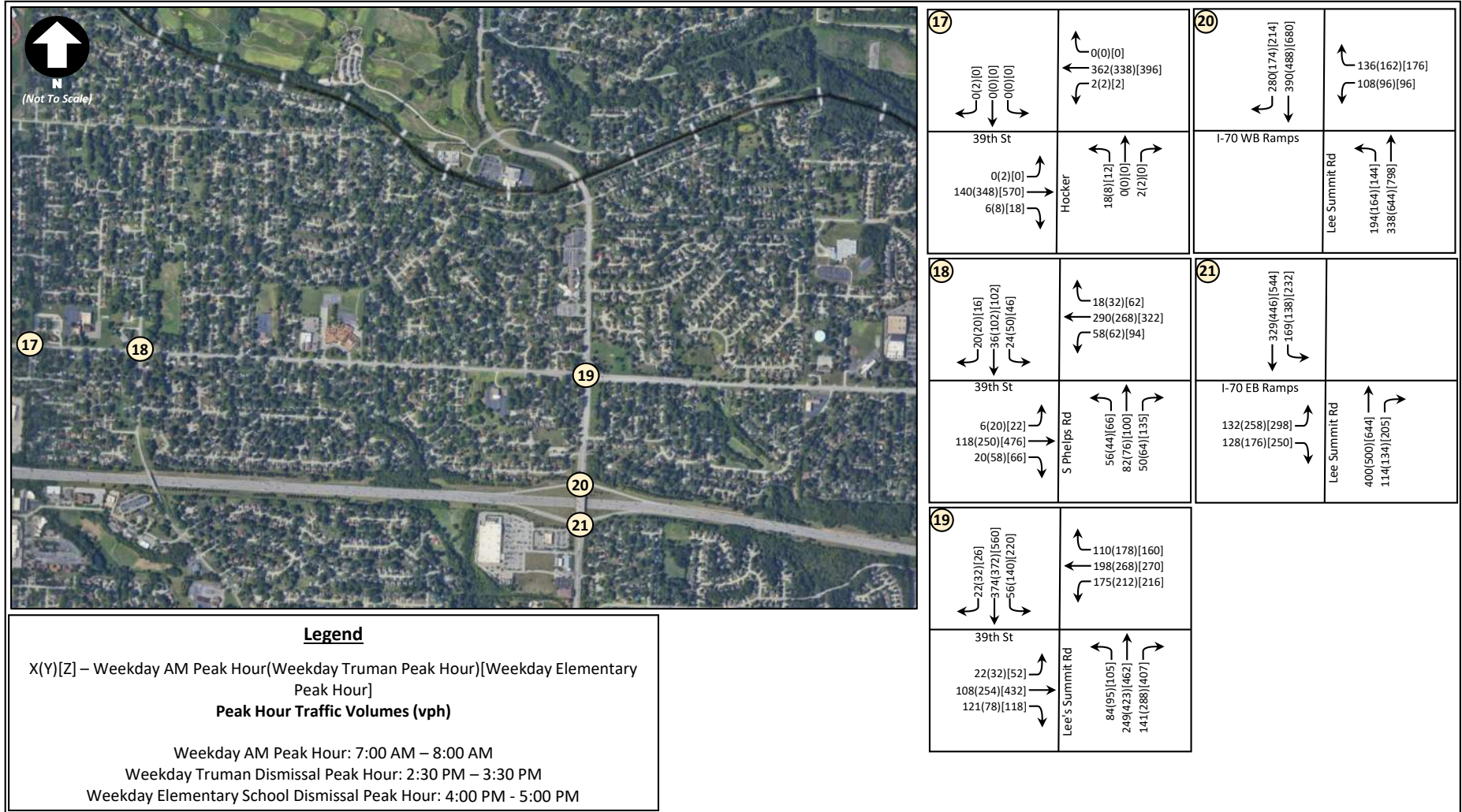
Existing Traffic Volumes – PM and Saturday Midday Peak Hours (Sheet A-2)



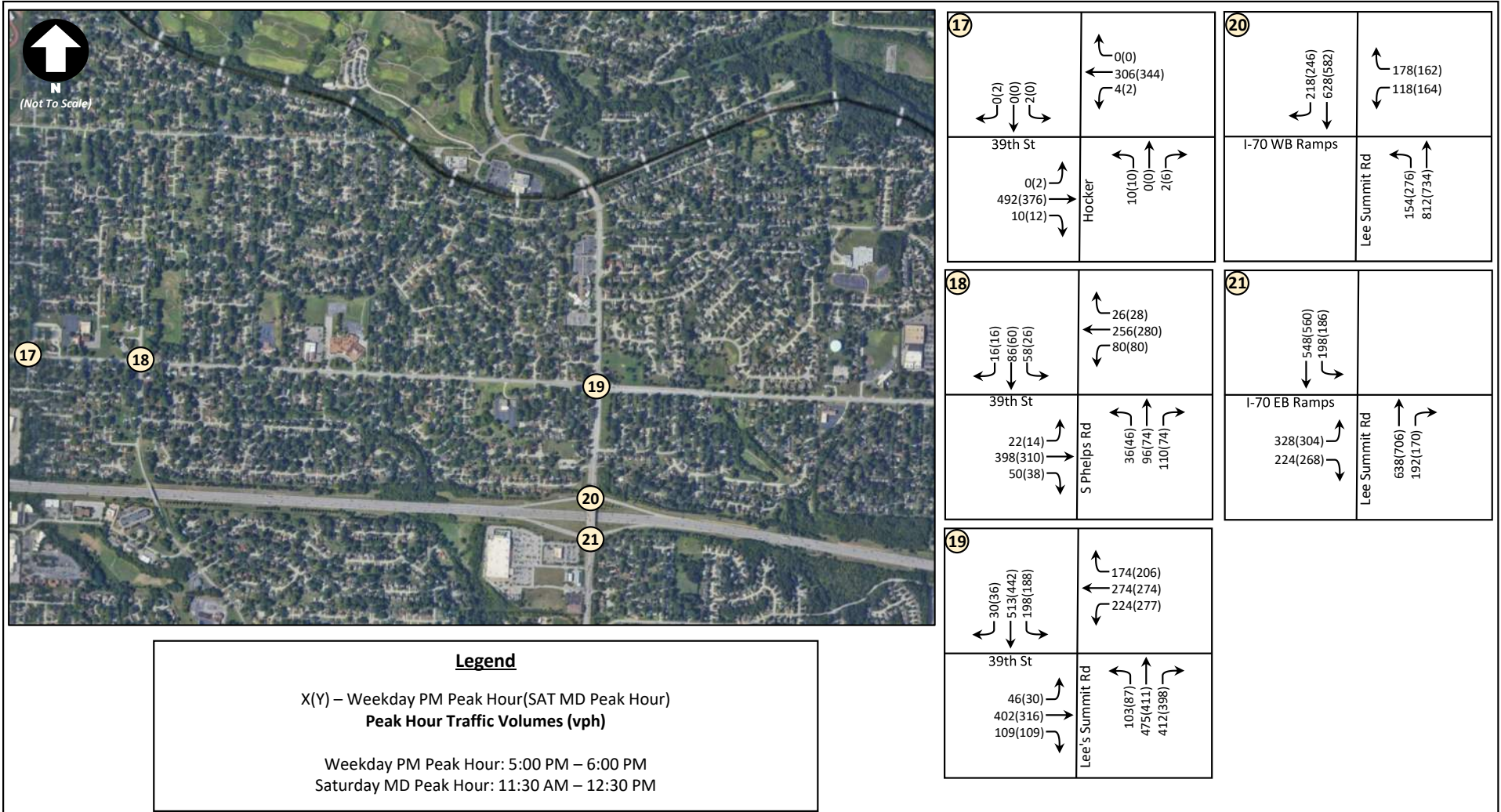
Existing Traffic Volumes – AM, Truman, Elementary Peak Hours (Sheet B-1)



Existing Traffic Volumes – PM and Saturday Midday Peak Hours (Sheet B-2)

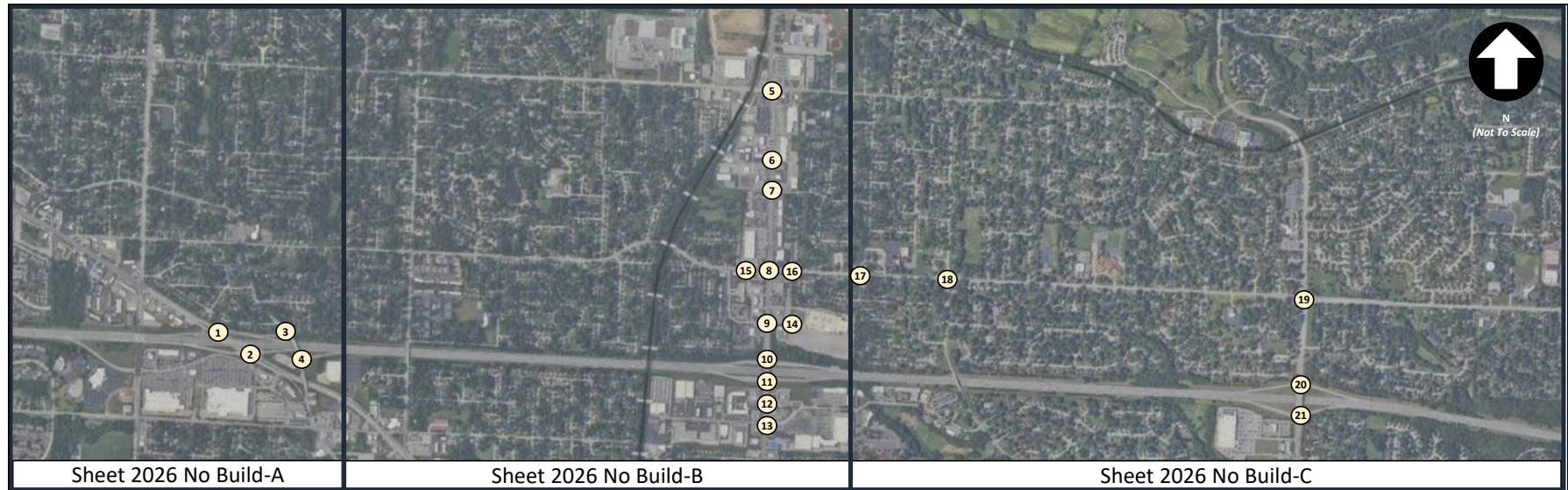


Existing Traffic Volumes – AM, Truman, Elementary Peak Hours (Sheet C-1)

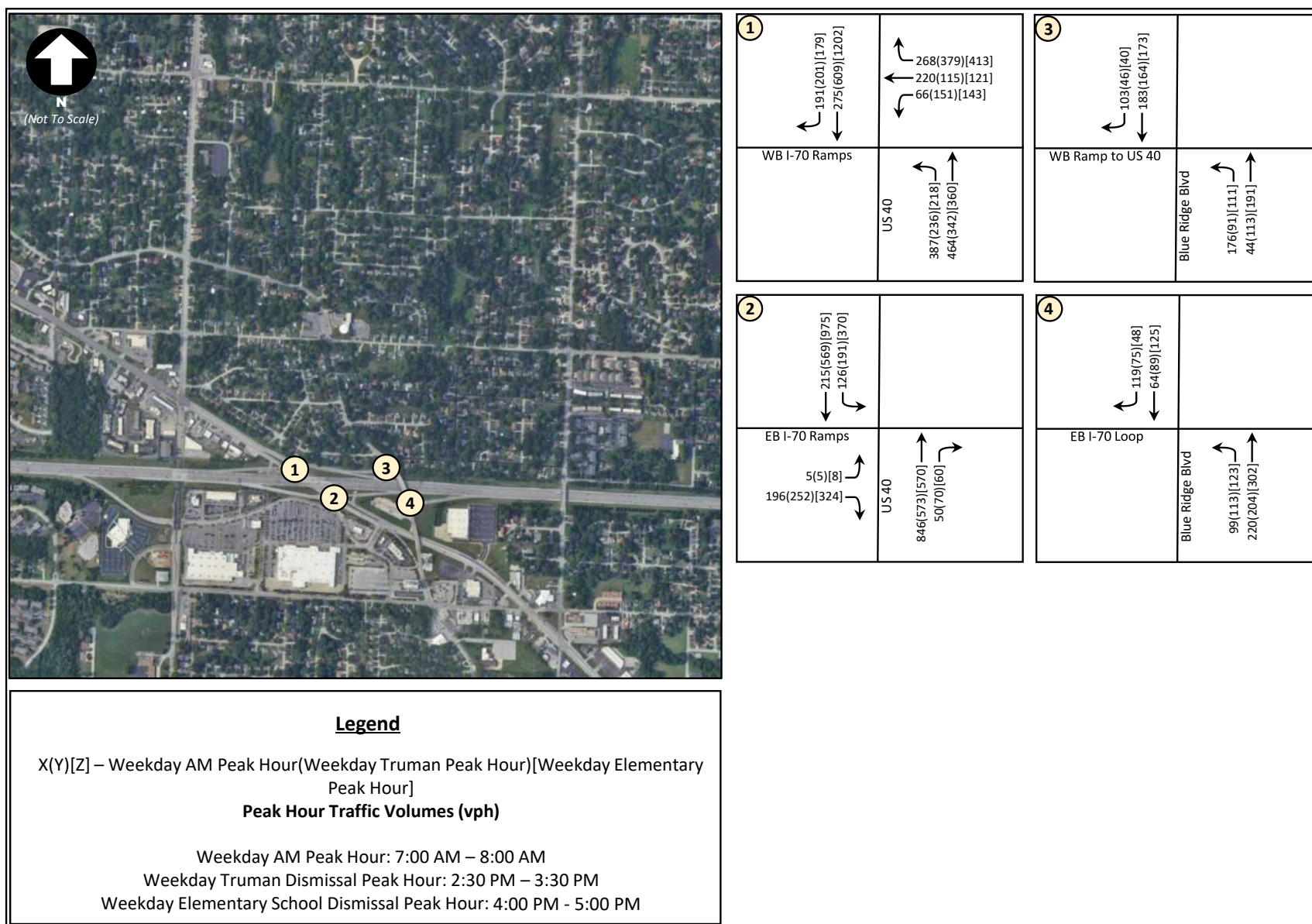


Existing Traffic Volumes – PM and Saturday Midday Peak Hours (Sheet C-2)

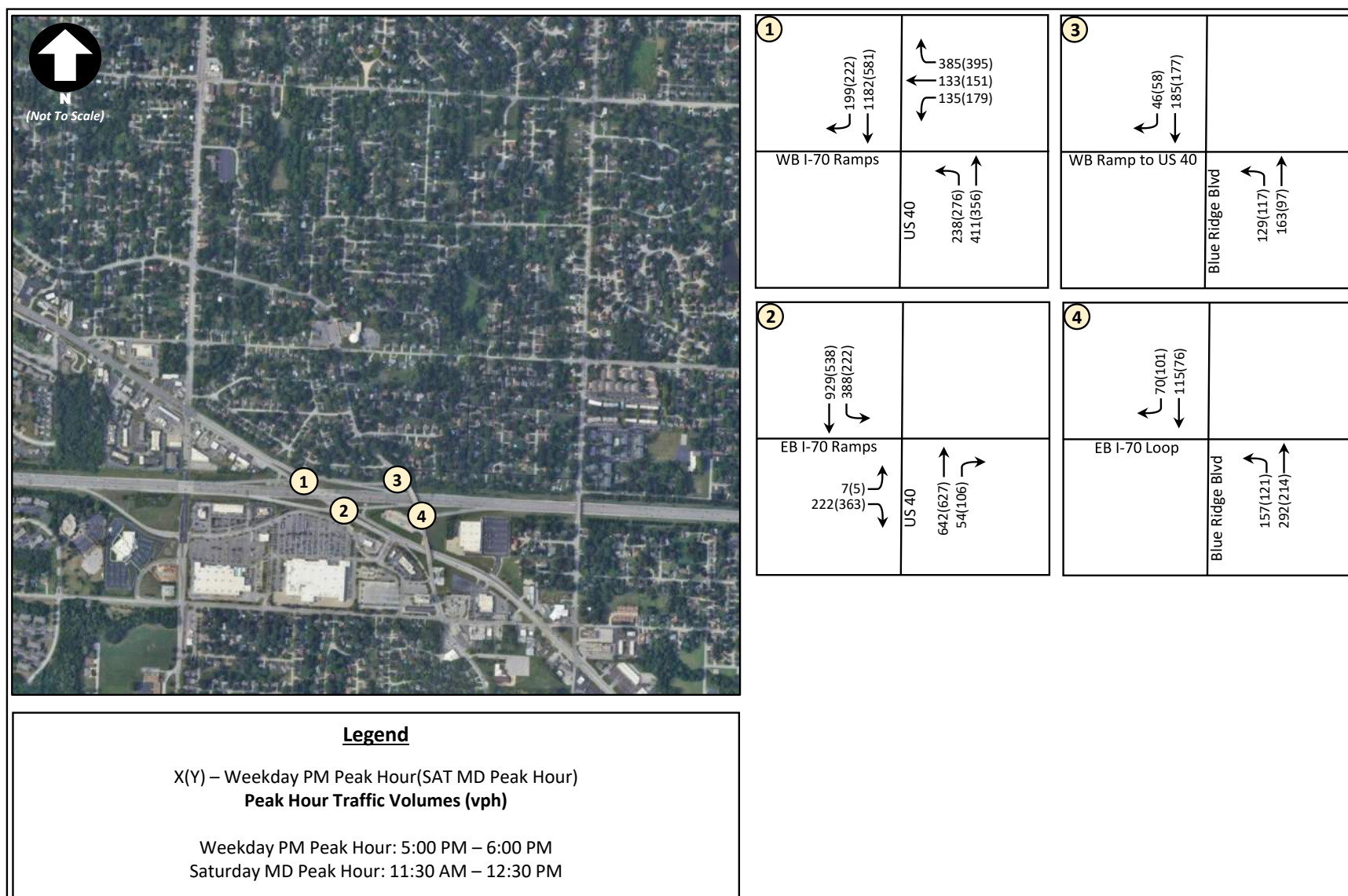
APPENDIX B – 2026 NO-BUILD TRAFFIC VOLUMES



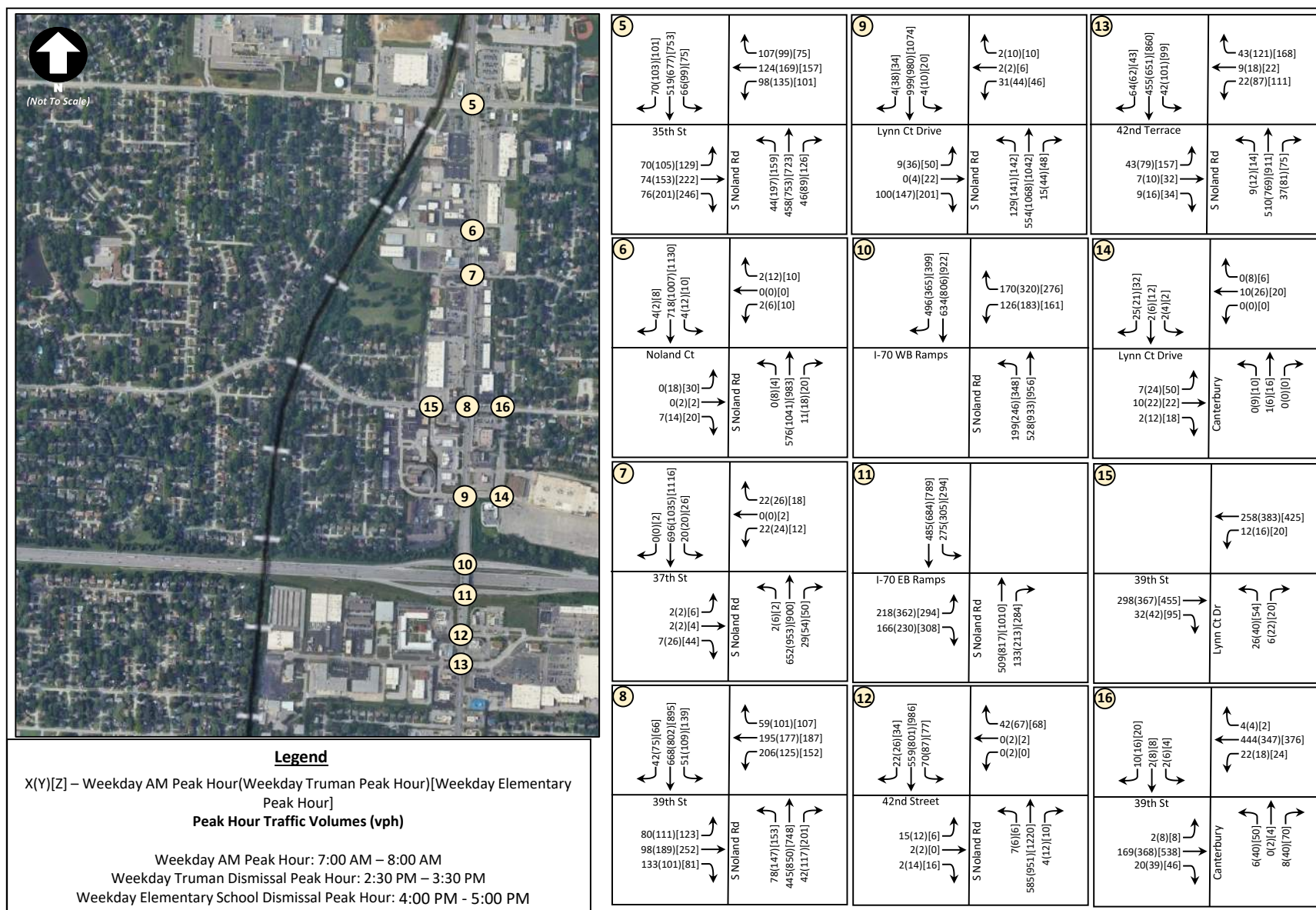
2026 No-Build Traffic Volumes – Overall Study Area



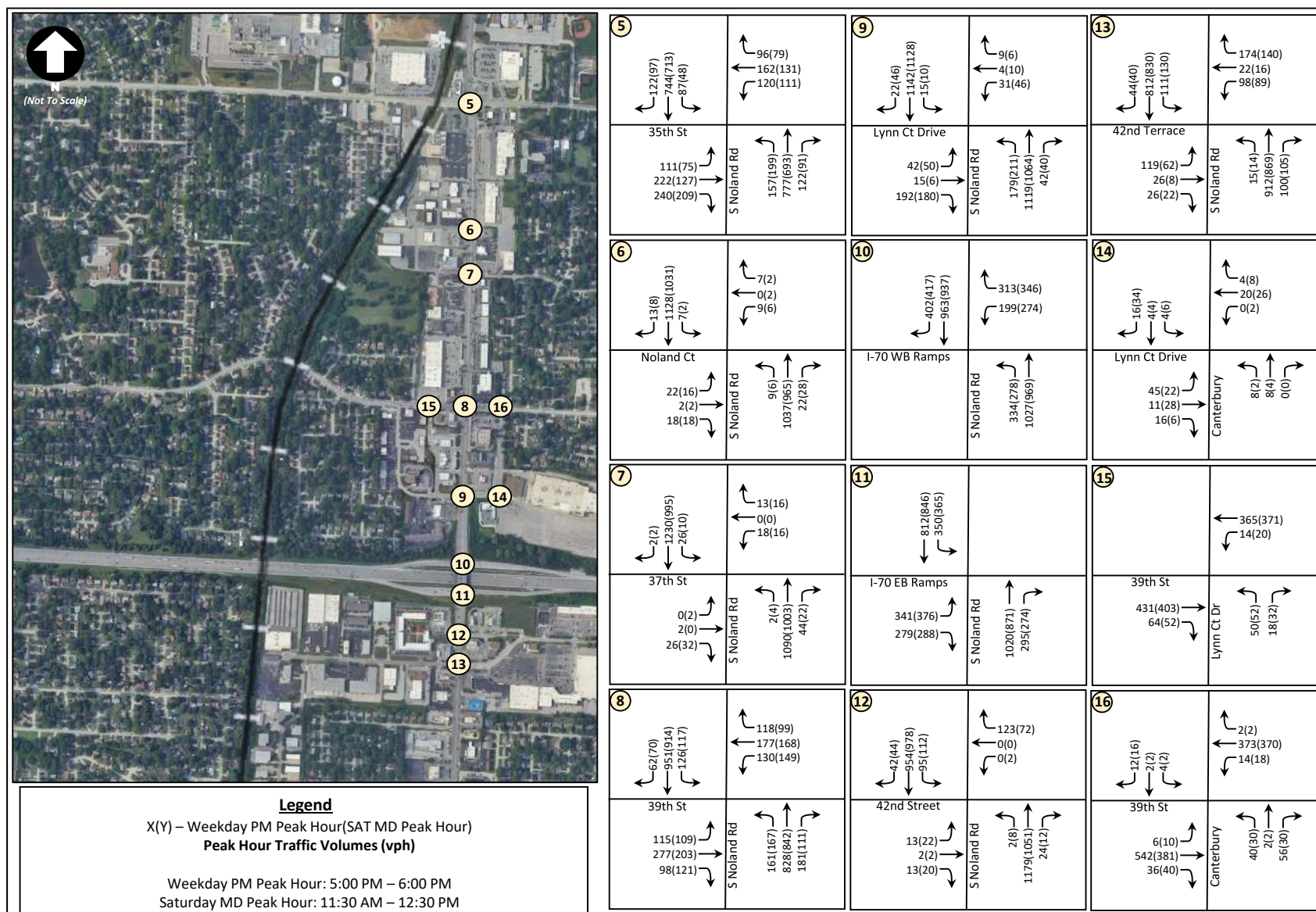
2026 No-Build Traffic Volumes - AM, Truman, Elementary Peak Hours (Sheet A-1)



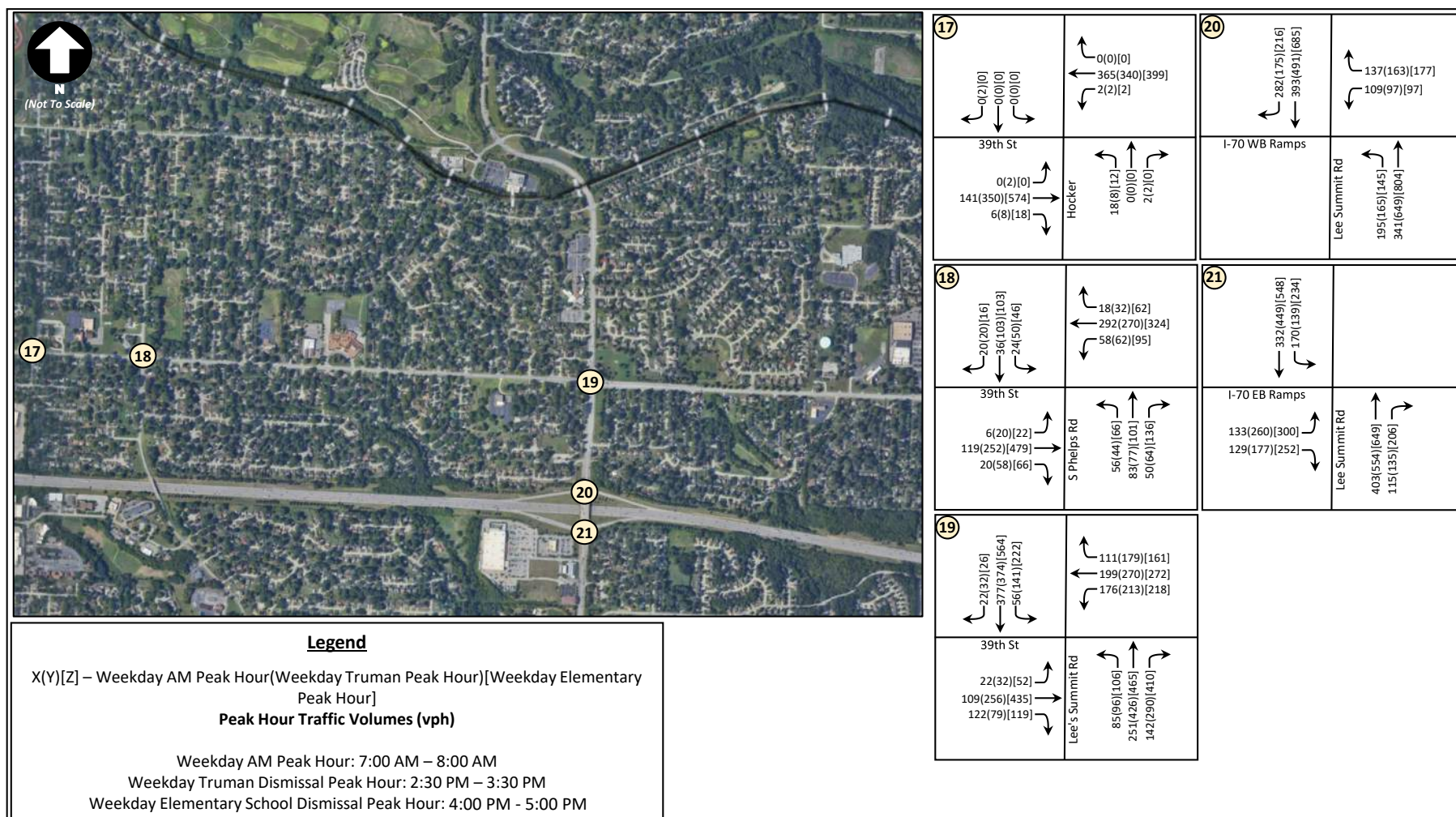
2026 No-Build Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet A-2)



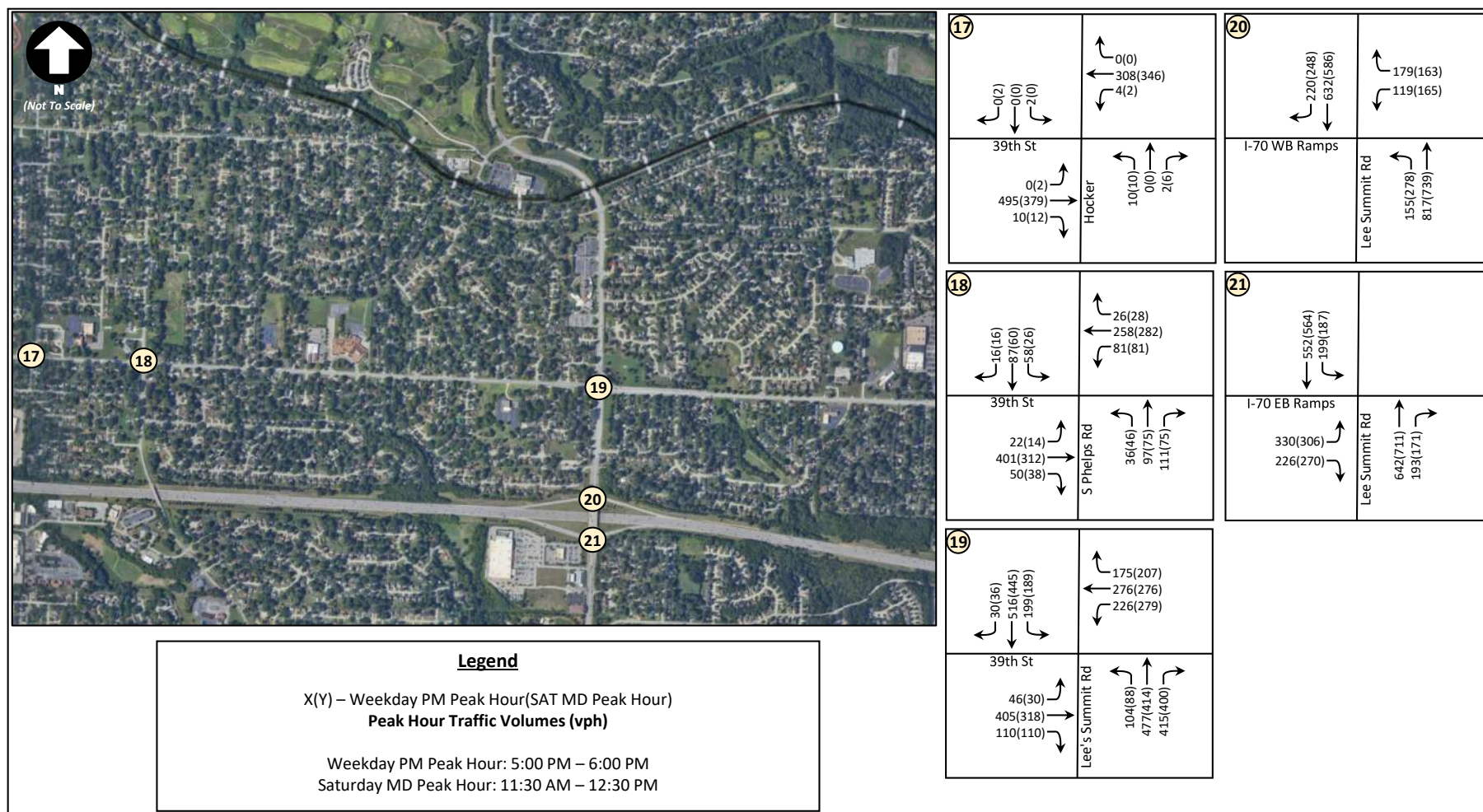
2026 No-Build Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet B-1)



2026 No-Build Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet B-2)

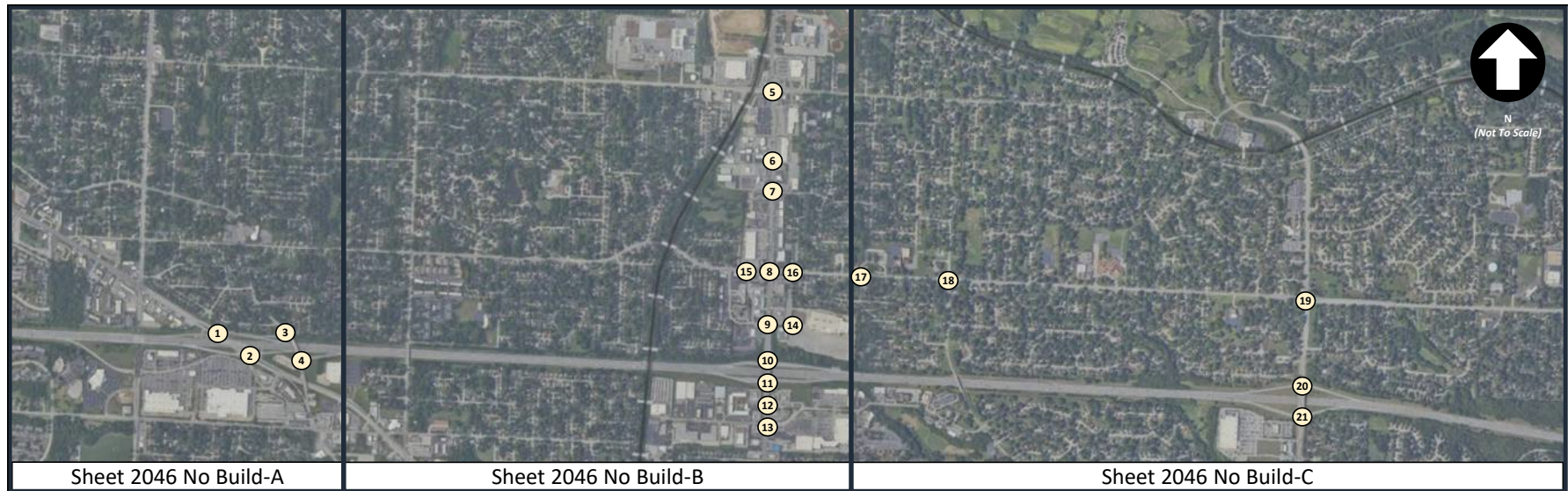


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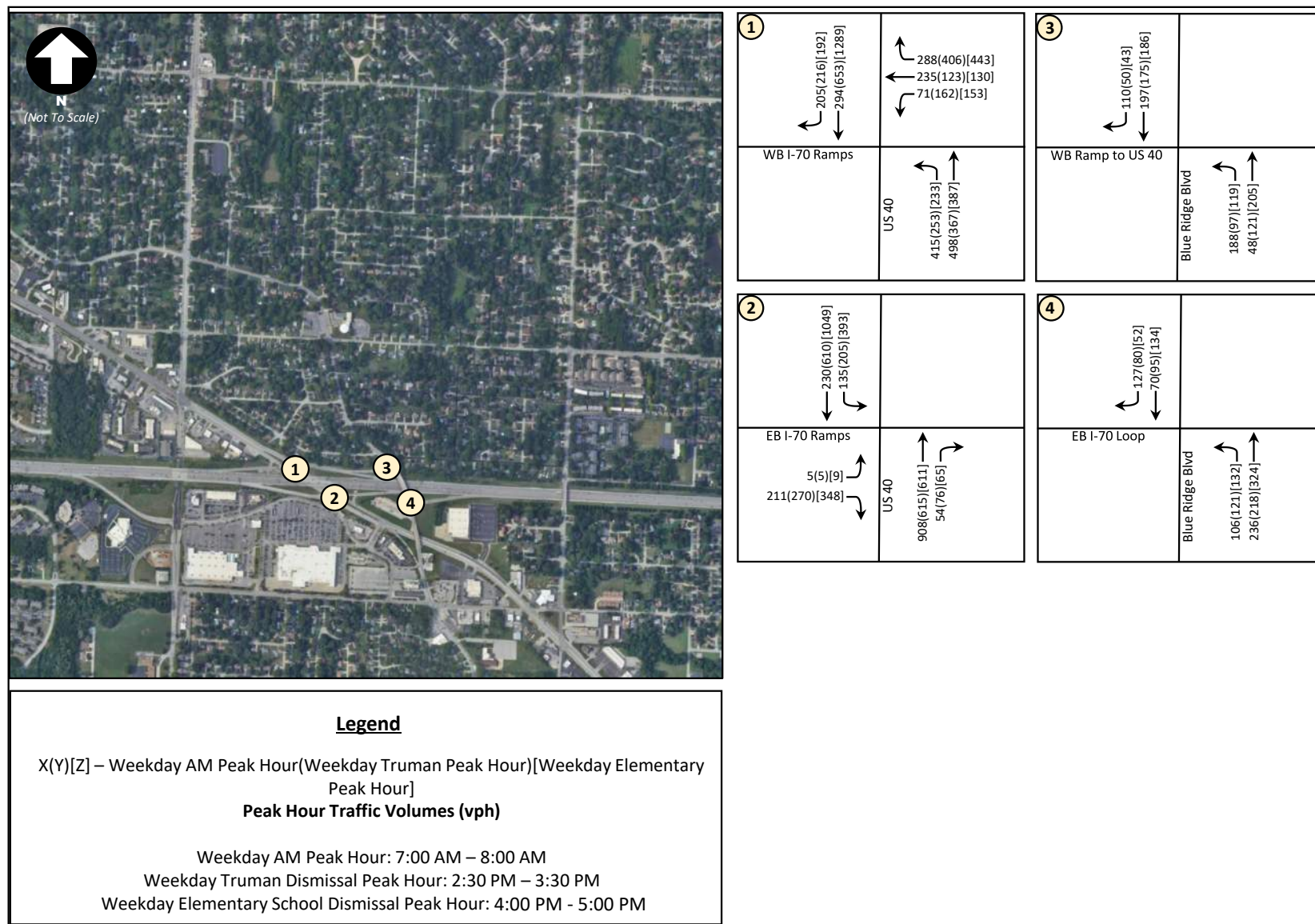


2026 No-Build Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet C-2)

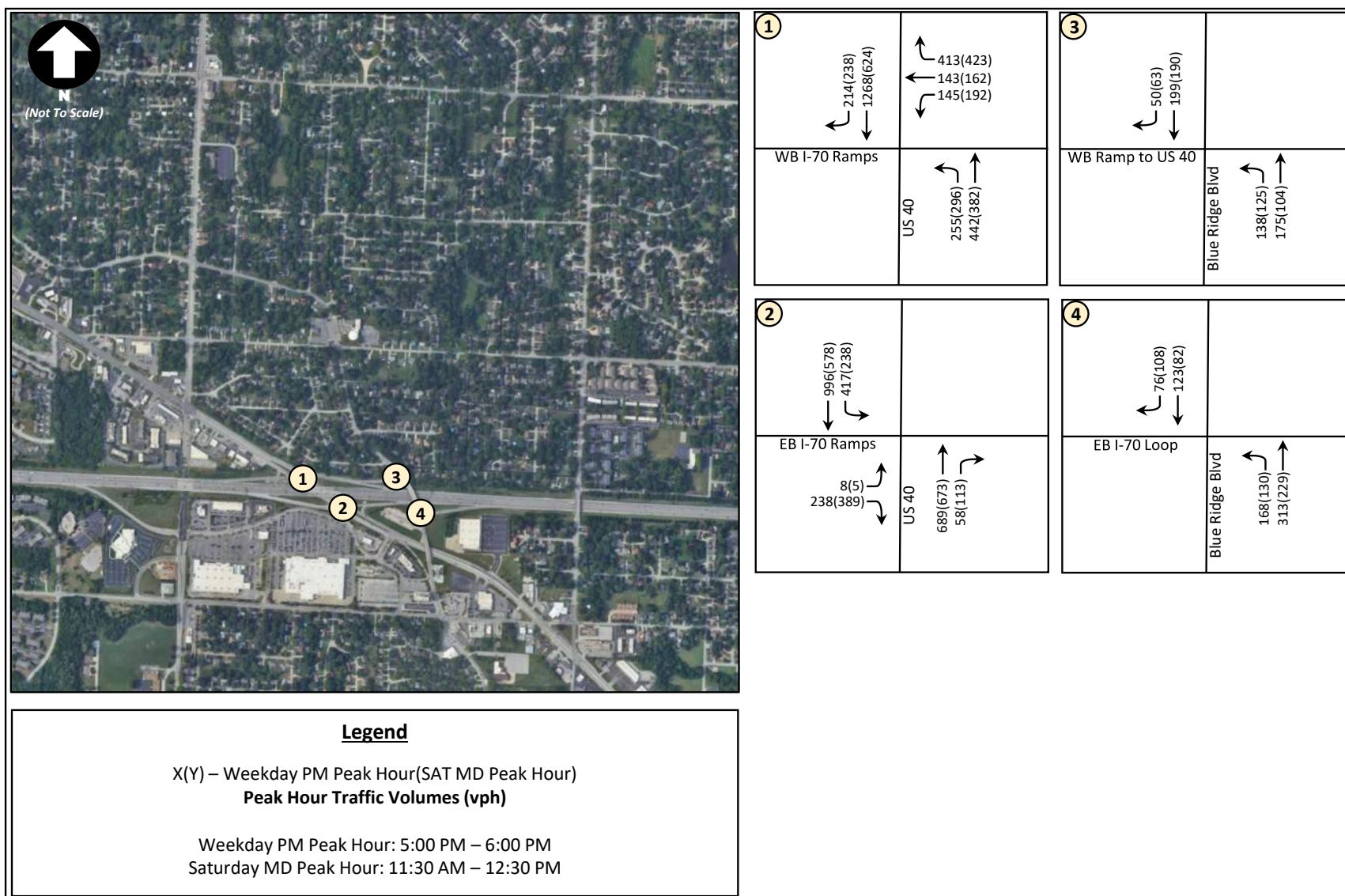
APPENDIX C – 2046 NO-BUILD TRAFFIC VOLUMES



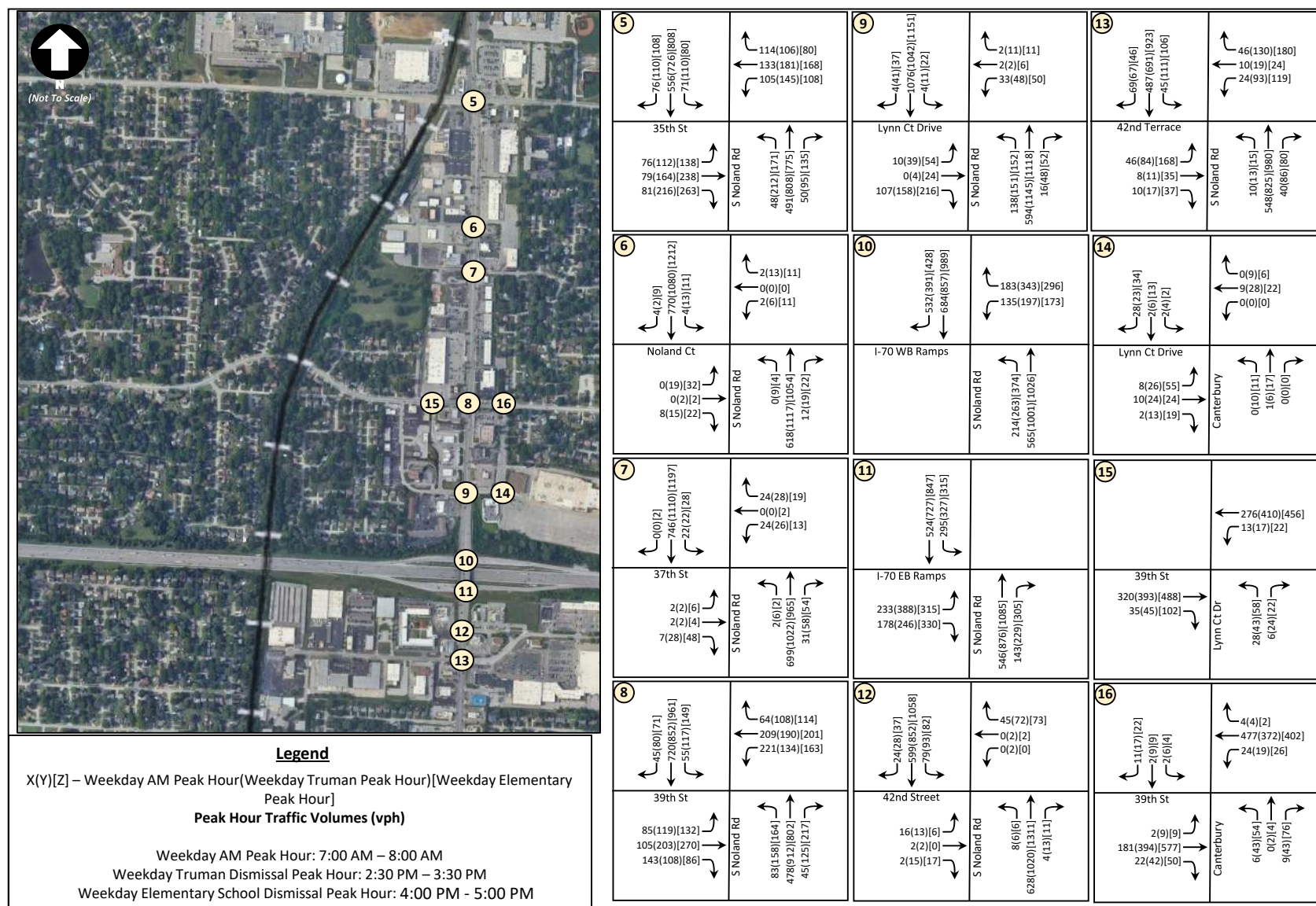
2046 No-Build Traffic Volumes – Overall Study Area



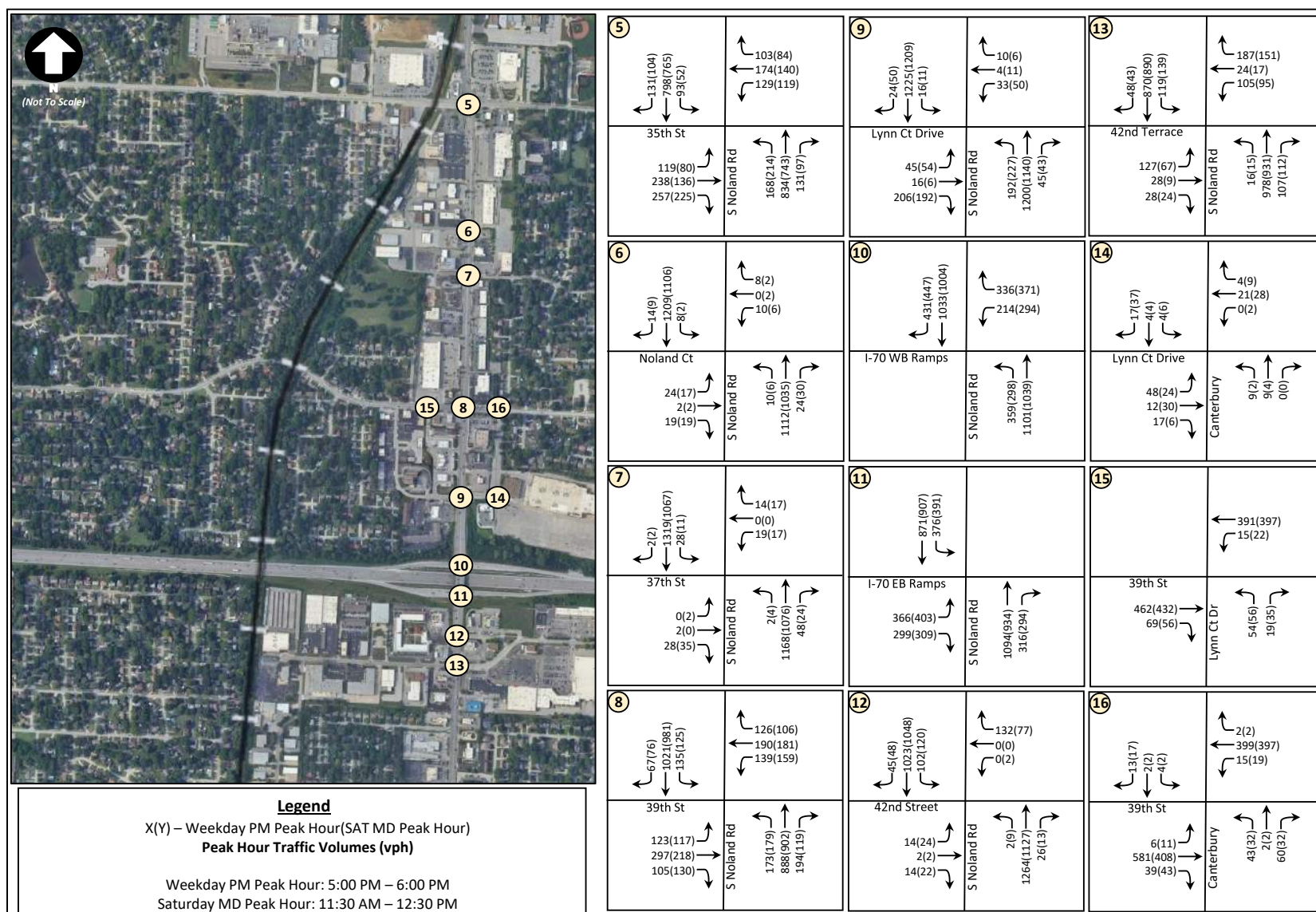
2046 No-Build Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet A-1)



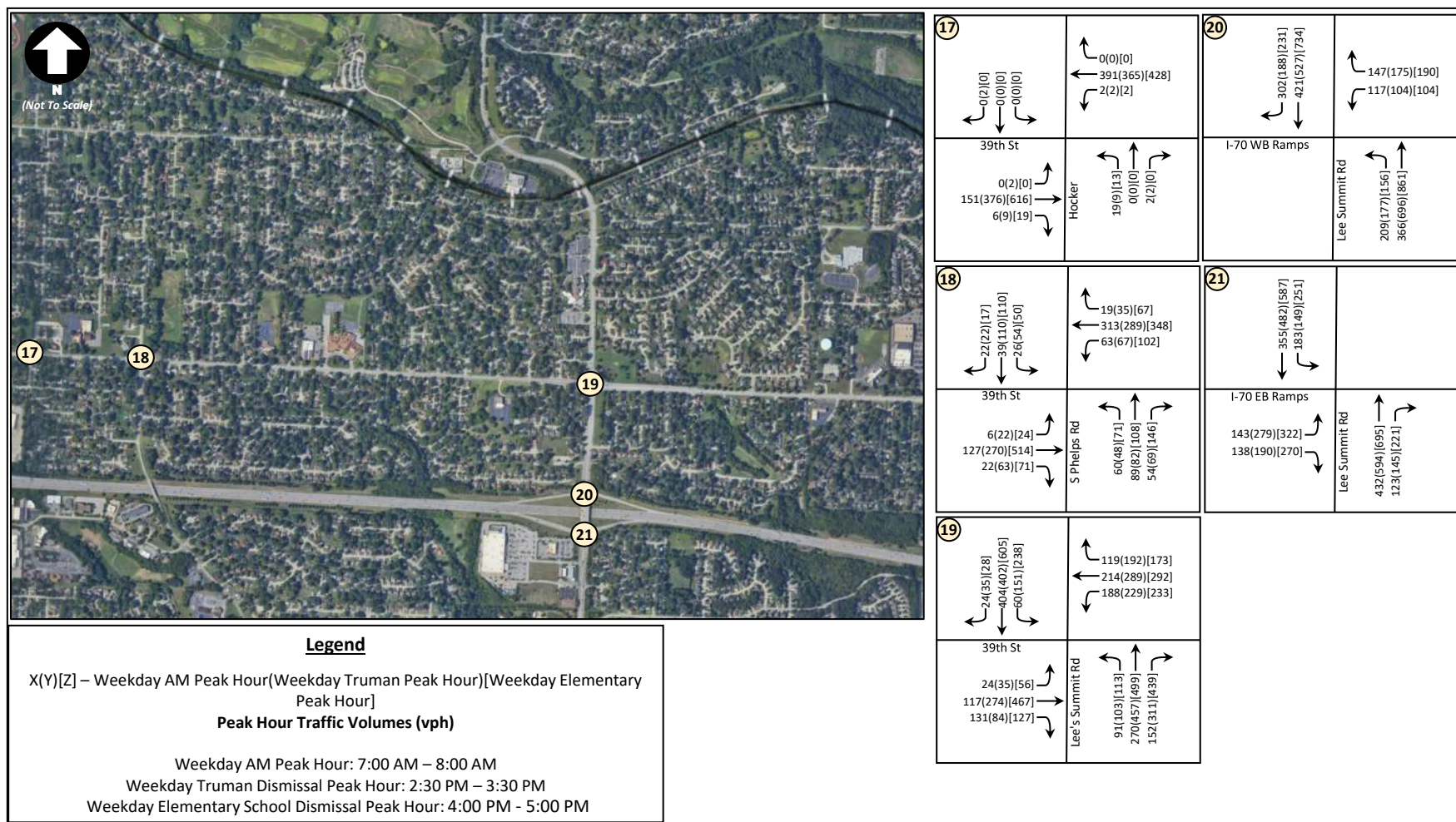
2046 No-Build Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet A-2)



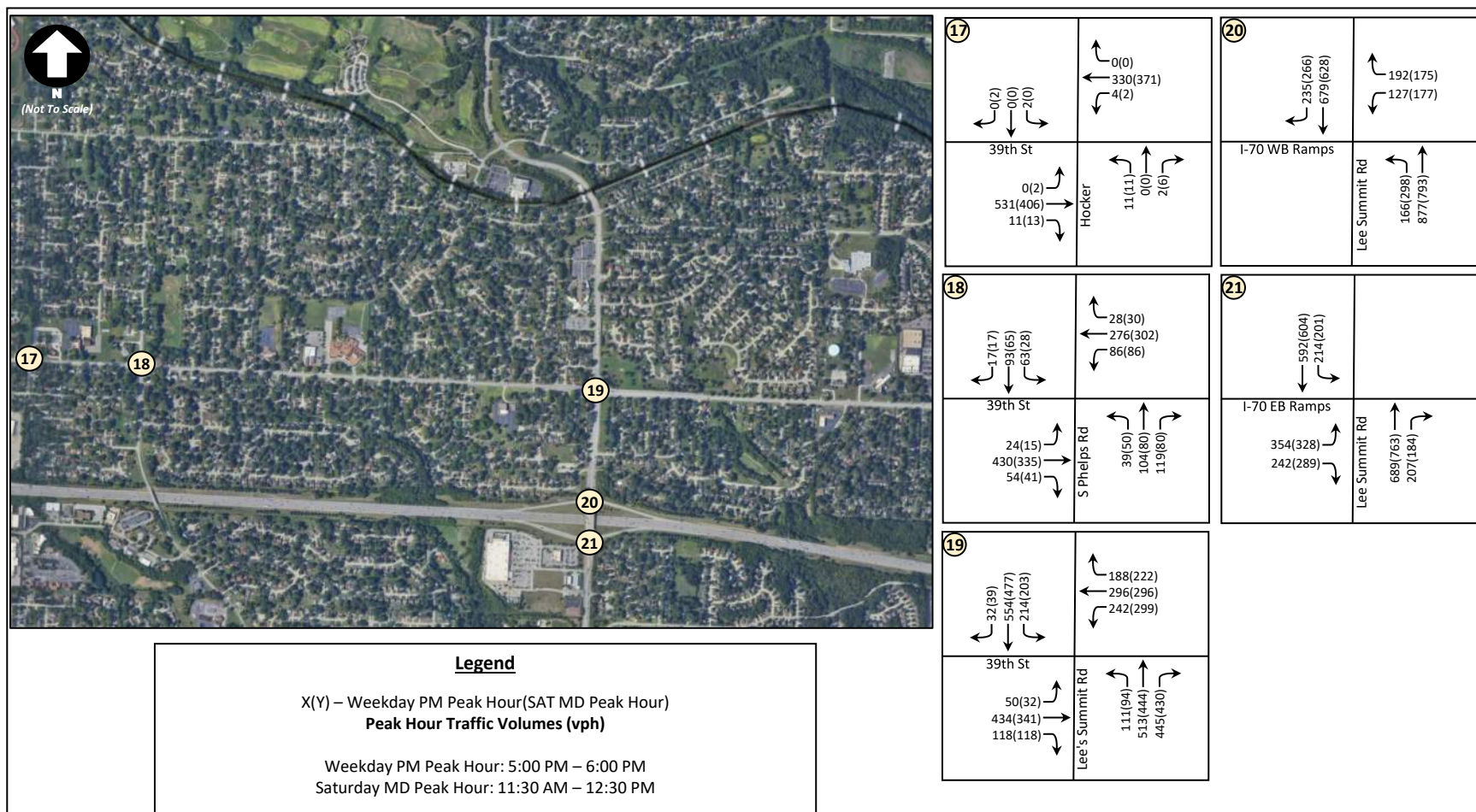
2046 No-Build Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet B-1)



2046 No-Build Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet B-2)

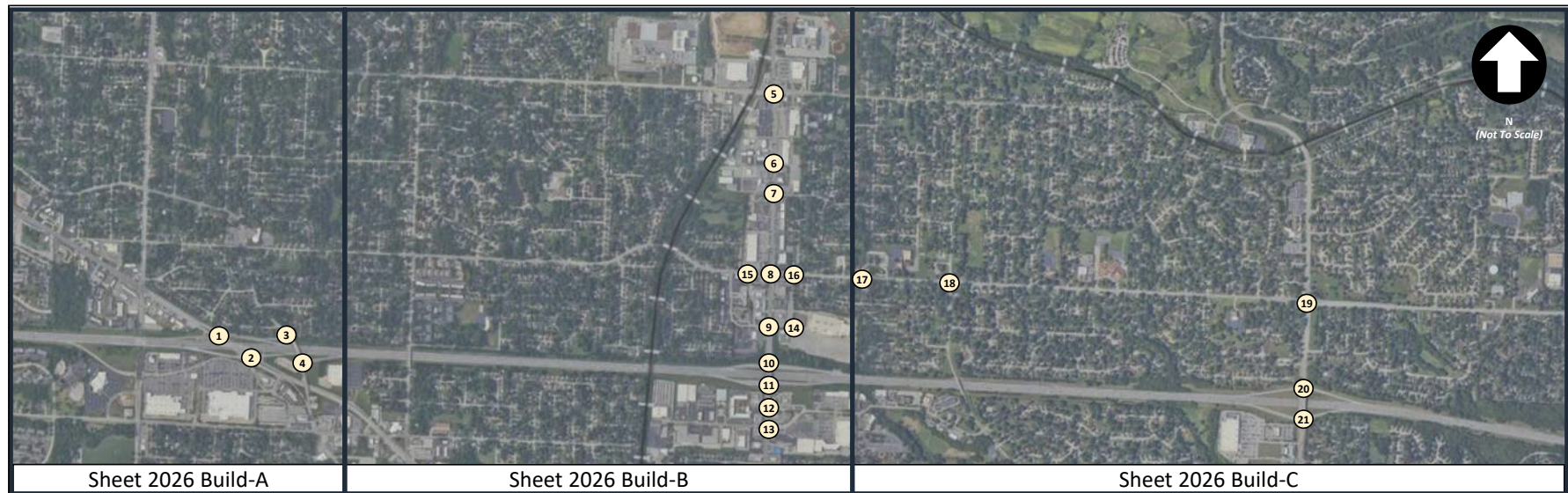


2046 No-Build Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet C-1)

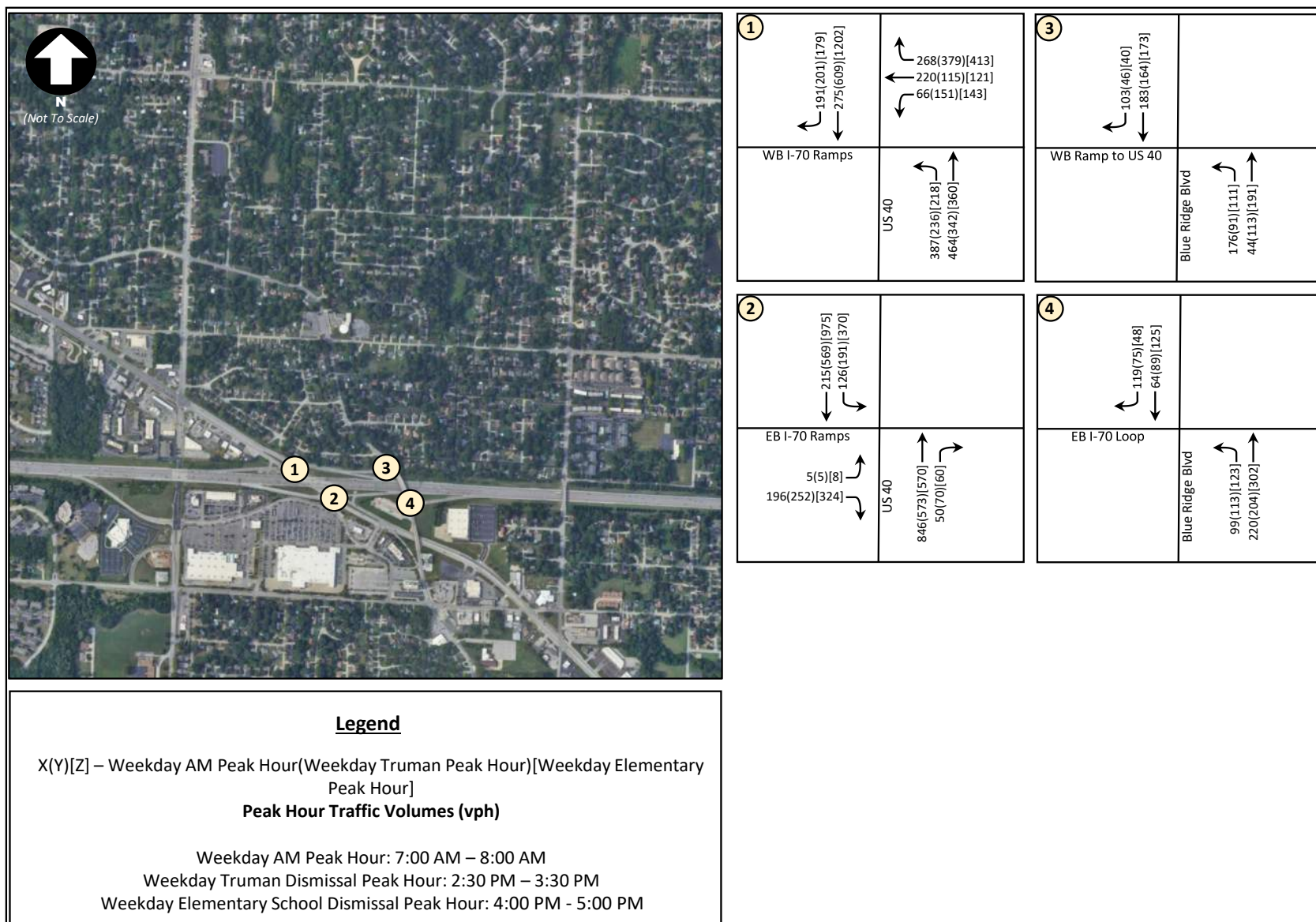


2046 No-Build Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet C-2)

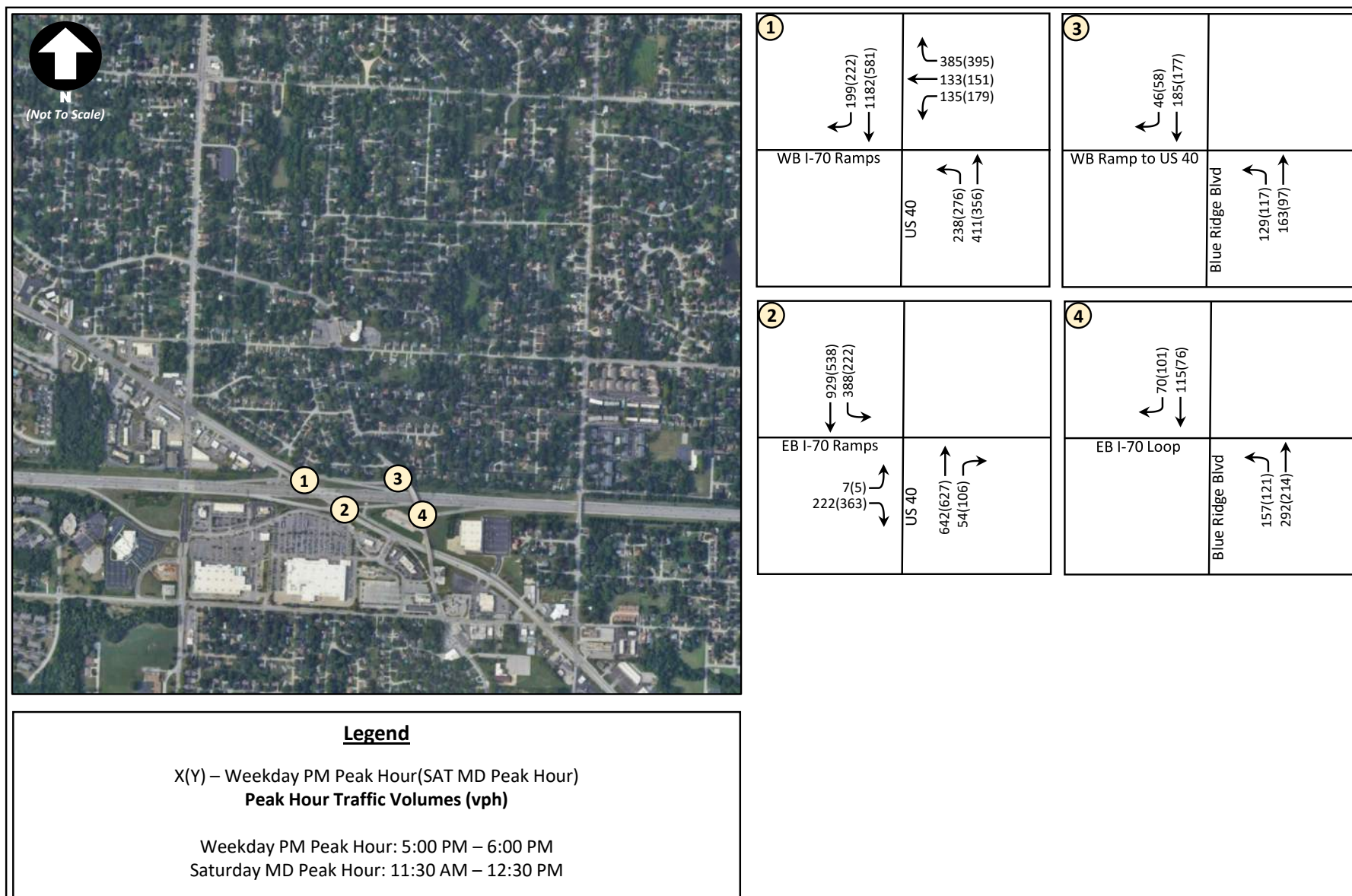
APPENDIX D – 2026 FORECASTED TRAFFIC VOLUMES



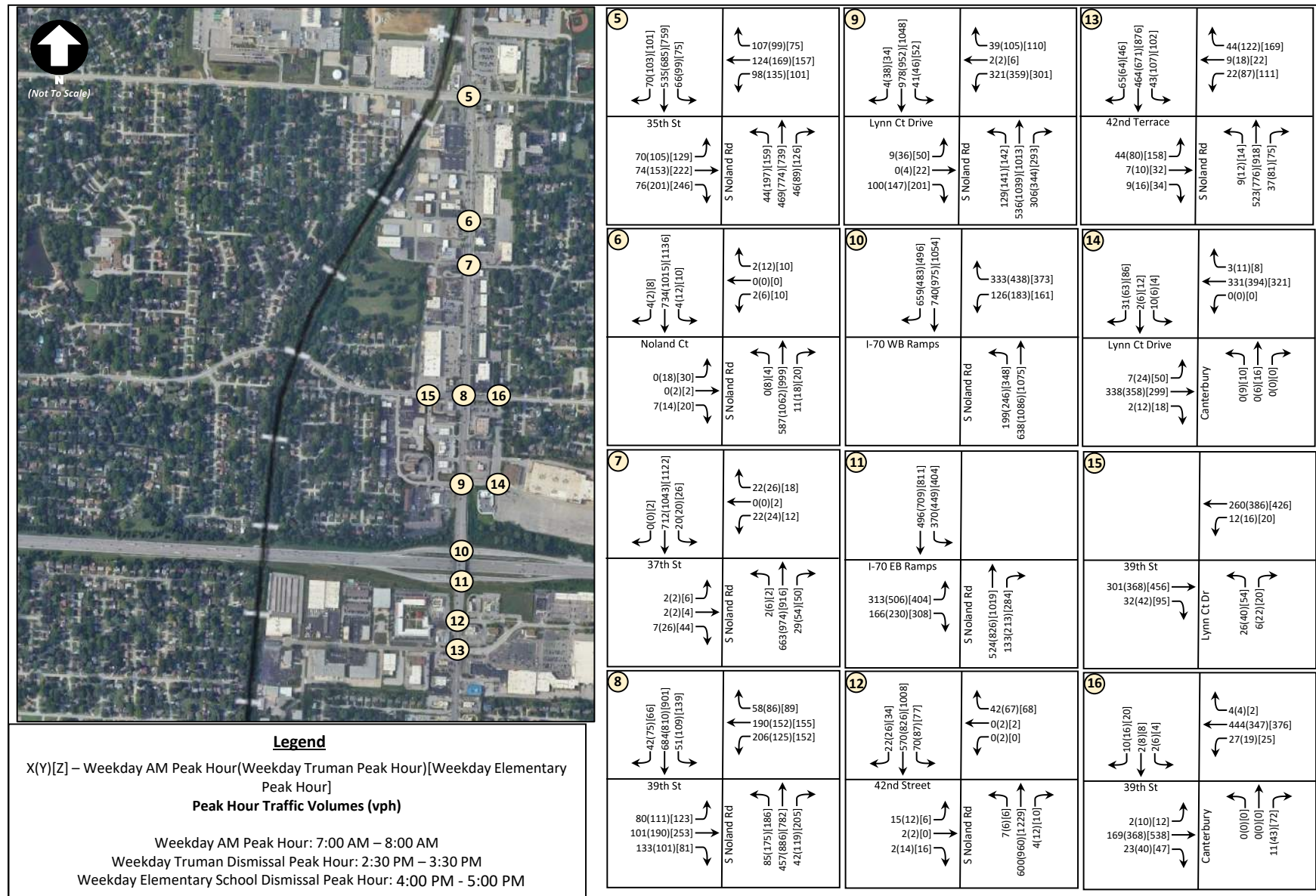
2026 Forecasted Traffic Volumes – Overall Study Area



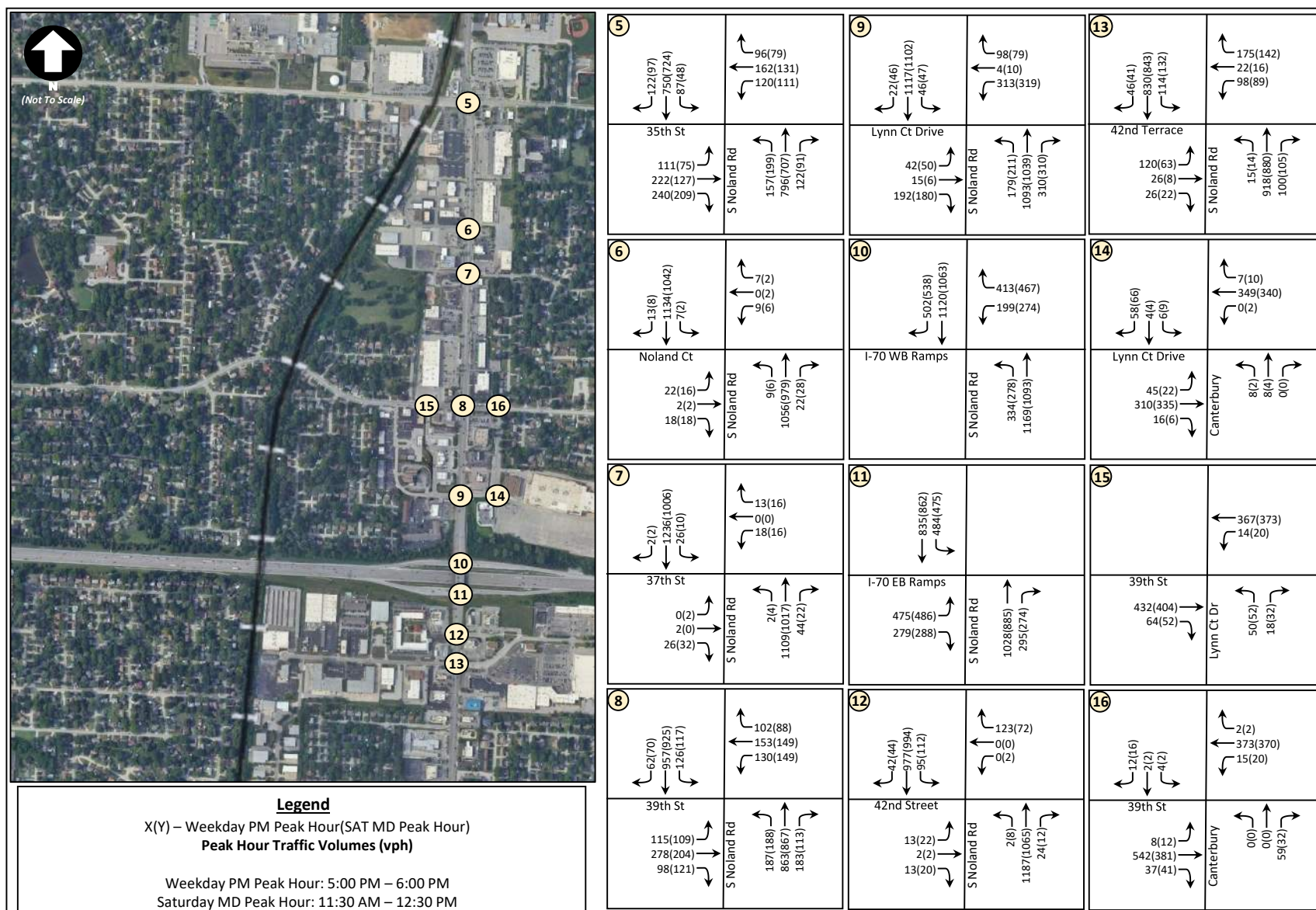
2026 Forecasted Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet A-1)



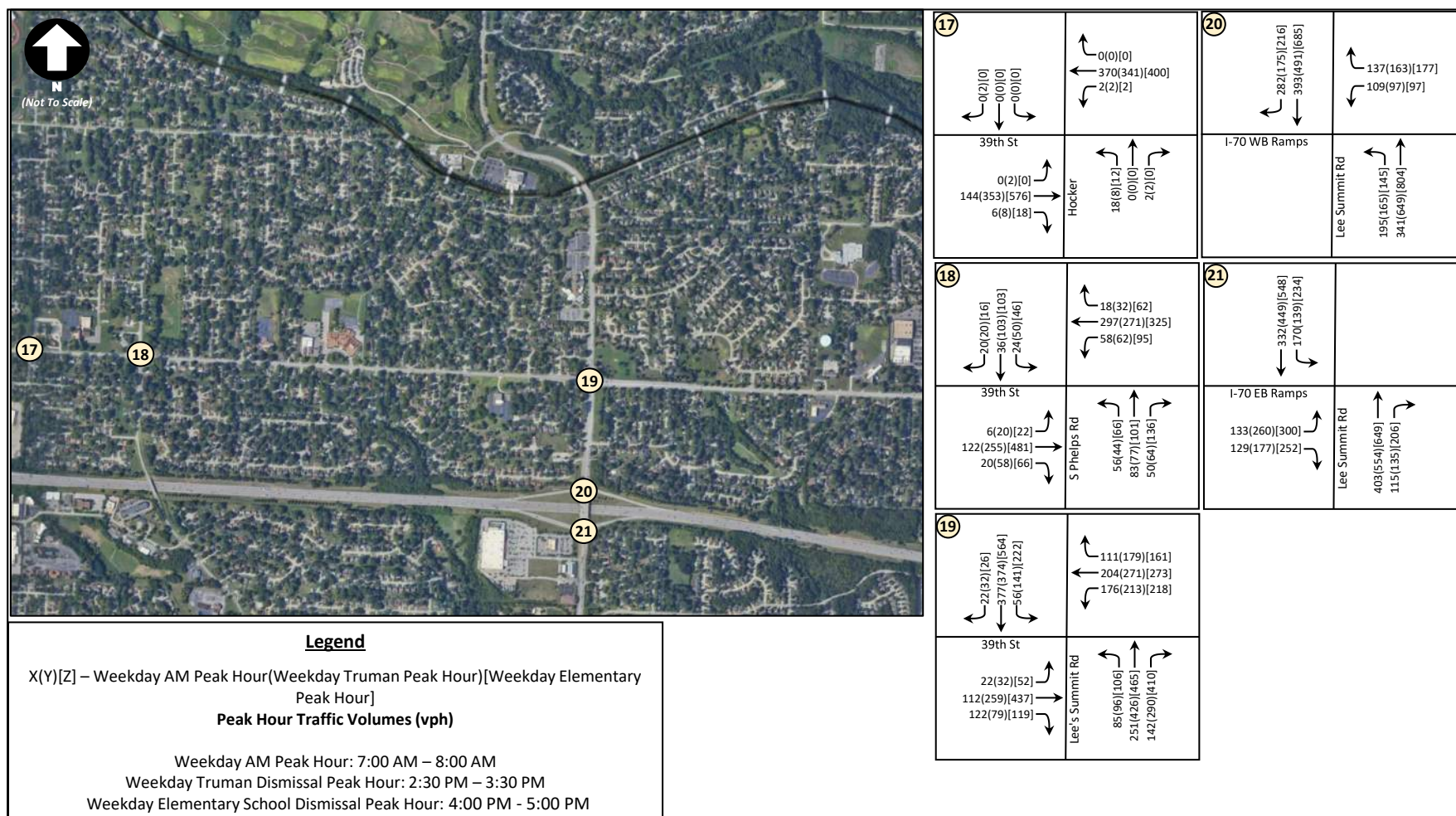
2026 Forecasted Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet A-2)



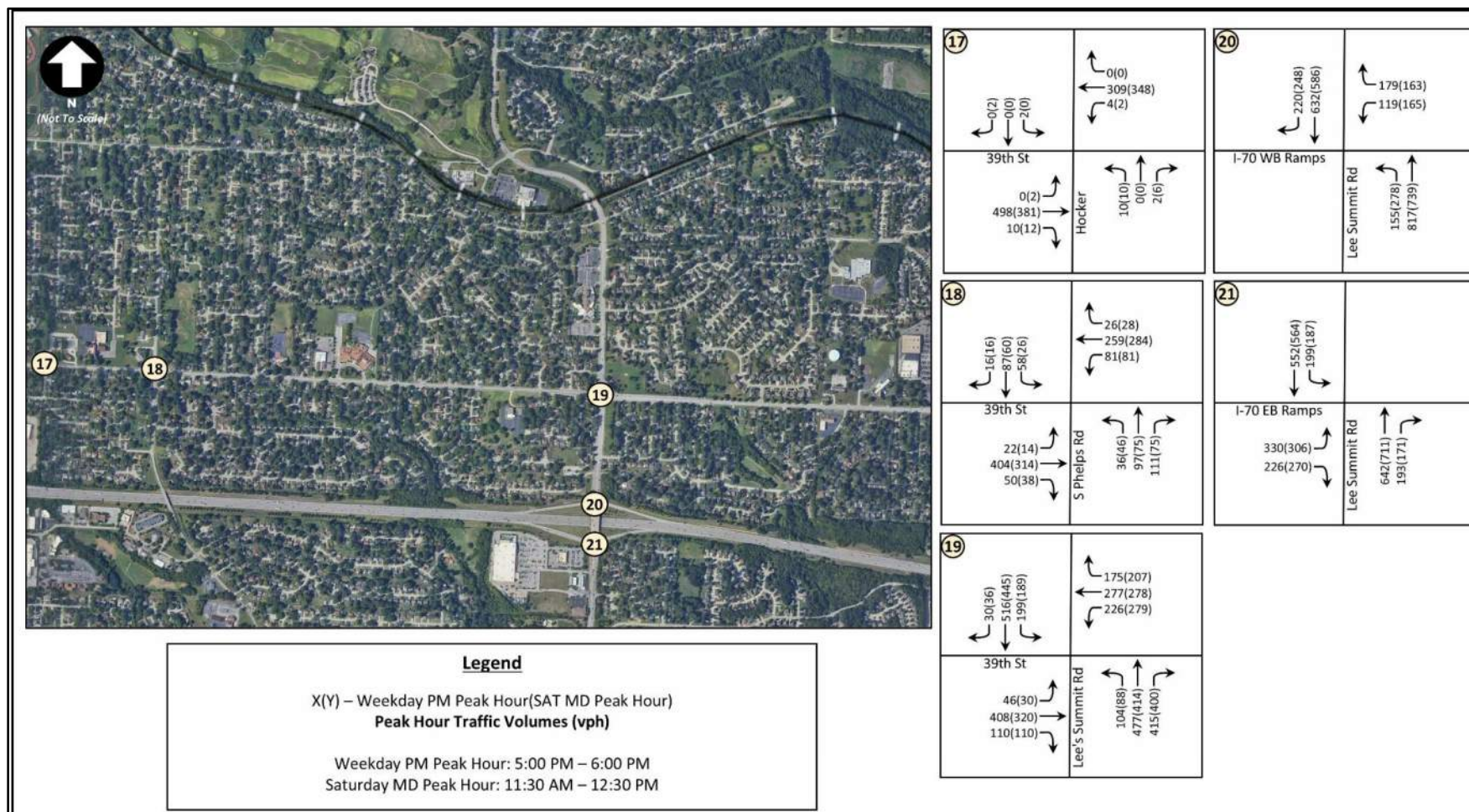
2026 Forecasted Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet B-1)



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)

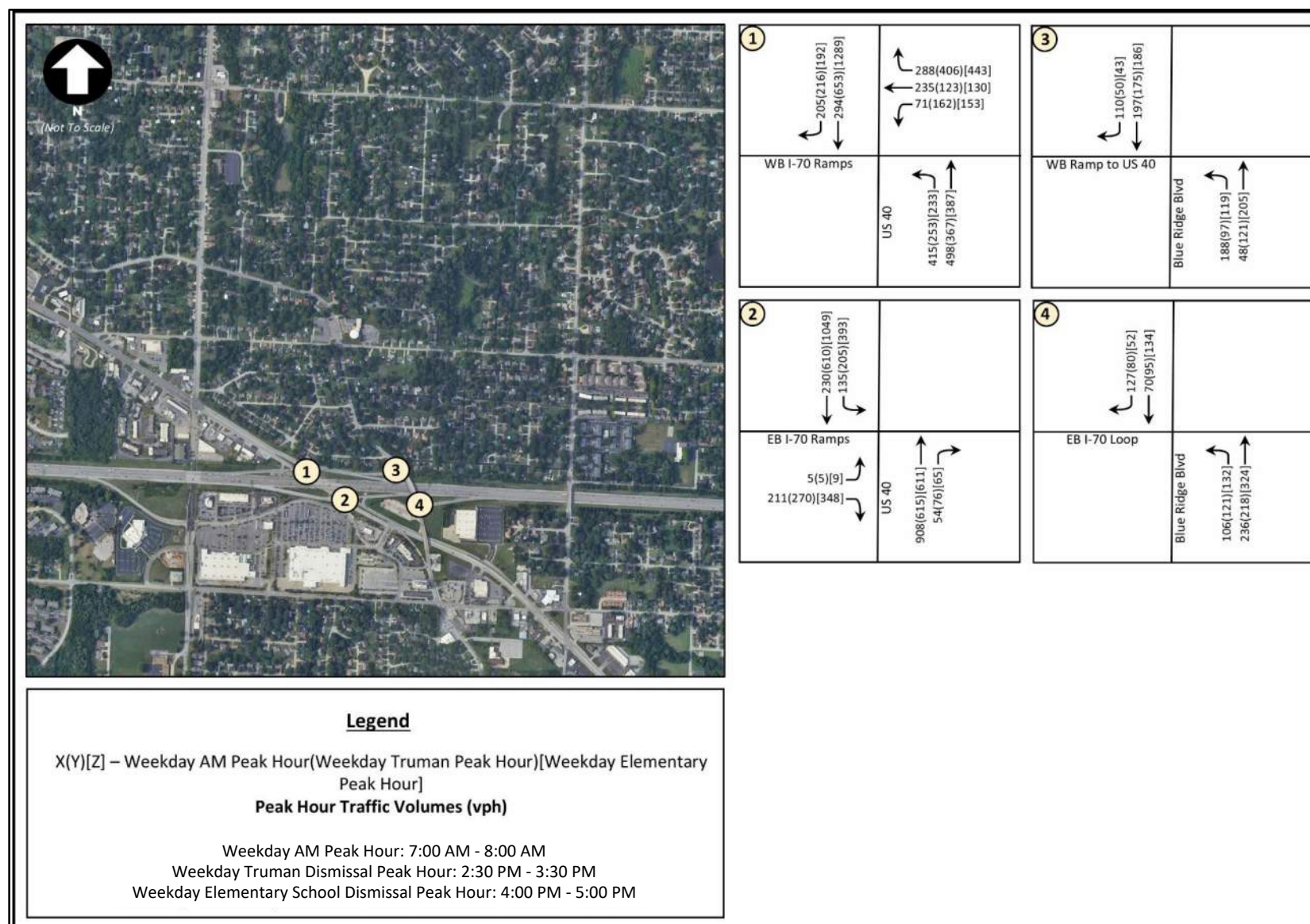


2026 Forecasted Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet C-2)

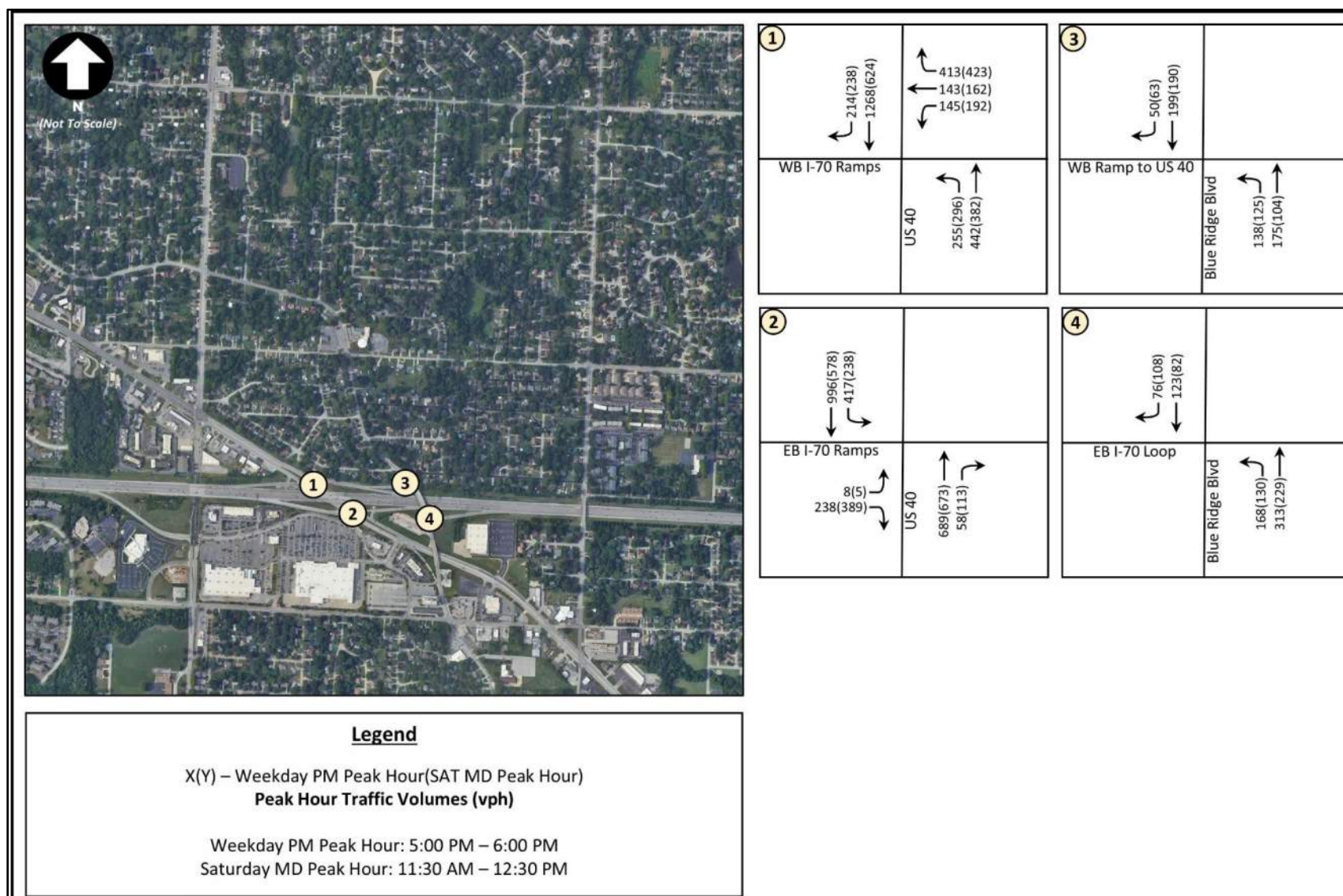
APPENDIX E – 2046 FORECASTED TRAFFIC VOLUMES



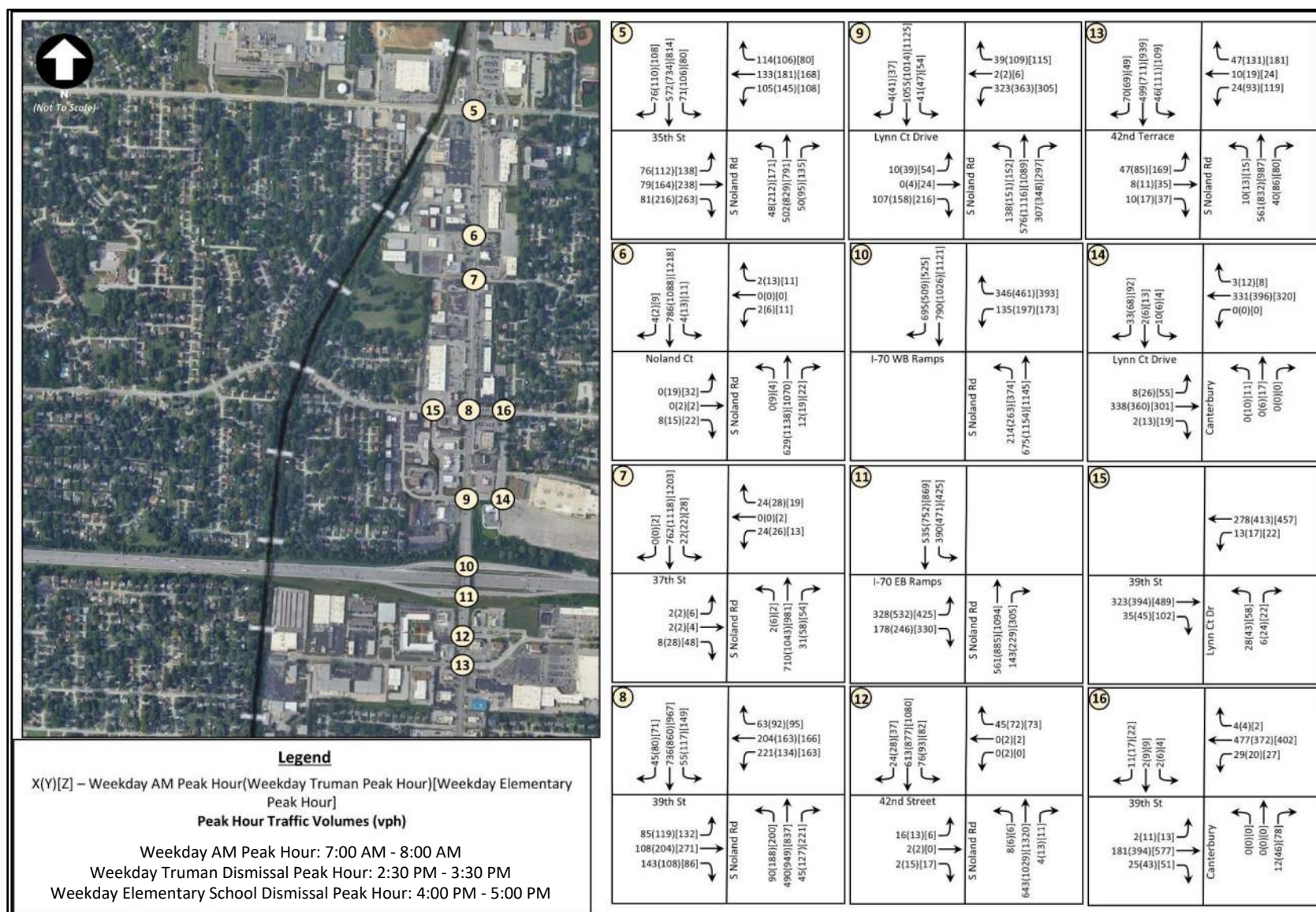
2046 Forecasted Traffic Volumes – Overall Study Plan



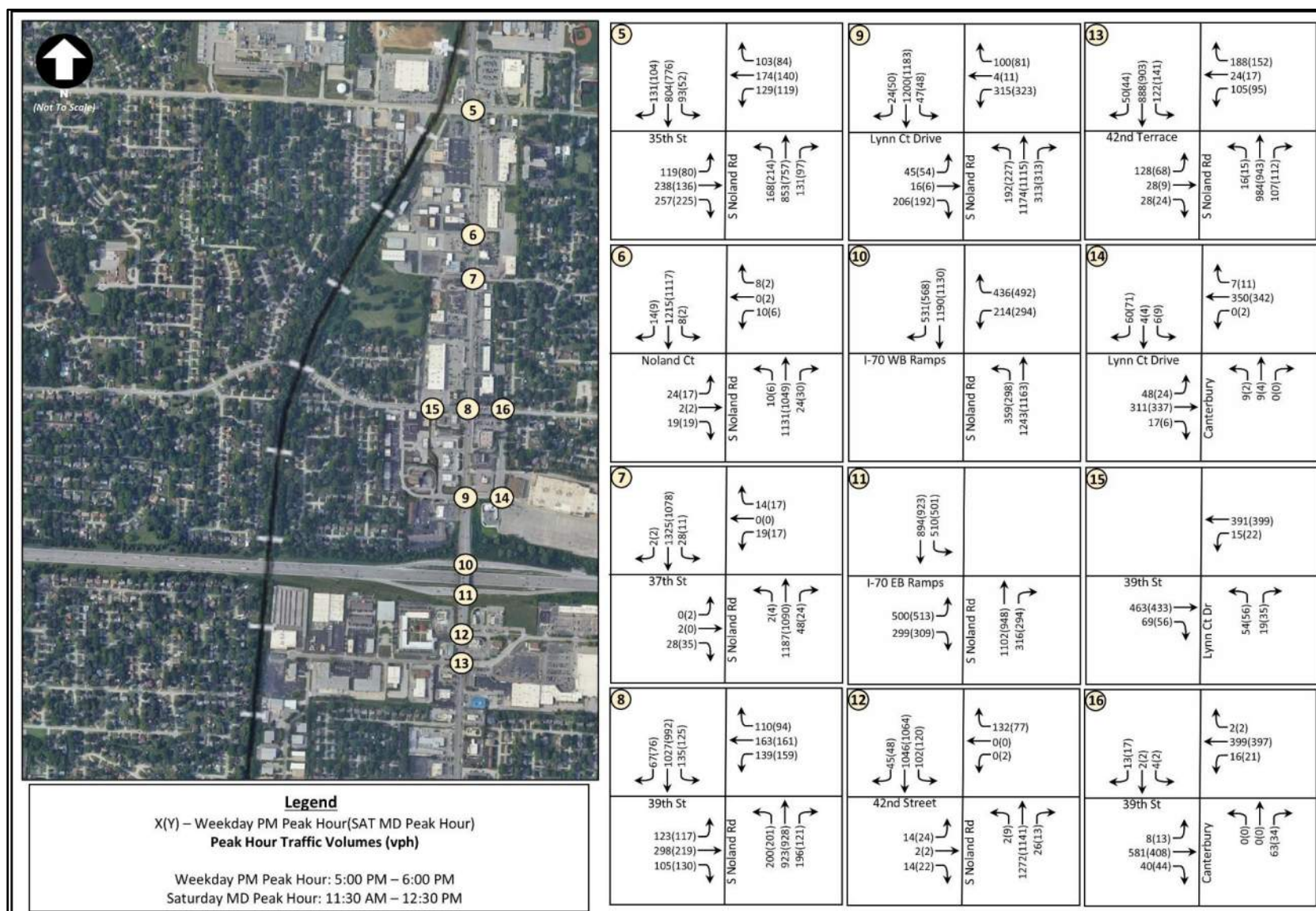
2046 Forecasted Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet A-1)



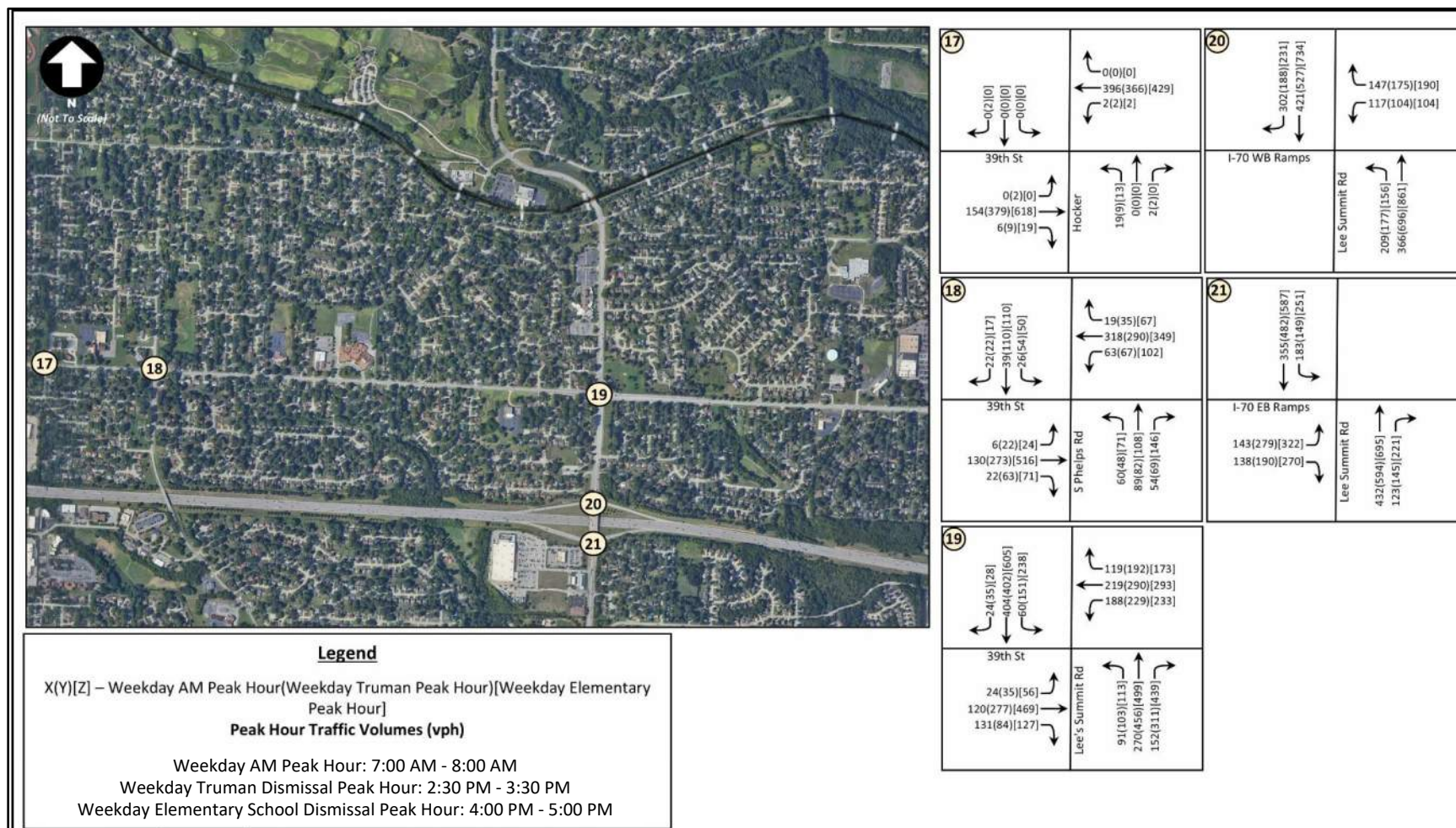
2046 Forecasted Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet A-2)



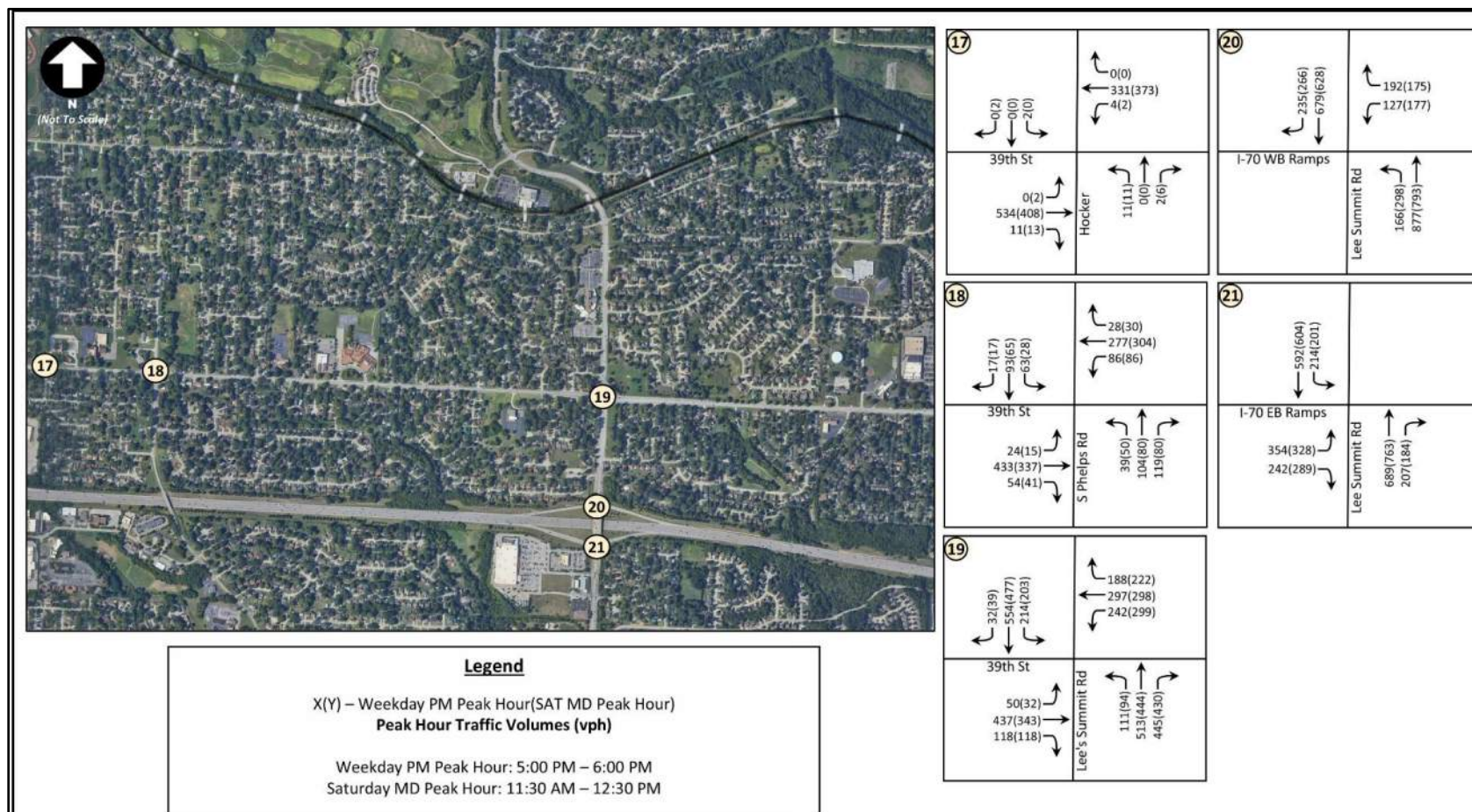
2046 Forecasted Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet B-1)



2046 Forecasted Traffic Volumes – PM and Midday Saturday Peak Hours (Sheet B-2)

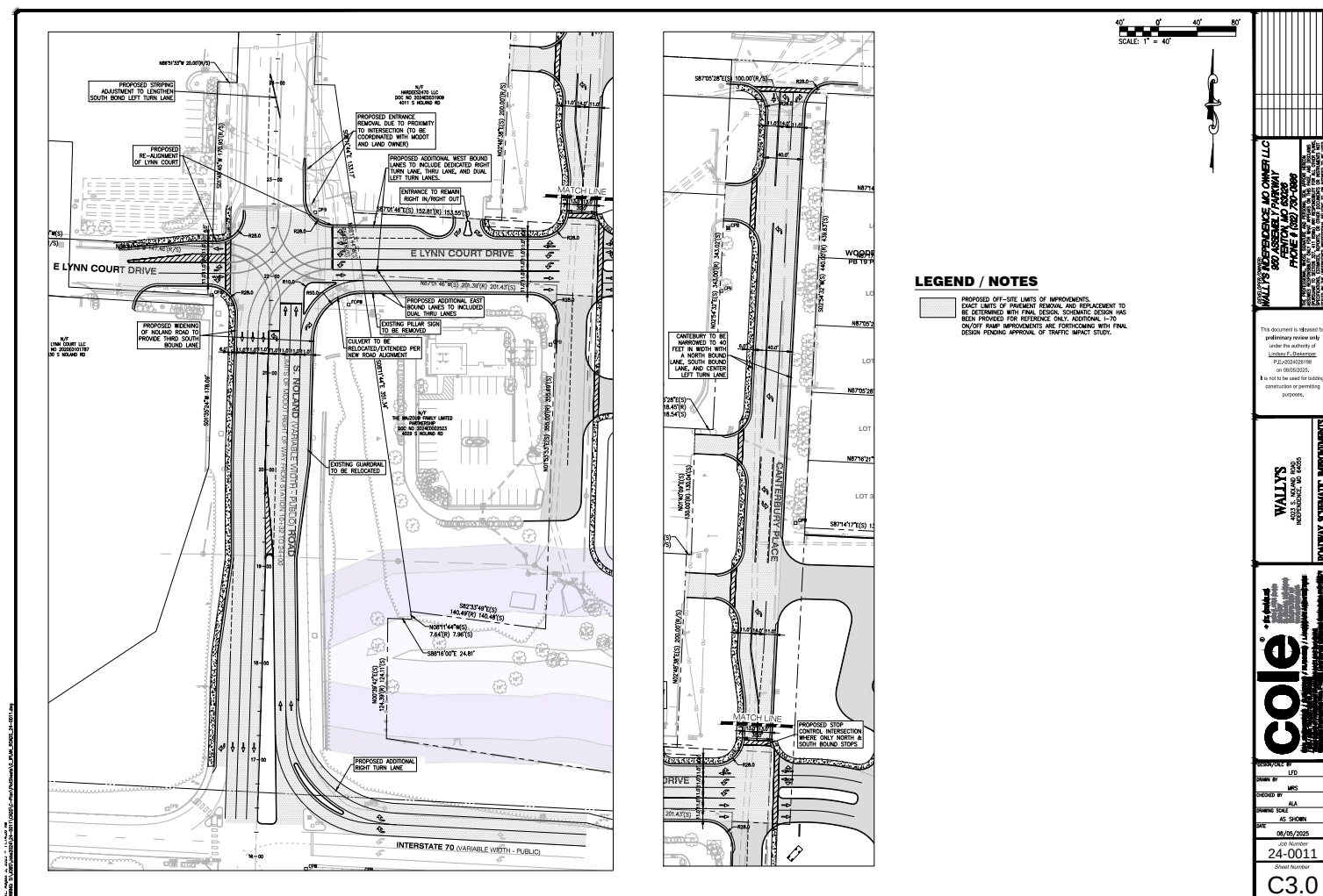


2046 Forecasted Traffic Volumes – AM, Truman, and Elementary Peak Hours (Sheet C-1)



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%

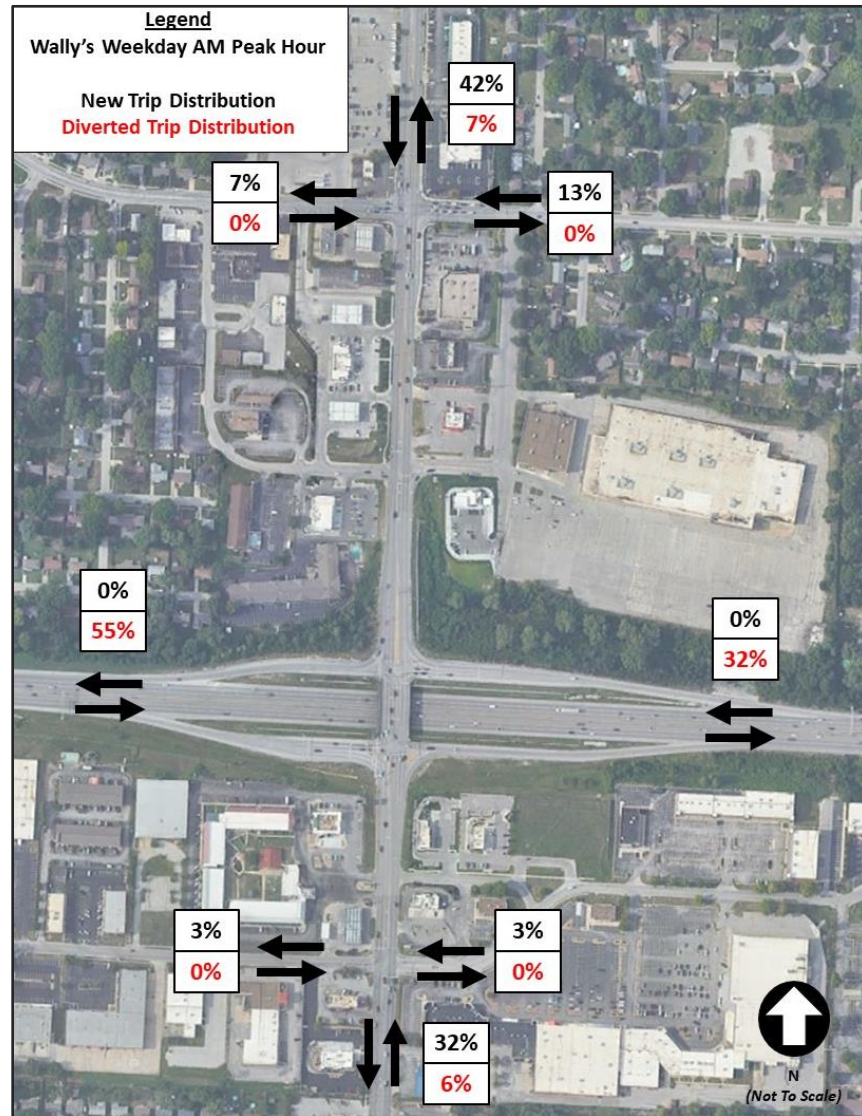


Figure 7. Directional Distribution Percentages Applied to Proposed Wally's - Weekday AM

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%

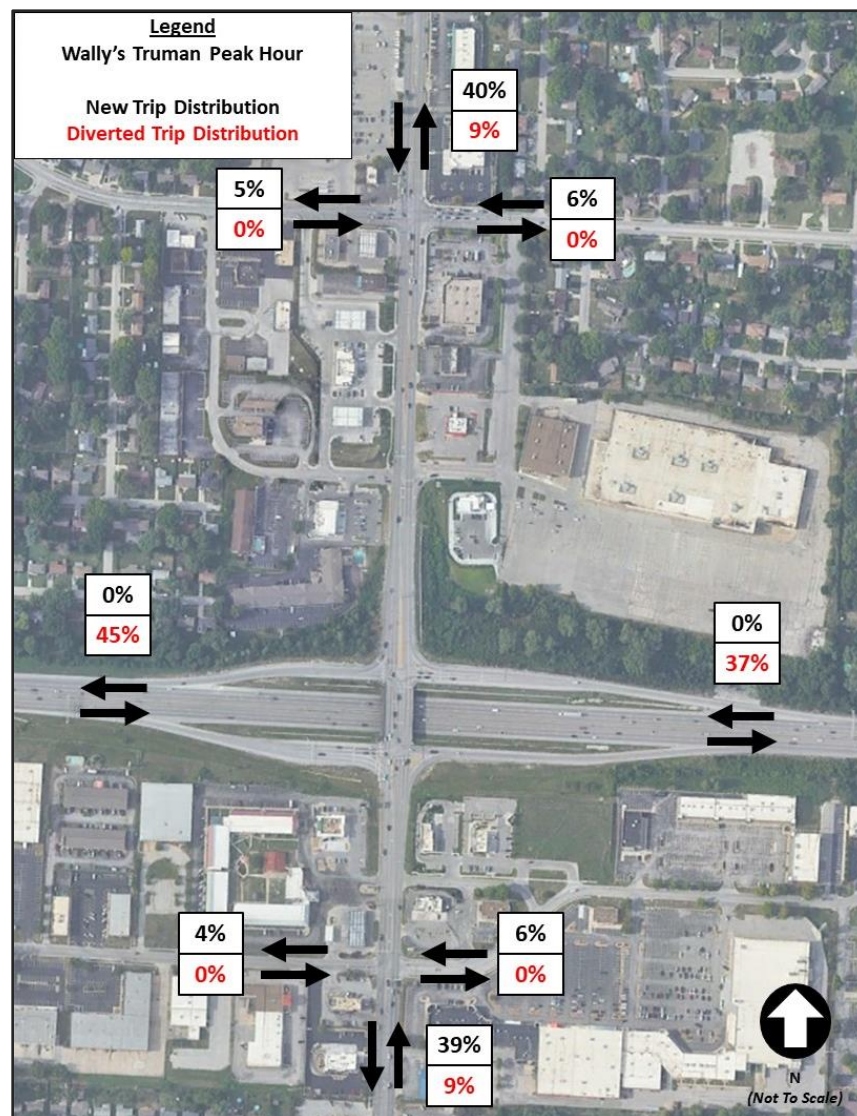
**Figure 8. Directional Distribution Percentages Applied to Proposed Wally's – Truman Dismissal**

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%

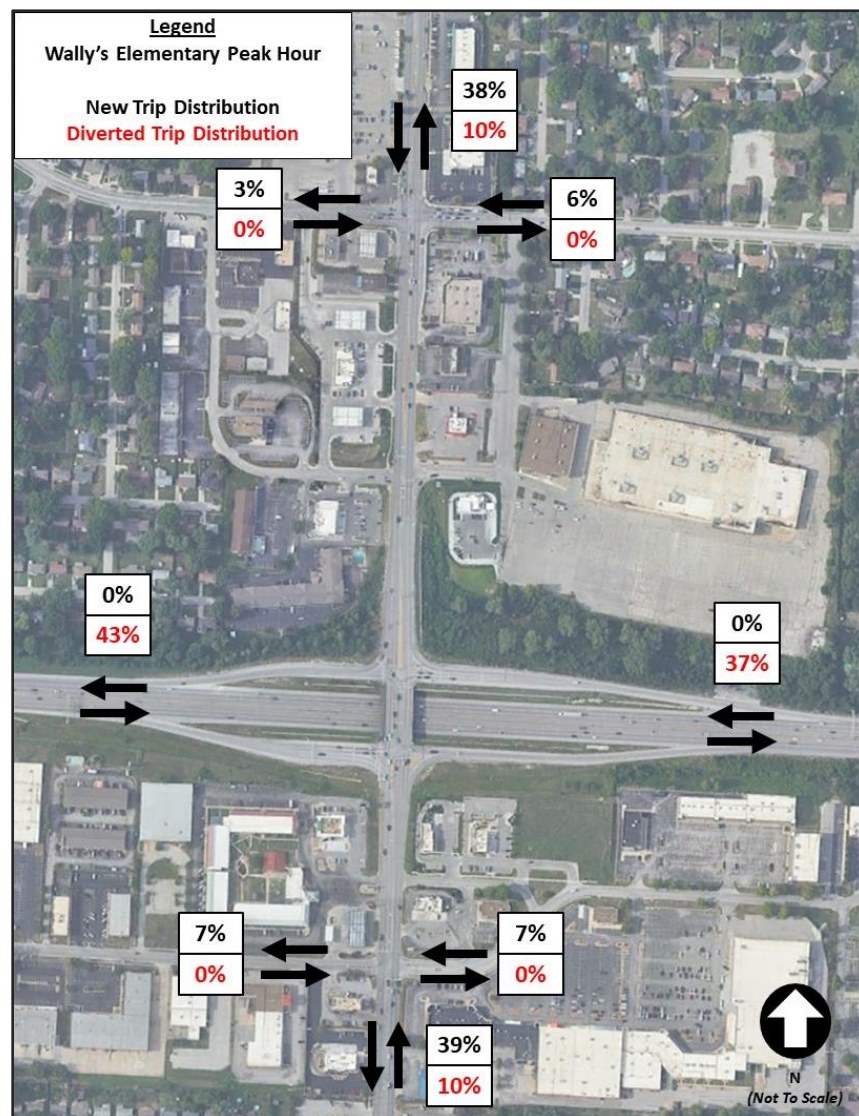


Figure 9. Directional Distribution Percentages Applied to Proposed Wally's – Elementary Dismissal

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%

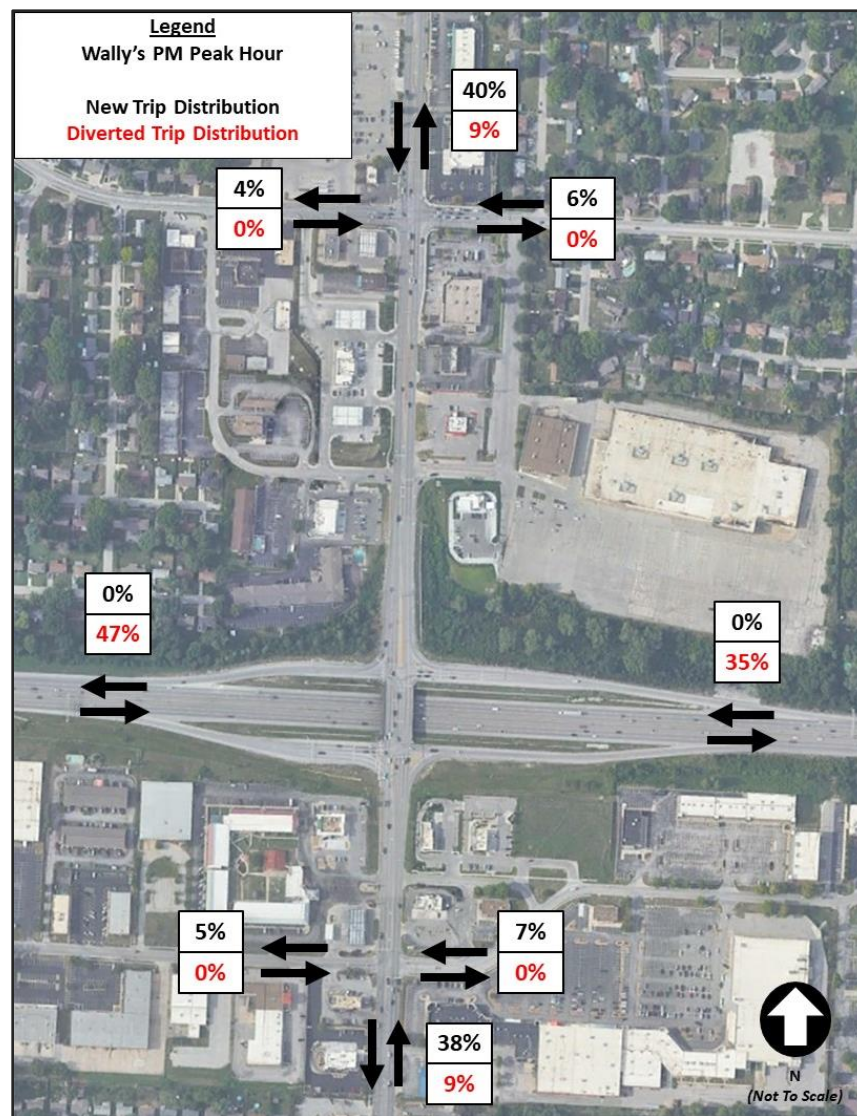
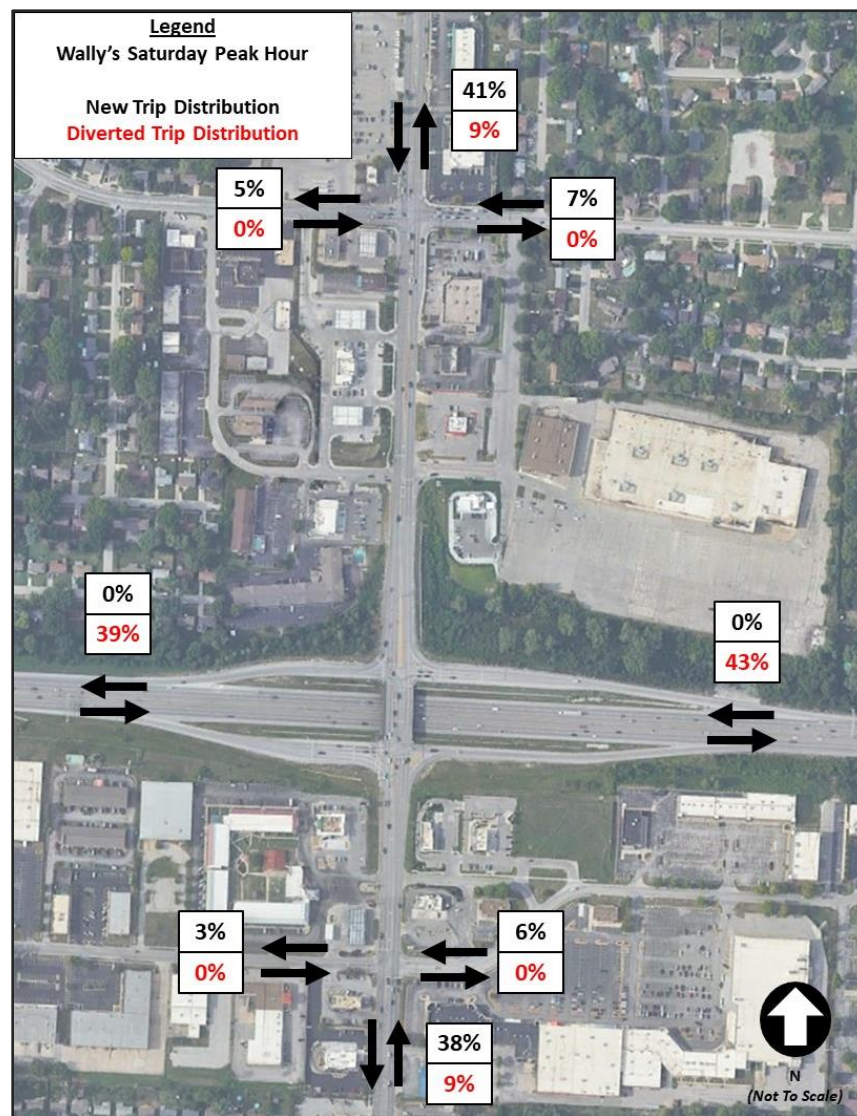
**Figure 10. Directional Distribution Percentages Applied to Proposed Wally's - Weekday PM**

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**

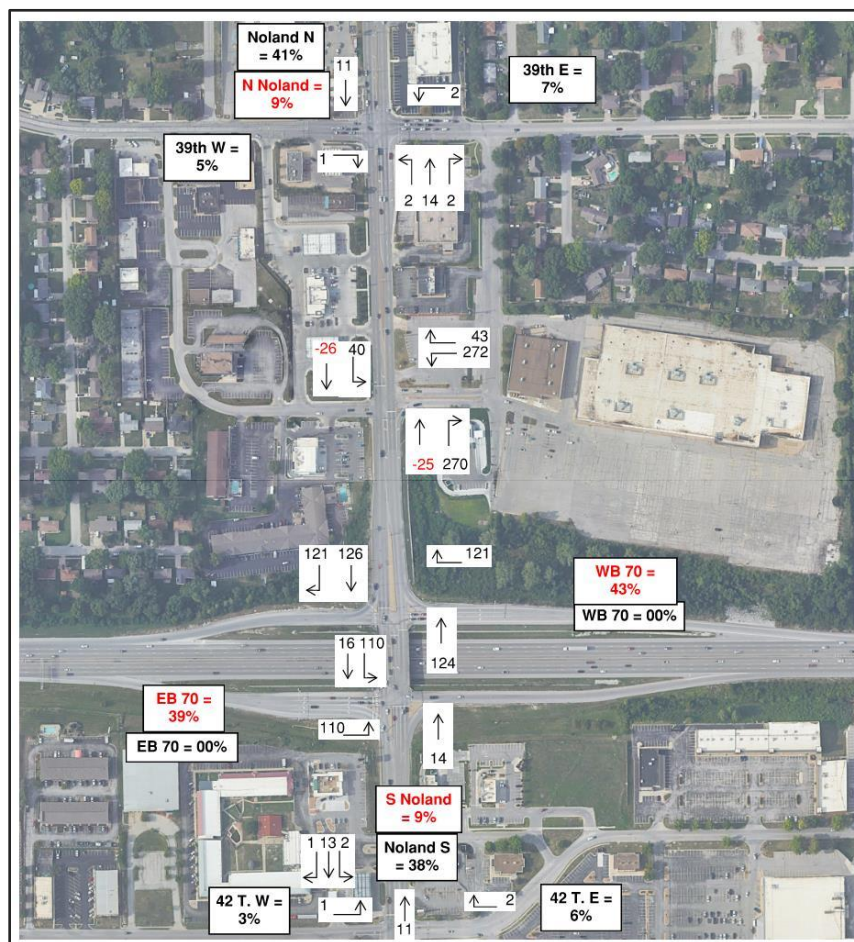


Figure 16. Wally's Site Generated Traffic – Saturday MD Peak Hour

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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- A. Detention
- B. Water Quality

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- B. Hydrograph Reports
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 - 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.

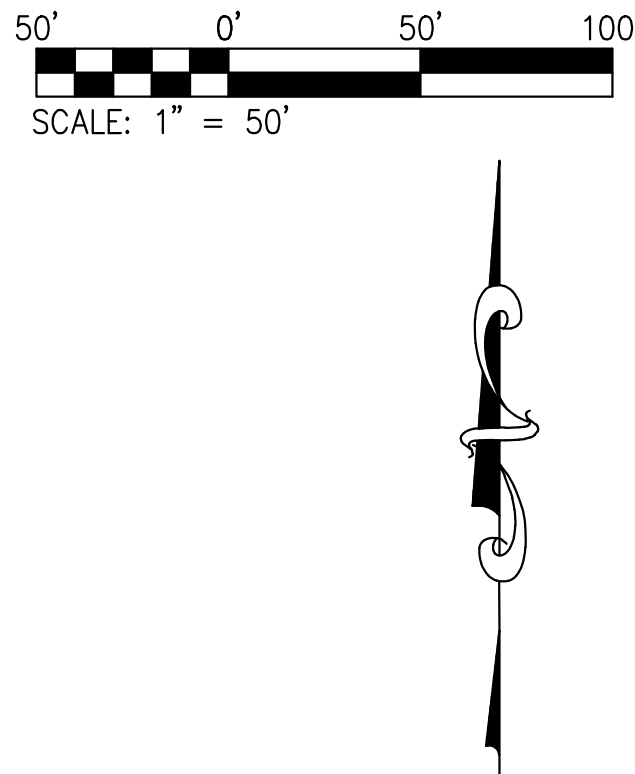
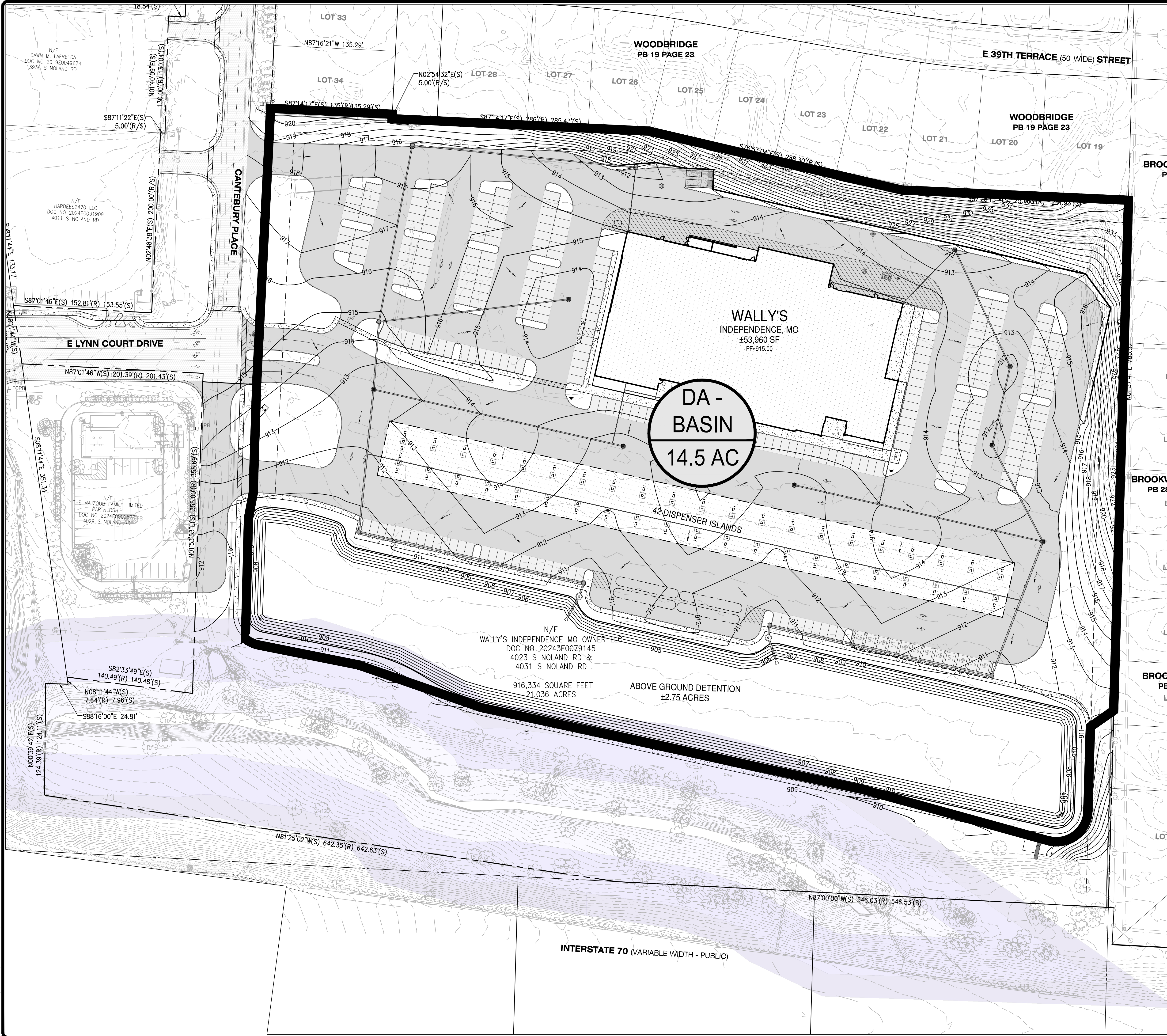
- 50% (2yr) storm peak rate $\leq$ 0.5 CFS per site acre
 - o 0.5 CFS x 14.5 acres = 7.25 CFS
- 10% (10yr) storm peak rate $\leq$ 2.0 CFS per site acre
 - o 2.0 CFS x 14.5 acres = 29.0 CFS
- 1% (100yr) storm peak rate $\leq$ 3.0 CFS per site acre
 - o 3.0 CFS x 14.5 acres = 43.5 CFS

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		DATE	NO	REVISION DESCRIPTION
THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON HEREBY CERTIFIES THAT THIS PLAN AND ALL INFORMATION THEREON WAS PREPARED BY HIMSELF OR UNDER HIS CLOSE PERSONAL SUPERVISION AND SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OF INSTRUMENTS NOT CALLED IN PART OR ENTIRELY BY THE PROFESSIONAL, BEING THE SAME, AND FOR THE PURPOSES OF THE PROVISION TO WHICH THIS CASE RELATES.				
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.				
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.coledesign.com CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE 7/65 ADA TRANSITION PLANNING Registered Professional Engineer and Land Surveyor Registration # 00231 and State Corporate Registration # 0193871 David B. Anderson, Inc. is a Missouri Corporation d.b.a. Cole Design Group, Inc. An Equal Opportunity Employer.				
DESIGN/CALC. BY LFD				
DRAWN BY MRS				
CHECKED BY ALA				
DRAWING SCALE AS SHOWN				
DATE 06/24/2025				
Job Number 24-0011				
Sheet Number EX				

APPENDIX B
Hydrograph Reports

Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Wednesday, 06 / 18 / 2025

Hyd. No. 1

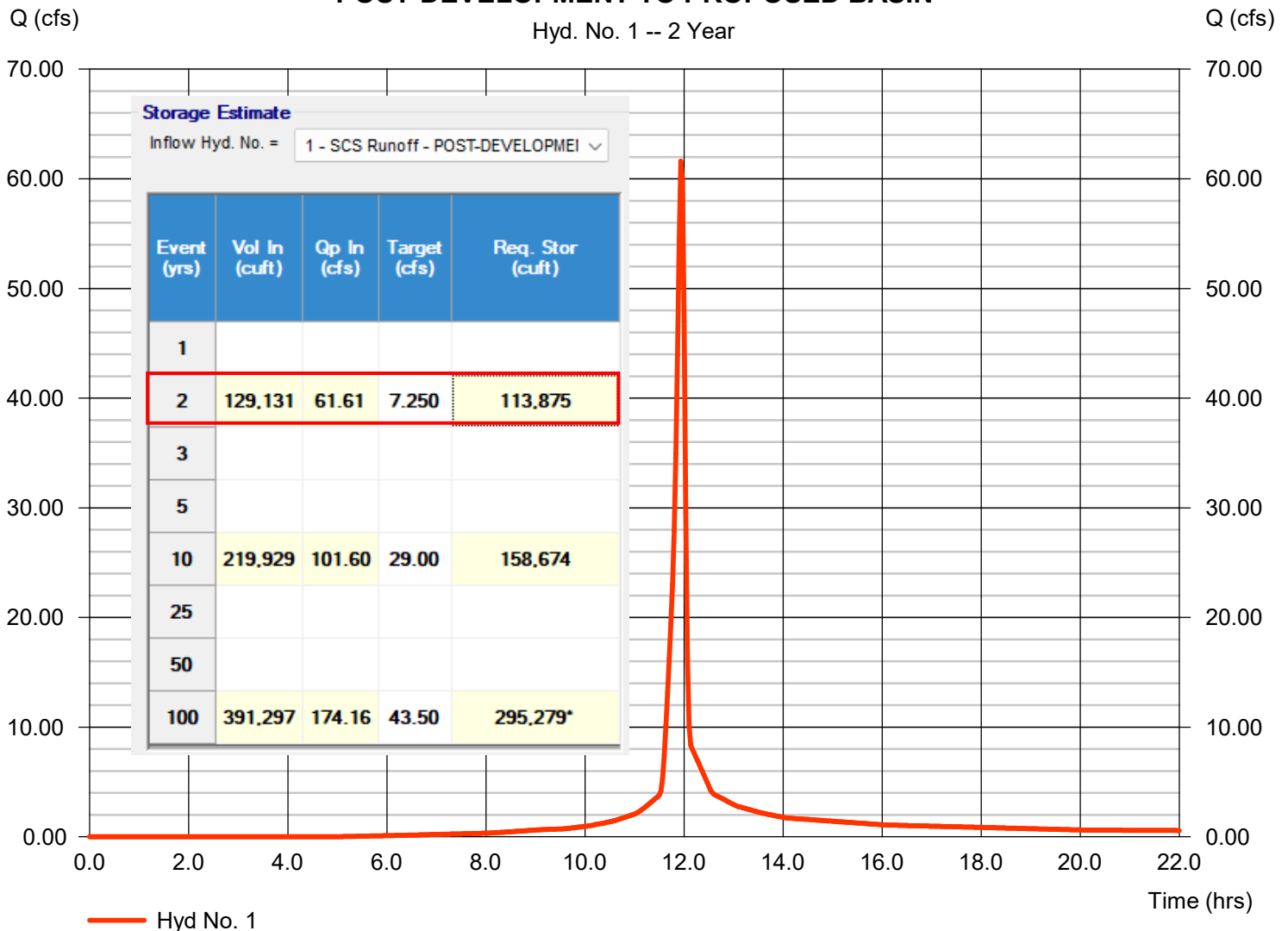
POST-DEVELOPMENT TO PROPOSED BASIN

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

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Wednesday, 06 / 18 / 2025

Hyd. No. 1

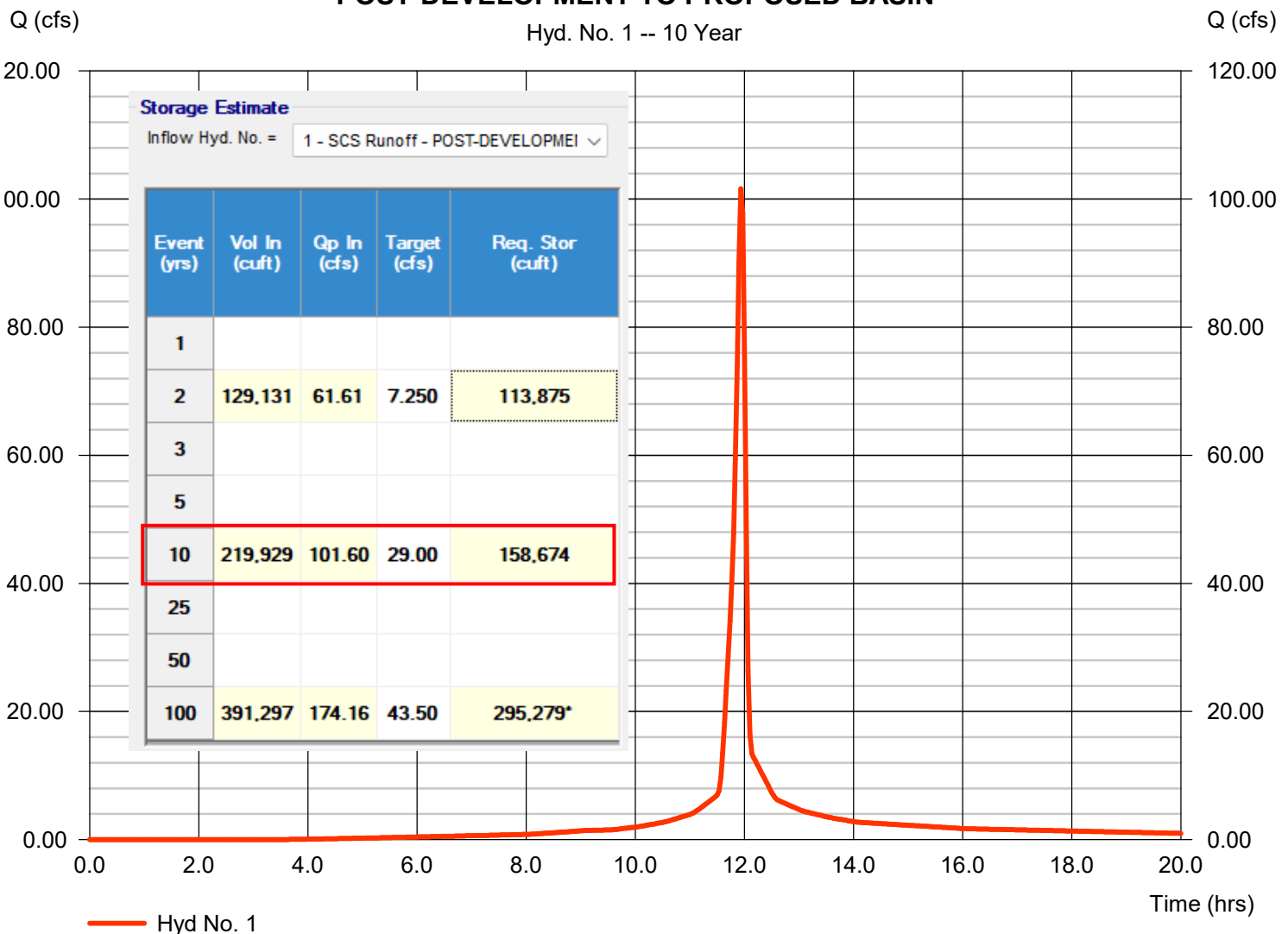
POST-DEVELOPMENT TO PROPOSED BASIN

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Storm frequency = 10 yrs
 Time interval = 2 min
 Drainage area = 14.500 ac
 Basin Slope = 0.0 %
 Tc method = User
 Total precip. = 5.60 in
 Storm duration = 24 hrs

Peak discharge = 101.60 cfs
 Time to peak = 11.93 hrs
 Hyd. volume = 219,929 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



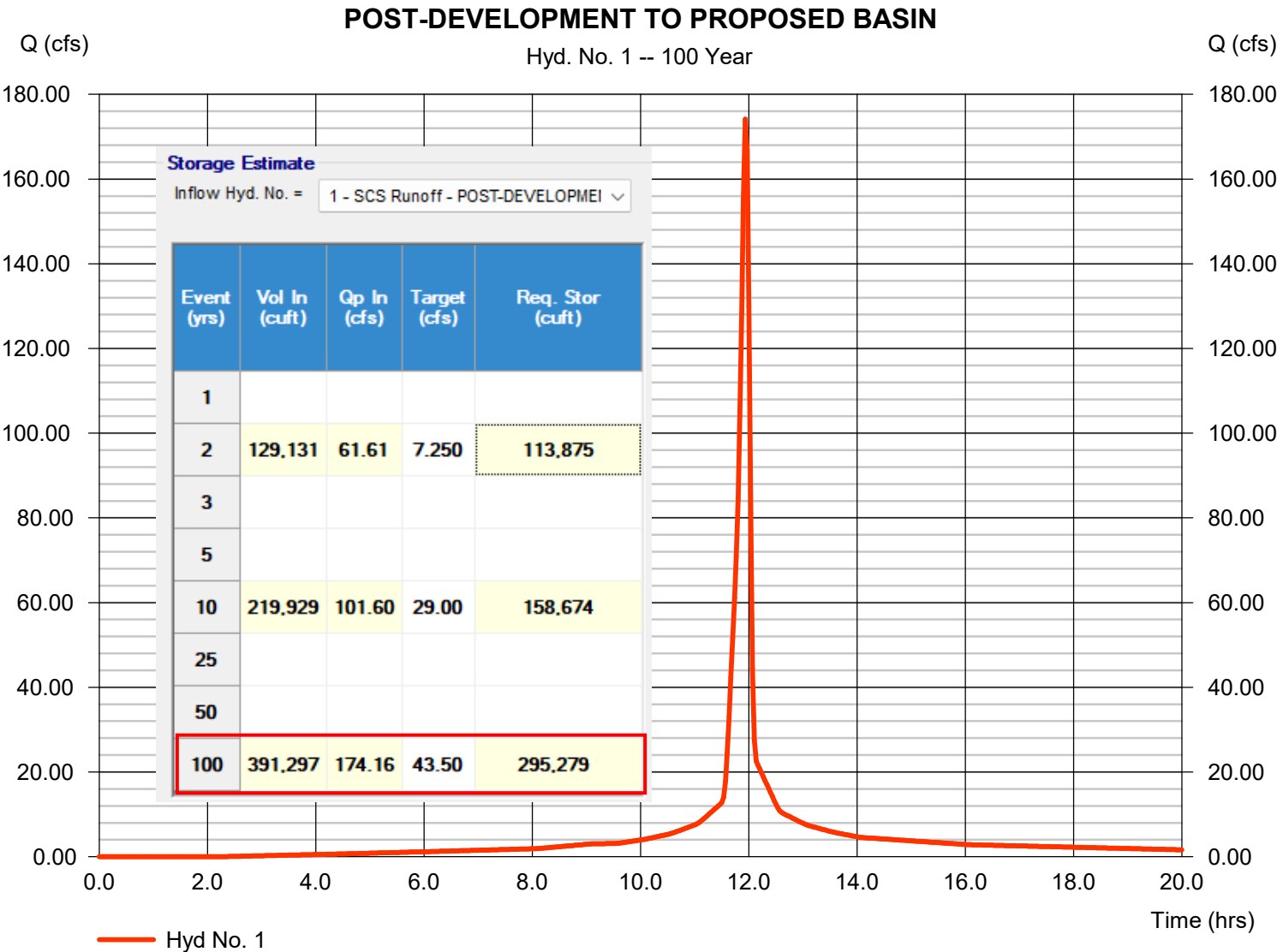
Hydrograph Report

Hyd. No. 1

POST-DEVELOPMENT TO PROPOSED BASIN

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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

* Composite (Area/CN) = [(9.300 x 98) + (5.200 x 77)] / 14.500





Preliminary Stormwater Analysis

Wally's
4023 S. Noland Road
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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.

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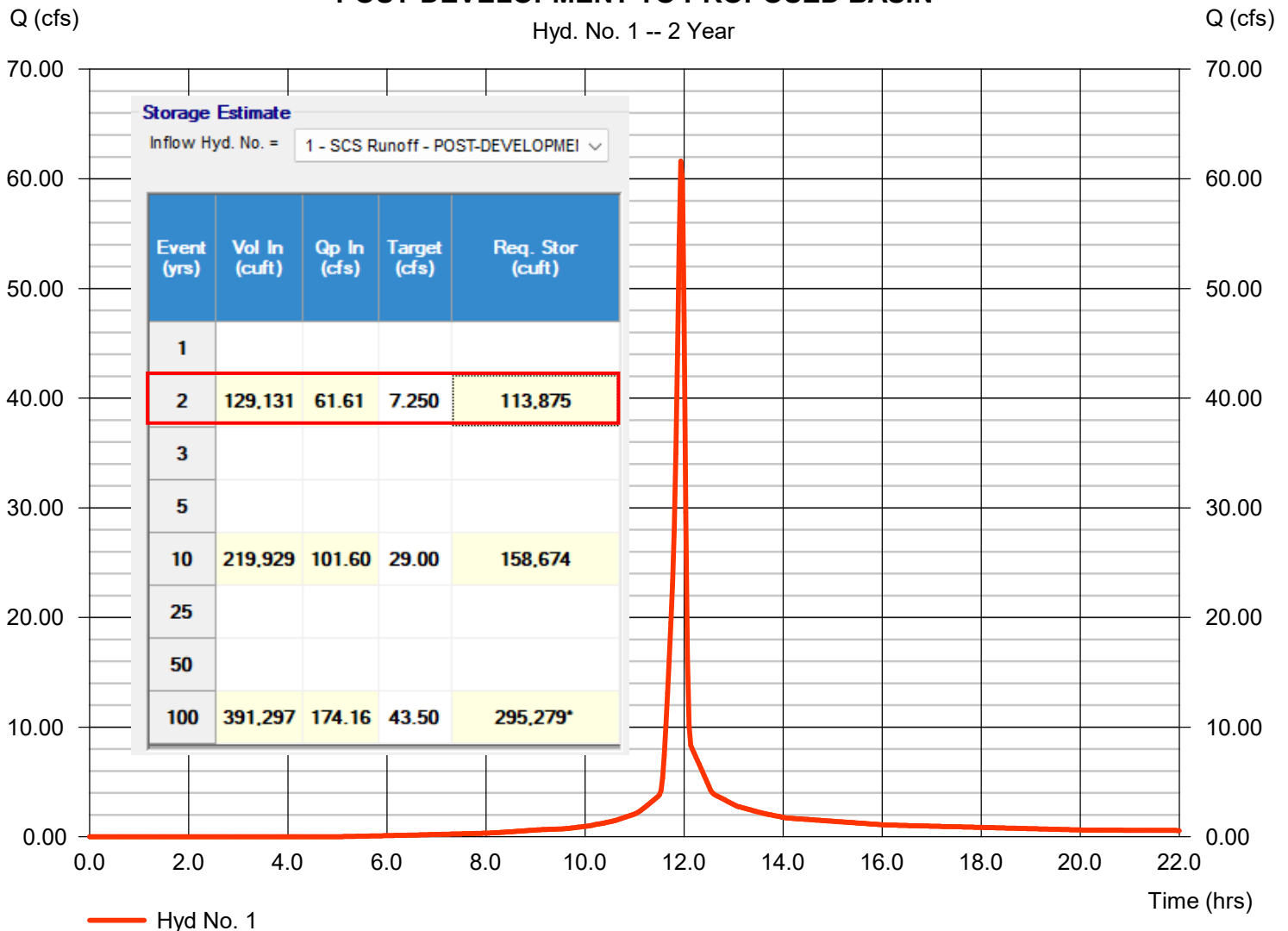
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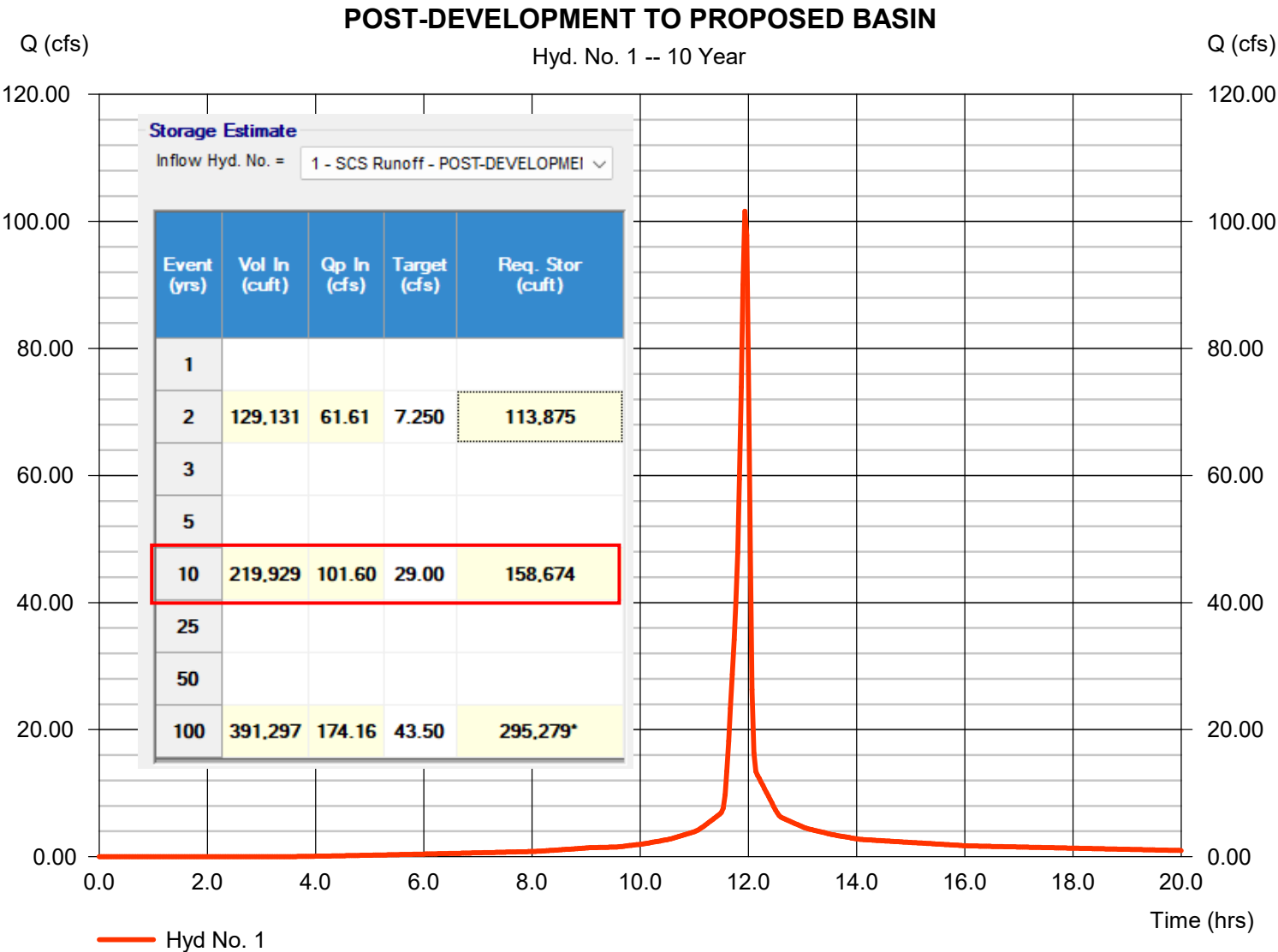
Hydrograph Report

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

* Composite (Area/CN) = [(9.300 x 98) + (5.200 x 77)] / 14.500



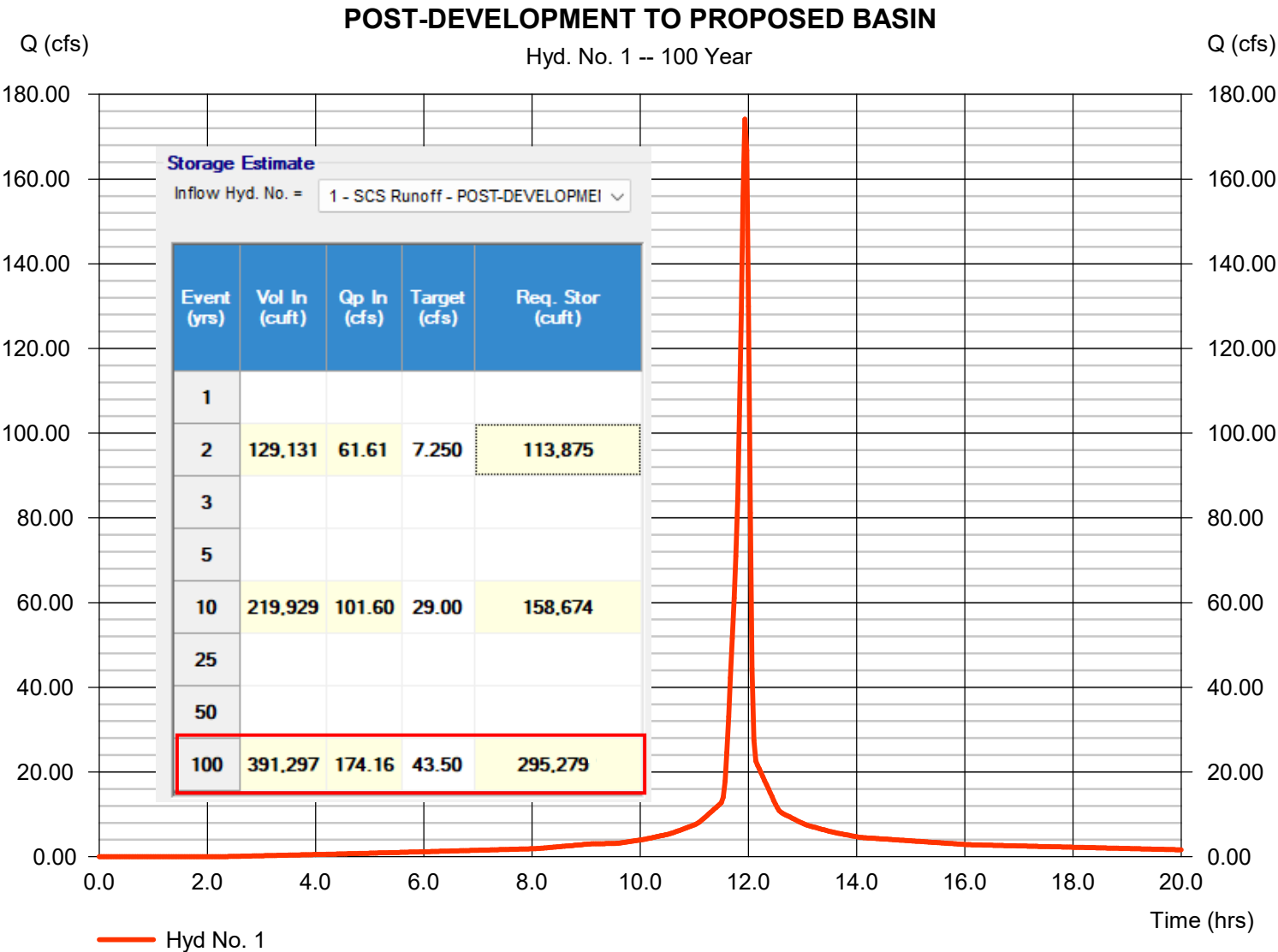
Hydrograph Report

Hyd. No. 1

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

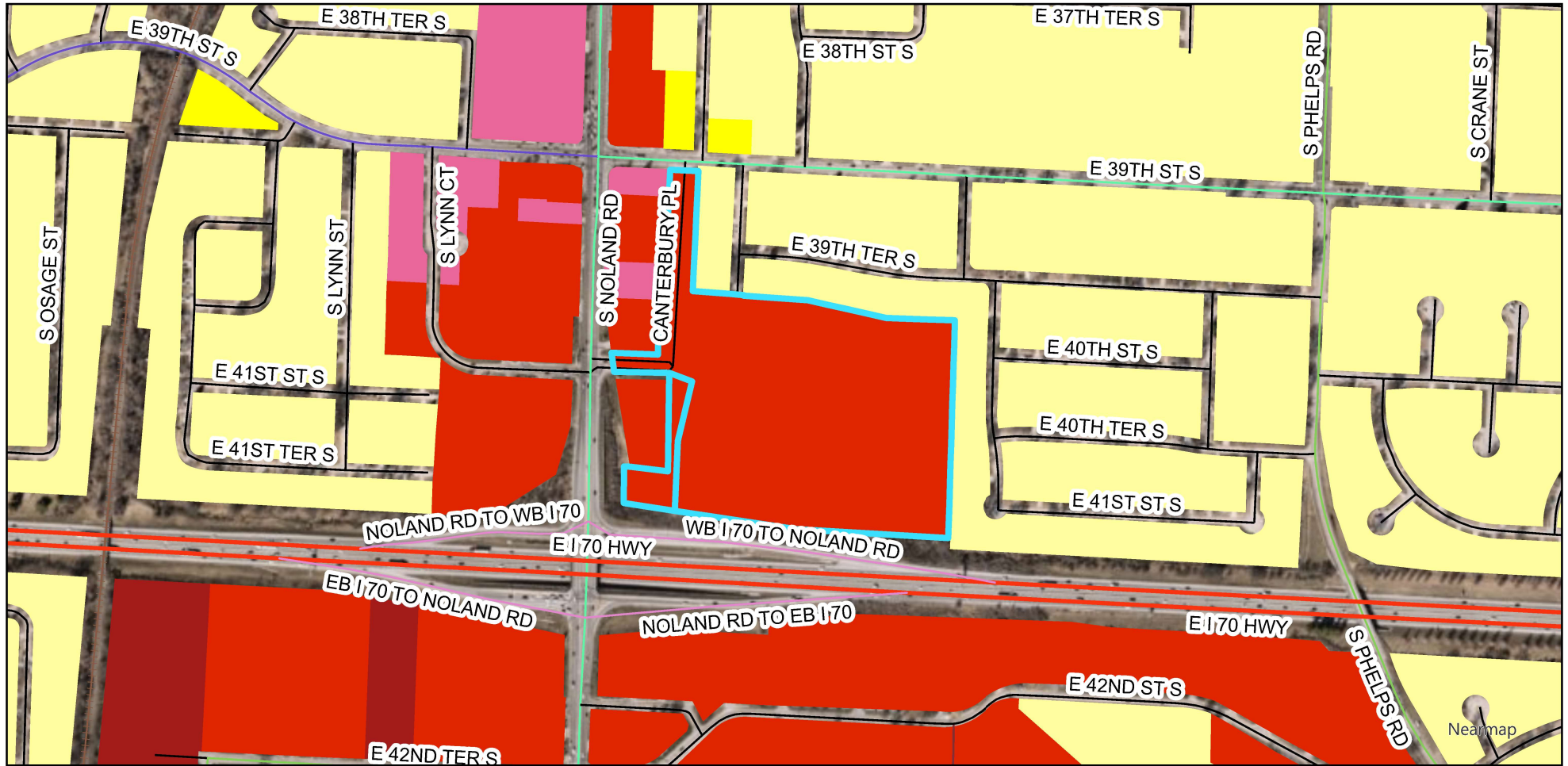
* Composite (Area/CN) = [(9.300 x 98) + (5.200 x 77)] / 14.500



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

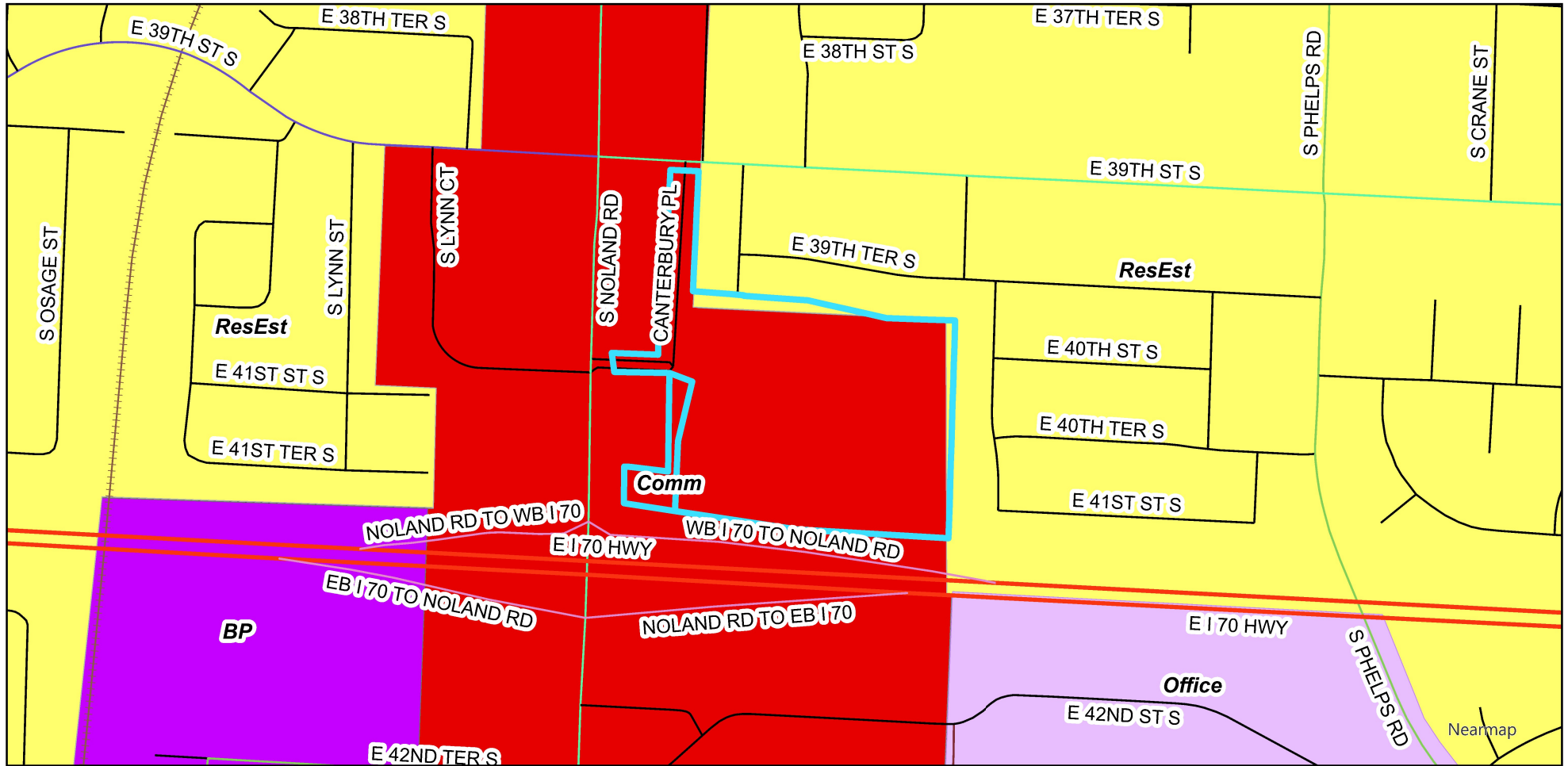
Prepared For: Planning Commission
Meeting Date: August 26, 2025



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:

25-082 **2R** An ordinance adopting the attached Schedule of Sanitary Sewer Rates, with the first change scheduled for all bills dated November 1, 2025. **2R**

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.

Regarding the two separate rate attachments; On 9/15/2025, Municipal Services introduced an ordinance adopting new sewer rates effective on 11/1/2025. At that time, only an attachment for the "Inside City Limits" sewer rates was provided (titled Rate Ordinance Table). This was an excerpt from the presentation to the Council conducted by 1898 & Co (part of Burns & McDonnell). Although the new sewer rates for Inside City Limits were correct, a couple of minor errors were on that document:

- The meter sizes were listed up to 6" not 8"
- The volume rate was listed in \$/1000 gal instead of \$/CCF

The new attachment to the ordinance (titled Complete Schedule of Sewer Rates) corrected the above errors, as well as contains a completely updated schedule of fees (not just the Inside City Limits portion). The following are the only modifications to the current schedule of fees:

- Updated rates
- Billing codes listed by meter sizes
- Exception added for septic accounts: “Applies to all accounts with the exception of accounts referenced in section 07.07.001 (A.3) of the City Code, pertaining to septic accounts not connected to the public sewer.”

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 /
---------------------------------	----------------------

REVIEWERS

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

ATTACHMENTS:

1. Amended Ordinance for Sewer Rates
2. Complete Schedule of Sewer Rates (replaces Rate Ordinance Table attachment)

3. RateOrdinanceTable
4. Independence Sewer Rate Study Presentation - 7.28.25

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

Schedule of Sanitary Sewer Rates

INSIDE CITY LIMITS

	Meter Size	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
<u>Residential - Base Service Charge</u>							
SAR, SAN, SNR	N/A	\$ 18.00	\$ 20.16	\$ 22.58	\$ 25.29	\$ 27.31	\$ 27.86
<u>Non-SIC Commercial and Industrial - Base Service Charge</u>							
SA0, SA1, SN0, SN1	5/8" - 3/4"	\$ 18.00	\$ 20.16	\$ 22.58	\$ 25.29	\$ 27.31	\$ 27.86
SA2, SN2	1"	\$ 22.86	\$ 25.60	\$ 28.67	\$ 32.11	\$ 34.68	\$ 35.37
SA3, SA4, SA5, SN3, SN4, SN5	1 1/2" - 3"	\$ 49.32	\$ 55.24	\$ 61.87	\$ 69.29	\$ 74.83	\$ 76.33
SA6, SA7, SA8, SN6, SN7, SN8	4" - 8"	\$ 208.08	\$ 233.05	\$ 261.02	\$ 292.34	\$ 315.73	\$ 322.04
<u>SIC Commercial and Industrial - Base Service Charge</u>							
SB0, SB1, SB2, SGO	5/8" - 1"	\$ 84.96	\$ 95.16	\$ 106.58	\$ 119.37	\$ 128.92	\$ 131.50
SB3, SB4, SB5	1 1/2" - 3"	\$ 111.42	\$ 124.79	\$ 139.76	\$ 156.53	\$ 169.05	\$ 172.43
SB6, SB7, SB8	4" - 8"	\$ 270.00	\$ 302.40	\$ 338.69	\$ 379.33	\$ 409.68	\$ 417.87

PRIVATE SEWER RATES

	Meter Size	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
<u>Residential - Base Service Charge</u>							
SCR	N/A	\$ 16.59	\$ 18.58	\$ 20.81	\$ 23.31	\$ 25.17	\$ 25.67
<u>Non-SIC Commercial and Industrial - Base Service Charge</u>							
SC0, SC1	5/8" - 3/4"	\$ 16.59	\$ 18.58	\$ 20.81	\$ 23.31	\$ 25.17	\$ 25.67
SC2	1"	\$ 20.01	\$ 22.41	\$ 25.10	\$ 28.11	\$ 30.36	\$ 30.97
SC3, SC4, SC5	1 1/2" - 3"	\$ 41.46	\$ 46.44	\$ 52.01	\$ 58.25	\$ 62.91	\$ 64.17
SC6, SC7, SC8	4" - 8"	\$ 169.98	\$ 190.38	\$ 213.23	\$ 238.82	\$ 257.93	\$ 263.09
<u>SIC Commercial and Industrial - Base Service Charge</u>							
SD0, SD1, SD2	5/8" - 1"	\$ 82.12	\$ 91.97	\$ 103.01	\$ 115.37	\$ 124.60	\$ 127.09
SD3, SD4, SD5	1 1/2" - 3"	\$ 103.57	\$ 116.00	\$ 129.92	\$ 145.51	\$ 157.15	\$ 160.29
SD6, SD7, SD8	4" - 8"	\$ 231.90	\$ 259.73	\$ 290.90	\$ 325.81	\$ 351.87	\$ 358.91

OUTSIDE CITY LIMITS

	Meter Size	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
<u>Residential - Base Service Charge</u>							
SER	N/A	\$ 24.89	\$ 27.87	\$ 31.22	\$ 34.97	\$ 37.76	\$ 38.51

Non-SIC Commercial and Industrial - Base Service Charge

SE0, SE1	5/8" - 3/4"	\$ 24.89	\$ 27.87	\$ 31.22	\$ 34.97	\$ 37.76	\$ 38.51
SE2	1"	\$ 30.02	\$ 33.62	\$ 37.65	\$ 42.17	\$ 45.54	\$ 46.46
SE3, SE4, SE5	1 1/2" - 3"	\$ 62.19	\$ 69.66	\$ 78.02	\$ 87.38	\$ 94.37	\$ 96.26
SE6, SE7, SE8	4" - 8"	\$ 254.97	\$ 285.57	\$ 319.85	\$ 358.23	\$ 386.90	\$ 394.64

SIC Commercial and Industrial - Base Service Charge

SF0, SF1, SF2	5/8" - 1"	\$ 123.18	\$ 137.96	\$ 154.52	\$ 173.06	\$ 186.90	\$ 190.64
SF3, SF4, SF5	1 1/2" - 3"	\$ 155.36	\$ 174.00	\$ 194.88	\$ 218.27	\$ 235.73	\$ 240.44
SF6, SF7, SF8	4" - 8"	\$ 347.85	\$ 389.60	\$ 436.35	\$ 488.72	\$ 527.81	\$ 538.37

VOLUME, SURCHARGE, AND REGULATORY COMPLIANCE FEES*

		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Volume Charge	\$/CCF	\$ 4.5345	\$ 5.0900	\$ 5.7000	\$ 6.3900	\$ 6.9000	\$ 7.0400
BOD Surcharge	\$/lb	\$ 0.87	\$ 0.98	\$ 1.10	\$ 1.23	\$ 1.33	\$ 1.36
COD Surcharge	\$/lb	\$ 0.35	\$ 0.39	\$ 0.44	\$ 0.49	\$ 0.53	\$ 0.54
TSS Surcharge	\$/lb	\$ 0.31	\$ 0.35	\$ 0.39	\$ 0.44	\$ 0.48	\$ 0.49
Regulatory Compliance		\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00

*Applies to all accounts with the exception of accounts referenced in section 07.07.001 (A.3) of the City Code, pertaining to septic accounts not connected to the public sewer system. These accounts will be charged a base rate and regulatory fee according to the code, but no volume charges will be assessed upon approval of the sanitary sewer maintenance division. Proof may be required to be submitted by the customer.

OUTSIDE CITY RATES

Rates for all sanitary sewer customers whose property is situated outside the City limits shall be 1.5 times the appropriate base rate for private sewers. These rates shall apply to all owners and occupants of each lot, parcel of real estate or building which is connected to the City of Independence sanitary sewer system or which discharges wastewater of any type, either directly or indirectly into the wastewater treatment system, but who are situated outside of the City limits. These charges shall not be applicable where arrangements for sanitary sewer service and sewer service charges are established by existing for future intergovernmental contracts approved by the City Council.

SOCIAL SECURITY DISCOUNT

There shall be a discount for residential customers receiving Social Security benefit payments, or evidence of other similar retirement benefits at age 62 or above, and who have sewer usage of 1, 2, 3 or 4 hundred cubic feet (ccf) per month. The discount shall be applied to the base charge of the bill. The discount shall be \$1.00 per month from the stated base rate.

The outside City residential customers shall also be eligible for this discount after the 1.5 factor has been applied to the residential private sewer rate.

It shall be the responsibility of the customer to provide proof of qualification for such benefits.

ANNUAL INCREASE

This schedule includes an annual increase beginning in 2031 tied to the federal government's published consumer price index.

TABLE OF SIC CODES FOR HIGHER BASE RATE**

CODE	DESCRIPTION		CODE	DESCRIPTION
0742	Veterinary Services		4311	US Postal Service
0752	Animal Specialty Services		4911	Electrical Services
2011	Meat Packing Plants		4925	Natural Gas Distribution
2038	Frozen Specialties		4953	Refuse Systems
2082	Malt Beverages		4971	Water Distribution Systems
2099	Food Preparations, NEC		5461	Bakeries
2711	Newspapers		5511	Motor Vehicle Dealers - with service
2759	Commercial Printing		5541	Gasoline Service Stations
2813	Industrial Gasses		5812	Restaurants
2821	Plastic Materials and Resins		7011	Hotels & Motels
2873	Nitrogenous Fertilizers		7033	Trailer Parks
3079	Misc. Plastic Products		7211	Power Laundries
3089	Plastic Products, NEC		7215	Coin-Operated Laundries
3272	Concrete Products		7216	Drycleaning Plants
3312	Blast Furnaces & Steel Mills		7261	Funeral Service & Crematories
3325	Steel Foundries		7342	Pest Control Services
3363	Aluminum Die-Castings		7384	Photofinishing Labs
3364	Nonferrous Foundries		7532	Body Repair & Paint Shops
3423	Hand & Edge Tools		7533	Exhaust System Repair Shops
3441	Fabricated Structural Metal		7536	Auto Glass Replacement Shops
3444	Sheet Metal Work		7537	Auto Transmission Repair Shops
3469	Metal Stampings		7538	General Automotive Repair Shops
3471	Metal Services		7539	Automotive Repair Shops, NEC
3479	Metal Coating & Allied Services		7542	Car Washes
3523	Farm Machinery & Equipment		7549	Automotive Services, NEC
3589	Service Industry Machinery		7694	Armature Rewinding Shops
3599	Industrial Machinery		7992	Public Golf Courses
3621	Motors & Generators		8051	Skilled Nursing Care Facilities
3679	Electrical Components, NEC		8062	General Medical & Surgical Hospitals
3713	Truck & Bus Bodies		8071	Medical Laboratories
4121	Taxicabs		8072	Dental Laboratories
4151	School Buses		8211	Elementary & Secondary Schools
4212	Local Trucking		8249	Vocational Schools

** Standard Industrial Classification per the 1987 Standard Industrial Classification Manual of the United States Office of Management and Budget

SIC CODES SUBJECT TO SURCHARGE AND POLLUTANT CONCENTRATIONS				
SIC CODE	CLASSIFICATION	POLLUTANT CONCENTRATION (MG/L)		
		TSS	COD	BOD
0241	0241 - DAIRIES, DAIRY BARNS, STABLES	323	2688	1510
1799	1799 - STEAM CLEANING: COMM. & INDUS.	1164	2246	1262
2011	2011 - MEAT PACKING PLANTS	740	2056	1155
2013	2013 - SAUSAGES AND OTHER PREPARED MEAT PRODUCTS	740	2056	1155
2015	2015 - POULTRY SLAUGHTERING & PROCESSING	740	2056	1155
2017	2017 - FOOD PROCESSING, EGGS (NOT A VALID SIC CODE - ENTERED TO ALLOW A DIFFERENT SURCHARGE)	1453	3939	2213
2021	2021 - CREAMERY BUTTER	323	2688	1510
2022	2022 - NATURAL, PROCESSED, AND IMITATION CHEESE	323	2688	1510
2023	2023 - DRY, CONDENSED, AND EVAPORATED DAIRY PRODUCTS	323	2688	1510
2024	2024 - ICE CREAM AND FROZEN DESSERTS	323	2688	1510
2026	2026 - FLUID MILK	323	2688	2213
2032	2032 - CANNED SPECIALTIES	1453	3939	2213
2033	2033 - CANNED FRUITS, VEGETABLES, PRESERVES, JAMS, AND JELLIES	1453	3939	2213
2034	2034 - DRIED AND DEHYDRATED FRUITS, VEGETABLES, AND SOUP MIXES	1453	3939	2213
2035	2035 - PICKLED FRUITS AND VEGETABLES, VEGETABLE SAUCES AND SEASONINGS, AND SALAD DRESSINGS	1453	3939	2213
2036	2036 - CITRUS FRUIT - (NOT A VALID SIC CODE - ENTERED TO ALLOW A DIFFERENT SURCHARGE)	2327	6614	3716
2037	2037 - FROZEN FRUITS, FRUIT JUICES, AND VEGETABLES	1453	3939	2213
2051	2051 - BREAD AND OTHER BAKERY PRODUCTS, EXCEPT COOKIES AND CRACKERS	2538	5377	3021
2052	2052 - COOKIES AND CRACKERS	2538	5377	3021
2053	2053 - FROZEN BAKERY PRODUCTS, EXCEPT BREAD	2538	5377	3021
2064	2064 - CANDY AND OTHER CONFECTIONERY PRODUCTS	2538	5377	3021
2066	2066 - CHOCOLATE AND COCOA PRODUCTS	1453	3939	2213
2067	2067 - CHEWING GUM	2538	5377	3021
2074	2074 - COTTONSEED OIL MILLS	1453	3939	2213
2076	2076 - VEGETABLE OIL MILLS, EXCEPT CORN, COTTONSEED, AND SOYBEAN	1453	3939	2213
2079	2079 - SHORTENING, TABLE OILS, MARGARINE, AND OTHER EDIBLE FATS AND OILS, NOT ELSEWHERE CLASSIFIED	1453	3939	2213
2082	2082 - MALT BEVERAGES	130	963	541
2084	2084 - WINES, BRANDY, AND BRANDY SPIRITS	130	963	541
2085	2085 - DISTILLED AND BLENDED LIQUORS	130	963	541
2086	2086 - BOTTLED AND CANNED SOFT DRINKS AND CARBONATED WATERS	130	963	541
2087	2087 - FLAVORING EXTRACTS AND FLAVORING SYRUPS, NOT ELSEWHERE CLASSIFIED	130	963	541
2091	2091 - CANNED AND CURED FISH AND SEAFOODS	1453	3939	2213

2092	2092 - PREPARED FRESH OR FROZEN FISH AND SEAFOODS	1453	3939	2213
2099	2099 - FOOD PREPARATIONS, NOT ELSEWHERE CLASSIFIED	1453	3939	2213
2211	2211 - BROADWOVEN FABRIC MILLS, COTTON	119	1276	717
2221	2221 - BROADWOVEN FABRIC MILLS, MANMADE FIBER AND SILK	119	1276	717
2231	2231 - BROADWOVEN FABRIC MILLS, WOOL (INCLUDING DYEING AND FINISHING)	119	1276	717
2241	2241 - NARROW FABRIC AND OTHER SMALLWARE MILLS: COTTON, WOOL, SILK AND MANMADE FIBER	119	1276	717
2251	2251 - WOMEN'S FULL-LENGTH AND KNEE-LENGTH HOSIERY, EXCEPT SOCKS	119	1276	717
2252	2252 - HOSIERY, NOT ELSEWHERE CLASSIFIED	119	1276	717
2253	2253 - KNIT OUTERWEAR MILLS	119	1276	717
2254	2254 - KNIT UNDERWEAR AND NIGHTWEAR MILLS	119	1276	717
2257	2257 - WEFT KNIT FABRIC MILLS	119	1276	717
2258	2258 - LACE AND WARP KNIT FABRIC MILLS	119	1276	717
2259	2259 - KNITTING MILLS, NOT ELSEWHERE CLASSIFIED	119	1276	717
2262	2262 - FINISHERS OF BROADWOVEN FABRICS OF MANMADE FIBER AND SILK	1134	2332	1310
2269	2269 - FINISHERS OF TEXTILES, NOT ELSEWHERE CLASSIFIED	1134	2332	1310
2273	2273 - CARPETS & RUGS (DYEING)	617	272	153
2281	2281 - YARNS AND SPINNING MILLS	119	1276	717
2282	2282 - YARN TEXTURIZING, THROWING, TWISTING, AND WINDING MILLS	119	1276	717
2284	2284 - THREAD MILLS	119	1276	717
2295	2295 - COATED FABRICS, NOT RUBBERIZED	119	1276	717
2296	2296 - TIRE CORD AND FABRICS	119	1276	717
2297	2297 - NON-WOVEN FABRICS	119	1276	717
2298	2298 - CORDAGE AND TWINE	119	1276	717
2299	2299 - TEXTILE GOODS, NOT ELSEWHERE CLASSIFIED	119	1276	717
2396	2396 - AUTOMOTIVE TRIM, APPAREL FINDINGS, AND RELATED PRODUCTS	1134	2332	1310
2611	2611 - PULP MILLS	493	1203	676
2621	2621 - PAPER MILLS	493	1203	676
2631	2631 - PAPERBOARD MILLS	493	1203	676
2671	2671 - PACKAGING PAPER AND PLASTICS FILM, COATED AND LAMINATED	493	1203	676
2672	2672 - COATED AND LAMINATED PAPER, NOT ELSEWHERE CLASSIFIED	493	1203	676
2673	2673 - PLASTICS, FOIL, AND COATED PAPER BAGS	493	1203	676
2675	2675 - DIE-CUT PAPER AND PAPERBOARD AND CARDBOARD	493	1203	676
2676	2676 - SANITARY PAPER PRODUCTS	493	1203	676
2679	2679 - CONVERTED PAPER AND PAPERBOARD PRODUCTS, NOT ELSEWHERE CLASSIFIED	493	1203	676
2759	2759 - COMMERCIAL PRINTING, NOT ELSEWHERE CLASSIFIED	394	1543	867
2782	2782 - BLANKBOOKS, LOOSELEAF BINDERS, AND DEVICES	493	1203	676
2796	2796 - PLATEMAKING AND RELATED SERVICES	394	1543	298
2812	2812 - ALKALIES AND CHLORINE	599	530	298
2813	2813 - INDUSTRIAL GASES	599	530	298

2816	2816 - INORGANIC PIGMENTS	599	530	298
2819	2819 - INDUSTRIAL INORGANIC CHEMICALS, NOT ELSEWHERE CLASSIFIED	599	530	298
2822	2822 - SYNTHETIC RUBBER (VULCANIZABLE ELASTOMERS)	312	142	80
2823	2823 - CELLULOSIC MANMADE FIBER	119	1276	717
2824	2824 - MANMADE ORGANIC FIBERS, EXCEPT CELLULOSIC	119	1276	717
2833	2833 - MEDICINAL CHEMICALS AND BOTANICAL PRODUCTS	599	530	298
2842	2842 - SPECIALTY CLEANING, POLISHING, AND SANITATION PREPARATIONS	272	217	122
2844	2844 - PERFUMES, COSMETICS, AND OTHER TOILET PREPARATIONS	443	2730	1534
2851	2851 - PAINT, VARNISHES, LACQUERS, ENAMELS AND ALLIED PRODUCTS	1134	2332	1310
2861	2861 - GUM AND WOOD CHEMICALS	599	530	298
2865	2865 - CYCLIC ORGANIC CRUDES AND INTERMEDIATES, AND ORGANIC DYES AND PIGMENTS	599	530	298
2869	2869 - INDUSTRIAL ORGANIC CHEMICALS, NOT ELSEWHERE CLASSIFIED	599	530	298
2879	2879 - PESTICIDES AND AGRICULTURAL CHEMICALS, NOT ELSEWHERE CLASSIFIED	599	530	298
2891	2891 - ADHESIVES AND SEALANTS	272	217	122
2899	2899 - CHEMICALS AND CHEMICAL PREPARATIONS, NOT ELSEWHERE CLASSIFIED	599	530	298
2911	2911 - PETROLEUM REFINING	487	208	117
2951	2951 - ASPHALT PAVING MIXTURES AND BLOCKS	487	208	117
2952	2952 - ASPHALT FELTS AND COATINGS	487	208	117
2999	2999 - PRODUCTS OF PETROLEUM AND COAL, NOT ELSEWHERE CLASSIFIED	272	217	122
3011	3011 - TIRES AND INNER TUBES	312	142	80
3021	3021 - RUBBER AND PLASTICS FOOTWEAR	312	142	80
3052	3052 - RUBBER AND PLASTICS HOSE AND BELTING	312	142	80
3053	3053 - GASKETS, PACKING, AND SEALING DEVICES	312	142	80
3061	3061 - MOLDED, EXTRUDED, AND LATHE-CUT MECHANICAL RUBBER GOODS	312	142	80
3069	3069 - FABRICATED RUBBER PRODUCTS, NOT ELSEWHERE CLASSIFIED	312	142	80
3231	3231 - GLASS PRODUCTS, MADE OF PURCHASED GLASS	757	566	318
3251	3251 - BRICK AND STRUCTURAL CLAY TILE	487	208	117
3253	3253 - CERAMIC WALL AND FLOOR TILE	487	208	117
3255	3255 - CLAY REFRACTORIES	487	208	117
3259	3259 - STRUCTURAL CLAY PRODUCTS, NOT ELSEWHERE CLASSIFIED	487	208	117
3269	3269 - POTTERY PRODUCTS, NOT ELSEWHERE CLASSIFIED	487	208	117
3271	3271 - CONCRETE BLOCK AND BRICK	487	208	117
3272	3272 - CONCRETE PRODUCTS, EXCEPT BLOCK AND BRICK	487	208	117
3273	3273 - READY-MIXED CONCRETE	487	208	117
3295	3295 - MINERALS AND EARTHS, GROUND OR OTHERWISE TREATED	757	566	318
3321	3321 - GRAY AND DUCTILE IRON FOUNDRIES	487	208	117
3322	3322 - MALLEABLE IRON FOUNDRIES	487	208	117

3324	3324 - STEEL INVESTMENT FOUNDRIES	487	208	117
3325	3325 - STEEL FOUNDRIES, NOT ELSEWHERE CLASSIFIED	487	208	117
3363	3363 - ALUMINUM DIE-CASTINGS	487	208	117
3364	3364 - NONFERROUS DIE-CASTINGS, EXCEPT ALUMINUM	487	208	117
3365	3365 - ALUMINUM FOUNDRIES	487	208	117
3366	3366 - COPPER FOUNDRIES	487	208	117
3369	3369 - NONFERROUS FOUNDRIES, EXCEPT ALUMINUM OR COPPER	487	208	117
3479	3479 - COATING, ENGRAVING, AND ALLIED SERVICES, NOT ELSEWHERE CLASSIFIED	394	1543	867
3523	3523 - FARM MACHINERY & EQUIPMENT	1164	2246	1262
3524	3524 - LAWN AND GARDEN TRACTORS AND HOME LAWN AND GARDEN EQUIPMENT	1164	2246	1262
3531	3531 - CONSTRUCTION MACHINERY AND EQUIPMENT	1164	2246	1262
3537	3537 - INDUS TRUCKS, TRACTORS, TRAILERS, AND STACKERS	1164	2246	1262
3711	3711 - MOTOR VEHICLES AND PASSENGER CAR BODIES	1164	2246	1262
3713	3713 - TRUCK AND BUS BODIES	1164	2246	1262
3714	3714 - MOTOR VEHICLE PARTS AND ACCESSORIES	1164	2246	1262
3715	3715 - TRUCK TRAILERS	1164	2246	1262
3716	3716 - MOTOR HOMES	1164	2246	1262
3721	3721 - AIRCRAFT	331	2462	1383
3724	3724 - AIRCRAFT ENGINES AND ENGINE PARTS	331	2462	1383
3728	3728 - AIRCRAFT PARTS AND AUXILIARY EQUIPMENT, NOT ELSEWHERE CLASSIFIED	331	2462	1383
3731	3731 - SHIP BUILDING AND REPAIRING	1164	2246	1262
3732	3732 - BOAT BUILDING AND REPAIRING	1164	2246	1262
3743	3743 - RAILROAD EQUIPMENT	1164	2246	1262
3792	3792 - TRAVEL TRAILERS AND CAMPERS	1164	2246	1262
3827	3827 - OPTICAL INSTRUMENTS AND LENSES	757	566	318
3843	3843 - DENTAL EQUIP AND SUPPLIES	272	217	122
3952	3952 - LEAD PENCILS, CRAYONS, AND ARTISTS' MATERIALS	272	217	122
4493	4493 - MARINAS	1164	2246	1262
4499	4499 - WATER TRANSPORTATION SERVICES, NOT ELSEWHERE CLASSIFIED	1164	2246	1262
4581	4581 - AIRPORTS, FLYING FIELDS, AND AIRPORT TERMINAL SERVICES	331	2462	1383
4741	4741 - RENTAL OF RAILROAD CARS	1164	2246	1262
4789	4789 - TRANSPORTATION SERVICES, NOT ELSEWHERE CLASSIFIED	1164	2246	1262
5441	5441 - CANDY, NUT, AND CONFECTIONERY STORES	2538	5377	3021
5461	5461 - RETAIL BAKERIES	2538	5377	3021
5511	5511 - MOTOR VEHICLE DEALERS (NEW AND USED)	1164	2246	1262
5541	5541 - GASOLINE SERVICE STATIONS	1176	3474	1952
5812	5812 - EATING PLACES	429	1997	1122
7211	7211 - POWER LAUNDRIES, FAMILY AND COMMERCIAL	368	979	550
7213	7213 - LINEN SUPPLY	368	979	550
7217	7217 - CARPET AND UPHOLSTERY CLEANING	617	272	153

7218	7218 - INDUSTRIAL LAUNDERERS	660	1025	576
7219	7219 - LAUNDRY & GARMENT SERVICES, NOT ELSEWHERE CLASSIFIED	368	979	550
7532	7532 - TOP, BODY, AND UPHOLSTERY REPAIR SHOPS AND PAINT SHOPS	1164	2246	1262
7533	7533 - AUTOMOTIVE EXHAUST SYSTEM REPAIR SHOPS	1164	2246	1262
7534	7534 - TIRE RETREADING AND REPAIR SHOPS	312	142	80
7535	7535 - PAINT SPRAY BOOTHS (NOT A VALID SIC CODE - USED TO CHARGE SIC CODE DIFFERENTLY)	1134	2332	1310
7536	7536 - AUTOMOTIVE GLASS REPLACEMENT SHOPS	1164	2246	1262
7537	7537 - AUTOMOTIVE TRANSMISSION REPAIR SHOPS	1164	2246	1262
7538	7538 - GENERAL AUTOMOTIVE REPAIR SHOPS	1164	2246	1262
7539	7539 - AUTO REPAIR SHOPS, NOT ELSEWHERE CLASSIFIED	1164	2246	1262
7542	7542 - CARWASHES	283	448	252
7549	7549 - AUTOMOTIVE SERVICES, EXCEPT REPAIR AND CARWASHES	1164	2246	1262
8071	8071 - MEDICAL LABORATORIES	151	603	339
8072	8072 - DENTAL LABORATORIES	373	132	74
8731	8731 - COMMERCIAL PHYSICAL AND BIOLOGICAL RESEARCH	114	534	298
8734	8734 - TESTING LABORATORIES	114	534	298
8735	8735 - PHARMACEUTICAL LAB (NOT A VALID SIC CODE - ENTERED TO ALLOW A DIFFERENT SURCHARGE)	101	448	252

Existing and Proposed Sewer Rates (Inside City)

Line No.	Description	Existing		Proposed									
		2025		2026		2027		2028		2029		2030	
	<u>INSIDE CITY</u>												
	Service Charge												
1	Residential	\$	18.00	\$	20.16	\$	22.58	\$	25.29	\$	27.31	\$	27.86
	<u>Non-SIC C&I</u>												
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
	<u>SIC C&I</u>												
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	

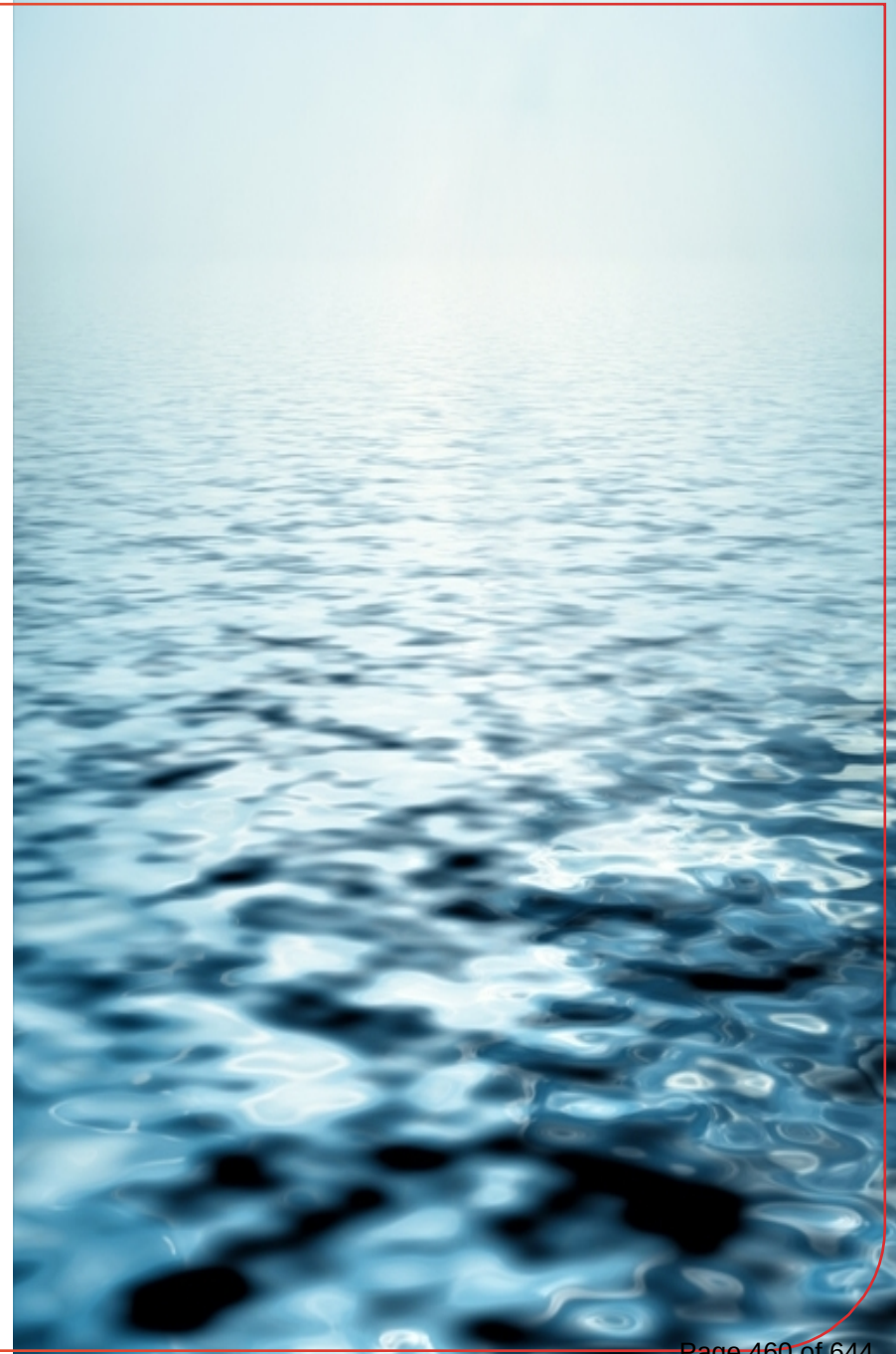
This schedule includes an annual increase beginning in 2031 tied to the federal government's published consumer price index.

Sewer Rate Study Briefing



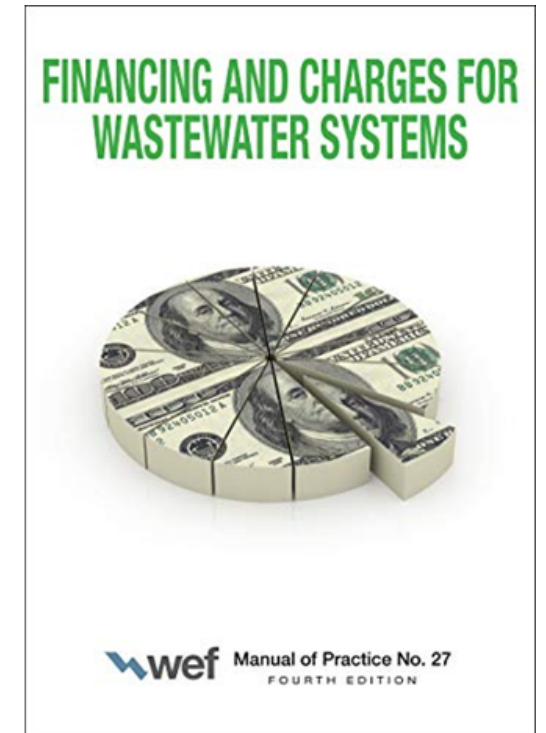
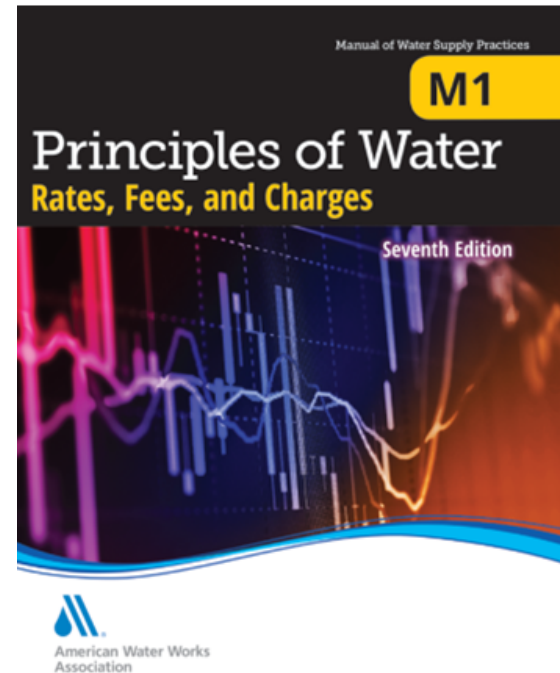
City of Independence, MO

7/28/2025



Agenda

- Industry trends & background
- Rate study process & findings
- Questions / Answers



Industry Trends & Background

National Trends in Household Sewer Costs

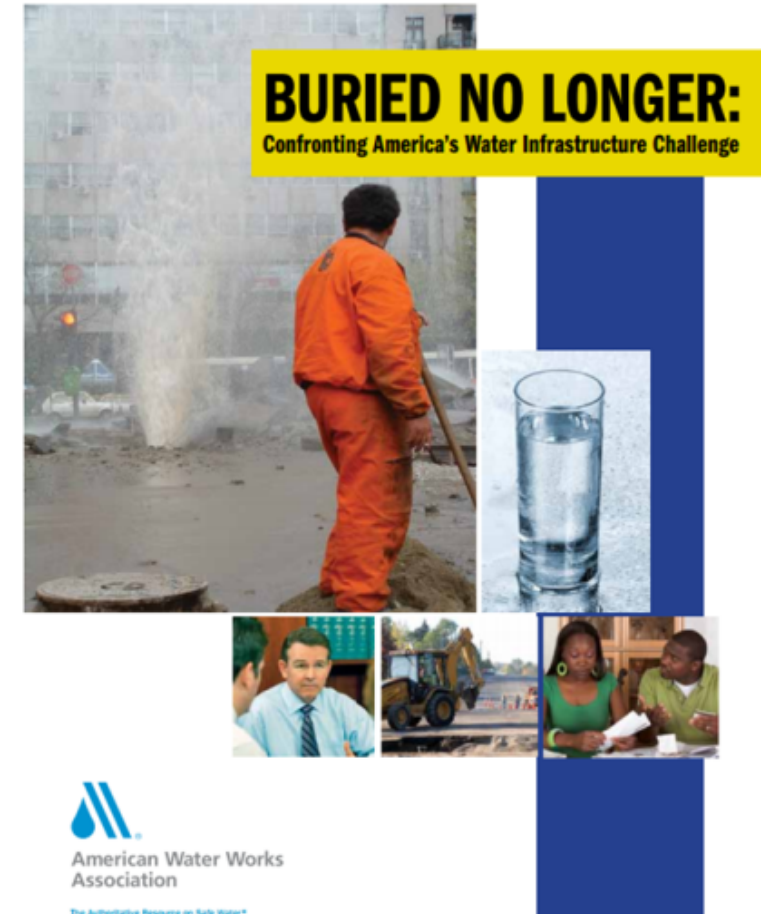


Survey or Publication	Period	Historical Increase per Year
Water and Sewer Index, BLS	2000 - 2023	4.7%
NACWA Cost of Clean Water	1986-2023	4.6%
AWWA Rate Survey - Sewer	1996 - 2018	5.6%
CPI-U - General Inflation	2000 - 2023	2.5%

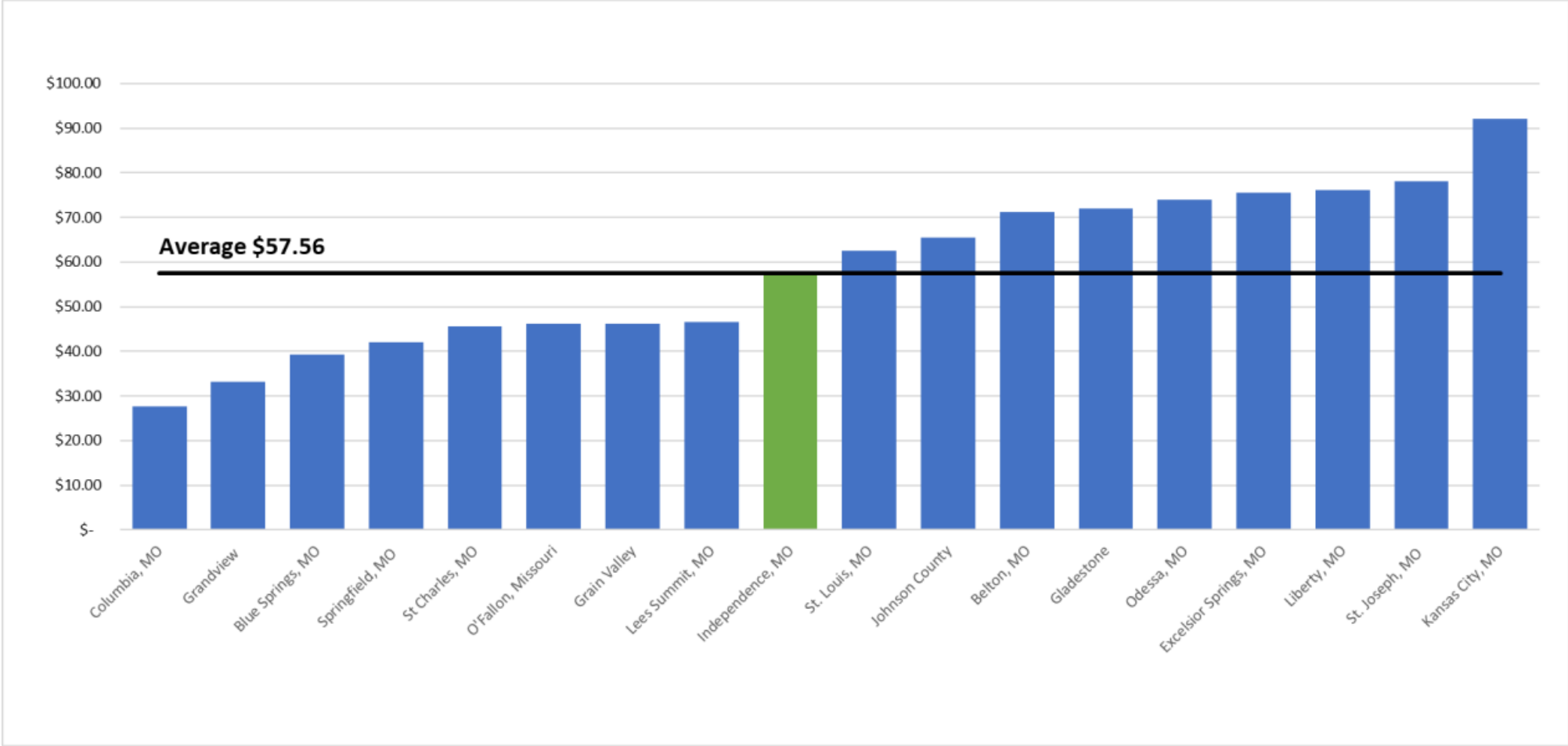
- Since 2000, household water and sewer costs have increased nearly 2x household inflation

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

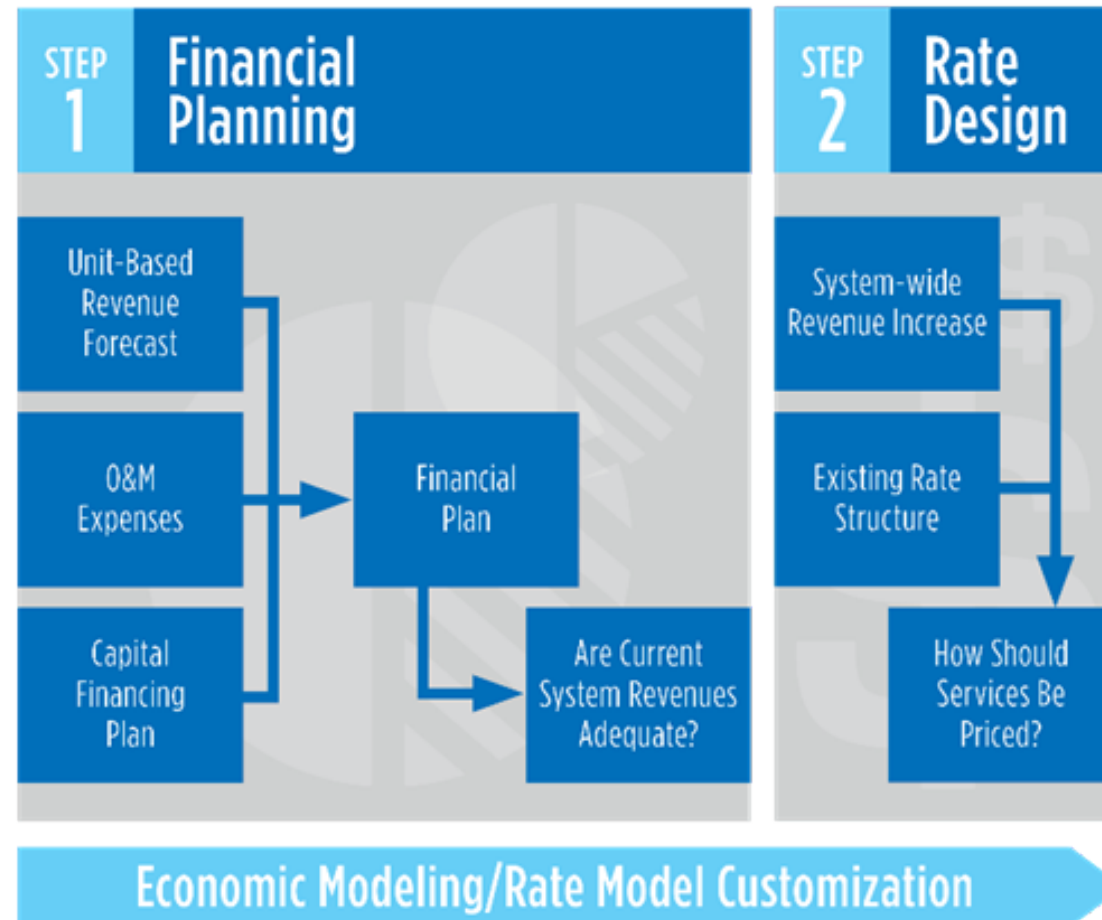


Regional Residential Bill Comparison (6 CCF/month)



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

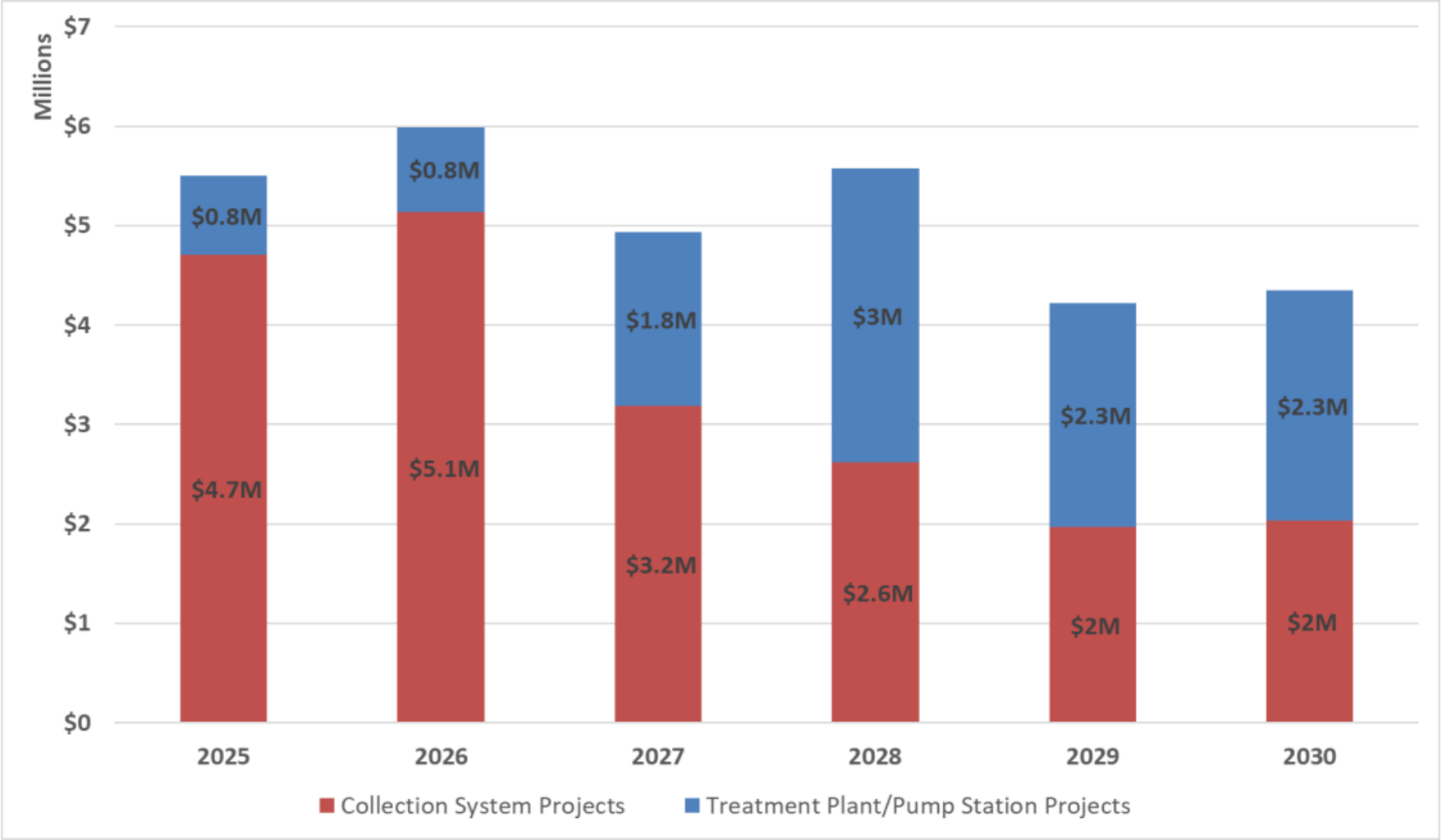


Key Financial Planning Assumptions

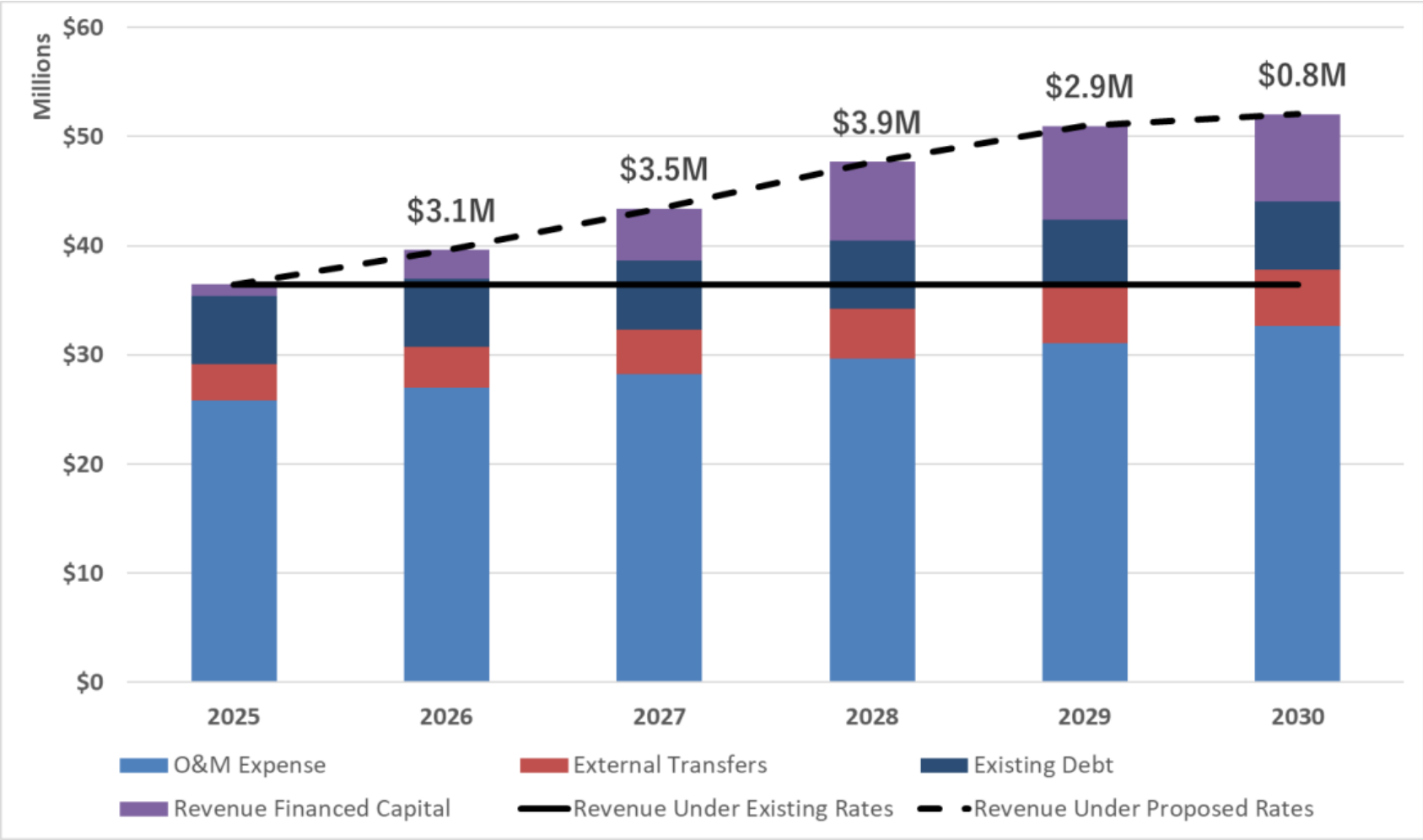


- Stable customer and usage characteristics
- Operating cost inflation of ~ 5% per year
- Inflated sewer capital projects estimated to cost \$25M (2026 through 2030)

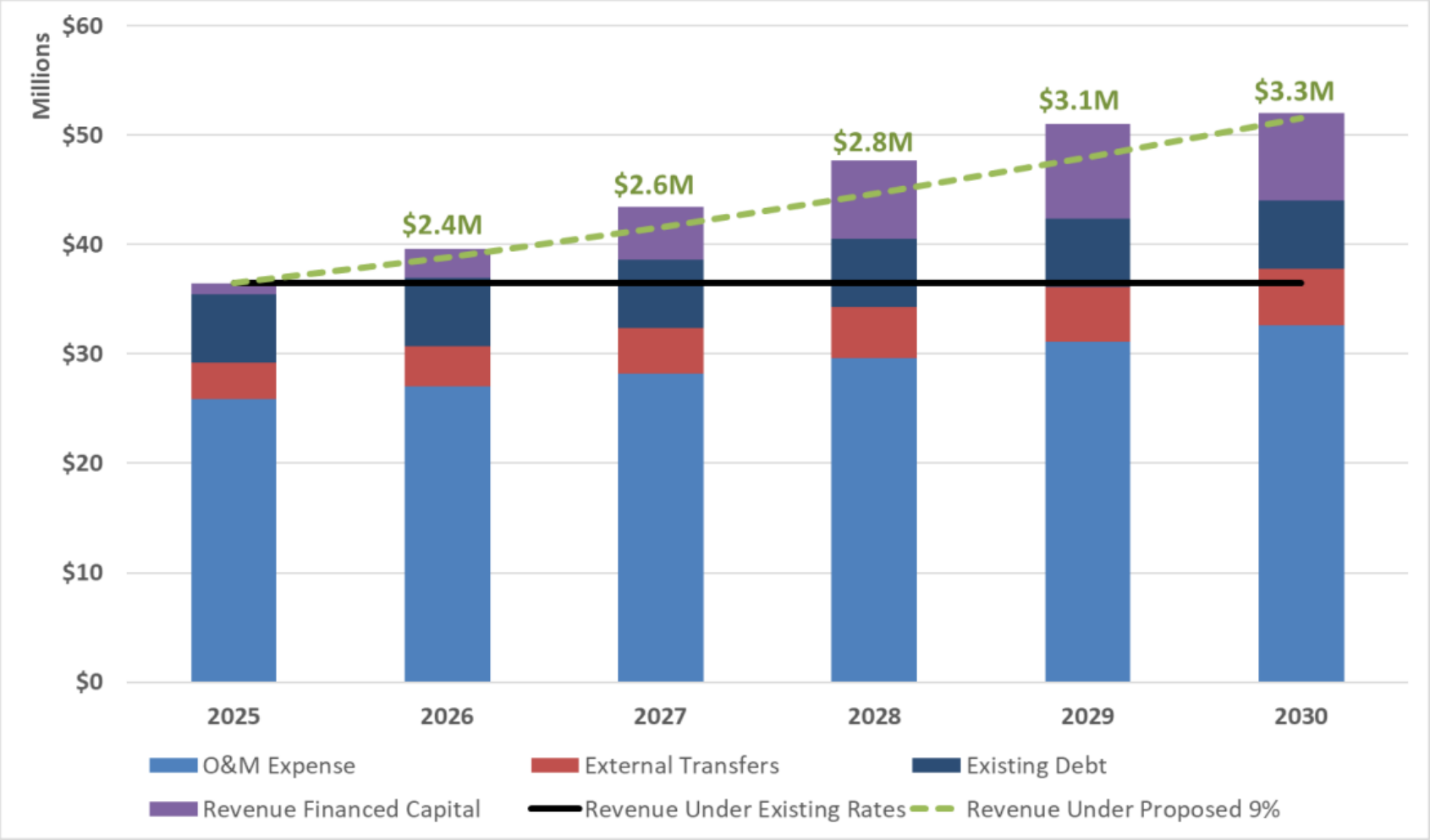
Capital Improvement Plan



Summary of Proposed Sewer Financial Plan (Option 1)



Summary of Proposed Sewer Financial Plan (Option 2)

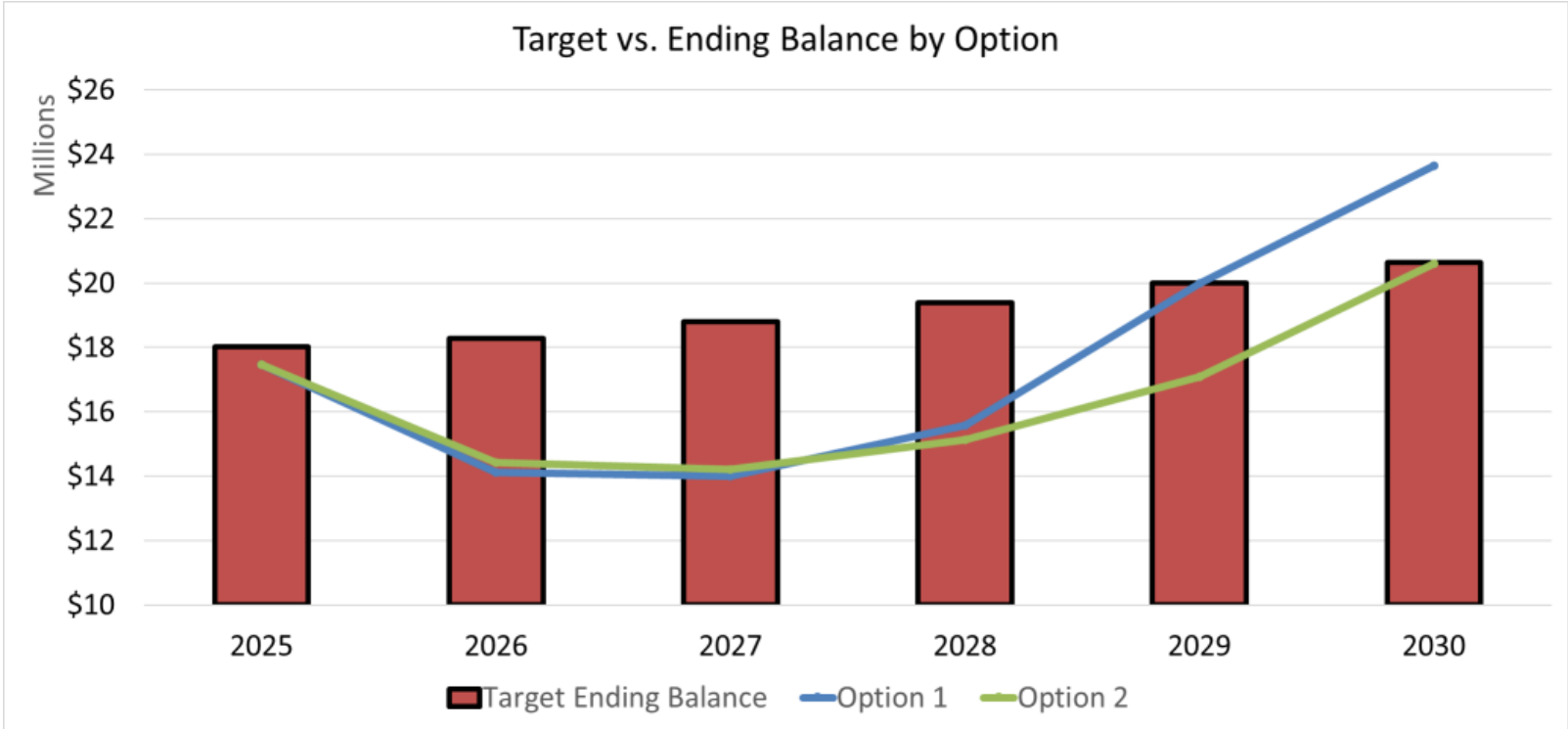


	CIP Reduction
Year	(\$M)
2025	\$0.00
2026	-\$1.00
2027	-\$1.50
2028	-\$2.00
2029	-\$0.30
2030	-\$0.30
Total	-\$5.10

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)

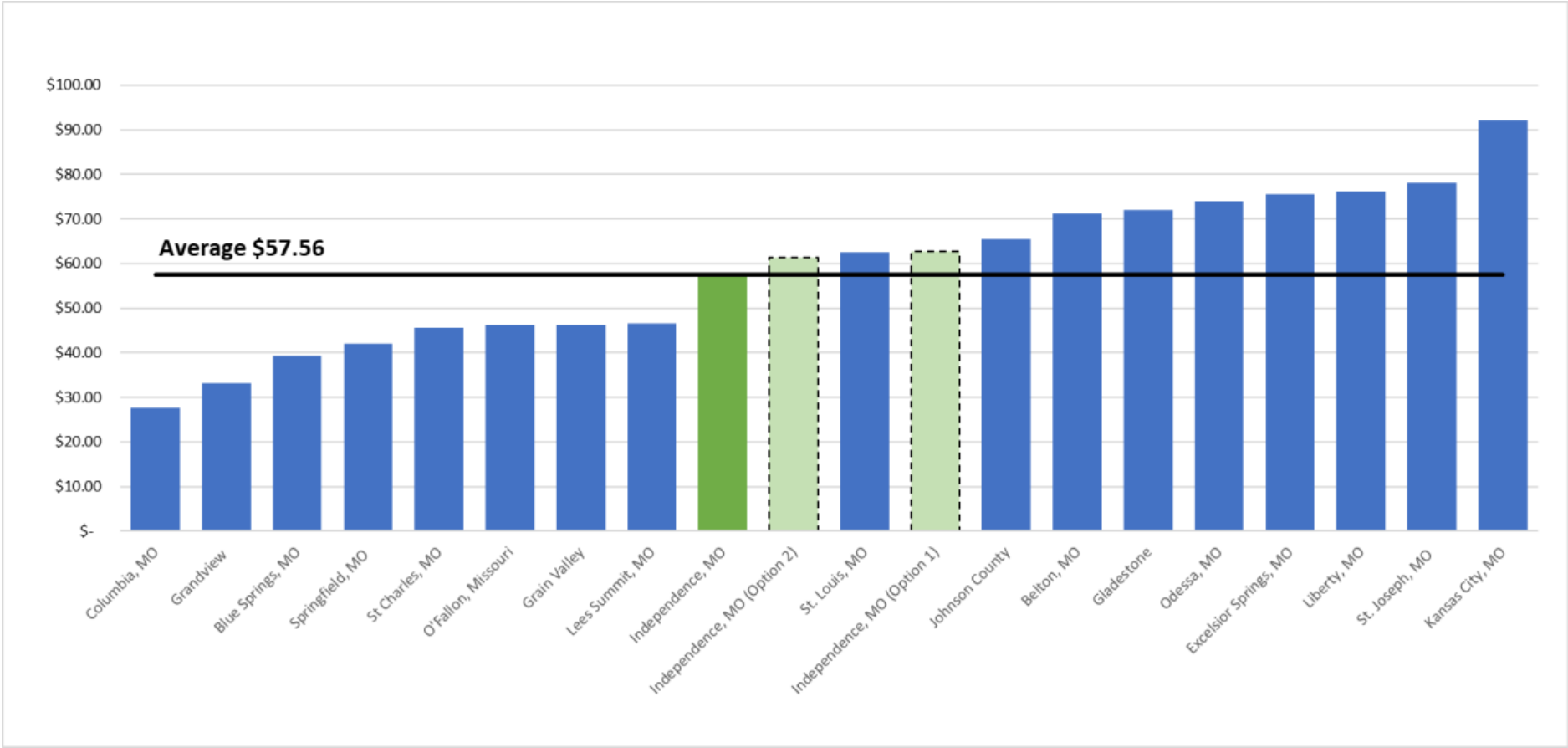
Line No.	Description	Existing 2025	2026	2027	Proposed 2028	2029	2030
	INSIDE CITY						
	Service Charge						
1	Residential	\$ 18.00	\$ 19.62	\$ 21.39	\$ 23.32	\$ 25.42	\$ 27.71
	<u>Non-SIC C&I</u>						
2	5/8"-3/4"	\$ 18.00	\$ 19.62	\$ 21.39	\$ 23.32	\$ 25.42	\$ 27.71
3	1"	\$ 22.86	\$ 24.92	\$ 27.16	\$ 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



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-083 **2R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **2R**

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:

25-084 **2R** 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. **2R**

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

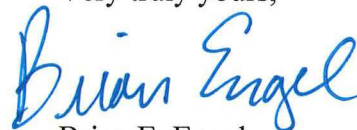
**Re: Petition to Amend Five-Year Plan Budget for the
Noland South Shopping Center CID**

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.


Notary Public

My Commission Expires: 1/22/28

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
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Raymore, Missouri 64083
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Noland South
Community Improvement District

Blight Study Amendment

Noland South Development Co., LLP
Independence, Missouri
March 31, 2025

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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.

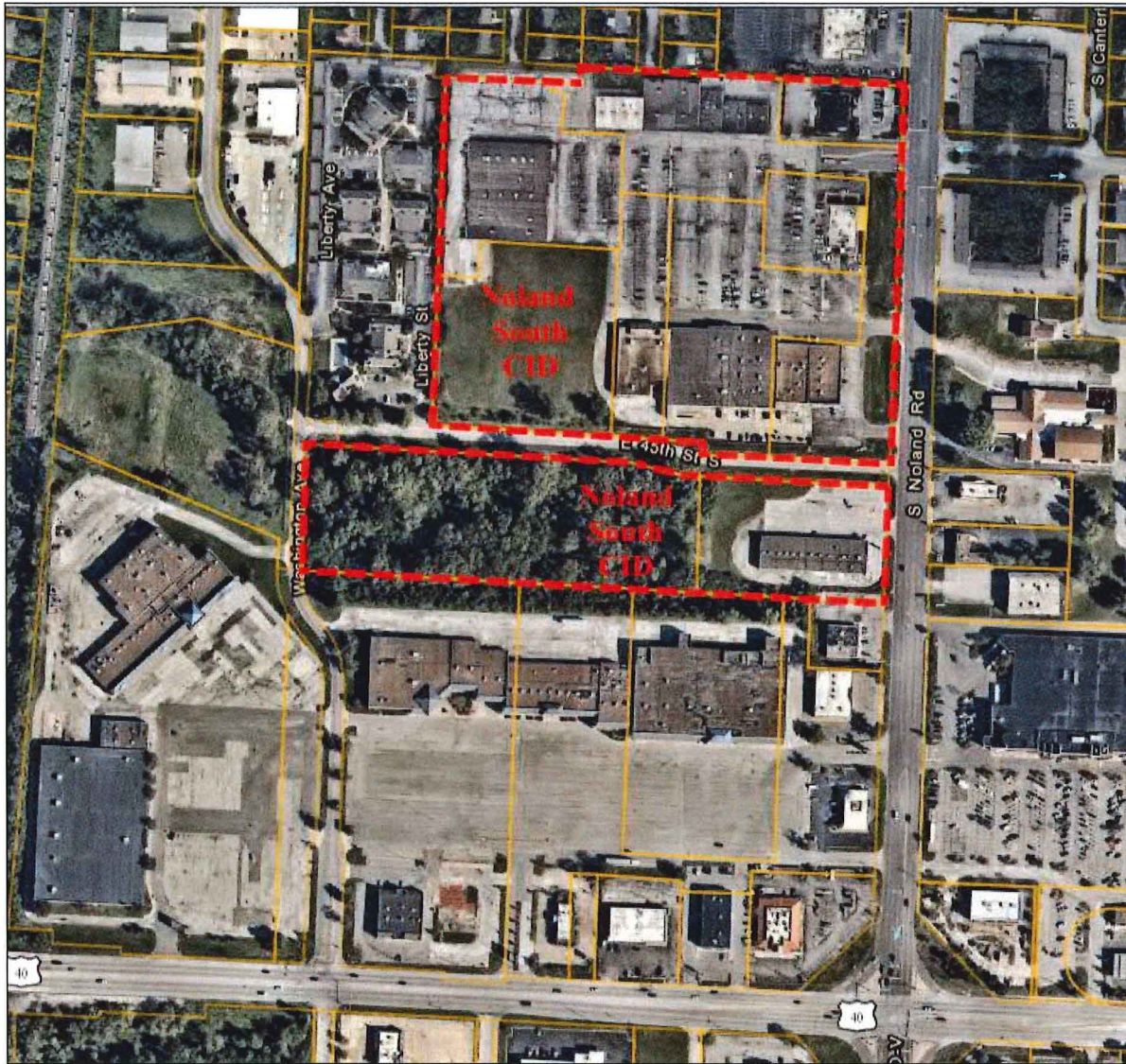
Previous Blight Determinations

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 Crysler 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.

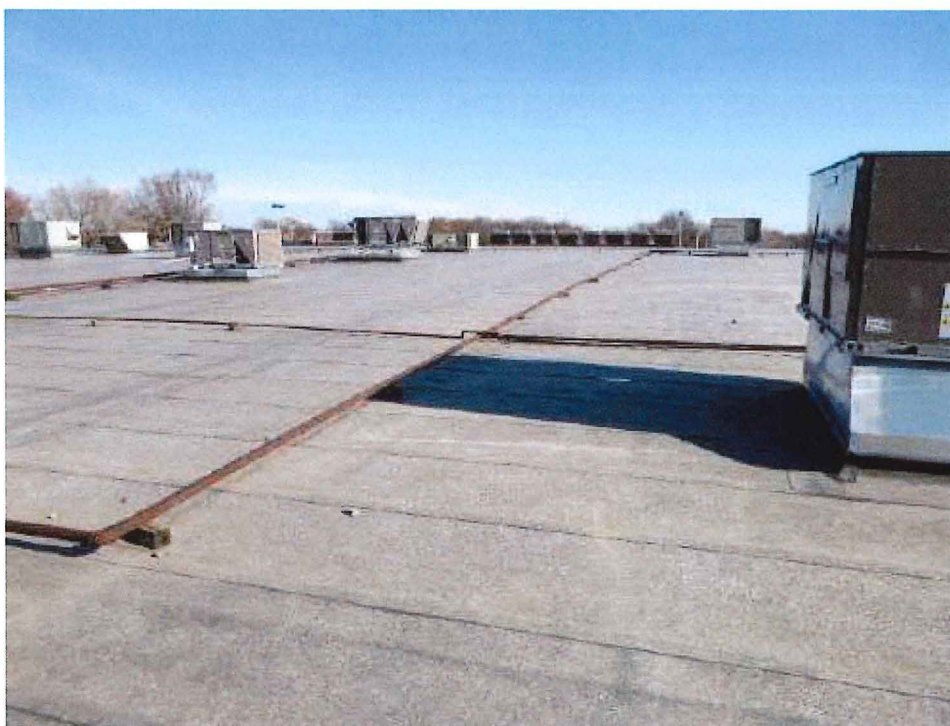
The deterioration of the roof systems is evident through active leaks that are present in all but the newest roof system. Significant wear of the roof and at the parapet walls was evident on those buildings with built-up roofs. Built up roofs with embedded gravel covers contained bubbles and areas of 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



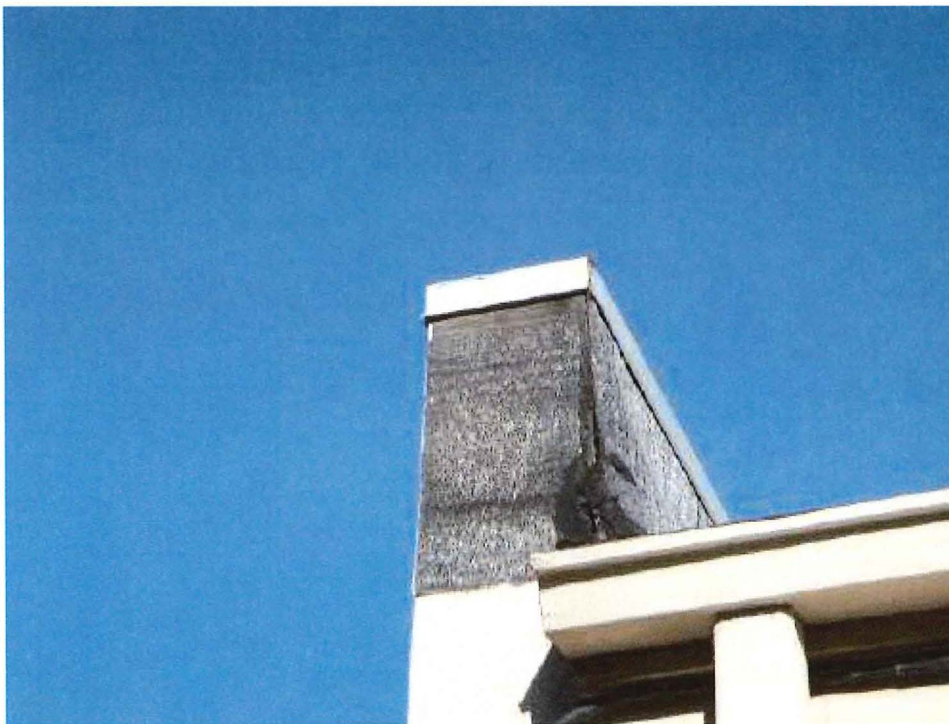
4466 S Noland Rd – built up roof with mineral cap sheet



4480 S Noland Rd – built up roof with embedded gravel ballast



4510 S Noland Rd



4510 S Noland Rd – Roof cover pulling away



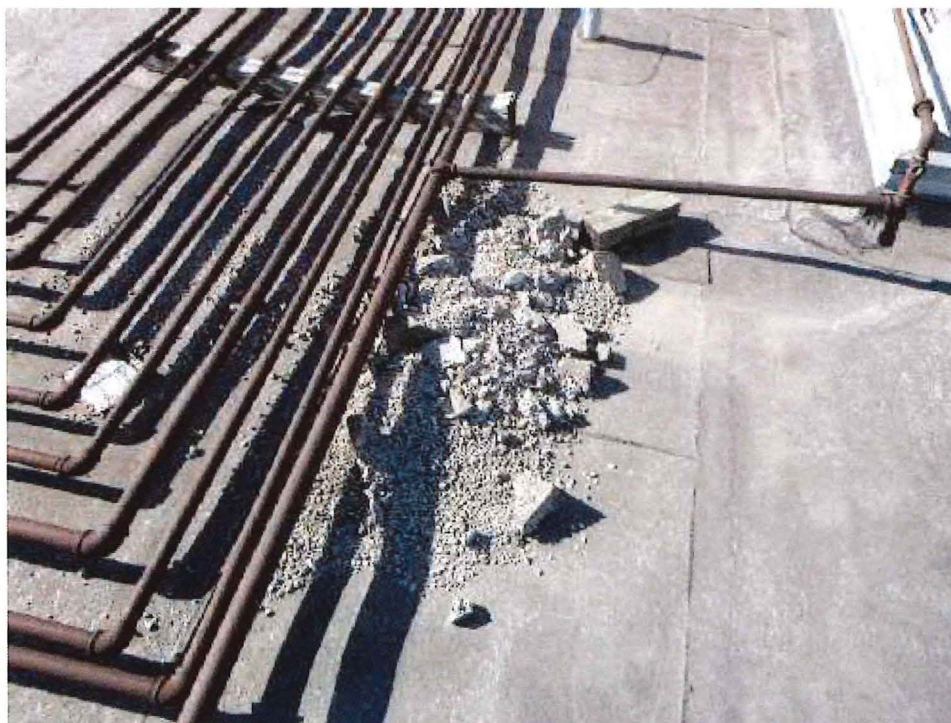
4374 S Noland Rd – roof leaks



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:

25-088 (formerly listed as 25-086) **2R** 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). **2R**

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:

Department / Contact	Power and Light /
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REVIEWERS

Khristina Irvine
Joseph Hegendeffner
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

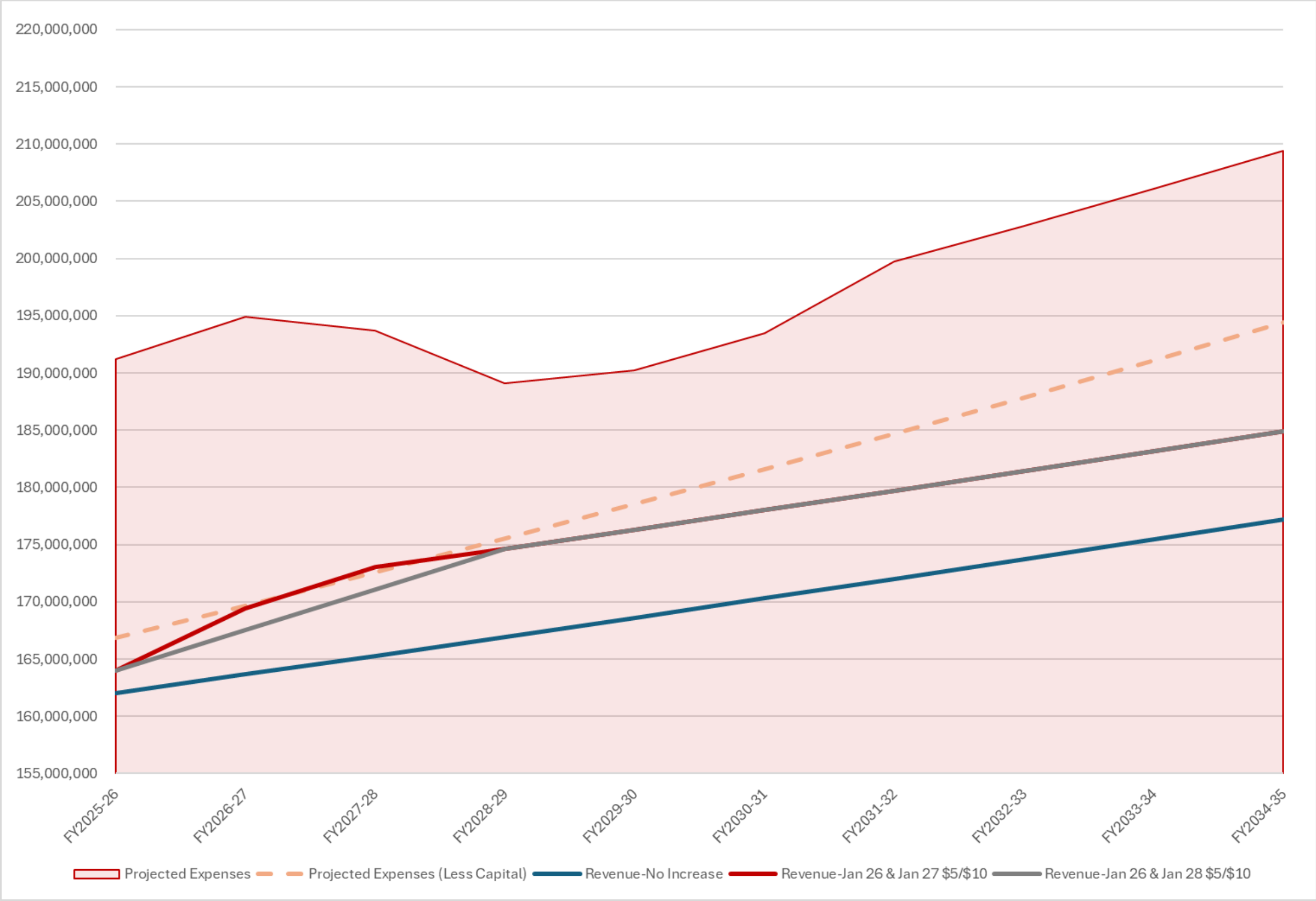
2 most recent Burns & McDonnell studies:

2019 recommended a \$19.62 Customer Charge

2022 recommended a \$28.69 Customer Charge

IPL is currently at a \$10 Customer Charge

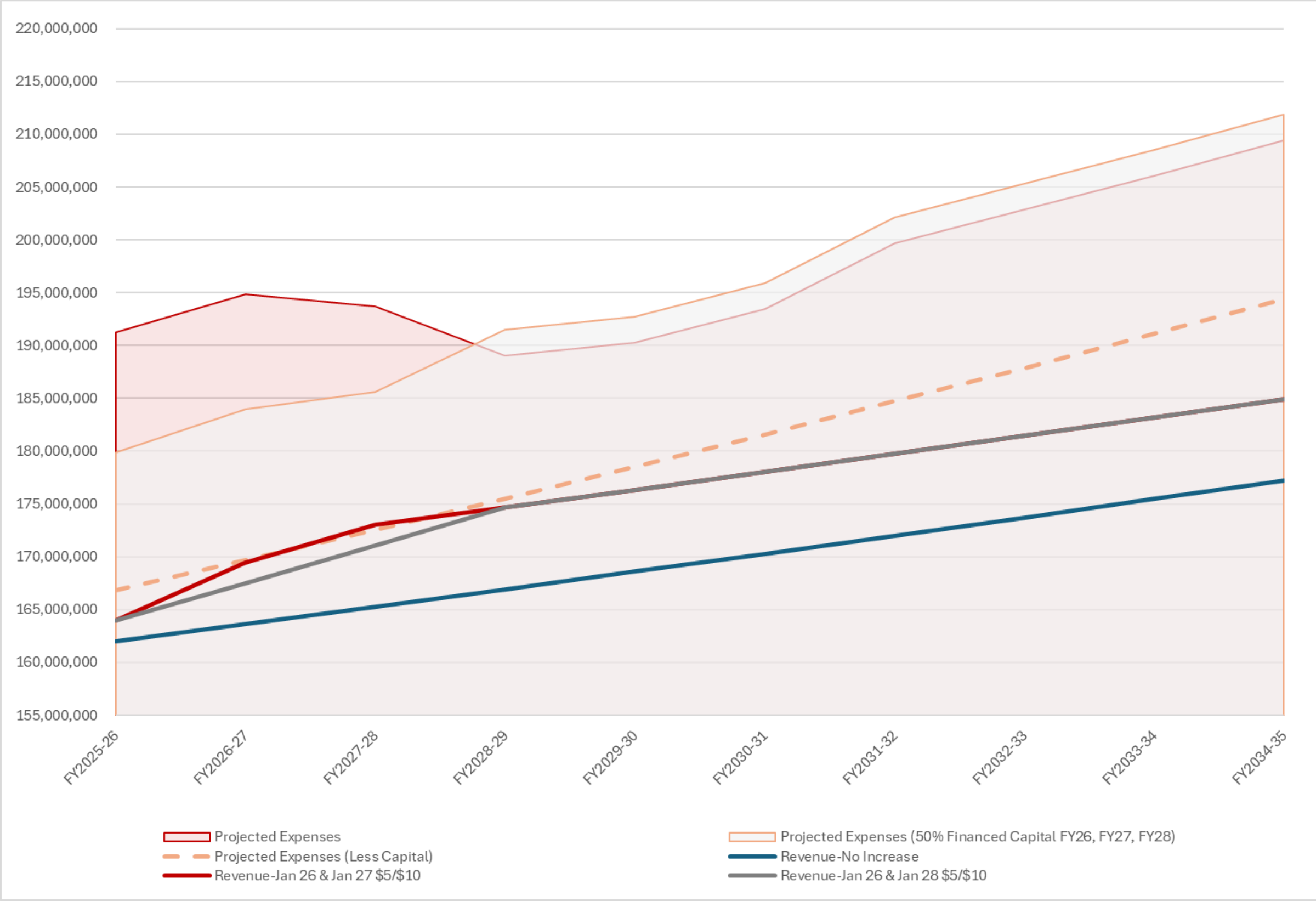
REVENUE & EXPENSE PROJECTIONS



Expenses include:

- Capital Projects (amounts vary by year)
- Debt service; annual payments are relatively flat through 2035, averaging \$8.62 million per year

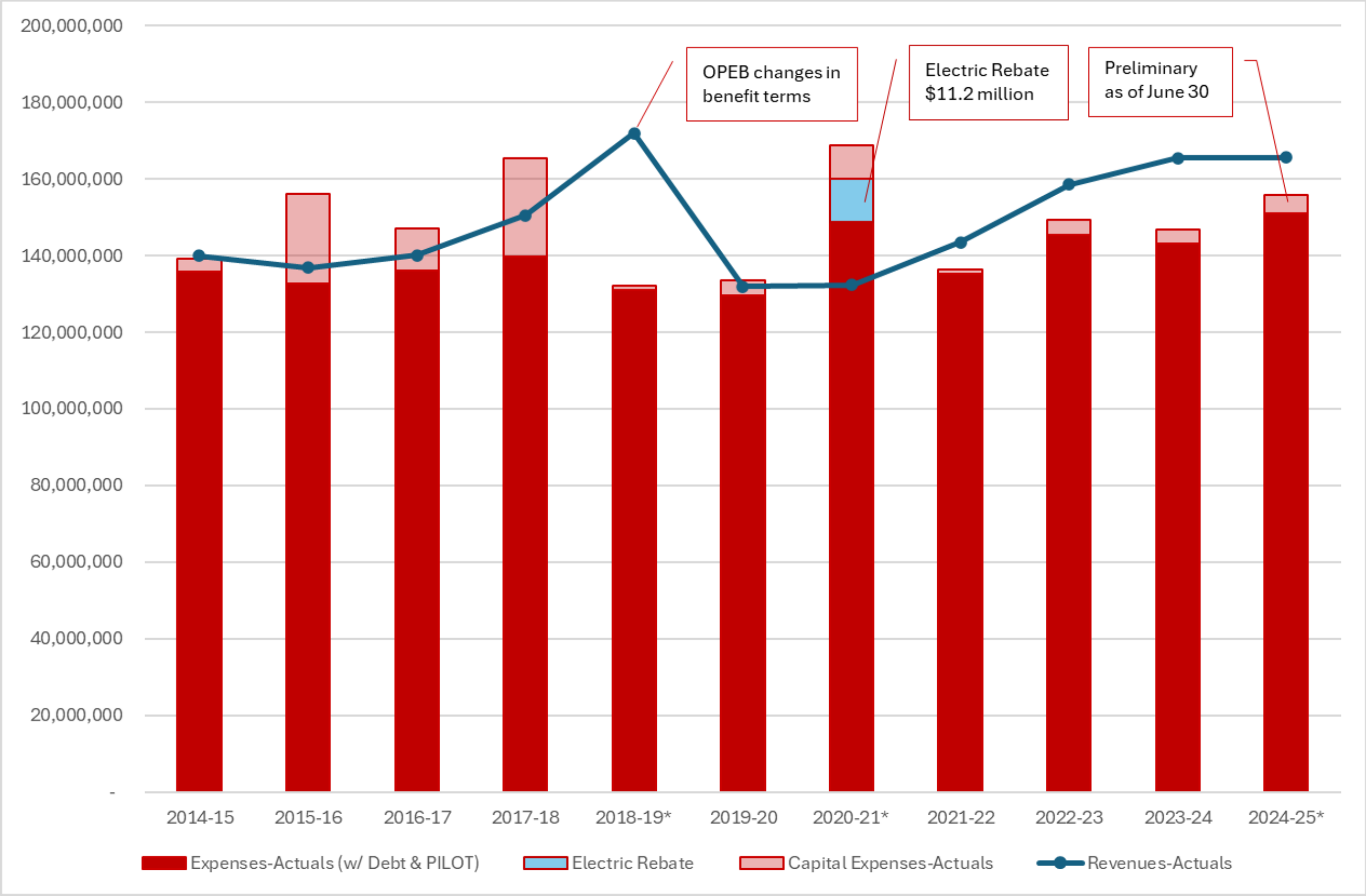
REVENUE & EXPENSE PROJECTIONS



- 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.



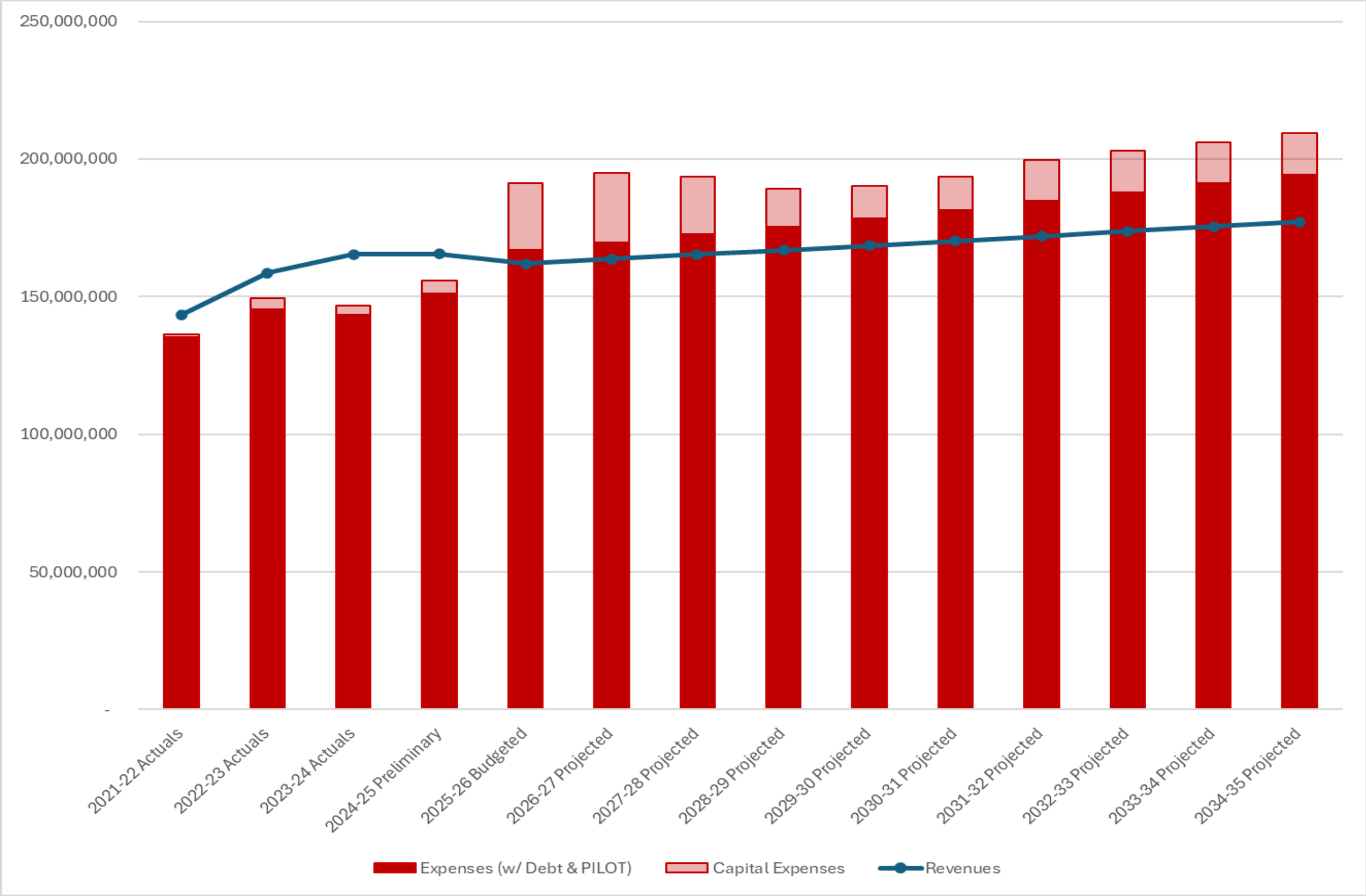
HISTORIC ACTUALS (REVENUES & EXPENSES)



- 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*

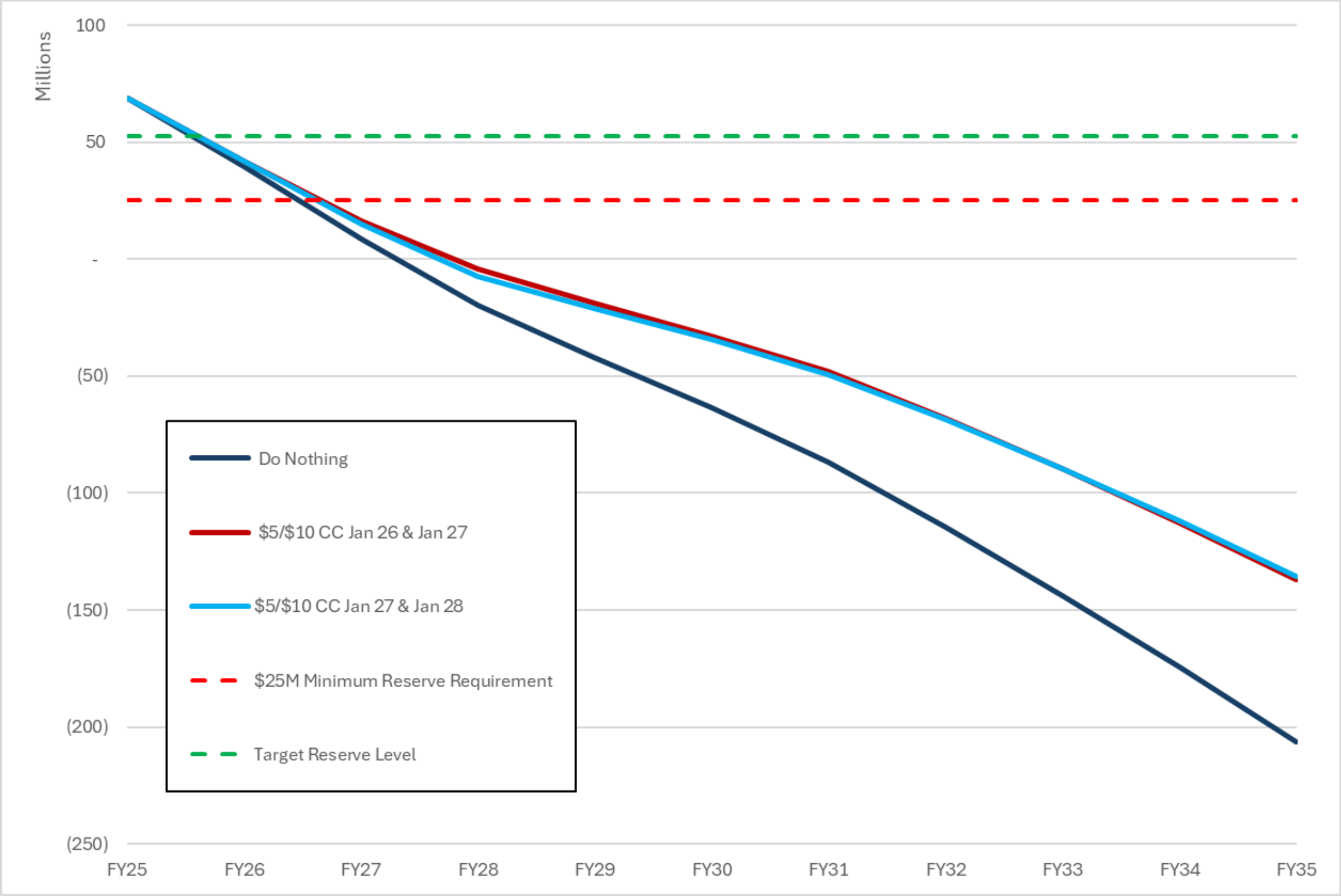


Fiscal Year 2022 – Fiscal Year 2035



- 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 ★

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-089 **1R** An ordinance amending Article 6 of Chapter 8 and Article 4 of Chapter 20, of the Independence City Code pertaining to the adoption of a revised Procurement Policy. **1R**

Recommendations:

Council approval is recommended.

Background:

An updated procurement policy was approved by Ordinance 19579 on July 15, 2024, including various changes and updates to City Code necessary after the 2024 state legislative session. All changes were included in the update approved in 2024 except the following in Section 8.06.003 that contain either duplicative text or other clarifying language:

- Subsection A-1: Removes language stating that contracts exceeding \$50,000.00 must be reported to and approved by the City Council prior to award. This aligns with the changes approved to the Purchasing Policy in 2024.
- Subsection B: Removes duplicative language requiring City Council approval for contracts exceeding \$50,000.00, as clarified in Subsection A-1.
- Subsection C: Removes duplicative language regarding City Council approval for contracts over \$50,000.00 to align with the adopted Purchasing Policy.
- Subsection D: Removes the section authorizing the City Manager to issue change orders. For contracts exceeding \$100,000, approval language now authorizes the City Manager or Finance Director to issue change orders up to 10%, if applicable, consistent with current Purchasing Policy.
- Subsection E-3: Removes a local labor preference policy under certain circumstances. A local vendor preference remains under Sec. 20.04.003 — Preferences.
- Subsection F: Removes language related to changes in Subsection E-3.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact.

Council Action:

REVIEWERS

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

ATTACHMENTS:

1. Article 6 Chapter 8 City Code Changes
2. Updated Procurement Policy - 2025

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 6 OF CHAPTER 8 AND ARTICLE 4 OF CHAPTER 20, OF THE INDEPENDENCE CITY CODE PERTAINING TO THE ADOPTION OF A REVISED PROCUREMENT POLICY.

WHEREAS, on July 15, 2024, the City Council approved Ordinance No. 19579, adopting a revised Purchasing Policy that incorporated changes to align with Chapter 34 of the Revised Statutes of Missouri legislative changes in 2024; and,

WHEREAS, this ordinance amends the City Code to align with the new Purchasing Policy and to ensure compliance with the Revised Statutes of Missouri;

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

SECTION 1. That Article 6 of Chapter 8 of the Independence City Code, is hereby amended to read as follows:

“ARTICLE 6. PURCHASES AND SALES

Sec. 8.06.001. "Contractual labor and services" defined.

"Contractual labor and services," as used in this article, shall mean labor and services performed for the City by persons not in the employment of the City, and may include the use of equipment or the furnishing of commodities in connection with said labor and services under express or implied contract. Contractual labor and services shall include transportation of personnel (travel); freight; express; parcel post; postage; repairs, alterations and maintenance of buildings, equipment, streets, and bridges, and other physical facilities of the City; provided that "contractual labor and services" as used in this article shall not include contracts for public improvements referred to in Section 11.6 of the City Charter.

Sec. 8.06.002. Purchases—How made—Requisitions—Certification of funds.

All purchases of supplies, material, equipment, contractual labor, services, and insurance for the offices, departments, and agencies of the City government, shall be made in accordance with purchase authorizations issued by the City Procurement Manager who also may be called the City Purchasing Agent and either title may be used within this City Code, pursuant to Section 3.35 of the City Charter.

Except as otherwise provided in Section 8.06.006, a purchase shall be made only when the head of the office, department, or agency whose appropriation is to be charged issues a written requisition therefore, and the Director of Finance or his/her authorized agent certifies that there is an unencumbered balance of funds appropriated or authorized and available therefore, as provided by Section 3.34 of the City Charter, and after said written requisition has been approved by the Director of Finance and said approval duly endorsed thereon.

Sec. 8.06.003. Competitive bidding.

Except as provided in Section 8.06.004, bids shall be obtained as set out below:

A. Commodities.

1. Formal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, wherein the consideration to be paid is estimated to be more than **One-Hundred Thousand Dollars (\$100,000.00)**, except as otherwise provided in Section 8.06.004 immediately below, the City Procurement Manager shall submit to at least three **(3)** persons, firms, or corporations dealing in and able to supply the same, or to a smaller number if there are not three **(3)** dealing in and able to supply the same, specifications and an invitation to bid, to give them an opportunity to bid. The bid shall be announced ~~on the Public Notice Board in City Hall and~~ as appropriate through Internet, print media or any other means of publicly making the solicitation known to potential bidders. All bids shall be sealed and shall be opened in public at a designated time and place, and bids shall be received up to the time designated for the opening of bids. The Procurement Manager may repeatedly reject all bids, and again may resubmit to the same or other persons, firms, or corporations and follow the procedures identified above. The Procurement Manager shall purchase from the bidder whose bid is more advantageous to the City, considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its sub-contractors or suppliers, specifically including any City contracts within the immediate past five years, and the preferences set out below. ~~If the contract amount exceeds \$50,000.00, it shall be reported to, and approved by the City Council prior to award.~~
2. Informal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, services, insurance or any sale of surplus, obsolete, or unused property is made, wherein the consideration to be paid is **One-Hundred Thousand Dollars (\$100,000.00)** or less, the City Procurement Manager shall obtain competitive bids by an informal method, including written, verbal, telephone, Internet, or fax quotations or any other method that establishes competition. The Procurement Manager may repeatedly reject all bids and again may resubmit to the same or other persons, firms or corporations. The purchase will be made from the bidder whose bid is most advantageous to the City considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its subcontractors or suppliers, specifically including any City contracts within the immediate past five years, the preferences set out below, and any other factors which deem it to be best bid. ~~If the contract amount exceeds \$50,000.00, it shall be reported to, and approved by, the Council prior to award. Council approval is not required for contracts under \$50,000.00, City Manager approval is required for contracts or purchases of Fifty Thousand Dollars (\$50,000) or more.~~

Council approval is not required for contracts under One-Hundred Thousand Dollars (\$100,000) or for the renewal of contracts, when the requested price increase does not exceed the renewal period increase established in the original agreement.

- B. Professional Services. Businesses which require a State or Federal professional license or certification shall be considered professional services. **Competition will be required for professional services that exceed \$100,000.** The Procurement Manager will utilize Request for Proposals (RFPs) or Requests for Qualifications (RFQs) when procuring professional services where factors other than cost must be considered in the evaluation process. Examples include, but are not limited to, architects, engineers, insurance brokers and companies, and attorneys. RFPs and RFQs will be announced on the Public Notice Board in City Hall and as appropriate through the Internet, print media or any other means of publicly making the solicitation known to potential bidders or proposers. ~~If the contract amount exceeds Fifty Thousand Dollars (\$50,000.00), it shall be reported to, and approved by, the City Council Manager prior to award.~~ Council approval is ~~not~~ required for contracts ~~under \$50,000.00 of One-Hundred Thousand (\$100,000) or more~~ or for the renewal of contracts, when the requested price increase ~~does not~~ exceeds the renewal period increase established in the original agreement.
- C. Public Improvement Projects. Public improvement projects shall be processed through the Procurement Division using the processes identified in section A.1. and A.2., and in conformance with procedures set out in Chapter 20 of this City Code. ~~If the contract amount exceeds Fifty Thousand Dollars (\$50,000.00), it shall be reported to, and approved by, the City Council Manager prior to award.~~ **City Council approval is required for contracts of One-Hundred Thousand Dollars (\$100,000) or more or for the renewal of contracts, when the required price increase does not exceed the renewal period increase established in the original agreement.**
- D. ~~Change Orders. For contracts up to Fifty Thousand (\$50,000.00), or ten percent (10%) of the original contract amount if in excess of \$50,000.00~~ **One-Hundred Thousand Dollars (\$100,000), the City Manager is authorized to issue change orders.**
- ~~D.E~~ Preferences. In awarding a bid, the Procurement Manager shall consider the following preferences:
1. United States Products. Manufactured goods or commodities shall be purchased which have been manufactured, assembled or produced in the United States, unless: (a) the purchase, lease or contract involves an expenditure of less than ~~\$5,000.00~~ **Ten Thousand Dollars (\$10,000)**; (b) only one ~~line component~~ of a particular good or product is manufactured, assembled or produced in the United States; (c) the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled or produced in the United States within the necessary time in

sufficient quantities to meet the City's requirements; or (d) obtaining the specified products manufactured, assembled or produced in the United States would increase the contract by more than ten percent **(10%)**.

2. Missouri Products. Materials, products, supplies, provisions and other needed articles shall be purchased which are produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the State and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided, however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

3. ~~When entering into any contract which exceeds \$300,000.00 involving labor or hiring any labor for public contract work, preference may be given to contractors, mechanics, artisans or other laborers of any class, who shall have actually resided in Jackson County, Missouri, for a period of six months preceeding the start of their engagement.~~

- a. ~~A contract or purchase may be awarded to a bidder utilizing local labor where the bid by such bidder is, in all material respects, comparable to the lowest responsible bid not utilizing local labor if the amount bid (labor, materials, and other services) by such bidder does not exceed the lowest bid not utilizing local labor by more than the following percentages, unless such an award is contrary to State or Federal law or regulation or unless the Council, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:~~

~~\$0 to \$300,000.00 — No preference.~~

~~\$300,000.00 to \$1,000,000.00 — 5 percent on the first \$300,000.00 and no adjustment for the amount between \$300,000.00 and \$1,000,000.00.~~

~~\$1,000,000.00 and Greater — 5 percent higher on the first \$300,000.00 and 2.5 percent on amount between \$300,000.00 and \$1,000,000.00.~~

~~No additional adjustment for amounts in excess of \$1,000,000.00.~~

~~The amount of any preference awarded will be based on the maximum preference awarded for size of the contract multiplied by the percentage of local labor compared to the total labor for the work.~~

- FE.** Contractor Qualifications. All contractors bidding on construction contracts ~~which exceed \$500,000.00~~ with the City of Independence shall meet qualification standards prior to acceptance of any **bid contract**.

The City shall investigate and examine the qualifications of all contractors and, upon determining that a contractor meets the requirements of this policy and is in all respects responsible, qualified and competent for the class, character and magnitude of the work which the applicant proposes or intends to perform under this proposed contract shall then be determined to be qualified to be awarded a **bid contract**.

In determining the acceptability of a contractor for the purpose of qualification, the City shall investigate and consider at least the following:

- Financial responsibility.
- The character, quality and availability of the contractor's equipment
- The performance record of the contractor in the performance of other contracts for public or private improvements.
- The nature and extent of other contract commitments involving the use of contractor's machinery, equipment and personnel.
- The reputation for reliability and integrity.
- History of compliance with applicable State and Federal laws.
- Compliance with MBE/WBE Policies.
- The source of any labor involved in the project.
- Any other fact which would materially ~~effect~~ **affect** the ability of the applicant to properly, adequately, expeditiously and satisfactorily perform such work as might be awarded to such contractor.

~~To be determined qualified the contractor must provide or participate in each of the following for the benefit of its employees and in addition, the contractor will certify that all subcontractors under their control will comply with the following:~~

- ~~1. — An ERISA-qualified medical welfare benefit plan or health insurance in some form.~~
- ~~2. — A training program approved by and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training or equivalent.~~
- ~~3. — An ERISA-qualified pension plan or a retirement benefit program~~

~~Under no circumstances shall a contractor be qualified who fails to provide or participate in any of the aforementioned programs.~~

~~The City Manager may require such documentation or verification by the person or firm claiming to be using local labor as is deemed necessary to establish the requirements.~~

Sec. 8.06.004. When competitive bidding is not required.

In the following cases, competitive bidding shall not be required if, in the judgment of the Procurement Manager, a lower price cannot be obtained by requiring competitive bids:

1. Where the cost of supplies, materials, equipment, contractual labor, services, or insurance does not exceed ~~\$5,000.00~~ **Ten Thousand Dollars (\$10,000)**.
2. Where there is only a sole source that possesses the unique and singularly available capability to meet the requirement of the procurement as determined by the Procurement Manager; or a single source that is proprietary to existing commodities, equipment, or services as determined by the Procurement Manager.
3. Where supplies, materials, equipment, contractual labor, services, or insurance purchases from another unit of government at a price deemed below that obtainable from private dealers, including war surplus.
4. Where supplies, materials, equipment, contractual labor, insurance and services are purchased through bids established by a government purchasing entity or cooperative. The cooperative bids used will have been established pursuant to RSMo 70.220 or generally accepted governmental purchasing practices through the competitive bidding process. Purchases by this method shall be exempt from Section 8.06.003 of the City Code. If the contract amount exceeds, ~~\$50,000.00~~ **One-Hundred Thousand Dollars (\$100,000)**, it shall be reported to, and approved by, the City Council prior to award.

Sec. 8.06.005. Prohibition against splitting contracts.

The splitting or dividing of contracts and purchases for the purpose of evading requirements of Section 8.06.003 of this article shall not be permitted, and any such contracts or purchases so made evidencing such purpose shall be void.

Sec. 8.06.006. Emergency purchases.

The City Manager or a delegated representative may declare an emergency regarding the purchase of appropriated supplies, materials, equipment, contractual labor, services, or insurance, and the same may be purchased without compliance with the requirements of Section 8.06.002, Section 8.06.003 or Section 8.06.004 above when deemed important to public life, health, welfare, or safety of the City. Purchase of appropriated items in an amount in excess of \$50,000.00, made under the provisions of this section shall be reported to the City Council at a formal Council meeting.

Sec. 8.06.007. Transfer and sale of City property.

The City Procurement Manager may sell, trade-in, junk, donate, or otherwise dispose of surplus, obsolete, or unused property, or transfer the same from one office, department, or agency of the City to another upon the written approval of the directors of the offices, departments, or agencies concerned, and upon written approval of the Finance Director and City Manager or their designated representative. Transfers of property between departments will require proper reallocation of funds by the Finance Department.

1. Sales under this section shall be made to the highest responsible bidder at public auction or in conformance with Section 8.06.003 or Section 8.06.004 hereof, as

applicable. Sales may be made to other units of government or public utilities without adherence to bidding requirements.

Sec. 8.06.008. Grant acceptance.

The City Manager may accept on behalf of the City grants and donations in the amount of \$50,000.00 or less, and sign on behalf of the City any agreements requiring the proper use of those grant funds. The City Manager shall notify the City Council at its next regular meeting of any grants or donation accepted on behalf of the City. All grants and donations accepted shall also appear on a published agenda of the Council as information.

Sec. 8.06.009. Disposition of seized, unclaimed, or abandoned property.

All property coming into the custody of the City of Independence in the nature of lost, unclaimed, seized or abandoned property shall be disposed of in accordance with State statutes, RSMo 542.301.

Sec. 8.06.010. Disposition of proceeds of judicial sale.

When property declared to be under the control and jurisdiction of a Court other than the Independence Municipal Court and not the subject of State or Federal forfeiture proceedings is in the actual physical custody of the City of Independence, Missouri, the proceeds of any sale of the property ordered by the controlling court shall be deposited with the General Revenue Fund of the City of Independence to cover storage and all other just and reasonable charges.

Sec. 8.06.011. Participation in state or federal forfeiture proceedings.

The Chief of Police shall have the authority to permit Police Department participation in any State or Federal forfeiture proceedings. The Chief of Police may apply to receive any property or cash which may become available to the City pursuant to any State or Federal forfeiture proceedings. Upon receipt of any forfeited property or cash the Council shall act to accept or reject it, paying all liens and other encumbrances, and shall designate the use of the forfeited property or cash pursuant to the provisions of the law under which it was forfeited.

Sec. 8.06.012. Record of recovered property.

Record of all such property described in Sections 8.06.008, 8.06.009, or 8.06.010 shall be made, including entries as to the names of the owner, if known, from whom the property was taken, the place the property was found, the general circumstances surrounding the taking of the property, the date of receipt, and the name of the peace officer receiving the property. Such property shall then be deposited at the property room of the Independence, Missouri, Police Department.

Sec. 8.06.013. Affidavits to be filed.

All persons, firms, and corporations furnishing materials of any kind or character, including, but not limited to, supplies, materials, equipment, contractual labor and services, and insurance to the City, and contractors furnishing materials or doing public work for the City, shall be required to file written affidavits stating that no elected or appointed officer is financially interested, directly or indirectly, in the sale or purchase of said supplies, materials, equipment, contractual labor and services, and insurance required by the City.

Sec. 8.06.014. Penalty for false affidavit, etc.

Every person, firm, or corporation engaged in the business set out in Section 8.06.012 who shall make a false affidavit as to the interest of such elected or appointed officer of the City, shall be deemed guilty of a misdemeanor and shall be punished by a fine of not less than **Two-Hundred Dollars (\$200.00)** nor more than **Five-Hundred Dollars (\$500.00)**, and any contract or agreement made or entered into in violation of this article shall be terminated by the City, and the person so offending shall be held liable for any damage sustained by the City by reason of the termination of said contract or agreement.

Sec. 8.06.015. Occupation license checked.

- A. The **Purchasing Procurement** Manager will be provided with a current listing of licensed businesses on a monthly basis and will notify the Licensing Division of any business requiring an Independence occupation license that has otherwise met the requirement for bid award, and does not appear to be licensed.
- B. Bids will be awarded to those businesses required to be licensed to do business in Independence under provisions of Chapter 5 of this City Code only after they have properly secured an occupation license.

Secs. 8.06.016—8.06.999. Reserved.”

SECTION 2. That Article 4 of Chapter 20 of the Independence City Code, is hereby amended to read as follows:

“ARTICLE 4. BIDS ON MUNICIPAL SERVICES PROJECTS

Sec. 20.04.001. - Advertisement.

- ~~A.~~ Whenever public advertisement of a notice to bidders is required by ordinance or the laws of the State of Missouri, unless otherwise provided in this Code, the invitation to bid will be published on the City's website.

Sec. 20.04.002. - Additional notification requirements.

- ~~A.~~ In addition to advertisement on the City website, an additional advertisement will be placed in a legal publication newspaper accessible to the contractor community if newspaper advertisement is required by a partnering organization as a means of receiving financial assistance at the state or federal level.

Sec. 20.04.003. - Preferences.

Each invitation to bid shall include a statement that reflects the preferences and vendor qualification provisions set out in Section 8.06.003 of the City Code and include a provision for local vendor preference stating licensed businesses operating from a physical address in six months within the City of Independence when quality, service and other terms of the purchases are equal to or better than the low bid shall be given a preference of ten percent over the low bid, provided that the difference between the low bid and the local bid does not exceed \$30,000.00 maximum.

Sec. 20.04.004. - Fee for plans and specifications.

Plans and specifications, prepared for bidders, can be downloaded from the City's procurement website. There will be no fee for the bidder to download these plans.

Sec. 20.04.005. - Where bids to be deposited.

Bidders will be required to submit their sealed bids on a public improvements project to the City's procurement website at the time and under the conditions prescribed in the request for bid and the public notices inviting bids.

Sec. 20.04.006. - Bid opening procedure.

Bids shall be opened at the prescribed time and location as specified in the invitation to bid and said bid opening shall be open to the public. All bids shall be read aloud, and a bid tabulation shall be prepared. A copy of the bid tabulation shall be provided to any bidder upon request.

All bids received at or prior to the stated bid opening time will be opened. All bids received after the stated bid opening time will be returned unopened, when feasible.

Sec. 20.04.007. - Debarment or suspension.

Except to the extent prohibited by law, persons who are debarred or suspended by the City or the State of Missouri shall be excluded from bidding, and shall not be awarded contracts for public infrastructure for the City of Independence, in accordance with the provisions of Chapter 8 of the City Code.

Secs. 20.04.008—20.04.999. - Reserved.”

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 AS TO 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 Procurement Policy

Prepared by: Richelieu M. Sese
Procurement Manager
Adopted June 1, 2019
Amended July 2024, April 2025

City of Independence Procurement Policy

1) Introduction

The City of Independence is a public agency that is required to establish and follow formal procurement rules established in the City Code. The primary purpose of the procurement policy is to ensure that all publicly funded acquisitions are obtained through an open and competitive process and that honest and ethical procedures are consistently followed to attain best value, cost, and quality. Department heads are entrusted with the responsibility of implementing and enforcing the policy within their departments. A procedures manual is maintained and training is offered to all users by the Procurement Division of the Finance Department.

2) Applicable Law

Missouri Contracting Statute RSMo., Section 432.070 states, in essence, that any contract made by the City will be valid and effective only if the contract is executed before any performance or payment; within the scope of the City's authority; in writing; dated when made; and subscribed by the parties or their agents. General Law states unless displaced by the particular provisions of this manual, the principles of law and equity, including the Missouri Uniform Commercial Code, the law merchant, and law relative to capacity of contract, agency, fraud misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this policy.

3) Solicitation Thresholds

\$0 - \$9,999.99 – Competition not required but strongly recommended

\$10,000 - \$99,999.99 – Informal

\$100,000 and above – Formal

Professional Services:

\$0 - \$99,999.99 – Competition not required but strongly recommended

\$100,000 and above – Competition required

Small Procurements

Purchases \$10,000 or less - Although competitive sealed bidding is the procedure universally preferred in government procurement, consideration of the time and cost dictates that a less formal procedure be used for small purchases. These purchases may be made on the open market without formal bid and informal written quotes or competitive oral quotations are allowed.

Local Vendors

The City of Independence encourages the participation of local vendors and gives preference to the local vendor when the prices, terms, and conditions are equal.

4) Approvals

\$100,000 and more: City Council approval required

\$50,000-99,999.99: City Manager approval required

\$10,000-49,999.99: Department Head (or their designee) Approval

\$1-9,999.99: Supervisor approval

5) Solicitation Types Used by the City of Independence

A) Invitation to Bid (ITB)

1. Informal - Under \$100,000 – no public opening required; written bids must be solicited
 2. Formal - \$100,000 and above – public bid opening required
 3. Award is made to the lowest, most responsive and responsible bidder who meets the minimum requirements and conditions
 4. No negotiation is permitted; the Procurement Manager may consider exceptions if a single bid is received
 5. Exceptions to the terms and conditions of the ITB will not be considered
 6. Unit price prevails in the event of pricing discrepancy
- B) Request for Proposal (RFP)
1. No public opening to preserve confidentiality until award or notice of intent to award is made
 2. The purpose is to award to the supplier that is able to provide the best value to the City, not necessarily lowest price, using weighted numerical scoring
 3. Negotiation is permitted
 4. An evaluation team, ideally comprised of three to five members, evaluates using criteria disclosed in the RFP
 5. Evaluation team members are required to sign a Statement of Confidentiality and Non-Conflict of Interest and Substantial Interests to serve on the team. A breach of confidentiality or conflict of interest or substantial interest is defined as any evaluation team member, whether position or financial interest, that would affect either the solicitation of proposals or the selection of the successful proposer. The statement ensures the confidentiality and integrity of the RFP process for each specific procurement.
- C) Request for Qualifications (RFQ)
1. Used to prequalify vendors for services prior to contract negotiation
 2. Respondents must satisfy the minimum RFQ criteria requirements to be prequalified
 3. Architects, Engineers, and Land Surveyors (A&E) – Missouri State Statute RSMo. 8.289 requires the RFQ process be used for prequalification prior to contract negotiation
- D) Request for Information (RFI)
- Used to gather information for an upcoming solicitation and scope of work, specifications, cost, or other information is unknown; no award is made
- E) The rationale for the solicitation type selected will be included in the procurement file.
1. In solicitation where evaluations are required, evaluations will be retained in the bid file.
- F) Bid, Proposal, and Response Submission Conditions
1. Competitive solicitations issued online shall require responses to be submitted online
 2. Responses received late will be rejected; online system time is official time
 3. Bids, proposals, or responses may be withdrawn, modified, or revised prior to close of the solicitation
 4. Bids, proposals, or responses cannot be revised after they are opened; once opened, all documents become property of the City
 5. Non-responsive:
 - a. Any bid submitted that does not meet the minimum requirements set forth in the ITB including Terms and Conditions will be deemed non-responsive
 - b. Any proposal or response that does not meet the minimum requirements set forth in the RFP, RFQ, or RFI will be deemed non-responsive
 6. Conflicts of interest, known and unknown, between the City and vendor is a

condition where the administration of award will not be given to the vendor, regardless of solicitation type.

6) Management Analyst Review

Prior to presentation to Council, the City Management Analyst must review and make a recommendation for contracts where the cost is between \$500,000 and \$1,999,000, if they will be in effect for more than a year; and all contracts valued at \$2,000,000 or more regardless of term.

7) Bonds

- A) Bid Bond or Proposal Bond – Security requirement determined by the Procurement Manager
 - 1. Bid Bond or Proposal Bond - provided by a surety company authorized to do business in the State of Missouri
 - 2. Cashier's Check or Certified Check may be submitted in lieu of the bond; cash is not accepted
 - 3. Failure to submit a bond as required in the solicitation will result in rejection of the bid or proposal
 - 4. If the bidder or proposer fails to honor the bid or proposal for any reason, the security may be retained by the City
 - 5. Value of security is equivalent to 5% of the bid or proposal price
- B) Payment, Performance, and Maintenance Bond – Required as determined by the Procurement Manager
 - 1. Provided by a surety company authorized to do business in the State of Missouri
 - 2. Issued in an amount up to 100% of the price specified in the bid or proposal
 - 3. The City's preapproved form shall be used, or the bond will not be accepted

8) Public Improvements

- A) Public improvements are defined as new construction of public facilities, roadways, bridges, sidewalks, parking lots, etc. or newly constructed appurtenances for public use or benefit, paid wholly or in part out of public funds, in accordance with Article 11 of the City Charter conditions:
 - 1. All public improvements over \$500 require competitive bids
 - 2. A 100% payment, performance, and maintenance bond is required for all projects over \$2,500
 - 3. All public improvement projects will be completed in compliance with the Missouri Prevailing Wage Law
 - 4. Public Improvements are bid in accordance with the bidding procedures as defined in this policy as well as Chapter 20 of the City Code

9) Project Delivery Methods

Departments requiring construction for the City should collaborate with the Municipal Services Department to determine the most appropriate method:

- A) Design-Bid-Build consists of three steps: a design phase provided by a prequalified A&E provider, the bid step, and the construction step provided a contractor independent of the A&E provider
- B) Design-Build is any project for the design, construction, alteration, remodeling or improvement of any buildings, facilities or other public improvements for which the design and construction services are furnished under one contract

- C) Construction Manager at Risk means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the construction, rehabilitation, alteration, or repair of a project at the contracted price as a general contractor and provides consultation to a political subdivision regarding construction during and after the design of the project

10) Construction Contractor Qualifications Requirements – Contracts Exceeding \$300,000

Each solicitation shall include a statement that reflects the preferences and vendor qualification provisions set out in Section 8.06.003 of the City Code.

11) Easement Acquisitions

Notwithstanding anything to the contrary found in existing ordinances and resolutions of the City, the City Council may authorize the City Manager or designee to accept or approve, on behalf of the City, all easement documents, deeds of dedication, contract work orders and utility relocation and right-of-way certifications and agreements.

12) Preferences

Section 8.06.003 (E) of the City Code includes provisions for preferences. These preferences must be followed when procuring manufactured goods or commodities as well as when entering into any contract that exceeds \$300,000 involving labor:

- A) United States Products. Manufactured goods or commodities shall be purchased which have been manufactured, assembled, or produced in the United States, unless:
1. The purchase, lease, or contract involves an expenditure of less than \$10,000
 2. Only one component of a particular good or product is manufactured, assembled, or produced in the United States
 3. The specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
 4. Obtaining the specified products manufactured, assembled or produced in the United States would increase the contract cost by more than ten percent (10%)
- B) Missouri Products. Materials, products, supplies, provisions and other needed articles shall be purchased which are produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the State and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided, however, that quality and fitness of articles shall be considered in procuring or letting contracts for articles herein mentioned.
- C) When entering into any contract which exceeds \$300,000 involving labor or hiring any labor for public contract work, preference may be given to contractors, mechanics, artisans or other laborers of any class, who shall have actually resided in Jackson County for a period of six months preceding the start of their engagement.
1. A contract or purchase may be awarded to a bidder utilizing local labor where the bid by such bidder is, in all material respects, comparable to the lowest responsible bid not utilizing local labor if the amount bid (labor, materials, and other services) by such bidder does not exceed the lowest bid not utilizing local labor by more than the following percentage, unless such an award is contrary to

State or Federal law or regulation, or unless the Council, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:

- a. \$0 to \$300,000 – No preference
 - b. \$300,000 to \$1,000,000 – 5 percent on the first \$300,000 and adjustment for the amount between \$300,000 and \$1,000,000
 - c. \$1,000,000 and greater – 5 percent higher on the first \$300,000 and 2.5 percent on amount between \$300,000 and \$1,000,000
 - d. No additional adjustments for amounts in excess of \$1,000,000
2. The amount of any preference awarded will be based on the maximum preference awarded for size of the contract multiplied by the percentage of local labor compared to the total labor for the work.
- D) Licensed businesses operating from a physical address in six (6) months within the City of Independence when quality, service and other terms of the purchases are equal to or better than the low bid shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars (\$30,000.00) maximum.

13) Exceptions to Competition Requirements

- A) Sole Source is defined as only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement; written justification from the Department Head is required
- B) Single Source is a commodity or service that is proprietary or standardized by the City; written justification is required
- C) Cooperative Purchases are commodities or services purchased through contracts established by a government procurement entity or cooperative pursuant to RSMo.70.220, or generally accepted governmental procurement practices through the competitive bidding process
- D) Any purchase in which the City Manager determines that a waiver is in the best interest of the City and not in violation of federal, state, or local law
- E) Public Art to adorn public buildings and property in the City of Independence, an amount equal to 1% of the estimated cost of construction, reconstruction, or remodeling of a Municipal building pursuant to City Resolution Bill No. 17-746

14) Grants and Federal Funding

Purchases made with grant funds or federal funding must follow the guidelines of the grant as well as the Procurement Policy, City Code, and City Charter where applicable. Purchases made with the assistance of federal funding will also require the contracting firm to provide documentation the firm is not suspended or debarred from transactions as recorded by the System Award Management (SAM) Exclusions database at <https://www.sam.gov/SAM/>. Recognition that the firm to be awarded is not on the exclusion list will be a condition for being granted an award.

The City will adhere to all provisions as a sub-recipient of the state, Federal Regulations §§200.318 General procurement standards through 200.326 Contract provisions. The City will also include verbiage in solicitations that sub-recipients will also be subject to Federal regulation 2 CFR 200.330, and will also be responsible for adherence to applicable Federal program requirements specified in the Federal award.

The methods of procurement acceptable under Federal regulation 2 CFR 200.320 are:

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§ 200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present;

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.

Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of;
and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The Non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The Non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

Solicitation using federal funding will contain clear and accurate descriptions of the technical requirements of the material, product or service. When not practicable or economical, a brand name or equivalent can be used to describe the performance or other requirements.

15) Sustainable Purchasing

It is the general policy of the City to support the purchase of products that will minimize negative environmental, health, and social impacts of City operations and support markets for sustainably produced products. Consideration of the full life cycle cost of a good or service is encouraged. Purchase of these products is preferred whenever they perform satisfactorily and are available at a reasonable price.

16) Technology Purchasing

Technology solutions present unique risks that must be managed appropriately to ensure security, quality, and interoperability while managing overall technology spend. The Technology Services Division owns managing risks associated with all City technology and must provide review and approval prior to all technology purchases.

17) Term and Supply Contracts

Generally issued for more than one year, term and supply contracts are established by the Procurement Division through competitive solicitations to eliminate recurring and redundant solicitation and to take advantage of economies of scale.

18) Change Orders

- A) Used to delete, substitute, or add items or services and to increase or decrease pricing
- B) All changes must be authorized by the Procurement Manager prior to vendor notification
- C) Change orders that exceed \$100,000 or the amount allowed for change already approved by City Council require additional City Council approval

19) Emergency Purchases

An emergency purchase is made to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow for normal procurement procedures. All emergency purchases must be authorized by the Department Head and the City Manager. Some examples are:

- A) The operation of the department would be seriously hampered
- B) The protection or preservation of public property would not be possible by following normal procedures
- C) A major project's timeline does not allow for normal procedures in order to be completed

20) Signature Authority

- A) City Manager or designee has the authority to sign contracts
- B) Procurement Manager or designee as delegated by the City Manager
- C) Finance and Administration Director or designee as delegated by the City Manager

21) Right of Protest

- A) The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities, with a dollar value of \$50,000 or less, within five (5) business days of the bid opening. For purchases over \$50,000, a Notice of Intent to Award will be posted on the City's e-solicitation website. Any protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor the e-solicitation website provider shall be responsible for directly notifying

bidders of the Notice of Intent to Award

- B) Protests must be received in the office of the Procurement Manager and must contain the following information:
 - 1. Company name, address, phone number and signature of the authorized representative
 - 2. Solicitation number
 - 3. Detailed statement describing the grounds for the protest
 - 4. Supporting evidence or documents to substantiate the claim
- C) The Director of Finance and Administration will review the information provided and he/she or designee will issue a written decision within five (5) business days of receipt of the protest; this decision shall be final

22) Procurement Cards (P-card)

An optional method of payment for the City for purchases under \$10,000. The P-card may be used as long as processing fees are not added that may increase the total price of the purchase.

23) Vendor Self Service (VSS)

To do business with the City, all vendors must set up an account in the financial system through the VSS portal at URL <https://independencemo.munisselfservice.com>. All purchase orders, contracts, and other supporting documents are filed in the financial system for the vendor so access.

24) Surplus, Scrap, Obsolete Property

Property purchased with City funds that is no longer functional in its current role that requires redistribution, disposal, or scrapping

- A) Non-Fleet Surplus – The Procurement Division will evaluate non-fleet surplus and determine method of disposition
- B) Fleet Surplus – Departments shall work through the Municipal Services Department to determine changes in fleet assets
 - 1. The Municipal Services Department will determine the value of fleet surplus for transfer to another department
 - 2. Fleet surplus that is not transferred to another department shall be surrendered to the Procurement Division for disposal
- C) Donation – Surplus may be donated to a not-for-profit, government agency, or utility that makes a written request for specific surplus goods
- D) Trade-in – surplus assets may be traded in on new assets
- E) Service weapons – Retiring Police officers may purchase their service weapon with a letter of recommendation from Police command staff

25) Ethics

The Procurement Division subscribes to the Code of Ethics of the NIGP-The Institute for Public Procurement and believes that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization.

- A) Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization
- B) Believes in the dignity and worth of the service rendered by the organization,

and the societal responsibilities assumed as a trusted public servant

- C) Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served
- D) Believes that personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable
- E) Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved
- F) Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions
- G) Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts
- H) Resists encroachment on control of personnel in order to preserve integrity as a professional manager
- I) Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics
- J) Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination
- K) Subscribes to and supports the professional aims and objectives of NIGP-The Institute for Public Procurement

Appendix A – City of Independence Charter

Section 5.2	Conflicts of Interest.
Section 5.4	Code of Ethics.
Section 8.11	Contracts and expenditures prohibited, when.

Section 5.2. Conflicts of Interest. The use of public office for private gain is prohibited. The city council shall implement this prohibition by ordinance, the terms of which shall include, but not be limited to: acting in an official capacity on matters in which the official has a private financial interest clearly separate from that of the general public; the acceptance of gifts and other things of value; acting in a private capacity on matters dealt with as a public official; the use of confidential information; and appearances by city officials before other city agencies on behalf of private interests. This ordinance shall include a statement of purpose and shall provide for reasonable public disclosure of finances by officials with major decision-making authority over monetary expenditures and contractual and regulatory matters and, insofar as permissible under state law, shall provide for fines and imprisonment for violations.

Section 5.4. Code of Ethics. The City Council, by ordinance, shall adopt a code of ethics which shall be binding upon all City officials and employees, and shall appropriate sufficient funds for its enforcement. The Code of ethics may be updated from time to time as deemed necessary by the Council.

Section 8.11. Contracts and expenditures prohibited, when. No department, officer, employee, or agency of the city government shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money, for any purpose, in excess of the amounts appropriated or authorized and available for that general classification of expenditure. Any contract made in violation of this charter shall be null and void.

Nothing in this section shall prohibit the making of contracts or the spending of money for public improvements to be financed in whole or in part by the issuance of bonds after the issuance of said bonds has been duly authorized, or for public improvements to be financed in whole or in part by special assessments on benefited real property after said improvements have been duly authorized; nor the making of contracts of lease or for services for a period exceeding the fiscal year in which such contract is made, when such contract is not prohibited by applicable law or ordinance.

Appendix B – City Code of Ordinances

Chapter 8, Article 6, Section 001-007 & 013-015

Chapter 20, Article 4

CHAPTER 8. ARTICLE 6. PURCHASES AND SALES

Sec. 8.06.001. "Contractual labor and services" defined.

"Contractual labor and services," as used in this article, shall mean labor and services performed for the City by persons not in the employment of the City, and may include the use of equipment or the furnishing of commodities in connection with said labor and services under express or implied contract. Contractual labor and services shall include transportation of personnel (travel); freight; express; parcel post; postage; repairs, alterations and maintenance of buildings, equipment, streets, and bridges, and other physical facilities of the City; provided that "contractual labor and services" as used in this article shall not include contracts for public improvements referred to in Section 11.6 of the City Charter.

Sec. 8.06.002. Purchases—How made—Requisitions—Certification of funds.

All purchases of supplies, material, equipment, contractual labor, services, and insurance for the offices, departments, and agencies of the City government, shall be made in accordance with purchase authorizations issued by the City Procurement Manager who also may be called the City Purchasing Agent and either title may be used within this City Code, pursuant to Section 3.35 of the City Charter.

Except as otherwise provided in Section 8.06.006, a purchase shall be made only when the head of the office, department, or agency whose appropriation is to be charged issues a written requisition therefore, and the Director of Finance or his/her authorized agent certifies that there is an unencumbered balance of funds appropriated or authorized and available therefore, as provided by Section 3.34 of the City Charter, and after said written requisition has been approved by the Director of Finance and said approval duly endorsed thereon.

Sec. 8.06.003. Competitive bidding.

Except as provided in Section 8.06.004, bids shall be obtained as set out below:

A. Commodities.

1. Formal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, wherein the consideration to be paid is estimated to be more than One-Hundred Thousand Dollars (\$100,000.00), except as otherwise provided in Section 8.06.004 immediately below, the City Procurement Manager shall submit to at least three (3) persons, firms, or corporations dealing in and able to supply the same, or to a smaller number if there are not three (3) dealing in and able to supply the same, specifications and an invitation to bid, to give them an opportunity to bid. The bid shall be announced as appropriate through Internet, print media or any other means of publicly making the solicitation known to potential bidders. All bids shall be sealed and shall be opened in public at a designated time and place, and bids shall be received up to the time designated for the opening of bids. The Procurement Manager may repeatedly reject all bids

and again may resubmit to the same or other persons, firms, or corporations and follow the procedures identified above. The Procurement Manager shall purchase from the bidder whose bid is more advantageous to the City, considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its sub-contractors or suppliers, specifically including any City contracts within the immediate past five years, and the preferences set out below. The contract shall be reported to and approved by the City Council prior to award.

2. Informal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, services, insurance or any sale of surplus, obsolete, or unused property is made, wherein the consideration to be paid is One-Hundred Thousand Dollars (\$100,000.00) or less, the City Procurement Manager shall obtain competitive bids by an informal method, including written, verbal, telephone, Internet, or fax quotations or any other method that establishes competition. The Procurement Manager may repeatedly reject all bids and again may resubmit to the same or other persons, firms or corporations. The purchase will be made from the bidder whose bid is most advantageous to the City considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its subcontractors or suppliers, specifically including any City contracts within the immediate past five years, the preferences set out below, and any other factors which deem it to be best bid. City Manager approval is required for contracts or purchases of Fifty Thousand Dollars (\$50,000) or more. Council approval is not required for contracts under One-Hundred Thousand Dollars (\$100,000) or for the renewal of contracts, when the requested price increase does not exceed the renewal period increase established in the original agreement.

- B. Professional Services. Businesses which require a State or Federal professional license or certification shall be considered professional services. Competition will be required for professional services that exceed \$100,000. The Procurement Manager will utilize Request for Proposals (RFPs) or Requests for Qualifications (RFQs) when procuring professional services where factors other than cost must be considered in the evaluation process. Examples include, but are not limited to, architects, engineers, insurance brokers and companies, and attorneys. RFPs and RFQs will be announced on the Public Notice Board in City Hall and as appropriate through the Internet, print media or any other means of publicly making the solicitation known to potential bidders or proposers. If the contract amount exceeds Fifty Thousand Dollars (\$50,000.00), it shall be reported to, and approved by, the City Manager prior to award. Council approval is ~~not~~ required for contracts of One-Hundred Thousand (\$100,000) or more or for the renewal of contracts, when the requested price increase exceeds the renewal period increase established in the original agreement.
- C. Public Improvement Projects. Public improvement projects shall be processed through the Procurement Division using the processes identified in section A.1. and A.2., and in conformance with procedures set out in Chapter 20 of this City Code. If the contract amount exceeds Fifty Thousand Dollars (\$50,000.00), it shall be reported to, and approved by, the City Manager prior to award. City Council approval is required for contracts of One-Hundred Thousand Dollars (\$100,000) or

more or for the renewal of contracts, when the required price increase does not exceed the renewal period increase established in the original agreement.

D. Change Orders. For contracts up to Fifty Thousand (\$50,000.00), or ten percent (10%) of the original contract amount if in excess of One-Hundred Thousand Dollars (\$100,000), the City Manager is authorized to issue change orders.

E. Preferences. In awarding a bid, the Procurement Manager shall consider the following preferences:

1. United States Products. Manufactured goods or commodities shall be purchased which have been manufactured, assembled or produced in the United States, unless: (a) the purchase, lease or contract involves an expenditure of less than Ten Thousand Dollars (\$10,000); (b) only one component of a particular good or product is manufactured, assembled or produced in the United States; (c) the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or (d) obtaining the specified products manufactured, assembled or produced in the United States would increase the contract by more than ten percent (10%).
2. Missouri Products. Materials, products, supplies, provisions and other needed articles shall be purchased which are produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the State and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided, however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.
3. When entering into any contract which exceeds \$300,000 involving labor or hiring any labor for public contract work, preference may be given to contractors, mechanics, artisans or other laborers of any class, who shall have actually resided in Jackson County, for a period of six months preceding the start of their engagement.
 - a. A contract or purchase may be awarded to a bidder utilizing local labor where the bid by such bidder is, in all material respects, comparable to the lowest responsible bid not utilizing local labor if the amount bid (labor, materials, and other services) by such bidder does not exceed the lowest bid not utilizing local labor by more than the following percentages, unless such an award is contrary to State or Federal law or regulation or unless the Council, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:
 - \$0 to \$300,000 — No preference.
 - \$300,000 to \$1,000,000 — 5 percent on the first \$300,000 and no adjustment for the amount between \$300,000 and \$1,000,000.
 - \$1,000,000 and Greater — 5 percent higher on the first \$300,000 and 2.5 percent on amount between \$300,000 and \$1,000,000.
 - No additional adjustment for amounts in excess of

\$1,000,000.

The amount of any preference awarded will be based on the maximum preference awarded for size of the contract multiplied by the percentage of local labor compared to the total labor for the work.

- F. Contractor Qualifications. All contractors bidding on construction contracts which exceed \$300,000.00 with the City of Independence shall meet qualification standards prior to acceptance of any contract.

The City shall investigate and examine the qualifications of all contractors and, upon determining that a contractor meets the requirements of this policy and is in all respects responsible, qualified and competent for the class, character and magnitude of the work which the applicant proposes or intends to perform under this proposed contract shall then be determined to be qualified to be awarded a contract.

In determining the acceptability of a contractor for the purpose of qualification, the City shall investigate and consider at least the following:

- Financial responsibility.
- The character, quality and availability of the contractor's equipment
- The performance record of the contractor in the performance of other contracts for public or private improvements.
- The nature and extent of other contract commitments involving the use of contractor's machinery, equipment and personnel.
- The reputation for reliability and integrity.
- History of compliance with applicable State and Federal laws.
- Compliance with MBE/WBE Policies.
- The source of any labor involved in the project.
- Any other fact which would materially affect the ability of the applicant to properly, adequately, expeditiously and satisfactorily perform such work as might be awarded to such contractor.

To be determined qualified the contractor must provide or participate in each of the following for the benefit of its employees and in addition, the contractor will certify that all subcontractors under their control will comply with the following:

1. An ERISA-qualified medical welfare benefit plan or health insurance in some form.
2. A training program approved by and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training or equivalent.
3. An ERISA-qualified pension plan or a retirement benefit program
Under no circumstances shall a contractor be qualified who fails to provide or participate in any of the aforementioned programs.

The City Manager may require such documentation or verification by the person or firm claiming to be using local labor as is deemed necessary to establish the requirements.

Sec. 8.06.004. When competitive bidding is not required.

In the following cases, competitive bidding shall not be required if, in the judgment of the Procurement Manager, a lower price cannot be obtained by requiring competitive bids:

1. Where the cost of supplies, materials, equipment, contractual labor, services, or insurance does not exceed Ten Thousand Dollars (\$10,000).

2. Where there is only a sole source that possesses the unique and singularly available capability to meet the requirement of the procurement as determined by the Procurement Manager; or a single source that is proprietary to existing commodities, equipment, or services as determined by the Procurement Manager.
3. Where supplies, materials, equipment, contractual labor, services, or insurance purchases from another unit of government at a price deemed below that obtainable from private dealers, including war surplus.
4. Where supplies, materials, equipment, contractual labor, insurance and services are purchased through bids established by a government purchasing entity or cooperative. The cooperative bids used will have been established pursuant to RSMo 70.220 or generally accepted governmental purchasing practices through the competitive bidding process. Purchases by this method shall be exempt from Section 8.06.003 of the City Code. If the contract amount exceeds One-Hundred Thousand Dollars (\$100,000), it shall be reported to, and approved by, the City Council prior to award.

Sec. 8.06.005. Prohibition against splitting contracts.

The splitting or dividing of contracts and purchases for the purpose of evading requirements of Section 8.06.003 of this article shall not be permitted, and any such contracts or purchases so made evidencing such purpose shall be void.

Sec. 8.06.006. Emergency purchases.

The City Manager or a delegated representative may declare an emergency regarding the purchase of appropriated supplies, materials, equipment, contractual labor, services, or insurance, and the same may be purchased without compliance with the requirements of Section 8.06.002, Section 8.06.003 or Section 8.06.004 above when deemed important to public life, health, welfare, or safety of the City. Purchase of appropriated items in an amount in excess of \$50,000.00, made under the provisions of this section shall be reported to the City Council at a formal Council meeting.

Sec. 8.06.007. Transfer and sale of City property.

The City Procurement Manager may sell, trade-in, junk, donate, or otherwise dispose of surplus, obsolete, or unused property, or transfer the same from one office, department, or agency of the City to another upon the written approval of the directors of the offices, departments, or agencies concerned, and upon written approval of the Finance Director and City Manager or their designated representative. Transfers of property between departments will require proper reallocation of funds by the Finance Department.

1. Sales under this section shall be made to the highest responsible bidder at public auction or in conformance with Section 8.06.003 or Section 8.06.004 hereof, as applicable. Sales may be made to other units of government or public utilities without adherence to bidding requirements.

Sec. 8.06.013. Affidavits to be filed.

All persons, firms, and corporations furnishing materials of any kind or character, including, but not limited to, supplies, materials, equipment, contractual labor and services, and insurance to the City, and contractors furnishing materials or doing public work for the City, shall be required to file written affidavits stating that no elected or appointed officer is financially interested, directly or indirectly, in the sale or purchase of said supplies, materials, equipment, contractual labor and services, and insurance required by the City.

Sec. 8.06.014. Penalty for false affidavit, etc.

Every person, firm, or corporation engaged in the business set out in Section 8.06.012 who shall make a false affidavit as to the interest of such elected or appointed officer of the City, shall be deemed guilty of a misdemeanor and shall be punished by a fine of not less than Two-Hundred Dollars (\$200.00) nor more than Five-Hundred Dollars (\$500.00), and any contract or agreement made or entered into in violation of this article shall be terminated by the City, and the person so offending shall be held liable for any damage sustained by the City by reason of the termination of said contract or agreement.

Sec. 8.06.015. Occupation license checked.

- A. The Procurement Manager will be provided with a current listing of licensed businesses on a monthly basis and will notify the Licensing Division of any business requiring an Independence occupation license that has otherwise met the requirement for bid award and does not appear to be licensed.
- B. Bids will be awarded to those businesses required to be licensed to do business in Independence under provisions of Chapter 5 of this City Code only after they have properly secured an occupation license.

CHAPTER 20. ARTICLE 4. BIDS ON MUNICIPAL SERVICES PROJECTS

Sec. 20.04.001. - Advertisement.

Whenever public advertisement of a notice to bidders is required by ordinance or the laws of the State of Missouri, unless otherwise provided in this Code, the invitation to bid will be published on the City's website.

Sec. 20.04.002. - Additional notification requirements.

In addition to advertisement on the City website, an additional advertisement will be placed in a legal publication newspaper accessible to the contractor community if newspaper advertisement is required by a partnering organization as a means of receiving financial assistance at the state or federal level.

Sec. 20.04.003. - Preferences.

Each invitation to bid shall include a statement that reflects the preferences and vendor qualification provisions set out in Section 8.06.003 of the City Code and include a provision for local vendor preference stating licensed businesses operating from a physical address in six months within the City of Independence when quality, service and other terms of the purchases are equal to or better than the low bid shall be given a preference of ten percent over the low bid, provided that the difference between the low bid and the local bid does not exceed \$30,000.00 maximum.

Sec. 20.04.004. - Fee for plans and specifications.

Plans and specifications, prepared for bidders, can be downloaded from the City's procurement website. There will be no fee for the bidder to download these plans.

Sec. 20.04.005. - Where bids to be deposited.

Bidders will be required to submit their sealed bids on a public improvements project to the City's procurement website at the time and under the conditions prescribed in the request for bid and the public notices inviting bids.

Sec. 20.04.006. - Bid opening procedure.

Bids shall be opened at the prescribed time and location as specified in the invitation to bid and said bid opening shall be open to the public. All bids shall be read aloud, and a bid tabulation shall be prepared. A copy of the bid tabulation shall be provided to any bidder upon request.

All bids received at or prior to the stated bid opening time will be opened. All bids received after the stated bid opening time will be returned unopened, when feasible.

Sec. 20.04.007. - Debarment or suspension.

Except to the extent prohibited by law, persons who are debarred or suspended by the City or the State of Missouri shall be excluded from bidding, and shall not be awarded contracts for public infrastructure for the City of Independence, in accordance with the provisions of Chapter 8 of the City Code.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-090 **1R** An ordinance exempting the City of Independence from temporary extended hours for selling, serving, and allowing consumption of intoxicating liquor within the City of Independence during the 2026 FIFA World Cup. **1R**

Recommendations:

Staff recommends that the Council adopt an ordinance opting out of the extended liquor service hours, while still allowing businesses to operate 24 hours a day from June 11 to July 19, 2026.

Background:

On May 9, 2025, the Missouri House passed House Bill 1041, which includes a provision allowing extended hours for the sale and consumption of intoxicating liquor by the drink during the 2026 FIFA World Cup. From June 11 to July 19, 2026, licensed establishments may operate 24 hours a day and serve alcohol between 6:00 a.m. and 5:00 a.m. the following day. This temporary extension applies to all licensed areas within a licensed establishment, and no new application is required for existing licensees. Normally, RSMo Ch. 311 requires that licensed establishments can only serve and sell alcohol from 6:00 a.m. to 1:30 a.m. daily.

Local governing bodies may opt out or modify these extended hours during the 2026 FIFA World Cup by ordinance, provided the revised hours are no shorter than their standard permissible hours and do not exceed the temporary state allowance.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact with this ordinance.

Council Action:

**Department /
Contact**

City Manager /

REVIEWERS

Melissa Cabrera

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance - World Cup Liquor Hours Opt Out
2. 2115H.01P

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE EXEMPTING THE CITY OF INDEPENDENCE FROM TEMPORARY EXTENDED HOURS FOR SELLING, SERVING, AND ALLOWING CONSUMPTION OF INTOXICATING LIQUOR WITHIN THE CITY OF INDEPENDENCE DURING THE 2026 FIFA WORLD CUP.

WHEREAS, the City of Independence, Missouri regulates by Ordinance the hours that permitted liquor by the drink at retail for consumption on the premises licensees may sell, serve, or permit consumption of intoxicating liquor; and

WHEREAS, Section 311.2026, RSMo. authorizes a temporary extension of such hours during the period of the 2026 FIFA World Cup and allows cities to opt out of such temporary extension of hours; and

WHEREAS, the City Council desires to opt out of the temporary extension of hours available for permitted liquor by the drink at retail for consumption on the premises licensees to sell, serve, and allow consumption of intoxicating liquor during the 2026 FIFA World Cup; and

WHEREAS, Section 311.2026, RSMo. authorizes permitted liquor by the drink at retail for consumption on the premises licensees to temporarily operate for twenty-four hours a day during the period of the 2026 FIFA World Cup.

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

SECTION 1. Pursuant to Section 311.2026.4, RSMo., the City of Independence hereby exempts itself by ordinance from the provisions of Section 311.2026, RSMo. relating to the extension of hours for permitted liquor by the drink at retail for consumption on the premises licensees to sell, serve, or permit consumption of intoxicating liquor during the period of the 2026 FIFA World Cup.

SECTION 2. The City of Independence does hereby allow permitted liquor by the drink at retail for consumption on the premises licensees to operate for twenty-four hours a day during the period of the 2026 FIFA World Cup, subject to all applicable State laws and City ordinances.

SECTION 3. This Ordinance shall be in effect beginning on June 11, 2026 through July 19, 2026.

SECTION 4. The City Clerk is hereby authorized to correct any scrivener's errors contained within this Ordinance.

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

FIRST REGULAR SESSION

[PERFECTED]

HOUSE BILL NO. 1041

103RD GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE DIEHL.

2115H.01P

JOSEPH ENGLER, Chief Clerk

AN ACT

To repeal sections 311.332, 311.355, and 311.520, RSMo, and to enact in lieu thereof four new sections relating to alcoholic beverages.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Sections 311.332, 311.355, and 311.520, RSMo, are repealed and four new
2 sections enacted in lieu thereof, to be known as sections 311.332, 311.355, 311.520, and
3 311.2026, to read as follows:

311.332. 1. It shall be unlawful for any wholesaler licensed to sell intoxicating liquor
2 and wine containing alcohol in excess of five percent by weight to persons duly licensed to
3 sell such intoxicating liquor and wine at retail, to discriminate between retailers or in favor of
4 or against any retailer or group of retailers, directly or indirectly, in price, in discounts for
5 time of payment, or in discounts on quantity of merchandise sold, or to grant directly or
6 indirectly any discount, rebate, free goods, allowance or other inducement, excepting a
7 discount not in excess of one percent for quantity of liquor and wine, and a discount not in
8 excess of one percent for payment on or before a certain date. The delivery of manufacturer
9 rebate coupons by wholesalers to retailers shall not be a violation of this subsection.

10 2. Manufacturers or wholesalers shall be permitted to donate or deliver or cause to be
11 delivered beer, wine, or brandy for nonresale purposes to any unlicensed person or any
12 licensed retail dealer who is a charitable or religious organization as defined in section
13 313.005 or educational institution, at any location or licensed premises, provided, such beer,
14 wine, or brandy is unrelated to the organization's or institution's licensed retail operation. A
15 charge for admission to an event or activity at which beer, wine, or brandy is available

EXPLANATION — Matter enclosed in bold-faced brackets **[thus]** in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

16 without separate charge shall not constitute resale for the purposes of this subsection. Wine
17 used in religious ceremonies may be sold by wholesalers to a religious organization as
18 defined in section 313.005. Any manufacturer or wholesaler providing nonresale items shall
19 keep a record of any deliveries made pursuant to this subsection.

20 3. Manufacturers, wholesalers, retailers and unlicensed persons may donate wine,
21 **beer, malt liquor, or spirits**, in the original package to a charitable or religious organization
22 as defined in section 313.005 or educational institution for the sole purpose of being
23 auctioned **or raffled** by the organization or institution for fund-raising purposes, provided the
24 auction **or raffle** takes place on a retail-licensed premises and all proceeds from the sale go
25 into a fund of an organization or institution that is unrelated to any licensed retail operation.

311.355. 1. Manufacturers of intoxicating liquor other than beer [~~or wine~~] shall be
2 permitted to offer consumer cash rebate coupons as provided in this subsection:

3 (1) Consumer cash rebate coupons may be published or advertised by manufacturers
4 in newspapers, magazines and other mass media;

5 (2) Coupon advertisements may list the amount of the cash rebate, but not the retail
6 price of the intoxicating liquor after the rebate;

7 (3) Applications for cash rebates must be made directly from the consumer to the
8 manufacturer, and not through retailers or wholesalers;

9 (4) Cash rebates must be made directly to consumers by manufacturers;

10 (5) Wholesalers and manufacturers may deliver cash rebate coupons to retailers,
11 either for distribution at the point of sale or in connection with packaging.

12 2. Manufacturers of intoxicating liquor including beer and wine may offer coupons
13 redeemable for nonalcoholic merchandise, except that such redeemable coupons must be
14 made available without a purchase requirement to consumers at the point of sale, or by
15 request through the mail, or at the retailer's cash register. Redeemable coupons may be
16 published or advertised by manufacturers in newspapers, magazines and other mass media.
17 Advertisements must state that no purchase is required to obtain the nonalcoholic
18 merchandise and provide information on the procedure to obtain such merchandise. The
19 retail value of the nonalcoholic merchandise shall not be stated in the advertisement or on the
20 product. Wholesalers and manufacturers may deliver these redeemable coupons at the point
21 of sale or in connection with packaging.

311.520. 1. As used in this section, the following terms shall mean:

2 (1) "American brewery", the land and buildings located in the United States of
3 America where malt liquors are produced and packaged;

4 (2) "Foreign import malt liquor", malt liquor manufactured and imported from
5 outside the United States of America.

6 **2. For all tax years beginning on or before December 31, 2025,** as a charge for the
7 inspection and gauging of all malt liquors, the director of revenue shall collect the sum of one
8 dollar and eighty-six cents per barrel.

9 **3. For all tax years beginning on or after January 1, 2026, as a charge for the**
10 **inspection and gauging of malt liquors, the director of revenue shall collect the sum of**
11 **sixty-two cents per barrel for all malt liquors manufactured in an American brewery**
12 **and the sum of one dollar and eighty-six cents per barrel for all foreign import malt**
13 **liquor.**

14 **4. Every manufacturer, out-of-state solicitor, and wholesale dealer licensed**
15 **under this chapter shall make a true duplicate invoice of the same, showing the date,**
16 **amount and value of each class of such liquors shipped or delivered, and the country of**
17 **origin for all foreign import malt liquors and shall retain a duplicate thereof, subject to**
18 **the use and inspection of the director of revenue and supervisor of alcohol and tobacco**
19 **control and their representatives for two years.**

20 **5. The director of revenue and the supervisor of alcohol and tobacco control may**
21 **promulgate all necessary rules and regulations for the administration of this section.**
22 **Any rule or portion of a rule, as that term is defined in section 536.010, that is created**
23 **under the authority delegated in this section shall become effective only if it complies**
24 **with and is subject to all of the provisions of chapter 536 and, if applicable, section**
25 **536.028. This section and chapter 536 are nonseverable and if any of the powers vested**
26 **with the general assembly pursuant to chapter 536 to review, to delay the effective date,**
27 **or to disapprove and annul a rule are subsequently held unconstitutional, then the grant**
28 **of rulemaking authority and any rule proposed or adopted after August 28, 2025, shall**
29 **be invalid and void.**

311.2026. 1. For the purposes of this section, the term "FIFA World Cup
2 **Tournament" means the international soccer tournament that takes place every four**
3 **years and is organized by the Federation Internationale de Football Association.**

4 **2. Notwithstanding any other provisions of this chapter to the contrary, any**
5 **person or establishment possessing the qualifications and meeting the requirements of**
6 **this chapter that is licensed to sell intoxicating liquor by the drink at retail for**
7 **consumption on the premises in any city, county, district, or other political subdivision**
8 **in this state may, for the duration of the 2026 FIFA World Cup Tournament, beginning**
9 **on June 11, 2026, through July 19, 2026, operate twenty-four hours a day and sell, serve,**
10 **and allow for the consumption of alcoholic beverages between the hours of 6:00 a.m. and**
11 **5:00 a.m. of the following day. This temporary extension of service hours shall apply to**
12 **all licensed areas at a licensed establishment. The provisions of this chapter relating to**
13 **hours of operation, time of closing or opening, or hours of sale of intoxicating liquor by**

14 the drink at retail for consumption on the premises shall not apply to such licensees for
15 the duration of this temporary extension, except as provided under this section.

16 3. Licensees are not required to apply to the commission for approval and no
17 special temporary license or permit shall be required of any licensee for the purposes of
18 this temporary extension, subject to any local restrictions on hours of operation as
19 provided under subsection 4 of this section or additional conditions for compliance
20 under any applicable local laws, ordinances, rules, or regulations.

21 4. If any city, county, district, or other political subdivision in this state objects to
22 the extension of hours for licensees within its jurisdiction, the governing body of such
23 political subdivision may exempt itself by ordinance from the provisions of this section
24 or may modify by ordinance the hours applicable to such political subdivision for the
25 temporary period allowed by this section to be not less than the ordinary permissible
26 hours of service applicable to such political subdivision but not to exceed the hours
27 allowed under this section.

28 5. This section shall expire on July 20, 2026.

✓

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-091 **1R** An ordinance finding, determining and declaring the necessity of acquiring temporary construction easements for the Fairmount Loop Project (Project No. 112501); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights in conjunction with the project. **1R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will authorize City staff to proceed with the acquisition of easements for the Fairmount Loop Project (No. 112501).

The Fairmount Loop Project (No. 112501) will design and construct a shared-use path loop from US 24 Hwy northward on S. Ash Ave. to E. Kentucky Rd., westward on E. Kentucky Rd. to N. Arlington Ave., southward to E. Morrell Ave., and connecting southward to US 24 HWY along an existing shared-use path just east of Union Pacific Railroad.

Emergency Justification:**Fiscal Impact:**

The potential fiscal impact to the City is \$10,000. Funding for the Fairmount Loop Project (No. 112501) is included in the FY 2026 budget, on page number 192, in account number 112501-C-7051-5406.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Mike Jackson

Melissa Cabrera

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Fairmount Loop Easement Ordinance #112501
2. Fairmount Loop Project Limits

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING TEMPORARY CONSTRUCTION EASEMENTS FOR THE FAIRMOUNT LOOP PROJECT (PROJECT NO.112501); 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 temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the Fairmount Loop Project (No. 112501), 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 Fairmount Loop Project (No. 112501) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction easements for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 1

TEMPORARY EASEMENT DESCRIPTION:

A TRACT OF LAND IN LOT 14, MOUNT WASHINGTON, A SUBDIVISION OF LAND IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED BY

ANDREA N. WEISHAUBT PLS 2025003640 DATED AUGUST 29, 2025; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 14, ALSO KNOWN TO BE THE INTERSECTION OF RIGHT OF WAY FOR SOUTH LINE OF EAST KENTUCKY RD AND NORTH RIGHT OF WAY LINE OF SOUTH HOME AVE AND KNOWN TO BE THE INTERSECTION OF PROPERTY LINES FOR THE EAST LINE AND NORTH LINE OF SAID LOT 14 AS IT NOW EXISTS; THENCE S 02°45'16" WEST ALONG SAID EAST PROPERTY LINE ALSO KNOWN AS SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 87°14'30" WEST, A DISTANCE OF 89.27 FEET; THENCE NORTH 02°29'47" EAST TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF KENTUCKY ROAD ALSO KNOWN AS SAID NORTH PROPERTY LINE OF LOT 14, A DISTANCE OF 10.00 FEET; THENCE SOUTH 87°14'44" EAST ALONG SAID SOUTH RIGHT OF WAY LINE ALSO KNOWN AS SAID NORTH PROPERTY LINE OF LOT 14, A DISTANCE OF 89.31 FEET TO THE POINT OF BEGINNING.
CONTAINING 893.16 SQ FEET OR 0.02 ACRES MORE OR LESS.

Tract 2:

TEMPORARY EASEMENT DESCRIPTION:

A TRACT OF LAND IN LOT 78, FAIRMOUNT, A SUBDIVISION OF LAND IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED BY ANDREA N. WEISHAUBT PLS 2025003640 DATED AUGUST 29, 2025; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 78, ALSO KNOWN TO BE THE INTERSECTION WEST RIGHT OF WAY LINE OF SOUTH ASH AVENUE AND THE RIGHT OF WAY LINE OF EAST KENTUCKY ROAD ALSO KNOWN AS THE INTERSECTION OF THE EAST PROPERTY LINE OF SAID LOT 78 AND THE NORTH PROPERTY LINE OF SAID LOT 78 AS IT NOW EXISTS; THENCE SOUTH 01°42'09" WEST, ALONG SAID EAST PROPERTY LINE ALSO KNOWN AS SAID WEST RIGHT OF WAY LINE OF SAID LOT 78, A DISTANCE OF 10.00 FEET; THENCE NORTH 87°14'44" WEST, A DISTANCE 15.00 FEET, THENCE NORTH 01°42'09" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON SAID NORTH PROPERTY LINE OF SAID LOT 78, THENCE SOUTH 87°14'44" EAST ALONG SAID NORTH PROPERTY LINE OF SAID LOT 78, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 150.00 SQ FEET.

Tract 3:

TEMPORARY EASEMENT DESCRIPTION:

A TRACT OF LAND IN LOT 221, FAIRMOUNT, A SUBDIVISION OF LAND IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED BY ANDREA N.

WEISHAUBT PLS 2025003640 DATED AUGUST 29, 2025; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 221, ALSO KNOWN TO BE A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH ASH AVENUE AS IT NOW EXISTS; THENCE SOUTH 01°42'09" WEST, ALONG THE EAST LINE OF SAID LOT 221 AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE SOUTH 01°42'09" WEST, ALONG THE EAST LINE OF SAID LOT 221 AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°17'51" WEST, A DISTANCE OF 10.00 FEET, THENCE NORTH 01°42'09" EAST, A DISTANCE OF 20.00 FEET, THENCE SOUTH 88°17'51" EAST TO A POINT ON SAID WEST RIGHT OF WAY LINE AND EAST PROPERTY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 200.00 SQ FEET.

Tract 4

TEMPORARY EASEMENT DESCRIPTION:

A TRACT OF LAND IN LOT 221, FAIRMOUNT, A SUBDIVISION OF LAND IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED BY ANDREA N. WEISHAUBT PLS 2025003640 DATED AUGUST 29, 2025; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 221, ALSO KNOWN TO BE A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH ASH AVENUE AS IT NOW EXISTS; THENCE NORTH 01°42'09" WEST, ALONG THE EAST LINE OF SAID LOT 221 AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE NORTH 88°17'51" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 01°42'09" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°17'51" EAST TO A POINT ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET; THENCE SOUTH 01°42'09" WEST ALONG SAID EAST PROPERTY LINE OF SAID LOT 221 AND SAID WEST RIGHT OF WAY LINE; A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 200.00 SQ FEET.

Tract 5

TEMPORARY EASEMENT DESCRIPTION:

A TRACT OF LAND IN LOT 31, JACKSON LITHIA PLACE, A SUBDIVISION OF LAND IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED BY ANDREA N. WEISHAUBT PLS 2025003640 DATED AUGUST 29, 2025; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 31, ALSO KNOWN TO BE A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST KENTUCKY ROAD AS IT NOW EXISTS; THENCE NORTH 02°45'16" EAST, ALONG THE WEST RIGHT OF WAY OF SAID LOT 31, ALSO KNOWN AS THE EAST RIGHT OF WAY OF NORTH CEDAR AVENUE AS IT NOW EXISTS, A DISTANCE OF 2.27 FEET; THENCE SOUTH 87°37'39" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 31; THENCE SOUTH 02°45'16" WEST, ALONG SAID WEST PROPERTY LINE, A DISTANCE OF 2.67 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF E KENTUCKY ROAD; THENCE NORTH 87°14'44" WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF SAID LOT 31, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 148.20 SQ FEET

Tract 6

TEMPORARY EASEMENT DESCRIPTION:

A TRACT OF LAND IN LOT 32, JACKSON LITHIA PLACE, A SUBDIVISION OF LAND IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED BY ANDREA N. WEISHAUBT PLS 2025003640 DATED AUGUST 29, 2025; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 32, ALSO KNOWN TO BE A POINT ON THE NORTH RIGHT OF WAY LINE OF KENTUCKY ROAD AS IT NOW EXISTS; THENCE NORTH 87°14'44" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID LOT 32, A DISTANCE OF 50.00 FEET; THENCE NORTH 02°45'16" EAST, ALONG THE WEST PROPERTY LINE OF SAID LOT 32, A DISTANCE OF 5.00 FEET; THENCE SOUTH 87°14'44" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 02°45'16" WEST, ALONG SAID EAST PROPERTY LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 250.00 SQ FEET

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 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 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 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 temporary construction and 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:

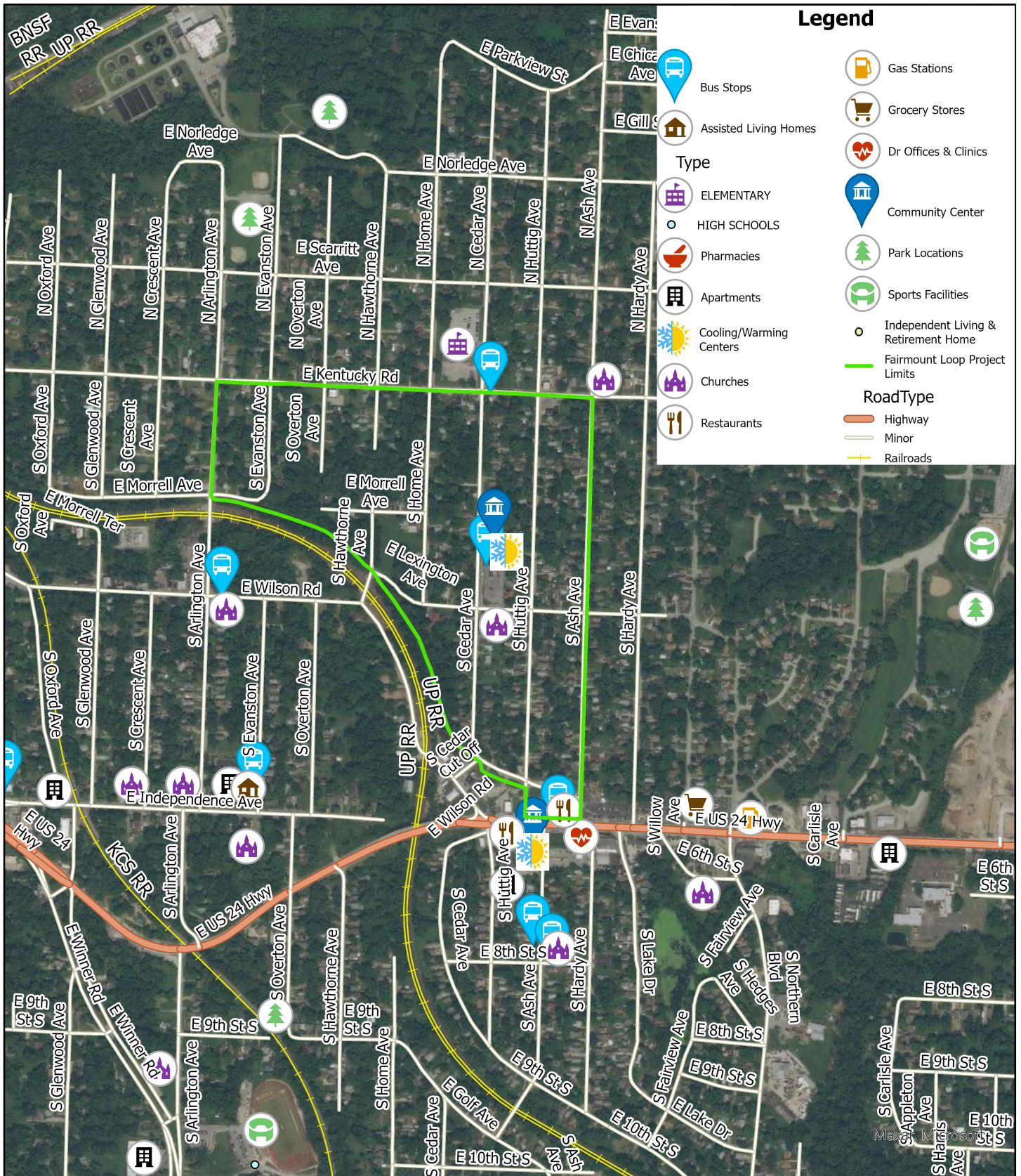
City Counselor

REVIEWED BY:

City Manager

Fairmount Loop Project Limits

0 0.07 0.15 0.3 Miles



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-092 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to community gardens. **1R**

Recommendations:

Commissioner O'Neill made a motion to recommend approval. A second was made by Commissioner Young. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed, and such the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:**PROJECT DESCRIPTION:**

The City proposes Amendment #76 to the Unified Development Ordinance (UDO) to amend the Community Garden regulations.

BACKGROUND & HISTORY:

In March 2011, the City Council amended the UDO to include regulations pertaining to Community Gardens. These regulations were developed in cooperation with neighborhood groups and the City's Health Department to address access to food, community beautification, enhancing a sense of community as well as increasing educational opportunities.

The current regulations allow the storage of tools and equipment in a storage building. The proposed amendment would allow other activities associated with the community garden to take place such as community building and educational activities.

This amendment is in keeping with the original intent of the Community Garden regulations. It is worth noting that safeguards (i.e., minimum building setbacks, maximum size, etc.) are still in place to mitigate any potential negative effects.

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 25-175-05 Amend #76 Community Garden PDF
2. Ordinance 25-175-05 Amend #76 Community Garden Word Doc
3. Staff Report Community Garden UDO Amendment
4. 14-417 - COMMUNITY GARDEN

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO COMMUNITY GARDENS.

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 September 9, 2025, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 7-0; 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 14-417-03 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

”14-417-03 Structures

Structures utilized for the storage of gardening materials **and other activities associated with the community garden** shall be permitted. All structures shall be set back a minimum of five feet from any interior side and rear property line. All structures shall be set back from an exterior property line equal to the street setback for that zoning district. The combined area of all structures shall not exceed 15 percent of the community garden site lot area.”

SECTION 2. That Section 14-417-12 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“ 14-417-12 Fencing

A fence may be constructed up to the property line. Fences shall consist of black vinyl-coated chainlink and shall not exceed ~~four~~ six feet in height.”

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 COMMUNITY GARDENS.

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 September 9, 2025, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 7-0; 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 14-417-03 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

”14-417-03 Structures

Structures utilized for the storage of gardening materials **and other activities associated with the community garden** shall be permitted. All structures shall be set back a minimum of five feet from any interior side and rear property line. All structures shall be set back from an exterior property line equal to the street setback for that zoning district. The combined area of all structures shall not exceed 15 percent of the community garden site lot area.”

SECTION 2. That Section 14-417-12 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“ 14-417-12 Fencing

A fence may be constructed up to the property line. Fences shall consist of black vinyl-coated chainlink and shall not exceed ~~four~~ six feet in height.”

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: September 9, 2025,

STAFF: Tom Scannell, Community Development Director

PROJECT NAME: UDO Amendment #76

CASE NUMBER / REQUEST: Case 25-175-05 – UDO Amendment #76 – Community Garden – A request to amend the Unified Development Ordinance relating to Community Gardens.

APPLICANT: City of Independence

PUBLIC NOTICE:

- Public notice published in Independence Examiner – August 23, 2025

FURTHER ACTION:

Following action by the Planning Commission, this UDO Amendment is scheduled for first reading by City Council on October 6, 2025 and the public hearing/second reading on October 20, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of the proposed amendment to the Unified Development Ordinance.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

The City proposes Amendment #76 to the Unified Development Ordinance (UDO) to amend the Community Garden regulations.

BACKGROUND & HISTORY:

In March 2011, the City Council amended the UDO to include regulations pertaining to Community Gardens. These regulations were developed in cooperation with neighborhood groups and the City's Health Department to address access to food, community beautification, enhancing a sense of community as well as increasing educational opportunities.

The current regulations allow the storage of tools and equipment in a storage building. The proposed amendment would allow other activities associated with the community garden to take place such as community building and educational activities.

This amendment is in keeping with the original intent of the Community Garden regulations. It is worth noting that safeguards (i.e., minimum building setbacks, maximum size, etc.) are still in place to mitigate any potential negative effects.

EXHIBITS

1. Section 14-417 Community Garden

14-417 COMMUNITY GARDEN

14-417-01 Applicability

The standards of this section apply to community gardens.

14-417-02 Sales

Retail sales shall be prohibited on the community garden site, except for the sale of produce grown in the community garden.

14-417-03 Structures

Structures utilized for the storage of gardening materials and other activities associated with the community garden shall be permitted. All structures shall be set back a minimum of five feet from any interior side and rear property line. All structures shall be set back from an exterior property line equal to the street setback for that zoning district. The combined area of all structures shall not exceed 15 percent of the community garden site lot area.

14-417-04 Storage

All chemicals and fuels shall be stored in an enclosed, locked structure when the site is unattended.

14-417-05 Reside

Community garden group members shall not reside on the community garden site.

14-417-06 Hours of operation

Hours of operation shall be restricted to between dawn to dusk. Community gardens shall adhere to the noise standards of the Independence City Code.

14-417-07 Parking

No parking shall be required for community gardens on lots located on streets where on-street parking is permitted. For community gardens on lots located on streets where on-street parking is not permitted on either side of the street, a minimum of one on-site parking space shall be provided for every 15,000 square feet of lot area. All off-street parking areas shall comply with the construction specifications in the Design and Construction Manual of the City Code.

14-417-08 Setbacks

Cultivated areas shall not encroach onto adjacent properties. All cultivated areas shall be set back a minimum of three feet from the property line.

14-417-09 Signs

One permanent sign shall be permitted. Such sign shall be limited to four square feet in area per side and not exceed four feet in height.

14-417-10 Run off

The site shall be designed and maintained so that chemicals and water will not drain onto adjacent property.

14-417-11 Composting

Compost shall be permitted in appropriate composting containers. All containers shall be set back a minimum of five feet from any interior side and rear property line.

14-417-12 Fencing

A fence may be constructed up to the property line. Fences shall consist of black vinyl-coated chainlink and shall not exceed ~~four~~ six feet in height.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-093 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code to allow electronic message signs in the ARTS District. **1R**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval. A second 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 – Yes

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed, and such the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:**PROJECT DESCRIPTION:**

The City proposes Amendment #77 to the Unified Development Ordinance (UDO) to amend the ARTS District regulations to allow electronic message signs.

BACKGROUND & HISTORY:

In September 2010, the City Council amended the UDO to add the ARTS District to the UDO. In September 2011, the City Council approved Ordinance No. 17795 rezoning the area along Winner Road from Sterling to Ralston Avenue to ARTS District.

At the time of the 2010 UDO amendment, electronic message signs were prohibited in the ARTS District. In September 2021, the City of Independence amended the electronic message sign to modernize the regulations utilized by the city and represent the best practices of other communities and the sign industry.

The proposed amendment would allow electronic message signs in the ARTS District subject to approval by the Planning Commission of a special sign permit and subject the electronic message sign to regulations of 14-504-14-H.

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 25-175-06 Amend #77 ARTS District EMC Sign PDF
2. Ordinance 25-175-06 Amend #77 ARTS District EMC Sign Word Doc
3. Staff Report ARTS District EMC UDO Amendment
4. 14-910-03 Sign requirements

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE TO ALLOW ELECTRONIC MESSAGE SIGNS IN THE ARTS DISTRICT.

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 September 9, 2025, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 7-0; 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 Sections 14-910-03-A and 14-910-03-B of Chapter 14, Unified Development Ordinance, are hereby amended to read as follows:

“14-910-03-A. Alternative Signs. As an alternate to the sign requirements in Table 910-2, any property owner in the ARTS district can seek approval of any sign regulated by this section **and Section 14-504-14-H** in accordance with Section 14-904-06.

14-910-03-B. Prohibited Signs. The following signs are expressly prohibited:

- ~~1. Electronic message signs;~~
- ~~1. 2.~~ Portable signs;
- ~~2. 3.~~ Signs on trees and benches; and
- ~~3. 4.~~ Inflatable signs.”

SECTION 2. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 3. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE TO ALLOW ELECTRONIC MESSAGE SIGNS IN THE ARTS DISTRICT.

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 September 9, 2025, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 7-0; 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 Sections 14-910-03-A and 14-910-03-B of Chapter 14, Unified Development Ordinance, are hereby amended to read as follows:

“14-910-03-A. Alternative Signs. As an alternate to the sign requirements in Table 910-2, any property owner in the ARTS district can seek approval of any sign regulated by this section **and Section 14-504-14-H** in accordance with Section 14-904-06.

14-910-03-B. Prohibited Signs. The following signs are expressly prohibited:

- ~~1. Electronic message signs;~~
- ~~1. 2.~~ Portable signs;
- ~~2. 3.~~ Signs on trees and benches; and
- ~~3. 4.~~ Inflatable signs.”

SECTION 2. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 3. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

MEETING DATE: September 9, 2025,

STAFF: Tom Scannell, Community Development Director

PROJECT NAME: UDO Amendment #77

CASE NUMBER / REQUEST: **Case 25-175-06 – UDO Amendment #77 – ARTS District Electronic Message Signs** – A request to amend the Unified Development Ordinance to allow electronic message signs in the ARTS District.

APPLICANT: City of Independence

PUBLIC NOTICE:

- Public notice published in Independence Examiner – August 23, 2025

FURTHER ACTION:

Following action by the Planning Commission, this UDO Amendment is scheduled for first reading by City Council on October 6, 2025 and the public hearing/second reading on October 20, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of the proposed amendment to the Unified Development Ordinance.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

The City proposes Amendment #77 to the Unified Development Ordinance (UDO) to amend the ARTS District regulations to allow electronic message signs.

BACKGROUND & HISTORY:

In September 2010, the City Council amended the UDO to add the ARTS District to the UDO. In September 2011, the City Council approved Ordinance No. 17795 rezoning the area along Winner Road from Sterling to Ralston Avenue to ARTS District.

At the time of the 2010 UDO amendment, electronic message signs were prohibited in the ARTS District. In September 2021, the City of Independence amended the electronic message sign to modernize the regulations utilized by the city and represent the best practices of other communities and the sign industry.

The proposed amendment would allow electronic message signs in the ARTS District subject to approval by the Planning Commission of a special sign permit and subject the electronic message sign to regulations of 14-504-14-H.

EXHIBITS

1. Section 14-910-03 ARTS District Electronic Message Sign

Chapter 14 - UNIFIED DEVELOPMENT ORDINANCE
 ARTICLE 9. - SPECIAL PURPOSE AND OVERLAY ZONING DISTRICTS
 14-910 ARTS, ARTS DISTRICT

14-910 ARTS, ARTS DISTRICT

14-910-03 Sign requirements

Signs are allowed in the ARTS district in accordance with Table 910-2 below:

Table 910-2						
Land Use	Sign Type	Max. Number	Max. Area	Max. Height	Type of Illumination	Additional Requirements
Permanent Signs						
Single Tenant Building/Multi-Tenant Building	A-Frame (Sandwich Board)	1	6 sq. ft.	5 ft	None, direct illuminated	No off-site advertising is permitted. Sign shall be weighted to the ground
	Awning	1	18 sq. ft.	N/A	None or direct illuminated	
	Projecting	1	40 sq. ft.	N/A	None, direct illuminated or neon	A minimum clearance of 8 feet from finished grade to bottom of sign. Top edge of sign shall not exceed the height of the wall from which it projects. The sign shall not project more than 4 feet from building or 2 feet from curb, whichever is less.
	Wall	1	10% of tenant lease space	N/A	None, direct illuminated or neon	Sign shall not project more than 6 inches from facade. Raceways shall be painted to blend with the main building.
	Over Canopy/Under Canopy	1	50 sq. ft.	3 foot letters	None, direct illuminated or neon	A minimum clearance of 8 feet from finished grade to bottom of sign
	Window		20% of window surface area	N/A	None or neon	
District Identification Sign						
						Allowed pursuant to Sec. 14-910-03
Temporary Signs						

Chapter 14 - UNIFIED DEVELOPMENT ORDINANCE
ARTICLE 9. - SPECIAL PURPOSE AND OVERLAY ZONING DISTRICTS
14-910 ARTS, ARTS DISTRICT

Single Tenant Building/Multi-Tenant Building	Banner	1 per business	32 sq. ft.	N/A	None	See Sec. 14-504-14-F
	Window		20% of window surface area	N/A	None	Maximum duration of 14 days per event. Maximum of 12 events per calendar year.

14-910-03-A.Alternative Signs. As an alternate to the sign requirements in Table 910-2, any property owner in the ARTS district can seek approval of any sign regulated by this section and Section 14-504-14-H in accordance with Section 14-904-06.

14-910-03-B.Prohibited Signs. The following signs are expressly prohibited:

~~1. Electronic message signs;~~

~~1. 2.~~ Portable signs;

~~2. 3.~~ Signs on trees and benches; and

~~3. 4.~~ Inflatable signs.

14-910-03-C.Signs as Art. Signs or murals used as art that meets the following criteria and can be shown to support the intent of this section are exempt from the sign requirements set forth within this section.

1. The sign is not used as advertisement;
2. The sign is structurally safe;
3. The sign meets all other applicable codes;
4. Signage should not block windows or entranceways, nor obstruct normal pedestrian circulation in and out of a building, or creating a "blind" spot for traffic or pedestrians; and
5. The signs must be in general good repair and fully functioning if the sign includes lights or animation.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-094 **1R** An ordinance authorizing the acceptance of a grant for \$2,500 from the MO Department of Conservation (MDC) to remove invasive honeysuckle at George Owens Nature Park (GONP). **1R**

Recommendations:

Parks and Recreation staff recommends acceptance of this grant.

Background:

George Owens Nature Park (GONP) is inundated with invasive Japanese Honeysuckle and Bush Honeysuckle. This grant, which requires a 50% match, will allow us to remove honeysuckle from a two acre section at GONP. Removal of invasive honeysuckle will help promote native plant growth and biodiversity. This is the third year Parks and Recreation has received this matching grant

Emergency Justification:**Fiscal Impact:**

The fiscal impact for the City's 50% match is \$2,500 and is included in the FY2025-26 Budget Document on page 120, Other Operating Expenses. The ordinance includes additional appropriations in the amount of \$2,500 and increased revenues in the amount of \$2,500 to the Parks and Recreation Department's accounts in the Grant Fund.

Council Action:

Department / Contact	Parks, Recreation and Tourism /
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REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. MO Dept of Conservation Honeysuckle Removal Grant FY 2025-26 REVISED
2. GONP - LCAP Agreement FY 2026

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A MONETARY DONATION TO THE CITY OF INDEPENDENCE PARKS AND RECREATION DEPARTMENT TO REMOVE TWO ACRES OF INVASIVE HONEYSUCKLE, AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

WHEREAS, George Owens Nature Park at 1601 S. Speck Road has been inundated with Japanese Honeysuckle and Bush Honeysuckle which are both invasive species; and,

WHEREAS, the removal of invasive honeysuckle will help promote native plant growth and biodiversity at George Owens Nature Park; and,

WHEREAS, the adopted Operating and Capital budgets for the 2025-26 fiscal year were approved by the City Council by Ordinance No. 19682; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Increased revenues in the amount of \$2,500.00 from grants and donations to the and increased appropriations in the amount of \$2,500.00 to the Grant Fund (015) for the Parks and Recreations Department.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

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

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

City Manager

Director of Finance and Administration
City of Independence, Missouri

COST SHARE REQUEST / AGREEMENT

AGREEMENT BETWEEN MO DEPT. OF CONSERVATION (MDC),

Organization Name: Independence Parks C/O: Patrick Quinn			
Address: 1601 Speck Rd.			
City: Independence	State: MO	Zip: 64057	Phone(s): 8163256465
County: Jackson	Township: T49N	Range: R31W	Section: 08

Practice / Components	Project Number	Units Planned	Unit Type	Cost Share Rate	Maintenance (years)	Partner Funding Requested	MDC Funding Requested	Units Completed (acres, feet, etc.)	Unit Type	Partner Funding Earned	MDC Funding Earned
Herbaceous Invasive Species Removal	900.A.3	1.00	Acre	50%	5	0.00	2500.00	0.00	Acre	0.00	0.00
Totals						\$0.00	\$2,500.00			\$0.00	\$0.00

Attach Plan(If program requires)

Community Conservation: Community Conservation Tier 3

I request cost share assistance to install the above-described practice(s). If funded, I agree to maintain the practice(s) for the specified maintenance length for each practice listed above, and I agree to refund all or part of the cost share assistance paid to me if before the expiration of the specified practice lifespan, I (a) fail to satisfactorily maintain the practice, (b) destroy the approved practice, or (c) voluntarily relinquish control or title to the land on which the approved practice(s) has been established and the new owner and/or operator of the land does not maintain the practice for the remainder of its lifespan, whether or not the new owner agrees to maintain the practice.

I further understand that failure to comply with this agreement may make me ineligible for participation in future MDC cost share programs. Failed practices due to causes beyond the landowner's control (e.g. drought, flood, etc..) as determined by the resource planner are considered "no-fault" terminated pending available funding, landowner is eligible to re-establish failed practice as a new practice, with all documentation and timelines reinitiated.

I certify that the funds requested above do not duplicate (although they may be used in conjunction or "piggybacked" with) funds provided by other state or federal cost share practices and that multiple program enrollment on the same acre(s) will be for complimentary purposes.

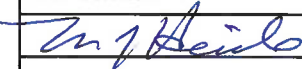
In signing this form (spouses should co-sign), I (we) attest and confirm sole legal ownership of the property where these practices will be implemented, or can legally represent the ownership (MDC POA form required) for the purpose of entering into this contract to implement these practices and accept payment on behalf of all owners.

Allocation Approved(MDC):

Jake Colehour

Date: 08/20/2025

Landowner Signature:



Date: 9/10/2025

Practices Completed:

Date:

Payment Approved:

Date:

Organization: Independence Parks C/O: Patrick Quinn		
Region: Kansas City	Planner Name: Wendy Sangster	
Amount of Payment: \$0.00	WPI Number: 315	Org Code: LPL002
Object Code Number: 3403	Appropriation: 6051	

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-095 **1R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **1R**

Recommendations:

Staff recommends approval of this item.

Background:

This ordinance will increase appropriations in the amount of \$3,108,048.29 in the 2024-2025 Operating and Capital budgets of various departments and funds for budget changes that occurred during the current fiscal year that have been requested by operating departments.

Background information for each individual appropriation adjustment is included in an attached document along with an appropriation adjustment amount, the source of funds for the appropriation adjustment and the location of where the appropriation adjustment will be recorded.

Emergency Justification:**Fiscal Impact:**

Increased appropriations due to increased revenues will result in a \$0 net impact. Appropriations from the Unassigned Fund Balance will result in an impact of \$338,605.92 for Fund 051 - Street Improvements Fund. A breakdown of the budgetary impact by fund and department is listed below:

Department	Fund	Expense	Revenue	Net Budgetary Impact
Fire/Health and Animal Services	002	\$513,993.00	(\$513,993.00)	-
Parks, Recreation, and Tourism	007	\$24,984.00	(\$24,984.00)	-
Municipal Services	090	\$338,271	(\$338,271.00)	-
Power and Light	020	\$800,000	(\$800,000.00)	-
Municipal Services/ Finance	051	\$338,605.82	-	\$338,605.82
Finance	055	\$52,500.00	(\$52,500.00)	-
Various	015	\$1,040,194.47	(\$1,040,194.47)	-

With the exception of the amendments for Fund 051 and Fund 015, revenue amounts are to illustrate that sufficient increased revenues were received to offset the increased expenses.

Council Action:

Department / Contact	Finance and Administration /
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REVIEWERS

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Appropriations Ord. Year-End Oct.
2. Appropriations Background Oct.

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 revenues and increased appropriations in the General Fund (002) in the amount of \$513,993 for Fire Department overtime and other pays and a settlement in Health and Animal Services.

SECTION 2. Increased revenues and increased appropriations in the Recreation Property Tax Levy Fund (007) in the amount of \$24,984 for personnel costs.

SECTION 3. Increased revenues and increased appropriations in the Central Garage Fund (090) in the amount of \$338,271 for maintenance and inventory supplies.

SECTION 4. Increased appropriations in the Power and Light Capital Projects Fund (021) in the amount of \$800,000 for capital project #202515-C.

SECTION 5. Increased appropriations in the Street Improvements Capital Projects Fund (051) in the amount of \$338,605.82 for capital project #112003-C-DEBT.

SECTION 6. Increased revenues and appropriations in the Public Improvements Capital Projects Fund (055) in the amount of \$52,500 for capital project #552501-C.

SECTION 7. Increased revenues in the amount of \$1,040,194.47 from grants and donations for various departmental programs and services in the Grants Fund (015) and increased appropriations in the amount of \$1,040,194.47 from various departmental grants account in the Grants Fund (015).

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

Director of Finance and Administration
City of Independence, Missouri

City of Independence, Missouri
Supplemental Appropriation Ordinance
Fiscal Year 2024-25

Section 1:

Fund: General Fund

Department: Various

Source: Increased Revenues

Description: Increased revenues and appropriations in the General Fund in the total amount of \$513,993 for operating costs in the amount of \$100,000 for the Health and Animal Services Department for a health and environmental services related settlement and for the Fire Department in the amount of \$413,993 for over-time and other pays are requested.

0024740-5240

0024621-5102

0024621-5103

Section 2:

Fund: Recreation Property Tax Levy Fund (007)

Department: Parks, Recreation, and Tourism

Source: Increased Revenues

Description: Increased revenues and appropriations in the amount of \$24,984 for personnel costs are requested.

0076074-5102

0076074-5112

Section 3

Fund: Central Garage

Department: Municipal Services

Source: Increased Revenues

Description: Increased revenues and appropriations in the amount of \$338,271 for maintenance and inventory supplies are requested.

0905121-5311

0905121-5314

0905121-5347

Section 4:

Fund: 021- Power and Light Capital Projects

Department: Finance

Source: Other

Description: Project #202515-C for the addition of the 161 kV line terminal and control building is funded from the Power and Light Fund. Additional budget appropriations in the amount of \$800,000 are needed to cover expenditures which will be reimbursed by Southwest Power Pool as contributed capital. While this transaction is not recognized as a revenue, it does offset expenditures and therefore does not impact fund balance.

7021-5406 (project #202515-C)

0217021-5406

Section 5:

Fund: 051 – Street Improvements Capital Projects

Department: Municipal Services/Finance

Source: Increased Revenues

Description: Project #112003-C-DEBT for deferred street maintenance is funded from the Street Improvements Fund. Additional budget appropriations in the amount of \$338,605.82 are needed to cover expenditures.

7051-5406 (project #112003-C-DEBT)

0517051-5406

Section 6:

Fund: 055 – Public Improvements Capital Projects

Department: Community Development/Finance

Source: Increased Revenues

Description: Project #552501-C for the railroad crossing at Noland and 33rd Street is funded from the Street Improvements Fund. Additional budget appropriations in the amount of \$52,500.00 are needed to cover expenditures with funding coming from increased revenues in the Public Improvements Fund.

0557055-5406

055-3435-CARGO

Section 6:

Fund: Grants Fund

Department: Various

Source: Increased Revenues – Various Grants & donations

Description:

The Health & Animal Services Department was awarded incentive funding for state investment in local public health services (CORE). Appropriations for the total amount of these grants and donations, totaling \$22,899.50, is requested.

015-3211-CRE25

0154755-5140-CRE25

The Health & Animal Services Department was awarded funding for state investment in local public health services (CORE) for the period of 06/01/25-05/31/26. Appropriations for the total amount of these grants and donations, totaling \$129,855.00, is requested.

015-3211-CRE26

0154755-5140-CRE26

The Missouri Department of Health and Senior Services, through a contract with the Health Department, provides funding to conduct environmental childcare inspections and enforce expeditious correction of defects in childcare facilities. Appropriations for the total amount of these grants and donations, totaling \$2,475.00, is requested.

015-3211-SAN25

0154755-5100-SAN25

Emergency Preparedness received funding from FEMA through the State's Emergency Management Agency for the Emergency Preparedness grant. Funds are used to support the operation of the City's Emergency Preparedness division. Appropriations for the total amount of these grants and donations, totaling \$72,577.95, is requested.

0154023-5140-EP25

015-3210-EP25

Emergency Preparedness received funding from FEMA through the State's Emergency Management Agency for an Emergency Preparedness mini-grant. Funds are used to support the operation of the City's Emergency Preparedness division. Appropriations for the total amount of these grants and donations, totaling \$18,711.36, is requested.

0154023-5226-EPSUP

015-3210-EPSUP

Bureau of Alcohol, Tobacco, & Firearms (ATF) – the Police Department received reimbursement from the ATF for overtime worked by police officers assigned to the ATF Task Force. Appropriations for the total amount these reimbursements, totaling \$1,499.40, is requested.

015-3219-ATFOT

0154550-5102-ATFOT

When items are donated to the City we have to book an expenditure and revenue to account for the donation. Independence Police Foundation purchased a 2021 Ford Police Interceptor fully equipped for K-9 use as well as a multi-purpose trained Police canine and accoutrements from the City of Grandview for \$35,000 and donated them to the City of Independence Police Department. Appropriations for the total amount of the donation, totaling \$35,000, is requested.

015-3435-DONAT

0154550-5404-DONAT

0154550-5405-DONAT

Federal Bureau of Investigation (FBI) – the Police Department received reimbursement from the FBI for overtime worked by police officers who assist with Federal cases. Appropriations for the total amount these reimbursements, totaling \$11,713.83, is requested.

015-3219-FBI

0154550-5102-FBI

Hope House Guardian Program – the Police Department provides off duty police officers to Hope House, Inc. on an overtime basis for the Guardian program. The objective of the Guardian program is to provide a safe and secure environment for survivors of domestic violence. These funds were received as reimbursement under this program. Appropriations for the total amount these reimbursements, totaling \$137,032.08, is requested.

015-3316-GUARD

0154550-5102-GUARD

0154550-5110-GUARD

0154550-5111-GUARD

Regional Computer Forensics Lab (RCFL) – the RCFL reimburses the Police Department for overtime worked by police officers who assist with cases. Appropriations for the total amount these reimbursements, totaling \$8,688.61, is requested.

015-3219-RCFL

0154550-5102-RCFL

Hope House Re-Visit Program – Hope House received COMBAT funding for the purposes of conducting re-visits to homes of domestic violence victims. A portion of the funding is designated for police officer overtime. Hope House will be utilizing an officer to assist with re-visits and to serve protection orders and outstanding warrants to domestic violence offenders, as needed. Appropriations for the total amount these reimbursements, totaling \$10,462.88, is requested.

015-3279-VISIT

0154550-5102-VISIT

0154550-5110-VISIT

0154550-5111-VISIT

The Health and Animal Services Department received funding through the Missouri Department of Health and Senior Services to purchase a gift card for groceries to assist an individual with a health issue. Appropriations for the total amount these reimbursements, totaling \$100, is requested.

015-3219-MOTB

0154755-5226-MOTB

HCA supplements the Intra-City transit contract for Public Transportation. Appropriations for the total amount of these grants and donations, totaling \$28,686.93, is requested.

015-3398-HCATR

0154450-5226-HCATR

National Association of County & City Health Officials (NACCH) awarded a scholarship to a member of the Health Department to attend a conference. Appropriations for the total amount of these grants and donations, totaling \$1,032.22, is requested.

015-3279-NACCH

0154755-5203-NACCH

The State of Missouri's Traffic and Highway Safety Division provides reimbursement of overtime worked by officers while enforcing work zone safety laws. Appropriations for the total amount of these grants and donations, totaling \$8,000.00, is requested.

015-3219-WORK

0154550-5102

0154550-5110

0154550-5111

National Association of County & City Health Officials (NACCH) selected the Health and Animal Services Department as a mentee the 2025 Infection Prevention and Control Learning Collaborative Project (IPC) and awarded \$40,000.00. Appropriations for the total amount of these grants and donations, totaling \$40,000.00, is requested.

015-3219-IPC

0154755-5100-IPC

National Association of County & City Health Officials (NACCH) awarded the Health and Animal Services Department \$42,752.12 for the Expanding Community-Based Suicide Prevention-Planning Track project. Appropriations for the total amount of these grants and donations, totaling \$42,752.12, is requested.

015-3219-ECSP

0154755-5100-ECSP

National Association of County & City Health Officials (NACCH) awarded the Health and Animal Services Department \$26,608.86 for the PREPARE project for outbreak response and prevention. Appropriation for the total amount of these grants and donations, totaling \$26,608.86, is requested.

015-3219-PREP

0154755-5140-PREP

In 2025, the Parks, Recreation, and Tourism Department began managing the Independence Farmer's Market and was approved to participate in the U.S. Department of Agriculture's Supplemental Nutrition Assistance Program (SNAP). This program allows Farmer's Market customers to use their SNAP benefits to purchase local produce by receiving tokens, which serve as payment at vendor booths. Vendors then return the tokens to the City for reimbursement. The City, in turn, is reimbursed by the U.S. Department of Agriculture. An appropriation of \$5,070.00 is requested to cover the total amount of these reimbursements.

015-3219-SNAP

0156050-5240-SNAP

Parks, Recreation, and Tourism Department is the recipient of the Senior Farmer's Market Nutrition Program (SFMNP) grant from Cultivate KC. The SFMNP grant provides nutrition incentives by allowing the distribution of Market Match coupons for the purchase of local produce. Appropriations for the total amount of these grants and donations, totaling \$2,160.00, is requested.

015-3279-SFMNP

0156050-5240-SFMNP

Community Development was awarded the Historic Preservation Fund Grants-In-Aid to create revised and updated Design Guidelines that can be used with all designated historic properties in the City to protect historic character of Independence. Appropriations for the total amount of these grants and donations, totaling \$34,868.73, is requested.

015-3219-HPFDG

0154450-5226-HPFDG

Community Development was awarded the Historic Preservation Fund Grants for Vaile Victorian Mansion Design Documents. Appropriations for the total amount of these grants and donations, totaling \$30,000.00, is requested.

015-3250-HPF

0154450-5226-HPF

Missouri Department of Transportation awarded the Police Department an additional \$230,000.00 for the Impaired Driving Grant. Appropriations for the total amount of these grants and donations, totaling \$230,000.00, is requested.

015-3219-DWIEN

0154550-5102-DWIEN

Missouri Department of Transportation awarded the Police Department an additional \$100,000.00 for the Hazardous Moving Violations Enforcement Grant. Appropriations for the total amount of these grants and donations, totaling \$100,000.00, is requested.

015-3219-HMV

0154550-5102-HMV

The Police Department was awarded the Organized Crime Drug Enforcement Task Force (OCDETF) “Teflon Twelve” grant in the amount of \$5,000.00. This grant provides funding for up to two IPD Detectives to participate in a federal OCDETF Strategic Initiative investigation. Appropriations for the total amount of these grants and donations, totaling \$5,000.00, is requested.

015-3219-TEFLN

0154550-5102-TEFLN

The Health and Animal Services Department was awarded \$35,000.00 for the PetSmart Charities adoption program. Appropriations for the total amount of these grants and donations, totaling \$35,000.00, is requested.

015-3279-ADOPT

0154750-5100-ADOPT

0154750-5110-ADOPT

0154750-5302-ADOPT

0154750-5309-ADOPT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-096 **1R** An ordinance authorizing the acceptance of an agreement with the City of Sugar Creek, Missouri for Independence Police to provide dispatching services for an annual fee and allocating that fee to a special revenue account to support related communications expenses; appropriating the necessary funds; and authorizing future change orders and appropriations for the same project. **1R**

Recommendations:

Council approval is recommended.

Background:

The City of Sugar Creek, Missouri has requested that the City of Independence, Missouri take over police dispatch for their city. The Independence Police Department has confirmed that they have the authority and capacity to provide dispatching services to other municipalities. Additional licenses must be purchased in order for the Sugar Creek Police Officers to access Independence systems. The cost of these licenses has been built into an annual fee that the City of Sugar Creek has agreed to pay to the City of Independence. The annual fee is also based on the projected call load that will be placed upon the Independence Emergency Communications Center by including a 0.71 FTE calculation of salary and benefits for a dispatcher. The proposed agreement would go into effect upon signatures being obtained and would be eligible for renewal for two additional one-year terms.

Emergency Justification:**Fiscal Impact:**

The fiscal impact for Year One of the Agreement is \$115,000.00 and the city expects to receive \$76,667 through the end of the current fiscal year. Additional appropriations in the amount of \$20,062 are needed for the additional licenses to facilitate implementation of this agreement.

Council Action:

Department / Contact	Police Department /
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REVIEWERS

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

ATTACHMENTS:

1. PD.2025 Dispatch Agreement with Sugar Creek Ordinance REVISED
2. Agreement for Police Dispatching Services 8-13-2025

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF AN AGREEMENT WITH THE CITY OF SUGAR CREEK, MISSOURI FOR INDEPENDENCE POLICE TO PROVIDE DISPATCHING SERVICES FOR AN ANNUAL FEE AND ALLOCATING THAT FEE TO A SPECIAL REVENUE ACCOUNT TO SUPPORT RELATED COMMUNICATIONS EXPENSES; APPROPRIATING THE NECESSARY FUNDS; AND AUTHORIZING FUTURE CHANGE ORDERS AND APPROPRIATIONS FOR THE SAME PROJECT.

WHEREAS, the City of Sugar Creek, Missouri, has requested that the City of Independence, Missouri take over police dispatching services for their city; and,

WHEREAS, the Independence, Missouri Police Department has confirmed the ability to provide such services to the City of Sugar Creek, Missouri; and,

WHEREAS, the City of Sugar Creek, Missouri, has agreed to pay the City of Independence, Missouri, for these services, at a rate of One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00) for the first year with increasing rates each year thereafter;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept and sign this Agreement for Police Dispatching Services with the City of Sugar Creek, Missouri, with the first year payment totaling One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00) to be paid to the City of Independence, Missouri for the Police Department to purchase the additional licenses necessary and support personnel costs associated with the dispatching services, a copy of the Agreement being attached hereto, incorporated by reference thereto, and made a part of hereof as though fully set out herein.

SECTION 2. That the City Manager is further authorized to approve future change orders, amendments or addendums to this agreement without Council approval, for the receipt of additional funding for this same service, provided there are no changes in the terms and/or conditions or responsibilities to the City and provided each and every such change order, amendment or addendum is approved by the City Manager, does not add more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 3. Increased revenues in the amount of \$76,667.00 and increased appropriations in the amount of 20,062.00 for additional licenses to the Prop PD Sales Tax Fund (067).

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

Director of Finance & Administration
City of Independence, Missouri

AGREEMENT FOR POLICE DISPATCHING SERVICES

THIS AGREEMENT, made this day of _____, 2025, by and between the City of Independence, Missouri, a municipality organized and existing under the laws of the State of Missouri (hereinafter “Independence”) and the City of Sugar Creek, Missouri, a municipality organized and existing under the laws of the State of Missouri (hereinafter “Sugar Creek”).

WITNESSETH:

WHEREAS, Independence operates a police dispatching and communication system and has the authority and capacity to provide full police dispatching services to other municipalities; and

WHEREAS, the provisions of Sections 70.210 through 70.320 of the Missouri Revised Statutes authorize municipalities such as Independence and Sugar Creek to enter into contracts to provide a common service, including police dispatching services; and

WHEREAS, pursuant to their authorities under Chapters 67, 79, and 82 of the Missouri Revised Statutes, Independence and Sugar Creek maintain and operate police services for the benefit of their residents; and

WHEREAS, Sugar Creek desires to contract with Independence for the provision of police dispatching services; and

WHEREAS, Independence agrees to provide the subject police dispatching services to Sugar Creek in exchange for a fee and upon certain conditions as set forth herein; and

WHEREAS, the Independence City Council has authorized the Mayor to enter into this Agreement on behalf of the City of Independence; and

WHEREAS, the Sugar Creek Board of Aldermen has authorized the Mayor to execute this Agreement on behalf of the City of Sugar Creek.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions hereafter provided, **IT IS AGREED** by and between the cities of Independence and Sugar Creek (individually a “Party” or collectively the “Parties”) as follows:

Section 1: Independence Obligations

1.1 Independence shall provide and maintain sufficient and suitable equipment, personnel and facilities that meet the requirements and specifications of a police dispatching center as may be required by state law, federal law, or applicable standards, in order to provide prompt, reliable and efficient police dispatch services to Sugar Creek.

1.2 Independence will receive, and dispatch calls for police service for Sugar Creek in accordance with and in the same manner and fashion it receives and dispatches such calls for the City of Independence. Independence maintains sole discretion and control over the manner in which it receives, and dispatches police service calls for Sugar Creek.

1.3 Independence will enter response plans into CAD (Computer Aided Dispatch system) for Sugar Creek as required.

1.4 Independence (GIS or other responsible department) will input current mapping data accessible by CAD as provided by Sugar Creek, and with assistance from Sugar Creek, as necessary.

1.5 Independence will provide twenty-four (24) hour access in MULES/NCIC. This includes entering all wanted or missing persons and stolen vehicles or articles into MULES/NCIC; receiving and sending all administrative messages according to MULES/NCIC guidelines, and the validation of all active entries.

Section 2: Sugar Creek Obligations

2.1 Sugar Creek will, at its own expense, provide sufficient and current information to allow Independence to maintain and operate its current mapping data system which supports the computer aided dispatch (“CAD”) system. This data shall be in a digital format compatible with Independence’s data system; data shall include, but not be limited to, streets, intersections, speed limits, lot parcels, left and right segment numerics and any such ancillary data that would enhance the mapping data. Sugar Creek shall provide regular updates and corrections to all such data to Independence for entry.

2.2 The Chief of Sugar Creek, or an appropriate alternate designee, shall be responsible for creating and maintaining their data and response plans for Sugar Creek and providing them to Independence for entry into CAD.

2.3 Sugar Creek will, at its own expense, provide any licenses and software necessary to integrate with Independence’s CAD dispatching system so that it is fully compatible with the system owned and maintained by Independence.

2.4 Sugar Creek will be responsible for providing and maintaining any laptops or mobile communication devices in Sugar Creek vehicles for which Independence will provide dispatching services, and for wireless connectivity hardware and connectivity fees as necessary.

2.5 Sugar Creek will be responsible for any costs associated with using any optional services or features above what Independence currently uses for their police dispatching services.

2.7 Sugar Creek will be responsible for any costs associated with obtaining any required equipment for CAD or any other equipment for any such interface.

2.8 Sugar Creek will be responsible for providing and maintaining any hardware necessary to be fully compatible with Independence’s station alerting system, if applicable.

2.9 Sugar Creek will be responsible for any REJIS (or similar) charges for CAD configuring or programming necessary to set the program up for dispatching Sugar Creek police calls.

2.11 Sugar Creek will be responsible for costs relating to maintaining or re-programming any radios or communication equipment owned by Sugar Creek from time to time, if any.

Section 3: Effective Date, Term and Cancellation

3.1 Independence shall begin providing services under this Agreement at 00.00:01 hours on [REDACTED], 2025 (“Effective Date”) and, unless cancelled earlier as provided herein, end on 23:59:59 hours on [REDACTED], 2026, or **one year** (the “Term”). This Term will automatically renew for an additional two years, subject to cancellation by the parties pursuant to the following paragraphs.

3.2 Independence may, in its sole discretion, cancel this Agreement, to be effective as of 23:59:59 hours on any [REDACTED] (**** insert second date from 3.1, with no year ****) during the Term hereof, provided that Independence provides written notice to Sugar Creek of its intent to cancel **no later than 180 days** immediately preceding the end date specified above, or on that date for any subsequent year where the term renews.

3.3 Sugar Creek may, in its sole discretion, cancel this Agreement, to be effective as of 23:59:59 hours on any [REDACTED] (**** insert second date from 3.1, with no year ****) during the Term hereof, provided that Sugar Creek provides written notice to Independence of its intent to cancel **no later than 180 days** immediately preceding the end date specified above, or on that date for any subsequent year where the term renews. In the event the required notice of cancellation hereunder is not provided, Sugar Creek may nonetheless cancel this Agreement and become responsible for its own emergency dispatching services provided, however, that in such event, Sugar Creek shall pay Independence a cancellation fee equal to half of the annual Service Fee.

Section 4: Annual Service Charge

4.1 For the first Term, beginning in 2025 and the two (2) successive Term years beginning thereafter, which comprise the Term hereof, Sugar Creek shall pay an annual service charge (the “Service Fee”) as set forth in the following schedule:

2025 \$115,000.00

2026 \$119,600.00

2027 \$124,384.00

4.2 Such annual amount will be billed by Independence on a quarterly basis and due within thirty (30) days of Sugar Creek receiving an invoice for payment. Amounts not paid within thirty (30) days will bear interest at the rate of nine percent (9%) until paid in full.

4.3 The Service Fee schedule is based on an estimated annual volume of Sugar Creek police. If the actual volume of police calls in Sugar Creek exceeds 2700 in any one term, then Independence will have the right prior to 120 days of the following year, to revise the Service Fee schedule, save that no annual increase will exceed ten percent (10%).

Section 5: Agreement Acknowledgements

5.1 Sugar Creek understands that the process of police dispatching is under the control of Independence. Independence will provide a clearly defined process to ensure that any dispatching errors or other concerns are handled promptly and consistently. The Independence

Police Chief or designee(s), will meet at least quarterly with Sugar Creek Police Chief or designee(s), to discuss operational issues in an effort to provide the best service possible to the citizens of the respective communities.

5.2 Independence will be solely responsible for hiring, employing and managing all dispatchers providing services hereunder. As part of the quarterly meetings referenced in Section 5.1 above, the Parties will discuss the performance of the dispatchers providing services hereunder.

5.3 Independence will continue to provide training for all dispatch personnel in police procedures. This will include initial training and annual refresher training.

5.4 Costs associated with conversion to dispatching through Independence would be the responsibility of Sugar Creek as they relate to section 2 above.

5.5 Unless otherwise specified herein, all equipment and facilities owned by Independence and Sugar Creek, respectively, shall continue to be owned by each respective Party and nothing in this Agreement will affect said ownership.

Section 6: Limited Liability

6.1 The Parties acknowledge that this Agreement does not, and is not intended to, transfer, delegate or assign to the other Party any legal responsibility, duty, obligation or liability associated with any governmental function delegated and/or entrusted to either Party under any existing law or regulation and that Independence and Sugar Creek remain responsible for their own acts and omissions, including the acts and omissions of their officials and employees.

Section 7: Miscellaneous

7.1 If any Party breaches or allegedly breaches its obligations under this Agreement, then the non-breaching Party must give thirty (30) days' written notice to the allegedly breaching Party to cure the breach before any legal action may be brought based on the breach of this Agreement. Any legal action arising from or related to this Agreement must be filed in the Jackson County Circuit Court, State of Missouri, and the Parties consent to the jurisdiction of said court.

7.2 This Agreement contains the entire understanding of the Parties. No modification, amendment or waiver of any of the provisions of this Agreement shall be valid unless in writing, specifically referring hereto and signed by the authorized representatives of both Parties.

7.3 Both Parties to this Agreement represent that they have properly authorized this Agreement according to any applicable charter, code or law.

7.4 This Agreement and its interpretation shall be governed by Missouri law.

7.5 In the event any provision of this Agreement is invalid or unenforceable, such invalid or unenforceable provision shall not invalidate or affect the other provisions of this Agreement which shall remain in effect and be construed as if such provision was not a part hereof, provided that if the invalidation or unenforceability of such provision shall, in the opinion of either Party to the Agreement, have a material effect on such Party's rights or obligations under this

Agreement, then the Agreement may be terminated by either Party upon thirty (30) days' written notice by such Party to the other Party.

7.6 Nothing herein shall be construed or deemed as a waiver of any rights and immunities of any Party, official or employee under Mo. Rev. Stat. § 537.610 or § 70.290.

7.7 The Agreement supersedes all other agreements and understandings of the Parties, either oral or written, relating to the subjects hereto. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, pursuant to Mo. Rev. Stat. § 70.230, both municipalities have duly enacted ordinances authorizing the Parties to execute this Agreement on the day and year written above.

CITY OF INDEPENDENCE

CITY OF SUGAR CREEK

Rory Rowland, Mayor

Michael Larson, Mayor

ATTEST:

Susanne Holland, City Clerk

Christine McGhee, City Clerk