City Council REGULAR MEETING

November 3, 2025
6:00 PM, Council Chambers - 111 E. Maple Ave.

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

INVOCATION

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

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION RESOLUTIONS

1. 25-796 A resolution recognizing Taylor Corwin, Water Production Maintenance Laborer in the Municipal Services Department, and the ISTAR award recipient for November 2025. **Item postponed to November 17, 2025**

PROCLAMATIONS

CITIZEN REQUESTS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of regular meeting minutes from October 6 and October 20, 2025.
   Approved

2. Council action is requested to issue a purchase order to Miracle Recreation in the amount of $102,932.00, for playground equipment for Benton Park for the Parks and Recreation Department. **Postponed to November 17, 2025**

3. Council action is requested to authorize the City Manager to issue a purchase order to Guier Fence Company with the amount of $173,000.00 to install fencing for Substation M for the Power & Light department. **Approved**

4. Council action is requested to authorize a purchase order to Tyler Technologies, Inc. in the amount of $606,939.48 for the city's annual subscription to Tyler Munis Enterprise Resource Planning (ERP) financial and human resources software system. **Approved**

5. Council action is requested to authorize the City Manager to issue a purchase order to Cogent Inc. in the amount of $253,570 for the refurbishment of high service pumps #1 & #3 at the Courtney Bend Water Treatment Plant as part of the High Service Pump Overhaul Project (No. 402604). **Approved**

6. Council action is requested to authorize the City Manager to execute a construction contract with Linaweaver Construction, Inc., for an amount not to exceed $120,658 for Liberty Street Sidewalk & Structural Repairs as part of the Square Streetscape Phase 1 Project (No. 111902). **Approved**

7. Council action is requested to authorize the City Manager to approve Change Orders #5 and #6 on the existing design contract (PO #24000627) with Kimley-Horn Associates for a contract totaling $1,923,466 as part of the Winner Rd Complete Streets Project (No. 112403). **Approved**

8. Council action is requested to authorize a purchase order with Toth & Associates in the amount of $122,750.00 for the development of transmission line plan and profile drawings for the Power & Light Department. **Approved**

RESOLUTIONS

1. 25-797 A resolution amending Resolution No. 6983 to remove the requirement that core functions of governance be preserved on the Historic Square, to authorize public meetings, including City Council meetings, to be held at the Independence Municipal Commons, and to align with the vision and implementation strategy of the Reshaping the Square Master Redevelopment Plan. *(Sponsored by Councilmembers Stewart and Vaught)* **Amended Item passes 4-2 Res. No. 7174**

2. 25-798 A resolution appointing Carly Young to the Sustainability Commission of the City of Independence **Approved Res. No. 7175**

3. 25-799 A resolution appointing Carly Young to the Independence Arts Council **Approved Res. No. 7176**

4. 25-800 A resolution appointing Stacey Carlson as an alternate member of the Board

of Adjustment **Approved Res. No. 7177**

REGULAR AGENDA

ORDINANCES

1. 25-097 **2R** An ordinance approving a petition to add property to the Noland Road Community Improvement District. **2R** **Item passes 5-1 Ord. No. 19743**

2. 25-098 **2R** An ordinance authorizing the acceptance of a grant in the amount of $8,000.00 from the Missouri Department of Transportation for reimbursement of overtime for the police department for work zone enforcement from July 1, 2024 to December 31, 2025; authorizing future change orders and/or time extensions for the same project and making the necessary appropriations. **2R** **Item passes 6-0 Ord. No. 19744**

3. 25-099 **2R** An ordinance adopting amendments to the Fiscal Year 2025-2026 budget, which was approved by Ordinance No. 19682. **2R** **Item passes 6-0 Ord. No. 19745**

4. 25-100 **2R** An ordinance amending Article 15 of Chapter 4 Rental Ready Program to amend the effective date of the licensing requirement for utility turn-on. **2R** **Item passes 6-0 Ord. No. 19746**

5. 25-101 **2R** An ordinance amending Independence City Code Section 5.01.002 "Definitions" related to businesses. **2R** **Item passes 6-0 Ord. No. 19747**

6. 25-102 **2R** An ordinance authorizing the City Manager to execute a certain grant agreement with the Missouri Highways and Transportation Commission as part of the 23rd Street (M-78) Complete Streets Phase 3 Project (Project No. 112111-3 / Federal Project No. CRP-3379(447). **2R** **Item passes 6-0 Ord. No. 19748**

FIRST READING(S)

1. 25-103 **1R** An Ordinance Amending Ordinance No. 7755 And Ordinance No. 18924 Concerning Membership Criteria for the Independence Square Advisory Board. **1R** **Read**

2. 25-104 **1R** An ordinance authorizing the acceptance of a grant for $1,993.00 from the Eileen Normile Weir Community Impact Grant for the Parks and Recreation Department. **1R** **Read**

3. 25-105 **1R** An ordinance finding determining and declaring the necessity of acquiring utility easements for the Crackerneck Creek Bank Stabilization Project (Project No.

302202); 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** **Read**

4. 25-106 **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** **Read**

INFORMATION ONLY

1. SGR Proposal for the search of a new City Manager
2. Municipal Court Report for September 2025
3. Arrowhead CID Annual Report for FY Ending in June 2025
4. Land Trust of Jackson County 2026 Proposed Budget
5. EastGate Commerce Center CID Annual Report
6. HUB Drive CID Annual Report
7. Independence Square CID Annual Report
8. **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 personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).

COUNCILMEMBER COMMENTS

ADJOURNMENT

INDEPENDENCE
* MISSOURI *

A GREAT AMERICAN STORY

City Council REGULAR MEETING Minutes

October 20, 2025 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

1. The invocation will be given by Ken Truax, Elder at the East Independence Church of Christ

Ken Truax, Elder at the East Independence Church of Christ, 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, Bridget McCandless, Jennie Vaught, John Perkins, and Heather Wiley. Brice Stewart appeared via Teams. None were absent.

PRESENTATION RESOLUTIONS

1. Citizen's Academy Graduation Presentation

Health and Animal Services Director, Christina Heinen, gave a brief overview of what the citizens' academy participated in.

PROCLAMATIONS

There were no proclamations.

CITIZEN REQUESTS

Tom Gebken spoke on 25-096, the ordinance authorizing an agreement between IPD and Sugar Creek PD for dispatching services.

CONSENT AGENDA

Councilmember Perkins moved to approve the consent agenda. Motion seconded by Councilmember Fears.
Items pulled for special consideration were:
Item #1 pulled by CM McCandless
Item #4 pulled by CM Perkins
Resolution 25-794 pulled by CM Fears

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

Consent agenda passes 7-0, minus the items pulled for special consideration.

Reports and Recommendations of the City Manager

1. Council action is requested to enter into a contract with Truman Heritage Habitat for Humanity for the administration of a Minor Home Repair Program for low- to moderate-income homeowners utilizing 2025-26 CDBG Program funds in an amount not to exceed $401,953.75 **Item passes 7-0**

This item was pulled by CM McCandless. These are federal funds that come to local levels for disbursement. They will go to the Truman Habitat for Humanity for moderate home repairs.

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

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

Item passes 7-0

2. Council action is requested to authorize the City Manager to approve a contract and issue a purchase order with the Johnson County Sheriff's Office for detention housing services for the Police Department, in an amount not to exceed $600,000.00, and authorizing change orders of up to ten percent (10%) of the authorized amount, with the option to renew for up to five additional one-year terms. **Approved**

3. Council action is requested to authorize the City Manager to issue a purchase order to Strategic Government Resources for the Interim Police Chief position in the amount of $274,700.00. **Approved**

4. Council action is requested to authorize the City Manager to execute a design

services contract and issue a purchase order to Alfred Benesch & Company for an amount not to exceed $825,603, for the Kentucky Avenue over Rock Creek Bridge (No. 542601-4), the Arlington Avenue over Rock Creek Bridge (No. 542601-5), and the R D Mize over Little Blue River Bridge (No. 542601-6) as part of the Bridges - GO Bond Project (No. 542601). **Item passes 7-0**

This item was pulled by CM Perkins.

This is for repairs to three bridges. One of the bridges is the Kentucky Avenue bridge, which has needed repairs for some time.

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

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

Item passes 7-0

5. Council action is requested to authorize the City Manager to issue a purchase order to Rand Construction Company in the amount of $234,701.88 for a replacement dual cage drive on Contact Basin No. 8 at the Courtney Bend Water Plant as part of the Basin Drive Improvements Project (No. 402108). **Approved**

RESOLUTIONS

1. 25-794 A resolution directing the City Manager to verify business license compliance within proposed economic development incentive districts. (***Sponsored by Councilmember Stewart***) **Item passes 7-0 Res. No. 7172**

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

This work is already being done by staff in the Community Development Dept.

CM Fears made a motion to amend this resolution. The amendment would change Section 1 from saying the "City Manager" to the "Applicant" is hereby directed to verify.
This was seconded by CM Perkins.

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

Amendment passes 7-0

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

Item passes 7-0

2. 25-795 A resolution authorizing the acceptance of funding from the Missouri Department of Public Safety, Blue Shield Program in the amount of $50,000.00, for the purchase of Law Enforcement Equipment. **Approved Res. No. 7173**

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 community gardens. ***Full Public Hearing.***

This item was presented by the Community Director, Tom Scannell. This UDO pertains to community gardens. The current regulations allow for a storage building on the community garden property. This amendment would allow the building to be used for other activities, such as educational activities. This was recommended by the planning commission on September 9th. No other speakers came forward on this item.

25-092 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to community gardens. **2R** **Item passes 7-0 Ord. No. 19736**

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

Item passes 7-0

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

This item was presented by Community Development Director, Tom Scannell. This would allow electronic message signs in the Arts District. This was reviewed and recommended by the Planning Commission on September 9th. No other speakers came forward.

25-093 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code to allow electronic message signs

in the ARTS District. **2R Item passes 7-0 Ord. No. 19737**

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

Item passes 7-0

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

David Martin with Gilmore and Bell presented this item. This is to add property located at the SW corner of 23rd and Noland Road. That property is next to the old Cottman Transmission. There is one existing business within the building.
Bill Moore, attorney representing the Noland Road CID spoke on this item.

25-097 **1R** An ordinance approving a petition to add property to the Noland Road Community Improvement District. **1R Read**

This was a first reading.

ORDINANCES

1. 25-089 **2R** 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. **2R Item fails 1-6**

The policy subsection 83 removes a local labor policy under certain circumstances. Projects over $300,000 need to be awarded to a contractor that has a state-recognized apprenticeship program. The striking of this language is being done to align with other cities in the metro area. This language is out of line with any other entities. There is already prevailing wage language in the procurement policy that covers this. Having this provision has cost the city quite a bit in past years.

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

This item fails 1-6

2. 25-090 **2R** 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. **2R Item passes 7-0 Ord. No. 19738**

This allows the City to opt out of the State allowance of selling liquor 23 hours/day during

the FIFA World Cup.

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

Item passes 7-0

3. 25-091 **2R** 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. **2R Item passes Ord. No. 19739**

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

Item passes 7-0

4. 25-094 **2R** 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). **2R Item passes 7-0 Ord. No. 19740**

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

Item passes 7-0

5. 25-095 **2R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **2R Item passes 7-0 ord. No. 19741**

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

NAYS (0): None
ABSENT (0):

Item passes 7-0

6. 25-096 **2R** 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. **2R Item passes 7-0 Ord. No. 19742**

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

Item passes 7-0

FIRST READING(S)

1. 25-098 **1R** An ordinance authorizing the acceptance of a grant in the amount of $8,000.00 from the Missouri Department of Transportation for reimbursement of overtime for the police department for work zone enforcement from July 1, 2024 to December 31, 2025; authorizing future change orders and/or time extensions for the same project and making the necessary appropriations. **1R Read**

2. 25-099 **1R** An ordinance adopting amendments to the Fiscal Year 2025-2026 budget, which was approved by Ordinance No. 19682. **1R Read**

3. 25-100 **1R** An ordinance amending Article 15 of Chapter 4 Rental Ready Program to amend the effective date of the licensing requirement for utility turn-on. **1R Read**

4. 25-101 **1R** An ordinance amending Independence City Code Section 5.01.002 "Definitions" related to businesses. **1R Read**

5. 25-102 **1R** An ordinance authorizing the City Manager to execute a certain grant agreement with the Missouri Highways and Transportation Commission as part of the 23rd Street (M-78) Complete Streets Phase 3 Project (Project No. 112111-3 / Federal Project No. CRP-3379(447). **1R Read**

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 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 rode along with Animal Control. He also rode along with the environmental team with the Health Department doing food inspections. Both were very helpful and interesting. He also acknowledged new police officers commissioned the week before last.

Councilimember Vaught said that the Kansas City City Council voted to name the Kansas City Airport the Harry S. Truman Terminal. This puts Independence on the map.

Councilmember Wiley gave a staff shutout to the shelter staff. They had 22 adoptions this week and 29 adoptions last week. The staff organized a transfer of dogs from our shelter to a shelter in Arkansas. This frees some space in our shelter. She also discussed animals that are being abandoned at the shelter recently. She encouraged citizens to make appointments to surrender pets so they can get information on the pet. She also encouraged citizens to spay and neuter pets.

Councilmember McCandless was invited to Summit Point Baptist Church for their 100th Anniversary. She encouraged citizens to participate in the Citizens' Academy. She recognized Deacon Ross Beaudoin who was a Deacon at St. Mark's Parish. He recently passed. She gave an update on the subcommittee search for the recruitment of a new city manager. The meetings are on the YouTube channel for the public's viewing. The subcommittee unanimously recommended SGR as the search firm. The Council agreed with this recommendation.

Councilmember Perkins said that this Saturday, the Independence Square Association is holding a ribbon-cutting for the first phase of the downtown streetscape completion. The new County Executive Phil Levota will be there and possible Representative Clever.

Mayor Rowland reminded everyone that the Halloween parade is this Saturday on the square. He also gave an apology for his comments regarding Cargo Largo at the last City Council meeting.

Interim City Manager Lisa Reynolds stated that the procurement policy that was presented this evening was mostly a clean-up of items from this summer.

Councilmember Fears made a motion to go into Executive Session under 610.021(1) legal matters in Conference Room A. This was seconded by Councilmember Perkins.
Yes: CM Fears, CM Perkins, CM Stewart, CM McCandless, CM Wiley, CM Vaught and Mayor Rowland.
No nays.

ADJOURNMENT

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

ATTEST:

Susanne Holland
City Clerk

INDEPENDENCE
* MISSOURI *

A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

October 6, 2025 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

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

Dennis Green 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, Bridget McCandless, Jennie Vaught, John Perkins, and Heather Wiley. Brice Stewart appeared via Teams. Absent – None.

PRESENTATIONS

1. 2025 Legislative Advocate of the Year

Doug Cowan, President of Community Services League, presented City Manager Zach Walker with the Legislative Advocate of the Year Award.

An award was presented toIPL for their mutual aid work with Springfield

PRESENTATION RESOLUTIONS

1. 25-793 A resolution recognizing Jodi Baker, Community Development Program Specialist, as the ISTAR Award Recipient for October 2025. **Item passes 7-0 Res. No. 7172**

PROCLAMATIONS

National Night Out proclamation was presented to the Interim Police Chief Doug Brinkley.
Fire Prevention Week proclamation was presented to Assistant Fire Chief John Dixon.

CITIZEN REQUESTS

Cody Atkinson spoke about the Sermon Center
Michael Talcott spoke about Wally's
Lucy Young spoke about Wally's
Becky Hake spoke about Wally's
Gary George spoke about VOYA
William Torres spoke about Wally's
Lynne Baker spoke about Wally's
Mike Huff spoke about utility increases
John Marshall spoke about his HOA
Judy Brooks spoke on Wally's

CONSENT AGENDA

Reports and Recommendations of the City Manager

Items pulled for special consideration were:
Councilmember Perkins pulled items 2 and 7 for special consideration.

Councilmember Perkins moved to approve the consent agenda. Motion seconded by Councilmember Fears.

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

Consent agenda minus items 2 and 7 passes 7-0

1. Approval of minutes for the Regular Meetings for September 2 and September 15 2025. **Approved**

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). **Item approved 7-0**

This item was pulled by CM Perkins. Repairs will begin in early spring for the Kentucky bridge and in the summer for the Chrysler bridge.

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

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

Item passes 7-0

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).
   Approved

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). **Approved**

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). **Approved**

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).
   Approved

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.
   Amendment passes 5-2; Item passes 5-2

CM Perkins made a motion to amend this item to replace Option 2 with Option 1.

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

AYES (5): Mayor Rowland, Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (2): Councilmember Fears, Councilmember McCandless

ABSENT (0):

Amendment passes 5-2

Main item vote:
AYES (5): Mayor Rowland, Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (2): Councilmember Fears, Councilmember McCandless
ABSENT (0):

Item passes 5-2

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. **Approved**

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). **Approved**

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. **Approved**

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.***

Assistant Community Development Director Rick Arroyo discussed this item.
This item was heard by the Planning Commission on 8/12/25. They voted in favor of correctly zoning these addresses. The applicant will restore and repair the interior and exterior of both structures.

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** **Item passes 7-0 Ord. No. 19729**

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

Councilmember Wiley
NAYS (0): None
ABSENT (0):

Item passes 7-0

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

Assistant Community Development Director Rick Arroyo discussed this item.
On 8/26/25, the Planning Commission voted in favor of this amendment. Currently, motor repair and fuel sales must have a 750 ft separation from each other. This change would exempt properties that are within 400 feet of the interstate.

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** **Item passes 7-0 Ord. No. 19730**

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

Item passes 7-0

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

Assistant Community Development Director Rick Arroyo.
This is a special use permit that the Planning Commission voted in favor of on 8/26/25. The application is to operate a gas station (Wally's) that has more than 25 pumps at 4023 S. Noland Road.

25-087 **2R** An ordinance approving a Special Use Permit to operate a gas station at 4023 South Noland Road, Independence, Missouri. **2R**
Amendment passes 4-3; Item passes 7-0 Ord. No. 19731

Councilmember Fears made a motion to amend this ordinance, adding in Section 2 where the conditions are listed under the special use permit, after the words traffic impact study, he would like to add including but not limited to South Noland Road, Lynn Court Drive and Canterbury Place. He also stated that an additional condition should be included regarding substantive proposed modification to the conditions, shall only be approved by the City Council through an ordinance amendment.

Councilmember McCandless wanted to ensure that the substantive changes were actually substantive, so they wouldn't have to come back to council for items such as changing

light poles or manhole covers; that these are functional changes to a submitted plan, such as changing their footprint by 10% or rerouting their stormwater plan.

Mayor Rowland made a motion to amend the ordinance to require Cargo Largo to close its business until the railroad crossing it is responsible for is repaired. There was no second to the Mayor's motion.

Mayor Rowland asked the City Attorney, Jeremy Cover, to give a definition of substantive. Jeremy said that it is hard to define and that it would be up to city staff to decide what is substantive.
Mayor Rowland invited a representative from Wally's development team, Mr. Rubenstein, to come forward and speak. Mr. Rubenstein stated he is concerned about the offered amendment, number 15.

Mayor Rowland made a motion to strike number 15 from the amendment. This was seconded by Councilmember Stewart.
The vote to strike number 15 from the amendment was:
Councilmember Fears - No
Councilmember Stewart - Yes
Councilmember Perkins - No
Councilmember McCandless - Yes
Councilmember Wiley - No
Councilmember Vaught - Yes
Mayor Rowland - Yes
4 yes, 3 no - Item number 15 is stricken from the amendment

Vote on the main amendment, which now only includes the change in section 2 related to the traffic study.

AYES (0): Mayor Rowland, Councilimember Fears, Councilmember Perkins, Councilmember McCandless
NAYS (0): Councilmember Stewart, Councilmember Wiley, Councilmember Vaught
ABSENT (0):
Amendment passes 4-3

The vote to approve 25-087 was as follows:
AYES (0): Councilmember Fears, Councilmember Perkins, Councilmember Stewart, Councilmember McCandless, Councilmember Wiley, Councilmember Vaught, Mayor Rowland
NAYS (0): None
ABSENT (0):

25-087 is approved 7-0

4. A public hearing on a petition for the addition of property to the Noland Road

Community Improvement District. ***Full Public Hearing.*** **Postponed to 10/20/25**

David Martin of Gilmore and Bell asked that this be postponed to the next Council meeting on October 20 2025

Councilmember Perkins made a motion to postpone this hearing. Motion seconded by Councilmember McCandless.

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

Motion passes 7-0; item is postponed to October 20

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 Item passes 6-1 Ord. No. 19732**

The last time the sewer rates were increased was on July 1, 2020.

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

Item passes 6-1

2. 25-083 **2R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **2R Item passes 7-0 Ord. No. 19733**

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

Item passes 7-0

3. 25-084 **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** **Item passes 5-2 Ord. No. 19734**

AYES (5): Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (2): Mayor Rowland, Councilmember Stewart
ABSENT (0):

Item passes 5-2

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** **Item passes 6-1 Ord. No. 19732**

Councilmember Stewart made a motion to amend this item. The amendment would change the increase from $5 to $3.90 which is $1 more than what Evergy currently charges.

AYES (2): Mayor Rowland, Councilmember Stewart
NAYS (5): Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
ABSENT (0):
Amendment fails 2-5

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (0): None
ABSENT (0):
25-088 passes 7-0

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 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 discussed the review of the year-end financial statements done by the Audit and Finance Committee. IPD had their National Night Out last week. The City received 13 responses to the RFP to hire a recruiter for the City Manager position. He also gave a farewell to City Manager Zach Walker for his last City Council meeting.

Coucilmember Vaught said the Sonic at 35th and Noland has finally re-opened. She also expressed her graditude and gave a farewell to Zach.

Councilmember Wiley said she toured the new disc golf course at Pioneer Ridge Middle School this week. She also mentioned IPD's National Night Out and gave a farewell to Zach.

Councilmember McCandless welcomed Wally's to Independence. She welcomed Interim Police Chief Brinkley. She discussed the availability of City 7 to citizens and asked that staff bring recommendations back to Council for other resources to broadcast meetings. There are enormous changes at the CDC at the City level which may bring a reduction funds to the City's health department. She asked that City staff start working toward a plan to ensure the health needs of the city are still met. She attended a regional transit meeting. There is a review of a county-wide approach to the transit services for citizens in Independence and Jackson County. She also gave a farewell to Zach.

Councilmember Perkins said he celebrated the 80 year anniversary for the Englewood Baptist Church. He also gave a farewell to Zach.

Mayor Rowland gave a farewell to Zach.

City Manager Zach Walker gave a farewell to the City as he closed the last City Council Meeting.

Meeting adjourned at 8:37 p.m.

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 issue a purchase order to Miracle Recreation in the amount of $102,932.00, for playground equipment for Benton Park for the Parks and Recreation Department. **Postponed to November 17, 2025**

Recommendations:

Council approval is recommended.

Background:

All City-owned park playgrounds undergo bi-annual safety inspections by park staff who are Certified Playground Safety Inspectors (CPSI) by the National Recreation and Park Association (NRPA). During the most recent inspection of the Benton Park playground, staff identified multiple repairs that are needed to the playground. This playground is over twenty years old. Due to the high cost of the repairs and the age of the playground, staff have determined it is more cost-effective to replace the playground rather than repair it.

Parks and Recreation budgeted funds to replace the Mill Creek Park playground this fiscal year, but due to the urgency to replace the playground at Benton Park, funding will be shifted to replace the Benton Park playground. Funding for the Mill Creek playground replacement will be included in next year's FY2026-27 CIP.

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

This will be purchased using Sourcewell Contract #38294. Per section 8.06.004, Paragraph 4, of the City Code states competitive bidding is not required when purchases are made through a cooperative contractor established by a government purchasing entity or cooperative. The cooperative bids used have been established pursuant to RSMo.70.220 or generally accepted purchasing practices through the competitive bidding process.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City totals $113,225.20, including contingency. Funding is included in the FY2025-26 Adopted Budget on page 137, project 592601.

Council Action:

Department / Contact	Parks, Recreation and Tourism /

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Independence-Benton Park-OE25013111-Update 10-16-25
2. Independence-Benton Park-Miracle Presentation 9-17-25
3. Indep-Benton Park-Plan View-9-17-25

Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: OE25013111
CUSTOMER: 6405A04
PROJECT: 25012337
DESIGN NAME:
Independence-Benton Park

Prepared For:

Jeffrey Stinnett
CITY OF INDEPENDENCE
ACCOUNTING DIVISION
P.O BOX 1019
INDEPENDENCE, MO 64051
816-325-7382 Ext. (phone)

Project Name & Location:

Independence Parks
Attn: Benton Park-Physics
Phaze/Cresent

Prepared by:

CUSTOM PLAYSYSTEMS, INC.
Bill Wickham
320 WINNEBAGO DRIVE
LAKE WINNEBAGO, MO 64034

Ship To Address:

Willie Feltrop
Benton Park
707 South Crane Street
Benton Park
Independence, MO 64050
(816) 447-2740 (phone)

End User:

Willie Feltrop
Benton Park
707 South Crane Street
Benton Park
Independence, MO 64050
(816) 447-2740 (phone)
WFeltrop@indepmo.org

Quote Number: OE25013111
Quote Date: 10/16/2025
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidsChoice
Age group: 5-12_ASTM

Components

Part Number	Description	Qty	Weight	Unit Price	Total
4636CHAML	PHYZICS CRESENT/PHAZE SLIDE FOR AXIAL LH	1.00	2,200.00	36,244.00	36,244.00

RiskSign_Included

Product line: Freestanding
Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total

787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1.00	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
105295	BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE)	1.00	0.00	0.00	0.00
925961	THUMB DRIVE 2GB - MREC	1.00	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1.00	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
Benton Park Turf	Benton Park Turf Synthetic Turf for 41' x 92' area with 4" of rock sub-base and 2" foam padding. 8' fall height. Customer responsible for excavating area down to 6" below desired finish grade	1	0.00	60,731.00	60,731.00

Totals:

Equipment Weight:	2,200.00 lbs
Equipment List:	$36,244.00
Discount Amount:	-$12,685.14
Equipment Price:	$23,558.86
Freight:	$833.14 Code: Needed
Installation:	$17,809.00
Products by Other:	$60,731.00
SubTotal:	$102,932.00
Estimated Sales Tax*:	$0.00
Grand Total:	**$102,932.00**

Notes:

Sourcewell Contract Number 38294
They are reusing existing swings

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes,

license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: OE25013111 **Quote Date:** 10/16/2025 **Equipment:** $36,244.00 **Grand Total:** $102,932.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By **Printed Name and Title** **Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By:

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

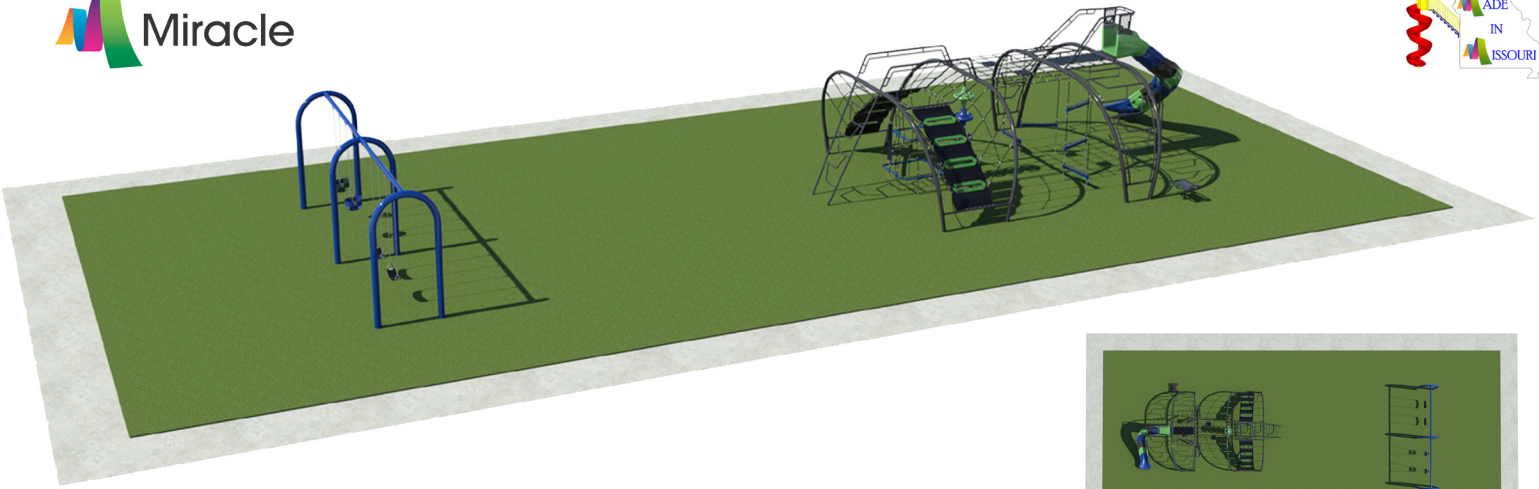
8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

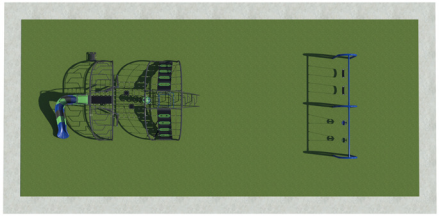
9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

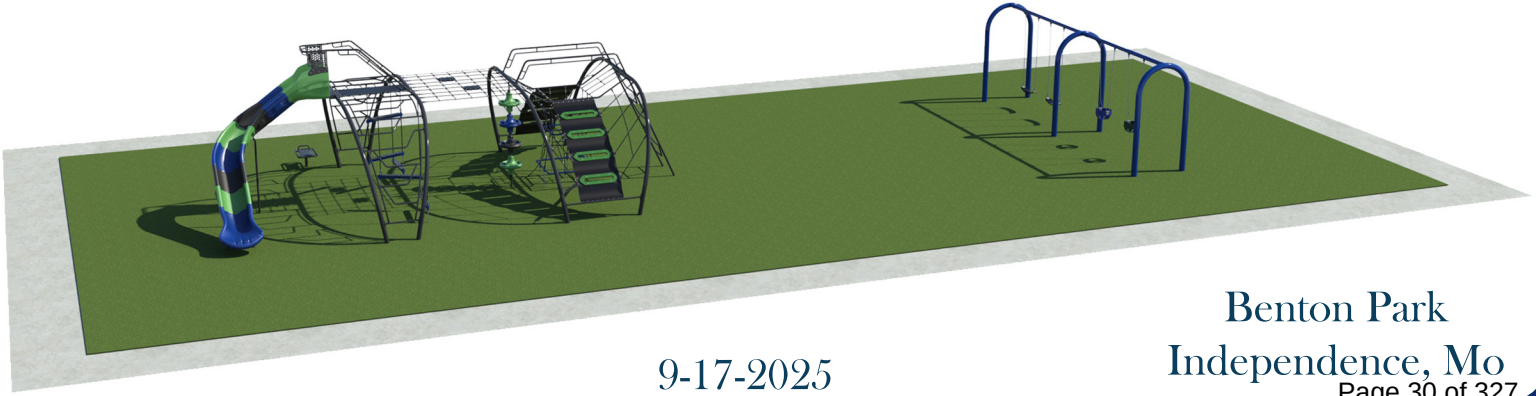
10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

Miracle







Benton Park
Independence, Mo

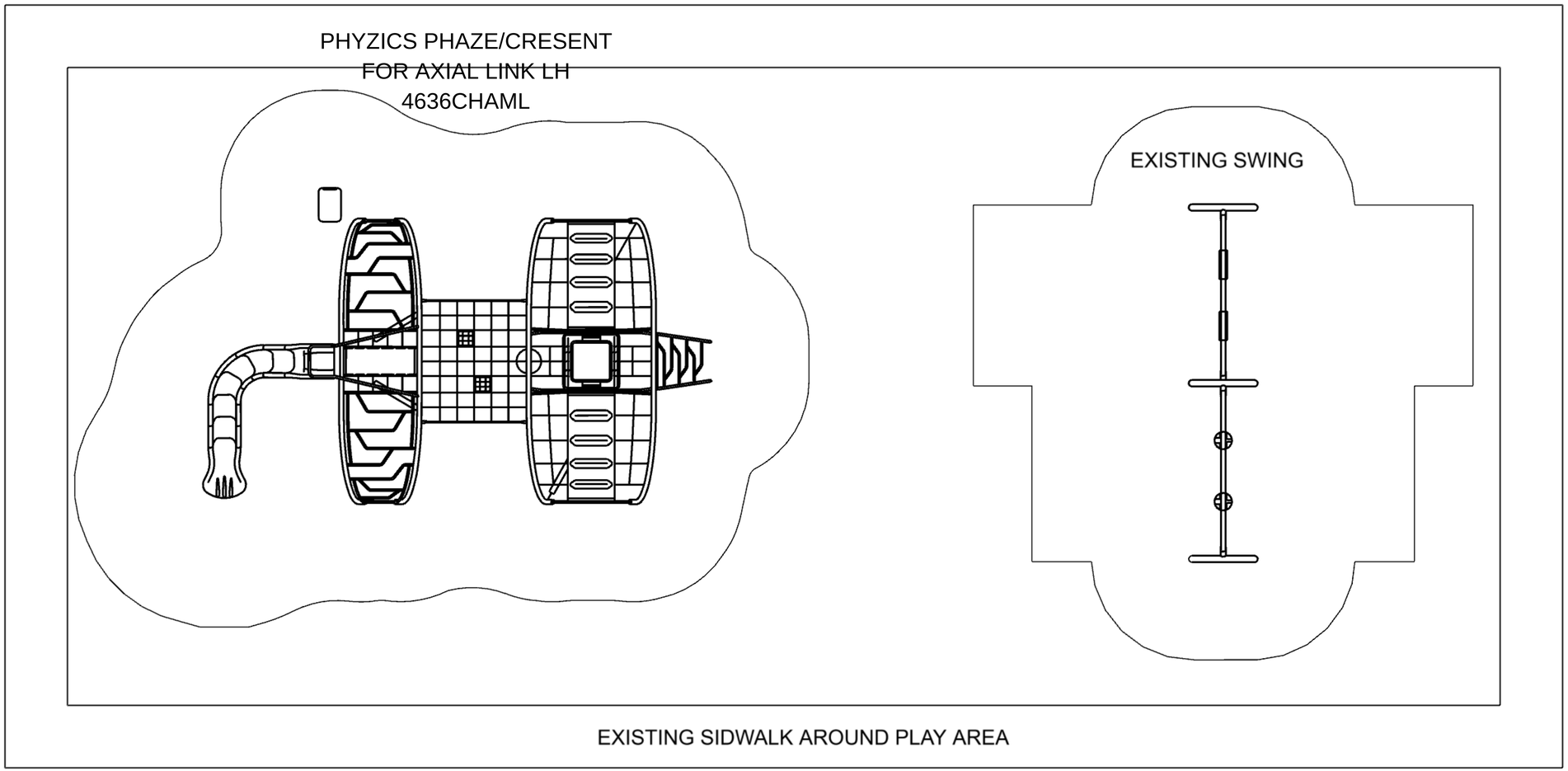
9-17-2025

Benton Park
Independence, Mo

AGE GROUP: 5-12_ASTM			
ELEVATED PLAY ACTIVITIES - TOTAL: 0			
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	0	REQ'D	0
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	0	REQ'D	0
GROUND LEVEL ACTIVITY TYPE:	3	REQ'D	0
GROUND LEVEL QUANTITY:	8	REQ'D	0

FOR KIDS AGES 5-12 YEARS

Child Capacity: 39



To verify product certification, visit www.ipema.org

CUSTOM PLAYSYSTEMS, INC.
320 WINNEBAGO DRIVE
LAKE WINNEBAGO, MO
PHONE NO: Enter Phone No.
FAX NO: Enter Fax number

GROUND SPACE: 68' x 24'-6"

PROTECTIVE AREA: 90' x 36'-6"

DRAWN BY: Bill Wickham

DATE: 09/17/2025

25012337

✓ COMPLIES TO ASTM/CPSC

✓ COMPLIES TO ADA

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
Council action is requested to authorize the City Manager to issue a purchase order to Guier Fence Company with the amount of $173,000.00 to install fencing for Substation M for the Power & Light department. **Approved**

Recommendations:
Council approval is recommended.

Background:
The Transmission and Distribution Substation Division of Independence Power & Light (IPL) needs to replace approximately 2000' of standard chain link fencing with 3/8" mini mesh perimeter fencing due to repeated break-ins and vandalism over the last 3 years. A cooperative contract (Jackson County Bid No: 24-006) with Guier Fence Co., Inc. is being utilized due to IPL's long-standing relationship with this professional fence installation & repair company.

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

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

Emergency Justification:

Fiscal Impact:
The fiscal impact to the city is $190,300.00, including contingency. Funding for Substation M Fence Replacement is included in the fiscal year 2025-2026 proposed budget, page 261, project account number 0217021-5406-202618-C, Sub M Perimeter Fence Replacement, IPL fund 021.

Council Action:

Department / Contact Power and Light /

REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Guier Fence Quote for Substation M - 9-23-25
2. Guier Fence/Jackson County, Missouri - 2024-2026 Term & Supply signed Contract Page
3. Guier Fence/Jackson County, Missouri 2024-2026 Signed Award Letter

Guier Fence Co.
2501B NW Jefferson St.
Blue Springs, MO 64015-7262
(816) 229-2047 Fax (816) 229-7483
www.guierfence.com
E-mail jshewmaker@guierfence.com

PROJECT QUOTATION **Date: 9-23-25**

Company***: IPL***
Project: Sub Station M
Attn***: Lee Donner***
Phone: 816-260-1380 Cell:
Fax: E-mail:

Thank you for the opportunity to bid on your project.
Guier Fence Co. proposes to furnish standard labor and materials for the above referenced projects according to the specifications below.

Option-1 Remove and replace approximately 2000' of 8' tall galvanized 1\2'' mini mesh. We will use 9ga. steel mechanical tie wires.

Total Price: $140,000.00

Option-2 Remove and replace approximately 2000' of 8' tall galvanized 3\8'' mini mesh. We will use 9ga. steel mechanical tie wires.

Total Price: $173,000.00

Tax Exempt Prevailing Wage.

- Not responsible for private buried lines or permits.

Guier Fence Company has been in business since 1979 and uses only profession installation crews and prime materials. Guier Fence Company Co. is bonded and fully insured, with a certificate of insurance available upon request. WOSB, EDWOSB, and WBE .

Acceptance Signature X_____
Respectfully submitted,
Jeff Shewmaker
Guier Fence Company
Commercial Account Manager
Mobile: 816-564-6785
Email: jshewmaker@guierfence.com

This bid is not binding on Guier Fence Co. until a signed original copy of this bid is submitted to Guier Fence Co. The prices and terms herein are guaranteed for a period of 30 days from the date of acceptance of the bid. After 30 days, prices are subject to increase without notice due to fluctuations in market pricing. Pricing will be increased at the sole discretion of Guier Fence Co. Materials may be ordered and paid in full to avoid a price increase. Guier Fence Co. must be paid upon delivery and placed at a secure storage area of your choice to await installation. Guier Fence Co. is not responsible for material damage or loss, not caused by Guier Fence Co., purchased in advance of the installation of your project.
Failure to pay invoice within 30 days of job completion, will result in a 1.5% (18% per annum) interest charge, or the maximum interest allowed on the remaining balance applied by law. Purchaser hereby agrees to reimburse Guier Fence Co. for any attempt to collect a debt from purchaser regarding this job, including but not limited to fees paid to debt collector and/or attorney's fees.
If you have any questions or concerns, please do not hesitate to contact the undersigned representative of Guier Fence Co. Again, we appreciate the opportunity to bid on your project, and look forward to doing business with you in the future.

Res 21584

A TERM AND SUPPLY CONTRACT for the furnishing of **Fencing Installation & Repair** for use by **Parks + Rec Department.**

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 24th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage, or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents, or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least **14** days written notice to Contractor.

The parties may annually extend this Contract annually beyond its original term for a time, not to exceed 12 months, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.
If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).
(Check one) Yes ____ No ____ Initials _____. Minimum order, if applicable$_____.
ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Guarr Fence PHONE NO: 816-229-2047
ADDRESS: 2501B NW Jefferson Blue Springs, MO FAX NO: _____
NAME OF AUTHORIZED AGENT (print or type): _____ DATE: 2-1-24
SIGNATURE OF AUTHORIZED AGENT: Jeff Shewmaker TITLE: Comm. acct mgr
EMAIL ADDRESS OF AUTHORIZED AGENT: _____
FEDERAL ID NO: 43-1478602 and/or SOCIAL SECURITY NO: _____
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ MINORITY BUSINESS ENTERPRISE (MBE): _____
WOMAN OWNED (WBE): _____

* *

JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: _____ DATE: 3-28-2024

PURCHASING DEPARTMENT

415 East 12th Street 816-881-3267
Kansas City, Missouri 64106 Fax 816-881-3268

March 29, 2024

Guier Fence Co., Inc.
Jeff Shewmaker
2501B NW Jefferson Street
Blue Springs, MO 64015

Dear Jeff Shewmaker:

Please consider this letter as Contract **Award** Notification for a Twenty-Four (24) Month Term & Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of **Fencing Installation & Repair** for the **Jackson County Parks + Rec Department** as detailed below:

Bid No: **24-006**
Resolution No. **21584**
Commodity: **Fencing Installation & Repair**
Contract Term: **March 29, 2024 to March 28, 2026**
Jackson County Point of Contact: **John Konon, 816-881-3292, jkonon@jacksongov.org**
Guier Fence Co., Inc. Point of Contact: **Jeff Shewmaker 816-229-2047, jshewmaker@guierfence.com**

The following required documents shall be furnished by your firm within ten (10) days after receipt of this agreement in accordance with the bid specifications.

CERTIFICATE OF INSURANCE

NOTE: INDICATE JACKSON COUNTY'S BID NUMBER ON ALL DOCUMENTS

The Jackson County Executive, or designee, shall be the sole judge as to the fact of the fulfillment of this agreement and upon any breach hereof said Executive or designee shall, at their option, declare this agreement void, and for any loss or damage by reason of such breach, whether this agreement is annulled or not, said Supplier and the sureties on said bond shall be liable.

JACKSON COUNTY MISSOURI

Bob Crutsinger Digitally signed by Bob Crutsinger
Date: 2024.03.28 10:59:10 -05'00'

Bob Crutsinger
Director of Finance and Purchasing

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize a purchase order to Tyler Technologies, Inc. in the amount of $606,939.48 for the city's annual subscription to Tyler Munis Enterprise Resource Planning (ERP) financial and human resources software system. **Approved**

Recommendations:

Council approval is recommended.

Background:

In 2014, the City Council acknowledged the need to replace the City's existing financial and human resources management systems with an integrated solution capable of supporting modern financial, payroll, and personnel processes. The J.D. Edwards system, implemented in 1997, had become outdated and lacked the functionality required for efficient operations. After a multi-phase evaluation process, the City implemented the Munis Software-as-a-Service (SaaS) system from Tyler Technologies, Inc., beginning in 2017.

Since implementation, the Munis system has supported the City's core financial and human resources functions. Over time, additional systems have been implemented to enhance certain human resources processes, including timekeeping, recruiting, and payroll. These newer systems are now fully operational.

Renewal of the current contract for an additional year is necessary to ensure continuity of services while staff evaluate the ongoing role of the Munis system and the services provided by Tyler Technologies. This evaluation will focus on how effectively the current environment supports financial management functions, integrates with the newly implemented HR systems, and aligns with the City's long-term operational and technological goals. Extending the contract at this time ensures uninterrupted system access, technical support, and maintenance coverage for critical financial operations during the evaluation period.

Emergency Justification:

Fiscal Impact:

Fiscal impact to the City is $606,939.48 in FY 2025-2026. Appropriations are included in the FY 2025-2026 proposed budget document page 157, 0954059 Other Operating Expenses.

Council Action:

Department / Contact	Finance and Administration /

REVIEWERS

Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Tyler Munis Invoice

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-533850	09/01/2025	1 of 2

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF INDEPENDENCE
ATTN: MARK THOMA-PERRY
111 EAST MAPLE AVENUE
INDEPENDENCE, MO 64050

Ship To: CITY OF INDEPENDENCE
ATTN: MARK THOMA-PERRY
111 EAST MAPLE AVENUE
INDEPENDENCE, MO 64050

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
51840	233014		USD	NET45	10/16/2025

Date	Description	Units	Rate	Extended Price
	APPLICATION SERVICES - ACCTG/GL/BUDGET/AP Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	136,607.47	136,607.47
	APPLICATION SERVICES - CONTRACT MANAGEMENT Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	15,280.65	15,280.65
	APPLICATION SERVICES - CAPITAL ASSETS Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	34,285.55	34,285.55
	APPLICATION SERVICES - CASH MANAGEMENT Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	24,744.51	24,744.51
	APPLICATION SERVICES - PURCHASING Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	60,101.69	60,101.69
	APPLICATION SERVICES - RECRUITING Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	2,805.86	2,805.86
	APPLICATION SERVICES - HUMAN RESOURCES & TALENT MANAGEMENT Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	5,867.51	5,867.51
	APPLICATION SERVICES - PAYROLL W/ESS Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	11,989.69	11,989.69
	APPLICATION SERVICES - ACCOUNTS RECEIVABLE Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	29,846.88	29,846.88
	APPLICATION SERVICES - GENERAL BILLING Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	14,030.42	14,030.42
	ACFR Statement Builder - Subscription Fees Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	17,857.19	17,857.19
	APPLICATION SERVICES - TYLER FORMS PROCESSING Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	10,305.07	10,305.07
	APPLICATION SERVICES - ePROCUREMENT Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	23,571.45	23,571.45
	APPLICATION SERVICES - TYLER CONTENT MANAGER SE Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	38,265.57	38,265.57
	APPLICATION SERVICES - PROJECT & GRANT ACCOUNTING Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	21,428.19	21,428.19
	APPLICATION SERVICES - MUNIS ANALYTICS & REPORTING Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	74,517.98	74,517.98
	APPLICATION SERVICES - EMPLOYEE EXPENSE REIMBURSEMENT Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	14,761.37	14,761.37
	Socrata Open Finance Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	15,181.43	15,181.43
	Cashiering API Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	13,671.00	13,671.00

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-533850	09/01/2025	2 of 2

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF INDEPENDENCE
ATTN: MARK THOMA-PERRY
111 EAST MAPLE AVENUE
INDEPENDENCE, MO 64050

Ship To: CITY OF INDEPENDENCE
ATTN: MARK THOMA-PERRY
111 EAST MAPLE AVENUE
INDEPENDENCE, MO 64050

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
51840	230817		USD	NET45	10/16/2025

Date	Description	Units	Rate	Extended Price
	Cashiering	1	41,820.00	41,820.00
	Cycle Start: 01/Oct/2025, End: 30/Sep/2026			

ATTENTION
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	606,939.48
Sales Tax	0.00
Invoice Total	606,939.48

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-534210	09/01/2025	1 of 1

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF INDEPENDENCE
ATTN: MARK THOMA-PERRY
111 EAST MAPLE AVENUE
INDEPENDENCE, MO 64050

Ship To: CITY OF INDEPENDENCE
ATTN: MARK THOMA-PERRY
111 EAST MAPLE AVENUE
INDEPENDENCE, MO 64050

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
51840	233035		USD	NET45	10/16/2025

Date	Description	Units	Rate	Extended Price
	Priority Based Budgeting - Subscription Cycle Start: 01/Oct/2025, End: 30/Sep/2026	1	40,000.00	40,000.00

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	40,000.00
Sales Tax	0.00
Invoice Total	40,000.00

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-535974	08/28/2025	1 of 1

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF INDEPENDENCE
ATTN: MARK THOMA-PERRY
111 EAST MAPLE AVENUE
INDEPENDENCE, MO 64050

Ship To: CITY OF INDEPENDENCE
ATTN: MARK THOMA-PERRY
111 EAST MAPLE AVENUE
INDEPENDENCE, MO 64050

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
51840	225899		USD	NET45	10/12/2025

Date	Description	Units	Rate	Extended Price
Aug 18 2025	William Porter INDEPENDENCE, MO - CASHIERING (225899) REMOTE IMPLEMENTATION	4	200.00	800.00
Aug 19 2025	William Porter INDEPENDENCE, MO - CASHIERING (225899) REMOTE IMPLEMENTATION	4	200.00	800.00

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	1,600.00
Sales Tax	0.00
Invoice Total	1,600.00

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-537361	09/12/2025	1 of 1

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF INDEPENDENCE
ATTN: MARK THOMA-PERRY
111 EAST MAPLE AVENUE
INDEPENDENCE, MO 64050

Ship To: CITY OF INDEPENDENCE
ATTN: MARK THOMA-PERRY
111 EAST MAPLE AVENUE
INDEPENDENCE, MO 64050

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
51840	225899		USD	NET45	10/27/2025

Date	Description	Units	Rate	Extended Price
Aug 28 2025	William Porter INDEPENDENCE, MO - CASHIERING (225899) REMOTE IMPLEMENTATION	4	200.00	800.00
Aug 29 2025	William Porter INDEPENDENCE, MO - CASHIERING (225899) REMOTE IMPLEMENTATION	4	200.00	800.00
Sep 2 2025	William Porter INDEPENDENCE, MO - CASHIERING (225899) REMOTE IMPLEMENTATION	4	200.00	800.00

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	2,400.00
Sales Tax	0.00
Invoice Total	2,400.00

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order to Cogent Inc. in the amount of $253,570 for the refurbishment of high service pumps #1 & #3 at the Courtney Bend Water Treatment Plant as part of the High Service Pump Overhaul Project (No. 402604). **Approved**

Recommendations:

Council approval is recommended.

Background:

The High Service Pump Overhaul Project (No. 402604) will disassemble, inspect, and make repairs of two of the High Service pump assemblies at the Courtney Bend Water Treatment Plant. Municipal Services operates five high-service pump units to deliver drinking water to the residents of Independence and its wholesale customers. To ensure an adequate water supply to the system, these high-service assemblies require maintenance and repair. Without this work, the potential for unanticipated equipment failures increases, and the amount of deliverable treated water is reduced.

The City received 4 bids through an invitation to bid (ITB #25052):

Contractor	Bid Total
Cogent, Inc	$253,570.00
JCI Industries, Inc.	$274,270.00
Letts Van Kirk & Associates	$577,444.33
Douglas Pump Service, Inc.	$684,995.00

Cogent, Inc. has successfully and satisfactorily completed similar projects for the City in the past. Their bid is being recommended for approval.

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 $278,927, including contingency. Funding for the High Service Pump Overhaul project (No. 402604) is included in the FY 26 budget, on page number 193, in account number 402604-C-0417041-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Bid Tabulation Summary - ITB#25052 - Refurbishment of High Service Pumps 1 & 3

Invitation to Bid #25052 - Bid Tabulation Summary
Refurbisment of High Service Pumps 1 &3
City Project No. 402604
14-Oct-25

Contractor	Bid Total
Cogent, Inc	$ 253,570.00
JCI Industries, Inc.	$ 274,270.00
Letts Van Kirk & Associates	$ 577,444.33
Douglas Pump Service, Inc.	$ 684,995.00

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute a construction contract with Linaweaver Construction, Inc., for an amount not to exceed $120,658 for Liberty Street Sidewalk & Structural Repairs as part of the Square Streetscape Phase 1 Project (No. 111902). **Approved**

Recommendations:

Council approval is recommended.

Background:

During the construction phase of the Square Streetscape Project (No. 111902), damage occurred to a previously undetermined substructure beneath the sidewalk on N. Liberty St. The Liberty Street Sidewalk & Structural Repair contract provides for concrete slab and structural steel repairs, as well as structural column installations, along 106-108 N. Liberty St.

There was 1 construction bid for this contract:

Linaweaver Construction, Inc.	$120,658

Linaweaver, Construction, Inc. has successfully and satisfactorily completed similar projects for the City in the past. Their bid is being recommended for approval of this contract.

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 $132,723.80, which includes a 10% contingency. This project is eligible for up to $3,727,497.10 in grant reimbursements. Funding for the Square Streetscape Phase 1 Project (No. 111902) is included in the FY 24 Budget, on page number 183, in account number 111902-C-0517051-5406.

Council Action:

Department / Contact	Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Construction Contract - Linaweaver - Liberty St. Sidewalk Repair - Square Streetscape Project - No. 111902
2. Official Bid Tab Summary - ITB #25055 - Liberty Street Sidewalk & Structural Repair - Square Streetscape - Project No. 111902
3. 20251105Linaweaver Construction Inc.113349

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of November 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 Linaweaver Construction, Inc., a Corporation of the State of Kansas, 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; 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 One Hundred Twenty Thousand, Six Hundred Fifty Eight and 00/100 Dollars ($ 120,658) 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 (25) working 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 Contract 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 _____
Lisa Reynolds , 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: #25055- Bid Tabulation Summary
Project Title: Liberty St Sidewalk Structural Repair - Square Streetscape Ph. 1
City Project No.: 111902
Date: 10/8/2025

Contractor	Bid Total
Linaweaver Construction, Inc	$ 120,658.00

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of November 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 Linaweaver Construction, Inc., a Corporation of the State of Kansas, 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; 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 One Hundred Twenty Thousand, Six Hundred Fifty Eight and 00/100 Dollars ($ 120,658) 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 (25) working 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 Contract 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 _____
Lisa Reynolds , 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 Change Orders #5 and #6 on the existing design contract (PO #24000627) with Kimley-Horn Associates for a contract totaling $1,923,466 as part of the Winner Rd Complete Streets Project (No. 112403). **Approved**

Recommendations:

Council approval is recommended.

Background:

Approval of this item will allow for additional funds to be added to the existing design services contract (PO#24000627) with Kimley-Horn Associates for the Winner Road Complete Streets Project (No. 112403).

Change order #5 will add $248,365 in order to complete the final roadway design for the project. These additional funds will be drawn from the Street Sales Tax account for the Project (No. 112403).

Change order #6 will add $300,358 in order to incorporate water system improvement designs into this contract. These improvements include the removal and replacement of undersized galvanized steel water mains within the right-of-way on Winner Rd. These additional funds will be drawn from the Water Main Replacement Project Account (No. 9749) and tracked separately through a new line item on PO#24000627.

The overall impact of these additional services will add a total of $548,723 to this contract. The overall contract breaks down as follows:

Original Purchase Order: (Traffic Study)	$ 299,865.00 (Approved 9/18/2023)
Change Order #1: (Additional Traffic Counts)	$ 960.00
Change Order #2: (Preliminary Engineering)	$1,063,251.00 (Approved 10/7/2024)
Change Order #3: (Environmental Testing)	$ 2,650.00
Change Order #4: (Additional Survey Points)	$ 8,017.00
Change Order #5: (Final Roadway Design)	$ 248,365.00
Change Order #6: (Water Main Design)	$ 300,358.00
New Purchase Order Total:	$1,923,466.00
New Contingency:	$ 192,346.60

This project is eligible for up to $5.5 million in federal funding reimbursement through the Mid-America Regional Council's (MARC) Surface Transportation Block Grant Program (STP) fund.

The Winner Road Complete Streets Project will include the addition of ADA-compliant

sidewalks, on-street bicycle lanes, pedestrian signal improvements, transit stop improvements, new green infrastructure, new street lighting, and traffic-calming measures.

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 $2,115,812.6, including contingency. Funding for the Winner Rd. Complete Streets Project (No. 112403) is included in the FY 26 Budget, on page number 192, in account 112403-C-0517051-5406. Funding for the Water Mains Replacement Project (No. 9749) is included in the FY 26 Budget, on page number 193, in account number 9479-C-0417041-5406.

Council Action:

Department / Contact	Municipal Services /

REVIEWERS
Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. CO#5 - Winner Rd - Water Mains - Scope & Fee
2. CO#6 - Winner Rd - Final Design - Scope & Fee
3. Project Location - Winner Road Complete Streets

Scope of Services
Winner Road Complete Streets
October 10, 2025

Amendment #5 – Final Road Design
Project Understanding

The scope of services includes final roadway design complete street improvements to Winner Road from US 24 to the Englewood Arts District near Hedges Lane. Improvements will include the addition of ADA compliant sidewalks, bicycle accommodations, traffic and pedestrian signal improvements, transit stop improvements, new green infrastructure, new streetlighting, and traffic calming measures.

The previous contract took only a portion of the project to final design; however, with additional funding, this amendment will complete the design of the entire project. It is assumed the project will be let in two segments to utilize the federal funding obligated for federal fiscal year 2026 and recognizing that final permits with the railroad may take longer to acquire. The project is anticipated to be bid as:

- Phase 1 Bidding:
  - Part 1 - US 24 through S. Franklin Avenue (approximately) Roadway Plans eligible for federal funding (no utility work)
  - Part 2 – Water Main Replacement Plans (no federal funding) and referenced in separate contract amendment
- Phase 2 Bidding:
  - Roadway and Bridge Plans from approximately S. Franklin Avenue to Hedges Lane

Phase 100 Project Management

Task 101 Administration and Project Management

Kimley-Horn ("Engineer") will perform the following Administration and Project Management Tasks:

1. Organize and attend the project kick-off meeting.
2. Personnel planning, project scheduling, and budget control.
3. Prepare and submit monthly progress report documents, along with the monthly invoices. The Monthly Progress Report will include the following:
   a. Past Month's Activities/Accomplishments
   b. Budget Summary Status (showing % complete vs. % expended per task)
   c. Schedule Summary Status (chart showing baseline schedule vs. actual schedule)
   d. Next month's Planned Activities/Goals

5. Prepare subconsultant contracts. Review and process subconsultant invoices.

Task 102 Quality Assurance and Quality Control

The Engineer will perform the following Quality Assurance and Quality Control Tasks:

- Perform independent Quality Assurance Reviews to verify that QCP is being followed on deliverables,
- Perform Quality Control reviews of the Conceptual, Preliminary, Right of Way, and Final Design deliverables,
- Perform Opinion of Probable Construction Cost reviews,
- Review subconsultant QCPs, and
- Review deliverables from subconsultants:
  - Environmental Investigations.

Phase 700 Right of Way Plans (60% Submittal)

Task 701 Additional Right of Way Plans

The City approved preliminary plans will be updated for the Right of Way Plan submittal to MoDOT for the entire project (only approximately half of the project was budgeted to advance to Right of Way Plans previously). Items that will be updated or added:

- Update Title Sheet,
- Add a summary of parcel acquisition, full or partial, temporary or permanent easement, and remainders sheet, and
- Include acquisition line work from Right of Way Plan to plan sheets where properties are shown.

After receiving comments from City, Engineer will log and resolve each comment and will prepare and submit revised documents according to the project schedule. The log of resolved comments will be submitted with the revised plans. The City will notify Engineer of right of way plan approval according to the project schedule.

Any City requested changes to the right of way or temporary easements after approved right of way plans may require a scope amendment and a supplemental agreement.

Phase 800 Final Design (PS&E Submittal)

Task 801 Roadway Final Plans (PS&E Submittal)

Conduct final design to prepare construction plans and specifications for two construction contracts. The following items will be included:

- Finalize title sheet,
- Finalize typical section sheets,
- Update approved R/W plan and profile sheets into final construction roadway plan and profile sheets,
- Finalize retaining wall plans and details (if needed),
- Develop concrete jointing details,
- Finalize storm sewer design,
- Develop drop inlet special details (if needed),
- Develop erosion control plans and details,
- Finalize construction phasing and develop temporary traffic control plans,
- Finalize culvert sections (if needed),
- Finalize pavement marking plans,
- Develop signing plans,
- Finalize street lighting plans,
- Final Landscaping Design and Details, including:
  - Finalize corridor landscape plan, including limits of turf restoration and location of plant materials, and
  - Finalize planting details and notes.
- Finalize cross sections,
- Finalize quantities,
- Develop Bid Manual,
- Develop Construction Project Manual, and
- Finalize Engineers OPCC.

Engineer will develop two Bid Manual and Construction Manual as per the MoDOT LPA Manual Section 136.9.4 Bid Documents. For the sections to be completed by the City, the City will provide Engineer the City's standard construction bid documents, modified for this project, and other EJCDC language as applicable. Engineer will be responsible for developing the following sections of the Bid Manual and Construction Manual:

- Technical Specifications,
- PSP's 1120 – M&P,
- Submittal Checklist,
- Bid Item List, and
- C410 and C520 portions of the Bid Manual and Construction Manual

Prepare, submit, and coordinate a Stormwater Pollution Prevention Plan (SWPPP) for the second phase of the project.

After receiving comments from City, Engineer will log and resolve each comment and will prepare and submit revised documents according to the project schedule. The log of resolved comments will be submitted with the revised plans. The City will notify Engineer of Final design approval according to the project schedule.

Any City requested changes to the final design after approved final design plans may require a scope amendment and a supplemental agreement. Final design will begin upon City notification of preliminary design approval to Engineer.

Phase 900 Bidding and Construction Phase Services

Task 901 Bidding Phase Services

During the bidding phase of the project, Engineer will:

- Respond to one set of Contractor and City questions as requested by the City during the bid phase of the project,
- Attend one prebid meeting with the City/Contractors as requested by City,
- Assist with addenda creation (needed for technical items), and
- Assist with submittal review and make recommendations.

PROJECT EXCLUSIONS

The following list includes specific structural items/tasks that are not included in the scope of services for this project. This list is not intended to be all inclusive. Furthermore, any scope item that is not described in this scoping document or assigned in the manhour attachment shall be considered out of scope and Engineer reserves the right to negotiate for supplemental compensation that may be required.

- Retaining walls are assumed to be Cast-in-Place concrete retaining walls.
- All permitting covered under roadway project tasks
- All coordination with the railroad (CPKC) during construction phase will be handled by the Contractor directly

Project Deliverables and Permits

The following will be submitted to the City, or others as indicated, by Engineer:

1. One digital copy of the Right of Way Plans,
2. One digital copy of the Final Design (signed and sealed) with OPCC (two bid sets assumed),

3. One digital copy of the project bid manuals (two bid manuals assumed for separate bidding),
4. One digital copy of the project construction manual (two bid manuals assumed),
5. CADD file submitted to each of the following: the City, utilities and contractor,
6. Digital copies of the right-of-way and/or easement acquisition documents, and
7. Two Stormwater Pollution Prevention Plan (SWPPP).

Winner Road Fee Summary

Amendment #2 - Road Final Design - October 10, 2025

Additional Services

Phase	Summary	Total
100	**Project Management & QA/QC**	**$34,380**
200	**Data Collection**	$0
	Sub - Traffic Counts	$0
	Sub - Survey	$0
	Sub - Environmental	$0
	Sub-Total	**$0**
300	**Public Engagement / Coordination**	**$15,440**
400	**Concept Design**	**$0**
500	**Environmental Services**	$0
	Sub - Arch History Survey	$0
	Sub - Arch Survey	$0
	Sub-Total	**$0**
600	**Preliminary Design (50%)**	**$0**
700	**Right-of-Way Plans**	**$21,330**
800	**Final Design (PS&E Submittal)**	
	Roadway	**$146,995**
	Bridge	**$0**
	Sub-Total	**$146,995**
900	**Bidding/Construction Phase**	
	Roadway	**$25,350**
	Bridge	**$0**
	Sub-Total	**$25,350**
1000	**Water Main Replacement**	**$0**
Summary		
	KH Basic Services	$243,495
	Subconsultants	$0
	Reimbursable Expenses (2%)	$4,870
	Sub-Total	**$248,365**

Optional Services

Phase	Summary	Total
Summary		
	KH Optional Services	$0
	Optional Subconsultants	$0
	Sub-Total	**$0**

Total	**$248,365**

Scope of Services
Winner Road Complete Streets
September 29, 2025

Amendment #4 – Water Main Replacement
Project Understanding

The scope of services includes the replacement of the undersized galvanized steel water mains within or adjacent to Winner Road right-of-way and additional areas in the vicinity as indicated in **Figure 1.**

The previous contract took only a portion of the project to final design; however, with additional funding, this amendment will complete the design of the entire project. It is assumed the project will be let in two segments to utilize the federal funding obligated for federal fiscal year 2026 and recognizing that final permits with the railroad may take longer to acquire. The project is anticipated to be bid as:

- Phase 1 Bidding:
  - Part 1 - US 24 through S. Franklin Avenue (approximately) Roadway Plans eligible for federal funding (no utility work)
  - Part 2 – Water Main Replacement Plans (no federal funding)
- Phase 2 Bidding:
  - Roadway and Bridge Plans from approximately S. Franklin Avenue to Hedges Lane

Phase 100 Project Management

Task 101 Administration and Project Management

Kimley-Horn ("Engineer") will perform the following Administration and Project Management Tasks:

1. Organize and attend the project kick-off meeting.
2. Personnel planning, project scheduling, and budget control.
3. Prepare and submit monthly progress report documents, along with the monthly invoices. The Monthly Progress Report will include the following:
   a. Past Month's Activities/Accomplishments
   b. Budget Summary Status (showing % complete vs. % expended per task)
   c. Schedule Summary Status (chart showing baseline schedule vs. actual schedule)
   d. Next month's Planned Activities/Goals
5. Prepare subconsultant contracts. Review and process subconsultant invoices.

Task 102 Quality Assurance and Quality Control

The Engineer will perform the following Quality Assurance and Quality Control Tasks:

- Perform independent Quality Assurance Reviews to verify that QCP is being followed on deliverables,
- Perform Quality Control reviews of the Conceptual, Preliminary, Right of Way, and Final Design deliverables,
- Perform Opinion of Probable Construction Cost reviews,
- Review subconsultant QCPs, and
- Review deliverables from subconsultants:
  - Environmental Investigations.

Phase 200 Data Collection

Task 204 – Water Main Replacement Survey
Engineer will subcontract with Powell CWM, Inc. (Powell), to provide the following land surveying and mapping services:

LAND SURVEYING AND MAPPING SERVICES

- Powell shall provide a baseline survey, topographic survey, locating property corners, section corners, and provide actual mean sea level elevations along the route shown on the attached strip map.
- Powell shall establish a horizontal and vertical control network based on State Plane Coordinates, Missouri West Zone, U.S. State Plane 1983 Coordinate System.
- Powell will set a PK nail every 100 feet along the routes in the center of the pavement. In areas where there is no pavement, Powell will set a 5/8” rebar minimum 15” in length every 100 feet along the route. Each of these locations will be marked with a station starting with Sta. 0+00. The stationing is to be painted on the pavement where there is pavement. For those areas with no pavement, Powell is to use a 1”x2”x36” wood stake with the stations marked on the stake.
- Powell shall establish 3 primary control points and provide reference ties for each site.
- Powell shall re-establish the existing horizontal alignment and right-of-way lines along the routes.
- Powell will recover and locate necessary land corners to allow for the retracement of property lines necessary to accurately show property lines.
- Powell will recover the necessary section corners and provide ties to the project.
- Powell will perform a topographic survey and prepare a surface terrain model for the project area. The Baseline Survey will show existing pavement widths every 100 feet. All fences, driveways, trees, bushes, culverts, flower gardens,

sidewalks, decks, houses, the house address, property lines, storm water structures, sanitary sewer structures, gas lines, telephone lines, telephone poles, telephone boxes, cable TV lines, power lines, power poles, water mains (fire hydrants and valves), water service lines (tap, curb stop and meter well), road R/W, railroad R/W, creeks, etc., 100 feet on either side of the baseline survey, as described below (or to the front of houses):

- Glenwood Avenue from Winner Road to 9th Street.
- 9th Street from Arlington Avenue to Railroad.
- Glenwood Avenue from Truman Road to 13th Street.
- 13th Street from Glenwood Avenue to Winner Road.
- Franklin Avenue from Franklin Drive to east side of 9629 Franklin Avenue.
- 13th Street from Franklin Drive to east side of 9720 13th Street.
- Jewell Court from Franklin Drive to Franklin Avenue.
- Evanston Avenue from Arlington Avenue to 16th Street.
- Hawthorne Place from Winner Road to south of 1725 Hawthorne Place.
- Maywood Avenue from Winner Road to 15th Street.
- Hardy Avenue from Winner Road to 15th Street.
- Hedges Avenue from Winner Road to north of 1614 Hedges Avenue.

- Powell shall request utility one-calls and complete a field survey of the utilities within the project area. Utilities will be located and shown according to the observed evidence and in conjunction with plans provided by the City of Independence and obtained from utility providers. Powell makes no guarantee that the utilities shown include all utilities in the area either in service or abandoned. Powell further does not warrant that the utilities shown are in the exact location indicated although Powell will certify that they are located as accurately as possible from the information available.
- Powell will map sanitary and storm sewers within the Project Area and the next upstream and downstream structure. Powell will obtain top and depth elevations of each structure along with structure sizes and pipe sizes.
- It is assumed that this project will require Subsurface Utility Engineering (SUE) Quality Level C and D.
- Powell shall develop a Base Map in Autodesk Civil3D (CAD file only) from the field survey data.
- Powell will be required to obtain mean sea level elevations along the centerline of the street at every station.

ASSUMPTIONS AND EXCLUSIONS

- The marking the baseline of proposed watermain replacements along Winner Road will not require PK nails set in the center of the roads and no additional land surveying or mapping will be required along Winner Road.
- Access is available to the land and right-of-way to perform field investigations and surveys.
- Guarantee Title Reports will not be required for this project.

- No acquisitions will be required for this project.
- Construction staking of proposed improvements will be the responsibility of the selected contractor and are not included in the proposal.
- Any item not specifically listed above is excluded from this proposal.

Phase 1000 Winner Road Water Main Replacement

Task 1001 Preliminary Design

A. **Conduct Field and Record Investigations and Pipeline Route Surveys –** This subtask includes the activities and effort related to performing field and record investigations and pipeline route surveys of the project sites shown in Figure 1. These services will include the following tasks:
    a. Inspect project sites and document representative existing conditions with digital photos along the possible main alignments.
    b. Locate and obtain copies of as-built drawings for existing water mains to be replaced or abandoned in the project including their connections to other mains. Review the necessity and size for replacement.
    c. Utility Coordination: Per Task 306 Public and Private Utility Coordination.
    d. Pipeline Route Surveys: Per Task 204 Surveys.
    e. Obtain a digital copy of City's GIS data for project sites including water, sewer, contours, parcels and impervious surfaces.

B. **Preliminary Layout Drawing Review (30% Design)**
    a. Generate base plan sheets with existing utilities and surface features in the right-of-way, including proposed water main alignments in 20:1 scale incorporating City's GIS information, pipeline route survey data, utility research, and review of water main as-built drawings. Each sheet will have a minimum of 2 representative site photos recently obtained during the site walkthrough that indicate the alignment of the proposed replacement water main.
    b. Meet with City staff in the field to review the base plan sheets for the project sites and provide recommendations on new water main alignments and receive City comments. Provide memo to document field decisions. Submit revised plans as 30% design documents for City review.
    c. Determine the need for permanent and temporary construction easements along the proposed water main alignments.

C. **Prepare Preliminary Construction Drawings (60% Design)**
    a. Prepare preliminary CAD construction drawings for water main improvements using City standard format, title block, drafting standards and details.
    b. Preliminary (60% Design) drawings shall include the following:
        i. Generally reflect horizontal alignment following 30% design submittal and review with adjustments for any utility coordination and conflicts identified. Include location of above ground utilities,

below ground structures and utilities and dimensioning to indicate location of proposed water main in relation to right-of-way boundary and these facilities.

ii. Pipeline and ground surface profiles to identify elevations at key points such as grade changes and utility crossings and include proposed valves, vertical and horizontal bends, proposed service tap locations, branch line connections and connection details.

iii. Construction details for filling, flushing, disinfection, flushing, thrust restraint and permanent connections to minimize service disruption.

c. Submit 60% design drawings with preliminary opinion of probable cost to City for review and comment.

Task 1002 Final Design

A. Prepare 90% Construction Drawings

a. Incorporate City review comments from 60% design submittal and prepare CAD construction drawings for water main improvements using City standard format, title block, drafting standards and details.
b. Prepare Technical Specifications and Special Provisions to supplement City's standard specifications to be included in the roadway Final Design submittal, Bid Manual and Construction Manual.
c. Submit 90% design drawings and technical specifications with preliminary opinion of probable cost to City for review and comment.

B. Finalize Documents for Bidding

a. Incorporate City review comments from 90% design submittal and prepare CAD construction drawings for water main improvements using City standard format, title block, drafting standards and details.
b. Prepare Technical Specifications and Special Provisions to supplement City's standard specifications to be included in the roadway Final Design submittal, Bid Manual and Construction Manual.
c. Submit draft final design drawings and technical specifications with final opinion of probable cost to City for review and comment.
d. Incorporate City review comments and incorporate final water main construction documents into project construction documents for bidding.

Project Deliverables and Permits

The following will be submitted to the City, or others as indicated, by Engineer:

1. One digital copy of the preliminary water main replacement plans,
2. One digital copy of the Right of Way Plans,
3. One digital copy of the Final Design (signed and sealed) with OPCC,
4. One digital copy of the project bid manuals (two bid manuals assumed for separate bidding),

5. One digital copy of the project construction manual,
6. CADD file submitted to each of the following: the City, utilities and contractor,
7. Digital copies of the right-of-way and/or easement acquisition documents,
8. Two Stormwater Pollution Prevention Plan (SWPPP), and
9. One digital copy of the MDNR water main construction permit.

WINNER ROAD WATER MAIN REPLACEMENTS

Figure 1

WATER AREA MAP
(SCHEMATIC ONLY)
03/07/2024

INDEPENDENCE
MUNICIPAL SERVICES

HORIZONTAL SCALE
200 150 100 50 0 200
1 INCH = 200 FEET

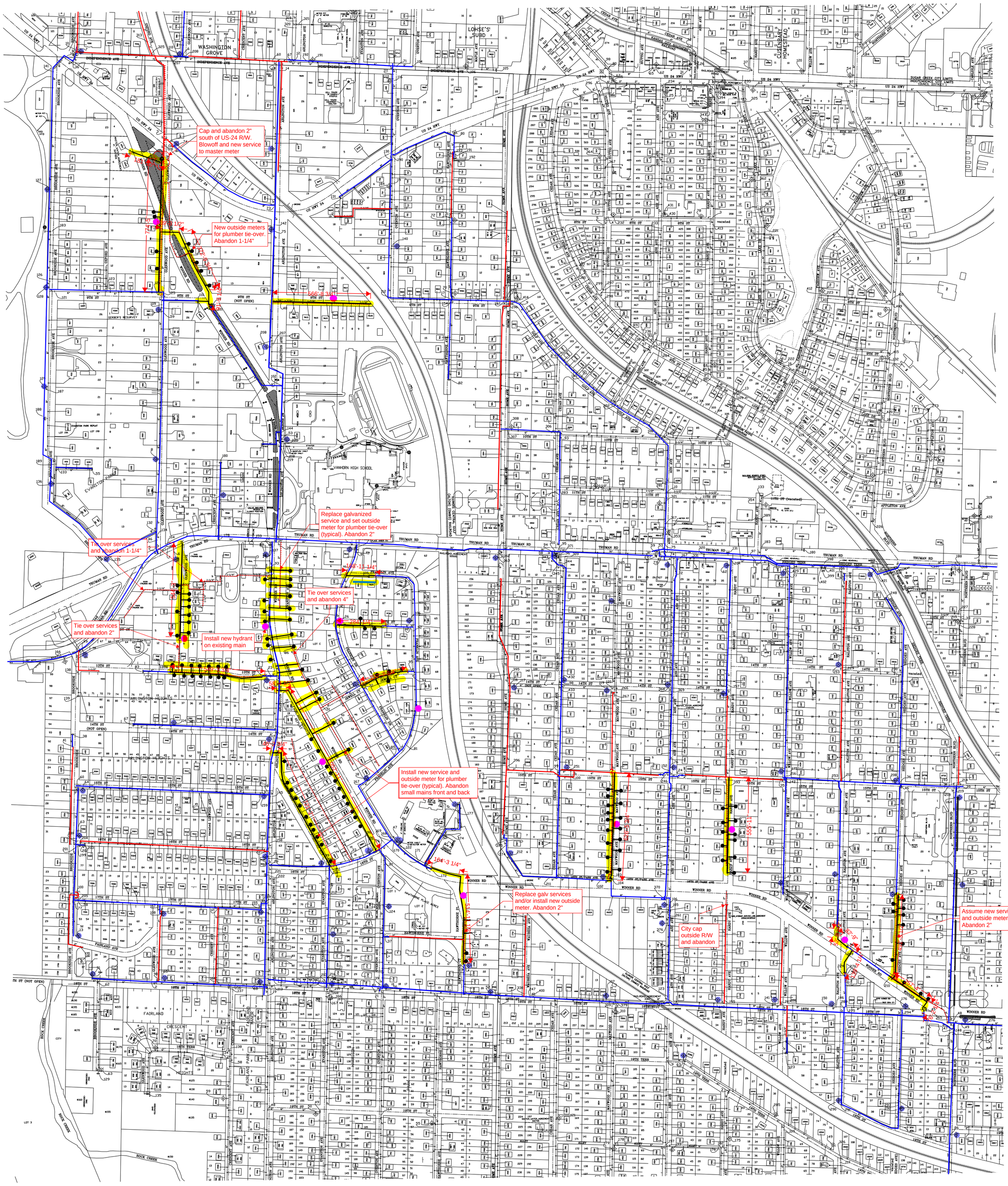
LEGEND

Existing Water Mains
≥ 6"
< 6"

Existing Fire Hydrants

Proposed New Water Mains

Proposed New Fire Hydrants



Winner Road Fee Summary

Amendment #5 - Water Main Replacement - August, 2025

Additional Services

Phase	Summary	Total
100	**Project Management & QA/QC**	**$28,370**
200	**Data Collection**	$0
	Sub - Traffic Counts	$0
	Sub - Survey	$63,585
	Sub - Environmental	$0
	Sub-Total	**$63,585**
300	**Public Engagement / Coordination**	**$0**
400	**Concept Design**	**$0**
500	**Environmental Services**	$0
	Sub - Arch History Survey	$0
	Sub - Arch Survey	$0
	Sub-Total	**$0**
600	**Preliminary Design (50%)**	**$0**
700	**Right-of-Way Plans**	**$0**
800	**Final Design (PS&E Submittal)**	
	Roadway	**$0**
	Bridge	**$0**
	Sub-Total	**$0**
900	**Bidding/Construction Phase**	**$0**
1000	**Water Main Replacement**	**$203,760**
Summary		
	KH Basic Services	$232,130
	Subconsultants	$63,585
	Reimbursable Expenses (2%)	$4,643
	Sub-Total	**$300,358**

Optional Services

Phase	Summary	Total
Summary		
	KH Optional Services	$0
	Optional Subconsultants	$0
	Sub-Total	**$0**

Total	**$300,358**

Project Location: Winner Road Complete Streets Project (No. 112403)

VICINITY MAP

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize a purchase order with Toth & Associates in the amount of $122,750.00 for the development of transmission line plan and profile drawings for the Power & Light Department. **Approved**

Recommendations:

Council approval is recommended.

Background:

Plan and Profile (P&P) drawings are technical documents that depict transmission line sections from both top and side views. These drawings identify pole structure locations, design details, line sag, and other critical information that illustrate how individual components interact along a line segment. P&P drawings are used by IPL to plan, repair, and replace transmission structures effectively.

Currently, several transmission line segments lack complete P&P drawings, while others contain outdated or incomplete data. Twelve transmission line segments were identified as having the greatest need for new or updated P&Ps. These include ten 69kV lines and two 161kV lines, totaling approximately 35 miles of transmission infrastructure.

As part of this project, Toth & Associates will perform drone-based LiDAR data collection, PLS-CADD modeling, and sag analysis to produce accurate, current-condition P&P drawings for the identified transmission segments.

Toth & Associates is an approved architectural and engineering vendor for the City and possesses the necessary expertise, software, and systems to deliver these services efficiently and cost-effectively.

Approval of this item also authorizes change orders up to ten percent (10%) of the authorized amount, contingent upon available appropriations.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the city is $135,025, including contingency. Funding for the transmission line plan and profile development is included in the fiscal year 2025–2026 proposed budget, page 246, account number 0206160-5226, Engineering – Professional Services, IPL Fund 20.

Council Action:

Department / Contact	Power and Light /

REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Independence_Transmission Line Survey and Modeling_Cost Estimate
2. Contract - Professional Services (AE) - Toth and Associates - Priority Lines LiDAR and P&P
3. Toth Limited Source Justification emails
4. P&P survey 2025 SOURCE JUSTIFICATION

2025
FULL COST ESTIMATE

INDEPENDENCE POWER & LIGHT
TRANSMISSION LINE SURVEY & MODELING

(LiDAR, Modeling, As-Built Drafting, and Clearance Review)

Client:
Independence Power & Light

Project:
Priority 1 & 2 LiDAR Survey & Modeling

Prepared by:
Toth & Associates

Date:
September 12, 2025

TOTH & ASSOCIATES

ELECTRICAL | STRUCTURAL | CIVIL

5331 S Macadam Ave, Suite 375
Portland, Oregon 97239
tothassociates.com
503-946-6440

COST ESTIMATE FOR LIDAR SURVEY AND MODELING (PRIORITY AREAS 1 & 2)

KEY PERSONNEL

Luke Snow, PE
Nathan Carmichael, RWP, PMP
Jeff Clevenger, GISP
Kent Peterson, PLS
Chad Parker, LSI

SCOPE DESCRIPTION

Toth & Associates is pleased to provide a proposal to Independence Power & Light for Drone-Based LiDAR Acquisition, PLS-CADD Modeling, Sag Analysis and Infrastructure Assessment, and As-Built P&P development and revisions. The initial scope targets the indicated Priority 1 and Priority 2 alignments, covering 12 transmission segments - (10) 69 kV and (2) 161 kV - plus the 12 adjacent substations and 2 line switch locations. The total line length is approximately 35 miles, with some double-circuit structures requiring only a single LiDAR flight. The total unique miles to be flown is approximately 32.5. For each of the 12 lines, Toth will develop an individual PLS-CADD model and P&P based on agreed criteria and standards. For the initial phase, Method 1 structures will be used to develop P&Ps and review conductor sag clearances across the system. Lines and stations included within this scope and estimate are listed below with approximate lengths:

		Destination From		Destination To		Design Temperature (°F)	Total Aerial Length (mi)	Unique Aerial Length (mi)	Conductor (Size & Type)	Notes
		Bus ID	Bus Name	Bus ID	Bus Name					
69kV Transmission Lines	Priority 1	548806	Blue Valley Sub A	548802	Sub H	167	3.80	3.80	336 ACSR	
		548806	Blue Valley Sub A	548801	Sub K	167	4.01	4.01	556 ACSR	(2 Segments) Mapped length longer than the provid
		548815	Sub M	548809	Shrank Road Jct.	212	3.01	3.01	556 ACSR	
		548815	Sub M	548802	Sub H	167	1.06	1.06	556 ACSR	
	Priority 2	548806	Blue Valley Sub A	548827	Sub P	212	3.30	1.87	556 ACSR	Joint build portion w/ A-K
		548800	Sub I	548827	Sub P	167	2.68	1.51	556 ACSR	Joint build portion w/ M-Shrank Rd. Jct.
		548815	Sub M	548811	Sub J	167	1.80	1.80	556 ACSR	
		548830	Sub R	548809	Shrank Road Jct.	212	1.94	1.94	556 ACSR	(2 Segments) Mapped length longer than the provid
		548821	Sub N	548826	Sterling Rd. Jct.	212	1.08	1.08	556 ACSR	
		548821	Sub N	548804	Sub E	167	0.84	0.84	556 ACSR	
161kV Lines	Priority 2	548807	Blue Valley Sub A	543804	Evergy Blue Mills Sub	212	5.77	5.77	795 ACSR	Mapped length longer than the provided
		543804	Evergy Blue Mills Sub	548808	Eckles Road Sub	212	5.70	5.70	795 ACSR	Mapped length shorter than the provided
						Totals	**34.99**	**32.39**		

Substations / Switches	N/A	548806	Blue Valley Sub A
		548807	Blue Valley Sub A
		548804	Sub E
		548802	Sub H
		548800	Sub I
		548811	Sub J
		548801	Sub K
		548815	Sub M
		548821	Sub N
		548827	Sub P
		548830	Sub R
		548808	Eckles Road Sub
		543804	Evergy Blue Mills Sub
		548809	Shrank Road Jct.
		548826	Sterling Rd. Jct.

SCOPE OF WORK AND COST ESTIMATE

Mobilization.....$6,500

Scope: Mobilization will include all travel, lodging, and onsite transportation, as well as adherence to site-specific security protocols for both personnel and equipment. These preparations ensure safe, efficient access to project areas and readiness for inspection activities in coordination with client schedules and site requirements.

LiDAR Scanning & Survey.....$32,500

Scope: TOTH will perform LiDAR scanning to support infrastructure review and as-built documentation. Ground control points (GCPs) will be established approximately one mile apart, not exceeding three miles, using the NAD83 (2011) MO West State Plane coordinate system for horizontal positioning and NAVD88 for elevation. Flights will be conducted with DJI Matrice 300/350 UAS equipped with Rock Robotic R2A or R3Pro LiDAR scanners, with takeoff/landing sites selected for optimal coverage and operational safety by the Pilot-In-Command.

Deliverables:

- Established survey control and ground control points
- Structure photos for all poles within alignment and any adjacent taps

PLS-CADD Modeling and LiDAR Processing.....$48,750

Scope: Collected LiDAR data will be processed and classified to create a detailed point cloud of the transmission corridor. This high-resolution spatial data will enable precise PLS-CADD modeling of existing method 1 structures, conductors, and surrounding terrain to support design and engineering activities.

Deliverables:

- Processed and classified point cloud (.las/.laz)
- PLS-CADD model of existing alignments (.xyz,.bak,.stk)

Clearance Analysis and Infrastructure Assessment.....$17,500

Scope: Using the PLS-CADD model, TOTH will perform clearance analysis to confirm conductor-to-ground and conductor-to-object distances, identifying any potential violations. This assessment will ensure compliance with NESC requirements and project-specific design criteria while highlighting any needed corrective actions.

Deliverables:

- Detailed conductor clearance reports

Plan & Profile Development and Revisions.....$17,500

Scope: An individual Plan & Profile (P&P) will be developed for each transmission segment based on agreed-upon criteria and standards. As-built P&Ps will incorporate LiDAR data, clearance analysis results, and field observations, with revisions made to reflect any updates or corrections identified during the project.

Deliverables:

- P&P developed in PLS-CADD (.xyz,.bak,.pdf)
- Primary structure units to be included as identified in the field and standardized by IPL
- Miscellaneous structure units to be included on P&P where previously documented in record drawings or Cityworks

TOTAL.....$122,750

TOTH & ASSOCIATES

TOTH & ASSOCIATES, INC. | CONSULTING ENGINEERS
1550 E REPUBLIC ROAD | SPRINGFIELD, MO 65804 | (417) 888-0645
PORTLAND, OR | BILLINGS, MT | HERMISTON, OR | TRI-CITIES, WA
TOTHASSOCIATES.COM

CONTRACT FOR
PROFESSIONAL SERVICES

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

W I T N E S S E T H:
WHEREAS, City requires transmission 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 10/10/2025.

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 06/30/2026.

ARTICLE 4 – COMPENSATION
For services performed, the City shall pay the consultant, an amount not to exceed $122,750.

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:

Jessica Fett
Engineer III
21500 E Truman Rd.
Independence, MO 64051
816-325-7517

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	**Consultant**
By_____	By _____
	Title __Vice President_____
Date _____	Date___10/10/2025_____

2025
FULL COST ESTIMATE

INDEPENDENCE POWER & LIGHT
TRANSMISSION LINE SURVEY & MODELING

(LiDAR, Modeling, As-Built Drafting, and Clearance Review)

Client:
Independence Power & Light

Project:
Priority 1 & 2 LiDAR Survey & Modeling

Prepared by:
Toth & Associates

Date:
September 12, 2025

TOTH & ASSOCIATES

ELECTRICAL | STRUCTURAL | CIVIL

5331 S Macadam Ave, Suite 375
Portland, Oregon 97239
tothassociates.com
503-946-6440

COST ESTIMATE FOR LIDAR SURVEY AND MODELING (PRIORITY AREAS 1 & 2)

KEY PERSONNEL

Luke Snow, PE
Nathan Carmichael, RWP, PMP
Jeff Clevenger, GISP
Kent Peterson, PLS
Chad Parker, LSI

SCOPE DESCRIPTION

Toth & Associates is pleased to provide a proposal to Independence Power & Light for Drone-Based LiDAR Acquisition, PLS-CADD Modeling, Sag Analysis and Infrastructure Assessment, and As-Built P&P development and revisions. The initial scope targets the indicated Priority 1 and Priority 2 alignments, covering 12 transmission segments - (10) 69 kV and (2) 161 kV - plus the 12 adjacent substations and 2 line switch locations. The total line length is approximately 35 miles, with some double-circuit structures requiring only a single LiDAR flight. The total unique miles to be flown is approximately 32.5. For each of the 12 lines, Toth will develop an individual PLS-CADD model and P&P based on agreed criteria and standards. For the initial phase, Method 1 structures will be used to develop P&Ps and review conductor sag clearances across the system. Lines and stations included within this scope and estimate are listed below with approximate lengths:

		Destination From		Destination To		Design Temperature (°F)	Total Aerial Length (mi)	Unique Aerial Length (mi)	Conductor (Size & Type)	Notes
		Bus ID	Bus Name	Bus ID	Bus Name					
69kV Transmission Lines	Priority 1	548806	Blue Valley Sub A	548802	Sub H	167	3.80	3.80	336 ACSR	
		548806	Blue Valley Sub A	548801	Sub K	167	4.01	4.01	556 ACSR	(2 Segments) Mapped length longer than the provid
		548815	Sub M	548809	Shrank Road Jct.	212	3.01	3.01	556 ACSR	
		548815	Sub M	548802	Sub H	167	1.06	1.06	556 ACSR	
	Priority 2	548806	Blue Valley Sub A	548827	Sub P	212	3.30	1.87	556 ACSR	Joint build portion w/ A-K
		548800	Sub I	548827	Sub P	167	2.68	1.51	556 ACSR	Joint build portion w/ M-Shrank Rd. Jct.
		548815	Sub M	548811	Sub J	167	1.80	1.80	556 ACSR	
		548830	Sub R	548809	Shrank Road Jct.	212	1.94	1.94	556 ACSR	(2 Segments) Mapped length longer than the provid
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SCOPE OF WORK AND COST ESTIMATE

Mobilization.....$6,500

Scope: Mobilization will include all travel, lodging, and onsite transportation, as well as adherence to site-specific security protocols for both personnel and equipment. These preparations ensure safe, efficient access to project areas and readiness for inspection activities in coordination with client schedules and site requirements.

LiDAR Scanning & Survey.....$32,500

Scope: TOTH will perform LiDAR scanning to support infrastructure review and as-built documentation. Ground control points (GCPs) will be established approximately one mile apart, not exceeding three miles, using the NAD83 (2011) MO West State Plane coordinate system for horizontal positioning and NAVD88 for elevation. Flights will be conducted with DJI Matrice 300/350 UAS equipped with Rock Robotic R2A or R3Pro LiDAR scanners, with takeoff/landing sites selected for optimal coverage and operational safety by the Pilot-In-Command.

Deliverables:

- Established survey control and ground control points
- Structure photos for all poles within alignment and any adjacent taps

PLS-CADD Modeling and LiDAR Processing.....$48,750

Scope: Collected LiDAR data will be processed and classified to create a detailed point cloud of the transmission corridor. This high-resolution spatial data will enable precise PLS-CADD modeling of existing method 1 structures, conductors, and surrounding terrain to support design and engineering activities.

Deliverables:

- Processed and classified point cloud (.las/.laz)
- PLS-CADD model of existing alignments (.xyz,.bak,.stk)

Clearance Analysis and Infrastructure Assessment.....$17,500

Scope: Using the PLS-CADD model, TOTH will perform clearance analysis to confirm conductor-to-ground and conductor-to-object distances, identifying any potential violations. This assessment will ensure compliance with NESC requirements and project-specific design criteria while highlighting any needed corrective actions.

Deliverables:

- Detailed conductor clearance reports

Plan & Profile Development and Revisions.....$17,500

Scope: An individual Plan & Profile (P&P) will be developed for each transmission segment based on agreed-upon criteria and standards. As-built P&Ps will incorporate LiDAR data, clearance analysis results, and field observations, with revisions made to reflect any updates or corrections identified during the project.

Deliverables:

- P&P developed in PLS-CADD (.xyz,.bak,.pdf)
- Primary structure units to be included as identified in the field and standardized by IPL
- Miscellaneous structure units to be included on P&P where previously documented in record drawings or Cityworks

TOTAL.....$122,750

TOTH & ASSOCIATES

TOTH & ASSOCIATES, INC. | CONSULTING ENGINEERS
1550 E REPUBLIC ROAD | SPRINGFIELD, MO 65804 | (417) 888-0645
PORTLAND, OR | BILLINGS, MT | HERMISTON, OR | TRI-CITIES, WA
TOTHASSOCIATES.COM

Richelieu Sese

From: Jessica Fett
Sent: Wednesday, October 15, 2025 8:52 AM
To: Richelieu Sese
Subject: FW: Approval Requested - source justification Toth $122,750.
Attachments: P&P survey 2025 SOURCE JUSTIFICATION.pdf

INDEPENDENCE
POWER & LIGHT

Jessica Fett
Engineer III

O – 816-325-7517
C – 816-206-6077
jfett@indepmo.org

21500 E Truman Rd.
Independence, MO 64051

From: Joseph Hegendeffer <jhegendeffer@indepmo.org>
Sent: Tuesday, October 14, 2025 4:15 PM
To: Jessica Fett <jfett@indepmo.org>
Cc: Ricky de Aragon <rdearagon@indepmo.org>; Khristina Irvine <kirvine@indepmo.org>
Subject: RE: Approval Requested - source justification Toth $122,750.

I approve this sole source review. Thanks

INDEPENDENCE
POWER & LIGHT

Joe Hegendeffer
Director

O - 816.325.7494
C - 816.267.3587

jhegendeffer@indepmo.org

21500 E Truman Rd.
Independence MO 64056

From: Jessica Fett <jfett@indepmo.org>
Sent: Tuesday, October 14, 2025 4:02 PM
To: Joseph Hegendeffer <jhegendeffer@indepmo.org>
Cc: Ricky de Aragon <rdearagon@indepmo.org>; Khristina Irvine <kirvine@indepmo.org>
Subject: Approval Requested - source justification Toth $122,750.

Please sign or approve the attached source justification for the Toth P&P survey. Intent is to add this project to the 11/3 council agenda.

INDEPENDENCE
POWER & LIGHT

Jessica Fett
Engineer III

O – 816-325-7517
C – 816-206-6077
jfett@indepmo.org

21500 E Truman Rd.
Independence, MO 64051

INDEPENDENCE
★ FINANCE & ADMINISTRATION ★

PROCUREMENT SOURCE JUSTIFICATION
For Sole Source or Emergency Purchases Above $10,000.00

A sole source is defined as:
Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement
An emergency purchase is defined as:
A purchase is necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures.
All purchases shall follow the City of Independence Procurement Policy.

I REQUEST THAT THE REFERENCED PRUCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE

Proposed supplier name and address: Toth & Associates - 1550 E Republic Rd Springfield MO 65804	**Munis Vendor ID #:** **Or attach Supplier's W-9 Form**
Purchase Requisition #: 20262122	**Estimated Cost: $** 122,750.00

If this is a sole source purchase, check all that apply:

☐ **Licensed or patented –** supplier has a license or patent that makes them the Limited provider.
☐ **One-of-a-kind –** there are no competitive alternatives available on the market
☐ **Limited Distributor –** Supplier is the limited distributor for the region or municipality
☐ **Compatibility –** must match existing brand or equipment for compatibility
☐ **Warranty / Replacement part -** for a specific brand or factory authorized warranty service
☐ **Grant –** Requirements for specific goods / services established in the grant language. Attach grant for support
☐ **Unique design –** must meet physical design or quality standards.
☐ **Public Utility Services –** Necessary adjustment of utility facilities
☑ **Other -** Pre qualified A/E vendor, Toth has the staff available with the skills and software to deliver these services efficiently and cost effectively.

If this is an emergency purchase, check all that apply and give a brief description of the situation: Response to a threat to health, welfare or
☐ **Public safety**
☐ **Protection of preservation of public property**
☐ **Major project's timeline does not allow for normal procedures in order to be completed**
Description - _____

STATEMENT OF NEED AND CERTIFICATION:
My department's recommendation for this expenditure is based upon an objective review of the product / service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest with this request. No gratuities, favors, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for procurement is accurate and complete to the best of my knowledge and belief.

Department Head Authorization	
Name:	Department:
Signature:	Title:
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 6983 TO REMOVE THE REQUIREMENT THAT CORE FUNCTIONS OF GOVERNANCE BE PRESERVED ON THE HISTORIC SQUARE, TO AUTHORIZE PUBLIC MEETINGS, INCLUDING CITY COUNCIL MEETINGS, TO BE HELD AT THE INDEPENDENCE MUNICIPAL COMMONS, AND TO ALIGN WITH THE VISION AND IMPLEMENTATION STRATEGY OF THE RESHAPING THE SQUARE MASTER REDEVELOPMENT PLAN. *(Sponsored by Councilmembers Stewart and Vaught)*

WHEREAS, Resolution No. 6983, adopted on February 7, 2024, directed the City Manager to complete the City Hall Programming and Master Plan Study; and

WHEREAS, Section 2 of Resolution No. 6983 identified as a primary objective to "preserve core functions of governance on the historic Square and identify how the project can enhance the downtown business district"; and

WHEREAS, the City Council previously adopted Resolution No. 7073 on December 2, 2024, which adopted the *Reshaping the Square Master Redevelopment Plan*; and

WHEREAS, the *Reshaping the Square Master Redevelopment Plan* was the apex of a lengthy planning process to reinvigorate and revitalize downtown Independence and reshape the Square and its vision for the future; and

WHEREAS, the goals of the Plan include the redevelopment of facilities such as City Hall; and

WHEREAS, the redevelopment planning process was the culmination of recommendations from multiple planning efforts, including *Imagine Independence: Comprehensive Plan (2018)*, *Downtown Streetscape Action Plan (2020)*, and *Truman Connected Plan (2020)*, and was developed through extensive community and stakeholder input; and

WHEREAS, the Plan establishes a detailed vision and implementation strategy to encourage consistent and sustainable future development within the Square District, thereby ensuring the Square continues to thrive as a cultural, historic, and economic hub; and

WHEREAS, the City Council adopted Resolution No. 7164 on September 2, 2025, authorizing the City Manager to negotiate a Letter of Intent with the Mid-Continent Public Library for the construction of its administrative headquarters at the site of the current City Hall, which is consistent with the *Reshaping the Square* vision by:

1. Bringing approximately 150 employees to the area, increasing foot traffic and economic activity;
2. Developing 8,000 to 10,000 square feet of publicly accessible shared or creative space available to the community during evenings and weekends; and
3. Designing a space that prioritizes walkability and integration into the surrounding area while exploring creative solutions for parking; and

WHEREAS, the City Council recognizes that locating Council meetings outside of the Independence Municipal Commons is costly, inefficient, and confusing to both the public and City staff, while holding such meetings at the Commons will provide improved accessibility, safety, technology, and efficiency;

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

SECTION 1. Resolution No. 6983 is hereby amended to strike the provision in Section 2 requiring the preservation of "core functions of governance on the historic Square."

SECTION 2. Public meetings of the City, including meetings of the City Council, boards, and commissions, shall be held at the Independence Municipal Commons as the primary and designated location for such meetings. Meetings may only be held at another appropriate City-owned facility if space at the Independence Municipal Commons is unavailable due to a scheduling conflict or other unavoidable circumstance, as determined by the City Council or City Manager.

SECTION 3. This resolution affirms the City's continued commitment to the vitality of the Square through the goals and implementation strategies of the *Reshaping the Square Master Redevelopment Plan* and subsequent actions such as Resolution No. 7164, while recognizing that the Independence Municipal Commons is the most appropriate and efficient home for public meetings of governance.

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:

_____
Interim City Manager

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 6983 TO REMOVE THE REQUIREMENT THAT CORE FUNCTIONS OF GOVERNANCE BE PRESERVED ON THE HISTORIC SQUARE, TO AUTHORIZE PUBLIC MEETINGS, INCLUDING CITY COUNCIL MEETINGS, TO BE HELD AT THE INDEPENDENCE MUNICIPAL COMMONS, AND TO ALIGN WITH THE VISION AND IMPLEMENTATION STRATEGY OF THE RESHAPING THE SQUARE MASTER REDEVELOPMENT PLAN. *(Sponsored by Councilmembers Stewart and Vaught)*

WHEREAS, Resolution No. 6983, adopted on February 7, 2024, directed the City Manager to complete the City Hall Programming and Master Plan Study; and

WHEREAS, Section 2 of Resolution No. 6983 identified as a primary objective to "preserve core functions of governance on the historic Square and identify how the project can enhance the downtown business district"; and

WHEREAS, the City Council previously adopted Resolution No. 7073 on December 2, 2024, which adopted the *Reshaping the Square Master Redevelopment Plan*; and

WHEREAS, the *Reshaping the Square Master Redevelopment Plan* was the apex of a lengthy planning process to reinvigorate and revitalize downtown Independence and reshape the Square and its vision for the future; and

WHEREAS, the goals of the Plan include the redevelopment of facilities such as City Hall; and

WHEREAS, the redevelopment planning process was the culmination of recommendations from multiple planning efforts, including *Imagine Independence: Comprehensive Plan (2018)*, *Downtown Streetscape Action Plan (2020)*, and *Truman Connected Plan (2020)*, and was developed through extensive community and stakeholder input; and

WHEREAS, the Plan establishes a detailed vision and implementation strategy to encourage consistent and sustainable future development within the Square District, thereby ensuring the Square continues to thrive as a cultural, historic, and economic hub; and

WHEREAS, the City Council adopted Resolution No. 7164 on September 2, 2025, authorizing the City Manager to negotiate a Letter of Intent with the Mid-Continent Public Library for the construction of its administrative headquarters at the site of the current City Hall, which is consistent with the *Reshaping the Square* vision by:

1. Bringing approximately 150 employees to the area, increasing foot traffic and economic activity;
2. Developing 8,000 to 10,000 square feet of publicly accessible shared or creative space available to the community during evenings and weekends; and
3. Designing a space that prioritizes walkability and integration into the surrounding area while exploring creative solutions for parking; and

WHEREAS, the City Council recognizes that locating Council meetings outside of the Independence Municipal Commons is costly, inefficient, and confusing to both the public and City staff, while holding such meetings at the Commons will provide improved accessibility, safety, technology, and efficiency;

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

SECTION 1. Resolution No. 6983 is hereby amended to strike the provision in Section 2 requiring the preservation of "core functions of governance on the historic Square."

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SECTION 3. This resolution affirms the City's continued commitment to the vitality of the Square through the goals and implementation strategies of the *Reshaping the Square Master Redevelopment Plan* and subsequent actions such as Resolution No. 7164, while recognizing that the Independence Municipal Commons is the most appropriate and efficient home for public meetings of governance.

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:

_____
Interim City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
25-798 A resolution appointing Carly Young to the Sustainability Commission of the City of Independence **Approved Res. No. 7175**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. C Young Res 2025
2. 20251105Res. No. 7175113416

Sustainability Commission
Appt. C. Young
11/3/25 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING CARLY YOUNG TO THE SUSTAINABILITY COMMISSION OF THE CITY OF INDEPENDENCE

WHEREAS, the Sustainability Commission was created on September 17, 2018, by Resolution No. 6367 to advise the City Council on information regarding sustainable growth and development, the preservation of natural resources, strategies around litter reduction and recycling, and additional things that contribute to enhancing the appearance of the public realm; and

WHEREAS, due to a resignation, one vacancy has been created; and,

WHEREAS, the City Council deems it necessary and advisable to appoint Carly Young as a member of the Sustainability Commission of the City of Independence, Missouri, and;

WHEREAS, said individual is duly qualified to so serve, according to the Charter and ordinances of this City;

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following person(s) to the Sustainability Commission of the City of Independence, Missouri each to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

Name	Address	Term Expires
Carly Young	3204 Sunrise Slope Dr.	10/1/2028

PASSED THIS _____ DAY OF NOVEMBER, 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:

_____
Interim City Manager

Sustainability Commission
Appt. C. Young
11/3/25 SH

BILL NO. 25-198

RESOLUTION NO. 7175

A RESOLUTION APPOINTING CARLY YOUNG TO THE SUSTAINABILITY COMMISSION OF THE CITY OF INDEPENDENCE

WHEREAS, the Sustainability Commission was created on September 17, 2018, by Resolution No. 6367 to advise the City Council on information regarding sustainable growth and development, the preservation of natural resources, strategies around litter reduction and recycling, and additional things that contribute to enhancing the appearance of the public realm; and

WHEREAS, due to a resignation, one vacancy has been created; and,

WHEREAS, the City Council deems it necessary and advisable to appoint Carly Young as a member of the Sustainability Commission of the City of Independence, Missouri, and;

WHEREAS, said individual is duly qualified to so serve, according to the Charter and ordinances of this City;

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following person(s) to the Sustainability Commission of the City of Independence, Missouri each to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

Name	Address	Term Expires
Carly Young	3204 Sunrise Slope Dr.	10/1/2028

PASSED THIS 3rd DAY OF NOVEMBER, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Suzanne Holland

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-799 A resolution appointing Carly Young to the Independence Arts Council **Approved Res. No. 7176**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. C Young Res 2025
2. 20251105Res. No. 7176113436

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING CARLY YOUNG TO THE INDEPENDENCE ARTS COUNCIL

WHEREAS, on October 2nd, 2023, the Independence City Council adopted Resolution 6962 establishing the Independence Arts Council; and,

WHEREAS, among the responsibilities of this committee is the administration of the City's 1% for the Arts program as authorized by the City Council; and,

WHEREAS, the City Council deems it necessary to activate this committee and ensure that the 1% for the Arts program is effectively managed;

WHEREAS, a resignation has created a vacancy on this committee;

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

SECTION 1. That the following individual is hereby appointed to serve as a member of the Independence Arts Council:

Name	Address	Term Expires
Carly Young	3204 Sunshine Slope Dr.	10/24/26

PASSED THIS ____ DAY OF NOVEMBER, 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:

_____
Interim City Manager

Independence Arts Council
11/3/25 SH

BILL NO. 25-799

RESOLUTION NO. 7176

A RESOLUTION APPOINTING CARLY YOUNG TO THE INDEPENDENCE ARTS COUNCIL

WHEREAS, on October 2nd, 2023, the Independence City Council adopted Resolution 6962 establishing the Independence Arts Council; and,

WHEREAS, among the responsibilities of this committee is the administration of the City's 1% for the Arts program as authorized by the City Council; and,

WHEREAS, the City Council deems it necessary to activate this committee and ensure that the 1% for the Arts program is effectively managed;

WHEREAS, a resignation has created a vacancy on this committee;

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

SECTION 1. That the following individual is hereby appointed to serve as a member of the Independence Arts Council:

Name	Address	Term Expires
Carly Young	3204 Sunshine Slope Dr.	10/24/26

PASSED THIS 3rd DAY OF NOVEMBER, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:
Suzanne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
25-800 A resolution appointing Stacey Carlson as an alternate member of the Board of Adjustment **Approved Res. No. 7177**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. S Carlson Alt Member BOA Res
2. 20251105Res. No. 7177113457

Board of Adjustment
Appt. S Carlson – Alt Member
11/3/25 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING STACEY CARLSON AS AN ALTERNATE MEMBER OF THE BOARD OF ADJUSTMENT OF THE CITY OF INDEPENDENCE, MISSOURI.

WHEREAS, the City Council of the City of Independence, Missouri, did, pursuant to ordinance No. 427 passed on the 27th day of September 1963, as amended (Section 1.19.001 of the City Code), and the City Charter, Article 12, Section 12.5 and 12.6 create the Board of Adjustment of the City of Independence, Missouri; and,

WHEREAS, due to a resignation, a vacancy has been created; and,

WHEREAS, the City Council deems it advisable to appoint Stacey Carlson as an alternate member of the Board of Adjustment because of their qualities of leadership, temperance, and judgment; and,

WHEREAS, said individual is duly qualified to so serve, according to the Charter and ordinances of this City; and,

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following individual to be an alternate member of the Board of Adjustment, to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

Name	Address	Term Expiration Date
Stacey Carlson	19201 Holke Road	7/1/2030

PASSED THIS _____ DAY OF NOVEMBER 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:

_____
Interim City Manager

Board of Adjustment
Appt. S Carlson – Alt Member
11/3/25 SH

BILL NO. 25-800

RESOLUTION NO. 7177

A RESOLUTION APPOINTING STACEY CARLSON AS AN ALTERNATE MEMBER OF THE BOARD OF ADJUSTMENT OF THE CITY OF INDEPENDENCE, MISSOURI.

WHEREAS, the City Council of the City of Independence, Missouri, did, pursuant to ordinance No. 427 passed on the 27th day of September 1963, as amended (Section 1.19.001 of the City Code), and the City Charter, Article 12, Section 12.5 and 12.6 create the Board of Adjustment of the City of Independence, Missouri; and,

WHEREAS, due to a resignation, a vacancy has been created; and,

WHEREAS, the City Council deems it advisable to appoint Stacey Carlson as an alternate member of the Board of Adjustment because of their qualities of leadership, temperance, and judgment; and,

WHEREAS, said individual is duly qualified to so serve, according to the Charter and ordinances of this City; and,

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following individual to be an alternate member of the Board of Adjustment, to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

Name	Address	Term Expiration Date
Stacey Carlson	19201 Holke Road	7/1/2030

PASSED THIS 3rd DAY OF NOVEMBER 2025 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Suzanne Holland

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
25-097 **2R** An ordinance approving a petition to add property to the Noland Road Community Improvement District. **2R** **Item passes 5-1 Ord. No. 19743**

Recommendations:
Staff recommends approval.

Background:
The Noland Road Community Improvement District (CID) was established by the City on December 15, 2014. The District boundary generally encompasses properties along Noland Road from US 40 north to 23rd Street and also includes the Noland Road right-of-way north of 23rd Street to Truman Road. The District was created to provide reinvestment funds for the redevelopment and revitalization of Noland Road as a business, shopping, dining, office, and hospitality destination. The CID provides resources to encourage continued growth, improved aesthetics, and quality redevelopment along Noland Road.

In 2024, the District boundaries were amended to include additional properties along Noland Road around Truman Road, Lexington Avenue, and Walnut Street as well as approximately 4,500 square feet of privately-owned ground at the southwest corner of I-70 and Noland Road.

The proposed petition seeks to add 1 additional property along 23rd Street just west of Noland Road. This property, 117 W. 23rd Street, is adjacent to the existing Noland Road CID boundary. The property owner of this property has signed the petition. There are no changes to the formation petition other than the legal description and the total assessed value has been updated to reflect the additional property.

The Petition meets the requirements laid out in the City's economic development incentives policy and is in compliance with the Missouri State Statutes.

Emergency Justification:

Fiscal Impact:
There is no financial impact to the City.

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. O-Approving Petition to Add Property v1
2. Noland Road CID Petition Annexation 2025
3. Ord. No.19743

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PETITION TO ADD PROPERTY TO THE NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the Noland Road Community Improvement District (the "District") was formed on December 15, 2014, pursuant to Ordinance No. 18400; and

WHEREAS, a property owner adjacent to the District has filed with the City Clerk (the "City Clerk") a petition for the addition of property to the District pursuant to section 67.1441, RSMo (the "Petition to Add Property"); and

WHEREAS, the City Clerk verified that the Petition to Add Property substantially complied with sections 67.1401 to 67.1571, RSMo, as amended (the "CID Act"), submitted the verified Petition to Add Property 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; and

WHEREAS, the District has consented to the addition of property as required by Section 67.1441.2, RSMo; and

WHEREAS, none of the signatures of the signers of the Petition to Add Property were withdrawn within seven days after the Petition to Add Property were filed with the City Clerk; and

WHEREAS, on October 6, 2025, the City Council opened a public hearing and continued the public hearing to October 20, 2025; and

WHEREAS, on October 20, 2025, the City Council re-opened the public hearing at which all persons interested in the Petition to Add Property were allowed an opportunity to speak; and

WHEREAS, the Petition to Add Property being fully heard before the City Council, the City now desires to approve the Petition to Add Property.

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

SECTION 1. The Petition to Add Property attached hereto as Exhibit A is hereby approved and the District boundaries shall hereafter include the real property described in the Petition to Add Property.

SECTION 2. City officers and agents are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. All ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall take effect and be in full force as provided by the City Charter.

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

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

EXHIBIT A

PETITION TO ADD PROPERTY

[See attached]

PETITION TO ADD PROPERTY TO THE
NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT

To the City Council of the City of Independence, Missouri ("City"):

The **Noland Road Community Improvement District** ("District") was formed by approval of the Petition for Formation of the District ("Formation Petition") through the adoption of Ordinance No. 18400 on December 15, 2014, ("Formation Ordinance"). BRANDON J. FRYER ("Owner") is the owner of certain property adjacent to the District and respectfully requests this property be added to the District for the mutual benefit of the Owner and the District. The undersigned, collectively representing:

(1) the owners collectively owning more than fifty percent by assessed value of the real property that is proposed to be added to the District and

(2) more than fifty percent per capita of all owners of the real property that is proposed to be added to the District,

do hereby petition and request that the City Council of The City of Independence ("City") **add property** to the District pursuant to Sections 67.1441, RSMo, as further described in this Petition.

Section 67.1441.2, RSMo, provides that a proper petition to add property to a community improvement district is one which meets the requirements of Section 67.1421, RSMo, which requirements shall only apply as to the real property proposed to be added to the district. Accordingly, this Petition contains the information required by Section 67.1421 as it relates to the property proposed to be added to the District. The Formation Petition as approved by the Formation Ordinance remains unmodified except as specified in this Petition relating to the property to be added to the District.

A. Proposed District Name. No change -- see Formation Petition.

B. Legal Description and Map. A legal description and map of the property to be added to the District ("Additional Property") are attached hereto as **Exhibit A**. A legal description and map of the District, including the Additional Property added to the District, is attached as **Exhibit B**.

C. Five Year Plan. No change -- see Formation Petition.

D. Establishment as Political Subdivision. No change -- see Formation Petition.

E. Appointment of Directors. No change -- see Formation Petition.

F. Total Assessed Value. The total assessed value of all real property in the District, including the Additional Property, is *$28,117,408.00*. Total assessed value of the Additional Property is $37,699.00. Parcel ownership and assessed value information of the Additional Property is set forth in **Exhibit C**.

G. Blighted Area Determination. No change -- see Formation Petition.

H. Term of Existence. No change -- see Formation Petition.

I. Sales Tax. No change -- see Formation Petition. The sales tax authorized by the Formation Petition and the Formation Ordinance shall apply to the Additional Property.

J. Real Estate Tax and Business License Tax. No change -- see Formation Petition.

K. Maximum Special Assessment. No change -- see Formation Petition.

L. No Borrowing Capacity Limitation. No change -- see Formation Petition.

M. No Revenue Limitations. No change -- see Formation Petition.

N. No Power Limitation. No change -- see Formation Petition.

O. Petitioner Withdrawal Right Notice. **THE SIGNATURE OF THE SIGNER OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

EXECUTION PAGE FOR PETITION TO ADD PROPERTY TO THE NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT

Name of owner: BRANDON J. FRYER

Owner's telephone number: 816-838-5403

Owner's mailing address: ~~15514 E~~ 16514 Mechanic St, Independence MO 64050

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Brandon ~~R~~J. Fryer

State basis of legal authority to sign: Owner

Signer's telephone number 816-838-5403

Signer's mailing address: 15514 E Mechanic St, Independence MO 64050

If owner is an individual: ☐ Single ☐ Married

If owner is not an individual, state what type of entity: ☐ Corporation ☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Company ☐ Partnership ☐ Urban Redevelopment Corporation ☐ Not-for-profit Corporation Other _____

Map and parcel numbers: **26-530-01-38-00-0-00-000 (117 W. 23rd Street)**

Formatted: Superscript

(Special Note: All tract numbers listed above represent those parcel taxation identification numbers assigned to those tracts by Jackson County, Missouri and represent those legal descriptions referenced therein, which are incorporated herein by this reference.)

Assessed value: $37,699.00
2025 assessed value: $37,699.00.

By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above.

Date: Aug 25th 2025 Signature: _____

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

Before me personally appeared BRANDON ~~R~~J. FRYER, to me personally known to be the individual described in and who executed the foregoing instrument.
WITNESS my hand and official seal this 25 day of August, 2025.

Notary Public

My Commission Expires: 12/15/2028

4919-0421-1543, v. 1
32849 \067762 \4919-0421-1543v.1

TODD HAMPTON, JR
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES DECEMBER 15, 2028
JACKSON COUNTY
COMMISSION #24623596

City Clerk Verification

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), I, Sarah Carnes-Lemp, City Clerk of the City of Independence, Missouri, state the following:

1. A petition to add property to the Noland Road Community Improvement District was filed with the City Clerk on 8.27.25
2. I have reviewed the petition and have determined on 8.27.25, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 and Section 67.1441 of the CID Act.
3. On 8.27, 2025, I delivered the verified petition to the City Council.

(SEAL)

Date 8.27, 2025

Susanne Holland
Susanne Holland
City Clerk, City of Independence, Missouri

4919-0421-1543, v. 1
32849 \067762 \4919-0421-1543v.1

EXHIBIT A

BOUNDARY DESCRIPTION AND MAP OF PROPERTY TO BE ADDED TO THE DISTRICT

Lot 2A, HAWTHORNE PLACE – REPLAT A, a Replat of part of Lots 1, 2, 20, 21, Block 1, Hawthorne Place, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof.

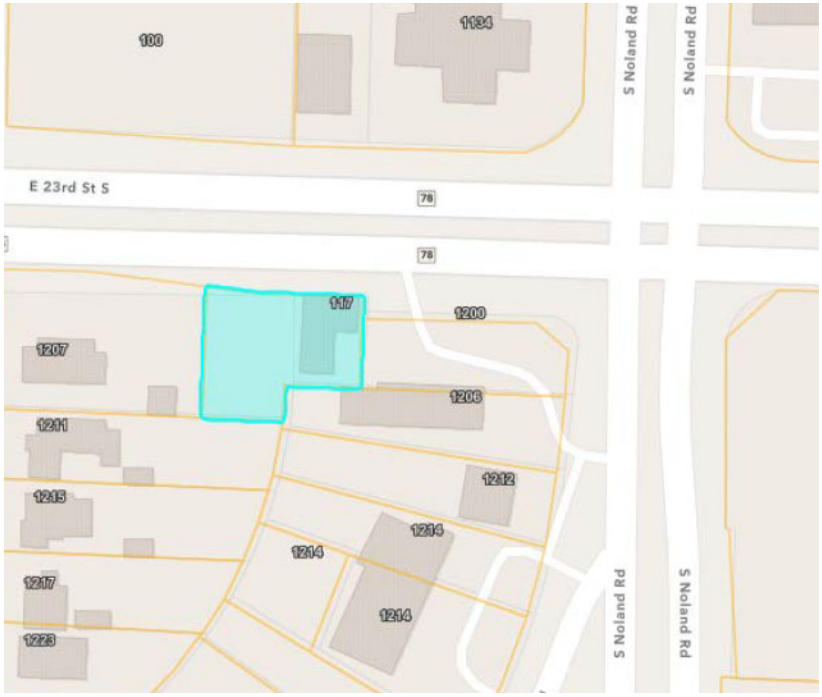


EXHIBIT B
BOUNDARY DESCRIPTION AND MAP OF COMMUNITY IMPROVEMENT DISTRICT AFTER ADDITION OF PROPERTY

All that part of Sections 2, 11, 14, 23 and 26, Township 49 North, Range 32 West, in the City of Independence, Missouri, described as follows:

Beginning at the northwest corner of Lot 19-A, Clarendon Place-Replat A, said point being on the easterly right of way line of Noland Road; thence easterly along the north line of said Lot 19-A to the northeast corner thereof; thence southerly along the east line of said Lot 19-A and its southerly extension thereof to the south right of way line of 23rd Street; thence easterly, along said right of way line to a point 10 feet east of the east line of Lot 1, Block 1, Walnut Place; thence southerly, parallel with and 10 feet east of the east line of Lots 1, 8, 9 and 12, of said Block 1 to a point 10 feet east of the southeast corner of said Lot 12; thence westerly, along the south line of said Lot 12, and its extensions thereof to a point on the east line of the west half a vacated alley lying east of and adjacent to Lots 14, 15, 18 and 19, of said Block 1; thence southerly along the east line of said vacated alley to the north right of way line of E. Fair Street; thence westerly, along said right of way line to the east right of way line of Noland Road; thence southerly to a point on the westerly extension of the north line of Lot 6, Block 9 of said Walnut Place, said point being on the east right of way line of Noland Road; thence easterly to the northeast corner of the west 100.75 feet of said Lot 6; thence southerly to the southeast corner of the west 100.75 feet of said Lot 6; thence easterly along the south line of said Lot 6 to the southeast corner thereof; thence southerly, along the east line of Lots 6, 7, 10, 11 and 14, of said Block 9 and the east line of Lots 1 thru 5, Gudgell Park to the southeast corner of said Lot 5; thence southerly to the northeast corner of Lot 6 of said Gudgell Park; thence southerly, along the east line of Lots 6 thru 15 of said Gudgell Park, to the southeast corner of said Lot 15; thence southerly to the northeast corner of Lot 16 of said Gudgell Park; thence southerly, along the east line of Lots 16 thru 23 of said Gudgell Park to the southeast corner of said Lot 23; thence westerly, along the south line of said Lot 23 to the northwest corner of the east 50 feet of Lots 24 and 25 of said Gudgell Park; thence southerly, along the west line of said Lots 24 and 25 to the south line of said Lot 25; thence southerly to the northeast corner of Lot 1, WF Grube's Subdivision; thence southerly, along the east line of Lots 1 and 2 of said WF Grube's Subdivision to the southeast corner of said Lot 2; thence easterly to the northeast corner of the south 55 feet of Lot 20 of said WF Grube's Subdivision; thence southerly, along the east line of Lots 2, 4, 5 and 6 of said WF Grube's Subdivision to the north line of Lot 2 of Andes and Roberts Addition; thence westerly, along the north line of said Lot 2 to the northwest corner thereof; thence southerly, along the west line of Lots 2 and 3 of said Andes and Roberts Addition to the southwest corner of said Lot 3; thence easterly, along the south line of said Lot 3 to the northeast corner of the west 75 feet of Lots 12 and 13 of WF Grube's Subdivision; thence southerly, along the east line of the west 75 feet of said Lots 12 and 13 to the south line of said Lot 12; thence easterly to the northwest corner of Lot 50 of Andes and Roberts Addition; thence southerly, along the west line of Lots 50 thru 59 of said Andes and Roberts Addition to the southwest corner of said Lot 59; thence southwesterly to the northeast corner of Lot 4 of Bellevista Heights; thence southerly, along the east line of said Lot 4 to the southeast corner thereof; thence southerly to the intersection of the southerly right of way line of E. Bellevista Drive and the westerly right of way line of S. High Street; thence southerly along the westerly right of way line of said S. High Street to its intersection with the northerly right of way line of E. Partridge Avenue; thence southwesterly, perpendicular to the said northerly right of way line of E. Partridge Avenue to the southerly right of way line of E. Partridge Avenue; thence northwesterly, along said southerly right of way line to the northwest corner of a tract of land described and recorded in Document 2003I0059991; thence southerly, along the west line of said tract to the north right of way line of the Gulf, Mobile & Ohio Railroad; thence westerly, along said north right of way line to the east right of way line of Noland Road; thence southerly, along the east right of way line of said Noland Road to the south right of way line of the Gulf, Mobile & Ohio Railroad; thence easterly, along said south right of way line, to a point on the north line of the southeast quarter of said Section 14, said point being 104.42 feet east of the northeast corner of Lot 1, Dodgion Business Center; thence westerly,

along the north line of the southeast quarter of said Section 14 to the northeast corner of said Lot 1; thence southeasterly, along the north line of said Lot 1 to the southeast corner thereof; thence westerly, along the south line of said Lot 1, to the westerly right of way line of S. Dodgion Avenue; thence southerly, along the westerly right of way line of said S. Dodgion Avenue to the north right of way line of E. 32nd Street; thence southeasterly to the northeast corner of Lot 1 of Herald House; thence southerly to the southeast corner thereof; thence westerly, along the south line of said Lot 1 to a point that is 292 feet east of the east right of way line of Noland Road; thence southerly 334. 3 feet; thence westerly 292 feet to the east right of way of Noland Road; thence southerly, along the east right of way of said Noland Road to the north line of a tract of land described and recorded in Document 1966I0884635; thence easterly, along said north line to the northeast corner thereof; thence southerly, along the east line thereof to the north right of way line of 35th Street; thence southwesterly to the southerly right of way line of 35th Street, said point being on the west line of Lot 3 of Schowengerdt Farm; thence southerly, along the west line of said Lot 3 to the southwest corner thereof; thence easterly, along the south line of said Lot 3 to the northwest corner of Lot 149 of Stewart Heights; thence southerly, along the west line of Lots 149 thru 140 of said Stewart Heights to the north right of way line of 37th Street; thence westerly, along said north right of way line, to the northerly extension of the east line of Lot 1, Edgevale; thence southerly, along said extension and the east line of Lots 1 thru 8 of said Edgevale to the southeast corner of said Lot 8, said point being also the northwest corner of Lot 27 of said Edgevale; thence easterly, along the north line of said Lot 27 to the northeast corner of the west 50 feet of Lots 26 and 27 of said Edgevale; thence southerly, along the east line thereof to the north right of way line of 39th Street; thence southeasterly to the southerly right of way line of 39th Street, said point being on the west line of Lot 29 of Woodridge; thence southerly, along the west line of Lots 29 thru 34 of said Woodridge to the southwest corner of said Lot 34; thence easterly, along the south line of Lots 34 and Lots 28 thru 19 of said Woodridge to the west line of Lot 37 of Brookwood #2; thence southerly, along the west line of Lots 37 thru 38 and 64 thru 72 of said Brookwood #2 to the most southerly corner of said Lot 72; thence southerly to the south right of way line of U.S. Interstate 70, said point being the northwest corner of Lot 17 of Hidden Creek Office Park 4th Plat; thence westerly, along the south right of way line of said U.S. Interstate 70 to the east right of way line of Noland Road; thence southerly, along the east right of way line of said Noland Road to the north right of way line of E. 42nd Street; thence easterly, along the north right of way line of E. 42nd Street to the southwest corner of Lot 17 of Hidden Creek Office Park 4th Plat; thence southwesterly to the southerly right of way line of E. 42nd Street, said point being on the east line of Lot 14 of South Noland Heights; thence southerly, along the east line thereof to the southeast corner thereof; thence westerly, along the south line of Lots 14, 13 and 10 of said South Noland Heights to the northwest corner of Lot 9 of Resurvey of Tract "A" of Tomasha Village; thence southerly, along the west line of Lots 9 and 8 of said Resurvey of Tract "A" of Tomasha Village to the southwest corner of said Lot 8; thence westerly to the northwest corner of the north 100 feet of the south 440 feet of the east 120 feet of Tract "A" of Tomasha Village; thence southerly to the southeast corner thereof; thence westerly to the northwest corner of the north 100 feet of the south 340 feet of the east 150 feet of said Tract "A"; thence westerly to the easterly right of way line of Noland Road; thence southerly, along said easterly right of way line to the south line of Tract "C" of said Tomasha Village; thence easterly, along said south line to the northeast corner of a tract of land described and recorded in Document 1997I0000321 said point being 300 feet east of the southwest corner of said Tract "C"; thence southerly, along the east line of said tract and its southerly extension thereof to the north line of Lot 1 of Independence Plaza; thence easterly, along the north line of Lots 1 and 4 of said Independence Plaza to the northeast corner of said Lot 4, said point being on the east line of a tract of land described and recorded in Document 1967I0905794; thence northerly, along said east line to the south line of Lot 70 of Tomasha Village; thence southeasterly, along the south line of Lots 70 thru 75 of said Tomasha Village to the northeast corner of a tract of land described and recorded in Document 2001E0087248; thence southerly along the east line of said tract to the southerly Independence City limits line; thence westerly, along said City limits line to the northwest corner of Lot 2 of Independence Plaza; thence southerly, along the west line of said Lot 2 to the northerly right of way line of U.S. Highway No. 40; thence southerly, to the southerly right of way line of U.S. Highway No. 40, said point being on the northwesterly line of Lot 5 of the Amended Plat of Hawthorne Square; thence southerly and westerly along

the northwesterly line of said Lot 5 to the east right of way line of Noland Road; thence westerly to the westerly right of way line of Noland Road, said point being on the southerly Independence City limits line; thence westerly, along the said City limits line to the west line of Tract 5 of Plaza 40 Shopping Center Phase 2; thence northeasterly, along the west line of said Tract 5, to the southerly right of way line of U.S. Highway No. 40; thence northerly to the intersection of the northerly right of way line of U.S. Highway No. 40 and the easterly right of way line of Washington Avenue; thence easterly along the northerly right of way line of U.S. Highway No. 40 to westerly right of way line of Noland Road; thence northerly along the westerly right of way of Noland Road to the easterly extension of the south line of Lot 58, Holiday Hills; thence westerly to the southeast corner of Lot 58 of said Holiday Hills; thence northerly, along the east line of Lots 58, 47, 46, 35, 34, 28 and 27 of said Holiday Hills and their northerly extension thereof to the north right of way line of 43rd Street; thence easterly, along said right of way line to the east line of Lot 1 of Holiday Hills; thence northerly, along said east line, to the south line of Tract 6 of Byron Les Commercial Subdivision; thence easterly, along the said south line to the east line thereof; thence northerly, along the said east line and its northerly extension thereof to the north right of way line of 42nd Street Terrace; thence easterly, along the said north right of way line to the southeasterly line of Lot 2 of RAJ-Prashant Subdivision; thence northerly and easterly, along said southeasterly line to the west right of way line of Noland Road; thence northerly, along said west right of way line to the north line of said Lot 2; thence northwesterly, along said north line to the southeast corner of Lot 1 of said RAJ-Prashant Subdivision; thence northerly, along the east line of said Lot 1 to the northeast corner thereof, said point being the northwest corner of a tract of land described and recorded in Document 1990I0969754; thence easterly, along the north line of said tract to the westerly right of way line of Noland Road; thence northerly, along said westerly right of way line to the southerly right of way line of U.S. Interstate 70; thence westerly along the southerly right of way line of U.S. Interstate 70 to the northwest corner of Lot 2A Les Byron Commercial Subdivision, thence northerly, perpendicular to the south right of way line of U.S. Interstate 70 to the north right of way line of U.S. Interstate 70; thence easterly, along the north right of way line of U.S. Interstate 70 to the westerly right of way line of Noland Road; thence northerly, along the westerly right of way line of Noland Road to a point 178.36 feet south of the northeast corner of Lot 4, Reich Commercial Subdivision; thence southwesterly along the east line of said Lot 4 to the south line of a tract of land described and recorded as Tract 1 in Document 2007E0115714; thence northwesterly, along said south line to the west line of said Lot 4; thence northerly, along said west line to the southerly right of way line of Lynn Court Drive; thence westerly, along the said southerly right of way to the south line of Lot 1 of said Reich Commercial Subdivision; thence westerly, along said south line to the west line of said Lot 1; thence northerly, along the said west line to the northwest corner of said Lot 1, said point being the southwest corner of Lot 5 of Old Town Park; thence northerly, along the west line of Lots 5 thru 1 of said Old Town Park and their northerly extension thereof to the northerly right of way line of 39th Street; thence easterly, along said northerly right of way line to the intersection of the easterly right of way line of Lynn Street; thence northerly, along said easterly right of way line and the east line of Lot 164 of Hall Manor to the south line of Lot 2 of Noland Road View; thence easterly, along said south line to the west line of the east 387 feet of Lots 1 and 2 of said Noland View; thence northerly, along said west line to the north line of said Lot 1; thence easterly, along said north line to the east line of the west 30 feet of Lots 3 and 4 of Mann Addition; thence northerly, along said east line to the south line of Lot 2 of said Mann Addition; thence westerly, along said south line to the west line of said Lot 2; thence northerly, along said west line to the southwest corner of Lot 1 of said Mann Addition; thence westerly, along the westerly extension of the south line of said Lot 1 to a point 93 feet westerly thereof; thence northerly, parallel to the west line of said Lot 1 to the south line of Lot 5 of A & E Addition; thence easterly, along the south line of said Lot 5 to the west line of the east 410 feet of said Lot 5; thence northerly, along said west line to the southeast corner of Lot 9 of A & E Addition; thence northerly, along the east line of said Lot 9 to the southerly right of way line of Noland Court; thence northwesterly along the southerly right of way line of Noland Court to the south line of Lot 10 of A & E Addition; thence westerly, along said south line to the west line of said Lot 10; thence northeasterly, along the west line of Lots 10, 17 and 18 of said A & E Addition to the northwest corner of said Lot 18, said point being the southwest corner of Lot 2 of Noland Road at 35th Street

Addition; thence northeasterly, along the west line of Lot 2 and 1 of said Noland Road at 35th Street Addition to the northwest corner of said Lot 1; thence westerly to the most southerly corner of Lot 1 of Oscar Schowengerdt Addition; thence northerly, along the west line of said Lot 1 to the southerly right of way line of 35th Street; thence westerly, along said southerly right of way line to a point on the southerly extension of the east right of way line of Weatherford Road; thence northerly, along said southerly extension to the southwest corner of Lot 2 of Cargo Largo, said point being on the easterly right of way line of Weatherford road; thence northerly, along the said easterly right of way line to the south line of a tract of land described and recorded as Tract 1 in Document 2011E0007465; thence easterly, along the south line thereof to the southeast corner thereof; thence northerly, along the east line thereof to the north line of Lot 1 of said Cargo Largo; easterly, along the north line of said Lot 1 and the south line of Lot 2 of Mico Addition to the southeast corner of said Lot 2; thence northerly, along the east line of said Lot 2 to the southerly right of way line of 31st Street; thence easterly, along said southerly right of way line to the westerly right of way line of Union Pacific Railroad; thence northerly, along said westerly right of way line to the southeast corner of Lot 11 of South Osage Acres, said point being on the northerly right of way line of Osage Street; thence northeasterly to the intersection of the easterly right of way line of Union Pacific Railroad and the westerly right of way line of Noland Road; thence northwesterly, along the easterly right of way of the Union Pacific Railroad to the south line of Lot 115 of Martha's Vineyard, said point being on the south line of vacated Francis Street; thence easterly, along the north line of said Lot 115 to the southerly extension of the west line of Lots 61 thru 67 of said Martha's Vineyard; thence northerly, along said west line to the south line of said Lot 64; thence westerly to the west line of the east half of a vacated alley lying west of and adjacent to said Lots 64 thru 62; thence northerly, along the said west line to the westerly extension of the north line of said Lot 62; thence easterly to the northwest corner of said Lot 62; thence northerly to the northwest corner of the south 48 feet of said Lot 61; thence easterly, along the north line of the south 48 feet of said Lot 61 and the north line of vacated Main Street to the easterly right of way line of said Main Street; thence northerly, along said easterly right of way line to the north line of Lot 50 of said Martha's Vineyard; thence easterly, along said north line to the east line thereof; thence northerly, along the east line of Lots 50 thru 54 of said Martha's Vineyard to the south line of Lot 1, Block 5 of Hawthorne Place; thence westerly, along said south line to a point 65 feet east of the southwest corner of said Lot 1; thence northerly to the southwest corner of Lot 7, Block 5 of said Hawthorne Place; thence northeasterly, along the south line of Lots 7 and 6 to the southeast corner of said Lot 6; thence northwesterly, along the east line of said Lot 6 to the southeasterly right of way line of Southside Boulevard; thence northerly to the northwesterly right of way line of Southside Boulevard, said point being on the southwesterly line of Lot 6 of Millard's Second Addition; thence northeasterly, along the said northwesterly right of way line to the south line of Lot 8, Block 1 of Hawthorne Place; thence northwesterly, along the south line of said Lot 8 to the west line thereof; thence northerly, along the west line of Lots 8 thru 3, Block 1 of said Hawthorne Place to the northwest corner of Lot 3, Block 1 of said Hawthorne Place; thence easterly, along the north line of said Lot 3 to the east line of the west 52 feet of Lots 1 and 2, Block 1 of said Hawthorne Place; thence northerly, along said west line to the south right of way line of 23rd Street; thence northerly to the north right of way line of 23rd Street, said point being on the west line of the east 149.05 feet of Lots 14 thru 16, Block 5 of Clarendon Place; thence northerly along said west line to the north line of said Lot 14; thence easterly, along the north line of said Lot 14 to the westerly right of way line of Noland Road; thence northerly along said westerly right of way line and its northerly extension thereof to the centerline of Truman Road; thence easterly along the centerline of Truman Road to the northerly extension of the easterly right of way line of Noland Road; thence southerly, along the easterly right of way line of Noland Road to the northwest corner of Lot 19-A, Clarendon Place-Replat A and the Point of Beginning.

Including the following pursuant to Ordinance 19609, dated October 7, 2024:

Tract 1 **26-240-02-10-00-0-00-000**	WALDO & NORRIS ADD, BEG NW COR BLK 1 TH E 560' TH S 190' TH W 10' TH N 10' TH, SWLY ALG NLY LI OF RR ROW TO PT ON S LI SD BLK 1 TH W 130', TH N TO POB, (EX PT IN TRUMAN RD)
Tract 2 **26-240-02-08-00-0-00-000**	WALDO & NORRIS ADD, PT LOTS 4, 5 & 6 BLK 4 LY W OF MO PAC RY ROW
Tract 3 **26-240-14-11-00-0-00-000**	WALDO & NORRIS ADD, LOTS 4, 5 & 6 & PT LOT 3 BLK 8 NOT IN ROW
Tract 4 **26-240-14-13-00-0-00-000**	WALDO & NORRIS ADD, LOTS 7, 8 & 9 BLK 8 (EX PT IN ROW)

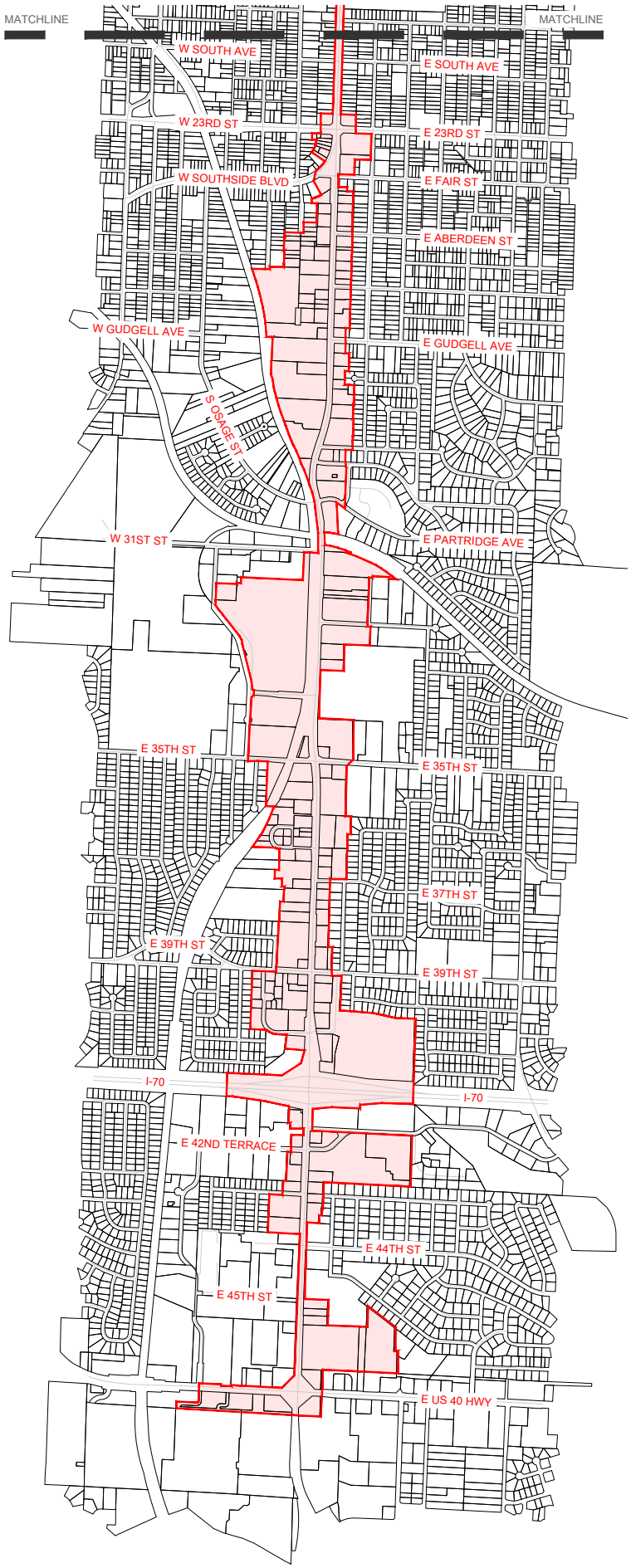
Tract 5
All that part of Dodgion Street right of way from Truman Road on the north to the railroad right of way on the south

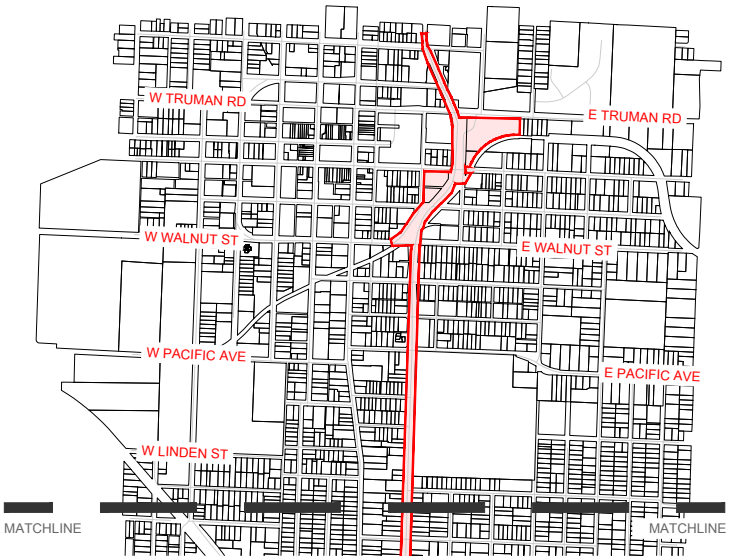
Tract 6
All that part of Memorial Street right of way from Kansas Street on the north to Walnut Street on the south

Tract 7 **26-240-13-01-00-0-00-000**	WALDO & NORRIS ADD, SMALL DIAG PIECE 20.5' X 12.25' IN NW COR LOT 6 BLK 7

Tract 8
Part of Lot 1A, RAJ-PRASHANT – Replat A, Lots 1A & 2A, a subdivision of land in the Southwest Quarter of Section 23, Township 49 North, Range 32 West of the 5th Principal Meridian in City of Independence, Jackson County, Missouri being bounded and described by or under the direct supervision of Jeffrey P. Means P.L.S. 2000147866, for the purpose of a Landscape Annexation Area as follows: Beginning at the northeast corner of said Lot 1A, also being the southwest intersection point of Noland Road and U.S. Interstate Highway Route 70; thence South 01^{0}21'40" East, on the westerly right-of-way line of said Noland Road, 41.80 feet; thence leaving said westerly right-of-way line, South 88^{0}38'20" West, 21.00 feet; thence North 01^{0}21'40" West, 35.00 feet; thence North 89^{0}28'48" West, 150.08 feet; thence North 80^{0}20'18" West, 11.21 feet; thence North 01^{0}21'40" West, 33.14 feet to a point on the southerly right-of-way line of said U.S. Interstate Highway Route 70; thence on said southerly right-of-way line South 80^{0}57'29" East, 185.04 feet to the Point of Beginning. Containing 4,578 square feet or 0.11 acres, more or less.

Plus, the following property to be added to the District: HAWTHORNE PLACE – REPLAT A – LOT 2A
26-530-01-38-00-0-00-000





1" = 2000'

N

0' 1000' 2000'

EXHIBIT C
PROPERTY OWNERSHIP AND ASSESSED VALUE OF ADDITIONAL PROPERTY

~~All~~ Property ~~Owned by the City of Independence, MO~~		2025 Assessed Value
Tract 1	117 E. 23rd Street, Independence, MO 64055 26-530-01-38-00-0-00-000	$37,699.00
	Total Assessed Value	$37,699.00

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4919-0421-1543, v. 1
32849 \067762 \4919-0421-1543v.1

BILL NO. 25.097

ORDINANCE NO. 19743

AN ORDINANCE APPROVING A PETITION TO ADD PROPERTY TO THE NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the Noland Road Community Improvement District (the "District") was formed on December 15, 2014, pursuant to Ordinance No. 18400; and

WHEREAS, a property owner adjacent to the District has filed with the City Clerk (the "City Clerk") a petition for the addition of property to the District pursuant to section 67.1441, RSMo (the "Petition to Add Property"); and

WHEREAS, the City Clerk verified that the Petition to Add Property substantially complied with sections 67.1401 to 67.1571, RSMo, as amended (the "CID Act"), submitted the verified Petition to Add Property 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; and

WHEREAS, the District has consented to the addition of property as required by Section 67.1441.2, RSMo; and

WHEREAS, none of the signatures of the signers of the Petition to Add Property were withdrawn within seven days after the Petition to Add Property were filed with the City Clerk; and

WHEREAS, on October 6, 2025, the City Council opened a public hearing and continued the public hearing to October 20, 2025; and

WHEREAS, on October 20, 2025, the City Council re-opened the public hearing at which all persons interested in the Petition to Add Property were allowed an opportunity to speak; and

WHEREAS, the Petition to Add Property being fully heard before the City Council, the City now desires to approve the Petition to Add Property.

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

SECTION 1. The Petition to Add Property attached hereto as Exhibit A is hereby approved and the District boundaries shall hereafter include the real property described in the Petition to Add Property.

SECTION 2. City officers and agents are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. All ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall take effect and be in full force as provided by the City Charter.

PASSED THIS 3rd DAY OF Nov., 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Suzanne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

EXHIBIT A

PETITION TO ADD PROPERTY

[See attached]

PETITION TO ADD PROPERTY TO THE
NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT

To the City Council of the City of Independence, Missouri ("City"):

The **Noland Road Community Improvement District** ("District") was formed by approval of the Petition for Formation of the District ("Formation Petition") through the adoption of Ordinance No. 18400 on December 15, 2014, ("Formation Ordinance"). BRANDON J. FRYER ("Owner") is the owner of certain property adjacent to the District and respectfully requests this property be added to the District for the mutual benefit of the Owner and the District. The undersigned, collectively representing:

(1) the owners collectively owning more than fifty percent by assessed value of the real property that is proposed to be added to the District and

(2) more than fifty percent per capita of all owners of the real property that is proposed to be added to the District,

do hereby petition and request that the City Council of The City of Independence ("City") **add property** to the District pursuant to Sections 67.1441, RSMo, as further described in this Petition.

Section 67.1441.2, RSMo, provides that a proper petition to add property to a community improvement district is one which meets the requirements of Section 67.1421, RSMo, which requirements shall only apply as to the real property proposed to be added to the district. Accordingly, this Petition contains the information required by Section 67.1421 as it relates to the property proposed to be added to the District. The Formation Petition as approved by the Formation Ordinance remains unmodified except as specified in this Petition relating to the property to be added to the District.

A. Proposed District Name. No change -- see Formation Petition.

B. Legal Description and Map. A legal description and map of the property to be added to the District ("Additional Property") are attached hereto as **Exhibit A**. A legal description and map of the District, including the Additional Property added to the District, is attached as **Exhibit B**.

C. Five Year Plan. No change -- see Formation Petition.

D. Establishment as Political Subdivision. No change -- see Formation Petition.

E. Appointment of Directors. No change -- see Formation Petition.

F. Total Assessed Value. The total assessed value of all real property in the District, including the Additional Property, is $28,117,408.00. Total assessed value of the Additional Property is $37,699.00. Parcel ownership and assessed value information of the Additional Property is set forth in **Exhibit C**.

G. Blighted Area Determination. No change -- see Formation Petition.

H. Term of Existence. No change -- see Formation Petition.

I. Sales Tax. No change -- see Formation Petition. The sales tax authorized by the Formation Petition and the Formation Ordinance shall apply to the Additional Property.

J. Real Estate Tax and Business License Tax. No change -- see Formation Petition.

K. Maximum Special Assessment. No change -- see Formation Petition.

L. No Borrowing Capacity Limitation. No change -- see Formation Petition.

M. No Revenue Limitations. No change -- see Formation Petition.

N. No Power Limitation. No change -- see Formation Petition.

O. Petitioner Withdrawal Right Notice. **THE SIGNATURE OF THE SIGNER OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

EXECUTION PAGE FOR PETITION TO ADD PROPERTY TO THE NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT

Name of owner: BRANDON J. FRYER

Owner's telephone number: 816-838-5403

Owner's mailing address: ~~15514 E~~ 16514 Mechanic St, Independence MO 64050

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Brandon ~~R~~J. Fryer

State basis of legal authority to sign: Owner

Signer's telephone number 816-838-5403

Signer's mailing address: 15514 E Mechanic St, Independence MO 64050

If owner is an individual: ☐ Single ☐ Married

If owner is not an individual, state what type of entity: ☐ Corporation ☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Company ☐ Partnership ☐ Urban Redevelopment Corporation ☐ Not-for-profit Corporation ☐ Other _____

Map and parcel numbers: **26-530-01-38-00-0-00-000** (117 W. 23rd Street)

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(Special Note: All tract numbers listed above represent those parcel taxation identification numbers assigned to those tracts by Jackson County, Missouri and represent those legal descriptions referenced therein, which are incorporated herein by this reference.)

Assessed value: $37,699.00
2025 assessed value: $37,699.00.

By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above.

Date: Aug 25th 2025 Signature: _____

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

Before me personally appeared BRANDON ~~R~~J. FRYER, to me personally known to be the individual described in and who executed the foregoing instrument.
WITNESS my hand and official seal this 25 day of August, 2025.

_____
Notary Public

My Commission Expires: 12/15/2028

4919-0421-1543, v. 1
32849 \067762 \4919-0421-1543v.1

TODD HAMPTON, JR
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES DECEMBER 15, 2028
JACKSON COUNTY
COMMISSION #24623596

City Clerk Verification

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), I, Sarah Carnes-Lemp, City Clerk of the City of Independence, Missouri, state the following:

1. A petition to add property to the Noland Road Community Improvement District was filed with the City Clerk on 8-27-25
2. I have reviewed the petition and have determined on 8-27-25, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 and Section 67.1441 of the CID Act.
3. On 8-27, 2025, I delivered the verified petition to the City Council.

(SEAL)

Date 8-27, 2025

Susanne Holland

Susanne Holland
City Clerk, City of Independence, Missouri

THE CITY OF INDEPENDENCE MISSOURI

4919-0421-1543, v. 1
32849\067762\4919-0421-1543v.1

EXHIBIT A

BOUNDARY DESCRIPTION AND MAP OF PROPERTY TO BE ADDED TO THE DISTRICT

Lot 2A, HAWTHORNE PLACE – REPLAT A, a Replat of part of Lots 1, 2, 20, 21, Block 1, Hawthorne Place, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof.

EXHIBIT B
BOUNDARY DESCRIPTION AND MAP OF COMMUNITY IMPROVEMENT DISTRICT AFTER ADDITION OF PROPERTY

All that part of Sections 2, 11, 14, 23 and 26, Township 49 North, Range 32 West, in the City of Independence, Missouri, described as follows:

Beginning at the northwest corner of Lot 19-A, Clarendon Place-Replat A, said point being on the easterly right of way line of Noland Road; thence easterly along the north line of said Lot 19-A to the northeast corner thereof; thence southerly along the east line of said Lot 19-A and its southerly extension thereof to the south right of way line of 23rd Street; thence easterly, along said right of way line to a point 10 feet east of the east line of Lot 1, Block 1, Walnut Place; thence southerly, parallel with and 10 feet east of the east line of Lots 1, 8, 9 and 12, of said Block 1 to a point 10 feet east of the southeast corner of said Lot 12; thence westerly, along the south line of said Lot 12, and its extensions thereof to a point on the east line of the west half a vacated alley lying east of and adjacent to Lots 14, 15, 18 and 19, of said Block 1; thence southerly along the east line of said vacated alley to the north right of way line of E. Fair Street; thence westerly, along said right of way line to the east right of way line of Noland Road; thence southerly to a point on the westerly extension of the north line of Lot 6, Block 9 of said Walnut Place, said point being on the east right of way line of Noland Road; thence easterly to the northeast corner of the west 100.75 feet of said Lot 6; thence southerly to the southeast corner of the west 100.75 feet of said Lot 6; thence easterly along the south line of said Lot 6 to the southeast corner thereof; thence southerly, along the east line of Lots 6, 7, 10, 11 and 14, of said Block 9 and the east line of Lots 1 thru 5, Gudgell Park to the southeast corner of said Lot 5; thence southerly to the northeast corner of Lot 6 of said Gudgell Park; thence southerly, along the east line of Lots 6 thru 15 of said Gudgell Park, to the southeast corner of said Lot 15; thence southerly to the northeast corner of Lot 16 of said Gudgell Park; thence southerly, along the east line of Lots 16 thru 23 of said Gudgell Park to the southeast corner of said Lot 23; thence westerly, along the south line of said Lot 23 to the northwest corner of the east 50 feet of Lots 24 and 25 of said Gudgell Park; thence southerly, along the west line of said Lots 24 and 25 to the south line of said Lot 25; thence southerly to the northeast corner of Lot 1, WF Grube's Subdivision; thence southerly, along the east line of Lots 1 and 2 of said WF Grube's Subdivision to the southeast corner of said Lot 2; thence easterly to the northeast corner of the south 55 feet of Lot 20 of said WF Grube's Subdivision; thence southerly, along the east line of Lots 2, 4, 5 and 6 of said WF Grube's Subdivision to the north line of Lot 2 of Andes and Roberts Addition; thence westerly, along the north line of said Lot 2 to the northwest corner thereof; thence southerly, along the west line of Lots 2 and 3 of said Andes and Roberts Addition to the southwest corner of said Lot 3; thence easterly, along the south line of said Lot 3 to the northeast corner of the west 75 feet of Lots 12 and 13 of WF Grube's Subdivision; thence southerly, along the east line of the west 75 feet of said Lots 12 and 13 to the south line of said Lot 12; thence easterly to the northwest corner of Lot 50 of Andes and Roberts Addition; thence southerly, along the west line of Lots 50 thru 59 of said Andes and Roberts Addition to the southwest corner of said Lot 59; thence southwesterly to the northeast corner of Lot 4 of Bellevista Heights; thence southerly, along the east line of said Lot 4 to the southeast corner thereof; thence southerly to the intersection of the southerly right of way line of E. Bellevista Drive and the westerly right of way line of S. High Street; thence southerly along the westerly right of way line of said S. High Street to its intersection with the northerly right of way line of E. Partridge Avenue; thence southwesterly, perpendicular to the said northerly right of way line of E. Partridge Avenue to the southerly right of way line of E. Partridge Avenue; thence northwesterly, along said southerly right of way line to the northwest corner of a tract of land described and recorded in Document 200310059991; thence southerly, along the west line of said tract to the north right of way line of the Gulf, Mobile & Ohio Railroad; thence westerly, along said north right of way line to the east right of way line of Noland Road; thence southerly, along the east right of way line of said Noland Road to the south right of way line of the Gulf, Mobile & Ohio Railroad; thence easterly, along said south right of way line, to a point on the north line of the southeast quarter of said Section 14, said point being 104.42 feet east of the northeast corner of Lot 1, Dodgion Business Center; thence westerly,

along the north line of the southeast quarter of said Section 14 to the northeast corner of said Lot 1; thence southeasterly, along the north line of said Lot 1 to the southeast corner thereof; thence westerly, along the south line of said Lot 1, to the westerly right of way line of S. Dodgion Avenue; thence southerly, along the westerly right of way line of said S. Dodgion Avenue to the north right of way line of E. 32nd Street; thence southeasterly to the northeast corner of Lot 1 of Herald House; thence southerly to the southeast corner thereof; thence westerly, along the south line of said Lot 1 to a point that is 292 feet east of the east right of way line of Noland Road; thence southerly 334. 3 feet; thence westerly 292 feet to the east right of way of Noland Road; thence southerly, along the east right of way of said Noland Road to the north line of a tract of land described and recorded in Document 1966I0884635; thence easterly, along said north line to the northeast corner thereof; thence southerly, along the east line thereof to the north right of way line of 35th Street; thence southwesterly to the southerly right of way line of 35th Street, said point being on the west line of Lot 3 of Schowengerdt Farm; thence southerly, along the west line of said Lot 3 to the southwest corner thereof; thence easterly, along the south line of said Lot 3 to the northwest corner of Lot 149 of Stewart Heights; thence southerly, along the west line of Lots 149 thru 140 of said Stewart Heights to the north right of way line of 37th Street; thence westerly, along said north right of way line, to the northerly extension of the east line of Lot 1, Edgevale; thence southerly, along said extension and the east line of Lots 1 thru 8 of said Edgevale to the southeast corner of said Lot 8, said point being also the northwest corner of Lot 27 of said Edgevale; thence easterly, along the north line of said Lot 27 to the northeast corner of the west 50 feet of Lots 26 and 27 of said Edgevale; thence southerly, along the east line thereof to the north right of way line of 39th Street; thence southeasterly to the southerly right of way line of 39th Street, said point being on the west line of Lot 29 of Woodridge; thence southerly, along the west line of Lots 29 thru 34 of said Woodridge to the southwest corner of said Lot 34; thence easterly, along the south line of Lots 34 and Lots 28 thru 19 of said Woodridge to the west line of Lot 37 of Brookwood #2; thence southerly, along the west line of Lots 37 thru 38 and 64 thru 72 of said Brookwood #2 to the most southerly corner of said Lot 72; thence southerly to the south right of way line of U.S. Interstate 70, said point being the northwest corner of Lot 17 of Hidden Creek Office Park 4th Plat; thence westerly, along the south right of way line of said U.S. Interstate 70 to the east right of way line of Noland Road; thence southerly, along the east right of way line of said Noland Road to the north right of way line of E. 42nd Street; thence easterly, along the north right of way line of E. 42nd Street to the southwest corner of Lot 17 of Hidden Creek Office Park 4th Plat; thence southwesterly to the southerly right of way line of E. 42nd Street, said point being on the east line of Lot 14 of South Noland Heights; thence southerly, along the east line thereof to the southeast corner thereof; thence westerly, along the south line of Lots 14, 13 and 10 of said South Noland Heights to the northwest corner of Lot 9 of Resurvey of Tract "A" of Tomasha Village; thence southerly, along the west line of Lots 9 and 8 of said Resurvey of Tract "A" of Tomasha Village to the southwest corner of said Lot 8; thence westerly to the northwest corner of the north 100 feet of the south 440 feet of the east 120 feet of Tract "A" of Tomasha Village; thence southerly to the southeast corner thereof; thence westerly to the northwest corner of the north 100 feet of the south 340 feet of the east 150 feet of said Tract "A"; thence westerly to the easterly right of way line of Noland Road; thence southerly, along said easterly right of way line to the south line of Tract "C" of said Tomasha Village; thence easterly, along said south line to the northeast corner of a tract of land described and recorded in Document 1997I0000321 said point being 300 feet east of the southwest corner of said Tract "C"; thence southerly, along the east line of said tract and its southerly extension thereof to the north line of Lot 1 of Independence Plaza; thence easterly, along the north line of Lots 1 and 4 of said Independence Plaza to the northeast corner of said Lot 4, said point being on the east line of a tract of land described and recorded in Document 1967I0905794; thence northerly, along said east line to the south line of Lot 70 of Tomasha Village; thence southeasterly, along the south line of Lots 70 thru 75 of said Tomasha Village to the northeast corner of a tract of land described and recorded in Document 2001E0087248; thence southerly along the east line of said tract to the southerly Independence City limits line; thence westerly, along said City limits line to the northwest corner of Lot 2 of Independence Plaza; thence southerly, along the west line of said Lot 2 to the northerly right of way line of U.S. Highway No. 40; thence southerly, to the southerly right of way line of U.S. Highway No. 40, said point being on the northwesterly line of Lot 5 of the Amended Plat of Hawthorne Square; thence southerly and westerly along

the northwesterly line of said Lot 5 to the east right of way line of Noland Road; thence westerly to the westerly right of way line of Noland Road, said point being on the southerly Independence City limits line; thence westerly, along the said City limits line to the west line of Tract 5 of Plaza 40 Shopping Center Phase 2; thence northeasterly, along the west line of said Tract 5, to the southerly right of way line of U.S. Highway No. 40; thence northerly to the intersection of the northerly right of way line of U.S. Highway No. 40 and the easterly right of way line of Washington Avenue; thence easterly along the northerly right of way line of U.S. Highway No. 40 to westerly right of way line of Noland Road; thence northerly along the westerly right of way of Noland Road to the easterly extension of the south line of Lot 58, Holiday Hills; thence westerly to the southeast corner of Lot 58 of said Holiday Hills; thence northerly, along the east line of Lots 58, 47, 46, 35, 34, 28 and 27 of said Holiday Hills and their northerly extension thereof to the north right of way line of 43rd Street; thence easterly, along said right of way line to the east line of Lot 1 of Holiday Hills; thence northerly, along said east line, to the south line of Tract 6 of Byron Les Commercial Subdivision; thence easterly, along the said south line to the east line thereof; thence northerly, along the said east line and its northerly extension thereof to the north right of way line of 42nd Street Terrace; thence easterly, along the said north right of way line to the southeasterly line of Lot 2 of RAJ-Prashant Subdivision; thence northerly and easterly, along said southeasterly line to the west right of way line of Noland Road; thence northerly, along said west right of way line to the north line of said Lot 2; thence northwesterly, along said north line to the southeast corner of Lot 1 of said RAJ-Prashant Subdivision; thence northerly, along the east line of said Lot 1 to the northeast corner thereof, said point being the northwest corner of a tract of land described and recorded in Document 1990I0969754; thence easterly, along the north line of said tract to the westerly right of way line of Noland Road; thence northerly, along said westerly right of way line to the southerly right of way line of U.S. Interstate 70; thence westerly along the southerly right of way line of U.S. Interstate 70 to the northwest corner of Lot 2A Les Byron Commercial Subdivision, thence northerly, perpendicular to the south right of way line of U.S. Interstate 70 to the north right of way line of U.S. Interstate 70; thence easterly, along the north right of way line of U.S. Interstate 70 to the westerly right of way line of Noland Road; thence northerly, along the westerly right of way line of Noland Road to a point 178.36 feet south of the northeast corner of Lot 4, Reich Commercial Subdivision; thence southwesterly along the east line of said Lot 4 to the south line of a tract of land described and recorded as Tract 1 in Document 2007E0115714; thence northwesterly, along said south line to the west line of said Lot 4; thence northerly, along said west line to the southerly right of way line of Lynn Court Drive; thence westerly, along the said southerly right of way to the south line of Lot 1 of said Reich Commercial Subdivision; thence westerly, along said south line to the west line of said Lot 1; thence northerly, along the said west line to the northwest corner of said Lot 1, said point being the southwest corner of Lot 5 of Old Town Park; thence northerly, along the west line of Lots 5 thru 1 of said Old Town Park and their northerly extension thereof to the northerly right of way line of 39th Street; thence easterly, along said northerly right of way line to the intersection of the easterly right of way line of Lynn Street; thence northerly, along said easterly right of way line and the east line of Lot 164 of Hall Manor to the south line of Lot 2 of Noland Road View; thence easterly, along said south line to the west line of the east 387 feet of Lots 1 and 2 of said Noland View; thence northerly, along said west line to the north line of said Lot 1; thence easterly, along said north line to the east line of the west 30 feet of Lots 3 and 4 of Mann Addition; thence northerly, along said east line to the south line of Lot 2 of said Mann Addition; thence westerly, along said south line to the west line of said Lot 2; thence northerly, along said west line to the southwest corner of Lot 1 of said Mann Addition; thence westerly, along the westerly extension of the south line of said Lot 1 to a point 93 feet westerly thereof; thence northerly, parallel to the west line of said Lot 1 to the south line of Lot 5 of A & E Addition; thence easterly, along the south line of said Lot 5 to the west line of the east 410 feet of said Lot 5; thence northerly, along said west line to the southeast corner of Lot 9 of A & E Addition; thence northerly, along the east line of said Lot 9 to the southerly right of way line of Noland Court; thence northwesterly along the southerly right of way line of Noland Court to the south line of Lot 10 of A & E Addition; thence westerly, along said south line to the west line of said Lot 10; thence northeasterly, along the west line of Lots 10, 17 and 18 of said A & E Addition to the northwest corner of said Lot 18, said point being the southwest corner of Lot 2 of Noland Road at 35th Street

Addition; thence northeasterly, along the west line of Lot 2 and 1 of said Noland Road at 35th Street Addition to the northwest corner of said Lot 1; thence westerly to the most southerly corner of Lot 1 of Oscar Schowengerdt Addition; thence northerly, along the west line of said Lot 1 to the southerly right of way line of 35th Street; thence westerly, along said southerly right of way line to a point on the southerly extension of the east right of way line of Weatherford Road; thence northerly, along said southerly extension to the southwest corner of Lot 2 of Cargo Largo, said point being on the easterly right of way line of Weatherford road; thence northerly, along the said easterly right of way line to the south line of a tract of land described and recorded as Tract 1 in Document 2011E0007465; thence easterly, along the south line thereof to the southeast corner thereof; thence northerly, along the east line thereof to the north line of Lot 1 of said Cargo Largo; easterly, along the north line of said Lot 1 and the south line of Lot 2 of Mico Addition to the southeast corner of said Lot 2; thence northerly, along the east line of said Lot 2 to the southerly right of way line of 31st Street; thence easterly, along said southerly right of way line to the westerly right of way line of Union Pacific Railroad; thence northerly, along said westerly right of way line to the southeast corner of Lot 11 of South Osage Acres, said point being on the northerly right of way line of Osage Street; thence northeasterly to the intersection of the easterly right of way line of Union Pacific Railroad and the westerly right of way line of Noland Road; thence northwesterly, along the easterly right of way of the Union Pacific Railroad to the south line of Lot 115 of Martha's Vineyard, said point being on the south line of vacated Francis Street; thence easterly, along the north line of said Lot 115 to the southerly extension of the west line of Lots 61 thru 67 of said Martha's Vineyard; thence northerly, along said west line to the south line of said Lot 64; thence westerly to the west line of the east half of a vacated alley lying west of and adjacent to said Lots 64 thru 62; thence northerly, along the said west line to the westerly extension of the north line of said Lot 62; thence easterly to the northwest corner of said Lot 62; thence northerly to the northwest corner of the south 48 feet of said Lot 61; thence easterly, along the north line of the south 48 feet of said Lot 61 and the north line of vacated Main Street to the easterly right of way line of said Main Street; thence northerly, along said easterly right of way line to the north line of Lot 50 of said Martha's Vineyard; thence easterly, along said north line to the east line thereof; thence northerly, along the east line of Lots 50 thru 54 of said Martha's Vineyard to the south line of Lot 1, Block 5 of Hawthorne Place; thence westerly, along said south line to a point 65 feet east of the southwest corner of said Lot 1; thence northerly to the southwest corner of Lot 7, Block 5 of said Hawthorne Place; thence northeasterly, along the south line of Lots 7 and 6 to the southeast corner of said Lot 6; thence northwesterly, along the east line of said Lot 6 to the southeasterly right of way line of Southside Boulevard; thence northerly to the northwesterly right of way line of Southside Boulevard, said point being on the southwesterly line of Lot 6 of Millard's Second Addition; thence northeasterly, along the said northwesterly right of way line to the south line of Lot 8, Block 1 of Hawthorne Place; thence northwesterly, along the south line of said Lot 8 to the west line thereof; thence northerly, along the west line of Lots 8 thru 3, Block 1 of said Hawthorne Place to the northwest corner of Lot 3, Block 1 of said Hawthorne Place; thence easterly, along the north line of said Lot 3 to the east line of the west 52 feet of Lots 1 and 2, Block 1 of said Hawthorne Place; thence northerly, along said west line to the south right of way line of 23rd Street; thence northerly to the north right of way line of 23rd Street, said point being on the west line of the east 149.05 feet of Lots 14 thru 16, Block 5 of Clarendon Place; thence northerly along said west line to the north line of said Lot 14; thence easterly, along the north line of said Lot 14 to the westerly right of way line of Noland Road; thence northerly along said westerly right of way line and its northerly extension thereof to the centerline of Truman Road; thence easterly along the centerline of Truman Road to the northerly extension of the easterly right of way line of Noland Road; thence southerly, along the easterly right of way line of Noland Road to the northwest corner of Lot 19-A, Clarendon Place-Replat A and the Point of Beginning.

Including the following pursuant to Ordinance 19609, dated October 7, 2024:

Tract 1 **26-240-02-10-00-0-00-000**	WALDO & NORRIS ADD, BEG NW COR BLK 1 TH E 560' TH S 190' TH W 10' TH N 10' TH, SWLY ALG NLY LI OF RR ROW TO PT ON S LI SD BLK 1 TH W 130', TH N TO POB, (EX PT IN TRUMAN RD)
Tract 2 **26-240-02-08-00-0-00-000**	WALDO & NORRIS ADD, PT LOTS 4, 5 & 6 BLK 4 LY W OF MO PAC RY ROW
Tract 3 **26-240-14-11-00-0-00-000**	WALDO & NORRIS ADD, LOTS 4, 5 & 6 & PT LOT 3 BLK 8 NOT IN ROW
Tract 4 **26-240-14-13-00-0-00-000**	WALDO & NORRIS ADD, LOTS 7, 8 & 9 BLK 8 (EX PT IN ROW)

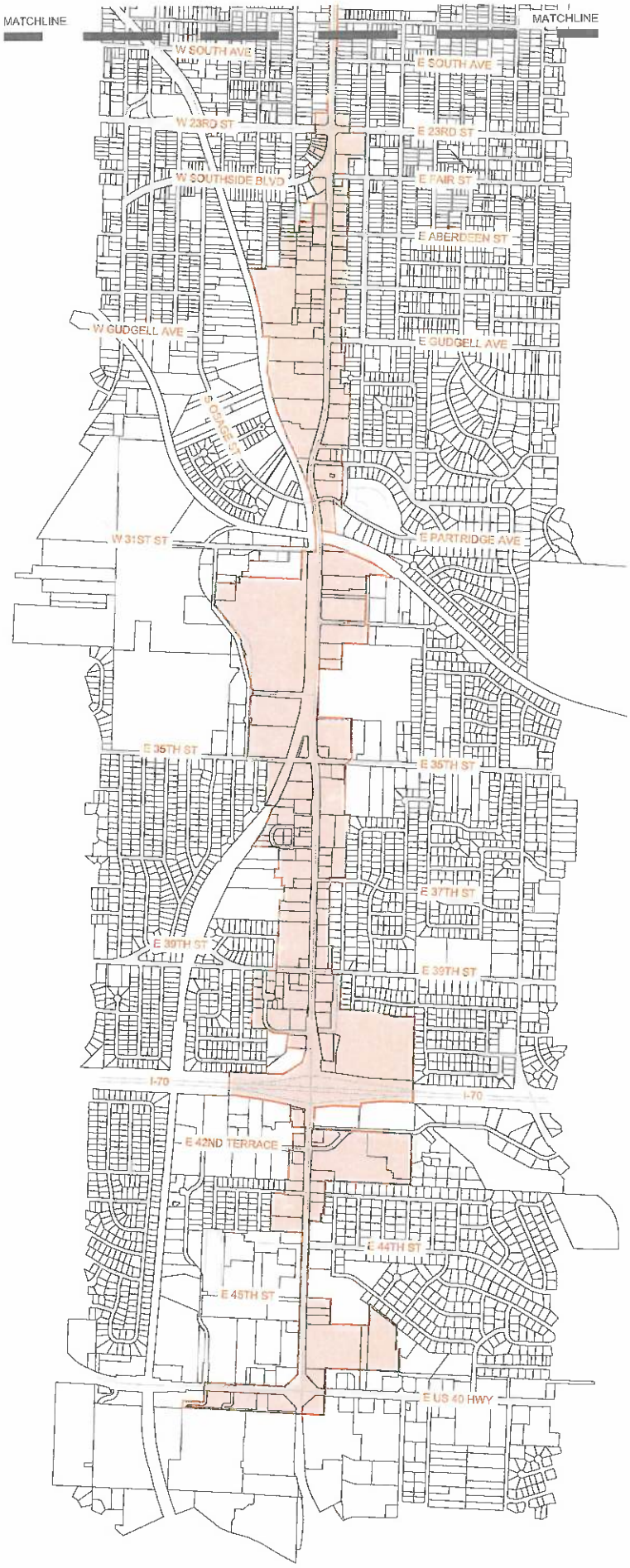
Tract 5
All that part of Dodgion Street right of way from Truman Road on the north to the railroad right of way on the south

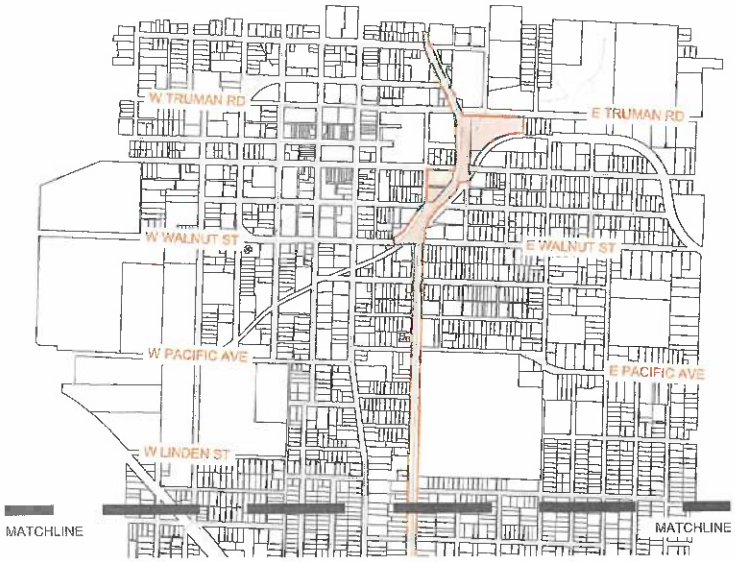
Tract 6
All that part of Memorial Street right of way from Kansas Street on the north to Walnut Street on the south

Tract 7 **26-240-13-01-00-0-00-000**	WALDO & NORRIS ADD, SMALL DIAG PIECE 20.5' X 12.25' IN NW COR LOT 6 BLK 7

Tract 8
Part of Lot 1A, RAJ-PRASHANT – Replat A, Lots 1A & 2A, a subdivision of land in the Southwest Quarter of Section 23, Township 49 North, Range 32 West of the 5th Principal Meridian in City of Independence, Jackson County, Missouri being bounded and described by or under the direct supervision of Jeffrey P. Means P.L.S. 2000147866, for the purpose of a Landscape Annexation Area as follows: Beginning at the northeast corner of said Lot 1A, also being the southwest intersection point of Noland Road and U.S. Interstate Highway Route 70; thence South 01°21'40" East, on the westerly right-of-way line of said Noland Road, 41.80 feet; thence leaving said westerly right-of-way line, South 88°38'20" West, 21.00 feet; thence North 01°21'40" West, 35.00 feet; thence North 89°28'48" West, 150.08 feet; thence North 80°20'18" West, 11.21 feet; thence North 01°21'40" West, 33.14 feet to a point on the southerly right-of-way line of said U.S. Interstate Highway Route 70; thence on said southerly right-of-way line South 80°57'29" East, 185.04 feet to the Point of Beginning. Containing 4,578 square feet or 0.11 acres, more or less.

Plus, the following property to be added to the District: HAWTHORNE PLACE – REPLAT A – LOT 2A
26-530-01-38-00-0-00-000





1" = 2000'

N

0' 1000' 2000'

EXHIBIT C
PROPERTY OWNERSHIP AND ASSESSED VALUE OF ADDITIONAL PROPERTY

~~All~~ Property ~~Owned by the City of Independence, MO~~		2025 Assessed Value
Tract 1	117 E. 23rd Street, Independence, MO 64055 26-530-01-38-00-0-00-000	$37,699.00
	Total Assessed Value	$37,699.00

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4919-0421-1543, v. 1
32849\067762\4919-0421-1543v.1

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-098 **2R** An ordinance authorizing the acceptance of a grant in the amount of $8,000.00 from the Missouri Department of Transportation for reimbursement of overtime for the police department for work zone enforcement from July 1, 2024 to December 31, 2025; authorizing future change orders and/or time extensions for the same project and making the necessary appropriations. **2R** **Item passes 6-0 Ord. No. 19744**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS

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

ATTACHMENTS:

1. 2024-2025 DRAFT Ord -Acceptance of WORK ZONE Grant Contract
2. GrantApplication
3. Ord. No.19744

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF $8,000.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF OVERTIME FOR THE POLICE DEPARTMENT FOR WORK ZONE ENFORCEMENT FROM JULY 1, 2024 TO DECEMBER 31, 2025; AUTHORIZING FUTURE CHANGE ORDERS AND/OR TIME EXTENSIONS FOR THE SAME PROJECT AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement of overtime for the Police Department for work zone enforcement in the amount of Eight Thousand and NO/100 Dollars ($8,000.00) from July 1, 2024, through December 31, 2025; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #2020-06-57858) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Eight Thousand and NO/100 Dollars ($8,000.00) for overtime for the Police Department from July 1, 2024, through December 31, 2025, to provide enforcement on and around work zones, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That appropriations are hereby increased in the 2024-2025 Fiscal Year Grant Fund Police Department Operating Budget in the amount of Eight Thousand and NO/100 Dollars ($8,000.00) from increased Estimated Revenues from a Grant from the Missouri Department of Transportation, Highway Safety Division, for an overtime program for work zone enforcement.

SECTION 3. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 4. That the City Manager is hereby authorized to increase appropriations by the amount of any increases authorized by change order, extension, amendment or addendum for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

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

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
Acting City Counselor

REVIEWED BY:

_____
City Manager

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: State Grant

_____
Director of Finance and Administration
City of Independence, Missouri

Highway Safety and Traffic Division
WORKZONE ENFORCEMENT CONTRACT
July 01, 2024 through December 31, 2025

(Application due by June 30, 2024)

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Agency:	Independence Police Dept.	**Agency ORI#:**	MO0480600
Address:	223 N. Memorial Dr.	**Federal Tax ID#:**	446000190
		DUNS #:	U5W1BFU54PJ3

City:	Independence	**State:**	MO	**Zip:**	64050-2836	**County:**	Jackson
Phone:	816-325-7300	**Fax:**	816-325-7316				
Contact:	Sgt. Jeff Buck	**Email:**	jbuck@indepmo.org				
Jurisdiction:	Urban	**Jurisdiction Population:**	120,185				
Targeted Population:	All Drivers						

Project activity for which your agency is requesting funding:

Other

Project Title:	INDEPENDENCE PD 2025 WORKZONE-URBAN	**Requested Amount:**	$8,000.00
Brief Description:	25CWZET03Z		

ADAM DUSTMAN
Authorizing Official

Authorizing Official Signature

CHIEF
Authorizing Official Title

PROBLEM IDENTIFICATION

N/A

GOALS/OBJECTIVES

N/A

PROJECT DESCRIPTION

N/A

N/A

ADDITIONAL FUNDING SOURCES

N/A

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime/Fringe	OFFICER OVERTIME	1	$8,000.00	$8,000.00	$0.00	**$8,000.00**
					$8,000.00	**$0.00**	**$8,000.00**
				Total Contract	**$8,000.00**	**$0.00**	**$8,000.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added

Work Zone Enforcement Traffic Grant
MoDot
09-17-25-jb

BILL NO. 25-098

ORDINANCE NO. 19744

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF $8,000.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF OVERTIME FOR THE POLICE DEPARTMENT FOR WORK ZONE ENFORCEMENT FROM JULY 1, 2024 TO DECEMBER 31, 2025; AUTHORIZING FUTURE CHANGE ORDERS AND/OR TIME EXTENSIONS FOR THE SAME PROJECT AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement of overtime for the Police Department for work zone enforcement in the amount of Eight Thousand and NO/100 Dollars ($8,000.00) from July 1, 2024, through December 31, 2025; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #2020-06-57858) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Eight Thousand and NO/100 Dollars ($8,000.00) for overtime for the Police Department from July 1, 2024, through December 31, 2025, to provide enforcement on and around work zones, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That appropriations are hereby increased in the 2024-2025 Fiscal Year Grant Fund Police Department Operating Budget in the amount of Eight Thousand and NO/100 Dollars ($8,000.00) from increased Estimated Revenues from a Grant from the Missouri Department of Transportation, Highway Safety Division, for an overtime program for work zone enforcement.

SECTION 3. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 4. That the City Manager is hereby authorized to increase appropriations by the amount of any increases authorized by change order, extension, amendment or addendum for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

PASSED THIS 3rd DAY OF NOV., 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Work Zone Enforcement Traffic Grant
MoDot
09-17-25-jb

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

ATTEST:

Suzanne Holland
City Clerk

APPROVED - FORM AND LEGALITY:

Acting City Counselor

REVIEWED BY:

City Manager

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: State Grant

Director of Finance and Administration
City of Independence, Missouri

THE CITY OF INDEPENDENCE MISSOURI

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-099 **2R** An ordinance adopting amendments to the Fiscal Year 2025-2026 budget, which was approved by Ordinance No. 19682. **2R** **Item passes 6-0 Ord. No. 19745**

Recommendations:

Staff recommends approval of this item.

Background:

This ordinance will increase appropriations in the amount of $521,268.36 in the 2025-26 Operating Budgets of various departments and funds for budget changes that have occurred during the current fiscal year that have been requested by operating departments.

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 $232,592 for various funds. A breakdown of the budgetary impact by fund and department is listed below:

Department	Fund	Expense	Revenue	Net Budgetary Impact
Parks and Recreation	004	$26,667.00	-	$26,667.00
Police	067	$150,270.00	-	$150,270.00
Police	002	$56,613.42	($56,613.42)	$0.00
Police	015	$50,000.00	($50,000.00)	$0.00
Community Development	015	$63,332.94	($63,332.94)	$0.00
Emergency Preparedness	065	$25,000.00	-	$25,000.00
Police - Animal Services	005	$0.00	-	$0.00
Police	065	$30,655.00	-	$30,655.00
Police	052	$118,730.00	($118,730.00)	$0.00
	Totals:	**$521,268.36**	**($288,676.36)**	**$232,592.00**

Council Action:

Department / Contact Finance and Administration /

REVIEWERS

Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Appropriations Ordinance Q1 FY25-26 (1)
2. Appropriations Background Q1 FY25-26
3. Ord. No.19745

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

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 $63,332.94 from the Missouri Highways and Transportation Commission in the Grants Fund (No. 015) and increased appropriations in the amount of $63,332.94 for Community Development's grants account in the Grants Fund (No. 015).

SECTION 2. Increased revenues in the amount of $50,000 from the Missouri Blue Shield Grant Program in the Grants Fund (No. 015) and increased appropriations in the amount of $50,000 for Independence Police Department's grants account in the Grants Fund (No. 015).

SECTION 3. Increased appropriations in the amount of $150,270.00 in the Prop PD Sales Tax Fund (No. 067) from the Unassigned Fund Balance for equipment purchases and repair for the Police Department in excess of budget.

SECTION 4. Increased appropriations in the amount of $26,667.00 in the Tourism Fund (No. 007) from Unassigned Fund Balance for the promotion and marketing of the SantaCaliGon Festival.

SECTION 5. Increased revenues in the amount of $56,613.42 from Police Forfeiture revenues for various Police Department programs and projects in the General Fund (No. 002) and increased appropriations in the amount of $56,613.42 in the Police Department accounts in the General Fund (No. 002).

SECTION 6. Increased appropriations in the amount of $25,000 in the Marijuana Sales Tax Fund (No.065) from Unassigned Fund Balance for storm siren maintenance.

SECTION 7. Increased appropriations in the amount of $30,655.00 in the Marijuana Sales Tax Fund (No. 065) from the Unassigned Fund Balance to provide a transfer to the Police Improvements Fund (No. 052) to cover the cost of equipment replacement in excess of budget.

SECTION 8. Transfer of budgeted funds in the amount of $88,075.00 from the Health Property Tax Levy Fund (No. 005) in the amount of $88,075.00 to the Police Improvements Fund (No. 052)

SECTION 9. Increased transfers in in the amount of $118,730.00 from the Health Property Tax Levy Fund (No. 005) and the Marijuana Sales Tax Fund (No. 065) and increased appropriations in the

amount of $118,730.00 in the Police Improvements Fund (No. 052) for the cost of equipment replacement.

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

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

_____
Director of Finance and Administration
City of Independence, Missouri

City of Independence, Missouri
Supplemental Appropriation Ordinance
Fiscal Year 2025-26

Section 1:

Fund: Grants Fund

Department: Community Development

Source: Increased Revenues – Grant

Description:

The Community Development Department was awarded funding from the Missouri Highways and Transportation Commission. Appropriations for the total amount of this grant, totaling $63,332.94, are requested.
0154450-5226-PTOA
015-3250-PTOA

Section 2:

Fund: Grants Fund

Department: Police

Source: Increased Revenues – Grant

Description:

The Independence Police Department was awarded funding from the Missouri Blue Shield Grant Program. This funding provides support for the purchase of equipment. Appropriations for the total amount of this grant, totaling $50,000.00, are requested.
0154550-5406-MBSGP
015-3250-MBSGP

Section 3:

Fund: Proposition PD Sales Tax Fund

Department: Police

Source: Fund Balance

Description: Increased appropriations in the amount of $150,270.00 for the purchase of Automated External Defibrillators and repair of equipment in excess of budget are requested.
0674567-5406

Section 4:

Fund: Tourism

Department: Parks and Recreation

Source: Fund Balance

Description: Increased appropriations in the amount of $26,667.00 for advertising and marketing are requested.
0046061-5205

Section 5:

Fund: General Fund

Department: Police

Source: Forfeiture Funds

Description: Increased appropriations in the amount of $1898.00 in the General Fund for purchase of an indoor drone are requested.
0024514-5313 DOJ
002-3398 DOJ

Increased appropriations in the amount of $54,715.42 in the General Fund for fiber project to solve weather-related radio degradation and to connect KCPD radio and network to a back-up site.
0024514-5212 TREAS
002-3398 TREAS

Section 6:

Fund: Marjuana Sales Tax Fund

Department: Emergency Preparedness

Source: Fund Balance

Description: Increased appropriations in the amount of $25,000 from Unassigned Fund Balance for siren maintenance. This expenditure was meant to be included in the FY25-26 Adopted Budget but was inadvertently not included in the appropriation ordinance.
0654621-5240

Section 7:

Fund: Marijuana Sales Tax Fund

Department: Finance

Source: Fund Balance

Description: Increased appropriations in the amount of $30,655.00 for a transfer to the Police Improvements Fund related to equipment replacement are requested.
065-6600

Section 8:

Fund: Health Property Tax Levy Fund

Department: Police Department – Animal Services

Source: Transfers

Description: Transfer of budgeted funds in the amount of $88,075.00 for equipment replacement to the Police Department Improvements Fund. This is a net zero budgetary impact.

0054705-5405-IPD (88,075.00)
0054705-6600-IPD 88,075.00

Section 9:

Fund: Police Improvements Fund

Department: Police

Source: Transfers

Description: Increased appropriations in an amount totaling $118,730.00 for equipment replacement are requested. Individual transfer amounts are shown below.
0527052-5405 - $118,730.00
052-3503-065T – ($30,655.00)
052-3503-005T- ($88,075.00)

BILL NO. 25-099

ORDINANCE NO. 19745

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

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 $63,332.94 from the Missouri Highways and Transportation Commission in the Grants Fund (No. 015) and increased appropriations in the amount of $63,332.94 for Community Development's grants account in the Grants Fund (No. 015).

SECTION 2. Increased revenues in the amount of $50,000 from the Missouri Blue Shield Grant Program in the Grants Fund (No. 015) and increased appropriations in the amount of $50,000 for Independence Police Department's grants account in the Grants Fund (No. 015).

SECTION 3. Increased appropriations in the amount of $150,270.00 in the Prop PD Sales Tax Fund (No. 067) from the Unassigned Fund Balance for equipment purchases and repair for the Police Department in excess of budget.

SECTION 4. Increased appropriations in the amount of $26,667.00 in the Tourism Fund (No. 007) from Unassigned Fund Balance for the promotion and marketing of the SantaCaliGon Festival.

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SECTION 6. Increased appropriations in the amount of $25,000 in the Marijuana Sales Tax Fund (No.065) from Unassigned Fund Balance for storm siren maintenance.

SECTION 7. Increased appropriations in the amount of $30,655.00 in the Marijuana Sales Tax Fund (No. 065) from the Unassigned Fund Balance to provide a transfer to the Police Improvements Fund (No. 052) to cover the cost of equipment replacement in excess of budget.

SECTION 8. Transfer of budgeted funds in the amount of $88,075.00 from the Health Property Tax Levy Fund (No. 005) in the amount of $88,075.00 to the Police Improvements Fund (No. 052)

SECTION 9. Increased transfers in in the amount of $118,730.00 from the Health Property Tax Levy Fund (No. 005) and the Marijuana Sales Tax Fund (No. 065) and increased appropriations in the

amount of $118,730.00 in the Police Improvements Fund (No. 052) for the cost of equipment replacement.

PASSED THIS 3rd DAY OF Nov. 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Suzanne Holland
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

THE CITY OF INDEPENDENCE MISSOURI

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-100 **2R** An ordinance amending Article 15 of Chapter 4 Rental Ready Program to amend the effective date of the licensing requirement for utility turn-on. **2R** **Item passes 6-0 Ord. No. 19746**

Recommendations:

Staff recommends approval.

Background:

The City of Independence requires landlords operating rental dwellings and rental dwelling units to maintain a valid business license. At present, tenants may establish utility service at rental properties regardless of the landlord's compliance with this requirement, which can result in tenants unknowingly occupying unlicensed rental units.

To close this enforcement gap, in December 2024, the City Council passed an ordinance to require a landlord to have a valid business license prior to the tenant turning on utilities. This provision was to go into effect beginning January 1, 2026.

The City has been working to reconfigure CityWorks, the permitting and licensing system, to directly integrate business license verification with the process of establishing utility service. This new functionality will ensure that a valid business license has been issued to the landlord before utilities can be activated for a rental dwelling or rental dwelling unit.

The original implementation date for this change was January 1, 2026. However, based on the time needed to complete and test the CityWorks reconfiguration, staff recommends adjusting the effective date to **April 1, 2026.**

This requirement is intended to:

- Strengthen Tenant Protections: Tenants will have increased confidence that their rental units are properly licensed and regularly monitored in accordance with City standards.
- Increase Landlord Accountability: Ensures landlords remain in compliance with licensing regulations and rental ready obligations.
- Promote Fairness Across the Rental Market: Creates a level playing field by preventing unlicensed landlords from gaining an unfair advantage over those who follow the rules.

Since the adoption of the original effective date in December 2024, City staff have taken proactive steps to ensure a smooth transition through a communication strategy, including:

- Business License Renewal Inserts: Informational reminders included in license renewals.

- Utility Customer Service Messaging: Customer Service representatives are informing both tenants and landlords about the upcoming changes.
- City Website Updates: Clear and accessible messaging on the City's website to raise awareness of the new requirement.

Emergency Justification:

Fiscal Impact:
The proposed amendment is expected to have no negative fiscal impact.

Council Action:

Department / Contact Community Development /

REVIEWERS
Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. Word Ordinance Revisions Rental Ready Utility Service 2025
2. PDF Ordinance Revisions Rental Ready Utility Service 2025
3. Sec. 4.15.004. Business license required.
4. Ord. No.19746

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 15 OF CHAPTER 4 RENTAL READY PROGRAM TO AMEND THE EFFECTIVE DATE OF THE LICENSING REQUIREMENT FOR UTILITY TURN ON.

WHEREAS, on September 6, 2016, the City Council passed Ordinance No. 18637 enacting a new Article 15, Rental Ready Program, to Chapter 4 of the City Code, pertaining to business licensing and inspection requirements for rental properties; and,

WHEREAS, the goals of the program are to protect the health, safety and welfare of residents, maintain attractive and desirable neighborhoods, and ensure minimum standards for the interior of residential buildings; and

WHEREAS, there is a need to protect the health, safety and welfare of the public; and,

WHEREAS, it is deemed necessary for residential rental housing within the City of Independence to be registered and properly maintained; and,

WHEREAS, additional procedures and regulations are necessary to monitor and ensure compliance with the Rental Ready Program; and

WHEREAS, in December 2024, the City Council amended the Rental Ready Program to include a provision requiring landlords to obtain a valid business license prior to a tenant initiating utility services; and

WHEREAS, this provision was to go into effect beginning January 1, 2026.

WHEREAS, based on the time needed to complete and test the CityWorks reconfiguration, staff recommends adjusting the effective date to April 1, 2026.

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

SECTION 1. That Section 4.15.004 of the Code of the City of Independence, Missouri is hereby amended as follows:

Sec. 4.15.004. Business license required.

A. No person shall allow to be occupied, offer for rent, rent to another for occupancy or let for occupancy any rental dwelling unless the owner has first obtained a valid business license issued in accordance with Chapter 5 of the City Code.

B. All those who hold a valid business license at the time this ordinance becomes effective shall be deemed to hold a valid business license within the meaning of this article.

C. A business license shall be valid as prescribed in Chapter 5 of the City Code.

D. In order for customers to obtain utility service to a rental dwelling or rental dwelling unit, a valid business license shall be issued by the City of Independence to the landlord for that property address. This provision shall go into effect on **~~January~~** **April** 1, 2026.

E. If the business operates as a Limited Liability Company (LLC), said business shall file with the City of Independence a valid LLC registration in accordance with RSMo 347.048.

SECTION 2. That all other parts and provisions of the City Code not in conflict herewith shall remain 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 and bolded are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 15 OF CHAPTER 4 RENTAL READY PROGRAM TO AMEND THE EFFECTIVE DATE OF THE LICENSING REQUIREMENT FOR UTILITY TURN ON.

WHEREAS, on September 6, 2016, the City Council passed Ordinance No. 18637 enacting a new Article 15, Rental Ready Program, to Chapter 4 of the City Code, pertaining to business licensing and inspection requirements for rental properties; and,

WHEREAS, the goals of the program are to protect the health, safety and welfare of residents, maintain attractive and desirable neighborhoods, and ensure minimum standards for the interior of residential buildings; and

WHEREAS, there is a need to protect the health, safety and welfare of the public; and,

WHEREAS, it is deemed necessary for residential rental housing within the City of Independence to be registered and properly maintained; and,

WHEREAS, additional procedures and regulations are necessary to monitor and ensure compliance with the Rental Ready Program; and

WHEREAS, in December 2024, the City Council amended the Rental Ready Program to include a provision requiring landlords to obtain a valid business license prior to a tenant initiating utility services; and

WHEREAS, this provision was to go into effect beginning January 1, 2026.

WHEREAS, based on the time needed to complete and test the CityWorks reconfiguration, staff recommends adjusting the effective date to April 1, 2026.

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

SECTION 1. That Section 4.15.004 of the Code of the City of Independence, Missouri is hereby amended as follows:

Sec. 4.15.004. Business license required.

A. No person shall allow to be occupied, offer for rent, rent to another for occupancy or let for occupancy any rental dwelling unless the owner has first obtained a valid business license issued in accordance with Chapter 5 of the City Code.

B. All those who hold a valid business license at the time this ordinance becomes effective shall be deemed to hold a valid business license within the meaning of this article.

C. A business license shall be valid as prescribed in Chapter 5 of the City Code.

D. In order for customers to obtain utility service to a rental dwelling or rental dwelling unit, a valid business license shall be issued by the City of Independence to the landlord for that property address. This provision shall go into effect on ~~**January**~~ **April** 1, 2026.

E. If the business operates as a Limited Liability Company (LLC), said business shall file with the City of Independence a valid LLC registration in accordance with RSMo 347.048.

SECTION 2. That all other parts and provisions of the City Code not in conflict herewith shall remain 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 and bolded are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

ARTICLE 15. RENTAL READY PROGRAM

Sec. 4.15.004. Business license required.

A. No person shall allow to be occupied, offer for rent, rent to another for occupancy or let for occupancy any rental dwelling unless the owner has first obtained a valid business license issued in accordance with Chapter 5 of the City Code.

B. All those who hold a valid business license at the time this ordinance becomes effective shall be deemed to hold a valid business license within the meaning of this article.

C. A business license shall be valid as prescribed in Chapter 5 of the City Code.

D. In order for customers to obtain utility service to a rental dwelling or rental dwelling unit, a valid business license shall be issued by the City of Independence to the landlord for that property address. This provision shall go into effect on ~~**January**~~ **April** 1, 2026.

E. If the business operates as a Limited Liability Company (LLC), said business shall file with the City of Independence a valid LLC registration in accordance with RSMo 347.048.

BILL NO. 25-100

ORDINANCE NO. 19744

AN ORDINANCE AMENDING ARTICLE 15 OF CHAPTER 4 RENTAL READY PROGRAM TO AMEND THE EFFECTIVE DATE OF THE LICENSING REQUIREMENT FOR UTILITY TURN ON.

WHEREAS, on September 6, 2016, the City Council passed Ordinance No. 18637 enacting a new Article 15, Rental Ready Program, to Chapter 4 of the City Code, pertaining to business licensing and inspection requirements for rental properties; and,

WHEREAS, the goals of the program are to protect the health, safety and welfare of residents, maintain attractive and desirable neighborhoods, and ensure minimum standards for the interior of residential buildings; and

WHEREAS, there is a need to protect the health, safety and welfare of the public; and,

WHEREAS, it is deemed necessary for residential rental housing within the City of Independence to be registered and properly maintained; and,

WHEREAS, additional procedures and regulations are necessary to monitor and ensure compliance with the Rental Ready Program; and

WHEREAS, in December 2024, the City Council amended the Rental Ready Program to include a provision requiring landlords to obtain a valid business license prior to a tenant initiating utility services; and

WHEREAS, this provision was to go into effect beginning January 1, 2026.

WHEREAS, based on the time needed to complete and test the CityWorks reconfiguration, staff recommends adjusting the effective date to April 1, 2026.

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

SECTION 1. That Section 4.15.004 of the Code of the City of Independence, Missouri is hereby amended as follows:

Sec. 4.15.004. Business license required.

A. No person shall allow to be occupied, offer for rent, rent to another for occupancy or let for occupancy any rental dwelling unless the owner has first obtained a valid business license issued in accordance with Chapter 5 of the City Code.

B. All those who hold a valid business license at the time this ordinance becomes effective shall be deemed to hold a valid business license within the meaning of this article.

C. A business license shall be valid as prescribed in Chapter 5 of the City Code.

D. In order for customers to obtain utility service to a rental dwelling or rental dwelling unit, a valid business license shall be issued by the City of Independence to the landlord for that property address. This provision shall go into effect on ~~**January**~~ **April** 1, 2026.

E. If the business operates as a Limited Liability Company (LLC), said business shall file with the City of Independence a valid LLC registration in accordance with RSMo 347.048.

SECTION 2. That all other parts and provisions of the City Code not in conflict herewith shall remain 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 3rd DAY OF NOV., 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Suzanne Holland
City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-101 **2R** An ordinance amending Independence City Code Section 5.01.002 "Definitions" related to businesses. **2R** **Item passes 6-0 Ord. No. 19747**

Recommendations:

Approval is recommended.

Background:

The City Code currently defines *Business, Trade, Vocation, Profession, Occupation* as follows: "The selling or providing of any goods, wares, merchandise, or services or as a practice in the conduct of such business, trade, vocation, profession or occupation, the making or causing to be made, any wholesale or retail sales of goods, wares, merchandise or services to any person or association of persons, whether such sales are accommodation sales, made from a stock of goods on hand, or by ordering from another source, or by listing, and whether the subject of such sales or services is similar or different than the type, if any, regularly offered or performed by the seller."

This definition is lengthy, highly specific, and does not fully capture the breadth of activities that function as businesses in modern practice. In particular, the current language lacks clarity regarding the status of landlords, lessors, or property managers who derive income or consideration from making property available to others.

Proposed Amendment

Staff recommends updating the definition. The proposed amendment provides:

- **Clarity and Modernization:** The revised language simplifies the definition, ensuring it applies to all forms of business activity, regardless of method or medium.
- **Inclusion of Property Managers/Landlords:** The amendment explicitly recognizes leasing, renting, and subleasing as business activities requiring a license, aligning with the City's regulatory and revenue needs.
- **Consistency with State Law:** The proposed definition includes a safeguard that exemptions granted by Missouri State Statutes will remain in effect, avoiding conflicts with state preemption.
- **Administrative Benefits:** A more concise, comprehensive definition reduces ambiguity, strengthens enforceability, and ensures equal treatment across all business sectors.

Emergency Justification:

Fiscal Impact:
No fiscal impact.

Council Action:

Department / Contact Community Development /

REVIEWERS
Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. Word Ordinance Business Definition Amendment
2. PDF Ordinance Business Definition Amendment
3. Sec. 5.01.002. Definitions.
4. Ord. No.19747

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING INDEPENDENCE CITY CODE SECTION 5.01.002 "DEFINITIONS".

WHEREAS, the City of Independence requires businesses operating within the City to obtain a valid business license; and

WHEREAS, the current definition of "Business, Trade, Vocation, Profession, Occupation" in the City Code has been in place for some time and does not fully address all forms of modern business activities, including the leasing, subleasing, or rental of property although business licenses have been required; and

WHEREAS, updating the definition will provide clarity, strengthen enforceability, and ensure that all business activities are treated consistently and fairly under the City Code; and

WHEREAS, the proposed amendment preserves exemptions granted under Missouri State Statutes, ensuring no conflict with state law; and

WHEREAS, City Council desires to amend the business license section to reduce ambiguity, strengthen enforceability, and ensure equal treatment across all business sectors.

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

SECTION 1. The Code of Ordinances of the City of Independence Section 5.01.002 shall hereby be amended.

"Sec. 5.01.002. Definitions.

A. For the purposes of this chapter:

BUSINESS, TRADE, VOCATION, PROFESSION, OCCUPATION shall mean **~~the selling or providing of any goods, wares, merchandise, or services or as a practice in the conduct of such business, trade, vocation, profession or occupation, the making or causing to be made, any wholesale or retail sales of goods, wares, merchandise or services to any person or association of persons, whether such sales are accommodation sales, made from a stock of goods on hand, or by ordering from another source, or by listing, and whether the subject of such sales or services is similar or different than the type, if any, regularly offered or performed by the seller.~~ any trade, profession, occupation, vocation, enterprise, or activity engaged in, carried on, or conducted for the purpose of providing goods, services, or other value and shall include any person, partnership, corporation, or other legal entity that owns, leases, subleases, or otherwise rents or makes available real property, or any portion thereof, for use by another person or entity, whether for profit or other consideration. For purposes of this Code, all such activities shall be deemed a business and shall require a valid business license issued by the City of Independence, regardless of scale, duration, or**

organizational form, unless specified as exempt from obtaining a business license through Missouri State Statutes.

SECTION 2. That all other parts and provisions of the City Code not in conflict herewith shall remain 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 AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING INDEPENDENCE CITY CODE SECTION 5.01.002 "DEFINITIONS".

WHEREAS, the City of Independence requires businesses operating within the City to obtain a valid business license; and

WHEREAS, the current definition of "Business, Trade, Vocation, Profession, Occupation" in the City Code has been in place for some time and does not fully address all forms of modern business activities, including the leasing, subleasing, or rental of property although business licenses have been required; and

WHEREAS, updating the definition will provide clarity, strengthen enforceability, and ensure that all business activities are treated consistently and fairly under the City Code; and

WHEREAS, the proposed amendment preserves exemptions granted under Missouri State Statutes, ensuring no conflict with state law; and

WHEREAS, City Council desires to amend the business license section to reduce ambiguity, strengthen enforceability, and ensure equal treatment across all business sectors.

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

SECTION 1. The Code of Ordinances of the City of Independence Section 5.01.002 shall hereby be amended.

"Sec. 5.01.002. Definitions.

A. For the purposes of this chapter:

BUSINESS, TRADE, VOCATION, PROFESSION, OCCUPATION shall mean ~~**the selling or providing of any goods, wares, merchandise, or services or as a practice in the conduct of such business, trade, vocation, profession or occupation, the making or causing to be made, any wholesale or retail sales of goods, wares, merchandise or services to any person or association of persons, whether such sales are accommodation sales, made from a stock of goods on hand, or by ordering from another source, or by listing, and whether the subject of such sales or services is similar or different than the type, if any, regularly offered or performed by the seller.**~~ **any trade, profession, occupation, vocation, enterprise, or activity engaged in, carried on, or conducted for the purpose of providing goods, services, or other value and shall include any person, partnership, corporation, or other legal entity that owns, leases, subleases, or otherwise rents or makes available real property, or any portion thereof, for use by another person or entity, whether for profit or other consideration. For purposes of this Code, all such activities shall be deemed a business and shall require a valid business license issued by the City of Independence, regardless of scale, duration, or**

organizational form, unless specified as exempt from obtaining a business license through Missouri State Statutes.

SECTION 2. That all other parts and provisions of the City Code not in conflict herewith shall remain 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 AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

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

ARTICLE 1. ADMINISTRATION OF LICENSES IN GENERAL, AND REQUIREMENTS THEREOF

Sec. 5.01.002. Definitions.

A. For the purposes of this chapter:

BUSINESS, TRADE, VOCATION, PROFESSION, OCCUPATION shall mean ~~**the selling or providing of any goods, wares, merchandise, or services or as a practice in the conduct of such business, trade, vocation, profession or occupation, the making or causing to be made, any wholesale or retail sales of goods, wares, merchandise or services to any person or association of persons, whether such sales are accommodation sales, made from a stock of goods on hand, or by ordering from another source, or by listing, and whether the subject of such sales or services is similar or different than the type, if any, regularly offered or performed by the seller.**~~ **any trade, profession, occupation, vocation, enterprise, or activity engaged in, carried on, or conducted for the purpose of providing goods, services, or other value and shall include any person, partnership, corporation, or other legal entity that owns, leases, subleases, or otherwise rents or makes available real property, or any portion thereof, for use by another person or entity, whether for profit or other consideration. For purposes of this Code, all such activities shall be deemed a business and shall require a valid business license issued by the City of Independence, regardless of scale, duration, or organizational form, unless specified as exempt from obtaining a business license through Missouri State Statutes.**

BILL NO. 25-101

ORDINANCE NO. 19747

AN ORDINANCE AMENDING INDEPENDENCE CITY CODE SECTION 5.01.002 "DEFINITIONS".

WHEREAS, the City of Independence requires businesses operating within the City to obtain a valid business license; and

WHEREAS, the current definition of "Business, Trade, Vocation, Profession, Occupation" in the City Code has been in place for some time and does not fully address all forms of modern business activities, including the leasing, subleasing, or rental of property although business licenses have been required; and

WHEREAS, updating the definition will provide clarity, strengthen enforceability, and ensure that all business activities are treated consistently and fairly under the City Code; and

WHEREAS, the proposed amendment preserves exemptions granted under Missouri State Statutes, ensuring no conflict with state law; and

WHEREAS, City Council desires to amend the business license section to reduce ambiguity, strengthen enforceability, and ensure equal treatment across all business sectors.

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

SECTION 1. The Code of Ordinances of the City of Independence Section 5.01.002 shall hereby be amended.

"Sec. 5.01.002. Definitions.

A. For the purposes of this chapter:

BUSINESS, TRADE, VOCATION, PROFESSION, OCCUPATION shall mean ~~**the selling or providing of any goods, wares, merchandise, or services or as a practice in the conduct of such business, trade, vocation, profession or occupation, the making or causing to be made, any wholesale or retail sales of goods, wares, merchandise or services to any person or association of persons, whether such sales are accommodation sales, made from a stock of goods on hand, or by ordering from another source, or by listing, and whether the subject of such sales or services is similar or different than the type, if any, regularly offered or performed by the seller.**~~ **any trade, profession, occupation, vocation, enterprise, or activity engaged in, carried on, or conducted for the purpose of providing goods, services, or other value and shall include any person, partnership, corporation, or other legal entity that owns, leases, subleases, or otherwise rents or makes available real property, or any portion thereof, for use by another person or entity, whether for profit or other consideration. For purposes of this Code, all such activities shall be deemed a business and shall require a valid business license issued by the City of Independence, regardless of scale, duration, or**

organizational form, unless specified as exempt from obtaining a business license through Missouri State Statutes.

SECTION 2. That all other parts and provisions of the City Code not in conflict herewith shall remain 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 3rd DAY OF NOV., 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Jeanne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-102 **2R** An ordinance authorizing the City Manager to execute a certain grant agreement with the Missouri Highways and Transportation Commission as part of the 23rd Street (M-78) Complete Streets Phase 3 Project (Project No. 112111-3 / Federal Project No. CRP-3379(447). **2R** **Item passes 6-0 Ord. No. 19748**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will authorize the City Manager to enter into a grant agreement with the Missouri Highways and Transportation Commission for the 23rd Street Complete Streets Phase 3 Project (No. 112111-3) to receive funds in the amount of $2,000,000.

This grant agreement is an up to 80% match in federal funds for the project. The City will be responsible for the 20%, or approximately $400,000, to receive full grant reimbursement.

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 Project (No. 112111-3). This 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.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $2,000,000. Expenses for the 23rd St Phase 3 Project (No. 112111-3), included in the FY 25 budget, page number 196, will run through account 112111-C-0517051-5406. The revenue from grant reimbursements on this project will be deposited directly into the Street Sales Tax Fund (011).

Council Action:

Department / Contact	Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. MS.23rd Street Complete Project Phase 3 112111-3 - Funding agreement ordinance
2. MS.23rd Street Complete Project Phase 3 112111-3 - Funding agreement ordinance
3. 23rd St Complete Streets - Speck Rd to Jackson Dr - CRP-3379(447) Grant Agreement
4. 23rd Street Complete Streets - Phase 3 - Project Location MAP
5. Ord. No.19748

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTAIN GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AS PART OF THE 23RD STREET (M-78) COMPLETE STREETS PHASE 3 PROJECT (PROJECT NO. 112111-3 / FEDERAL PROJECT NO. CRP -3379(447).

WHEREAS, the 23rd Street Complete Streets Phase 3 Project (No. 112111-3) has been awarded a Carbon Reduction Program (CRP) grant in the amount of $1,000,000; and

WHEREAS, the 23rd Street Complete Streets Phase 3 Project (No. 112111-3) has been awarded a Transportation Alternatives Program (TAP) grant in the amount of $1,000,000; and

WHEREAS, the City Council of the City of Independence, Missouri, finds it desirous to enter into the Missouri Highways and Transportation Commission CRP Grant Agreement No. CRP-3379(447) to receive these funds.

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

SECTION 1. That the City Manager of the City of Independence, Missouri, is authorized to sign and execute for and on behalf of the City of Independence a certain grant agreement (No. CRP-3379(447)) with the Missouri Highways and Transportation Commission.

SECTION 2. That the City Manager will direct City Staff to appropriate this grant funding, in the amount of $2,000,000, to the 23rd Street Phase 3 Project (No. 112111-3).

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTAIN GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AS PART OF THE 23RD STREET (M-78) COMPLETE STREETS PHASE 3 PROJECT (PROJECT NO. 112111-3 / FEDERAL PROJECT NO. CRP -3379(447).

WHEREAS, the 23rd Street Complete Streets Phase 3 Project (No. 112111-3) has been awarded a Carbon Reduction Program (CRP) grant in the amount of $1,000,000; and

WHEREAS, the 23rd Street Complete Streets Phase 3 Project (No. 112111-3) has been awarded a Transportation Alternatives Program (TAP) grant in the amount of $1,000,000; and

WHEREAS, the City Council of the City of Independence, Missouri, finds it desirous to enter into the Missouri Highways and Transportation Commission CRP Grant Agreement No. CRP-3379(447) to receive these funds.

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

SECTION 1. That the City Manager of the City of Independence, Missouri, is authorized to sign and execute for and on behalf of the City of Independence a certain grant agreement (No. CRP-3379(447)) with the Missouri Highways and Transportation Commission.

SECTION 2. That the City Manager will direct City Staff to appropriate this grant funding, in the amount of $2,000,000, to the 23rd Street Phase 3 Project (No. 112111-3).

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

CCO Form: FS37
Approved: 12/22 (MWH)
Revised: 03/25 (MWH)
Modified:

CFDA Number:	CFDA #20.205
CFDA Title:	Highway Planning and Construction
Award name/number:	CRP – 3379(447)
Award Year:	2026, 2027
Federal Agency:	Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CARBON REDUCTION PROGRAM (CRP) AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Independence (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), Title 23 United States Code (USC) §175 authorizes the funding of projects providing for the reduction of transportation emissions; and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that **23rd Street (M-78) Complete Streets – Phase 3 – Speck Rd to Jackson Drive** is consistent with the goals of the CRP funding; and

WHEREAS, the City has the resources to develop and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 USC §175, funds to be used for activities for carbon reduction. The purpose of this Agreement is to grant the use of such funds to construct new ADA compliant sidewalks, ramps, and pedestrian signal upgrades on both sides of 23rd Street (M-78) between Speck Road and Jackson Drive.

(2) SCOPE OF WORK: City shall provide planning and implementation of an ADA project in the 23rd Street (M-78) between Speck Road and Jackson Drive area as more fully described in the attached Exhibit A which is incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual [and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(6) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(7) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(8) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq*.), as well as any applicable titles of the "Americans with Disabilities Act" (42 USC §12101, *et seq*.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (49 Code of Federal Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the

information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include provisions of paragraph (8) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission of the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(9) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the USDOT and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(10) ASSIGNMENT: The City shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(11) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of

cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(14) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(15) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however, no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(16) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be **80%** (eighty percent) not to exceed **$2,000,000** (two million dollars), of which **$1,000,000** (one million dollars) are **CRP** funds for FFY 2026, and **$1,000,000** (one million) are **TAP** funds for FFY 2027. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(21) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers, and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENTS: If the City expend(s) one million dollars ($1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars ($1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(25) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273

"Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term “the City” is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(26) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(27) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(28) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(29) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Title: _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF INDEPENDENCE

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

Approved as to Form:

By: _____

Title: _____

*If the contracting party is a county with a commission form of government, additional lines need to be inserted to allow all three commissioners to sign the agreement.

Appendix A - Project Budget

Phase	Year of Obligation	Type	Source	Cost *(IN THOUSANDS)*
Engineering	2025	Non-Federal	LOCAL	$549.25
Other	2025	Non-Federal	LOCAL	$50.00
Right-of-Way	2025	Non-Federal	LOCAL	$25.00
Construction	2026	Federal	CRPM-MO	$1,000.00
Construction	2026	Non-Federal	LOCAL	$609.76
Construction	2027	Federal	TA-MO	$1,000.00
Construction	2027	Non-Federal	LOCAL	$609.76

Federal Total: $2,000.00 **Non-Federal Total: $1,843.77** **Total: $3,843.77**

Exhibit A – Scope of Work

This project will construct new ADA compliant sidewalks, ramps, and pedestrian signal upgrades on both sides of 23rd Street (M-78) between Speck Rd and Jackson Dr.

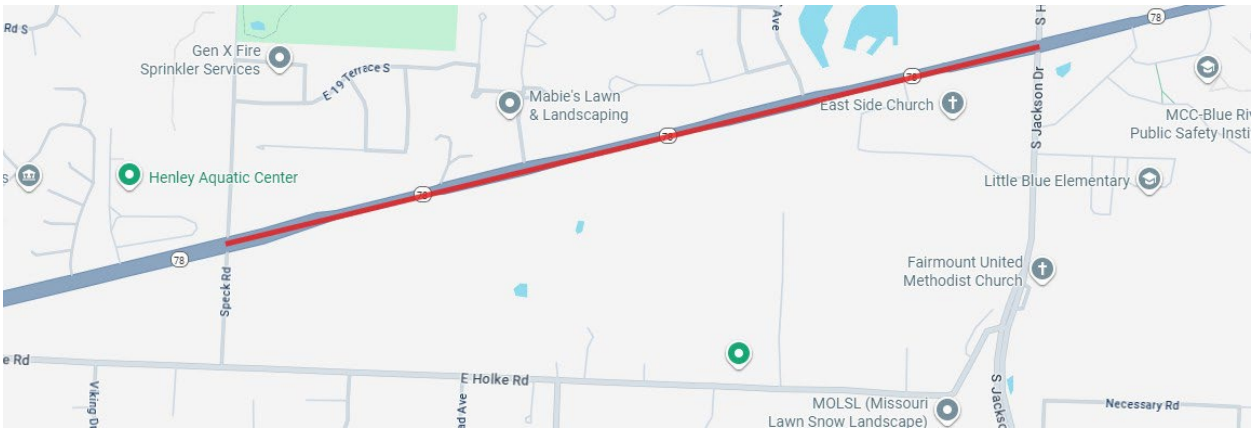


Exhibit B – Project Schedule

Project Description: 23rd Street (M-78) Complete Streets – Phase 3 – Speck Rd to Jackson Drive CRP-3379(447)

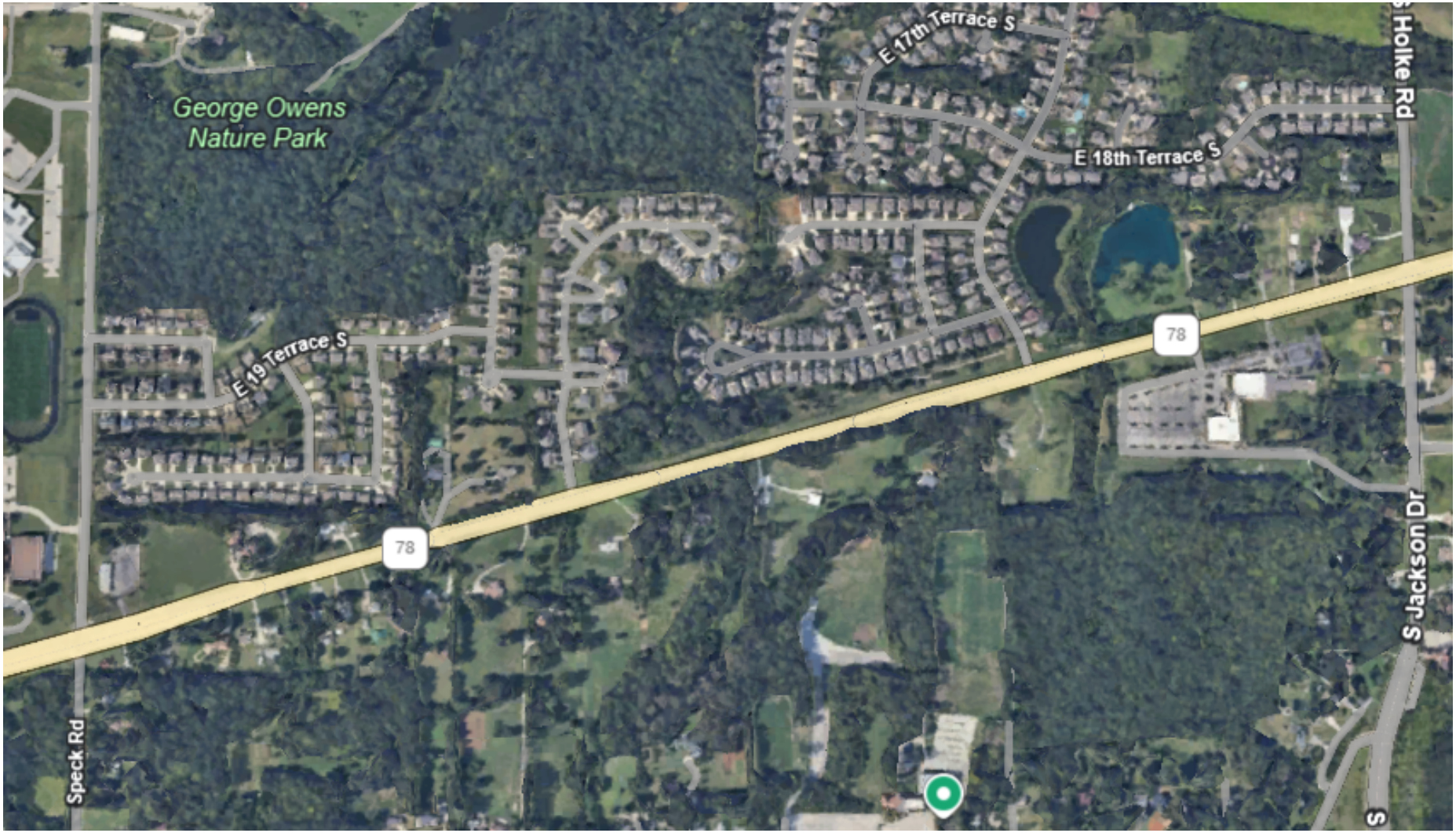
Task	**Date**
Date funding is made available or allocated to recipient	3/24/2025
Solicitation for Professional Engineering Services (advertised)	6/24/2025
Engineering Services Contract Approved	9/24/2025
Conceptual Study (if applicable)	10/24/2025
Preliminary and Right-of-Way Plans Submittal (if Applicable)	3/24/2026
Plans, Specifications & Estimate (PS&E) Submittal	9/24/2026
Plans, Specifications & Estimate (PS&E) Approval	11/24/2026
Advertisement for Letting	12/24/2026
Bid Opening	2/24/2027
Construction Contract Award or Planning Study completed **(REQUIRED)**	3/24/2027

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

Project Location: 23rd Street Complete Streets Phase 3: Speck Rd to Jackson Dr.



BILL NO. 25-102

ORDINANCE NO. 19748

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTAIN GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AS PART OF THE 23RD STREET (M-78) COMPLETE STREETS PHASE 3 PROJECT (PROJECT NO. 112111-3 / FEDERAL PROJECT NO. CRP -3379(447).

WHEREAS, the 23rd Street Complete Streets Phase 3 Project (No. 112111-3) has been awarded a Carbon Reduction Program (CRP) grant in the amount of $1,000,000; and

WHEREAS, the 23rd Street Complete Streets Phase 3 Project (No. 112111-3) has been awarded a Transportation Alternatives Program (TAP) grant in the amount of $1,000,000; and

WHEREAS, the City Council of the City of Independence, Missouri, finds it desirous to enter into the Missouri Highways and Transportation Commission CRP Grant Agreement No. CRP-3379(447) to receive these funds.

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

SECTION 1. That the City Manager of the City of Independence, Missouri, is authorized to sign and execute for and on behalf of the City of Independence a certain grant agreement (No. CRP-3379(447)) with the Missouri Highways and Transportation Commission.

SECTION 2. That the City Manager will direct City Staff to appropriate this grant funding, in the amount of $2,000,000, to the 23rd Street Phase 3 Project (No. 112111-3).

PASSED THIS 3rd DAY OF Nov., 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Suzanne Holland
City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-103 **1R** An Ordinance Amending Ordinance No. 7755 And Ordinance No. 18924 Concerning Membership Criteria for the Independence Square Advisory Board. **1R** **Read**

Recommendations:

Staff recommends that the Council adopt an ordinance decreasing the membership number from nine (9) to seven (7) for the Independence Square Advisory Board.

Background:

On October 3, 1982, the City Council adopted Ordinance No. 7755, establishing the Independence Square Advisory Board. Since its creation, the Council has amended the ordinance on multiple occasions, first with Ordinance No. 10024 on November 9, 1987, which revised the boundary lines for membership participation, and later with Ordinance No. 18924 on August 20, 2018, which repealed Ordinance No. 10024 and simplified the membership criteria.

Over the years, the Advisory Board has faced ongoing challenges in maintaining a full membership of nine (9) individuals. The proposed ordinance addresses this issue by reducing the number of board members from nine (9) to seven (7). As the Board currently has six (6) active members and three (3) vacancies, this change would bring the Board closer to full without requiring the removal of any current members.

Emergency Justification:

Fiscal Impact:

There is no fiscal impact with this ordinance.

Council Action:

Department / Contact City Manager /

REVIEWERS

Melissa Cabrera
Jeremy Cover

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Indep Square Adv. Board Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 7755 AND ORDINANCE NO. 18924 CONCERNING MEMBERSHIP CRITERIA FOR THE INDEPENDENCE SQUARE ADVISORY BOARD.

WHEREAS, the City Council passed Ordinance No. 7755 on October 3, 1982, creating the Independence Square Advisory Board, passed Ordinance No. 10024 on November 9, 1987, amending the boundary lines for membership participation; and passed Ordinance No. 18924 on August 20, 2018, repealing Ordinance No. 10024 and simplifying membership criteria for the Independence Square Advisory Board; and,

WHEREAS, the City Council wishes to amend the membership criteria to decrease the number of Board members for the Independence Square Advisory Board;

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

SECTION 1. That Section 4 of Ordinance No. 18924 is hereby amended to read as follows:

SECTION 4. There is hereby created an Advisory Board to be called the "Independence Square Advisory Board," consisting of ~~**nine**~~ **seven** members appointed by the City Council upon the recommendation of the members of the district as more fully set forth below.

A. There shall be ~~**nine**~~ **seven** owners of taxable real property or owners of businesses within the business district. Each term shall be for a period of three years.

B. The Advisory Board shall elect officers, adopt by-laws and meet on a regular basis for the purposes of establishing marketing techniques for use in the promotion of business in the District and make recommendations and advise the City Council on matters pertaining to the District and perform such other functions as the City Council deems necessary.

C. Any member appointed to serve on the Independence Square Advisory Board shall not be precluded from serving on any other board or commission of the City of Independence.

SECTION 2. That all other parts and provisions of Ordinance No. 7755, Ordinance No. 18924, and the City Code shall remain in full force and effect unless previously or subsequently amended or repealed.

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

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-104 **1R** An ordinance authorizing the acceptance of a grant for $1,993.00 from the Eileen Normile Weir Community Impact Grant for the Parks and Recreation Department. **1R** **Read**

Recommendations:

Council approval is recommended.

Background:

For the second year in a row, the Eileen Normile Weir Community Impact Grant was awarded to the Parks and Recreation Department. This grant, established by former Mayor Eileen Weir in 2024, is only open to City of Independence Departments. This year's grant will help fund replacement of the current dog water fountain at Santa Fe Park with a new dual-purpose drinking fountain which will have a water bottle filling station with pet fountain.

Emergency Justification:

Fiscal Impact:

The Fiscal Impact to the City totals $1,993.00. Revenue and Expense budget to be appropriated to the Parks and Recreation Department's Grant Fund in the FY2025-26 budget to account 015-3435-DOG for $1,993.00 and account 0156050-5313-DOG for $1,993.00.

Council Action:

Department / Contact Parks, Recreation and Tourism /

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance Eileen Normile Weir Community Impact Grant FY 2025-26

2. Ordinance Eileen Normile Weir Community Impact Grant FY 2025-26
3. Santa Fe Dog Park - Weir Grant Award

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A MONETARY DONATION TO THE CITY OF INDEPENDENCE PARKS AND RECREATION DEPARTMENT TO REPLACE THE DOG WATER FOUNTAIN AT SANTA FE DOG PARK, AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

WHEREAS, Santa Fe Dog Park, at 2900 S Santa Fe Rd, has a dog water fountain in poor condition due to weather, graffiti, and vandalism; and,

WHEREAS, the replacement of the water fountain will help promote use of the dog park and socialization at Santa Fe 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 $1,993.00 from grants and donations and increased appropriations in the amount of $1,9930.00 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.

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

_____
Interim City Manager

_____
Director of Finance and Administration
City of Independence, Missouri

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A MONETARY DONATION TO THE CITY OF INDEPENDENCE PARKS AND RECREATION DEPARTMENT TO REPLACE THE DOG WATER FOUNTAIN AT SANTA FE DOG PARK, AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

WHEREAS, Santa Fe Dog Park, at 2900 S Santa Fe Rd, has a dog water fountain in poor condition due to weather, graffiti, and vandalism; and,

WHEREAS, the replacement of the water fountain will help promote use of the dog park and socialization at Santa Fe 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 $1,993.00 from grants and donations and increased appropriations in the amount of $1,9930.00 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.

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

_____
Interim City Manager

_____
Director of Finance and Administration
City of Independence, Missouri

Jennifer Kim

From: Diana Castillo <castillo@thcf.org>
Sent: Friday, September 26, 2025 9:47 AM
To: Jennifer Kim
Cc: Melissa Cabrera
Subject: Weir Grant - dog park

Importance: High

EXTERNAL EMAIL - CAUTION: This email originates from an EXTERNAL source. Do not reply, click links, scan QR codes, or open attachments unless you trust the source and know the content is safe. Report suspicious messages using the Phish Alert Button (PAB) or forward to phish-report@indepmo.org. Direct any questions or concerns to the Tech Services HelpDesk

Some people who received this message don't often get email from castillo@thcf.org. Learn why this is important

Congratulations! I am pleased to inform you that your Parks and Recreation Santa Fe Dog Park Combination Drinking Fountain request for funding from the **Eileen Normile Weir Community Impact Endowment Fund** has been approved by Truman Heartland Community Foundation's Weir Grant Committee to receive $1993. The check will be put in the mail today. Thank you for improving the Independence, MO park system. - Diana

Diana Castillo (she/her)

Vice President of Community Impact
Join Fan Club 2025

Truman Heartland COMMUNITY FOUNDATION
Private Giving–Public Good

4200 Little Blue Parkway, Suite 340
Independence, MO 64057
Direct: (816) 912-4184
General: (816) 836-8189
castillo@THCF.org
www.THCF.org

Truman Heartland Community Foundation has met the most rigorous standards in philanthropy. The National Standards Seal and the Candid Platinum designation affirms our commitment to financial security, transparency and accountability.

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-105 **1R** An ordinance finding determining and declaring the necessity of acquiring utility easements for the Crackerneck Creek Bank Stabilization Project (Project No. 302202); 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** **Read**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will allow City Staff to proceed with easement acquisitions for the Crackerneck Creek Stabilization Project (No. 302202). This project will repair slopes along the Crackerneck Creek and its tributaries in order to prevent damage to sanitary sewer infrastructure and citizen property. There are 5 locations along the creek that have been identified as dangerous and have been recommended for bank stabilization.

This is a budgeted capital project.

Emergency Justification:

Fiscal Impact:

The potential fiscal impact to the City is approximately $70,000. Funding for the Crackerneck Creek Stabilization Project (No. 302202) is included in the FY 23 adopted budget, on page 176, in account number 302202-C-0317031-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. MS.Crackerneck Creek Bank Stabilization Easement Ordinance - Project No. 302202
2. Crackerneck Creek Stabilization Project Location

BILL NO._____

ORDINANCE NO._____

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING UTILITY EASEMENTS FOR THE CRACKERNECK CREEK BANK STABILILZATION PROJECT (PROJECT NO. 302202); 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 utility easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the Crackerneck Creek Bank Stabilization Project (No. 302202), 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 Crackerneck Creek Bank Stabilization Project (No. 302202) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings utility easements, 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

City of Independence Utility Easement:
A parcel of land over a part of Lot 1, Stone Oak, Lots 1 and 2, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described by Patrick E. Ward, Missouri PS-2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows: COMMENCING at the Northwest corner of said Lot 1; thence South

42 degrees 43 minutes 09 seconds East, on the Southwesterly line of said Lot 1, a distance of 111.66 feet, to a point; thence North 46 degrees 06 minutes 23 seconds East, departing said Southwesterly line, a distance of 7.50 feet, to a point on the Northeasterly line of an existing utility easement, 7.50 feet in width, as shown on the recorded plat of said Stone Oak, Lots 1 and 2, said point also being the POINT OF BEGINNING; thence continuing North 46 degrees 06 minutes 23 seconds East, departing said Northeasterly line, a distance of 60.27 feet, to a point; thence South 43 degrees 53 minutes 37 seconds East, a distance of 92.27 feet, to a point; thence North 24 degrees 34 minutes 56 seconds East, a distance of 50.77 feet, to a point on the Westerly line of an existing utility easement, 15.00 feet in width, as recorded in Doc. No. 2008E0070521; thence South 14 degrees 01 minutes 04 seconds East, on said Westerly line, a distance of 24.04 feet, to a point; thence South 24 degrees 34 minutes 56 seconds West, departing said Westerly line, a distance of 37.90 feet, to a point; thence South 43 degrees 53 minutes 37 seconds East, a distance of 63.91 feet, to a point; thence South 46 degrees 06 minutes 23 seconds West, a distance of 63.80 feet, to a point on the Northeasterly line of said existing utility easement, 7.50 feet in width, as shown on the recorded plat of said Stone Oak, Lots 1 and 2; thence North 42 degrees 43 minutes 09 seconds West, on said Northeasterly line, a distance of 172.34 feet, to the POINT OF BEGINNING, containing 11,354 square feet or 0.2607 acres, more or less.

Tract 2:

City of Independence Utility Easement:
All that part of an unplatted tract of land in the Southeast Quarter of Section 18, Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, being more particularly described by Patrick E. Ward, Missouri PS-2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows: COMMENCING at the Northwest corner of Lot 1, Stone Oak, Lots 1 and 2, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, said point being on the North line of the Southeast Quarter of said Section 18; thence South 42 degrees 43 minutes 09 seconds East, on the Southwesterly line of said Lot 1, a distance of 111.66 feet, to the POINT OF BEGINNING; thence continuing South 42 degrees 43 minutes 09 seconds East, on said Southwesterly line, a distance of 172.34 feet, to a point; thence South 46 degrees 06 minutes 23 seconds West, departing said Southwesterly line, a distance of 20.00 feet, to a point; thence North 80 degrees 57 minutes 13 seconds West, a distance of 90.61 feet, to a point; thence North 43 degrees 53 minutes 37 seconds West, a distance of 100.00 feet, to a point; thence North 46 degrees 06 minutes 23 seconds East, a distance of 78.14 feet, to the POINT OF BEGINNING, containing 11,185 square feet or 0.2568 acres, more or less.

Tract 3:

City of Independence Utility Easement:
A parcel of land over a part of Lot 76, Valley Brooke 4th Plat, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described by Patrick E. Ward, Missouri PS-2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows:BEGINNING at the Southwest corner of said Lot 76; thence North 02 degrees 15 minutes 40 seconds East, on the West line of said Lot 76, a distance of 19.40 feet, to a point on the Southerly line of an existing sanitary sewer easement, 15.00 feet in width, as

recorded in Doc. No. 870582 in Book 1786 at Page 106; thence South 80 degrees 00 minutes 27 seconds East, departing said West ine and on said Southerly line, a distance of 60.55 feet, to a point on the East line of said Lot 76; thence South 02 degrees 15 minutes 40 seconds West, departing said Southerly line and on said East line, a distance of 17.84 feet, to a point on the Southerly line of said Lot 76; thence North 81 degrees 28 minutes 27 seconds West, on said Southerly line, a distance of 60.36 feet, to the POINT OF BEGINNING, containing 1,117 square feet or 0.0256 acres, more or less.

Tract 4:

City of Independence Utility Easement:
A parcel of land over a part of Lot 77A, Valley Brooke Lots 77A and 33A, a minor subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described by Patrick E. Ward, Missouri PS-2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows:BEGINNING at the Southwest corner of said Lot 77A; thence North 02 degrees 15 minutes 40 seconds East, on the West line of said Lot 77A, a distance of 17.84 feet, to a point on the Southerly line of an existing sanitary sewer easement, 15.00 feet in width, as recorded in Doc. No. 870582 in Book 1786 at Page 106; thence South 80 degrees 00 minutes 27 seconds East, departing said West line and on said Southerly line, a distance of 91.71 feet, to a point on the West line of an existing sewer easement, 10.00 feet in width, as shown on the plat Valley Brooke Lots 77A and 33A; thence South 07 degrees 10 minutes 27 seconds West, departing said Southerly line and on said West line, a distance of 15.39 feet, to a point on the Southerly line of said Lot 77A; thence North 81 degrees 28 minutes 27 seconds West, departing said West line and on said Southerly line, a distance of 90.10 feet, to the POINT OF BEGINNING, containing 1,504 square feet or 0.0345 acres, more or less.

City of Independence Utility Easement No. 2:

A parcel of land over a part of Lot 77A, Valley Brooke Lots 77A and 33A, a minor subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described by Patrick E. Ward, Missouri PS-2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows: COMMENCING at the Southeast corner of said Lot 77A; thence North 07 degrees 11 minutes 41 seconds East, on the East line of said Lot 77A, a distance of 30.15 feet, to a point on the Northerly line of an existing sanitary sewer easement, 15.00 feet in width, as recorded in Doc. No. 870582 in Book 1786 at Page 106; thence North 80 degrees 00 minutes 27 seconds West, departing said East line and on said Northerly line, a distance of 10.01 feet, to a point being the intersection of the Northerly line of said sanitary sewer easement and the West line of an existing utility easement, 10.00 feet in width, as shown on the plat of said Valley Brooke Lots 77A and 33A a minor subdivision, said point also being the POINT OF BEGINNING;thence continuing North 80 degrees 00 minutes 27 seconds West, departing said West line and on said Northerly line, a distance of 50.16 feet, to a point; thence North 07 degrees 25 minutes 48 seconds East, departing said Northerly line, a distance of 30.59 feet, to a point; thence South 84 degrees 40 minutes 52 seconds East, a distance of 49.99 feet, to a point on the West line of said existing utility easement as shown on the plat of said Valley Brooke Lots 77A and 33A; thence South 07 degrees 10 minutes 27 seconds West, on said West line, a distance of

34.68 feet, to the POINT OF BEGINNING, containing 1,633 square feet or 0.0375 acres, more or less.

Tract 5:

City of Independence Utility Easement:
A parcel of land over a part of Lot 75, Valley Brooke 4th Plat, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described by Patrick E. Ward, Missouri PS-2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows: BEGINNING at the Southwest corner of Lot 76 of said Valley Brooke 4th Plat, said point also being on the North line of said Lot 75; thence South 81 degrees 28 minutes 27 seconds East, on the North line of said Lot 75 and the South line of said Lot 76 and on the South line of Lot 77A, Valley Brooke Lots 77A and 33A, a subdivision of land in the City of Independence, according to the recorded plat thereof, a distance of 150.46 feet, to a point being the intersection with the West line of an existing utility easement, 10.00 feet in width, as shown on the plat of said Valley Brooke 4th Plat; thence South 07 degrees 10 minutes 27 seconds West, on said West line, a distance of 134.23 feet, to a point on the Northwesterly line of said existing utility easement, 10.00 feet in width, as shown on the plat of said Valley Brooke 4th Plat; thence South 52 degrees 41 minutes 46 seconds West, departing said West line and on said Northwesterly line, a distance of 53.97 feet, to a point on the West line of said existing utility easement, 10.00 feet in width, as shown on the plat of said Valley Brooke 4th Plat; thence South 07 degrees 10 minutes 29 seconds West, departing said Northwesterly line and on said West line, a distance of 4.50 feet, to a point on the Southerly line of a certain tract of land conveyed by Warranty Deed in Doc. No. 2018E0048044; thence North 84 degrees 35 minutes 32 seconds West, departing said West line and on said Southerly line, a distance of 125.00 feet to a point; thence North 11 degrees 13 minutes 33 seconds East, departing said Southerly line, a distance of 184.41 feet, to the POINT OF BEGINNING, containing 27,310 square feet or 0.6270 acres, more or less.

Tract 6:

City of Independence Utility Easement:
A parcel of land over a part of Lot 75, Valley Brooke 4th Plat, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described by Patrick E. Ward, Missouri PS-2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows: COMMENCING at the Southeast corner of said Lot 75; thence North 07 degrees 10 minutes 27 seconds East, on the East line of said Lot 75, a distance of 369.79 feet, to a point being the intersection of said Lot 75 and the North line of a certain tract of land conveyed by Quit Claim Deed recorded in Doc. No. 2010E0092031; thence North 84 degrees 35 minutes 32 seconds West, departing said East line and on the North line of said certain tract of land conveyed by Quit Claim Deed recorded in Doc. No. 2010E0092031, a distance of 10.00 feet, to a point being on the West line of an existing utility easement, 10.00 feet in width, as shown on the plat of said Valley Brooke 4th Plat, said point also being the POINT OF BEGINNING thence South 07 degrees 10 minutes 27 seconds West, departing said North line and on said West line, a distance of 65.26 feet, to a point; thence North 82 degrees 49 minutes 33 seconds West, departing said West line, a distance of 49.97 feet, to a point; thence North 07

degrees 10 minutes 27 seconds East, a distance of 63.72 feet, to a point on the North line of said certain tract of land conveyed by Quit Claim Deed recorded in Doc. No. 2010E0092031; thence South 84 degrees 35 minutes 32 seconds East, on said North line, a distance of 50.00 feet, to the POINT OF BEGINNING, containing 3,223 square feet or 0.0740 acres, more or less.

Tract 7:

City of Independence Utility Easement:
All that part of an unplatted tract of land in the Southeast Quarter of Section 18, Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, being more particularly described by Patrick E. Ward, Missouri PS-2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows: COMMENCING at the Southeast corner of Lot 75, Valley Brooke 4th Plat, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, said point also being the Southwest corner of a certain tract of land conveyed by Quit Claim Deed recorded in Doc. No.2010E0092031; thence North 07 degrees 10 minutes 27 seconds East, on the East line of said Lot 75 and the West line of said certain tract of land conveyed by Quit Claim Deed recorded in Doc. No. 2010E0092031, a distance of 304.23 feet, to the POINT OF BEGINNING; thence continuing North 07 degrees 10 minutes 27 seconds East, on said East and West lines, a distance of 65.57 feet, to a point; thence North 52 degrees 41 minutes 46 seconds East, on the Southeasterly line of said Lot 75 and the Northwesterly line of said certain tract of land conveyed by Quit Claim Deed recorded in Doc. No. 2010E0092031, a distance of 53.97 feet, to a point being the Northeasterly corner of said certain tract of land conveyed by Quit Claim Deed recorded in Doc. No. 2010E0092031, said point also being on the West line of Lot 30, Valley Brooke 1st Plat - Lots 1-33 and Resurvey of Hidden Valley Acres Lots 23 and 24, according to the recorded plat thereof; thence South 07 degrees 10 minutes 27 seconds West, departing said Northwesterly line and on the East line of said certain tract of land conveyed by Quit Claim Deed recorded in Doc. No. 2010E0092031 and on said West line and on the West line of Lot 29 of said Valley Brooke 1st Plat - Lots 1-33 and Resurvey of Hidden Valley Acres Lots 23 and 24, a distance of 103.38 feet, to a point; thence North 82 degrees 49 minutes 33 seconds West, departing said East and West lines, a distance of 38.51 feet, to the POINT OF BEGINNING, containing 3,253 square feet or 0.0747 acres, more or less.

Tract 8:

City of Independence Utility Easement:
A parcel of land over a part of Lot 32, Valley Brooke 1st Plat - Lots 1-33 and Resurvey of Hidden Valley Acres Lots 23 and 24, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described by Patrick E. Ward, Missouri PS- 2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows: COMMENCING at the Southwest corner of said Lot 32; thence South 84 degrees 39 minutes 55 seconds East, on the South line of said Lot 32, a distance of 7.50 feet, to a point on the East line of an existing utility easement, 7.50 feet in width, as shown on the plat of said Valley Brooke 1st Plat - Lots 1-33 and Resurvey of Hidden Valley Acres Lots 23 and 24, said point also being the POINT OF BEGINNING; thence North 07 degrees 10 minutes 27 seconds East, on said East line, a distance of 16.49 feet, to a point being the intersection of said East line and the South line of an existing sanitary sewer easement, 15.00 feet in width, as recorded in Doc. No. 870582 in

Book 1786 at Page 106; thence South 89 degrees 01 minutes 22 seconds East, departing said East line and on said South line, a distance of 30.30 feet, to a point being the intersection of said South line and the West line of said existing sanitary sewer easement, 15.00 feet in width, as recorded in Doc. No. 870582 in Book 1786 at Page 106; thence South 04 degrees 29 minutes 45 seconds West, departing said South line and on said West line, a distance of 18.79 feet, to a point being the intersection of said West line and the South line of said Lot 32; thence North 84 degrees 39 minutes 55 seconds West, departing said West line and on said South line, a distance of 31.02 feet, to the POINT OF BEGINNING, containing 540 square feet or 0.0124 acres, more or less.

Tract 9:

City of Independence Utility Easement:
A parcel of land over a part of Lot 31, Valley Brooke 1st Plat - Lots 1-33 and Resurvey of Hidden Valley Acres Lots 23 and 24, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described by Patrick E. Ward, Missouri PS- 2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows: COMMENCING at the Northwest corner of said Lot 31; thence South 84 degrees 39 minutes 55 seconds East, on the North line of said Lot 31, a distance of 7.50 feet, to a point on the East line of an existing utility easement, 7.50 feet in width, as shown on the plat of said Valley Brooke 1st Plat - Lots 1-33 and Resurvey of Hidden Valley Acres Lots 23 and 24, said point also being the POINT OF BEGINNING; thence continuing South 84 degrees 39 minutes 55 seconds East, departing said East line and on the North line of said Lot 31, a distance of 31.02 feet, to a point on the West line of an existing sanitary sewer easement, 15.00 feet in width, as recorded in Doc. No. 870582 in Book 1786 at Page 106; thence South 04 degrees 29 minutes 45 seconds West, departing said North line and on said West line, a distance of 67.07 feet, to a point being the intersection of said West line and the South line of said Lot 31; thence North 85 degrees 10 minutes 09 seconds West, departing said West line and on said South line, a distance of 34.16 feet, to a point on the East line of said existing utility easement, 7.50 feet in width, as shown on the plat of said Valley Brooke 1st Plat - Lots 1-33 and Resurvey of Hidden Valley Acres Lots 23 and 24; thence North 07 degrees 10 minutes 27 seconds East, departing said South line and on said East line, a distance of 67.39 feet, to the POINT OF BEGINNING, containing 2,190 square feet or 0.0503 acres, more or less.

Tract 10:

City of Independence Utility Easement:
A parcel of land over a part of Lot 30, Valley Brooke 1st Plat - Lots 1-33 and Resurvey of Hidden Valley Acres Lots 23 and 24, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described by Patrick E. Ward, Missouri PS- 2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows: COMMENCING at the Southwest corner of said Lot 30;

thence North 82 degrees 06 minutes 15 seconds East, on the South line of said Lot 30, a distance of 7.77 feet, to a point on the East line of an existing utility easement, 7.50 feet in width, as shown on the plat of said Valley Brooke 1st Plat - Lots 1-33 and Resurvey of Hidden Valley

Acres Lots 23 and 24, said point also being the POINT OF BEGINNING; thence North 07 degrees 10 minutes 27 seconds East, departing said South line and on said East line, a distance of 90.53 feet, to a point on the North line of said Lot 30; thence South 85 degrees 10 minutes 09 seconds East, departing said East line and on said North line, a distance of 34.16 feet, to a point on the West line of an existing sanitary sewer easement, 15.00 feet in width, as recorded in Doc. No. 870582 in Book 1786 at Page 106; thence South 04 degrees 29 minutes 45 seconds West, departing said North line and on said West line, a distance of 81.80 feet, to a point being the intersection of said West line and the South line of said Lot 30; thence South 82 degrees 06 minutes 15 seconds West, departing said West line and on said South line, a distance of 39.31 feet, to the POINT OF BEGINNING, containing 3,116 square feet or 0.0715 acres, more or less.

Tract 11:

City of Independence Utility Easement:
A parcel of land over a part of Lot 29, Valley Brooke 1st Plat - Lots 1-33 and Resurvey of Hidden Valley Acres Lots 23 and 24, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described by Patrick E. Ward, Missouri PS- 2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows: COMMENCING at the Northwest corner of said Lot 29; thence North 82 degrees 06 minutes 15 seconds East, on the North line of said Lot 29, a distance of 7.77 feet, to a point on the East line of an existing utility easement, 7.50 feet in width, as shown on the plat of said Valley Brooke 1st Plat - Lots 1-33 and Resurvey of Hidden Valley Acres Lots 23 and 24, said point also being the POINT OF BEGINNING; thence continuing North 82 degrees 06 minutes 15 seconds East, departing said East line and on the North line of said Lot 29, a distance of 39.31 feet, to a point on the West line of an existing sanitary sewer easement, 15.00 feet in width, as recorded in Doc. No. 870582 in Book 1786 at Page 106; thence South 04 degrees 29 minutes 45 seconds West, departing said North line and on said West line, a distance of 66.66 feet, to a point;
thence North 85 degrees 16 minutes 56 seconds West, departing said West line, a distance of 41.11 feet, to a point on the East line of said existing utility easement, 7.50 feet in width, as shown on the plat of said Valley Brooke 1st Plat - Lots 1-33 and Resurvey of Hidden Valley Acres Lots 23 and 24; thence North 07 degrees 10 minutes 27 seconds East, on said East line, a distance of 58.13 feet, to the POINT OF BEGINNING, containing 2,474 square feet or 0.0568 acres, more or less.

Tract 12:

City of Independence Utility Easement:
A parcel of land over a part of Tract C, Sherwood Estates 4th Plat, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described by Patrick E. Ward, Missouri PS-2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows: COMMENCING at the most Southerly corner of Lot 22, Sherwood Estates, 1st Plat, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, said point being the Northwesterly corner of a certain tract of land conveyed by Court Administrator's Deed recorded in Doc. No. 2006I0000411; thence North 52 degrees 43 minutes 10 seconds West, on the Southwesterly line of said Lot 22 certain tract of land conveyed by Court Administrator's Deed recorded in Doc. No. 2006I0000411, a distance of

25.38 feet, to a point; thence South 37 degrees 16 minutes 50 seconds West, departing said Southwesterly line and perpendicular to said Southwesterly line, a distance of 48.04 feet, to a point on the Southwesterly line of an existing sanitary sewer easement, 15.00 feet in width, as recorded in Book 402 at Page 286, said point also being the POINT OF BEGINNING; thence South 38 degrees 11 minutes 53 seconds East, on said Southwesterly line, a distance of 63.18 feet, to a point on the Southerly line of said existing sanitary sewer easement, 15.00 feet in width, as recorded in Book 402 at Page 286; thence South 69 degrees 34 minutes 21 seconds East, on said Southerly line, a distance of 73.11 feet, to a point; thence South 23 degrees 18 minutes 57 seconds West, departing said Southerly line, a distance of 59.81 feet, to a point; thence North 57 degrees 41 minutes 20 seconds West, a distance of 163.46 feet, to a point; thence North 51 degrees 46 minutes 38 seconds East, a distance of 69.05 feet, to the POINT OF BEGINNING, containing 7,963 square feet or 0.1828 acres, more or less.

Tract 13:

City of Independence Utility Easement No. 1:
All that part of an unplatted tract of land in the Southwest Quarter of Section 17, Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, being more particularly described by Patrick E. Ward, Missouri PS-2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows: COMMENCING at the most Westerly corner of Lot 24 Sherwood Estates, 1st Plat, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, said point being on the Northeasterly line of a certain tract of land conveyed by Court Administrator's Deed recorded in Doc. No. 2006I0000411; thence South 52 degrees 43 minutes 10 seconds East, on the Northeasterly line of said certain tract of land conveyed by Court Administrator's Deed recorded in Doc. No. 2006I0000411 and the Southwesterly line of said Lot 24, a distance of 25.22 feet, to a point; thence South 37 degrees 16 minutes 50 seconds West, departing said Northeasterly and Southwesterly lines and along a line perpendicular to said Northeasterly and Southwesterly lines, a distance of 27.93 feet, to a point being on the Northerly line of an existing sanitary sewer easement, 15.00 feet in width, as recorded in Book 402 at Page 286, said point also being the POINT OF BEGINNING; thence North 69 degrees 34 minutes 21 seconds West, on said Northerly line, a distance of 70.28 feet, to a point on the Northeasterly line of said existing sanitary sewer easement, 15.00 feet in width, as recorded in Book 402 at Page 286; thence North 38 degrees 11 minutes 53 seconds West, on said Northeasterly line, a distance of 58.79 feet, to a point; thence South 55 degrees 19 minutes 03 seconds East, departing said Northeasterly line, a distance of 124.31 feet, to the POINT OF BEGINNING, containing 1,076 square feet or 0.0247 acres, more or less.

City of Independence Utility Easement No. 2:

All that part of an unplatted tract of land in the Southwest Quarter of Section 17, Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, being more particularly described by Patrick E. Ward, Missouri PS-2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows: COMMENCING at the most Westerly corner of Lot 24, Sherwood Estates, 1st Plat, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, said point being on the Northeasterly line of a certain tract of land conveyed by Court Administrator's Deed recorded in Doc. No. 2006I0000411; thence South 52

degrees 43 minutes 10 seconds East, on the Northeasterly line of said certain tract of land conveyed by Court Administrator's Deed recorded in Doc. No. 2006I0000411 and the Southwesterly line of said Lot 24, a distance of 67.50 feet, to the POINT OF BEGINNING; thence continuing South 52 degrees 43 minutes 10 seconds East, on said Southwesterly line and the Southwesterly line of Tract B, Sherwood Estates, 2nd Plat, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, a distance of 25.00 feet, to a point; thence South 37 degrees 12 minutes 34 seconds West, departing said Southwesterly line, a distance of 7.55 feet, to a point being on the Northerly line of an existing sanitary sewer easement, 15.00 feet in width, as recorded in Book 402 at Page 286; thence North 69 degrees 34 minutes 21 seconds West, on said Northerly line, a distance of 26.13 feet, to a point; thence North 37 degrees 15 minutes 32 seconds East, departing said Northerly line, a distance of 15.12 feet, to the POINT OF BEGINNING, containing 283 square feet or 0.0065 acres, more or less.

Tract 14:

City of Independence Utility Easement:
All of the Northwesterly 15.00 feet of Tract B, Sherwood Estates, 2nd Plat, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described by Patrick E. Ward, Missouri PS-2005000071 of Olsson, Inc., LC-366, on April 25, 2025, containing 1,050 square feet or 0.0241 acres, more or less.

Tract 15:

City of Independence Utility Easement No. 1:
A parcel of land over a part of Tract A, Meadow Hills 4th Plat, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described by Patrick E. Ward, Missouri PS-2005000071 of Olsson, Inc., LC-366, on April 25, 2025, as follows: COMMENCING at the Southwest corner of said Tract A, said point being on the East right-of-way line of Jackson Drive, as now established; thence North 02 degrees 27 minutes 02 seconds East, on said East right-of- way line and the West line of said Tract A, a distance of 285.99 feet, to the POINT OF BEGINNING; thence continuing North 02 degrees 27 minutes 02 seconds East, on said East right-of-way line and said West line, a distance of 60.00 feet, to a point; thence South 87 degrees 32 minutes 58 seconds East, departing said East right-of-way line and said West line and being perpendicular to said East right-of-way line and said West line, a distance of 15.00 feet, to a point being on the West line of an existing utility easement, 7.50 feet in width, as shown on the plat of said Meadow Hills 4th Plat; thence South 02 degrees 27 minutes 02 seconds West, on said West line, a distance of 60.00 feet, to a point; thence North 87 degrees 32 minutes 58 seconds West, departing said West line, a distance of 15.00, to the POINT OF BEGINNING, containing 900 square feet or 0.0207 acres, more or less.

City of Independence Utility Easement No. 2:
A parcel of land over a part of Tract A, Meadow Hills 4th Plat, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described by Patrick E. Ward, Missouri PS-2005000071 of Olsson, Inc., LC-366, on

April 25, 2025, as follows: COMMENCING at the Southwest corner of said Tract A, said point being on the East right-of-way line of Jackson Drive, as now established; thence South 87 degrees 32 minutes 40 seconds East, departing said East right-of-way line and on the South line of said Tract A, a distance of 22.50 feet, to a point being on the Southerly prolongation of the East line of an existing utility easement, 7.50 feet in width, as shown on the plat of said Meadow Hills 4th Plat; thence North 02 degrees 27 minutes 02 seconds East, on said Southerly prolongation and on said East line, a distance of 285.99 feet, to the POINT OF BEGINNING; thence continuing North 02 degrees 27 minutes 02 seconds East, on said East line, a distance of 94.24 feet, to a point on the South line of an existing storm drainage easement and utility easement as shown on the plat of said Meadow Hills 4th Plat; thence South 87 degrees 32 minutes 58 seconds East, departing said East line and on said South line, a distance of 100.00 feet, to a point; thence South 02 degrees 27 minutes 02 seconds West, departing said South line, a distance of 94.24 feet, to a point; thence North 87 degrees 32 minutes 58 seconds West, a distance of 100.00 feet, to the POINT OF BEGINNING, containing 9,424 square feet or 0.2163 acres, more or less.

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 utility easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such utility easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such utility 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 utility easements and, all in accordance with established acquisition procedure and approved appraisals.

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

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

ATTEST:

_____
City Clerk

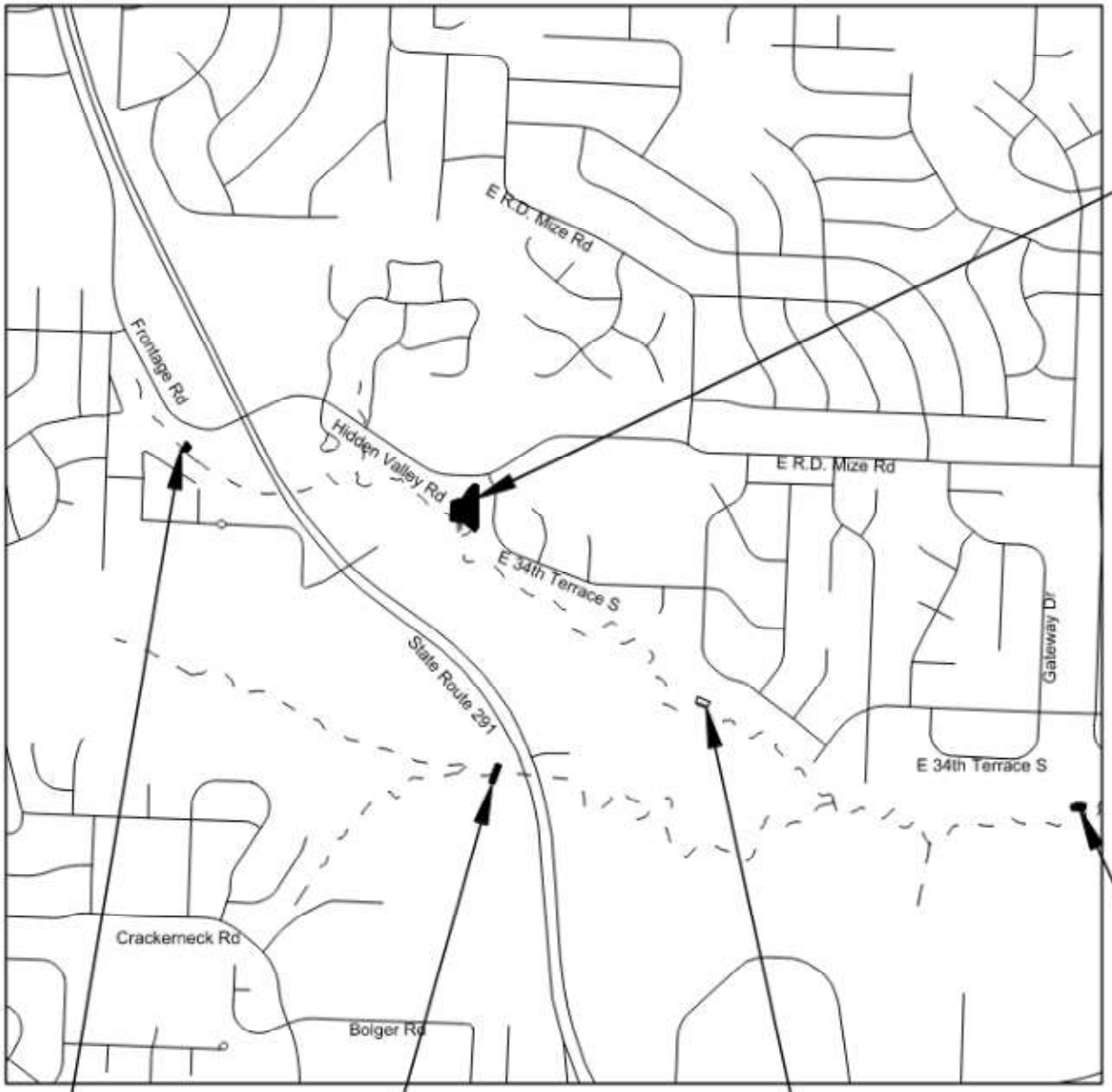
APPROVED – FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

City Project Number – 302202



TRIBUTARY 2
(T2–2)

CRACKERNECK CREEK
(CC–3)

TRIBUTARY 2
(T2–3)

TRIBUTARY 2
(T2–1)

CRACKERNECK CREEK
(CC–4)

LUCTION EASEMENT
GE EASEMENT
NK FENCE
IVACY FENCE
S

LOCATION MAP

NOT TO SCALE

PREPARED

OLSSON

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
25-106 **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** **Read**

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. Approval of this item allows proper codification of these approved changes into City Code.

Emergency Justification:

Fiscal Impact:
There is no fiscal impact.

Council Action:

Department / Contact Finance and Administration /

REVIEWERS
Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. Ordinance - Chapter 8 and 20 City Code Change - Procurement Policy 10.22.25
2. Ordinance - Chapter 8 and 20 City Code Change - Procurement Policy 10.22.25
3. Procurement Policy - Nov 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 Statues 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 t**~~**T**he 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**~~ exceed**s** 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.

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 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~~**.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.

F. Contractor Qualifications. All contractors bidding on construction contracts which exceed ~~**$500,000.00**~~ **$300,000.00** 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.

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 Statues 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 t**~~**T**he 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**~~ exceed**s** 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.

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 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~~**.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.

F. Contractor Qualifications. All contractors bidding on construction contracts which exceed ~~**$500,000.00**~~ **$300,000.00** 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:

_____
Interim 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 1 5 , 2024
November 24, 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 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 to 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 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) 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 based on 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 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 several 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 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 based on 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 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

Section 8, Article 6, 001-007, 013-015
City Code, Indep., MO
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), 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) 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. 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. RFP's and RFQs will be announced 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) it shall be reported to, and approved by, the City Manager prior to award. Council approval is required for contracts of One-Hundred Thousand Dollars ($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 A1 and A2, and in conformance with procedures set out in chapter 20 of this City Code. If the contract amount exceeds Fifty Thousand Dollars ($50,000) 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 requested price increase does not exceed the renewal period increase established in the original agreement.
D. Change Orders. For contracts up to Fifty Thousand Dollars ($50,000) or ten percent (10%) of the original contract amount if more than 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 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 $300,000with 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 One-Hundred Thousand Dollars ($50,000) 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) nor more than Five Hundred Dollars ($500), 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.

Section 20, Article 17
City Code, Indep, MO
ARTICLE 17. BIDS ON PUBLIC WORKS PROJECTS

SEC. 20.17.001. ADVERTISEMENT AND NOTIFICATION

A. The Invitation to Bid will be published on the City's website.

B. The Invitation to Bid will be submitted to a public works publication house in the metro area and the full set of specifications and plans will be made available to them if they have a means of displaying for the use of prospective contractors. Bidders will pay to the public works publication house any fee established for providing the Invitation to Bid, Plans, and Specifications.

C. The Invitation to Bid notice will be sent by electronic mail to all contractors known to have an interest in a project of this type.

D. The City will adhere to all superseding federal, state, and local laws, ordinances, and other requirements regarding advertisement and notification, where applicable.

SEC. 20.17.002. 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.

SEC. 20.17.003. WHERE BIDS TO BE DEPOSITED.

Bidders will be required to submit their sealed bids on a public improvements project to the Procurement Manager at the time and under the conditions prescribed in the Invitation to Bid.

SEC. 20.17.004. 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. 20.17.005 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 works for the City of Independence, in accordance with the provisions of Chapter 8 of the City Code.

Executive Search for Consultant Pricing Form

Respondents should provide a detailed price proposal to complete this project. The proposal should identify pricing methodology used including but not limited to hourly rates for staff assigned, travel costs, and recommended ways to minimize the cost (e.g. electronic communications, video conferencing, other methods), material production costs, advertising costs, costs for videotaped interviews or teleconferences, etc.) Each phase of the project should have a clearly delineated cost.

Fees/rates that are not disclosed in response to this RFP, will not be considered or allowed in the resulting award or contract.

	Item	Cost
A.	Total Firm Fixed Price for Services (Respondent needs to itemize within proposal)	$ 25,419
B.	List additional expenses	
	Travel	$ Included in Fixed Fee
	Meals	$ Included in Fixed Fee
	Car rentals	$ Included in Fixed Fee
	Hotels (Need to be three (3) star accommodations at maximum. City reserves the right to refuse reimbursement for accommodations beyond this level of hotel.)	$ Included in Fixed Fee
	Postage/copies/faxes/cellular as related to this initiative	$ Billed at-cost, if any
	Other: Ad placement expenses (estimate; billed at-cost)	$ 2,500
	Other: Online Stakeholder Survey	$ 1,531
	Other: Up to Five (5) DiSC Management Assessments ($179 per candidate)	$ 895
	Other:	$
	Other:	$
	Other:	$
C.	Total expenses	$ 30,345

5. Pricing

Not-to-Exceed Price: $30,345

Not-to-Exceed Price is comprised of:

- **Fixed Fee of $25,419 *(reflects $1,500 discount)***
- **Up to $2,500 in Ad Placements (billed at actual cost)**
- **Online Stakeholder Survey at $1,531**
- **Up to Five (5) DiSC Management Assessments at $179 per candidate**

The Fixed Fee includes:

- Stakeholder Interviews and Listening Sessions
- Production of a Professional Recruitment Brochure
- Recruitment Campaign and Outreach:
    - Outreach to Prospective Applicants
    - Custom Graphics for Email and Social Media Marketing
    - Announcement in SGR's Servant Leadership e-Newsletter
    - Post on SGR's Website
    - Ad on SGR's Job Board
    - Two (2) Targeted Job Blasts to SGR's Opt-In Subscriber Database
    - Promotion on SGR's LinkedIn
- Application Management, Screening, and Evaluation
- Semifinalist Evaluation:
    - Questionnaires for up to 15 Semifinalists
    - Online Interviews for up to 15 Semifinalists
    - Media Searches for up to 15 Semifinalists
- Semifinalist Briefing Books via Electronic Link
- Background Investigation Reports for up to Five (5) Finalists
- Finalist Briefing Books via Electronic Link
- Reference Checks for up to Five (5) Finalists
- Up To Two (2) Onsite Visits by the Recruiter for 1-3 days each, Inclusive of Travel Costs
    - Includes community engagement as part of the final onsite visit.

Reimbursable Expenses and Supplemental Services included in the not-to-exceed price:

- Ad placements up to $2,500 will be billed at the actual cost with no markup for overhead and are incorporated into our not-to-exceed price.
- Up to Five (5) DiSC Management assessments at $179 per candidate.
- SGR will conduct an online stakeholder survey for $1,531 to help identify key issues or priorities that you may want to consider prior to launching the search. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the Organization. Please note that this type of survey may extend the recruitment timeline.

Reimbursable Expenses not included in the not-to-exceed price:

- Ad placements over and above $2,500 will be billed back at actual cost with no markup for overhead.

Supplemental Services/Other Expenses not included in the fixed or not-to-exceed price:

- There may be additional charges for substantial and substantive changes made to the recruitment brochure after the brochure has been approved by the Organization and the position has been posted online. Organization would be notified of any supplemental costs prior to changes being made.
- Additional questionnaires over and above the 15 included in the Fixed Fee - $230 per candidate.
- Additional online interviews over and above the 15 included in the Fixed Fee - $256 per candidate.
- Additional media search reports over and above the 15 included in the Fixed Fee - $766 per candidate.
- Additional background investigation reports over and above the maximum of five (5) included in the fixed price above - $511 per candidate.
- Additional reference checks over and above the maximum of five (5) included in the fixed price above - $256 per candidate.
- Additional DiSC Management assessments over and above the five (5) included in the not-to-exceed price - $179 per candidate.
- Semifinalist and finalist briefing materials will be provided to the Organization via an electronic link. Should the Organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits by the recruiter over and above the quantity included in the fixed price are an additional cost. Travel time and onsite time are billed at a professional fee of $1,021 per day. Meals are billed back at a per diem rate of $18 for breakfast, $20 for lunch, and $32 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost with no markup for overhead.
- SGR Executive Recruitment clients wishing to utilize the complimentary leadership development workshop would be responsible for the travel costs associated with facilitation only. Meals are billed back at a per diem rate of $18 for breakfast, $20 for lunch, and $32 for dinner. Mileage will be reimbursed at the then-current IRS rate. All other travel-related expenses are billed back at actual cost with no markup for overhead.
- The organization bears the cost of candidate travel, and candidates are reimbursed directly by the organization.
- If the organization desires any supplemental services not mentioned in this fee proposal, an estimate of the cost will be provided at that time, and no work shall be done without approval.

Billing

SGR will bill the fixed fee in three (3) installments: 35% upon contract execution, 35% after the applicant pool is presented, and 30% after finalist interviews. Ad placement expenses and supplemental services/other expenses will be billed as incurred or provided. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION	Municipality: Independence Municipal	Reporting Period: Sep 1, 2025 - Sep 30, 2025
Mailing Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050		
Physical Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050	County: Jackson County	Circuit: 16
Telephone Number:	Fax Number:	
Prepared by: Dawna Cordon	E-mail Address:	
Municipal Judge:		

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	489	22,403	9,616
B. Cases (citations/informations) filed	19	984	730
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	1	11
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	22	904	206
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	294	2
6. dismissed by court	1	54	37
7. *nolle prosequi*	5	98	32
8. certified for jury trial (not heard in Municipal Division)	0	0	1
9. TOTAL CASE DISPOSITIONS	28	1,351	289
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	480	22,036	10,057
E. Trial de Novo and/or appeal applications filed	0	0	1

III. WARRANT INFORMATION (pre- & post-disposition)	
1. # Issued during reporting period	1,403
2. # Served/withdrawn during reporting period	588
3. # Outstanding at end of reporting period	25,839

IV. PARKING TICKETS	
1. # Issued during period	0
☐ Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Independence Municipal	Reporting Period: Sep 1, 2025 - Sep 30, 2025

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines - Excess Revenue	$115,531.50
Clerk Fee - Excess Revenue	$11,625.17
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$358.45
Bond forfeitures (paid to city) - Excess Revenue	$1,016.00
Total Excess Revenue	$128,531.12

Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines - Other	$36,389.00
Clerk Fee - Other	$2,897.43
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	$0.00
Peace Officer Standards and Training (POST) Commission surcharge	$1,210.17
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$8,628.88
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$89.38
Law Enforcement Training (LET) Fund surcharge	$2,416.00
Domestic Violence Shelter surcharge	$4,833.50
Inmate Prisoner Detainee Security Fund surcharge	$2,414.50
Restitution	$0.00
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) - Other	$4,430.00
Total Other Revenue	$63,308.86

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Court Automation	$8,471.52
Law Enf Arrest-Local	$3,559.00
Total Other Disbursements	$12,030.52
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	$203,870.50
Bond Refunds	$17,722.00
Total Disbursements	$221,592.50

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:			
September	2025	Court activity occurred in reporting period: Yes	
Clerk's Physical Address:		**Mailing Address:**	**Vendor**
111 East Maple Independence, MO 64051		PO Box 1019 Independence, MO 64051	Incode (Tyler Technologies)
Telephone Number:		**Fax Number:**	
(816) 325-7235			
Prepared by:		**Prepared by E-mail Address:**	**Municipal Judge(s) Active During Reporting Period:**
Dawna Cordon		dawna.cordon@courts.mo.gov	Garry L Helm,Susan G. Watkins

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		8,597	78,864	43,980
B. Cases (citations / informations) filed				
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	0
	3. court / bench trial - NOT GUILTY	0	2	0
	4. plea of GUILTY in court	0	0	0
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	3	76	28
	6. dismissed by court	0	1	25
	7. nolle prosequi	0	14	2
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	3	93	55
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		8,594	78,771	43,925
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: September - 2025

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	431	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	572	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	37,259		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	$4,486.00
Clerk Fee – Excess Revenue	$434.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	$0.00
Bond forfeitures (paid to city) – Excess Revenue	$1,240.00
Total Excess Revenue	**$6,160.00**
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	$13,265.40
Clerk Fee – Other	$662.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	$91.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	$627.31
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	$0.00
Law Enforcement Training (LET) Fund surcharge	$180.00
Domestic Violence Shelter surcharge	$349.02
Inmate Prisoner Detainee Security Fund surcharge	$182.00
Restitution	$0.00
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) – Other	$860.00
Total Other Revenue	**$16,216.73**
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Copy fees, records checks.	$144.00
Total Other Disbursements	**$144.00**
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	**$22,520.73**
Bond Refunds	$5,981.50
Total Disbursements	**$28,502.23**

ANNUAL REPORT FOR
ARROWHEAD COMMUNITY IMPROVEMENT DISTRICT (the "District")
FOR FISCAL YEAR ENDING JUNE 30, 2025

SECTION I

Date: October 10, 2025

CID Contact Information: c/o Curtis Petersen, Polsinelli PC (Legal Counsel), 900 West 48th Place, Suite 900, Kansas City, Missouri 64112, cpetersen@polsinelli.com, (816) 753-1000

Political Subdivision or Not for Profit: Political Subdivision

Date of and Ordinance No: Ordinance No. 18563, passed on March 21, 2016

SECTION II

PURPOSE OF THE DISTRICT AND SERVICES PERFORMED DURING FISCAL YEAR:

The purpose of the District is to provide funding for the construction of certain public and private improvements and the provision of certain services within the District's boundaries. The improvements initially contemplated include remodeling the exterior of the Shopping Center, expanding the existing grocery store, and completing interior upgrade of the existing grocery store and interior finish of any grocery store expansion, as well as certain soft costs associated with such work. No services were provided during FYE 6/30/2025.

SECTION III

BOARD MEMBERS AS OF DATE OF MOST RECENT ANNUAL MEETING:

James Cosentino Jr.	james_cosentinojr@cosentinos.com
Adam Lyngar	adam@cadencekc.com
Andrea Lyngar	andrealyngar@gmail.com
Dante Cosentino	Dante_Cosentino@cosentinos.com
Beth Cosentino	Bethcoz24@gmail.com

SECTION IV

See attached, final budget for FYE 6/30/2025

SECTION V

LIST OF RESOLUTIONS APPROVED DURING FISCAL YEAR
(ATTACH COPIES):

Resolution #	Resolution
2025-1	Approve Minutes of 12/19/2024 Board Meeting
2025-2	Appoint Officers of the District
2025-3	Adopt Budget for FYE 6/30/2026 and appropriate funds
2025-4	Authorize Preparation and Submittal of FYE 6/30/2025 Annual Report to City Clerk and DED
2025-5	Authorize Preparation and Submittal of FYE 6/30/2025 Annual Report to State Auditor

SUBMIT FORM AND ATTACHMENTS TO:

Missouri Dept of Economic Development
Attn: CID Annual Report
301 W. High Street, P. O. Box 118
Jefferson City, MO 65102
Phone: 1-573-526-8004
Email: redevlopment@ded.mo.gov

City Clerk
City of Independence, MO
111 E. Maple Avenue
Independence, MO 64050
Phone: (816) 325-7000
Email: CityClerk@indepmo.org

ARROWHEAD COMMUNITY IMPROVEMENT DISTRICT

FYE 6/30/2025 ACTUAL BUDGET

BUDGET MESSAGES:

The Arrowhead Community Improvement District was established by the City Council of Independence, Missouri on March 21, 2016.

The District's Board of Directors and the owner of the real property that constitutes the District approved a 1.0% CID sales and use tax on June 20, 2017, with the tax becoming effective on October 1, 2017. The first deposit of CID Revenues was received from the Missouri Department of Revenue on December 7, 2017.

		FYE 6/30/2025 (actual)		FYE 6/30/2025* (as amended)
FUNDS AVAILABLE:				
- Cash on Hand (Beginning of Fiscal Year)	$	325,077	$	61,943
ESTIMATED REVENUE:				
- CID Sales Tax (effective October 1, 2017)	$	236,692	$	215,000
- Interest and Other Credits				
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	**$**	**561,769**	**$**	**276,943**
ESTIMATED EXPENDITURES:				
- City Admin Fee (1.5%)		3,550	$	3,225
- Administrative costs (e.g., insurance)	$	1,200.00	$	1,200
- Bank Fees	$	-	$	100
- Legal & Other Consultant fees	$	855.00	$	3,000
- Principal and/or interest in repayment of Developer Advances^	$	420,238	$	250,000
TOTAL ESTIMATED EXPENDITURES:		**425,844**	**$**	**257,525**
FUNDS AVAILABLE:				
- Cash on Hand End of Fiscal Year	$	135,925	$	19,418

*Estimated values.

^ The terms of the repayment of Developer Advances, including interest thereon, is addressed and governed by that Cooperative Agreement by and between the City, the CID and the Developer.

91790385.1

Land Trust of Jackson County, Missouri
4035 Central Street
Kansas City, MO 64111
Telephone (816) 221-3366
E-mail: jclandtrust@gmail.com

September 29, 2025

COPY

Hon. Rory Rowland
Mayor, City of Independence
City Hall
111 E. Maple
Independence, MO 64050

Re: 2026 Proposed Budget for Land Trust of Jackson County, Missouri

Dear Mayor Rowland:

Pursuant to RSMo Section 141.770 as amended, enclosed you will find a copy of the proposed 2026 annual budget for Land Trust approved by the Trustees at their September monthly meeting. This budget will become effective as the required annual budget of Land Trust unless an appointing authority notifies Land Trust in writing of any objections to the annual budget on or before November 20, 2025.

The total budget expenditures for 2026 increased $6,400 from the total expenditures submitted in 2025. Higher methane gas measurements at the two post closure landfills lying below Stone Canyon Golf Course ("SCGC") require remediation due to their proximity to residences and an elementary and middle school adjacent to SCGC. Similar to last year, included in this budget is an encumbrance of the sum of $270,000 which is identified as "carryover contribution income" in the revenue section and "Liability remediation (SCGC-Encumbered)" in the expense section. This amount will be expended on installation of four (4) gas extraction wells at SCGC at the request of and in coordination with Missouri Department of Revenue – Waste Management program.

Since 2000, Land Trust has exercised its best efforts and had succeeded in avoiding the necessity to requisition funding pursuant to Missouri law. However, in June 2017 and September 2021, pursuant to Land Trust request, Jackson County provided requisition funding to the Trust in the amount of $198,440 and $230,930 respectively. Due to receipt of higher than anticipated sales revenue than budget estimates in 2018 through 2020, the Trust did not requisition funding in those budget years. Due to higher than estimated sales in 2025, the Trust does not anticipate requisitioning any contribution amount this year.

However, it is apparent that to remain viable and perform its statutory functions in 2026, the Trust will most likely be required to request funding from the taxing jurisdictions for a portion of its 2026 budget. This 2026 budget does contemplate that the Trust may have to requisition such

funding pursuant to R.S.Mo. Section 141.770(3). The requisition amount has decreased approximately $2,350 from 2025. Without the encumbered amount for SCGC, the total budget for 2026 would be $360,700 which is in line with Land Trust Budgets prior to 2025.

The Trustees respectfully request that the City grant its approval of the proposed 2026 annual budget for Land Trust.

I would be glad to meet with you or any of your staff to discuss this budget, the financial condition of the Trust, and any other issues relating to Land Trust.

Thank you very much for your consideration.

Sincerely,

Michael B. Hunter
Land Commissioner

MBH:lh

Enclosure

cc: Zachary Walker, City Manager

JACKSON COUNTY I LAND TRUST 2026 FINAL APPROVED BUDGET

INCOME		
Sales income	$	100,000
Appraisal fees	$	1,000
Recording fees	$	750
Carryover Income Operations	$	50,000
Carryover Income Encumbered	$	270,000
Contribution income**	$	208,850
Interest income	$	100
Total Income	$	630,700
EXPENDITURES*		
Trustees	$	7,200
Staff Costs	$	85,500
Contract Services	$	52,500
Property Maintenance	$	440,000
Office Expense	$	42,750
Selling Expense	$	2,750
Total Expenditures	$	630,700
EXCESS OF INCOME OVER EXPENDITURES	$	-

**** Income that may be requisitioned pursuant to R.S.Mo 141.770 (3)**

EXPLANATION OF 2026 FINAL APPROVED BUDGET

INCOME		
Sales Income (S)	$	100,000
Appraisal Fees (A)	$	1,000
Recording Fees (R)	$	750
Carryover Income Operations	$	50,000
Carryover Income Encumbered	$	270,000
Contribution Income	$	208,850
Interest Income (I)	$	100
Other Income (M)	$	-
TOTAL INCOME	$	630,700
EXPENDITURES		
TRUSTEES EXPENSES		
Fees	$	7,200
Contingency		
Total Trustee Expenses	$	7,200
STAFF COSTS		
Land Comm salary	$	70,000
Analyst salary		
Office Asst salary	$	-
FICA (7.65%)	$	5,500
Bonds		
Unemployment ins.		
Health & Life ins	$	-
Contingency	$	10,000
Total Personnel Costs	$	85,500
CONTRACT SERVICES		
Accountant	$	14,000
Audit	$	14,000
Appraisal	$	7,500
Computer consultant	$	1,500
Web Site - Data Entry	$	500
Legal	$	14,000
Real Estate Sales	$	-
Contingency	$	1,000
Total Contracted Services	$	52,500
PROP MAINTENANCE		
Grass cutting	$	35,000
Trash collection	$	8,000
Liability Remediation (SCGC - Encumbered)	$	270,000
Board up/tear down/Demolition	$	25,000
Tree maintenance	$	25,000
Eviction Expense	$	3,000
Highland Cemetery Administration	$	20,000
Highland Cemetery Maintenance	$	47,000
Misc. Property Expense	$	2,000

Contingency	$	5,000
Total Property Maintenance	$	440,000
OFFICE EXPENSES		
Rent	$	18,000
Supplies	$	500
Postage, shipping, delivery	$	**600**
Copying	$	250
Computer materials purch & service	$	-
Office equipt purch & maint		
Utilities	$	4,000
Telephone & internet access	$	1,800
Bonds	$	-
Travel, mileage & Parking	$	-
Hiring costs	$	-
Insurance, W.C.	$	2,500
Insurance, liability	$	14,000
Insurance, F&EC	$	-
Insurance unemployment	$	-
Bank charges and fees	$	350
Training	$	-
Web site expenses	$	250
Misc	$	150
Contingency	$	350
Total Office Expense	$	42,750
SELLING EXPENSES		
Marketing	$	2,000
Recording fees	$	750
Total Selling Expenses	$	2,750
TOTAL EXPENDITURES	$	630,700
EXCESS OF INCOME OVER EXPENSES	$	-

GILMORE BELL

2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

October 20, 2025

Susanne Holland, City Clerk
City of Independence
111 East Maple Ave.
Independence, MO 64050

Re: EastGate Commerce Center Community Improvement District
Annual Report

Susanne:

This letter is prepared in accordance with Section 67.1471.4 RSMo and serves as the annual report of the EastGate Commerce Center Community Improvement District (the "**District**") for the Fiscal Year ending June 30, 2025. Enclosed please find copies of written resolutions passed by the District's Board of Directors during Fiscal Year 2025. The annual reports to the municipal clerk of the City of Lee's Summit (the "**City**") and to the Missouri Department of Economic Development for Fiscal Year 2025 have been submitted concurrently on the date stated above. Please retain this report as part of the official records of the City of Independence, and cause this report to be spread upon the records of the City Council.

During fiscal year 2025, the District had revenues of $-0-, had expenditures of $-0-, and provided no services. The Fiscal Year 2026 budget was submitted to the City for review on March 24, 2025 and was adopted via Resolution 2025-03 on May 23, 2025.

Please contact me if you have questions regarding this report.

Very truly yours,

Tracie M. Maslak

Tracie M. Maslak
Senior Legal Practice Assistant

Enclosure

RESOLUTION 2025-01

EASTGATE COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE EASTGATE COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT APPOINTING OFFICERS OF THE DISTRICT.

WHEREAS, the EastGate Commerce Center Community Improvement District (the "**District**"), established on August 15, 2022, by Ordinance No. 19363 of the City Council of the City of Independence, Missouri (the "**City**"), is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended ("**RSMo**"); and

WHEREAS, the District Bylaws require that the Board of Directors of the District (the "**Board**") appoint a Chairman, Vice Chairman, Executive Director, Secretary and Treasurer, and such other officers as the Board deems necessary; and

WHEREAS, the Board desires to appoint a Chairman, Vice Chairman, Executive Director, Secretary and Treasurer in accordance with the District Bylaws.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EASTGATE COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. Tom Scannell is appointed Chairman of the District.

2. Brent Miles is appointed Vice Chairman of the District.

3. Charlie Dissell is appointed Executive Director of the District.

4. Lisa Reynolds is appointed Secretary of the District.

5. Joe Hegendeffer is appointed Treasurer of the District.

6. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the EastGate Commerce Center Community Improvement District on May 23, 2025.

Executive Director

RESOLUTION 2025-02

EASTGATE COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE EASTGATE COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT APPROVING LEVY OF THE 2025 SPECIAL ASSESSMENTS.

WHEREAS, the EastGate Commerce Center Community Improvement District (the "**District**"), established on August 15, 2022, by Ordinance No. 19363 of the City Council of the City of Independence, Missouri (the "**City**"), is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended ("**RSMo**"); and

WHEREAS, the District approved Resolution 2023-03 on May 15, 2023, which authorized the levy of special assessments (the "**CID Special Assessment**") through the approval of the Special Assessment Petition, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference (the "**Special Assessment Petition**"); and

WHEREAS, the Board of Directors of the District (the "**Board**") desires to approve the 2025 Special Assessments for each lot located within the District in accordance with the Special Assessment Petition (each "**Lot**"), and authorizes District officials and legal counsel to notify the County of the amounts to place on the 2025 tax bill for such Lots.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EASTGATE COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Levy Special Assessments

The CID Special Assessment is hereby levied against each Lot in the amount of $0.05 per square foot on all constructed and occupiable buildings located on each Lot, as set forth in the Developer Certification of Square Footage, which is hereby approved by the District and attached hereto as **Exhibit A**. The amount of square footage indicated in Exhibit A for each Lot, multiplied by $0.05, shall be levied as the District's special assessment for such Lot for this calendar year.

To the extent that the result of any appeal reduces the constructed and occupiable area of each building upon which this special assessment was based, the amount of the special assessment shall be reduced accordingly and the excess refunded to the property owner.

Section 2. Notification

District officers and legal counsel and City staff are hereby authorized to deliver the pages in Exhibit A to Jackson County staff to arrange for the tax bills to contain the amounts set forth in **Exhibit A** for the appropriate tax parcels.

Section 3. Further Actions

The officers of the District are authorized to execute those documents and take all further actions necessary to carry out the purpose and intent of this Resolution.

Section 4. Immediate Effect

This Resolution shall take effect immediately upon its execution by the Executive Director.

PASSED by the Board of Directors of the EastGate Commerce Center Community Improvement District on May 23, 2025.

Executive Director

EXHIBIT A

SPECIAL ASSESSMENT CALCULATIONS AND DEVELOPER CERTIFICATION OF SQUARE FOOTAGE

Lot (from attached Developer Certification)	**Parcel No.**	**Square footage of constructed and occupiable buildings**	**2025 Special Assessment**
Lot 1 (West Parcel)	25-640-01-05-00-0-00-000	35,898	$1,794.90
Lot 1 (East Parcel)	24-400-03-18-00-0-00-000	251,285	12,564.25
Lot 2	24-400-03-17-00-0-00-000	287,183	14,359.15
Total		**574,366**	**$28,718.30**

[See Attached Developer Certification of Square Footage]

DEVELOPER CERTIFICATION OF SQUARE FOOTAGE

The undersigned, as developer of certain real property within the EastGate Commerce Center Community Improvement District (the "CID") in Independence, Missouri, comprised of the parcels designated below, hereby certifies for purposes of the CID's imposition of a special assessment in the amount of five cents per square foot on all constructed and occupiable buildings located within the CID, that the square footage of all constructed and occupiable buildings located within the CID, as of January 1, 2025, is as follows:

Lot from attached Plat	**Square footage of constructed and occupiable buildings**
Lot 1 (West Parcel)	35,898 square feet
Lot 1 (East Parcel)	251,285 square feet
Lot 2	287,183 square feet
Total	**574,366 square feet**

NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: _____
Name: Nathaniel Hagedorn
Its: Manager

Date: May 19, 2025

EXHIBIT B

SPECIAL ASSESSMENT PETITION

[See Attached]

PETITION FOR SPECIAL ASSESSMENTS

OF THE

EASTGATE COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT

LOCATED IN THE

CITY OF INDEPENDENCE, MISSOURI

PETITION FOR SPECIAL ASSESSMENTS
EASTGATE COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT

In accordance with Section 67.1521, RSMo (the CID Act"),the real property owners signing the Petition for the Creation of the Eastgate Commerce Center Community Improvement District and Petition for Special Assessments to which this **Exhibit D** is attached (the "Petitioners"), being collectively

(1) the owners of more than fifty percent (50%) by assessed value of the real property and

(2) more than fifty percent (50%) per capita of all owners of real property

within the boundaries of the Eastgate Commerce Center Community Improvement District ("District"), do hereby petition and request as follows:

1. The District shall be authorized to levy special assessments against real property benefitted within the District for the purpose of providing revenue to pay the costs of Improvements (as described under the Petition for the Creation of the Eastgate Commerce Center Community Improvement District), including but not limited to maintenance of public streets within the District, such special assessments to be levied against the tracts, lots or parcels of real property legally described in Exhibit 1 to this Petition that receive special benefit as a result of such service and/or projects, the cost of which shall be allocated among this property in the amount of five cents ($0.05) per square foot on all constructed and occupiable buildings located within the District ("CID Special Assessment"). The Petitioners agree that the benefit of the Improvements is fairly allocable to such property in such manner. Authorization to levy the CID Special Assessment shall continue during the existence of the District so long as any eligible costs are unpaid.

2. The amount of the CID Special Assessment (i.e. five cents ($0.05) per square foot on all constructed and occupiable buildings located within the District) shall remain unchanged for the period commencing on January 1st of the calendar year following the calendar year in which the first building of the within the District is complete (as evidenced by an occupancy permit) and ending/expiring at the end of the fourth calendar year thereafter (the "CID Special Assessment Initial Period"). In the calendar year following the end of the CID Special Assessment Initial Period, the District board of directors may adjust the CID Special Assessment by an amount not less than zero percent (0.00%) and not greater than five percent (5.00%), which adjustment shall apply to the fifth calendar year period in accordance with the formula hereafter set forth. In applying the formula, the following definitions shall apply: (i) "Bureau" means the United States Department of Labor, Bureau of Labor Statistics, or any successor agency that shall issue the indices or data referred to in (ii) below; (ii) "Price Index" means the Consumer Price Index, All Urban Consumers, issued from time to time by the Bureau, or any other measures hereafter employed by the Bureau in lieu of such Price Index which measures changes in the cost of living; (iii) "Average Price Index" for any yearly period means the average of the Price Indexes issued in the twelve months prior to the last day of that particular calendar year period (in calculating the Average Price Index, there shall be excluded any index which itself is an average (i.e., there shall be no averaging of averages)); and (iv) The "Issue" of a Price Index means the release to the public of the Price Index, and the date of issue shall be the date it is so released whether or not the issued index is for the current month or period in which the release occurs or for a prior month or period. The formula for adjusting the CID Special Assessment is as follows: (x) if the Average Price Index for the last calendar year of the CID Special Assessment Initial Period is greater than the Average Price Index for the immediately preceding calendar year, the CID Special Assessment for the first year *after* the CID Special Assessment Initial Period shall adjust by the percentage difference between the respective Average Price Indexes; however, in no event shall the adjustment to the CID Special Assessment, on an annual basis, be by an amount less than zero percent (0.00%) or greater than five percent (5.00%); and (y) for each calendar year thereafter, if the

Average Price Index for the calendar year prior to such year is greater than the Average Price Index for the 2nd calendar year prior to such year, the CID Special Assessment shall adjust by the percentage difference between the respective Average Price Indexes; however, in no event shall the adjustment to the CID Special Assessment, on an annual basis, be by an amount less than zero percent (0.00%) or greater than five percent (5.00%).

3. The tracts of land located in the District which will receive special benefit from this service and/or projects are legally described in Exhibit 1 to this Petition.

EXHIBIT 1 TO THE
PETITION FOR SPECIAL ASSESSMENTS

Legal Description and General Boundary Map of the
EastGate Commerce Center Community Improvement District

A tract of land lying in Sections 2, 3, 9, 10, and 16, Township 49 North, Range 31 West, and Sections 25, 26, 34, 35 and 36, Township 50 North, Range 31 West, generally lying along Little Blue Parkway, from the North line of Little Blue Trace Park at a point approximately 840 feet South of East 39th Street to Missouri Highway 7, all in the City of Independence, Jackson County, Missouri, described for the purposes of a Community Improvement District, without the benefit of a full survey, as follows:
Commencing at the West Quarter Corner of said Section 3 as is monumented by a ½" iron bar with no ID cap;
Thence South 87°42'55" East, a distance of 1887.79 feet to the West right of way of US 78 Highway and the true POINT OF BEGINNING;
Thence North 53°27'50" East, along said right of way, a distance of 973.12 feet to the North-South centerline of Section 3;
Thence North 02°03'35" East, a distance of 707.77 feet, more or less, to the South line of the Northeast quarter of the Northwest quarter of Section 3;
Thence North 87°50'42" West, a distance of 560.80 feet to the East right of way of the MoPac Railroad and the beginning of a curve concave to the west having a radius of 903.29 feet and a central angle of 23°14'31" and being subtended by a chord which bears North 28°32'10" East 363.91 feet;
Thence North 16°47'26" East, a distance of 1023.19 feet, along said right of way to the North Line of Section 3;
Thence South 87°57'34" East, along said North line, a distance of 258.90 feet to the West right of way of Little Blue Parkway and the beginning of a curve concave to the east having a radius of 1943.00 feet and a central angle of 21°34'07" and being subtended by a chord which bears North 13°32'00" East 727.12 feet;
Thence, continuing along said West right of way of Little Blue Parkway, northerly along said curve, a distance of 731.43 feet;
Thence North 24°19'03" East tangent to said curve, continuing along said West right of way of Little Blue Parkway, a distance of 368.73 feet;
Thence North 45°39'38" East, a distance of 500.26 feet to the Southeast right of way of the MoPac Railroad at the East right of way line of Little Blue Parkway;
Thence North 45°44'35" East, continuing along the Southeast right of way of the MoPac Railroad, a distance of 1696.72 feet to the East-West centerline of said Section 34;
Thence South 88°04'37" East, continuing along the East-West centerline, a distance of 668.96 feet to the common line between Section 34 & 35;
Thence North 02°04'17" East, along said common line; a distance of 708.03 feet to the Southeast right of way of the MoPac Railroad;
Thence North 45°36'00" East, along the Southeast right of way of the MoPac Railroad, a distance of 2087.53 feet to the beginning of a curve tangent to said line;
Thence northeasterly, along the Southeast right of way of the MoPac Railroad, a distance of 1116.48 feet along the curve concave to the south, having a radius of 1382.69 feet and a central angle of 46°15'53" to the North line of said Section 35;
Thence South 88°08'07" East tangent to said curve, a distance of 218.93 feet, to the quarter corner common to said Sections 35 and 26 as is currently monumented by a 2 inch pipe;
Thence South 88°12'02" East, along the North line of Section 35, a distance of 446.89 feet to the West line of the Little Blue Trace Park;
Thence South 01°52'28" West, a distance of 2766.40 feet, along the West line of the Little Blue Trace Park;

Thence South 46°38'07" West, a distance of 634.65 feet, along the West line of the Little Blue Trace Park;
Thence South 46°38'02" West, a distance of 401.83 feet, along the West line of the Little Blue Trace Park;
Thence South 01°18'38" West, a distance of 309.26 feet, along the West line of the Little Blue Trace Park to the Northeast corner of the Emmert Real Estate LLC tract as is currently monumented by a ½" bar with a KVE cap;
Thence South 81°00'09" West, a distance of 375.06 feet to the Northwest corner of the Emmert Real Estate LLC tract as is currently monumented by a ½" bar with a KVE cap;
Thence South 12°58'34" East, a distance of 300.47 feet to the Southwest corner of the Emmert Real Estate LLC tract as is currently monumented by a ½" bar with a KVE cap and the North right of way of US Highway 78;
Thence North 80°12'50" East, along the North right of way of US 78, a distance of 1165.90 feet to the beginning of a curve concave to the north having a radius of 3197.10 feet and a central angle of 14°24'09" and being subtended by a chord which bears North 73°00'43" East 801.55 feet;
Thence easterly along the North right of way of US 78 and said curve, a distance of 803.66 feet to the East line of Little Blue Trace Park;
Thence North 01°50'39" East, along the East line of Little Blue Trace Park, a distance of 1663.87 feet;
Thence North 31°42'44" East, along the East line of Little Blue Trace Park, a distance of 662.64 feet;
Thence North 01°50'39" East, along the East line of Little Blue Trace Park, a distance of 115.00 feet;
Thence South 88°05'28" East, along the East line of Little Blue Trace Park, a distance of 20.00 feet;
Thence North 01°50'39" East, along the East line of Little Blue Trace Park, a distance of 1322.93 feet to the common line between Sections 35 and 26;
Thence North 88°05'50" West, along the common line between Sections 35 and 26 and the line of Little Blue Trace Park, a distance of 350.00 feet;
Thence North 01°50'39" East, along the line of Little Blue Trace Park, a distance of 165.00 feet;
Thence South 88°05'50" East, along the line of Little Blue Trace Park, a distance of 1222.34 feet;
Thence North 02°01'57" East, along the line of Little Blue Trace Park, a distance of 595.00 feet;
Thence North 76°05'19" East, along the line of Little Blue Trace Park, a distance of 105.00 feet;
Thence North 13°54'41" West, along the line of Little Blue Trace Park, a distance of 20.00 feet;
Thence North 76°05'19" East, along the line of Little Blue Trace Park, a distance of 183.06 feet to the beginning of a curve concave to the south having a radius of 546.62 feet and a central angle of 65°04'58" and being subtended by a chord which bears South 71°22'30" East 588.06 feet;
Thence easterly along said curve and the line of Little Blue Trace Park, a distance of 620.91 feet;
Thence South 38°50'01" East tangent to said curve, along the line of Little Blue Trace Park, a distance of 97.54 feet to the beginning of a curve concave to the northeast having a radius of 1006.73 feet and a central angle of 25°59'31" and being subtended by a chord which bears South 51°49'58" East 452.79 feet;
Thence southeasterly along said curve and the line of Little Blue Trace Park, a distance of 456.70 feet;
Thence South 62°30'41" East, along the line of Little Blue Trace Park, a distance of 138.49 feet to the beginning of a curve tangent to said line;
Thence southeasterly a distance of 35.97 feet along the curve concave to the southwest and along the line of Little Blue Trace Park, having a radius of 114.63 feet and a central angle of 17°58'49";
Thence South 01°43'35" West, along the line of Little Blue Trace Park, a distance of 79.28 feet;
Thence South 31°45'15" West, along the line of Little Blue Trace Park, a distance of 156.38 feet;
Thence North 58°14'45" West, along the line of Little Blue Trace Park, a distance of 25.00 feet;
Thence South 31°45'15" West, along the line of Little Blue Trace Park, a distance of 31.48 feet to the beginning of a curve tangent to said line;
Thence southwesterly a distance of 1081.21 feet along the curve concave to the east, having a radius of 1069.93 feet and a central angle of 57°53'59";
Thence North 63°51'17" East radial to said curve, a distance of 25.00 feet to the beginning of a curve radial to said line;
Thence southeasterly a distance of 205.16 feet along the curve concave to the northeast, having a radius of 1044.93 feet and a central angle of 11°14'58";
Thence South 01°43'35" West, a distance of 148.80 feet;

Thence South 88°49'34" East, a distance of 372.07 feet;
Thence South 40°45'34" East, a distance of 424 feet, more or less to the South line of the Williamson trach commonly known as Tax Parcel 17-700-02-15-00-0-00-000;
Thence Easterly, a distance of 660 feet, more or less to the North-South Centerline of said Section 36;
Thence South 01°38'14" West, a distance of 3758 feet, more or less to the South quarter corner of Section 36;
Thence North 88°04'29" West, along the South line of said Section 36, a distance of 1042.33 feet to the beginning of a curve concave to the south having a radius of 1657.89 feet and a central angle of 18°33'59" and being subtended by a chord which bears North 75°56'48" West 534.88 feet;
Thence northwesterly along said curve, a distance of 537.23 feet;
Thence North 85°13'47" West tangent to said curve, a distance of 1082.98 feet;
Thence North 01°53'46" East, a distance of 5.01 feet;
Thence North 85°13'47" West, a distance of 55.76 feet to the beginning of a curve tangent to said line;
Thence westerly a distance of 551.83 feet along the curve concave to the north, having a radius of 1297.40 feet and a central angle of 24°22'12";
Thence North 60°51'35" West tangent to said curve, a distance of 168.30 feet to the beginning of a curve tangent to said line;
Thence northwesterly a distance of 535.09 feet along the curve concave to the south, having a radius of 1567.40 feet and a central angle of 19°33'36";
Thence North 80°29'34" West, a distance of 15.18 feet;
Thence North 78°33'30" West, a distance of 72.78 feet;
Thence North 01°44'45" East, a distance of 756.15 feet;
Thence North 88°05'32" West, a distance of 246.03 feet to the South right of way line of US 78 and the beginning of a curve concave to the north having a radius of 2934.79 feet and a central angle of 08°00'32" and being subtended by a chord which bears South 76°12'35" West 409.89 feet;
Thence westerly, along said right of way and curve, a distance of 410.23 feet;
Thence South 80°12'50" West, along said right of way, a distance of 984.18 feet to the West line of Little Blue Trace Park;
Thence South 01°18'38" West, along the West line of Little Blue Trace Park, a distance of 537.64 feet;
Thence South 67°50'07" West, along the West line of Little Blue Trace Park, a distance of 1160.74 feet;
Thence North 88°00'31" West, along the West line of Little Blue Trace Park, a distance of 691.89 feet;
Thence South 01°44'36" West, along the West line of Little Blue Trace Park, a distance of 1144.88 feet;
Thence South 46°36'06" West, along the West line of Little Blue Trace Park, a distance of 850.00 feet;
Thence South 46°36'06" West, along the West line of Little Blue Trace Park, a distance of 623.77 feet;
Thence South 01°44'36" West, along the West line of Little Blue Trace Park, a distance of 450.00 feet;
Thence South 20°21'01" West, along the West line of Little Blue Trace Park, a distance of 1390.97 feet;
Thence North 87°42'53" West, along the West line of Little Blue Trace Park, a distance of 698.19 feet;
Thence South 46°11'33" West, along the West line of Little Blue Trace Park, a distance of 884.72 feet;
Thence South 01°59'37" West, along the West line of Little Blue Trace Park, a distance of 685.00 feet;
Thence South 46°46'35" West, along the West line of Little Blue Trace Park, a distance of 1562.93 feet;
Thence South 02°11'53" West, along the West line of Little Blue Trace Park, a distance of 1525.00 feet;
Thence North 87°42'46" West, along the West line of Little Blue Trace Park, a distance of 343.35 feet to the East right of way of Little Blue Parkway and the beginning of a curve concave to the northwest having a radius of 2019.86 feet and a central angle of 29°47'40" and being subtended by a chord which bears South 49°07'23" West 1038.55 feet;
Thence southwesterly along said curve and the East right of way of Little Blue Parkway, a distance of 1050.35 feet;
Thence South 64°01'13" West, along the East right of way of Little Blue Parkway, a distance of 1034.71 feet;
Thence South 64°01'13" West, along the East right of way of Little Blue Parkway, a distance of 1204.72 feet to the beginning of a curve tangent to said line;
Thence southwesterly, along the East right of way of Little Blue Parkway, a distance of 280.86 feet along

the curve concave to the southeast, having a radius of 6483.75 feet and a central angle of 02°28'55";
Thence South 02°05'30" West, a distance of 149.82 feet to the North right of way line of Necessary Road and the beginning of a curve concave to the northeast having a radius of 435.17 feet and a central angle of 61°07'57" and being subtended by a chord which bears South 60°54'31" East 442.60 feet;
Thence southeasterly along the North right of way line of Necessary Road and said curve, a distance of 464.31 feet;
Thence North 88°31'07" East, along the North right of way line of Necessary Road, a distance of 15.65 feet;
Thence South 02°05'30" West, a distance of 21.43 feet;
Thence South 88°34'08" East, a distance of 68.02 feet to the beginning of a curve tangent to said line;
Thence easterly a distance of 355.07 feet along the curve concave to the northwest, having a radius of 385.00 feet and a central angle of 52°50'27";
Thence North 38°35'24" East tangent to said curve, a distance of 217.60 feet to the beginning of a curve tangent to said line;
Thence northeasterly a distance of 143.31 feet along the curve concave to the southeast, having a radius of 415.00 feet and a central angle of 19°47'09";
Thence North 58°22'33" East tangent to said curve, a distance of 251.30 feet;
Thence North 58°22'33" East, a distance of 2221.02 feet to the beginning of a curve tangent to said line;
Thence northeasterly a distance of 180.64 feet along the curve concave to the south, having a radius of 115.00 feet and a central angle of 90°00'00" to a point of cusp;
Thence North 46°05'53" East, a distance of 885.76 feet to the East line of Little Blue Trace Park;
Thence South 87°42'45" East, along the East line of Little Blue Trace Park, a distance of 176.00 feet;
Thence South 02°06'51" West, along the East line of Little Blue Trace Park, a distance of 1200.00 feet;
Thence North 87°42'45" West, along the East line of Little Blue Trace Park, a distance of 570.00 feet;
Thence South 53°13'19" West, along the East line of Little Blue Trace Park, a distance of 777.33 feet;
Thence South 53°43'50" West, along the East line of Little Blue Trace Park, a distance of 991.13 feet to the North line of the Heart of America Pop Warner Football League property;
Thence North 87°59'52" West, along said North line, a distance of 550.00 feet;
Thence North 88°10'14" West, along said North Line, a distance of 899.77 feet to the South right of way line of South Necessary Road and the beginning of a curve concave to the northeast having a radius of 495.17 feet and a central angle of 62°15'40" and being subtended by a chord which bears North 61°53'33" West 511.99 feet;
Thence westerly along said curve and said South right of way line, a distance of 538.08 feet;
Thence North 30°45'43" West tangent to said curve and along said South right of way line, a distance of 78.51 feet;
Thence North 84°27'37" West, a distance of 84.59 feet to the East right of way of Little Blue Parkway and the beginning of a curve concave to the southeast having a radius of 3707.56 feet and a central angle of 55°04'40" and being subtended by a chord which bears South 29°58'37" West 3428.38 feet;
Thence southwesterly along said curve and the East right of way of Little Blue Parkway, a distance of 3564.03 feet;
Thence South 02°26'58" West, a distance of 270.81 feet to the East-West centerline of Section 16, Township 49 North, Range 31 West;
Thence North 88°09'09" West along said East-West centerline, a distance of 220.01 feet to and extension of the West right of way of Little Blue Parkway;
Thence North 02°26'58" East along said West right of way, a distance of 273.08 feet to the beginning of a curve concave to the southeast having a radius of 3927.60 feet and a central angle of 55°13'52" and being subtended by a chord which bears North 30°03'14" East 3641.17 feet;
Thence northerly along said curve and said West right of way, a distance of 3786.06 feet;
Thence North 20°17'03" East along said West right of way, a distance of 83.16 feet;
Thence North 59°02'20" East along said West right of way, a distance of 60.00 feet;
Thence South 82°12'11" East along said West right of way, a distance of 83.17 feet to the beginning of a curve concave to the southeast having a radius of 3943.76 feet and a central angle of 03°35'00" and being

subtended by a chord which bears North 62°13'02" East 246.61 feet;
Thence northeasterly along said curve and said West right of way, a distance of 246.65 feet;
Thence North 64°01'13" East along said West right of way, a distance of 1505.97 feet;
Thence North 64°01'12" East along said West right of way, a distance of 801.89 feet to the beginning of a curve concave to the northwest having a radius of 1799.79 feet and a central angle of 48°19'02" and being subtended by a chord which bears North 39°51'43" East 1473.18 feet;
Thence northeasterly along said curve and said West right of way, a distance of 1517.76 feet to a point of cusp;
Thence, departing said right of way, North 74°17'50" West, a distance of 85.31 feet;
Thence North 78°11'19" East, a distance of 32.38 feet;
Thence North 06°36'26" East, a distance of 66.61 feet;
Thence North 29°24'56" West, a distance of 87.65 feet;
Thence North 00°33'28" East, a distance of 25.14 feet;
Thence North 49°44'25" East, a distance of 49.64 feet;
Thence North 33°47'31" East, a distance of 190.71 feet;
Thence North 56°12'29" West, a distance of 150.00 feet;
Thence North 02°11'53" East, a distance of 897.98 feet;
Thence North 87°11'29" West, a distance of 300.00 feet;
Thence North 02°11'53" East, a distance of 619.95 feet;
Thence South 87°42'53" East, a distance of 20.00 feet;
Thence North 02°01'00" East, a distance of 2209.70 feet to the North Line of US 78;
Thence North 53°27'50" East, along said North line, a distance of 694.13 feet to the true POINT OF BEGINNING, containing 1323 acres, more or less..
AND all of Little Blue Parkway lying South of the East-West centerline of Section 16, Township 49 North, Range 31 West, Southerly 6650 feet, more or less, to the North line of Little Blue Trace Park
AND ALSO all of Necessary Road lying South of the above described tract of land, Southerly 3380 feet, more or less, to the North right of way of RD Mize Road.

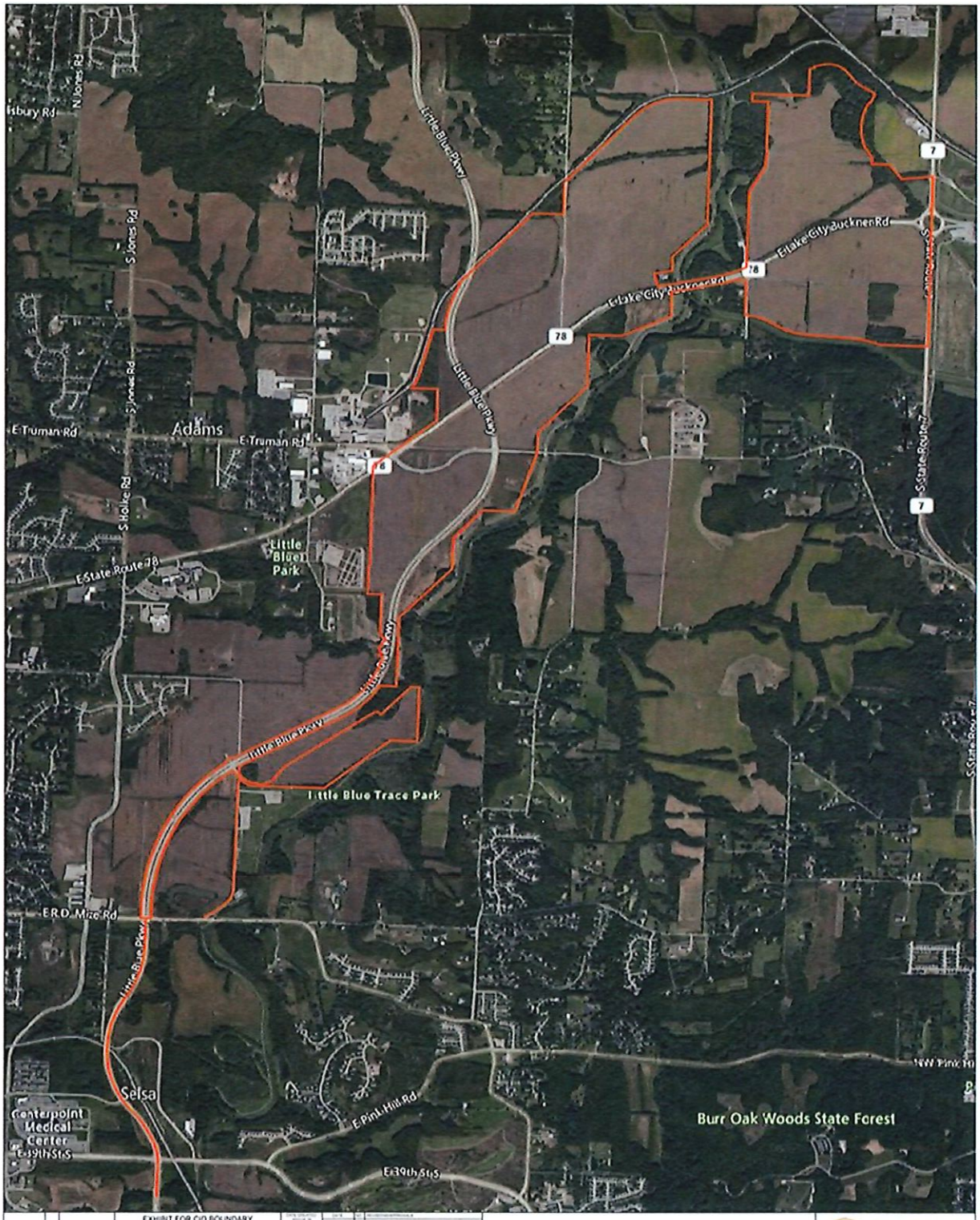


EXHIBIT FOR CID BOUNDARY

EASTGATE COMMERCE CENTER
Independence, Missouri

SHEET # 001 OF 001

SITEPOINT

{1893/403/CID/ }
4884-1132-8035, v. 1

RESOLUTION 2025-03

EASTGATE COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE EASTGATE COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2026.

WHEREAS, the EastGate Commerce Center Community Improvement District (the "**District**"), established on August 15, 2022, by Ordinance No. 19363 of the City Council of the City of Independence, Missouri (the "**City**"), is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended ("**RSMo**"); and

WHEREAS, the District desires to adopt a proposed budget and budget message for the District for fiscal year 2026 and to submit such proposed budget to the City;

WHEREAS, the District desires to adopt an annual budget for the operation of the District for fiscal year 2026, but, if appropriate, the District may reconsider such annual budget pursuant to any written comments received from the City or if the District fails to receive written consent from the City.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EASTGATE COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. The District hereby adopts as its proposed annual budget and budget message for the fiscal year ending June 30, 2026, the budget and budget message which are attached hereto as **Exhibit A** and which are incorporated herein by reference.

2. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the EastGate Commerce Center Community Improvement District on May 23, 2025.

Executive Director

EXHIBIT A

PROPOSED ANNUAL BUDGET AND BUDGET MESSAGE

EastGate Commerce Center
Community Improvement District

Located in the City of Independence, Missouri

Fiscal Year 2026 Budget

EastGate Commerce Center
Community Improvement District

Fiscal Year 2026 Budget

Budget Message

The EastGate Commerce Center Community Improvement District (the "District") was formed as a political subdivision of the State of Missouri on August 15, 2022 by virtue of an ordinance approved by the City Council of Independence, Missouri. The stated purpose of the District is to provide funding for public improvements within the District. The District adopted a fiscal year from July 1 to June 30.

Important Budget Features

The District's source of revenue is anticipated to initially be a 1% Community Improvement District Sales Tax, a special purpose tax levied pursuant to the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 of the Missouri statutes. The District also may impose special assessments.

Major Changes from Previous Fiscal Year

The District is not expected to start collecting sales tax during Fiscal Year 2026.

EastGate Commerce Center
Community Improvement District

	2024 Actual	2025 YTD*	2025 Budget	2026 Budget
Collections				
Sales Tax Revenue	$ -	$ -	$ -	$ -
Interest	$ -	$ -	$ -	$ -
Special Assessments	$ -	$ -	$ -	$ 28,718.30
Total Collections	$ -	$ -	$ -	$ 28,718.30
Disbursements				
City Administrative Fee	$ -	$ -	$ -	$ 287.18
Directors & Officers Liability Insurance	$ -	$ -	$ -	$ 1,400.00
Legal Fees	$ -	$ -	$ -	$ 2,000.00
Hold for Improvements and Maintenance	$ -	$ -	$ -	$ 20,031.12
Election Fees	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -
Total Disbursements	$ -	$ -	$ -	$ 23,718.30
Increase (decrease) in cash	$ -	$ -	$ -	$ 5,000.00
Cash balance at beginning of period	$ -	$ -	$ -	$ -
Cash balance at end of period	$ -	$ -	$ -	$ 5,000.00

*as of 2/28/25

GILMORE BELL

2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

October 20, 2025

Susanne Holland, City Clerk
City of Independence
111 East Maple Ave.
Independence, MO 64050

Re: HUB Drive Community Improvement District
Annual Report

Susanne:

This letter is prepared in accordance with Section 67.1471.4 RSMo and serves as the annual report of the HUB Drive Community Improvement District (the "**District**") for the Fiscal Year ending June 30, 2025. The annual reports to the municipal clerk of the City of Independence (the "**City**") and to the Missouri Department of Economic Development for Fiscal Year 2025 have been submitted concurrently on the date stated above. Please retain this report as part of the official records of the City of Independence, and cause this report to be spread upon the records of the City Council.

During fiscal year 2025, the District had revenues of $379,162.76, had expenditures of $359,823.54, and provided no services. The Fiscal Year 2026 budget was submitted to the City for review on March 28, 2025 and was adopted via Resolution 2025-03 on May 19, 2025.

Please contact me if you have questions regarding this report.

Very truly yours,

Tracie M. Maslak

Tracie M. Maslak
Senior Legal Practice Assistant

RESOLUTION 2024-04

HUB DRIVE COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HUB DRIVE COMMUNITY IMPROVEMENT DISTRICT APPROVING LEVY OF THE 2024 SPECIAL ASSESSMENTS.

WHEREAS, the HUB Drive Community Improvement District (the "**District**"), established on June 20, 2023, by Ordinance No. 19450 of the City Council of the City of Independence, Missouri (the "**City**"), is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended ("**RSMo**"); and

WHEREAS, the District approved Resolution 2023-03 on August 30, 2023, which authorized the levy of special assessments (the "**CID Special Assessment**") through the approval of the Special Assessment Petition, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference (the "**Special Assessment Petition**"); and

WHEREAS, the Board of Directors of the District (the "**Board**") desires to approve the 2024 Special Assessments for each lot located within the District in accordance with the Special Assessment Petition (each "**Lot**"), and authorizes District officials and legal counsel to notify the County of the amounts to place on the 2024 tax bill for such Lots.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HUB DRIVE COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Levy Special Assessments

The CID Special Assessment is hereby levied against each Lot in the amount of $0.50 per square foot of gross leasable area of each commercial building within the Lot, as set forth in the Owner Certification of Square Footage, which is hereby approved by the District and attached hereto as **Exhibit A**. The amount of square footage indicated in Exhibit A for each Lot, multiplied by $0.50, shall be levied as the District's special assessment for such Lot for this calendar year.

To the extent that the result of any appeal reduces the gross leasable area of each commercial building upon which this special assessment was based, the amount of the special assessment shall be reduced accordingly and the excess refunded to the property owner.

Section 2. Notification

District officers and legal counsel and City staff are hereby authorized to deliver the pages in Exhibit A to Jackson County staff to arrange for the tax bills to contain the amounts set forth in **Exhibit A** for the appropriate tax parcels.

Section 3. Further Actions

The officers of the District are authorized to execute those documents and take all further actions necessary to carry out the purpose and intent of this Resolution.

Section 4. Immediate Effect

This Resolution shall take effect immediately upon its execution by the Executive Director.

PASSED by the Board of Directors of the HUB Drive Community Improvement District on July 30, 2024.

Executive Director

EXHIBIT A

SPECIAL ASSESSMENT CALCULATIONS AND OWNER CERTIFICATION OF SQUARE FOOTAGE

Lot (from attached Owner Certification)	**Square footage of gross leasable area of commercial buildings**	**2024 Special Assessment**	**Parcel ID 25-430-02-49-01-4-00-000 Allocation (main building)**	**Parcel ID 25-430-02-49-01-3-00-000 Allocation (in-line retail and outlots)**
Lot 1	153,999	$76,999.50	$51,113.05	$25,886.45
Lot 2	4,243	2,121.50	-	2,121.50
Lot 3	-	-	-	-
Lot 4	6,639	3,319.50	-	3,319.50
Lot 5	-	-	-	-
Total	**164,881**	**$82,440.50**	**$51,113.05**	**$31,327.45**

[See Attached Owner Certification of Square Footage]

OWNER CERTIFICATION OF SQUARE FOOTAGE

The undersigned, as owner of all taxable real property within the HUB Drive Community Improvement District (the "CID") in Independence, Missouri, comprised of the lots designated below, hereby certifies for purposes of the CID's imposition of a special assessment in the amount of $0.50 per square foot of gross leasable area of each commercial building within the CID, that the square footage of gross leasable area of commercial buildings within the CID as of January 1, 2024 is as follows:

Lot (from attached Final Plat)	**Square footage of gross leasable area of commercial buildings**
Lot 1	153,999
Lot 2	4,243
Lot 3	0
Lot 4	6,639
Lot 5	0
Total	**164,881**

T-L HUB LLC,
a Delaware limited liability company

By: _____
Name: Richard F. Dube
Its: President

Date: 6/3/2024

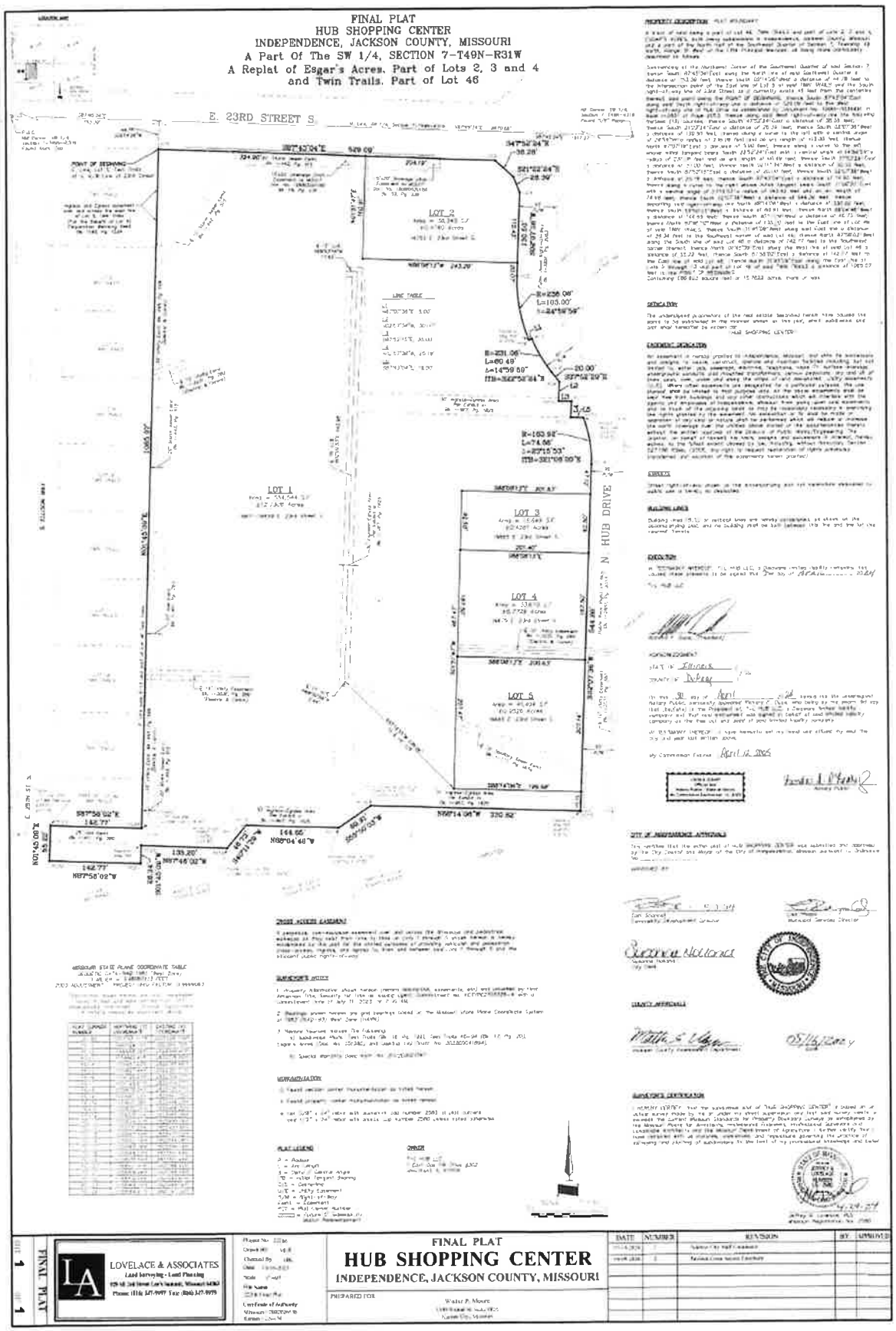

FINAL PLAT
HUB SHOPPING CENTER
INDEPENDENCE, JACKSON COUNTY, MISSOURI
A Part Of The SW 1/4, SECTION 7-T49N-R31W
A Replat of Esgar's Acres, Part of Lots 2, 3 and 4
and Twin Trails, Part of Lot 46
E. 23RD STREET S.
N. HUB DRIVE
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LINE TABLE
LOVELACE & ASSOCIATES
Land Surveying - Land Planning
FINAL PLAT
HUB SHOPPING CENTER
INDEPENDENCE, JACKSON COUNTY, MISSOURI
PREPARED FOR
Walter P. Mount
DATE
NUMBER
REVISION
BY
APPROVED

EXHIBIT B

SPECIAL ASSESSMENT PETITION

[See Attached]

SPECIAL ASSESSMENT PETITION

The HUB Drive Community Improvement District ("District") shall be authorized to levy special assessments ("CID Special Assessments") against real property benefited within the District for the purpose of providing revenue for the Eligible Improvements and the Eligible Services. Capitalized terms not expressly defined herein shall have the same meaning ascribed to them in the Petition for Establishment of the HUB Drive Community Improvement District (the "Petition").

CID Special Assessments shall be levied against the gross leasable area of each commercial building within each tax parcel within the District which receives special benefit as a result of such service and/or projects, the cost of which shall be allocated among the property that is subject to the CID Special Assessment; provided, however, that the levy rate of the CID Special Assessment shall not exceed $0.50 per square foot of gross leasable area of each commercial building within the District.

Authorization to levy the CID Special Assessments shall expire at such time as the District is terminated in accordance with the Act. The real property which will receive special benefit from the District's services and/or improvements are as follows:

Parcel ID	AV 2022
25-430-02-49-01-3-00-000	$ 768,000
25-430-02-49-01-4-00-000	$ 1,152,000
25-430-09-03-00-0-00-000	$ 14,400
Total	**$ 1,934,400**

By submitting this petition, it is acknowledged that the benefitted properties are benefitted or presumed to be benefitted.

RESOLUTION 2025-01

HUB DRIVE COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HUB DRIVE COMMUNITY IMPROVEMENT DISTRICT APPOINTING OFFICERS OF THE DISTRICT.

WHEREAS, the HUB Drive Community Improvement District (the "**District**"), established on June 20, 2023, by Ordinance No. 19450 of the City Council of the City of Independence, Missouri (the "**City**"), is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended ("**RSMo**"); and

WHEREAS, the District Bylaws require that the Board of Directors of the District (the "**Board**") appoint a Chairman, Vice Chairman, Executive Director, Secretary and Treasurer, and such other officers as the Board deems necessary; and

WHEREAS, the Board desires to appoint a Chairman, Vice Chairman, Executive Director, Secretary and Treasurer in accordance with the District Bylaws.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HUB DRIVE COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. Tom Scannell is appointed Chairman of the District.

2. Sam Morris is appointed Vice Chairman of the District.

3. Tom Scannell is appointed Executive Director of the District.

4. Lisa Reynolds is appointed Secretary of the District.

5. Rich Kemple is appointed Treasurer of the District.

6. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the HUB Drive Community Improvement District on May 19, 2025.

Executive Director

RESOLUTION 2025-02

HUB DRIVE COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HUB DRIVE COMMUNITY IMPROVEMENT DISTRICT APPROVING LEVY OF THE 2025 SPECIAL ASSESSMENTS.

WHEREAS, the HUB Drive Community Improvement District (the "**District**"), established on June 20, 2023, by Ordinance No. 19450 of the City Council of the City of Independence, Missouri (the "**City**"), is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended ("**RSMo**"); and

WHEREAS, the District approved Resolution 2023-03 on August 30, 2023, which authorized the levy of special assessments (the "**CID Special Assessment**") through the approval of the Special Assessment Petition, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference (the "**Special Assessment Petition**"); and

WHEREAS, the Board of Directors of the District (the "**Board**") desires to approve the 2025 Special Assessments for each lot located within the District in accordance with the Special Assessment Petition (each "**Lot**"), and authorizes District officials and legal counsel to notify the County of the amounts to place on the 2025 tax bill for such Lots.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HUB DRIVE COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Levy Special Assessments

The CID Special Assessment is hereby levied against each Lot in the amount of $0.50 per square foot of gross leasable area of each commercial building within the Lot, as set forth in the Owner Certification of Square Footage, which is hereby approved by the District and attached hereto as **Exhibit A**. The amount of square footage indicated in Exhibit A for each Lot, multiplied by $0.50, shall be levied as the District's special assessment for such Lot for this calendar year.

To the extent that the result of any appeal reduces the gross leasable area of each commercial building upon which this special assessment was based, the amount of the special assessment shall be reduced accordingly and the excess refunded to the property owner.

Section 2. Notification

District officers and legal counsel and City staff are hereby authorized to deliver the pages in Exhibit A to Jackson County staff to arrange for the tax bills to contain the amounts set forth in **Exhibit A** for the appropriate tax parcels.

Section 3. Further Actions

The officers of the District are authorized to execute those documents and take all further actions necessary to carry out the purpose and intent of this Resolution.

Section 4. Immediate Effect

This Resolution shall take effect immediately upon its execution by the Executive Director.

PASSED by the Board of Directors of the HUB Drive Community Improvement District on May 19, 2025.

Executive Director

EXHIBIT A

SPECIAL ASSESSMENT CALCULATIONS AND OWNER CERTIFICATION OF SQUARE FOOTAGE

Lot (from attached Owner Certification)	**Parcel No.**	**Square footage of gross leasable area of commercial buildings**	**2025 Special Assessment**
Lot 1	24-430-02-60-00-0-00-000	153,999	$76,999.50
Lot 2	24-430-02-56-00-0-00-000	4,243	2,121.50
Lot 3	24-430-02-59-00-0-00-000	-	-
Lot 4	24-430-02-58-00-0-00-000	6,639	3,319.50
Lot 5	24-430-02-57-00-0-00-000	-	-
Total		**164,881**	**$82,440.50**

[See Attached Owner Certification of Square Footage]

OWNER CERTIFICATION OF SQUARE FOOTAGE

The undersigned, as owner of all taxable real property within the HUB Drive Community Improvement District (the "CID") in Independence, Missouri, comprised of the lots designated below, hereby certifies for purposes of the CID's imposition of a special assessment in the amount of $0.50 per square foot of gross leasable area of each commercial building within the CID, that the square footage of gross leasable area of commercial buildings within the CID as January 1, 2025 is as follows:

Lot (from attached Final Plat)	**Square footage of gross leasable area of commercial buildings**
Lot 1	153,999
Lot 2	4,243
Lot 3	0
Lot 4	6,639
Lot 5	0
Total	**164,881**

T-L HUB LLC,
a Delaware limited liability company

By: _____
Name: Richard F. Dube
Its: President

Date: March 4, 2025

EXHIBIT B

SPECIAL ASSESSMENT PETITION

[See Attached]

SPECIAL ASSESSMENT PETITION

The HUB Drive Community Improvement District ("District") shall be authorized to levy special assessments ("CID Special Assessments") against real property benefited within the District for the purpose of providing revenue for the Eligible Improvements and the Eligible Services. Capitalized terms not expressly defined herein shall have the same meaning ascribed to them in the Petition for Establishment of the HUB Drive Community Improvement District (the "Petition").

CID Special Assessments shall be levied against the gross leasable area of each commercial building within each tax parcel within the District which receives special benefit as a result of such service and/or projects, the cost of which shall be allocated among the property that is subject to the CID Special Assessment; provided, however, that the levy rate of the CID Special Assessment shall not exceed $0.50 per square foot of gross leasable area of each commercial building within the District.

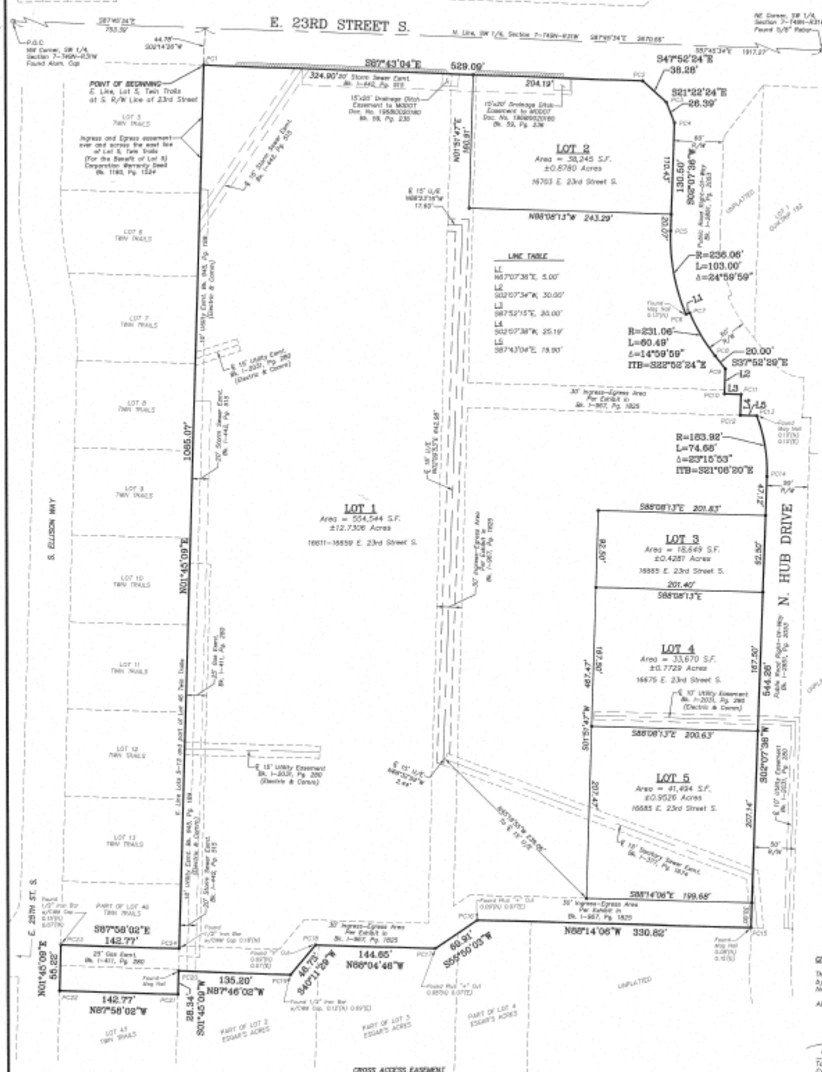
Authorization to levy the CID Special Assessments shall expire at such time as the District is terminated in accordance with the Act. The real property which will receive special benefit from the District's services and/or improvements are as follows:

Parcel ID	AV 2022
25-430-02-49-01-3-00-000	$ 768,000
25-430-02-49-01-4-00-000	$ 1,152,000
25-430-09-03-00-0-00-000	$ 14,400
Total	**$ 1,934,400**

By submitting this petition, it is acknowledged that the benefitted properties are benefitted or presumed to be benefitted.

FINAL PLAT
HUB SHOPPING CENTER
INDEPENDENCE, JACKSON COUNTY, MISSOURI
A Part Of The SW 1/4, SECTION 7-T49N-R31W
A Replat of Esgar's Acres, Part of Lots 2, 3 and 4 and Twin Trails, Part of Lot 46

LOCATION MAP



PROPERTY DESCRIPTION PLAT BOUNDARY

A tract of land being a part of Lot 46, TWIN TRAILS and part of Lots 2, 3 and 4, ESGAR'S ACRES, both being subdivisions in Independence, Jackson County, Missouri and a part of the North Half of the Southwest Quarter of Section 7, Township 49 North, Range 31 West of the Fifth Principal Meridian, all being more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 7; thence South 87°45'34"East along the North line of said Southwest Quarter a distance of 753.39 feet; thence South 02°14'26"West a distance of 44.78 feet to the intersection point of the East line of Lot 5 of said TWIN TRAILS and the South right-of-way line of 23rd Street as it currently exists 45 feet from the centerline thereof, said point being the POINT OF BEGINNING; thence South 87°43'04"East along said South right-of-way line a distance of 529.09 feet to the West right-of-way line of Hub Drive as established by Document No. 1991I-0035491 in Book I-2851 at Page 2053; thence along said West right-of-way line the following thirteen (13) courses; thence South 47°52'24"East a distance of 38.28 feet; thence South 21°22'24"East a distance of 26.39 feet; thence South 02°07'36"West a distance of 130.50 feet; thence along a curve to the left with a central angle of 24°59'59" a radius of 236.06 feet and an arc length of 103.00 feet; thence North 67°07'36"East a distance of 5.00 feet; thence along a curve to the left whose initial tangent bears South 22°52'24"East with a central angle of 14°59'59" a radius of 231.06 feet and an arc length of 60.49 feet; thence South 37°52'29"East a distance of 20.00 feet; thence South 02°07'34"West a distance of 30.00 feet; thence South 87°52'15"East a distance of 20.00 feet; thence South 02°07'38"West a distance of 25.19 feet; thence South 87°43'04"East a distance of 19.90 feet; thence along a curve to the right whose initial tangent bears South 21°06'20"East with a central angle of 23°15'53" a radius of 183.92 feet and an arc length of 74.68 feet; thence South 02°07'38"West a distance of 544.26 feet; thence departing said right-of-way line North 88°14'06"West a distance of 330.82 feet; thence South 55°50'03"West a distance of 60.91 feet; thence North 88°04'46"West a distance of 144.65 feet; thence South 40°11'29"West a distance of 46.73 feet; thence North 87°46'02"West a distance of 135.20 feet to the East line of Lot 46 of said TWIN TRAILS; thence South 01°45'09"West along said East line a distance of 28.34 feet to the Southeast corner of said Lot 46; thence North 87°58'02"West along the South line of said Lot 46 a distance of 142.77 feet to the Southwest corner thereof; thence North 01°45'09"East along the West line of said Lot 46 a distance of 55.22 feet; thence South 87°58'02"East a distance of 142.77 feet to the East line of said Lot 46; thence North 01°45'09"East along the East line of Lots 5 through 13 and part of Lot 46 of said TWIN TRAILS a distance of 1065.07 feet to the POINT OF BEGINNING.
Containing 686,603 square feet or 15.7622 acres, more or less.

DEDICATION

The undersigned proprietors of the real estate described herein have caused the same to be subdivided in the manner shown on this plat, which subdivision and plat shall hereafter be known as:
"HUB SHOPPING CENTER"

EASEMENT DEDICATION

An easement is hereby granted to Independence, Missouri, and unto its successors and assigns, to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, electrical, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land designated utility easements (U/E). Where other easements are designated for a particular purpose, the use thereof shall be limited to that purpose only. All the above easements shall be kept free from buildings and any other obstructions which will interfere with the agents and employees of Independence, Missouri from going upon said easements and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement. No excavation or fill shall be made or operation of any kind or nature shall be performed which will reduce or increase the earth coverage over the utilities above stated or the appurtenances thereto without the written approval of the Director of Public Works/Engineering. The Grantor, on behalf of himself, his heirs, assigns and successors in interest, hereby waives, to the fullest extent allowed by law, including, without limitation, Section 527.188 RSMo. (2005), any right to request restoration of rights previously transferred and vacation of the easements herein granted).

STREETS

Street right-of-way shown on the accompanying plat not heretofore dedicated to public use is hereby so dedicated.

BUILDING LINES

Building lines (B/L) or setback lines are hereby established, as shown on the accompanying plat, and no building shall be built between this line and the lot line nearest thereto.

EXECUTION

IN TESTIMONY WHEREOF: T-L HUB LLC, a Delaware limited liability company, has caused these presents to be signed this 30th day of April, 2024

T-L HUB LLC

[signature]
Richard F. Dube, (President)

ACKNOWLEDGMENT:

STATE OF Illinois) SS
COUNTY OF DuPage)

On this 30 day of April 2024 before me the undersigned Notary Public, personally appeared Richard F. Dube, who being by me sworn did say that (he)(she) is the President of, T-L HUB LLC, a Delaware limited liability company and that said instrument was signed in behalf of said limited liability company as the free act and deed of said limited liability company.

IN TESTIMONY THEREOF: I have hereunto set my hand and affixed my seal the day and year last written above.

My Commission Expires: April 12, 2025

LINDA A OLEARY Official Seal Notary Public - State of Illinois My Commission Expires Apr 12, 2025

[signature]
Notary Public

CITY OF INDEPENDENCE APPROVALS

This certifies that the within plat of HUB SHOPPING CENTER was submitted and approved by the City Council and Mayor of the City of Independence, Missouri pursuant to Ordinance No.__________

APPROVED BY:

[signature] 5-2-24
Tom Scannell
Community Development Director

[signature]
Lisa Phelps
Municipal Services Director

[signature]
Susanne Holland
City Clerk

THE CITY OF INDEPENDENCE MISSOURI [seal]

COUNTY APPROVALS

[signature]
Jackson County Assessment Department

05/16/2024
Date

CROSS ACCESS EASEMENT

A perpetual, non-exclusive easement over and across the driveways and pedestrian walkways as they exist from time to time on Lots 1 through 5 shown hereon is hereby established by this plat for the limited purposes of providing vehicular and pedestrian cross-access, ingress, and egress to, from and between said Lots 1 through 5 and the adjacent public rights-of-way.

SURVEYOR'S NOTES

1. Property information shown hereon (record description, easements, etc) was provided by First American Title, Security 1st Title as issuing agent, Commitment No. KCTYPE2705326-4 with a commitment date of July 31, 2023, at 7:00 AM.

2. Bearings shown hereon are grid bearings based on the Missouri State Plane Coordinate System of 1983 (NAD-83) West Zone (HARN).

3. Record Sources include The Following:
   a) Subdivision Plats: Twin Trails (Bk. 16, Pg. 129), Twin Trails 46-94 (Bk. 17, Pg. 20), Esgar's Acres (Doc. No. 551380) and Quiktrip 192 (Instr. No. 2022E0041894).
   b) Special Warranty Deed Instr. No. 2022E0021597

MONUMENTATION

□ Found section corner monumentation as noted hereon.

○ Found property corner monumentation as noted hereon.

• Set 5/8" x 24" rebar with aluminum cap number 2580 at plat corners and 1/2" x 24" rebar with plastic cap number 2580 unless noted otherwise.

PLAT LEGEND

R = Radius
L = Arc Length
Δ = Delta / Central Angle
ITB = Initial Tangent Bearing
C/L = Centerline
U/E = Utility Easement
R/W = Right-of-Way
Esmt. = Easement
PC# = Plat Corner Number
▭ = Future 5' Sidewalk by MoDot Redevelopment

OWNER

T-L HUB LLC
1 East Oak Hill Drive #302
Westmont, IL 60559

MISSOURI STATE PLANE COORDINATE TABLE

GEODETIC DATA-NAD 1983 (West Zone)
1 METER = 3.28083333 FEET
2003 ADJUSTMENT PROJECT GRID FACTOR: 0.9999063

Coordinates shown hereon are Grid Coordinates Valued in feet and were derived from GPS observations referenced to Missouri Department of Natural Resources Monument JA-66

PLAT CORNER NUMBER	NORTHING (Y) COORDINATE	EASTING (X) COORDINATE
JA-66	1053701.317ft	2825534.708ft
PC-1	1060026.15ft	2821019.79ft
PC-2	1060058.08ft	2822346.41ft
PC-3	1059982.41ft	2822376.60ft
PC-4	1059957.83ft	2822385.46ft
PC-5	1059827.44ft	2822351.57ft
PC-6	1059726.93ft	2822399.97ft
PC-7	1059728.87ft	2822404.57ft
PC-8	1059678.84ft	2822435.07ft
PC-9	1059661.05ft	2822447.35ft
PC-10	1059657.28ft	2822448.23ft
PC-11	1059635.74ft	2822466.22ft
PC-12	1059605.15ft	2822465.28ft
PC-13	1059604.37ft	2822485.16ft
PC-14	1059537.23ft	2822497.41ft
PC-15	1058987.40ft	2822477.22ft
PC-16	1058997.58ft	2822145.58ft
PC-17	1058961.38ft	2822096.19ft
PC-18	1058968.27ft	2821950.84ft
PC-19	1058932.94ft	2821921.45ft
PC-20	1058937.81ft	2821788.40ft
PC-21	1058909.48ft	2821785.03ft
PC-22	1058914.55ft	2821642.87ft
PC-23	1058969.74ft	2821644.56ft
PC-24	1058964.67ft	2821787.22ft

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY, that the subdivision plat of "HUB SHOPPING CENTER" is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current Missouri Standards for Property Boundary Surveys as established by the Missouri Board for Architects, Professional Engineers, Professional Surveyors and Landscape Architects and the Missouri Department of Agriculture. I further certify that I have complied with all statutes, ordinances, and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.

STATE OF MISSOURI JEFFREY B. LOVELACE NUMBER LS-2580 [seal]

[signature] 4-29-24
Jeffrey B. Lovelace, PLS
Missouri Registration No. 2580

SHT 1 OF 1 — FINAL PLAT

LOVELACE & ASSOCIATES
Land Surveying - Land Planning
929 SE 3rd Street Lee's Summit, Missouri 64063
Phone: (816) 347-9997 Fax: (816) 347-9979

Project No: 22206
Drawn By: MLR
Checked By: JBL
Date: 10-10-2023
Scale: 1"=60'
File Name: 22206 Final Plat
Certificate of Authority: Missouri - 2002026938 Kansas - LS-154

FINAL PLAT
HUB SHOPPING CENTER
INDEPENDENCE, JACKSON COUNTY, MISSOURI

PREPARED FOR:
Walter P. Moore
1100 Walnut St. Suite 1825
Kansas City, Missouri

DATE	NUMBER	REVISION	BY:	APPROVED
01-18-2024	1	Address City Staff Comments		
04-08-2024	2	Revised Cross Access Easement		

RESOLUTION 2025-03

HUB DRIVE COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HUB DRIVE COMMUNITY IMPROVEMENT DISTRICT APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2026.

WHEREAS, the HUB Drive Community Improvement District (the "**District**"), established on June 20, 2023, by Ordinance No. 19450 of the City Council of the City of Independence, Missouri (the "**City**"), is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended ("**RSMo**"); and

WHEREAS, the District desires to adopt a proposed budget and budget message for the District for fiscal year 2026 and to submit such proposed budget to the City;

WHEREAS, the District desires to adopt an annual budget for the operation of the District for fiscal year 2026, but, if appropriate, the District may reconsider such annual budget pursuant to any written comments received from the City or if the District fails to receive written consent from the City.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HUB DRIVE COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. The District hereby adopts as its proposed annual budget and budget message for the fiscal year ending June 30, 2026, the budget and budget message which are attached hereto as **Exhibit A** and which are incorporated herein by reference.

2. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the HUB Drive Community Improvement District on May 19, 2025.

Executive Director

EXHIBIT A

PROPOSED ANNUAL BUDGET AND BUDGET MESSAGE

HUB Drive
Community Improvement District

Located in the City of Independence, Missouri

Fiscal Year 2026 Budget

HUB Drive
Community Improvement District

Fiscal Year 2026 Budget

Budget Message

The HUB Drive Community Improvement District (the "District") was formed as a political subdivision of the State of Missouri on June 20, 2023 by virtue of an ordinance approved by the City Council of Independence, Missouri. The stated purpose of the District is to provide funding for public improvements within the District. The District adopted a fiscal year from July 1 to June 30.

Important Budget Features

The District's source of revenue is anticipated to initially be a 1% Community Improvement District Sales Tax and special assessments.

Major Changes from Previous Fiscal Year

None.

HUB Drive
Community Improvement District

	2024 Actual	2024 Budget	2025 Budget	2026 Budget
Collections				
Sales Tax Revenue	$ 44,995.00	$ 75,000.00	$ 365,000.00	$ 300,000.00
Interest	$ -	$ -	$ -	$ -
Special Assessments	$ -	$ -	$ 80,247.00	$ 82,440.50
Total Collections	$ 44,995.00	$ 75,000.00	$ 445,247.00	$ 382,440.50
Disbursements				
Distribution to EATS Account	$ 22,497.00	$ -	$ 182,500.00	$ 150,000.00
City Administrative Fee	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
Directors & Officers Liability Insurance	$ 1,089.00	$ 1,200.00	$ 1,300.00	$ 1,300.00
Legal Fees	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
Debt Service	$ -	$ 56,800.00	$ 254,447.00	$ 216,640.50
Audit Fees	$ -	$ -	$ -	$ 6,700.00
Other	$ 60.22	$ -	$ -	$ 800.00
Total Disbursements	$ 30,646.22	$ 65,000.00	$ 445,247.00	$ 382,440.50
Increase (decrease) in cash	$ 14,348.78	$ 10,000.00	$ -	$ -
Cash balance at beginning of period	$ -	$ -	$ 10,000.00	$ 10,000.00
Cash balance at end of period	$ 14,348.78	$ 10,000.00	$ 10,000.00	$ 10,000.00

GILMORE BELL

2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

October 20, 2025

Susanne Holland, City Clerk
City of Independence
111 East Maple Ave.
Independence, MO 64050

Re: Independence Square Community Improvement District
Annual Report

Susanne:

This letter is prepared in accordance with Section 67.1471.4 RSMo and serves as the annual report of the Independence Square Community Improvement District (the "**District**") for the Fiscal Year ending June 30, 2025. Enclosed please find copies of written resolutions passed by the District's Board of Directors during Fiscal Year 2025. The annual reports to the municipal clerk of the City of Independence (the "**City**") and to the Missouri Department of Economic Development for Fiscal Year 2025 have been submitted concurrently on the date stated above. Please retain this report as part of the official records of the City of Independence, and cause this report to be spread upon the records of the City Council.

During fiscal year 2025, the District had revenues of $113,369.70, had expenditures of $106,435.28, and provided no services. The Fiscal Year 2026 budget was submitted to the City for review on March 24, 2025 and was adopted via Resolution 2025-02 on May 14, 2025.

Please contact me if you have questions regarding this report.

Very truly yours,

Tracie M. Maslak

Tracie M. Maslak
Senior Legal Practice Assistant

Enclosure

RESOLUTION 2025-01

INDEPENDENCE SQUARE COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDEPENDENCE SQUARE COMMUNITY IMPROVEMENT DISTRICT APPOINTING OFFICERS OF THE DISTRICT.

WHEREAS, the Independence Square Community Improvement District (the "**District**"), established on August 3, 2020, by Ordinance No. 19146 of the City Council of the City of Independence, Missouri (the "**City**"), is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended ("**RSMo**"); and

WHEREAS, the District Bylaws require that the Board of Directors of the District (the "**Board**") appoint a Chairman, Vice Chairman, Executive Director, Secretary and Treasurer, and such other officers as the Board deems necessary; and

WHEREAS, the Board desires to appoint a Chairman, Vice Chairman, Executive Director, Secretary and Treasurer in accordance with the District Bylaws.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDEPENDENCE SQUARE COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. Sean Fite is appointed Chairman of the District.

2. Yvonne Hall is appointed Vice Chairman of the District.

3. Sean Fite is appointed Executive Director of the District.

4. Amy Knipp is appointed Secretary of the District.

5. Yvonne Hall is appointed Treasurer of the District.

6. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the Independence Square Community Improvement District on May 14, 2025.

Sean Fite

Executive Director

RESOLUTION 2025-02

INDEPENDENCE SQUARE COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDEPENDENCE SQUARE COMMUNITY IMPROVEMENT DISTRICT APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2026.

WHEREAS, the Independence Square Community Improvement District (the "**District**"), established on August 3, 2020, by Ordinance No. 19146 of the City Council of the City of Independence, Missouri (the "**City**"), is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended ("**RSMo**"); and

WHEREAS, the District desires to adopt a proposed budget and budget message for the District for fiscal year 2026 and to submit such proposed budget to the City;

WHEREAS, the District desires to adopt an annual budget for the operation of the District for fiscal year 2026, but, if appropriate, the District may reconsider such annual budget pursuant to any written comments received from the City or if the District fails to receive written consent from the City.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDEPENDENCE SQUARE COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. The District hereby adopts as its proposed annual budget and budget message for the fiscal year ending June 30, 2026, the budget and budget message which are attached hereto as **Exhibit A** and which are incorporated herein by reference.

2. This Resolution shall take effect immediately upon its execution by the Executive Director.

PASSED by the Board of Directors of the Independence Square Community Improvement District on May 14, 2025.

Executive Director

EXHIBIT A

PROPOSED ANNUAL BUDGET AND BUDGET MESSAGE

Independence Square
Community Improvement District

Located in the City of Independence, Missouri

Fiscal Year 2026 Budget

Independence Square
Community Improvement District

Fiscal Year 2026 Budget

Budget Message

The Independence Square Community Improvement District (the "District") was formed as a political subdivision of the State of Missouri on August 3, 2020 by virtue of an ordinance approved by the City Council of Independence, Missouri. The stated purpose of the District is to provide funding for public improvements within the District. The District adopted a fiscal year from July 1 to June 30.

Important Budget Features

The District's source of revenue is anticipated to initially be a 1% Community Improvement District Sales Tax, a special purpose tax levied pursuant to the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 of the Missouri statutes.

Important Changes from Previous Fiscal Year

None.

Independence Square
Community Improvement District

	2024 Actual	2025 YTD*	2025 Budget	2026 Budget
Collections				
Sales Tax Revenue	$ 110,204.47	$ 77,226.65	$ 105,000.00	$ 115,000.00
Interest	$ -	$ -	$ -	$ -
Total Collections	$ 110,204.47	$ 77,226.65	$ 105,000.00	$ 115,000.00
Disbursements				
Administrative Fee	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ 12,000.00
Directors & Officers Liability Insurance	$ 1,924.00	$ -	$ 2,200.00	$ 2,200.00
Legal Fees	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
Reimbursement to ISMS**	$ 77,104.68	$ 71,769.16	$ 88,800.00	$ 98,800.00
Election Fees	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -
Total Disbursements	$ 93,028.68	$ 85,769.16	$ 105,000.00	$ 115,000.00
Increase (decrease) in cash	$ 17,175.79	$ (8,542.51)	$ -	$ -
Cash balance at beginning of period	$ 45,053.84	$ 62,229.63	$ 17,000.00	$ 17,000.00
Cash balance at end of period	$ 62,229.63	$ 53,687.12	$ 17,000.00	$ 17,000.00

*As of 2/28/25

**Reimbursement to ISMS includes any monies spent by ISMS on behalf of the District including, but not limited to, any legal fees, election fees, any other fees incurred prior to the imposition and collection of the sales tax, or reimbursement of any advanced project expenditures.