



City Council REGULAR MEETING

November 17, 2025

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

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

INVOCATION

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

THE PLEDGE OF ALLEGIANCE

ROLL CALL

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 passed 7-0 Res. No. 7178**

PROCLAMATIONS

CITIZEN REQUESTS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Council action is requested to authorize the City Manager to issue Change Order #1 to Purchase Order 25001038 to Walter P Moore in the amount of \$14,660.00, for a new total of \$113,375.00, for a change in scope for design services and fee schedule for the replacement of the Rock Creek Trail pedestrian bridge for the Parks and Recreation Department. **Item approved 7-0**
2. Council action is requested to authorize the City Manager to execute a design

services contract and issue a purchase order to Kimley-Horn and Associates for an amount not to exceed \$463,585, and authorizing change orders of up to ten percent (10%) of the authorized amount, for the Winner Road Bridge over Canadian Pacific Kansas City (CPKC) Railway as part of the Bridges - GO Bond Project (No. 542601-7).

Approved

3. Council approval is requested to expend \$138,657.06 to the Mid-America Regional Council (MARC) for the City of Independence's participation in the Intergovernmental Agreement related to the disposal of Household Hazardous Waste (HHW) by the Municipal Services Department. **Approved**
4. Council action is requested to authorize the City Manager to execute a construction contract with Superior Bowen Asphalt Co., LLC, for an amount not to exceed \$6,227,548.30, and authorizing change orders of up to ten percent (10%) of the authorized amount, for the FY 26 GO Bond Asphalt Overlay Project (No. 542603-1) as part of the GO Bond - Asphalt Overlay Project (No. 542603). **Item approved 7-0**
5. Council action is requested to authorize the City Manager to execute a construction contract with MegaKC Corporation, for an amount not to exceed \$495,627.00, and authorizing change orders of up to ten percent (10%) of the authorized amount, for the installation of two (2) replacement pumps at the Rock Creek Pump Station (Project No. 302606). **Approved**
6. Council approval is requested to enter into a contract with Symmetry Energy Solutions, LLC, for natural gas supply management services for the Power & Light Department for the period December 1, 2025, through November 30, 2030, with four one-year renewal options at the sole option of the City. **Approved**
7. Council action is requested to authorize the City Manager to execute a Guaranteed Maximum Price Agreement in the amount of \$4,311,948, and authorizing change orders of up to ten percent (10%) of the authorized amount, with Turner Construction Company for Independence Fire Station #8 as part of the New and Replacement Fire Stations Project (No. 172402). **Item approved 7-0**
8. Council action is requested to authorize the City Manager to approve Change Order #1 to the contract (PO# 26000507) with Spaces, Inc., for a new contract totaling \$737,026.76 as part of the Independence Justice Center Project (No. 522401) located at 17221 East 23rd St S. **Item approved 7-0**
9. Council action is requested to issue a purchase order to Miracle Recreation in the amount of \$102,932.00, and authorizing change orders of up to ten percent (10%) of the authorized amount, for playground equipment for Benton Park for the Parks and Recreation Department. **Item approved 7-0**

RESOLUTIONS

1. 25-801 A resolution adopting the 2026 State Legislative Agenda. **Approved Res. No. 7179**
2. 25-802 A resolution approving a Preliminary Plat of Eastgate Commerce Center located at the northeast corner of Little Blue Parkway and M-78 Hwy in Independence, Missouri. **Approved Res. No. 7180**
3. 25-803 A resolution reappointing Lupe Moe and Charline Gray to the Human Relations Commission **Approved Res. No. 7181**
4. 25-804 A resolution reappointing Charline Gray and Patrick Casey to the Public Safety Tax Oversight Committee **Approved Res. No. 7182**
5. 25-805 A resolution reappointing Wes Epperson, Pam Wishon, Marcie Gragg, and Libet Ojeda to the Street Improvement Oversight Committee **Approved Res. No. 7183**
6. 25-806 A resolution reappointing Anthony Sommer to the Sustainability Commission **Approved Res. No. 7184**
7. 25-807 A resolution reappointing Ron Bruch to the Tax Increment Finance Committee **Approved Res. No. 7185**
8. 25-808 A resolution reappointing Robie Mathews to the Truman Memorial Scholarship Committee **Approved Res. No. 7186**
9. 25-809 A resolution appointing Ron Clemons to the Independence Harry S. Truman Award Commission **Approved Res. No. 7187**

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the Taxable Industrial Development Revenue Bonds for the Power Generation Project. **Full Public Hearing.**

25-107 **1R** An Ordinance Approving a Plan for Industrial Development for a Power Generation Project located at 21500 East Truman Road, Independence, Missouri. **1R Read**

ORDINANCES

1. 25-103 **2R** An Ordinance Amending Ordinance No. 7755 And Ordinance No. 18924 Concerning Membership Criteria for the Independence Square Advisory Board. **2R Item passes 7-0 Ord. No. 19749**
2. 25-104 **2R** 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. **2R Item passes 7-0 Ord. No. 19750**
3. 25-105 **2R** 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. **2R Item passes 7-0 Ord. No. 19751**
4. 25-106 **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 passes 6-1 Ord. No. 19752**

FIRST READING(S)

1. 25-108 **1R** An ordinance authorizing the acceptance of funding from the State of Missouri, through a recipient award from the Department of Health and Senior Services, which allocates \$60,059.80 to the City of Independence, Missouri, for a maternal child health program and adopting amendments to the fiscal year 2025-2026 budget, which was approved by ordinance no. 19682. **1R Read**
2. 25-109 **1R** An ordinance authorizing the acceptance of funding from the State of Missouri, through a recipient award from the Department of Elementary and Secondary Education, which allocates \$15,500.00 to the City of Independence, Missouri, for a child care health consultation program and adopting amendments to the fiscal year 2025-2026 budget, which was approved by Ordinance no. 19682. **1R Read**
3. 25-110 **1R** An ordinance authorizing council action to execute an agreement with the Missouri Department of Social Services, Family Support Division at Jefferson City, Missouri, for participation in the Low-Income Home Energy Assistance Program (LIHEAP) during fiscal year 2025-2026 and subsequent years through September 30, 2028; and declaring an emergency. **1R Emergency Item**

passes 7-0 Ord. No. 19753

4. 25-111 **1R** An ordinance authorizing and directing the City Manager to sign and execute for and on behalf of the City, a certain Real Estate Purchase Contract for the purchase of a certain tract of land commonly known as 18414 E. Bundschu Road for the construction, operation, and maintenance of the Bundschu Regional Detention Basin (Project No. 132501) for the sum of \$10,580.00; and to execute all documents, disburse funds, and do all things necessary to consummate said purchase. **1R Read**
5. 25-112 **1R** An ordinance approving a rezoning from District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (Single-Family Residential) and District R-6/PUD (Single-Family Residential/Planned Unit Development) for the properties located north of Farmer Street, south of Nettleton Avenue, east of Spring Street and west of Main Street. **1R Read**
6. 25-113 **1R** An ordinance approving a rezoning from District C-2 (General Commercial) and District C-1 (Neighborhood Commercial) to District R-6 (Single-Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development) for the properties along Dodgion Avenue north of College Street in Independence, Missouri. **1R Read**
7. 25-114 **1R** An ordinance approving a rezoning from District I-1 (Industrial) to District R-12 (Two-Family Residential) for the property located at 1116 S. Woodland Avenue and 1506 W. 23rd Street S. **1R Read**
8. 25-115 **1R** An ordinance approving a Special Use Permit to operate a bed and breakfast at 711 N. Arapaho Street, in Independence, Missouri. **1R Read**
9. 25-116 **1R** An ordinance approving a Special Use Permit to operate a light equipment sales business at 1112 Dickinson Road, in Independence, Missouri. **1R Read**

INFORMATION ONLY

1. 2025 Annual Report for Noland Fashion Square CID
2. 2025 Annual Report for New Town at Harmony CID
3. **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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue Change Order #1 to Purchase Order 25001038 to Walter P Moore in the amount of \$14,660.00, for a new total of \$113,375.00, for a change in scope for design services and fee schedule for the replacement of the Rock Creek Trail pedestrian bridge for the Parks and Recreation Department. **Item approved 7-0**

Recommendations:

Council approval is recommended.

Background:

In June 2023, Parks and Recreation staff removed the Rock Creek Trail pedestrian bridge to prevent it from falling into the creek. The bridge had settled over 3 inches due to stream bank erosion and was unsafe for use.

Parks and Recreation staff contracted with Walter P Moore to evaluate the existing bridge for reuse and reinstallation in the same location. Walter P Moore determined the bridge was structurally sound, but the current location would continue to erode.

In April 2025, Purchase Order 25001038 was issued to Walter P Moore for \$98,715.00 to prepare design plans and technical specifications for the relocation of the existing bridge to a stable section of the stream and design new head walls for the bridge.

The Purchase Order issued to Walter P Moore was based on 2024 rates. Due to delays with surveyors and geotechnical subcontractors, their final report is now projected to be completed in early 2026. Walter P Moore has requested a change order to increase the amount using 2025 rates. In addition, the scope of services with Walter P Moore has been revised to include oversight of the geotechnical requirements to avoid further delays with this project.

Approval of this item shall authorize change orders up to an additional ten percent of the new total amount of the purchase order, provided appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City totals \$113,375.00. Funding was included in the FY2025-26 Adopted Budget on page 137, project 592503.

Council Action:

Department / Contact	Parks, Recreation and Tourism /
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REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Walter P Moore - CO #1 - Rock Creek Amendments

**City of Independence Parks & Recreation
Rock Creek Pedestrian Bridge & Stream Stabilization
City Project No. - TBD**

Amendment No. 1

Walter P Moore 9/29/2025

Item of Work	2025 Billing Rates				Tot Labor Costs	Reimb. Expenses	Sub-Consultant Expenses	Total Fee
	Managing Director	Team Director	Project Manager	Engineer				
	\$330	\$320	\$265	\$200				

PHASE 1. Conceptual Design (15%)

1.01. Pre-design								
A. Complete a pre-design walk through with the City to discuss and identify the limits of the project, limits of topography and boundary information needed, and any other site information which may impact the design of the project.	14	14	6		\$ 10,690			\$ 10,690
B. Develop design criteria for the project and prepare design memorandum, if requested.	1	2	2	4	\$ 2,300			\$ 2,300
1.02. Prepare conceptual plans for two (2) bridge locations and stream bank stabilization, include any topographic features, property owner information, utility service lines and property and easement lines available, as provided by the City.	1	2	1	14	\$ 4,035			\$ 4,035
1.03. Perform quality assurance review.	2	1	2		\$ 1,510			\$ 1,510
1.04. Field Check meeting w/ client: prepare for and attend meeting w/ client to review two (2) conceptual plans.	1	1	4		\$ 1,710			\$ 1,710
1.05. Project Management & Coordination								
A. Correspondence with City on project	4	2	4		\$ 3,020			\$ 3,020
B. Project progress meetings			1		\$ 265			\$ 265
SUBTOTAL CONCEPTUAL DESIGN (15%)	23	22	20	18	\$23,530	0	0	\$ 23,530
Conceptual Design Subtotal - Original Agreement								\$ 21,640
SUBTOTAL CONCEPTUAL DESIGN DIFFERENCE								\$ 1,890

PHASE 2. Preliminary Design (30%)

2.01. Data Collection.								
A. Surveying. The City shall contract with the surveying firm, but the Consulting Engineer will coordinate the field data collection for the project limits as defined.			2	4	\$ 1,980		\$ 10,000	\$ 11,980
1. Control Surveys.								
2. Field surveys.								
3. Field locate geotechnical borings (assumes 1 additional trip by Surveyor).								
B. Geotechnical investigation. The City shall contract with the geotechnical firm to drill exploratory borings at defined locations to determine existing subsurface conditions. The Consulting Engineer will coordinate the drilling locations.			2		\$ 530		\$ 6,500	\$ 7,030
2.02. Prepare preliminary plans.								
A. Cover sheet			0	1	\$ 200			\$ 200
B. General notes and legend			0	1	\$ 200			\$ 200
C. Survey reference information and alignment data sheet			0	4	\$ 800			\$ 800
D. Demolition plan			0	4	\$ 800			\$ 800
E. Bridge plan		2	1	16	\$ 4,105			\$ 4,105
F. Bridge abutments			0	8	\$ 1,600			\$ 1,600
1. Abutment details		1	0	8	\$ 1,920			\$ 1,920
G. Redi-Rock wall: plan & section		2	1	4	\$ 1,705			\$ 1,705
1. Wall details		1	0	8	\$ 1,920			\$ 1,920
H. Erosion and sediment control plan			1	8	\$ 1,865			\$ 1,865
2.03. Perform quality assurance review.	2	2	4		\$ 2,360			\$ 2,360
2.04. Develop preliminary opinion of probable project construction costs		2	2	16	\$ 4,370			\$ 4,370
2.05. Client Meeting: prepare for and attend meeting w/ client to review preliminary plans.	2	2	4		\$ 2,360			\$ 2,360
2.06. Project Management & Coordination								
A. Correspondence with City on project	2	4	2		\$ 2,470			\$ 2,470
B. Project progress meetings			2		\$ 530			\$ 530
SUBTOTAL PRELIMINARY DESIGN (30%)	6	16	21	82	\$29,715	\$0.00	\$0.00	\$ 29,715
Preliminary Design Subtotal - Original Agreement								\$ 27,350
SUBTOTAL PRELIMINARY DESIGN DIFFERENCE								\$ 2,365

Item of Work	2026 Billing Rates (Projected)				Tot Labor Costs	Reimb. Expenses	Sub-Consultant Expenses	Total Fee
	Managing Director	Team Director	Project Manager	Engineer				
	\$335	\$325	\$270	\$205				
PHASE 3. Final Engineering Design (90%)								
3.01. Address City review comments	4	12	4	8	\$ 7,960			\$ 7,960
3.02. Prepare final plans.								
A. Cover sheet			0		\$ -			\$ -
B. General notes and legend			0	1	\$ 205			\$ 205
C. Survey reference information and alignment data sheet			0	1	\$ 205			\$ 205
D. Demolition plan			0	1	\$ 205			\$ 205
E. Grading plan	2		1	12	\$ 3,400			\$ 3,400
F. Bridge plan & profile		2	1	10	\$ 2,970			\$ 2,970
G. Bridge abutments		1	0	8	\$ 1,965			\$ 1,965
1. Abutment details		1	0	1	\$ 530			\$ 530
H. Redi-Rock wall: plan & section		2	1	4	\$ 1,740			\$ 1,740
1. Wall details			0	1	\$ 205			\$ 205
I. Erosion and sediment control plan	2		0	2	\$ 1,080			\$ 1,080
3.03. Prepare Storm Water Pollution Prevention Plan in accordance with City standards	1		1	4	\$ 1,425			\$ 1,425
3.04. Perform quality assurance review.	2	2	4		\$ 2,400			\$ 2,400
3.05. Update preliminary opinion of probable project construction costs	2	2	2	8	\$ 3,500			\$ 3,500
3.06. Client Meeting: prepare for and attend meeting w/ client to review final plans	2	2	4		\$ 2,400			\$ 2,400
3.07. Project Management & Coordination								
A. Correspondence with City on project	2	2	4		\$ 2,400			\$ 2,400
B. Project progress meetings			2		\$ 540			\$ 540
SUBTOTAL FINAL ENGINEERING DESIGN (90%)	17	26	24	61	\$33,130	\$0.00	\$0.00	\$ 33,130
Final Design Subtotal - Original Agreement								\$ 29,855
SUBTOTAL FINAL DESIGN DIFFERENCE								\$ 3,275
PHASE 4. Final Documents - Plans & Technical Specs (100%)								
4.01. Address City review comments	2	2	2	4	\$ 2,680			\$ 2,680
4.02. Prepare final documents								
A. Cover sheet			0		\$ -			\$ -
B. General notes and legend			0		\$ -			\$ -
C. Survey reference information and alignment data sheet			0		\$ -			\$ -
D. Demolition plans			0		\$ -			\$ -
E. Grading plan			0	2	\$ 410			\$ 410
F. Bridge Plan & Profile			0	2	\$ 410			\$ 410
G. Bridge Abutments			0	2	\$ 410			\$ 410
1. Abutment details			0	4	\$ 820			\$ 820
H. Redi-Rock wall: plan & section			0	2	\$ 410			\$ 410
1. Wall details			0	4	\$ 820			\$ 820
I. Erosion and sediment control plan			0	4	\$ 820			\$ 820
J. Technical Specifications			4	20	\$ 5,180			\$ 5,180
4.03. Finalize Storm Water Pollution Prevention Plan in accordance with City standards	1		1	2	\$ 1,015			\$ 1,015
4.04. Perform quality assurance review.	2	2	2		\$ 1,860			\$ 1,860
4.05. Develop preliminary opinion of probable project construction costs			2	16	\$ 3,820			\$ 3,820
4.06. Client Meeting: prepare for and / or attend meeting w/ client to provide final plans and specs.			4		\$ 1,080			\$ 1,080
4.07. Project Management & Coordination								
A. Correspondence with City on project	1	2	4		\$ 2,065			\$ 2,065
B. Project progress meetings			1		\$ 270			\$ 270
SUBTOTAL FINAL DOCUMENTS - PLANS & TECHNICAL SPECS (100%)	6	6	20	62	\$22,070	\$0.00	\$0.00	\$ 22,070
Final Documents Subtotal - Original Agreement								\$ 19,870
SUBTOTAL FINAL DOCUMENTS DIFFERENCE								\$ 2,200
WALTER P MOORE TOTALS	52	70	85	223	\$108,445	\$0	\$0	\$ 9,730

**Rock Creek Pedestrian Bridge and Stream Stabilization Project
City of Independence Parks and Recreation
Amendment No. 2**

10/21/2025 KDM

Item of Work	2025 Billing Rates						Tot Labor Costs	Reimb. Expenses	Sub-Consultant Expenses	Total Fee
	Team Director	Civil Project Manager	Civil Engineer	Civil Graduate Engineer	CAD Manager	CAD Tech.				
	\$320	\$265	\$200	\$175	\$250	\$140				
PHASE 5. Additional Services										
5.01. Develop subcontractor scope of services: Surveying and Geotechnical Engineering	2						\$ 640.00			\$ 640.00
5.02. Answer requests for information / questions from potential subcontractors	6	2					\$ 2,290.00			\$ 2,290.00
5.03. Project Management & Coordination	6						\$ 2,000.00			\$ 2,000.00
							\$ -			\$ -
SUBTOTAL PHASE 5 - ADDITIONAL SERVICES	14	2	0	0	0	0	\$ 4,930.00	\$ -	\$ -	\$ 4,930.00
TOTAL AMENDMENT NO. 2										
	14	2	0	0	0	0	\$ 4,930.00	\$ -	\$ -	\$ 4,930.00

Notes:
Task 5.01 - actual time charges 4/28/25 - 5/22/25
Task 5.02 - actual time charges 7/3/25 - 9/2/25
Task 5.03 - actual time charges 4/28/25 - 9/26/25

CITY OF INDEPENDENCE PARKS & RECREATION
ROCK CREEK PEDESTRIAN BRIDGE & STREAM STABILIZATION
AMENDMENT NO. 1

BASIC SERVICES

Phase 1. Conceptual Design

Consulting Engineer's fee for Phase 1. – Conceptual Design shall be amended to reflect 2025 Billing Rates due to unforeseen and unpredictable project delays, not the fault of the Consulting Engineer.

Phase 2. Preliminary Design

Consulting Engineer's fee for Phase 2. – Preliminary Design shall be amended to reflect 2025 Billing Rates due to unforeseen and unpredictable project delays, not the fault of the Consulting Engineer.

Phase 3. Final Engineering Design

Consulting Engineer's fee for Phase 3. – Final Engineering Design shall be amended to reflect 2026 Billing Rates due to unforeseen and unpredictable project delays, not the fault of the Consulting Engineer.

Phase 4. Final Documents – Plans & Technical Specs

Consulting Engineer's fee for Phase 4. – Final Documents – Plans & Technical Specs shall be amended to reflect 2026 Billing Rates due to unforeseen and unpredictable project delays, not the fault of the Consulting Engineer.

CONTRACT FOR PROFESSIONAL SERVICES

ARTICLE 3 – PERIOD OF SERVICE

Due to unforeseen and unpredictable project delays, not the fault of the Consulting Engineer, the Consulting Engineer requests an amendment to the Period of Service identified in the Contract for Professional Services, dated 4/21/2025, from August 29, 2025 to June 30, 2026.

CITY OF INDEPENDENCE PARKS & RECREATION
ROCK CREEK PEDESTRIAN BRIDGE & STREAM STABILIZATION
AMENDMENT NO. 2

PHASE 5 – ADDITIONAL SERVICES

Deliverable: Two scopes of services, one for professional surveying services and one for geotechnical engineering.

- 1.01.** Develop a scope of services to be used as a template by the City to obtain proposals from interested subcontractors for the following:
 - A. Professional Surveying Services.
 - B. Geotechnical Engineering.
- 1.02.** Assist City staff in answering requests for information / questions from interested subcontractors for both surveying and geotechnical engineering scopes of service.
- 1.03.** Project Management & Coordination
 - A. Attend one (1) meeting with client to coordinate subcontractor scopes of services.
 - B. Correspondence with the City on subcontractor scopes of service.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute a design services contract and issue a purchase order to Kimley-Horn and Associates for an amount not to exceed \$463,585, and authorizing change orders of up to ten percent (10%) of the authorized amount, for the Winner Road Bridge over Canadian Pacific Kansas City (CPKC) Railway as part of the Bridges - GO Bond Project (No. 542601-7). **Approved**

Recommendations:

Council approval is recommended.

Background:

Approval of this item will authorize staff to enter into a contract with, and issue a purchase order to, Kimley-Horn and Associates, to begin design work on the Winner Road Bridge over CPKC Railway (Project No. 542601-7).

The Winner Road over CPKC Railway Bridge was originally planned to be excluded from the Winner Road Complete Streets Project (No. 112403) due to a lack of a funding source. This bridge is classified as being in poor condition and in need of reconstruction. On April 8, 2025, City of Independence residents voted to approve a \$55 million General Obligation Bond (GO Bond) package, which would help fund a variety of public infrastructure improvements. \$15 million of these funds have been earmarked for bridge repairs and/or replacements. These additional funds allow for the incorporation of this bridge into the planned improvements on Winner Road.

Kimley-Horn and Associates is the design firm selected through the RFP process for the Winner Road Complete Streets Project (No. 112403). As the project limits start before and end after the Winner Road over CPKC Railway Bridge, and, to best incorporate all design elements and assets throughout the Winner Road Corridor, City staff have requested a scope and negotiated a fee not to exceed \$463,585, from Kimley-Horn to complete the plans for the Winner Road over CPKC Railway Bridge Project (No. 542601-7).

A new purchase order and design contract is being requested in order to fully distinguish funds being used from the GO Bond and those being used from Street Sales Tax.

A ten (10) percent contingency for minor change orders and/or time extensions is included as part of this request.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is up to \$509,943.50, which includes a 10% contingency. Funding for the GO Bond - Bridges Project (No. 542601) will be tracked and reimbursed through account number 542601-C- 0547054-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Scope of Service - Kimley-Horn - Winner Rd Bridge over CPKC - Project No. 542601-7
2. Design Contract - Kimley-Horn - Winner Road Bridge over CPKC - Project No. 542601-7
3. Project Location - Winner Road Bridge over CPKC

Scope of Services
Winner Road Complete Streets
October 10, 2025

Amendment #5 – Final Bridge Design
Project Understanding

The scope of services includes final bridge design for 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

Task 802 Bridge Final Plans (PS&E Submittal)

Final Bridge Design – This subtask includes the activities and effort related to final geometric modifications, design calculations and design deliverables for the Winner Road Bridge Replacement over the CPKC Railroad.

- Finalize Geometrics
- End Bent Design
- Wingwall Design
- Long. Force Analysis
- Pier Design
- Beam Design
- Deck Slab Design
- Bearing Design
- Deck Drainage Design

- Prepare Bridge Load Rating
- Bridge Quantities
- Working Day Study

90% Bridge Plans - This subtask includes the activities and effort related to 90% bridge plans for the Winner Road Bridge Replacement over the CPKC Railroad. Plan Submittal will include all details required for Final Railroad Submittal. Final Railroad Submittal effort is included in Task 1.2 and will occur once 90% City comments are addressed.

- Prepare General Notes
- Finalize Bridge Plan & Elevation
- Railroad Detail Sheet
- End Bent Details
- Special Wingwall Details
- Vertical Drain Detail
- Pier Details
- Pile & Footing Details
- Bearing Details
- Framing Plans
- Beam Details
- Diaphragm Details
- Camber & Concrete Placement Details
- Deck Slab & Sidewalk Details
- Bridge Barrier Details
- Conduit Details
- Fence Details
- Approach Slab Details
- Barrier Transitions on Approaches
- Boring Data Sheets
- Bill of Reinforcing
- Standard Details

Prepare Structure Special Provisions – This subtask includes the activities and effort related to preparing any structure project special provisions to be incorporated into the project bid documents.

QA/QC – This subtask includes the activities and effort related to project quality control tasks and quality assurance documentation pertaining to the structural subtask activities for the final phase of the project. Quality Control and Assurance will be provided by a senior level Engineer to review plans and calculations as well as documentation of the process to meet the project specific QA/QC Plan. The level of effort assigned to this subtask is based on calculation and detail checks throughout the final

design phase including one (1) submittal/review of the combined plan set prior to submittal.

Final Cost Estimate – This subtask includes the activities and efforts related to preparing a cost estimate based on the final plan development.

Address City Comments - This subtask includes the activities and efforts to revise plans and details per City comments. Kimley-Horn assumes one (1) round of comment revisions will be required.

Final Bridge Plans - This subtask includes the activities and effort related to final bridge plans for the Winner Road Bridge Replacement over the CPKC Railroad. Railroad Final Plan comments will be addressed and incorporated.

- **Package Final Bridge Calculations** – This subtask includes the activities and efforts related to packaging the bridge design calculations for submittal to CPKC Railroad.
- **Bridge Ratings Summary** – This subtask includes the activities and efforts to complete the bridge rating summary for the addition of the new structure to the National Bridge Inventory.
- **Address City Comments** - This subtask includes the activities and efforts to revise final plans and details per City comments. Kimley-Horn assumes one (1) round of comment revisions will be required.

Retaining Design & Detailing - This subtask includes the activities and effort related to designing a total of four (4) retaining walls adjacent to the bridge over CPKC Railroad along Winner Road as well as preparing all details in coordination with roadway layout.

- **Retaining Wall Design** – This subtask includes the activities and efforts related to designing cast-in-place cantilever retaining walls (assumed) for up to four (4) design sections.
- **Detail Typical Sections** – This subtask includes the activities and efforts to developing and detailing typical sections for each retaining wall.
- **Detail Plan & Profiles** - This subtask includes the activities and efforts to developing and detailing the plan and profile for each retaining wall.
- **Special Details** - This subtask includes the activities and efforts to prepare special structural details as needed for each retaining wall.
- **QA/QC** - This subtask includes the activities and effort related to project quality control tasks and quality assurance documentation pertaining to the structural subtask activities for the final phase of the project. Quality Control and Assurance will be provided by a senior level Engineer to review plans and calculations as well as

documentation of the process to meet the project specific QA/QC Plan. The level of effort assigned to this subtask is based on calculation and detail checks throughout the final design phase including one (1) submittal/review of the combined plan set prior to submittal.

Phase 900 Bidding and Construction Phase Services

Task 902 Structural Construction Phase Services

- **Address RFI's** - This subtask includes the activities and efforts related to responding to Contractor requests for information. The scope for this task is limited to the effort reflected in the manhour attachment.
- **Assist w/ Project Bidding** – This subtask includes the activities and efforts related to reviewing final bids to summarize, comment and provide recommendation.
- **Shop Drawing Review** – This subtask includes the activities and efforts related to reviewing Contractor Submittals as dictated by the Construction and Special Project Provisions. Review effort is based on the following assumed submittals: Concrete Beam Shop Drawings, Rebar, Fence, Contractor Shoring and Falsework.
- **Prepare Record Drawing per Contractor/City Redlines.**

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 Final Design (signed and sealed) with OPCC (two bid sets assumed),
2. One digital copy of the project construction manual,
3. CADD file submitted to each of the following: the City, utilities and contractor,
4. Digital copies of the right-of-way and/or easement acquisition documents, and

**CONTRACT FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, City requires Design & 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 TBD.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by TBD.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed
\$463,585.

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:

Adi Smadi; Aal-smadi@indepmo.org

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

ARTICLE 25 – SEPARATE CONTRACTS

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

ARTICLE 26 – ENTIRE CONTRACT

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

ARTICLE 27 – SURVIVAL OF TERMS

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

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

City

By _____

Date _____

Consultant

By _____

Title _____

Date _____

Project Location: Winner Road Bridge over Canadian Pacific Kansas City Railway



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to expend \$138,657.06 to the Mid-America Regional Council (MARC) for the City of Independence's participation in the Intergovernmental Agreement related to the disposal of Household Hazardous Waste (HHW) by the Municipal Services Department. **Approved**

Recommendations:

Council approval is recommended.

Background:

The City participates in an annual Household Hazardous Waste (HHW) event, which will be scheduled for the spring of 2026. This event provides citizens with an opportunity to properly dispose of chemicals that may otherwise be dumped or discarded in ways that could negatively impact the environment, sanitary sewer, or storm sewer systems. Accepted chemicals include paint, antifreeze, oil, gasoline, pesticides, batteries, medications, and other household and lawn & garden chemicals. In addition to the drive-through HHW event, this contract provides Independence residents with free access to hazardous waste drop-off locations in Lee's Summit and Kansas City year-round.

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

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$138,657.06. Funding for the Household Hazardous Waste (HHW) event is included in the FY 2026 adopted budget, on page 173, in account number 0305210-5240, Other Services.

Council Action:

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 2026 Intergovernmental Agreement - HHW - MARC

2026

**Intergovernmental Agreement between the
MARC Solid Waste Management District and
Independence, Missouri relating to the
Regional Household Hazardous Waste Collection Program**

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Independence, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program.

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I *Definitions*

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II *Effective Date*

Independence, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on **January 1, 2026**.

III *Termination*

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating

member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV Duties of Participating Member

- A. **Fees. Independence, Missouri** agrees to pay the sum of **\$138,657.06** to participate in the 2026 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.14 applied to 2024 Population Estimate figures as shown in Attachment One. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.
- B. **Payment.** The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2026. No pro ration of fees is applicable under this agreement.

- C. **Contact Person.** The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V Services Provided by the SWMD

A. **Permanent Collection Facilities.** HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. **Outreach Collections.** Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;

- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;
- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI *Reports*

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII *Insurance*

A. Insurance. The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII *Legal Jurisdiction*

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

Participating Member:

_____ Date: _____

_____ Date: _____

Doug Wylie, Chair

Print Name

Print Title

2026 Regional HHW Collection Program	2024 Population	2026 Rate
Community	Estimates	\$1.14 per capita
Archie	1,279	\$ 1,458.06
Belton	25,861	\$ 29,481.54
Blue Springs	61,246	\$ 69,820.44
Buckner	2,893	\$ 3,298.02
Claycomo Village	1,370	\$ 1,561.80
Cleveland	643	\$ 733.02
Dearborn	506	\$ 576.84
Drexel	821	\$ 935.94
Edgerton	609	\$ 694.26
Excelsior Springs	10,538	\$ 12,013.32
Ferrelview	653	\$ 744.42
Garden City	1,599	\$ 1,822.86
Gladstone	27,579	\$ 31,440.06
Glenaire	536	\$ 611.04
Grain Valley	16,859	\$ 19,219.26
Grandview	26,630	\$ 30,358.20
Greenwood	6,235	\$ 7,107.90
Hardin	554	\$ 631.56
Harrisonville	9,980	\$ 11,377.20
Independence	121,629	\$ 138,657.06
Kearney	11,215	\$ 12,785.10
Lake Lotawana	2,648	\$ 3,018.72
Lake Tapawingo	781	\$ 890.34
Lake Waukomis	941	\$ 1,072.74
Lake Winnebago	1,780	\$ 2,029.20
Lawson	2523	\$ 2,876.22
Liberty	31,245	\$ 35,619.30
Loch Lloyd	1,030	\$ 1,174.20
Lone Jack	1,820	\$ 2,074.80
North Kansas City	5,630	\$ 6,418.20
Oak Grove	9,013	\$ 10,274.82
Orrick	740	\$ 843.60
Parkville	8,980	\$ 10,237.20
Peculiar	6,226	\$ 7,097.64
Platte City	4,867	\$ 5,548.38
Pleasant Hill	8,864	\$ 10,104.96
Pleasant Valley	2,750	\$ 3,135.00
Raymore	25,962	\$ 29,596.68
Raytown	29,244	\$ 33,338.16
Richmond	5,939	\$ 6,770.46
Riverside	4,498	\$ 5,127.72
Smithville	10,971	\$ 12,506.94
Sugar Creek	3,223	\$ 3,674.22
Weatherby Lake	2,125	\$ 2,422.50
Weston	1,837	\$ 2,094.18
Wood Heights	746	\$ 850.44
Unincorporated Cass County	24,927	\$ 28,416.78
Unincorporated Clay County	15,906	\$ 18,132.84
Unincorporated Jackson Co.	23,969	\$ 27,324.66
Unincorporated Platte County	30,603	\$ 34,887.42
Unincorporated Ray County	11,245	\$ 12,819.30

Population Source:

<https://www.census.gov/programs-surveys/popest/data/data-sets.html>

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute a construction contract with Superior Bowen Asphalt Co., LLC, for an amount not to exceed \$6,227,548.30, and authorizing change orders of up to ten percent (10%) of the authorized amount, for the FY 26 GO Bond Asphalt Overlay Project (No. 542603-1) as part of the GO Bond - Asphalt Overlay Project (No. 542603). **Item approved 7-0**

Recommendations:

Council approval is recommended.

Background:

On April 8, 2025, City of Independence residents voted to approve a \$55 million General Obligation Bond (GO Bond) package in order to help fund a variety of public infrastructure improvements. \$30 million of these funds are earmarked for asphalt overlay. This contract for the FY 26 GO Bond - Asphalt Overlay Project (No. 542603-1) is the first installation of these GO Bond-funded asphalt overlay projects and will provide maintenance to approximately 53 lane miles of City-owned roadway.

There were 3 construction bids for this project:

Superior Bowen Asphalt Co., LLC	\$6,227,548.30
J. M. Fahey Construction Company	\$6,726,181.75
Ideker, Inc.	\$7,511,289.00

Superior Bowen has successfully and satisfactorily completed similar projects for the City in the past. Their bid is recommended for approval of this contract.

A ten (10) percent contingency for minor change orders and/or time extensions is included as part of this request.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$6,850,303.13, which includes a 10% contingency. Expenses for the GO Bond - Asphalt Overlay Project (No. 542603) will be tracked and reimbursed through account number 542603-C-0547054-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Official Bid Tab Summary - ITB #25059 - FY26 GO Bond Overlay 542603-1
2. Construction Contract - Superior Bowen - FY 26 GO Bond Overlay Project - No. 542603-1
3. Management Analyst Asphalt Overlay GO BOND 542603 -1 Memo

Invitation to Bid #25059 - Bid Tabulation Results	
FY26 GO Bond - Asphalt Overlay	
CITY PROJECT NO. 542603-1	
28-Oct-25	
Contractor	Base Bid
Superior Bowen Asphalt Co, LLC	\$ 6,227,548.30
J.M Fahey Construction Company	\$ 6,726,181.75
Ideker, Inc.	\$ 7,511,289.00

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 17 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

Superior Bowen Asphalt Co.,

a LLC of the State of Missouri, Party of the Second Part hereinafter called the Contractor, WITNESSETH:

THAT WHEREAS the Owner has caused to be prepared, in accordance with the law, specifications, plans and other contract documents for the work herein described, and has approved and adopted said documents, and has caused to be published in the manner for the time required by law, an advertisement for and in connection with the construction of items in accordance with the terms of this contract known as **FY26 GO Bond Pavement Maintenance Overlay Project; Project No. 542603-1**; 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:

Six-Million, Two-Hundred Twenty-Seven Thousand, Five-Hundred Forty-Eighty and 30/100 Dollars **(\$6,227,548.30)** 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 **one hundred forty (140) 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 the performance of this Contract Agreement will be deemed to have occurred in the State of Missouri and that Contractor's performance under this Contract Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract Agreement shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the Contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

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

CITY OF INDEPENDENCE MISSOURI

Party of the First Part (Owner)

/s/ _____
City Manager

ATTEST:

Susanne Holland, City Clerk

Party of the Second Part (Contractor)

/s/ _____

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



MEMORANDUM

DATE: November 3rd, 2025
TO: Honorable Mayor & Members of the City Council
FROM: Andrew R. Frazier, Management Analyst
SUBJECT: Asphalt Overlay GO BOND Project 542603-1



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

On the Agenda before you is a consent item authorizing the Interim City Manager to enter into an agreement with Superior Bowen Asphalt Company for \$6,227,548.30. This contract covers pavement maintenance at various locations throughout the City (project 542603-1). This project will be funded by the recent GO Bond. The scope of work includes mobilization, site preparation, asphaltting surfaces and patch work, striping, concrete work, sidewalk work, traffic control, and all other related activities.

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

In accordance with Section 34.040 of the Missouri Revised Statutes on Competitive Bidding and Chapter 8, Article 6 of the Independence Code, Municipal Services received 3 bids after the project was published on the public purchase website for 30 days. Municipal Services staff reviewed each firm's qualifications and decided to pursue Superior Bowen Asphalt Company's bid of \$6,227,548.30. The Superior Bowen Asphalt Company's bid is complete and the lowest of the three finalists

Superior Bowen Asphalt Company is headquartered in Kansas City, Missouri. They have provided professional references, personnel qualifications, a list of multiple past projects similar in size and scope in the surrounding metro area, certificate documentation of authority allowing business in Missouri, OSHA Safety Program affidavit, and bid bond.



All bid documents have been reviewed, and I find no provision that would be considered harmful or unacceptable to the City.

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

Respectfully,

Andrew R. Frazier, MPA,
Management Analyst

- C. Lisa Reynolds, Interim City Manager
 Mike Jackson, Director of Municipal Services
 Susanne Holland, City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute a construction contract with MegaKC Corporation, for an amount not to exceed \$495,627.00, and authorizing change orders of up to ten percent (10%) of the authorized amount, for the installation of two (2) replacement pumps at the Rock Creek Pump Station (Project No. 302606). **Approved**

Recommendations:

Council approval is recommended.

Background:

Located at 400 N. Kentucky Road, Independence, MO 64053, the Rock Creek Pump Station (RCPS) is the largest pump station in the City's collection system and delivers approximately 60% of the total flow received by the Rock Creek Treatment Facility. The station operates a wide range of pumps to manage normal flows, which average 4.6 million gallons per day (MGD), as well as increased flows during rainfall and other high-demand events.

Pumps #1 and #2 at the RCPS have reached the end of their useful life and require replacement. Council recently approved the purchase of two (2) replacement pumps from JCI Industries, utilizing a cooperative pricing agreement (No. EV2817-02) with Kansas City, Missouri. Council approval of this construction contract will allow for the installation of those two (2) replacement pumps at RCPS.

There was 1 bid for this contract submitted through ITB# 302606:

- MegaKC Corporation - \$495,627.00

MegaKC Corporation has successfully and satisfactorily completed similar projects for the City in the past. Their bid is being recommended for this contract.

Approval of this item also authorizes change orders in an amount not to exceed 10 (ten) percent of the contract total and/or time extensions.

This purchase is a budgeted capital expense.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$545,189.70, including a 10% contingency. Funding for the replacement pumps at the Rock Creek Pump Station (Project No. 302606) is included in the FY 2026 budget on page 193 and will be charged to account number 302606-C-0317031-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Official Bid Summary - ITB #302606 - RCPS Pump #1 & #2 Replacement - Project No. 302606
2. Construction Contract - MegaKC - RCPS #1 & #2 - Project No. 302606

Invitation to Bid #302606- Bid Tabulation Results	
Rock Creek Pump Station Pumps 1 and 2 Replacement	
CITY PROJECT NO. 302606	
30-Oct-25	
Contractor	Base Bid
MegaKC Corporation	\$ 495,627.00

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 17 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
MegaKC Corporation,
a Corporation of the State of Missouri, Party of the Second Part hereinafter called the Contractor, WITNESSETH:

THAT WHEREAS the Owner has caused to be prepared, in accordance with the law, specifications, plans and other contract documents for the work herein described, and has approved and adopted said documents, and has caused to be published in the manner for the time required by law, an advertisement for and in connection with the construction of items in accordance with the terms of this contract known as Rock Creek Pump Station Pumps 1 and 2 Replacement (No. 302606) ; 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 Four-Hundred Ninety-Five, Six-Hundred Twenty-Seven and 00/100 Dollars (\$ 495,627.00) 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 (150) consecutive calendar days from and after the date of, or subsequent date authorized in, said order by the Owner to proceed.

ARTICLE 4. This Contract Agreement shall be governed by the laws of the State of Missouri. The Owner and the Contractor agree that performance of this Contract Agreement will be deemed to have occurred in the State of Missouri and that Contractor's performance under this Contract Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract Agreement shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the Contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

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

first above written.

CITY OF INDEPENDENCE MISSOURI

Party of the First Part (Owner)

By _____
Lisa Reynolds , Acting 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 approval is requested to enter into a contract with Symmetry Energy Solutions, LLC, for natural gas supply management services for the Power & Light Department for the period December 1, 2025, through November 30, 2030, with four one-year renewal options at the sole option of the City. **Approved**

Recommendations:

Council approval is recommended.

Background:

Independence Power & Light (IPL) uses natural gas as a fuel for the Substation H combustion turbine generating unit. The primary use of gas at this station is for electric generation. The current agreement expires on November 30, 2025.

An Invitation-To-Bid (ITB) was issued on August 12, 2025, for a new natural gas supply management price agreement through Public Purchase. Two hundred sixty-nine (269) potential suppliers were notified, of which, four (4) downloaded the bid documents. Symmetry was the sole bidder.

The ITB stipulated that the commodity price of natural gas must be based on daily index pricing for gas deliveries on the Southern Star Central Gas Pipeline as published in the publication *Platt's Gas Daily*. This index pricing reflects the current market-wide natural gas prices for this area.

Vendors were asked to furnish an annual fixed fee per MMBtu (million British thermal units) for interstate pipeline transportation and management fees, inclusive of all associated fees (except for fuel and loss reimbursement on the Southern Star pipeline) incurred up to the delivery point (Spire's city gate). If all other vendor qualifications were satisfactory, selection of the gas supplier was to be based on the best fee quote.

Symmetry submitted a bid with terms and conditions that needed to be negotiated and agreed to by both parties. That negotiation process interfered with starting the new contract in November 2025. Symmetry agreed to extend pricing, terms and conditions that have been currently in place through November and start the new contract in December 2025. Symmetry meets all the bid requirements. For the initial term, the bid was 38 cents per MMBtu for the period of December 1, 2025, through November 30, 2026.

In the first option year (December 2026–November 2027), the price is 41 cents per MMBtu.

In the second option year, the price is 43.5 cents per MMBtu.

In the third option year, the price is 45 cents per MMBtu.

In the final option year, the price is 47 cents per MMBtu.

Symmetry has successfully supplied IPL's natural gas needs since 2001. Staff recommends that the City enter into a price agreement with Symmetry to supply IPL's natural gas requirements.

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

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$2,500,000.00. Funding for natural gas management is included in the fiscal year 2025-2026 proposed budget, page 250, account number 0206145-5309 – Purchased Power, Other Operating Supplies, IPL fund 020. This funding impact is based upon an estimated \$360,000 in management fees and \$2,140,000 in natural gas expenses.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

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

ATTACHMENTS:

1. ITB 25037 - Natural Gas Management Services_Symmetry for ex



Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

**Invitation to Bid #25037
Natural Gas Supply Management**

Response Deadline Date and Time: September 3, 2025, 2:00 p.m., Local Time

Deadline for questions is 5:00 p.m. local time on August 26, 2025
Please submit all questions regarding this Invitation to Bid online via www.publicpurchase.com

ATTENTION BIDDER – COMPLETE AND RETURN WITH BID

Bidding Firm Symmetry Energy Solutions Phone Number 918-406-5269
(Please print or type)

Address 9811 Katy Freeway Suite 1400 City Houston State TX Zip 77024

Name of Authorized Agent Timothy Robertson Email timothy.robertson@symmetryenergy.com

The only authorized source for bid forms, addenda, and information regarding this bid is www.publicpurchase.com. Using bid forms, addenda, and bid information not obtained from www.publicpurchase.com creates the risk of not receiving necessary bid information that may eliminate your bid from consideration. Bids must be submitted online via www.publicpurchase.com. Paper, fax, or email bids will NOT be accepted and will not be returned to sender.

Submitting a bid response is bidder's response to adhere to all specifications, scopes, terms, and conditions of this ITB.

General Terms & Conditions and Response Instructions
Invitation to Bid

Response Instructions to Bidder

1. ACCEPTANCE

Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the City, which shall bind the bidder on its part to furnish and deliver the commodities and services quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from the contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all commodities and services specified and delivered.

Upon receipt of an Invitation to Bid (ITB) package containing a City of Independence "sample contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that the City requires all contracts between the parties be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "sample contract" in its entirety. No exceptions to the General Terms & Conditions of the ITB shall be accepted.

2. ITB SOURCE

Bidders may view and download bid documents from www.publicpurchase.com, via the City's website at www.indepmo.org. A bidder using ITB documents not obtained from www.publicpurchase.com risk not receiving any necessary addenda, possibly eliminating its bid from consideration.

3. QUESTIONS

Questions regarding the bid process shall be submitted via www.publicpurchase.com. The City will respond to questions via www.publicpurchase.com, thus providing all questions and answers to all prospective bidders equally.

4. DEFINITIONS

- A. The term "City" means the City of Independence, Missouri.
- B. The term "contractor" means the person or organization that receives the award after the bid process.
- C. The term "Invitation to Bid" and acronym "ITB" means a solicitation for bids.
- D. The term "bidder" means the person or organization responding to an ITB with a bid.
- E. The term "bid" means the response submitted by the bidder in response to an ITB.

5. PREPARATION OF BIDS

- A. Bidders are responsible for conducting site visits (if applicable), attending pre-bid conferences (if applicable) and examining all drawings, specifications, schedules, etc., included in the ITB. Failure to do so will be at the bidder's risk.
- B. Each bidder shall furnish the information required in the ITB. The bidder shall complete all sections requiring information or a signature. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document. Electronic signature is acceptable.
- C. Unit price for each unit bid shall be shown and shall include packaging for shipment unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price shall prevail.
- D. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
- E. Prices quoted are to be firm and final.
- F. Bidder shall prepare its bid for City projects without including sales tax.
- G. Alternate bids for supplies or services other than those specified will not be considered unless authorized by the ITB.
- H. Bidder must state a definite date and time for delivery of supplies or services unless otherwise specified in the ITB.
- I. Number of days shall be calendar days, which includes Saturdays, Sundays, and holidays.
- J. If the item has a trade name, brand, or catalog number, such must be stated in the bid.
- K. Bidders shall submit online via www.publicpurchase.com unless otherwise specified in the ITB.
- L. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

6. ADDENDUM

The City reserves the right to officially modify or cancel an ITB after issuance. Modifications will be made only by written addendum. Bidders must acknowledge any addendum by opening and accepting on www.publicpurchase.com.

7. BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT

It is the policy of the City of Independence, Missouri, to buy materials, products, supplies, provisions, and other articles 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.

It is the policy of the City of Independence to buy goods or commodities that have been manufactured, assembled, or produced in the United States of America, unless:

- A. The purchase, lease, or contract involves an expenditure of less than \$5,000.
- B. Only one line 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 purchase price by more than 10%
- E. To qualify for the preference, bidder shall clearly state in its bid whether the materials quoted were manufactured, assembled, or produced in the United States of America. If multiple items are listed in the ITB, the bidder shall clearly state which items were manufactured, assembled, or produced in the United States of America.

8. LOCAL PREFERENCE POLICY

Licensed businesses operating from a physical address in the City of Independence for a minimum of six (6) months when quality, service and other terms of the purchases are equal to or better than the low bid. The local business 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.

9. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin in all solicitations or advertisements for employees placed by or on behalf of the contractor.
- C. The contractor will send a notice advising the said labor union or workers' representatives of the organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for any further government contracts, purchase orders, or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

10. 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.

11. CONFLICT OF INTEREST AND DEBARMENT

By submission of its response, the contractor certifies that:

- A. No Councilmember, nor the City Manager, the Director of Finance or the City Procurement Manager is financially interested in what the bidder is offering to sell to the City pursuant to this invitation, nor is the bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member were in a position to affect either the decision to solicit bids or the selection of the successful bidder.
- B. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation.
- C. The authorized signer of the bid document certifies that the contractor and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.
- D. All bidders shall complete, have notarized, and submit the attached non-conflict of interest and non-collusion form. Failure to submit the completed form shall be grounds for rejection of bid.

12. SUBMISSION OF BIDS

- A. Bids and any modifications (addendum) shall be submitted electronically through www.publicpurchase.com.
- B. Telephonic, emailed, paper, or faxed bids will not be considered, unless authorized in the ITB.
- C. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified in the ITB.
- D. Bids will be opened at the date and time indicated on the ITB cover page. An unofficial bid tabulation, with no indication of award or final numbers, will be made available upon request. Bidders must allow ample time for the City to create the tabulation (a minimum of five business days).
- E. A final bid tabulation and Notice of Intent to Award for bids over \$100,000 will be posted on the City's website and www.publicpurchase.com at least five days prior to City Council approval.

13. MODIFICATION OR WITHDRAWAL OF BIDS

Modification or withdrawal of bids will be via www.publicpurchase.com. Click on "Edit" response and delete the desired item(s) previously entered. Delete any uploaded documents, and click "Save". This will remove the initial response. Follow the same procedure to withdraw a bid before the bid deadline and simply cancel the submittal.

14. LATE BIDS

It is the responsibility of the bidder to submit the bid on or before the date and time of the ITB submission deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

15. QUALIFICATIONS OF BIDDERS

The City shall exercise due diligence in determining the responsibility of bidders. The bidder shall furnish all information, within the time frame specified, if requested by the City. The City reserves the right to reject any bid if the information is not submitted in a timely manner or the information, or subsequent investigation, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified in the ITB.

The City may consider the following factors in determining a bidder's responsibility:

- A. The ability, capacity, and skill of the bidder to perform the contract or provide the required materials, equipment, or supplies;
- B. Whether the bidder can perform the contract or provide the materials, equipment, or supplies promptly or within the time specified without delay or interference;
- C. The quality of performance in previous contracts;
- D. The previous and current compliance by the bidder with laws and ordinances related to the contract or service;
- E. The sufficiency of the bidder's financial resources to perform the contract or provide the commodities;
- F. The ability of the bidder to provide future maintenance and service.

16. AWARD

Award shall be made to the lowest priced most responsive and responsible bidder who submits the bid most advantageous to the City. Additional considerations will be given to prior contract history with the City, references, warranty information, delivery schedule, and other requirements as specified in the ITB. The City reserves the right to accept or reject any or all bids or portions of bids, make multiple awards, to waive irregularities and technicalities, and to request re-bids on the materials or services described in the bid documents. The City reserves the right to award the contract on such materials or services as the City deems will best serve its interests. The City reserves the right to award the contract on a partial-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified. Conditional bids, including bids in are subject to rejection in whole or in part at the sole discretion of the City. Bids that take exception to the City's General Terms and Conditions will be rejected.

17. RIGHT OF PROTEST

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 a bid opening. For purchases over \$50,000, a Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com. Any bid protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor Public Purchase shall be responsible for directly notifying bidders of the Notice of Intent to Award.

Protests must be received in the office of the Procurement Manager and must contain the following information:

- A. Company name, address, phone number and signature of the authorized representative;
- B. Solicitation number;
- C. Detailed statement describing the grounds for the protest; and
- D. Supporting evidence or documents to substantiate the claim.

The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

18. VENDOR SELF SERVICE (VSS)

Vendors contracted with the City shall register online as a vendor on the City's Vendor Self-Service (VSS) portal at <https://independencemo.munisselfservice.com>. All contracts, purchase orders, and other documentation is uploaded to VSS from the City's financial system. Contracts and purchase orders are no longer mailed, faxed, or emailed. Invoices may also be submitted to the City on this portal.

GENERAL TERMS & CONDITIONS

1. ACCEPTANCE

By submitting a bid, the bidder agrees to be bound by these terms and conditions for the term of a contract resulting from the ITB. These terms and conditions shall prevail unless otherwise modified by the City within this ITB.

2. FIRM PRICES

The bidder warrants that prices quoted in its bid will be firm for acceptance for a period of not less than 120 days from the bid opening date unless otherwise specified in the bid document. Such prices will remain firm for the period of time specified in the purchase order or contract. The City shall not be responsible to pay surcharges or any other fees not disclosed in the bid and agreed upon between the parties.

3. ESTIMATED QUANTITIES

Whenever a bid requests prices to be firm for the contract or purchase order period, the quantities or usages shown are estimated with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

4. DELIVERY

As applicable, bidders must indicate the number of days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. Time may be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified on the bid response.

5. FREIGHT TERMS

The City's freight terms are F.O.B. Destination (delivery point Independence, Missouri), bill receiver for small package shipments (UPS). For shipments over 150 pounds (LTL), the City outsources to a third party freight service. Freight shall be billed as third party collect and shall be shown as a separate line item cost and not included in the cost of the goods. Failure to follow these instructions may result in rejection of the bid. C.O.D shipments will not be accepted.

6. PACKAGING

The City will not be liable for any charges for drayage, packing, cartage, boxing, crating, storage, surcharges, or any other fees in excess of the purchase price unless stated otherwise in the bid response.

7. BRAND NAMES

Specifications may name a specific brand, make, manufacturer, trade name, or vendor catalog number is specified for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in its bid and must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples shall be furnished as specified in the ITB or upon request of the City. If samples are requested, the City must receive the samples no later than the time specified in the written request for any further consideration.

8. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to the purchase order issued under the terms and conditions of this ITB shall be deemed accepted until the City has had reasonable opportunity to inspect the material. All material that is discovered to be defective or does not conform to any warranty of the bidder may be returned at the contractor's expense for full credit or replacement.

No goods returned as defective shall be replaced without Procurement Manager's written authorization. Such return shall in no way affect City's discount privileges. The right to return shall not exclude any other legal, equitable, or contractual remedies the City may have.

9. MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, as required in this ITB. If an MSDS is revised, the vendor is required to provide new information relevant to the specific material.

10. GENERAL GUARANTY AND WARRANTY

The bidder warrants that all materials, fixtures, and equipment furnished by the bidder and sub-bidders shall be new, of good quality, and of good title, and that any work will be done in a neat and workmanlike manner. The bidder guarantees the workmanship and materials for a minimum period of one year from the date of final acceptance of all the work required. The bidder shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract or purchase order.

11. PATENTS

The bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyright and bidder covenants it will at its own expense, defend every suit that may be brought against the City, or those selling or using City's product (provided winning bidder is promptly notified of such suit and all documentation delivered) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles; and contractor agrees it will pay all costs, damages, and profits recoverable in any such suit. All fees or royalties for any patented article or operation of work or any part thereof, or any materials, tools, implements, machinery, fixtures, or anything used shall be included in the price stipulated in the bid, and the contractor shall protect and hold harmless the City against all demands for such fees, royalties, and claims.

12. INVOICES

Invoices shall contain complete details describing the goods or services being invoiced, including the contract number, purchase order number, item number, sizes, quantities, unit prices, and extended totals. Invoices for and inquiries regarding payment should be emailed to accounts payable@indepmo.org. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

13. TERMS OF PAYMENT

The preferred method for payment is with the City's credit card with no fees added to the payment or invoice for paying with a credit card. Unless otherwise noted, the City's payment terms are Net 30 days from receipt of invoice.

14. TAX EXEMPT

The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

15. PROJECT EXEMPTION

It is the responsibility of the successful contractor to request a project exemption certificate from the Procurement office for projects that require the contractor to purchase parts or equipment to be used on a project with tax exemption. Missouri state law prohibits issuance of project exemption certificates after the project is completed.

16. EXPENSES

The City shall not be liable for any expenses paid or incurred by the contractor unless otherwise agreed to in writing.

17. PAYROLL TAXES

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the contractor or for the employees of the contractor. The contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this contract. The contractor shall be responsible to pay all taxes, as mandated by law.

18. FRINGE BENEFITS

The contractor is not an employee of the City and is not eligible for and shall not participate in any employer benefit of the City, including pension, health, or other fringe benefits.

19. TERM OF CONTRACT

The term of the contract shall be specified in the ITB. If contract renewals or extensions are included in the ITB, the contract shall automatically renew or extend for the number of contract periods specified in the ITB and bid at the prices agreed upon between the parties. No notice will be sent by the City to the contractor. All terms and conditions shall remain in effect during the subsequent contract periods.

Unless otherwise specified within the ITB, the unit prices stated in the bid and agreed upon between the parties shall remain firm with no provision for price increases during the term of the contract.

20. TERMINATION

City may terminate or suspend performance of a contract for City's convenience upon written notice to contractor. City shall pay contractor for all the services performed till the date of the termination by the City.

A 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 the contract. The nonperforming party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of a contract.

21. NOTICES

It is the responsibility of the contractor to communicate changes to the City when they occur. Any notice given in connection with a contract shall be given in writing and delivered either to the duly authorized representative by email, by hand, or by certified mail return receipt requested to the contractors' address. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be emailed to purchasing@indepmo.org or sent to the attention of the Procurement Manager, 111 E. Maple, P.O. Box 1019, Independence, MO 64051-0519.

22. ASSIGNMENT OF CONTRACT

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

23. SUBCONTRACTS

The contractor shall not execute a contract with any subcontractor to perform any work without the written approval of the City. The contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the contractor as it is for the acts and omissions of persons directly employed by the contractor. The contractor shall cause appropriate provisions to be inserted in all

subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the conditions shall create any contractual relationship between any subcontractor and the City.

24. CHANGES

Either party may request changes within the general scope of this contract. If a requested change causes an increase or decrease in the price or time required to perform the contract, City and contractor will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect the adjustment in a written change order or written amendment, signed by both parties.

25. GENERAL INDEMNIFICATION

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

Contractor agrees to defend, indemnify, and hold harmless City, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person and damage or destruction to property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the contractor and City, they shall be borne by each party in proportion to its own negligence.

Contractor shall indemnify City against legal liability for damages arising out of claims by contractor's employees.

26. INSURANCE

A certificate of insurance is not required for the purchase of goods or commodities. A certificate of insurance is required for services provided to the City.

General Services

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

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

Purchases less than \$100,000

(1) General Liability Insurance, with a \$500,000 combined single limit.

Purchases \$100,000 and over

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

(2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the supplier.

WORKER'S COMPENSATION

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

27. AVAILABILITY OF FUNDING

Contracts and purchase orders are contingent upon the availability of funding and allocation of City funds. The City may cancel a contract or purchase order immediately, by giving written notice to the contractor, in the case of a reduction or elimination of funds or funding for any project, commodity, or service.

28. NO AUTHORITY TO BIND CITY

The contractor has no authority to enter into contracts on behalf of the City. A contract does not create a partnership between the parties.

29. NON-WAIVER

The failure of either party to exercise any of its rights under a contract at any time does not constitute a breach of contract and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

30. COMPLIANCE WITH LAWS

The contractor represents that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work under a contract resulting from this ITB.

31. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of a contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence. Neither party shall penalize or add any additional fees, surcharges, or any other financial requirements due to force majeure.

32. AUDIT

The City shall have the right to audit any contract and all books, documents, and records relating thereto. Contractor shall maintain all its books, documents, and records relating to a contract during the contract period and for three (3) years after the date of final payment. The books, documents, and records shall be made available to the City within ten (10) days of receipt of the written request.

33. GOVERNING LAW

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

34. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of a contract or the occurrence of any event rendering any portion or provision of a contract void shall in no way affect the validity or enforceability of any other portion or provision of the 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 condition shall not prevent this entire contract from being void should a provision which is of the essence of this contract be determined void.

35. AFFIDAVIT REQUIREMENT

The successful vendor shall be required to complete and submit a notarized affidavit of non-collusion to the Procurement office prior to issuance of a purchase order or contract. Failure to provide shall deem the bid unresponsive and it shall be rejected. Form is included with ITB.

36. PRECEDENCE OF DOCUMENTS

The ITB including the terms and conditions, the successful bidder's (contractor) response and written quote, and purchase order shall constitute the entire contract for each project. 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 ITB and the ITB shall take precedence over the contractor's response and written quote for each project.

Invitation to Bid #25037 Natural Gas Supply Management

SCOPE OF WORK

The City of Independence, Missouri, (City) is seeking bids from gas suppliers to supply natural gas fuel for its gas-fired generating units located at Blue Valley Station and its combustion turbine electric generating units located at Station H. These Stations are currently receiving gas delivered through the distribution facilities of Spire Inc.

The City has two (2) generating units at the Station H site:

- Unit H5 (19 MW gas-fired or oil-fired combustion turbine)
- Unit H6 (20 MW gas-fired or oil-fired combustion turbine).

These units are generally utilized in the summer peak season (May through September), but will be utilized during other months based upon SPP direction to run.

The City is willing to provide notification to the supplier when the City's generating units are committed to run. However, the City is unable to guarantee advanced notice greater than 15 minutes and unable to forecast consumption with any degree of certainty. The Station H units have a short start-up time and are often committed in real-time by the Southwest Power Pool. The units typically provide ancillary services for the Southwest Power Pool, dispatching based on demand for power on a second-by-second basis rather than a fixed schedule. This can result in large and unpredictable deviations in gas consumption from one hour to the next during a run.

See attachments and exhibits for additional information.

MINIMUM BIDDER REQUIREMENTS

In order to be considered for award, the bidder must provide documentation of meeting the following requirements:

1. Bidder has been in the natural gas supply management business for 10 years.
2. Staff size greater than 5 personnel with at least 3 gas schedulers.
3. Demonstrated history of supplying customer(s) in the Missouri gas market and consistently managing forecasting, nominations, and imbalance processes without affecting customers' gas service, based on information provided by reference checks – must provide at least three (3) references.
4. Bidder shall demonstrate gas supply business activity of greater than 2,000,000 MMBtu/year in Missouri and for a minimum of 3 years.

TERM OF THE AGREEMENT

The terms of the agreement shall be November 1, 2025 through October 31, 2030. Upon agreement of both parties, the agreement may be renewed annually after October 31, 2030. Bidder must provide future year's pricing prior to August 1st of the renewal year.

BID SUBMISSION REQUIREMENTS

1. Cover Page
2. Exhibit A – Bid Solicitation Form
3. Attachment C - Gas Service Terms & Conditions
4. Exhibit C – Curtailment Plan Format

The bidder must complete and submit all documents requiring a dollar amount and/or signature.

MISCELLANEOUS

This is a formal bid request. Informal insurance requirements shall apply (see terms & conditions).

Any exceptions must be submitted as part of the bid.

Proof of insurance must be on file in the Purchasing Division. It is the responsibility of the Supplier to keep the certificate of insurance current with the City.

ATTACHMENT A

INFORMATION TO BE PROVIDED WITH THE QUOTATION

Along with the quotation, the Vendor shall submit the following information:

1. Proposal by Vendor with Cover Page. Complete the attached Bid Solicitation Form (see Exhibit A).
2. Gas Service Price Agreement and exhibits attached thereto (see Attachment C). Vendor shall fill in the blanks in the following Sections and Exhibits of the Gas Service Price Agreement:
 - Vendor's Name in 1st Paragraph on Page 1;
 - Vendor's address for notification process in Section 20.8;
 - Transportation Fees for Initial Term and the four Renewal Terms including optional firm transportation cost adder(s), if applicable, in Exhibit A; and
 - Curtailment Plan Designees in Exhibit C.
3. Vendor shall provide clear description of all changes, modifications, and additions requested by Vendor to the Gas Service Price Agreement. Failure to do so may be reason for rejection of the proposal.
4. Name and complete business address of Vendor.
5. A brief description of the Vendor's organization. Provide a copy of the latest annual or financial report.
6. A brief description of the source of the gas and mechanism of transportation to delivery point(s) on Spire system. Also, provide the means of assuring reliability of gas supplies to City's premises. This may include requirements for firm transportation, gas storage, or both.
7. The City participates in the Southwest Power Pool's Day-Ahead market, requiring the City to finalize energy-pricing offers by 9:00 AM for the following day. Provide description of any day-ahead price indication that the Vendor can provide the City to improve the accuracy and competitiveness of the City's energy pricing.
8. Any documentation needed to demonstrate bidder meets Minimum Bidder Requirements, including description of past performance and names of references.

Exhibit A
Natural Gas Supply Management Bid Solicitation Form

The Total Delivered Price paid by Buyer for gas volumes delivered to Buyer by Seller at the Delivery Point(s) in accordance with the terms and conditions of the Gas Service Price Agreement (Attachment C) shall be as follows:

INDEX PRICING:

- a) Daily Index Pricing: The Daily Price Index-Midpoint for Southern Star, Tx.-Okla.-Kan. as published in Platts Gas Daily, Daily Price Survey for the flow date such deliveries are made; plus
- b) Transportation Fee: The following fixed prices for all management and transportation charges and credits for transportation of the gas volumes delivered to the Delivery Point(s) on the Spire system:

<u>Term</u>	<u>Rate</u> <u>(\$/MMbtu)</u>
November 1, 2025 through October 31, 2026	0.38
November 1, 2026 through October 31, 2027	0.41
November 1, 2027 through October 31, 2028	0.435
November 1, 2028 through October 31, 2029	0.45
November 1, 2029 through October 31, 2030	0.47

The bidder is allowed to provide further period refinement to the terms, if needed.

- c) Bid Evaluation: Lowest responsive bidder will be determined based upon five year pricing submitted above utilizing monthly usage for Sub H using the average monthly usage for 2023-2025 actual months as shown in attachment D.
- d) Volumes for Billing Purposes: The billing volumes shall be adjusted for the fuel and loss reimbursement percentage in accordance with Southern Star Central Gas Pipeline, Inc. applicable approved tariffs.

Additional Information: Southern Star Pipeline Fuel Charges will also apply. These can change based on the Southern Star Pipeline Tariff Rates. The current rate is 1.93%

Company: Symmetry Energy Solutions, LLC
Authorized Signature:

DocuSigned by:

Brian Harrison

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DS

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Printed Name and Title: Brian Harrison SVP, Sales & Origination

ATTACHMENT B

QUALIFICATIONS OF BIDDERS

The City shall exercise due diligence in determining the responsibility of bidders. The bidder shall furnish all information, within the time frame specified, if requested by the City. The City reserves the right to reject any bid if the information is not submitted in a timely manner or the information, or subsequent investigation, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified in the bid document.

The City may consider the following factors in determining a bidder's responsibility:

- A. Price of transportation and optional firm transportation
- B. Buyer flexibility in timing and volume of natural gas usage
- C. Constraints on operating flexibility due to balancing requirements
- D. The ability, capacity, and skill of the bidder to perform the contract or provide the required materials, equipment or supplies;
- E. Whether the bidder can perform the contract or provide the materials, equipment or supplies promptly or within the time specified, without delay or interference;
- F. The quality of performance in previous contracts;
- G. The previous and current compliance by the bidder with laws and ordinances related to the contract or service;
- H. The sufficiency of the bidder's financial resources to perform the contract or provide the commodities; and
- I. The ability of the bidder to provide future maintenance and service.

ATTACHMENT C TERMS & CONDITIONS NATURAL GAS SUPPLY MANAGEMENT

These terms & conditions shall govern the Gas Service Price Agreement (Agreement), effective November 1, 2025, is between the City of Independence, Missouri (Buyer) and Symmetry Energy Solutions, LLC (Seller). The bid document (including all exhibits and attachments), the successful bidder's response (Contractor), and purchase order shall constitute the entire agreement. In case of a discrepancy, the purchase order shall take precedence over the bid document and the bid document shall take precedence over the Contractor's response.

1 DEFINITIONS

The following definitions of technical terms shall be used in this Agreement:

- 1.1 "Gas" as used herein shall be deemed to mean non-associated gas, gas associated with oil and/or gas in solution with oil, and gas associated with condensate and/or gas in solution with condensate.
- 1.2 "Month" shall mean the period of time defined by the general gas industry as "Month." Currently, "Month" is defined as the period of time beginning at 9:00 a.m., local time, on the first day of a calendar month and ending at 9:00 a.m., local time, on the first day of the next succeeding calendar month.
- 1.3 The term "day" shall mean a period of twenty-four (24) consecutive hours beginning at the time defined by the general gas industry as the start of a "Day." Currently, "Day" the gas industry defines the start of a "Day" as 9:00 a.m. local time.
- 1.4 The term "City Gate" means the physical location where Gas is delivered to Spire for distribution to the Buyer.
- 1.5 The term "MMBtu" means one million Btus.
- 1.6 The term "best efforts" means Seller shall use its knowledge, experience in the natural gas industry and reasonable effort to provide the required service. Gas supplies shall not be interrupted hereunder for economic reasons.

2 NATURE OF SERVICE

- 2.1 Seller shall furnish natural gas services requested by Buyer delivered to City Gate for Buyer's use at the Buyer's facilities listed in Exhibit B.
- 2.2 All natural gas service quantities required by Buyer as detailed in Section 4 of this Agreement during the term of this Agreement shall be supplied by Seller on a "best efforts" basis as defined in Section 1 of this Agreement.
- 2.3 Seller shall make all the arrangements necessary to deliver gas to Spire's system.
- 2.4 The Seller shall be responsible for nominating, scheduling, confirming, coordinating and

balancing gas supply volumes with Spire and all upstream pipelines.

3 PRICING

3.1 The Total Delivered Price for natural gas fuel sold and delivered hereunder shall be as specified in Exhibit A and shall include all transportation costs and other fees and charges applicable to the natural gas fuel up to the Delivery Point(s).

4 QUANTITIES TO BE SOLD AND DELIVERED

4.1 During the term of this Agreement, Seller shall be the exclusive supplier of natural gas fuel for Buyer's premises as listed in Exhibit B and for which natural gas fuel Buyer assumes ownership. Attachment D also provides recent monthly consumption for each of Buyer's premises for information only. Buyer is in no way obligated to purchase the amounts listed in Exhibit B. Although Buyer will attempt to advise Seller on a timely basis of any substantial change in projected natural gas usage that is reasonably expected by Buyer, Seller shall be responsible for supplying all the natural gas requirements of Buyer at the locations listed on Exhibit B, except as otherwise provided herein. Should the supply or delivery of needed gas supplies by or through Seller be threatened, Buyer may act under Section 11 of this Agreement.

4.2 Buyer shall have the right to obtain and consume natural gas on its premises from third parties other than Seller provided that (i) Buyer does not assume title to such natural gas; (ii) such third party natural gas is used by Buyer at certain specified times to generate wholesale electricity for the benefit of and delivery to third parties as provided for in agreements with other parties; or (iii) such third party natural gas is used for Buyer's facilities.

5 TERM

5.1 This Agreement shall commence on November 1, 2025, and shall continue through October 31, 2026, for an Initial Term of twelve (12) months. The Agreement may be extended by Buyer in successive renewal terms of one year each for up to four (4) additional years, with written notice of intent to renew being given by Buyer not less than 90 days prior to the expiration of the Initial or any Renewal Term.

6 DELIVERY POINTS, OWNERSHIP, AND CONTROL

6.1 The Delivery Point(s) for gas sold shall be at the City Gate(s) of Missouri Gas Energy nearest Buyer's specified premises unless other Delivery Point(s) are agreed upon from time to time. Title to all natural gas supplied by Seller under this Agreement shall pass to Buyer at the Delivery Point(s). As between Seller and Buyer, Seller shall be deemed to be in exclusive control and possession of the gas and shall be responsible for any damage or injury caused thereby until the gas is delivered to Buyer at the Delivery Point(s).

6.2 Seller warrants its title and right to sell all natural gas delivered and warrants that such gas shall be free and clear from liens and adverse claims. Seller agrees to indemnify and save harmless Buyer from all suits, actions, debts, accounts, damages (including injury to or death of persons), costs, losses and expenses arising from or out of claims of any and

all other persons relating to the gas hereby sold or to lease rentals of gas royalties related and which arise at or before the Delivery Point.

- 6.3 Seller shall pay or cause to be paid all severance, production, gathering or similar taxes levied in respect of or applicable to the gas delivered prior to its delivery to Buyer.

7 TRANSPORTATION ARRANGEMENTS

- 7.1 Seller shall arrange all transportation and other facilities needed for delivery of the natural gas to the Delivery Point(s). Except as otherwise provided in this agreement, the Seller shall be responsible for all transportation fees and/or other charges, including but limited to, any adjustments or allowances for fuel reimbursement, ACA, GRI, and losses, imposed by Southern Star Central Gas Pipeline, Inc. or other transporters up to the Delivery Point(s).
- 7.2 Buyer shall arrange for transportation services to be provided by Spire from the Delivery Point(s) to Buyer's premises under Spire's Tariff Rate Schedule LV. The Buyer shall be responsible for the transportation fees and/or other charges imposed by Spire from the Delivery Point(s) to Buyer's facilities.

8 DISPATCH/NOMINATION/SCHEDULING

- 8.1 Seller shall be responsible for nominating, scheduling, confirming, and coordinating gas supply volumes directly with Spire (if Buyer has appointed Seller as agent with Spire to obtain such information) and with all other third party transporters. Seller shall obtain information as to the volumes to be nominated/scheduled from Buyer. Seller shall indemnify and hold Buyer harmless from any monetary or gas retention imbalance or scheduling penalties imposed by any transporter or distributor with respect to the transportation or distribution of the natural gas purchased to the extent that such penalties result from the error, mistake, action, or inaction of Seller. Each Party will comply with all Operational Flow Orders ("OFO") issued by any third party transporter the reimbursing party's will reimburse the other party for pipeline or transporter charges of any kind or nature which result from violation of Operational Flow Orders and of which Seller has received notice whether or not purposeful or inadvertent. On a timely basis, Seller will notify Buyer regarding the issuance of any OFO that may affect Buyer's service.

9

BALANCING Except as set forth in Section 8.1,

- 9.1 Seller will be responsible for meeting all balancing requirements of any transporter, including but not limited to Spire, on a timely basis and shall provide at its sole cost and expense any necessary gas volumes for balancing, makeup, gas retention penalties and any other costs required in the performance of this Agreement or compliance with Operational Flow Orders.

10

CHANGE IN VOLUME OR CHARACTER OF SERVICE

- 10.1 As practicable, Buyer will provide reasonable notice to Seller in order for Seller to prepare for material changes anticipated in the volume or characteristics of services required for each delivery point. The Parties will address any such material changes to quantities, pricing or other terms via written amendment to this agreement.

11 CONTINUITY OF GAS SERVICE

- 11.1 Seller shall use its “best efforts” to supply gas to Buyer as defined in Section 1.
- 11.2 Buyer, for gas purchased under this Agreement, reserves the right to obtain and use replacement gas from any source or any other fuel for any and all service which cannot be scheduled, or is threatened to be interrupted or curtailed for any reason, or for which Buyer receives notification it is or may be interrupted. Buyer shall not be liable to Seller for any such replacement natural gas or alternate use, or for any alternative fuel used even though the interruption or threatened interruption may have been canceled, withdrawn, or otherwise did not in fact occur.

12 NOTICE OF CURTAILMENT/INTERRUPTION

- 12.1 Within 30 days of the Agreement award, Seller shall submit for Buyer’s approval a plan to assure that Buyer is given reasonable advance notice of projected interruptions or curtailments of service. The plan shall be submitted on the Curtailment Notification Form included as an Exhibit C to this Agreement.

13 QUALITY

- 13.1 Natural gas delivered to Buyer at a Delivery Point shall be of merchantable quality and of the same quality and heating value as the natural gas of the third party transporter(s) at the point where title transfers to Buyer and otherwise acceptable to such third party transporter(s).

14 MEASUREMENT OF SERVICE.

- 14.1 Buyer’s gas consumption for computing payments to Seller under this Agreement will be determined by Spire in accordance with Spire’s applicable approved tariffs and shall be metered with Spire’s meters located on Buyer’s premise(s). In addition, the billing volumes shall be adjusted for the fuel and loss reimbursement percentage in accordance with Southern Star Central Gas Pipeline, Inc. applicable approved tariffs. The thermal content shall be determined by Spire in accordance with the applicable sections in Spire’s approved tariffs. The billing volumes shall be corrected to reflect any adjustment or correction agreed upon between Buyer and Spire.

15 PAYMENT

- 15.1 Payments by Buyer required under this Agreement shall be made monthly to Seller not later than 30 days following the receipt of each month’s invoice by Buyer.
- 15.2 Considering the possibility of inadvertent errors in measurement or calculation of amounts due and payable or paid, nothing herein contained shall constitute accord and satisfaction, waiver, release, full payment, satisfaction, laches, estoppel, or other defense to a claim by or against Seller or Buyer for the true and actual amount accurately due and payable, for the full period of 2 years in arrears. Errors in Buyer’s favor shall be rectified in full, without interest, within 90 days of notice and substantiation of such inaccuracy. Errors in Seller’s favor shall be rectified in full, without interest, within 90 days of notice and substantiation of such inaccuracy.

16 ACCESS TO RECORDS

16.1 Each Party shall have the right, at all reasonable times upon seventy-two (72) hours prior written notice, to examine the books and records of the other Party to the extent necessary to verify the accuracy of any statement, charge, computation, or demand made under or pursuant to this Agreement.

17 INVOICE AUDIT

17.1 Seller shall make available at its office at all reasonable times such records as are necessary to verify the billing factors used for calculations and related computations and adjustments made in the preparation of the invoice to Buyer, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement.

18 FORCE MAJEURE

18.1 In the event that either Seller or Buyer is rendered unable, wholly or in part, by reason of an event of force majeure, to perform its obligations under this Agreement, other than to make any payment due hereunder, and such Party has given notice and full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied on, then the obligations of the parties, insofar as they are affected by such force majeure, shall be suspended during the continuance of such inability, but for no longer period, and such cause shall, insofar as possible, be remedied with all reasonable dispatch; provided, however, that the above requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or lock-outs by acceding to the demand of the opposing Party when such course is inadvisable in the discretion of the Party having the difficulty.

18.2 The term "force majeure" as used in this Agreement shall mean any cause not reasonably within the control of the Party claiming suspension and includes, but is not limited to, acts of God, strikes, lock-outs, wars, riots, orders, or decrees of any lawfully constituted federal, state, or local body, fires, storms, floods, wash-outs, explosions, breakage or accident to machinery or lines of pipe, inability to obtain or delay in obtaining rights-of-way, material, supplies, or labor permits, temporary failure of gas supply.

19 ASSIGNMENT

19.1 This Agreement may not be assigned by either Party without the prior written consent of the other Party, except that no prior consent shall be required for an assignment to (a) a company owning 100 percent of, wholly owned by, or having a common parent with, such assigning Party or (b) a trustee or trustees, individual or corporate, as security for bonds or other obligations or security; provided, however, that an assignment for security purposes shall not relieve the assigning Party of any of its obligations under this Agreement.

20 MISCELLANEOUS

20.1 This bid document, successful bidder's response (Supplier), and purchase order shall constitute the entire agreement. In case of a discrepancy, the purchase order shall take

precedence over the bid document and the bid document shall take precedence over the Contractor's response.

- 20.2 This Agreement may not be modified or amended except by the written agreement of the parties.
- 20.3 No waiver by either Party of any default of the other Party under this Agreement shall operate as, or be deemed to be, a waiver of any other or subsequent default, whether of a like or different nature.
- 20.4 Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 20.5 This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns and is intended solely for the benefit of Seller and Buyer and their respective successors and assigns and not for the benefit of any other person or entity not a party hereto.
- 20.6 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior Agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.
- 20.7 The descriptive headings of the provisions of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any of such provisions.
- 20.8 This Agreement shall be governed by the laws of the State of Missouri. Any dispute under this Agreement or related to this Agreement shall be governed by the laws of the State of Missouri. The CITY and the CONTRACTOR agree that the performance of this Agreement will be deemed to have occurred in the State of Missouri and that CONTRACTOR's performance under this Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Agreement shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the CONTRACTOR submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.
- 20.9 Any communication shall be made in writing to the authorized representative at the address specified below on the cover page of the response. Communications with the City shall be to Procurement Manager or designee, 111 E. Maple, Independence, MO 64050. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of successful proposer and City.
- 20.10 City may terminate or suspend performance of this Agreement for City's convenience upon written notice to Supplier. City shall pay Supplier for all the services performed until the date of the termination by the City or suspension expenses.

This AGREEMENT 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 Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Risk to persons or property shall result in immediate termination of the Agreement.

- 20.11 Having considered the potential liabilities that may exist during the performance of this Agreement and the Supplier's fee, and in consideration of the mutual covenants contained in the Agreement, City and Supplier agree to allocate and limit such liabilities in accordance with this Article.

Supplier agrees to defend, indemnify, and hold harmless City, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person and damage or destruction to property to the extent such claims, losses, damages or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Supplier and City, they shall be borne by each party in proportion to its own negligence. Supplier shall indemnify City against legal liability for damages arising out of claims by Supplier's employees.

- 20.12 The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

- 20.13 The City shall not be liable to the Supplier for any expenses paid or incurred by the Supplier unless otherwise agreed to in writing.

- 20.14 Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the Supplier or for the employees of the Supplier. The Supplier shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this Agreement. The Supplier shall be responsible to pay all taxes, as mandated by law.

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

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

General Liability Insurance, with a \$500,000 combined single limit. This limit is the minimum acceptable and do not infer or place a limit on the liability of the Supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The Supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Supplier.

After January 1, 2009, Seller takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the Seller will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. Seller will provide a statement that the Seller has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

Company

Symmetry Energy Solutions, LLC

DocuSigned by:

DS

DS

By:

Brian Harrison

TR

JP

44B847D143904CD...

Name:

Brian Harrison

Title:

SVP, Sales & Origination

Exhibit B

Gas Service Specifications

1. Estimated maximum demand:

Station H = 16,750 Mcf/day

2. Estimated annual consumption:

Station H = 450,000 Mcf

3. Delivery Point:

Point of delivery shall be the Independence/Spire City Gate.

4. Buyer's premises for gas consumption:

Station H
Hwy. 291 & Salisbury Rd.
Independence, MO

Exhibit C
Curtailment Plan Format

The Seller Symmetry Energy Solutions, LLC designates the following personnel to be responsible for providing the Notice of Curtailment or Interruption to Seller:

	<u>Name</u>	<u>Telephone</u>	<u>Fax</u>
1.	Timothy Robertson	918-406-5269	timothy.robertson@symmetryenergy.com
2.			
3.			

The Buyer designates the following personnel to be responsible for the Notice of Curtailment or Interruption:

	<u>Name</u>	<u>Telephone</u>	<u>Email</u>
1.	Gary Plummer	816-325-6295	pl_markets@indepmo.org
2.	Power Dispatcher	816-325-7443 (24 Hour)	pl_markets@indepmo.org
3.	Elaine Kaifes	816-325-7521	pl_markets@indepmo.org
4.	Amy Finch	816-325-2347	pl_markets@indepmo.org

Remarks: _____

The Seller shall inform Buyer about a possible curtailment or interruption as soon as the Seller has the knowledge of such a possibility.

Notice shall indicate:

- 1. The time to take effect
- 2. The expected duration
- 3. The cause of nature of the curtailment

DocuSigned by:
Brian Harrison
44B847D1438846D...

DS

TR

DS

JP

Signed for the Seller

ATTACHMENT D
Volume History (MCF)

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
January	3,414.00	7,579.62	3,410.88	0.00	29,938.02	21,863.11
February	10,658.00	13,183.50	6,055.74	0.00	15,133.74	24,503.35
March	21,305.67	5,293.80	2,267.46	0.00	28,556.12	31,065.54
April	25,645.47	20,329.62	2,827.44	0.00	47,368.80	72,509.28
May	12,010.69	3,034.50	5,214.24	0.00	18,568.08	35,665.90
June	30,080.04	30,359.28	18,702.72	1,092.42	20,827.38	23,592.46
July	60,625.95	10,966.02	19,306.56	25,849.86	38,158.20	
August	37,251.42	7,062.48	0.00	26,220.12	41,505.84	
September	12,343.42	25,407.18	0.00	25,551.00	40,410.36	
October	58,466.41	7,612.26	0.00	30,646.92	65,977.69	
November	16,896.30	24,889.02	0.00	22,405.32	21,640.73	
December	14,815.50	1,623.84	0.00	4,863.36	18,824.14	

Last twelve month's monthly average

36,309.72

Note: The two units were out of service between August 22 and July 23.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute a Guaranteed Maximum Price Agreement in the amount of \$4,311,948, and authorizing change orders of up to ten percent (10%) of the authorized amount, with Turner Construction Company for Independence Fire Station #8 as part of the New and Replacement Fire Stations Project (No. 172402). **Item approved 7-0**

Recommendations:

Council approval is recommended.

Background:

Approval of this agenda item will authorize the execution of the AIA Document A133-2019 Exhibit A Guaranteed Maximum Price Amendment for Turner Construction Company for the Fire Station 8 project for the City of Independence.

The Procurement Division issued a Request for Qualifications/Proposals #25005 for Construction Manager Services on February 3, 2025, to receive qualified responses for a construction manager to assist the City in the development of the Independence Fire Station projects. At the conclusion of the RFQ/P and interview evaluation process, it was determined that Turner Construction Company was the preferred candidate for the position of Construction Manager at Risk on all three Fire Station projects due to their extensive experience with similar projects, and ability to perform multiple projects concurrently. Their contract was approved by City Council on April 7, 2025.

The AIA Document A133-2019 Exhibit A GMP #1 shall authorize and release Turner Construction Company to procure electrical equipment, and other long lead-time items such as the pre-engineered metal building components, and begin site work early to prevent winter weather delays. This early release package is part of the larger Fire Station 8 project, and the team will be back to Council in early 2026 for the full building Guaranteed Maximum Price for Fire Station #8.

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

This is a budgeted capital project.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$4,743,143, including a 10% contingency. Funding is included in the FY 2025 adopted budget, page 209, in account 172402-C-0537053-5401.

Council Action:

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

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. A133ExhibitA-2019 - Independence Fire 08 GMP 1-11042025 compiled
2. Management Analyst Frazier Station 8 GMP Memo



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 17th day of November in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 7th day of April in the year 2025 (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Independence Fire Stations
111 E Maple Ave
Independence MO, 64050

THE OWNER:
(Name, legal status, and address)

The City of Independence
Procurement Division 111 E. Maple Ave, PO Box 1019
Independence, MO 64051-0519

The Owner’s Representative is:
Project Advocates, LLC
5821 W. 137th St.
Overland Park, KS 66223

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Turner Construction Company 1220 Washington Street, Suite 100
Kansas City, MO 64105

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(3B9ADA4A)

§ A.1.1.1 Pursuant to Section 15.2.1 of the Agreement, this A133-2019, Exhibit A Guaranteed Maximum Price Amendment (GMP Amendment) shall become part of the Agreement upon Execution.

There will be multiple GMP Amendments generated for the Project. The parties envision that each such GMP Amendment will be developed in an iterative manner as design packages for the Project are completed. Each GMP Amendment shall be additive to the previously established GMP such that a single GMP for the project is established once the final design package is complete. For the avoidance of doubt, the parties acknowledge that the contract time shall not be guaranteed until the acceptance of the final component of the GMP Amendment.

The Contract Sum for this GMP Amendment is guaranteed by the Construction Manager not to exceed four million, three hundred eleven thousand, nine hundred forty eight (\$ 4,311,948), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Guaranteed Maximum Price for GMP Amendment 1: Independence Fire Station 8 & Training Center, Early Procurement package is as set forth in the attached Exhibits

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of execution of this Amendment.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Early Procurement and Lead Times	As set forth in the attached Exhibits

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
As set forth in the attached Exhibits			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

As set forth in the attached Exhibits

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

As set forth in the attached Exhibits

Number	Title	Date
--------	-------	------

§ A.3.1.4

(Paragraph Deleted)

(Table Deleted)

(Paragraph Deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
As set forth in the attached Exhibits	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

As set forth in the attached Exhibits

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

As set forth in the attached Exhibits

(Paragraphs Deleted)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:53:16 ET on 11/03/2025.

PAGE 1

This Amendment dated the 17th day of November in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 7th day of April in the year 2025 (the “Agreement”)

...

Independence Fire Stations
111 E Maple Ave
Independence MO, 64050

...

The City of Independence
Procurement Division 111 E. Maple Ave, PO Box 1019
Independence, MO 64051-0519

...

The Owner’s Representative is:
Project Advocates, LLC
5821 W. 137th St.
Overland Park, KS 66223

...

Turner Construction Company 1220 Washington Street, Suite 100
Kansas City, MO 64105

PAGE 2

§ A.1.1.1 Pursuant to Section 15.2.1 of the Agreement, this A133-2019, Exhibit A Guaranteed Maximum Price Amendment (GMP Amendment) shall become part of the Agreement upon Execution.

...

There will be multiple GMP Amendments generated for the Project. The parties envision that each such GMP Amendment will be developed in an iterative manner as design packages for the Project are completed. Each GMP Amendment shall be additive to the previously established GMP such that a single GMP for the project is

established once the final design package is complete. For the avoidance of doubt, the parties acknowledge that the contract time shall not be guaranteed until the acceptance of the final component of the GMP Amendment.

...

The Contract Sum for this GMP Amendment is guaranteed by the Construction Manager not to exceed four million, three hundred eleven thousand, nine hundred forty eight (\$ 4,311,948), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Guaranteed Maximum Price for GMP Amendment 1: Independence Fire Station 8 & Training Center, Early Procurement package is as set forth in the attached Exhibits

...

N/A

...

☒ [X] The date of execution of this Amendment.

PAGE 3

Early Procurement and Lead Times

As set forth in the attached Exhibits

...

As set forth in the attached Exhibits

...

As set forth in the attached Exhibits

...

As set forth in the attached Exhibits

...

§ A.3.1.4The Sustainability Plan, if any:

...

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

PAGE 4

Title

Date

Pages

...

Other identifying information:

...

As set forth in the attached Exhibits

...

As set forth in the attached Exhibits

...

As set forth in the attached Exhibits

...

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

...

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

...

(List name, discipline, address, and other information.)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Matthew Makes, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:53:16 ET on 11/03/2025 under Order No. 4104247589 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

TABLE OF CONTENTS

1. GMP Amendment
2. Exhibit A - Cost Summary
- Exhibit B - Scope Responsibility Matrix
[Intentionally excluded in GMP 1, to be
provided in GMP 2]
- 3.
4. Exhibit C - Assumptions and Clarifications
5. Exhibit D - Contract Document List
6. Exhibit E - Allowances
7. Exhibit F - Alternates
8. Exhibit G - Staff Rates
9. Exhibit H - Schedule

EXHIBIT A - COST SUMMARY			
BID PACKAGE NAME		Gross SF =	26,900
		Cost	Cost / SF
00.03	Equipment procurement	\$168,264	\$6.26
01.01	General requirements	\$0	\$0.00
13.01	Pre-engineered buildings & structures	\$901,335	\$33.51
31.01	Earthwork	\$404,145	\$15.02
32.01	Asphalt paving	\$199,436	\$7.41
32.02	Site concrete	\$1,499,722	\$55.75
Permit	Permits	\$0	\$0.00
SUBTOTAL		\$3,172,902	\$117.95
INSURANCE AND BONDING		\$806,546	\$29.98
	SUBCONTRACT DEFAULT INSURANCE	1.25% \$181,190	\$6.74
	CONTRACTOR CONTROLLED INSURANCE PROGRAM	2.35% \$425,967	\$15.84
	BUILDER'S RISK INSURANCE	0.20% \$36,253	\$1.35
	PAYMENT AND PERFORMANCE BOND	0.90% \$163,136	\$6.06
	BID BOND (IF REQUIRED)	0.00% \$0	\$0.00
9	Exhibit H - Schedule		
ESCALATION AND CONTINGENCY		\$119,383	\$4.44
	DESIGN CONTINGENCY	0.00% \$0	\$0.00
	ESCALATION	0.00% \$0	\$0.00
	OWNER CONTINGENCY	0.00% \$0	\$0.00
	CONSTRUCTION CONTINGENCY	3.00% \$119,383	\$4.44
SUBTOTAL - DIRECT COSTS		\$4,098,831	\$152.37
CM SERVICES		\$213,116	\$7.92
	PRECONSTRUCTION	\$30,000	\$1.12
	CONSTRUCTION STAFF & REIMBURSABLES	\$80,000	\$2.97
	CM FEE	2.45% \$103,116	\$3.83
PROJECT CONSTRUCTION ESTIMATE TOTAL		\$4,311,948	\$160.30

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

These assumptions and clarifications present a written explanation clarifying the assumptions, exclusions, and other basis used in developing the Guaranteed Maximum Price (GMP) and its summary cost breakdown, as well as the Contract Time and project schedule referenced herein. Qualifications noted herein are intended to supplement the Contract Documents, clarify and document mutual understanding of any conflicting or incomplete scope or design items, and highlight dependencies on the Owner and its representatives. Where actual events on the Project differ from the Assumptions and Clarifications listed below, these differing conditions require adjustments to the GMP, resulting in adjustments to cost and/or schedule.

General Scope and Contract Qualifications, Clarifications, and Exclusions

- 1.) Design and estimating contingency are excluded. It is understood that the Owner and Construction Manager will work together to monitor completion of the Contract Documents in accordance with the intent and scope based on these Assumptions and Clarifications. Should deviations from such intent and scope result in an increase to the GMP, Construction Manager will recommend possible solutions to protect the Project cost and/or schedule from increasing, and the Owner will adjust the GMP by Change Order accordingly, if necessary.
- 2.) The GMP is based on the *Contract Documents List* (Exhibit D), and these Assumptions and Clarifications. In the event of a discrepancy, these Assumptions & Clarifications shall take precedence over the Design Documents.
- 3.) *Cost Summary sheet* (Exhibit A) has been included in this document for information only. Totals are not intended to be stand alone or line-item guarantees.

The Construction Manager will provide the following insurance and/or bonds for the portion of Project scope included within the GMP. The price for these is within the GMP as lump sum amounts as indicated below and will be billed in the first application for payment following the approval of the GMP. All amounts listed are subject to additions if the volume of the GMP increases and will be added at the Fixed Rate Percentages indicated (on the total volume of the increase). Deductibles for Builder's Risk Insurance, if necessary, shall be reimbursable as cost of the work within the GMP. GMP excludes insurance or bond coverage for Owner direct contractors.

Description	Lump Sum Amount	Fixed Rate %
Contractor Controlled Insurance Program (CCIP)	\$ 425,967	2.35%
Subcontractor Default Insurance	\$ 181,190	1.25%
Builder's Risk Insurance	\$ 36,253	0.20%
Performance and Payment Bond	\$ 163,136	0.90%

- 4.) Construction Manager reserves the right to selectively negotiate or re-bid trade packages as necessary to maintain the final GMP.
- 5.) Fixed lump sum General Conditions of \$80,000 has been included in GMP1 procurement and submittal processes. The balance of General Conditions for the entirety of the Project shall be included in a future GMP for the balance of the Work included in the Contract Documents when issued at 100% CD.
- 6.) Pursuant to Section 7.8.1, Construction Manager notifies Owner that it may self-perform General Requirements, General Conditions, Cleaning, and Safety.
- 7.) The Construction Contingency is for the Construction Manager and Owner's joint protection and is intended to cover possible additional costs for conditions not evident from the GMP documents and not quantifiable at the time of the GMP at the sole discretion of the Construction Manager with review by the Owner and/or Owner's Representative. The Construction Contingency may be used to pay for items included in the Cost of the Work. All expenditures of

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

the Construction Contingency shall be tracked by the Construction Manager, with all savings retained by the Owner at Final Completion. Permissible uses of the Construction Contingency include but are not limited to:

- a) Expediting materials/labor beneficial to the Project but not due to an external delay.
 - b) Scope missed in subcontractor proposals or coordination of work by Construction Manager.
 - c) Scope omissions in the Contract Documents reasonably inferred.
 - d) Overtime, out of sequence work, and other acceleration costs required to maintain schedule at no fault of the Owner or Architect.
 - e) Buyout of a project scope of work that results in an overrun to a subcontract.
 - f) Additional temporary work, cleaning, safety, or protection required to maintain schedule.
 - g) Costs due to unrecoverable subcontractor defaults if not covered by insurance.
 - h) Overruns in staff and general conditions costs.
 - i) Cost to cover unidentifiable losses or damages not covered by insurance, including deductibles.
- 8.) There are no Separate Contractors anticipated for this phase of Work. In the event any such Separate Contractor is retained by the Owner pursuant to Article 6.1, is understood that such Separate Contractors must follow the Construction Manager's safety policies and coordinate with other trades while the Construction Manager is on site as the controlling contractor. However, the Construction Manager is not responsible for the actions or performance of the Owner's contractors and will not be included or covered in the Construction Manager's insurance policies.
- 9.) Manufacturers' standard colors, sizes and materials have been included except where color selections have already been identified in the GMP documents.
- 10.) The GMP is based on the following activities, some of which are Owner dependent. These dates are critical schedule dates:

Description	Date
City Council Approval of the GMP	11/17/2025
Full Release to proceed with the Work prior to	11/20/2025

Reference Exhibit H – *Project Schedule* for additional clarifications regarding schedule.

- 11.) The overall Project Schedule is based on 5-day work weeks (Monday through Friday), 8 hours per day, excluding holidays.
- 12.) The GMP includes 23 weather impact days in the schedule, reasonably anticipated from NOAA historical data in the Project area, when various types of work will be occurring on the project, and other project specific parameters per Section 3.10.1. Net impacts from Weather Days will be tracked monthly. The Weather Days noted below per month shall be used in establishing "normal" vs. "abnormal" weather conditions per Section 15.1.6.2. These weather days shall be tracked in a cumulative fashion.

Month	Days	Month	Days	Month	Days	Month	Days
January	3	April	2	July	1	October	1
February	3	May	2	August	1	November	2
March	3	June	1	September	1	December	3

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

Scope Specific Qualifications, Clarifications, and Exclusions

- 13.) The following Exhibits are included in this GMP deliverable for your reference and understanding of scope that is included or excluded.
- a) Exhibit B: *Scope of Work Responsibility Matrix*. This has been intentionally excluded at this time. This will be included in GMP 2.
 - b) Exhibit E: *Allowances*. This document highlights scope that is included in the GMP as an Owner Allowance. The GMP assumes an Allowance is a dollar value assigned to a scope of work, which is known about, but has not or cannot be clearly defined with firm pricing. Allowance overages and savings will be addressed through a Change Order and not from Construction Manager contingency.
 - c) Exhibit H: *Project Schedule*.
- 14.) SCOPE SPECIFIC ITEMS:

A. Equipment

1) Assumptions / Clarifications:

- i) Includes Generac 175kW Generator, 800A Bypass Isolation Automatic Transfer Switch, Connection Cabinet / 800A Manual Transfer Switch
- ii) ABB Provided Incomplete Scope, Proposal to be Provided at Later Date for Consideration
- iii) SourceBlue Cost of Service Included
- iv) Extended Warranty to Meet Specifications Included
- v) Some Breaker Types and Amperages not Available as Indicated in One-Line Diagrams and Panel Schedules
 - (1) Breaker Types – Placed into Correct Panelboards to Meet Local Code
 - (2) Amperages – Any Unavailable Amperages Increased 5A – 10A to Meet Design Intent
 - (3) Generator Assembly, Automatic Transfer Switch, and Connection Cabinet / Manual Transfer Switch:

2) General Exclusions

- a. Sales Tax
- b. Offloading and / or Rigging of Equipment
- c. Installation of Equipment (Installation to be included in GMP 2)
- d. Installation of Shipped Loose Materials
- e. Tariff Impacts on All Above Equipment

3) Equipment Payment Terms

Payment applications will be submitted to Turner. They will include the cost of the equipment below

progress payments and the staffing amounts proportionally for each piece of equipment awarded by Approval Letter or Change Order in the following manner:

- a. Issuance of Approval Letter for Award of Equipment /Material 25%
- b. Issuance of Purchase Order to Awarded Vendor 10%
- c. Issuance of Release to Fabrication to Awarded Vendor 25%
- d. Receipt of Equipment / Material at Jobsite and/or Offsite Storage Site 35%
- e. Successful Completion of Equipment / Material Startup 5%

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

B. Pre-engineered Metal Building

1) Assumptions / Clarifications:

- a. Pricing associated with this scope does not include overhead doors, aluminum storefront, panic, or electronic hardware.
- b. Scope is inclusive of the supply and installation of 5 Hollow Metal Doors and Frames as shown on the 90% CD's. Basic hardware was assumed as no hardware specification is currently available.
- b. Scope includes 3 year workmanship, 25-year finish, and 20 year weathertightness warranty.

C. Asphalt Paving

1) Assumptions / Clarifications:

- a. No striping shown on Powell Road, therefore none currently carried
- b. Pricing for asphalt are current as of 10/20/2025. It is anticipated that the cost may be adjusted at the time of installation based upon the Asphalt Index.
- c. Asphalt mixes for Powell Road are recycled Type 5.

E. Earthwork

1) Assumptions / Clarifications:

- a. Geo Report section 10.2, table 4; for recompacted subgrade does not call for base rock under light duty or heavy duty asphalt, therefore none is currently included under asphalt areas. This includes Tensar geogrid not being included at all pavement areas. However, 6" cement treated subgrade is included.
- b. This pricing is valid for all spoils left being spread onsite.
- c. Only specified and or shown/known obstacles for removal or relocation/reinstall are included in this pricing as a part of the Powell Road improvements.
- d. Relocation of any existing utilities has been excluded.

D. Site Concrete / Footings and Foundations

1) Assumptions / Clarifications:

- a. Monument sign footing/detail did not include therefore no concrete or work associated with this.
- b. Insulation around footings was not specified – currently assuming standard (25psi, Type IV board) is acceptable.
- c. We have included a \$40,000 Allowance for black aggregate for slab on grade.
- d. Pricing does include 1L concrete mix as this is the only concrete available.
- e. Discrepancy regarding East parking lot Note #4. It is called out for concrete yet shown in shading as asphalt. It is assumed this shall be asphalt.
- f. Polishing of concrete including densifier is not included, but will be picked up in GMP 2.

END OF ASSUMPTIONS AND CLARIFICATIONS

EXHIBIT D - CONTRACT DOCUMENT LIST				
Document Number	Title	Date	Revision	Most Recent Update
<u>DRAWINGS (FIRE STATION 8)</u>				
GENERAL				
G0.00	COVER PACKAGE 2	9/11/2025	0	90% CD'S
ARCHITECTURAL				
AS1.01	SITE PLAN	9/11/2025	0	90% CD'S
AS1.02	SITE DETAILS	9/11/2025	0	90% CD'S
A0.01	CODE REVIEW	9/11/2025	0	90% CD'S
A0.02	ACCESSIBILITY DIAGRAMS	9/11/2025	0	90% CD'S
A1.01	DIMENSION PLAN	9/11/2025	0	90% CD'S
A1.02	KEYNOTE PLAN	9/11/2025	0	90% CD'S
A1.03	PLAN DETAILS	9/11/2025	0	90% CD'S
A1.04	ROOF PLAN	9/11/2025	0	90% CD'S
A2.01	EXTERIOR ELEVATIONS	9/11/2025	0	90% CD'S
A2.02	EXTERIOR ELEVATIONS	9/11/2025	0	90% CD'S
A2.03	3D VIEW	9/11/2025	0	90% CD'S
A2.04	BUILDING SECTIONS	9/11/2025	0	90% CD'S
A2.05	BUILDING SECTIONS	9/11/2025	0	90% CD'S
A3.01	9	ibit H - Sched	0	90% CD'S
A3.02	WALL SECTIONS AND DETAILS	9/11/2025	0	90% CD'S
A3.03	WALL SECTIONS AND DETAILS	9/11/2025	0	90% CD'S
A3.04	SECTION DETAILS	9/11/2025	0	90% CD'S
A4.01	INTERIOR ELEVATIONS	9/11/2025	0	90% CD'S
A4.02	INTERIOR ELEVATIONS	9/11/2025	0	90% CD'S
A4.03	INTERIOR ELEVATIONS	9/11/2025	0	90% CD'S
A4.04	INTERIOR ELEVATIONS	9/11/2025	0	90% CD'S
A4.05	INTERIOR ELEVATIONS	9/11/2025	0	90% CD'S
A5.01	REFLECTED CEILING PLAN	9/11/2025	0	90% CD'S
A5.02	ENLARGED REFLECTED CEILING PLAN	9/11/2025	0	90% CD'S
A6.01	DOOR SCHEDULE	9/11/2025	0	90% CD'S
A6.02	STOREFRONT DETAILS	9/11/2025	0	90% CD'S
A6.03	OPENING DETAILS	9/11/2025	0	90% CD'S
A7.010	FINISH SCHEDULE	9/11/2025	0	90% CD'S
A7.02	FINISH PLAN	9/11/2025	0	90% CD'S
A7.03	FF&E PLAN	9/11/2025	0	90% CD'S
A7.04	INTERIOR SCHEDULES	9/11/2025	0	90% CD'S
A7.05	INTERIOR DETAILS	9/11/2025	0	90% CD'S
A7.06	INTERIOR DETAILS	9/11/2025	0	90% CD'S
STRUCTURAL				
S0.01	GENERAL NOTES	2025	0	90% CD'S
S0.02	GENERAL INFORMATION	2025	0	90% CD'S
S1.01	STATION FOUNDATION PLAN	2025	0	90% CD'S
S1.02	STATION LOW HEADER PLAN	2025	0	90% CD'S
S1.03	STATION LOW ROOF FRAMING PLAN	2025	0	90% CD'S
S1.04	STATION HIGH HEADER PLAN	2025	0	90% CD'S
S1.05	STATION HIGH ROOF FRAMING PLAN	2025	0	90% CD'S
S1.10	STATION ENLARGED PLANS	2025	0	90% CD'S
S3.01	FOUNDATION SECTIONS	2025	0	90% CD'S
S3.11	ROOF FRAMING SECTIONS	2025	0	90% CD'S
S3.12	ROOF FRAMING SECTIONS	2025	0	90% CD'S
S3.13	ROOF FRAMING SECTIONS	2025	0	90% CD'S
S3.51	TYPICAL DETAILS	2025	0	90% CD'S
S3.52	TYPICAL DETAILS	2025	0	90% CD'S
MEP				
MEP001	CPVER SHEET	8/29/2025	0	90% CD'S
MEP002	PENETRATION DETAILS	8/29/2025	0	90% CD'S
MEP003	PENETRATION DETAILS	8/29/2025	0	90% CD'S
MEP201	MEP ROOF PLAN	8/29/2025	0	90% CD'S
M101	HVAC PLAN	8/29/2025	0	90% CD'S
M201	HYDRONIC PLAN	8/29/2025	0	90% CD'S
M301	MECHANICAL CONTROLS	8/29/2025	0	90% CD'S
M401	MECHANICAL SCHEDULES	8/29/2025	0	90% CD'S
M501	MECHANICAL DETAILS	8/29/2025	0	90% CD'S
M502	MECHANICAL DETAILS	8/29/2025	0	90% CD'S
P101	DOMESTIC WATER PLAN	8/29/2025	0	90% CD'S
P201	WASTE AND VENT PLAN	8/29/2025	0	90% CD'S
P301	PLUMBING RISER DIAGRAMS	8/29/2025	0	90% CD'S
P401	PLUMBING SCHEDULES	8/29/2025	0	90% CD'S
P501	PLUMBING DETAILS	8/29/2025	0	90% CD'S
E101	LIGHTING PLAN	8/29/2025	0	90% CD'S
E201	POWER PLAN	8/29/2025	0	90% CD'S
E301	SPECIAL SYSETMS PLAN	8/29/2025	0	90% CD'S
E302	SPECIAL SYSTEMS DETAILS AND SCHEDULES	8/29/2025	0	90% CD'S
E303	SPECIAL SYSTEMS DETAILS AND SCHEDULES	8/29/2025	0	90% CD'S
E401	ELECTRICAL RISER AND SCHEDULES	8/29/2025	0	90% CD'S
E402	ELECTRICAL PANEL SCHEDULES	8/29/2025	0	90% CD'S
E501	ELECTRICAL PANEL SCHEDULES AND DETAILS	8/29/2025	0	90% CD'S
E502	ELECTRICAL PANEL SCHEDULES AND DETAILS	8/29/2025	0	90% CD'S
E503	ELECTRICAL PANEL SCHEDULES AND DETAILS	8/29/2025	0	90% CD'S
<u>DRAWINGS (TRAINING BUILDING)</u>				
GENERAL				
GT0.00	COVER PACKAGE 3	9/11/2025	0	90% CD'S

EXHIBIT D - CONTRACT DOCUMENT LIST					
Document Number	Title	Date	Revision	Most Recent Update	
ARCHITECTURAL					
AT0.01	TRAINING/STORAGE CODE REVIEW	9/11/2025	0	90% CD'S	
AT0.02	TRAINING/STORAGE ACCESSIBILITY DIAGRAMS	9/11/2025	0	90% CD'S	
AT1.01	TRAINING/STORAGE DIMENSION PLAN	9/11/2025	0	90% CD'S	
AT1.02	TRAINING/STORAGE KEYNOTE PLAN	9/11/2025	0	90% CD'S	
AT1.03	TRAINING/STORAGE ROOF PLAN	9/11/2025	0	90% CD'S	
AT2.01	TRAINING/STORAGE ELEVATIONS	9/11/2025	0	90% CD'S	
AT2.02	TRAINING/STORAGE 3D VIEW	9/11/2025	0	90% CD'S	
AT2.03	BUILDING SECTIONS	9/11/2025	0	90% CD'S	
AT3.01	WALL SECTIONS AND DETAILS	9/11/2025	0	90% CD'S	
AT3.02	WALL SECTIONS AND DETAILS	9/11/2025	0	90% CD'S	
AT4.01	TRAINING/STORAGE INTERIOR ELEVATIONS	9/11/2025	0	90% CD'S	
AT4.02	TRAINING/STORAGE INTERIOR ELEVATIONS	9/11/2025	0	90% CD'S	
AT4.03	TRAINING/STORAGE INTERIOR ELEVATIONS	9/11/2025	0	90% CD'S	
AT4.04	TRAINING/STORAGE INTERIOR ELEVATIONS	9/11/2025	0	90% CD'S	
AT5.01	TRAINING/STORAGE REFLECTED CEILING PLAN	9/11/2025	0	90% CD'S	
AT5.02	TRAINING/STORAGE REFLECTED CEILING PLAN	9/11/2025	0	90% CD'S	
AT6.01	TRAINING/STORAGE DOOR SCHEDULE	9/11/2025	0	90% CD'S	
AT6.02	TRAINING/STORAGE AND OPENING DETAILS	9/11/2025	0	90% CD'S	
AT7.01	TRAINING/STORAGE FINISH SCHEDULE	9/11/2025	0	90% CD'S	
AT7.02	TRAINING/STORAGE FINISH PLAN	9/11/2025	0	90% CD'S	
AT7.03	TRAINING/STORAGE FF&E PLAN	9/11/2025	0	90% CD'S	
AT7.04	TRAINING/STORAGE INTERIOR SCHEDULES	9/11/2025	0	90% CD'S	
AT7.05	TRAINING/STORAGE INTERIOR DETAILS	9/11/2025	0	90% CD'S	
STRUCTURAL					
ST0.01	GENERAL NOTES	2025		90% CD'S	
ST0.02	GENERAL INFORMATION	2025		90% CD'S	
ST1.01	TRAINING/STORAGE FOUNDATION PLAN	2025		90% CD'S	
ST3.01	FOUNDATION SECTIONS	2025		90% CD'S	
ST3.02	FOUNDATION SECTIONS	2025		90% CD'S	
ST3.51	TYPICAL DETAILS	2025		90% CD'S	
MEP					
MEPT001	TRAINING/STORAGE COVER SHEET	8/29/2025		90% CD'S	
MEPT002	TRAINING/STORAGE PENETRATION DETAILS	8/29/2025		90% CD'S	
MEPT003	TRAINING/STORAGE PENETRATION DETAILS	8/29/2025		90% CD'S	
MEPT201	TRAINING/STORAGE MEP ROOF PLAN	8/29/2025		90% CD'S	
MT101	TRAINING/STORAGE HVAC PLAN	8/29/2025		90% CD'S	
MT201	TRAINING/STORAGE MECHANICAL CONTROLS	8/29/2025		90% CD'S	
MT301	TRAINING/STORAGE MECHANICAL SCHEDULES	8/29/2025		90% CD'S	
MT401	TRAINING/STORAGE MECHANICAL DETAILS	8/29/2025		90% CD'S	
MT402	TRAINING/STORAGE MECHANICAL DETAILS	8/29/2025		90% CD'S	
PT101	TRAINING/STORAGE DOMESTIC WATER PLAN	8/29/2025		90% CD'S	
PT201	TRAINING/STORAGE WASTE & VENT PLAN	8/29/2025		90% CD'S	
PT301	TRAINING/STORAGE PLUMBING RISERS	8/29/2025		90% CD'S	
PT401	TRAINING/STORAGE PLUMBING SCHEDULES	8/29/2025		90% CD'S	
PT501	TRAINING/STORAGE PLUMBING DETAILS	8/29/2025		90% CD'S	
ET101	TRAINING/STORAGE LIGHTING PLAN	8/29/2025		90% CD'S	
ET201	TRAINING/STORAGE POWER PLAN	8/29/2025		90% CD'S	
ET301	TRAINING/STORAGE SPECIAL SYSTEM PLAN	8/29/2025		90% CD'S	
ET302	TRAINING/STORAGE SPECIAL SYSTEM DETAILS AND SCHEDULE	8/29/2025		90% CD'S	
ET303	TRAINING/STORAGE SPECIAL SYSTEM DETAILS AND SCHEDULE	8/29/2025		90% CD'S	
ET401	TRAINING/STORAGE ELECTRICAL RISER AND SCHEDULE	8/29/2025		90% CD'S	
ET402	TRAINING/STORAGE ELECTRICAL PANEL SCHEDULES	8/29/2025		90% CD'S	
ET501	TRAINING/STORAGE ELECTRICAL SCHEDULES AND DETAILS	8/29/2025		90% CD'S	
ET502	ELECTRICAL SCHEDULES AND DETAILS	8/29/2025		90% CD'S	
ET503	ELECTRICAL SCHEDULES AND DETAILS	8/29/2025		90% CD'S	
DRAWINGS (SITE PACKAGE)					
GENERAL					
G000	COVER PACKAGE 1	9/11/2025	0	90% CD'S	
CIVIL					
C-0.00	EXISTING CONDITIONS PLAN	7/24/25	0	90% CD'S	
C-0.01	GENERAL NOTES	9/12/2025	0	90% CD'S	
C-1.00	SITE DIMENSION AND PAVING PLAN	10/6/2025	1	Addendum #1	
C-1.01	SITE UTILITY PLAN	10/6/2025	1	Addendum #1	
C-2.00	SITE GRADING PLAN	10/6/2025	1	Addendum #1	
C-2.01	SITE EROSION CONTROL PLAN PHASE 1	10/6/2025	1	Addendum #1	
C-2.02	SITE EROSION CONTROL PLAN PHASE 2	9/12/2025	0	90% CD'S	
C-2.03	SITE EROSION CONTROL PLAN PHASE 3	9/12/2025	0	90% CD'S	
C-2.04	TOP OF CURB PLAN	9/12/2025	0	90% CD'S	
C-3.00	SITE STORM SEWER PLAN	10/6/2025	1	Addendum #1	
C-3.01	SITE STORM SEWER PLAN AND PROFILE	7/24/2025	0	90% CD'S	
C-3.02	SITE DETENTION BASIN (NORTH)	9/12/2025	0	90% CD'S	
C-3.03	SITE DETENTION BASIN (NORTSOUTH)	9/12/2025	0	90% CD'S	
C-4.00	TYPICAL SITE DETAILS	9/12/2025	0	90% CD'S	
C-4.01	TYPICAL SITE DETAILS	9/12/2025	0	90% CD'S	
C-4.02	TYPICAL EROSION CONTROL DETAILS	9/12/2025	0	90% CD'S	
C-4.03	TYPICAL EROSION CONTROL DETAILS	9/12/2025	0	90% CD'S	
C-4.04	TYPICAL WATER LINE DETAILS	9/12/2025	0	90% CD'S	
C-4.05	TYPICAL WATER LINE DETAILS	9/12/2025	0	90% CD'S	
C-5.00	STANDARD FIRE TRUCK TURNING PLAN	9/12/2025	0	90% CD'S	

EXHIBIT D - CONTRACT DOCUMENT LIST				
Document Number	Title	Date	Revision	Most Recent Update
LANDSCAPE				
L-1.00	LANDSCAPE PLAN	9/12/2025	0	90% CD'S
L-1.01	LANDSCAPE ENLARGEMENTS	9/12/2025	0	90% CD'S
L-5.00	LANDSCAPE NOTES AND DETAILS	9/12/2025	0	90% CD'S
PUBLIC				
PUBLIC C-0.00	PUBLIC STREET IMPROVEMENT TITLE SHEET	9/12/2025	0	90% CD'S
PUB-0.01	GENERAL NOTES	9/12/2025	0	90% CD'S
PUB-1.00	PUBLIC STREET IMPROVEMENT PLAN AND PROFILE	9/12/2025	0	90% CD'S
PUB-2.00	SITE GRADING AND EROSION CONTROL PLAN	9/12/2025	0	90% CD'S
PUB-2.01	PUBLIC STREET IMPROVEMENT INTERSECTION DETAILS	9/12/2025	0	90% CD'S
PUB-3.00	SITE STORM SEWER PLAN AND PROFILE	9/12/2025	0	90% CD'S
PUB-3.01	STORM DRAINAGE MAP AND CALCULATIONS	9/12/2025	0	90% CD'S
PUB-4.00	TYPICAL SITE DETAILS	9/12/2025	0	90% CD'S
PUB-4.01	TYPICAL SITE DETAILS	9/12/2025	0	90% CD'S
PUB-4.02	TYPICAL EROSION CONTROL DETAILS	9/12/2025	0	90% CD'S
SAN-0.00	PUBLIC SANITARY SEWER IMPROVEMENT TITLE SHEET	9/12/2025	0	90% CD'S
SAN-1.00	PUBLIC SANITARY SEWER PLAN AND PROFILE	9/12/2025	0	90% CD'S
SAN-2.00	PUBLIC SANITARY SEWER STANDARD DETAILS	9/12/2025	0	90% CD'S
SAN-2.01	PUBLIC SANITARY SEWER STANDARD DETAILS	9/12/2025	0	90% CD'S
MEP				
MEP100	SITE COVER SHEET	9/12/2025	0	90% CD'S
MEP101	MEP SITE PLAN	9/12/2025	0	90% CD'S
SPECIFICATIONS, REPORTS, NARRATIVES, PROJECT INFO & SKETCHES				
000101	PROJECT TITLE PAGE (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
000102	PROJECT INFORMATION (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
000103	PROJECT DIRECTORY (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
000107	SEALS PAGE (PACKAGE 2&3)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
000110	TABLE OF CONTENTS (PACKAGE 2 &3)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
000115	LIST OF DRAWING SHEETS (PACKAGE 2 &3)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
003100	AVAILABLE PROJECT INFORMATION (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
011000	SUMMARY (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
012000	PRICE AND PAYMENT PROCEDURES (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
012500	SUBSTITUTION PROCEDURES (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
013000	ADMINISTRATIVE REQUIREMENTS (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
014000	QUALITY REQUIREMENTS (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
014216	DEFINITIONS (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
014219	REFERENCE STANDARDS (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
014533	CODE-REQUIRED SPECIAL INSPECTIONS (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
016000	PRODUCT REQUIREMENTS (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
017000	EXECUTION AND CLOESOUT REQUIREMENTS (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
017800	CLOSEOUT SUBMITTALS (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
017900	DEMONSTRATION AND TRAINING (PACKAGE 1)	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
03300	CAST IN PLACE CONCRETE	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
033500	INTERIOR CONCRETE FINISHING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
033453	POLISHED CONCRETE FINISH	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
042000	UNIT MASONRY	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
042613	MASONRY VENEER	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
047200	CAST STONE MASONRY	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
051200	STRUCTURAL STEEL FRAMING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
054000	COLD FORMED METAL FRAMING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
054400	COLD MFORMED METAL TRUSSES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
055000	METAL FABRICATIONS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
055100	ARCHITECTURAL METAL FABRICATIONS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
061000	ROUGH CARPENTRY	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
061053	MISCELLANEOUS ROUGH CARPENTRY	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
061600	EXTERIOR SHEATHING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
062000	FINISH CARPENTRY	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
064100	ARCHITECTURAL WOOD CASEWORK	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
066100	SOLID SURFACE SHOWER SURROUNDS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
068316	FIBERGLASS REINFORCED PANELING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
071113	BITUMINOUS DAMPPROOFING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
072100	THERMAL INSULATION	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
072700	AIR BARRIERS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
074113	METAL ROOF PANELS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
076200	SHEET METAL FLASHING AND TRIM	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
077200	ROOF ACCESSORIES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
078123	INTUMESCENT FIRE PROTECTION	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
078400	FIRESTOPPING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
079200	JOIN	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
081113	HOLLOW METAL DOORS AND FRAMES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
081416	FLUSH WOOD DOORS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
083100	ACCESS DOORS AND PANELS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
083510	FOLDING PANELS DOORS AND GRILLES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
083613	ALUMINUM SECTIONAL DOORS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
084313	ALUMINUM FRAMED STOREFRONTS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
085113	ALUMINUM WINDOWS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
087123	COMMERCIAL DOOR OPERATORS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
088000	GLAZING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
088300	MIRRORS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
090561	COMMON WORK RESULTS FOR FLOORING PREPERATION	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
092116	GYPSUM BOARD ASSEMBLIES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
092216	NON STRUCTURAL METAL FRAMING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE

EXHIBIT D - CONTRACT DOCUMENT LIST

Document Number	Title	Date	Revision	Most Recent Update
093000	TILING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
095100	ACOUSTICAL CEILINGS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
095423	LINEAR METAL CEILINGS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
096566	RESILIENT ATHLETIC FLOORING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
096700	FLUID APPLIED FLOORING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
096813	TILE CARPETING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
098430	SOUND ABSORBING WALL AND CEILING UNITS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
099113	EXTERIOR PAINTING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
099123	INTERIOR PAINTING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
099600	HIGH PERFORMANCE COATINGS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
101100	VISUAL DISPLAY UNITS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
101416	PLAQUES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
101419	DIMENSIONAL LETTER SIGNAGE	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
101423	PANEL SIGNAGE	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
102113.19	PLASTIC TOILET COMPARTMENTS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
102116	SOLID SURFACE SHOWER RECEPTORS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
102600	WALL AND DOOR PROTECTION	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
104400	FIRE PROTECTION SPECIALTIES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
105030	TURNOUT GEAR LOCKERS - WALL MOUNTED	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
105126	PLASTIC LOCKERS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
107316.13	METAL CANOPIES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
107500	FLAGPOLES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
122400	WINDOW SHADES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
123600	COUNTERTOPS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
133419	METAL BUILDING SYSTEMS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
133419.1	PRE-ENGINEERED METAL BUILDING INSULATION SYSTEM	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
210010	FIRE SUPPRESSION PROVISIONS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
210011	BASIC FIRE SUPPRESSION MATERIALS AND METHODS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
210013	PROJECT COORDINATION	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
211313	WET PIPE FIRE PROTECTION SYSTEM	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
220010	PLUMBING PROVISIONS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
220011	BASIC PLUMBING MATERIALS AND METHODS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
220013	PROJECT COORDINATION	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
220513	COMMON MOTOR REQUIREMENTS FOR PLUMBING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
221514	MOTOR CONTROL AND EQUIPMENT DISCONNECTS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
220523	VALVES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
220548	PLUMBING SOUND AND VIBRATION CONTROL	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
220700	PLUMBING INSULATION	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
221000	PLUMBING PIPING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
221119	DOMESTIC WATER PIPING SPECIALTIES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
221319	SANITARY WASTE PIPING SPECIALTIES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
223300	ELECTRIC WATER HEATER	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
223400	GAS WATER HEATER	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
224000	PLUMBING FIXTURES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
230010	MECHANICAL PROVISIONS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
230011	BASIC MECHANICAL MATERIALS AND METHODS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
230013	PROJECT COORDINATION	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
230513	COMMON MOTOR REQUIREMENTS FOR HVAC SYSTEMS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
230514	MOTOR CONTROL AND EQUIPMENT DISCONNECTS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
230515	VARIABLE FREQUENCY CONTROLLERS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
230523	VALVES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
230548	MECHANICAL SOUND AND VIBRATION CONTROL	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
230593	SYSTEM TESTING AND BALANCING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
230713	DUCT INSULATION	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
230719	PIPING INSULATION	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
230913	PROGRAMMABLE THERMOSTATS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
23200	HVAC PIPING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
232016	HVAC PIPING SPECIALTIES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
232117	CLOSED SYSTEM CHEMICAL WATER TREATMENT	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
232119	GLYCOL AND GLYCOL FILL SYSTEM	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
232123	HYDRONIC PUMPS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
233113	METAL DUCTS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
233300	AIR DUCT ACCESSORIES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
233400	HVAC FANS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
233439	HIGH VOLUME, LOW SPEED FANS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
233713	DIFFUSERS, REGISTERS AND GRILLES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
233750	HVAC LOUVERS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
235216	CONDENSING BOILERS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
238127	SPLIT SYSTEM FURNACES, EVAPORATORS AND CONDENSING UNITS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
238305	INFARED HEATERS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
238316	RADIANT HEATING HYDRONIC PIPING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
260010	ELECTRICAL PROVISIONS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
260011	BASIC ELECTRICAL MATERIALS AND METHODS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
260013	PROJECT COORDINATION	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
260519	WIRE AND CABLE	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
260526	GROUNDING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
260533	RACEWAY AND BOXES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
260553	ELECTRICAL IDENTIFICATION	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
260923	LIGHTING CONTROL DEVICES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
260944	DISTRIBUTED DIGITAL LIGHTING CONTROL SYSTEM	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
262416	PANELBOARDS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
262726	WIRING DEVICES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
262813	FUSES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE

EXHIBIT D - CONTRACT DOCUMENT LIST				
Document Number	Title	Date	Revision	Most Recent Update
262913	ENCLOSED CONTROLLERS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
262923	VARIABLE FREQUENCY AND SOFT START MOTOR CONTROLLERS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
263213	DIESEL ENGINE GENERATORS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
263350	LIGHTING SYSTEM MINI INVERTERS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
263352	CENTRAL LIGHTING SYSTEM INVERTERS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
263600	TRANSFER SWITCHES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
264113	LIGHTNING PROTECTION SYSTEM	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
264300	SURGE PROTECTION DEVICES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
265000	LIGHTING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
265100	INTERIOR LIGHTING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
265600	EXTERIOR LIGHTING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
270500	COMMON WORK FOR COMMUNICATORS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
271100	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
271300	COMMUNICATIONS CABLING AND EQUIPMENT	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
280500	COMMON WORK FOR ELECTRONIC SAFETY AND SECURITY	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
284605	CONDUCTORS/CABLES FOR ELECTRONIC SAFETY AND SECURITY	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
284611	FIRE SENSORS AND DETECTORS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
284612	OTHER INITIATING DEVICES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
284613	OTHER FIRE ALARM DEVICES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
284621	DIGITAL, ADDRESSABLE FIRE ALARM SYSTEM	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
284623	FIRE ALARM NOTIFICATION APPLIANCES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
284624	FIRE ALARM INTERFACES TO REMOTE MONITORING	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
2885500	EMERGENCY RADIO COMMUNICATION ENHANCEMENT SYSTEM	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
329200	TURF AND GRASSES	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
329300	PLANTS	9/12/2025	0	PROJECT MANUAL - 90% COMPLETE
END OF DOCUMENT LIST				

EXHIBIT E - ALLOWANCES			
No.	Description of Allowance	Amount	Notes / Scope of Work
1	Black Aggregate	40,000	This item fluctuated greatly in cost at the time of bidding. We anticipate this may also also be an opportunity for value engineering. [Bids ranged between \$25,000-\$75,000]. We have used the number provided by George J. Shaw to set this value.
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Total Allowance Items Included in the GMP: \$ 40,000

9 Exhibit H - Schedule



EXHIBIT F - ALTERNATES				
No.	Description of Alternate*	Amount	Expiration Date**	Notes / Scope of Work
1	N/A			
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

*All alternates are excluded from the GMP.
**Expiration date is the deadline to accept this alternate in order to incorporate it into the GMP via Change Order without cost and/or schedule impacts.

EXHIBIT G - STAFF RATES

HOURLY RATE SCHEDULE

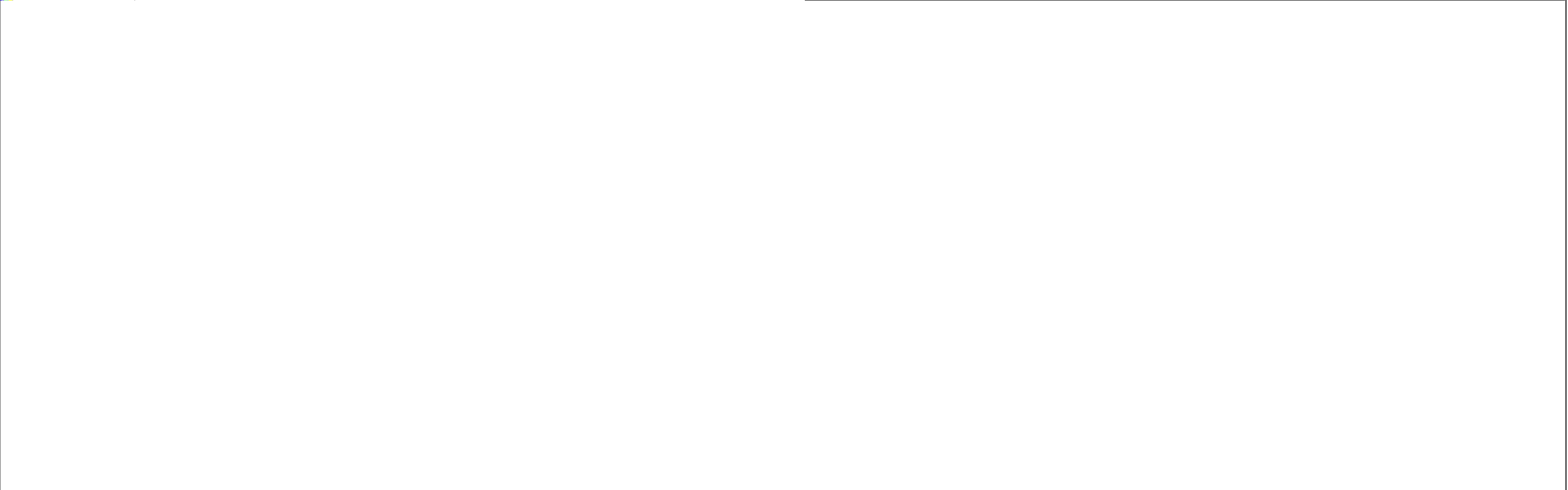
Independence Fire Stations

Independence, Missouri

<u>Title</u>	<u>¹Hourly Rate</u>	<u>Overtime</u>	<u>Doubletime</u>
² Project Executive	\$ 160.00		
² Project Manager	\$ 120.00		
² Superintendent (Station #8, #11)	\$ 120.00		
² Engineer (Station #8, #11)	\$ 90.00		
² Superintendent (Station #5)	\$ 120.00		
² Engineer (Station #5)	\$ 90.00		
² Assistant Superintendent/Engineer	\$ 100.00		
² Quality Control Manager	\$ 130.00		
² Safety Manager	\$ 130.00		
² Lean Manager	\$ 120.00		
² VDC Manager	\$ 120.00		
² BIM / VDC Engineer	\$ 95.00		
³ Intern	\$ 50.00		
² Accountant	\$ 90.00		
² Cost Engineer	\$ 100.00		
² Preconstruction Manager	\$ 160.00		
² Estimator	\$ 90.00		
² Purchasing Manager	\$ 130.00		
² Purchasing Agent	\$ 90.00		
² IT Engineer	\$ 63.00		
² Turner Support Services (TSS)	\$ 50.00		
² Clerical Staff	\$ 35.00		
³ Carpenter Superintendent	\$ 104.55	\$ 156.83	\$ 209.10
³ Carpenter Foreman	\$ 99.45	\$ 149.18	\$ 198.90
³ Carpenter	\$ 94.35	\$ 141.53	\$ 188.70
³ Laborer General Foreman	\$ 81.54	\$ 122.31	\$ 163.08
³ Laborer Foreman	\$ 76.44	\$ 114.66	\$ 152.88
³ Laborer	\$ 71.34	\$ 107.01	\$ 142.68

1. Hourly rates are fixed, non-audible rates which include salaries, benefits, all payroll taxes, and all payroll insurances.
2. These are salary employees and rates are valid through 12/31/2025.
3. These are hourly employees, overtime and double time rates will apply. Rates are valid until 12/31/2025.

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Actual Start	Finish	Actual Finish	2025						2026										
								Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Independence Fire Station #8		141	141	03-Nov-25		22-May-26																		
Milestones		36	36	17-Nov-25		12-Jan-26																		
MS10	GMP1	0	0	17-Nov-25*																				
MS20	Mobilization	0	0	12-Jan-26*																				
Design / Procurement		123	123	01-Dec-25		22-May-26																		
PR10	ATS Lead Time	123	123	01-Dec-25*		22-May-26																		
PR20	Generator Lead Time	123	123	01-Dec-25*		22-May-26																		
PR30	Switchgear Lead Time	100	100	01-Dec-25*		21-Apr-26																		
PR40	Training Facility Building Lead Time (PEMB)	93	93	01-Dec-25*		10-Apr-26																		
Permitting		45	45	03-Nov-25		08-Jan-26																		
PE10	Grading Permit	45	45	03-Nov-25*		08-Jan-26																		
Construction		86	86	17-Dec-25		17-Apr-26																		
CON10	Mobilization	10	10	12-Jan-26*		23-Jan-26																		
Site Work		86	86	17-Dec-25		17-Apr-26																		
SW10	Clear and Grub	10	10	12-Jan-26*		23-Jan-26																		
SW20	Rough Grading	10	10	26-Jan-26*		06-Feb-26																		
SW30	Underground Utilities	20	20	16-Jan-26		12-Feb-26																		
SW40	Road Improvements	10	10	06-Apr-26*		17-Apr-26																		
SW50	Detention Basins	20	20	17-Dec-25		15-Jan-26																		
Training Facility		40	40	09-Jan-26		05-Mar-26																		
TF10	Footings	15	15	12-Jan-26*		30-Jan-26																		
TF20	Slab on Grade	15	15	09-Jan-26		29-Jan-26																		
TF30	Install PEMB	25	25	30-Jan-26		05-Mar-26																		
Fire Station		34	34	02-Feb-26		19-Mar-26																		
FS10	Footings	15	15	02-Feb-26*		20-Feb-26																		
FS20	Slab on Grade	15	15	16-Feb-26*		06-Mar-26																		
FS30	Structural Steel	20	20	20-Feb-26		19-Mar-26																		





MEMORANDUM

DATE: November 17th, 2025
TO: Honorable Mayor & Members of the City Council
FROM: Andrew R. Frazier, Management Analyst
SUBJECT: IFD – Station #8 Guaranteed Maximum Price Amendment



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

The agenda includes a consent item authorizing the Interim City Manager to execute Guaranteed Maximum Price (GMP) #1 with Turner Construction Company for Fire Station 8. The project's financial impact to the City will be \$4,311,948. Additionally, a 10% contingency of \$431,195 is included, bringing the total potential cost to \$4,743,143. It is important to note that this project is funded through a specific budget allocation in the Fire Department's adopted FY 2024-2025 Capital Budget (Project No. 572402) and is being managed by the Municipal Services Department.

It should also be noted that the Procurement Division issued a Request for Qualifications/Proposals for Construction Manager Services on February 3, 2025, to support the development of the Independence Fire Station projects. Turner Construction Company was ultimately awarded the contract by the City Council on April 7, 2025.

City staff has provided me with all the relevant information, and I did not identify any provisions that would be detrimental or unacceptable to the City.

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

Respectfully,

Andrew R. Frazier, MPA,



Management Analyst

- C. Lisa Reynolds, Interim City Manager
- Mike Jackson, Director of Municipal Services
- Jimmy Walker, Fire Chief
- Susanne Holland, City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve Change Order #1 to the contract (PO# 26000507) with Spaces, Inc., for a new contract totaling \$737,026.76 as part of the Independence Justice Center Project (No. 522401) located at 17221 East 23rd St S. **Item approved 7-0**

Recommendations:

Council approval is recommended.

Background:

Approval of this item authorizes execution of the amendment/change order to the Contract for Professional Services dated August 4, 2025, between the City and Spaces, Inc. (Attachment 1). This amendment establishes the cost for procurement and installation of new furniture for Phase 1 of the Independence Justice Center project (renovation of the Independence Utilities Center).

The original contract dated August 4, 2025, included the full scope of services—moving, storing, and reinstalling existing furniture, fixtures, and equipment (FF&E), as well as procuring and installing new FF&E. The initial contract amount covered the furniture moving phase, with a known future subsequent amendment for the procurement and installation of new furniture at design completion.

Spaces, Inc. was selected through a qualifications-based process. The evaluation team, comprising members of the Independence Police Department, Project Advocates (Owner's Representative), and Hoefer Welker (Architect), attended presentations and showroom visits to three qualified vendors: Spaces, Inc., Scott Rice/Circadia, and John A. Marshal. Following evaluation and discussion, Spaces, Inc. was determined to be the most qualified vendor for the project because of their extensive experience with Police/Court/Justice Center projects.

This amendment includes the cost for new furniture procurement and installation for Phase 1. Upon execution, Spaces, Inc. will proceed with ordering the new FF&E. Approval of this agreement aligns with the original budgeted expenses outlined in the lease purchase agreement approved by Ordinance 19520 and the facility and site improvement estimates.

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

This project is a budgeted capital project.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$810,729.76, including a 10% contingency. Expenses for construction costs associated with the Independence Justice Center Project are tracked and disbursed through project account number 522401-C-0527052-5401.

Council Action:

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

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. IJC Ph1 - Spaces, Inc. - Purchase Order Change Order Form_11.17.2025



CHANGE ORDER NUMBER 01

CITY OF INDEPENDENCE, MISSOURI

Project Independence Justice Center Phase 1

Contract/Purchase Order No. 26000507

Contractor Spaces, Inc.

Address 14950 W. 86th St.

Lenexa, KS 66215

The subject contract shall be amended as below and per the attached Exhibits.

These changes result in an increase of \$649,300.76 in the contract price, making a new contract price as follows:

Original contract price	\$ <u>87,726.00</u>
Total of previous change orders to this contract	\$ <u>0.00</u>
New contract price, including all changes to date	\$ <u>737,026.76</u>

Contract completion time shall increase or decrease by N/A

Original completion date	<u>August 3, 2026</u>
Total of previous time changes	<u>N/A</u>
New completion date	<u>N/A</u>

This change order shall become an amendment to the contract and all provisions of the contract, except as amended above and by previous change orders, shall apply hereto.

CITY OF INDEPENDENCE, MISSOURI, Owner

Spaces, Inc.
(Contractor)

By Danny Jonas, Owners Representative

By Lezlee Nordstrom

Date _____

Date _____

The conditions of the change order are considered fair and reasonable and are recommended for approval.

Date _____

Department Director

Exhibit A – Original Contract for Services

CONTRACT FOR PROFESSIONAL SERVICES

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, Spaces, Inc., a Kansas Corporation (hereinafter called contractor).

WITNESSETH:

WHEREAS, City requires the moving, storing, re-installing of certain existing furniture fixtures and equipment as well as the procurement and installation of certain new furniture fixtures and equipment services and,

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

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be August 4, 2025.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by August 3, 2026.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the Contractor, an amount not to exceed the bid hereby attached as Exhibit A.

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

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

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

ARTICLE 5 – PERMITS AND LICENSES

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

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

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

ARTICLE 8 – STANDARD OF CARE

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

ARTICLE 9– LIABILITY AND INDEMNIFICATION

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

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

ARTICLE 10 – INSURANCE

General Services

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

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

Purchases less than \$100,000

(1) General Liability Insurance, with a \$500,000 combined single limit.

Purchases \$100,000 and over

- (1) General liability insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
- (2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the supplier.

WORKER'S COMPENSATION

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

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

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

ARTICLE 12 – DELAY IN PERFORMANCE

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

ARTICLE 13 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay contractor for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to contractor's compensation.

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

ARTICLE 14– WAIVER

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

ARTICLE 15 – SEVERABILITY

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

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – ASSIGNMENT

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

ARTICLE 18– THIRD PARTY RIGHTS

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

ARTICLE 19– INDEPENDENT CONTRACTORS

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

ARTICLE 20– AUDIT

Contractor agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the contractor involving transactions related to this contract.

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the contractor agrees as follows:
The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during

employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

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

ARTICLE 23 – GOVERNING LAW

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

ARTICLE 24 – COMMUNICATIONS

Any communication required by this contract to the contractor shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to: Danny Jonas – danny@project-advocates.com.

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

ARTICLE 25 – SEPARATE CONTRACTS

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

ARTICLE 26 – ENTIRE CONTRACT

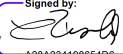
This contract represents the entire agreement between the City and contractor. All previous or contemporaneous agreements, representations, promises and conditions relating the contractor’s services described herein are superseded. The RFP including the terms and conditions, the contractor’s response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

ARTICLE 27 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Contractors; Article 22 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

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

City

Signed by:
By  _____
A26A2341986549C

Date 8/8/2025

Contractor

By Lezlee Nordstrom

Title Sales & Strategy Lead

Date July, 30, 2025

Exhibit A



Proposal

Spaces Inc
14950 W 86th St
Lenexa, KS 66215
Phone: (913) 894-8900
Email: info@spacesinc.com
www.spacesinc.com

Order Number	3049
Date	07/22/2025
Customer PO No	
Customer Name	City of Independence Missouri
Salesperson	Lezlee Nordstrom
Terms	* 50% DEPOSIT NET 20
Page	1 of 3

T City of Independence Missouri
O 111 E Maple Ave
Independence, MO 64050

ATTN: Danny Jonas
Phone: 816-536-8868
Email: danny@project-advocates.com

S City of Independence Missouri
H 111 E Maple Ave
I Independence, MO 64050
P

T ATTN: Danny Jonas
O Phone: 816-536-8868
Email: danny@project-advocates.com

Prepared for : Lezlee Nordstrom

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	Multi Systems Installation Inc 19808 Moving, storing, and re-installing of certain existing furniture fixtures equipment as well as the procurement and installtion of certain new furniture fixtures and equipment.	87,726.00	87,726.00
Order Sub-Total :				\$87,726.00
TOTAL ORDER :				\$87,726.00

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Buyer Intials:_____



Proposal

Spaces Inc
14950 W 86th St
Lenexa, KS 66215
Phone: (913) 894-8900
Email: info@spacesinc.com
www.spacesinc.com

Order Number	3049
Date	07/22/2025
Customer PO No	
Customer Name	City of Independence Missouri
Salesperson	Lezlee Nordstrom
Terms	* 50% DEPOSIT NET 20
Page	2 of 3

TERMS & CONDITIONS OF SALE

By signing and dating this document, the Customer agrees to all terms and conditions shown herein and furthermore, agrees in good faith, that a purchase order addressed to Spaces, Inc., is forthcoming for the product(s) and material(s) and/or service(s) shown on the proposal.

BILLING AND PAYMENT TERMS: An initial progress payment of 50% is required with all orders over \$2,500 and is due prior to the order being placed. The balance will be invoiced upon delivery to site less any significant punch items. Buyer agrees to pay the net balance within 20 days of invoice date. Identified punch items will be invoiced upon completion and will be due upon receipt. Credit Card payments are accepted with a 3% surcharge applied to the balance being paid.

Buyer additionally agrees to pay all expenses, attorney fees and court costs which SPACESINC incurs by reason of Buyer's default or non-payment. Acceptance of delivery constitutes acceptance of the product(s) and material(s) as delivered.

TAXES: Prices may or may not include any applicable sales, use or any other tax. Any applicable taxes will be added to price at the time of invoicing and Buyer agrees to pay same. If tax is not added, payment of tax is the responsibility of the Buyer as due to the receiving State.

DELIVERY AND INSTALLATION: In the event that delivery and/or installation is required as a part of the proposal, the following provisions shall apply.

1. **CONDITION OF JOB SITE** – The job site shall be clean, clear and free of debris prior to installation.
2. **JOB SITE SERVICE** – Electric current, heat, hoisting and/or elevator service will be provided without charge to SPACESINC. Adequate facilities for off-loading, staging, moving and handling of product(s) and material(s) shall be provided.
3. **DELIVERY DURING NORMAL BUSINESS HOURS** – Delivery, receiving of product at the job site, installation will be made during normal working hours (Monday – Friday 8:00 AM – 5:00 PM). Overtime work performed at the Buyer's request will be billed at 1.5 times the hourly rate for evenings and Saturday and 2 times the hourly rate for Sundays.
4. **DAMAGE** – After arrival at the site, any loss or damage by weather, or trades, such as painting or plastering, by fire or other element shall be the responsibility of the Buyer, and the Buyer agrees to hold SPACESINC harmless from loss for such reasons.
5. **DELAYS AND SCHEDULE CHANGES** – SPACESINC is not responsible for delays in delivery due to conditions beyond our control. Any changes or delays may incur additional handling and/or storage costs to be paid by the Buyer.

WARRANTY AND LIMITATION OF REMEDIES: The only warranties which are provided are those of the manufacturer. The SPACESINC hereby EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Resort to the manufacturer's warranty constitutes the Buyer's exclusive remedy. In any event, no consequential or incidental damages are recoverable from the SPACESINC. Service or Warranty labor that is not covered by the manufacturer may be billed to the Buyer. Installation labor is good for 1 year from the date of completion.

WAREHOUSE AND STORAGE: Product(s) and material(s) are ordered and manufactured to meet just-in-time (JIT) installation schedules. A storage fee will be incurred if the Buyer delays delivery beyond the original agreed installation date for product and materials held beyond 14-days.

INSURANCE: SPACESINC agrees to furnish adequate insurance for product(s) and material(s) stored in SPACESINC's facilities or in transit in SPACESINC's trucks. Buyer agrees to provide adequate insurance coverage for product(s) and material(s) that is on-site at Buyers's location including work-in-process, stored materials and finished product(s) and material(s).

CANCELLATION: In the event that this proposal is approved and submitted by the Buyer to the SPACESINC and becomes an order, it is understood and agreed that it cannot be cancelled or changed as determined by the manufacturers' policy and with written mutual consent of all parties. This includes product(s) and material(s) ordered with specifically ordered colors, finishes, sizes, materials, or others.

DESIGN: All design coordinated layouts, equipment suggestions and colors are the exclusive property of SPACESINC and use of them by other parties is prohibited unless design is the result of a contractual design service agreement.

Buyer Initials: _____



Proposal

Spaces Inc
14950 W 86th St
Lenexa, KS 66215
Phone: (913) 894-8900
Email: info@spacesinc.com
www.spacesinc.com

Order Number	3049
Date	07/22/2025
Customer PO No	
Customer Name	City of Independence Missouri
Salesperson	Lezlee Nordstrom
Terms	* 50% DEPOSIT NET 20
Page	3 of 3

SECURITY INTEREST: Buyer hereby grants to SPACESINC a security interest in all items or goods furnished pursuant to this contract and in the proceeds thereof (the “Collateral”), to secure the payment of all charges hereunder including, but not limited to, the purchase price for all such items or good, costs of storage, and costs of collection including without limitation reasonable attorneys’ fees and expenses. In the event of any default, SPACESINC may enter upon the premises where the Collateral is located and immediately repossess same, and dispose of same by private or public sales after five (5) calendar days written notice to Buyer, and the proceeds of such disposition shall be first applied to any attorneys’ fees or expenses of collection incurred by SPACESINC and the balance applied to any amounts then owed by Buyer to SPACESINC by reason of goods or services work, labor or material furnished pursuant to this document. This proposal, when accepted by Buyer as herein provided, shall constitute a security agreement with respect to the goods. This document shall constitute a UCC financing statement when recorded and filed with the Secretary of State in the project’s geographic location, and a fixture filing when recorded with the Probate Court in the County where the goods have been installed. In addition to all others rights that it may possess, SPACESINC shall have the right, at any time for credit reasons, or because of any Buyer default or defaults, to withhold shipments, in whole or in part, and to recall goods in transit, retake same and repossess all goods which may be stored with SPACESINC for Buyer’s account, without the necessity of taking any other proceedings, and Buyer consents that all the goods so recalled, retaken, or repossessed shall become the absolute property of SPACESINC, as to such default. In the event Buyer is in default of any of its obligations hereunder or of any other obligations to SPACESINC, SPACESINC may, in addition to any other rights or remedies provided for herein or available to SPACESINC at law or in equity: (i) withhold performance of any obligation of SPACESINC hereunder or any other obligation of SPACESINC to Buyer, including delivery and/or installation of any other goods, and (ii) set-off against any amount owed Buyer an amount equal to the damages incurred by SPACESINC arising out of Buyer’s default hereunder or under any other obligation of Buyer to SPACESINC.

MEDIATION AND ARBITRATION: All disputes between the Parties arising out of this Agreement shall be resolved by submission to Mediation on the following terms: The parties shall attempt in good faith to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be referred to a mediator selected by mutual agreement. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within forty (40) days following written demand for Mediation. The Mediator’s fee shall be shared equally by the parties. Should any dispute not be resolved by Mediation, the dispute shall be submitted to arbitration in Johnson County, Kansas, pursuant to the rules of the American Arbitration Association.

NO OTHER AGREEMENTS: The parties covenant by their signature hereto and specifically represent that they have read and reviewed this document in its totality and that it sets forth the entire agreement the parties regarding the transaction set forth herein. Specifically, the parties agree there are no other terms, conditions, or agreements, express or implied, other than those set forth herein except those set forth in the specifications, delivery and installation schedules of the SPACESINC. To the extent that the Buyer has submitted any terms, conditions, or agreements which differ from those set forth in this document, those terms, conditions, and agreements are hereby objected to and rejected by the SPACESINC. The terms and conditions of this agreement cannot be varied except upon the written approval of both Buyer and SPACESINC.

ACCEPTANCE: This proposal for the purchase of product(s) and material(s) must be approved and submitted to the SPACESINC within 10 days to ensure firm prices, unless otherwise agreed upon.

Company Name: _____

Printed Name: _____

Authorized Signature: _____

Date: _____

Buyer Intials:_____

Exhibit B – New Furniture Scope

Pricing Proposal



Proposal

Spaces Inc
14950 W 86th St
Lenexa, KS 66215
Phone: (913) 894-8900
Email: info@spacesinc.com
www.spacesinc.com

Order Number	3272
Date	11/04/2025
Customer PO No	
Customer Name	City of Independence Missouri
Salesperson	Lezlee Nordstrom
Terms	* 50% DEPOSIT NET 20
Page	1 of 4

T City of Independence Missouri
O 111 E Maple Ave
Independence, MO 64050

ATTN: Danny Jonas
Phone: 816-536-8868
Email: danny@project-advocates.com

S Independence Justice Center
H 17221 E 23rd Street S
I Independence, MO 64057
P

T ATTN: Danny Jonas
O Phone: 816-536-8868
Email: danny@project-advocates.com

Prepared for : Lezlee Nordstrom

Group	Quantity	Description	Unit Price	Extended Amount
01	1.0	INVESTIGATIONS 201 (30)- 8.5 X 8 U-Shaped Workstations (Includes 6 Round Tables)	189,598.26	189,598.26
02	1.0	SEX CRIMES 202 (9)- 8.5 X 8 U-Shaped Workstations	49,601.44	49,601.44
03	1.0	CYBER CRIMES 215 (3)- 6 X 8 and 7 X 7 Workstations	23,345.62	23,345.62
04	1.0	CRIME ANALYST 218 (5)- 8 X 7.5 and 8 X 12 Workstations	23,357.07	23,357.07
05	1.0	STREET CRIMES 232 (8)- 7 X 9 Workstations (Includes 2 meeting tables)	46,548.12	46,548.12
06	1.0	COPY/ BREAK 204 (1) 54 X 54 Half Racetrack Table w/ Pedestal Base (3) Barstools	1,851.07	1,851.07
07	1.0	WAR ROOM 205 (20) Tables (20) Armless Chairs (20) Chairs w/ Arms (10) Charging Power Banks (1) Lectern	42,269.60	42,269.60
08	1.0	INTERVIEW 220/ 221 (1) 42 X 72W (1) 42 X 60 Table (6) Armless Chairs	11,265.37	11,265.37
09	1.0	SOFT INTERVIEW 222/ 226 (4) Lounge Chairs (2) Love Seats (2) 20 X 20 Side Tables (1) 36" Diameter Coffee Table	18,105.35	18,105.35
10	1.0	MONITORING 224 30 X 72 Desk w/ Gallery Panels, Countertop, and Box Box File	1,896.77	1,896.77

Buyer Initials: _____



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11	1.0	INTERVIEW 321/ 322 (8) Armless Chairs on Casters	1,783.44	1,783.44
12	1.0	CHIEF 341 (1) 32 X 25 Coffee Table (2) Lounge Chairs (1) Three-Seat Sofa	16,599.93	16,599.93
13	1.0	P.S. ADMIN SECRETARY 324, LOBBY 245 (2) Quickstand Eco for Dual Monitor Arms	953.00	953.00
14	1.0	PRODUCTION STUDIO 330 (1) L-Shaped Worksurfaces w/ (2) FF and (2) BBF, and a common top for existing lateral files	2,311.20	2,311.20
15	1.0	QUIET/ LACTATION 336 (1) High- Back Lounge Chair	1,948.85	1,948.85
16	1.0	CONFERENCE 349/ 352 (2) 48 X 84 Desk Height Huddle Tables (Bullet Top) w/ Power	6,717.68	6,717.68
17	1.0	EQUIPMENT 242 AND INVENTORY OFFICE 362/ 363 (2) 24D X 96W X 84H Open Shelving (5 Shelves Total) (1) 24D X 36W X 84H Open Shelving (5 Shelves Total)	1,870.72	1,870.72
18	1.0	EXISTING PRIVATE OFFICES (29) Height- Adjustable Base and Modesty	20,575.50	20,575.50
19	1.0	MONITOR ARMS AND DESKTOP POWER MODULES (79) Dual Monitor Arms (5) Triple Monitor Arms (58) Desktop Power Modules	34,226.40	34,226.40
20	1.0	TASK CHAIRS (31) Standard (42) Big & Tall	54,591.16	54,591.16
21	1.0	FREIGHT	19,370.05	19,370.05
22	1.0	INSTALLATION	80,514.16	80,514.16

Order Sub-Total : \$649,300.76

TOTAL ORDER : \$649,300.76

Required Deposit 50% : \$324,650.38

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Buyer Initials:_____



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TERMS & CONDITIONS OF SALE

By signing and dating this document, the Customer agrees to all terms and conditions shown herein and furthermore, agrees in good faith, that a purchase order addressed to Spaces, Inc., is forthcoming for the product(s) and material(s) and/or service(s) shown on the proposal.

BILLING AND PAYMENT TERMS: An initial progress payment of 50% is required with all orders over \$2,500 and is due prior to the order being placed. The balance will be invoiced upon delivery to site less any significant punch items. Buyer agrees to pay the net balance within 20 days of invoice date. Identified punch items will be invoiced upon completion and will be due upon receipt. Credit Card payments are accepted with a 3% surcharge applied to the balance being paid.

Buyer additionally agrees to pay all expenses, attorney fees and court costs which SPACESINC incurs by reason of Buyer's default or non-payment. Acceptance of delivery constitutes acceptance of the product(s) and material(s) as delivered.

TAXES: Prices may or may not include any applicable sales, use or any other tax. Any applicable taxes will be added to price at the time of invoicing and Buyer agrees to pay same. If tax is not added, payment of tax is the responsibility of the Buyer as due to the receiving State.

DELIVERY AND INSTALLATION: In the event that delivery and/or installation is required as a part of the proposal, the following provisions shall apply.

1. **CONDITION OF JOB SITE** – The job site shall be clean, clear and free of debris prior to installation.
2. **JOB SITE SERVICE** – Electric current, heat, hoisting and/or elevator service will be provided without charge to SPACESINC. Adequate facilities for off-loading, staging, moving and handling of product(s) and material(s) shall be provided.
3. **DELIVERY DURING NORMAL BUSINESS HOURS** – Delivery, receiving of product at the job site, installation will be made during normal working hours (Monday – Friday 8:00 AM – 5:00 PM). Overtime work performed at the Buyer's request will be billed at 1.5 times the hourly rate for evenings and Saturday and 2 times the hourly rate for Sundays.
4. **DAMAGE** – After arrival at the site, any loss or damage by weather, or trades, such as painting or plastering, by fire or other element shall be the responsibility of the Buyer, and the Buyer agrees to hold SPACESINC harmless from loss for such reasons.
5. **DELAYS AND SCHEDULE CHANGES** – SPACESINC is not responsible for delays in delivery due to conditions beyond our control. Any changes or delays may incur additional handling and/or storage costs to be paid by the Buyer.

WARRANTY AND LIMITATION OF REMEDIES: The only warranties which are provided are those of the manufacturer. The SPACESINC hereby EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Resort to the manufacturer's warranty constitutes the Buyer's exclusive remedy. In any event, no consequential or incidental damages are recoverable from the SPACESINC. Service or Warranty labor that is not covered by the manufacturer may be billed to the Buyer. Installation labor is good for 1 year from the date of completion.

WAREHOUSE AND STORAGE: Product(s) and material(s) are ordered and manufactured to meet just-in-time (JIT) installation schedules. A storage fee will be incurred if the Buyer delays delivery beyond the original agreed installation date for product and materials held beyond 14-days.

INSURANCE: SPACESINC agrees to furnish adequate insurance for product(s) and material(s) stored in SPACESINC's facilities or in transit in SPACESINC's trucks. Buyer agrees to provide adequate insurance coverage for product(s) and material(s) that is on-site at Buyers's location including work-in-process, stored materials and finished product(s) and material(s).

CANCELLATION: In the event that this proposal is approved and submitted by the Buyer to the SPACESINC and becomes an order, it is understood and agreed that it cannot be cancelled or changed as determined by the manufacturers' policy and with written mutual consent of all parties. This includes product(s) and material(s) ordered with specifically ordered colors, finishes, sizes, materials, or others.

DESIGN: All design coordinated layouts, equipment suggestions and colors are the exclusive property of SPACESINC and use of them by other parties is prohibited unless design is the result of a contractual design service agreement.

Buyer Initials: _____



Proposal

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Company Name: _____

Printed Name: _____

Authorized Signature: _____

Date: _____

Buyer Initials: _____

Deposit Invoice



Deposit Invoice

Spaces Inc
14950 W 86th St
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Phone: (913) 894-8900
Email: info@spacesinc.com
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Order Number	3272
Date	11/04/2025
Customer PO No	
Customer Name	City of Independence Missouri
Salesperson	Lezlee Nordstrom
Terms	* 50% DEPOSIT NET 20
Page	1 of 4

T City of Independence Missouri
O 111 E Maple Ave
Independence, MO 64050

ATTN: Danny Jonas
Phone: 816-536-8868
Email: danny@project-advocates.com

S Independence Justice Center
H 17221 E 23rd Street S
I Independence, MO 64057
P

T ATTN: Danny Jonas
O Phone: 816-536-8868
Email: danny@project-advocates.com

Prepared for : Lezlee Nordstrom

Group	Quantity	Description	Unit Price	Extended Amount
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Buyer Initials: _____



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22	1.0	INSTALLATION	80,514.16	80,514.16

Order Sub-Total : \$649,300.76

TOTAL ORDER : \$649,300.76

Required Deposit 50.0% : \$324,650.38

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WARRANTY AND LIMITATION OF REMEDIES: The only warranties which are provided are those of the manufacturer. The SPACESINC hereby EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Resort to the manufacturer's warranty constitutes the Buyer's exclusive remedy. In any event, no consequential or incidental damages are recoverable from the SPACESINC. Service or Warranty labor that is not covered by the manufacturer may be billed to the Buyer. Installation labor is good for 1 year from the date of completion.

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DESIGN: All design coordinated layouts, equipment suggestions and colors are the exclusive property of SPACESINC and use of them by other parties is prohibited unless design is the result of a contractual design service agreement.

Buyer Initials: _____



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Page	4 of 4

SECURITY INTEREST: Buyer hereby grants to SPACESINC a security interest in all items or goods furnished pursuant to this contract and in the proceeds thereof (the "Collateral"), to secure the payment of all charges hereunder including, but not limited to, the purchase price for all such items or good, costs of storage, and costs of collection including without limitation reasonable attorneys' fees and expenses. In the event of any default, SPACESINC may enter upon the premises where the Collateral is located and immediately repossess same, and dispose of same by private or public sales after five (5) calendar days written notice to Buyer, and the proceeds of such disposition shall be first applied to any attorneys' fees or expenses of collection incurred by SPACESINC and the balance applied to any amounts then owed by Buyer to SPACESINC by reason of goods or services work, labor or material furnished pursuant to this document. This proposal, when accepted by Buyer as herein provided, shall constitute a security agreement with respect to the goods. This document shall constitute a UCC financing statement when recorded and filed with the Secretary of State in the project's geographic location, and a fixture filing when recorded with the Probate Court in the County where the goods have been installed. In addition to all others rights that it may possess, SPACESINC shall have the right, at any time for credit reasons, or because of any Buyer default or defaults, to withhold shipments, in whole or in part, and to recall goods in transit, retake same and repossess all goods which may be stored with SPACESINC for Buyer's account, without the necessity of taking any other proceedings, and Buyer consents that all the goods so recalled, retaken, or repossessed shall become the absolute property of SPACESINC, as to such default. In the event Buyer is in default of any of its obligations hereunder or of any other obligations to SPACESINC, SPACESINC may, in addition to any other rights or remedies provided for herein or available to SPACESINC at law or in equity: (i) withhold performance of any obligation of SPACESINC hereunder or any other obligation of SPACESINC to Buyer, including delivery and/or installation of any other goods, and (ii) set-off against any amount owed Buyer an amount equal to the damages incurred by SPACESINC arising out of Buyer's default hereunder or under any other obligation of Buyer to SPACESINC.

MEDIATION AND ARBITRATION: All disputes between the Parties arising out of this Agreement shall be resolved by submission to Mediation on the following terms: The parties shall attempt in good faith to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be referred to a mediator selected by mutual agreement. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within forty (40) days following written demand for Mediation. The Mediator's fee shall be shared equally by the parties. Should any dispute not be resolved by Mediation, the dispute shall be submitted to arbitration in Johnson County, Kansas, pursuant to the rules of the American Arbitration Association.

NO OTHER AGREEMENTS: The parties covenant by their signature hereto and specifically represent that they have read and reviewed this document in its totality and that it sets forth the entire agreement the parties regarding the transaction set forth herein. Specifically, the parties agree there are no other terms, conditions, or agreements, express or implied, other than those set forth herein except those set forth in the specifications, delivery and installation schedules of the SPACESINC. To the extent that the Buyer has submitted any terms, conditions, or agreements which differ from those set forth in this document, those terms, conditions, and agreements are hereby objected to and rejected by the SPACESINC. The terms and conditions of this agreement cannot be varied except upon the written approval of both Buyer and SPACESINC.

ACCEPTANCE: This proposal for the purchase of product(s) and material(s) must be approved and submitted to the SPACESINC within 10 days to ensure firm prices, unless otherwise agreed upon.

Company Name: _____

Printed Name: _____

Authorized Signature: _____

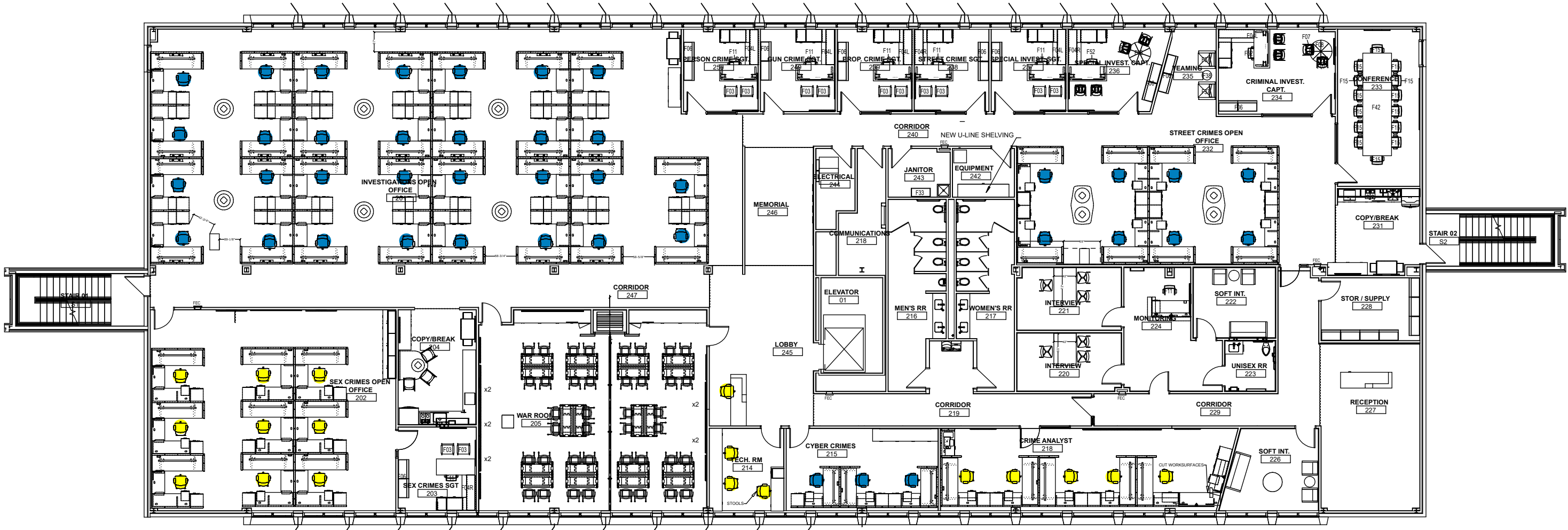
Date: _____

Buyer Initials: _____

Furniture Package

TASK CHAIR
FLOOR PLAN

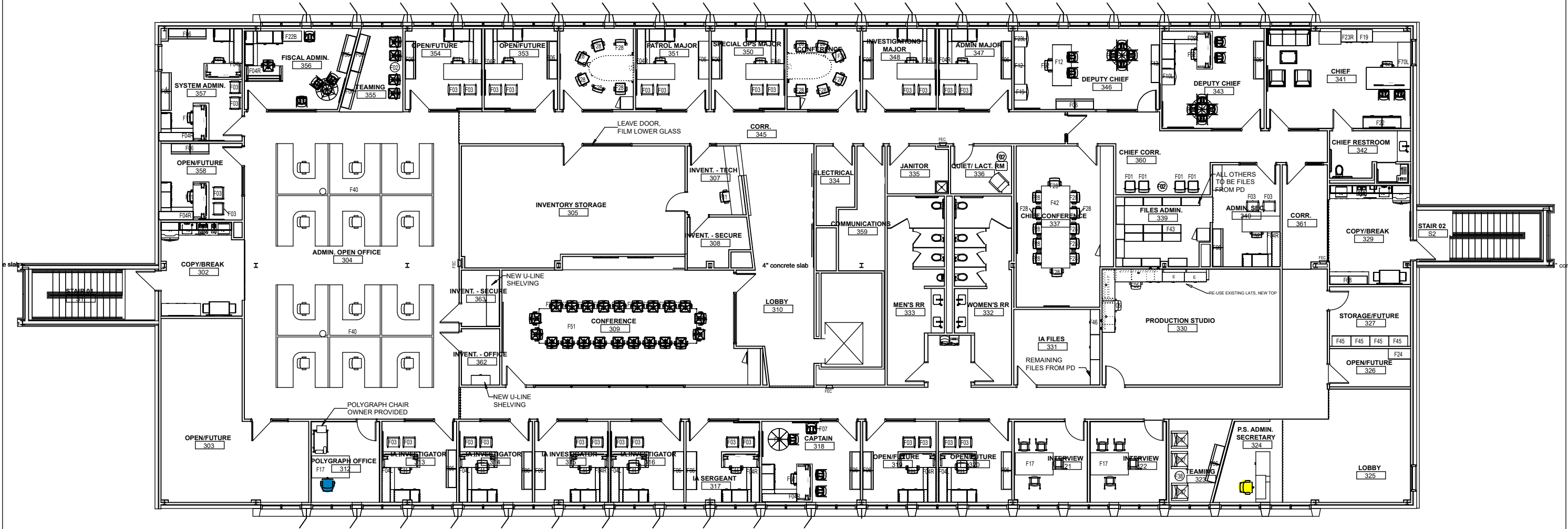
- NEW STANDARD SIZE TASK CHAIR
- NEW BIG AND TALL SIZE TASK CHAIR



TASK CHAIR
FLOOR PLAN

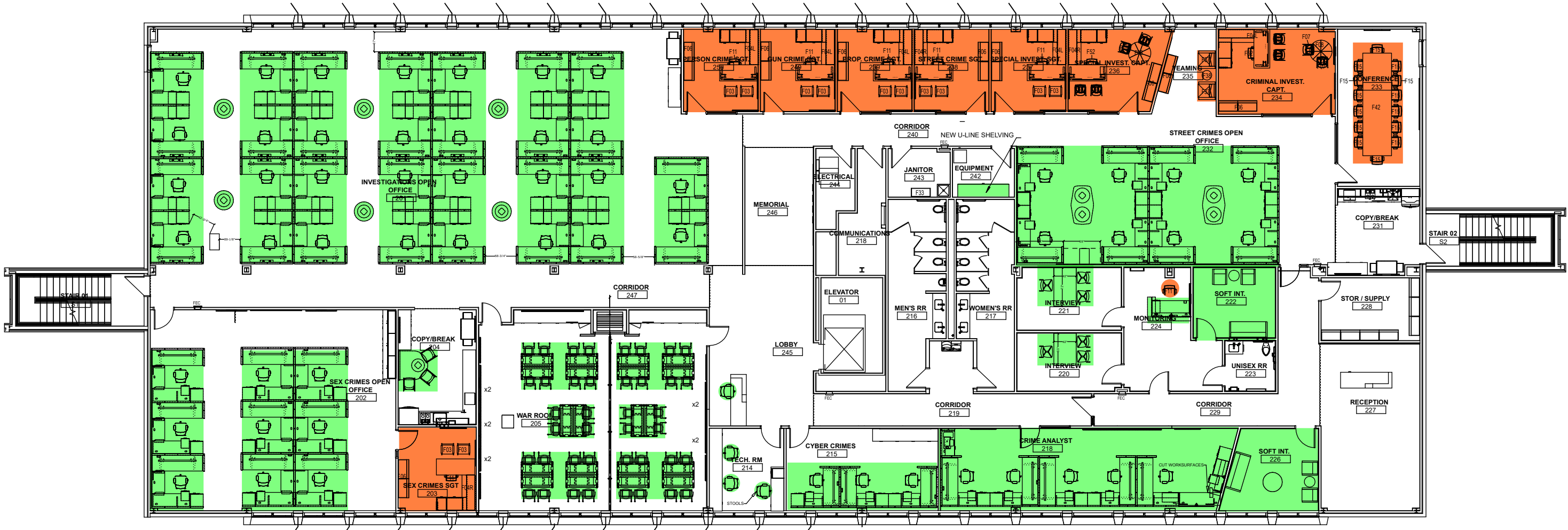
NEW STANDARD SIZE TASK CHAIR

NEW BIG AND TALL SIZE TASK CHAIR



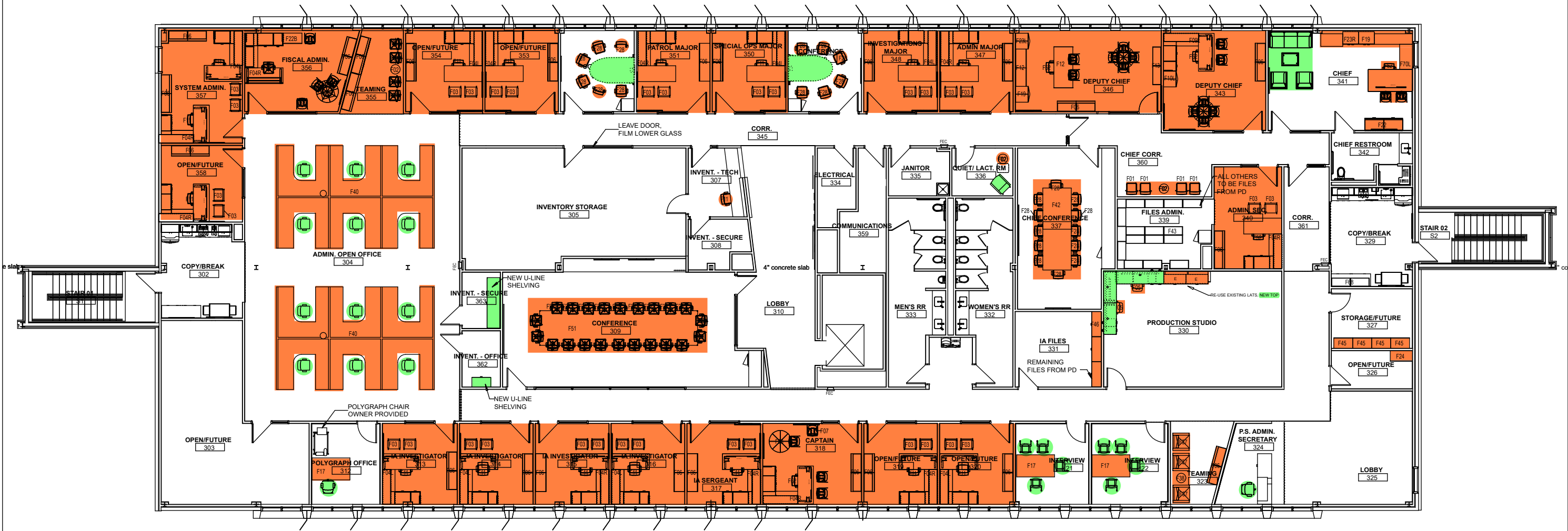
EXISTING VS. NEW FLOOR PLAN

- NEW FURNITURE
- EXISTING FURNITURE



EXISTING VS. NEW FLOOR PLAN

- NEW FURNITURE
- EXISTING FURNITURE



SPACES, INC.
14950 W. 86TH ST.
LENEXA, KS 66215
O. 816.894.8900
DRAWN BY: KMJ
10/30/2025

INDEPENDENCE JUSTICE CENTER 3RD FLOOR



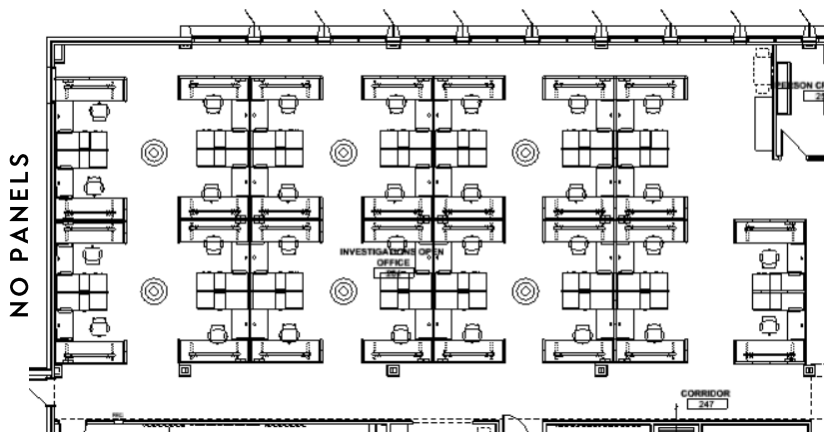
Project: INDEPENDENCE JUSTICE CENTER
Location: 17221 EAST 23RD STREET | INDEPENDENCE,MO 64057

INDEPENDENCE JUSTICE CENTER

PREPARED BY SPACES INC

NOVEMBER 2025

INVESTIGATIONS OPEN OFFICE 201



ALLSTEEL TERRACE – 8.5 X 8 U-SHAPE

PANEL HEIGHT – 50”H (TACKABLE + MARKERBOARD)
 FRAMED GLASS- 15”H
 EXTERIOR TILES – LAMINATE
 INTERIOR TILES – FABRIC

30D x 96W HEIGHT-ADJUSTABLE DESKS
 24D x 42W WORKSURFACE
 24D x 48W WORKSURFACE

FINISHES:

PANEL FABRIC: VAST, MOUNTAIN RANGE
 PANEL LAMINATE: NEOWALNUT
 PANEL TRIM: SILVER
 GLASS: CLEAR
 WORKSURFACE LAMINATE: LOFT
 STORAGE PAINT: FLINT
 STORAGE PULLS: SQUARE, SILVER
 POWER MODULE: WHITE
 TABLE LAMINATE: PINNACLE WALNUT
 TABLE BASE: FLINT

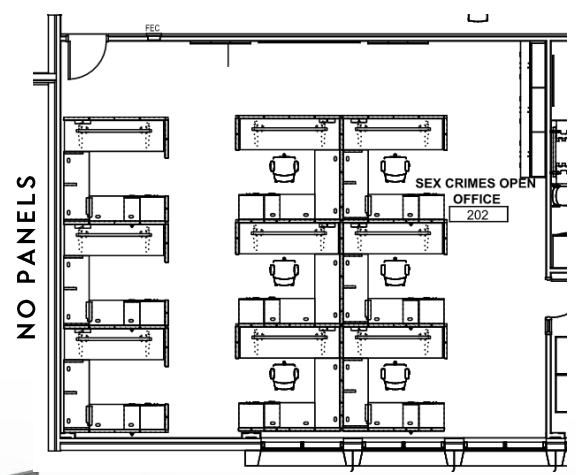
BOX/BOX/FILE, METAL
 65H X 24W STORAGE TOWER
 WITH WARDROBE, HINGED DOOR
 AND FILE/FILE, METAL

DESKTOP POWER MODULE (1)

36ROUND COLLABORATIVE TABLE

MARKER TRAY PER ONE MARKERBOARD

SEX CRIMES OPEN OFFICE 202



ALLSTEEL TERRACE - 8.5 X 8 U-SHAPE

PANEL HEIGHT - 50"H (TACKABLE + MARKERBOARD)
 FRAMED GLASS- 15"H
 WINDOW WALL PANEL HEIGHT - 35"H
 EXTERIOR TILES - LAMINATE
 INTERIOR TILES - FABRIC

30D x 96W HEIGHT-ADJUSTABLE DESKS
 24D x 66W WORKSURFACE
 24D x 48W WORKSURFACE

FINISHES:

PANEL FABRIC: VAST, MOUNTAIN RANGE
 PANEL LAMINATE: NEOWALNUT
 PANEL TRIM: SILVER
 GLASS: CLEAR
 WORKSURFACE LAMINATE: LOFT
 STORAGE PAINT: FLINT
 STORAGE PULLS: SQUARE, SILVER
 POWER MODULE: WHITE
 CUSHION: RUSH, MIDNIGHT

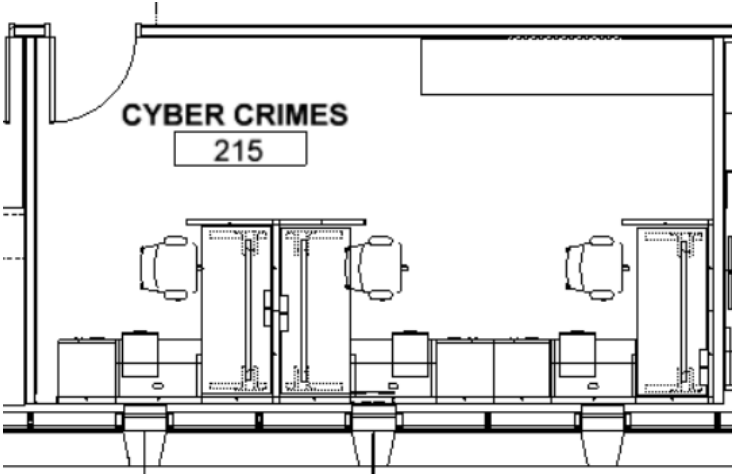
BOX/BOX/FILE, METAL
 65H X 24W STORAGE TOWER
 WITH WARDROBE, HINGED DOOR
 AND FILE/FILE, METAL

DESKTOP POWER MODULE (1)

MARKER TRAY PER ONE MARKERBOARD



CYBER CRIMES 215



ALLSTEEL TERRACE

- (2) 6 X 8 L-SHAPE
- (1) 7 X 7 L-SHAPE

PANEL HEIGHT - 65H (TACKABLE + MARKERBOARD)
FRAMED GLASS - 15H

- 30D x 48W HEIGHT-ADJUSTABLE DESKS (2)
- 30D x 60W HEIGHT-ADJUSTABLE DESKS (1)
- 24D x 72W WORKSURFACE (2)
- 24D x 60W WORKSURFACE (1)

FINISHES:

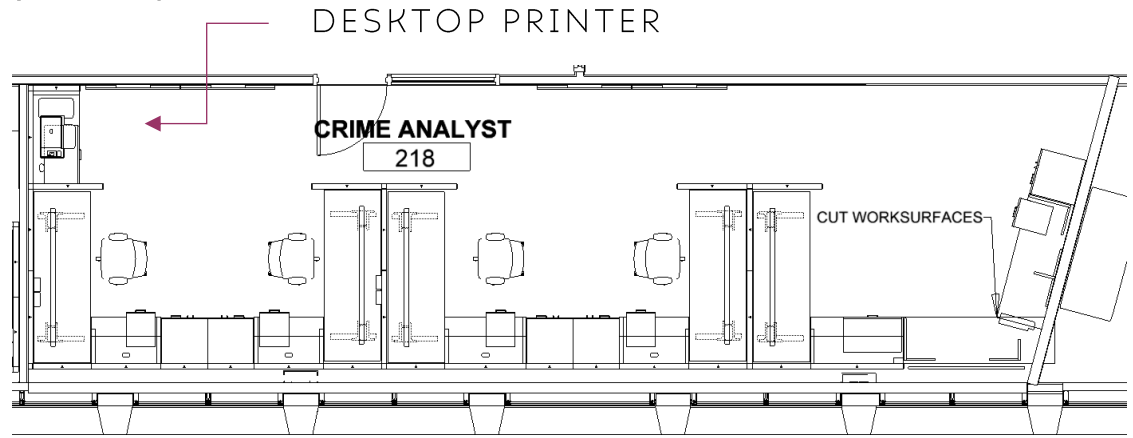
- PANEL FABRIC: VAST, MOUNTAIN RANGE
- PANEL LAMINATE: NEOWALNUT
- PANEL TRIM: SILVER
- GLASS: CLEAR
- WORKSURFACE LAMINATE: LOFT
- STORAGE PAINT: FLINT
- STORAGE PULLS: SQUARE, SILVER
- POWER MODULE: WHITE
- CUSHION: RUSH, MIDNIGHT

65H X 24W STORAGE TOWER
WITH WARDROBE, HINGED DOOR AND
BOX/ FILE/FILE, METAL
HINGED DOOR, METAL

DESKTOP POWER MODULE (1)

MARKER TRAY PER ONE MARKERBOARD

CRIME ANALYST 218



ALLSTEEL TERRACE –

(4) 8 X 7.5 L-SHAPE
(1) 8 X 12 – U-SHAPE

PANEL HEIGHT – 65H
(TACKABLE + MARKERBOARD)
FRAMED GLASS – 15H

30D x 90W HEIGHT-ADJUSTABLE DESKS
24D x 42W WORKSURFACES

65H X 24W STORAGE TOWER WITH
WARDROBE, HINGED DOOR
BOX/ FILE/FILE, METAL
MOBILE BOX/FILES WITH CUSHIONS
SLIDING DOOR OVERHEADS, METAL
DESKTOP POWER MODULE (1)

FINISHES:

PANEL FABRIC: VAST, MOUNTAIN RANGE
PANEL LAMINATE: NEO WALNUT
PANEL TRIM: SILVER
GLASS: CLEAR
WORKSURFACE LAMINATE: LOFT
STORAGE PAINT: FLINT
STORAGE PULLS: SQUARE, SILVER
POWER MODULE: WHITE
CUSHION: RUSH, MIDNIGHT

PRINTER AREA:

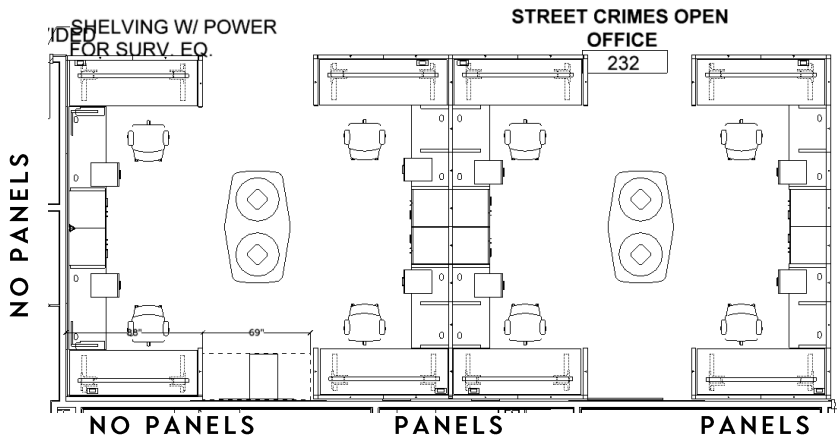
(1) 24D X 48W WORKSURFACE
(1) 30W LATERAL FILE

LARGER STATION INCLUDES:

(1) 24D X 48W WORKSURFACE, (1) 24D X
78W WORKSURFACE, (1) 24D X 66W
WORKSURFACE, 30W LATERAL FILE, 30H X
60W WHITE BOARD

MARKER TRAY PER ONE MARKERBOARD

STREET CRIMES OPEN OFFICE 232



ALLSTEEL TERRACE – 7 X 9 L-SHAPE

PANEL HEIGHT – 50H (TACKABLE)
 FRAMED GLASS – 15H (PERIMETER PANELS ONLY)
 EXTERIOR TILES – LAMINATE
 INTERIOR TILES – FABRIC + MARKERBOARD
 30D x 84W HEIGHT-ADJUSTABLE DESKS
 24D x 54W WORKSURFACES

FINISHES:

PANEL FABRIC: VAST, MOUNTAIN RANGE
 PANEL LAMINATE: NEOWALNUT
 PANEL TRIM: SILVER
 GLASS: CLEAR
 WORKSURFACE LAMINATE: LOFT
 STORAGE PAINT: FLINT
 STORAGE PULLS: SQUARE, SILVER
 POWER MODULE: WHITE
 CUSHION: RUSH, MIDNIGHT

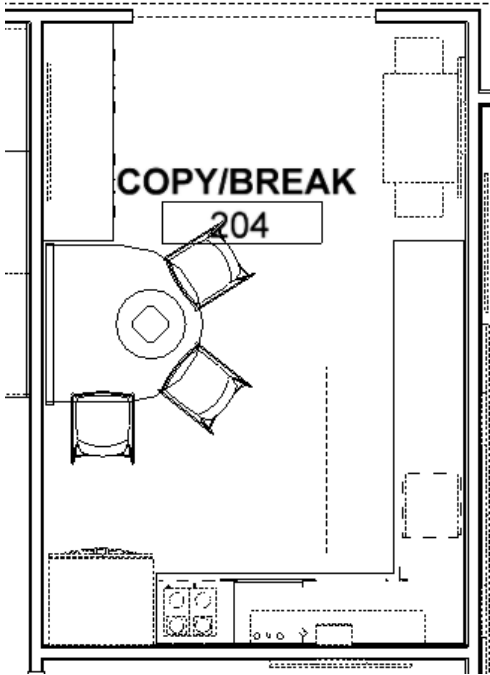
BOX/BOX/FILE, METAL
 65H X 24W STORAGE TOWER WITH WARDROBE, HINGED DOOR AND FILE/FILE, METAL
 DESKTOP POWER MODULE (1)
 42D X 72W COLLABORATIVE TABLES
 MARKER TRAY PER ONE MARKERBOARD

COPY / BREAK 204



FINISHES:
SHELL: REGATTA
BASE: FLINT
GLIDES: FELT

ALLSTEEL LYRIC BARSTOOL



FINISHES:
LAMINATE: LOFT
PAINT: FLINT

ALLSTEEL STRUCTURE

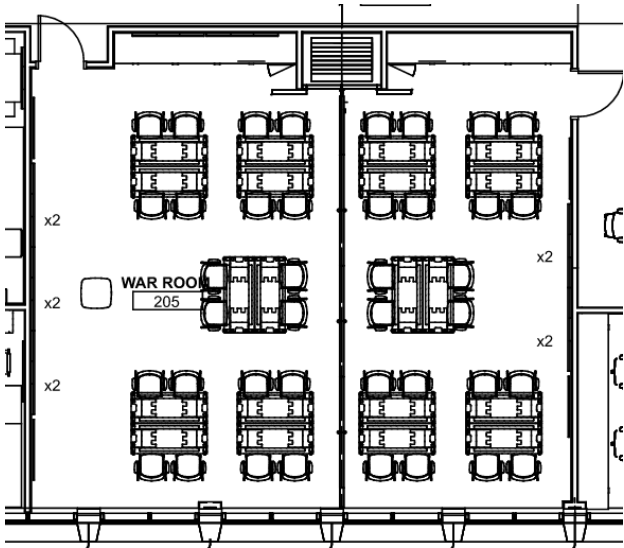
WAR ROOM 205



ALLSTEEL ADMIX

FINISHES:

LAMINATE: LOFT
BASE: SILVER
CASTERS: SILVER



OMNICHARGE

FINISH: BLACK



FINISHES:

LAMINATE TOP: PEACHN
LAMINATE CASE: GREY
PAINT: LUSTER GREY

OFS LAYER LECTERN

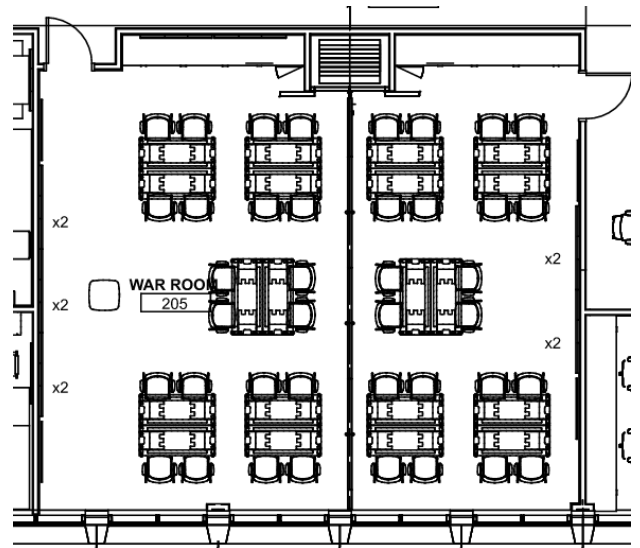
WAR ROOM 205



9 TO 5 BELLA
(50% ARMS + 50% WITHOUT ARMS)

FINISHES:

SHELL: DOVE GREY
SEAT: PAULY, BALTIC
BASE: SILVER



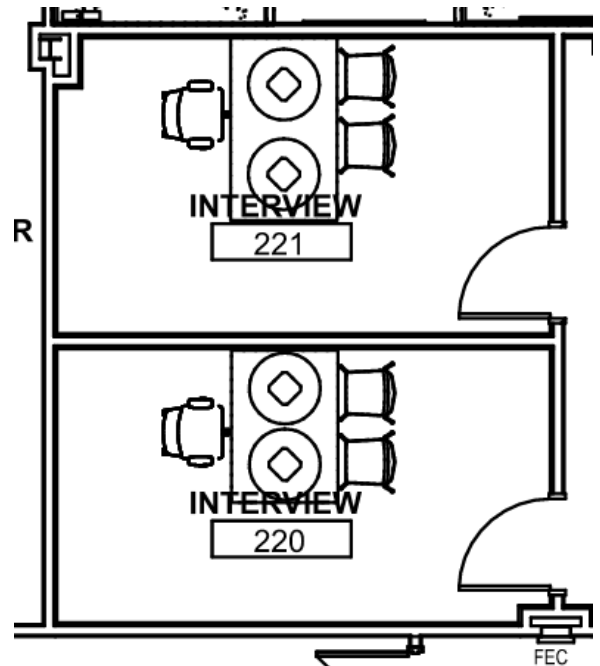
INTERVIEW 220 / 221



ENWORK SENSATION NEXT



9 TO 5 SHUTTLE



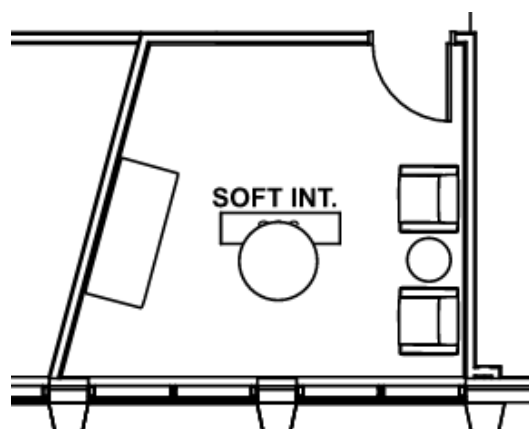
FINISHES:

SOLID SURFACE: GLACIER WHITE
BASE: SILVER

FINISHES:

SHELL: FEDERAL BLUE
FRAME: SILVER
CASTERS: BLACK

SOFT INTERVIEW 226 SOFT INTERVIEW 222



FINISHES:

SOFA / CHAIR
SEAT/BACK UPHOLSTERY:
MAHARAM ELM, DOWNRIVER
SURROUND UPHOLSTERY:
MAHARAM ELM, SPACESHIP
LEGS: LUSTER GREY

OFS DESS
SOFA SEAT WIDTH: 22"
CHAIR SEAT WIDTH: 65.5"

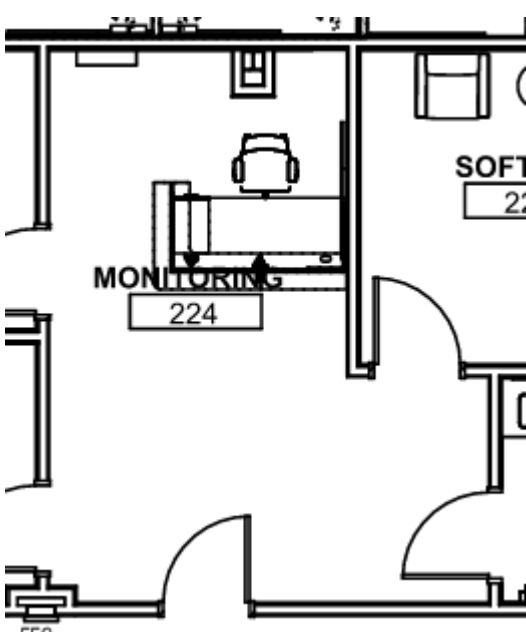


FINISHES:

LAMINATE: PECAN
SOLID SURFACE TOP: CAMEO WHITE

OFS XO – SIDE / COFFEE TABLE

MONITORING 224



**ALLSTEEL TERRACE –
7 X 7.5 L-SHAPE**

GALLERY PANEL HEIGHT – 42H
CORNER TRANSACTION TOP

30D x 72W WORKSURFACE

BOX/BOX/FILE, METAL

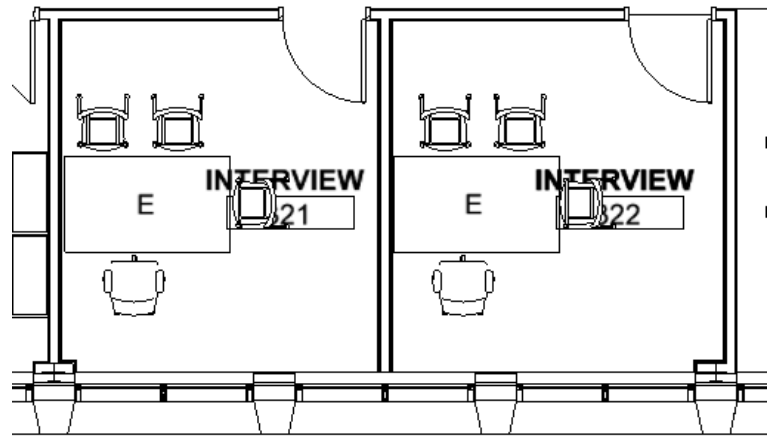
DESKTOP POWER MODULE (1)

FINISHES:

GALLERY PANEL LAMINATE:
NEOWALNUT
TRANSACTION TOP: LOFT
WORKSURFACE LAMINATE: LOFT
PAINT: FLINT
STORAGE PULLS: SQUARE, SILVER
POWER MODULE: WHITE



INTERVIEW 321 / 322



NOTE: 36D X 72W TABLES ARE EXISTING

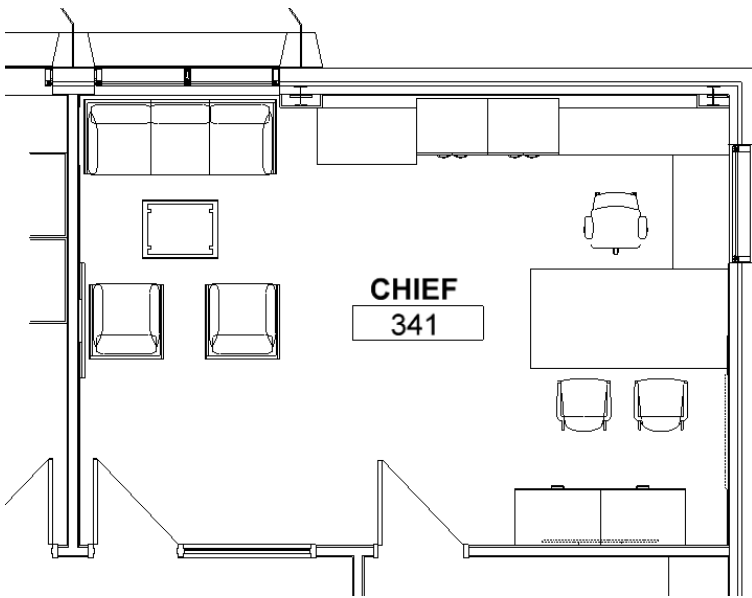


9 TO 5 BELLA

FINISHES:

SHELL: DOVE GREY
SEAT: PAULY, BALTIC
BASE: SILVER

CHIEF 341



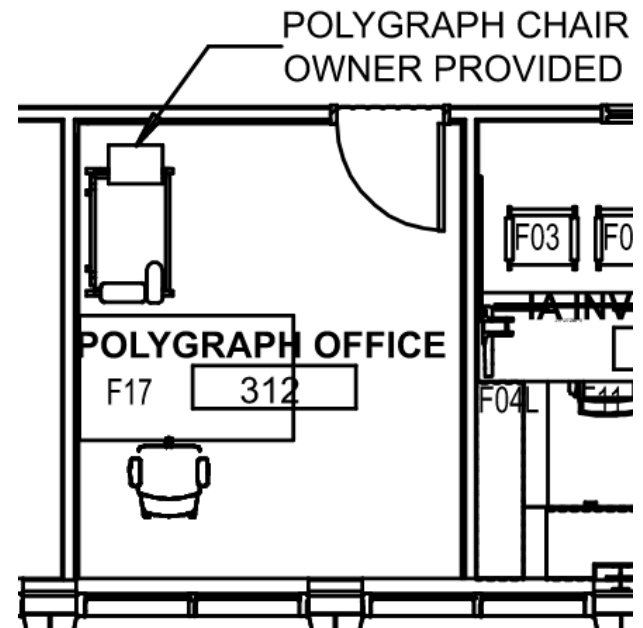
GUNLOCKE CALM SOFA, CHAIRS, COFFEE TABLE

TABLE
TOP: DESIGNER WHITE,
SOLID SURFACE
BASE: SILVER

SOFA
UPHOLSTERY: CONTOURETTE, NAVY
LEGS: SILVER

CHAIRS
SURROUND UPHOLSTERY: CONTOURETTE, NAVY
INSIDE UPHOLSTERY: DESIGNTEX WAYSIDE, MEDIUM BLUE
LEGS: SILVER

POLYGRAPH OFFICE 312



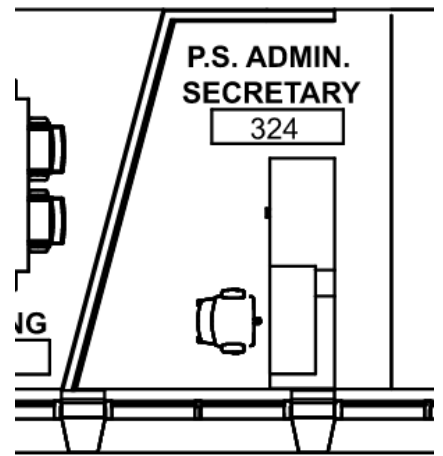
- NOTE:
- EXISTING FURNITURE
- 36D X 72W TABLE
 - POLYGRAPH CHAIR

VIA GENIE TASK CHAIR

FINISHES:

BACK: BLACK
FRAME: BLACK
BASE: BLACK
SEAT: MOMENTUM TRIBECCA, ME
ARM TYPE: ROLL BACK ARMS

P.S. ADMIN SECRETARY 324

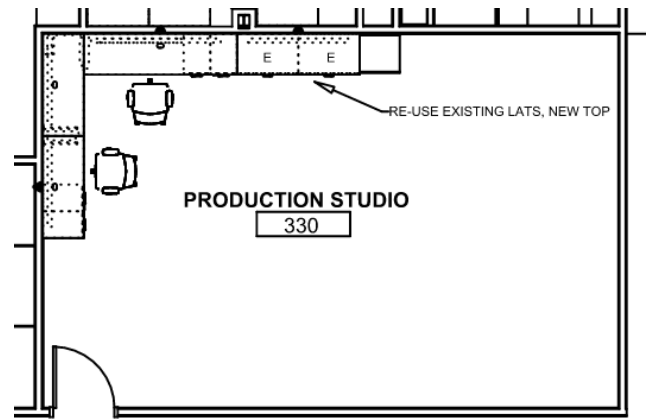


NOTE: CHAIR IS EXISTING



HUMANSIZE QUICKSTAND ECO

PRODUCTION STUDIO 330



ALLSTEEL ALIGN

24D X 60W WORKSURFACES (2)
24D X 90W WORKSURFACE

BOX/BOX/FILES (2)
FILE/FILES (2)

DESKTOP POWER MODULE (2)

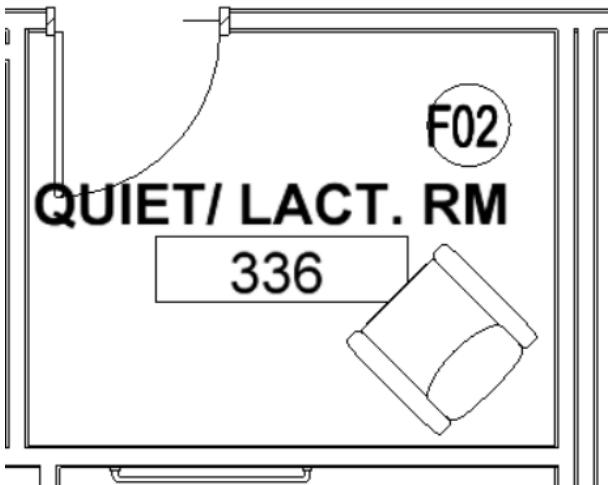
NOTE:
(2) LATERAL FILES ARE EXISTING (WHITE)
TOP TO SPAN WILL BE NEW

FINISHES:

WORKSURFACE LAMINATE: DESIGNER WHITE
SUPPORT PAINT: FLINT
STORAGE PAINT: FLINT
STORAGE PULLS: SQUARE, SILVER
POWER MODULES: WHITE



QUIET/LACT. RM 336



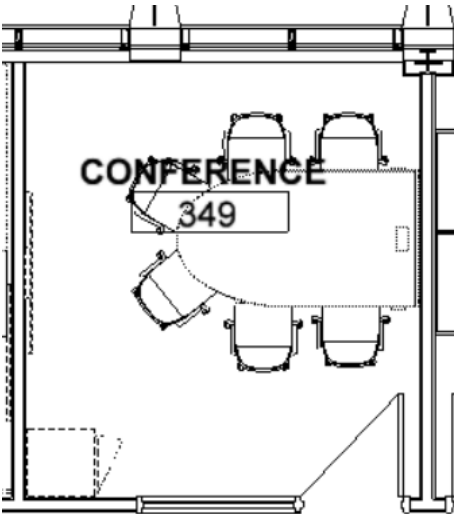
TRINITY FACELIFT REPLAY
BARIATRIC

FINISHES:
UPHOLSTERY:
ARCHITEX CLOUD NINE MIDNIGHT



Midnight

CONFERENCE 349 / 352



OFS INTERMIX

COLLABORATIVE TABLE WITH WALL PANEL TO ACCEPT TV, POWER IN TABLE AND STORAGE CABINET BELOW

FINISHES
LAMINATE: PECAN
BASE: BLACK
POWER: BLACK
PULL: ERA, BLACK

EQUIPMENT 242

INVENT OFFICE 362 / 363



ULINE SHELVING

EQUIPMENT 242 –
(1) 24D X 96W X 84H SHELVING
UNIT WITH FIVE SHELVES

INVENT OFFICE 362 –
(1) 24D X 36W X 84H SHELVING
UNIT WITH FIVE SHELVES

INVENT OFFICE 363 –
24D X 96W X 84H SHELVING UNIT
WITH FIVE SHELVES

TASK CHAIRS



FINISHES:

BACK: BLACK
FRAME: BLACK
BASE: BLACK
SEAT: MOMENTUM TRIBECCA, MARINER
ARM TYPE: ROLL BACK ARMS

VIA GENIE TASK CHAIR

- STANDARD SIZE (ROLL BACK ARMS)
 - SEX CRIMES (9)
 - CRIME ANALYST (5)
 - TECH RM 214 (3)
 - LOBBY 245 (1)
 - ADMIN SECRETARY (324)
- BIG AND TALL SIZE (ROLL BACK ARMS)
 - INVESTIGATIONS (30)
 - STREET CRIMES (8)
 - CYBER CRIMES (3)
 - POLYGRAPH 312 (1)

MONITOR ARMS



FINISHES:
SILVER

QTY: 79

LOCATION:
EXISTING PRIVATE OFFICES
INVESTIGATIONS
SEX CRIMES
CYBER CRIMES
STREET CRIMES

HAT COLLECTIVE E5 DUAL MONITOR ARM



FINISHES:
SILVER

QTY: 5

LOCATION: CRIME ANALYST

HAT COLLECTIVE E5 TRIPLE MONITOR ARM

OFFICE CONVERSION – FIXED TO HEIGHT-ADJUSTABLE DESKS



STANDARD OFFICES: 72"W HEIGHT-ADJUSTABLE WITH MODESTY

CHIEF OFFICE: 84"W HEIGHT-ADJUSTABLE BASE WITH MODESTY

SPACES TEAM



LEZLEE NORDSTROM

POINT OF CONTACT

VP OF SALES + STRATEGY

LNORDSTROM@SPACESINC.COM

816.807.4343



KELSIE JOYCE

DESIGN DIRECTOR

KJOYCE@SPACESINC.COM

913.647.8992



KRISTINA WHORTON

PROJECT MANAGER

KWHORTON@SPACESINC.COM

913.647.8995

WE ARE EXCITED FOR THIS
OPPORTUNITY

THANK YOU FOR
CONSIDERING SPACESINC

ESTD  1993

SPACESINC



SPACESINC.COM



LNORDSTROM@SPACESINC.COM



o: (913) 894-8900 | m: (816) 807-4343

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, and authorizing change orders of up to ten percent (10%) of the authorized amount, for playground equipment for Benton Park for the Parks and Recreation Department. **Item approved 7-0**

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.

The same playground was installed at William Yates Elementary in the spring of 2025.

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
4. Benton Park Playground info
5. William Yates Elementary_1
6. William Yates Elementary_2
7. William Yates Elementary_3
8. William Yates Elementary_4
9. William Yates Elementary_5



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
10/16/2025					
QUOTE: OE25013111					

Page 1 of 4

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	1	0.00	60,731.00	60,731.00
	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				

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,

10/16/2025

QUOTE: OE25013111

Page 2 of 4

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.

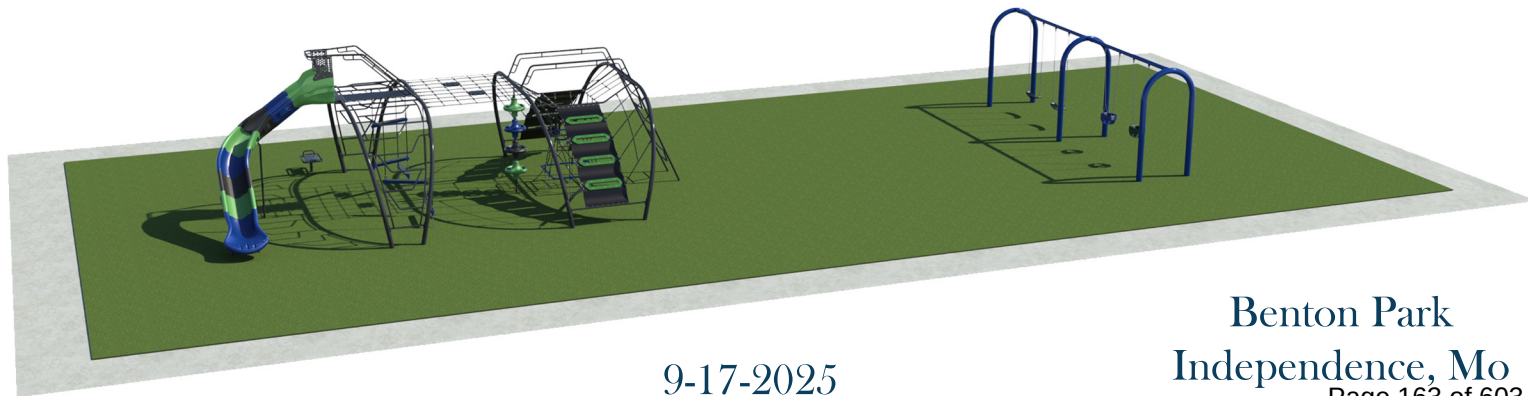
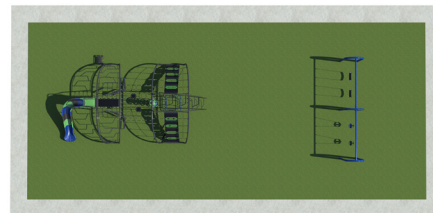
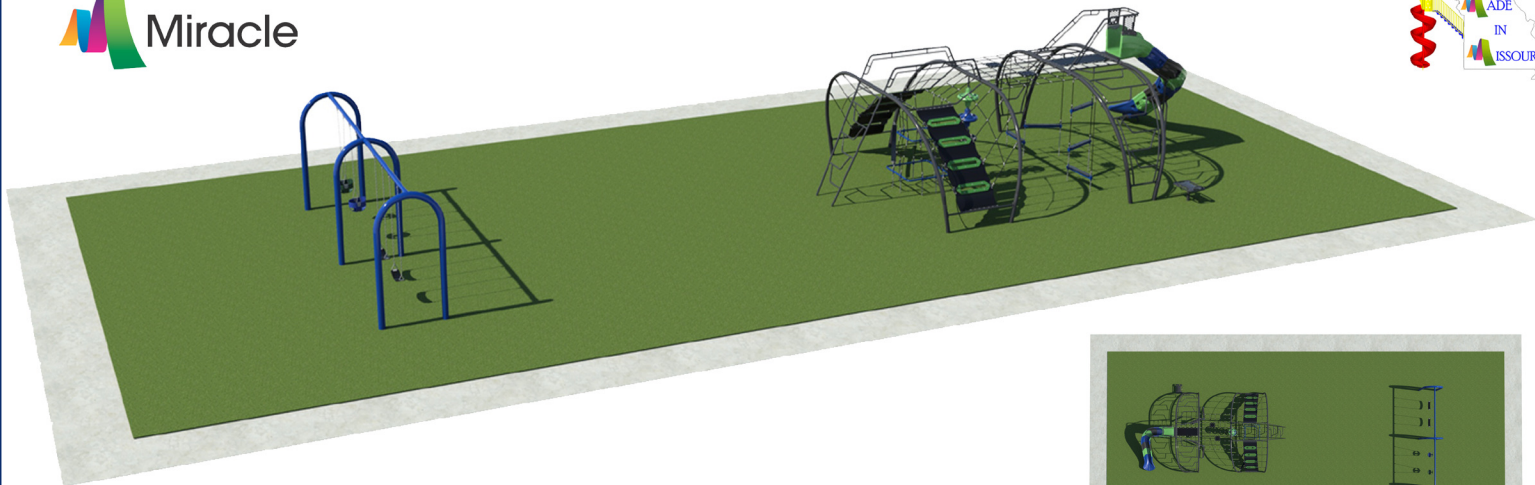
10/16/2025

QUOTE: OE25013111

Page 3 of 4

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



9-17-2025

Benton Park
Independence, Mo
Page 163 of 603

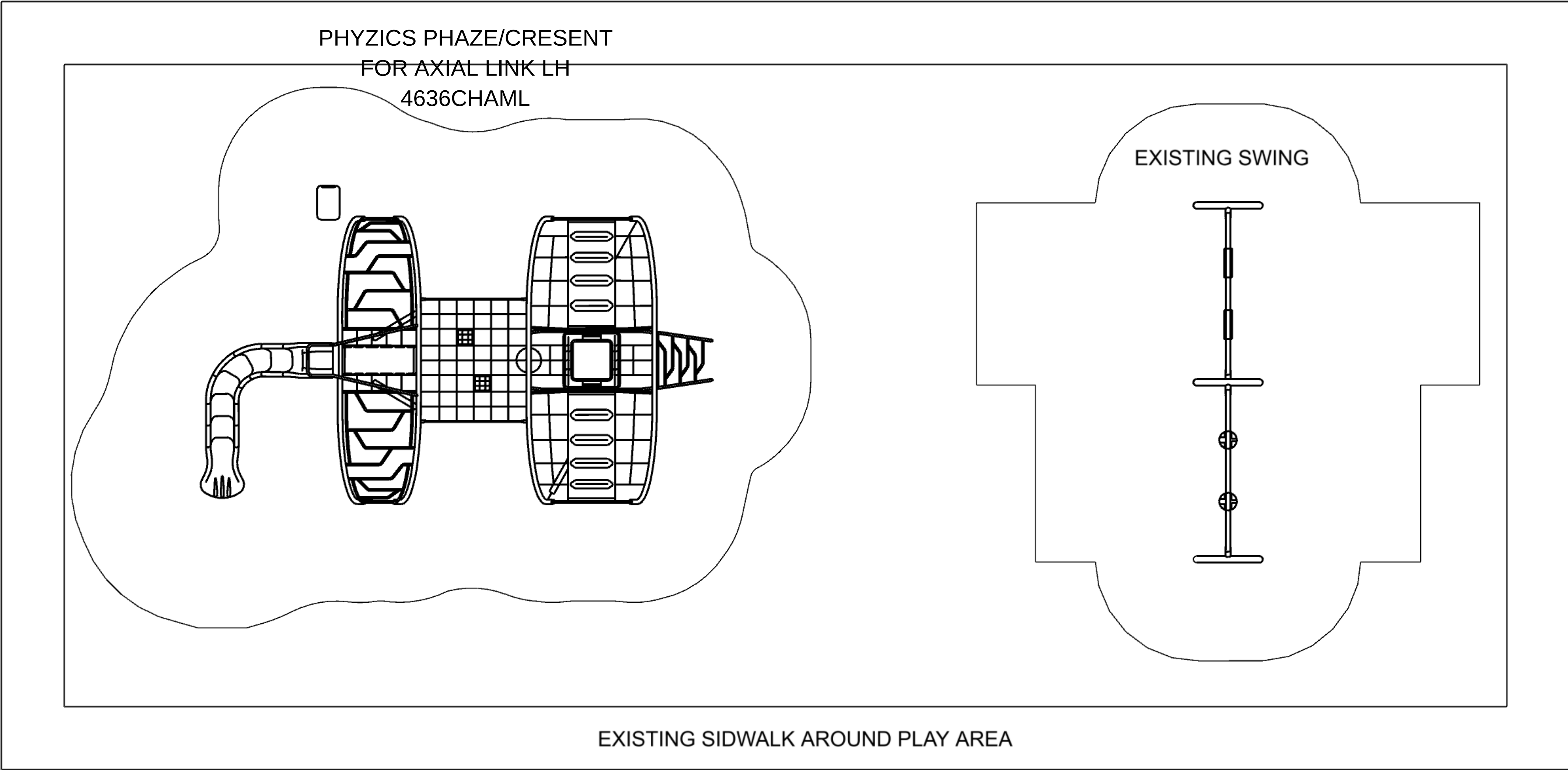
Benton Park

Independence, Mo

AGE GROUP: 5-12_ASTM	
ELEVATED PLAY ACTIVITIES - TOTAL: 0	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0	REQ'D 0
ELEVATED PLAY ACTIVITIES ACCESSIBLE 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

Benton Park Playground

(manufactured by Miracle Recreation, Monett, Missouri)

Phyzics

Phyzics® Crescent

Model: 463-4

Contact Us for Price

Add to Quote >

Share >



[Switch to Metric](#)

Age Range: 5 - 12 years

Space Required: 25'-0" x 31'-0"

Fall Height: 8'-0"

Weight: 1000 lb

Capacity: 15

Ground Level Play Activities: 1

Compatibility: FS

Complies With: ASTM, CPSC, CSA

Product Description

Our most popular collection, Physics® Moon engages kids ages 5 – 12 with a variety of challenging climbing activities. Featuring sleek, modern aesthetic and innovative design, adding these pieces to your play space gives kids the chance to develop physical skills such as strength, balance, and coordination, as well as critical thinking and decision-making skills. Kids can also form long-lasting friendships as they explore, building a solid foundation for the future of your community. To ensure the most cohesive, eye-catching look for your playground, colors of the primary steel structures, steel accents, and rotomolded plastic parts may be chosen. Rope is available in black only.

This versatile climber provides a unique layout that inspires kids to build their strength, coordination, and critical thinking skills. The main arch is comprised of flextread panels and rotomolded plastic foot/handholds. Climbing nets extend from either side, leading to a steel ladder with asymmetrical rungs on one side, and a Bumper Ladder on the other. The center of the arch is open, offering a vertical climbing path for kids via steel and rope. Below the arch, rope and a flextread panel provide balancing and proprioceptive opportunities as well as social.



Phyzics

Phyzics® Phaze with Chameleon Slide

Model: 463-5CHAM-C

\$18,354

Age Range: 5 - 12 years

Space Required: 33'-0" x 35'-0"

Fall Height: 8'-0"

Weight: 1100 lb

Capacity: 15

Ground Level Play Activities: 2

Compatibility: FS

Complies With: ASTM, CPSC, CSA

Product Description

Our most popular collection, Phyzics® Moon engages kids ages 5 – 12 with a variety of challenging climbing activities. Featuring sleek, modern aesthetic and innovative design, adding these pieces to your play space gives kids the chance to develop physical skills such as strength, balance, and coordination, as well as critical thinking and decision-making skills. Kids can also form long-lasting friendships as they explore, building a solid foundation for the future of your community. To ensure the most cohesive, eye-catching look for your playground, colors of the primary steel structures, steel accents, and rotomolded plastic parts may be chosen. Rope is available in black only.

This steel, arched climber features a series of asymmetrical rungs that challenges kids' strength and coordination. Chameleon Slide is located at the center of the arch, giving kids a thrilling goal and reward for their climb. Below the arch, horizontal bars are suspended at a variety of heights, allowing kids to climb or socialize at ground level. Chameleon slide may curve left or right, or may be straight.



Miracle Recreation – founded in 1927, has 44 employees and 21.2 million in annual sales for 2025.

Note: price for Benton Playground will increase December 1st by 3%











City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-801 A resolution adopting the 2026 State Legislative Agenda. **Approved Res. No. 7179**

Recommendations:

Council approval is recommended.

Background:

The 2026 State Legislative Agenda is a policy document that expresses the positions of the City of Independence for the 2026 Missouri General Assembly Session. This document is not intended to be an exclusive or an all-inclusive document, but rather captures the major policy positions of the City of Independence. This document will guide legislative advocacy on behalf of the City of Independence.

Emergency Justification:**Fiscal Impact:**

None.

Council Action:

Department / Contact	City Manager /
---------------------------------	-----------------------

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 2026 State Legislative Agenda Resolution
2. Proposed 2026 State Legislative Agenda
3. Res. No. 7179

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2026 STATE LEGISLATIVE AGENDA.

WHEREAS, the First Session of the 103rd General Assembly of the State of Missouri will convene on Wednesday, January 7, 2026; and,

WHEREAS, the Missouri General Assembly will likely consider bills that would have an impact on local units of government and delivery of municipal services; and,

WHEREAS, the City of Independence, through its staff, elected officials, and other advocates, desires to advocate to the General Assembly for legislative action that benefits the city; and,

WHEREAS, to assist with the City's legislative advocacy efforts, it is advisable for the City Council to adopt its legislative priorities and positions prior to the start of the legislative session;

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

SECTION 1. That the 2026 State Legislative Agenda, attached hereto and incorporated by reference, is hereby adopted.

SECTION 2. That the Mayor, Mayor Pro-Tem, City Manager or External Affairs & Special Events Coordinator, and contracted lobbyists are authorized to represent the City's interests during the 2026 state legislative session in accordance with the adopted Legislative Agenda.

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, Missouri 2026 State Legislative Agenda

The 2026 City of Independence State Legislative Agenda is a policy document expressing the positions of the City of Independence for the 2026 Missouri General Assembly Session. It is not intended to be either an exclusive or an all-inclusive document but rather captures the major policy positions of the City.

TOP LEGISLATIVE PRIORITIES

The following are the top legislative priorities for the City of Independence for the 2026 legislative session. The corresponding pages in the policy provide additional information:

1. The City of Independence opposes any changes to Economic Development tools, such as Community Improvement Districts (CID) that would hamper development and redevelopment. (Page 3).
2. The City of Independence opposes any reductions, caps or altering of the local sales tax rate. (Page 4).
3. The City of Independence opposes any utility relocation legislation that requires taxpayers to fund the relocation of cable and streaming infrastructure in public rights of way. (Page 6).
4. The City of Independence supports increased funding for mental health services in Independence including state funding for the ARCH program. (Page 5).
5. The City of Independence supports legislation that restores the ability for Municipal Court judges to suspend in-state driver's licenses for failing to appear in Municipal Court for Public Safety. (Page 5).

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ECONOMIC DEVELOPMENT

Business Incubation

The City supports legislation that promotes startup businesses, including business opportunities for graduates from the Ennovation Center. The Independence Regional Ennovation Center formerly housed the Independence Regional Hospital. In 2007 the hospital announced its closure, and community leaders worked together to repurpose the building. The Ennovation Center opened in 2010 and has housed over 60 startup businesses. Resources are needed to help tenants graduate into expansion spaces within the community. Research confirms that new and young businesses create most of the new jobs nationwide.

Financing Tools

The City opposes any changes in state law that would restrict the flexibility of cities to use financing tools to promote economic development in their communities. The ability to utilize Community Improvement Districts (CID), Chapter 353 tax abatement, and Transportation Development Districts (TDD) is critical for development and redevelopment in Independence. This is especially true in blighted or distressed areas that would not otherwise support investment at market rates. These tools are essential to communities throughout Missouri when engaging in public improvement and economic development projects.

Pay Day Loans

The City supports legislation to control payday loan interest rates. The City has zoning codes to limit the number and types of businesses that profit from loaning money to low-income people. The City supports legislation to cap the amount of interest that may be charged by payday and car title loan companies. According to the State Commissioner of Finance's report to the Governor, the average interest rate for payday loans in Missouri in 2025 is 406.26%.

FINANCE

Sales Tax Caps

The City opposes legislation to limit or cap sales tax rates. In 1980 Missouri voters approved the “Hancock Amendment” to the Missouri Constitution Article X Section 22. This provision states that a majority of the qualified voters of the political subdivision must vote to approve any increases in local taxes. In the last several years several bills were filed that would cap or otherwise alter sales taxes. This legislation would tie the hands of local leaders in addressing future needs and could result in the reduction or elimination of City services that our citizens require and have come to expect.

Sales Tax Exemptions

The City opposes legislation to expand sales tax exemptions. In 2016, voters approved a constitutional amendment to prohibit local governments from asking voters to expand sales taxes beyond goods. It is important to preserve the existing tax base to ensure stable local revenues to deliver crucial municipal services. Further exemptions threaten to erode revenues generated by retail sales.

Unfunded Mandates

The City opposes legislation that impose state mandated costs for which there is no guarantee of local reimbursement or other related benefits. The City welcomes open dialogue with members of the General Assembly regarding the burden of unfunded mandates on the daily operations of local governments.

MUNICIPAL COURT

Appropriate Fines

The City supports legislation to raise municipal court fines to \$500 in order to be a deterrent to criminal behavior and offset the staff time dedicated to processing criminal offenses.

The City has experienced increased numbers of serious violations, including fraudulent use of credit cards, bad checks, assaults, and stealing cases that are now handled in municipal court. The City supports raising fines up to \$1,000 for cases that could be filed as felonies, such as possession of methamphetamines, possession of heroin and car thefts. Municipal courts in Jackson County are processing more of these serious offenses.

Driver's License Suspension

The City supports legislation to allow municipal courts to suspend driver's licenses for offenders who fail to pay court fines and/or appear in court.

Several loopholes exist in state law which allow those found guilty of certain "minor traffic violations" to avoid compliance with judicial renderings in municipal court, thereby eliminating any real incentive for an offender to comply with state and local laws. With the passage of Senate Bill 5 in 2015, municipal courts lost much of their enforcement authority, including the ability to suspend in-state driver's licenses for non-compliance with judgments.

PUBLIC SAFETY

Regional Crime Lab.

The City of Independence supports locating a Regional Crime Lab in Independence.

The Missouri General Assembly approved approximately \$1 million in funding in 2014-2015 and in 2015-2016 for a Regional Crime Lab in Independence. This would have funded the equipment and personnel for the State Highway Patrol to operate this facility. Governor Jay Nixon vetoed it in 2014-2015 and withheld funding in 2015-2016, citing budget constraints.

The urgency for a Regional Crime Lab to serve Western Missouri persists as a critical public safety need. Absent a clear commitment from the State of Missouri on issue, law enforcement professionals, victims of crimes, and the unjustly accused will continue to be denied proper and timely resolution of cases while criminals remain free to commit crimes in our communities.

Mental Health

The City supports increased funding for Mental Health Services in our community. 1

in 5 adults and 1 in 6 youth in the United States experience a mental health disorder each year. The 2022 Independence Health Assessment indicated that Mental Health was one of the top public health concerns among our residents. Independence has a higher suicide rate than Eastern Jackson County, Kansas City, the State of Missouri, and the United States in 2020. Increased funding options for the ARCH program and Missouri 988 hotline are expected to divert individuals in a mental health crisis away from law enforcement, emergency, and hospital resources potentially reducing the burden on these systems.

Ground Emergency Medical Transportation

The City of Independence supports legislation that would provide reimbursement for any agency that provides emergency medical transport services for a particular

area. This legislation would allow the City of Independence to appreciate these funds from the state of Missouri through the Center for Medicaid and Medicare Services (CMS) if it chose to provide this service in the future.

TOURISM

Short-Term Rentals

The City opposes any legislation that would limit the authority of local governments to regulate short-term rentals. Communities like Independence are increasingly seeing owner-occupied homes used as short-term rentals for short-term stays through websites such as Airbnb and VRBO. Short-term housing can benefit local economies by increasing tourism and the affordability of housing. Cities need flexibility to regulate short-term rentals in a way that best meets the needs of the local community.

Film Tax Credits

The City supports increases in the caps for eligible qualifying expenses for film tax credits in the “Show Mo” Act. Most of our border states have a film tax credit to bring production of television shows and movies to their states. The success of the Hallmark Channel “Holiday Touchdown: A Chiefs Love Story” sets the City of Independence up for future projects.

UTILITIES

Utility Relocation

The City of Independence opposes any legislation that requires municipal taxpayers to fund the relocation of cable television and broadband infrastructure within rights-of-way.

Over the past several years there have been more and more bills filed in the Missouri General Assembly that would require municipalities to pay for the expense of moving infrastructure belonging to cable television and streaming services to perform needed public infrastructure improvements. Most utility companies factor these costs into their projects. Cable companies and streaming services should follow a similar business model.

BILL NO. 25.801
RESOLUTION NO. 7179

A RESOLUTION ADOPTING THE 2026 STATE LEGISLATIVE AGENDA.

WHEREAS, the First Session of the 103rd General Assembly of the State of Missouri will convene on Wednesday, January 7, 2026; and,

WHEREAS, the Missouri General Assembly will likely consider bills that would have an impact on local units of government and delivery of municipal services; and,

WHEREAS, the City of Independence, through its staff, elected officials, and other advocates, desires to advocate to the General Assembly for legislative action that benefits the city; and,

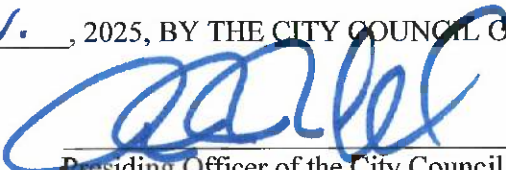
WHEREAS, to assist with the City's legislative advocacy efforts, it is advisable for the City Council to adopt its legislative priorities and positions prior to the start of the legislative session;

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

SECTION 1. That the 2026 State Legislative Agenda, attached hereto and incorporated by reference, is hereby adopted.

SECTION 2. That the Mayor, Mayor Pro-Tem, City Manager or External Affairs & Special Events Coordinator, and contracted lobbyists are authorized to represent the City's interests during the 2026 state legislative session in accordance with the adopted Legislative Agenda.

PASSED THIS 17th 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:



City Clerk

APPROVED AS TO FORM AND LEGALITY:



City Counselor

REVIEWED BY:



Interim City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-802 A resolution approving a Preliminary Plat of Eastgate Commerce Center located at the northeast corner of Little Blue Parkway and M-78 Hwy in Independence, Missouri. **Approved Res. No. 7180**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of this preliminary plat with the conditions listed below:

1. Sidewalks and improvements are required on the Bly Road frontage and should be shown on the Plat.
2. Covenants and restrictions must be created for this development to own and maintain the detention basins. Submit a draft copy with the first Plat submission.
3. Industrial lots will need to follow water quality Best Management Practices (BMP's). These can be built during the development phase or building permit phase.
4. Provide 5-foot wide General Utility Easements (at minimum) along the rights-of-way.
5. Bly Road will need to be constructed before vacating the existing right-of-way.
6. Show fire hydrants on the Final Plan Reviews.
7. Approval of a Plat is required prior to the issuance of building permits unless otherwise approved by the Community Development Director.
8. Note, this Preliminary Plat has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of a Plats and Final Plan Reviews.

A second to the motion was made by Commissioner O'Neil. The City Planning Commission voted as follows:

Commissioner Nesbitt – Yes
Commissioner Ferguson – Yes
Commissioner Ashbaugh – Yes
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Yes

The motion for approval passed. The preliminary plat is forwarded to the City Council for consideration. Staff recommends approval of the preliminary plat.

Background:**PROJECT DESCRIPTION:**

A request by NorthPoint for Preliminary Plat approval for a tract of land Northeast of the intersection of Highway M-78 and Little Blue Parkway.

Proposal:

Phase 3 of Eastgate Commerce Center will include platting of 399.9-acres of land, bounded on the southeast by Highway M-78, on the west by Little Blue Parkway, on the northwest by an abandoned railroad right-of-way and on the east by Little Blue Trace Park.

The land is currently zoned I-1 (Industrial) and split roughly by S. Bly Road, and along the northern portion by Bundschu Creek, which includes a 250-foot-wide stream corridor.

The proposed Preliminary Plat will subdivide the property into two lots for Industrial land use and two tracts for detention and open space. The proposed project will also relocate and improve Bly Road, which will become an industrial collector roadway and turn westward from its current location at the northern edge of the property and tie into Little Blue Parkway. The existing right-of-way for Bly Road will be vacated and a new right-of-way dedicated in the proposed location.

Issues:

Unlike most of the NorthPoint project on the Little Blue Parkway corridor, this tract does not have Planned Unit Development (PUD) zoning. As such, the developer would need to follow the current UDO standards for lot size, building setbacks, material standards, parking and landscaping and follow the approved developer's agreement.

Lots for Structures and Tracts for Detention Basins

The drawing indicates two lots for the structures, and two additional tracts. Tract A is for a detention area and Tract B will be for open space.

Physical Characteristics of Property:

The formally cultivated property is rather flat, lying in the Little Blue River Valley. Bundschu Creek abuts the property and has an associated stream corridor zone that will need to be addressed when the property is developed. An important feature is that its development will necessitate the diversion of Bly Road, a north-south road that would turn westward, dodging high-tension power poles to intersect with Little Blue Parkway.

Characteristics of the Areas:

The environment around the plat area includes similar floodplain fields to the already planned areas for development by Northpoint Development. North up Bly Road is a mixture of upland fields and woods as well as rural residences and church properties.

ANALYSIS:**Historic and Archeological Sites:**

There are no apparent historic or archeological issues with this property.

Public Utilities:

Public utilities will be located in the rights-of-way or otherwise within dedicated easements. The proposed project on Lots 1 and 2 will have access to existing water lines along Little Blue Parkway, Highway M-78 and the relocated Bly Road, which will include a new 8-inch water line extension to Little Blue Parkway. Sanitary sewer lines bisect the site, providing public access to both lots.

Floodplain/Stream Buffer:

The north and northwestern border areas of the subject site are located within the floodway, 100-year floodplain and stream corridor zone. The applicant has indicated such on their Preliminary Plat. There is also a short, narrow floodway, 100-year federal flood plain and stream corridor that must be identified that runs south from Bundschu Creek. There shall be no clearing, grading, construction or disturbance of vegetation except as needed for sanitary and storm water connections. Any stream corridor zone is subject to conservation easements that restrict disturbance and use of those areas.

CIP Investments:

The City does not have any capital improvement projects planned near this area.

Platting:

Pending approval of this application for a Preliminary Plat, the applicant will be required to apply for a subdivision, as per City Code **14-702**.

Sidewalks:

Sidewalks are proposed to be placed along adjacent Bly Road rights-of-way.

Streets and Access:

The development's best opportunity for access will be from Little Blue Parkway, Bly Road and Highway M-78. The area's topography creates little limitation. Each new drive or access location for this development plan will need to be evaluated and approved or denied on its own merits and the traffic impact study updated accordingly.

Traffic Analysis:

The city has previously reviewed and approved the traffic study completed by Priority Engineers in November 2022. Priority Engineers has provided an updated study that incorporates the relocation of Bly Road into the plan with no adverse impacts to the original improvements outlined in the previously approved study. With the proposed relocated Bly Road, the memo estimates fewer trips within the development site. Access will be in keeping within the original proposal from the industrial rezoning approved in 2021.

Covenants (CC&R's):

A copy of the CC&R's will be recorded with the Plat. Tracts A and B will be owned and maintained by the property owner's association.

Recommendations and decisions on preliminary plats must be based on consideration of all the

following criteria:

- 1. Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal.**

The applicant's site plans will largely answer these questions to show that the development will be compliant with water quality and other environmental standards.

- 2. Availability of water that meets applicable fire flow requirements and is sufficient for the reasonably foreseeable needs of the subdivision;**

The applicant's site plans will largely answer this question. Prior to the issuance of any construction permit, engineering design plans are required to be approved by city staff.

- 3. Availability and accessibility of utilities;**

All utilities are available in adjacent rights-of-way and easements. All utilities are required to be installed in accordance with the City's standards and specifications. Prior to the issuance of any construction permit, engineering design plans are required to be approved by City staff.

- 4. Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks;**

The applicant's property is well-connected by arterials providing easy connections for first responders. Adjacent to the property, Little Blue Trace Park with its nearby multi-purpose trail is a prominent amenity.

- 5. Consistency with the zoning district regulations;**

The proposed subdivision conforms to those required for an I-1 (Industrial) zoning district. Additionally, the applicant's Preliminary Plat submission has been reviewed for conformity with the City's requirements for subdivision design and improvements.

- 6. Conformity with the Major Thoroughfare Plan;**

The subdivision is located on the northeast corner of two major arterial roadways.

- 7. Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;**

The use of Industrial zoning is consistent with surrounding developments. The rezoning should have no detrimental effects on existing public streets.

- 8. Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties;**

With the site plans, the applicant will need to provide a stormwater management plan to undergo review by City staff. The stormwater management plan must take into account soil types, slope, and streams traversing the subject site.

9. Recommendations and comments of the Development Review Committee and other reviewing agencies;

Staff recommends approval of this application for a Preliminary Plat.

10. Conformity with the master sewer and water utility plan; and

The proposed development is in compliance with those plans.

11. Compliance with this development ordinance and all other applicable regulations.

The applicant's Preliminary Plat submission has been reviewed by City staff for conformity with all applicable regulations. The applicant has satisfied City staffs' comments.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Resolution 25-310-02
2. Staff Report 25-310-02
3. Cover Letter 2025.08.28 Preliminary Plat
4. Preliminary Plat Application_Redacted

5. Newest - EGCC (Phase 3) - Preliminary Plat
6. Phasing Plan
7. Zoning Map
8. Planning Commission Meeting Minutes 10-14-25
9. Res. No. 7180

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT OF EASTGATE
COMMERCE CENTER LOCATED AT THE NORTHEAST CORNER OF LITTLE
BLUE PARKWAY AND M-78 HWY IN INDEPENDENCE, MISSOURI.

WHEREAS, the City is in receipt of an application for a Preliminary Plat; and,

WHEREAS, the Planning Commission on October 14, 2025 did recommend approval of the
application; and,

WHEREAS, the application is forwarded to the City Council for their consideration; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the
Preliminary Plat was consistent with the requirements in Section 14-702.

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

SECTION 1. That the Preliminary Plat for East Commerce Center (Phase 3) located at the northeast
corner of S. Little Blue Parkway and E. Highway M-78, and being a part of the Sections 34 and 35,
Township 50 North, Range 31 West of the Fifth Principal Meridian, Independence, Jackson County,
Missouri, lying North of the North line of MO-78 Highway (a/k/a East 23rd Street, a/k/a Lake City-Buckner
Road), East of Little Blue Parkway, and West of the Little Blue Trace Park lands, and being more
particularly described as follows:

BEGINNING at a 2" pipe found at the North Quarter Corner of said Section 35;
Thence South 88°12'02" East, along the North line of the Northeast Quarter of said Section 35, a distance
of 446.89 feet to a point on the West line of said Little Blue Park lands;
Thence South 01°52'28" West, along said West line, a distance of 2,766.40 feet;
Thence South 46°38'07" West, continuing along said West line, a distance of 634.65 feet to a point on the
East line of the Southwest Quarter of said Section 35;
Thence South 46°38'02" West, continuing along said West line, a distance of 401.83 feet;
Thence South 01°18'38" West, continuing along said West line, a distance of 309.26 feet;
Thence South 81°00'09" West, a distance of 375.06 feet;
Thence South 12°58'34" East, a distance of 300.47 feet to a point on the North right of way line of said
MO-78 Highway;
Thence South 80°12'50" West, along said North right of way line, a distance of 370.70 feet to the
beginning of a curve concave to the South having a radius of 2,959.79 feet and a central angle of
20°59'08" and being subtended by a chord which bears South 68°40'05" West 1,078.03 feet;
Thence Westerly, continuing along said North right of way line and along said curve, a distance of
1,084.08 feet;
Thence South 53°27'50" West, continuing along said North right of way line, a distance of 876.76 feet;
Thence South 02°04'17" West, continuing along said North right of way line, a distance of 12.80 feet;
Thence South 53°27'50" West, continuing along said North right of way line, a distance of 76.78 feet to a
point on the West line of said Southwest Quarter;
Thence South 53°27'50" West, continuing along said North right of way line, a distance of 15.52 feet to a
point on the South line of the Southeast Quarter of said Section 34;

Thence North 87°58'30" West, along said South line and continuing along said North right of way line, a distance of 40.11 feet;

Thence South 53°27'50" West, continuing along said North right of way line, a distance of 2,108.46 feet to a point on the East right of way line of said Little Blue Parkway;

Thence North 36°43'19" West, along said East right of way line, a distance of 271.00 feet to the beginning of a curve tangent to said line;

Thence Northwesterly, continuing along said East right of way line, a distance of 1,835.58 feet along the curve concave to the East, having a radius of 1,723.00 feet and a central angle of 61°02'22";

Thence North 24°19'03" East continuing along said East right of way line and tangent to said curve, a distance of 366.37 feet to the beginning of a curve tangent to said line;

Thence Northeasterly, continuing along said East right of way line, a distance of 470.35 feet along the curve concave to the West, having a radius of 2,910.00 feet and a central angle of 09°15'39" to a point on the South line of the MOPAC Spur (abandoned);

Thence North 45°44'35" East, along said South line, a distance of 1,696.72 feet to a point on the North line of said Southeast Quarter;

Thence North 45°22'34" East, continuing along said South line, a distance of 975.33 feet to a point on the West line of the Northwest Quarter of said Section 35;

Thence North 45°36'00" East, continuing along said South line, a distance of 87.12 feet to a point on the East right of way line of N. Bly Road, as now established;

Thence North 45°36'00" East, continuing along said South line, a distance of 2,000.41 feet;

Thence Northeasterly, continuing along said South line, a distance of 1,116.48 feet along the curve concave to the South, having a radius of 1,382.69 feet and a central angle of 46°15'53" to a point on the North line of the Northwest Quarter of said Section 35;

Thence South 88°08'07" East, along said North line and tangent to said curve, a distance of 218.93 feet to the true POINT OF BEGINNING.

Containing 17,418,144 square feet or 399.87 acres more or less.

SECTION 2. That the Preliminary Plat is hereby approved with the conditions listed below.

1. Sidewalks and improvements are required on the Bly Road frontage and should be shown on the Plat.
2. Covenants and restrictions must be created for this development to own and maintain the detention basins. Submit a draft copy with the first Plat submission.
3. Industrial lots will need to follow water quality Best Management Practices (BMP's). These can be built during the development phase or building permit phase.
4. Provide 5-foot wide General Utility Easements (at minimum) along the rights-of-way.
5. Bly Road will need to be constructed before vacating the existing right-of-way.
6. Show fire hydrants on the Final Plan Reviews.
7. Approval of a Plat is required prior to the issuance of building permits unless otherwise approved by the Community Development Director.
8. Note, this Preliminary Plat has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of a Plat and Final Plan Reviews.

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

MEETING DATE: October 14, 2025

STAFF: Brian Harker, Planner

PROJECT NAME: Eastgate Commerce Center (Phase 3)

CASE NUMBER/REQUEST: **Case 25-310-02 – Preliminary Plat** – A request for Preliminary Plat approval for a tract of land Northeast of the intersection of Highway M-78 and Little Blue Parkway.

APPLICANT: Northpoint Development

OWNER: Little Blue Valley (West), LLC

LOCATION: Northeast of Highway M-78 and Little Blue Parkway

SITE ACREAGE: 399.79-acres

NUMBER OF LOTS/TRACTS: 2 lots, 2 tracts

PROPERTY ZONING: I-1 (Industrial)

CURRENT USE: Undeveloped land

FURTHER ACTION:

Following action by the Planning Commission, this preliminary plat request is scheduled for resolution by the City Council on November 17, 2025.

RECOMMENDATIONS

Staff recommends **APPROVAL** of this Preliminary Plat subject to the conditions listed below:

1. Sidewalks and improvements are required on the Bly Road frontage and should be shown on the Plat.
2. Covenants and restrictions must be created for this development to own and maintain the detention basins. Submit a draft copy with the first Plat submission.
3. Industrial lots will need to follow water quality Best Management Practices (BMP's). These can be built during the development phase or building permit phase.
4. Provide 5-foot wide General Utility Easements (at minimum) along the rights-of-way.
5. Bly Road will need to be constructed before vacating the existing right-of-way.
6. Show fire hydrants on the Final Plan Reviews.
7. Approval of a Plat is required prior to the issuance of building permits unless otherwise approved by the Community Development Director.
8. Note, this Preliminary Plat has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of the Final Plats and Final Plan Reviews.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by North Point for Preliminary Plat approval for a tract of land Northeast of the intersection of Highway M-78 and Little Blue Parkway.

Current Zoning: I-1 (Industrial)

Current Use: Vacant tracts

Proposed Use: Industrial

Proposal:

Phase 3 of Eastgate Commerce Center will include platting of 399.9-acres of land, bounded on the southeast by E. Highway M-78, on the west by Little Blue Parkway, on the northwest by an abandoned railroad right-of-way and on the east by Little Blue Trace Park.

The land is currently zoned I-1 (Industrial) and split roughly by Bly Road, and along the northern portion by Bundschu Creek, which includes a 250-foot-wide stream corridor.

The proposed Preliminary Plat will subdivide the property into two lots for Industrial land use and two tracts for detention and open space. The proposed project will also relocate and improve Bly Road, which will become an industrial collector roadway and turn westward from its current location at the northern edge of the property and tie into Little Blue Parkway. The existing right-of-way for Bly Road will be vacated and a new right-of-way dedicated in the proposed location.

Unlike most of the NorthPoint project on the Little Blue Parkway corridor, this tract does not have Planned Unit Development (PUD) zoning. As such, the developer would need to follow the current UDO standards for lot size, building setbacks, material standards, parking and landscaping and follow the approved Developer's agreement.

Lots for Structures and Tracts for Detention Basins

The drawing indicates two lots, for the structures, and two additional tracts. Tract A is for a detention area and Tract B will be for open space.

Physical Characteristics of Property:

The formally cultivated property is rather flat, lying in the Little Blue River Valley. Bundschu Creek abuts the property and has an associated stream corridor zone that will need to be addressed when the property is developed. An important feature of the development will necessitate the diversion of Bly Road, a north south road that would turn westward, dodging high-tension power poles to intersect with Little Blue Parkway.

Characteristics of the Areas:

The environment around the plat area includes similar flood-plain fields to the already planned areas for development by Northpoint Development. North up S. Bly Road is a mixture of upland fields and woods as well as rural residences and church properties.

ANALYSIS

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Public utilities will be located in the rights-of-way or otherwise within dedicated easements. The proposed project on Lots 1 and 2 will have access to existing water lines along Little Blue Parkway, Highway M-78 and the relocated Bly Road, which will include a new 8-inch water line extension to Little Blue Parkway. Sanitary sewer lines bisect the site, providing public access to both lots.

Floodplain/Stream Buffer:

The north and northwestern border areas of the subject site are located within the floodway, 100-year floodplain and stream corridor zone. The applicant has indicated such on their Preliminary Plat. There is also a short, narrow floodway, 100-year federal flood plain and stream buffer that must be identified that runs south from Bundschu Creek. There shall be no clearing, grading, construction or disturbance of vegetation except as needed for sanitary and storm water connections. Any identified stream buffer is subject to conservation easements that restrict disturbance and use of those areas.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

Platting:

Pending approval of this application for a Preliminary Plat, the applicant will be required to apply for a subdivision, as per City Code **14-702**.

Sidewalks:

Sidewalks are proposed to be placed along relocated Bly Road rights-of-way.

Streets and Access:

The development's best opportunity for access will be from Little Blue Parkway, Bly Road and Highway M-78. The area's topography creates little limitation. Each new drive or access location for this development plan will need to be evaluated and approved or denied on its own merits and the traffic impact study updated accordingly.

Traffic Analysis:

The city has previously reviewed and approved the Traffic Study completed by Priority Engineers in November 2022. Priority Engineers has provided an updated study that incorporates the relocation of Bly Road into the plan with no adverse impacts to the original improvements outlined in the previously approved study.

With the proposed relocated Bly Road, the memo estimates fewer trips within the development site. Access will be from the realigned Bly Road onto Little Blue Parkway and a possible secondary access onto M-78 keeping the sites access within the original proposal from the industrial rezoning approved in 2021.

Covenants (CC&R's):

A copy of the CC&R's will be recorded with the Final Plat. Tracts A and B will be owned and maintained by the property owner's association.

REVIEW CRITERIA

Recommendations and decisions on Preliminary Plat applications must be based on consideration of all the following criteria:

- 1. Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal.**
The applicant's site plans will largely answer these questions to show that the development will be compliant with water quality and other environmental standards.
- 2. Availability of water that meets applicable fire flow requirements and is sufficient for the reasonably foreseeable needs of the subdivision;**
The applicant's site plans will largely answer this question. Prior to the issuance of any construction permit, engineering design plans are required to be approved by city staff.
- 3. Availability and accessibility of utilities;**
All utilities are available in adjacent rights-of-way and easements. All utilities are required to be installed in accordance with the City's standards and specifications. Prior to the issuance of any construction permit, engineering design plans are required to be approved by City staff.
- 4. Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks;**
The applicant's property is well connected by arterials providing easy connections for first responders. Adjacent to the property, Little Blue Trace Park with its nearby multi-purpose trail is a prominent amenity.
- 5. Consistency with the zoning district regulations;**
The proposed subdivision conforms to those required for an I-1 (Industrial) zoning district. Additionally, the applicant's Preliminary Plat submission has been reviewed for conformity with the City's requirements for subdivision design and improvements.
- 6. Conformity with the Major Thoroughfare Plan;**
The subdivision is located on the northeast corner of two major arterial roadways.
- 7. Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;**
The use of Industrial zoning is consistent with surrounding developments. The platting should have no detrimental effects on existing public streets.
- 8. Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties;**
With the site plans, the applicant will need to provide a stormwater management plan to undergo review by City staff. The stormwater management plan must take into account soil types, slope, and streams traversing the subject site.

9. Recommendations and comments of the Development Review Committee and other reviewing agencies;

Staff recommends approval of this application for a Preliminary Plat.

10. Conformity with the master sewer and water utility plan; and

The proposed development is in compliance with those plans.

11. Compliance with this development ordinance and all other applicable regulations.

The applicant's Preliminary Plat submission has been reviewed by City staff for conformity with all applicable regulations. Applicant has satisfied City staff's comments.

EXHIBITS

1. Narrative
2. Application
3. New Preliminary Plat
4. Phasing Plan
5. Zoning map



August 28, 2025

City of Independence
Community Development Department
111 E Maple Ave
Independence, MO 64050

RE: Eastgate Commerce Center Phase 3, Preliminary Plat

Phase 3 of Eastgate Commerce Center will include platting of 399.9 acres of land, bounded on the south by Hwy 78, on the west by Little Blue Parkway, on the north by the abandoned Mo-Pac railroad (currently owned by the City of Independence and Little Blue Valley (West), LLC) and on the east by Little Blue River.

The land is currently zoned I-1. It is split roughly in the center by Bly Road, and along the northern portion by Bundschu Creek, which includes a 250' wide stream buffer.

The proposed preliminary plat will subdivide the land into two lots with Industrial land use and two tracts for detention and open space. The proposed project will also relocate and improve Bly Road, which will become an industrial collector roadway and turn westward from its current location at the northern edge of the property and tie into Little Blue Parkway. The existing prescriptive right of way for Bly Road will be vacated and a new right of way dedicated in the proposed location.

The proposed project on Lots 1 and 2 will have access to existing water lines along Little Blue Parkway, Hwy 78 and the relocated Bly Road which will include a new 8" water line extension to Little Blue Parkway. Sanitary sewer lines bisect the site, providing public access to both lots. All other utilities are also available along the perimeter of the project site.

Please consider this application and provide comments and questions as necessary for approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Melissa DeGonia".

Melissa DeGonia, P.E.
Engineering Manager, SitePoint, LLC

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☐ Rezoning ☐ PUD Rezoning	☒ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

EastGate Commerce Center (Phase 3)

Project Name

250 N Bly Rd, Independence, MO 64056

Project Address/Location

N/A	385.70	3	Yes
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
I-1 Industrial	I-1 Industrial	Agriculture, Crop	Industrial - subjected to permitted use in I-1
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

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

Contact Information

Applicant

Trent Squiers NorthPoint Development

Name Company

Owner

Wim Van Klinken Little Blue Valley (West), LLC

Name Company

Phone Email

Architect/Engineer/Surveyor/Other: Engineer

Melissa DeGonia NorthPoint Development

Name Company

Phone Email

Architect/Engineer/Surveyor/Other: Owner

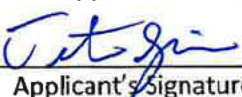
Nathaniel Hagedorn NP Little Blue Valley Land, LLC

Name Company

Phone Email

Phone Email

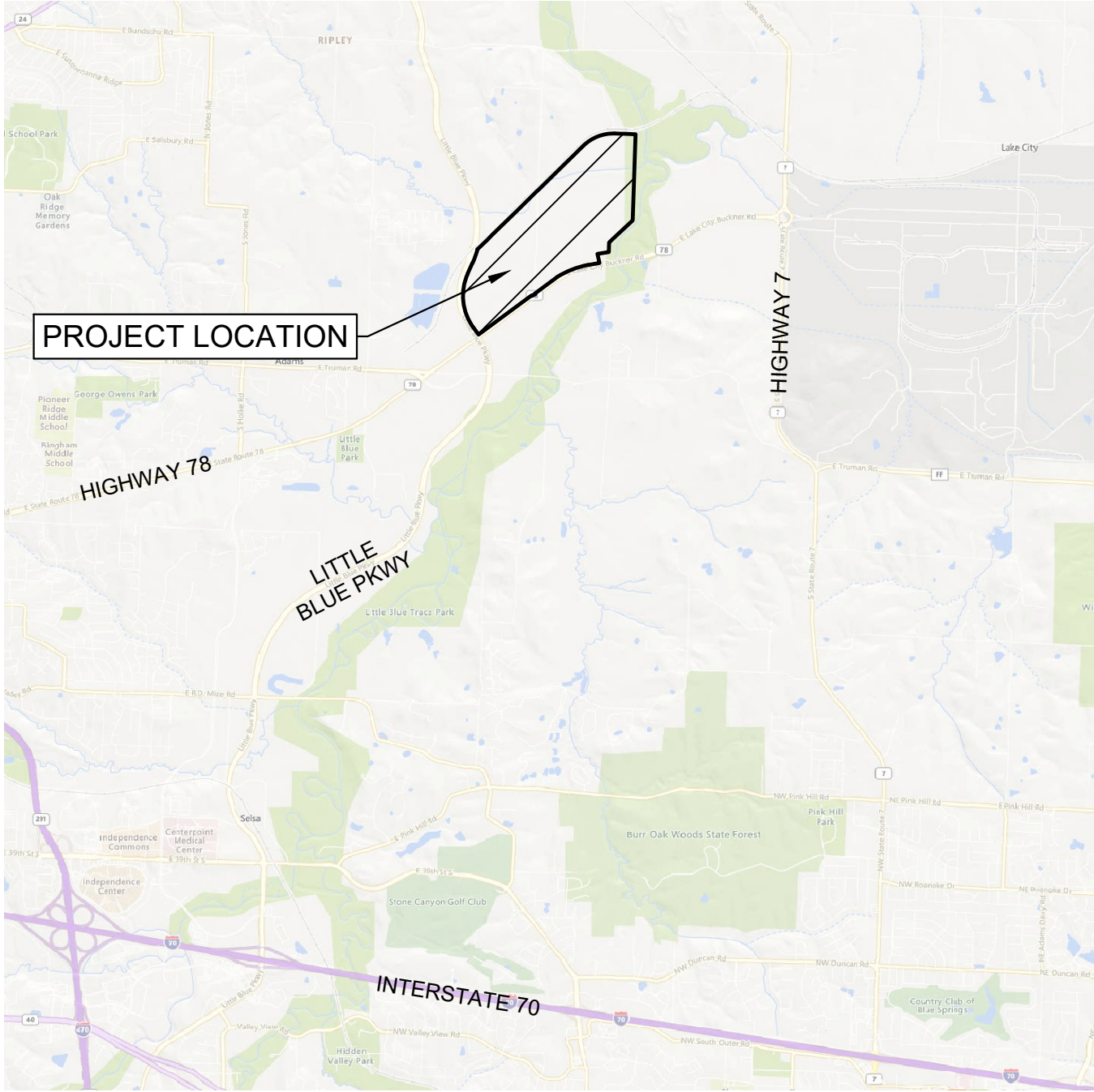
The applicant hereby agrees that the information provided above is accurate.

 8/28/25
Applicant's Signature Date

 8/27/25
Owner's Signature (Wim Van Klinken) Date

 08/28/2025
Owner's Signature (Nathaniel Hagedorn) Date
Manager of NPD Management, LLC, Manager
of NP Little Blue Valley Land, LLC

S:\01 PROJECTS\INDUSTRIAL\788 EASTGATE COMMERCE CENTER (INDEPENDENCE, MO)\PHASE 3 PRELIMINARY PLAT, MASS GRADING & PUBLIC IMPROVEMENTS\PLANS\01 PRELIMINARY PLAT, 3624AC--0001 COVER SHEETING



LOCATION MAP
SCALE 1:5000



PROJECT TEAM:

OWNER 1
LITTLE BLUE VALLEY (WEST), LLC
1001 W WALNUT ST
INDEPENDENCE, MO 64050

OWNER 2
NP LITTLE BLUE VALLEY LAND, LLC
3315 N OAK TRAFFICWAY
KANSAS CITY, MO 64116

DEVELOPER
NORTHPOINT DEVELOPMENT
3315 N. OAK TRAFFICWAY
KANSAS CITY, MO 64116
CONTACT: TRENTON SQUIERS
PHONE: 816.888.7380
EMAIL: TSQUIERS@NORTHPOINTKC.COM

ENGINEER
NORTHPOINT DEVELOPMENT
3315 N. OAK TRAFFICWAY
KANSAS CITY, MO 64116
CONTACT: MELISSA DEGONIA, P.E.
PHONE: 816.888.7380
EMAIL: MDEGONIA@NORTHPOINTKC.COM

SURVEYOR
NORTHPOINT DEVELOPMENT
3315 N. OAK TRAFFICWAY
KANSAS CITY, MO 64116
CONTACT: TOBIN ROBERTS, PLS
PHONE: 816.888.7380
EMAIL: TROBERTS@NORTHPOINTKC.COM

UTILITY CONTACT LIST:

AT&T
Attn: Mark Manion
500 East 8th Street
Kansas City Missouri
(816) 275-2341

Municipal Services Department
Construction
Attn: Steve Maldonado
17221 E. 23rd St. S
Independence, MO 64057
(816) 325-7611

Municipal Services Department
Engineering Division
Right of Way Supervisor
Attn: Jim Holtcamp
17221 E. 23rd St. S
Independence, MO 64057
(816) 325-7614

Verizon
Attn: Bryan Burger
(816) 346-0200

Independence Power and Light (IPL)
Senior District Planner
Attn: Kris McGinley
21500 E. Truman Road
Independence, MO 64051
(816) 325-7463

Comcast
Attn: Andy Bell
4700 Little Blue Parkway
Independence, MO 64057
(816) 795-2255

Independence Water Department
Attn: Steve Engelke
17221 E. 23rd St. S
Independence, MO 64057
(816) 325-7597
SEngelke@indepmo.org

Spire Inc.
Attn: Sara Furlow
Construction Engineer I
3025 SE Clover Dr.
Lee's Summit, MO 64082
(816) 591-3989
sara.furlow@spireenergy.com

Water Pollution Control
Sewer Maintenance Division
Attn: Jeff Conway
14909 E. Truman Rd
Independence, MO 64050
(816) 325-7727

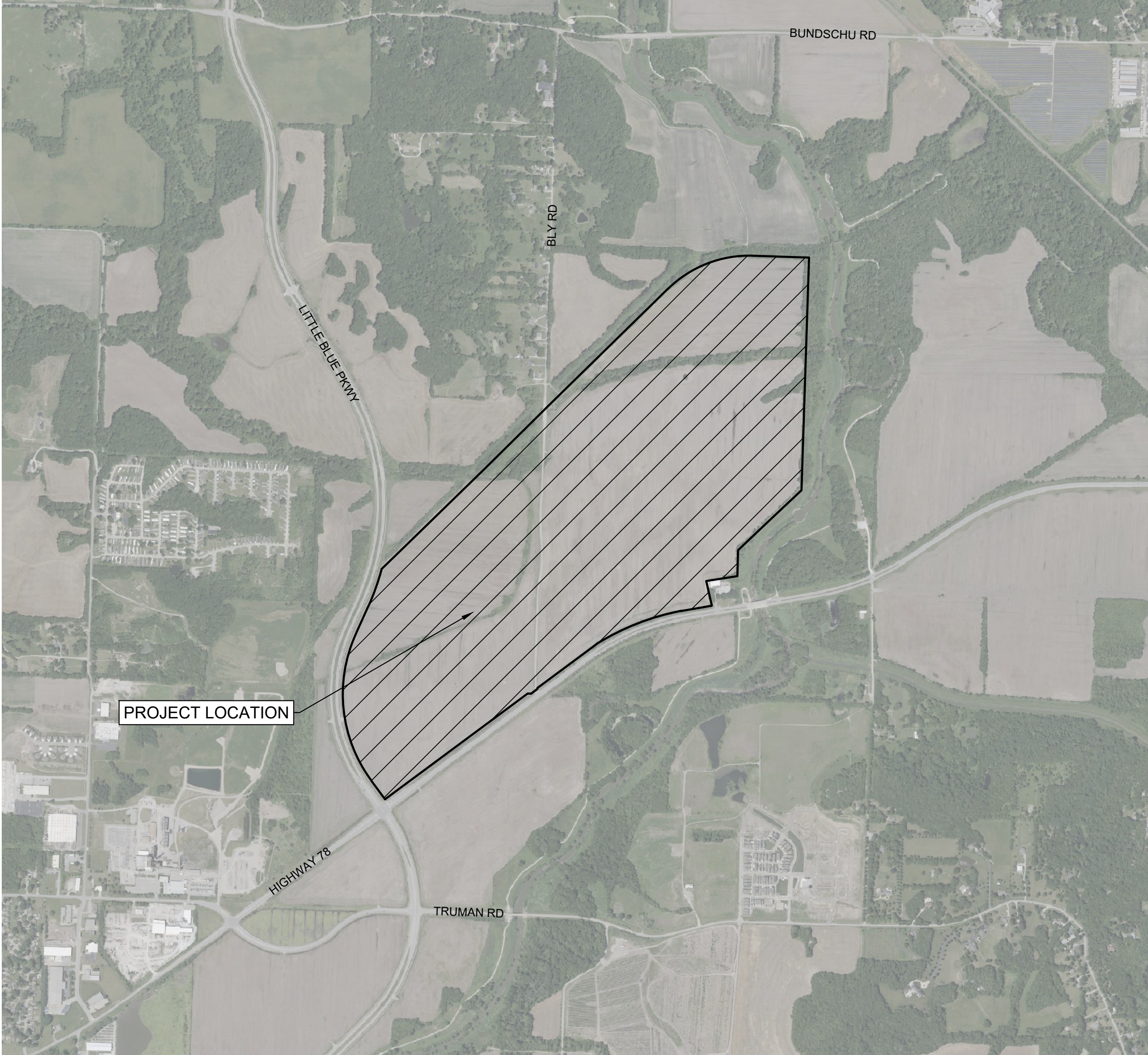
Community Development Services
Engineering Inspection
Attn: Ed Ieans
111 E. Maple Ave
Independence, MO 64050
eieans@indepmo.org

Community Development Services
Engineering Inspection
Attn: Lex Segura
111 E. Maple Ave
Independence, MO 64050
lsegura@indepmo.org

Community Development Services
ROW Inspection
Attn: Constance Battaglia
111 E. Maple Ave
Independence, MO 64050
(816) 325-7597
(816) 325-7401

Municipal Services Department
Traffic Engineering Division
Attn: Mark Green
17221 E. 23rd St. S
Independence, MO 64057

Municipal Services Department
Environmental Division
Attn: Tristan Laughlin
9600 Norledge Ave.
Independence, MO 64053
(816) 325-7713
tlaughlin@indepmo.org



LOCATION MAP
SCALE 1:1000



LEGAL DESCRIPTION:

All that part of Sections 34 and 35, Township 50 North and Section 3, Township 49 North, all in Range 31 West of the Fifth Principal Meridian, Independence, Jackson County, Missouri, lying North of the North line of MO-78 Highway (a/k/a East 23rd Street, a/k/a Lake City-Buckner Road, East of Little Blue Parkway, and West of the Little Blue Park lands (County PIN 17-800-04-08-00-0-00-000 and 17-800-01-17-00-0-00-000), and being more particularly described as follows:

BEGINNING at a 2" pipe found at the North Quarter Corner of said Section 35; Thence South 88°12'02" East, along the North line of the Northeast Quarter of said Section 35, a distance of 446.89 feet to a point on the West line of said Little Blue Park lands; Thence South 01°52'28" West, along said West line, a distance of 2,766.40 feet; Thence South 46°38'07" West, continuing along said West line, a distance of 634.65 feet to a point on the East line of the Southwest Quarter of said Section 35; Thence South 46°38'02" West, continuing along said West line, a distance of 401.83 feet; Thence South 01°18'38" West, continuing along said West line, a distance of 309.26 feet; Thence South 01°00'09" West, a distance of 375.06 feet; Thence South 12°58'34" East, a distance of 300.47 feet to a point on the North right of way line of said MO-78 Highway; Thence South 80°12'50" West, along said North right of way line, a distance of 370.70 feet to the beginning of a curve concave to the South having a radius of 2,959.79 feet and a central angle of 20°59'08" and being subtended by a chord which bears South 68°40'05" West 1,078.03 feet; Thence Westerly, continuing along said North right of way line and along said curve, a distance of 1,084.08 feet; Thence South 53°27'50" West, continuing along said North right of way line, a distance of 876.76 feet; Thence South 02°04'17" West, continuing along said North right of way line, a distance of 12.80 feet; Thence South 53°27'50" West, continuing along said North right of way line, a distance of 76.78 feet to a point on the West line of said Southwest Quarter; Thence South 53°27'50" West, continuing along said North right of way line, a distance of 15.52 feet to a point on the South line of the Southeast Quarter of said Section 34; Thence North 87°58'30" West, along said South line and continuing along said North right of way line, a distance of 40.11 feet; Thence South 53°27'50" West, continuing along said North right of way line, a distance of 2,108.46 feet to a point on the East right of way line of said Little Blue Parkway; Thence North 36°43'19" West, along said East right of way line, a distance of 271.00 feet to the beginning of a curve tangent to said line; Thence Northwesterly, continuing along said East right of way line, a distance of 1,835.58 feet along the curve concave to the East, having a radius of 1,723.00 feet and a central angle of 61°02'22"; Thence North 24°19'03" East continuing along said East right of way line and tangent to said curve, a distance of 366.37 feet to the beginning of a curve tangent to said line; Thence Northeasterly, continuing along said East right of way line, a distance of 470.35 feet along the curve concave to the West, having a radius of 2,910.00 feet and a central angle of 09°15'39" to a point on the South line of the MOPAC Spur (abandoned); Thence North 45°44'35" East, along said South line, a distance of 1,896.72 feet to a point on the North line of said Southeast Quarter; Thence North 45°22'34" East, continuing along said South line, a distance of 975.33 feet to a point on the West line of the Northwest Quarter of said Section 35; Thence North 45°36'00" East, continuing along said South line, a distance of 87.12 feet to a point on the East right of way line of N. Bly Road, as now established; Thence North 45°36'00" East, continuing along said South line, a distance of 2,000.41 feet; Thence Northeasterly, continuing along said South line, a distance of 1,116.48 feet along the curve concave to the South, having a radius of 1,382.89 feet and a central angle of 46°15'53" to a point on the North line of the Northwest Quarter of said Section 35; Thence South 88°08'07" East, along said North line and tangent to said curve, a distance of 218.93 feet to the true POINT OF BEGINNING.

Containing 17,418,144 square feet or 399.87 acres more or less.

DETENTION TRACT A

A portion of the east one half of Section 35, Township 50 North, Range 31 West, in the county of Jackson, state of Missouri, more particularly described as follows:
(Note: The bearings contained herein are based on Missouri State Plane - West Zone ground measurements in US Survey Feet)

Commencing at the Point of Commencement, said point being monumented by a 2" pipe found from record ties; Thence South 88°12'02" East along the north line of Section 35, a distance of 86.38 feet to the true POINT OF BEGINNING; Thence South 88°12'02" East, a distance of 360.51 feet to the common line between lands now or formerly belonging to NP Little Blue Valley Land LLC and the lands of Jackson County, Missouri; Thence South 01°52'28" West along said common line, a distance of 2766.40 feet; Thence South 46°38'07" West along said common line, a distance of 503.46 feet; Thence, departing said line and running through the lands of NP Little Blue Valley Land LLC, North 01°45'53" East, a distance of 3123.42 feet to the true POINT OF BEGINNING.

Said easement tract containing 1,053,365 square feet or 24.18 acres more or less as surveyed and described by Tobin R. Roberts, Missouri PLS 2001015269 on September 22, 2025.

Sheet List Table

Sheet Number	Sheet Title
C-0001	Cover Sheet
C-0100	Existing Conditions Plan
C-0110	Preliminary Stream Buffer Plan
C-0120	Preliminary Plat
C-0130	General Layout
C-0140	Intersection Detail
C-0141	Intersection Detail

COVER SHEET

EASTGATE COMMERCE CENTER

PHASE 3

PRELIMINARY PLAT

INDEPENDENCE, JACKSON COUNTY, MO

Certificate of Authority # MO 2020018354

SHEET #:

C-0001



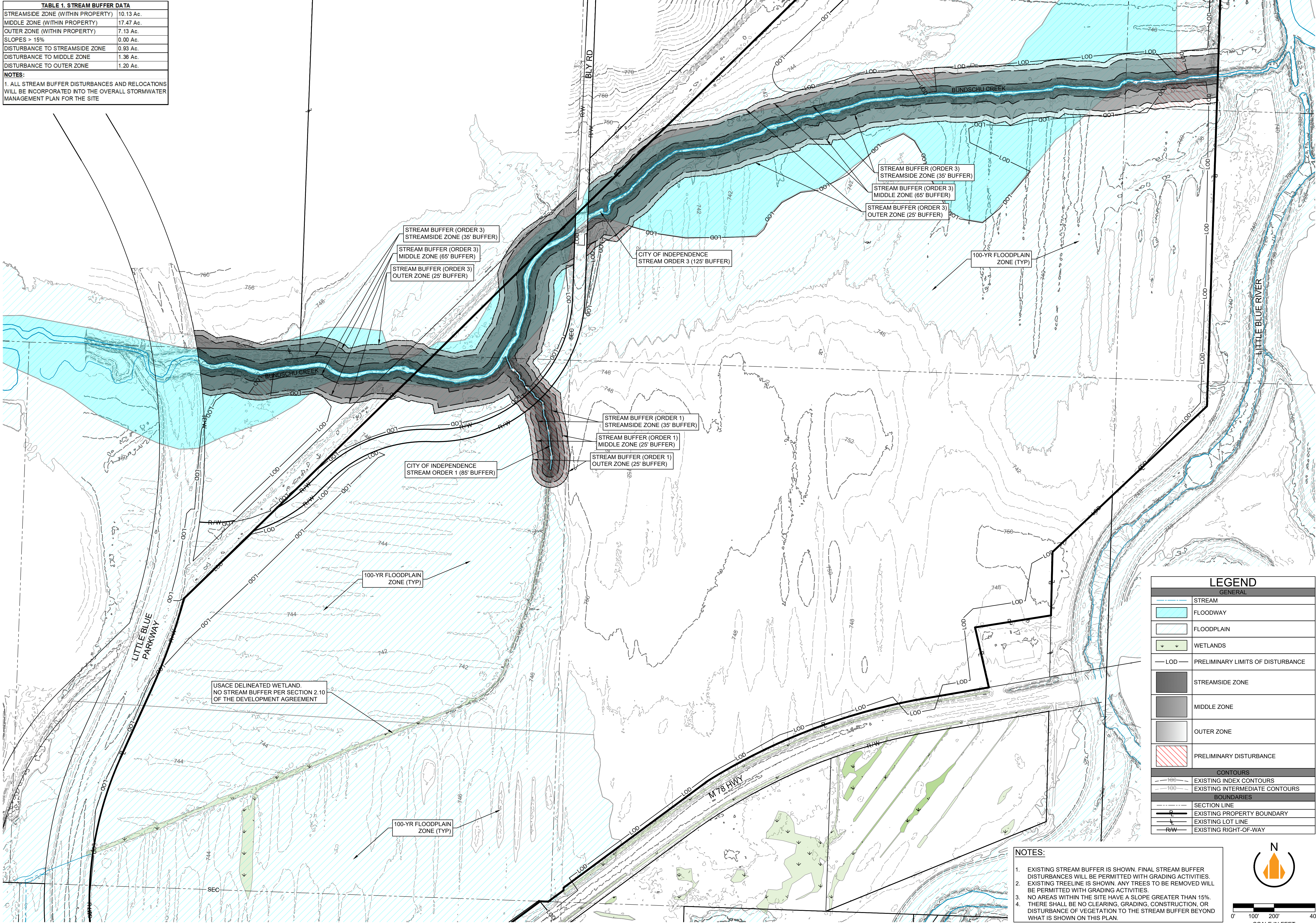
A Division of NorthPoint Development
3315 N Oak Trafficway
Kansas City, MO 64116
816.888.7380
sitepoint@northpointkc.com

S:\01 PROJECTS\INDUSTRIAL\788 EASTGATE COMMERCE CENTER (INDEPENDENCE, MO)\PHASE 3 PRELIMINARY PLAT, MASS GRADING & PUBLIC IMPROVEMENTS\PLANS\01 PRELIMINARY PLAT 3624AC-0110 STREAM BUFFER PLANDING

TABLE 1. STREAM BUFFER DATA	
STREAMSIDE ZONE (WITHIN PROPERTY)	10.13 Ac.
MIDDLE ZONE (WITHIN PROPERTY)	17.47 Ac.
OUTER ZONE (WITHIN PROPERTY)	7.13 Ac.
SLOPES > 15%	0.00 Ac.
DISTURBANCE TO STREAMSIDE ZONE	0.93 Ac.
DISTURBANCE TO MIDDLE ZONE	1.36 Ac.
DISTURBANCE TO OUTER ZONE	1.20 Ac.

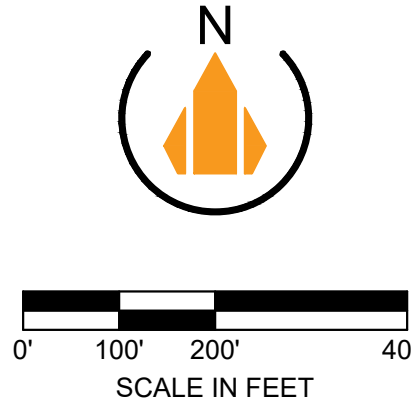
NOTES:

1. ALL STREAM BUFFER DISTURBANCES AND RELOCATIONS WILL BE INCORPORATED INTO THE OVERALL STORMWATER MANAGEMENT PLAN FOR THE SITE



LEGEND	
GENERAL	
	STREAM
	FLOODWAY
	FLOODPLAIN
	WETLANDS
	PRELIMINARY LIMITS OF DISTURBANCE
	STREAMSIDE ZONE
	MIDDLE ZONE
	OUTER ZONE
	PRELIMINARY DISTURBANCE
CONTOURS	
	EXISTING INDEX CONTOURS
	EXISTING INTERMEDIATE CONTOURS
BOUNDARIES	
	SECTION LINE
	EXISTING PROPERTY BOUNDARY
	EXISTING LOT LINE
	EXISTING RIGHT-OF-WAY

- NOTES:**
- EXISTING STREAM BUFFER IS SHOWN. FINAL STREAM BUFFER DISTURBANCES WILL BE PERMITTED WITH GRADING ACTIVITIES.
 - EXISTING TREE LINE IS SHOWN. ANY TREES TO BE REMOVED WILL BE PERMITTED WITH GRADING ACTIVITIES.
 - NO AREAS WITHIN THE SITE HAVE A SLOPE GREATER THAN 15%.
 - THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION, OR DISTURBANCE OF VEGETATION TO THE STREAM BUFFER BEYOND WHAT IS SHOWN ON THIS PLAN.



PRELIMINARY STREAM BUFFER PLAN
EASTGATE COMMERCE CENTER
PHASE 3
PRELIMINARY PLAT
INDEPENDENCE, JACKSON COUNTY, MO

REVIEWED BY:	DATE:	NO.:	REVISIONS/APPROVALS:
KM	2025 08 28		PREPARED FOR SUBMITTAL
MD	2025 09 23		CITY COMMENTS
BRC			
SP PROJECT #:			
MELISSA BEGONIA, P.E.			
2011000992			

Certificate of Authority # MO 2020018354
SHEET #:

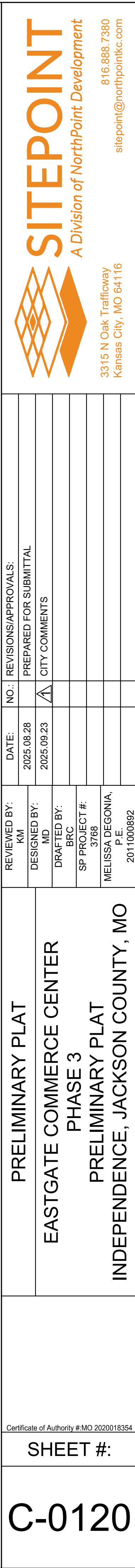
C-0110

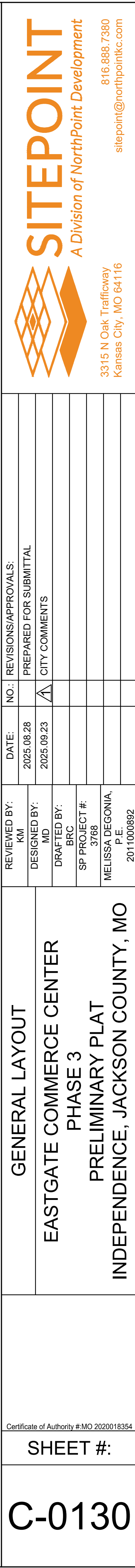


SITEPOINT
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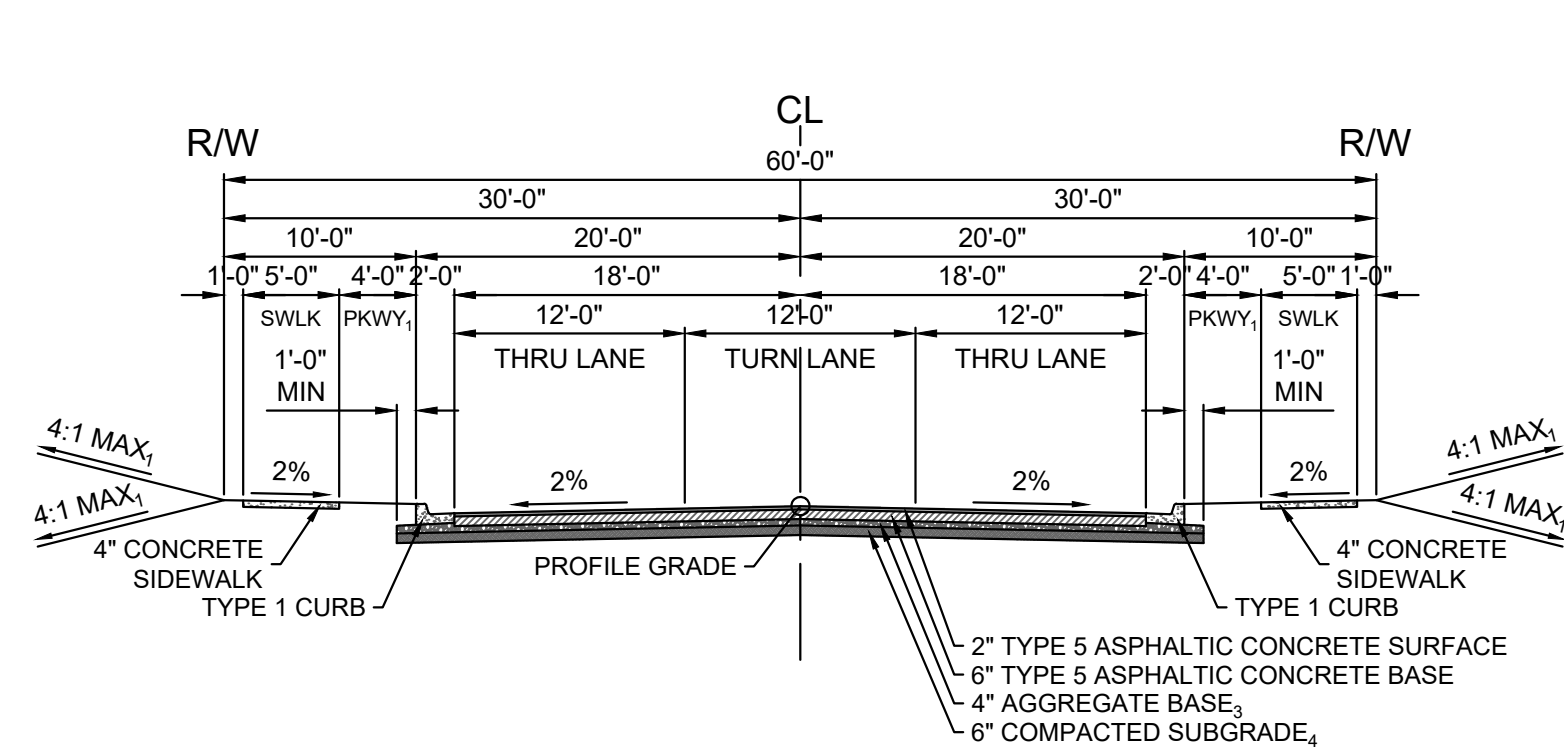
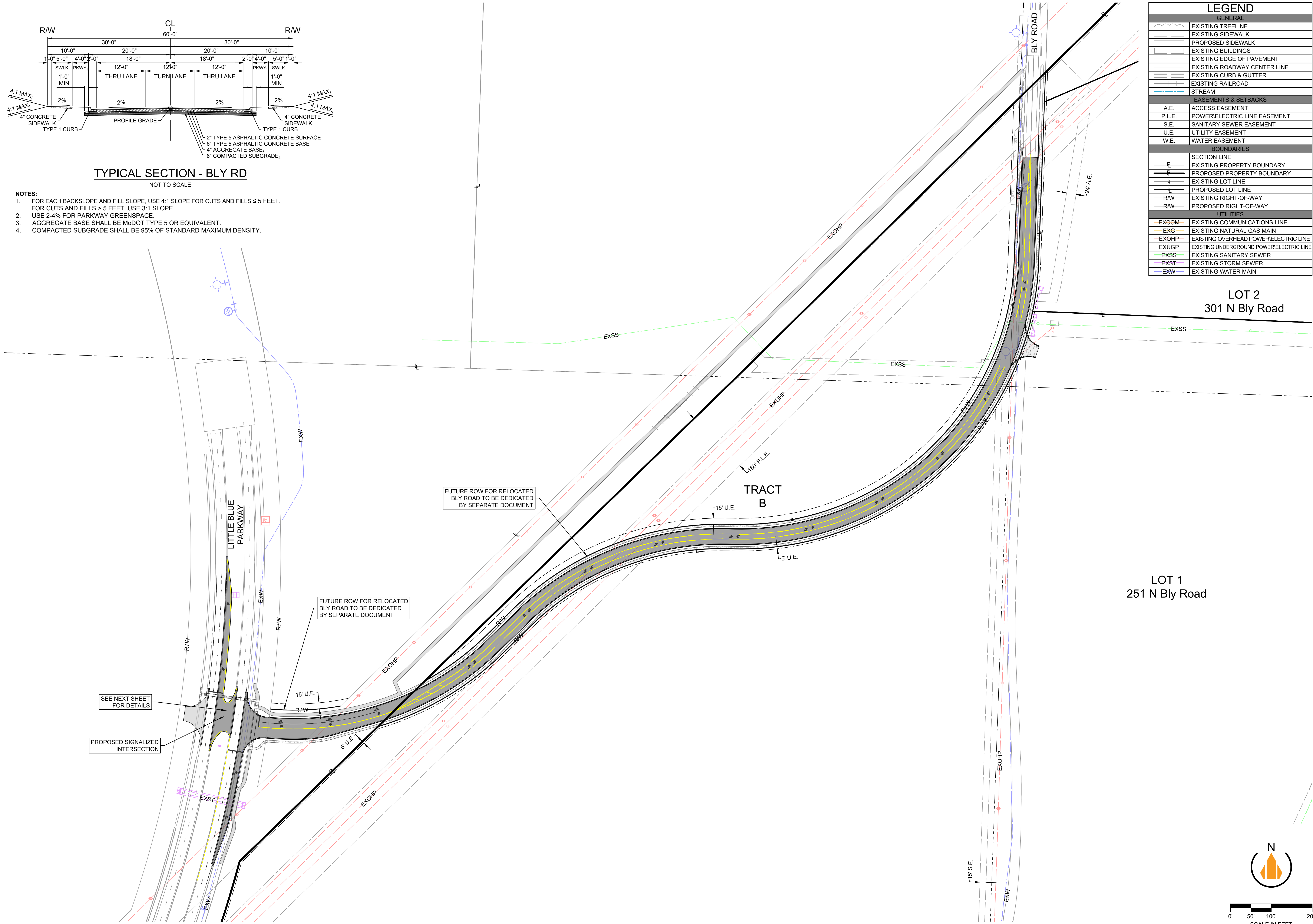
3315 N Oak Trafficway
Kansas City, MO 64116

816.888.7380
sitepoint@northpointks.com





S:\01 PROJECTS\INDUSTRIAL\788 EASTGATE COMMERCE CENTER (INDEPENDENCE, MO)\PHASE 3 PRELIMINARY PLAT, MASS GRADING & PUBLIC IMPROVEMENTS\PLANS\01 PRELIMINARY PLAT, 50242AC-0140 INTERSECTION DETAIL.DWG



TYPICAL SECTION - BLY RD
NOT TO SCALE

- NOTES:**
1. FOR EACH BACKSLOPE AND FILL SLOPE, USE 4:1 SLOPE FOR CUTS AND FILLS $\leq$ 5 FEET. FOR CUTS AND FILLS $>$ 5 FEET, USE 3:1 SLOPE.
 2. USE 2-4% FOR PARKWAY GREENSPACE.
 3. AGGREGATE BASE SHALL BE MoDOT TYPE 5 OR EQUIVALENT.
 4. COMPACTED SUBGRADE SHALL BE 95% OF STANDARD MAXIMUM DENSITY.

LEGEND	
GENERAL	
	EXISTING TREELINE
	EXISTING SIDEWALK
	PROPOSED SIDEWALK
	EXISTING BUILDINGS
	EXISTING EDGE OF PAVEMENT
	EXISTING ROADWAY CENTER LINE
	EXISTING CURB & GUTTER
	EXISTING RAILROAD
	STREAM
EASEMENTS & SETBACKS	
A.E.	ACCESS EASEMENT
P.L.E.	POWER/ELECTRIC LINE EASEMENT
S.E.	SANITARY SEWER EASEMENT
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
BOUNDARIES	
	SECTION LINE
	EXISTING PROPERTY BOUNDARY
	PROPOSED PROPERTY BOUNDARY
	EXISTING LOT LINE
	PROPOSED LOT LINE
R/W	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
UTILITIES	
EXCOM	EXISTING COMMUNICATIONS LINE
EXG	EXISTING NATURAL GAS MAIN
EXOHP	EXISTING OVERHEAD POWER/ELECTRIC LINE
EXUGP	EXISTING UNDERGROUND POWER/ELECTRIC LINE
EXSS	EXISTING SANITARY SEWER
EXST	EXISTING STORM SEWER
EXW	EXISTING WATER MAIN

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816.888.7380

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INTERSECTION DETAIL

EASTGATE COMMERCE CENTER
PHASE 3
PRELIMINARY PLAT
INDEPENDENCE, JACKSON COUNTY, MO

Certificate of Authority #MO 2020018354

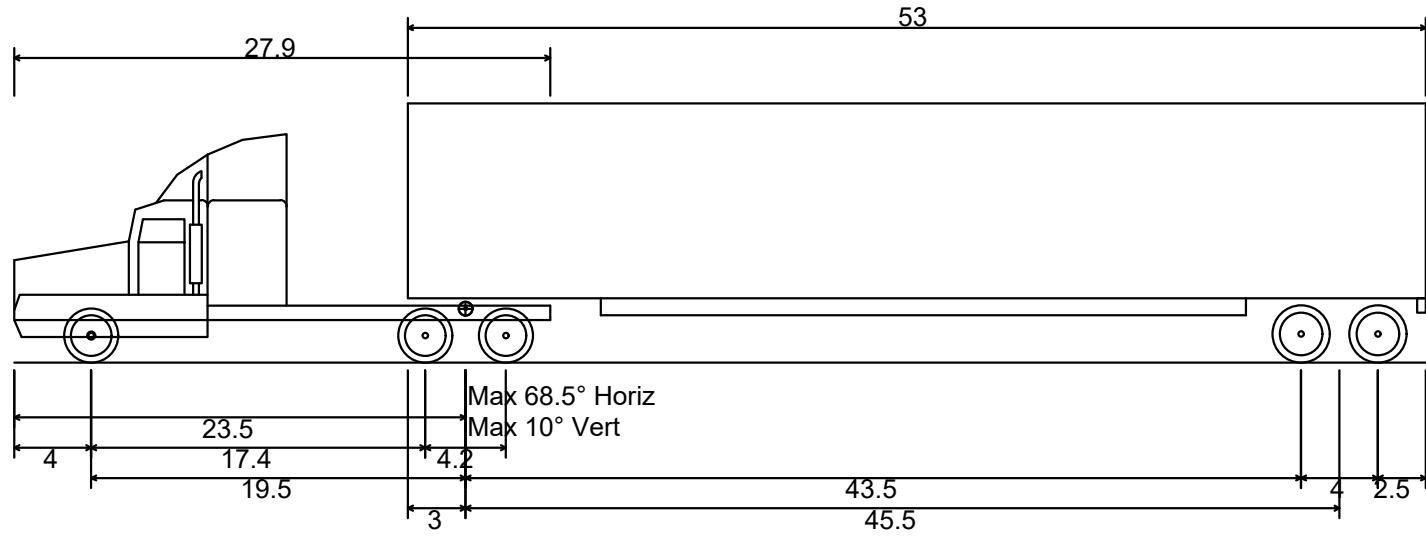
SHEET #:

C-0140

REVIEWED BY:	DATE:	NO.:	REVISIONS/APPROVALS:
KM	2025.08.28	2025.08.28	PREPARED FOR SUBMITTAL
DESIGNED BY:	2025.08.28	2025.08.28	CITY COMMENTS
MD			
BKC			
SP PROJECT #:			
MELISSA L. BEGONIA, P.E.			
2011000992			

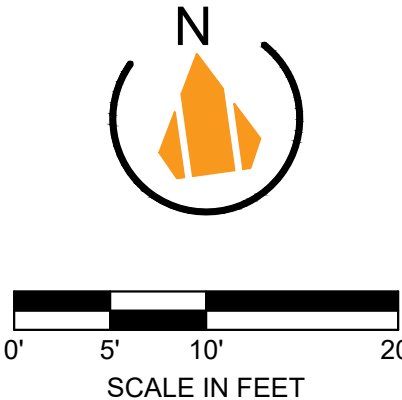
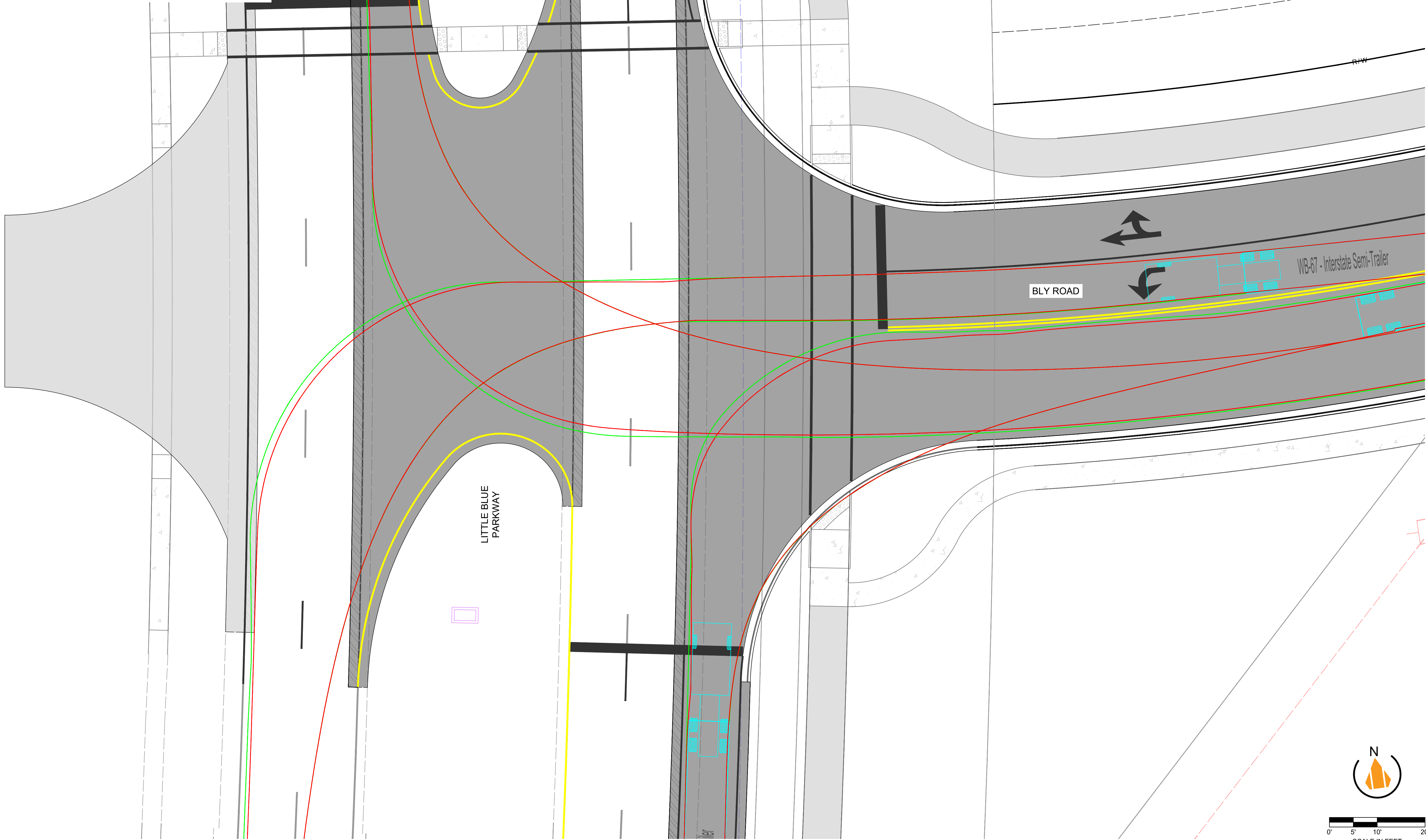
Page 205 of 603

S:\01 PROJECTS\INDUSTRIAL\788 EASTGATE COMMERCE CENTER (INDEPENDENCE, MO)\PHASE 3 PRELIMINARY PLAT, MASS GRADING & PUBLIC IMPROVEMENTS\PLANS\01 PRELIMINARY PLAT, 30x24\C-0140 INTERSECTION DETAILS



WB-67 - Interstate Semi-Trailer
Overall Length
Overall Width
Overall Body Height
Min Body Ground Clearance
Max Track Width
Lock-to-lock time
Max Steering Angle (Virtual)

73.501ft
8.500ft
13.500ft
1.334ft
8.500ft
6.00s
28.40°





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REVISIONS/APPROVALS:	NO.:	DATE:	REVIEWED BY:
PREPARED FOR SUBMITTAL		2025 08 28	KM
CITY COMMENTS		2025 09 23	MD
			BRC
			SP PROJECT #:
			MELISSA DEGENIA, P.E.
			201100092

INTERSECTION DETAIL
EASTGATE COMMERCE CENTER
PHASE 3
PRELIMINARY PLAT
INDEPENDENCE, JACKSON COUNTY, MO

Certificate of Authority #MO 2020018354

SHEET #:

C-0141

2025.09.23

RE: Phasing Plan – EastGate Commerce Center

City Staff:

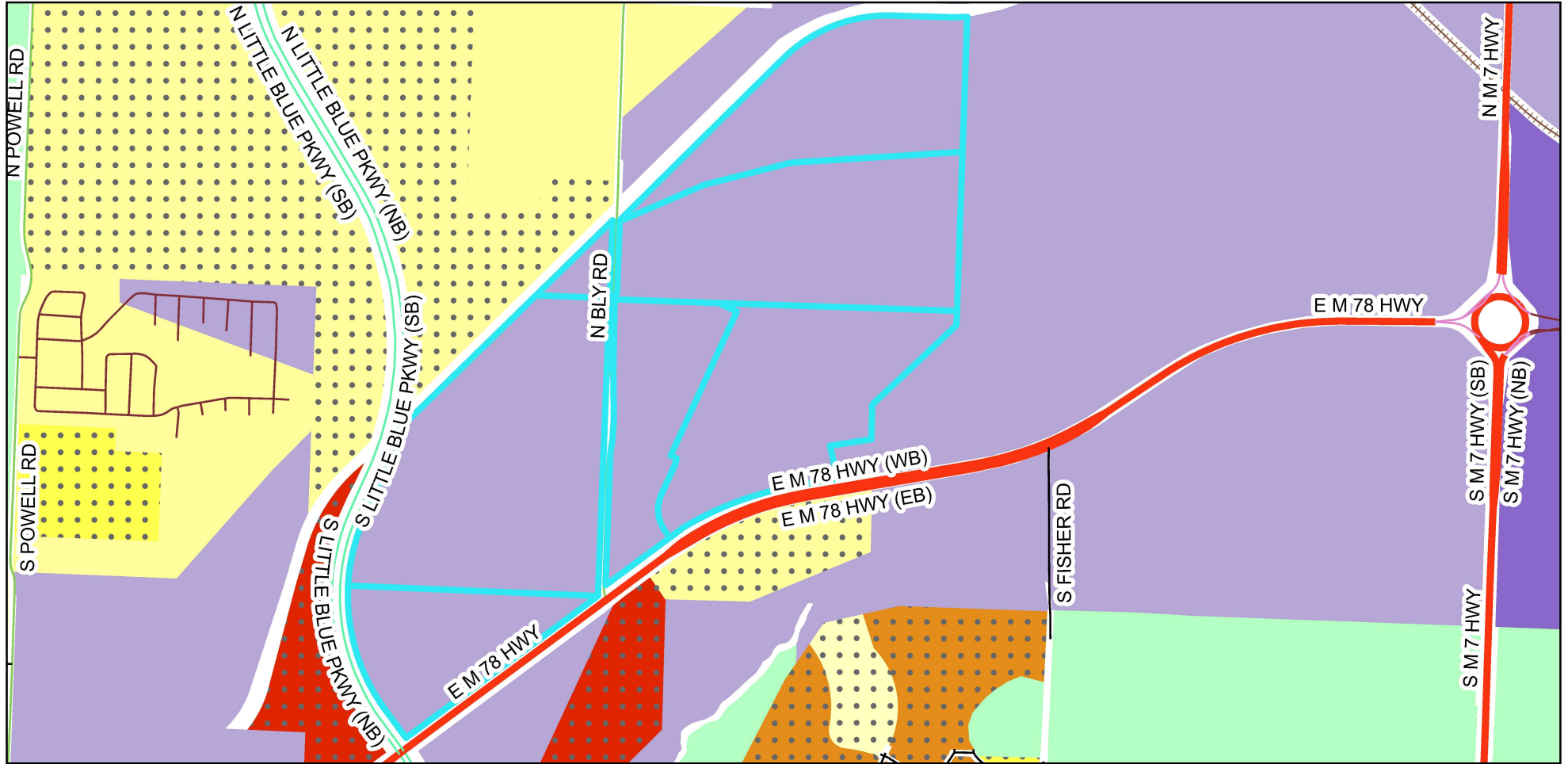
NorthPoint has received a comment from City Staff regarding the phasing of the development and construction of the proposed Bly Road relocation. To address this comment, an estimated project schedule and narrative has been provided.

Existing Bly Road runs north and south in orientation, from south of Bundschu Creek to Highway 78 in Independence, MO. Bly Road is proposed to be relocated to connect directly to Little Blue Parkway as indicated by the preliminary plat plans submitted to the City of Independence 8/28/2025. This preliminary plat application will be heard at planning commission on 10/14/2025, followed by city council on 11/17/2025. NorthPoint will submit ROW dedication documents shortly after the planning commission meeting for City Staff review and comment, and if required NorthPoint will submit easement routing to the extent the new proposed routing of utilities require easements outside of new Bly Road's 60' easement. All ROW / Easement dedication will be completed no later than December 2025.

NorthPoint will start mass grading activities once a permit is received, which is expected to be October/November 2025. Grading will start on the overall site and Bly Road will be of the first areas to receive fill. NorthPoint's estimated schedule is best illustrated in the figure below that shows existing Bly Road remaining open as long as possible to limit the shutdown time of the road during mass grading and construction operations.

Construction Activity	Month													
	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	
Mass Grading Site														
Clearing and Grubbing														
Grading														
Seeding														
Remove Erosion Control Devices														
New Bly Road														
Preliminary Plat Approved														
ROW Dedication/ Easements														
Grading														
Installation of Utilities														
Fine Grading/Prep for Pavement														
Curbs, Pavement and Sidewalk														
Seeding														
New Bly Road Operational														
Existing Bly Road														
Shutdown Existing Bly Road														
Remove Utilities														
Demolish Road and Grade														
Building Construction														
Footing Start														

Zoning Map



Legend

Parcels	I-1	R-18/PUD	R-6/PUD
Zoning District	I-2	R-4/PUD	R-A
C-2/PUD	R-12/PUD	R-6	

0 1,250 2,500 5,000 US Feet

Prepared For: Planning Commission
Meeting Date: October 14, 2025





Planning Commission Minutes

October 14, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 10/14/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes – September 9, 2025

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda and pull Case 25-310-02 for separate consideration. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. Case 25-310-02 – Preliminary Plat – A request for Preliminary Plat approval for a tract of land Northeast of the intersection of Highway M-78 and Little Blue Parkway.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that the lot configurations had changed compared to the previous version, and that the Preliminary Plat reflected the realignment of Bly Road. Mr. Rick Arroyo agreed with Mr. Harker's explanation.

PUBLIC HEARINGS

1. **Case 25-100-18 – Rezoning – North Square** - A request to rezone the properties generally located North of Farmer, South of Nettleton, East of Spring and West of Main from R-30 (High Density Residential) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Public Comments

Emmett Morris, 508 N. Liberty St., spoke in support of the rezoning, encouraging its approval and noting that it would provide a strong foundation for the neighborhood's future growth.

Commissioner Comments

In response to Commissioner Ashbaugh's question, Mr. Harker clarified that all properties included in this rezoning area are single-family residences and that the adjacent apartment complexes are not part of the rezoning.

In response to Commissioner Nesbitt's concern, Mr. Harker stated that staff verified all houses within the rezoning area are single-family residences and not apartments.

In response to Chairperson Wiley, Mr. Harker explained that the proposed rezoning would help preserve the integrity of the neighborhood's historic district, which was originally developed for single-family homes.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-19 – Rezoning – North Dodgion** - A request to rezone the properties along Dodgion Avenue between College Avenue and US 24 Highway from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Public Comments

No public comments.

Commissioner Comments

Regarding Commissioner Nesbitt's inquiry, Mr. Glaser clarified that 812 N. Dodgion Ave. should be corrected from C-2 (General Commercial) to R-6/PUD (Single-Family Residential/Planned Unit Development) due to lot size and setback requirements. He also noted that the property should be removed from the initial list of addresses proposed to change from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single-Family Residential).

Motion

Commissioner Dan O'Neill made a motion to approve the case as amended. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-100-20 – Rezoning – 1116 S Woodland Ave & 1506 W 23rd Street** - A request to rezone the properties at 1116 S Woodland & 1506 W 23rd Street from I-1 (Industrial) to R-12 (Two Family Residential).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments

David Gillpatrick, 123 East Kansas Avenue, speaking on behalf of the applicant, Zackary Whitworth. In response to Chairperson Wiley's questions, Mr. Gillpatrick clarified that the alleyway extends the full length of the block, passing several houses, and serves as access to the property. He further noted that, based on current understanding, there has been no discussion or condition that would require the gravel parking area to be paved. Mr. Gillpatrick also stated that their goal is to enhance the area and improve its overall appearance.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that while the property lines appear slightly misaligned on the maps, they do not extend onto the neighboring property. He further clarified that the alleyway shown is actually an access point to the property, not a platted alley. Regarding parking, he noted that if the property is rezoned, the owner would not be required to replace the gravel parking area with pavement unless new construction exceeds 50% of the property's market value or the gravel area falls into disuse and becomes overgrown, at which point the legal nonconformity would be lost and paving would be required.

In response to Commissioner Young, Mr. Harker confirmed the home is for sale and any proposed improvements would require internal administrative approval.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 25-200-10 – Special Use Permit – 711 N Arapaho Street** – A request to operate a Bed & Breakfast at the property.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Applicant Comments

Adriana, 711 N Arapaho Street, shared that the couple, currently the only residents of their spacious home, have always enjoyed hosting friends and family. They would like to welcome travelers to the cozy basement studio, which has its own private entrance and bathroom, aligning with their dreams of building a future in real estate. She stated that they are confident they can meet the conditions outlined by the Staff.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

5. **Case 25-200-11 – Special Use Permit – 1112 Dickinson Road** – A request to operate a light equipment sales business at the property.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Steven Fairfield, 1112 N. Dickinson Road, shared that his family has owned the building for 30 years and that his business has operated among three businesses. He is seeking an additional business license to sell trailers. Mr. Fairfield is looking to get an additional business license to sell trailers.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Glaser stated the applicant proposes to pave 2,000 sf to allow a small display area within the gravel lot. Under Section 14409, which governs

light equipment sales, displayed items are required to be on an all-weather surface such as concrete or asphalt, prompting this request. No additional green space would be required.

ROUNDTABLE - NEXT MEETING OCTOBER 28, 2025

ADJOURNMENT

The meeting was adjourned at 7:11 p.m.

BILL NO. 25-802

RESOLUTION NO. 7180

A RESOLUTION APPROVING A PRELIMINARY PLAT OF EASTGATE COMMERCE CENTER LOCATED AT THE NORTHEAST CORNER OF LITTLE BLUE PARKWAY AND M-78 HWY IN INDEPENDENCE, MISSOURI.

WHEREAS, the City is in receipt of an application for a Preliminary Plat; and,

WHEREAS, the Planning Commission on October 14, 2025 did recommend approval of the application; and,

WHEREAS, the application is forwarded to the City Council for their consideration; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the Preliminary Plat was consistent with the requirements in Section 14-702.

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

SECTION 1. That the Preliminary Plat for East Commerce Center (Phase 3) located at the northeast corner of S. Little Blue Parkway and E. Highway M-78, and being a part of the Sections 34 and 35, Township 50 North, Range 31 West of the Fifth Principal Meridian, Independence, Jackson County, Missouri, lying North of the North line of MO-78 Highway (a/k/a East 23rd Street, a/k/a Lake City-Buckner Road), East of Little Blue Parkway, and West of the Little Blue Trace Park lands, and being more particularly described as follows:

BEGINNING at a 2" pipe found at the North Quarter Corner of said Section 35;
Thence South 88°12'02" East, along the North line of the Northeast Quarter of said Section 35, a distance of 446.89 feet to a point on the West line of said Little Blue Park lands;
Thence South 01°52'28" West, along said West line, a distance of 2,766.40 feet;
Thence South 46°38'07" West, continuing along said West line, a distance of 634.65 feet to a point on the East line of the Southwest Quarter of said Section 35;
Thence South 46°38'02" West, continuing along said West line, a distance of 401.83 feet;
Thence South 01°18'38" West, continuing along said West line, a distance of 309.26 feet;
Thence South 81°00'09" West, a distance of 375.06 feet;
Thence South 12°58'34" East, a distance of 300.47 feet to a point on the North right of way line of said MO-78 Highway;
Thence South 80°12'50" West, along said North right of way line, a distance of 370.70 feet to the beginning of a curve concave to the South having a radius of 2,959.79 feet and a central angle of 20°59'08" and being subtended by a chord which bears South 68°40'05" West 1,078.03 feet;
Thence Westerly, continuing along said North right of way line and along said curve, a distance of 1,084.08 feet;
Thence South 53°27'50" West, continuing along said North right of way line, a distance of 876.76 feet;
Thence South 02°04'17" West, continuing along said North right of way line, a distance of 12.80 feet;
Thence South 53°27'50" West, continuing along said North right of way line, a distance of 76.78 feet to a point on the West line of said Southwest Quarter;
Thence South 53°27'50" West, continuing along said North right of way line, a distance of 15.52 feet to a point on the South line of the Southeast Quarter of said Section 34;

Thence North 87°58'30" West, along said South line and continuing along said North right of way line, a distance of 40.11 feet;

Thence South 53°27'50" West, continuing along said North right of way line, a distance of 2,108.46 feet to a point on the East right of way line of said Little Blue Parkway;

Thence North 36°43'19" West, along said East right of way line, a distance of 271.00 feet to the beginning of a curve tangent to said line;

Thence Northwesterly, continuing along said East right of way line, a distance of 1,835.58 feet along the curve concave to the East, having a radius of 1,723.00 feet and a central angle of 61°02'22";

Thence North 24°19'03" East continuing along said East right of way line and tangent to said curve, a distance of 366.37 feet to the beginning of a curve tangent to said line;

Thence Northeasterly, continuing along said East right of way line, a distance of 470.35 feet along the curve concave to the West, having a radius of 2,910.00 feet and a central angle of 09°15'39" to a point on the South line of the MOPAC Spur (abandoned);

Thence North 45°44'35" East, along said South line, a distance of 1,696.72 feet to a point on the North line of said Southeast Quarter;

Thence North 45°22'34" East, continuing along said South line, a distance of 975.33 feet to a point on the West line of the Northwest Quarter of said Section 35;

Thence North 45°36'00" East, continuing along said South line, a distance of 87.12 feet to a point on the East right of way line of N. Bly Road, as now established;

Thence North 45°36'00" East, continuing along said South line, a distance of 2,000.41 feet;

Thence Northeasterly, continuing along said South line, a distance of 1,116.48 feet along the curve concave to the South, having a radius of 1,382.69 feet and a central angle of 46°15'53" to a point on the North line of the Northwest Quarter of said Section 35;

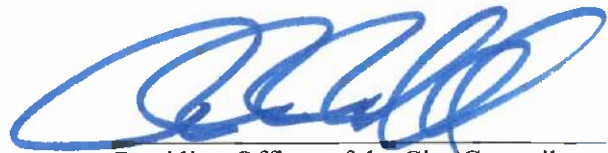
Thence South 88°08'07" East, along said North line and tangent to said curve, a distance of 218.93 feet to the true POINT OF BEGINNING.

Containing 17,418,144 square feet or 399.87 acres more or less.

SECTION 2. That the Preliminary Plat is hereby approved with the conditions listed below.

1. Sidewalks and improvements are required on the Bly Road frontage and should be shown on the Plat.
2. Covenants and restrictions must be created for this development to own and maintain the detention basins. Submit a draft copy with the first Plat submission.
3. Industrial lots will need to follow water quality Best Management Practices (BMP's). These can be built during the development phase or building permit phase.
4. Provide 5-foot wide General Utility Easements (at minimum) along the rights-of-way.
5. Bly Road will need to be constructed before vacating the existing right-of-way.
6. Show fire hydrants on the Final Plan Reviews.
7. Approval of a Plat is required prior to the issuance of building permits unless otherwise approved by the Community Development Director.
8. Note, this Preliminary Plat has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of a Plat and Final Plan Reviews.

PASSED THIS 17th 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:


City Clerk

APPROVED AS TO FORM AND LEGALITY:


City Counselor

REVIEWED BY:


Interim City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-803 A resolution reappointing Lupe Moe and Charline Gray to the Human Relations Commission **Approved Res. No. 7181**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Moe and Gray Reappt Res 2025
2. Moe and Gray Reappt Res 2025
3. Res. No. 7181

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING LUPE MOE AND CHARLINE GRAY AS MEMBERS OF
THE HUMAN RELATIONS COMMISSION OF THE CITY OF INDEPENDENCE,
MISSOURI

WHEREAS the City Council of the City of Independence, Missouri, did, pursuant to Ordinance No. 728 passed on the 27th day of July, 1964, create the Human Relations Commission of the City of Independence, Missouri; and,

WHEREAS, Lupe Moe and Charline Gray were members of the Human Relations Commission and their term has expired, and

WHEREAS, the City Council deems it necessary and advisable to reappoint these individuals as members of the Human Relations Commission because of their qualities of leadership, temperance and judgment, and said individual is duly qualified to serve;

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) to the Human Relations Commission to serve without compensation for the indicated term or until duly succeeded by another person properly reappointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Lupe Moe	2028 Belmont Ave.	10/4/2028
Charline Gray	1419 S. Ash Ave.	10/4/2028

PASSED THIS ____ DAY OF NOVEMBER 2025 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

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 REAPPOINTING LUPE MOE AND CHARLINE GRAY AS MEMBERS
OF THE HUMAN RELATIONS COMMISSION OF THE CITY OF INDEPENDENCE,
MISSOURI

WHEREAS the City Council of the City of Independence, Missouri, did, pursuant to Ordinance No. 728 passed on the 27th day of July, 1964, create the Human Relations Commission of the City of Independence, Missouri; and,

WHEREAS, Lupe Moe and Charline Gray were members of the Human Relations Commission and their term has expired, and

WHEREAS, the City Council deems it necessary and advisable to reappoint these individuals as members of the Human Relations Commission because of their qualities of leadership, temperance and judgment, and said individual is duly qualified to serve;

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) to the Human Relations Commission to serve without compensation for the indicated term or until duly succeeded by another person properly reappointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Lupe Moe	2028 Belmont Ave.	10/4/2028
Charline Gray	1419 S. Ash Ave.	10/4/2028

PASSED THIS _____ DAY OF NOVEMBER 2025 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

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. 25-803
RESOLUTION NO. 7181

A RESOLUTION REAPPOINTING LUPE MOE AND CHARLINE GRAY AS MEMBERS OF
THE HUMAN RELATIONS COMMISSION OF THE CITY OF INDEPENDENCE,
MISSOURI

WHEREAS the City Council of the City of Independence, Missouri, did, pursuant to Ordinance No. 728 passed on the 27th day of July, 1964, create the Human Relations Commission of the City of Independence, Missouri; and,

WHEREAS, Lupe Moe and Charline Gray were members of the Human Relations Commission and their term has expired, and

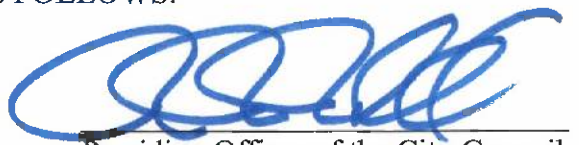
WHEREAS, the City Council deems it necessary and advisable to reappoint these individuals as members of the Human Relations Commission because of their qualities of leadership, temperance and judgment, and said individual is duly qualified to serve;

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) to the Human Relations Commission to serve without compensation for the indicated term or until duly succeeded by another person properly reappointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Lupe Moe	2028 Belmont Ave.	10/4/2028
Charline Gray	1419 S. Ash Ave.	10/4/2028

PASSED THIS 17th DAY OF NOVEMBER 2025 BY THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:



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

ATTEST:

Suzanne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

J. M. C.
City Counselor

REVIEWED BY:

C. Reynolds
Interim City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-804 A resolution reappointing Charline Gray and Patrick Casey to the Public Safety Tax Oversight Committee **Approved Res. No. 7182**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Gray and Casey Reappt Res
2. Gray and Casey Reappt Res
3. Res. No. 7182

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING CHARLINE GRAY AND PATRICK CASEY AS
MEMBERS OF THE PUBLIC SAFETY TAX OVERSIGHT COMMITTEE OF THE CITY OF
INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 5075, passed on the 17th day of May 2004, create the Public Safety Tax Oversight Committee within and for the City of Independence, Missouri, and,

WHEREAS, expired terms have created vacancies, and

WHEREAS, the City Council deems it advisable to reappoint these individual(s) to said Public Safety Tax Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in promoting education regarding purchase, construction, repair, maintenance, reconstruction of facilities and equipment and training, as well as observation of the collection and expenditures of the Fire Protection Sales Tax, the Public Safety Capital Improvements Sales Tax and the Use Tax for police personnel; and,

WHEREAS, said individual(s) are duly qualified to serve, according to the Charter and ordinances of this City, and the Council affirms the individual appointments made by each councilmember.

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) to the Public Safety Tax Oversight Committee to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Charline Gray	1419 S. Ash Ave.	November 15, 2028
Patrick Casey	17705 E. Dakota Dr.	November 15, 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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING CHARLINE GRAY AND PATRICK CASEY AS
MEMBERS OF THE PUBLIC SAFETY TAX OVERSIGHT COMMITTEE OF THE CITY OF
INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 5075, passed on the 17th day of May 2004, create the Public Safety Tax Oversight Committee within and for the City of Independence, Missouri, and,

WHEREAS, expired terms have created vacancies, and

WHEREAS, the City Council deems it advisable to reappoint these individual(s) to said Public Safety Tax Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in promoting education regarding purchase, construction, repair, maintenance, reconstruction of facilities and equipment and training, as well as observation of the collection and expenditures of the Fire Protection Sales Tax, the Public Safety Capital Improvements Sales Tax and the Use Tax for police personnel; and,

WHEREAS, said individual(s) are duly qualified to serve, according to the Charter and ordinances of this City, and the Council affirms the individual appointments made by each councilmember.

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) to the Public Safety Tax Oversight Committee to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Charline Gray	1419 S. Ash Ave.	November 15, 2028
Patrick Casey	17705 E. Dakota Dr.	November 15, 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

BILL NO. 25-804
RESOLUTION NO. 7182

A RESOLUTION REAPPOINTING CHARLINE GRAY AND PATRICK CASEY AS
MEMBERS OF THE PUBLIC SAFETY TAX OVERSIGHT COMMITTEE OF THE CITY OF
INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 5075, passed on the 17th day of May 2004, create the Public Safety Tax Oversight Committee within and for the City of Independence, Missouri, and,

WHEREAS, expired terms have created vacancies, and

WHEREAS, the City Council deems it advisable to reappoint these individual(s) to said Public Safety Tax Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in promoting education regarding purchase, construction, repair, maintenance, reconstruction of facilities and equipment and training, as well as observation of the collection and expenditures of the Fire Protection Sales Tax, the Public Safety Capital Improvements Sales Tax and the Use Tax for police personnel; and,

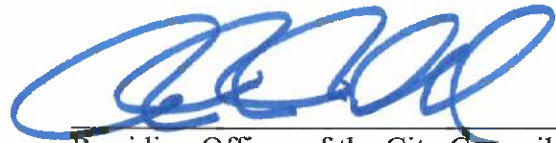
WHEREAS, said individual(s) are duly qualified to serve, according to the Charter and ordinances of this City, and the Council affirms the individual appointments made by each councilmember.

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) to the Public Safety Tax Oversight Committee to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Charline Gray	1419 S. Ash Ave.	November 15, 2028
Patrick Casey	17705 E. Dakota Dr.	November 15, 2028

PASSED THIS 17th 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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-805 A resolution reappointing Wes Epperson, Pam Wishon, Marcie Gragg, and Libet Ojeda to the Street Improvement Oversight Committee **Approved Res. No. 7183**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Epperson, Wishon, Gragg, Ojeda Reappt
2. Epperson, Wishon, Gragg, Ojeda Reappt
3. Res. No. 7183

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING WESLEY EPPERSON, PAM WISHON, MARCIE GRAGG, AND LIBET OJEDA TO THE STREET IMPROVEMENT OVERSIGHT COMMITTEE

WHEREAS, the City Council of the City of Independence, pursuant to Resolution No. 4530, passed on the 20th day of July, 1998, created the Street Improvement Oversight Committee within and for the City of Independence, Missouri; and,

WHEREAS, by passage of Resolution 4538, on September 8, 1998, the City Council named the first seven members of the Street Improvement Oversight Committee; and,

WHEREAS, due to the expiration of terms, vacancies have been created; and

WHEREAS, the City Council deems it advisable to reappoint these individual(s) to said Street Improvement Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in promoting public education regarding street projects, and appropriate expenditure of the City's Capital Improvement Sales Tax; and,

WHEREAS, said individual(s) are qualified to serve, according to the Charter and ordinances of this City, and the Council wishes to affirm the individual appointments; and,

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) to the Street Improvement Oversight Committee of the City of Independence, Missouri, to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Wesley Epperson	3600 S. Poplar Ave.	10/1/2028
Pam Wishon	719 W. Westwood Dr.	10/1/2027
Marcie Gragg	422 W. Farmer St.	10/1/2028
Libet Ojeda	10921 E. 8 th Street S.	10/1/2027

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING WESLEY EPPERSON, PAM WISHON, MARCIE GRAGG, AND LIBET OJEDA TO THE STREET IMPROVEMENT OVERSIGHT COMMITTEE

WHEREAS, the City Council of the City of Independence, pursuant to Resolution No. 4530, passed on the 20th day of July, 1998, created the Street Improvement Oversight Committee within and for the City of Independence, Missouri; and,

WHEREAS, by passage of Resolution 4538, on September 8, 1998, the City Council named the first seven members of the Street Improvement Oversight Committee; and,

WHEREAS, due to the expiration of terms, vacancies have been created; and

WHEREAS, the City Council deems it advisable to reappoint these individual(s) to said Street Improvement Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in promoting public education regarding street projects, and appropriate expenditure of the City's Capital Improvement Sales Tax; and,

WHEREAS, said individual(s) are qualified to serve, according to the Charter and ordinances of this City, and the Council wishes to affirm the individual appointments; and,

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) to the Street Improvement Oversight Committee of the City of Independence, Missouri, to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Wesley Epperson	3600 S. Poplar Ave.	10/1/2028
Pam Wishon	719 W. Westwood Dr.	10/1/2027
Marcie Gragg	422 W. Farmer St.	10/1/2028
Libet Ojeda	10921 E. 8 th Street S.	10/1/2027

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

BILL NO. 25.805
RESOLUTION NO. 7183

A RESOLUTION REAPPOINTING WESLEY EPPERSON, PAM WISHON, MARCIE GRAGG, AND LIBET OJEDA TO THE STREET IMPROVEMENT OVERSIGHT COMMITTEE

WHEREAS, the City Council of the City of Independence, pursuant to Resolution No. 4530, passed on the 20th day of July, 1998, created the Street Improvement Oversight Committee within and for the City of Independence, Missouri; and,

WHEREAS, by passage of Resolution 4538, on September 8, 1998, the City Council named the first seven members of the Street Improvement Oversight Committee; and,

WHEREAS, due to the expiration of terms, vacancies have been created; and

WHEREAS, the City Council deems it advisable to reappoint these individual(s) to said Street Improvement Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in promoting public education regarding street projects, and appropriate expenditure of the City's Capital Improvement Sales Tax; and,

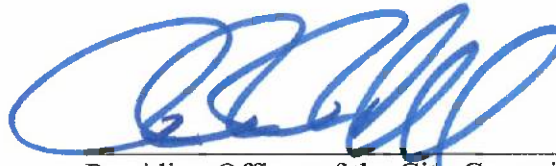
WHEREAS, said individual(s) are qualified to serve, according to the Charter and ordinances of this City, and the Council wishes to affirm the individual appointments; and,

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) to the Street Improvement Oversight Committee of the City of Independence, Missouri, to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Wesley Epperson	3600 S. Poplar Ave.	10/1/2028
Pam Wishon	719 W. Westwood Dr.	10/1/2027
Marcie Gragg	422 W. Farmer St.	10/1/2028
Libet Ojeda	10921 E. 8 th Street S.	10/1/2027

PASSED THIS 17th DAY OF NOVEMBER 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

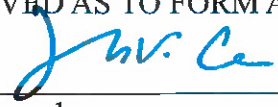


Presiding Officer of the City Council
of the City of Independence, Missouri

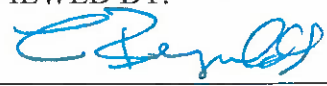
ATTEST:


City Clerk

APPROVED AS TO FORM AND LEGALITY:


City Counselor

REVIEWED BY:


Interim City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-806 A resolution reappointing Anthony Sommer to the Sustainability Commission **Approved Res. No. 7184**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. A Sommer Reappt Res
2. A Sommer Reappt Res
3. Res. No. 7184

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING ANTHONY SOMMER 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 the expiration of a term, one vacancy has been created; and,

WHEREAS, the City Council deems it necessary and advisable to reappoint Anthony Sommer 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 reappoints 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:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Anthony Sommer	220 W. Mill Street	10/01/028

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING ANTHONY SOMMER 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 the expiration of a term, one vacancy has been created; and,

WHEREAS, the City Council deems it necessary and advisable to reappoint Anthony Sommer 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 reappoints 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:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Anthony Sommer	220 W. Mill Street	10/01/028

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

BILL NO. 25. B06
RESOLUTION NO. 7184

A RESOLUTION REAPPOINTING ANTHONY SOMMER 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 the expiration of a term, one vacancy has been created; and,

WHEREAS, the City Council deems it necessary and advisable to reappoint Anthony Sommer as a member of the Sustainability Commission of the City of Independence, Missouri, and;

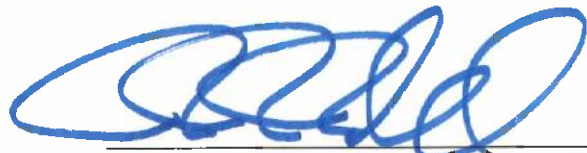
WHEREAS, said individual is duly qualified to so serve, according to the Charter and ordinances of this City;

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 reappoints 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:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Anthony Sommer	220 W. Mill Street	10/01/028

PASSED THIS 17th 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:

Susanne Howard
City Clerk

APPROVED AS TO FORM AND LEGALITY:

J. M. C.
City Counselor

REVIEWED BY:

C. Reynolds
Interim City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-807 A resolution reappointing Ron Bruch to the Tax Increment Finance Committee **Approved Res. No. 7185**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Bruch Reapp Res 2025
2. Bruch Reapp Res 2025
3. Res. No. 7185

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING RON BRUCH TO THE TAX INCREMENT
FINANCING COMMISSION FOR THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 8668, passed on the 18th day of April, 1985, create the Independence Tax Increment Financing Commission within and for the City of Independence, Missouri; and,

WHEREAS, the Tax Increment Financing Commission was revised to bring it into compliance with the 1991 amendments to Section 99.800 - 99.865 RSMo by the passage of Ordinance No. 12226 and to bring it into compliance with the 1997 amendments by Ordinance No. 13802 and by Ordinance No. 13838; and,

WHEREAS, a term has expired, creating a vacancy; and

WHEREAS, the City Council deems it advisable to reappoint Ron Bruch to said commission because of their qualities of leadership, temperance, judgment, and interest in the area of working toward the orderly growth of Independence by application of the provisions within the Real Property Tax Increment Allocation Redevelopment Act of the State of Missouri; and,

WHEREAS, said individuals are duly qualified to so serve, according to the Charter and ordinances of this City, and the Council wishes to affirm the individual appointment made by Councilmember Brice Stewart;

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

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

Name	Address	Term Expiration
Ron Bruch	3024 S. Viking Ct.	11/16/2028

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING RON BRUCH TO THE TAX INCREMENT
FINANCING COMMISSION FOR THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 8668, passed on the 18th day of April, 1985, create the Independence Tax Increment Financing Commission within and for the City of Independence, Missouri; and,

WHEREAS, the Tax Increment Financing Commission was revised to bring it into compliance with the 1991 amendments to Section 99.800 - 99.865 RSMo by the passage of Ordinance No. 12226 and to bring it into compliance with the 1997 amendments by Ordinance No. 13802 and by Ordinance No. 13838; and,

WHEREAS, a term has expired, creating a vacancy; and

WHEREAS, the City Council deems it advisable to reappoint Ron Bruch to said commission because of their qualities of leadership, temperance, judgment, and interest in the area of working toward the orderly growth of Independence by application of the provisions within the Real Property Tax Increment Allocation Redevelopment Act of the State of Missouri; and,

WHEREAS, said individuals are duly qualified to so serve, according to the Charter and ordinances of this City, and the Council wishes to affirm the individual appointment made by Councilmember Brice Stewart;

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

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

Name	Address	Term Expiration
Ron Bruch	3024 S. Viking Ct.	11/16/2028

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

BILL NO. 25-807

RESOLUTION NO. 7185

A RESOLUTION REAPPOINTING RON BRUCH TO THE TAX INCREMENT FINANCING COMMISSION FOR THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 8668, passed on the 18th day of April, 1985, create the Independence Tax Increment Financing Commission within and for the City of Independence, Missouri; and,

WHEREAS, the Tax Increment Financing Commission was revised to bring it into compliance with the 1991 amendments to Section 99.800 - 99.865 RSMo by the passage of Ordinance No. 12226 and to bring it into compliance with the 1997 amendments by Ordinance No. 13802 and by Ordinance No. 13838; and,

WHEREAS, a term has expired, creating a vacancy; and

WHEREAS, the City Council deems it advisable to reappoint Ron Bruch to said commission because of their qualities of leadership, temperance, judgment, and interest in the area of working toward the orderly growth of Independence by application of the provisions within the Real Property Tax Increment Allocation Redevelopment Act of the State of Missouri; and,

WHEREAS, said individuals are duly qualified to so serve, according to the Charter and ordinances of this City, and the Council wishes to affirm the individual appointment made by Councilmember Brice Stewart;

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

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

Name	Address	Term Expiration
Ron Bruch	3024 S. Viking Ct.	11/16/2028

PASSED THIS 17th DAY OF NOVEMBER, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

Rosanne Holloman
City Clerk



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



APPROVED AS TO FORM AND LEGALITY:



City Counselor

REVIEWED BY:



Interim City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-808 A resolution reappointing Robie Mathews to the Truman Memorial Scholarship Committee **Approved Res. No. 7186**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. R Mathews Reappt Truman Memorial Scholarship
2. R Mathews Reappt Truman Memorial Scholarship
3. Res. No. 7186

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING ROBIE MATHEWS TO THE TRUMAN MEMORIAL
SCHOLARSHIP FUND CANDIDATE SELECTION COMMITTEE OF THE CITY OF
INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 8936, passed on the 7th day of October, 1995, create the authority for the Truman Memorial Scholarship Fund Candidate Selection Committee of the City of Independence, Missouri; and,

WHEREAS, the expiration of a term has created a vacancy; and,

WHEREAS, the City Council now deems it advisable to reappoint Robie Mathews because of their qualities of leadership, temperance and judgment to fill said vacancies; and,

WHEREAS, said individual(s) are 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 reappoints the following individual(s) as members of the Truman Memorial Scholarship Fund Candidate Selection Committee, to serve without compensation for said term or until their successors are duly qualified and appointed.

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Robie Mathews	815 N. Park Ave.	8/21/2028

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING ROBIE MATHEWS TO THE TRUMAN MEMORIAL
SCHOLARSHIP FUND CANDIDATE SELECTION COMMITTEE OF THE CITY OF
INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 8936, passed on the 7th day of October, 1995, create the authority for the Truman Memorial Scholarship Fund Candidate Selection Committee of the City of Independence, Missouri; and,

WHEREAS, the expiration of a term has created a vacancy; and,

WHEREAS, the City Council now deems it advisable to reappoint Robie Mathews because of their qualities of leadership, temperance and judgment to fill said vacancies; and,

WHEREAS, said individual(s) are 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 reappoints the following individual(s) as members of the Truman Memorial Scholarship Fund Candidate Selection Committee, to serve without compensation for said term or until their successors are duly qualified and appointed.

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Robie Mathews	815 N. Park Ave.	8/21/2028

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

BILL NO. 25-808
RESOLUTION NO. 7186

A RESOLUTION REAPPOINTING ROBIE MATHEWS TO THE TRUMAN MEMORIAL
SCHOLARSHIP FUND CANDIDATE SELECTION COMMITTEE OF THE CITY OF
INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 8936, passed on the 7th day of October, 1995, create the authority for the Truman Memorial Scholarship Fund Candidate Selection Committee of the City of Independence, Missouri; and,

WHEREAS, the expiration of a term has created a vacancy; and,

WHEREAS, the City Council now deems it advisable to reappoint Robie Mathews because of their qualities of leadership, temperance and judgment to fill said vacancies; and,

WHEREAS, said individual(s) are 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 reappoints the following individual(s) as members of the Truman Memorial Scholarship Fund Candidate Selection Committee, to serve without compensation for said term or until their successors are duly qualified and appointed.

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Robie Mathews	815 N. Park Ave.	8/21/2028

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-809 A resolution appointing Ron Clemons to the Independence Harry S. Truman Award Commission **Approved Res. No. 7187**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Clemons Res HST Award Comm
2. Res. No. 7187

Harry S. Truman Award Comm.
Appt. Clemons
11/17/25 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING RON CLEMONS AS A MEMBER OF THE
INDEPENDENCE HARRY S. TRUMAN AWARD COMMISSION

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 3667, passed on December 30, 1974, create the Independence Harry S. Truman Award Commission within and for the City of Independence, Missouri; and,

WHEREAS, the City Council did, pursuant to Ordinance No. 18339, passed on August 4, 2014, expand the number of members on the Commission to seven; and

WHEREAS, one expiration of term has created a vacancy; and

WHEREAS, the City Council deems it necessary and advisable to appoint Ron Clemons to said commission because of their qualities of leadership, temperance, judgment, and interest in the area of annually honoring an individual who possesses the qualities of dedication, industry, ability, honesty, and integrity that distinguished Harry S. Truman in his years of public service by naming the individual and arranging for the presentation on behalf of the City of Independence, Missouri, and;

WHEREAS, said individual(s) are 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 individual(s) to the Independence Harry S. Truman Award Commission of the City of Independence, Missouri, each to serve without compensation for the indicated term or until succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Term Expires</u>
Ron Clemons	11/1/2029

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

Harry S. Truman Award Comm.
Appt. Clemons
11/17/25 SH

BILL NO. 25-809
RESOLUTION NO. 7187

A RESOLUTION APPOINTING RON CLEMONS AS A MEMBER OF THE
INDEPENDENCE HARRY S. TRUMAN AWARD COMMISSION

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 3667, passed on December 30, 1974, create the Independence Harry S. Truman Award Commission within and for the City of Independence, Missouri; and,

WHEREAS, the City Council did, pursuant to Ordinance No. 18339, passed on August 4, 2014, expand the number of members on the Commission to seven; and

WHEREAS, one expiration of term has created a vacancy; and

WHEREAS, the City Council deems it necessary and advisable to appoint Ron Clemons to said commission because of their qualities of leadership, temperance, judgment, and interest in the area of annually honoring an individual who possesses the qualities of dedication, industry, ability, honesty, and integrity that distinguished Harry S. Truman in his years of public service by naming the individual and arranging for the presentation on behalf of the City of Independence, Missouri, and;

WHEREAS, said individual(s) are 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 individual(s) to the Independence Harry S. Truman Award Commission of the City of Independence, Missouri, each to serve without compensation for the indicated term or until succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Term Expires</u>
Ron Clemons	11/1/2029

PASSED THIS 17th 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:

Sharonne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

J. W. C.
City Counselor

REVIEWED BY:

C. Reynolds
Interim City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the Taxable Industrial Development Revenue Bonds for the Power Generation Project. ***Full Public Hearing.***

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

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

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

None

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-107 **1R** An Ordinance Approving a Plan for Industrial Development for a Power Generation Project located at 21500 East Truman Road, Independence, Missouri. **1R Read**

Recommendations:

Staff recommends approval.

Background:

Independence Power Partners, LP, a Delaware limited partnership, seeks a Chapter 100 Plan for a project consisting of acquiring, constructing, improving, purchasing, equipping and installing a power generation facility in two phases on approximately 91 acres of land owned by the City that was the site of the City's retired Blue Valley Power Station located at 21500 East Truman Road, Independence MO 64056 (the "Project"). The total cost of the Project is estimated to be \$2,000,000,000, which includes the costs of real property improvements, equipment and bond issuance costs, but excludes financing and certain other carrying costs. Approximately \$12,000,000 of such amount is allocated to equipment that will remain personal property.

The purpose of the Chapter 100 Plan is to authorize tax abatement for the Project. Under the Chapter 100 Plan, each component of the Project will receive abatement during construction and then 20 years of abatement from its completion or installation, as applicable. Additionally, the Chapter 100 Plan provides sales and use tax exemption on construction materials incorporated into the construction of the Project. No payments in lieu of tax are required under this Chapter 100 Plan, resulting in 100% tax abatement.

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

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

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance
2. Plan for an Industrial Development Project

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PLAN FOR INDUSTRIAL DEVELOPMENT FOR A POWER GENERATION PROJECT LOCATED AT 21500 EAST TRUMAN ROAD, INDEPENDENCE, MISSOURI.

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

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend, improve and equip certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared a plan for industrial development (the “Plan”), with respect to a project consisting of acquiring, constructing, improving, purchasing, equipping and installing a power generation facility in two phases on approximately 91 acres of land owned by the City that was the site of the City’s retired Blue Valley Power Station located at 21500 East Truman Road, Independence MO 64056 (the “Project”), notice of the Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the City now desires to approve the Plan;

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

Section 1. Promotion of Economic Development; Commercial Purpose. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City. The Council hereby finds that the operation of the Project for the generation and sale of electricity is a commercial purpose.

Section 2. Approval of Plan. The Council hereby approves the Plan for an Industrial Development Project attached hereto as *Exhibit A* in accordance with Section 100.050 of the Act.

Section 3. Further Authority. The Mayor, (Interim) City Manager and other officials, agents and employees of the City as required are hereby authorized and directed to take such further 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 4. Effective Date. 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:

Interim City Manager

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

NOTICE TO TAXING JURISDICTIONS

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR A POWER GENERATION PROJECT

On behalf of the City of Independence, Missouri (the “City”), please find enclosed a copy of a proposed plan for an industrial development project and cost benefit analysis (the “Plan”).

The City Council will consider an ordinance to approve the Plan during the City Council’s meeting on November 17, 2025, at 6:00 p.m. in the Council Chambers at City Hall, 111 E. Maple in Independence, Missouri.

The City invites you to submit written comments to the Council on the proposed Plan. All comments will be fairly and duly considered by the City. Comments will also be taken during a public hearing at the City Council meeting referred to above.

A copy of the Plan will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Dated: October 27, 2025

Independence City Hall
111 E Maple Ave
Independence, MO 64050

Taxing Jurisdictions -- Distribution List

Independence School District Superintendent 201 N. Forest Ave Independence, MO 64050	Junior College District of Metropolitan Kansas City, Missouri (Metropolitan Community College) Chancellor 3200 Broadway Kansas City, MO 64111
Jackson County Board of Disabled Services 8511 Hillcrest Rd., Suite 300 Kansas City, MO 64138	Mid-Continent Public Library Director 15616 E. Highway 24 Independence, MO 64050-2057
Jackson County County Executive 415 E. 12th Street, 2nd Floor Kansas City, MO 64106	Jackson County Community Mental Health Executive Director 1627 Main Street, Suite 500 Kansas City, MO 64108
Jackson County Assessment Department Truman Courthouse 112 W. Lexington 1st Floor Independence, MO 64050	City of Independence City Clerk 111 E Maple Ave Independence, MO 64050
Jackson County Community Children's Services Fund Executive Director 3100 Broadway Blvd., Suite 227 Kansas City, MO 64111	Jackson County Collections Department Truman Courthouse 112 W. Lexington 1st Floor Independence, MO 64050
Missouri Department of Revenue County Tax Section Merchants/Manufacturers Replacement Tax Fund 301 West High Street Jefferson City, MO 65102-0453	Missouri Department of Revenue County Tax Section State Blind Pension Fund 301 West High Street Jefferson City, MO 65102-0453
Kansas City Zoological District Chair of the Board of Directors 6800 Zoo Drive Kansas City, MO 64132	

BEFORE THE

CITY COUNCIL

OF THE

CITY OF INDEPENDENCE, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

FOR A

POWER GENERATION PROJECT

Sent to taxing jurisdictions: October 27, 2025

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR A POWER GENERATION PROJECT

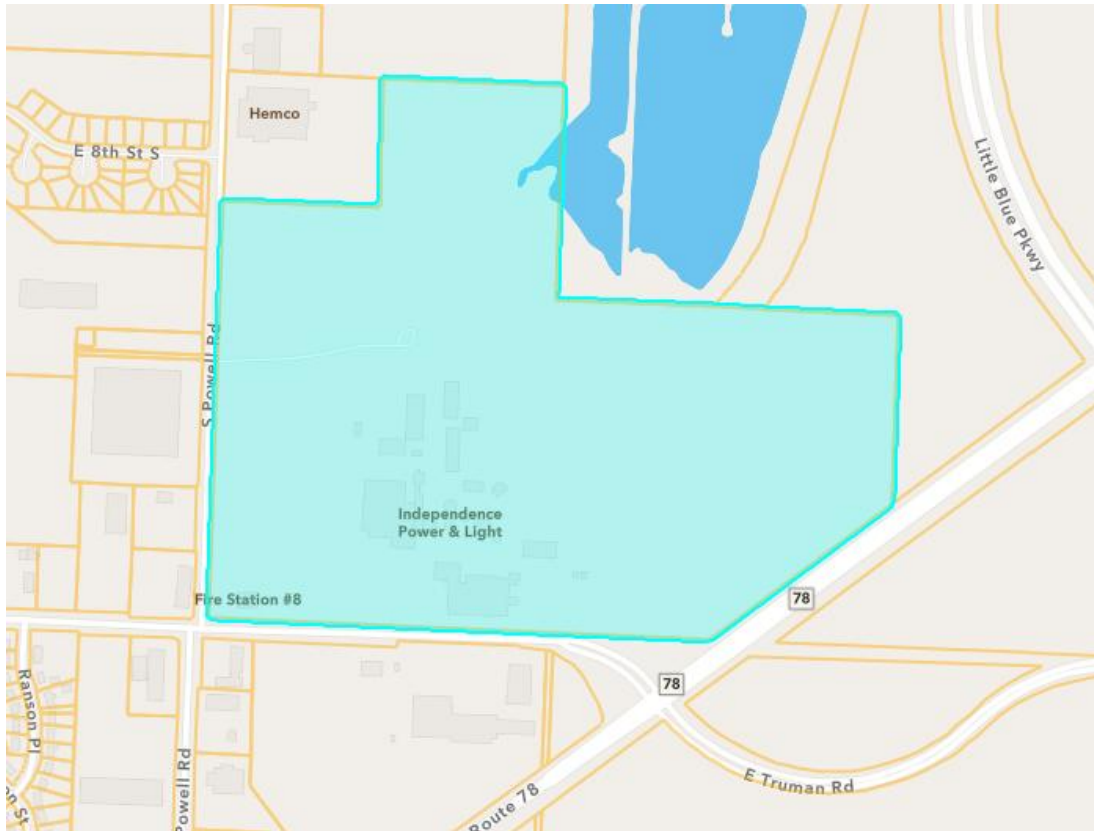
TO: CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI

The project described herein will be undertaken pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the “Act”). The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension, improvement and equipping of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities. The operation of a electrical power generation facility for a profit is a commercial undertaking.

Independence Power Partners, LP, a Delaware limited partnership (together with its assignees or designees for purposes of implementation of this Plan, the “Company”) has proposed this Plan for an industrial development project as described herein to the City of Independence, Missouri (the “City”), for approval, to be carried out pursuant to the Act and in support of said application submits the following:

1. **Description of the Project.** The Company will lease approximately 91 acres of land from the City that was the site of the City’s retired Blue Valley Power Station (the “Land”). The Project consists of two phases. Phase 1 includes a natural-gas-fueled power generation station anticipated to generate approximately 225 megawatts, consisting of 15 turbines, associated generators, and ancillary equipment to provide gas supply, emissions control equipment, and other services necessary to operate and maintain the facility. Phase 2 will be an approximately 800 megawatt generating facility consisting of a state-of-the-art natural gas turbine, a heat recovery steam generator, a steam turbine, two generators and ancillary equipment necessary to deliver fuel to the turbine. Operations buildings will be constructed on the Land and equipment will be placed on the Land in connection with each phase consisting of emissions control equipment, water treatment and wastewater management equipment along with other ancillary equipment necessary to operate and maintain the power generation units. The Project will be located at 21500 East Truman Road, Independence MO 64056. The location of the Land is depicted in the map on the following page:

[remainder of page intentionally left blank]



2. **Estimate of the Cost of the Project.** The total cost of the Project is estimated to be \$2,000,000,000, which includes the costs of real property improvements, equipment and bond issuance costs, but excludes financing and certain other carrying costs. Approximately \$12,000,000 of such amount is allocated to equipment that will remain personal property.
3. **Source of Funds to be Expended for the Project.** The source of funds to be expended for the Project will be the proceeds of \$2,000,000,000 estimated aggregate principal amount of taxable industrial revenue bonds (the “Bonds”) to be issued by the City for the Project and to pay costs of issuance of the Bonds.
4. **Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the City.** The Project will be leased (with an option to purchase) to the Company or an affiliate or designee thereof (a “Lessee”) during the abatement period. The lease payments under the lease will be equal to the principal and interest on the Bonds plus certain carrying costs. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project and the Bonds will not be an indebtedness or general obligation, debt or liability of the City.
5. **General Information Concerning the Company.** The Company is a Delaware limited partnership. The Project is anticipated to be operated for the purpose of generating electricity for distribution within the City.

6. **Bond Purchase Arrangements.** It is expected that the Company will purchase the Bonds in the principal amount of \$2,000,000,000.
7. **Affected Taxing Jurisdictions.** The Independence School District, Jackson County, Missouri, the Junior College District of Metropolitan Kansas City, Missouri, and the City will be affected by the Project. No ambulance district board operating under chapter 190 or fire protection district board operating under chapter 321 is affected by the Project. Other taxing jurisdictions affected by the Project are set out in the Cost Benefit Analysis attached hereto.
8. **Equalized Assessed Valuation.** The most recent taxable equalized assessed valuation of the Land is \$-0- (2025), due to ownership by the City. The estimated total equalized assessed valuation after completion of the Project for real property to be included in the Project is \$438,715,258 and for personal property to be included in the Project is \$3,756,958.
9. **Cost Benefit Analysis.** Attached hereto as **Exhibit A** is the Cost Benefit Analysis on each affected taxing jurisdiction. The 2024 tax levy rates were utilized for all jurisdictions as 2025 rates were not yet available from Jackson County at the time of drafting of this plan.

This Plan assumes that the Project would be locally assessed. If the Project were state-assessed (whether due to sale to a state-assessed utility or otherwise), the estimates shown in **Exhibit A** would be impacted because, under current law, in the absence of using a program such as the one provided for by the Act, local property taxes generated by state-assessed utilities are distributed across the utility's service area and are not retained locally. This would reduce the amounts shown as generated without abatement for each affected taxing jurisdiction in **Exhibit A**.

10. **Payments in Lieu of Taxes.** No payments in lieu of tax will be required during the abatement period, resulting in 100% tax abatement for the Project.
11. **Sales and Use Tax Exemption on Construction Materials.** Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that the total amount of qualified building materials purchased will be \$1,055,000,000 and that the situs of sale for tax purposes will be the site to which the materials are delivered. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as follows:

	Tax Rate	Estimated Sales/Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	\$44,573,750
Jackson County		
General	0.500	5,275,000
Drug Task Force	0.250	2,637,500
Sports Complex	0.375	3,956,250
Zoo District	0.125	1,318,750
City of Independence		
General Revenue	1.000	10,550,000
Capital Improvement - Police	0.125	1,318,750
Proposition PD – Police	0.250	2,637,500
Fire Protection	0.500	5,275,000
Streets	0.500	5,275,000
Parks	0.250	2,637,500
Storm water	0.250	2,637,500
Children’s Services	0.250	2,637,500
Total	8.60%	\$90,730,000

* * *

EXHIBIT A

COST BENEFIT ANALYSIS

The Cost Benefit Analysis shows the estimated effect of the Project on taxing jurisdictions. The calendar years shown in the attached Cost Benefit Analysis are for demonstrative purposes only and Project implementation may change the calendar years affected. Each component of the Project will receive abatement during construction and then 20 years of abatement from its completion or installation, as applicable.

City of Independence, Missouri
(Power Generation Project)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT



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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a “municipal advisor” as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- ♦ Assessed value of existing land \$ -

- ♦ Assessed Value of Project Improvements

Phase 1	2026	\$ 53,368,000
Phase 2	2027	166,491,889
	2028	274,521,894
	2029	384,279,898
	2030	431,936,189

- ♦ Annual investments of personal property

Phase 1	2027	\$ 2,000,000
Phase 2	2029	10,000,000

- ♦ Biennial growth rate of appraised value of real property 2.0%

- ♦ Assessed value as a percentage of appraised value (real) 32.0%

- ♦ Assessed value as a percentage of appraised value (personal) 33.33%

- ♦ Terms of abatement:

Real and Personal property	100%
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- ♦ Personal Property is depreciated using the following 20 year recovery period schedule:

Year	Recovery Period in Years					
	3	5	7	10	15	20
0	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
1	75.00%	85.00%	89.29%	92.50%	95.00%	96.25%
2	37.50%	59.50%	70.16%	78.62%	85.50%	89.03%
3	12.50%	41.65%	55.13%	66.83%	76.95%	82.35%
4	5.00%	24.99%	42.88%	56.81%	69.25%	76.18%
5	5.00%	10.00%	30.63%	48.07%	62.32%	70.46%
6	5.00%	10.00%	18.38%	39.33%	56.09%	65.18%
7	5.00%	10.00%	10.00%	30.59%	50.19%	60.29%
8	5.00%	10.00%	10.00%	21.85%	44.29%	55.77%
9	5.00%	10.00%	10.00%	15.00%	38.38%	51.31%
10	5.00%	10.00%	10.00%	15.00%	32.48%	46.85%
11	5.00%	10.00%	10.00%	15.00%	26.57%	42.38%
12	5.00%	10.00%	10.00%	15.00%	20.67%	37.92%
13	5.00%	10.00%	10.00%	15.00%	15.00%	33.46%
14	5.00%	10.00%	10.00%	15.00%	15.00%	29.00%
15	5.00%	10.00%	10.00%	15.00%	15.00%	24.54%
16	5.00%	10.00%	10.00%	15.00%	15.00%	20.08%
17 and on	5.00%	10.00%	10.00%	15.00%	15.00%	20.00%

Summary of Cost Benefit Analysis

Taxing Jurisdiction	Tax Rate	Taxes on Existing Land	Projected Taxes on Real Property Improvements and Personal Property	Projected PILOTS on Real Property Improvements and Personal Property	Projected Tax Abatement on Real Property Improvements and Personal Property
Board of Disabled Services	0.0732	\$ -	\$ 8,034,007	\$ -	\$ 8,034,007
City - Independence	0.4892	-	53,691,750	-	53,691,750
Independence School District	5.2371	-	574,793,671	-	574,793,671
Jackson County	0.5056	-	55,491,719	-	55,491,719
Mental Health	0.0974	-	10,690,058	-	10,690,058
Metro Junior College	0.1806	-	19,821,607	-	19,821,607
Mid-Continent Library	0.3152	-	34,594,521	-	34,594,521
State Blind Pension	0.0300	-	3,292,626	-	3,292,626
Surtax	1.4370	-	157,164,415	-	157,164,415
	8.3653	\$ -	\$ 917,574,373	\$ -	\$ 917,574,373

Taxes on Existing Land

Estimated Assessed Value of Existing Land		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Tax Rate per																		
Taxing Jurisdiction	\$100	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037					
Board of Disabled Services	0.0732	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
City - Independence	0.4892		-	-	-	-	-	-	-	-	-	-	-	-					
Independence School District	5.2371		-	-	-	-	-	-	-	-	-	-	-	-					
Jackson County	0.5056		-	-	-	-	-	-	-	-	-	-	-	-					
Mental Health	0.0974		-	-	-	-	-	-	-	-	-	-	-	-					
Metro Junior College	0.1806		-	-	-	-	-	-	-	-	-	-	-	-					
Mid-Continent Library	0.3152		-	-	-	-	-	-	-	-	-	-	-	-					
State Blind Pension	0.0300		-	-	-	-	-	-	-	-	-	-	-	-					
Surtax	1.4370		-	-	-	-	-	-	-	-	-	-	-	-					
	8.3653	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Estimated Assessed Value of Existing Land		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Tax Rate per																					
Taxing Jurisdiction	\$100	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	Total							
Board of Disabled Services	0.0732	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
City - Independence	0.4892		-		-		-		-		-		-		-		-		-		-
Independence School District	5.2371		-		-		-		-		-		-		-		-		-		-
Jackson County	0.5056		-		-		-		-		-		-		-		-		-		-
Mental Health	0.0974		-		-		-		-		-		-		-		-		-		-
Metro Junior College	0.1806		-		-		-		-		-		-		-		-		-		-
Mid-Continent Library	0.3152		-		-		-		-		-		-		-		-		-		-
State Blind Pension	0.0300		-		-		-		-		-		-		-		-		-		-
Surtax	1.4370		-		-		-		-		-		-		-		-		-		-
	8.3653	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Projected Taxes on Real Property Improvements

Estimated Assessed Value of Real Property		\$	-	\$	-	\$	53,368,000	\$	219,859,889	\$	328,957,254	\$	438,715,258	\$	487,460,256	\$	487,460,256	\$	497,209,461
Tax Rate per																			
Taxing Jurisdiction	\$100	2025		2026		2027		2028		2029		2030		2031		2032		2033	
Board of Disabled Services	0.0732	\$	-	\$	-	\$	39,065	\$	160,937	\$	240,797	\$	321,140	\$	356,821	\$	356,821	\$	363,957
City - Independence	0.4892		-		-		261,076		1,075,555		1,609,259		2,146,195		2,384,656		2,384,656		2,432,349
Independence School District	5.2371		-		-		2,794,936		11,514,282		17,227,820		22,975,957		25,528,781		25,528,781		26,039,357
Jackson County	0.5056		-		-		269,829		1,111,612		1,663,208		2,218,144		2,464,599		2,464,599		2,513,891
Mental Health	0.0974		-		-		51,980		214,144		320,404		427,309		474,786		474,786		484,282
Metro Junior College	0.1806		-		-		96,383		397,067		594,097		792,320		880,353		880,353		897,960
Mid-Continent Library	0.3152		-		-		168,216		692,998		1,036,873		1,382,830		1,536,475		1,536,475		1,567,204
State Blind Pension	0.0300		-		-		16,010		65,958		98,687		131,615		146,238		146,238		149,163
Surtax	1.4370		-		-		766,898		3,159,387		4,727,116		6,304,338		7,004,804		7,004,804		7,144,900
	8.3653	\$	-	\$	-	\$	4,464,393	\$	18,391,939	\$	27,518,261	\$	36,699,848	\$	40,777,513	\$	40,777,513	\$	41,593,063

Estimated Assessed Value of Real Property		\$ 497,209,461	\$ 507,153,650	\$ 507,153,650	\$ 517,296,723	\$ 517,296,723	\$ 527,642,658	\$ 527,642,658	\$ 538,195,511	\$ 538,195,511
Tax Rate per										
Taxing Jurisdiction	\$100	2034	2035	2036	2037	2038	2039	2040	2041	2042
Board of Disabled Services	0.0732	\$ 363,957	\$ 371,236	\$ 371,236	\$ 378,661	\$ 378,661	\$ 386,234	\$ 386,234	\$ 393,959	\$ 393,959
City - Independence	0.4892	2,432,349	2,480,996	2,480,996	2,530,616	2,530,616	2,581,228	2,581,228	2,632,852	2,632,852
Independence School District	5.2371	26,039,357	26,560,144	26,560,144	27,091,347	27,091,347	27,633,174	27,633,174	28,185,837	28,185,837
Jackson County	0.5056	2,513,891	2,564,169	2,564,169	2,615,452	2,615,452	2,667,761	2,667,761	2,721,117	2,721,117
Mental Health	0.0974	484,282	493,968	493,968	503,847	503,847	513,924	513,924	524,202	524,202
Metro Junior College	0.1806	897,960	915,919	915,919	934,238	934,238	952,923	952,923	971,981	971,981
Mid-Continent Library	0.3152	1,567,204	1,598,548	1,598,548	1,630,519	1,630,519	1,663,130	1,663,130	1,696,392	1,696,392
State Blind Pension	0.0300	149,163	152,146	152,146	155,189	155,189	158,293	158,293	161,459	161,459
Surtax	1.4370	7,144,900	7,287,798	7,287,798	7,433,554	7,433,554	7,582,225	7,582,225	7,733,869	7,733,869
	8.3653	\$ 41,593,063	\$ 42,424,924	\$ 42,424,924	\$ 43,273,423	\$ 43,273,423	\$ 44,138,891	\$ 44,138,891	\$ 45,021,669	\$ 45,021,669

Estimated Assessed Value of Real Property		\$ 548,959,421	\$ 548,959,421	\$ 559,938,610	\$ 559,938,610	\$ 506,082,087	\$ 506,082,087	\$ 516,203,729		
Tax Rate per										
Taxing Jurisdiction	\$100	2043	2044	2045	2046	2047	2048	2049	Total	
Board of Disabled Services	0.0732	\$ 401,838	\$ 401,838	\$ 409,875	\$ 409,875	\$ 370,452	\$ 370,452	\$ 377,861	\$ 8,005,870	
City - Independence	0.4892	2,685,509	2,685,509	2,739,220	2,739,220	2,475,754	2,475,754	2,525,269	53,503,710	
Independence School District	5.2371	28,749,554	28,749,554	29,324,545	29,324,545	26,504,025	26,504,025	27,034,106	572,780,626	
Jackson County	0.5056	2,775,539	2,775,539	2,831,050	2,831,050	2,558,751	2,558,751	2,609,926	55,297,375	
Mental Health	0.0974	534,686	534,686	545,380	545,380	492,924	492,924	502,782	10,652,619	
Metro Junior College	0.1806	991,421	991,421	1,011,249	1,011,249	913,984	913,984	932,264	19,752,187	
Mid-Continent Library	0.3152	1,730,320	1,730,320	1,764,927	1,764,927	1,595,171	1,595,171	1,627,074	34,473,364	
State Blind Pension	0.0300	164,688	164,688	167,982	167,982	151,825	151,825	154,861	3,281,094	
Surtax	1.4370	7,888,547	7,888,547	8,046,318	8,046,318	7,272,400	7,272,400	7,417,848	157,164,415	
	8.3653	\$ 45,922,102	\$ 45,922,102	\$ 46,840,545	\$ 46,840,545	\$ 42,335,285	\$ 42,335,285	\$ 43,181,991	\$ 914,911,262	

Projected Taxes on Real Property Improvements

Real Property Assessed Value								
2025	2026	2027	2028	2029	2030	2031	2032	2033
-	-	53,368,000	53,368,000	54,435,360	54,435,360	55,524,067	55,524,067	56,634,549
-	-	-	166,491,889	274,521,894	384,279,898	431,936,189	431,936,189	440,574,912
-	-	53,368,000	219,859,889	328,957,254	438,715,258	487,460,256	487,460,256	497,209,461
2034	2035	2036	2037	2038	2039	2040	2041	2042
56,634,549	57,767,240	57,767,240	58,922,584	58,922,584	60,101,036	60,101,036	61,303,057	61,303,057
440,574,912	449,386,411	449,386,411	458,374,139	458,374,139	467,541,622	467,541,622	476,892,454	476,892,454
497,209,461	507,153,650	507,153,650	517,296,723	517,296,723	527,642,658	527,642,658	538,195,511	538,195,511
2043	2044	2045	2046	2047	2048	2049		
62,529,118	62,529,118	63,779,700	63,779,700					
486,430,303	486,430,303	496,158,909	496,158,909	506,082,087	506,082,087	516,203,729		
548,959,421	548,959,421	559,938,610	559,938,610	506,082,087	506,082,087	516,203,729		

Projected PILOTS for Real Property Improvements

Estimated Assessed Value of Phase 1 Real Property Improvements	\$	-	\$	-	\$ 53,368,000	\$ 53,368,000	\$ 54,435,360	\$ 54,435,360	\$ 55,524,067	\$ 55,524,067	\$ 56,634,549
PILOT Payment		0.00%		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Estimated Assessed Value of Phase 2 Real Property Improvements	\$	-	\$	-	\$ -	\$ 166,491,889	\$ 274,521,894	\$ 384,279,898	\$ 431,936,189	\$ 431,936,189	\$ 440,574,912
PILOT Payment		0.00%		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

	Tax Rate per																		
Taxing Jurisdiction	\$100	2025	2026	2027	2028	2029	2030	2031	2032	2033									
Board of Disabled Services	0.0732	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
City - Independence	0.4892		-		-		-		-		-		-		-		-		-
Independence School District	5.2371		-		-		-		-		-		-		-		-		-
Jackson County	0.5056		-		-		-		-		-		-		-		-		-
Mental Health	0.0974		-		-		-		-		-		-		-		-		-
Metro Junior College	0.1806		-		-		-		-		-		-		-		-		-
Mid-Continent Library	0.3152		-		-		-		-		-		-		-		-		-
State Blind Pension	0.0300		-		-		-		-		-		-		-		-		-
Surtax	1.4370		-		-		-		-		-		-		-		-		-
	8.3653	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Estimated Assessed Value of Phase 1 Real Property Improvements	\$	56,634,549	\$	57,767,240	\$	57,767,240	\$	58,922,584	\$	58,922,584	\$	60,101,036	\$	60,101,036	\$	61,303,057	\$	61,303,057
PILOT Payment		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
Estimated Assessed Value of Phase 2 Real Property Improvements	\$	440,574,912	\$	449,386,411	\$	449,386,411	\$	458,374,139	\$	458,374,139	\$	467,541,622	\$	467,541,622	\$	476,892,454	\$	476,892,454
PILOT Payment		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%

	Tax Rate per																		
Taxing Jurisdiction	\$100	2034		2035		2036		2037		2038		2039		2040		2041		2042	
Board of Disabled Services	0.0732	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
City - Independence	0.4892		-		-		-		-		-		-		-		-		-
Independence School District	5.2371		-		-		-		-		-		-		-		-		-
Jackson County	0.5056		-		-		-		-		-		-		-		-		-
Mental Health	0.0974		-		-		-		-		-		-		-		-		-
Metro Junior College	0.1806		-		-		-		-		-		-		-		-		-
Mid-Continent Library	0.3152		-		-		-		-		-		-		-		-		-
State Blind Pension	0.0300		-		-		-		-		-		-		-		-		-
Surtax	1.4370		-		-		-		-		-		-		-		-		-
	8.3653	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Projected PILOTS for Real Property Improvements

Estimated Assessed Value of Phase 1 Real Property Improvements	\$ 62,529,118	\$ 62,529,118	\$ 63,779,700	\$ 63,779,700				
PILOT Payment	0.00%	0.00%	0.00%	0.00%				
Estimated Assessed Value of Phase 2 Real Property Improvements	\$ 486,430,303	\$ 486,430,303	\$ 496,158,909	\$ 496,158,909	\$ 506,082,087	\$ 506,082,087	\$ 516,203,729	
PILOT Payment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Taxing Jurisdiction	Tax Rate per \$100	2043	2044	2045	2046	2047	2048	2049	Total
Board of Disabled Services	0.0732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
City - Independence	0.4892	-	-	-	-	-	-	-	-
Independence School District	5.2371	-	-	-	-	-	-	-	-
Jackson County	0.5056	-	-	-	-	-	-	-	-
Mental Health	0.0974	-	-	-	-	-	-	-	-
Metro Junior College	0.1806	-	-	-	-	-	-	-	-
Mid-Continent Library	0.3152	-	-	-	-	-	-	-	-
State Blind Pension	0.0300	-	-	-	-	-	-	-	-
Surtax	1.4370	-	-	-	-	-	-	-	-
	8.3653	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-

Projected Abatement for Real Property Improvements

Estimated Assessed Value of Phase 1 Real Property Improvements	\$	-	\$	-	\$	53,368,000	\$	53,368,000	\$	54,435,360	\$	54,435,360	\$	55,524,067	\$	55,524,067	\$	56,634,549
Abatement Percentage		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%
Estimated Assessed Value of Phase 2 Real Property Improvements	\$	-	\$	-	\$	-	\$	166,491,889	\$	274,521,894	\$	384,279,898	\$	431,936,189	\$	431,936,189	\$	440,574,912
Abatement Percentage		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%

Taxing Jurisdiction	Tax Rate per \$100	2025	2026	2027	2028	2029	2030	2031	2032	2033
Board of Disabled Services	0.0732	\$ -	\$ -	\$ 39,065	\$ 160,937	\$ 240,797	\$ 321,140	\$ 356,821	\$ 356,821	\$ 363,957
City - Independence	0.4892	-	-	261,076	1,075,555	1,609,259	2,146,195	2,384,656	2,384,656	2,432,349
Independence School District	5.2371	-	-	2,794,936	11,514,282	17,227,820	22,975,957	25,528,781	25,528,781	26,039,357
Jackson County	0.5056	-	-	269,829	1,111,612	1,663,208	2,218,144	2,464,599	2,464,599	2,513,891
Mental Health	0.0974	-	-	51,980	214,144	320,404	427,309	474,786	474,786	484,282
Metro Junior College	0.1806	-	-	96,383	397,067	594,097	792,320	880,353	880,353	897,960
Mid-Continent Library	0.3152	-	-	168,216	692,998	1,036,873	1,382,831	1,536,475	1,536,475	1,567,204
State Blind Pension	0.0300	-	-	16,010	65,958	98,687	131,615	146,238	146,238	149,163
Surtax	1.4370	-	-	766,898	3,159,387	4,727,116	6,304,338	7,004,804	7,004,804	7,144,900
	8.3653	\$ -	\$ -	\$ 4,464,393	\$ 18,391,939	\$ 27,518,261	\$ 36,699,848	\$ 40,777,513	\$ 40,777,513	\$ 41,593,063

Estimated Assessed Value of Phase 1 Real Property Improvements	\$	56,634,549	\$	57,767,240	\$	57,767,240	\$	58,922,584	\$	58,922,584	\$	60,101,036	\$	60,101,036	\$	61,303,057	\$	61,303,057
Abatement Percentage		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%
Estimated Assessed Value of Phase 2 Real Property Improvements	\$	440,574,912	\$	449,386,411	\$	449,386,411	\$	458,374,139	\$	458,374,139	\$	467,541,622	\$	467,541,622	\$	476,892,454	\$	476,892,454
Abatement Percentage		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%

Taxing Jurisdiction	Tax Rate per \$100	2034	2035	2036	2037	2038	2039	2040	2041	2042
Board of Disabled Services	0.0732	\$ 363,957	\$ 371,236	\$ 371,236	\$ 378,661	\$ 378,661	\$ 386,234	\$ 386,234	\$ 393,959	\$ 393,959
City - Independence	0.4892	2,432,349	2,480,996	2,480,996	2,530,616	2,530,616	2,581,228	2,581,228	2,632,852	2,632,852
Independence School District	5.2371	26,039,357	26,560,144	26,560,144	27,091,347	27,091,347	27,633,174	27,633,174	28,185,837	28,185,837
Jackson County	0.5056	2,513,891	2,564,169	2,564,169	2,615,452	2,615,452	2,667,761	2,667,761	2,721,117	2,721,117
Mental Health	0.0974	484,282	493,968	493,968	503,847	503,847	513,924	513,924	524,202	524,202
Metro Junior College	0.1806	897,960	915,919	915,919	934,238	934,238	952,923	952,923	971,981	971,981
Mid-Continent Library	0.3152	1,567,204	1,598,548	1,598,548	1,630,519	1,630,519	1,663,130	1,663,130	1,696,392	1,696,392
State Blind Pension	0.0300	149,163	152,146	152,146	155,189	155,189	158,293	158,293	161,459	161,459
Surtax	1.4370	7,144,900	7,287,798	7,287,798	7,433,554	7,433,554	7,582,225	7,582,225	7,733,870	7,733,870
	8.3653	\$ 41,593,063	\$ 42,424,924	\$ 42,424,924	\$ 43,273,423	\$ 43,273,423	\$ 44,138,891	\$ 44,138,891	\$ 45,021,669	\$ 45,021,669

Projected Abatement for Real Property Improvements

Estimated Assessed Value of Phase 1 Real Property Improvements	\$ 62,529,118	\$ 62,529,118	\$ 63,779,700	\$ 63,779,700				
Abatement Percentage	100.00%	100.00%	100.00%	100.00%				
Estimated Assessed Value of Phase 2 Real Property Improvements	\$ 486,430,303	\$ 486,430,303	\$ 496,158,909	\$ 496,158,909	\$ 506,082,087	\$ 506,082,087	\$ 516,203,729	
Abatement Percentage	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	

Taxing Jurisdiction	Tax Rate per \$100	2043	2044	2045	2046	2047	2048	2049	Total
Board of Disabled Services	0.0732	\$ 401,838	\$ 401,838	\$ 409,875	\$ 409,875	\$ 370,452	\$ 370,452	\$ 377,861	\$ 8,005,870
City - Independence	0.4892	2,685,509	2,685,509	2,739,220	2,739,220	2,475,754	2,475,754	2,525,269	53,503,710
Independence School District	5.2371	28,749,554	28,749,554	29,324,545	29,324,545	26,504,025	26,504,025	27,034,106	572,780,626
Jackson County	0.5056	2,775,539	2,775,539	2,831,050	2,831,050	2,558,751	2,558,751	2,609,926	55,297,375
Mental Health	0.0974	534,686	534,686	545,380	545,380	492,924	492,924	502,782	10,652,619
Metro Junior College	0.1806	991,421	991,421	1,011,249	1,011,249	913,984	913,984	932,264	19,752,187
Mid-Continent Library	0.3152	1,730,320	1,730,320	1,764,927	1,764,927	1,595,171	1,595,171	1,627,074	34,473,364
State Blind Pension	0.0300	164,688	164,688	167,982	167,982	151,825	151,825	154,861	3,281,094
Surtax	1.4370	7,888,547	7,888,547	8,046,318	8,046,318	7,272,400	7,272,400	7,417,848	157,164,415
	8.3653	\$ 45,922,102	\$ 45,922,102	\$ 46,840,545	\$ 46,840,545	\$ 42,335,285	\$ 42,335,285	\$ 43,181,991	\$ 914,911,262

Projected Taxes on Personal Property

Estimated Assessed Value of Personal Property		\$ 641,603	\$ 593,474	\$ 3,756,958	\$ 3,475,186	\$ 3,214,412	\$ 2,973,569	\$ 2,750,325	\$ 2,544,212	\$ 2,351,498	\$ 2,171,116	\$ 1,992,667	\$1,814,285
	Tax Rate per												
Taxing Jurisdiction	\$100	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Board of Disabled Services	0.0732	\$ 470	\$ 434	\$ 2,750	\$ 2,544	\$ 2,353	\$ 2,177	\$ 2,013	\$ 1,862	\$ 1,721	\$ 1,589	\$ 1,459	\$ 1,328
City - Independence	0.4892	3,139	2,903	18,379	17,001	15,725	14,547	13,455	12,446	11,504	10,621	9,748	8,875
Independence School District	5.2371	33,601	31,081	196,756	181,999	168,342	155,729	144,037	133,243	123,150	113,704	104,358	95,016
Jackson County	0.5056	3,244	3,001	18,995	17,571	16,252	15,034	13,906	12,864	11,889	10,977	10,075	9,173
Mental Health	0.0974	625	578	3,659	3,385	3,131	2,896	2,679	2,478	2,290	2,115	1,941	1,767
Metro Junior College	0.1806	1,159	1,072	6,785	6,276	5,805	5,370	4,967	4,595	4,247	3,921	3,599	3,277
Mid-Continent Library	0.3152	2,022	1,871	11,842	10,954	10,132	9,373	8,669	8,019	7,412	6,843	6,281	5,719
State Blind Pension	0.0300	192	178	1,127	1,043	964	892	825	763	705	651	598	544
	6.9283	\$ 44,452	\$ 41,118	\$ 260,293	\$ 240,771	\$ 222,704	\$ 206,018	\$ 190,551	\$ 176,271	\$ 162,919	\$ 150,421	\$ 138,058	\$ 125,699

Estimated Assessed Value of Personal Property		\$ 1,635,570	\$ 1,457,188	\$ 1,278,805	\$ 1,100,423	\$ 951,238	\$ 802,586	\$ 799,920	\$ 799,920	\$ 666,600	\$ 666,600	
	Tax Rate per											
Taxing Jurisdiction	\$100	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	Total
Board of Disabled Services	0.0732	\$ 1,197	\$ 1,067	\$ 936	\$ 806	\$ 696	\$ 587	\$ 586	\$ 586	\$ 488	\$ 488	\$ 28,137
City - Independence	0.4892	8,001	7,129	6,256	5,383	4,653	3,926	3,913	3,913	3,261	3,261	188,039
Independence School District	5.2371	85,656	76,314	66,972	57,630	49,817	42,032	41,893	41,893	34,911	34,911	2,013,045
Jackson County	0.5056	8,269	7,368	6,466	5,564	4,809	4,058	4,044	4,044	3,370	3,370	194,343
Mental Health	0.0974	1,593	1,419	1,246	1,072	927	782	779	779	649	649	37,439
Metro Junior College	0.1806	2,954	2,632	2,310	1,987	1,718	1,449	1,445	1,445	1,204	1,204	69,419
Mid-Continent Library	0.3152	5,155	4,593	4,031	3,469	2,998	2,530	2,521	2,521	2,101	2,101	121,157
State Blind Pension	0.0300	491	437	384	330	285	241	240	240	200	200	11,531
	6.9283	\$ 113,317	\$ 100,958	\$ 88,599	\$ 76,241	\$ 65,905	\$ 55,606	\$ 55,421	\$ 55,421	\$ 46,184	\$ 46,184	\$ 2,663,111

Personal Property Assessed Value (20-Year Depreciation)													
		2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
2027	2,000,000	641,603	593,474	548,945	507,816	469,686	434,490	401,893	371,763	342,032	312,302	282,505	252,775
2029	10,000,000			3,208,013	2,967,370	2,744,726	2,539,079	2,348,432	2,172,449	2,009,466	1,858,814	1,710,162	1,561,511
		641,603	593,474	3,756,958	3,475,186	3,214,412	2,973,569	2,750,325	2,544,212	2,351,498	2,171,116	1,992,667	1,814,285

Personal Property Assessed Value (20-Year Depreciation)											
		2040	2041	2042	2043	2044	2045	2046	2047	2048	2049
2027	2,000,000	223,044	193,314	163,584	133,853	133,320	133,320	133,320	133,320	-	-
2029	10,000,000	1,412,525	1,263,874	1,115,222	966,570	817,918	669,266	666,600	666,600	666,600	666,600
		1,635,570	1,457,188	1,278,805	1,100,423	951,238	802,586	799,920	799,920	666,600	666,600

Projected PILOTS for Personal Property

Estimated Assessed Value of Personal Property																								
Acquired in 2027	\$	641,603	\$	593,474	\$	548,945	\$	507,816	\$	469,686	\$	434,490	\$	401,893	\$	371,763	\$	342,032	\$	312,302	\$	282,505	\$	252,775
PILOT Payment		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
Estimated Assessed Value of Personal Property																								
Acquired in 2029					\$3,208,013	\$2,967,370	\$2,744,726	\$2,539,079	\$2,348,432	\$2,172,449	\$2,009,466	\$1,858,814	\$1,710,162	\$1,561,511										
PILOT Payment					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%										

Taxing Jurisdiction	Tax Rate per \$100	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Board of Disabled Services	0.0732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City - Independence	0.4892	-	-	-	-	-	-	-	-	-	-	-	-
Independence School District	5.2371	-	-	-	-	-	-	-	-	-	-	-	-
Jackson County	0.5056	-	-	-	-	-	-	-	-	-	-	-	-
Mental Health	0.0974	-	-	-	-	-	-	-	-	-	-	-	-
Metro Junior College	0.1806	-	-	-	-	-	-	-	-	-	-	-	-
Mid-Continent Library	0.3152	-	-	-	-	-	-	-	-	-	-	-	-
State Blind Pension	0.0300	-	-	-	-	-	-	-	-	-	-	-	-
	6.9283	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Estimated Assessed Value of Personal Property																		
Acquired in 2027	\$	223,044	\$	193,314	\$	163,584	\$	133,853	\$	133,320	\$	133,320	\$	133,320	\$	133,320		
PILOT Payment		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		
Estimated Assessed Value of Personal Property																		
Acquired in 2029	\$1,412,525	\$1,263,874	\$1,115,222	\$	966,570	\$	817,918	\$	669,266	\$	666,600	\$	666,600	\$	666,600	\$	666,600	
PILOT Payment		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%

Taxing Jurisdiction	Tax Rate per \$100	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	Total
Board of Disabled Services	0.0732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City - Independence	0.4892	-	-	-	-	-	-	-	-	-	-	-
Independence School District	5.2371	-	-	-	-	-	-	-	-	-	-	-
Jackson County	0.5056	-	-	-	-	-	-	-	-	-	-	-
Mental Health	0.0974	-	-	-	-	-	-	-	-	-	-	-
Metro Junior College	0.1806	-	-	-	-	-	-	-	-	-	-	-
Mid-Continent Library	0.3152	-	-	-	-	-	-	-	-	-	-	-
State Blind Pension	0.0300	-	-	-	-	-	-	-	-	-	-	-
	6.9283	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Projected Abatement for Personal Property

Estimated Assessed Value of Personal Property																								
Acquired in 2027	\$	641,603	\$	593,474	\$	548,945	\$	507,816	\$	469,686	\$	434,490	\$	401,893	\$	371,763	\$	342,032	\$	312,302	\$	282,505	\$	252,775
Abatement Percentage		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%
Estimated Assessed Value of Personal Property																								
Acquired in 2029						\$3,208,013		\$2,967,370		\$2,744,726		\$2,539,079		\$2,348,432		\$2,172,449		\$2,009,466		\$1,858,814		\$1,710,162		\$1,561,511
Abatement Percentage						100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%

Taxing Jurisdiction	Tax Rate per \$100	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Board of Disabled Services	0.0732	\$ 470	\$ 434	\$ 2,750	\$ 2,544	\$ 2,353	\$ 2,177	\$ 2,013	\$ 1,862	\$ 1,721	\$ 1,589	\$ 1,459	\$ 1,328
City - Independence	0.4892	3,139	2,903	18,379	17,001	15,725	14,547	13,455	12,446	11,504	10,621	9,748	8,875
Independence School District	5.2371	33,601	31,081	196,756	181,999	168,342	155,729	144,037	133,243	123,150	113,704	104,358	95,016
Jackson County	0.5056	3,244	3,001	18,995	17,571	16,252	15,034	13,906	12,864	11,889	10,977	10,075	9,173
Mental Health	0.0974	625	578	3,659	3,385	3,131	2,896	2,679	2,478	2,290	2,115	1,941	1,767
Metro Junior College	0.1806	1,159	1,072	6,785	6,276	5,805	5,370	4,967	4,595	4,247	3,921	3,599	3,277
Mid-Continent Library	0.3152	2,022	1,871	11,842	10,954	10,132	9,373	8,669	8,019	7,412	6,843	6,281	5,719
State Blind Pension	0.0300	192	178	1,127	1,043	964	892	825	763	705	651	598	544
	6.9283	\$ 44,452	\$ 41,118	\$ 260,293	\$ 240,771	\$ 222,704	\$ 206,018	\$ 190,551	\$ 176,271	\$ 162,919	\$ 150,421	\$ 138,058	\$ 125,699

Estimated Assessed Value of Personal Property																				
Acquired in 2027	\$	223,044	\$	193,314	\$	163,584	\$	133,853	\$	133,320	\$	133,320	\$	133,320	\$	133,320				
Abatement Percentage		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%				
Estimated Assessed Value of Personal Property																				
Acquired in 2029	\$	1,412,525	\$	1,263,874	\$	1,115,222	\$	966,570	\$	817,918	\$	669,266	\$	666,600	\$	666,600	\$	666,600	\$	666,600
Abatement Percentage		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%

Taxing Jurisdiction	Tax Rate per \$100	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	Total
Board of Disabled Services	0.0732	\$ 1,197	\$ 1,067	\$ 936	\$ 806	\$ 696	\$ 587	\$ 586	\$ 586	\$ 488	\$ 488	\$ 28,137
City - Independence	0.4892	8,001	7,129	6,256	5,383	4,653	3,926	3,913	3,913	3,261	3,261	188,039
Independence School District	5.2371	85,656	76,314	66,972	57,630	49,817	42,032	41,893	41,893	34,911	34,911	2,013,045
Jackson County	0.5056	8,269	7,368	6,466	5,564	4,809	4,058	4,044	4,044	3,370	3,370	194,343
Mental Health	0.0974	1,593	1,419	1,246	1,072	927	782	779	779	649	649	37,439
Metro Junior College	0.1806	2,954	2,632	2,310	1,987	1,718	1,449	1,445	1,445	1,204	1,204	69,419
Mid-Continent Library	0.3152	5,155	4,593	4,031	3,469	2,998	2,530	2,521	2,521	2,101	2,101	121,157
State Blind Pension	0.0300	491	437	384	330	285	241	240	240	200	200	11,531
	6.9283	\$ 113,317	\$ 100,958	\$ 88,599	\$ 76,241	\$ 65,905	\$ 55,606	\$ 55,421	\$ 55,421	\$ 46,184	\$ 46,184	\$ 2,663,111

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-103 **2R** An Ordinance Amending Ordinance No. 7755 And Ordinance No. 18924 Concerning Membership Criteria for the Independence Square Advisory Board. **2R Item passes 7-0 Ord. No. 19749**

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

Jeremy Cover

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Indep Square Adv. Board Ordinance
2. Ord. No. 19749

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

BILL NO. 25-103

ORDINANCE NO. 19749

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 **2R** 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. **2R Item passes 7-0 Ord. No. 19750**

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.

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

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

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

Source is: As Indicated Above

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.

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

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

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

Source is: As Indicated Above

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](#)



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 **2R** 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. **2R Item passes 7-0 Ord. No. 19751**

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
3. Ord. No. 19751

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 line 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

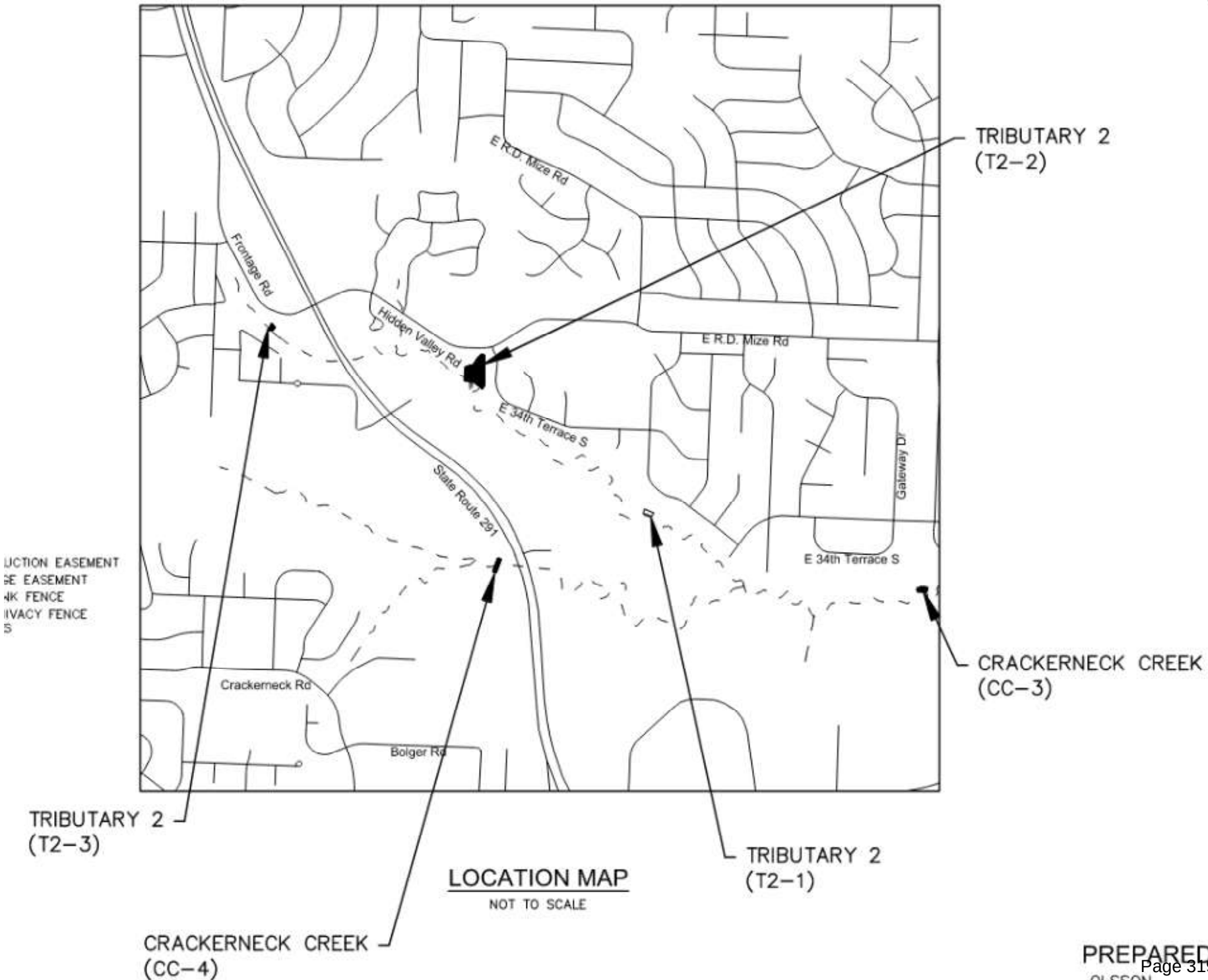
APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City Project Number - 302202



BILL NO. 25-105

ORDINANCE NO. 19751

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.

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 line 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 17th 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:



City Clerk

APPROVED – FORM AND LEGALITY:



City Counselor

REVIEWED BY:



City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-106 **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 passes 6-1 Ord. No. 19752**

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 /
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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

4. Ord. No. 19752

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 6 OF CHAPTER 8 AND ARTICLE 4 OF CHAPTER 20, OF THE INDEPENDENCE CITY CODE PERTAINING TO THE ADOPTION OF A REVISED PROCUREMENT POLICY.

WHEREAS, on July 15, 2024, the City Council approved Ordinance No. 19579, adopting a revised Purchasing Policy that incorporated changes to align with Chapter 34 of the Revised Statutes of Missouri legislative changes in 2024; and,

WHEREAS, this ordinance amends the City Code to align with the new Purchasing Policy and to ensure compliance with the Revised Statutes of Missouri;

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

SECTION 1. That Article 6 of Chapter 8 of the Independence City Code, is hereby amended to read as follows:

“ARTICLE 6. PURCHASES AND SALES

Sec. 8.06.001. "Contractual labor and services" defined.

"Contractual labor and services," as used in this article, shall mean labor and services performed for the City by persons not in the employment of the City, and may include the use of equipment or the furnishing of commodities in connection with said labor and services under express or implied contract. Contractual labor and services shall include transportation of personnel (travel); freight; express; parcel post; postage; repairs, alterations and maintenance of buildings, equipment, streets, and bridges, and other physical facilities of the City; provided that "contractual labor and services" as used in this article shall not include contracts for public improvements referred to in Section 11.6 of the City Charter.

Sec. 8.06.002. Purchases—How made—Requisitions—Certification of funds.

All purchases of supplies, material, equipment, contractual labor, services, and insurance for the offices, departments, and agencies of the City government, shall be made in accordance with purchase authorizations issued by the City Procurement Manager who also may be called the City Purchasing Agent and either title may be used within this City Code, pursuant to Section 3.35 of the City Charter.

Except as otherwise provided in Section 8.06.006, a purchase shall be made only when the head of the office, department, or agency whose appropriation is to be charged issues a written requisition therefore, and the Director of Finance or his/her authorized agent certifies that there is an unencumbered balance of funds appropriated or authorized and available therefore, as provided by Section 3.34 of the City Charter, and after said written requisition has been approved by the Director of Finance and said approval duly endorsed thereon.

Sec. 8.06.003. Competitive bidding.

Except as provided in Section 8.06.004, bids shall be obtained as set out below:

A. Commodities.

1. Formal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, wherein the consideration to be paid is estimated to be more than **One-Hundred Thousand Dollars (\$100,000.00)**, except as otherwise provided in Section 8.06.004 immediately below, the City Procurement Manager shall submit to at least three **(3)** persons, firms, or corporations dealing in and able to supply the same, or to a smaller number if there are not three **(3)** dealing in and able to supply the same, specifications and an invitation to bid, to give them an opportunity to bid. The bid shall be announced ~~on the Public Notice Board in City Hall and~~ as appropriate through Internet, print media or any other means of publicly making the solicitation known to potential bidders. All bids shall be sealed and shall be opened in public at a designated time and place, and bids shall be received up to the time designated for the opening of bids. The Procurement Manager may repeatedly reject all bids, and again may resubmit to the same or other persons, firms, or corporations and follow the procedures identified above. The Procurement Manager shall purchase from the bidder whose bid is more advantageous to the City, considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its sub-contractors or suppliers, specifically including any City contracts within the immediate past five years, and the preferences set out below. ~~If the contract amount exceeds \$50,000.00, it shall be reported to, and approved by the City Council prior to award.~~
2. Informal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, services, insurance or any sale of surplus, obsolete, or unused property is made, wherein the consideration to be paid is **One-Hundred Thousand Dollars (\$100,000.00)** or less, the City Procurement Manager shall obtain competitive bids by an informal method, including written, verbal, telephone, Internet, or fax quotations or any other method that establishes competition. The Procurement Manager may repeatedly reject all bids and again may resubmit to the same or other persons, firms or corporations. The purchase will be made from the bidder whose bid is most advantageous to the City considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its subcontractors or suppliers, specifically including any City contracts within the immediate past five years, the preferences set out below, and any other factors which deem it to be best bid. ~~If the contract amount exceeds \$50,000.00, it shall be reported to, and approved by, the Council prior to award. Council approval is not required for contracts under \$50,000.00, City Manager approval is required for contracts or purchases of Fifty Thousand Dollars (\$50,000) or more. Council approval is not required for contracts under One-Hundred~~

- Thousand Dollars (\$100,000)** or for the renewal of contracts, when the requested price increase does not exceed the renewal period increase established in the original agreement.
- B. Professional Services. Businesses which require a State or Federal professional license or certification shall be considered professional services. **Competition will be required for professional services that exceed \$100,000.** The Procurement Manager will utilize Request for Proposals (RFPs) or Requests for Qualifications (RFQs) when procuring professional services where factors other than cost must be considered in the evaluation process. Examples include, but are not limited to, architects, engineers, insurance brokers and companies, and attorneys. RFPs and RFQs will be announced on the Public Notice Board in City Hall and as appropriate through the Internet, print media or any other means of publicly making the solicitation known to potential bidders or proposers. If the contract amount exceeds **Fifty Thousand Dollars (\$50,000.00)**, it shall be reported to, and approved by, the City ~~Council~~ **Manager** prior to award. Council approval is ~~not~~ required for contracts ~~under \$50,000.00~~ **of One-Hundred Thousand (\$100,000) or more** or for the renewal of contracts, when the requested price increase ~~does not~~ **exceeds** the renewal period increase established in the original agreement.
- C. Public Improvement Projects. Public improvement projects shall be processed through the Procurement Division using the processes identified in section A.1. and A.2., and in conformance with procedures set out in Chapter 20 of this City Code. If the contract amount exceeds **Fifty Thousand Dollars (\$50,000.00)**, it shall be reported to, and approved by, the City ~~Council~~ **Manager** prior to award. **City Council approval is required for contracts of One-Hundred Thousand Dollars (\$100,000) or more or for the renewal of contracts, when the required price increase does not exceed the renewal period increase established in the original agreement.**
- D. Change Orders. For contracts up to **Fifty Thousand (\$50,000.00)**, or ten percent **(10%)** of the original contract amount if in excess of ~~\$50,000.00~~ **One-Hundred Thousand Dollars (\$100,000)**, the City Manager is authorized to issue change orders.
- 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 Statutes of Missouri;

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

SECTION 1. That Article 6 of Chapter 8 of the Independence City Code, is hereby amended to read as follows:

“ARTICLE 6. PURCHASES AND SALES

Sec. 8.06.001. "Contractual labor and services" defined.

"Contractual labor and services," as used in this article, shall mean labor and services performed for the City by persons not in the employment of the City, and may include the use of equipment or the furnishing of commodities in connection with said labor and services under express or implied contract. Contractual labor and services shall include transportation of personnel (travel); freight; express; parcel post; postage; repairs, alterations and maintenance of buildings, equipment, streets, and bridges, and other physical facilities of the City; provided that "contractual labor and services" as used in this article shall not include contracts for public improvements referred to in Section 11.6 of the City Charter.

Sec. 8.06.002. Purchases—How made—Requisitions—Certification of funds.

All purchases of supplies, material, equipment, contractual labor, services, and insurance for the offices, departments, and agencies of the City government, shall be made in accordance with purchase authorizations issued by the City Procurement Manager who also may be called the City Purchasing Agent and either title may be used within this City Code, pursuant to Section 3.35 of the City Charter.

Except as otherwise provided in Section 8.06.006, a purchase shall be made only when the head of the office, department, or agency whose appropriation is to be charged issues a written requisition therefore, and the Director of Finance or his/her authorized agent certifies that there is an unencumbered balance of funds appropriated or authorized and available therefore, as provided by Section 3.34 of the City Charter, and after said written requisition has been approved by the Director of Finance and said approval duly endorsed thereon.

Sec. 8.06.003. Competitive bidding.

Except as provided in Section 8.06.004, bids shall be obtained as set out below:

A. Commodities.

1. Formal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, wherein the consideration to be paid is estimated to be more than **One-Hundred Thousand Dollars (\$100,000.00)**, except as otherwise provided in Section 8.06.004 immediately below, the City Procurement Manager shall submit to at least three **(3)** persons, firms, or corporations dealing in and able to supply the same, or to a smaller number if there are not three **(3)** dealing in and able to supply the same, specifications and an invitation to bid, to give them an opportunity to bid. The bid shall be announced ~~on the Public Notice Board in City Hall and~~ as appropriate through Internet, print media or any other means of publicly making the solicitation known to potential bidders. All bids shall be sealed and shall be opened in public at a designated time and place, and bids shall be received up to the time designated for the opening of bids. The Procurement Manager may repeatedly reject all bids; and again may resubmit to the same or other persons, firms, or corporations and follow the procedures identified above. The Procurement Manager shall purchase from the bidder whose bid is more advantageous to the City, considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its sub-contractors or suppliers, specifically including any City contracts within the immediate past five years, and the preferences set out below. ~~If the contract amount exceeds \$50,000.00, it shall be reported to, and approved by the City Council prior to award.~~
2. Informal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, services, insurance or any sale of surplus, obsolete, or unused property is made, wherein the consideration to be paid is **One-Hundred Thousand Dollars (\$100,000.00)** or less, the City Procurement Manager shall obtain competitive bids by an informal method, including written, verbal, telephone, Internet, or fax quotations or any other method that establishes competition. The Procurement Manager may repeatedly reject all bids and again may resubmit to the same or other persons, firms or corporations. The purchase will be made from the bidder whose bid is most advantageous to the City considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its subcontractors or suppliers, specifically including any City contracts within the immediate past five years, the preferences set out below, and any other factors which deem it to be best bid. ~~If the contract amount exceeds \$50,000.00, it shall be reported to, and approved by, the Council prior to award. Council approval is not required for contracts under \$50,000.00, City Manager approval is required for contracts or purchases of Fifty Thousand Dollars (\$50,000) or more. Council approval is not required for contracts under One-Hundred~~

- Thousand Dollars (\$100,000)** or for the renewal of contracts, when the requested price increase does not exceed the renewal period increase established in the original agreement.
- B. Professional Services. Businesses which require a State or Federal professional license or certification shall be considered professional services. **Competition will be required for professional services that exceed \$100,000.** The Procurement Manager will utilize Request for Proposals (RFPs) or Requests for Qualifications (RFQs) when procuring professional services where factors other than cost must be considered in the evaluation process. Examples include, but are not limited to, architects, engineers, insurance brokers and companies, and attorneys. RFPs and RFQs will be announced on the Public Notice Board in City Hall and as appropriate through the Internet, print media or any other means of publicly making the solicitation known to potential bidders or proposers. If the contract amount exceeds **Fifty Thousand Dollars (\$50,000.00)**, it shall be reported to, and approved by, the City **Council Manager** prior to award. Council approval is ~~not~~ required for contracts ~~under \$50,000.00~~ **of One-Hundred Thousand (\$100,000) or more** or for the renewal of contracts, when the requested price increase ~~does not~~ **exceeds** the renewal period increase established in the original agreement.
- C. Public Improvement Projects. Public improvement projects shall be processed through the Procurement Division using the processes identified in section A.1. and A.2., and in conformance with procedures set out in Chapter 20 of this City Code. If the contract amount exceeds **Fifty Thousand Dollars (\$50,000.00)**, it shall be reported to, and approved by, the City **Council Manager** prior to award. **City Council approval is required for contracts of One-Hundred Thousand Dollars (\$100,000) or more or for the renewal of contracts, when the required price increase does not exceed the renewal period increase established in the original agreement.**
- D. Change Orders. For contracts up to **Fifty Thousand (\$50,000.00)**, or ten percent **(10%)** of the original contract amount if in excess of ~~\$50,000.00~~ **One-Hundred Thousand Dollars (\$100,000)**, the City Manager is authorized to issue change orders.
- 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.

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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.

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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.

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- 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.
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Secs. 8.06.016—8.06.999. Reserved.”

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- ~~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.

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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.

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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.

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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.

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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.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

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 15, 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 \$300,000 with the City of Independence shall meet qualification standards prior to acceptance of any contract. The City shall investigate and examine the qualifications of all contractors and, upon determining that a contractor meets the requirements of this policy and is in all respects responsible, qualified and competent for the class, character and magnitude of the work which the applicant proposes or intends to perform under this proposed contract shall then be determined to be qualified to be awarded a contract. In determining the acceptability of a contractor for the purpose of qualification, the City shall investigate and consider at least the following:

- Financial responsibility.
- The character, quality and availability of the contractor's equipment
- The performance record of the contractor in the performance of other contracts for public or private improvements.
- The nature and extent of other contract commitments involving the use of contractor's machinery, equipment and personnel.
- The reputation for reliability and integrity.
- History of compliance with applicable State and Federal laws.
- Compliance with MBE/WBE Policies.
- The source of any labor involved in the project.
- Any other fact which would materially affect the ability of the applicant to properly, adequately, expeditiously and satisfactorily perform such work as might be awarded to such contractor. To be determined qualified the contractor must provide or participate in each of the following for the benefit of its employees and in addition, the contractor will certify that all subcontractors under their control will comply with the following:

1. An ERISA-qualified medical welfare benefit plan or health insurance in some form.

2. A training program approved by and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training or equivalent.

3. An ERISA-qualified pension plan or a retirement benefit program

Under no circumstances shall a contractor be qualified who fails to provide or participate in any of the aforementioned programs. The City Manager may require such documentation or verification by the person or firm claiming to be using local labor as is deemed necessary to establish the requirements.

SEC. 8.06.004. WHEN COMPETITIVE BIDDING IS NOT REQUIRED.

In the following cases, competitive bidding shall not be required if, in the judgment of the Procurement Manager, a lower price cannot be obtained by requiring competitive bids:

1. Where the cost of supplies, materials, equipment, contractual labor, services, or insurance does not exceed Ten Thousand Dollars (\$10,000).

2. Where there is only a sole source that possesses the unique and singularly available capability to meet the requirement of the procurement as determined by the Procurement Manager; or a single source that is proprietary to existing commodities, equipment, or services as determined by the Procurement Manager.

3. Where supplies, materials, equipment, contractual labor, services, or insurance purchases from another unit of government at a price deemed below that obtainable from private dealers, including war surplus.

4. Where supplies, materials, equipment, contractual labor, insurance and services are purchased through bids established by a government purchasing entity or cooperative. The cooperative bids used will have been established pursuant to RSMo.70.220 or generally accepted governmental purchasing practices through the competitive bidding process. Purchases by this method shall be exempt from Section 8.06.003 of the City Code. If the contract amount exceeds One Hundred Thousand Dollars (\$100,000) it shall be reported to, and approved by, the City Council prior to award.

SEC. 8.06.005. PROHIBITION AGAINST SPLITTING CONTRACTS.

The splitting or dividing of contracts and purchases for the purpose of evading requirements of Section 8.06.003 of this Article shall not be permitted, and any such contracts or purchases so made evidencing such purpose shall be void.

SEC. 8.06.006. EMERGENCY PURCHASES.

The City Manager or a delegated representative may declare an emergency regarding the purchase of appropriated supplies, materials, equipment, contractual labor, services, or insurance, and the same may be purchased without compliance with the requirements of Section 8.06.002, Section 8.06.003 or Section 8.06.004 above when deemed important to public life, health, welfare, or safety of the City. Purchase of appropriated items in an amount in excess of 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.

BILL NO. 25.106

ORDINANCE NO. 19752

AN ORDINANCE AMENDING ARTICLE 6 OF CHAPTER 8 AND ARTICLE 4 OF CHAPTER 20, OF THE INDEPENDENCE CITY CODE PERTAINING TO THE ADOPTION OF A REVISED PROCUREMENT POLICY.

WHEREAS, on July 15, 2024, the City Council approved Ordinance No. 19579, adopting a revised Purchasing Policy that incorporated changes to align with Chapter 34 of the Revised Statutes of Missouri legislative changes in 2024; and,

WHEREAS, this ordinance amends the City Code to align with the new Purchasing Policy and to ensure compliance with the Revised Statutes of Missouri;

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

SECTION 1. That Article 6 of Chapter 8 of the Independence City Code, is hereby amended to read as follows:

“ARTICLE 6. PURCHASES AND SALES

Sec. 8.06.001. "Contractual labor and services" defined.

"Contractual labor and services," as used in this article, shall mean labor and services performed for the City by persons not in the employment of the City, and may include the use of equipment or the furnishing of commodities in connection with said labor and services under express or implied contract. Contractual labor and services shall include transportation of personnel (travel); freight; express; parcel post; postage; repairs, alterations and maintenance of buildings, equipment, streets, and bridges, and other physical facilities of the City; provided that "contractual labor and services" as used in this article shall not include contracts for public improvements referred to in Section 11.6 of the City Charter.

Sec. 8.06.002. Purchases—How made—Requisitions—Certification of funds.

All purchases of supplies, material, equipment, contractual labor, services, and insurance for the offices, departments, and agencies of the City government, shall be made in accordance with purchase authorizations issued by the City Procurement Manager who also may be called the City Purchasing Agent and either title may be used within this City Code, pursuant to Section 3.35 of the City Charter.

Except as otherwise provided in Section 8.06.006, a purchase shall be made only when the head of the office, department, or agency whose appropriation is to be charged issues a written requisition therefore, and the Director of Finance or his/her authorized agent certifies that there is an unencumbered balance of funds appropriated or authorized and available therefore, as provided by Section 3.34 of the City Charter, and after said written requisition has been approved by the Director of Finance and said approval duly endorsed thereon.

Sec. 8.06.003. Competitive bidding.

Except as provided in Section 8.06.004, bids shall be obtained as set out below:

A. Commodities.

1. Formal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, wherein the consideration to be paid is estimated to be more than **One-Hundred Thousand Dollars** (\$100,000.00), except as otherwise provided in Section 8.06.004 immediately below, the City Procurement Manager shall submit to at least three **(3)** persons, firms, or corporations dealing in and able to supply the same, or to a smaller number if there are not three **(3)** dealing in and able to supply the same, specifications and an invitation to bid, to give them an opportunity to bid. The bid shall be announced ~~on the Public Notice Board in City Hall and~~ as appropriate through Internet, print media or any other means of publicly making the solicitation known to potential bidders. All bids shall be sealed and shall be opened in public at a designated time and place, and bids shall be received up to the time designated for the opening of bids. The Procurement Manager may repeatedly reject all bids, and again may resubmit to the same or other persons, firms, or corporations and follow the procedures identified above. The Procurement Manager shall purchase from the bidder whose bid is more advantageous to the City, considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its sub-contractors or suppliers, specifically including any City contracts within the immediate past five years, and the preferences set out below. ~~If~~ **The contract amount exceeds \$50,000.00, it shall be reported to, and approved by the City Council prior to award.**
2. Informal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, services, insurance or any sale of surplus, obsolete, or unused property is made, wherein the consideration to be paid is **One-Hundred Thousand Dollars** (\$100,000.00) or less, the City Procurement Manager shall obtain competitive bids by an informal method, including written, verbal, telephone, Internet, or fax quotations or any other method that establishes competition. The Procurement Manager may repeatedly reject all bids and again may resubmit to the same or other persons, firms or corporations. The purchase will be made from the bidder whose bid is most advantageous to the City considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its subcontractors or suppliers, specifically including any City contracts within the immediate past five years, the preferences set out below, and any other factors which deem it to be best bid. ~~If the contract amount exceeds \$50,000.00, it shall be reported to, and approved by, the Council prior to award. Council approval is not required for contracts under \$50,000.00, City Manager approval is required for contracts or purchases of Fifty Thousand Dollars (\$50,000) or more. Council approval is not required for contracts under One-Hundred~~

Thousand Dollars (\$100,000) or for the renewal of contracts, when the requested price increase does not exceed the renewal period increase established in the original agreement.

- B. Professional Services. Businesses which require a State or Federal professional license or certification shall be considered professional services. **Competition will be required for professional services that exceed \$100,000.** The Procurement Manager will utilize Request for Proposals (RFPs) or Requests for Qualifications (RFQs) when procuring professional services where factors other than cost must be considered in the evaluation process. Examples include, but are not limited to, architects, engineers, insurance brokers and companies, and attorneys. RFPs and RFQs will be announced on the Public Notice Board in City Hall and as appropriate through the Internet, print media or any other means of publicly making the solicitation known to potential bidders or proposers. If the contract amount exceeds **Fifty Thousand Dollars (\$50,000.00)**, it shall be reported to, and approved by, the City ~~Council~~ **Manager** prior to award. Council approval is ~~not~~ required for contracts ~~under \$50,000.00 of One-Hundred Thousand (\$100,000) or more~~ or for the renewal of contracts, when the requested price increase ~~does not exceed~~ 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.

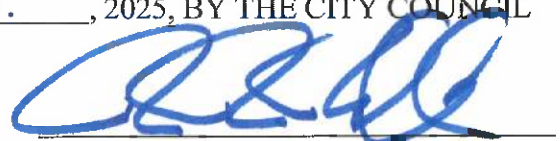
Except to the extent prohibited by law, persons who are debarred or suspended by the City or the State of Missouri shall be excluded from bidding, and shall not be awarded contracts for public infrastructure for the City of Independence, in accordance with the provisions of Chapter 8 of the City Code.

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 17th 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:


City Clerk

APPROVED AS TO FORM AND LEGALITY:


City Counselor

REVIEWED BY:


City Manager



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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-108 **1R** An ordinance authorizing the acceptance of funding from the State of Missouri, through a recipient award from the Department of Health and Senior Services, which allocates \$60,059.80 to the City of Independence, Missouri, for a maternal child health program and adopting amendments to the fiscal year 2025-2026 budget, which was approved by ordinance no. 19682. **1R Read**

Recommendations:

Council approval is recommended.

Background:

The adopted budget appropriated \$57,400 for the maternal child health program for the Health & Animal Services Department; however, the final contract was approved for \$60,059.80, an increase of \$2,659.80. This ordinance appropriates the increased amount.

Emergency Justification:**Fiscal Impact:**

Increased revenues in the Grant Fund (015) in the amount of \$2,659.80 for the Health & Animal Services Department's maternal child health program to total \$60,059.80 and increased appropriations in the Grant Fund (015) in the amount of \$2,659.80 to total \$60,059.80 for maternal child health grant program.

Council Action:

Department / Contact	Health /
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REVIEWERS

Christina Heinen
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Grants Appropriations Ordinance IHAS MCH 60059.80
2. MCH Contract 2025_251029_110058

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE STATE OF MISSOURI, THROUGH A RECIPIENT AWARD FROM THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, WHICH ALLOCATES \$60,059.80 TO THE CITY OF INDEPENDENCE, MISSOURI, FOR A MATERNAL CHILD HEALTH PROGRAM AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

WHEREAS, the City wishes to partner with the State of Missouri to implement a maternal health grant program in Independence; and,

WHEREAS, the adopted Operating and Capital budgets for the 2025-26 fiscal year were approved by the City Council by Ordinance No. 19682; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Increased revenues in the Grant Fund (015) in the amount of \$2,659.80 for the Health & Animal Services Department's maternal child health program to total \$60,059.80 and increased appropriations in the Grant Fund (015) in the amount of \$2,659.80 to total \$60,059.80 for maternal child health grant program.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

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

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

Source is: As Indicated Above

Interim City Manager

Director of Finance and Administration
City of Independence, Missouri



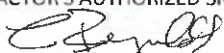
PROGRAM SERVICES CONTRACT

Am 768

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking # 51089	Contract Title: MATERNAL CHILD HEALTH SERVICES	
Contract Start: 10/1/2021	Contract End: 9/30/2026	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: DH220051089		Amend #: 05

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) INDEPENDENCE CITY HEALTH DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 111 E MAPLE ST P O BOX 1019	
CITY, STATE, and ZIP CODE INDEPENDENCE MO 64051	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****	UEI NUMBER U5W1BFU54PJ3
CONTRACTOR'S AUTHORIZED SIGNATURE 	DATE 10/16/2025
PRINTED NAME Lisa Reynolds	TITLE Interim City Manager
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE 	DATE OCT 16 2025

AMENDMENT #05 TO CONTRACT DH220051089

CONTRACT TITLE: Maternal Child Health Services

CONTRACT PERIOD: October 1, 2025 through September 30, 2026

The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract; therefore Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:

- 1.1 The contract amount shall not exceed \$60,059.80 for the period of October 1, 2025 through September 30, 2026.

In addition, the Department of Health and Senior Services, desires to amend the above-referenced contract in accordance with the following:

1. Delete Section 2.5.2 in its entirety and replace with revised Section 2.5.2 as follows:
 - 2.5.2 A Statement of the Problem, including: statistical data to illustrate the scope of the priority health issue in the community, potential root causes and/or other community elements that may contribute to the problem, a discussion of existing strengths/weaknesses/gaps in access to care, the unique characteristics of the populations (i.e. income/employment status, geographic location, gender, age, education attainment, and race/ethnicity, etc.), and anecdotal or descriptive elements that give a sense of the story behind the data.
2. Delete Section 2.5.6 in its entirety and replace with revised Section 2.5.6 as follows:
 - 2.5.6 Identification of risk and protective factors that influence health differences within families and the community through the Life Course Perspective.
3. Delete Section 2.5.7 in its entirety.
4. Delete Section 3.1 in its entirety and replace with revised Section 3.1 as follows:
 - 3.1 To support a leadership role for LPHAs at the local level to: build community-based systems and expand the resources those systems can use to respond to priority maternal child health issues; provide and assure mothers and children (in particular those with low income or with limited availability of health services) access to quality MCH services; reduce health differences for women, infants, and children, including those with special health care needs; promote the health of

mothers and infants by assuring prenatal, delivery, and postpartum care for low income, at-risk pregnant women; and promote the health of children by providing preventive and primary care services for low-income children.

5. Delete Section 5.3 in its entirety and replace with revised Section 5.3 as follows:
 - 5.3 The Contractor shall address risk and protective factors that influence health differences within families and communities through the Life Course Perspective.
6. Add Section 5.8 through 5.18.5 in its entirety as follows:
 - 5.8 The Contractor shall develop a *proposed* five-year, FFY 2027-2031, work plan. Steps to develop this plan include:
 - 5.9 Using state and local quantitative and qualitative data, along with community engagement and an evaluation of local capacity, the Contractor will conduct a detailed local assessment of the health status, strengths, weaknesses, and needs of the maternal and child health (MCH) population. This assessment will focus on the domains of women/maternal, perinatal/infant, child, and adolescent, and will identify existing gaps in access to care.
 - 5.10 The Contractor shall utilize the Missouri Public Health Information Management System (MOPHIMS) <https://healthapps.dhss.mo.gov/MoPhims/MOPHIMSHome>, Missouri Information for Community Assessment (MICA) Data Profiles, Community Maternal, Infant and Child Health Profile(s) provided by the Department, local community health data, surveillance data, and other data sources to assist in the assessment process, priority health issue (PHI) and outcome measure selection, and systematic program planning.
 - 5.11 The Contractor shall seek input from MCH stakeholders including families/consumers, providers and other community partners about the issues related to local MCH program services and delivery.
 - 5.12 Based on the findings from the focused local assessment, the Contractor shall select **at least one** priority health issue derived from the Missouri Title V MCH Block Grant FFY 2026-2030 MCH Priorities to develop the five-year (FFY2027-2031) work plan to address the selected top priority health issue(s).
 - 5.13 The Contractor shall budget contract funds to accomplish the proposed work plan in the proposed FFY2026 contract budget worksheet.

- 5.14 The Contractor shall establish a five-year (FFY 2027-2031) *evaluation plan* for tracking and monitoring progress on the work plan and analyzing performance trends which shall include identification of targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), and methods for analyzing performance trends.
- 5.15 The proposed work plan, referred to as the Maternal Child Health Services Contract Template FFY 2027-2031, shall be submitted to the MCH Services Program District Nurse Consultant (DNC) via an electronic e-mail attachment. The proposed work plan shall include the following:
- 5.15.1 Identification of the Selected Priority Health Issue(s) and targeted national, state, and/or local performance measure(s).
- 5.15.2 A Statement of the Problem, including: statistical data to illustrate the scope of the priority health issue in the community, potential root causes and/or other community elements that may contribute to the problem, a discussion of existing strengths/weaknesses/gaps in access to care, the unique characteristics of the populations (i.e. income/employment status, geographic location, age, education attainment, and race/ethnicity, etc.), and anecdotal or descriptive elements that give a sense of the story behind the data.
- 5.15.3 Goals for addressing the stated problem (based on the targeted national, state, and/or local outcome measure(s)).
- 5.15.4 Evidence-based strategies that will be used to address the problem. Visit <https://www.mchevidence.org> to find the MCH Accelerators and <https://amchp.org/mch-innovations-database> to find the MCH Innovations Database, to align strategies with the evidence-base.
- 5.15.5 System Outcome(s) and Activities at each of the six levels of the Spectrum of Prevention as follows:
- a. System Outcome(s): The outcomes of the work plan shall reflect the anticipated changes in the community system after five years of effort. Outcome statements shall include evidence of accomplishment and/or an expected level of change. The outcome should be the measure that indicates the Activities in the work plan have been effective. Each System

Outcome shall be defined in measurable terms. Each level of the Spectrum of Prevention shall include at least one System Outcome.

- b. Activities: The Contractor shall identify activities at each level of the spectrum for each year of the work plan that led to the System Outcome(s). Planned activities should demonstrate progressive growth toward each level's System Outcome for an improved coordinated system and be based on strategies that are evidence-based, field-tested, or validated by expert opinion. A multifaceted range of activities should progress toward the outcomes to address the priority health issue over each year.
 - c. Identification of risk and protective factors that influence health disparities within families and the community through the Life Course Perspective.
 - d. Strategies to address existing weaknesses/gaps in access to care.
- 5.16 The Contractor shall not propose a work plan to cover an area smaller than a county in size with the exception of Joplin, Springfield, Kansas City, and St. Louis City.
- 5.17 The Contractor may propose a joint submission of a work plan for this contract. Refer to the Glossary for the MCH Services Contract for a definition on joint submission of a proposed work plan used within the scope of work and guidance for the contract. The glossary is posted here:
<https://clphs.health.mo.gov/lphs/mch-services-program/contractresources/pdf/glossary-for-the-mch-services-contract.pdf> and is incorporated by reference as if fully set forth herein.
- 5.18 The proposed work plan shall be completed in accordance with the Proposal Guidance listed above for the MCH Services Contract as set forth herein by the MCH Services Program. The proposed work plan shall be for the five-year period of October 1, 2026 through September 30, 2031.
- 5.18.1 The proposed work plan shall be based on the priority health issue(s) selected by the LPHA and approved by the Department; shall utilize the Spectrum of Prevention framework; and shall show progressive growth toward an improved coordinated system and be based on interventions that are evidence-based, field-tested, or validated by expert opinion.

- 5.18.2 The MCH Services Program DNC will review, provide technical assistance on the content, and approve the proposed work plan.
 - 5.18.3 If the Contractor desires to make changes to the approved work plan before the end of the contract year, the Contractor shall submit the proposed revised work plan to the MCH Services Program DNC via an electronic email attachment.
 - 5.18.4 The Department reserves the right to clarify or verify any component of the proposed five-year work plan.
 - 5.18.5. The Contractor shall disseminate the final, approved work plan to the community stakeholders.
7. Delete Sections 6.3 through 6.3.8 in entirety and replace with revised Sections 6.3 through 6.3.8 as follows:
- 6.3 The Contractor shall complete and submit the Contract Outcomes Report no later than October 31st of the fifth contract period (FFY2026). The Contract Outcomes Report shall include the following:
 - 6.3.1 System outcomes set forth in the approved work plan have been met or not met.
 - 6.3.2 For any outcome marked “NOT MET” explanation of the barriers or extenuating circumstances that prevented the outcome from being met.
 - 6.3.3 Summary of activities demonstrating progress toward system outcomes.
 - 6.3.4 Description of what has changed in the community as a result of efforts addressing the selected priority health issue.
 - 6.3.5 Completed evaluation plan that will be incorporated into the Contract Outcomes Report, identifying targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), methods for analyzing performance trends, and conclusions.
 - 6.3.6 Compliance with the contract funding and general contract provisions.
 - 6.3.7 Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report.

- 6.3.8 Tangible personal property documenting any equipment purchased with MCH Services contract funding, defined as any single item that has a useful life of more than one year and has a purchase price that exceeds \$5,000.
8. Delete Sections 6.5 through 6.7 in entirety and replace with revised Sections 6.5 and 6.6.
- 6.5 The Contractor, at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require partner-level access to the Department's Missouri Public Health Information Management System (MOPHIMS). The Contractor shall perform verification and updates by emailing the MOHIMS Program Security Officer (PSO) at MOPHIMSUSERGROUP@health.mo.gov and in the Subject Line type "MOPHIMS ACCESS UPDATES" to notify the PSO of employees who are no longer with the LPHA and need to have access removed. To request partner-level access for MOPHIMS, please submit an Automated Security Access Processing (ASAP) request.
- 6.6 The Department reserves the right to make changes on any Department supplied contract reporting forms and formats without the need for a contract amendment. The Department will notify the Contractor of all reporting form changes and provide the Contractor with the new forms.
9. Delete Section 7.4.2 (a) and replace with revised Section 7.4.2 (a) as follows:
- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious unfairness in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
10. Delete Section 7.9.5 (a) in its entirety and replace with revised Section 7.9.5 (a) as follows:
- a. A minimum of 60% of contract funding MUST be spent on implementing the approved FFY2022-2026 contract work plan to address the selected priority health issue(s) and to develop a FFY2027-3031 work plan.
11. Delete Section 8.2 in its entirety and replace with revised Section 8.2 as follows:

- 8.2 The Contractor shall invoice the Department on the Request for Payment form and the Invoicing Tool worksheet. The Invoicing Tool worksheet and Vendor Request for payment form will be provided by the Department via email to the Contractor. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
12. Delete Section 15.2 in its entirety and replaced with revised Section 15.2 as follows:
- 15.2 The Department will provide language to be included when the Contractor issues statements, press releases, requests proposals, solicits bids, and other Health Resources and Services Administration (HRSA) supported publications and forms describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issue briefs.
13. Delete Section 15.2.1 in its entirety.
14. Delete Attachments A, B, D, E and F in entirety and replace with revised Attachments A, B, E, and F which are attached hereto and incorporated by reference as if fully set forth herein.

All other terms, conditions and provisions of the above referenced contract shall remain the same and apply hereto.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
- 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- 6.1.6 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and
- 6.1.7 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <https://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
 - 1.3 If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth. <https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html>.
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
 - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

- 1.7 The Contractor shall promptly notify the Department in writing when there is credible evidence of a violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure to make required disclosures may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
 - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
 - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
 - 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

1.12 Equipment

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$5,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$10,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$10,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

LPHA: Independence Health Department			
Completed By:	Christina Heinen	Date:	8/6/2025
Contact Email:	cheinen@indepmo.org	Phone #:	816-325-7019
FFY2026 Maternal Child Health Services Contract Budget			
Section A			
Total Allowed Contract Amount	60% or more	40% or less	TOTAL
Minimum/Maximum Budget	36,035.88	24,023.92	60,059.80
Planned Budget	60,059.80	0.00	60,059.80
Operational Expenses	54,599.82	0.00	54,599.82
Personnel Services	32,846.50		32,846.50
Fringe Benefits	21,185.99		21,185.99
Travel	0.00		0.00
Supplies	567.33		567.33
Other	0.00		0.00
Equipment	0.00		0.00
Rental/Lease Costs	0.00		0.00
Total Contractual	0.00	0.00	0.00
Subcontract #1			
Subcontract #2			
Subcontract #3			
Subcontract #4			
Subcontract #5			
Total Direct Costs	54,599.82	0.00	54,599.82
Indirect (Administrative Cost) 10%	5,459.98	0.00	5,459.98
MCH Contract Total	60,059.80	0.00	60,059.80
Surplus/Deficit	0.00	0.00	0.00

Section B - CALCULATION ONLY. ENTER AMOUNTS IN SECTION A

Indirect Computation

Operational Expenses	54,599.82	0.00
Contractual	0.00	0.00
Subcontract #1	0.00	0.00
Subcontract #2	0.00	0.00
Subcontract #3	0.00	0.00
Subcontract #4	0.00	0.00
Subcontract #5	0.00	0.00

Operational Expenses Before Indirect

60% or more	40% or less	TOTAL
54,599.82	0.00	54,599.82

Attachment F – Business Associate Provisions

(rev 5-9-2025)

(Health Insurance Portability and Accountability Act of 1996, as amended)

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the Department. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this provision, shall mean the contractor.
 - d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this provision, shall mean the Department.
 - e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. “Health Care” as defined in 45 CFR §160.103, shall mean care, services, or supplies related to the health of an individual. Health care includes but is not limited to, the following:
 - 1) Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - 2) Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.
 - h. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - i. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - j. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - k. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer
- l. "Reproductive Health Care" as defined in 45 CFR §160.103, shall mean health care, as specified above, that affects the health of an individual in all matters relating to the reproductive system and to its functions and processes. This definition shall not be construed to set forth a standard of care for or regulate what constitutes clinically appropriate reproductive health care.
- m. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
- o. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.
4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**
- 6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
- 6.2 The contractor shall not use or disclose Reproductive Health Information, consistent with 45 CFR §164.502(a)(5)(iii), for any of the following purposes:
 - 1) Conducting a criminal, civil, or administrative investigation into or imposing criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care, where such health care is lawful under the circumstances in which it is provided.
 - 2) Identifying any person for the purposes of conducting such investigation or imposing such liability.
 - 3) The contractor shall comply with the attestation requirements of 45 CFR §164.509 for any use or disclosure of Protected Health Information (PHI) potentially related to reproductive health care.
- 6.3 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- 6.4 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

- 6.5 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- 6.6 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- 6.7 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 6.8 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
- 6.9 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.
7. **Obligations and Activities of the Contractor**
- 7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- 7.2 The contractor shall use appropriate administrative, physical and technical safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45

CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.

- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) calendar days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
 - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this provision.
8. **Obligations of the Department**
- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.
10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	51089	State: 0%	\$0.00	Federal: 100%	\$291,553.31
Contract Title:	MATERNAL CHILD HEALTH SERVICES				
Contract Start:	10/1/2021	Contract End:	9/30/2026	Amend#: 05	Contract #: DH220051089
Vendor Name:	INDEPENDENCE CITY HEALTH DEPARTMENT				
CFDA: 93.994	Research and Development: N				
CFDA Name:	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION				
Federal Award:	1B04MC40144-01, 6B04MC40144-01				
Federal Award Name:	MATERNAL AND CHILD HEALTH SERVICES				
Federal Award Year:	2021	DHSS #: 21MCH		Federal Obligation:	\$57,926.23
CFDA: 93.994	Research and Development: N				
CFDA Name:	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION				
Federal Award:	1B04MC45226-01, 6B04MC45226-01				
Federal Award Name:	MATERNAL AND CHILD HEALTH SERVICES				
Federal Award Year:	2022	DHSS #: 22MCH		Federal Obligation:	\$0.00
CFDA: 93.994	Research and Development: N				
CFDA Name:	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION				
Federal Award:	1B04MC47428-01				
Federal Award Name:	MATERNAL AND CHILD HEALTH SERVICES				
Federal Award Year:	2023	DHSS #: 23MCH		Federal Obligation:	\$114,585.77
CFDA: 93.994	Research and Development: N				
CFDA Name:	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION				
Federal Award:	6B04MC52935-01				
Federal Award Name:	MATERNAL AND CHILD HEALTH SERVICES				
Federal Award Year:	2024	DHSS #: 24MCH		Federal Obligation:	\$58,981.51



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
CONTRACT FUNDING SOURCES CONTINUED

CFDA: 93.994	Research and Development: N		
CFDA Name:	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES		
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION		
Federal Award:	1 B04MC54558-01		
Federal Award Name:	MATERNAL AND CHILD HEALTH SERVICES		
Federal Award Year: 2025	DHSS #: 25MCH	Federal Obligation:	\$60,059.80

* The Department will provide this information when it becomes available.

Project Description:

The purpose of this contract is to support a leadership role for Local public health agencies at the local level to: build community-based systems and expand the resources those systems can use to respond to priority maternal child health issues; provide and assure mothers and children access to quality services; reduce health disparities for women, infants, and children, including those with special health care needs; promote the health of mothers and infants by assuring prenatal, delivery, and postpartum care for low income, at-risk pregnant women; and promote the health of children by providing preventive and primary care services for low income children.



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711



Sarah Willson
Director

Mike Kehoe
Governor

Dear Contractor:

Please find enclosed your copy of the executed agreement between your organization and the Department of Health and Senior Services.

If you have any questions concerning the agreement, please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov.

Enclosure

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-109 **1R** An ordinance authorizing the acceptance of funding from the State of Missouri, through a recipient award from the Department of Elementary and Secondary Education, which allocates \$15,500.00 to the City of Independence, Missouri, for a child care health consultation program and adopting amendments to the fiscal year 2025-2026 budget, which was approved by Ordinance no. 19682. **1R Read**

Recommendations:

Staff recommend approval of this item.

Background:

The adopted budget appropriated \$14,450 for the child care health consultation program for the Health & Animal Services Department; however, the final contract was approved for \$15,500, an increase of \$1,050. This ordinance appropriates the increased amount only.

Emergency Justification:**Fiscal Impact:**

Increased revenues in the Grant Fund (015) in the amount of \$1,050.00 for the Health & Animal Services Department's child care health consultation program to total \$15,500 and increased appropriations in the Grant Fund (015) in the amount of \$1,050 to total \$15,500 for child care health consultation grant program.

Council Action:

Department / Contact	Health /
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REVIEWERS

Christina Heinen
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Grants Appropriations Ordinance IHAS CCHC 15500
2. Grant Award Letter CCHC26City of Independence

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE STATE OF MISSOURI, THROUGH A RECIPIENT AWARD FROM THE DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION, WHICH ALLOCATES \$15,500.00 TO THE CITY OF INDEPENDENCE, MISSOURI, FOR A CHILD CARE HEALTH CONSULTATION PROGRAM AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

WHEREAS, the City wishes to partner with the State of Missouri to implement a child care health consultation grant program in Independence; and,

WHEREAS, the adopted Operating and Capital budgets for the 2025-26 fiscal year were approved by the City Council by Ordinance No. 19682; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Increased revenues in the Grant Fund (015) in the amount of \$1,050.00 for the Health & Animal Services Department's child care health consultation program to total \$15,500 and increased appropriations in the Grant Fund (015) in the amount of \$1,050 to total \$15,500 for child care health consultation grant program.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

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

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

Source is: As Indicated Above

Interim City Manager

Director of Finance and Administration
City of Independence, Missouri

TO: City of Independence Health Department Administrator/Director

FROM: Lisa Ivy, Office of Childhood

DATE: July 31, 2025

RE: Grant Award #CCHC260034 for the Child Care Health Consultation Program

This letter is to serve as an award letter for funding the Child Care Health Consultation (CCHC) Program for Federal Fiscal Year (FFY) 2026 (October 1, 2025 – September 30, 2026). The Department of Elementary and Secondary Education (DESE or Department), Office of Childhood will provide funding up to \$15,500.00 during FFY26 (October 1, 2025-September 30, 2026) to City of Independence Health Department for the City of Independence. These funds will be used to support the CCHC Program purpose and services, which are listed in greater detail below. The award letter is valid from October 1, 2025-September 30, 2026.

CCHC Program Purpose:

The purpose of the CCHC Program is to enhance child care health, mental health, safety, and wellness practices for child care providers, children who are ages newborn to kindergarten entry enrolled in child care, and their families, through the implementation of CCHC Program services. The purpose of the CCHC Program is also to assist the Department in delivering services in accordance with *Caring for Our Children National Health and Safety Performance Standards: Guidelines for Early Care and Education Programs*, at <https://nrckids.org/CFOC>, which outlines the role of a Child Care Health Consultant and the guiding principles that ensure all children have the ability to thrive in safe and healthy environments. Child care providers, enrolled children, and parents and guardians of children in child care are encouraged to participate in any CCHC Program service provided.

CCHC Program Services:

Your agency shall designate at least one Registered Nurse (RN) to serve as the Primary Child Care Health Consultant (Primary Consultant), coordinate the CCHC Program, and be a CCHC Program trainer. Additional Local Public Health Agency (LPHA) staff with relevant education, experience, and expertise may also be CCHC Program trainers and provide services under the oversight of a Primary Consultant. CCHC Program services will be provided by CCHC Program trainers and are discussed in greater detail in Attachment A.

The Primary Consultant shall complete CCHC Program orientation with the CCHC Program Coordinator or other Department designee. Additional CCHC Program trainers are also encouraged to complete orientation. The Primary Consultant shall complete the annual year opening webinar conducted by the CCHC Program Coordinator or view the webinar recording. This webinar provides an annual review of CCHC Program updates. Your agency shall notify the department of a change to the Primary Consultant within 30 days of any change.

CCHC Program trainers shall not provide direct clinical services with CCHC Program funding (e.g., injections, blood tests, health screenings, etc.). CCHC Program trainers and other LPHA personnel shall

not conduct CCHC Program services in conjunction with LPHA inspection activities. Your agency is responsible for assuring that all personnel are appropriately qualified and licensed or certificated as required by state, federal or local law, statute or regulation, respective to the services to be provided through this grant; and documentation of such licensure or certification shall be made available upon request.

CCHC Program services shall be provided to child care programs that are licensed, license-exempt, contract with the child care subsidy program, or to child care or preschool rooms in public schools. Prior approval is needed from the Department to serve a child care program that does not fit this definition. CCHC Program services shall be delivered in accordance with *Caring for Our Children National Health and Safety Performance Standards: Guidelines for Early Care and Education Programs*, at <https://nrckids.org/CFOC>. CCHC Program services shall also include guidance that follows Missouri's Child Care Regulations, is culturally competent, and considers the inclusion of adults and children of all abilities. CCHC Program services shall promote family and community engagement in health, safety, and wellness practices, community health services, and community resources. Each approved CCHC Program trainer is encouraged to make referrals to outside resources, such as MO HealthNet for Kids, developmental screening, Women Infant and Children (WIC), immunizations, etc., when applicable. Health and Safety Consultation materials, the Health Issue Training Library, and the Health Promotion Library are located in the CCHC Program file database. Additional tools and references for the CCHC Program are also provided in the database. CCHC Program trainers will obtain access to the database from the CCHC Program Coordinator, and the CCHC Program Coordinator will notify CCHC Program trainers when updated tools and references are posted. Additional CCHC Program information may also be found at <https://dese.mo.gov/childhood/quality-programs/child-care-health-consultation-program>.

Financial Information:

Funding will be from the Child Care and Development Block Grant, CFDA #93.575 and/or the Title V Maternal and Child Health Block Grant to the States, CFDA #93.994. This project is funded in part by the Missouri Department of Health and Senior Services Title V Maternal Child Health Services Block Grant and is supported by the Health Resources Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant #B04MC52935, Maternal and Child Health Services for \$12,742,189, of which \$0 is from non-governmental sources. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

Contractors shall recruit and retain qualified public health professionals to assure a workforce that possesses the knowledge, skills, and experience to meet unique Maternal Child Health (MCH) population needs. All Contractor employees, including subcontracted employees, supported with CCHC Program funding shall complete designated MCH orientation and initial and ongoing MCH training requirements within required time frames as directed by the MCH Director and/or CCHC Program Coordinator. Documentation of training completion shall be maintained on file and submitted as part of award reporting.

The Office of Childhood reserves the right to adjust the award amount based on available funding. If this amount is changed, your agency will be notified immediately in writing. Funds must be obligated and spent for the award year starting October 1, 2025, and ending September 30, 2026. Any funds not expended by September 30, 2026, are forfeited and do not carry over into the next award year. Your agency must notify the Department by July 1, 2026, if you are unable to expend your full CCHC Program award amount by September 30, 2026.

Please see Attachment B for additional budget information. Please complete and submit Attachment B by September 1, 2025. If greater than 10% of your total budget needs to be shifted between budget categories after you have submitted your Budget Worksheet, you will need to submit a Budget Worksheet revision to be approved by the CCHC Program Coordinator.

To seek payment, please submit a signed, dated DESE Invoice form along with the invoicing tool for calculating indirect costs, to ChildhoodInvoices@dese.mo.gov or CCHCProgram@dese.mo.gov by the quarterly due dates listed below. Your agency shall submit a zero dollar DESE Invoice form for any quarter in which CCHC Program services were not provided. Your agency is also required to submit quarterly programmatic service log reports for documentation of the delivery of Health and Safety Consultation, Health Issue Training, and Health Promotion services. These reports must be submitted to the CCHC Program to either ChildhoodInvoices@dese.mo.gov or CCHCProgram@dese.mo.gov by the quarterly due dates listed below. The Department reserves the right to withhold payment on a current or future invoice if the agency's service log report has not yet been submitted to the CCHC Program team. Your agency is required to use CCHC Program funds to provide CCHC Program services during the Grant Award period, and not only indirect delivery of services hours. If the Department denies a request by the recipient for payment or reimbursement, the Department will provide the recipient with written notice of the reason(s) for denial. The Department shall have no obligation to pay any invoice submitted after the due date. If your agency is overpaid by the Department, your agency shall provide DESE with a check, payable as instructed by DESE in the amount of the overpayment, or deduct the overpayment from future invoices.

Quarter Start Date:	Quarter End Date:	Quarterly Reports Due Date: (Invoice, Invoicing Tool, and Service Log Report)
October 1, 2025	December 31, 2025	January 15, 2026
January 1, 2026	March 31, 2026	April 15, 2026
April 1, 2026	June 30, 2026	July 15, 2026
July 1, 2026	September 30, 2026	October 8, 2026

The Department reserves the right to monitor program expenses throughout the award period to ensure compliance with program purpose and services provided. The Department may implement a corrective action plan if deemed necessary based on the results of financial monitoring. The recipient shall maintain and submit upon request detailed supporting documentation for all expenditures submitted for reimbursement. The recipient shall retain all records pertaining to the program for a period of five years from the expiration date of the grant award period.

Please see below for the list of contacts for the award:

Type of Contact	Name	Email
Primary Program Contact	Ashleigh Young, MEd CCHC Program Coordinator	CCHCProgram@dese.mo.gov
Alternate Program Contact	Vacant CCHC Program Assistant	CCHCProgram@dese.mo.gov
Financial Contact	DESE Childhood Finance	ChildhoodInvoices@dese.mo.gov

I hope this letter provides adequate documentation for you to proceed with providing CCHC Program services. We look forward to our continued collaboration with the CCHC Program and value the work you do for our child care providers, children, and families.

Sincerely,

Lisa Ivy,
Office of Childhood
cc:
Sara Mallory

Enclosure

Attachment A: CCHC Program Services Chart

Attachment B: FFY26 CCHC Budget Worksheet

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-110 1R An ordinance authorizing council action to execute an agreement with the Missouri Department of Social Services, Family Support Division at Jefferson City, Missouri, for participation in the Low-Income Home Energy Assistance Program (LIHEAP) during fiscal year 2025-2026 and subsequent years through September 30, 2028; and declaring an emergency. 1R **Emergency Item passes 7-0 Ord. No. 19753**

Recommendations:

Council approval is recommended.

Background:

The City of Independence has been in agreements with the Missouri Department of Social Services, Family Support Division for the Low-Income Home Energy Assistance Program (LIHEAP), for many years. LIHEAP helps eligible Missourians pay their home energy bill. LIHEAP also provides emergency services to those in crisis.

To qualify for the LIHEAP program, applicants must meet the following requirements:

Be a Missouri resident

Be a U.S. citizen or be legally admitted for permanent residence

Live in the household, be responsible for paying the utility bill, must be over 18 and included on the application

Have \$3000 or less in bank accounts, investments or retirement accounts

Meet specific income guidelines

For Jackson County, Missouri, the application process is administered by Mid-America Assistance Coalition (MAAC). Applicants apply online for the funds through MAAC, supply documentation, then MAAC submits the request to the City of Independence for customer balances. If the application is approved and a pledge is granted to the customer, the City suspends disconnects for 30 days, but the customer must pay the water/sewer portion of the bill during this time.

The City is seeking a contract again for this program.

Emergency Justification:

The previous agreement expired on September 30, 2025.

Fiscal Impact:

There is no fiscal impact on the city because of this program.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

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

ATTACHMENTS:

1. IPL - Low Income Home Energy Assistance Program (LIHEAP) Ordinance 2025-2028 (002)
2. LIHEAP supplier-agreement 10272025
3. Ord. No. 19753

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING COUNCIL ACTION TO EXECUTE AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF SOCIAL SERVICES, FAMILY SUPPORT DIVISION AT JEFFERSON CITY, MISSOURI, FOR PARTICIPATION IN THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM DURING FISCAL YEAR 2025-2026 AND SUBSEQUENT YEARS THROUGH SEPTEMBER 30, 2028; AND DECLARING AN EMERGENCY.

WHEREAS, The State of Missouri, through the Division of Family Support of the Department of Social Services at Jefferson City, is authorized under Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (PL 97-35) as amended by the Title VI of the Human Services Reauthorization Act of 1984 (PL 98-558), of 1986 (PL 99-425), of 1990 (PL 101-501), 1994 (PL 103-252) and 1998 (PL 105-258).

WHEREAS, The Division of Family Support has developed an agreement procedure through which the Division of Family Support will make payment on behalf of the eligible clients directly to Energy Suppliers; and,

WHEREAS, the City of Independence is an Energy Supplier as identified under the agreement procedure; and,

WHEREAS, the City of Independence wishes to contract again for this program which was authorized last prior to COVID-19 to provide energy assistance to those residents who are qualified for the Low Income Home Energy Assistance Program (LIHEAP) by the Division of Family Support under this program;

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 hereby authorized and directed to execute for and on behalf of said City, an agreement with the Missouri Division of Family Support for participation in the Low Income Home Energy Assistance Program (LIHEAP) for the 2025-2028 home heating seasons through September 30, 2028, said agreement being attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That this ordinance in the judgment of the Council is deemed to be of an urgent nature and that its immediate passage is necessary for the preservation of public peace, property, health, safety and welfare of the residents of the City of Independence and action is necessary for the reason that the program started October 1, 2025.

PASSED AS AN EMERGENCY 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

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
SUPPLIER AGREEMENT
BETWEEN
MISSOURI DEPARTMENT OF SOCIAL SERVICES
FAMILY SUPPORT DIVISION
and
HOME ENERGY SUPPLIER**

1. Purpose

- 1.1 This agreement, made by and between the Department of Social Services, Family Support Division (hereinafter referred to as the Department) and the Home Energy Supplier stated below, (hereinafter referred to as the supplier) shall be as follows:

City of Independence - UCS

(Name of Company)

Missouri's Low Income Home Energy Assistance Program (LIHEAP) Energy Assistance (EA) and Energy Crisis Intervention Program (ECIP) is authorized under Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (PL 97-35) as amended by the Title VI of the Human Services Reauthorization Acts of 1984 (PL 98-558), of 1986 (PL 99-425), of 1990 (PL 101-501), 1994 (PL 103-252) and 1998 (PL 105-258).

2. Definitions

- 2.1 **Credit Balance** – any surplus of funds remaining on the account of an eligible customer created as the result of a LIHEAP payment to the supplier at the conclusion of the appropriate program period defined in the agreement.
- 2.2 **Eligible Customer** – a household that has applied and been determined eligible for LIHEAP assistance benefits by the Department or LIHEAP contractor, has an active account with the supplier, and a payment pledge from the contractor has been accepted by the supplier.
- 2.3 **Home Energy for purpose of LIHEAP** – includes fuel oil, tank propane, natural gas, or electricity utilized as the source of heating, or cooling, or both for a residential dwelling occupied by an eligible customer. Cylinder propane qualifies as a home heating fuel, but payment shall always be made directly to the eligible customer. If a cylinder propane user is incorrectly coded as a tank propane user by the LIHEAP contractor, the supplier must not accept payment on behalf of this customer.
- 2.4 **LIHEAP Contractor** – entities contracted with the Department to provide eligibility determination for program participation in accordance with applicable state statutes, federal regulations and the Department's current FFY LIHEAP Policy and Procedures Manual.
- 2.5 **Payment** – a line of credit payment to the supplier equal to the maximum subsidy per eligible customer as set forth in this agreement can be found on the Department of Social Services (DSS) LIHEAP website at <https://dss.mo.gov/fsd/energy-assistance/pdf/liheap-supplier-manual.pdf>

3. Terms of Agreement/Modifications

- 3.1 The agreement period is Date of award, through September 30, 2028. This agreement shall not bind, nor purport to bind, the Department for any commitment in excess of the original agreement period. This agreement shall become **effective upon signature** by authorized representatives of the supplier and the Department and shall apply to home energy fuels delivered or provided to eligible customers under LIHEAP in accordance with the following program periods:
- a. Natural Gas and Electricity – home energy consumed beginning on or after October 1st of each year and ending no later than the end of the first billing cycle for an eligible customer after September 30th of each year.
 - b. Fuel Oil and Tank Propane – home heating energy delivered to an eligible customer beginning October 1st of each year and ending no later than September 30th of each year.

- 3.2 Changes to this agreement must be made by a formal agreement amendment signed and approved by and between the duly authorized representative of the supplier and the Department prior to the effective date of such modification. No other document, including correspondence, e-mail, acts, or oral communications by or from any person, shall be used or construed as an amendment or modification to the agreement.
- 3.3 This document expresses the complete agreement of the parties. Performance of the agreement shall be governed solely by the specifications and requirements contained in the agreement. The exclusive venue for any litigation arising under this agreement shall be Cole County, Missouri. This agreement shall be interpreted in accordance with the laws of the State of Missouri.
- 4. Responsibilities of the Department and supplier**
- 4.1 The Department agrees to:
- a. Provide the supplier with a weekly listing of eligible customers (Customer Eligibility Listing or CEL) who have designated the company as their home energy supplier. These listings shall include, at a minimum, the following data elements:
 - 1) Complete name of eligible customer;
 - 2) Complete address of eligible customer;
 - 3) Customer account number provided on the supplier's billing information;
 - 4) Amount of payment the Department will make on behalf of each eligible customer whose name appears on the listing; and
 - 5) Social Security Number of the customer supplied by the Department.
 - b. The Department shall transmit the information specified via secure file transfer protocol or another secure data transfer method to be determined by the Department. Data must be encrypted at rest and in transit. A data transfer request must be approved by the Department and Office of Administration-Information Technology Systems Division (OA-ITSD) before any data is shared or exchanged.
 - c. The Department will establish a secure method for exchanging the files with the Supplier via encrypted box account or file transfer protocol (FTP).
 - d. Secure from each eligible customer and from its agents or contractors, written authorization for the release of information concerning the eligible customer's account with the supplier.
- 4.2 The supplier agrees to:
- a. Require any of its districts, regional or local companies who provide services to eligible customers in Missouri, to comply with all provisions of this agreement. The supplier must complete Exhibit 1 – Supplier Information and submit with the signed agreement, the complete name and address of any sub-suppliers who will be involved under the terms of this agreement.
 - b. As conditions for receiving payment for its eligible customers under Missouri's Low Income Home Energy Assistance Program, the supplier:
 - 1) Shall not discriminate with regard to the terms or conditions of the sale, availability of credit, delivery or price of home energy fuels offered to eligible customers in relation to its other residential customers;
 - 2) Shall return Customer Eligibility Listings (CEL's) to the Department within fifteen (15) calendar days after they are received, indicating whether or not the LIHEAP payment to be made on behalf of the eligible customer will be accepted by the supplier. If the supplier notifies the Department that they will not accept payment on behalf of a particular eligible customer for reasons other than those stipulated in this agreement, payment will automatically be made to the eligible customer. If the supplier **fails to return** a CEL within a **thirty (30) calendar day** timeframe, **direct payments** will be made to **all customers** who appeared on said listing;
 - 3) Shall accept the LIHEAP payment to be made on behalf of an eligible customer; LIHEAP will cover fees such as reconnect fees, deposits, tank (pressure) tests, off-route delivery fees, rental fees, tank pick-up/removal fees, etc. It will not cover tampering charges, supplier responsibility fees, and electrical wiring fees.

- 4) Shall credit, through normal billing process, the full amount of the LIHEAP pledge received to an eligible customer's account. The supplier may apply any portion of the received LIHEAP pledge to an eligible customer's previous account balance, provided the pledge will continue/restore services for at least thirty (30) calendar days after the LIHEAP pledge is applied to the eligible customer's previous account balance;
- 5) Should make an effort to offer eligible customers, on whose behalf the Department has made payment, a deferred payment plan for any balance due on their account that exceeds the amount made by the Department; consider continued provision of home energy fuel to the eligible customer who maintains their deferred payment plan that was negotiated for the duration of this agreement;
- 6) Shall provide home energy fuels in the amount at least equivalent to the amount of pledge made by the Department on behalf of the eligible customer; restore or continue service during the service period covered by the payment for at least thirty (30) calendar days from the date of the accepted pledge made on behalf of the eligible customer for whom the supplier has agreed to accept the LIHEAP pledge;
- 7) Should consider waiving deposits, name change or late payment fees for an eligible customer for whom the supplier agrees to accept a LIHEAP payment;
- 8) Shall not transfer any portion of the LIHEAP payment made on behalf of an eligible customer to any other customer's account;
- 9) Shall notify each eligible customer in writing of the amount of any credit balance remaining on their account as a result of the LIHEAP payment, no later than the end of the first billing cycle for the eligible customer after September 30th of each year. In the case of payments received after September 30th notification of any credit balance must be made no later than the next regular billing cycle for the customer on whose behalf the LIHEAP payment is received.
- 10) Shall refund any LIHEAP credit balance remaining on an eligible customer's account to the Department and any remaining customer credit balance directly to the customer, when the customer voluntarily terminates service with the supplier or leaves the supplier's designated service area, no later than sixty (60) calendar days after their final billing statement or by March 31st of the following program year.
- 11) In the event an eligible customer moves from a rental property, where LIHEAP funds were utilized to fill a propane tank, the fuel may remain in the tank belonging to the landlord of the rented property if the landlord pays for the remaining balance. Suppliers will be allowed to remove the propane and deduct removal fees and issue a refund of the remaining balance to the Department. Credits or refunds will not be issued to the eligible customer.
- 12) In the event the designated customer dies during the program coverage period and the credit balance on their account is not used by a surviving household member over the age of eighteen (18) at the same address, it will be refunded to the Department. Any credit balances that cannot be utilized under the terms of this agreement will be refunded to the Department no later than March 31st of the following program year.
- 13) Shall not accept the LIHEAP payment on behalf of customers with the following account status:
 - Inactive Account (Natural Gas and Electric): an account on which service was terminated prior to October 1st of each year or later and the supplier does not agree to restore or continue service to this customer under the provisions of this agreement;
 - Inactive Account (Fuel Oil and Tank Propane): an account on which no purchases of home heating fuel were made in the six (6) month period immediately preceding October 1st of each year;
 - Commercial Account: an account identified by the supplier via rate structures or other means, as generally being utilized by a commercial business;
 - Not Our Customer: an account which the supplier is unable to identify via existing records as being a customer of the company;
 - Invalid Account Number: an account which the supplier is unable to identify via existing records the customer account number;

- Needs Additional Payment: an account on which the supplier needs additional funds to restore and continue services;
- Negative Customer Response: an account which the supplier is able to verify, but the customer failed to call and make an appointment to restore services;
- Credit on Account Response (Natural Gas and Electric): an account, which the supplier verifies a credit of \$500 or more exists.

14) Must utilize the identifying information below concerning eligible customers served when corresponding with the Department:

- Complete name of eligible customer (account holder);
- Complete address of eligible customer;
- Customer account number of eligible household; and
- Social security number of the customer supplied by the Department.

5. Payments

- 5.1 The Department agrees to provide payment to the supplier within fifteen (15) calendar days for those customers whom the supplier has agreed to accept payment.
- a. Failure to submit the EA CELs within the time frames set forth in this agreement may delay payment.
- 5.2 The supplier should participate in the Department's direct deposit program and to complete an Automatic Clearing House/Electronic Funds Transfer (ACH/EFT) application.
- 5.3 The supplier agrees to accept ECIP payments forty-five (45) calendar days after a pledge is made for an eligible household.
- 5.4 If funds for payment of home energy costs of eligible customers are not sufficient to permit the Department to reimburse the supplier in accordance with the payment maximums specified on DSS LIHEAP website at <https://dss.mo.gov/fsd/energy-assistance/pdf/liheap-supplier-manual.pdf> the Department will prorate payments to the supplier on the basis of the total obligations for energy costs of all eligible customers in Missouri and the amount of funding available to meet these obligations. The Department will utilize this procedure until all available funding for the payment of energy costs of eligible customers has been expended.

6. Monitoring/Reporting

- 6.1 The Department is required to perform a review of actual usage data of eligible customers served during the program year. The Department will provide a report to Natural Gas, Electricity, and Tank Propane suppliers at the end of the regular season. The supplier shall submit to the Department actual usage data for each eligible customer in each billing cycle or calendar month of the pertinent period set forth under the program period defined in this agreement. Actual usage data submitted shall include:
- a. The complete name and address of each eligible customer;
 - b. The customer's account number;
 - c. The Social Security Number of each customer;
 - d. The number of units of home energy consumed during each billing cycle or calendar month of the appropriate program coverage period defined in this agreement;
 - e. The total actual costs for the number of units of home energy consumed by each eligible customer during each billing cycle or calendar month of the program coverage period;
 - f. The amount of any credit balance remaining on the account of an eligible customer at the end of the first billing cycle for an eligible customer after September 30th of each year; and
 - g. The amount of an eligible customer's outstanding account balance at the time the supplier agreed to accept the LIHEAP payment if the supplier used the payment in accordance with this agreement.

7. Confidentiality

- 7.1 The supplier shall understand that all discussions with the supplier and all information gained by the supplier as a result of the supplier's performance under this agreement shall be confidential. The supplier

shall not release reports, documentation, or material prepared required by this agreement without the prior written consent of the Department.

- 7.2 The Department shall only use information provided by the supplier about the account of an eligible customer for administering LIHEAP. The Department shall obtain the same agreement from any of its suppliers.
- 7.3 The supplier agrees not to use or disclose any information related to its eligible customers to any parties except the Department in accordance with all applicable state and federal laws dealing with privacy and confidentiality of information related to eligible customers of LIHEAP. This agreement shall immediately be declared null and void, if the supplier is determined to be out of compliance with privacy and confidentiality laws.
- 7.4 The supplier shall ensure that all persons in its employ, who are authorized to have access to or use information obtained from the Department, understand the conditions of this agreement. In the case of information obtained electronically or by using the web-based access, the authorized employee attests to such understanding in writing by signing a DSS/FSD Security Access and Confidentiality Agreement form. Availability of this information must be limited to employees with a "need to know". Access to information from the Department will be denied if the supplier is determined to be out of compliance. This agreement shall be declared null and void if the supplier is determined to be out of compliance.
- 7.5 The supplier shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided by the agreement. Such safeguards shall include, but not limited to:
- a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
 - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
 - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the agreement;
 - d. Policies and procedures implemented by the supplier to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.
- 7.6 Substance Abuse Records- 42 U.S.C. §§290dd-2 and 42 C.F.R. Part 2.1 governs the confidentiality of substance abuse records and provides for specific mechanisms to obtain such records and the information therein. Any records and information that may be maintained by the Department or contractor concerning confidential drug or alcohol treatment or for any medical, psychological, or psychiatric treatment would be released by the consent of the recipient of the treatment. Those releases do not permit the Department/contractor to further release that information without the consent of the patient unless authorized by court order entered pursuant to procedures set out at 42 C.F.R. §2.61 et seq.
- a. The Department of Health and Human Services issued a final rule which substantially revises 42 C.F.R. Part 2. The final rule went into effect April 16, 2024, and will be phased in over a two-year period. As the final rule is phased in over the two-year period, the Department reserves the right to revisit and alter the rights and duties of the above paragraph as necessary during the term of contract/agreement to ensure continued compliance with the final rule. The final rule may be viewed at <https://www.federalregister.gov/documents/2024/02/16/2024-02544/confidentiality-of-substance-use-disorder-sud-patient-records>.
- 7.7 The supplier agrees to maintain, and upon request of the Department, permit authorized representatives of the Department and other Federal or State agencies as may require such information, to have access to such records as may be necessary to confirm the supplier's compliance with the provisions of this agreement. The supplier agrees to retain all books, records, and other documents relevant to this agreement for a minimum of five (5) years or until litigation, claim, negotiation, audit, or other action

involving the records that was initiated prior to the expiration of this five (5) year period has been completed.

8. Fraud Prevention and Reporting

- 8.1 The supplier shall report any financial fraud or abuse or misconduct in the administration of LIHEAP to the Department. The supplier shall call 877-770-8055 or report by email at DLS.ReportVendorFraud@dss.mo.gov. Suppliers shall cooperate with all Department investigations of suspected fraud or abuse or misconduct.
- 8.2 The supplier may be prosecuted under applicable federal and state law for false claims, statements or documents or concealment of material fact.

9. Termination

- 9.1 Termination of this agreement may occur by either party terminating its duties under this agreement upon provision of thirty (30) calendar days written notice to the other, except that the duties of Section 4.2b 9 through 13, 5.3 and 6.1 shall survive.
- a. It is understood and agreed upon that in the event funds or appropriation authority from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the Department, the obligation of each party hereunder shall thereupon be terminated immediately upon receipt of written notice from the Department;
 - b. This agreement may be terminated immediately by written notice for cause related to the adequacy of performance. Any written notification shall be effective upon deposit in the mail; and
 - c. The supplier shall not incur new obligations for the terminated portion of the agreement after the effective date of the termination for cause. The supplier shall cancel as many outstanding obligations as possible.

10. Affidavit of Work Authorization and Documentation:

- 10.1 Pursuant to section 285.530, RSMo, if the supplier meets the section 285.525, RSMo definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525&bid=14999&hl=>), the supplier must affirm the supplier's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The supplier shall complete applicable portions of the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of exhibit and any required documentation must be submitted prior to award this agreement.

11. Debarment Certification

- 11.1 The supplier certifies by signing the signature page of this original document and any amendment signature page(s) that the supplier is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
- 11.2 The supplier must complete and submit the exhibit titled Certification Regarding Debarment prior to award of this agreement.

12. Business Compliance

- 12.1 The supplier must comply with the laws regarding conducting business in the State of Missouri. The supplier certifies by signing the signature page of this original document and any amendment page(s) that the supplier and any proposed subcontractors either are presently in compliance with such laws or shall comply with such laws prior to any resulting agreement. The supplier shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable);
 - b. Certificate of authority to transact business/certificate of good standing (if applicable);
 - c. Taxes (e.g., city/county/state/federal);

- d. State and local certifications (e.g., professions/occupations/activities);
- e. Licenses and permits (e.g., city/county license, sales permits); and
- f. Insurance (e.g., worker's compensation/unemployment compensation).

12.2 The supplier must complete and submit the exhibit titled Registration of Business Name with the Missouri Secretary of State prior to award this agreement.

12.3 In the event the supplier contracts with any other party (subcontractor) to carry out the terms of this agreement, the agreement between the supplier and said other party, shall incorporate by reference and specify that said other party the subcontractor is currently in compliance with this agreement.

13. HIPAA:

13.1 The Department is subject to and must comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.

13.2 The supplier shall be a "Business Associate" of the Department, as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103, and shall comply with the provisions of the Business Associate Agreement attached hereto on Attachment A.

Any and all references to 'Contractor' within the incorporated Attachments and Exhibits shall be interpreted as referring to the Home Energy Supplier (company) entering into this agreement.

This agreement and any attachments thereto set forth all promises, agreements, and understandings between the Department and the supplier. No alterations, modifications, or amendments of this agreement shall be binding upon either party unless it has been reduced to writing and properly executed by authorized representatives of both parties. In witness thereof, the Department and the supplier hereby execute this agreement.

Authorized Representative of Supplier

Authorized Representative of the
Department of Social Services

Date

Date

Attachment A – Business Associate Agreement

(rev 9-2-2025)

(Health Insurance Portability and Accountability Act of 1996, as amended)

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the Department. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
2. The contractor agrees that for purposes of the Business Associate Agreement contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
 - e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. “Health Care” as defined in 45 CFR §160.103, shall mean care, services, or supplies related to the health of an individual. Health care includes but is not limited to, the following:
 - 1) Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - 2) Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.
 - h. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - i. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - j. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - k. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer
 - l. “Reproductive Health Care” as defined in 45 CFR §160.103, shall mean health care, as specified above, that affects the health of an individual in all matters relating to the reproductive system and to its functions and processes. This definition shall not be construed to set forth a standard of care for or regulate what constitutes clinically appropriate reproductive health care.

- m. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Agreement.
 - n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - o. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.
4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**
- 6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
- 6.2 The contractor shall not use or disclose Reproductive Health Information, consistent with 45 CFR §164.502(a)(5)(iii), for any of the following purposes:
- 1) Conducting a criminal, civil, or administrative investigation into or imposing criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care, where such health care is lawful under the circumstances in which it is provided.
 - 2) Identifying any person for the purposes of conducting such investigation or imposing such liability.
 - 3) The contractor shall comply with the attestation requirements of 45 CFR §164.509 for any use or disclosure of Protected Health Information (PHI) potentially related to reproductive health care.
- 6.3 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA, and the regulations promulgated thereunder.
- 6.4 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- 6.5 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- 6.6 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- 6.7 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 6.8 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
- 6.9 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.
7. **Obligations and Activities of the Contractor**
- 7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

- 7.2 The contractor shall use appropriate administrative, physical and technical safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) calendar days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

- 7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) calendar days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
 - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under this agreement for a minimum of six (6) years as specified in 45 CFR Part 164.
- 7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Agreement of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this agreement.
8. **Obligations of the Department**
- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
 - a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.
10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

EXHIBIT 1- SUPPLIER INFORMATION

PLEASE COMPLETE THE INFORMATION BELOW AND RETURN WITH THE SIGNED AGREEMENT AND ALL EXHIBITS. THE DEPARTMENT WILL COMPLETE THE LAST LINE AND RETURN WITH THE SUPPLIER COPY OF THE SIGNED AGREEMENT.

Please attach a complete listing of all your branch offices, including their names, address, telephone and fax numbers and current e-mail addresses.

COMPANY NAME City of Independence - UCS

COMPANY MAILING ADDRESS 17221 E 23rd St

CITY Independence STATE MO ZIP CODE 64057-1822

COUNTY Jackson

TELEPHONE NUMBER (816)-325-7930

FAX NUMBER (816)-325-7684

E-MAIL ADDRESSES (Primary) ucs@indepmo.org

(Other) jroyalty@indepmo.org

(Other) cmcdonald@indepmo.org

(Other) dclark@indepmo.org

(Other) _____

(Other) _____

TYPES OF FUEL PROVIDED Electricity, Water, Sewer

For Department Use Only:

Supplier Number Assigned: _____

Exhibit # 2:

Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

Business Entity Certification:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <https://www.uscis.gov/e-verify>.

BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – Currently Not a Business Entity

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

☐

I am a self-employed individual with no employees; **OR**

☐

The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if

_____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status

changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity,

_____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Social Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

Exhibit # 2 (continued)

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

Box B – Current Business Entity Status

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.uscis.gov/e-verify>; Phone: 888-464-4218 (ask for Tier 2); Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

Exhibit # 2 (continued)

Affidavit of Work Authorization

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as
_____ (Position/Title) first being duly sworn on my oath, affirm
_____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that
_____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am commissioned as a notary
(DAY) (MONTH, YEAR)
public commissioned as a notary public within the County of _____, State of _____,
(NAME OF COUNTY) (NAME OF STATE)
and my commission expires on _____.
(DATE)

Signature of Notary

Date

Signature of Notary

Date

Exhibit # 2 (continued)

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – Affidavit on File - Current Business Entity Status

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

Exhibit 3 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by 2 CFR Part 180.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name	Unique Entity ID (UEI) #
Authorized Representative's Printed Name	Authorized Representative's Title
Authorized Representative's Signature	Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

FOR STATE USE ONLY Documentation Verification Completed By:

Buyer

Date

EXHIBIT # 4:

Registration of Business Name (if applicable) with the Missouri Secretary of State:

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

If you are doing business as a Sole Proprietorship (must operate business using the owner's true name), you are exempt from registering with the Secretary of State. However, if you are doing business using any other name, you must register with the Secretary of State. *Example: John Smith (owner's true name) operates a business using the name John Smith LP Gas, you must register the business with the Secretary of State.*

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
City of Independence, MO	
If exempt from registering with the Missouri Secretary of State indicate the specific exemption that applies to your business entity.	

If your business entity is not registered, you may go to the link provided below to register:

www.sos.mo.gov/fileonline

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. Sole Proprietorship using the owner's true name.
2. General Business - section 351.572, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
3. Limited Liability Company - section 347.163.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
4. Limited Partnership - section 359.551.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
5. Non-Profit - section 355.751.2, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
6. Professional Corporation - section 356.231, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

corporations@sos.mo.gov or (573) 751-4153 (toll free 866-223-6535)

BILL NO. 25.110

ORDINANCE NO. 19753

AN ORDINANCE AUTHORIZING COUNCIL ACTION TO EXECUTE AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF SOCIAL SERVICES, FAMILY SUPPORT DIVISION AT JEFFERSON CITY, MISSOURI, FOR PARTICIPATION IN THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM DURING FISCAL YEAR 2025-2026 AND SUBSEQUENT YEARS THROUGH SEPTEMBER 30, 2028; AND DECLARING AN EMERGENCY.

WHEREAS, The State of Missouri, through the Division of Family Support of the Department of Social Services at Jefferson City, is authorized under Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (PL 97-35) as amended by the Title VI of the Human Services Reauthorization Act of 1984 (PL 98-558), of 1986 (PL 99-425), of 1990 (PL 101-501), 1994 (PL 103-252) and 1998 (PL 105-258).

WHEREAS, The Division of Family Support has developed an agreement procedure through which the Division of Family Support will make payment on behalf of the eligible clients directly to Energy Suppliers; and,

WHEREAS, the City of Independence is an Energy Supplier as identified under the agreement procedure; and,

WHEREAS, the City of Independence wishes to contract again for this program which was authorized last prior to COVID-19 to provide energy assistance to those residents who are qualified for the Low Income Home Energy Assistance Program (LIHEAP) by the Division of Family Support under this program;

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 hereby authorized and directed to execute for and on behalf of said City, an agreement with the Missouri Division of Family Support for participation in the Low Income Home Energy Assistance Program (LIHEAP) for the 2025-2028 home heating seasons through September 30, 2028, said agreement being attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That this ordinance in the judgment of the Council is deemed to be of an urgent nature and that its immediate passage is necessary for the preservation of public peace, property, health, safety and welfare of the residents of the City of Independence and action is necessary for the reason that the program started October 1, 2025.

PASSED AS AN EMERGENCY THIS 17th 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:


City Clerk

APPROVED AS TO FORM AND LEGALITY:


City Counselor

REVIEWED BY:


City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-111 **1R** An ordinance authorizing and directing the City Manager to sign and execute for and on behalf of the City, a certain Real Estate Purchase Contract for the purchase of a certain tract of land commonly known as 18414 E. Bundschu Road for the construction, operation, and maintenance of the Bundschu Regional Detention Basin (Project No. 132501) for the sum of \$10,580.00; and to execute all documents, disburse funds, and do all things necessary to consummate said purchase. **1R Read**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will authorize the purchase of the property located at 18414 E. Bundschu Road. This undeveloped property will be utilized to improve the City's stormwater system by creating a new detention basin as part of the Bundschu Regional Detention Basin Project (No. 132501). The creation of this basin will reduce the danger of stormwater flooding in the nearby area.

City staff have approached the owner of this property and coordinated with City legal counsel. The terms of sale have been agreed upon by all parties.

This is a budgeted capital project expense.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$10,580. Funding for the Bundschu Regional Detention Basin Project (No. 132501) is included in the FY 2025 budget, on page number 203, in account number 132501-C-0587058-5400.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance for Purchase of 18414 Bundschu - crh
2. Residential Sale Contract - 18414 E Bundschu - crh

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER OF THE CITY OF INDEPENDENCE, MISSOURI, TO SIGN AND EXECUTE FOR AND ON BEHALF OF SAID CITY, A CERTAIN REAL ESTATE PURCHASE CONTRACT FOR THE PURCHASE OF A CERTAIN TRACT OF LAND COMMONLY KNOWN AS 18414 E. BUNDSCHU ROAD FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE BUNDSCHU REGIONAL DETENTION BASIN (PROJECT NO. 132501) FOR THE SUM OF \$10,580.00; AND TO EXECUTE ALL DOCUMENTS, DISBURSE FUNDS, AND DO ALL THINGS NECESSARY TO CONSUMMATE SAID PURCHASE.

WHEREAS, the City of Independence, by virtue of Section 1.4 of the City Charter, has authority to purchase, hold and acquire real estate for public purposes; and

WHEREAS, it is deemed necessary advisable and in the public interest to acquire certain real estate located at 18414 E Bundschu Road.

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

SECTION 1. That the City Manager of the City of Independence, Missouri, shall be and is here authorized and directed to execute for and on behalf of said City a certain real estate purchase contract with The Land Trust of Jackson County, Missouri, for the purchase of certain real estate located at 18414 E Bundschu Road and fully described as Leanne's Place 6th Plat, Tract G, a subdivision in Independence, Jackson County, Missouri, for the construction, operation, and maintenance of The Bundschu Regional Detention Basin Project #132501 for the sum of Ten Thousand Five Hundred and Sixty Dollars (\$10,560.00), pursuant to the terms and conditions of said real estate contract, a copy of which is attached hereto, incorporated by reference thereto and made a part hereof as though full set out herein.

SECTION 2. That the City Manager is further authorized to direct that payment be made there to Alpha Title Guaranty, Inc., as escrow agent, in accordance with the terms and conditions of said real estate purchase contract from any and all funds available for the Bundschu Regional Detention Basin Project #132501, to also pay the fees associated with the closing and the title policy and execute all documents necessary to consummate said sale having the approval of the City Counselor.

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

REAL ESTATE CONTRACT

This Contract is made between **THE LAND TRUST OF JACKSON COUNTY, MISSOURI**, a Missouri Public Corporation acting in a Governmental Capacity, **SELLER**, and **CITY OF INDEPENDENCE, a Missouri Municipal Corporation** **BUYER**,

1. BUYER agrees to purchase, and SELLER agrees to sell the real property legally described as: **LEANNE'S PLACE 6TH PLAT, TRACT G**, a subdivision in Independence, Jackson County, Missouri, commonly known as 18414 E. Bundschu Rd., Independence, Missouri [Parcel No. 16-520-14-27-00-0-00-000], ("Property").
2. The purchase price for the Property is \$10,580.00, which BUYER agrees to pay in cash.
3. Closing shall be completed on or before December 31, 2025 (closing date). SELLER agrees to deliver a special warranty deed conveying title to the Property to BUYER, at closing, unencumbered by any debt, lien, or lease suffered by SELLER. SELLER shall deliver possession of the Property to BUYER on the closing date unless closing date is extended by mutual agreement of BUYER and SELLER.
4. BUYER acknowledges that it does not rely upon any representation, statement, or other assertion with respect to the condition of the property but is relying upon its examination of the Property. BUYER takes the Property in its current physical condition "AS IS" under the express understanding that there are no express or implied warranties (except for the limited warranties of title set forth in this real estate contract). The provisions of this Paragraph shall survive the Closing.
5. BUYER at its cost may obtain and pay for an ALTA title insurance policy insuring marketable fee simple title in BUYER, together with mechanic's lien coverage, in the amount of the purchase price as of the time and date of recording of SELLER'S Special Warranty Deed. BUYER agrees to pay all closing costs of the title company associated with this sales transaction.
9. On or before the closing date, SELLER shall execute and deliver a Special Warranty Deed and all other documents necessary to complete the closing. The Special Warranty Deed shall convey to BUYER title to the Property free and clear of all liens and encumbrances suffered by Seller except as otherwise provided in this Contract.
10. Should BUYER choose to not close this transaction prior to the closing date unless amended by written agreement of the parties, this contract will be terminated and the parties will have no further obligation to each other relating to the Property.
11. BUYER and SELLER agree that there is (are) no real estate broker(s) negotiating this sale. Any party to this contract through whom a claim to any broker's, finder's, or other fee is made contrary to the representation made above in this paragraph, shall indemnify, defend, and hold harmless the other party to this contract from any loss, liability, damage, cost, or expense, including without limitation, reasonable attorneys' fees, court costs, and other

legal expenses paid or incurred by the other party that is in any way related to such a claim. The provisions of this paragraph shall survive closing or termination of this contract.

12. The Property is currently tax exempt so there are no pro rata payment of 2025 property taxes required.
13. This Contract and all attachments hereto, if any, constitute the complete agreement of the parties concerning this property, supersede all previous agreements, and may be modified only by a written agreement signed by the parties.
14. Any notice or other communication required or permitted hereunder may be delivered in person or sent by email, or by certified mail, postage prepaid, to the address set forth in this Contract or such other address or number as shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as of the date and time so delivered in person, or received by email, or mailed. Receipt by an agent of a party to this Contract shall constitute receipt by the party.
15. **This offer shall expire on the 31st day of December 2025, at 6:00 p.m. unless accepted by SELLER or withdrawn by BUYER before that time.**
16. ADDITIONAL TERMS: None.

**WHEN SIGNED BY ALL PARTIES, THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

SELLER:

**The Land Trust of Jackson County,
Missouri
4035 Central Street
Kansas City, Missouri 64111**

**Tel: 816-221-3366
Email: jclandtrust@gmail.com**

**By: _____
Land Commissioner**

Date: _____

BUYER:

**City of Independence

111 E. Maple Ave.
Independence, Missouri 64050**

**Tel: _____
Email: _____**

**By: _____
Title: _____**

Date: _____

This Contract contains two (2) pages and zero (0) addendum.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-112 **1R** An ordinance approving a rezoning from District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (Single-Family Residential) and District R-6/PUD (Single-Family Residential/Planned Unit Development) for the properties located north of Farmer Street, south of Nettleton Avenue, east of Spring Street and west of Main Street. **1R Read**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval to rezone north of Farmer Street, south of Nettleton Avenue, East of Spring Street and West of Main Street from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential) and R-6/PUD (Single-Family Residential/Planned Unit Development). A second was made by Commissioner Ferguson. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes
Commissioner Ferguson – Yes
Commissioner Ashbaugh – Yes
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Yes

The motion passed, and such the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

The City of Independence requests to rezone the subject properties from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential) and R-6/PUD (Single-Family Residential/Planned Unit Development).

Zoning History:

Platted subdivisions Independence Annex, Ott, George Clinton Homesstead, Flournoy's, John Sullivan and Fanny C. Caldwell's additions are located in this area. The southern half of the area was annexed in 1849 and contains the first three and the northern half area was annexed by Independence in 1851 and contains the remainder.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, most of the properties were designated R-4 (High Density Residential). The City adopted its Unified Development Ordinance (Ordinance No. 17339) in 2009, and these properties were labeled zoning classifications of R-30/PUD (High Density Residential/Planned Unit Development).

Proposal:

The City seeks to rezone most of the area properties to R-6 (Single-Family Residential) to better conform with the existing land use and character of the surrounding neighborhood. A dozen others would be rezoned to R-6/PUD (Single-Family Residential/Planned Unit Development) that have nonconforming setbacks that could not easily be corrected given with a total rebuild.

Physical Characteristics of Properties:

The residences in this zoning district vary in era from the 1870's to the 1950's. Most of the single-family homes in this district are of similar size and design.

Characteristics of the Area:

The area around this zoning district encompasses much of the housing north of the square area. The surrounding homes in this area date from the late nineteenth and early twentieth century and are of similar size and design.

ANALYSIS**Consistency with *Independence for All*, Strategic Plan:**

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain residential in use.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Established Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of ...properties."

Construction of this neighborhood predominantly took place in the late nineteenth and early twentieth century. Rezoning these properties retains the character the neighborhood by aligning their land use with their current use. This rezoning supports the preservation and protection of this neighborhood.

Sub-Area Plans:

These properties are not located within any sub-area plan.

Zoning:

The proposed R-6 (Single-Family Residential) and R-6/PUD (Single-Family Residential/planned Unit Development) zoning classifications allow for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). Currently, most of the properties are zoned R-30/PUD (High Density Residential/Planned Unit Development), a zoning classification that allows for two-family and multiple-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions).

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

CIP Investments:

There are no CIP Investments planned for this area at this time.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions Residential Established Neighborhood for the area. Staff feels single-family residential zoning is appropriate given the development of this area historically.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The properties are within the Downtown Redevelopment Area.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

There are nearby R-12 and R-30/PUD zoned properties to the north with one, two and multi-family homes and R-6 and R-30/PUD zoned properties to the east and west with one, two and multi-family homes as well.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-6 and R-6/PUD zoning is compatible with the area's existing housing stock.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

The R-30/PUD zoning is not compatible with existing homes and uses in the area.

6. The length of time the subject property has remained vacant as zoned.

This is not applicable.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

*If rezoning is denied, the property owners and buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this area will reduce nonconformity, in accordance with City Code **Article 8, Chapter 14**.*

Draft Planning Commission minutes are attached.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 25-100-18
2. Staff Report 25-100-18
3. Application_Redacted
4. Notification Letters - External
5. Notification Letters - Internal
6. Notification Addresses - External
7. Notification Addresses - Internal
8. Notification Area Map
9. Notification Affidavit 25-100-18
10. Signed Exploratory Letter
11. Comprehensive Plan Map
12. Zoning Map
13. Planning Commission Meeting Minutes 10-14-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) AND DISTRICT R-6/PUD (SINGLE-FAMILY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) FOR THE PROPERTIES LOCATED NORTH OF FARMER STREET, SOUTH OF NETTLETON AVENUE, EAST OF SPRING STREET AND WEST OF MAIN STREET.

WHEREAS, a request by City of Independence to rezone the properties located north of Farmer Street, south of Nettleton Avenue, East of Spring Street and West of Main Street from District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (Single-Family Residential) and District R-6/PUD (Single-Family Residential/Planned Unit Development) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on October 14, 2025, and rendered a report to the City Council recommending the rezoning be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a vote of approval for the Rezoning of said properties; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described properties are hereby rezoned from District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (Single-Family Residential) shall be subject to the regulations of said district:

INDEPENDENCE ANNEX; N 40' OF S 171' OF W 138.6' LOT 26
LOT 26 DAF: BEG 220' W OF SE COR TH W 55' TH N 131' TH 55'; TH S 131' TO POB
LOT 26 DAF: BEG 131' N OF SE COR TH N 36.5' TH W 191.4' TH S; 36.5' TH E 191.4' TO

POB

N 65' OF S 131' OF E 165' LOT 26

LOT 27 DAF: BEG 77.5' W OF SE COR SD LOT TH W 50' TH N 130'; TH E 50' TH S 130'
TO POB

LOT 26 DAF: BEG AT SE COR TH W 165' TH N 66' TH E 165' TH S TO POB

N 33' OF W 165' OF S 1/2 LOT 27

LOT 26 DAF: BEG 275' W OF SE COR TH W 55.66' TH N 131' TH; E 55.66' TH S 131' TO
POB

LOT 27 DAF: BEG PT 238' N & 27.5' W OF SE COR TH N 31' TH W; 169.5' TH S 31' TH E
169.5' TO POB

LOT 27 DAF: S 31' OF BEG PT 176' N & 27.5' W OF SE COR TH N; 62' TH W 165' TH S 62'
TH E 165' TO POB

LOT 27 DAF: BEG 27.5' W OF NE COR OF S 1/2 TH W 154' TH S; 31' TH E 154' TH N 31'
TO POB

LOT 27 DAF: S 31' OF BEG PT 176' N & 27.5' W OF SE COR TH N; 62' TH W 165' TH S 62'
TH E 165' TO POB

LOT 27 DAF: BEG 269' N & 27' W OF SE COR TH N 31' TH W; 169.5' TH S 31' TH E 169.5'
TO POB

LOT 27 DAF: BEG 127' W OF SE COR TH W 53' TH N 130' TH E 53'; TH S 130' TO POB

BEG 171' N OF N LI FARMER ST ON E LI SAGE ST TH N 40' TH E; 138.6' TH S 40' TH W
138.6' TO BEG BEING PT LOT 26

LOT 27 DAF: BEG AT PT 130' N & 27.5' W OF SE COR TH N 46' TH; W 169.5' TH S 46'
TH E 169.5' TO POB

FLOURNOYS ADD; LOT 30

LOT 47

LOT 50 AT A PT 6 FT N OF SE COR TH N W I E LI SD LOT 47; FT TH W 160 FT TO
ALLEY THS 47 FT TH E 160 FT TO BEG; PT OF LOT 50

N 40' LOT 53

S 47' OF N 1/2 OF LOT 53

LOT 48

S 47' LOT 51

SULLIVAN JOHN ADD; LOT 2 & VAC PT W COLLEGE LY S & ADJ, LOT 6 & S 5' LOT 7
N 45' OF LOT 7,

LOTS 3 & 4 (EX W 69.4' OF SD LOT 4 A/K/A PRIVATE ALLEY) &; PT OF W COLLEGE
ST LY S OF & ADJ

LOT 6 & S 5' LOT 7

CALDWELLS FANNY C ADDITION; E 33.2' LOT 12

E 1/2 OF LOT 11

W 50' OF LOT 13

W 36.8' OF LOT 12

OTT'S SUB N 1/2 LOT 27 ANNEX; W 35.5' OF LOT 3

N HALF LOT 27 ANNE; X LOT 5

N HALF LOT 27 ANNEX; S 12' OF LOT 11 AND N 26' OF LOT 12
N 1/2 OF LOT 27 ANNEXED PT OF INDEPENDENCE; S 24' OF LOT 12 & N 14' OF LOT 13
(OF LOT 27 ANNEXED PT OF TH CITY OF INDEPENDENCE) W 23 1/2' OF LOT 2 & E 12'
OF LOT 3
N HALF LOT 27 ANNEX; S 38FT OF LOT 13
N 1/2 LOT 27 ANNEX; LOT 8
N HALF LOT 27 ANNE; X LOT 9
N HALF LOT 27 ANNE; X LOT 10
N 1/2 LOT 27 & INDEPENDENCE ANNEX W 11.5' LOT 1 & E 24' LT 2
N HALF LOT 27 ANNEX; LOT 4
(OF N 1/2 OF LOT 27 INDEPENDENCE ANNEX); LOT 6
N HALF LOT 27 ANNE X N 38FT OF LOT 11

And the following legally described properties are hereby rezoned from District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and shall be subject to the regulations of said district:

GEORGE W CLINTON HOMESTEAD; LOT 2 & S 2.5' OF LOT 3
N 27.5' LOT 5
N 27.5' OF LOT 4 & S 2.5' OF LOT 5
S 2.5' LOT 4 & N 27.5' LOT 3

SULLIVAN JOHN ADD; S 45.65' OF N 105.65' LOT 1
LOT 1 (EX N 105.65') & VAC PT W COLLEGE LY S & ADD
LOT 5 (EX E 100') & VAC 8' STR LAND S & ADJ
N 60' LOT 1

FLOURNOYS ADD; W 52' OF LOT 46
LOT 46 (EX W 52')

INDEPENDENCE ANNEX; LOT 27 DAF: BEG PT 27.5' W OF SE COR TH N 65' TH W 50'
TH; S 65' TO FARMER ST TH E 50' TO POB
LOT 27 DAF: N 1/2 OF BEG PT ON S LI 27.5' W OF SECOR TH N; 130' TH W 50' TH S 130'
TO FARMER ST TH E 50' TO POB

SECTION 2. That the rezoning and Planned Unit Development (PUD) is hereby approved with the following condition:

1. The size of rear yard setbacks for 506, 515, 517, 519, 521, 711 and 713 N. Osage Street; 730 N. Main Street; 111 W. Nettleton Avenue; 210 and 222 W. College Street; and 300 W. Farmer Street will be set for rebuilds and additions at the descretion of the Community Development Director.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void,

unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

MEETING DATE: October 14, 2025

STAFF: Brian L. Harker, Planner

PROJECT NAME: North of Square Rezoning

CASE NUMBER/REQUEST: **Case 25-100-18 – Rezoning – North Square** - A request to rezone the properties generally located North of Farmer, South of Nettleton, East of Spring and West of Main from R-30 (High Density Residential) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

APPLICANT: City of Independence

PROPERTY LOCATIONS:

- 521, 611, 613 and 615 N. Spring Street; 509, 510, 511, 514, 516, 518, 600, 602, 604, 606, 608 and 610 N. Osage Street; 502, 508, 510, 708, 709, 712, 715 and 727 N. Liberty Street; 714, 715, 722 and 728 N. Main Street; 216, 220, 300, 303, 304, 306, 307, 309, 310, 311, 315 and 321 W. College Street; and 218, 220, 306 and 308 W. Farmer Street from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).
- 506, 515, 517, 519, 521, 711 and 713 N. Osage Street; 730 N. Main Street; 111 W. Nettleton Avenue; 210 and 222 W. College Street; and 300 W. Farmer Street from R-30/PUD (High Density Residential/Planned Unit Development) to R-6/PUD (Single-Family Residential/Planned Unit Residential)

SURROUNDING ZONING/LAND USE:

North: R-6 (Single-Family Residential) and R-30/PUD (High Density Residential/Planned Unit Development)...one, two and multi-family homes

South: C-2 (General Commercial and R-30/PUD (High Density Residential/Planned Unit Development)...commercial uses, churches and one, two and multi-family residences

East: C-1 (Neighborhood Commercial), R-6 (Single-Family Residential) and R-30/PUD (High Density Residential/Planned Unit Development)...commercial uses and one, two and multi-family residences

West: R-30/PUD (High Density Residential/Planned Unit Development)...one, two and multi-family residences

PUBLIC NOTICE:

- Letters to property owners – September 25, 2024
- Public Notice published in the Independence Examiner – September 27, 2025
- Signs posted on property – September 26, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on November 17, 2025 and the public hearing/second reading on December 1, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning.

The properties at 521, 611, 613 and 615 N. Spring Street; 509, 510, 511, 514, 516, 518, 600, 602, 604, 606, 608 and 610 N. Osage Street; 502, 508, 510, 708, 709, 712, 715 and 727 N. Liberty Street; 714, 715, 722 and 728 N. Main Street; 216, 220, 300, 303, 304, 306, 307, 309, 310, 311, 315 and 321 W. College Street; and 218, 220, 306 and 308 W. Farmer Street shall be rezoned from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

The properties at 506, 515, 517, 519, 521, 711 and 713 N. Osage Street; 730 N. Main Street; 111 W. Nettleton Avenue; 210 and 222 W. College Street; and 300 W. Farmer Street shall be rezoned from R-30/PUD (High Density Residential/Planned Unit Development) to R-6/PUD (Single-Family Residential/Planned Unit Residential). The following condition shall be applied to these properties:

The following condition shall be applied to those properties to be zoned R-6/PUD:

1. The current lot size and setbacks as established on these properties shall be set for reconstruction and rehabilitation of the existing structures.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A City rezoning for these properties from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential) and R-6/PUD (Single-Family Residential/Planned Unit Development).

Current Zoning: R-30/PUD (High Density Residential/PUD)

Proposed Zonings: R-6 (Single-Family Residential) and R-6/PUD (Single-Family Residential Planned Unit Development)

Current/Continued Use: Single-Family Residential

Zoning History:

Platted subdivisions Independence Annex, Ott, George Clinton Homesstead, Flournoy's, John Sullivan and Fanny C. Caldwell's additions are located in this area. The southern half of the area was annexed in 1849 and contains the first three subdivisions and the northern half area was annexed by Independence in 1851 and contains the remainder.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, most of the properties were designated R-4 (High Density Residential). The City adopted its Unified

Development Ordinance (Ordinance No. 17339) in 2009, and these properties were labeled zoning classifications of R-30/PUD (High Density Residential/Planned Unit Development).

Proposal:

The City seeks to rezone most of the area properties to R-6 (Single-Family Residential) to better conform with the existing land use and character of the surrounding neighborhood. A dozen others would be rezoned to R-6/PUD (Single-Family Residential/Planned Unit Development) that have nonconforming setbacks that could not easily be corrected given with a total rebuild. The R-30/PUD zoning does not allow for single family residences thus all of these residences are legal non-conforming uses.

Physical Characteristics of Properties:

The residences in this zoning district vary in era from the 1870's to the 1950's. Most of the single-family homes in this district are of similar size and design.

Characteristics of the Area:

The area around this zoning district encompasses much of the housing north of the square area. The surrounding homes in this area date from the late nineteenth and early twentieth century and are of similar size and design.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain residential in use.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Established Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of ...properties."

Construction of this neighborhood predominantly took place in the late nineteenth and early twentieth century. Rezoning these properties retains the character of the neighborhood by aligning their land use with their current use. This rezoning supports the preservation and protection of this neighborhood.

Sub-Area Plans:

These properties are not located within any sub-area plan.

Zoning:

The proposed R-6 (Single-Family Residential) and R-6/PUD (Single-Family Residential/planned Unit Development) zoning classifications allow for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). Currently, most of the properties are zoned R-30/PUD (High Density Residential/Planned Unit Development), a zoning classification that allows for two-family and multiple-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions).

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

CIP Investments:

There are no CIP Investments planned for this area at this time.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions Residential Established Neighborhood for the area. Staff believes single-family residential zoning is appropriate given the development of this area historically.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The properties are within the Downtown Redevelopment Area.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

There are nearby R-12 and R-30/PUD zoned properties to the north with one, two and multi-family homes and R-6 and R-30/PUD zoned properties to the east and west with one, two and multi-family homes as well.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-6 and R-6/PUD zoning is compatible with the area's existing housing stock.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

The R-30/PUD zoning is not compatible with existing homes and uses in the area.

6. The length of time the subject property has remained vacant as zoned.

This is not applicable.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

*If rezoning is denied, the property owners and buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this area will reduce nonconformity, in accordance with City Code **Article 8, Chapter 14**.*

EXHIBITS

1. Application
2. Notification Letters External
3. Notification Letters Internal
4. Address Lists External
5. Address List Internal
6. Notification Area Map
7. Affidavit
8. Exploratory Letter
9. Comprehensive Plan map
10. Zoning map

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☒ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

North of Square Rezoning

Project Name

North of Farmer, South of Nettleton, East of Spring and West of Main

Project Address/Location

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
R-30/PUD	R-6 and R-6/PUD	Single Family Residential	Single Family Residential
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

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

Contact Information

Applicant

City of Independence

Name	Company
[Redacted]	
Phone	Email

Architect/Engineer/Surveyor/Other:

Name	Company
Address	
Phone	Email

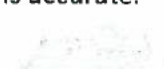
Owner

Name	Company
Address	
Phone	Email

Architect/Engineer/Surveyor/Other:

Name	Company
Address	
Phone	Email

The applicant hereby agrees that the information provided above is accurate.

 8-28-25	
Applicant's Signature	Owner's Signature
Date	Date



September 23, 2025

Dear Property Owner:

The City of Independence is proposing to change the zoning classification of 56 properties located along N. Spring Street, N. Osage Street, N. Liberty Street, N. Main Street, W. Farmer Street, W. College Street, W. Farmer Street from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential) and R-6/PUD (Single-Family/Planned Unit Development).

You are receiving this notification because your property has been identified as being within 185 feet of the subject properties for rezoning.

The zoning of the properties listed below is sought to be changed to better align with the existing uses. A map illustrating the lots to be proposed to be rezoned is on the reverse side of this letter.

The properties subject to the rezoning include:

- **521, 611, 613 and 615 N. Spring Street; 509, 510, 511, 514, 516, 518, 600, 602, 604, 606, 608 and 610 N. Osage Street; 502, 508, 510, 708, 709, 712, 715 and 727 N. Liberty Street; 714, 715, 722 and 728 N. Main Street; 216, 220, 300, 303, 304, 306, 307, 309, 310, 311, 315 and 321 W. College Street; and 218, 220, 306 and 308 W. Farmer Street** from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).
- **506, 515, 517, 519, 521, 711 and 713 N. Osage Street; N. Liberty Street; 730 N. Main Street; 111 W. Nettleton Avenue; 210 and 222 W. College Street; and 300 W. Farmer Street** from R-30/PUD (High Density Residential/Planned Unit Development) to R-6/PUD (Single-Family Residential/Planned Unit Development).

The lots on the map are presently zoned R-30/PUD (High Density Residential /Planned Unit Development) and have been for many years. The City is proposing to change the zoning of the lots to **R-6**, a zoning classification that would allow one (1) single-family home per lot.

A formal public hearing on this rezoning will be held on **October 14, 2025** by the Independence Planning Commission at 6:00 p.m. The meeting will also be streamed on City 7 and YouTube. The City Council is scheduled to consider action on this request at its 6:00 p.m. meeting on December 1, 2025.

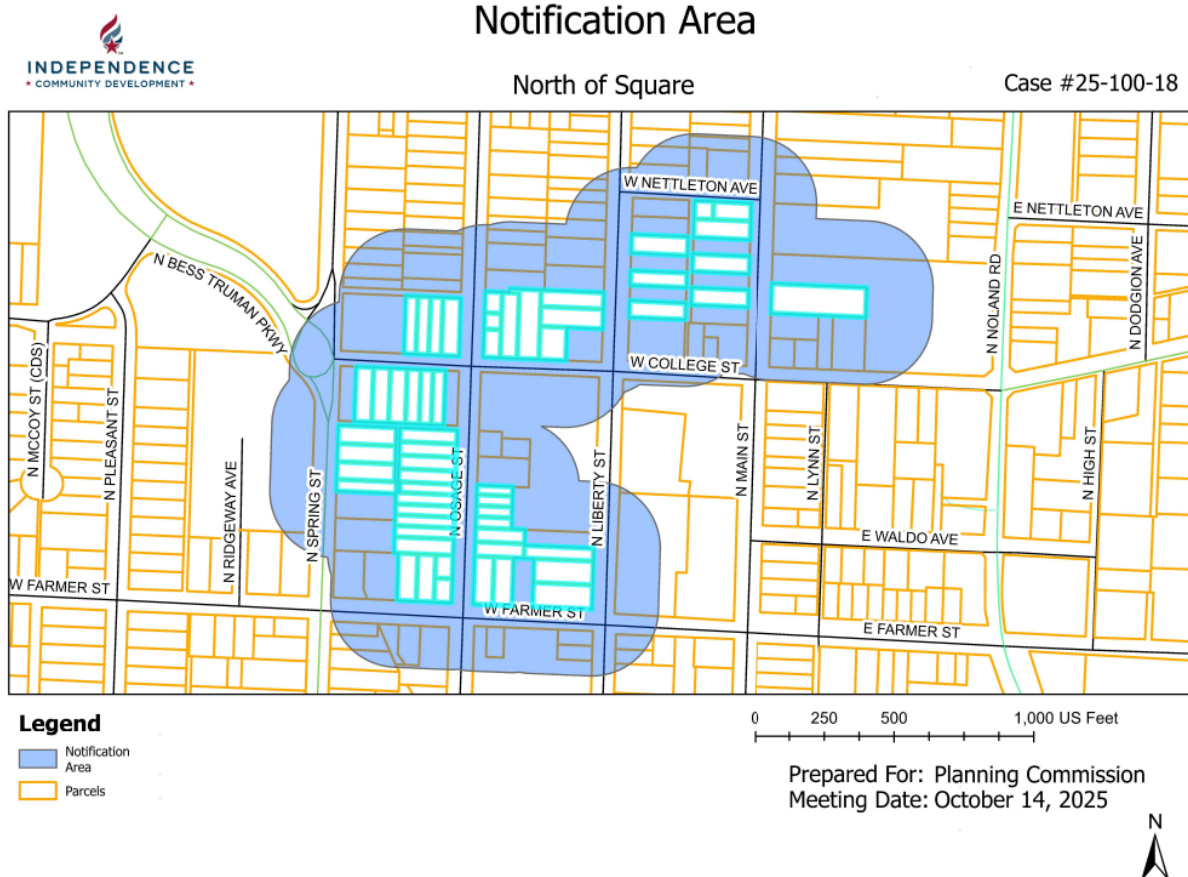
Property owners surrounding/adjacent to the area to be rezoned have a right to legally protest the application. Forms are available in the Community Development Department at City Hall.

If you have any questions regarding this matter, please feel free to contact me at (816) 325-7823 prior to the meetings and I can provide assistance and information you may need to have a full understanding of this request before the meetings.

Sincerely,

Brian Harker

Brian L. Harker
Planner





September 23, 2025

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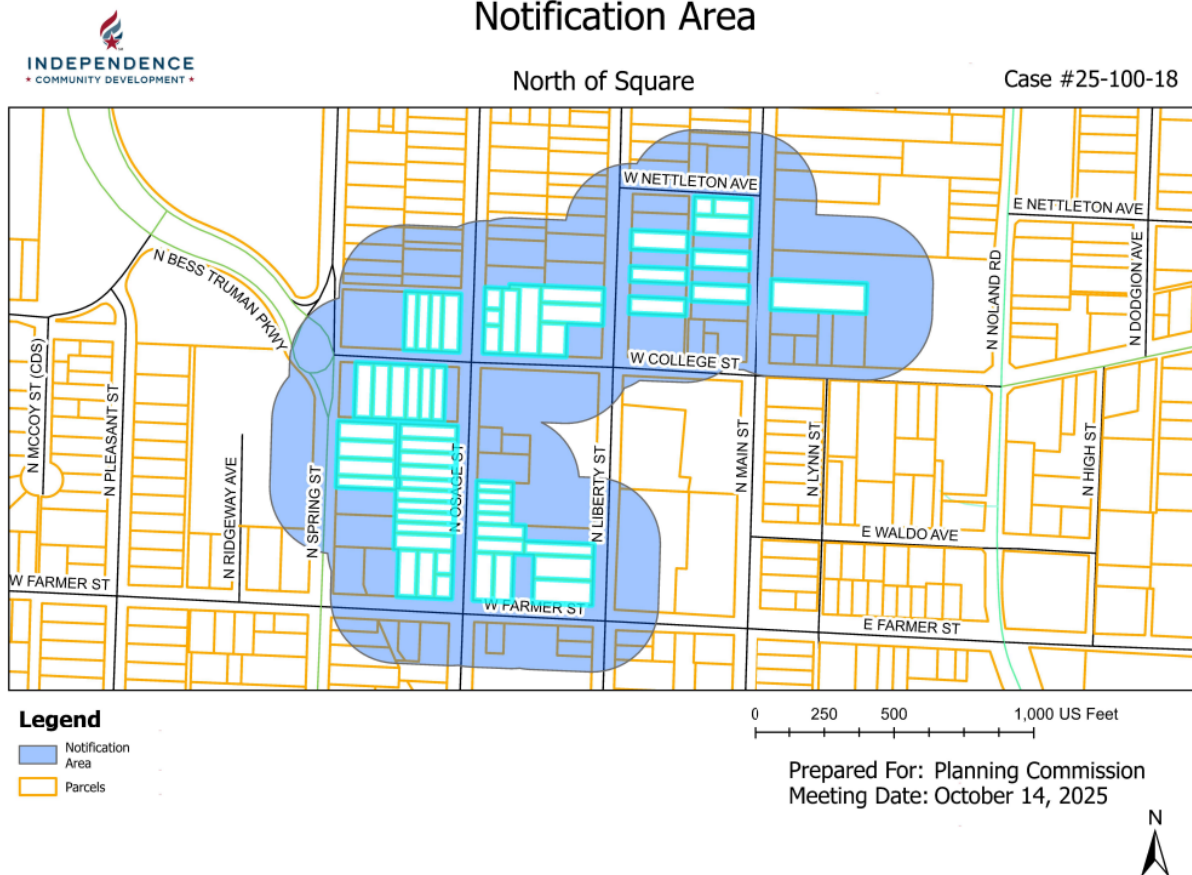
Property owners included in this rezoning have a right to legally protest the application. Forms are available in the Community Development Department at City Hall.

If you have any questions regarding this matter, please feel free to contact me at (816) 325-7823 prior to the meetings and I can provide assistance and information you may need to have a full understanding of this request before the meetings.

Sincerely,

Brian Harker

Brian L. Harker
Planner



Property Address	Property Owner	Owner Address	City	State	ZIP Code
108 E COLLEGE ST	ROB & JON ENTERPRISES LLC	2515 MOONLIGHT GLEN	ESCANDIDO	CA	92026
110 E COLLEGE ST	BOLINGER ERWIN L & ANN M	715 N MAIN ST	INDEPENDENCE	MO	64050
110 W COLLEGE ST	RENTZ DAVID	2601 AIRPORT DR 290	TORRANCE	CA	90505
112 W NETTLETON AVE	SHERMAN NEIL R & DENISE A	614 N PLEASANT	INDEPENDENCE	MO	64050
117 W NETTLETON AVE	MELIORA I LLC	8740 TUSCANY AVE APT 111	PLAYA DEL REY	CA	90293
120 E COLLEGE ST	ICENHOWER HOLDINGS LLC	120 E COLLEGE ST	INDEPENDENCE	MO	64050
130 E COLLEGE AVE APT 151	SAMANTHA HEIGHTS LP	250 NE MULBERRY ST STE 201	LEES SUMMIT	MO	64086
214 W FARMER ST APT A	BROWN AARON M	17904 N DAKOTA DR	INDEPENDENCE	MO	64056
26-220-14-03-00-0-00-000	SHALIMAR INVESTMENTS LLC	38205 E ROUND PRAIRIE RD	OAK GROVE	MO	64075
301 W COLLEGE ST	FEARS JARED ALAN-TRUSTEE	601 E RED RD	INDEPENDENCE	MO	64055
301 W FARMER ST	BRYANT CARL R SR & PAMELA SUE	301 W FARMER	INDEPENDENCE	MO	64050
313 W FARMER ST UNIT A	ARIHANT & RSTU LLC	8212 LICHTENAUER	LENEXA	KS	66219
314 W FARMER ST	HATCHER ELDEN E & RUTH J-TRUSTEE	15800 E 25TH ST	INDEPENDENCE	MO	64055
317 W FARMER ST	GPS INDEPENDENCE LLC	214 NW DONOVAN RD	LEES SUMMIT	MO	64063
324 W COLLEGE ST APT 101	PEFFER STEPHEN M	1424 E HAYWARD AVE	INDEPENDENCE	MO	64050
324 W FARMER ST	OFFUTT JOHN W & STEFANIE L	324 W FARMER ST	INDEPENDENCE	MO	64050
325 W COLLEGE ST	YBARRA TYLER & DEVIN	15882 MANDALAY RD	CANYON COUNTRY	CA	91387
400 W FARMER ST	SHEPARD GRACE ANN	400 W FARMER	INDEPENDENCE	MO	64050
413 N LIBERTY ST	P A C INC	426 E MISSION	MARSHALL	MO	65340
415 N SPRING ST	MASSEY RITA D	8100 GRAND AVE	KANSAS CITY	MO	64114
416 N LIBERTY ST	RLDS/CHURCH OF JESUS CHRIST	1001 W WALNUT ST	INDEPENDENCE	MO	64050
419 N LIBERTY ST APT B	419 LIBERTY STREET A SERIES OF SERENDIPITY HOLDINGS LLC	116 S PLEASANT ST	INDEPENDENCE	MO	64050
421 N SPRING ST	MASSEY RITA D	421 N SPRING ST	INDEPENDENCE	MO	64050
422 N LIBERTY ST	422 N LIBERTY LLC	12230 W 135TH ST	OVERLAND PARK	KS	66221
503 N SPRING ST	ADAMZ INVESTMENTS LLC	12617 MOHAWK LN	LEAWOOD	KS	66209
512 N LIBERTY ST APT B	JAKD INVESTMENTS LLC	404 NE FOX TRAIL DR	BLUE SPRINGS	MO	64014
517 N SPRING ST APT D	DPJ REALTY LLC	3237 WAYNE AVE	KANSAS CITY	MO	64109
600 N LIBERTY ST	CATHOLIC DIOCESE OF KC & ST JOE	PO BOX 419037	KANSAS CITY	MO	64141
601 N LIBERTY ST	85TH HOLDINGS LLC	3801 RAYTOWN RD	KANSAS CITY	MO	64129
660 N SPRING ST APT 101	HERITAGE GREEN LIMITED PARTNERSHIP	261 GORHAM RD	SOUTH PORTLAND	ME	4106
700 N LIBERTY ST	DORRELL SHAN M	700 N LIBERTY	INDEPENDENCE	MO	64050
701 N MAIN ST APT A	PELED GROUP LLC	2847 S INGRAM MILL RD STE A100	SPRINGFIELD	MO	65804
703 N LIBERTY ST	GREMILLION LAURIE ANNE	703 N LIBERTY	INDEPENDENCE	MO	64050
706 N MAIN ST	SMITH ALICIA	2803 SWEET BRIAR DR	INDEPENDENCE	MO	64057
710 N MAIN ST	MAIN CRYSLER CARLISLE LLC	16657 E 23 ST S STE 213	INDEPENDENCE	MO	64055
713 N LIBERTY ST	STAUFFER PROPERTIES LLC	107 W 63RD ST STE 1300	KANSAS CITY	MO	64113
715 N OSAGE ST	BROWN LANE M & ANITA L	715 N OSAGE ST	INDEPENDENCE	MO	64050
715 N SPRING ST	CITY OF INDEPENDENCE	111 E MAPLE	AVEINDEPENDENCE	MO	64050
716 N LIBERTY ST	THOMPSON ALEXIE & DERRY	33715 W U HWY	RAYVILLE	MO	64084
716 N OSAGE ST	BULLARD VERA N	718 N OSAGE ST	INDEPENDENCE	MO	64050

717 N SPRING ST	YOUNG CAROLYN	717 N SPRING ST	INDEPENDENCE	MO	64050
718 N MAIN ST	MILLER STUART & SARAH	718 N MAIN ST	INDEPENDENCE	MO	64050
719 N SPRING ST	DAVIS LILY E & PEDRO J MORALES SOSA	719 N SPRING ST	INDEPENDENCE	MO	64050
721 N LIBERTY ST	CAMPBELL TROY	1321 E 24TH ST	KANSAS CITY	MO	64108
722 N LIBERTY ST	RUTH ERNEST D	722 N LIBERTY ST	INDEPENDENCE	MO	64050
723 N OSAGE ST	TULLY MARK E & ANGELA	723 N OSAGE ST	INDEPENDENCE	MO	64050
723 N SPRING ST	LANDMARK EQUITY GROUP LLC	15954 S MURLEN # 264	OLATHE	KS	66062
724 N MAIN ST	GREENWOOD GUERARD A	724 N MAIN ST	INDEPENDENCE	MO	64050
725 N OSAGE ST	BFD WHOLESALE CORP	1511 PROSPECT AVE APT K	SAN GABRIEL	CA	91776
727 N MAIN ST	UNITED CHURCH OF CHRIST	727 N MAIN	INDEPENDENCE	MO	64050
727 N SPRING ST	JONES BRIAN KC & CYNTHIA	727 N SPRINGS ST	INDEPENDENCE	MO	64050
728 N LIBERTY ST	COYAZO TODD S	728 N LIBERTY ST	INDEPENDENCE	MO	64050
728 N OSAGE ST	ALONGE CHRISTINE L & NICHOLAS J	728 N OSAGE ST	INDEPENDENCE	MO	64050
731 N LIBERTY ST	BASS TAYLOR STEWART	507 SW FOOT HILL DR	GRAIN VALLEY	MO	64029
732 N LIBERTY ST	WILLIAMS/ALEXANDER FAMILY TRUST DATED 03/26/2025	610 W MAPLE AVE	INDEPENDENCE	MO	64050
734 N LIBERTY ST	FORD PROPERTY ENTERPRISES LLC	204 E GUDGELL AVE	INDEPENDENCE	MO	64055
735 N OSAGE ST	PAYNE MALLORY	13714 E KENTUCKY RD	INDEPENDENCE	MO	64050
736 N LIBERTY ST	NALL SHELLY J & CHRISTOPHER R	736 N LIBERTY ST	INDEPENDENCE	MO	64050
801 N MAIN ST	PERRIN DONALD R & DIANE M	801 N MAIN ST	INDEPENDENCE	MO	64050
802 N LIBERTY ST	BM INVESTMENTS KC LLC	109 NE LOCUST DR	BLUE SPRINGS	MO	64014
804 N MAIN ST	JJ PROPERTY LLC	9207 ROSE ST	BELLFLOWER	CA	90706
805 N MAIN ST	BATES JONAH & MORGAN	805 N MAIN ST	INDEPENDENCE	MO	64052
806 N MAIN ST	GERING GREGORY J-TRUSTEE	PO BOX 28689	KANSAS CITY	MO	64188
807 N LIBERTY ST	SHERMAN NEIL R & DENISE A MAINPRIZE	614 N PLEASANT ST	INDEPENDENCE	MO	64050
808 N MAIN ST	JOHNSON WILLIAM M	808 N MAIN	INDEPENDENCE	MO	64050
809 N MAIN ST	SALAMONE KAITLYN & NICHOLAS	809 N MAIN ST	INDEPENDENCE	MO	64050
813 N LIBERTY ST	JOHNSON LISA	813 N LIBERTY ST	INDEPENDENCE	MO	64050

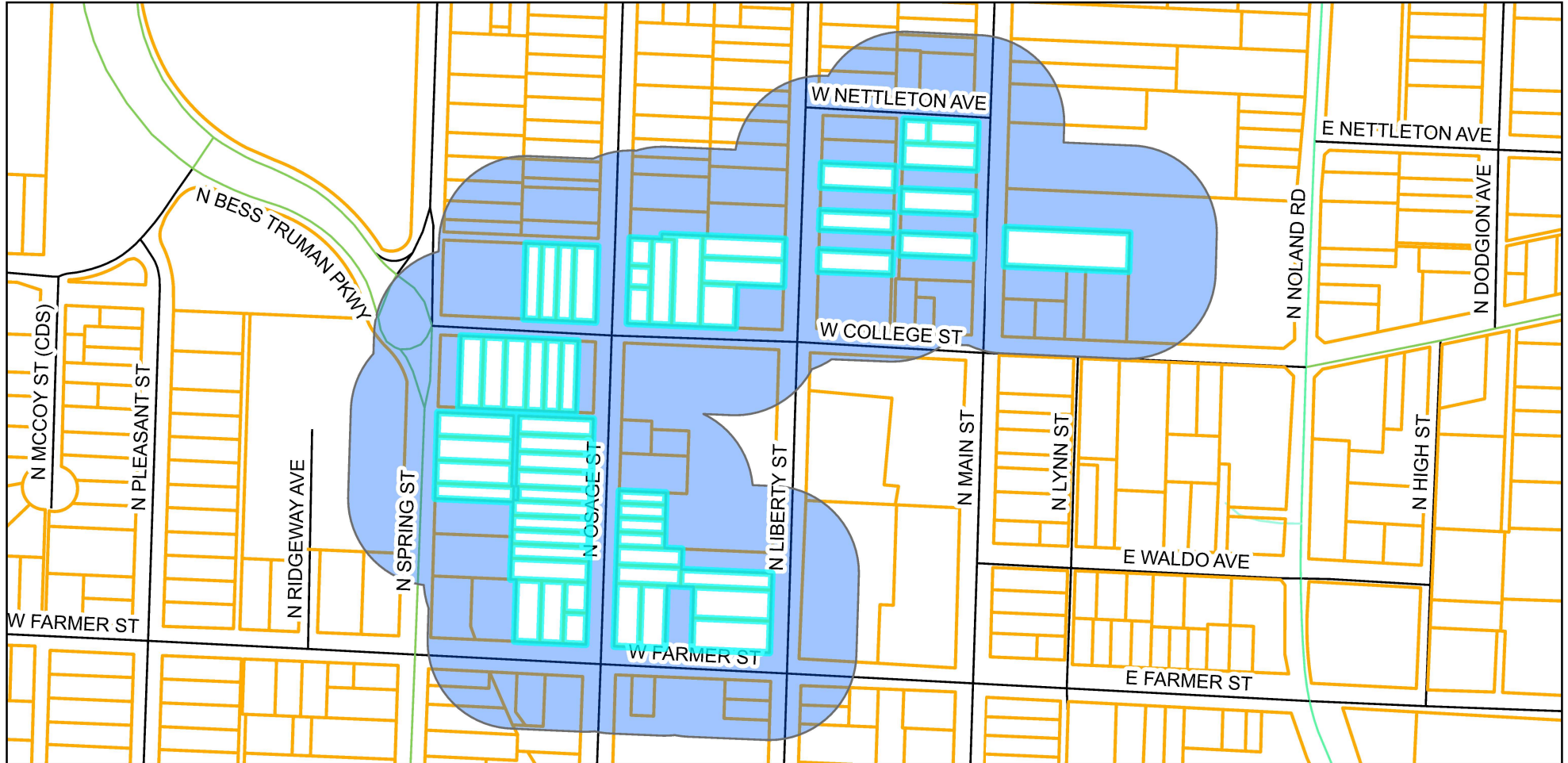
Property Address	Property Owner	Owner Address	City	State	ZIP Code
510 N LIBERTY ST	QUALITY SERVICE OF KANSAS CITY LLC	PO BOX 212	BLUE SPRINGS	MO	64013
728 N MAIN ST	HIGGINBOTHAM GREGG & EDITH G	728 N MAIN	INDEPENDENCE	MO	64055
521 N OSAGE ST	CHI ALEJANDO POZO	521 N OSAGE ST	INDEPENDENCE	MO	64050
711 N OSAGE ST	HOWE ALEXANDER	711 N OSAGE ST	INDEPENDENCE	MO	64050
708 N LIBERTY ST	A & Z HOME RENOVATIONS I LLC	828 W 24TH TER	INDEPENDENCE	MO	64055
722 N MAIN ST	HENRY MARGARET L	2980 CENTREVILLE RD APT 104	HERNDON	VA	20171
306 W FARMER ST	CLEVINGER NICKOLES & MORGAN E	306 W FARMER ST	INDEPENDENCE	MO	64050
304 W COLLEGE ST	ENLOE NICHOLAS & AMANDA	304 W COLLEGE ST	INDEPENDENCE	MO	64050
715 N LIBERTY ST	OCAMB REBECCA	715 N LIBERTY ST	INDEPENDENCE	MO	64050
509 N OSAGE ST	MORRIS KENNETH E	509 N OSAGE ST	INDEPENDENCE	MO	64050
712 N LIBERTY ST	JOHNSON LEWIS	712 N LIBERTY ST	INDEPENDENCE	MO	64050
502 N LIBERTY ST	ALPINE LIBERTY LLC	3225 MCLEOD DR STE 100	LAS VEGAS	NV	89121
111 W NETTLETON AVE	MELOAN EDNA M	917 N LYNN ST	INDEPENDENCE	MO	64050
515 N OSAGE ST	S MADDEN PROPERTIES LLC	10027 N LAWN AVE	KANSAS CITY	MO	64156
309 W COLLEGE ST	JEAN GERMAIN	4125 SW BAMBERG ST PORT ST	LUCIE	FL	34953
715 N MAIN ST	BOLINGER ANN MARIE	715 N MAIN	INDEPENDENCE	MO	64050
508 N LIBERTY ST	COLLENTINE DANIEL F & MORRIS EMMETT M JR	508 N LIBERTY ST	INDEPENDENCE	MO	64050
315 W COLLEGE ST	BLANCO OCTAVIO	315 W COLLEGE ST	INDEPENDENCE	MO	64050
608 N OSAGE ST	TIGER LILY PROPERTIES LLC	221 W 74TH TER	KANSAS CITY	MO	64114
220 W COLLEGE ST	BENNETT CRYSTAL MICHELLE	220 W COLLEGE ST	INDEPENDENCE	MO	64050
521 N SPRING ST	RENNISON ROBERT W & ABBIE S	521 N SPRING ST	INDEPENDENCE	MO	64050
300 W FARMER ST	ORTUA DAPHNE	300 W FARMER ST	INDEPENDENCE	MO	64050
606 N OSAGE ST	OSTROWSKI-WITZSCHE JAIME L	606 N OSAGE ST	INDEPENDENCE	MO	64050
730 N MAIN ST	LONEY CAROL ANN	730 N MAIN ST	INDEPENDENCE	MO	64050
514 N OSAGE ST	PARISH ROBERT C	308 NW 16TH ST	BLUE SPRINGS	MO	64015
310 W COLLEGE ST	BALLANTYNE STEPHEN A & SARA L	310 W COLLEGE	INDEPENDENCE	MO	64050
307 W COLLEGE ST	CROUCH MARK T & REBECCA	5113 S YUMA CT	INDEPENDENCE	MO	64055
602 N OSAGE ST	REYES JAMIE O RIVERA	6704 DR MARTIN LUTHER KING JR	KANSAS CITY	MO	64129
604 N OSAGE ST	BROWN JAMES M	12210 LYNDEL CIR	INDEPENDENCE	MO	64052
709 N LIBERTY ST	HOEPPNER JEFFREY D & BETH	709 N LIBERTY ST	INDEPENDENCE	MO	64050
218 W FARMER ST	LINDA S DENTON REVOC LIV TRUST 12-13-2019	218 W FARMER ST	INDEPENDENCE	MO	64050
222 W COLLEGE ST	WE BUY KCMO HOMES COMPANY	521 NE EMERALD DR	LEES SUMMIT	MO	64064
210 W COLLEGE ST	ASPP ESTATES LLC	117 S LEXINGTON ST STE 100	HARRISONVILLE	MO	64701
727 N LIBERTY ST	CHINN EDNA	727 N LIBERTY ST	INDEPENDENCE	MO	64050
519 N OSAGE ST	PONCE LIZBETH MORALES	519 N OSAGE ST	INDEPENDENCE	MO	64050

300 W COLLEGE ST	NEXT-GEN PROPERTY MANAGEMENT LLC	1203 E US 24 HWY	INDEPENDENCE	MO	64050
713 N OSAGE ST	MOLA JOHAN ALEXANDER	27 ERIE ST	LYNN	MA	1902
615 N SPRING ST	MARTINEZ JOSE	615 N SPRING ST	INDEPENDENCE	MO	64050
613 N SPRING ST	GRAY ERIN MICHELLE	613 N SPRING ST	INDEPENDENCE	MO	64050
216 W COLLEGE ST	MCCARTY JEANETTIE P	216 W COLLEGE ST	INDEPENDENCE	MO	64050
506 N OSAGE ST	STELEA LLC	4811 W 100TH TER	OVERLAND PARK	KS	66207
516 N OSAGE ST	MILLER CHARLES DAVID JR	14940 MANOR RIDGE DR	CHESTERFIELD	MO	63017
611 N SPRING ST	PINEDA CARLOS ROBERTO REYES	611 N SPRING	INDEPENDENCE	MO	64050
303 W COLLEGE ST	SQUARE ONE HOMES LLC	PO BOX 65	INDEPENDENCE	MO	64051
311 W COLLEGE ST	BROOKS JEFFERY M & JENNIFER L	PO BOX 1510	INDEPENDENCE	MO	64055
321 W COLLEGE ST	PHELPS MANAGEMENT SERVICES LLC	PO BOX 322	LONE JACK	MO	64070
600 N OSAGE ST	VIPE ENTERPRISE LLC	6125 SWOPE PKWY	KANSAS CITY	MO	64130
308 W FARMER ST	J ROSS LEASING SERVICES LLC	12611 CHEROKEE LN	LEAWOOD	KS	66209
610 N OSAGE ST	PINEDA JUAN FERNANDO	610 N OSAGE ST	INDEPENDENCE	MO	64050
714 N MAIN ST	WAYMAN ADAM CLARK & CAMPBELL JAMES D	714 N MAIN ST	INDEPENDENCE	MO	64050
511 N OSAGE ST	RAMIREZ JOSE	511 N OSAGE	INDEPENDENCE	MO	64050
306 W COLLEGE ST	SWANK DAVID J & THERESA A	2818 N RIVER BLVD	SUGAR CREEK	MO	64050
517 N OSAGE ST	DOTSON MICHAEL R	517 N OSAGE ST	INDEPENDENCE	MO	64050
510 N OSAGE ST	RANDOMANSKI JAN A & SHIRLEY A-TRUSTEE	510 N OSAGE	INDEPENDENCE	MO	64050

Notification Area

North of Square

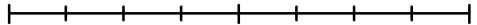
Case #25-100-18



Legend

- Notification Area
- Parcels

0 250 500 1,000 US Feet



Prepared For: Planning Commission
 Meeting Date: October 14, 2025



Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-100-18

I, Miranda Rice, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 24th day of September, 2025.

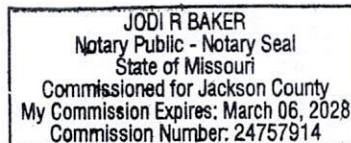
Miranda Rice

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 24 day of September, 2025.

Jodi R Baker

Notary Public



March 06, 2028

Commission Expiration Date



INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

August 25, 2025

Dear Property Owner:

The City of Independence is proposing to change the zoning classification of several properties located north of the Independence Square.

The city is proposing to change the zoning of the subject properties from R-30/PUD (High-Density Residential/Planned Unit Development) to R-6 (Single-Family Residential). The subject properties part of this proposed rezoning are currently single-family homes. This proposed rezoning will better align the zoning district classification to the existing use.

A map highlighting the subject properties (cyan) has been included with this notification. The city is proposing to change the zoning classification of the subject properties to R-6 (Single-Family Residential)—a classification that allows one (1) single-family dwelling unit per lot.

The intent of this letter is to gauge public interest in this proposed rezoning. Please provide your response to this proposal by September 2, 2025. Any input that you're able/willing to provide is greatly appreciated.

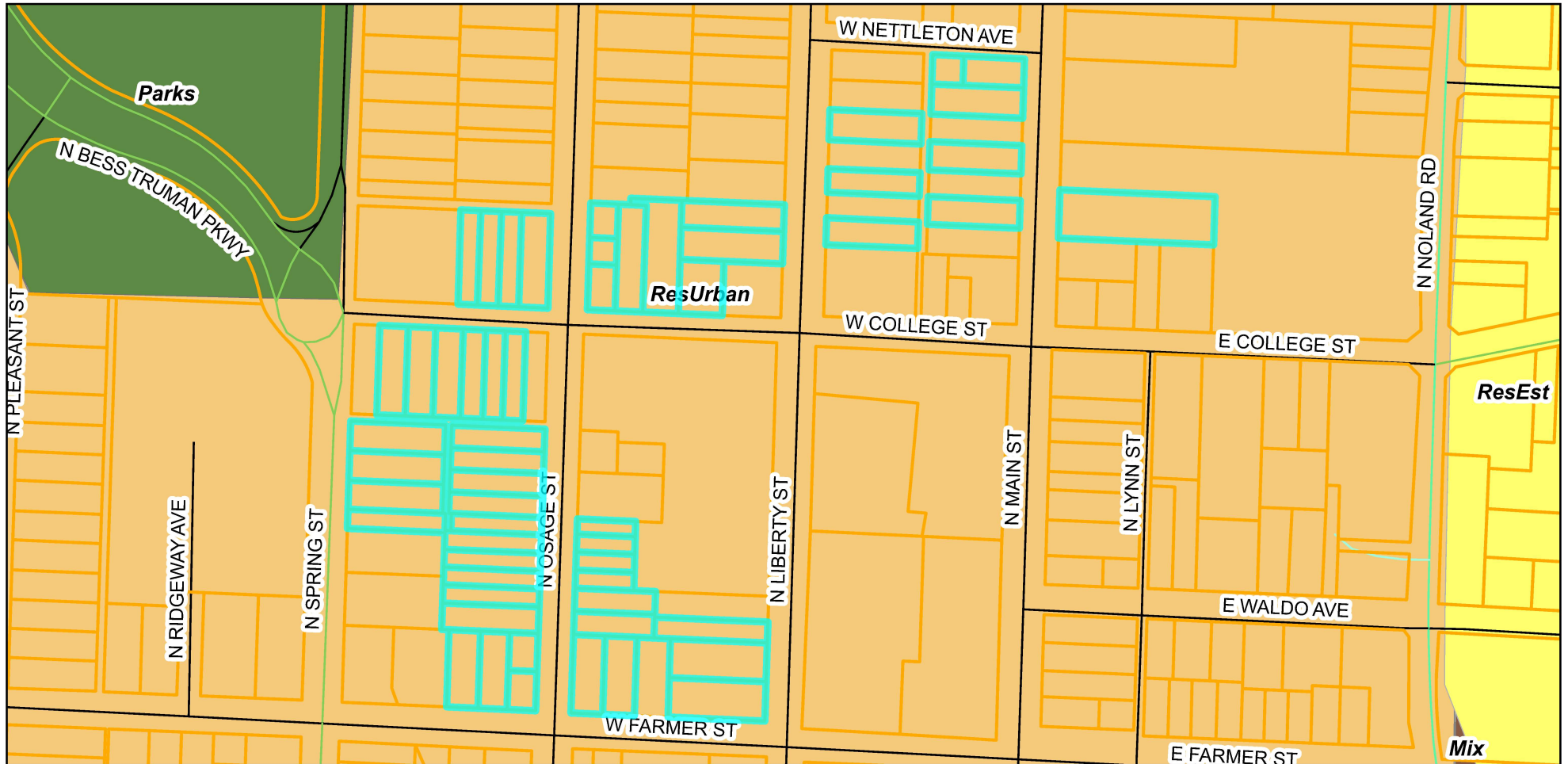
Sincerely,

Brian Harker
Planner
City of Independence, Mo
(816)325-7823
bharker@indepmo.org

Comprehensive Plan

North of Square

Case #25-100-18



Legend

Parcels

Comprehensive Plan

Residential Neighborhoods

Residential Urban Neighborhoods

Mixed Use

Parks

0 250 500 1,000 US Feet

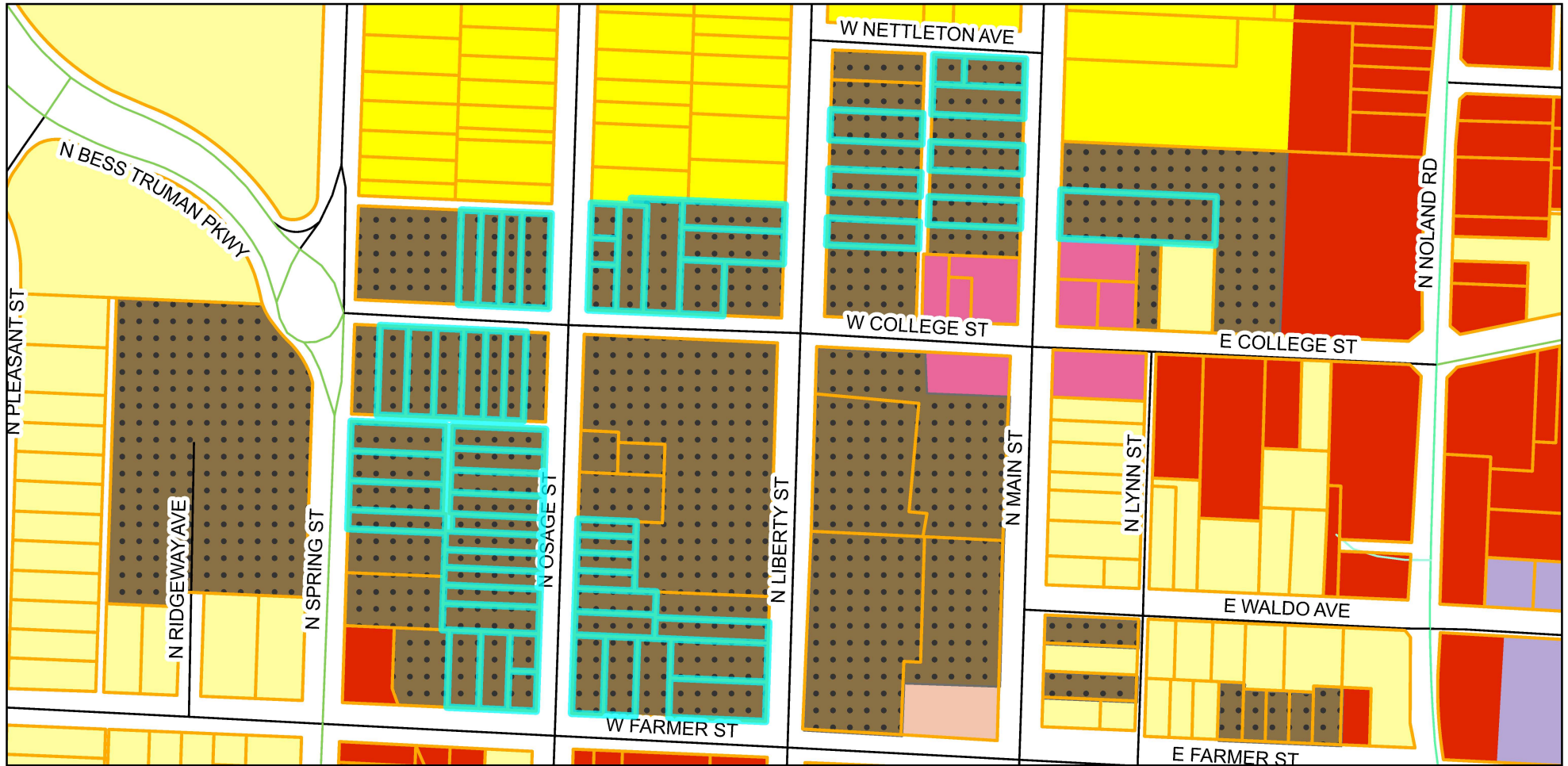
Prepared For: Planning Commission
Meeting Date: October 14, 2025



Zoning Map

North of Square

Case #25-100-18



Legend

Parcels	C-2	O-1	R-6
Zoning District	C-2/HL	R-12	R-6/HL
C-1	I-1	R-30/PUD	

0 250 500 1,000 US Feet

Prepared For: Planning Commission
Meeting Date: October 14, 2025





Planning Commission Minutes

October 14, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 10/14/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes – September 9, 2025

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda and pull Case 25-310-02 for separate consideration. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. Case 25-310-02 – Preliminary Plat – A request for Preliminary Plat approval for a tract of land Northeast of the intersection of Highway M-78 and Little Blue Parkway.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that the lot configurations had changed compared to the previous version, and that the Preliminary Plat reflected the realignment of Bly Road. Mr. Rick Arroyo agreed with Mr. Harker's explanation.

PUBLIC HEARINGS

1. **Case 25-100-18 – Rezoning – North Square** - A request to rezone the properties generally located North of Farmer, South of Nettleton, East of Spring and West of Main from R-30 (High Density Residential) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Public Comments

Emmett Morris, 508 N. Liberty St., spoke in support of the rezoning, encouraging its approval and noting that it would provide a strong foundation for the neighborhood's future growth.

Commissioner Comments

In response to Commissioner Ashbaugh's question, Mr. Harker clarified that all properties included in this rezoning area are single-family residences and that the adjacent apartment complexes are not part of the rezoning.

In response to Commissioner Nesbitt's concern, Mr. Harker stated that staff verified all houses within the rezoning area are single-family residences and not apartments.

In response to Chairperson Wiley, Mr. Harker explained that the proposed rezoning would help preserve the integrity of the neighborhood's historic district, which was originally developed for single-family homes.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-19 – Rezoning – North Dodgion** - A request to rezone the properties along Dodgion Avenue between College Avenue and US 24 Highway from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Public Comments

No public comments.

Commissioner Comments

Regarding Commissioner Nesbitt's inquiry, Mr. Glaser clarified that 812 N. Dodgion Ave. should be corrected from C-2 (General Commercial) to R-6/PUD (Single-Family Residential/Planned Unit Development) due to lot size and setback requirements. He also noted that the property should be removed from the initial list of addresses proposed to change from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single-Family Residential).

Motion

Commissioner Dan O'Neill made a motion to approve the case as amended. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-100-20 – Rezoning – 1116 S Woodland Ave & 1506 W 23rd Street** - A request to rezone the properties at 1116 S Woodland & 1506 W 23rd Street from I-1 (Industrial) to R-12 (Two Family Residential).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments

David Gillpatrick, 123 East Kansas Avenue, speaking on behalf of the applicant, Zackary Whitworth. In response to Chairperson Wiley's questions, Mr. Gillpatrick clarified that the alleyway extends the full length of the block, passing several houses, and serves as access to the property. He further noted that, based on current understanding, there has been no discussion or condition that would require the gravel parking area to be paved. Mr. Gillpatrick also stated that their goal is to enhance the area and improve its overall appearance.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that while the property lines appear slightly misaligned on the maps, they do not extend onto the neighboring property. He further clarified that the alleyway shown is actually an access point to the property, not a platted alley. Regarding parking, he noted that if the property is rezoned, the owner would not be required to replace the gravel parking area with pavement unless new construction exceeds 50% of the property's market value or the gravel area falls into disuse and becomes overgrown, at which point the legal nonconformity would be lost and paving would be required.

In response to Commissioner Young, Mr. Harker confirmed the home is for sale and any proposed improvements would require internal administrative approval.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 25-200-10 – Special Use Permit – 711 N Arapaho Street** – A request to operate a Bed & Breakfast at the property.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Applicant Comments

Adriana, 711 N Arapaho Street, shared that the couple, currently the only residents of their spacious home, have always enjoyed hosting friends and family. They would like to welcome travelers to the cozy basement studio, which has its own private entrance and bathroom, aligning with their dreams of building a future in real estate. She stated that they are confident they can meet the conditions outlined by the Staff.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

5. **Case 25-200-11 – Special Use Permit – 1112 Dickinson Road** – A request to operate a light equipment sales business at the property.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Steven Fairfield, 1112 N. Dickinson Road, shared that his family has owned the building for 30 years and that his business has operated among three businesses. He is seeking an additional business license to sell trailers. Mr. Fairfield is looking to get an additional business license to sell trailers.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Glaser stated the applicant proposes to pave 2,000 sf to allow a small display area within the gravel lot. Under Section 14409, which governs

light equipment sales, displayed items are required to be on an all-weather surface such as concrete or asphalt, prompting this request. No additional green space would be required.

ROUNDTABLE - NEXT MEETING OCTOBER 28, 2025

ADJOURNMENT

The meeting was adjourned at 7:11 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-113 **1R** An ordinance approving a rezoning from District C-2 (General Commercial) and District C-1 (Neighborhood Commercial) to District R-6 (Single-Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development) for the properties along Dodgion Avenue north of College Street in Independence, Missouri. **1R Read**

Recommendations:

Commissioner O'Neill made a motion to recommend approval of the rezoning for 700, 800, 801, 805, 812, 816, 826, 829, 832, 912, 914, and 918 N Dodgion Ave from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single-Family Residential), and 708, 716, 718, 720, 722, 812, 814, 818, 836, and 906 N Dodgion Ave from C-2 (General Commercial) to R-6/PUD (Single-Family Residential/Planned Unit Development). A second to the motion was made by Commissioner Torres. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed and such application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

The properties at 700, 800, 801, 805, 812, 816, 826, 829, 832, 912, 914, and 918 N Dodgion Ave shall be rezoned from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single-Family Residential).

The properties at 708, 716, 718, 720, 722, 812, 814, 818, 836, and 906 N Dodgion Ave shall be rezoned from C-2 (General Commercial) to R-6/PUD (Single-Family Residential/Planned Unit Development). The following condition shall be applied to these properties:

The current lot size and setbacks as established on these properties shall be set for reconstruction and rehabilitation of the existing structures.

Background:

A city rezoning for these properties from C-2 and C-1 to R-6 and R-6/PUD.

ZONING HISTORY:

The properties included in this application for rezoning are part of the Gates Park, Linwood Addition and Martin Heights subdivisions, recorded in 1887 and 1921, and already having been

annexed in 1851. At the time Independence adopted its Zoning District Map in 1965, properties along the west side of Dodgion Avenue were designated a C-3 (Commercial) zoning classification and properties along the east side were designated an R-1 (Single Family) classification. In 1980, Independence updated its Zoning District Map, and these classifications were updated to C-2 (General Commercial) and R1b (Single Family Residential) respectively. In 2008, the City Council approved a request to rezone the property located at 805 N Dodgion Ave from R-1b (Single Family Residential) to C-P-1 (Planned Neighborhood Commercial). The city adopted the Unified Development Ordinance in 2009, and the zoning classifications for the subject properties were updated to C-2 (General Commercial) and C-1 (Neighborhood Commercial)

PROPOSAL:

Proposal: The City seeks to rezone the properties part of this application to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development) to better conform with the existing land use and character of the surrounding neighborhood.

Several properties along this segment of Dodgion Avenue do not meet the city's current development standards for new single-family homes. This rezoning case includes a request to designate these properties an R-6/PUD zoning classification to ensure the subject properties can be rebuilt to their original construction.

PHYSICAL CHARACTERISTICS OF PROPERTIES:

Houses along this segment of Dodgion Avenue vary in age from 1890 to the early 1950s. Houses are of similar designs, including ranch-style and bungalow-style homes and vary in size from 750 to 1,400 square feet.

CHARACTERISTICS OF THE AREA:

This segment of Dodgion Avenue includes commercial uses to the north, west and south. A variety of uses are contained within the surrounding commercial districts including personal services, food establishments, office spaces, auto repair and sales, and self-storage facilities. The subject properties are located south, across US 24 Highway from William Chrisman High School. Subdivisions of similar age, size and design are located to the east of the subject properties part of this rezoning request.

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain residential in use.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Established Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of ...properties."

Construction of this neighborhood predominantly took place in the first half of the twentieth century. Rezoning these properties retains the character of the neighborhood by aligning their

land use with their current use. This rezoning supports the preservation and protection of this neighborhood.

Sub-Area Plans:

These properties are not located within any sub-area plan.

Zoning:

The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

CIP Investments:

There are no CIP Investments planned for this area at this time.

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions Residential Established Neighborhood for the area. Staff believes single-family residential zoning is appropriate given the development of this area throughout the first half of the twentieth century

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The properties are not within a sub-area plan area.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

The current use of the subject properties is residential. Rezoning these properties conforms to their current use. Residential neighborhoods abut the area to the east.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-6 zoning is compatible with the area's existing housing stock.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

C-2 and C-1 zoning is not compatible with existing homes and uses in the area.

6. The length of time the subject property has remained vacant as zoned.

This is not applicable.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If rezoning is denied, the property owners and buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this area will reduce nonconformity, in accordance with City Code Article 8, Chapter 14.

Draft Planning Commission meeting minutes are attached.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-100-19
2. Staff Report 25-100-19
3. Application
4. Notification Letter - External
5. Notification Letter - Internal
6. Notification Addresses - External
7. Notification Addresses - Internal

8. Notification Area Map
9. Notification Affidavit
10. Exploratory Letter
11. Comprehensive Plan Map
12. Zoning Map
13. Planning Commission Meeting Minutes 10-14-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT C-2 (GENERAL COMMERCIAL) AND DISTRICT C-1 (NEIGHBORHOOD COMMERCIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) AND R-6/PUD (SINGLE FAMILY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) FOR THE PROPERTIES ALONG DODGION AVENUE NORTH OF COLLEGE STREET IN INDEPENDENCE, MISSOURI.

WHEREAS, A request by the City of Independence to rezone the properties at 700, 800, 801, 805, 816, 826, 829, 832, 912, 914, and 918 N Dodgion Ave from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single-Family Residential); and to rezone the properties at 708, 716, 718, 720, 722, 812, 814, 818, 836, and 906 N Dodgion Ave from C-2 (General Commercial) to R-6/PUD (Single-Family Residential/Planned Unit Development) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on October 14, 2025, and rendered a report to the City Council recommending that the rezoning be approved by a vote of 7-0; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the rezoning of the said property; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described property is hereby rezoned from District C-1 (Neighborhood Commercial) and C-2 (General Commercial) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

GATES PARK; LOTS 9, 10 & 11 DAF: BEG AT PT 50' S OF NE COR LOT 9 TH S 90; 90' TH IN SWLY DIR ALG N LI COLLEGE 123.66' TO SW COT LOT 11; TH N 118.95' TH E PARL TO & 50' S OF N LI LOTS 9-11 120' POB;

LINWOOD ADD---LOTS D-F & VAC ALLEY LY E & ADJ;

LINWOOD ADD; LOTS I & K;

LINWOOD ADD; LOT H & VAC ALLEY ON E;

LINWOOD ADD; LOT G & VAC ALLEY ON E;

LINWOOD ADD; LOT N;

LINWOOD ADD---LOTS P & Q;

SEC-02 TWP-49 RNG-32---S 9' MEAS ALG E LI OF TH FOLLOWING: BEG 420' E & 367.56' S OF NW COR NE 1/4 TH E 168' TH S 159.14' TH N 86 DEG 55' W 168.18' TH N 159' TO POB;

SEC-02 TWP-49 RNG-32; TH PT NE 1/4 DAF BEG AT A PT 420' E & 477.56' S OF NW COR TH; E 168' TH S 70' TH W 168' TH N 70' TO POB;

MARTIN HEIGHTS; S 39.4' LOT 9;

MARTIN HEIGHTS; LOT 7;

MARTIN HEIGHTS; LOT 6;

MARTIN HEIGHTS; LOT 5

SECTION 2. That the following legally described property is hereby rezoned from District C-2 (General Commercial) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and shall be subject to the regulations of said district:

GATES PARK; ALL TH PT OF LOTS 9-10 & 11 & S 1/2 OF VAC ALLEY LY N; & ADJ DAF:BEG AT NE COR OF LOT 9 TH N 6' TO C/L OF VAC; ALLEY TH W ALG CENTER OF SDALLEY 120' TH S ALG W LI OF; LOT 11 56' TH E PARA TO & 50' S OF N LI OF LOTS 9 10 11; 120' TH N 50' TO BEG;

GATES PARK; LOT 13 & S 1/2 LOT 14 & E1/2 VAC ALLEY LY W & ADJ;

GATES PARK; N 1/2 LOT 14 & LOT 15 (EX N 34.5') & E 1/2 VAC ALLEY W & ADJ;

GATES PARK; N 34.5' LOT 15 & E 1/2 VAC ALLEY W & ADJ;

GATE'S PARK LOT 16 & E 1/2 OF VAC ALLEY ADJ SD LOT ON W;

LINWOOD ADD; LOT L;

LINWOOD ADD; LOT M;

LINWOOD ADD---LOT O;

MARTIN HEIGHTS; N 50' LOT 9;

MARTIN HEIGHTS LOT 8; LOT 8

SECTION 3. That the rezoning and Planned Unit Development (PUD) is hereby approved with the following conditions:

1. The current lot size and setbacks as established on these properties shall be set for reconstruction and rehabilitation of the existing structures.

SECTION 4. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 6. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

MEETING DATE: October 14, 2025

STAFF: Gabe Glaser, Planner

PROJECT NAME: North Dodgion Rezoning

CASE NUMBER/REQUEST: **Case 25-100-19 – Rezoning – North Dodgion** - A request to rezone the properties along Dodgion Avenue between College Avenue and US 24 Highway from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

APPLICANT: City of Independence

PROPERTY LOCATION:

- 700, 800, 801, 805, 812, 816, 826, 829, 832, 912, 914, and 918 N Dodgion Ave from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single-Family Residential)
- 708, 716, 718, 720, 722, 812, 814, 818, 836, and 906 N Dodgion Ave from C-2 (General Commercial) to R-6/PUD (Single-Family Residential/Planned Unit Development)

SURROUNDING ZONING/LAND USE:

North: C-2 (General Commercial) / Auto Repair, Used Auto Sales and Self-Storage Facility

South: R-12 (Two-Family Residential) and I-1 (Industrial) / Residential and Print Shop

East: C-2 and R-6 (Single-Family Residential) / Self-Storage Facility and Residential Subdivision

West: C-2 / Food Establishments, Animal Services, Personal Services, General Retail, and Residential

PUBLIC NOTICE:

- Letters to property owners – September 24, 2025
- Public Notice published in the Independence Examiner – September 27, 2025
- Signs posted on property – September 26, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on November 17, 2025 and the public hearing/second reading on December 1, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning.

The properties at 700, 800, 801, 805, 812, 816, 826, 829, 832, 912, 914, and 918 N Dodgion Ave shall be rezoned from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single-Family Residential).

The properties at 708, 716, 718, 720, 722, 812, 814, 818, 836, and 906 N Dodgion Ave shall be rezoned from C-2 (General Commercial) to R-6/PUD (Single-Family Residential/Planned Unit Development). The following condition shall be applied to these properties:

- 1) The current lot size and setbacks as established on these properties shall be set for reconstruction and rehabilitation of the existing structures.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A city rezoning for these properties from C-2 and C-1 to R-6 and R-6/PUD.

Current Zonings: C-2 and C-1

Proposed Zoning: R-6 and R-6/PUD

Current/Continued Use: Single-Family Residential

Zoning History:

The properties included in this application for rezoning are part of the Gates Park, Linwood Addition and Martin Heights subdivisions, recorded in 1887 and 1921, and already having been annexed in 1851.

At the time Independence adopted its Zoning District Map in 1965, properties along the west side of Dodgion Avenue were designated a C-3 (Commercial) zoning classification and properties along the east side were designated an R-1 (Single Family) classification. In 1980, Independence updated its Zoning District Map, and these classifications were updated to C-2 (General Commercial) and R-1b (Single Family Residential) respectively. In 2008, the City Council approved a request to rezone the property located at 805 N Dodgion Ave from R-1b (Single Family Residential) to C-P-1 (Planned Neighborhood Commercial). The city adopted the Unified Development Ordinance in 2009, and the zoning classifications for the subject properties were updated to C-2 (General Commercial) and C-1 (Neighborhood Commercial).

Proposal:

The City seeks to rezone the properties part of this application to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development) to better conform with the existing land use and character of the surrounding neighborhood.

Several properties along this segment of Dodgion Avenue do not meet the city's current development standards for new single-family homes. This rezoning case includes a request to designate these properties an R-6/PUD zoning classification to ensure the subject properties can be rebuilt to their original construction.

Physical Characteristics of Properties:

Houses along this segment of Dodgion Avenue vary in age from 1890 to the early 1950s. Houses are of similar designs, including ranch-style and bungalow-style homes and vary in size from 750 to 1,400 square feet.

Characteristics of the Area:

This segment of Dodgion Avenue includes commercial uses to the north, west and south. A variety of uses are contained within the surrounding commercial districts including personal services, food establishments, office spaces, auto repair and sales, and self-storage facilities. The subject properties are located south, across US 24 Highway from William Chrisman High School. Subdivisions of similar age, size and design are located to the east of the subject properties part of this rezoning request.

ANALYSIS**Consistency with *Independence for All*, Strategic Plan:**

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain residential in use.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Established Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of ...properties."

Construction of this neighborhood predominantly took place in the first half of the twentieth century. Rezoning these properties retains the character of the neighborhood by aligning their land use with their current use. This rezoning supports the preservation and protection of this neighborhood.

Sub-Area Plans:

These properties are not located within any sub-area plan.

Zoning:

The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

CIP Investments:

There are no CIP Investments planned for this area at this time.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions Residential Established Neighborhood for the area. Staff believes single-family residential zoning is appropriate given the development of this area throughout the first half of the twentieth century.

- 2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**

The properties are not within a sub-area plan area.

- 3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**

The current use of the subject properties is residential. Rezoning these properties conforms to their current use. Residential neighborhoods abut the area to the east.

- 4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**

The proposed R-6 zoning is compatible with the area's existing housing stock.

- 5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.**

C-2 and C-1 zoning is not compatible with existing homes and uses in the area.

- 6. The length of time the subject property has remained vacant as zoned.**

This is not applicable.

- 7. The extent to which approving the rezoning will detrimentally affect nearby properties.**

The rezoning should have no detrimental effect on area properties.

- 8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**

*If rezoning is denied, the property owners and buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this area will reduce nonconformity, in accordance with City Code **Article 8, Chapter 14**.*

EXHIBITS

1. Application
2. Notification Letters External
3. Notification Letters Internal
4. Address Lists External
5. Address List Internal
6. Notification Area Map
7. Affidavit
8. Exploratory Letter
9. Comprehensive Plan map
10. Zoning map

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☒ Rezoning ☒ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

North Dodgion Corrective Rezoning

Project Name

Project Address/Location

N/A	N/A	23	No
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
C-2 and C-1	R-6 and R-6/PUD	Single Family	N/A
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

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

Contact Information

Applicant

City of Independence

Name	Company
111 E Maple Ave	
Address	
(816)325-7421	gglaser@indepmo.org
Phone	Email

Architect/Engineer/Surveyor/Other: _____

Name	Company
Address	
Phone	Email

Owner

Name	Company
Address	
Phone	Email

Architect/Engineer/Surveyor/Other: _____

Name	Company
Address	
Phone	Email

The applicant hereby agrees that the information provided above is accurate.

Applicant's Signature _____ Date _____

Owner's Signature _____ Date _____



September 24, 2025

Dear Property Owner:

The City of Independence is proposing to change the zoning classification of 23 properties located along North Dodgion Avenue from C-2 (General Commercial) and C-1 (Neighborhood Commercial) to R-6 (Single-Family Residential) and R-6/PUD (Single-Family/Planned Unit Development).

You are receiving this notification because your property has been identified as being within 185 feet of the subject properties for rezoning. Rezoning is proposed to better align with the existing uses. Please review the attached exhibit indicating the subject properties.

The properties subject to the rezoning include:

- 700, 800, 816, 826, 827, 829, 832, 912, 914, and 918 North Dodgion Avenue from C-2 (General Commercial) to R-6 (Single-Family Residential).
- 801 and 805 North Dodgion Avenue from C-1 (Neighborhood Commercial) to R-6 (Single-Family Residential)
- 708, 716, 718, 720, 722, 812, 814, 818, 836 and 906 North Dodgion Avenue from C-2 (General Commercial) to R-6/PUD (Single-Family Residential/Planned Unit Development)

The lots on the map are presently zoned C-2 (General Commercial) and C-1 (Neighborhood Commercial). The City is proposing to change the zoning of the lots to R-6 and R-6/PUD--zoning classifications that permit one (1) single-family home per lot.

A formal public hearing on this rezoning will be held on **October 14, 2025** by the Independence Planning Commission at 6:00 p.m. The meeting will also be streamed on City 7 and YouTube. The City Council is scheduled to consider action on this request at its 6:00 p.m. meeting on December 1, 2025.

Property owners included in this rezoning have the right to legally protest the application. Forms are available in the Community Development Department at City Hall.

If you have any questions regarding this matter, please don't hesitate to reach out.

Sincerely,



Gabriel C. Glaser
Planner
(816)325-7421
gglaser@indepmo.org

Subject Properties



North Dodgion

Case #25-100-19



Prepared For: Planning Commission
Meeting Date: October 14, 2025

111 EAST MAPLE AVE. • INDEPENDENCE, MO 64050
INDEPENDENCEMO.ORG



September 24, 2025

Dear Property Owner:

The City of Independence is proposing to change the zoning classification of 23 properties located along North Dodgion Avenue from C-2 (General Commercial) and C-1 (Neighborhood Commercial) to R-6 (Single-Family Residential) and R-6/PUD (Single-Family/Planned Unit Development).

Rezoning is proposed to better align with the existing uses. Please review the attached exhibit indicating the subject properties.

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Property owners included in this rezoning have the right to legally protest the application. Forms are available in the Community Development Department at City Hall.

If you have any questions regarding this matter, please don't hesitate to reach out.

Sincerely,



Gabriel C. Glaser
Planner

(816)325-7421

gglaser@indepmo.org

Subject Properties



North Dodgion

Case #25-100-19



Prepared For: Planning Commission
Meeting Date: October 14, 2025

111 EAST MAPLE AVE. • INDEPENDENCE, MO 64050

INDEPENDENCEMO.ORG

Property Address	Property Owner	Owner Address	City	State	ZIP Code
201 E US 24 HWY	CENLAND ASSOC LIMITED PTP	PO BOX 711	DALLAS	TX	75221-0711
210 E COLLEGE ST	RAYNOR NICCOLAS	91-807 KAUWILI ST	EWA BEACH	HI	96706
211 E COLLEGE ST	HARRIS SAMUEL A & NANCY E	15308 E TRUMAN RD	INDEPENDENCE	MO	64055
225 E COLLEGE ST	GENTRY HAYWOOD LOUIS III	225 E COLLEGE	INDEPENDENCE	MO	64050
227 E COLLEGE ST	LGR HOLDINGS LLC	600 E ADMIRAL BLVD UNIT 1303	KANSAS CITY	MO	64106
239 E COLLEGE ST UNIT A	LUCHT JODIE	921 S MAIN ST	INDEPENDENCE	MO	64050
26-210-03-02-02-0-00-000	EISENBERG L & M KAHN G & R	6310 LAMAR 220	OVERLAND PARK	KS	66202
26-210-03-38-00-0-00-000	ABPLANALP HILLARY & FULTON MICHAEL	805 N DODGION	INDEPENDENCE	MO	64050
304 E COLLEGE ST	GEARY ROBERT A & MICHELLE L	304 E COLLEGE ST	INDEPENDENCE	MO	64050
305 E US 24 HWY	AREC 4 LLC	PO BOX 29046	PHOENIX	AZ	85038-9046
310 E COLLEGE ST	ARF4 LLC	16657 E 23RD ST S STE 370	INDEPENDENCE	MO	64055
315 E NETTLETON AVE	MOSS JERRY W & SHIRLEY L	315 E NETTLETON	INDEPENDENCE	MO	64050
316 E NETTLETON AVE	SAVAGE DEREK DAMON & AMIE CHRISTINE	3141 S BRADFORD LN	INDEPENDENCE	MO	64015
318 E COLLEGE ST	EDWARDS KENNETH J & DANIELLE L	318 E COLLEGE ST	INDEPENDENCE	MO	64050
319 E NETTLETON AVE	JEWETT MARY L	319 NETTLETON	INDEPENDENCE	MO	64050
320 E NETTLETON AVE	LD FAMILY PROPERTIES LLC	PO BOX 214	SIBLEY	MO	64088
323 E NETTLETON AVE	323 E NETTLETON AVENUE LLC	PO BOX 1584	INDEPENDENCE	MO	64055
324 E NETTLETON AVE	EDWARDS WILLIAM P & LISA M	324 E NETTLETON	INDEPENDENCE	MO	64050
327 E NETTLETON AVE	WILLIAMS EVA L	327 NETTLETON AVE	INDEPENDENCE	MO	64050
328 E NETTLETON AVE	WEDDLE RICHARD E	328 E NETTLETON AVE	INDEPENDENCE	MO	64050
331 E NETTLETON AVE	PITTS THOMAS W & KELLY M	19416 E 14TH ST N	INDEPENDENCE	MO	64056
332 E NETTLETON AVE	MOTOWN INVESTMENTS LLC	PO BOX 1584	INDEPENDENCE	MO	64055
630 N DODGION AVE	AMERICAN INVESTMENT PROPERTIES LLC	1498 NW FOXBORO RD	BLUE SPRINGS	MO	64015
631 N NOLAND RD	BELLA CASA INVESTMENTS LLC	17802 E UNION SCHOOL RD	INDEPENDENCE	MO	64058
700 N DODGION AVE	SHELLHORN KEVIN R & CAMPBELL JULIE E	700 N DODGION	INDEPENDENCE	MO	64050
701 N DODGION AVE	TBG HOLDINGS LLC	19704 N DAKOTA DR	INDEPENDENCE	MO	64056
701 N NOLAND RD	KS & MO INVESTMENTS LLC	5960 W PARKER RD # 278-197	PLANO	TX	75093
701 N NOLAND RD	CHURCHS FRIED CHICKEN INC	980 HAMMOND DR NE STE 1100	ALTANTA	GA	30328
705 N DODGION AVE	TCG-CPC LLC	139 CHERRY HILL DR	BELTON	MO	64012

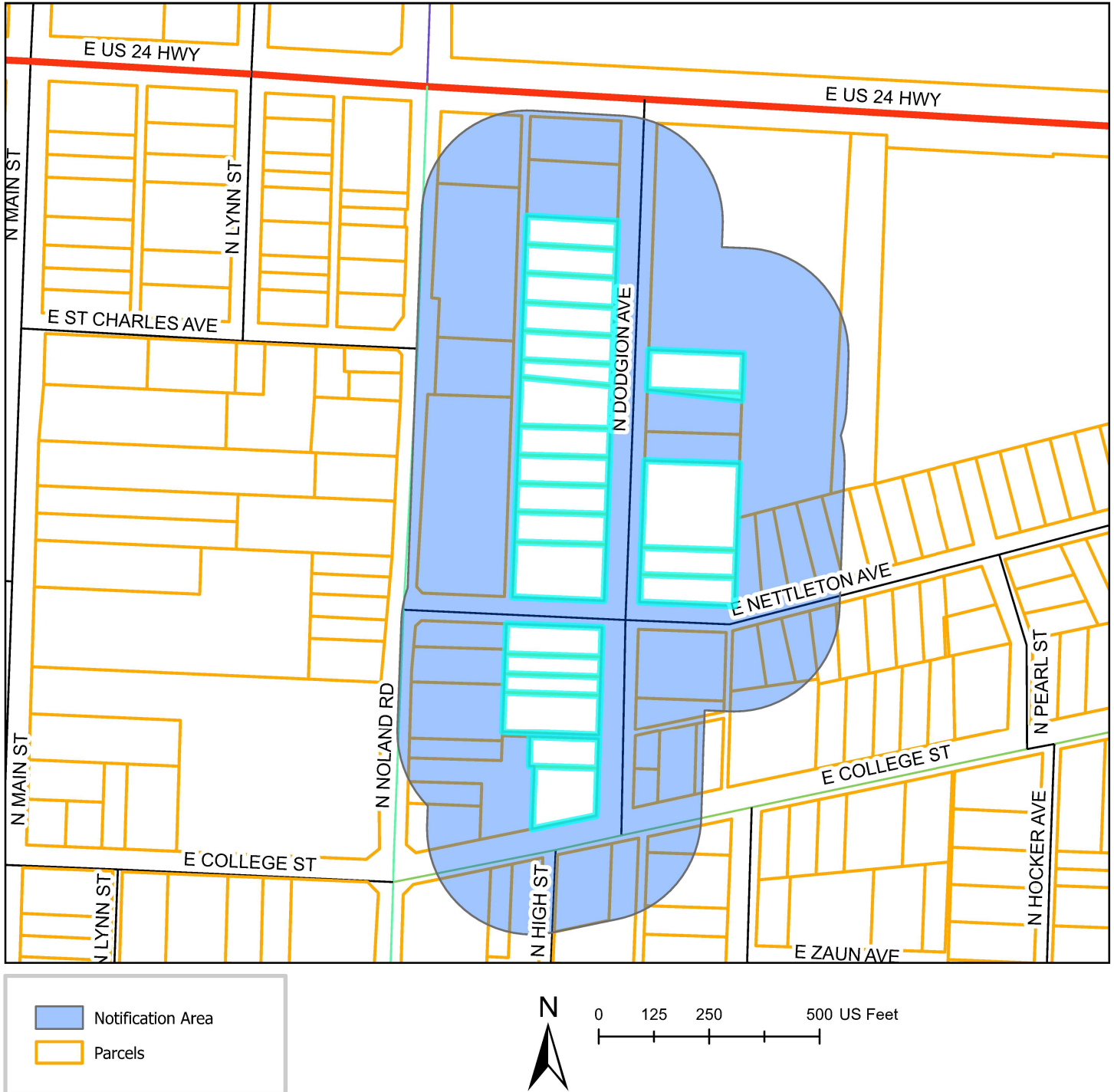
705 N NOLAND RD	VAN LEEUWEN FELIX F & WANDA K	6405 PROCTOR AVE	KANSAS CITY	MO	64133
707 N NOLAND RD	VAN LEEUWEN FELIX & WANDA	6405 PROCTOR	KANSAS CITY	MO	64133
708 N DODGION AVE	BURKMAN JACOB	708 N DODGION ST	INDEPENDENCE	MO	64050
716 N DODGION AVE	MILLER CRYSTAL M & SALUTO JAMES J	716 N DODGION	INDEPENDENCE	MO	64050
718 N DODGION AVE	HERNANDEZ INDALECIO J & TEODOLINDA	718 N DODGION	INDEPENDENCE	MO	64050
720 N DODGION AVE	HERNANDEZ TEODOLINDA	720 N DODGION AVE	INDEPENDENCE	MO	64050
722 N DODGION AVE	HUDSON DREW E & LISA K	PO BOX 3253	INDEPENDENCE	MO	64055
725 N DODGION AVE	IRA CLUB	67 E MADISON ST STE 1510	CHICAGO	IL	60603
731 N DODGION AVE	MOSS JERRY W & SHIRLEY	731 N DODGION ST	INDEPENDENCE	MO	64050
800 N DODGION AVE	KRAFT PROPERTIES ENTERPRISES LLC	1045 METROPOLITAN AVE	KANSAS CITY	KS	66103
801 N DODGION AVE	FULTON MICHAEL T & ABPLANALP HILLARY	805 N DODGION AVE	INDEPENDENCE	MO	64050
812 N DODGION AVE	MCCLAIN ALLEN J & JEANNE D	812 N DODGION	INDEPENDENCE	MO	64050
814 N DODGION AVE	MANNS REAL ESTATE INVESTMENTS 010A LLC	PO BOX 351	INDEPENDENCE	MO	64051
815 N NOLAND RD STE 1	NOLAND SHOPS LLC	7500 NW 25TH ST UNIT 257	DORAL	FL	33122
818 N DODGION AVE	GAMMA LLC	PO BOX 1693	INDEPENDENCE	MO	64055
821 N DODGION AVE	FLORES FRANCISCO J	821 N DODGION ST	INDEPENDENCE	MO	64050
826 N DODGION AVE	HEFFRON RANDALL	826 N DODGION AVE	INDEPENDENCE	MO	64050
827 N DODGION ST	REED PERRY A	1209 W WALNUT ST	INDEPENDENCE	MO	64050
829 N DODGION AVE	BEEBE KATHY J	826 N DODGION	INDEPENDENCE	MO	64050
829 N NOLAND RD	HILL PATRICIA ANN	17703 E REDWOOD DR	INDEPENDENCE	MO	64056
832 N DODGION AVE	SPORTSMAN JAMIE	832 N DODGION ST	INDEPENDENCE	MO	64050
836 N DODGION AVE	MAGGIO CONNIE	836 N DODGION AVE	INDEPENDENCE	MO	64050
906 N DODGION AVE	BELL JEFF A	906 N DODGION AVE	INDEPENDENCE	MO	64050
911 N NOLAND RD APT A	FLEMING EDGAR H	2039 S 85TH AVE	OMAHA	NE	68124
912 N DODGION AVE	HAWKINS KATHI S	912 N DODGION AVE	INDEPENDENCE	MO	64050
914 N DODGION AVE	MUNJAK TODD	918 N DODGION	INDEPENDENCE	MO	64050
918 N DODGION AVE	MUNJAK TODD J	918 N DODGION ST	INDEPENDENCE	MO	64050
922 N DODGION AVE	HOYT JEFFREY B	101 SW 9TH ST	OAK GROVE	MO	64075
930 N DODGION AVE	MONROE L L C	1915 N LAZY BRANCH RD	INDEPENDENCE	MO	64058

Property Address	Property Owner	Owner Address	City	State	ZIP Code
0 SITUS VERIFICATION IN PROGRESS	ABPLANALP HILLARY & FULTON MICHAEL	805 N DODGION	INDEPENDENCE	MO	64050
700 N DODGION AVE	SHELLHORN KEVIN R & CAMPBELL JULIE E	700 N DODGION	INDEPENDENCE	MO	64050
708 N DODGION AVE	BURKMAN JACOB	708 N DODGION ST	INDEPENDENCE	MO	64050
716 N DODGION AVE	MILLER CRYSTAL M & SALUTO JAMES J	716 N DODGION	INDEPENDENCE	MO	64050
718 N DODGION AVE	HERNANDEZ INDALECIO J & TEODOLINDA	718 N DODGION	INDEPENDENCE	MO	64050
720 N DODGION AVE	HERNANDEZ TEODOLINDA	720 N DODGION AVE	INDEPENDENCE	MO	64050
722 N DODGION AVE	HUDSON DREW E & LISA K	PO BOX 3253	INDEPENDENCE	MO	64055
800 N DODGION AVE	KRAFT PROPERTIES ENTERPRISES LLC	1045 METROPOLITAN AVE	KANSAS CITY	KS	66103
801 N DODGION AVE	FULTON MICHAEL T & ABPLANALP HILLARY	805 N DODGION AVE	INDEPENDENCE	MO	64050
805 N DODGION AVE	FULTON MICHAEL T & ABPLANALP HILLARY	805 N DODGION AVE	INDEPENDENCE	MO	64050
812 N DODGION AVE	MCCLAIN ALLEN J & JEANNE D	812 N DODGION	INDEPENDENCE	MO	64050
814 N DODGION AVE	MANNS REAL ESTATE INVESTMENTS 010A LLC	PO BOX 351	INDEPENDENCE	MO	64051
816 N DODGION AVE	MANNS REAL ESTATE INVESTMENTS 010A LLC	PO BOX 351	INDEPENDENCE	MO	64051
818 N DODGION AVE	GAMMA LLC	PO BOX 1693	INDEPENDENCE	MO	64055
826 N DODGION AVE	HEFFRON RANDALL	826 N DODGION AVE	INDEPENDENCE	MO	64050
827 N DODGION ST	REED PERRY A	1209 W WALNUT ST	INDEPENDENCE	MO	64050
829 N DODGION AVE	BEEBE KATHY J	826 N DODGION	INDEPENDENCE	MO	64050
832 N DODGION AVE	SPORTSMAN JAMIE	832 N DODGION ST	INDEPENDENCE	MO	64050
836 N DODGION AVE	MAGGIO CONNIE	836 N DODGION AVE	INDEPENDENCE	MO	64050
906 N DODGION AVE	BELL JEFF A	906 N DODGION AVE	INDEPENDENCE	MO	64050
912 N DODGION AVE	HAWKINS KATHI S	912 N DODGION AVE	INDEPENDENCE	MO	64050
914 N DODGION AVE	MUNJAK TODD	918 N DODGION	INDEPENDENCE	MO	64050
918 N DODGION AVE	MUNJAK TODD J	918 N DODGION ST	INDEPENDENCE	MO	64050

Notification Area Map

North Dodgion

Case #25-100-19



Prepared For: Planning Commission
Meeting Date: October 14, 2025

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-100-19

I, Miranda Rice, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 24th day of September, 2025.

Miranda L Rice

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 24 day of September, 2025.

Jodi R Baker
Notary Public

March 6, 2028
Commission Expiration Date

JODI R BAKER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: March 06, 2028
Commission Number: 24757914



August 7, 2025

Dear Property Owner:

The City of Independence is proposing to change the zoning classification of several properties located along Noland Road and Dodgion Avenue.

The city is proposing to change the zoning of the subject properties from C-2 (General Commercial) and C-1 (Neighborhood Commercial) to R-6 (Single-Family Residential). The subject properties part of this proposed rezoning are currently single-family homes. This proposed rezoning will better align the zoning district classification to the existing use.

Both a map highlighting the subject properties (cyan) and a list of the lots proposed to be rezoned are included in this mailing. The city is proposing to change the zoning classification of the properties indicated on the map and list to R-6 (Single-Family Residential)—a classification that allows one (1) single-family dwelling unit per lot.

The intent of this letter is to gauge public interest in this proposed rezoning. Please provide your response to this proposal by August 21, 2025. Any input that you're able/willing to provide is greatly appreciated.

Sincerely,

Gabriel C Glaser

Planner

City of Independence, Mo

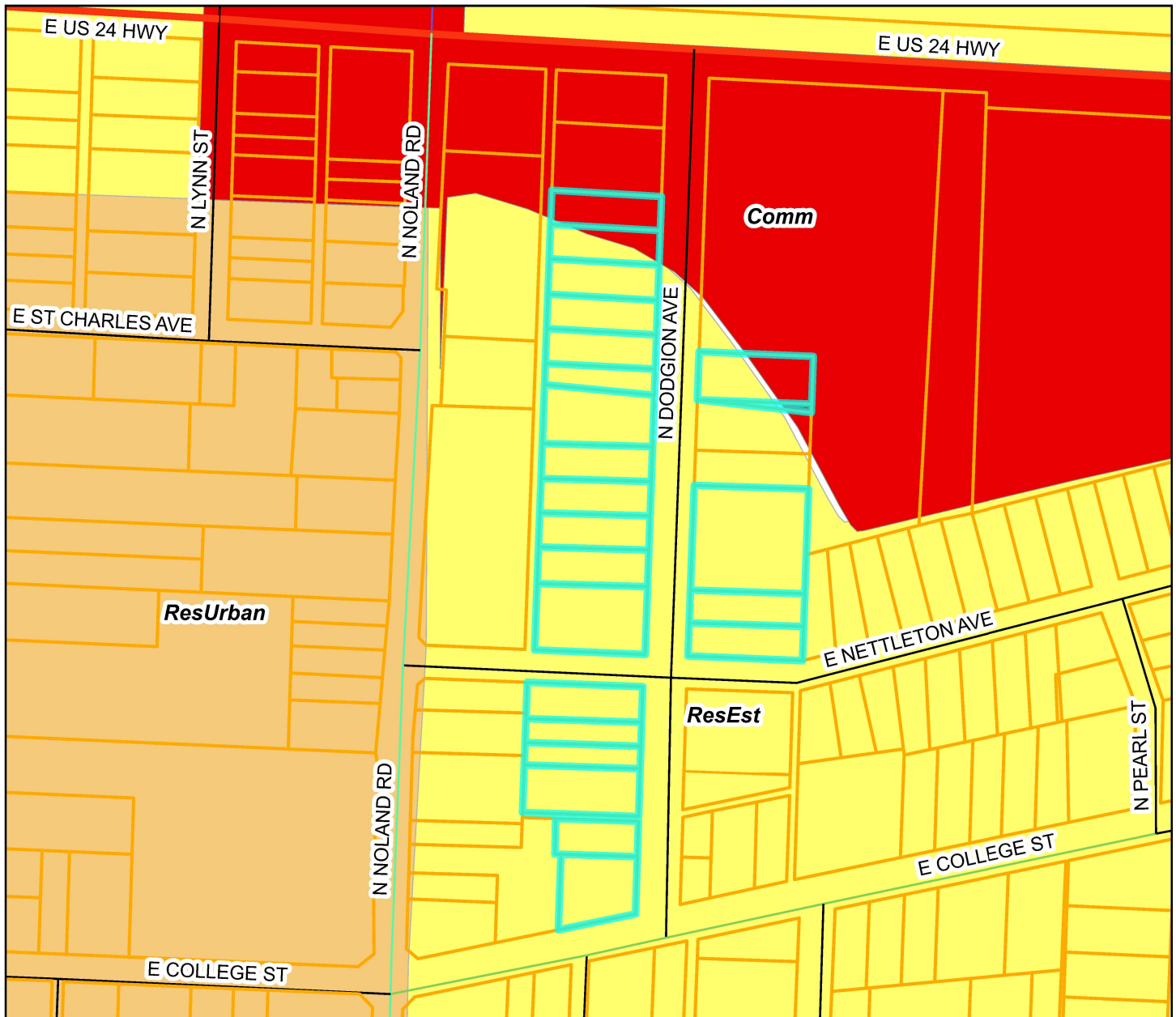
(816)325-7421

gglaser@indepmo.org

Comprehensive Plan

North Dodgion

Case #25-100-19

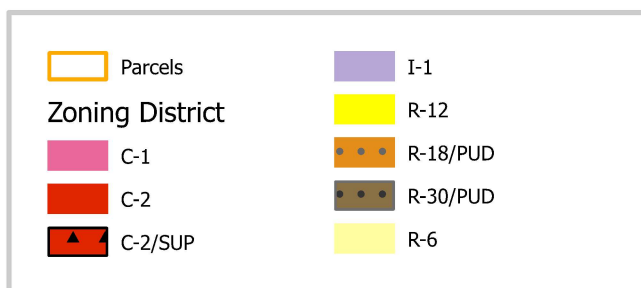
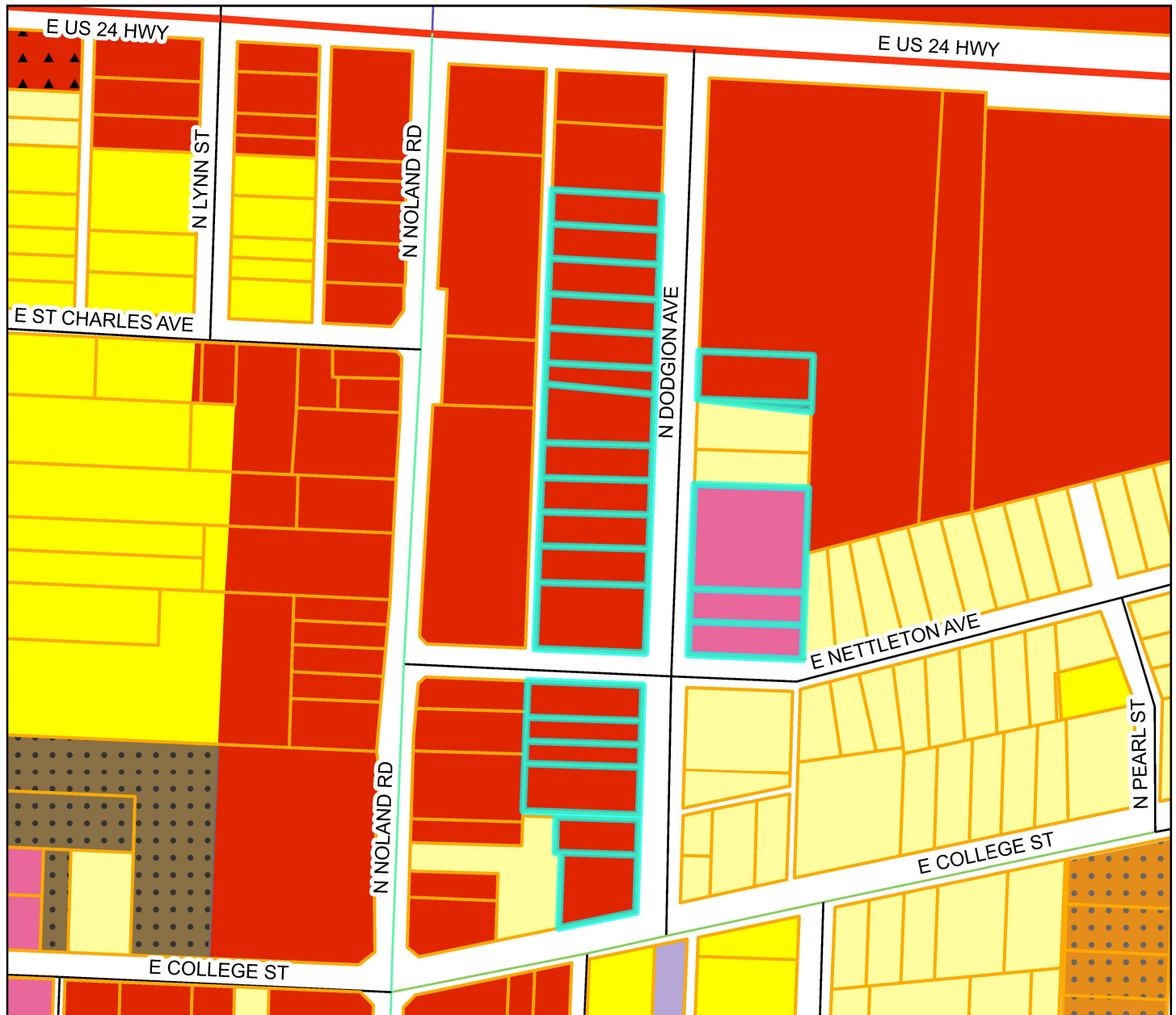


Prepared For: Planning Commission
Meeting Date: October 14, 2025

Zoning Map

North Dodgion

Case #25-100-19



0 125 250 500 US Feet

Prepared For: Planning Commission
Meeting Date: October 14, 2025



Planning Commission Minutes

October 14, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 10/14/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes – September 9, 2025

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda and pull Case 25-310-02 for separate consideration. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. Case 25-310-02 – Preliminary Plat – A request for Preliminary Plat approval for a tract of land Northeast of the intersection of Highway M-78 and Little Blue Parkway.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that the lot configurations had changed compared to the previous version, and that the Preliminary Plat reflected the realignment of Bly Road. Mr. Rick Arroyo agreed with Mr. Harker's explanation.

PUBLIC HEARINGS

1. **Case 25-100-18 – Rezoning – North Square** - A request to rezone the properties generally located North of Farmer, South of Nettleton, East of Spring and West of Main from R-30 (High Density Residential) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Public Comments

Emmett Morris, 508 N. Liberty St., spoke in support of the rezoning, encouraging its approval and noting that it would provide a strong foundation for the neighborhood's future growth.

Commissioner Comments

In response to Commissioner Ashbaugh's question, Mr. Harker clarified that all properties included in this rezoning area are single-family residences and that the adjacent apartment complexes are not part of the rezoning.

In response to Commissioner Nesbitt's concern, Mr. Harker stated that staff verified all houses within the rezoning area are single-family residences and not apartments.

In response to Chairperson Wiley, Mr. Harker explained that the proposed rezoning would help preserve the integrity of the neighborhood's historic district, which was originally developed for single-family homes.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-19 – Rezoning – North Dodgion** - A request to rezone the properties along Dodgion Avenue between College Avenue and US 24 Highway from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Public Comments

No public comments.

Commissioner Comments

Regarding Commissioner Nesbitt's inquiry, Mr. Glaser clarified that 812 N. Dodgion Ave. should be corrected from C-2 (General Commercial) to R-6/PUD (Single-Family Residential/Planned Unit Development) due to lot size and setback requirements. He also noted that the property should be removed from the initial list of addresses proposed to change from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single-Family Residential).

Motion

Commissioner Dan O'Neill made a motion to approve the case as amended. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-100-20 – Rezoning – 1116 S Woodland Ave & 1506 W 23rd Street** - A request to rezone the properties at 1116 S Woodland & 1506 W 23rd Street from I-1 (Industrial) to R-12 (Two Family Residential).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments

David Gillpatrick, 123 East Kansas Avenue, speaking on behalf of the applicant, Zackary Whitworth. In response to Chairperson Wiley's questions, Mr. Gillpatrick clarified that the alleyway extends the full length of the block, passing several houses, and serves as access to the property. He further noted that, based on current understanding, there has been no discussion or condition that would require the gravel parking area to be paved. Mr. Gillpatrick also stated that their goal is to enhance the area and improve its overall appearance.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that while the property lines appear slightly misaligned on the maps, they do not extend onto the neighboring property. He further clarified that the alleyway shown is actually an access point to the property, not a platted alley. Regarding parking, he noted that if the property is rezoned, the owner would not be required to replace the gravel parking area with pavement unless new construction exceeds 50% of the property's market value or the gravel area falls into disuse and becomes overgrown, at which point the legal nonconformity would be lost and paving would be required.

In response to Commissioner Young, Mr. Harker confirmed the home is for sale and any proposed improvements would require internal administrative approval.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 25-200-10 – Special Use Permit – 711 N Arapaho Street** – A request to operate a Bed & Breakfast at the property.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Applicant Comments

Adriana, 711 N Arapaho Street, shared that the couple, currently the only residents of their spacious home, have always enjoyed hosting friends and family. They would like to welcome travelers to the cozy basement studio, which has its own private entrance and bathroom, aligning with their dreams of building a future in real estate. She stated that they are confident they can meet the conditions outlined by the Staff.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

5. **Case 25-200-11 – Special Use Permit – 1112 Dickinson Road** – A request to operate a light equipment sales business at the property.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Steven Fairfield, 1112 N. Dickinson Road, shared that his family has owned the building for 30 years and that his business has operated among three businesses. He is seeking an additional business license to sell trailers. Mr. Fairfield is looking to get an additional business license to sell trailers.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Glaser stated the applicant proposes to pave 2,000 sf to allow a small display area within the gravel lot. Under Section 14409, which governs

light equipment sales, displayed items are required to be on an all-weather surface such as concrete or asphalt, prompting this request. No additional green space would be required.

ROUNDTABLE - NEXT MEETING OCTOBER 28, 2025

ADJOURNMENT

The meeting was adjourned at 7:11 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-114 **1R** An ordinance approving a rezoning from District I-1 (Industrial) to District R-12 (Two-Family Residential) for the property located at 1116 S. Woodland Avenue and 1506 W. 23rd Street S. **1R Read**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval to rezone the property 1116 S. Woodland Avenue and 1506 W. 23rd Street S. from I-1 (Industrial) to R-12 (Two-Family Residential). A second was made by Commissioner Ferguson. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed, and such the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

Zachary B. Whitworth requests to rezone the subject property from I-1 (industrial) to R-12 (Two-Family Residential).

Zoning History:

This area was annexed by the City of Independence in 1851. The property included in this application to be rezoned was platted as the Forest Home addition in the 1920's. The duplex is set on the North 60 feet of Lot 8, Block 3.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, 1116 S. Woodland Avenue and 1526 W. 23rd Street S. were zoned M-1 (Industrial). The city adopted its Unified Development Ordinance (UDO) (Ordinance No. 17339) in 2009, and the M-1 (Industrial) zoning was converted to I-1 (Industrial).

Proposal:

Zachary B. Whitworth seeks to rezone the residential units (1116 S. Woodland Avenue and 1506 W. 23rd Street S.) of the lot to R-12 (Two-Family Residential) to satisfy a lender's concern about the property's legal nonconformity. This down-zoning will better conform with the existing land use and character of the adjacent neighborhood.

Physical Characteristics of Property:

The applicant's property is an early twentieth century, one-story bungalow home with off-white wood siding that was originally a single-family residence. It was converted into a duplex decades ago by constructing a breezeway to an accessory structure to the west. The property has existing gravel pull-offs immediately off a gravel alley. Depending on the construction costs of any permitted future improvements, the driveway may or may not have to be repaved.

Characteristics of the Area:

The W. 23rd Street S. corridor (both east and west) is a business corridor. However, S. Woodland Avenue is a street of single-family homes within a surrounding neighborhood of mostly single-family homes and some duplexes. The homes in the area are similar pre-World War II-era houses, mostly bungalows.

ANALYSIS**Consistency with *Independence for All*, Strategic Plan:**

This proposal conforms with Independence for All, strategic plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain single-family residential in use.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Established Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of historic properties."

Construction of this neighborhood predominantly took place in the early twentieth century. Rezoning this property helps retain the character of the neighborhood by aligning the home's zoning with their current use. This rezoning supports the preservation and protection of this neighborhood.

Sub-Area Plans:

The duplex is in an area without a sub-area plan.

Zoning:

The proposed R-12 (Two-Family Residential) zoning classification allows for one or two-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, etc.). Currently, the property is zoned I-1 (Industrial) and allows for offices, auto repair, warehousing, distribution, wholesaling, mini-storage and various other related uses.

Driveway and Access:

The duplex has an existing legal nonconforming gravel driveway (with space for two cars) off-of the west alley.

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

Public Improvements:

No public improvements will be required.

CIP Investments:

There are no CIP Investments planned for this area at this time.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions Residential Urban Neighborhood uses for the area. Staff concurs that R-12 residential zoning is appropriate given the existing neighborhood pattern.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

There is no sub-area plan for the area.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

There are nearby R-12 zoned properties with single-family homes to the north and west.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-12 zoning is compatible with the character of the area's existing housing stock.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

The I-1 zoning is not compatible with the existing housing stock and uses along S. Woodland Avenue.

6. The length of time the subject property has remained vacant as zoned.

The property has been continuously occupied.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

*If the rezoning is denied, the property owner cannot restore the structure. Future buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this property would reduce nonconformity, in accordance with City Code **Article 8, Chapter 14**.*

Draft Planning Commission minutes are attached.

Emergency Justification:

Fiscal Impact:

Council Action:

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

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 25-100-20
2. Rezoning Staff Report 25-100-20
3. Narrative_Redacted
4. Application_Redacted
5. Notification Letter Sample- 1116 S Woodland Ave 9.24.2025
6. Notification Addresses
7. Notification Area Map
8. Affidavit_1116 S Woodland Ave
9. Forest Home Subdivision Drawing
10. Pictures
11. Comprehensive Plan
12. Zoning Map
13. Planning Commission Meeting Minutes 10-14-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT I-1 (INDUSTRIAL) TO DISTRICT R-12 (TWO-FAMILY RESIDENTIAL) FOR THE PROPERTY LOCATED AT 1116 S. WOODLAND AVENUE AND 1506 W. 23RD STREET S.

WHEREAS, a request by Zackary B. Whitworth to rezone the property located at 1116 S. Woodland Avenue & 1506 W. 23rd Street S. from District I-1 (Industrial) to District R-12 (Single-Family Residential) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on October 14, 2025 and rendered a report to the City Council recommending the rezoning be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a vote of approval for the Rezoning of said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described property is hereby rezoned from District I-1 (Industrial) to District R-12 (Two-Family Residential) and shall be subject to the regulations of said district:

North 60 feet of Lot 8, Block 3, Forest Home

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and

shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

MEETING DATE: October 14, 2025

STAFF: Brian L. Harker, Planner

PROJECT NAME: Woodland Avenue Rezoning

CASE NUMBER/REQUESTS: **Case 25-100-20 – Rezoning – 1116 S Woodland Ave & 1506 W 23rd Street -**
A request to rezone the properties at 1116 S Woodland & 1506 W 23rd Street from I-1 (Industrial) to R-12 (Two Family Residential).

APPLICANT/OWNER: Zackary B. Whitworth

APPLICANT/OWNER ADDRESS: 6677 Cherry Grove Circle, Orlando, FL 32809

STITUS ADDRESS: 1116 S. Woodland Avenue

UNIT ADDRESSES: 1116 S. Woodland Avenue and 1506 W. 23rd Street S.

SURROUNDING ZONINGS/LAND USES:

North: I-1 (Industrial)...single-family residence
South: C-2 (General Commercial)...auto title loans and payday loans
East: I-1 (Industrial)...used car lots
West: I-1 (Industrial)...metal recycling

PUBLIC NOTICE:

- Letters to property owners – September 26, 2025
- Public Notice published in the Independence Examiner – September 27, 2025
- Signs posted on property – September 26, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on November 17, 2025 and the public hearing/second reading on December 1, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Zackary B. Whitworth to rezone the property located at 1116 S. Woodland Avenue from I-1 (Industrial) to R-12 (Two-Family Residential).

Current Zoning: I-1 (Industrial)

Proposed Zoning: R-12 (Two-Family Residential)

Current Use: Two-family residence

Continued Use: Two-family residence

Zoning History:

This area was annexed by the City of Independence in 1851. The property included in this application to be rezoned was platted as the Forest Home addition in the 1920's. The duplex sets on the North 60 feet of Lot 8, Block 3.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, 1116 S. Woodland Avenue and 1526 W. 23rd Street S. were zoned M-1 (Industrial). The city adopted its Unified Development Ordinance (UDO) (Ordinance No. 17339) in 2009, and the M-1 (Industrial) zoning was converted to I-1 (Industrial).

Proposal:

Zackary B. Whitworth seeks to rezone the residential units that sit on this lot (1116 S. Woodland Avenue and 1506 W. 23rd Street S.) to R-12 (Two-Family Residential) to satisfy a lender's concern about the property's legal nonconformity. This downzoning will better conform with the existing land use and character of the adjacent neighborhood.

Physical Characteristics of Property:

The applicant's property is an early twentieth century, one-story bungalow home with off-white wood siding that was originally a single-family residence. It was converted into a duplex decades ago by constructing a breezeway to an accessory structure to the west. The property has existing gravel pull-offs immediately off a gravel alley. Depending on the construction costs of any permitted future improvements, the driveway may or may not have to be repaved.

Characteristics of the Area:

The 23rd Street corridor (both east and west) is a business corridor. However, Woodland Avenue is a street of single-family homes within a surrounding neighborhood of mostly single-family homes and some duplexes. The homes in the area are similar pre-World War II era houses, mostly bungalows.

ANALYSIS**Consistency with *Independence for All*, Strategic Plan:**

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain single-family residential in use.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Established Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of historic properties."

Construction of this neighborhood predominantly took place in the early twentieth century. Rezoning this property helps retain the character of the neighborhood by aligning the home's zoning with their current use. This rezoning supports the preservation and protection of this neighborhood.

Sub-Area Plans:

The duplex is in an area without a sub-area plan.

Zoning:

The proposed R-12 (Two-Family Residential) zoning classification allows for one or two-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, etc.). Currently, the property is zoned I-1 (Industrial) and allows for offices, auto repair, warehousing, distribution, wholesaling, mini-storage and various other related uses.

Driveway and Access:

The duplex has an existing legal nonconforming gravel driveway (with space for two cars) off-of the west alley.

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

Public Improvements:

No public improvements will be required.

CIP Investments:

There are no CIP Investments planned for this area at this time.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions Residential Urban Neighborhood uses for the area. Staff concurs that R-12 residential zoning is appropriate given the existing neighborhood pattern.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

There is no sub-area plan for the area.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

There are nearby R-12 zoned properties with single-family homes to the north and west.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-12 zoning is compatible with the character of the area's existing housing stock.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

The I-1 zoning is not compatible with the existing housing stock and uses along Woodland Avenue.

6. The length of time the subject property has remained vacant as zoned.

The property has been continuously occupied.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

*If the rezoning is denied, the property owner cannot restore the structure. Future buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this property would reduce nonconformity, in accordance with City Code **Article 8, Chapter 14**.*

EXHIBITS

1. Cover Letter
2. Application
3. Notification Letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Drawing
8. Pictures
9. Comprehensive Plan Map
10. Zoning Map

Brian Harker

From: Zack Whitworth [REDACTED]
Sent: Tuesday, August 26, 2025 1:31 AM
To: CD Planning
Subject: Rezoning application form - 1116 S Woodland Ave
Attachments: Planning Commission - Planning and Zoning Application - 1116 S Woodland Ave.pdf



You don't often get email from [REDACTED] [Learn why this is important](#)

Hello,
Please see attached rezoning application form.

I spoke to Gabe yesterday about this duplex I have for sale that is now being blocked by the buyer's lender, as it is showing as zoned Industrial instead of Residential - which will delay or void the sale of this property under-contract for 8/29/2025 closing.

Please note, there is no way I could have known this was zoned Industrial by the city, as even the Jackson Co Parcel Viewer website shows this property as Residential (see below).

Please advise if the attached form is completed sufficiently, allowing me to pay the fee and have it re-zoned as Residential as soon as possible.

Thanks,
Zack Whitworth
Kinship Realty LLC



Profile				
Land	PARID: 2642024070000000		ROLL: REAL	Recd
Values	NBHD: RIN28200		1116 S WOODLAND AVE	Return 1
Sales	WHITWORTH ZACKARY BRANDON			
Residential	Tax Year: 2025			
Commercial	Parcel			Actions
CBY	Alt ID	3375246		Neigh
Permits	Address	1116 S WOODLAND AVE		Print
Full Legal	City, State, Zip	INDEPENDENCE MO 64050		Print
Alt Address	Neighborhood	RIN28200		
Exemptions	Primary Class	R - RESIDENTIAL		Reports
TIF	Land Use Code	1150 - CONV. HOUSE TO		Road Prop
Map	Living Units	2		
Sketch	Acres	.21		
TCM Photo	Location	00		
Documents	Fronting	A-Corner		
	Street Code	-/-		
	Traffic	3+HEAVY		
	Topo1/Topo2/Topo3	-/-		
	Unit1/Unit2/Unit3	1-ALL PUBLIC/-/-		
	Note Code 1			

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☒ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Project Information: R-2/Two-Family Residential Rezoning for grandfathered rental property that is currently zoned Industri

Project Name

1116 S Woodland Avenue + 1506 W 23rd St. South (duplex/shared roof)

Project Address/Location

1450	0.21	1	No
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
Industrial	Residential	R-2, Two-Family Residential	R-2 Two-Family Residential
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

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

Contact Information

Applicant

Zackary B Whitworth Kinship Realty LLC

Name

Company

Owner

Zackary B Whitworth

Name

Company

Phone

Email

Architect/Engineer/Surveyor/Other: N/A

Phone

Email

Architect/Engineer/Surveyor/Other: N/A

Name

Company

Name

Company

Address

Address

Phone

Email

Phone

Email

The applicant hereby agrees that the information provided above is accurate.

Zack Whitworth 08-26-2025
Applicant's Signature Date

Zack Whitworth 08-26-2025
Owner's Signature Date

Appendix B - Property Owner Notification Letter

City of Independence, Missouri

Date: 09-24-2025

Case No. 25-100-20

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

- ☒ Rezoning ☐ Rezoning/PUD ☐ Special Use Permit
☐ Preliminary Development Plan

Proposed project description:

R-2/Two-Family Residential Rezoning for grandfathered

rental property that is currently zoned industrial.

Applicant:

Zackary B Whitworth, Owner – Kinship Realty LLC

Location of Property:

1116 S Woodland Ave + 1506 W 23rd St. South (duplex/shared roof)

Planning Commission Meeting Date: October 14, 2025, at 6:00 p.m.

City Council Meeting Date: December 1, 2025, at 6:00 p.m.

Location of public hearings:

City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

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

Applicant (or Owner/Agent)

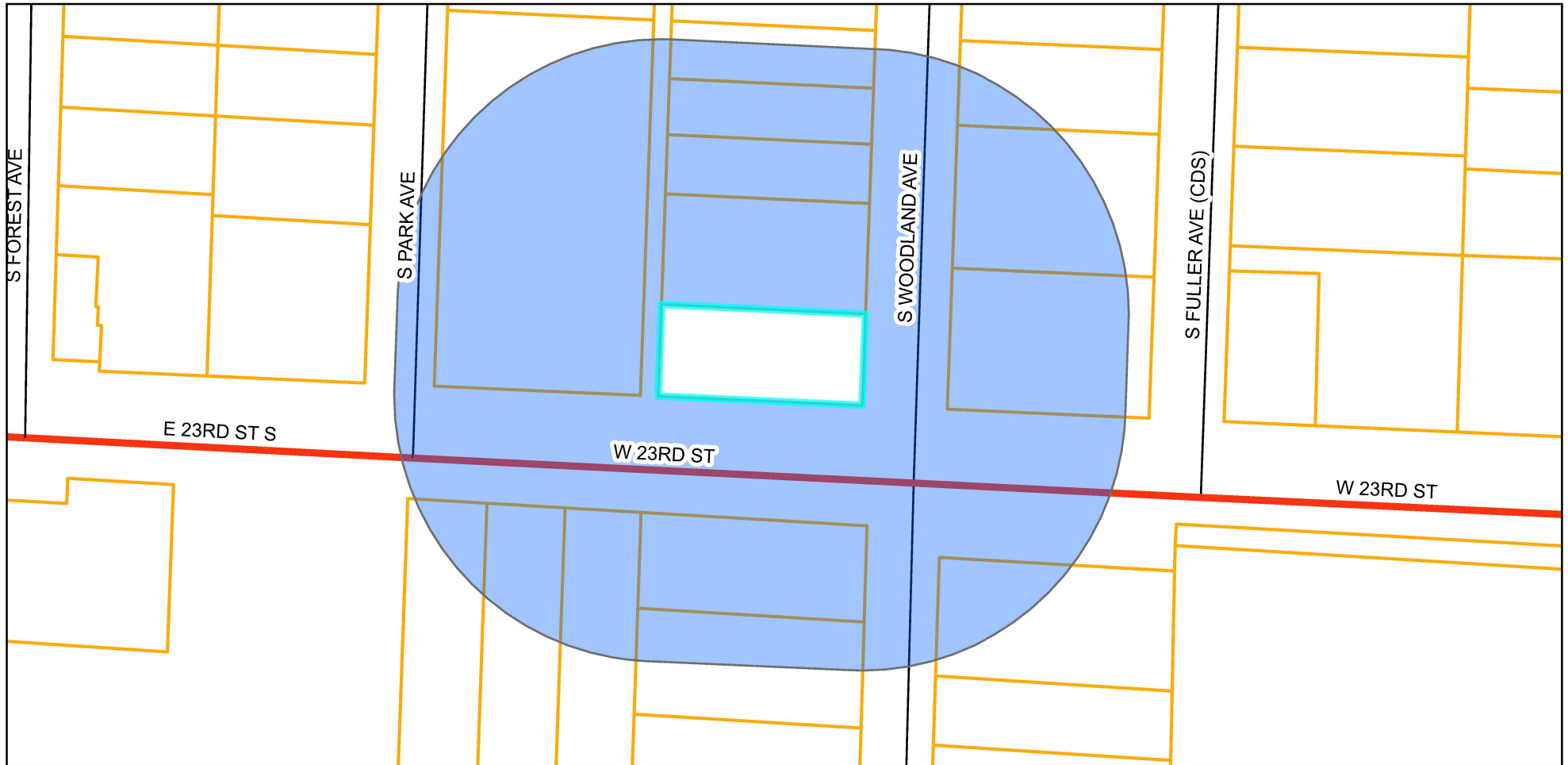
For more information, contact the Community Development Department at 816-325-7421.

Property Address	Property Owner	Owner Address	City	State	ZIP Code
1106 S WOODLAND AVE	NICE HOUSES LLC	2211 N 69TH TERRACE	KANSAS CITY	KS	66109
1107 S WOODLAND AVE	DANNY E RAINS REVOCABLE TRUST AGREEMENT DATED 04-06-2022	26901 E BUNDSCHU RD	BUCKNER	MO	64016
1108 S WOODLAND AVE	MOURRA JOYCE & RAUL	1514 S PEARL	INDEPENDENCE	MO	64055
1110 S WOODLAND AVE	STARK JAMES E & BARBARA A	1110 S WOODLAND AVE	INDEPENDENCE	MO	64050
1112 S WOODLAND AVE	ABBOTT ANTHONY & BARBARA	5020 ST JOHN AVE	KANSAS CITY	MO	64123-1843
1114 S FULLER AVE	FRANZESKOS PROPERTIES I LLC	12415 NE 144TH ST	KEARNEY	MO	64060
1204 S WOODLAND AVE	CALDERON MARIO & FATIMA	3419 S ATHERTON AVE	INDEPENDENCE	MO	64055
1415 W 23RD ST S	ROTTINGHAUS REAL ESTATE LLC	PO BOX 356	ONALASKA	WI	54650
1503 W 23RD ST S	JPA PROPERTIES LLC	217 SE CHELSEA DR	LEES SUMMIT	MO	64063
1507 W 23RD ST S	HENDREN PROPERTIES LLC	1507 W 23RD ST S	INDEPENDENCE	MO	64050
1511 W 23RD ST S	LOPEZ JORGE BARRAGAN & GONZALEZ GUERRERO ANA P	1511 W 23RD ST	INDEPENDENCE	MO	64050
1511 W 23RD ST S	RASMUSSEN RYAN R & KIMBRY L	3845 S 103RD EAST AVE STE 101	TULSA	OK	74146
1514 W 23RD ST S	GLADE LAND LLC	603 NE FIELD CREEK DR	BLUE SPRINGS	MO	64014

Notification Area Map

1116 S Woodland Ave

Case #25-100-20



Legend

-  Notification Area
-  Parcels

0 75 150 300 US Feet

Prepared For: Planning Commission
Meeting Date: October 14, 2025



Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-100-20

I, Zachary B. Whitworth, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 24th day of September, 2025.

Zachary B. Whitworth
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 24th day of September, 2025
25

[Signature]
Notary Public

07/27/2029
Commission Expiration Date

BRANDON KELLY GIBSON
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Jul. 27, 2029
Commission # 25910694

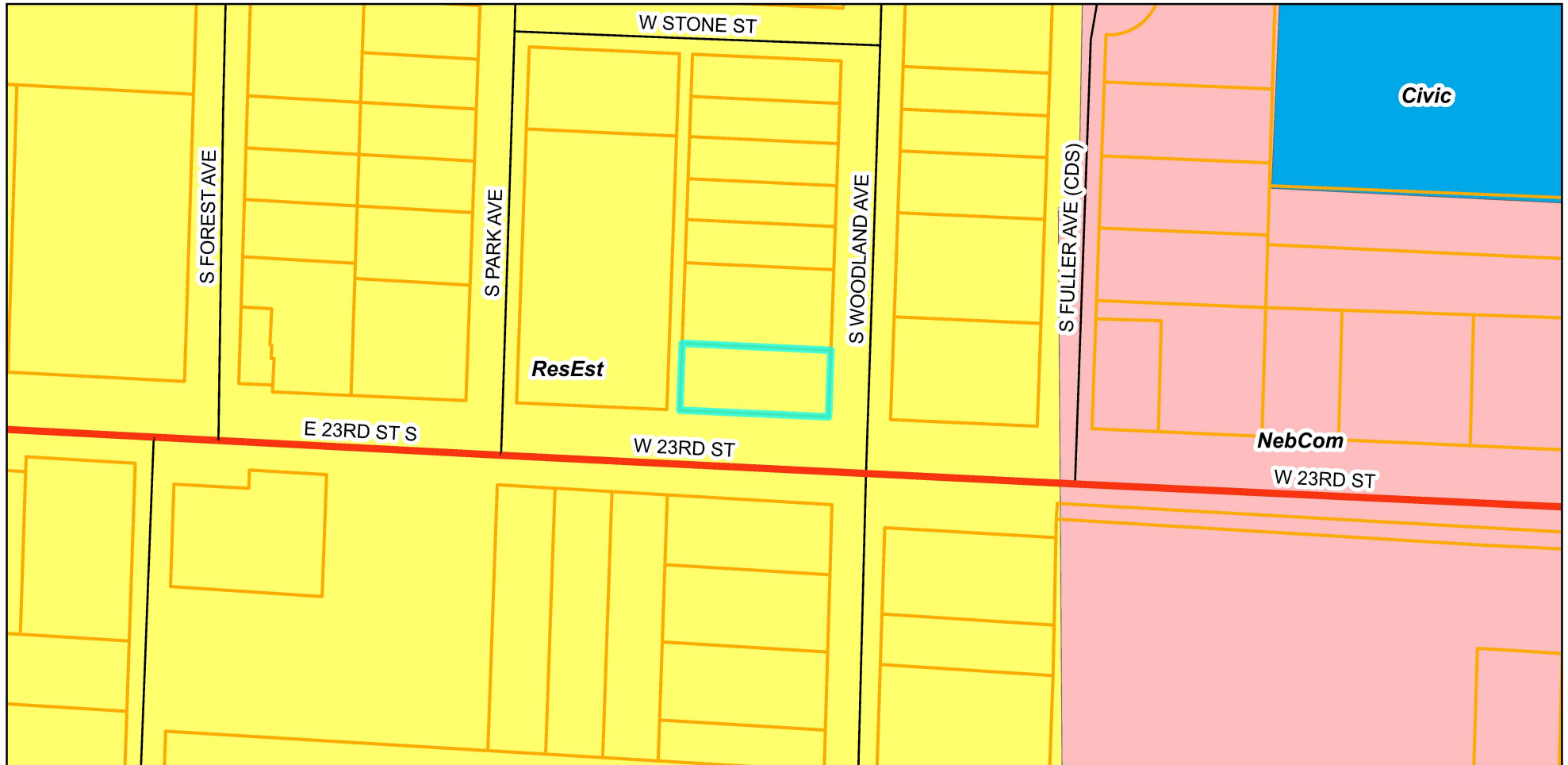




Comprehensive Plan

1116 S Woodland Ave

Case #25-100-20



Legend

Parcels

Comprehensive Plan

Residential Neighborhoods

Neighborhood Commercial

Civic / Public

0 50 100 200 US Feet
|-----|-----|-----|

Prepared For: Planning Commission
Meeting Date: October 14, 2025



Zoning Map

1116 S Woodland Ave

Case #25-100-20



Legend

Parcels

Zoning District

C-2

I-1

R-12

0 75 150 300 US Feet

Prepared For: Planning Commission
Meeting Date: October 14, 2025





Planning Commission Minutes

October 14, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 10/14/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes – September 9, 2025

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda and pull Case 25-310-02 for separate consideration. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. Case 25-310-02 – Preliminary Plat – A request for Preliminary Plat approval for a tract of land Northeast of the intersection of Highway M-78 and Little Blue Parkway.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that the lot configurations had changed compared to the previous version, and that the Preliminary Plat reflected the realignment of Bly Road. Mr. Rick Arroyo agreed with Mr. Harker's explanation.

PUBLIC HEARINGS

1. **Case 25-100-18 – Rezoning – North Square** - A request to rezone the properties generally located North of Farmer, South of Nettleton, East of Spring and West of Main from R-30 (High Density Residential) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Public Comments

Emmett Morris, 508 N. Liberty St., spoke in support of the rezoning, encouraging its approval and noting that it would provide a strong foundation for the neighborhood's future growth.

Commissioner Comments

In response to Commissioner Ashbaugh's question, Mr. Harker clarified that all properties included in this rezoning area are single-family residences and that the adjacent apartment complexes are not part of the rezoning.

In response to Commissioner Nesbitt's concern, Mr. Harker stated that staff verified all houses within the rezoning area are single-family residences and not apartments.

In response to Chairperson Wiley, Mr. Harker explained that the proposed rezoning would help preserve the integrity of the neighborhood's historic district, which was originally developed for single-family homes.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-19 – Rezoning – North Dodgion** - A request to rezone the properties along Dodgion Avenue between College Avenue and US 24 Highway from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Public Comments

No public comments.

Commissioner Comments

Regarding Commissioner Nesbitt's inquiry, Mr. Glaser clarified that 812 N. Dodgion Ave. should be corrected from C-2 (General Commercial) to R-6/PUD (Single-Family Residential/Planned Unit Development) due to lot size and setback requirements. He also noted that the property should be removed from the initial list of addresses proposed to change from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single-Family Residential).

Motion

Commissioner Dan O'Neill made a motion to approve the case as amended. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-100-20 – Rezoning – 1116 S Woodland Ave & 1506 W 23rd Street** - A request to rezone the properties at 1116 S Woodland & 1506 W 23rd Street from I-1 (Industrial) to R-12 (Two Family Residential).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments

David Gillpatrick, 123 East Kansas Avenue, speaking on behalf of the applicant, Zackary Whitworth. In response to Chairperson Wiley's questions, Mr. Gillpatrick clarified that the alleyway extends the full length of the block, passing several houses, and serves as access to the property. He further noted that, based on current understanding, there has been no discussion or condition that would require the gravel parking area to be paved. Mr. Gillpatrick also stated that their goal is to enhance the area and improve its overall appearance.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that while the property lines appear slightly misaligned on the maps, they do not extend onto the neighboring property. He further clarified that the alleyway shown is actually an access point to the property, not a platted alley. Regarding parking, he noted that if the property is rezoned, the owner would not be required to replace the gravel parking area with pavement unless new construction exceeds 50% of the property's market value or the gravel area falls into disuse and becomes overgrown, at which point the legal nonconformity would be lost and paving would be required.

In response to Commissioner Young, Mr. Harker confirmed the home is for sale and any proposed improvements would require internal administrative approval.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 25-200-10 – Special Use Permit – 711 N Arapaho Street** – A request to operate a Bed & Breakfast at the property.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Applicant Comments

Adriana, 711 N Arapaho Street, shared that the couple, currently the only residents of their spacious home, have always enjoyed hosting friends and family. They would like to welcome travelers to the cozy basement studio, which has its own private entrance and bathroom, aligning with their dreams of building a future in real estate. She stated that they are confident they can meet the conditions outlined by the Staff.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

5. **Case 25-200-11 – Special Use Permit – 1112 Dickinson Road** – A request to operate a light equipment sales business at the property.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Steven Fairfield, 1112 N. Dickinson Road, shared that his family has owned the building for 30 years and that his business has operated among three businesses. He is seeking an additional business license to sell trailers. Mr. Fairfield is looking to get an additional business license to sell trailers.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Glaser stated the applicant proposes to pave 2,000 sf to allow a small display area within the gravel lot. Under Section 14409, which governs

light equipment sales, displayed items are required to be on an all-weather surface such as concrete or asphalt, prompting this request. No additional green space would be required.

ROUNDTABLE - NEXT MEETING OCTOBER 28, 2025

ADJOURNMENT

The meeting was adjourned at 7:11 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-115 **1R** An ordinance approving a Special Use Permit to operate a bed and breakfast at 711 N. Arapaho Street, in Independence, Missouri. **1R Read**

Recommendations:

Commissioner Ashbaugh made a motion to recommend the approval of case 25-200-10, an application for a Special Use Permit to allow a Bed and Breakfast at 711 N. Arapaho Street with the following conditions:

1. The Bed and Breakfast shall obtain a business license in accordance with all City Code and comply with Section 5.01.004 (Article 1, Chapter 5) of the City Code. The business license number shall be listed on all advertisements and online platforms.
 2. The business must comply with all safety and other standards required by Section 14-420 of the City Code.
 3. Bed and Breakfast will comply with Article 3, Chapter 5 of the City Code.
 4. The Bed and Breakfast shall secure refuse collection services from a collector who is licensed to be operating within in the City of Independence.
 5. The Bed and Breakfast shall provide the following:
 - a. Map to identify escape routes;
 - b. Carbon Monoxide detection as required by code;
 - c. Child-proofed electrical outlets;
 - d. Emergency contact information for the owner or manager shall be provided to each guest and posted in each guest room;
 - e. Fire extinguishers as required by code;
 - g. Smoke detectors as required by code.
 - 6) The Bed and Breakfast will have only 2 adult guests at a time.
- A second to the motion was made by Commissioner Torres. The Independence Planning Commission voted as follows:
Commissioner Nesbitt – Yes
Commissioner Ferguson – Yes
Commissioner Ashbaugh – Yes
Commissioner O’Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Yes

The motion passed 7-0 and the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

PROJECT DESCRIPTION: A request by Nathan Bobbitt for a Special Use Permit to operate a Bed and Breakfast

Current and Continued Zoning: R-6 (Single-Family Residential)

Continued Zoning:

Current Use: Single-Family Home

Proposed Use: Bed and Breakfast

Building Sq Ft: 1,496-square feet

Zoning History:

The proposed Bed and Breakfast is located in a subdivision of ranch and split-level homes built in the 1960's. This two-car garage house has been a single-family residential use its entire existence.

Proposal:

The Bed and Breakfast can accommodate 2 (two) guests. The applicants intend to operate on the AirB&B platform. Because the applicants will be living on the first floor of the home, they will be able to monitor guests.

Physical Characteristics of Property:

The property features a three-car wide driveway, leading to a two-car garage and a driveway down the west side of the house leading to a parking area behind the house. The rear of the house features a walkout basement.

The applicants' living space upstairs will have three bedrooms, bathroom kitchen and living room. The basement will have a studio/bedroom, closet and bathroom.

Characteristics of the Area:

The well-maintained neighborhood has a mix of ranch and split-level homes. The neighborhood itself is predominantly single-family.

ANALYSIS**Consistency with *Independence for All*, Strategic Plan:**

A related goal from the Independence for All Strategic Plan is to 'increase economic prosperity of the community.'

Comprehensive Plan Tools and Policies for the Current Designation:

The City Comprehensive Plan recommends Residential Established Neighborhood uses for this site. This Guiding Land Use Principle, most relevant to this particular situation, would be to, "reserve the integrity of existing neighborhoods."

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are present on the site and operational.

Floodplain/Stream Buffer:

The property is not in a federally designated flood zone, or a city defined Stream Buffer area.

Inspections, Trash Collection and Safety Provisions:

The property will need to meet all applicable permitting and Fire and Life Safety Inspection requirements. The applicants are compliant with all applicable provisions of Section 14-420 of the Unified Development Ordinance (UDO). Trash collection will be provided on Fridays by Teds Trash. The applicant will include an Escape Route Map and an Emergency Contact Sheet to post on the property. They will provide carbon monoxide detectors, smoke detectors, the required fire extinguishers and child-proofed electrical outlets.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

REVIEW CRITERIA:

Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

1. Compatibility of the proposed use with the character of the neighborhood.

This is a residential neighborhood comprised of primarily of single-family dwellings. The use of this house, as a Bed and Breakfast, should be compatible with this established neighborhood.

2. The extent to which the proposed use is compatible with the adjacent zoning and uses.

A Bed and Breakfast should have minimal impact on the area.

3. The impact of the proposed use on public facilities.

All public facilities are in place here and this proposed use is not expected to be a significantly higher consumer of water, sanitary sewer or electrical services.

4. The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.

This Special Use Permit would allow an additional land use not already permitted in this R-6 residential district.

5. The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.

A Bed and Breakfast is not expected to affect any of these issues.

6. The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.

As this is a developed site, these concerns should not be an issue.

7. The extent to which there is a need for the use in the community.

With the lack of BnB in this part of Independence, there appears to be a need for this type of business.

8. The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.

If approved for a Special Use Permit, the application appears to satisfy the requirements of Section 14-420 of the Unified Development Ordinance (UDO).

9. The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use.

This is a long existing property, all public facilities are in place and operational.

10. Conformance of the proposed use to the comprehensive plan and other adopted plans and policies.

The City's Comprehensive Plan envisions Residential Established Neighborhood uses for this residential property.

11. The extent to which the use will impact sustainability or revitalization of a given area.

This Special Use Permit may create additional investment opportunity that provides vitality to help maintain the character of the neighborhood.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-200-10
2. SUP Staff Report 25-200-10
3. Cover Letter SUP_Redacted
4. Application_Redacted
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Arapaho Floor Plan
10. Arapaho Parking Plan
11. Arapaho Evacuation Plan
12. Comprehensive Plan
13. Zoning Map
14. Planning Commission Meeting Minutes 10-14-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A BED AND BREAKFAST AT 711 N. ARAPAHO STREET, IN INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by Nathan Bobbitt, requesting approval of a Special Use Permit to allow for the operation of a Bed and Breakfast at 711 N. Arapaho Street, was referred to the Planning Commission; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a Special Use Permit by the City following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on October 14, 2025, and rendered a report to the City Council recommending the Special Use Permit be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request was consistent with the review criteria in Section 14-704-09; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the Special Use Permit of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. The following described tract of real estate is hereby declared subject to the Special Use Permit approved by this ordinance. The site is legally described as follows:

SUSQUEHANNA VILLAGE LOT 382

SECTION 2. That the Special Use Permit is hereby approved with the conditions listed below.

- 1) The Bed and Breakfast shall obtain a business license in accordance with all City Code and comply with Section 5.01.004 (Article 1, Chapter 5) of the City Code. The business license number shall be listed on all advertisements and online platforms.

- 2) The business must comply with all safety and other standards required by Section 14-420 of the City Code.
- 3) Bed and Breakfast will comply with Article 3, Chapter 5 of the City Code.
- 4) The Bed and Breakfast shall secure refuse collection services from a collector who is licensed to be operating within in the City of Independence.
- 5) The Bed and Breakfast shall provide the following:
 - a. Map to identify escape routes;
 - b. Carbon Monoxide detection as required by code;
 - c. Child-proofed electrical outlets;
 - d. Emergency contact information for the owner or manger shall be provided to each guest and posted in each guest room;
 - e. Fire extinguishers as required by code;
 - g. Smoke detectors as required by code.
- 6) The BnB will have only 2 (two) adult guests at a time.

SECTION 3. Any other uses on the property described by Section 1 of this Ordinance shall be governed by the base zoning district and other applicable regulations of the Unified Development Ordinance.

SECTION 4. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before the City Council.

SECTION 6. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

MEETING DATE: October 14, 2025

STAFF: Brian L. Harker, Planner

PROJECT NAME: Nathan Bobbit, LLC Air B&B Bed and Breakfast

CASE NUMBER/REQUEST: **Case 25-200-10 – Special Use Permit – 711 N Arapaho Street – A**
request to operate a Bed & Breakfast at the property.

APPLICANT/OWNER: Nathan Bobbit

PROPERTY ADDRESS: 711 N. Arapaho Street

SURROUNDING ZONINGS/LAND USES:

NSEW: R-6 (Single-Family Residential)...single-family houses

PUBLIC NOTICE:

- Letters to property owners – September 25, 2025
- Public Notice published in the Independence Examiner – September 27, 2025
- Signs posted on property – September 26, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on November 17, 2025 and the public hearing/second reading on December 1, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this Special Use Permit request, subject to the following conditions:

1. The Bed and Breakfast shall obtain a business license in accordance with all City Codes and comply with Section 5.01.004 (Article 1, Chapter 5) of the City Code. The business license number shall be listed on all advertisements and online platforms.
2. The business must comply with all safety and other standards required by Section 14-420 of the City Code.
3. The Bed and Breakfast will comply with Article 3, Chapter 5 of the City Code.
4. The Bed and Breakfast shall secure refuse collection services from a collector who is licensed to be operating within in the City of Independence.
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 - d. Emergency contact information for the owner or manager shall be provided to each guest and posted in each guest room;
 - e. Fire extinguishers as required by code;

- g. Smoke detectors as required by code.
6. The Bed and Breakfast will have only 2 (two) adult guests at a time.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Nathan Bobbitt for a Special Use Permit to operate a Bed and Breakfast

Current and Continued Zoning: R-6 (Single-Family Residential)

Current Use: Single-Family Home

Proposed Use: Bed and Breakfast

Building Sq Ft: 1,496-square feet

Zoning History:

The proposed Bed and Breakfast is located in a subdivision of ranch and split-level homes built in the 1960's. This two-car garage house has been a single-family residential use its entire existence.

Proposal:

The Bed and Breakfast can accommodate 2 (two) guests. The applicants intend to operate on the AirB&B platform. Because the applicants will be living on the first floor of the home, they will be able to monitor guests.

Physical Characteristics of Property:

The property features a three-car wide driveway, lending to a two-car garage and a driveway down the west side of the house then to a parking area behind the house. The rear of the house features a walkout basement.

The applicants' living space upstairs will have three bedrooms, bathroom kitchen and living room. The basement will have a studio/bedroom, closet and bathroom.

Characteristics of the Area:

The well-maintained neighborhood has a mix of ranch and split-level homes. The neighborhood itself is predominantly single-family.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

A related goal from the Independence for All Strategic Plan is to 'increase economic prosperity of the community.'

Comprehensive Plan Tools and Policies for the Current Designation:

The City Comprehensive Plan recommends Residential Established Neighborhood uses for this site. This Guiding Land Use Principle, most relevant to this particular situation, would be to, "reserve the integrity of existing neighborhoods."

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are present on the site and operational.

Floodplain/Stream Buffer:

The property is not in a federally designated flood zone, or a city defined Stream Buffer area.

Inspections, Trash Collection and Safety Provisions:

The property will need to meet all applicable permitting and Fire and Life Safety Inspection requirements. The applicants are compliant with all applicable provisions of Section 14-420 of the Unified Development Ordinance (UDO). Trash collection will be provided on Fridays by Teds Trash. The applicant will include an Escape Route Map and an Emergency Contact Sheet to post on the property. They will provide carbon monoxide detectors, smoke detectors, the required fire extinguishers and child-proofed electrical outlets.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

REVIEW CRITERIA

Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

1. Compatibility of the proposed use with the character of the neighborhood.

This is a residential neighborhood comprised primarily of single-family dwellings. The use of this house, as a Bed and Breakfast, should be compatible with this established neighborhood.

2. The extent to which the proposed use is compatible with the adjacent zoning and uses.

A Bed and Breakfast should have minimal impact on the area.

3. The impact of the proposed use on public facilities.

All public facilities are in place here and this proposed use is not expected to be a significantly higher consumer of water, sanitary sewer or electrical services.

4. The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.

This Special Use Permit would allow an additional land use not already permitted in this R-6 residential district.

5. The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.

A Bed and Breakfast is not expected to affect any of these issues.

6. The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.

As this is a developed site, these concerns should not be an issue.

7. The extent to which there is a need for the use in the community.

With the lack of BnB in this part of Independence, there appears to be a need for this type of business.

8. The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.

If approved for a Special Use Permit, the application appears to satisfy the requirements of Section 14-420 of the Unified Development Ordinance (UDO).

9. The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use.

This is an long existing property, all public facilities are in place and operational.

10. Conformance of the proposed use to the comprehensive plan and other adopted plans and policies.

The City's Comprehensive Plan envisions Residential Established Neighborhood uses for this residential property.

11. The extent to which the use will impact sustainability or revitalization of a given area.

This Special Use Permit may create additional investment opportunity that provides vitality to help maintain the character of the neighborhood.

EXHIBITS

1. Cover Letter
2. STR Narrative
3. Application
4. Notification Letter
5. Address List
6. Notification Area Map
7. Affidavit
8. Floor Plan
9. Parking Plan
10. Escape Routes
11. Comprehensive Plan Map
12. Zoning Map

Nathan Bobbitt



Date: 8-18-2025

To:

City of Independence Planning and Zoning Division
111 E. Maple Avenue
Independence, MO 64050

Subject: Zoning Application – Bed & Breakfast

Dear Planning and Zoning Staff,

I am submitting this zoning application for my property located at **711 N Arapaho St** to operate a **bed and breakfast (Airbnb)**. Please find attached the required documents, including:

- **One (1) set of 24" x 36" Land Subdivision & Site Development plans**, showing the property layout, existing structures, and proposed parking improvements, and the **Parking Plan**.
- **Proof of business license** for operating the bed and breakfast.
- **Legal Description:** Lot 382, Susquehanna Village, a subdivision in Independence, Jackson County, Missouri
- **Planning and Zoning Application**

The proposed use is consistent with the city's requirements for bed and breakfasts. I have also reviewed the existing zoning (R-6, Single-Family Residential) and am requesting approval under the applicable special use provisions for a bed and breakfast. We reside in the main part of the home and plan to rent out only the basement unit as a bed and breakfast, ensuring that the property remains owner-occupied.

Please let me know if any additional information or documentation is needed. I appreciate your review and consideration of this application.

Thank you for your time and assistance.

Sincerely,
Nathan Bobbitt

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☐ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Bed and Breakfast

Project Name

711 N Arapaho St, Independence, MO 64056

Project Address/Location

2,712	0.26	1	No
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
R-6	R-6	Single Family Residential	Single Family Residential
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

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

Contact Information

Applicant

Owner

Nathan Bobbitt

Nathan Bobbitt LLC

Nathan Bobbitt

Architect/Engineer/Surveyor/Other: None

Architect/Engineer/Surveyor/Other: None

Name	Company
Address	
Phone	Email

Name	Company
Address	
Phone	Email

The applicant hereby agrees that the information provided above is accurate.

NB 8-18-2025
Applicant's Signature Date

NB 8-18-2025
Owner's Signature Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 09/22/2025

Case No. 25-100-10

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

- ☐ Rezoning ☐ Rezoning/PUD ☒ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: We propose operating a bed-and-breakfast in the
basement of our home.

Applicant: Nathan and Adrianna Bobbitt

Location of Property: 711 N Arapaho st. Independence, Mo 64056

Planning Commission Meeting Date: October 14th, 2025, at 6:00 p.m.

City Council Meeting Date: December 1st, 2025, at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
 111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

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

Nathan and Adrianna Bobbitt

Applicant (or Owner/Agent)

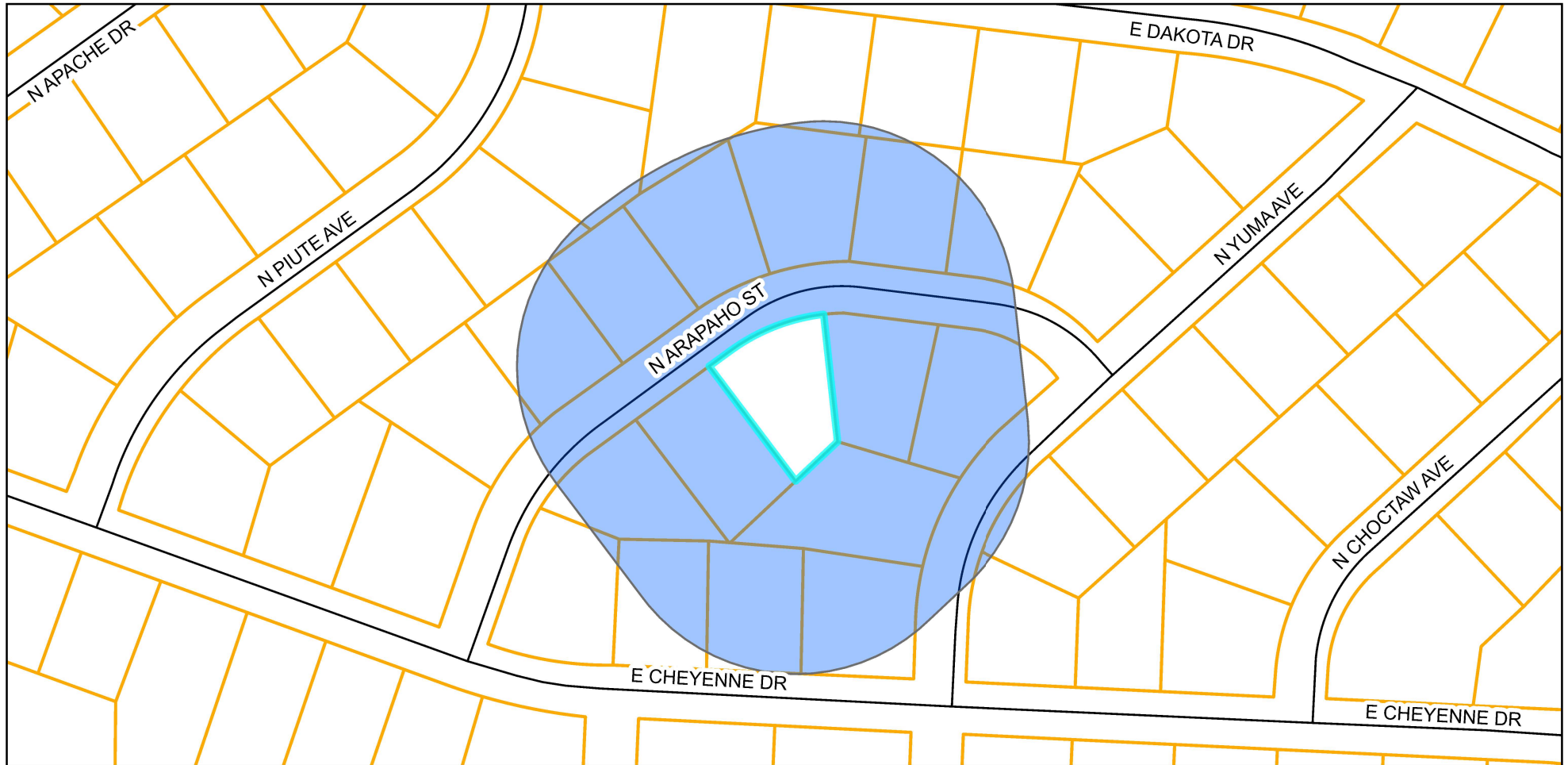
For more information, contact the Community Development Department at 816-325-7421.

Property Address	Property Owner	Owner Address	City	State	ZIP Code
17704 E CHEYENNE DR	TAYLOR ZACHARY	17704 CHEYENNE DR	INDEPENDENCE	MO	64056
17705 E DAKOTA DR	CASEY ANNETTE B	17705 E DAKOTA DR	INDEPENDENCE	MO	64056
17706 E CHEYENNE DR	BOYLAND REGINA LYNN	17706 E CHEYENNE DR	INDEPENDENCE	MO	64056
17708 E CHEYENNE DR	MYERS DANIEL L & DONNA	17708 E CHEYENNE DR	INDEPENDENCE	MO	64056
17709 E DAKOTA DR	BUCKINGHAM JAMES M	17709 DAKOTA DR	INDEPENDENCE	MO	64056
17713 E DAKOTA DR	JACKSON DAWN L	17713 E DAKOTA DR	INDEPENDENCE	MO	64056
701 N ARAPAHO ST	SADLER JESSALYN	701 N ARAPAHO ST	INDEPENDENCE	MO	64056
701 N YUMA AVE	KC PRO HOMEBUYERS MO LLC	10940 PARALLEL PKWY STE K321	KANSAS CITY	KS	66109
704 N ARAPAHO ST	HEPTING DOUGLAS & DONNA	704 N ARAPAHO ST	INDEPENDENCE	MO	64056
704 N YUMA AVE	PITTMAN STEVEN M	704 N YUMA AVE	INDEPENDENCE	MO	64056
705 N ARAPAHO ST	ALQRAINI ZAHER	9435 W LONGVIEW PKWY	KANSAS CITY	MO	64138
705 N YUMA AVE	LUTGEN CLAUDE LEE-TRUSTEE	705 N YUMA AVE	INDEPENDENCE	MO	64056
706 N ARAPAHO ST	FRANKS SAMUEL M	706 N ARAPAHO ST	INDEPENDENCE	MO	64056
707 N ARAPAHO ST	SOOTER STEPHEN W SR	707 N ARAPAHO ST	INDEPENDENCE	MO	64056
708 N ARAPAHO ST	PENA EDUARDO	708 N ARAPAHO ST	INDEPENDENCE	MO	64056
710 N ARAPAHO ST	MESSINA TERRY L & PENNY A	710 N ARAPAHO ST	INDEPENDENCE	MO	64056
711 N PIUTE AVE	BERRIOS CARLOS & VILLATORO MIRNA	711 N PIUTE AVE	INDEPENDENCE	MO	64056
712 N ARAPAHO ST	TRIPP MICHAEL D & LAURA J	712 N ARAPAHO ST	INDEPENDENCE	MO	64056
713 N ARAPAHO ST	MARTIN CLEO JR	713 N ARAPAHO ST	INDEPENDENCE	MO	64056
714 N ARAPAHO ST	DANIEL GLORIA A	714 N ARAPAHO ST	INDEPENDENCE	MO	64056
715 N ARAPAHO ST	VINEBROOK HOMES BORROWER 1 LLC	3500 PARK CENTER DR STE 100	DAYTON	OH	45414
715 N PIUTE AVE	CARTWRIGHT NORMA S-TRUSTEE	715 PIUTE AVE	INDEPENDENCE	MO	64056
716 N ARAPAHO ST	LYSINGER JEFFREY H	1700 W 37TH AVE	KANSAS CITY	KS	66103

Notification Area Map

711 N Arapaho St

Case #25-200-10



Legend

-  Notification Area
-  Parcels

0 75 150 300 US Feet


Prepared For: Planning Commission
Meeting Date: October 14, 2025



Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-100-10

I, Nathaniel Bobbitt, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 25 day of September, 2025.

Nathaniel Bobbitt

Signature of Agent, Owner or Attorney

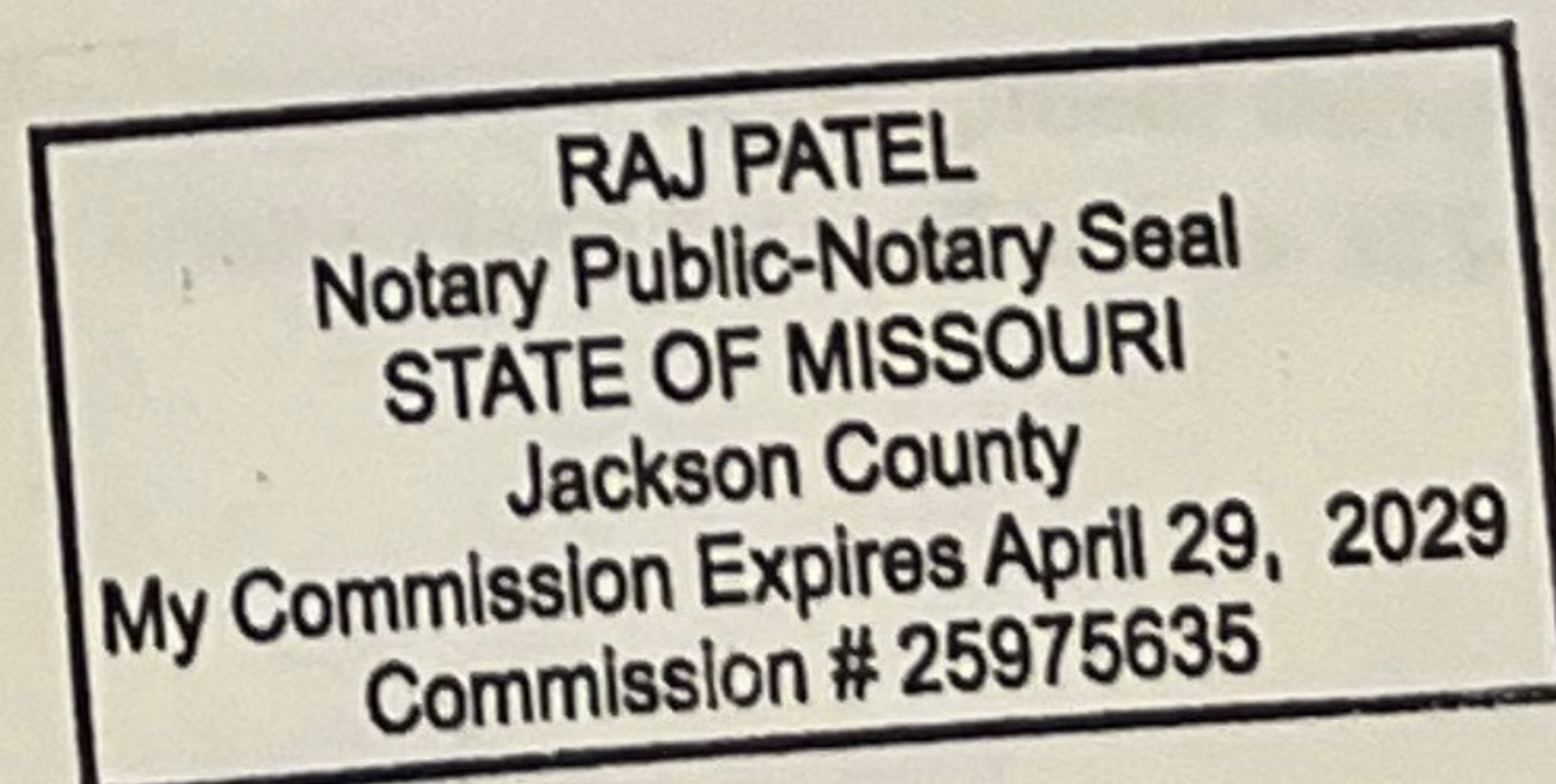
Subscribed and sworn to before me this 25th day of September, 2025.

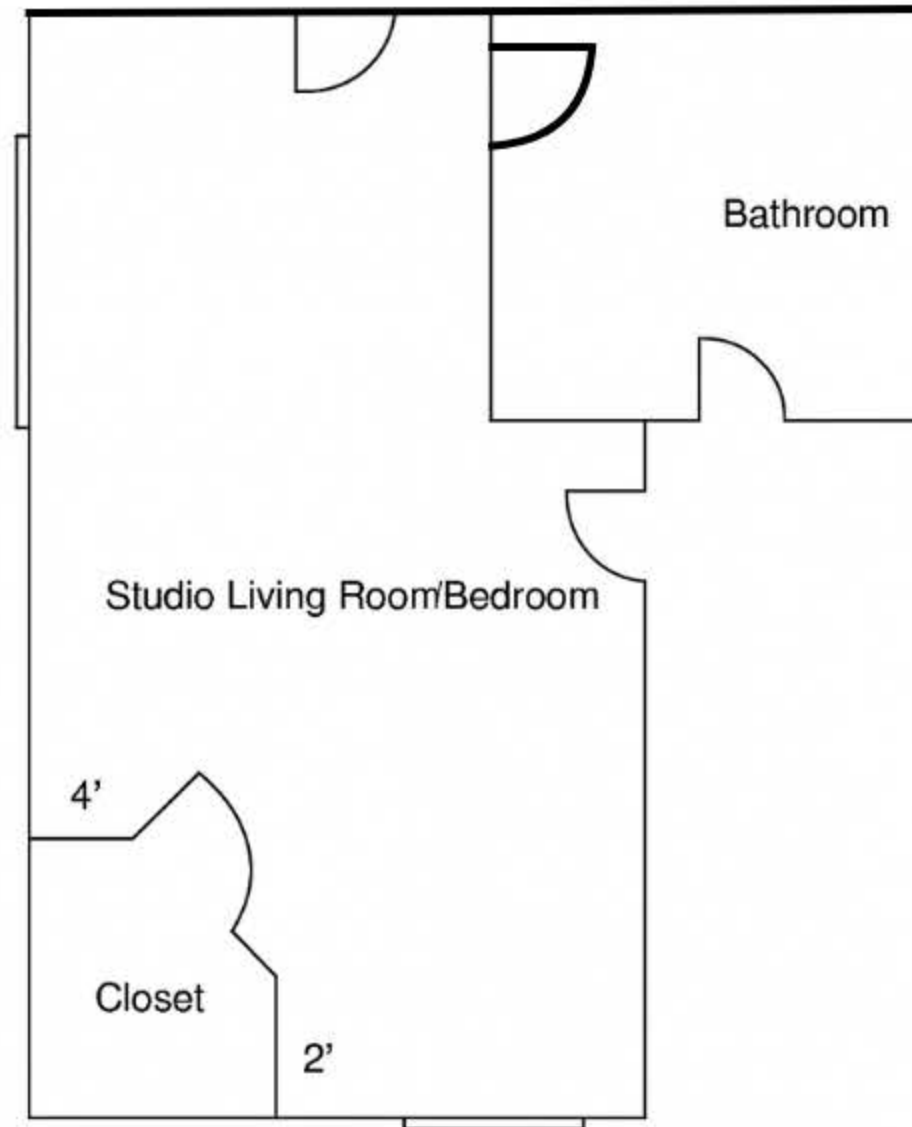
Raj Patel

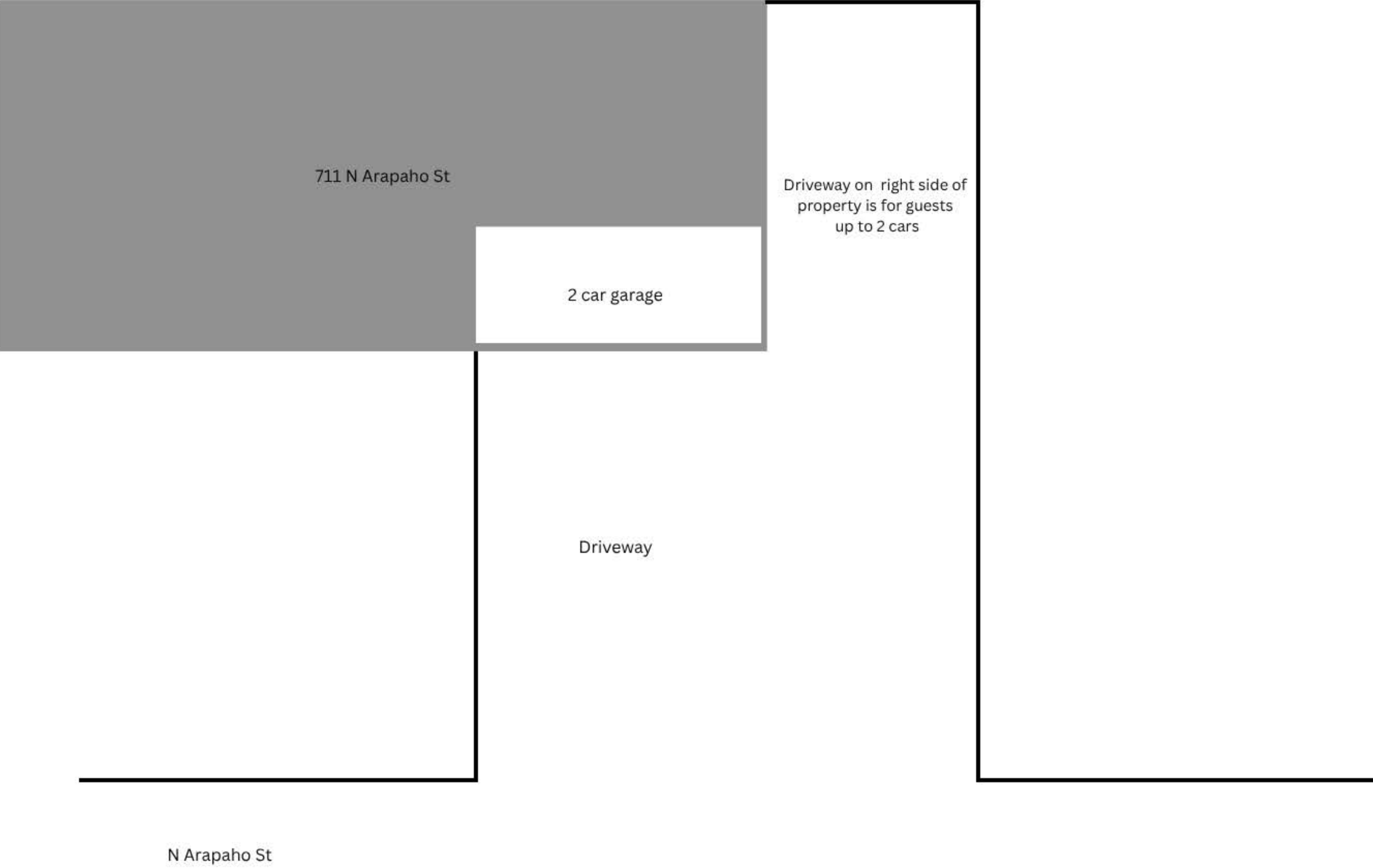
Notary Public

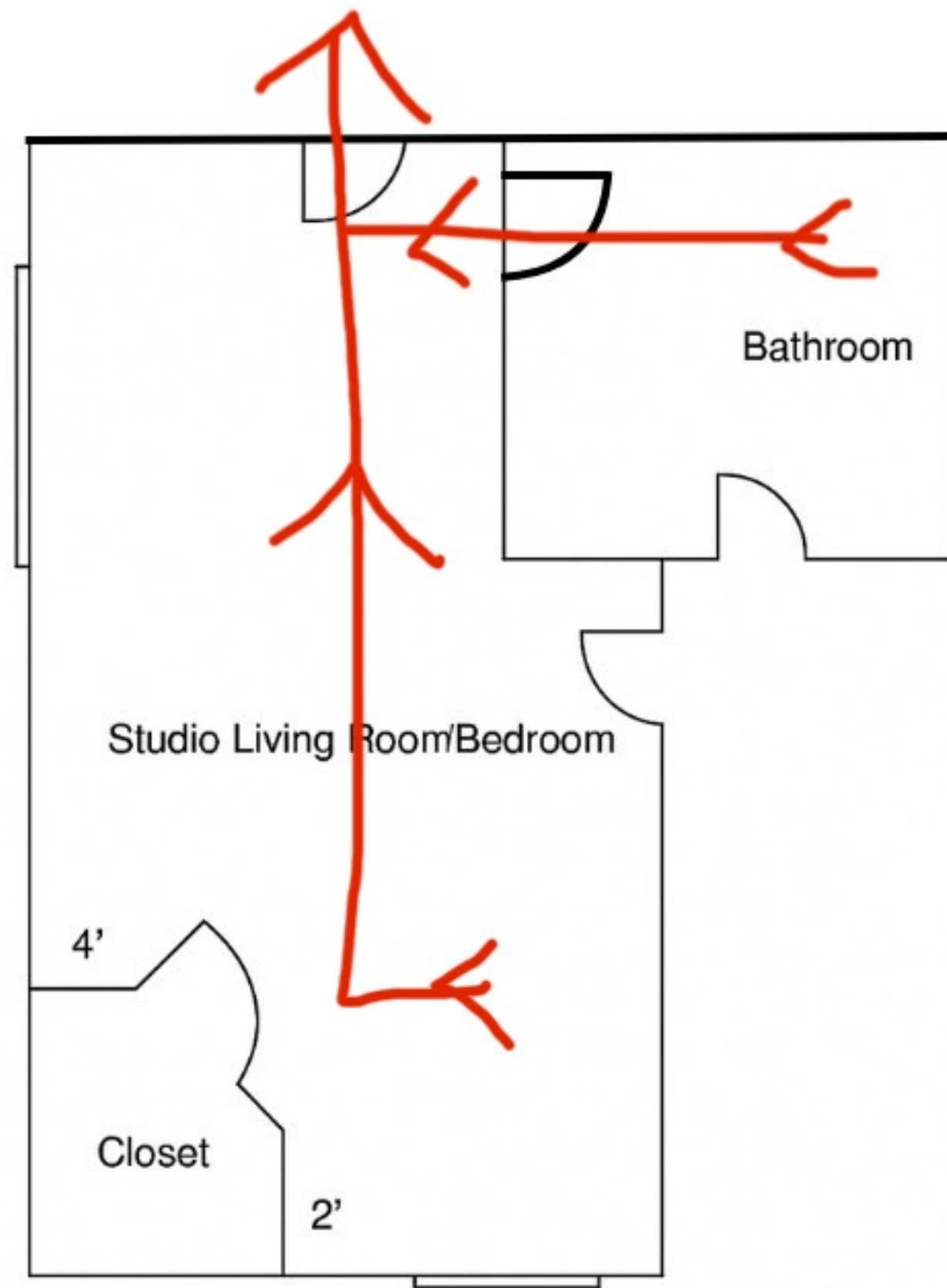
04/29/2029

Commission Expiration Date





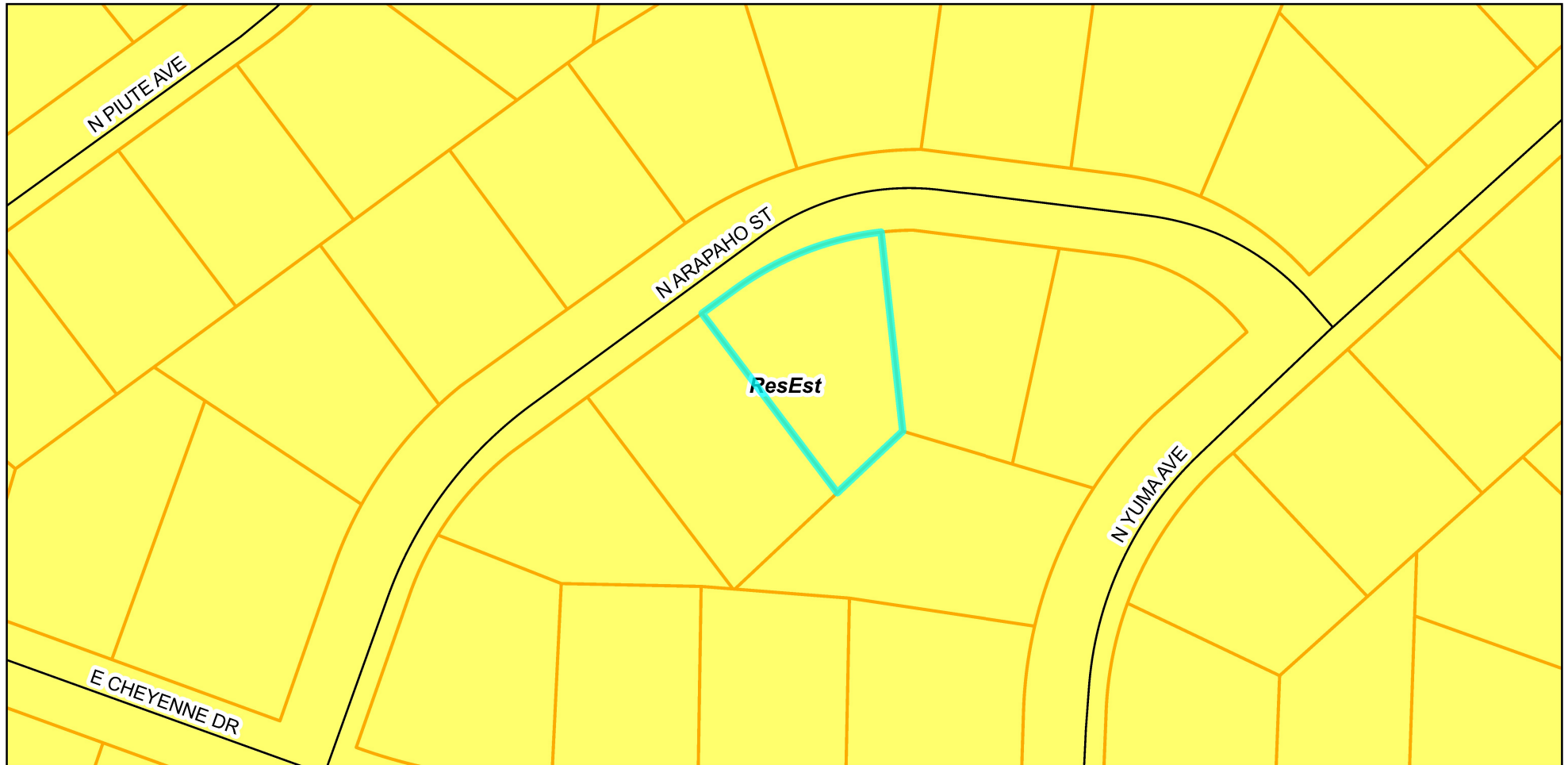




Comprehensive Plan

711 N Arapaho St

Case #25-200-10

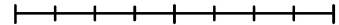


Legend

 Parcels

Comprehensive
Plan

 Residential
Neighborhoods

0 50 100 200 US Feet


Prepared For: Planning Commission
Meeting Date: October 14, 2025

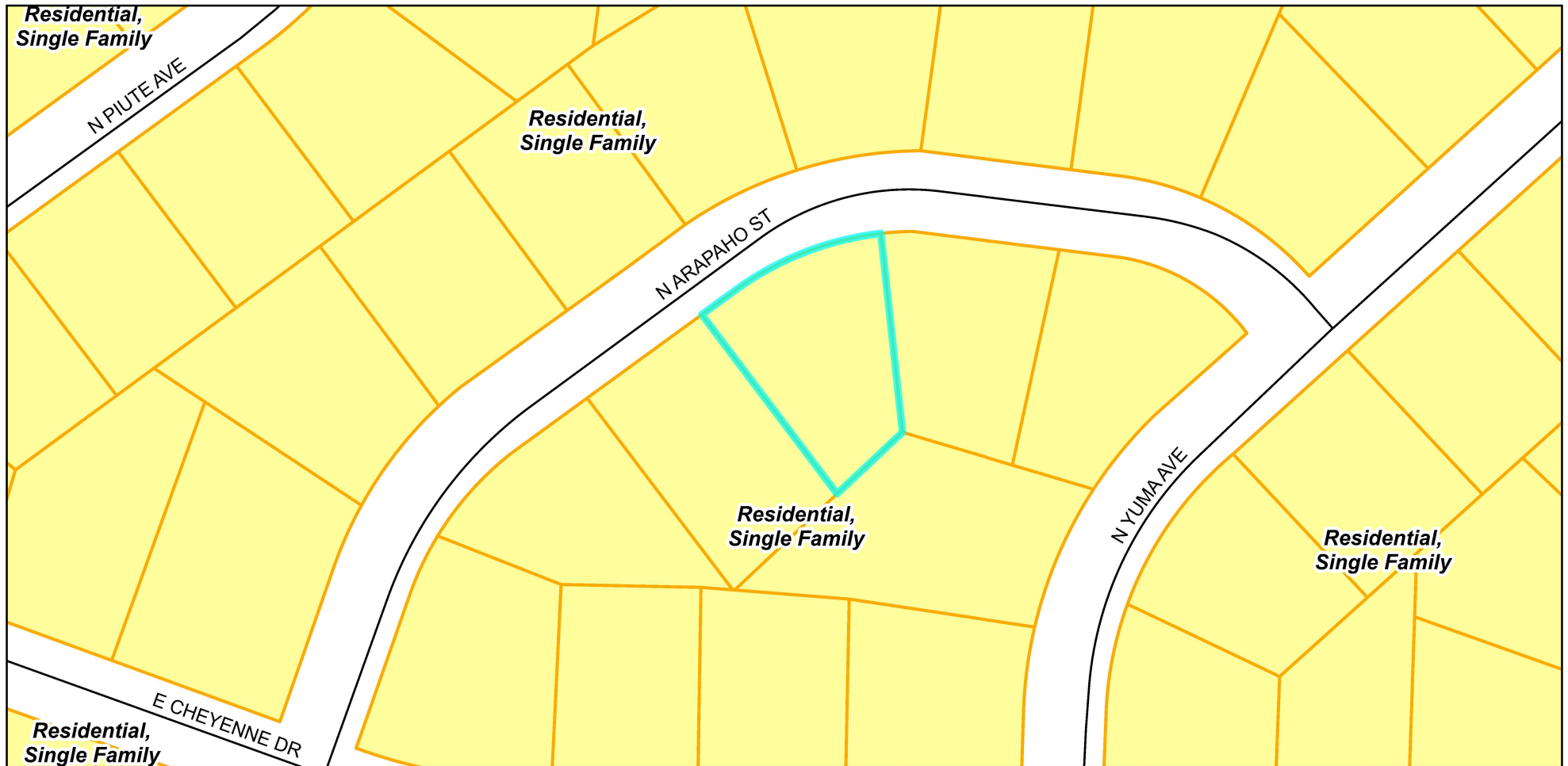




Zoning Map

1112 Dickinson Rd

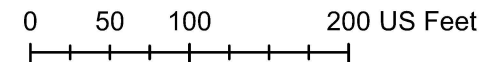
Case #25-200-10



Legend



Zoning District



Prepared For: Planning Commission
Meeting Date: October 14, 2025





Planning Commission Minutes

October 14, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 10/14/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes – September 9, 2025

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda and pull Case 25-310-02 for separate consideration. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. Case 25-310-02 – Preliminary Plat – A request for Preliminary Plat approval for a tract of land Northeast of the intersection of Highway M-78 and Little Blue Parkway.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that the lot configurations had changed compared to the previous version, and that the Preliminary Plat reflected the realignment of Bly Road. Mr. Rick Arroyo agreed with Mr. Harker's explanation.

PUBLIC HEARINGS

1. **Case 25-100-18 – Rezoning – North Square** - A request to rezone the properties generally located North of Farmer, South of Nettleton, East of Spring and West of Main from R-30 (High Density Residential) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Public Comments

Emmett Morris, 508 N. Liberty St., spoke in support of the rezoning, encouraging its approval and noting that it would provide a strong foundation for the neighborhood's future growth.

Commissioner Comments

In response to Commissioner Ashbaugh's question, Mr. Harker clarified that all properties included in this rezoning area are single-family residences and that the adjacent apartment complexes are not part of the rezoning.

In response to Commissioner Nesbitt's concern, Mr. Harker stated that staff verified all houses within the rezoning area are single-family residences and not apartments.

In response to Chairperson Wiley, Mr. Harker explained that the proposed rezoning would help preserve the integrity of the neighborhood's historic district, which was originally developed for single-family homes.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-19 – Rezoning – North Dodgion** - A request to rezone the properties along Dodgion Avenue between College Avenue and US 24 Highway from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Public Comments

No public comments.

Commissioner Comments

Regarding Commissioner Nesbitt's inquiry, Mr. Glaser clarified that 812 N. Dodgion Ave. should be corrected from C-2 (General Commercial) to R-6/PUD (Single-Family Residential/Planned Unit Development) due to lot size and setback requirements. He also noted that the property should be removed from the initial list of addresses proposed to change from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single-Family Residential).

Motion

Commissioner Dan O'Neill made a motion to approve the case as amended. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-100-20 – Rezoning – 1116 S Woodland Ave & 1506 W 23rd Street** - A request to rezone the properties at 1116 S Woodland & 1506 W 23rd Street from I-1 (Industrial) to R-12 (Two Family Residential).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments

David Gillpatrick, 123 East Kansas Avenue, speaking on behalf of the applicant, Zackary Whitworth. In response to Chairperson Wiley's questions, Mr. Gillpatrick clarified that the alleyway extends the full length of the block, passing several houses, and serves as access to the property. He further noted that, based on current understanding, there has been no discussion or condition that would require the gravel parking area to be paved. Mr. Gillpatrick also stated that their goal is to enhance the area and improve its overall appearance.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that while the property lines appear slightly misaligned on the maps, they do not extend onto the neighboring property. He further clarified that the alleyway shown is actually an access point to the property, not a platted alley. Regarding parking, he noted that if the property is rezoned, the owner would not be required to replace the gravel parking area with pavement unless new construction exceeds 50% of the property's market value or the gravel area falls into disuse and becomes overgrown, at which point the legal nonconformity would be lost and paving would be required.

In response to Commissioner Young, Mr. Harker confirmed the home is for sale and any proposed improvements would require internal administrative approval.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 25-200-10 – Special Use Permit – 711 N Arapaho Street** – A request to operate a Bed & Breakfast at the property.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Applicant Comments

Adriana, 711 N Arapaho Street, shared that the couple, currently the only residents of their spacious home, have always enjoyed hosting friends and family. They would like to welcome travelers to the cozy basement studio, which has its own private entrance and bathroom, aligning with their dreams of building a future in real estate. She stated that they are confident they can meet the conditions outlined by the Staff.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

5. **Case 25-200-11 – Special Use Permit – 1112 Dickinson Road** – A request to operate a light equipment sales business at the property.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Steven Fairfield, 1112 N. Dickinson Road, shared that his family has owned the building for 30 years and that his business has operated among three businesses. He is seeking an additional business license to sell trailers. Mr. Fairfield is looking to get an additional business license to sell trailers.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Glaser stated the applicant proposes to pave 2,000 sf to allow a small display area within the gravel lot. Under Section 14409, which governs

light equipment sales, displayed items are required to be on an all-weather surface such as concrete or asphalt, prompting this request. No additional green space would be required.

ROUNDTABLE - NEXT MEETING OCTOBER 28, 2025

ADJOURNMENT

The meeting was adjourned at 7:11 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-116 **1R** An ordinance approving a Special Use Permit to operate a light equipment sales business at 1112 Dickinson Road, in Independence, Missouri. **1R Read**

Recommendations:

Commissioner Nesbitt made a motion to recommend the approval of case 25-200-11, an application for a Special Use Permit to allow a light equipment sales business at 1112 Dickinson Rd with the following conditions:

1. Applicant shall obtain and maintain an Independence business license pursuant to Chapter 5 of the city code
2. Applicant shall obtain a building permit to pave a display area for light equipment sales (outdoor) and comply with all city codes and standards
3. Applicant shall comply with all applicable use regulations prescribed by Section 14-409

A second to the motion was made by Commissioner Ferguson. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O’Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed 7-0 and the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

PROJECT DESCRIPTION: A request by Larry Fairfield for a Special Use Permit to operate a light equipment sales business (outdoor)

Current Zoning C-2 (General Commercial) and R-18/PUD
(Moderate Density Residential/Planned Unit Development)

Current Use: Auto Repair and Light Equipment Sales (indoor)

Proposed Use: Light Equipment Sales (outdoor)

Lot Size: 113,256 square feet (2.6 acres)

Zoning History:

The subject site was annexed to Independence in 1948. Following adoption of the Zoning Ordinance, in 1965 the subject site was assigned C-3 (Commercial) and R-1 (Single Family) zoning classifications. In December of 1966, the city council approved a rezoning involving a portion of this property to reclassify it from R-1 (Single Family) to R-3 (Moderate Density Residential).

In May of 1980, the City Council approved a rezoning for a portion of the subject site to reclassify it from R-3 (Moderate Density Residential) to C-3 (Commercial). Later that same year, the city council adopted amendments to the Zoning Ordinance and updated the zoning district classifications to R-3 and C-2 (General Commercial). Finally, in 2009, upon adoption of the Unified Development Ordinance, the zoning district classifications were updated to R-18/PUD (Moderate Density Residential/Planned Unit Development) and C-2 (General Commercial). The subject site has maintained its existing zoning designation since.

Proposal:

The applicant currently operates a business at this location and engages in the sale of light equipment. Specifically, the business operator sells mini-bikes and other light recreational vehicles. These products are displayed within their existing commercial space.

The applicant is requesting special use permit approval for a separate business engaged in the sale of utility trailers. This proposal involves the display of trailers on a paved area +/-1,800 ft² in size in the front of the lot.

Physical Characteristics of Property:

The property is approximately 113,356 ft² (2.6ac) in size and contains a multi-tenant commercial building ±10,000 ft² in size along the northern property line and a large gravel parking lot along the property frontage.

Characteristics of the Area:

The area is characterized by a variety of commercial and residential uses. The site is located within a commercial corridor along US 24 Highway containing the Chrisman Plaza shopping center and several auto-related uses including detailing, repair, and audio installation. Single-family neighborhoods surround the commercial corridor on the north and south, a garden apartment development is located across US 24 Highway on the south, and William Chrisman High School to the west.

ANALYSIS**Consistency with *Independence for All*, Strategic Plan:**

Independence for All Strategic Plan 2022-2026 directs the city to grow business and industry towards the goal for increasing the economic prosperity of the community. Approval of this special use permit request conforms with this objective.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 designates a residential established

neighborhood for the subject site—an existing residential area to be preserved and enhanced over time. This Neighborhood land use includes serving commercial developments.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are present on the site and operational.

Floodplain/Stream Buffer:

The property is not in a federally designated flood zone, or a city defined Stream Buffer area.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

REVIEW CRITERIA:

Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

1. Compatibility of the proposed use with the character of the neighborhood.

The surrounding commercial corridor contains numerous auto-related uses. And the subject site itself contains an auto repair shop and light equipment sales business. This request is compatible with character of the neighborhood.

2. The extent to which the proposed use is compatible with the adjacent zoning and uses.

The subject site is located within an area containing a variety of land uses and zoning classifications. The proposed use is compatible with adjacent zoning and uses.

3. The impact of the proposed use on public facilities.

All public facilities are in place here and this proposed use is not expected to increase utility usage.

4. The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.

This Special Use Permit would allow the proposed land use not permitted by right in this district.

5. The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.

A light equipment sales business is not expected to detrimentally affect the use or enjoyment of the surrounding area.

- 6. The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**

The proposed display area is limited in size, and all improvements will be made in accordance with city codes and standards.

- 7. The extent to which there is a need for the use in the community.**

Although the surrounding commercial district contains a variety of auto-related businesses, the applicant's proposal to operate a light equipment sales business is unique and not yet represented.

- 8. The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**

If approved for a Special Use Permit, the applicant has indicated the ability to satisfy the use regulations of Section 14-409 of the Unified Development Ordinance (UDO).

- 9. The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use.**

This is an long existing property, all public facilities are in place and operational.

- 10. Conformance of the proposed use to the comprehensive plan and other adopted plans and policies.**

The City's Comprehensive Plan supports the proposed use of this property for light equipment sales.

- 11. The extent to which the use will impact sustainability or revitalization of a given area.**

This Special Use Permit may create additional investment opportunity that provides vitality to help maintain the character of the neighborhood.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-200-11
2. SUP Staff Report 25-200-11
3. Cover Letter_Redacted
4. Application_Redacted
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Property Affidavit
9. Site Plan
10. Comprehensive Plan
11. Zoning Map
12. Planning Commission Meeting Minutes 10-14-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A LIGHT EQUIPMENT SALES BUSINESS AT 1112 DICKINSON ROAD, IN INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by Larry Fairfield, requesting approval of a Special Use Permit to allow for the operation of a light equipment sales business at 1112 Dickson Rd, was referred to the Planning Commission; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a Special Use Permit by the City following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on October 14, 2025, and rendered a report to the City Council recommending the Special Use Permit be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request was consistent with the review criteria in Section 14-704-09; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the Special Use Permit of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. The following described tract of real estate is hereby declared subject to the Special Use Permit approved by this ordinance. The site is legally described as follows:

SEC 35 TWN 50 RNG 32 SE 1/4 SE 1/4---BGN SE COR SE 1/4 TH N 02 DEG 42 MIN 01 SEC E 526.37' TH N 67 DEG 45 MIN 43 SEC E 4.00' POB TH N 02 DEG 28 MIN 05 SEC E 135.25' TH N 87 DEG 10 MIN 08 SEC W 575' TH S 02 DEG 47 MIN 42 SEC W 213.18' TH S 87 DEG 08 MIN 08 SEC E 400.45' TH N 67 DEG 45 MIN 43 SEC E 186.47' TO POB

SECTION 2. That the Special Use Permit is hereby approved with the conditions listed below.

- 1) Applicant shall obtain and maintain an Independence business license pursuant to Chapter 5 of the city code
- 2) Applicant shall obtain a building permit to pave a display area for light equipment sales (outdoor) and comply with all city codes and standards
- 3) Applicant shall comply with all applicable use regulations prescribed by Section 14-409

SECTION 3. Any other uses on the property described by Section 1 of this Ordinance shall be governed by the base zoning district and other applicable regulations of the Unified Development Ordinance.

SECTION 4. Nonseverability. All provisions of this ordinance are so essentially, and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before the City Council.

SECTION 6. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

MEETING DATE: October 14, 2025

STAFF: Gabe Glaser, Planner

PROJECT NAME: 1 Stop Trailer Sales KC, LLC

CASE NUMBER/REQUEST: **Case 25-200-11 – Special Use Permit – 1112 Dickinson Road – A**
request to operate a light equipment sales business at the property.

APPLICANT/OWNER: Larry (Steve) Fairfield

PROPERTY ADDRESS: 1112 Dickinson Road

SURROUNDING ZONINGS/LAND USES:

- North:** R-6 (Single Family Residential) / Single Family Residence
- East:** C-2 (General Commercial) / Laundry Service
- South:** C-2 (General Commercial and R-30/PUD (High Density Residential/Planned Unit Development / Garden Apartments
- West:** C-2 (General Commercial), C-1 (Neighborhood Commercial) and R-18/PUD (Moderate Density Residential/Planned Unit Development) / Vacant Unimproved Land

PUBLIC NOTICE:

- Letters to property owners – September 25, 2025
- Public Notice published in the Independence Examiner – September 27, 2025
- Signs posted on property – September 26, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on November 17, 2025 and the public hearing/second reading on December 1, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this Special Use Permit request, subject to the following conditions:

- 1) Applicant shall obtain and maintain an Independence business license pursuant to Chapter of the city code
- 2) Applicant shall obtain a building permit to pave a display area for light equipment sales (outdoor) and comply with all city codes and standards
- 3) Applicant shall comply with all applicable use regulations prescribed by Section 14-409

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Larry Fairfield for a Special Use Permit to operate a light equipment sales business (outdoor).

Current Zoning: C-2 (General Commercial) and R-18/PUD (Moderate Density Residential/Planned Unit Development)

Current Use: Auto Repair and Light Equipment Sales (indoor),

Proposed Use: Light Equipment Sales (outdoor)

Lot Size: 113,256 square feet (2.6 acres)

Zoning History:

The subject site was annexed to Independence in 1948. Following adoption of the Zoning Ordinance, in 1965 the subject site was assigned C-3 (Commercial) and R-1 (Single Family) zoning classifications. In December of 1966, the city council approved a rezoning involving a portion of this property to reclassify it from R-1 (Single Family) to R-3 (Moderate Density Residential).

In May of 1980, the City Council approved a rezoning for a portion of the subject site to reclassify it from R-3 (Moderate Density Residential) to C-3 (Commercial). Later that same year, the city council adopted amendments to the Zoning Ordinance and updated the zoning district classifications to R-3 and C-2 (General Commercial). Finally, in 2009, upon adoption of the Unified Development Ordinance, the zoning district classifications were updated to R-18/PUD (Moderate Density Residential/Planned Unit Development) and C-2 (General Commercial). The subject site has maintained its existing zoning designation since.

Proposal:

The applicant currently operates a business at this location and engages in the sale of light equipment. Specifically, the business operator sells mini-bikes and other light recreational vehicles. These products are displayed within their existing commercial space.

The applicant is requesting special use permit approval for a separate business engaged in the sale of utility trailers. This proposal involves the display of trailers on a paved area +/-1,800 ft² in size in the front of the lot.

Physical Characteristics of Property:

The property is approximately 113,356 ft² (2.6ac) in size and contains a multi-tenant commercial building ±10,000 ft² in size along the northern property line and a large gravel parking lot along the property frontage.

Characteristics of the Area:

The area is characterized by a variety of commercial and residential uses. The site is located within a commercial corridor along US 24 Highway containing the Chrisman Plaza shopping center and several auto-related uses including detailing, repair, and audio installation. Single-family neighborhoods surround the commercial corridor on the north and south, a garden apartment development is located across US 24 Highway on the south, and William Chrisman High School to the west.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Independence for All Strategic Plan 2022-2026 directs the city to grow business and industry towards the goal for increasing the economic prosperity of the community. Approval of this special use permit request conforms with this objective.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 designates a residential established neighborhood for the subject site—an existing residential area to be preserved and enhanced over time. This Neighborhood land use includes serving commercial developments.

The comprehensive plan guides the city to promote growth, investment and opportunities, in the business & jobs sector, by focusing retention on existing businesses.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are present on the site and operational.

Floodplain/Stream Buffer:

The property is not in a federally designated flood zone, or a city defined Stream Buffer area.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

REVIEW CRITERIA

Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

1. Compatibility of the proposed use with the character of the neighborhood.

The surrounding commercial corridor contains numerous auto-related uses. And the subject site itself contains an auto repair shop and light equipment sales business. This request is compatible with character of the neighborhood.

2. The extent to which the proposed use is compatible with the adjacent zoning and uses.

The subject site is located within an area containing a variety of land uses and zoning classifications. The proposed use is compatible with adjacent zoning and uses.

3. The impact of the proposed use on public facilities.

All public facilities are in place here and this proposed use is not expected to increase utility usage.

4. The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.

This Special Use Permit would allow the proposed land use not permitted by right in this district.

- 5. The extent to which the proposed use may injure or detrimentally affect the use or enjoyment of property in the area.**

A light equipment sales business is not expected to detrimentally affect the use or enjoyment of the surrounding area.

- 6. The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**

The proposed display area is limited in size, and all improvements will be made in accordance with city codes and standards.

- 7. The extent to which there is a need for the use in the community.**

Although the surrounding commercial district contains a variety of auto-related businesses, the applicant's proposal to operate a light equipment sales business is unique and not yet represented.

- 8. The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**

If approved for a Special Use Permit, the applicant has indicated the ability to satisfy the use regulations of Section 14-409 of the Unified Development Ordinance (UDO).

- 9. The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use.**

This is an long existing property, all public facilities are in place and operational.

- 10. Conformance of the proposed use to the comprehensive plan and other adopted plans and polices.**

The City's Comprehensive Plan supports the proposed use of this property for light equipment sales.

- 11. The extent to which the use will impact sustainability or revitalization of a given area.**

This Special Use Permit may create additional investment opportunity that provides vitality to help maintain the character of the neighborhood.

EXHIBITS

1. Narrative
2. Application
3. Notification Letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Site Plan
8. Comprehensive Plan Map
9. Zoning Map

Larry (Steve) Fairfield

[REDACTED]
[REDACTED]
[REDACTED]

Date: 8/21/2025

To:

City of Independence
Planning & Community Development
111 E. Maple Ave
Independence, MO 64050

RE: Business Approval Request for 1 Stop Trailer Sales KC

Dear Whom it May Concern,

I am writing to request the City's approval to establish and operate a new business, **1 Stop Trailer Sales KC**, within the city limits of Independence at 1112 Dickinson Rd, which is commercial property that I own. This business will specialize in the retail sales of utility trailers, including flatbeds, enclosed trailers, car haulers, and specialty trailers for personal, commercial, and agricultural use.

1 Stop Trailer Sales KC is designed to serve as a reliable and accessible source for trailer solutions in the Kansas City metro area. The business will operate from a location that complies with all local zoning requirements for trailer display, outdoor sales, and light commercial activity.

Enclosed with this letter, please find all required documents for your review, including a site plan and zoning form. I would appreciate the opportunity to meet with any necessary departments to address questions or clarify details if needed.

Thank you for your time and consideration of this proposal. I look forward to your guidance and support in launching **1 Stop Trailer Sales KC** and contributing positively to our local economy and community.

Sincerely,

Larry (Steve) Fairfield

Owner & Operator

1 Stop Trailer Sales KC

[REDACTED]
[REDACTED]

Application Type (check all that apply)

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

Project Information and Location

1 Stop Trailer Sales KC, LLC

Project Name

1112 Dickinson Rd

Project Address/Location

9600 total but 2400 each unit 2.6

Sq. Ft. of Building

Acreage

Number of Lots/Tracts

Stream Buffer (Yes or No)

Existing Zoning

Proposed Zoning

Existing Land Use

Proposed Land Use

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

- ☒ Completed & Signed Application Form
- ☒ Application Fee
- ☒ Cover Letter Describing Details of Project

- ☐ One 24" x 36" set of plans for Land Sub. & Site Dev.
- ☒ One PDF copy of a plat map or site plan
- ☐ Legal Description of the property in question

Contact Information

Applicant

Larry (Steve) Fairfield

Name

Company

Phone

Email

Architect/Engineer/Surveyor/Other:

Roy Browne

The Architects

Name

Company

Phone

Email

Owner

Larry (Steve) Fairfield

Name

Company

Phone

Email

Architect/Engineer/Surveyor/Other:

Name

Company

Address

Phone

Email

The applicant hereby agrees that the information provided above is accurate.

Larry S. Fairfield

Applicant's Signature

08/21/2025

Date

Larry S. Fairfield

Owner's Signature

08/21/2025

Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 9/25/25

Case No. 25-200-11

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

- ☐ Rezoning ☐ Rezoning/PUD ☒ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: Light Equipment Sales - Utility Trailer's

Applicant: Steven Fairfield

Location of Property: 1112 Dickinson Rd

Planning Commission Meeting Date: October 14, 2025, at 6:00 p.m.

City Council Meeting Date: December 1, 2025, at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
 111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

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

Steven Fairfield
Applicant (or Owner/Agent)

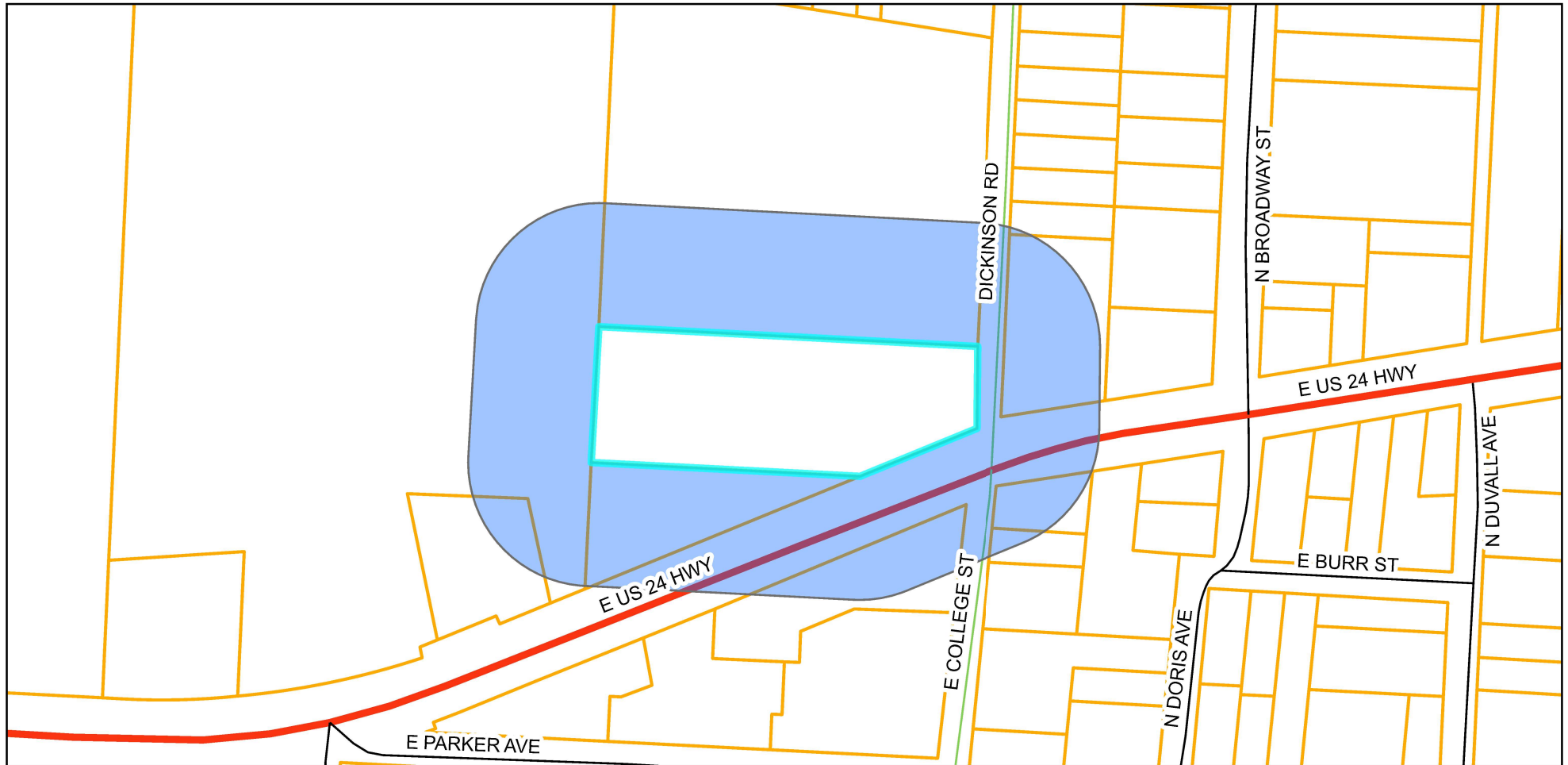
For more information, contact the Community Development Department at 816-325-7421.

Property Address	Property Owner	Owner Address	City	State	ZIP Code
1223 DICKINSON RD	DEEDS TAMARA S & DORRBECKER MASON W	1223 DICKENSON RD	INDEPENDENCE	MO	64050
705 E US 24 HWY	MCBEE PROPERTIES LLC	1203 E US 24 HWY	INDEPENDENCE	MO	64050
803 E US 24 HWY	HIGH VILLAGE INC	805 E US 24 HWY	INDEPENDENCE	MO	64050
650 E US 24 HWY	SCHOOL DISTRICT OF THE CITY OF INDEP #30	201 N FOREST AVE	INDEPENDENCE	MO	64050
1025 E COLLEGE ST	HOUGH TRUST DATED 08/29/2023	1905 N HOWARD DR	INDEPENDENCE	MO	64050
1220 DICKINSON RD	MENDOZA MARVIN & MARIA ELENA	1220 DICKINSON RD	INDEPENDENCE	MO	64050
900 E US 24 HWY	INDEPENDENCE SUPER WASH LAUNDRY LLC	3510 B HWY	LIBERTY	MO	64068

Notification Area

1112 Dickinson Rd

Case #25-200-11



Legend

-  Notification Area
-  Parcels

Prepared For: Planning Commission
Meeting Date: October 14, 2025



Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-200-11

I, Michealina Fairfield, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

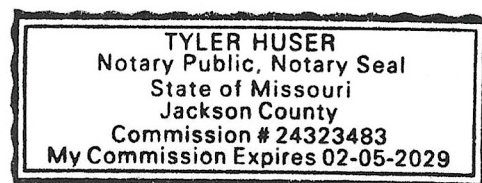
These notices were mailed on the 25 day of September, 2025.

Michealina Fairfield
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 25 day of September, 2025.

[Signature]
Notary Public

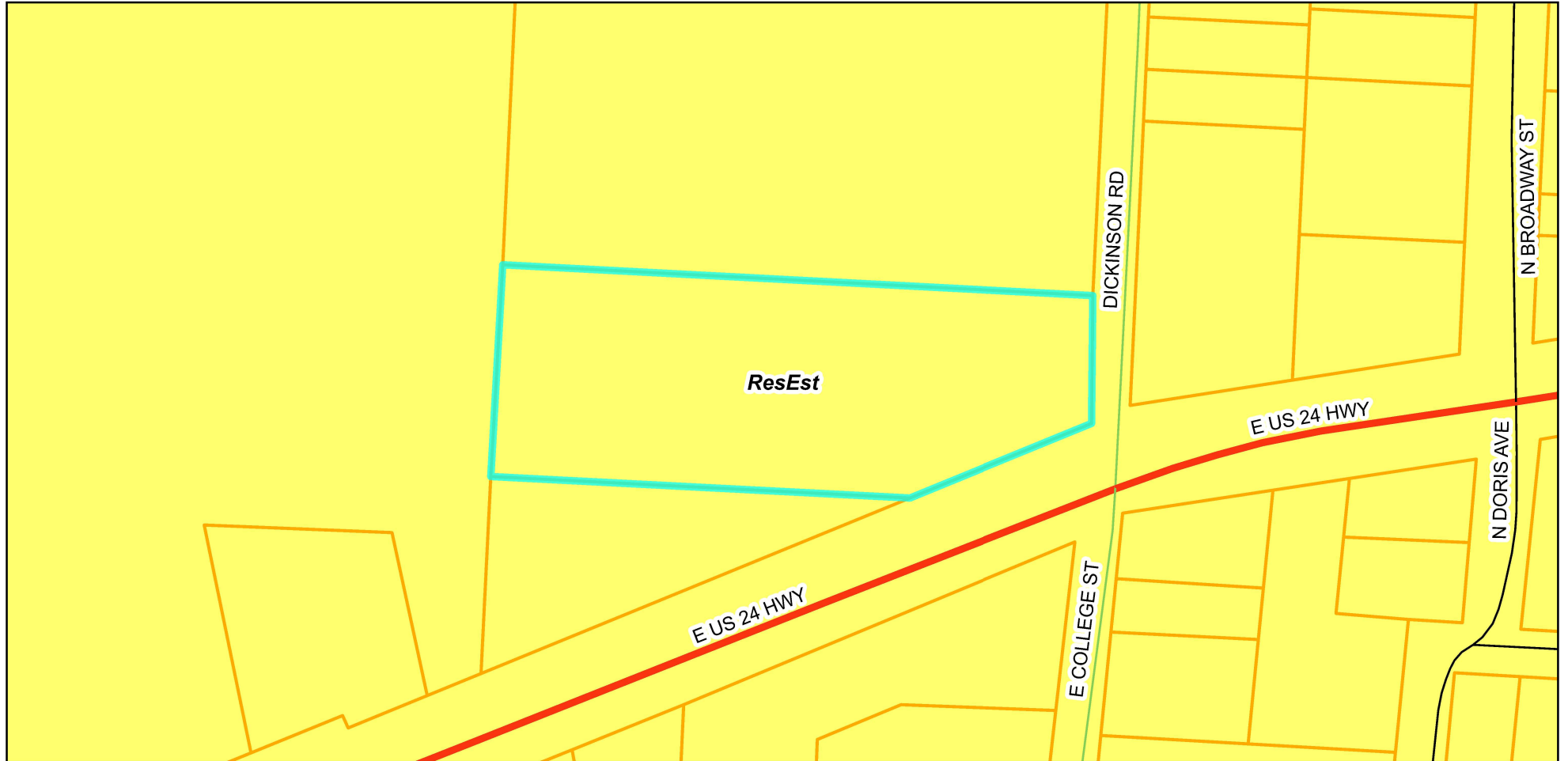
02-05-2029
Commission Expiration Date



Comprehensive Plan

1112 Dickinson Rd

Case #25-200-11



Legend

 Parcels

Comprehensive
Plan

 Residential
Neighborhoods

0 125 250 500 US Feet

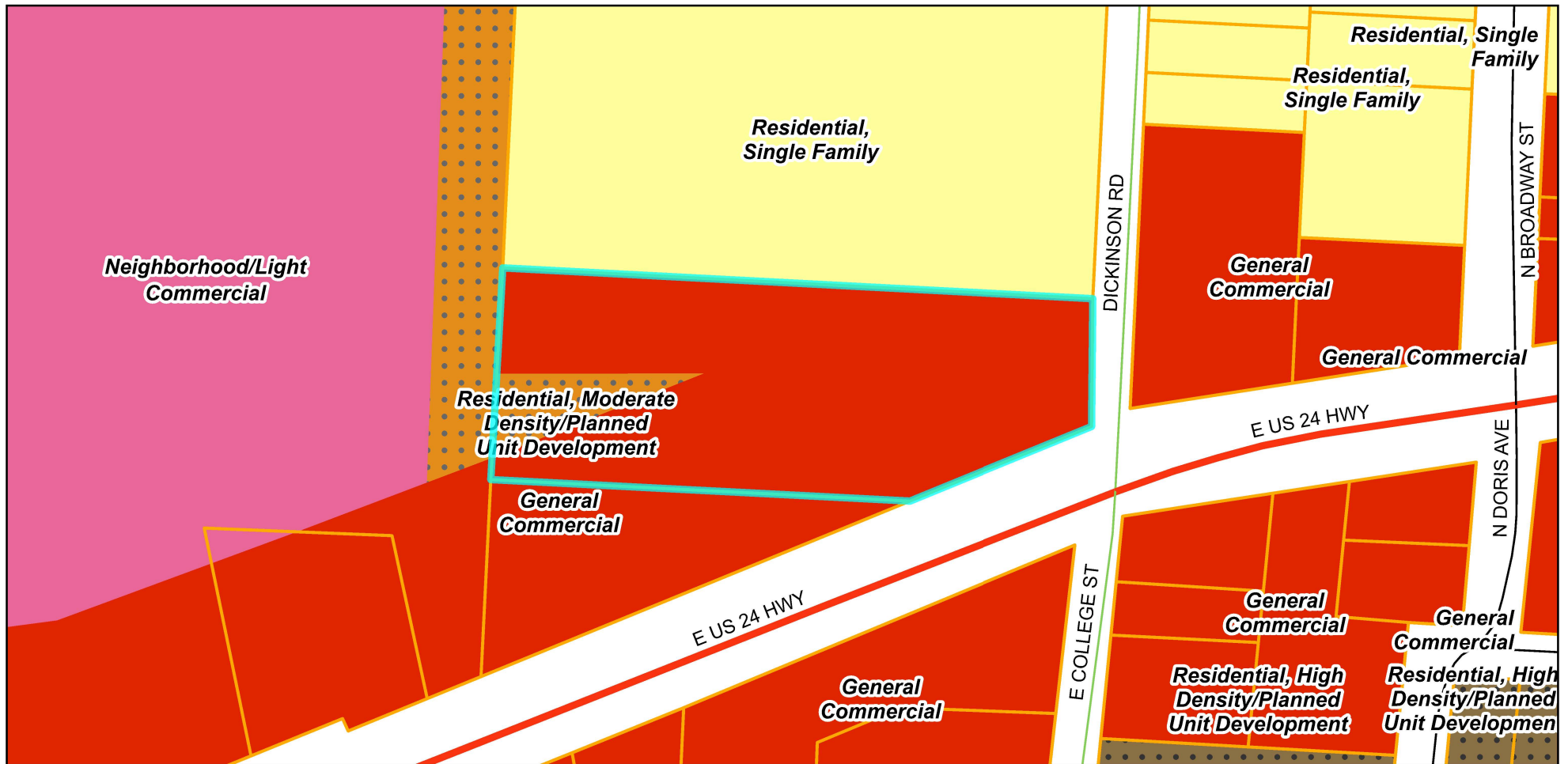
Prepared For: Planning Commission
Meeting Date: October 14, 2025



Zoning Map

1112 Dickinson Rd

Case #25-200-11



Legend

Parcels	C-2	R-6
Zoning District	R-18/PUD	
C-1	R-30/PUD	

0 125 250 500 US Feet

Prepared For: Planning Commission
Meeting Date: October 14, 2025





Planning Commission Minutes

October 14, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 10/14/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes – September 9, 2025

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda and pull Case 25-310-02 for separate consideration. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. Case 25-310-02 – Preliminary Plat – A request for Preliminary Plat approval for a tract of land Northeast of the intersection of Highway M-78 and Little Blue Parkway.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that the lot configurations had changed compared to the previous version, and that the Preliminary Plat reflected the realignment of Bly Road. Mr. Rick Arroyo agreed with Mr. Harker's explanation.

PUBLIC HEARINGS

1. **Case 25-100-18 – Rezoning – North Square** - A request to rezone the properties generally located North of Farmer, South of Nettleton, East of Spring and West of Main from R-30 (High Density Residential) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Public Comments

Emmett Morris, 508 N. Liberty St., spoke in support of the rezoning, encouraging its approval and noting that it would provide a strong foundation for the neighborhood's future growth.

Commissioner Comments

In response to Commissioner Ashbaugh's question, Mr. Harker clarified that all properties included in this rezoning area are single-family residences and that the adjacent apartment complexes are not part of the rezoning.

In response to Commissioner Nesbitt's concern, Mr. Harker stated that staff verified all houses within the rezoning area are single-family residences and not apartments.

In response to Chairperson Wiley, Mr. Harker explained that the proposed rezoning would help preserve the integrity of the neighborhood's historic district, which was originally developed for single-family homes.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-19 – Rezoning – North Dodgion** - A request to rezone the properties along Dodgion Avenue between College Avenue and US 24 Highway from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Public Comments

No public comments.

Commissioner Comments

Regarding Commissioner Nesbitt's inquiry, Mr. Glaser clarified that 812 N. Dodgion Ave. should be corrected from C-2 (General Commercial) to R-6/PUD (Single-Family Residential/Planned Unit Development) due to lot size and setback requirements. He also noted that the property should be removed from the initial list of addresses proposed to change from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to R-6 (Single-Family Residential).

Motion

Commissioner Dan O'Neill made a motion to approve the case as amended. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-100-20 – Rezoning – 1116 S Woodland Ave & 1506 W 23rd Street** - A request to rezone the properties at 1116 S Woodland & 1506 W 23rd Street from I-1 (Industrial) to R-12 (Two Family Residential).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments

David Gillpatrick, 123 East Kansas Avenue, speaking on behalf of the applicant, Zackary Whitworth. In response to Chairperson Wiley's questions, Mr. Gillpatrick clarified that the alleyway extends the full length of the block, passing several houses, and serves as access to the property. He further noted that, based on current understanding, there has been no discussion or condition that would require the gravel parking area to be paved. Mr. Gillpatrick also stated that their goal is to enhance the area and improve its overall appearance.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that while the property lines appear slightly misaligned on the maps, they do not extend onto the neighboring property. He further clarified that the alleyway shown is actually an access point to the property, not a platted alley. Regarding parking, he noted that if the property is rezoned, the owner would not be required to replace the gravel parking area with pavement unless new construction exceeds 50% of the property's market value or the gravel area falls into disuse and becomes overgrown, at which point the legal nonconformity would be lost and paving would be required.

In response to Commissioner Young, Mr. Harker confirmed the home is for sale and any proposed improvements would require internal administrative approval.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 25-200-10 – Special Use Permit – 711 N Arapaho Street** – A request to operate a Bed & Breakfast at the property.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Applicant Comments

Adriana, 711 N Arapaho Street, shared that the couple, currently the only residents of their spacious home, have always enjoyed hosting friends and family. They would like to welcome travelers to the cozy basement studio, which has its own private entrance and bathroom, aligning with their dreams of building a future in real estate. She stated that they are confident they can meet the conditions outlined by the Staff.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

5. **Case 25-200-11 – Special Use Permit – 1112 Dickinson Road** – A request to operate a light equipment sales business at the property.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Steven Fairfield, 1112 N. Dickinson Road, shared that his family has owned the building for 30 years and that his business has operated among three businesses. He is seeking an additional business license to sell trailers. Mr. Fairfield is looking to get an additional business license to sell trailers.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Glaser stated the applicant proposes to pave 2,000 sf to allow a small display area within the gravel lot. Under Section 14409, which governs

light equipment sales, displayed items are required to be on an all-weather surface such as concrete or asphalt, prompting this request. No additional green space would be required.

ROUNDTABLE - NEXT MEETING OCTOBER 28, 2025

ADJOURNMENT

The meeting was adjourned at 7:11 p.m.

2025 ANNUAL REPORT FOR NOLAND FASHION SQUARE
COMMUNITY IMPROVEMENT DISTRICT ("CID")

SECTION I

Date: October 30, 2025

CID Contact Information: Amy Ehlers

(816) 753-6000

aeblers@blockandco.com

Political Subdivision or Not for Profit: Political

Subdivision Date of and Ordinance No: February 17, 2015

SECTION II

BOARD MEMBERS AS OF DATE OF MOST RECENT ANNUAL MEETING:

Name	Email	Term State Date	Term End Date
Russ Cline	russ@rcagroup.com	02/01/2023	01/31/2027
Angie Rogers	arogers@blockandco.com	02/01/2025	01/31/2029
Ryan Cline	rcline@blockandco.com	04/21/2025	01/31/2029
Jamie Block	jblock@blockandco.com	04/21/2025	01/31/2027
Amy Ehlers	aeblers@blockandco.com	02/01/2025	01/31/2029

SECTION III

PURPOSES OF CID AND SERVICES PERFORMED DURING FISCAL YEAR:

Purposes:

The District shall serve the following purposes (the "District Purposes"), (i) fund or assist in funding construction of certain public improvements and the remediation of blight (the "CID Improvements"), (ii) facilitate economic development within the District by providing or causing to be provided certain services (the "CID Services"), (iii) fund or assist in the funding of costs associated with the establishment and ongoing administration and operation of the proposed District (the "CID Operating Costs"), (iv) issue obligations, as necessary, to finance: (a) the costs of the CID Improvements; (b) other costs incurred by the District to carry out any of the District Purposes; (c) capitalized interest, and (d) debt service reserves, (v) impose and collect the Sales Tax authorized pursuant to this Petition and the Act, (vi) levy and collect special assessments.

Services:

The District may provide up to twenty thousand dollars annually in cleaning and maintenance service to public areas within the District to improve the appearance and

image of the District. Such services may include, without limitation (i) litter removal and cleaning of common areas, trash containers, alleyways, streets and sidewalks within the District, (ii) landscape care, maintenance and weed abatement, and providing and/or replacing landscaping and, (iii) other beautification efforts designed to improve the District's curb appeal and encourage private investment within the District.

SECTION IV

FOR THIS SECTION PROVIDE THE DATE OF BUDGET AND REPORT SUBMITTAL THAT OCCURRED DURING THE FISCAL YEAR THIS REPORT IS REGARDING .

Annual budget for FYE 2026 submitted to City Clerk: March 5, 2025

Annual budget for FYE 2026 adopted: April 25, 2025

Annual Report for FYE 2024 submitted: October 25, 2024

SECTION V

LIST OF RESOLUTIONS APPROVED DURING FISCAL YEAR (ATTACH COPIES):

RESOLUTION NUMBER	RESOLUTION TITLE
2024-01	Resolution Election Officers
2024-02	Resolution Approving the Budget for Fiscal Year 2025

CID BYLAW AMENDMENTS: _____ ATTACHED ___X___ NONE APPROVED

SECTION VI

REVENUE AND EXPENSES FOR THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT JULY 1, 2024 - JUNE 30, 2025

INCOME:		
a) Sales and Use Tax		\$95,178.91
b)		
c)		
TOTAL INCOME		\$95,178.91
EXPENSES:		
I. Administrative:		
a) Prof Admin Fees	\$4,800.00	
b) Legal Fees	\$1,532.50	
c) Bank Fees	\$216.89	
SUB-TOTAL	\$6,549.39	
II. Services:		
a) Insurance	\$2,670.00	
b) Repair & Maintenance	\$76,500.00	
c)		
SUB-TOTAL	\$79,170.00	
III. Capital Improvements		
a)		
b)		
c)		
SUB-TOTAL		
IV. Other		
a) Operating Reserve	\$9,459.52	
b)		
c)		
SUB-TOTAL	\$9,459.52	
EXPENSE TOTAL:		
I. Administrative	\$6,549.39	
II. Services	\$79,170.00	
III. Capital Improvements		
IV. Other	\$9,459.52	
TOTAL EXPENSES	\$95,178.91	
TOTAL INCOME		\$95,178.91
LESS TOTAL EXPENSES		\$95,178.91
BALANCE		\$0

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: reddevelopment@ded.mo.gov

City Clerk

Attn: CID Annual Report

111 E Maple Avenue Independence, MO 64050

Phone: (816)325-7010

Email: cityclerk@indepmo.org

Missouri Dept. of Revenue

Attn: CID Annual Report

P.O. Box 3380

Jefferson City, MO 65105-3380

Phone: 573-751-4876

Email: localgov@dor.mo.gov

Missouri State Auditor

Attn: CID Annual Report

P.O. Box 869

Jefferson City, MO 65102

Phone: 573-751-4213

Email: localgovernment@auditor.mo.gov

THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT") NOMINATING AND CONFIRMING A SLATE OF SUCCESSOR DIRECTORS

WHEREAS, the District, which was formed by Ordinance Number 18415 adopted by the City of Independence, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401, *et seq.*, RSMo, as amended (the "Act"), and is transacting business and exercising the powers granted by the Act; and

WHEREAS, the Petition to Establish the District (the "Petition") authorizes the Board to select qualified individuals to serve as Successor Director in accordance with the qualifications set forth in the Petition; and

WHEREAS, the terms of Angie Rogers, Amy Ehlers and Alex Block have expired and the Board desires to appoint and confirm the following slate of Successor Directors, and

WHEREAS, the Petition authorizes the Board to submit to the Mayor, with the consent of the City Council, a slate of individuals nominated to serve as Successor Directors in accordance with the qualifications set forth in the Petition.

NOW THEREFORE, BE IT RESOLVED, by the Board as follows:

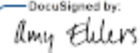
1. The following slate contains the term, name, and classification of the individuals selected and confirmed by the Board to serve as Successor Directors:
 - a. 4 Year Term expiring February 2029 – Angie Rogers;
 - b. 4 Year Term expiring February 2029 – Amy Ehlers; and
 - c. 4 Year Term expiring February 2029 – Ryan Cline.
2. The District's Legal Counsel is authorized to take all actions necessary to carry out this Resolution;
3. This Resolution shall take effect immediately.

Adopted this 24th day of April, 2025.

DocuSigned by:

Russ Cline, Chairman

ATTEST:

DocuSigned by:

Amy Ehlers, Secretary

THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT") NOMINATING AND CONFIRMING A SLATE OF INTERIM DIRECTORS

WHEREAS, the District, which was formed by Ordinance Number 18415 adopted by the City of Independence, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401, *et seq.*, RSMo, as amended (the "Act"), and is transacting business and exercising the powers granted by the Act; and

WHEREAS, the Petition to Establish the District (the "Petition") authorizes the Board to select qualified individuals to serve as Interim Director in accordance with the qualifications set forth in the Petition; and

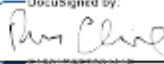
WHEREAS, Steve Caffey has passed away and the Board desires to appoint and confirm the following slate of Interim Directors; and

WHEREAS, the Petition authorizes the Board to submit to the Mayor, with the consent of the City Council, a slate of individuals nominated to serve as Interim Directors in accordance with the qualifications set forth in the Petition.

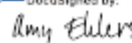
NOW THEREFORE, BE IT RESOLVED, by the Board as follows:

1. The following slate contains the term, name, and classification of the individuals selected and confirmed by the Board to serve as Interim Directors:
 - a. Term expiring February 2027 – Jamie Block.
2. The District's Legal Counsel is authorized to take all actions necessary to carry out this Resolution;
3. This Resolution shall take effect immediately.

Adopted this 24th day of April, 2025.

DocuSigned by:

Russ Cline, Chairman

ATTEST:

DocuSigned by:

Amy Ehlers, Secretary

THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") ELECTING OFFICERS FOR FISCAL YEAR 2026

WHEREAS, the District, which was formed by Ordinance Number 18415 adopted by the City Council of the City of Independence, MO, is a public body created under the authority of the "Missouri Community Improvement District Act", Sections 67.1401 et seq, RSMo, as amended (the "Act"), and is transacting business and exercising the powers granted by the Act;

WHEREAS, in accordance with the Bylaws of the District, the Board is to elect officers of the District annually; and

WHEREAS, the Board desires to elect a Chairman, Vice Chairman, Secretary, Treasurer and District Manager.

NOW THEREFORE, BE IT RESOLVED, by the Board as follows:

1. Russ Cline is appointed Chairman of the District;
2. Ryan Cline is appointed Vice Chairman of the District;
3. Amy Ehlers is appointed Secretary of the District;
4. Angie Rogers is appointed Treasurer of the District;
5. David Block is appointed District Manager of the District
6. The District's legal counsel is authorized to take all actions necessary to carry out this Resolution; and
7. This Resolution shall take effect immediately.

Adopted this 24th day of April, 2025.

DocuSigned by:

Russ Cline, Chairman

ATTEST:

DocuSigned by:

Amy Ehlers, Secretary

THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") APPROVING THE BUDGET FOR FISCAL YEAR 2026

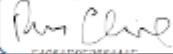
WHEREAS, the District, which was formed by Ordinance Number 18415 adopted by the City Council of the City of Independence, MO, is a public body created under the authority of the "Missouri Community Improvement District Act", Sections 67.1401 et seq, RSMo, as amended (the "Act"), and is transacting business and exercising the powers granted by the Act;

WHEREAS, the Board desires to approve the District's proposed budget for fiscal year 2026, in substantially the form attached hereto as Exhibit A (the "Budget").

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

- Section 1. The Board hereby approves the Budget for fiscal year 2026.
- Section 2. The Chairman is authorized and directed to take all further action necessary to carry out the purposes and intent of this Resolution.
- Section 3. This Resolution shall take effect immediately.

Adopted this 24th day of April, 2025.

DocuSigned by:

Russ Cline, Chairman

ATTEST:

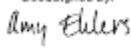
DocuSigned by:

Amy Ehlers, Secretary

EXHIBIT A

July 1, 2025 – June 30, 2026 BUDGET (FY - 2026)

BUDGET MESSAGE:

The Noland Fashion Square Community Improvement District (the "District") was formed as a political subdivision of the State of Missouri on February 17, 2015 by virtue of an ordinance approved by the City Council [Board of Alderman] of Independence, Missouri. The stated purpose of the District is to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip public improvements within the District. The District adopted a fiscal year of July 1st to June 30th.

Important Budget Features:

The District's source of revenue is sales and use taxes pursuant to the Missouri Community Improvement District Act, Sections 67-1545 to 67-1551 of the Missouri Statutes (the "Act") and approved by the qualified voters of the District by a sales tax election held on December 29, 2015.

The District was formed to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip public improvements, to provide or contract for cleaning, to support business activity and economic development in the District, to provide refuse collection and to carry out any other powers set forth in the Act.

Major Changes: None.

	<u>FYE 2026*</u>	<u>FYE 2025*</u>	<u>FYE 2024**</u>
FUNDS AVAILABLE:			
-Cash on Hand	\$217,292.30	\$180,292.30	\$110,797.96
ESTIMATED REVENUE:			
- Sales/Use Tax (1.00% effective April 1, 2016)	\$90,000.00	\$90,000.00	\$84,131.29
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	\$307,292.30	\$270,292.30	\$194,928.65
ESTIMATED EXPENDITURES:			
-Administrative Costs & Legal Fees	\$50,000.00	\$50,000.00	\$12,011.35
-Promotion/Marketing	\$0.00	\$0.00	\$0.00
-Insurance	\$3,000.00	\$3,000.00	\$2,625.00
-Common Area Landscaping/Maintenance Improvements	\$0.00	\$0.00	\$0.00
-Snow Removal/Lot Clean up	\$0.00	\$0.00	\$0.00
-Operating Reserve	\$0.00	\$0.00	\$0.00
-Accounting	\$0.00	\$0.00	\$0.00
TOTAL ESTIMATED EXPENDITURES	\$53,000.00	\$53,000.00	\$14,636.35
FUNDS AVAILABLE:			
- Cash on Hand End of Fiscal Year	\$254,292.30	\$217,292.30	\$180,292.30

*Estimated values

**Actual values

New Town at Harmony Community Improvement District

Annual Report
Fiscal Year Ending June 30, 2025

City of Independence, Missouri

Prepared By:
DEVELOPMENT DYNAMICS, LLC
2897 Highway K, Suite #210 • O'Fallon, Missouri 63368 • (636) 561-8602
www.developmentdynamics.org

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1. Annual Report Overview

This Annual Report is submitted to Independence, Missouri (the “City”) and the Missouri Department of Economic Development in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”).

2. District Description

New Town at Harmony CID is a commercial development, located in the City of Independence, Missouri.

Reporting Period:	May 7, 2024 through June 30, 2025	
Date District Established:	May 7, 2018	
Enacting Ordinance:	City of Independence Ordinance No. 18879	
CID Sales Tax Effective:	Has not been imposed.	
Tax Established:	New Town at Harmony CID has not imposed any tax as of June 30, 2024	
Date Annual Budget Adopted:	March 28, 2025	
Date Proposed Budget Submitted to Municipality:	March 28, 2025	
Date Annual Report Submitted to Municipal Clerk:	October 30, 2024	
Municipality:	City of Independence 111 East Maple Independence, MO 64050 Phone: 816-325-7000	
County:	Jackson	
District Administrator:	Development Dynamics, LLC 2897 Highway K, Suite 210 Independence, MO 63368 Phone: 636/561-8602	
Legal Counsel:	Amundsen Davis, LLC 7711 Carondelet Ave., Suite 800 St. Louis, Missouri 63105 Phone: 314-719-3704	
Governing Board of Directors:	Chair	Gregory G. Whittaker
	Vice Chair	Robert Whittaker, Jr.
	Secretary	Jason McCartney
	Treasurer	William Wideman
	Board Member	Shea McCartney

	Advisor Appointment from City	Vacant
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3. District Purpose

The District will assist in the funding of the construction of certain public improvements (the “Improvements”) that will provide benefit to the Development Project, the public and the owners of the single-family homes and may include, to the extent that they relate to public improvements that are constructed for the project:

- (a) site grading for public improvements;
- (b) re-grading, silt and debris removal from and sediment and erosion control for an existing lake and ponds, to the extent that such lakes or ponds are publicly owned or subject to a public easement;
- (c) site grading and installation of a canal system which will be publicly owned or subject to a public easement;
- (d) other flood control works related to the said lakes, ponds, and canals, including lake walls;
- (e) construction and installation of decorative vehicular and pedestrian bridges within public rights-of way or public easements;
- (f) installation of decorative street lights, street trees, street furnishings and landscaping and plantings within public street rights-of-way or public easements;
- (g) installation of traffic signalization and directional signage within public rights-of-way or public easements;
- (h) construction and installation of storm sewers and drainage works;
- (i) installation of main and lateral sanitary sewers and appurtenant sanitary sewerage systems including pumps, and lift stations (if required);
- (j) construction and installation of water controls and force mains;
- (k) installation and construction of sidewalks and trails, pavement, curbs and gutters which are within public rights-of-way or public easements; and
- (l) such other public facilities or public improvements as may be appurtenant to any of the foregoing or which otherwise satisfies the definition of the term “public improvement” as permitted by the CID Act; together with the associated design, architecture, engineering, financing, private interest carry, legal and administrative costs, and the costs in connection with any respective portion or phase of the public improvements that are associated with the Development Project.

To design and implement the Improvements, the District will incur significant costs including costs for the construction of the Improvements and the Improvements will inure to the benefit of the City and their citizens.

The District will enter into an agreement with the Developer whereby Developer will agree to advance such costs, as necessary, to complete the Improvements and the District will use the District Special Assessment (defined in the Petition) revenues collected over time to repay Developer with interest. Any obligation of the District will not be a financial obligation of the City of Independence, Missouri.

The District Special Assessment shall be imposed on all platted lots, excluding common ground shown on a subdivision plat, as provided in the Petition and shall be assessed as each phase of the Development Project is platted. The District Special Assessment collected within each phase of the

Development Project shall be used to fund Improvements within such phase of the Development Project.

4. District Legal Description

LEGAL DESCRIPTION

All that part of the North 1/2 and the Southwest 1/4 of Section 2, Township 49 North, Range 31 West, all in the City of Independence, Jackson County, Missouri and being more particularly described as follows:

Beginning at the North 1/4 corner of said Section 2, said point being marked by a 1/2" rebar (no cap); thence South 77°21'49" West along the Southerly line of a tract of land described in Book I-571 at Page 654, a distance of 692.14 feet; thence South 34°30'19" West along said Southerly line, a distance of 610.60 feet; thence South 27°17'21" West along said Southerly line, a distance of 1674.44 feet; thence South 01°44'27" West along the Easterly line of a tract of land conveyed to Jackson County, Missouri, a distance of 421.44 feet to a point on the Northerly right of way line of Truman Road, as now established; thence along the Northerly right of way of said Truman Road: South 70°10'59" East, a distance of 137.18 feet; thence South 68°25'35" East, a distance of 265.84 feet; thence South 83°42'21" East, a distance of 325.32 feet; thence North 76°28'39" East, a distance of 197.16 feet; thence North 75°57'07" East, a distance of 367.99 feet; thence leaving said right of way along a curve to the right, an arc length of 39.27 feet, having a radius of 25.00 feet, and whose long chord bears North 59° 02' 50" West, a chord distance of 35.36 feet to a point; thence North 14° 02' 46" West, a distance of 269.24 feet; thence, along a curve to the left, an arc length of 255.70 feet, having a radius of 847.58 feet, and whose long chord bears North 21° 54' 51" West, a chord distance of 254.73 feet; thence, continuing along a curve to the left, an arc length of 213.58 feet, having a radius of 847.58 feet, and whose long chord bears North 37° 46' 32" West, a chord distance of 213.01 feet; thence, along a reverse curve, an arc length of 320.98 feet, having a radius of 254.07 feet, and whose long chord bears North 08° 44' 10" West, a chord distance of 300.06 feet; thence, North 27° 27' 22" East, a distance of 142.36 feet; thence, along a curve to the right, an arc length of 47.08 feet, having a radius of 390.82 feet, and whose long chord bears North 30° 54' 25" East, a chord distance of 47.05 feet; thence, South 62° 42' 39" East, a distance of 200.58 feet; thence, along a curve to the right, an arc length of 278.15 feet, having a radius of 570.00 feet, and whose long chord bears North 84° 52' 49" East, a chord distance of 275.40 feet; thence, South 81° 08' 23" East, a distance of 150.30 feet; thence, along a curve to the left, an arc length of 104.59 feet, having a radius of 799.00 feet, and whose long chord bears South 04° 37' 18" West, a chord distance of 104.51 feet; thence, South 00° 52' 19" West, a distance of 890.21 feet; thence, along a curve to the right, an arc length of 39.78 feet, having a radius of 25.00 feet, and whose long chord bears South 46° 27' 24" West, a chord distance of 35.71 feet to a point on the Northern Right of Way Line of Truman (80'W) Road; thence South 87°48'01" East, a distance of 1181.21 feet to the beginning of a curve to the left and tangent to the last described course; thence along said curve to the left having a radius of 11419.16 feet, an arc distance of 306.02 feet to a point on the Westerly right of way line of S. Fisher Road, as now established; thence North 02°55'08" East along said Westerly right of way line, a distance of 1286.72 feet to a point on the South line of a tract of land described in Doc. No. 2002 I 0111733; thence along the Southerly, Westerly and Northerly lines of said tract the following courses: thence North 88°51'01" West, a distance of 557.08 feet; thence North 30°12'21" West, a distance of 161.51 feet (161.68 feet deed); thence North 07°06'04" West, a distance of 129.84 feet (129.88 feet deed); thence North 19°09'35" East, a distance of 112.71 feet (112.64 feet deed); thence North 39°56'33" East, a distance of 146.17 feet (146.13 feet deed); thence North 50°44'03" East, a distance of 159.85 feet (159.90 feet deed); thence North 57°29'02" East, a distance of 124.36 feet (deed); thence North 67°40'44" East, a distance of 129.87 feet (129.90 feet deed); thence South 75°33'00" East, a distance of 194.59 feet (195.17 feet deed) to a point on the Westerly right of way line of said S. Fisher Road; thence North 01°10'52" East along said Westerly right of way line, a distance of 629.18 feet to a point on the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 2; thence North

88°07'47" West along said North line, a distance of 1301.95 feet to the Point of Beginning. The above described tract contains 132.99 acres, more or less and is subject to all easements, restrictions, reservations, covenants and right of ways, recorded or unrecorded, if any.

Except and excluding:

Parcel 2 - SEC-02 TWP-49 RNG-31---PT N 1/2 & SW 1/4 DAF: BEG NW COR NW 1/4 NE 1/4 TH S 77 DEG 21 MIN 49 SEC W 692.14' TH S 34 DEG 30 MIN 19 SEC W 610.6' TH S 27 DEG 17 MIN 21 SEC W 1674.44' TH S 01 DEG 44 MIN 27 SEC W 421.44' TH S 70 DEG 10 MIN 59 SEC E 137.18' TH S 68 DEG 25 MIN 35 SEC E 265.84' TH S 83 DEG 42 MIN 21 SEC E 325.32' TH N 76 DEG 28 MIN 39 SEC E 197.16' TH N 75 DEG 57 MIN 07 SEC E 367.99' TO TRUE POB TH NLY ALG A CURVE TO RI 27.66' TH N 14 DEG 02 MIN 46 SEC W 269.24' TH NWLY ALG A CURVE TO LF 468.71' TH NLY ALG A CURVE TO RI 320.86' TH N 27 DEG 27 MIN 22 SEC E 142.36' TH NELY ALG CURVE TO RI 47.08' TH S 62 DEG 42 MIN 39 SEC E 200.58' TH ELY ALG CUR TO RI 278.15' TH S 81 DEG 08 MIN 23 SEC E 150.30' TH SLY ALG A CURVE TO LF 105.51' TH S 890.21' TH SLY ALG CURVE TO RI 22.88' TO N ROW LI TRUMAN RD TH WLY ALG N ROW LI & ALG A CURVE TO LF 214.44' TH S 75 DEG 57 MIN 07 SEC W ALG SD N ROW LI 65.35 TO TRUE POB

5. District Boundary Map



6. District Financials

The District financials are included within the attachments of this report. The financials provide the revenues, expenditures, outstanding indebtedness, and fund balances for the District. Please refer to the Financial Report and Budget Resolution attached.

Attachments:

Signatures on documents attached have been redacted for security purposes.

- Financial Report for Fiscal Year Ending June 30, 2025:

New Town at Harmony Community Improvement District
Annual Report of Financial Transactions
For the Fiscal Year July 1, 2024 to June 30, 2025

A. Beginning Balance \$ -

B. Summary of Receipts

CID Sales Tax	\$ -
CID Special Assessment	\$ -
Total Receipts	\$ -

C. Summary of Disbursements

Bank Fee	\$ -
Administration Costs	\$ -
Project Cost Reimbursements	\$ -
Total Disbursements	\$ -

D. Ending Balance \$ -

E. Summary of Ending Balance by Depository \$ -

F. Statement of Indebtedness

Certificates of Reimbursable Costs

Outstanding on 07/01/2024	Issued	Retired	Outstanding on 6/30/2025
\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

G. Statement of Assessed Valuation and Tax Rates

The New Town at Harmony Ridge Community Improvement District did not calculate assessed valuation in 2024 since it did not impose a property tax or special assessment. GASB Rule 77 Disclosure: The District did not enter into any property tax abatement agreements during the past fiscal year.