



City Council REGULAR MEETING

December 1, 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 Laurie Dean Wiley, Chair of God at Center Committee at Truman Heritage Habitat for Humanity

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION RESOLUTIONS

1. 25-810 A resolution recognizing Eric Michel, Battalion Chief of the Independence Fire Department, as the ISTAR Recipient for Service and Teamwork Above Responsibilities Award for December 2025 **Postponed to 12/15/25**

PROCLAMATIONS

CITIZEN REQUESTS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of regular meeting minutes from November 3 and November 17, 2025.
Approved
2. Council action is requested to issue a purchase order to Trench Limited in the amount of \$128,928.00, and authorizing change orders of up to ten percent (10%) of the authorized amount, for twelve (12) 69kV CCVT transformer replacements for Substation M for the Power & Light (IPL) Department. **Approved**

3. Council action is requested to authorize the Municipal Services Department to expend \$265,000 with ESI Contracting Corp. for rock, and to approve change orders of up to ten percent (10%) of the authorized amount, in Fiscal Year 2025–2026.

Approved

4. Council action is requested to enter a one-year contract, with four one-year renewal terms with CBiz Benefits & Insurance Services, Inc for Benefits Consulting Services.

Item passes 6-0

5. Council action is requested to authorize the City Manager to execute a construction contract with JM Fahey Construction Company for an amount not to exceed \$2,616,572.60, and authorizing change orders of up to ten percent (10%) of the authorized amount and/or time extensions, for the Truman Connected Phase 1 Project (No. 112102). **Approved**

6. Council action is requested to authorize the City Manager to approve Purchase Order Change Order #1 to a contract (PO #25000708) with Brotcke Well and Pump, Inc., for a new contract total of \$735,593.63, and authorizing change orders of up to ten percent (10%) of the authorized amount, to finalize repairs to the water supply wells at the Courtney Bend Water Treatment Plant. **Approved**

7. Council action is requested to authorize the City Manager to approve Change Order #1 on a contract (PO #2600038) with Davenport Construction, for a new contract amount not to exceed \$210,000, and authorizing change orders of up to ten percent (10%) of the authorized amount, for street repair services. **Approved**

8. Council action is requested to approve the issuance of a Purchase Order to Motorola for four (4) MCC7500E Dispatch Consoles for the Police Department in the amount of \$419,697.00. **Item passes 6-0**

RESOLUTIONS

1. 25-811 A Resolution of Intent for the City of Independence to enter into discussions with the Missouri Department of Conservation concerning the future ownership and use of the Lipton Conservation Area. **Item passes 6-0 Res. No. 7188**
2. 25-812 A resolution establishing temporary Short Term Rental regulations in preparation for the 2026 FIFA World Cup. **Res. No. 7189**
3. 25-813 A resolution appointing Marcus Bowen to the Street Improvement Oversight Committee
4. 25-814 A resolution establishing a policy to temporarily disable security badge access for current city council members during non-business hours on the night prior to

candidate application packet submission (*Sponsored by Councilmember Stewart*)

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application 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. ***New Information Only.***

25-112 **2R** 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. **2R Item passes 5-1 Ord. No. 19754**

2. A public hearing for the application to rezone the properties located 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. ***New Information Only.***

25-113 **2R** 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. **2R Item passes 6-0 Ord. No. 19755**

3. A public hearing for the application to rezone the properties at 1116 S. Woodland Avenue and 1506 W. 23rd Street from I-1, Industrial, to R-12, Two-Family Residential. ***New Information Only.***

25-114 **2R** 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. **2R Item passes 6-0 Ord. No. 19756**

4. A public hearing for the Special Use Permit application to operate a bed & breakfast at 711 N. Arapaho Street. ***New Information Only.***

25-115 **2R** An ordinance approving a Special Use Permit to operate a bed and breakfast at 711 N. Arapaho Street, in Independence, Missouri. **2R Item**

passes 6-0 Ord. No. 19757

5. A public hearing for the Special Use Permit application to operate a light equipment sales business at 1112 Dickinson Road. ***New Information Only.***

25-116 **2R** An ordinance approving a Special Use Permit to operate a light equipment sales business at 1112 Dickinson Road, in Independence, Missouri.

2R Item passes 6-0 Ord. No. 19758

6. Public Hearing regarding the Plan for an Industrial Development Project for the Wally's Redevelopment Project. ***Full Public Hearing.***

ORDINANCES

1. 25-107 **2R** An Ordinance Approving a Plan for Industrial Development for a Power Generation Project located at 21500 East Truman Road, Independence, Missouri.
2R Item passes 6-0 Ord. No. 19759
2. 25-108 **2R** 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. **2R Item passes 6-0 Ord. No. 19760**
3. 25-109 **2R** 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. **2R Item passes 6-0 Ord. No. 19761**
4. 25-111 **2R** 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. **2R Item passes 6-0 Ord. No. 19762**

FIRST READING(S)

1. 25-117 **1R** An ordinance authorizing the City to enter into a Cooperative Agreement relating to the Pavilions at Hartman Heritage Community

Improvement District. **1R Read**

2. 25-118 **1R** An ordinance authorizing the City to enter into a Cooperative Agreement relating to the Eastgate Commerce Center Community Improvement District. **1R Read**
3. 25-119 **1R** An ordinance declaring the vacant lot at 320 E. Elm St, as surplus property; and authorizing the disposition of said property in accordance with Chapter 20 of the City Code. **1R Read**
4. 25-120 **1R** An ordinance adopting amendments to the Fiscal Year 2024-2025 Budget, which was approved by Ordinance No. 19561. **1R Read**
5. 25-121 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District O-1 (Office-Residential) for the property located at 19405 E. 40th Street Court S. **1R Read**

INFORMATION ONLY

1. Municipal Court Report for the month of October
2. **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



A GREAT AMERICAN STORY

City Council REGULAR MEETING Minutes

November 3, 2025 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

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

Dan O'Neill gave the invocation

THE PLEDGE OF ALLEGIANCE

ROLL CALL

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

PRESENTATION RESOLUTIONS

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

This item was postponed to November 17th.

PROCLAMATIONS

There were no proclamations

CITIZEN REQUESTS

Naomi Wolfson spoke about short-term rentals

Kelly Cannon spoke about code enforcement

Cody Atkinson spoke about park playground equipment
Wes Epperson spoke about proposed development

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of regular meeting minutes from October 6 and October 20, 2025.
Approved
2. Council action is requested to issue a purchase order to Miracle Recreation in the amount of \$102,932.00, for playground equipment for Benton Park for the Parks and Recreation Department. **Postponed to November 17, 2025**

Councilmember Wiley moved to postpone this item to the next regular meeting on November 17th so Councilmembers can have time to look into this further. Motion seconded by Councilmember McCandless.

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

NAYS (0): None

ABSENT (1): Councilmember Perkins

Item is postponed to November 17th - 6-0

3. Council action is requested to authorize the City Manager to issue a purchase order to Guier Fence Company with the amount of \$173,000.00 to install fencing for Substation M for the Power & Light department. **Approved**
4. Council action is requested to authorize a purchase order to Tyler Technologies, Inc. in the amount of \$606,939.48 for the city's annual subscription to Tyler Munis Enterprise Resource Planning (ERP) financial and human resources software system.
Approved
5. Council action is requested to authorize the City Manager to issue a purchase order to Cogent Inc. in the amount of \$253,570 for the refurbishment of high service pumps #1 & #3 at the Courtney Bend Water Treatment Plant as part of the High Service Pump Overhaul Project (No. 402604). **Approved**
6. Council action is requested to authorize the City Manager to execute a construction contract with Linaweaver Construction, Inc., for an amount not to exceed \$120,658 for Liberty Street Sidewalk & Structural Repairs as part of the Square Streetscape Phase 1 Project (No. 111902). **Approved**
7. Council action is requested to authorize the City Manager to approve Change Orders #5 and #6 on the existing design contract (PO #24000627) with Kimley-Horn

Associates for a contract totaling \$1,923,466 as part of the Winner Rd Complete Streets Project (No. 112403). **Approved**

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

RESOLUTIONS

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

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

Councilmember Vaught made a motion to amend this item to replace the word 'shall' in Section 2 with the word 'may'. This was seconded by Councilmember Stewart.

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

NAYS (0): None

ABSENT (1): Councilmember Perkins

Amendment passes 6-0

Vote on main item

AYES (4): Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Wiley

NAYS (2): Mayor Rowland, Councilmember Fears

ABSENT (1): Councilmember Perkins

Main item passes 4-2

2. 25-798 A resolution appointing Carly Young to the Sustainability Commission of the City of Independence **Approved Res. No. 7175**
3. 25-799 A resolution appointing Carly Young to the Independence Arts Council **Approved Res. No. 7176**
4. 25-800 A resolution appointing Stacey Carlson as an alternate member of the Board of Adjustment **Approved Res. No. 7177**

REGULAR AGENDA

ORDINANCES

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

None moved to Approve the item as presented. Motion seconded by None.

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

NAYS (1): Mayor Rowland

ABSENT (1): Councilmember Perkins

Item passes 5-1

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

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

NAYS (0): None

ABSENT (1): Councilmember Perkins

Item passes 6-0

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

This is a routine clean-up item that reconciles the differences between the proposed budget and actual expenditures. This is for appropriation of grant funds and items related to the police department for equipment needs.

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

NAYS (0): None

ABSENT (1): Councilmember Perkins

Item passes 6-0

4. 25-100 2R An ordinance amending Article 15 of Chapter 4 Rental Ready Program to amend the effective date of the licensing requirement for utility turn-on. 2R

Item passes 6-0 Ord. No. 19746

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

NAYS (0): None

ABSENT (1): Councilmember Perkins

Item passes 6-0

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

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

NAYS (0): None

ABSENT (1): Councilmember Perkins

Item passes 6-0

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

This will improve the sidewalks on 23rd Street between Speck and Jackson Drive. This will include pedestrian signal improvements, ADA-compliant modifications, and signaling and sidewalk infrastructure.

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

NAYS (0): None

ABSENT (1): Councilmember Perkins

Item passes 6-0

FIRST READING(S)

1. 25-103 **1R** An Ordinance Amending Ordinance No. 7755 And Ordinance No. 18924 Concerning Membership Criteria for the Independence Square Advisory Board. **1R Read**
2. 25-104 **1R** An ordinance authorizing the acceptance of a grant for \$1,993.00 from the Eileen Normile Weir Community Impact Grant for the Parks and Recreation Department. **1R Read**
3. 25-105 **1R** An ordinance finding determining and declaring the necessity of acquiring utility easements for the Crackerneck Creek Bank Stabilization Project (Project No.

302202); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights, in conjunction with the Project. **1R Read**

4. 25-106 **1R** An ordinance amending Article 6 of Chapter 8 and Article 4 of Chapter 20, of the Independence City Code pertaining to the adoption of a revised Procurement Policy. **1R Read**

INFORMATION ONLY

1. SGR Proposal for the search of a new City Manager
2. Municipal Court Report for September 2025
3. Arrowhead CID Annual Report for FY Ending in June 2025
4. Land Trust of Jackson County 2026 Proposed Budget
5. EastGate Commerce Center CID Annual Report
6. HUB Drive CID Annual Report
7. Independence Square CID Annual Report
8. **Please Note:** In accordance with RSMo. 610.021, the City Council may convene in a Closed Executive Session during or after the meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).

COUNCILMEMBER COMMENTS

Councilmember Vaught shared that the Community Services League has expanded their drive-through at the Noland Road location to better serve citizens.

Councilmember Wiley attended the monthly meeting of the Independence Housing Authority Board. They discussed how the Federal shutdown has affected their work, including working with HUD and Hocker Heights. She also met with tenants of Independence Towers on Saturday. They are now advocating for tenants across Jackson County for others who are sharing related issues they have experienced.

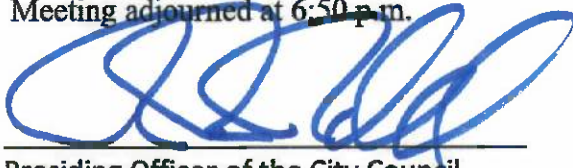
Councilmember McCandless discussed the SGR Proposal listed under the Information Only

section of the agenda. She encouraged everyone to review that item. She talked about how wonderful the Halloween Parade was and those that helped made it a great event. The Enovation Center celebrated 15 years. She had a great ride along with IPD and expressed her thanks. We are still waiting on some final decisions for City 7. Many have migrated over to watching the meetings on YouTube. She hopes to have this on a study session in the near future. Lastly, former Mayor Weir's house was hit by a truck. She thanked IPD and IFD for coming to their rescue when the vehicle went through their bedroom at 4 a.m. The driver was apprehended and arrested. She wished a speedy recovery to former Mayor Weir's husband who was injured.

Mayor Rowland recognized Lori Harp for her work in putting together an event recognizing all the nonprofits in Independence. He encouraged citizens to volunteer at the animal shelter to give the animals some human contact. He also said Mary Ann Metheny was recognized by the Missouri Municipal League as Citizen of the Year for the City of Independence.

ADJOURNMENT

Meeting adjourned at 6:50 p.m.



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

ATTEST:


City Clerk





A GREAT AMERICAN STORY

City Council REGULAR MEETING Minutes

November 17, 2025 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

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

The invocation was given by Dan O'Neill.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

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

PRESENTATION RESOLUTIONS

They Mayor recognized three individuals that are retiring from the city.

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**

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

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

PROCLAMATIONS

There were no proclamations.

CITIZEN REQUESTS

Becky Hake spoke on Resolution 25-801, the Legislative Agenda.

Kelly Cannon presented the Council with a letter regarding code compliance.

CONSENT AGENDA

Reports and Recommendations of the City Manager

Councilmember Perkins moved to Approve the the consent agenda. Motion seconded by Councilmember McCandless.

items pulled for special consideration were:

Item #1 by Councilmember Vaught

Items #4, #8, and Resolution 25-802 by Councilmember McCandless

Item #7 by Councilmember Perkins

Item #9 by Councilmember Fears

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

NAYS (0): None

ABSENT (0):

Consent agenda passes 7-0 excluding items pulled for special consideration.

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**

This item was pulled for special consideration by Councilmember Vaught. Completion date for this project is set to be June 30, 2026.

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

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

2. Council action is requested to authorize the City Manager to 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**

This item was pulled for special consideration by Councilmember McCandless. This funding will cover overlay projects in the spring of 2026, and then the street sales tax will cover the cost for overlay in the fall of 2026.

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

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

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**

This item was pulled by Councilmember Perkins. The funding for this project is coming from the Fire Protection Sales Tax. This will purchase the shell of the new fire station 8 plays electrical and HVAC items.

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

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

Item passes 7-0

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**

This item was pulled by Councilmember McCandless. This covers cost of additional work stations needed for police staff.

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

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

Item passes 7-0

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**

This item was pulled by Councilmember Fears. This park is too small for ADA accessible equipment. This is something the Parks Department reviews each time they purchase new equipment for parks.

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

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

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**

This item was pulled by Councilmember McCandless. This will shift the alignment of Bly Road to create a bigger parcel space for the developer.

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

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

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.**

Lucy Young and Kevin Baird spoke on this 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**

Assistant City Manager Charlie Dissell and IPL Director Joe Hegendeffer gave a presentation on this item. This is a proposal for a power generation project. This will bring more opportunity for economic development and growth to the city. This aligns with the City Council's December 2024 vote to retain and reinvest in IPL. This will be privately financed and will not increase rates for IPL customers. The City will retain ownership of the land. the City will gain future ownership flexibility. IPL has the first opportunity to purchase the power.

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**

This amends the membership of the Independence Square Advisory Board from 9 to 7 members.

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

2. 25-104 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**

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

3. 25-105 **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**

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

4. 25-106 **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**

This item is presented as an emergency item for a timing issue. Item was read twice and voted on.

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

4. 25-111 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

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

NAYS (1): Councilmember Stewart

ABSENT (0):

Item passes 6-1

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

Councilmember Fears discussed the upcoming Parks Master Plan. This will come forward for public presentation in January.

Councilmember Wiley talked about the Animal Shelter event that took place this past Saturday.

The goal was to adopt out 50 animals. They adopted out 39 which is still a huge success.

Councilmember McCandless said that two weeks ago, we welcomed Lt. Governor Wasinger and Senator Nicola. They talked about aging and exploitation and support services. She attended the KC Economic Outlook at the Federal Reserve in Kansas City. She also gave an update on the City Manager search. A representative from SGR will be meeting with members of Council, staff and community leaders.

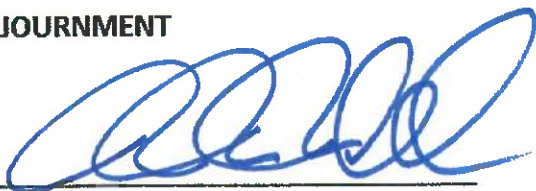
Councilmember Perkins reminded everyone that the square lighting ceremony is this Friday.

The Living Windows event will be held on December 5th.

Mayor Rowland gave a shoutout to the high school ROTC for their Veteran's Day parade.

Meeting adjourned at 7:23 p.m.

ADJOURNMENT



Presiding Officer of the City Council

of the City of Independence, Missouri

ATTEST:

Sharonne Holland
City Clerk



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Trench Limited in the amount of \$128,928.00, and authorizing change orders of up to ten percent (10%) of the authorized amount, for twelve (12) 69kV CCVT transformer replacements for Substation M for the Power & Light (IPL) Department. **Approved**

Recommendations:

Council approval is recommended.

Background:

The Transmission and Distribution substation division of IPL needs replacement of twelve (12) 69kV bus support capacitor voltage transformers that were put into service in 1985 and are beginning to fail, affecting automatic closing on three (3) 69kV transmission lines at Sub M. Trench Limited is the limited-source distributor due to the Sub M 69kV bus height design of Trench CCVT's specifications currently in service.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact on the city is \$128,928.00. Funding for the Trench CCVT replacements is included in the fiscal year 2025-2026 proposed budget, page 260, project account number 0217021-5406-202608-C, Substation & Transmission Upgrade and Replacement, IPL fund 021.

Council Action:

Department / Contact	Power and Light /
---------------------------------	-------------------

REVIEWERS

Khristina Irvine
Joseph Hegendefffer
Melissa Cabrera

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. City of Independence_22513064R2
2. Trench CCVT's Limited/Sole Source Form 9-22-2025



Quotation

To: CITY OF INDEPENDENCE
Attn: Lee Donner
Email: LDonner@indepmo.org
Your ref: Trench Bus Support CCVT
Subject: CVT:REPLACEMENTS

From: Trench Limited
Name: Neil Archer
Date: NOV-11-2025
Trench ref: 22513064 rev. 02
Page: 1 of 22

Dear Lee,

Thank you for your inquiry and your continued interest in our products.

We are pleased to submit herewith our **updated** proposal for the above-mentioned project and hope it meets your expectations.

As your reputable local partner, Trench provides the utmost in high-quality and reliable products that are individually designed for the required performance and service life.

To address growing market demands, Trench is pleased to offer our new standard 60/66-month warranty period. Further details are enclosed within this offer

If you have any questions, or require additional information regarding our products, please do not hesitate to contact us anytime.

We look forward to having the opportunity to serve you soon.

Archer Neil
z0016std

Digitally signed by Archer Neil
z0016std
DN: cn=Archer Neil z0016std,
ou=Users,
email=neil.archer@trench-group.com
Date: 2025.11.11 09:15:27 -05'00'

Sincerely,
Neil Archer
Inside Sales
Trench Limited - Instrument Transformer Division

CC:
MCMULLEN-NIEMANN & ASSOCIATES INC
Keith Armstrong

Enclosed datasheet, drawings

Trench Limited
1865 Clements Road
Pickering, Ontario
Canada L1W 3R8
Quote # 22513064
Confidential

Tel: 416 751 8570
24/7 Toll free: 1844 873 6241
Fax: 416 751 6952
Email: neil.archer@trench-group.com



PRICE TABLE

Item	Material	Description	Qty	Unit Price USD	Total Price USD	Delivery
10	Capacitor Voltage Transformer	TEVF72.5 RFQ Item 000001 Rated Voltage 69 kV , Capacitance 10,000 pF , Type of Insulator Porcelain , Creepage 72 IN , No. of Secondaries 2 , Carrier accessory No ,	12	9,550.00	114,600.00	56-58 weeks
20	Capacitor Voltage Transformer	TEVF72.5 *ALTERNATE* Rated Voltage 69 kV , Capacitance 10,000 pF , Type of Insulator Porcelain , Creepage 72 IN , No. of Secondaries 2 , Carrier accessory No ,	12	11,940.00	143,280.00	38-40 weeks

Total Value Pre Tax	USD 114,600.00
Total Value After Tax	USD 114,600.00

PRICES ARE EXCLUSIVE OF VALUE ADDED TAX, IF APPLICABLE
Item prices are valid only for the quantities as indicated.



COMMERCIAL CONDITIONS

Place of manufacture within the Trench Group will be determined by Trench Group at the time of order placement.

Validity: Proposal is valid until 2025-12-28
Prices are firm for shipment on/or before 2026-12-31

Delivery: Delivery is based on receipt and acceptance of official order and does not include any additional time required for approval documentation, FAT/witness testing or inspection (if required by purchaser). Lead time could be improved at time of order entry, depending on plant loading.

The foregoing provision shall form an integral part of any contract resulting from this offer and shall supersede any other terms and conditions of the Contract which may otherwise be applicable to the subject matter described in the provision.

NOTE ON DRAWING APPROVAL: Trench's quotation includes drawings which are technically and dimensionally aligned with our offer. To expedite drawing approval, purchaser may indicate the quotation drawings are approved for manufacturing by submitting signed copies of the quotation drawings to Trench marked as "approved" along with the purchase order. Any changes or comments included by purchaser will be accepted by Trench, provided that such comments do not fundamentally change the design or offer (e.g. are limited to either changes to the nomenclature or the addition of reference notes).

Freight Terms: DDP MO, US
According to INCOTERMS, ICC publication no. 715, 2020 edition.

Payment Terms: within 30 days Due net

Testing: Price includes Routine Testing according to the quoted standards only. Type test reports of similar units can be provided in lieu of performing type tests upon request at no charge.
Actual type tests, if required, would be charged extra. If type testing is required, delivery dates may be affected.

Packing: Appropriate packaging for the shipping method is included.

Warranty: 60 months in service ,maximum 66 months from delivery
Warranty only applies to products manufactured and supplied by Trench Group.

Conditions of Sale: Trench Sales and Supply GTC-EN- Jan2025_Ver0

Retention Clause: Trench Limited shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

Liquidated Damages: As agreed, upon the Purchase Order or Trench Sales and Supply GTC-EN-Jan2025_Ver0

Performance or Warranty Security: The Trench proposal does not include the provision of any security or bank guarantee. If one is subsequently required, the specific details of the Security / Guarantee have to be agreed by Trench Limited and the additional cost will be for the customer's account.



Additional Comments: Erection, installation, training of personnel as well as site test procedure is not included in our supply.
Special tools for erection and putting them into service are not necessary.
Special spare parts are normally not necessary because the quoted apparatus is practically maintenance free.

Drawings and Literature: Supplier reserves all titles and property rights and rights originating from copyright on cost estimates, drawings and other documents. Such may not be disclosed to third parties without prior consent of the supplier. Contractual language: English.

Compliance: Compliance with legal regulations is an integral part of all business processes at Trench. Possible infringements can be reported to our Helpdesk "Tell us "At www.trench-group.com.

Compliance with Export Control Regulations:

1. If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Supplier or works and services (including all kinds of technical support) performed by Supplier to a third party, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event, Purchaser shall comply with the (re-) export control regulations of Canada, of the Federal Republic of Germany, of the European Union and of the United States of America, to the extent permissible under Canadian law.
2. If required to conduct export control checks, Purchaser, upon request by Supplier, shall promptly provide Supplier with all information pertaining to the particular end customer, the destination and the intended use of goods, works and services provided by Supplier, as well as any export control restrictions existing.
3. Purchaser shall indemnify and hold harmless Supplier from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Supplier for all losses and expenses resulting thereof. This provision does not imply a change in burden of proof.
4. Supplier shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

Default of Acceptance: If the Purchaser, for reasons attributable to it, does not take over the delivered goods, Supplier shall be entitled to present the bill after notification of readiness for delivery. The agreed times allowed for payment shall immediately commence and the goods shall be stored by Supplier at the risk of the Purchaser.

**Trench Limited
Confidential / Proprietary
Information**

This document contains information confidential and proprietary to Trench Limited. Receipt of this document is an acknowledgement of a confidential relationship between the recipient and Trench Limited with respect to the document itself and any subsequent communication related to it. This document is to be used solely for the purpose for which it was furnished and is to be returned or destroyed when no longer required. Neither this document nor any information obtained therefrom is to be published, reproduced, transmitted, distributed, disclosed or used otherwise in whole or in part without the written consent of Trench Limited. If you are not the intended recipient of this document, you are hereby notified that you received in error, and that any review, dissemination, distribution, copying or use of this document in whole or in part is strictly prohibited. If you have received this document in error, please destroy the document or contact Trench Limited to arrange for its return.



Price Reservation Clause Trench's pricing is subject to adjustment for the impact of any new or modified taxes, duties, tariffs or equivalent measures imposed by any local or foreign governmental authority which is applicable to our offering, including any portions or components contained within the offering, including those announced and/or implemented on or after May 31, 2018. If any change to any law, rule, regulation, taxes, customs, duties order, code, standard or requirement, (including the interpretation of the same) impacts the Seller's obligations or performance under this Contract, the Seller shall be entitled to a change order for an equitable adjustment in prices and times for performance to the extent such change impacts the Seller's obligations or performance under this Contract.

CANCELLATION FEES:

In case of cancellation or suspension of the order, Trench Canada Instrument Transformers reserves the right to charge the following fees regarding the cancelled components of the order:

1. after PO is received	15%
2. after sending contract drawings	25%
3. after material has been ordered	75%
4. with production start	90%
5. after units tested successfully	95%
6. at readiness of shipment	100%



TECHNICAL COMMENTS

Steel supporting structures, adapter plates, mounting hardware for the offered equipment, line- and grounding connectors as well as junction boxes are not included in our supply.

Our standard manuals as well as the following drawings are included in our supply:

- outline drawing with details of primary terminal, grounding terminal and mounting holes
- wiring diagram
- rating plates
- secondary terminal box

Painting of transformers:

All iron parts are hot-dip galvanized or of stainless steel. Other metal parts are of corrosion resistant cast aluminum and additional painting is not necessary.

All terminal box / enclosures meet the degree of protection IP54.

CVT supplied with oil level indicator on electromagnetic unit only.

If applicable, carrier accessories include:

- in low voltage box: drain coil with protective spark gap and carrier ground switch;
- in base box: choke coil with protective spark gap and voltage tap ground switch (if required).

If applicable, Line Trap mounting holes 4 x 5/8–11 inch tapped on 5 inch [127 mm] BCD. (Alternatively, holes tapped on 11.65 inch [296 mm] BCD available upon request.)

For Line Trap mounting feasibility, please consult the factory.

CVT designed with:

- Transient response < 10 % residual voltage after 1 cycle;
 - Ferroresonance suppression < 10 cycles;
 - Capacitor section supplied with mixed dielectric (polypropylene film / Kraft paper) impregnated with synthetic oil.
- Dissipation factor < 0.4 %.



TEVF72.5

Trench proposal #....22513064 Item #.....000010

Product Type	TEVF72.5
Quantity	12,000
Standard	ANSI C93.1

Altitude above sea level ft	3,300 FT
Temperature range Min.	-40 °C
Temperature range Max.	45 °C
Wind speed maximum	100MPH
Seismic specification	No

Rated System Voltage	69 kV
Max System Voltage	72.5 kV
Frequency	60 Hz
1 Minute Dry withstand	165 kV
10 Second Wet Withstand	140 kV
Switching Insulation Level	0 kV
Basic Impulse Level	350 kV
Over Voltage Factor	1.4/60s

Nominal Capacitance	10,000 pF
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Performance Reference Voltage	40,250 V
Max Thermal Burden	1000VA

Number of secondary windings	2
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Secondary Volt full winding w1	115 V
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Trench Limited
1865 Clements Road
Pickering, Ontario
Canada L1W 3R8
Quote # 22513064
Confidential

Tel: 416 751 8570
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Fax: 416 751 6952
Email: neil.archer@trench-group.com



Secondary Voltage tap W1	67.08 V
Accuracy W1	0.6
Burden W1	WXYZ
Ratio W1	350/600:1

Secondary Volt full winding w2	115 V
Secondary Voltage tap W2	67.08 V
Accuracy W2	0.6
Burden W2	WXYZ
Ratio W2	350/600:1

Simultaneous Accuracy	0.6
Simultaneous Burden	WXYZ

Base Box Style	Low profile
Carrier accessory	No

Total sections	1
Color of Insulator	Grey
Type of Insulator	Porcelain
Creepage distance in	72 IN
Flashover distance in	28 IN
Max. term. pull-80 mph wind	1,259 LB

Dimensions as per drawing	GSVF07N0L
Net Weight	410 LB
Gross Weight	443 LB
Crate Length	36 IN
Crate Width	24 IN
Crate Height	62 IN

Primary Terminal	AI NEMA 4 holes
Primary Connector	No
Ground Terminal	AI NEMA 2 holes Tin
Ground Connector	No
Secondary Terminal Type	Screw type integrated
Secondary Protection	No

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Additional Accessories

Heater	No
Additional Spark Gap	No
Oil Drain Valve	No
Harmonic Monitoring Device	No
Damping Pads	No
Bellow level indicator	No
Shock Indicator	No
Suspension Bracket	No
Low Voltage Box K.O.	1.25" K.O. Both side
Gland Plate K.O.	No



TEVF72.5

Trench proposal #....22513064 Item #.....000020

Product Type	TEVF72.5
Quantity	12.000
Standard	ANSI C93.1

Altitude above sea level ft	3,300 FT
Temperature range Min.	-40 °C
Temperature range Max.	45 °C
Wind speed maximum	100MPH
Seismic specification	No

Rated System Voltage	69 kV
Max System Voltage	72.5 kV
Frequency	60 Hz
1 Minute Dry withstand	165 kV
10 Second Wet Withstand	140 kV
Switching Insulation Level	0 kV
Basic Impulse Level	350 kV
Over Voltage Factor	1.4/60s

Nominal Capacitance	10,000 pF
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Performance Reference Voltage	40,250 V
Max Thermal Burden	1000VA

Number of secondary windings	2
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Secondary Volt full winding w1	115 V
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Secondary Voltage tap W1	67.08 V
Accuracy W1	0.6
Burden W1	WXYZ
Ratio W1	350/600:1

Secondary Volt full winding w2	115 V
Secondary Voltage tap W2	67.08 V
Accuracy W2	0.6
Burden W2	WXYZ
Ratio W2	350/600:1

Simultaneous Accuracy	0.6
Simultaneous Burden	WXYZ

Base Box Style	Low profile
Carrier accessory	No

Total sections	1
Color of Insulator	Grey
Type of Insulator	Porcelain
Creepage distance in	72 IN
Flashover distance in	28 IN
Max. term. pull-80 mph wind	1,259 LB

Dimensions as per drawing	GSVF07N0L
Net Weight	410 LB
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Crate Length	36 IN
Crate Width	24 IN
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Primary Terminal	AI NEMA 4 holes
Primary Connector	No
Ground Terminal	AI NEMA 2 holes Tin
Ground Connector	No
Secondary Terminal Type	Screw type integrated
Secondary Protection	No

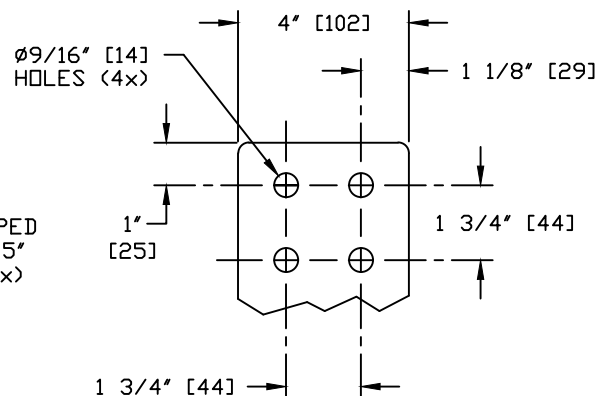
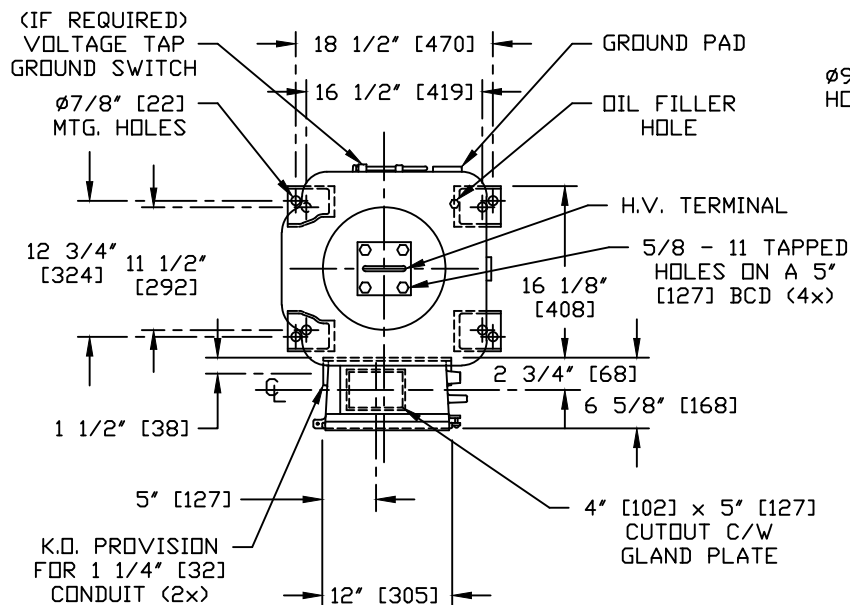
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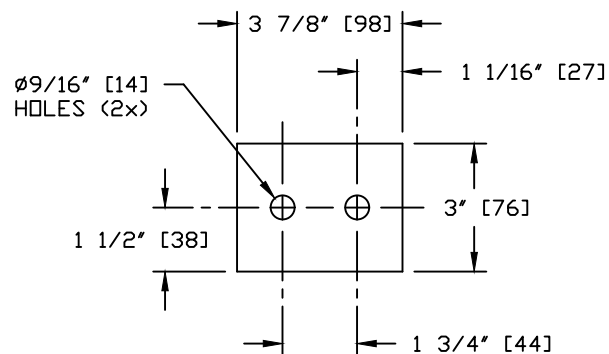
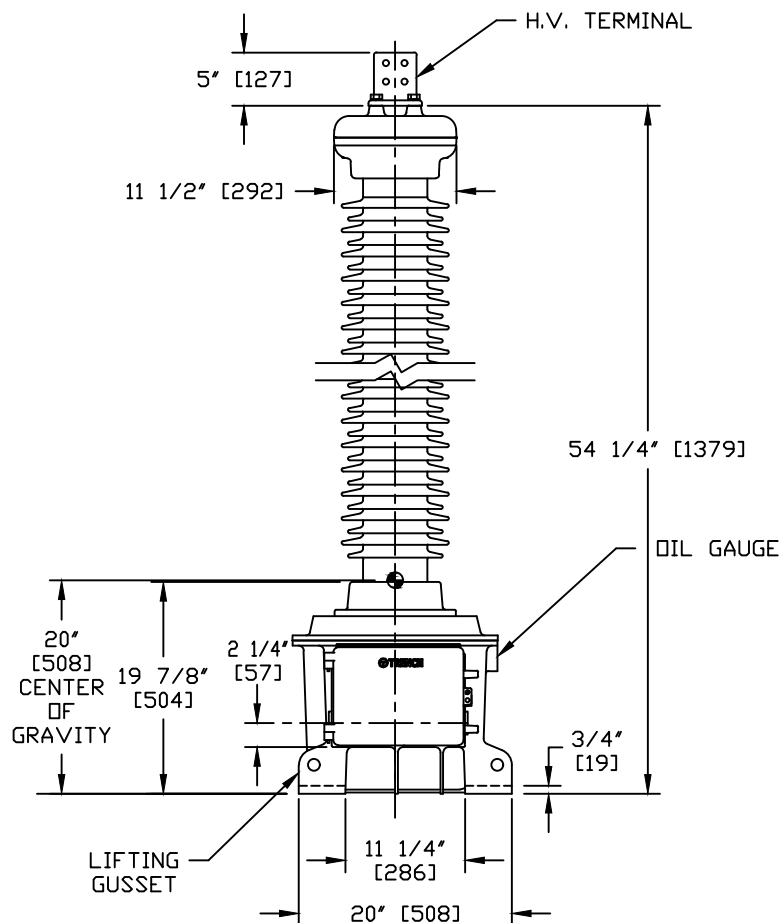
Additional Accessories

Heater	No
Additional Spark Gap	No
Oil Drain Valve	No
Harmonic Monitoring Device	No
Damping Pads	No
Bellow level indicator	No
Shock Indicator	No
Suspension Bracket	No
Low Voltage Box K.O.	1.25" K.O. Both side
Gland Plate K.O.	No



H.V. TERMINAL DETAIL

MATERIAL: 1/2" [13] THICK ALUMINUM



GROUND PAD DETAIL

MATERIAL: 1/2" [13] THICK ALUMINUM
TIN PLATED ALSTAN PROCESS

NOTES:

1. ALL DIMENSIONS ARE IN INCHES AND [MILLIMETERS]
2. INSULATOR COLOR: GREY ☐ BROWN ☐
3. BASE HOUSING CAST ALUMINUM
4. BIL: 350 kV
5. CREEPAGE DISTANCE: 71 5/8" [1820]
6. CAPACITANCE: 10000 pF
7. MAX. HORIZ. TERM. PULL: 1259 LBS 5.6 kN
@ 100 mph [160 km/h] WIND SPEED.
8. INSULATOR TYPE: FG72.5
9. TOTAL WEIGHT: 410 LBS 185 kg
10. OIL VOLUME : BASEBOX 6.6 GAL / 30 LTRS.
SECTION 1.06 GAL / 4.80 LTRS.

TOLERANCES UNLESS OTHERWISE SPECIFIED	REVISION		TRENCH LIMITED COPYRIGHT, ALL RIGHTS RESERVED				 TRENCH
	No.	DESCRIPTION					
0-12"[305]±1/32"[0.8] 12"[305]-24"[610]±1/16"[1.6] 24"[610]-36"[914]±3/32"[2.4] 36"[914]-48"[1219]±1/8"[3.2] 48"[1219] AND UP ±3/16"[4.8] WEIGHT±10% ANGULAR±2°			CAPACITOR VOLTAGE TRANSFORMER TYPE TEVF 72.5				W.O.
			DESG.	DRN.	APPD.	DATE	
						SCALE 1=18	
						DWG. GSVF07NOL	

Trench General Terms and Conditions of Sale and Supply

1. General

- 1.1 These General Terms and Conditions of Sale and Supply ("**Terms**") govern all sales of goods, equipment, documentation, software, work or services by Trench ("**Supplies**"). They shall apply to and be incorporated into all sale and supply agreements concluded with Trench and to all offers, quotations, deliveries provided by Trench.
- 1.2 Any terms and conditions of the customer ("**Customer**") in that conflict with or deviate from these Terms are expressly rejected, unless Trench agrees to them in written form.
- 1.3 Amendments and supplements must be made in writing.
- 1.4 These Terms also apply if Trench carries out the delivery or service to Customer without reservation despite being aware of Customer's deviating terms and conditions.

2. Conclusion of Contract

- 2.1 Offers and quotations by Trench shall be valid for the period specified in the offer/quotation, as applicable, or failing that, for a maximum period of 30 calendar days from the date of submission to Customer.
- 2.2 Customer orders ("**Order**") shall be made in writing or electronically. Orders only become binding on Trench after being confirmed by Trench in writing or electronically ("**Order Confirmation**").
- 2.3 Scope, quantity, quality, functionality, individual specifications, or special conditions are exclusively defined in the Order Confirmation shall apply in addition to these Terms and prevail in case of contradiction. The Order and Order Confirmation, together with these Terms and any other documents expressly identified in the Order Confirmation, shall constitute the entire agreement between Customer and Trench ("**Contract**").
- 2.4 Contracts are not cancellable. Any modification of a Contract requested by Customer requires a confirmation by Trench. Requests for modifications may result in an alteration of quoted prices, delivery deadlines, and compensation for already manufactured/assembled products and sourced materials. If the Customer and Trench mutually agree on a Contract cancellation, Trench may charge a reasonable remuneration covering its expenses and losses.

3. Supplies

- 3.1 Trench shall provide the Supplies in accordance with the agreed specification and the final definition of the Supplies according to the Contract.
- 3.2 Services are only owed by Trench if they are expressly agreed.

4. Obligations of Customer

- 4.1 Customer shall appoint a contact person for Trench.
- 4.2 Customer shall support Trench realising the Supplies as far as possible and reasonable. This includes providing Trench with any necessary and useful information, documents, data, manufacturing parts and components, and software for this purpose.
- 4.3 Customer shall apply for and obtain all necessary licenses, permits, and approvals required for the commissioning, accepting, and using the Supplies.

5. Right of Use

- 5.1 All intellectual and industrial property rights in the Supplies, in all documents provided by Trench in connection with the Contract (the “**Documents**”), and in all software, hardware, and know-how, and other things provided with or as part of the Supplies and the Documents remain the exclusive property of Trench and its Affiliates. “**Affiliate**” means any entity, including without limitation, any individual, corporation, company, partnership, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with a party. Customer shall not reverse engineer, decompile, or reproduce the Supplies or parts thereof and shall ensure that third parties will not reverse engineer, decompile, or reproduce the Supplies or parts thereof in each case to the extent mandatory law does not prohibit such limitation.
- 5.2 If not explicitly agreed otherwise, all intellectual property rights belong to Trench and its Affiliates for design and development activities performed in connection with a Contract,
- 5.3 Customer may use the Documents unmodified and to the extent necessary for operation and routine maintenance of the Supplies by its own personnel, unless explicitly agreed otherwise in writing by Trench.
- 5.4 The rights granted in this clause shall be transferable to a third party only together with the transfer of ownership of all the Supplies to that third party.

6. Prices and Terms of Payment

- 6.1 Unless agreed otherwise in writing, all prices shall be FCA (according to the Incoterms in force at the moment of the Order Confirmation), in the currency stated in the Order Confirmation without any deductions whatsoever, and exclude freight, insurance, and any other additional charges such as storage and inspections by third parties (“**Contract Price**”).
- 6.2 The Contract Price is a net price exclusive of any indirect taxes (such as property, license, sales, use, value added, or similar tax) and any duties, customs, or public charges related to the Contract. Accordingly, Customer agrees to pay or reimburse Trench for any taxes, customs, duties, or other public charges levied on Trench in relation to the Supplies.
- 6.3 All payments must be made without deduction within 30 calendar days after the invoice is issued. If payments are not received by the end of the payment term, Customer is automatically in default without further notice.
- 6.4 Without prejudice to any other rights it may have, Trench may charge interest at 9 percentage points above the European Central Bank’s current base lending rate on any overdue payments.
- 6.5 Each party must pay all sums that it owes to the other party under this Contract free and clear without any set-off, counterclaim, deduction, or withholding of any kind, save as agreed otherwise in writing or as may be required by law.
- 6.6 Trench standard documents in English are included in the price and will be forwarded at the time of shipment. If other documents or another format are requested, same would be at an additional price.
- 6.7 If applicable laws, rules, and regulations, engineering standards and codes of practice, and decisions or guidance issued by courts or public authorities are amended or added to after the Contract signature date, then Trench shall be entitled to an adjustment of the Contract, including, among others, an adjustment of the Contract Price to reflect any additional costs to be incurred by Trench, the time schedules and scope of Supplies, as necessary to compensate for any adverse effects or additional requirements deriving from such changes.

- 6.8 Trench shall comply only with those engineering standards and codes as listed in the technical specifications at the date of the Contract. In the event that, at any time, mandatory local codes or standards in the country where the Supplies are destined to be used stipulate more stringent or onerous requirements with regard to the Supplies, Customer is obliged to inform Trench accordingly and Customer shall (i) request a quotation from Trench specifying the effect of those more stringent requirements on the total Contract Price, on the agreed dates for delivery of the Supplies, the payment and any other provision under the Contract, and (ii) the Contract shall be adjusted based on Trench's quotation.

7. Delivery Times and Delay

- 7.1 Delivery shall be made FCA (according to the Incoterms in force at the moment of the Order Confirmation) from the place indicated in the Order Confirmation, unless expressly otherwise agreed.
- 7.2 Any agreed dates in respect of the Supplies or any part of them shall be extended by a reasonable period of time if and to the extent that Trench is delayed or impeded in the performance of its obligations by any third party or by the failure of Customer to perform its obligations. This includes without limitation the delivery of required documents (such as necessary permits and approvals), timely performance of any work to be undertaken by Customer or any third party appointed by Customer, and compliance with the payment terms.
- 7.3 If reasonable, Trench may deliver the Supplies in stages or instalments and shall be entitled to invoice for them on a corresponding basis.
- 7.4 If Trench does not meet the agreed final delivery date solely due to the fault of Trench, Customer shall be entitled to liquidated damages amounting to 0.5% of the price of the delayed part of the Supplies per each completed week of delay but shall not exceed 5% of the price of the delayed part of the Supplies.
- 7.5 Any other liability of Trench and any claims, rights, and remedies of Customer in case of delay except as expressly stipulated in this Clause 7 and in Clause 17.2 a) below shall be excluded to the extent permissible by law.
- 7.6 If Customer, Customer's contractors, or any other third party appointed by Customer causes a delay to the provision of the Supplies, Customer shall reimburse Trench all reasonable additional costs and expenses incurred due to such delay.

8. Transfer of Risk and Title

- 8.1 The risk of damage to or loss of any part of the Supplies shall pass to Customer upon delivery pursuant to the applicable Incoterms.
- 8.2 The Supplies shall be deemed delivered if and when Customer fails to take over the delivery without cause. In such case, the Supplies can be stored and insured at the Customer's risk and expenses and any payment shall become due. The same consequences shall apply on the scheduled delivery date if the dispatch is postponed for reasons attributable to Customer. In such an event, the risk shall pass to Customer when that the Suppliers are deemed delivered.
- 8.3 Title in any part of the Supplies shall remain with Trench until Trench has received full payment for that part of the Supplies.

9. Inspection and Defects

- 9.1 Customer must inspect the Supplies immediately upon receipt and notify Trench of any apparent defects without undue delay. If Customer fails to notify Trench, the Supplies shall be deemed approved, unless the defect was not recognisable during the inspection. If such a defect is discovered later, the notification must be sent immediately after discovery; otherwise, the Supplies are deemed also to have been approved in view of this defect. Defect means not in accordance with contractual specifications.
- 9.2 The above-mentioned notification shall include a full description of the alleged defects and deficiencies and information about the moment of discovery.
- 9.3 Any claim made by Customer with regard to the Supplies shall be extinguished, if:
 - a) Customer has failed to notify the defect of the Supplies to Trench in proper time mentioned in Clause 9.1;
 - b) the defects were caused by normal wear and tear, non-conformity resulting from excessive strain;
 - c) the defects were caused by non-conformity resulting from faulty or negligent handling; non-compliance with instructions or recommendations in operation or maintenance manuals and other documents;
 - d) the defects were caused by installation, erection, modification, commissioning, or pre-commissioning, in each case not carried out by Trench; or
 - e) the defects do not significantly impair the use of the respective Supplies.

10. Defects liability

- 10.1 The defects liability period for any part of the Supplies is 12 months and starts at the date of transfer of risk unless otherwise agreed.
- 10.2 For replaced or repaired parts of the Supplies, the defects liability period is 6 months from the date of replacement or repair if the original defects liability period for the Supplies expires earlier. In any event, the defects liability period shall end no later than 24 months from the beginning of the original defects liability period.
- 10.3 Trench shall, at its option, remedy a defect by repair, replacement, or re-performance. Trench shall be given a reasonable period of time and opportunity to remedy the defect. For this purpose, Customer shall grant Trench working access to the non-conforming Supplies, undertake any necessary disassembly and re-assembly, and provide access to operation and maintenance data, all at no charge to Trench. Upon Trench's request, Customer shall ensure that the title of the replaced parts/items passes to Trench.

Unless otherwise agreed in writing, Trench shall have no liability for the costs of packaging, dismantling, transportation (beyond the agreed INCOTERMS), re-assembly, and re-installation of any goods affected under this warranty. These costs shall be borne by Customer or reimbursed to Trench on presentation of its invoice.
- 10.4 If Trench carries out remedial work and it is ultimately not established that a defect was caused by circumstances for which Trench is responsible, Customer shall pay Trench for such remedial work, including error diagnosis.
- 10.5 Any other liability of Trench and any claims, rights and remedies of Customer shall be excluded except as expressly stipulated in this Clause 10 and – provided Trench failed at least three times in remedying the defect – in Clause 17.2 b). All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or law are, to the fullest extent permitted by applicable law, excluded from the Contract.

11. Force Majeure

- 11.1 If a Force Majeure Event occurs, the Affected Party will be deemed not to be in breach of its obligations under the Contract for so long as and to the extent necessary to overcome the effects of the Force Majeure Event.
- 11.2 A “**Force Majeure Event**” means any event which is beyond the reasonable control of a party or its subcontractors, which could not have been prevented by good industry practice and which results in a party, its Affiliates or any of its sub-contractors or sub-suppliers (the “**Affected Party**”) being unable to perform or being delayed in performing in whole or in part its obligations under this Contract. Force Majeure Events include, among others, acts of war, riot, civil commotion, terrorism, natural disasters, epidemics, pandemics and government-imposed lockdowns, strikes, disruption of global or regional supply chain, lock-outs, attacks on IT systems (such as virus attacks, hacker attacks), non-issuance of licences, permits or approvals, or any other act or failure to act by any public authority, or embargos or any other trade.
- 11.3 The Affected Party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and of its affected obligations.
- 11.4 If one or more Force Majeure Events and their effect lasts for 180 calendar days in aggregate, either party may terminate the Contract by giving the other a written notice of termination regarding the part of the Supplies not yet delivered. With regard to the part of the Supplies not delivered, Trench shall be entitled to reimbursement from Customer of its unavoidable costs related to such termination.

12. Intellectual Property Rights

- 12.1 If a third party asserts legitimate claims against Customer that the Supplies infringe an intellectual property right (“**IPR**”) owned by such third party, then subject to the following provisions of this Clause 12, Trench shall, at its option and expense, either
- a) obtain a right to use the relevant IPR in connection with the Supplies; or
 - b) modify the Supplies so as not to infringe on the relevant IPR; or
 - c) replace the infringing part of the Supplies.

If Trench believes none of the foregoing is reasonably possible, Trench may take back the relevant part of the Supplies and reimburse the price for such part.

- 12.2 Trench's obligations in Clause 12.1 are subject to the following conditions:

- a) Customer has immediately notified Trench in writing of the third party's claim and furnished Trench with a copy of each communication, notice or other action relating to the alleged infringement,
- b) Customer does not acknowledge an infringement and provides Trench with the authority, information, and assistance reasonably required by Trench to defend or settle such claim, and
- c) Trench is given sole control of the defence (including the right to select counsel), and the sole right to settle such claim.

If Customer ceases to use the Supplies or any relevant portion thereof, it shall notify the third party in writing that its cessation of use is not an admission of IPR infringement.

- 12.3 Any Customer claims shall be excluded if Customer (including its agents, employees, or contractors) is responsible for the IPR infringement. Customer shall be deemed responsible for the claimed IPR infringement if, without limitation, it was caused by (i) specific demands of Customer, (ii) use of the Supplies for a purpose or in a manner not foreseeable by Trench, (iii) a modification of the Supplies by Customer, or (iv) use of the Supplies in connection with other equipment.
- 12.4 This Clause 12 sets forth Trench's entire liability for infringement of third party IPRs. Any other claims, rights, and remedies of Customer shall be excluded.

13. Liability

- 13.1 The liability of Trench in contract, tort or otherwise shall be limited to fulfilling the contractual obligations. The liability of Trench shall be limited in every case to compensation for direct damages. Any other liability, including, but not limited to, indirect and consequential damages, loss of profit, loss of revenues, loss of data, loss of use, claims arising from Customer's contracts with third parties, loss of hydrocarbons, and loss of power, cost of purchased or replacement power, is hereby expressly excluded to the extent permissible by law.
- 13.2 Customer shall have no rights or claims, regardless of their basis (including, but not limited to, damages, reduction of price, termination or withdrawal from the contract), except for those mentioned explicitly in these Terms, except for bodily injuries and damages caused intentionally or grossly negligently by Trench.
- 13.3 Trench's total liability shall not exceed 20% of the Contract Price per event and shall, under any circumstances, be limited in aggregate to 100% of the Contract Price.
- 13.4 Any limitations of liability shall also apply for the benefit of Trench's Affiliates, subcontractors, employees, agents or any other person acting for Trench.

14. Assignment

- 14.1 Customer may not assign the Contract or any part thereof without Trench's prior written approval.
- 14.2 Trench may transfer, assign, or novate the Contract or any part of it to an Affiliate.
- 14.3 Trench shall further be entitled to assign the whole Contract or a part of it to any third party, in the event of a sale or other transfer of the business or a part of the business of Trench to a third party.

15. Confidentiality

- 15.1 The parties shall use any documents, know-how, data, or other information provided by the other party ("**Confidential Information**") exclusively for the purpose of the Contract and keep the same confidential. The parties may disclose Information to employees of the receiving party and to third parties who reasonably need to know such Confidential Information for the purpose of the Contract provided such employees and third parties are bound by equivalent confidentiality obligations. The party disclosing Confidential Information shall be held liable for a breach of such obligations by its employees or a third party.
- 15.2 This confidentiality obligation shall not apply to Confidential Information which:
 - a) is or becomes part of the public domain other than by fault of the receiving party;
 - b) is disclosed to the receiving party in good faith by a third party who is entitled to make such disclosure;
 - c) is developed independently by the receiving party without reliance on Confidential Information;
 - d) was known to the receiving party prior to its disclosure by the other party; or
 - e) is required to be disclosed by law (subject to the receiving party's obligation to notify the disclosing party in a timely manner of such requirement).
- 15.3 This confidentiality obligation shall survive the expiration or termination of the Contract for 5 years.

16. Suspension

- 16.1 Trench may suspend the performance of its obligations under the Contract, if (i) Customer is in delay with any payment, (ii) Customer fails to perform those of its obligations necessary for Trench to complete or deliver the Supplies, or (iii) Customer otherwise materially breaches the Contract.
- 16.2 If Trench suspends the Contract, Customer shall immediately be liable to pay Trench for all parts of the Supplies already provided and reimburse Trench for all reasonable additional costs and expenses incurred as a result of such suspension. Any contractual dates shall be extended for a reasonable period to overcome the effects of the suspension.

17. Termination

- 17.1 Either party may terminate the Contract with immediate effect by written notice, if the other party becomes bankrupt or insolvent, has a receiving order made against it or compounds with its creditors, carries on business under a receiver, trustee, or manager for the benefit of its creditors, or goes into liquidation.
- 17.2 Save as provided under Clause 11.4 and Clause 17.1, Customer may terminate the Contract only in the circumstances set out below and in each case upon 14 calendar days written notice to Trench:
- a) in the event of delay, if the maximum liquidated damages under Clause 7.4 are payable, a reasonable additional period of time for delivery has been granted to Trench and has expired; or
 - b) in the event Trench has materially breached the Contract and has not remedied the breach within a reasonable period after receiving written notification of the breach from Customer.
- 17.3 Any termination by Customer shall not affect those parts of the Supplies already delivered or performed in accordance with the Contract prior to the termination. In the event of termination in accordance with Clause 17.2, Customer shall remain liable to pay Trench for all parts of the Supplies already delivered prior to termination.
- 17.4 Notwithstanding any other rights it may have under this Contract, Trench may terminate the Contract:
- a) if Customer comes under the direct or indirect control of any competitor of Trench, or
 - b) if Customer materially breached the Contract and has not remedied the breach within a reasonable period after notification by Trench or is delayed in making any payment for more than 60 calendar days; or
 - c) if the Contract has been suspended for more than 60 calendar days.
- 17.5 In the event of termination by Trench, Trench shall be entitled to recover from Customer (i) the Contract Price less any saved or avoided expenditure and (ii) any additional cost and expenses incurred by Trench due to such termination.

18. Governing Law and Dispute Resolution

- 18.1 The Contract and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with the substantive laws at the registered office of the Trench entity issuing the Order Confirmation, excluding any conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

18.2 All disputes arising out of or in connection with the Contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC"). If the value of the total matter in dispute, including the value of any counterclaims, is € 1 million or above, the expedited procedure provisions of the Rules shall not apply, and the arbitral tribunal shall consist of three arbitrators, otherwise one arbitrator. If the tribunal consists of three arbitrators, each party shall nominate one arbitrator for confirmation by the ICC. Both arbitrators shall agree on the third arbitrator, within 30 calendar days after their appointment. Should the two arbitrators fail to reach agreement on the third arbitrator within the thirty-day period, the ICC shall select and appoint the third arbitrator. The language to be used in the arbitration proceeding shall be English. Any order for the production or disclosure of documents shall be limited to the documents on which each party specifically relies in its submission(s).

18.3 The seat of arbitration shall be as follows:

Registered address of Trench entity in country	Seat of arbitration
Austria	Linz, Austria
Brazil	Sao Paulo, Brazil
Bulgaria	Sofia, Bulgaria
Canada	Toronto, Canada
China	Singapore, Singapore
France	Paris, France
Germany	Berlin, Germany
Italy	Milan, Italy
USA	Toronto, Canada

19. Export Regulations

19.1 Customer shall comply with all applicable national and international (re-) export control, customs, sanctions, and embargo regulations and in any event with those of the European Union, the United Kingdom, and the United States of America.

19.2 Customer shall not sell, export, or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Supplies provided by Trench under or in connection with the Contract that fall under the scope of any sanction law and ordinance imposing measures in connection with the situation in Ukraine, in particular, without being conclusive, those laws, ordinances, and measures issued by the competent authorities of the EU countries, of the UK and of Germany. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain.

19.3 If required to conduct export control, customs, sanctions and embargo regulations checks, Customer, upon request by Trench, shall promptly provide Trench with all information pertaining to a particular end customer, destination and intended use of the Supplies provided by Trench, as well as any existing export control, customs, sanctions, and embargo restrictions.

19.4 Trench shall be entitled to terminate the Contract by written notice in the event of a breach by Customer of Customer's obligations pursuant to Clause 19. Customer shall indemnify and hold harmless Trench from and against any claim, proceeding, action, fine, loss, cost, and damages arising out of or relating to any non-compliance of Customer's obligations pursuant to Clause 19, and Customer shall compensate Trench for all losses and expenses resulting therefrom.

PROCUREMENT SOURCE JUSTIFICATION

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

A sole source is defined as: Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement	
An emergency purchase is defined as: A purchase necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures.	
All purchases shall follow the City of Independence Procurement Policy.	
I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE.	
Proposed supplier name and address: Trench Limited 1865 Clements Road Ontario Canada L1W 3R8	Munis Vendor ID # 61350 Or attach Supplier's W-9 Form
Purchase Requisition #: 20261928	Estimated cost: \$ 128,928.00
If this is a sole source purchase, check all that apply: ☐ Licensed or patented – supplier has a license or patent that makes them the Limited provider. ☐ One-of-a-kind – there are no competitive alternatives available on the market. ☐ Limited Distributor – Supplier is the Limited distributor for the region or municipality ☒ Compatibility – must match existing brand or equipment for compatibility. ☐ Warranty/Replacement part – for a specific brand or factory authorized warranty services. ☐ Grant – Requirements for specific goods/services established in the grant language. Attach grant for support. ☒ Unique design – must meet physical design or quality standards. ☒ Public Utility Services – Necessary adjustment of utility facilities. ☐ Other – <u>See attached justification letter</u>	
If this is an emergency purchase, check all that apply and give a brief description of the situation: ☐ Response to a threat to health, welfare or public safety ☐ Protection of preservation of public property ☐ Major project's timeline does not allow for normal procedures in order to be completed Description – _____ _____ _____	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for this expenditure is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for procurement is accurate and complete to the best of my knowledge and belief.	
Department Head Authorization	
Name: Joe Hegendeffer	Department: Power & Light
Signature: App attached	Title: Director of Power & Light
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:

Sole Source Justification

This Sole Source Justification is for an order of 12 Trench Limited 69kv Capacitor Voltage Transformers to replace the units currently installed at Sub M. The Sub M Bus Height of 54 ¼” was designed around the Trench Limited CCVT specification. The existing Trench Limited CCVT’s were installed in 1985 and have come to the end of their life span. Currently 9 of the 12 in service have a compromised Y Winding that is affecting Automatic Reclosing on 3 69kv Tie Line Circuit Breakers. We have requested expedited shipping and received a quote of \$128,928.00 with 38-40 Week Lead Time.

Thanks,



Lee Donner

IPL Substation Superintendent

21500 E Truman Rd

Independence, Mo. 64056

O- (816) 325-7551

C- (816) 260-1380

Briana Jarvis

From: Joseph Hegendeffner
Sent: Monday, September 22, 2025 9:08 AM
To: Lee Donner
Cc: Khristina Irvine; Briana Jarvis; Daniel Benedict; Ricky de Aragon
Subject: RE: Trench Limited CCVT's PO and Sole Source

I approve. Thanks



Joe Hegendeffner

Director

O - 816.325.7494
C - 816.267.3587
jhegendeffner@indepmpo.org

21500 E Truman Rd.
Independence MO 64056

From: Lee Donner <LDonner@indepmpo.org>
Sent: Monday, September 22, 2025 9:03 AM
To: Joseph Hegendeffner <jhegendeffner@indepmpo.org>
Cc: Khristina Irvine <kirvine@indepmpo.org>; Briana Jarvis <BJarvis@indepmpo.org>; Daniel Benedict <dbenedict@indepmpo.org>; Ricky de Aragon <rdearagon@indepmpo.org>
Subject: Trench Limited CCVT's PO and Sole Source

Joe,
Please find attached for your review and approval Trench Purchase Order, Trench Sole Source Form, Trench Sole Source Justification Letter and Quote provided by Trench Limited for the purchase of 12 69kv CCVT's for Sub M.

Thanks,



Lee Donner
IPL Substation Superintendent
21500 E Truman Rd
Independence, Mo. 64056
O- (816) 325-7551
C- (816) 260-1380

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the Municipal Services Department to expend \$265,000 with ESI Contracting Corp. for rock, and to approve change orders of up to ten percent (10%) of the authorized amount, in Fiscal Year 2025–2026. **Approved**

Recommendations:

Council approval is recommended.

Background:

Rock is required for multiple uses, including trail repairs, facility access roads, and excavation backfill. The City cannot use material excavated during day-to-day operations due to its low quality, saturation, and current City Code requirements.

Staff issued an Invitation to Bid (ITB #25061) for pricing agreements for 3/4" Clean and AB3 rock, with three (3) annual renewal options. Two (2) bids were received: ESI Contracting Corp. and Liberty Aggregates. ESI Contracting Corp. was determined to be the lowest and most responsive bidder, and its bid is recommended for approval for the first year of the agreement.

The requested approval amount is based on the estimated usage of this material over the course of a year in each division of the Municipal Services Department.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$265,000. Funding for these purchases is included in the Fiscal Year 2025–2026 budget on page 163, from the following accounts:

- **0305215-5312** – Sanitary Sewer Treatment Facilities
- **0404815-5312** – Water Plant Operating Expenses
- **0404840-5312** – Water Fund Operating Expenses
- **0305230-5314** – Sanitary Sewer Fund Operating Expenses

- **0135262-5312** – Stormwater Maintenance Operating Expenses
- **0025111-5312** – Street Maintenance Operating Expenses

Council Action:

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

REVIEWERS

Richard Kemple
Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Official Bid Tab - ITB #25061 - Clean and AB3 Rock

Invitation to Bid No.: 25061 - Bid Tabulation Results**Project Title: 3/4" Clean and AB3 Rock****Date: 11/5/2025**

Item Code	Item Name	Qty	Unit	ESI CONTRACTING CORP		LIBERTY AGGREGATES LLC	
				Unit Price	Total Price	Unit Price	Total Price
Year 1. Item 1	3/4" clean rock Estimated qty. 5,750 tons. Delivered price per ton	5750	per ton	\$ 26.50	\$ 152,375.00	\$ 27.85	\$ 160,137.50
Year 1. Item 2	AB3 delivered price per ton	550	per ton	\$ 22.50	\$ 12,375.00	\$ 24.35	\$ 13,392.50
Year 2. Item 1	3/4" clean rock Estimated qty. 5,750 tons. Delivered price per ton	5750	per ton	\$ 28.50	\$ 163,875.00	\$ -	\$ -
Year 2. Item 2	AB3 delivered price per ton	500	per ton	\$ 23.50	\$ 11,750.00	\$ -	\$ -
Year 3. Item 1	3/4" clean rock Estimated qty. 5,750 tons. Delivered price per ton	5750	per ton	\$ 29.50	\$ 169,625.00	\$ -	\$ -
Year 3. Item 2	AB3 delivered price per ton	500	per ton	\$ 24.50	\$ 12,250.00	\$ -	\$ -
Item 7	Minimum Delivery load (set at "1" but type in minimum tonnage required for a load)	1	ton	25.00	25.00	-	-
Item 8	Minimum Response Time (set at "1" but type in minimum tonnage required for a load)	1	Hours	2.50	2.50	-	-

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to enter a one-year contract, with four one-year renewal terms with CBiz Benefits & Insurance Services, Inc for Benefits Consulting Services. **Item passes 6-0**

Recommendations:

Staff and the Staywell Committee recommended approval.

Background:

The City is seeking a consultant that is well versed in the benefits market, has experience in advising public agencies comparable to the City of Independence, and works well with various levels of staff and management. The City is particularly interested in a proactive consultant who can offer creative, innovative approaches, with a proven track record that allows the City to maintain quality programs and contain or reduce costs.

The Procurement Division issued a Request for Proposals (RFP) on August 5, 2025, for Benefit Consulting Services. Six responsive proposals were received. Based upon the evaluation criteria of Scope of Services, Approach, Qualifications, Proposed Cost of Services, Responsiveness to requested proposal format, References, Presentation and Acceptance of Contingency Fee Prohibition, CBiz is recommended for a contract with the City for Benefits Consulting Services.

CBiz's overall response indicated several suggestions about how they plan to continue to improve the City's wellness strategy, contain our pharmacy costs, and be proactive in managing the health insurance. CBiz proposed a cost of \$130,000 annually with a 3% increase in years 3–5. They also have excellent prior and current experience working with the City the last 5 years.

Emergency Justification:**Fiscal Impact:**

The fiscal impact is \$130,000. The amount is budgeted in the Staywell Fund 091-5226, page 266, and Enterprise Resource Planning Fund 0954230-5226 page 151.

Council Action:

**Department /
Contact**

Human Resources /

REVIEWERS

Carissa Smith
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. FINAL_CBIZ_Response_to_the_City_of_Independence__MO
2. FORMS_-_2025_Benefits_Consulting_Services_Second_Round_RFP_-_SIGNED
3. 2024 06 04 - CBIZ Benefits & Insurance Services, Inc. - Secretary Certificate re EVP & VP
Signature Auth-Nancy & Debra-2



8/20/2025

Proposal for Employee Benefits Consulting Services

Prepared for

City of Independence, MO

CAITLIN WATERS | BUSINESS UNIT PRESIDENT | 816.945.5559 | CAITLIN.WATERS@CBIZ.COM | KANSAS CITY, MO 64112

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A. Cover Letter

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

To Zach, Mike, Bethany, Carissa and the entire City of Independence team,

We are beyond grateful for our partnership with the City of Independence the last five years. Together, we have made a real impact on the City's benefits plan. We are proud of the measurable outcomes and quantifiable activities, such as:

- The multi-year strategy that resulting in the Stay Well plan from running at a funding deficit greater than \$2,000,000 in 2021 to a *surplus* of greater than \$1,000,000 in 2024.
- Implementing creative and cost-saving plan design options, like the new Base medical plan, which allow employees a \$0-cost plan while still saving the City money overall.
- The employee communication and engagement support that we've provided to the City, complete with communication materials and onsite meetings.
- The ongoing wellbeing support we provide to the City every day so employees and their families can show up as their whole person.
- Recent ancillary marketing efforts for the City in 2025, where we were able to secure additional savings for the City.
- And lastly, but importantly, we are proud of the collaborative partnership we've built with the City administration and the Stay Well committee.

Yet, we are not satisfied. We recognize there is still so much more we can do together. We continue to explore new cost containment strategies, as well as value-enhanced options for City employees. We understand the City's unique culture, as well as ever-changing insurance industry landscape. And that is why we believe we are still the right partner for the City of Independence moving forward.

Throughout this RFP, our hope is to outline and remind the City of our capabilities that you've seen throughout the past five years of working together. We continue to stand ready and willing to assist the City in solving your most critical business concerns, providing industry-leading solutions to mitigate risk and reduce costs while enhancing employee communication, engagement, retention and more. We maintain the City's competitive advantage by continuing to deliver on the scope of services requested in this RFP, such as:

- Performing assessments of cost, compliance, and administration to identify opportunities and mitigate risks
- Leveraging data analytics to accurately project costs and facilitate budgetary forecasting
- Employing dynamic communication methods to enhance the employee experience
- Crafting customized multi-year strategies that align with your specific objectives
- Optimizing your benefits budget by minimizing uncertainty and maximizing value
- Collaborating with the City administration and Stay Well committee to execute a multi-year strategic plan

Again, thank you for the opportunity to potentially extend our partnership. We are honored to partner with a City that values its employees as much as its residents—and takes a proactive, strategic approach to serving both. Independence is known for its history of strong leadership and forward thinking, and we are committed to bringing that same spirit to every recommendation, negotiation, and solution we provide. We look forward to continuing to help the City protect its budget, enhance employee wellbeing, and ensure that Independence remains not just a great place to work, but a great place to live.

Best Regards,

Caitlin Waters | Business Unit President

B. Executive Summary

Building A Future Together

It's been an honor to work with the City of Independence the last five years. While we've had tremendous success with managing the City's benefits strategy, we aren't satisfied. We continuously work to enhance the value, effectiveness, and/or reduce the cost of the City's benefits plans.

Celebrating Past Key Accomplishments

Throughout the last five years, we are proud to partner with the City of Independence on the following successes:

2024:

- Successfully marketed Medical (active/pre-65 and post-65), Rx, Dental, Vision, HSA, and FSA plans for the first time since the City signed the 5-year contract with Cigna in 2020. Presented all lines over 3 meetings with Stay Well subcommittee plus presentation to City Council for approval of final decisions.
- Medical/Rx remained bundled with Cigna at no change in admin fee plus multi-year fee guarantee, increase in wellbeing credits, and annual fee holidays through 2027.
- Implemented Dental and FSA with MetLife and a projected cost savings of ~ \$100,000.
- Implemented Vision with EyeMed and a projected cost savings of ~ \$150,000.
- Developed and maintained Benefits Guides and Online Resource Center for Active benefits, Pre-65 Retirees, and Post-65 Retirees.
- Continued participation in Ad-Hoc subcommittee.
- Achieved the first year of plan expenses below funding level for the first time in City/CBIZ partnership.

2023:

- Realized success of years of plan design and program enhancement strategy through improved claims performance versus funding.
- Implemented Benefits Direct communication and enrollment support program with call center, Benefits Fair participation and 1-on-1 counseling sessions.
- Utilized FlippingBook technology to effectively deliver employee communications and gather valuable engagement for Actives, Pre-65 and Post-65 retirees
- Renegotiated Cigna Pharmacy contract resulting in projected improvement of \$550,000 in claims and rebates.

2022:

- Participated in numerous scheduled and impromptu Stay Well committee meetings, City Council meetings, and Ad-hoc committee meetings through renewal process.
- Provided numerous cost containment scenarios, plan design options, and contribution strategy combinations to Stay Well committee prior to involvement of Council-mandated Ad-hoc committee.
- Saved over \$1M in total premium through marketing and placement efforts for Stop Loss, Pharmacy, and Ancillary benefits.

- Addition of Base Medical plan with \$0 contribution employee-only coverage.
- Initiated dependent verification audit; completed Medical Claims audit showing near-perfect accuracy in Cigna claims payment.
- Rx rebate summary for 2022 Plan Year: \$1.1M earned, but \$1.3M paid due to CBIZ-negotiated rebate guarantees.
- Conducted second employee wellbeing and engagement survey.
- Added onsite EAP counselors for COI employees and families.
- Added spousal participation and tobacco cessation to the MotivateMe Wellbeing Program.
- Increased engagement for MotivateMe and rewards cashed out by 9%.
- Vetted resources, counselors, and programs to enhance mental health offerings for first responders – still in process.

2021:

- Moved Cigna Vision ASO contract to Voluntary Fully Insured
- Created several Open Enrollment and ongoing communication pieces custom to the City of Independence
- Completed market check / marketing of ancillary line coverage [Dental, Vision, Life, Disability, Voluntary Benefits] showing potential for annual savings for both the City and Employees
- Leveraged all mental health resources available
- Performed market check for Rx program; negotiated contract improvements with a projected \$657,000 in claims savings with no change to benefits
- Conducted employee wellbeing and engagement survey
- Included spouses in MotivateMe incentive program
- Expanded role of Wellbeing Coordinator to focus on whole person wellbeing
- 4% increase in preventive care utilization





Setting the Stage For The Future:

- ***Evaluating and Marketing Life/Disability/Voluntary Benefits:*** We recently completed an RFP process of marketing all lines of coverage to find pricing and administrative efficiencies for the City and its employees, where we were able to find savings for the City (~\$20,000 annually) as well as cover the cost of any needed EDI file fee.
- ***Enhance Employee Engagement:*** While City of Independence currently uses BenefitsDirect, there has been conversation about how we can enhance the value of our employee education and engagement strategy. We will work to find solutions that support the City's HR team with Open Enrollment as well as New Hire Orientations, whether that is onsite support or inbound/outbound call strategies. Additionally we are evaluating added communications strategies, such as a texting platform and better promoting the telemedicine program.
- ***Continued Support For Retirees / Post-65 Plans:*** In partnership with the City, we are outlining specific strategies to help further educate employees' who are Medicare eligible or soon to be eligible. Additionally, CBIZ has remained and will continue to support the City's retiree plan.
- ***Cost Containment Within Medical Plan:*** Due to the City remaining with Cigna following a medical plan RFP last year, the CBIZ team is committed to continue to identify and execute cost-containment strategies for its medical plan. This includes plan design options, exploring and marketing carve-out pharmacy benefit managers, and additional wellbeing, whole health programs.

CBIZ is dedicated to delivering exceptional value through proactive service and personalized solutions. We look forward to the opportunity to exceed your expectations.

Sincerely,

Caitlin, Eric, Jonathan, Ayana, Lacey, Trisa, Selena and the rest of the CBIZ team

We Do The Right Thing. Our People Matter. We Are OneCBIZ.

C. Description of Work Program and Scope of Services

a. Analysis and Reporting

1. Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans.

CBIZ's dedicated Account Service team (including Jonathan and Ayana) lead the charge when evaluating cost-containment strategies. There are several areas in which this comes to play.

Strategic Planning

Even though we've worked with the City for the past 5 years, CBIZ takes a fresh approach to your renewal each year, during our Annual Planning and Review process, where we work with the City and the StayWell Committee to review key accomplishments related to our defined goals and identify any areas where we may need to refocus our efforts.

To aid this discussion, our team provides detailed information on key health care trends in our annual benchmark report. This comprehensive resource contains valuable data related to health plan usage, medical and Rx cost-containment strategies, trending benefits and more.

In addition to our annual report, our clients regularly have access to industry benchmarking reports offering insight into your competitors in the marketplace. Through various filters, we can deliver the information that is most pertinent to your organization regarding plan design, enrollment, funding mechanisms, employer-employee costs and more.

While this raw data is easily accessible across the benefits brokerage industry, it is our expert analysis of this data and subsequent tactical implementation of data-driven initiatives that is second to none.

Health Innovations Practice

In addition, our service works with our Health Innovations Practice to take it a step further to evaluate best-in-class and next-in-class strategies. The City's dedicated Account Executive (Jonathan) is an integral part of the national Health Innovations Practice. The CBIZ Health Innovations Practice leverages the combined power of multidisciplinary expertise and robust data analytics to help large employers gain control of health plan costs, make informed decisions and avoid wasteful spending.

This practice combines:

- Pharmacy Consulting: Access strategic pharmacy consulting services intended to help you cut costs, enhance plan design and more.
- Clinical Consulting: Our clinical consulting team offers informed guidance at every step of the onsite and near-site clinic implementation process.
- Wellbeing Solutions: Create a thriving workplace culture with holistic wellbeing and engagement strategies aligned with your organization's values and priorities.



- Actuarial Services: Through the application of financial and mathematical models, our actuarial experts can help you optimize risk alternatives and identify key cost drivers.

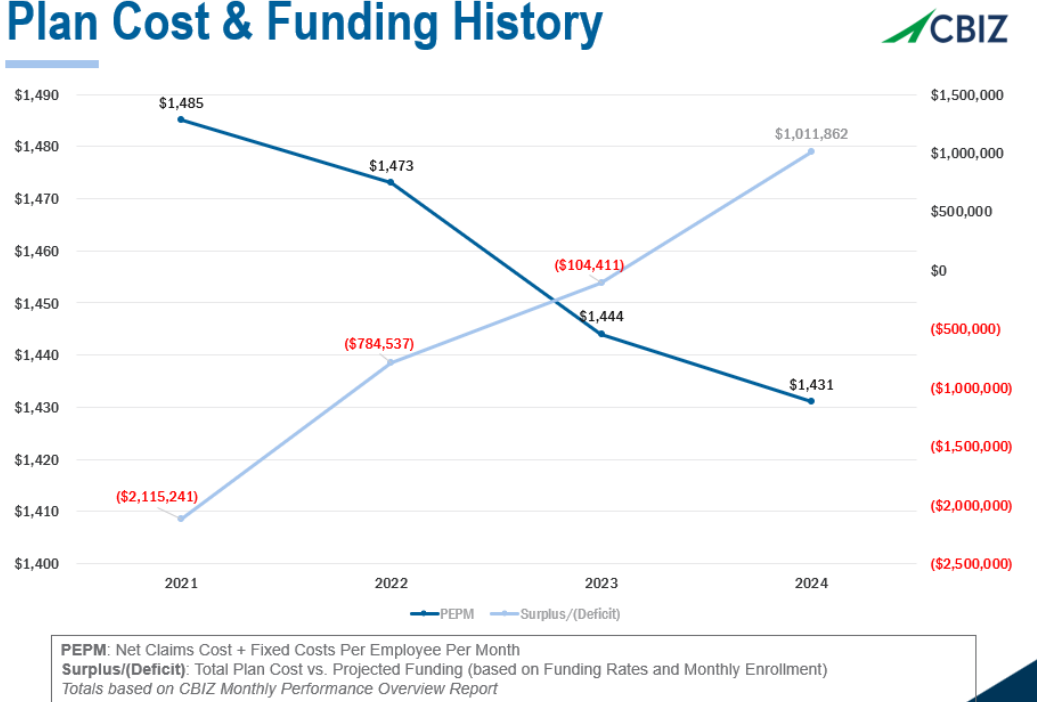
In-house Actuarial Support

Going above and beyond sharing basic carrier reports, our in-house Actuarial Services team creates customized financial and actuarial reports for the City of Independence. These reports offer a comprehensive view of the City's health care spend and help you identify specific cost drivers, guiding you towards an effective cost-containment strategy. Our capabilities include analyzing current plans against the marketplace, projecting financials and claims, and budgeting for yearly health care costs.

Our Actuarial Services Practice, led by Dave Rubadue, FSA, MAAA, CLU, can assist with statistical and financial analysis, strategy and growth, compliance and pricing and product development. This includes the use of benefits cost-containment strategies, compliance analyses, and a range of benefits administration techniques to provide the most comprehensive tools needed to control benefits costs and maximize your employees' wellbeing.

2. Assist in the development of long-range goals and strategies, including making projections of potential savings.

Plan Cost & Funding History



In the 5 years of the CBIZ-City of Independence partnership, CBIZ has demonstrated the capability to develop and execute a multi-year strategy to bring the Stay Well plan from running at a funding deficit greater than \$2,000,000 in 2021 to a surplus of greater than \$1,000,000 in 2024. This strategy saw the addition of two new plan offerings, the Local Plus plan that focused on the hospital network that was preferred by City employees and their families, and the Base plan, offering a \$0 cost Employee Only tier, chosen by over 10% of total plan enrollees. Additionally, these changes and the corresponding enrollment migration helped reduced the overall plan cost by 3.6% on a Per Employee Per Month basis for the same time period.

If we are selected to move forward with our partnership with the City, CBIZ will continue to develop and execute a multi-year strategic plan. In collaboration with the City's and Stay Well's direction, this is completed during our Annual Planning and Review meeting, typically held in April.

3. Assist the City in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.

CBIZ will continue to serve as an independent advisor to the City, providing ongoing, objective, and unbiased professional advice tailored to your best interests. We are committed to transparency in all aspects of our work, ensuring that every recommendation and piece of guidance is driven solely by what will most benefit the City and its employees.

At CBIZ, staying ahead of industry trends isn't an add-on—it's embedded in how we serve our clients. We know that for a forward-thinking organization like the City of Independence, timely insight into emerging issues isn't just helpful, it's essential to making smart, proactive decisions that protect your people and your business.

Our national thought leadership team is constantly monitoring legislative activity, regulatory developments, and market innovations—from federal mandates like transparency and mental health parity enforcement to state-level paid leave changes and evolving pharmacy benefit models. We digest and distill these issues quickly and translate them into actionable guidance tailored to your specific needs.

But we go beyond compliance updates. Our consultants bring insight into broader benefit and workforce trends—such as the impact of GLP-1s on medical and pharmacy spend, the shift toward value-based insurance design, new strategies for mental health and family support, and innovations in total rewards communication. Through personalized briefings, strategy meetings, and ongoing check-ins, we make sure the City is not only informed but prepared to take advantage of what's coming next.

Most importantly, we don't just report on trends, we apply them through the lens of your goals. That means helping the City of Independence:

- Assess the potential impact of emerging policies and mandates
- Identify innovative benefit solutions aligned with your culture and budget
- Anticipate future cost pressures and adapt proactively
- Strengthen your employee value proposition in a competitive hiring market





4. Provide, maintain and update comparison reports of other public and private companies' benefit plan offerings and costs to determine their competitiveness with the City's programs.

CBIZ recognizes the importance of ensuring that the City of Independence's benefit programs remain competitive in both public and private sectors. To support this, we provide, maintain, and regularly update detailed comparison reports that benchmark the City's offerings against those of other public agencies and private employers. Our reports analyze plan designs, cost structures, and contribution strategies to identify how your benefits stack up locally and nationally.

With our extensive experience serving public entities in the Kansas City region and across the country, CBIZ is uniquely positioned to deliver relevant and timely benchmarking information. These comparison reports are essential tools for evaluating the competitiveness of the City's benefits package, making informed recommendations for plan adjustments, and ensuring your offerings help retain and attract top talent. We also use this data to tailor communications and education strategies that highlight the value of your benefits to current and prospective employees.

While this raw data is easily accessible across the benefits brokerage industry, it is our expert analysis of this data and subsequent tactical implementation of data-driven initiatives that is second to none. Your dedicated service and consulting team works with a variety of clients in both the public and private sectors, giving them unique insight into trends and strategies that are applicable to all types of groups.

5. Provide financial and/or performance reviews of self-funded or fully insured plans and programs.

In addition to our Annual Planning & Review meeting where we provide an overview of all plan performances, CBIZ provides periodic (monthly, quarterly, semi-annual) and year-end historical comparisons and financial/utilization reports and analysis for all lines of coverage. These reports are independently created and validated by our actuarial team. Specific to plan funding and stop loss our actuarial team completes an independent funding projection which is then compared to actual results on a monthly basis. Each renewal our actuaries also run a stop loss analysis called a Monte Carlo analysis to assist the City in determining what specific stop loss level is optimal considering claims and premium. CBIZ will also accommodate special reports as needed or requested.



6. Meet regularly with the City's Human Resources team.

We understand great customer service is critical to a successful partnership. CBIZ is committed to being a responsive and dependable partner, acting as an extension of the City's HR team to ensure your staff receives timely and thorough support. In addition to participation in the monthly onsite Stay Well meetings, CBIZ and City HR have bi-weekly status calls to review open and ongoing issues, including your dedicated service team and the members of your dedicated Wellbeing team.

CBIZ will continue to attend all live/virtual meetings and calls called by the City or Council members. In conjunction with the City's needs, the CBIZ team defines the frequency of client interaction in the early stages of partnership. We know understanding key stakeholders' motivation and direction provides great insight into how we work together.



Supporting Your Programs Year-Round

Common meetings currently include, but are not limited to:

- Strategy development sessions
- Monthly client service meetings
- Claims scorecard tracking
- Pre-renewal objectives
- Renewal presentation
- Vendor presentations
- Open enrollment sessions and education
- Engagement planning meetings
- Benefits committee meetings
- Wellness topics
- Financial reporting
- Implementation management and check-ins
- Annual Planning & Review meeting

7. Prepare and make presentations at meetings of the City's Executive Leadership Team and the City Council.

Your CBIZ team will continue to prepare and present at meetings for the City's Executive Leadership Team and the City Council. Given our vast experience with public entities, this is a service that we provide for many of our other clients.

It is our goal to work with the Finance and HR team to put together a meaningful report for these key stakeholders so we can report updates on a periodic basis. Our team will continue to develop the presentations for your review and feedback and we will be available to join any leadership meetings to present and answer any questions. With our extensive experience in the public sector, we understand the importance of these meetings and the skill needed to do so successfully.

Additionally, we have been and will continue to be available to the City for any ad hoc meetings, requested by the City's Executive Leadership Team.

8. Attend monthly meetings of the Stay Well Health Plan Committee to present quarterly or more often as required analysis of plan expenses including an analysis of claims data, administrative fees, utilization and stop-loss expenses, and utilization of the City's wellness program. The Stay Well Health Plan Committee serves in an advisory capacity to the City Manager for the employees' health insurance programs, and is comprised of eight union members, two non-union members and a retiree representative.

CBIZ will continue to attend monthly meetings of the Stay Well Health Plan Committee and will present as required by the City. As referenced above, we have the tools to provide in-depth reports and analysis of both the City's Stay Well health plan and the City's wellness program. We will compile our information into customized presentations designed for members of the Committee to understand and make the most of the City's wellness programs and benefits offerings. We provide this information in a timely fashion so that the Committee has time to review prior to meeting.



CBIZ also participated and served as ongoing Subject Matter Expert for the Stay Well Ad-Hoc Renewal Subcommittee that was created during the 2023 renewal process, and continued through this year.

9. Be available to provide various types of reports as needed, such as cost analysis for benefit changes, and other statistical, financial, forecasting, trend, or experience reports.

Reporting is a critical component in monitoring the effectiveness of health and welfare benefit plans. CBIZ will continue to provide the City with periodic (monthly, quarterly, semi-annual) and year end historical comparisons as well as financial and utilization reports and analyses. CBIZ can also create and generate special reports as needed or requested.

In conjunction with our in-house actuarial team, your CBIZ team prepares statistical and financial analysis, strategy and growth, compliance and pricing and product development. This includes the use of benefits cost-containment strategies, compliance analyses, and a range of benefits administration techniques to provide the most comprehensive tools needed to control benefits costs and maximize your employees' wellbeing.

Monthly Reports/Meetings:

- CBIZ Data Analytics Tool/Innovu Predictive Modeling
- Dashboard Report
- Monthly Financial Overview and Funding Comparison
- General Plan Performance/Expense Overview
- Large Claim Report
- Utilization Data Analysis
- Emerging High-Cost Claim

Annual Reports/Meetings:

- Financial Comparison
- Reserve Valuation
- Benchmark Review/Analysis
- Annual Strategic Meeting
- Performance Standard Review/Stewardship Report
- Wellbeing Scorecard
- Strategic Review
- Generational Analysis
- Monte Carlo Stop Loss Analysis Performance Standard Review
- Reserve Valuation
- GASB Data Support

Examples of our reporting samples can be found in **Exhibit I**.

10. Regularly monitor and evaluate performance measures and guarantees for providers.

CBIZ takes our responsibility as your advocate and voice very seriously. We will manage, monitor and evaluate the performance of all the City's providers on an ongoing basis. We implement and manage provider guarantees for our clients.

CBIZ leverages our position in the marketplace to obtain the best value, prices, and performance from all major vendors. During the vendor selection process we obtain meaningful vendor commitments, ensure that their contracts accurately reflect their promises, and then manage the vendor performance on an ongoing basis. We insist that a significant percentage of dollars at risk be based on your subjective evaluation of service, and that any financial or clinical guarantees are aggressive and client specific. Additionally, we will leverage any market data to assist in these conversations, such as when we were able to use market response to lower Cigna's carved-in pharmacy benefit manager fees.

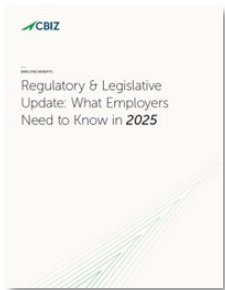
11. Provide analysis of Health Care Reform's impact on the City's health programs.

Please see Section C for more information about our compliance services, including ongoing consultation regarding the Affordable Care Act and other Health Care Reform legislation. To help you further navigate the continuing unknowns of employee benefits and health care costs, we've created a variety of on-demand resources including webinar series, articles and playbooks in addition to the specific examples shown below.



Annual State of Health Care Guide

A guide offering strategies to help combat rising health care costs as you manage the bottom line with insight on rising costs and premiums, the high-deductible gap, functionally uninsured populations and why health care costs are resistant to intervention. We'll demonstrate how you have more control than you might think in promoting positive change in employees' health care experiences.



Regulatory & Legislative Update:

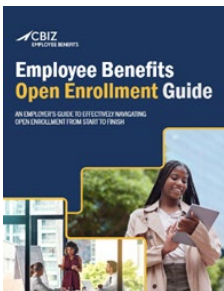
What Employers Need to Know This Year

This update recaps what happened in the prior year and what is important to know in the year ahead regarding the year's legislative, regulatory and associated developments, including ACA Matters and benefit-related cost-of-living adjustments.



CBIZ Employee Benefits Benchmark Report

A report addressing the challenges of managing skyrocketing health care costs using a tested, data-driven approach. Attract and retain high-quality talent by identifying your plan's strengths and weaknesses to fortify recruitment, retention and group health and welfare benefits. Learn how to capitalize on trends and insights to mitigate costs and manage evolving market changes.



CBIZ Open Enrollment Success Guide

Using a digital-forward approach, this guide shows you how to boost engagement for open enrollment while alleviating complexity. Learn the best practices, checklists and strategies needed for effective administration and communication of open enrollment. See how a customized high-tech, high-touch digital strategy increases effectiveness and efficiency while decreasing the burden on HR teams.



12. Assist the Finance Department with GASB reporting.

As part of our partnership with the City, we have traditionally worked with the Finance team and auditors to provide necessary data for the annual GASB valuation. We will continue to assist the City in these regards.

13. Annually provide actuarial services for Medicare D Subsidy program application.

We have and will continue to provide the analysis and actuarial analysis as needed for Medicare D Subsidy program application.

b. Liaison and Problem Intervention

1. Act as liaison between the City and insurance providers as well as the City's wellness providers.

CBIZ fully embraces the role of a comprehensive partner and advocate for the City of Independence in all aspects of benefit plan management and optimization. As your trusted advisor and liaison, CBIZ is committed to advocating the City's interests, streamlining benefits administration, and delivering innovative, high-value solutions tailored to your organization's unique needs.

Your client service team is both proactive and dedicated to serving the best interests of the City and your staff. Should any issues arise between the City and your providers, you can be assured your team will represent the city and work for an efficient and effective resolution. Our bi-weekly meetings allow for ongoing management of any issues, which are resolved quickly and positively for the City.

2. Provide day-to-day consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans and assisting employees with selecting plans that meet their needs.

When you choose CBIZ, you get more than just a benefits consultant. You get a **high-touch trusted advisor** to guide you through complex regulatory changes, a **true advocate** to ensure you receive the best value for your investment, and a **problem-solving partner** to help you overcome any challenges that arise as we work together to create a culture of happier, healthier employees.

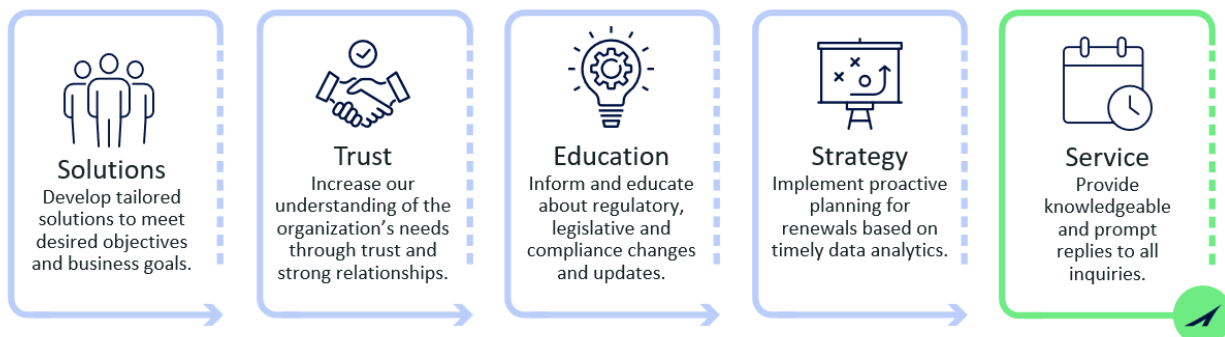
To us, it goes deeper than just acting as an extension of your HR staff. It's not just about treating your team members like they are our colleagues... it's about treating them as if they are our family members.

High Touch Service, Supported by Deep Expertise

CBIZ is dedicated to delivering personal service backed by national resources, and our account management strategy reflects that philosophy. The City is supported and serviced by a local account team with public entity experience and a team of national experts who specialize in actuarial services, employee communications, regulatory affairs and more.

Your team is strategically assembled to execute your specific initiatives, serve your diverse employee population and alleviate the time-consuming elements of implementing and administering benefits in a cohesive way.

We promise to provide the following to every client:





A True Client-Centric Service Approach

Our fresh take on the practice of employee benefits is consultative and client-specific in nature. This individualized approach involves researching, vetting and partnering with a variety of vendors to ensure each client can access the services and resources that best fit their unique needs.

We challenge our partners by sharing alternative options and innovative solutions to help you stay ahead of the curve and secure the best value for your investment. Our clients benefit from our pursuit of innovation and continuous exploration, all of which is intended to help us build better employee benefit plans for you and your employees.

Key Objectives

- High-touch service
- Forward-thinking strategy
- Optimized plan analytics
- Regulatory affairs & compliance resources
- Benefit trend management
- Innovative & technological advances
- Education & communication
- Employee health & productivity management

3. Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.

The City and its HR Team can continue to expect consistent and personalized service from your dedicated client service team. In addition to acting as an extension to the City's HR Team, our standard service goal is to respond to employee benefit plan questions, claims issues, or other staff requests within 24 hours or less. Should an issue require more in-depth research or coordination with carriers and vendors, we will provide an updated timeline and carrier updates until the issue is resolved.

4. Act as an advocate or ombudsman in appeal, arbitration or court process between the City and the providers on unresolved issues if needed; provide advice when needed to enforce City, employee, retiree or their dependents' network changes.

As mentioned, your dedicated Client Service Team, led by Jonathan Krass, will continue to serve as the City's advocate and provide assistance in escalated or unresolved issues. Your team will also continue to provide advice and support should there be any changes in network or coverage, coordinating necessary notification with the carrier representatives directly. For escalated issues, your Team will engage our Regulatory Affairs department to ensure that decisions or recommendations made by the City contain the most compliant information possible, from both a legal and a plan-review standpoint.

5. Assist the City in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

With CBIZ as your partner, the City will be aware of any negative impact of disruption of services that benefit plan changes would have. CBIZ anticipates these and will ensure that the City understands any impact of any changes to the City's employee/retiree experience.

Employee communication will be important to ensure continuity of services, and any outstanding open issue management items. Effective communication and monitoring of vendor/carrier relationships assures a timely response to employer concerns, and avoids the expense and difficulty of managing inefficiencies. CBIZ develops open, frequent communication with all parties.

c. Compliance

1. Assist with ongoing plan administration and ensure that programs are in compliance with local, state, and federal legislation.

When it comes to employee benefits compliance, CBIZ has the City covered. We know that keeping up with rapidly changing employee benefits regulations is no simple task. That's why CBIZ believes in making a continuous investment in compliance and regulatory resources — to make your life easier as you strive to maintain compliance.

Our dedicated Regulatory Affairs & Compliance Services team, led by Karen McLeese, Esq, consistently monitors and provides guidance on state and federal laws that may impact the City's employee benefits program. You'll continue to receive efficient, ongoing support from in-house specialists so you can avoid the burden of billable hours from traditional legal resources.

2. Provide on-site training to City staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefit plans.

We are well prepared to provide on-site training to City staff on the topics of regulatory, compliance, and best plan practices. In addition to on-site training, we provide several compliance resources which are available to the City throughout the year. These materials are outlined in the following question.

3. Review and disseminate information to staff on new or revised state and federal legislation that impacts benefits programs.

Compliance Resources

Our team is dedicated to delivering the compliance resources you need to stay informed — all 365 days of the year. That's why CBIZ clients receive various compliance manuals, newsletters and other publications on a monthly, annual and ad hoc basis.

- **"At Issue" Ad-Hoc Newsletter:** CBIZ understands the critical nature of ongoing regulatory and legislative updates in our current environment, which is why we notify our clients regarding time-sensitive information on an as-needed basis through "At Issue" newsletters.
- **"Benefit Beat" Monthly Compliance Updates:** To keep our clients abreast of ongoing compliance updates, CBIZ provides monthly "Benefit Beat" e-newsletters containing general employee benefits regulatory and legislative information.
- **"Health Reform Bulletin" Ad Hoc Technical Report:** CBIZ distributes "Health Reform Bulletins" on an ad hoc basis. These technical reports provide summaries of guidance issued by the Affordable Care Act's governing agencies.
- **"For Your Benefit" Annual Compliance Manual:** CBIZ prepares an annual compliance manual with accompanying sample documents for federal guidelines. There is a state section for each applicable state. "For Your Benefit" is provided to each CBIZ client at no additional cost.



- **Annual Compliance Checklist:** Every CBIZ client receives a "Compliance Checklist," which is reviewed collaboratively with your staff and our CBIZ service team on an annual basis. The Compliance Checklist is a 50-page document that contains a comprehensive list of compliance guidelines and necessary actions to mitigate exposure.
- **Annual Legislative Webinar:** Our year-end annual legislative webinar is hosted by Karen McLeese and offers a review of notable legislative events over the past 12 months, as well as a preview of what employers can expect regarding employee benefits rules and regulations in the coming year.

4. Assist City staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.

CBIZ is dedicated to ensuring the City of Independence's benefit policies and plans are fully compliant with all applicable State and Federal legislation. As such, CBIZ will continue to conduct compliance audits and risk assessments as needed to identify and address any potential gaps or vulnerabilities in your benefit plans.

5. Assist in advisory capacity in reviewing and ruling on appeals from members covered by the Health Plan.

CBIZ will act as an advocate in all cases regarding the partnership with the City. Our team has extensive experience resolving issues, providing advice and going above and beyond to ensure your employees, retirees and dependents are taken care of.

In escalated cases, our team will lean on our in-house claims advocacy resources. Your day-to-day service team will be intimately involved throughout the issue or appeal to ensure a streamlined resolution.

6. Review plan documents to ensure compliance with appropriate laws and regulations and notify of any necessary plan document amendments.

The City's CBIZ team has decades of experience reviewing plan documents to ensure compliance. We regularly review plan documents to ensure compliance with all regulations and make adjustments as needed.

As the City has seen over the last five years, CBIZ takes compliance very seriously and reviews carrier plan documents thoroughly to ensure nothing is missed.

7. Research legal and technical issues and provide information in response to questions regarding employee benefit issues.

At CBIZ, rather than outsourcing compliance, we have invested significantly in regulatory resources to train our advisors and clients. Karen McLeese, Esq. Vice President of Legislative Affairs, and her assistants utilize an extensive collection of source material to track proposed, pending and enacted legislation at both the federal and state levels. This information is then disseminated through electronic and hard copy communications such as For Your Benefit, an

annual guide to compliance issues as well as the timely and periodic publications At Issue and Benefits Beat. Case law results and regulatory guidance is routinely monitored and reviewed. CBIZ has a dedicated team of legal and regulatory experts available to answer any questions that may arise regarding regulations and compliance.

8. Conduct a review of the City's continued compliance with HIPAA, including spot checks and reviewing changes or updates to final regulations as issued by HHS.

CBIZ will ensure the City continues to be compliant in all aspects, including HIPAA and regulations issued by HHS.

9. Advise and provide guidance on the Affordable Health Care Act.

The Affordable Care Act (ACA) impacts every aspect of a group health plan, including plan design and eligibility, funding and tax issues, reporting and disclosure requirements. The coming years will further define the impact of the ACA on group health plans, and we stand ready to guide the City through any new modifications or repeals that may occur, in addition to impact from further legislation such as the No Surprises Act and the Consolidated Appropriations Act (CAA). CBIZ's National Advisory Council includes experts in benefits, payroll, finance, tax, legal and regulatory issues to handle the complex requirements of health reform.



d. Annual Renewal Process and Evaluation

- 1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections. Work directly with City staff to forecast the long-term health of the Staywell Fund. Assist the City in preparing the City's annual Staywell Fund budget.*
-

We will continue to collaborate and explore the City's organizational objectives, financial objectives and budget constraints, total compensation and benefits philosophy, employee demographics and expectations, senior management concerns, and HR initiatives. The outcome will be well defined goals and objectives for benefits in the upcoming year and beyond. We will collaborate with you to develop a long term 3-5 year benefits strategy with a customized action plan that will be re-visited throughout the year. We pledge to continue providing the City of Independence with a sustainable, cost-effective, and competitive benefits program that meets the needs of both your organization and your employees—today and for years to come.

Your CBIZ team will continue to partner with the Stay Well committee, the City's Finance and HR departments to provide financial projections for both Fiscal and Plan years.

- 2. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee benefit plans.*
-

Our value lies not just in brokering insurance, but in executing the right cost management strategies, supported by robust actuarial services, to achieve optimal financial outcomes. We are committed to continuously researching and testing innovative solutions in employee benefits to help our clients drive down costs and retain value.

Our dedicated Health Innovations team focuses on emerging cost containment strategies, using advanced analytic tools and drill-down reports to identify cost drivers and actionable trends. We go beyond traditional evaluation by offering data-driven solutions such as high-performing networks, value-based benefits, and patient-centered medical homes, using tools to model plan design impacts and benchmark market competitiveness. Additionally, our in-house communications team partners with clients to create customized communication strategies, ensuring employees are well-informed and engaged in making the best benefits decisions.

When our partnership began in 2021, CBIZ partnered with the City's HR and Finance departments to analyze the Stay Well plan's health at that time, and provide future projections for its performance. CBIZ also provided forward-thinking strategic options to help mitigate future cost increases and ensure the plan ceased to be underfunded. Over the three years of this strategy, the plan returned to its own solvency in 2024 and performed better than funding for the first time in our partnership, as shown in the chart in Question A. 2.

- 3. Recommend appropriate premium rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans.*
-



Our actuarial team helps client's better budget and prepare for health care costs each year including recommending appropriate premium rate and reserves so the City maintains quality and cost-effective benefit plans. Our in-house actuarial services support and supplement our benefit review and analysis.

They help analyze current plan costs against the marketplace, develop premium equivalent rates, analyze carrier renewals, and develop an actuarially sound contribution structure. Finally, they identify the issues driving plan costs and recommend responses that are tailored to address the causes. The cost for actuarial services is included at no additional charge in our standard scope of services.

The City has access to experts who can assist with the following items:

- A dedicated financial analyst
- Projecting financials and claims
- Underwriting renewal based upon claims and utilization independent from the health insurance carrier
- Pricing and reserve calculations
- COBRA rate development
- Stop-loss and pooling risk level determination
- Modeling plan design changes, migration studies, and contribution strategies
- Medicare Part D certifications
- Financial reviews of healthcare programs including review of underwriting processes and analysis of rate calculations

Please see **Exhibit C** for sample actuarial reporting.

4. Provide annual estimates of renewal rates and cost trends to assist City staff in preparation of budget figures.

CBIZ is committed to providing comprehensive, timely, and accurate renewal projections and cost trend analyses to support the City's budgeting and planning needs. CBIZ prepares and presents to the Stay Well committee an annual service calendar in January of each year, detailing the activities and deliverables for the next year's renewal. Historically, CBIZ has provided an initial renewal calculation in April with final rates in June. This proactive approach allows us to deliver preliminary renewal estimates and cost trend insights well in advance, giving your staff ample time to prepare the annual budget forecast.

For self-funded plans, CBIZ delivers projected premium equivalents based on actual plan performance, updated claims experience, and industry benchmarks. These projections include a provisional placeholder for stop-loss (reinsurance) premiums, as firm reinsurance quotes are typically finalized 60–90 days ahead of the renewal date.

In addition to the renewal rate projections, we continuously monitor market cost trends, regulatory changes, and vendor performance to keep your Agency informed of potential impacts to your benefits budget. This ongoing analysis allows us to provide interim updates or revised projections as needed throughout the year.

CBIZ's collaborative approach ensures your team receives the information and insights required to make informed, strategic decisions—ultimately supporting a smooth and transparent budget process.

5. Conduct thorough and applicable market research in preparation for contract renewals and make recommendations for items to negotiate with providers.



The most competitive pricing is achieved when a vendor becomes a partner with a client. For current partners like the City of Independence, we continue to enrich the relationships through collaborative development of strategic plans. Activities prior to the renewal negotiations such as CBIZ/vendor partner development sessions and regularly scheduled partner updates allow CBIZ to aggressively achieve the most cost-effective pricing for all plans and Wellbeing resources at renewal.

As one of the largest purchasers of insurance and related products and services, our clients benefit from preferred level pricing and service models from both national and regional insurance companies and other vendors. The City will continue to benefit from both our strategic approach and our significant volume placements.

6. Represent the City in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels, and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.

Each CBIZ team member leverages long-term carrier relationships to offer the most competitive rates. Our negotiation power can often mitigate higher renewal increases, which are typically below the market trend for groups of comparable size. As one of the largest purchasers of insurance and related products and services, CBIZ clients benefit from preferred-level pricing and service models from national and regional insurance companies and other vendors. In 2024, CBIZ lead the City through implementation of new Dental, Vision, and FSA carriers, after a full-scale marketing effort preparing for the ending of the City's 5-year contract with Cigna for all lines of service, entered into by the City prior to the start of our partnership.

Strategic Plan For Renewal and Negotiations

At CBIZ, we believe that the most effective risk management and employee engagement plans go beyond the renewal. Proactively managing your health plan renewals is one of the most effective ways to maximize your healthcare investment and secure the best possible benefits for your employees. Given the vital role benefits play in positioning the City as a top contender in the job market, it's essential to have an expert guiding you through the renewal process.

CBIZ streamlines the renewal process from start to finish, providing you with comprehensive resources, support, and guidance to help you make informed decisions.



Annual Planning & Review



Pre-Renewal
Strategy



Market
Plans



Finalize
Renewals



Open
Enrollment

Pre-renewal Planning

Selecting insurance products is secondary to identifying, building, documenting and executing a strategic plan. While traditional insurance brokers often treat census and claims data as commodities, an employee benefits specialist centers the buying process on strategic planning. This allows our clients to optimize pricing and other outcomes.



Renewal Negotiation

The most competitive pricing is achieved when a vendor becomes your partner, and our responsibility is to develop these relationships to the fullest. For prospective partners, CBIZ must effectively show that your organization is the most attractive group to insure. For current carrier partners, CBIZ will enrich the relationships through the collaborative development of strategic plans.



Final Selection of Vendors & Implementation

Final negotiations and/or the selection of new vendors are most effective when preceded by the appropriate pre-renewal preparation and planning. When it comes time to conduct final negotiations, CBIZ will represent you to secure the solution that will best fit your needs at the most cost-effective pricing. Once this is accomplished, we will stay locked in with the vendor/partner to ensure that they deliver on the negotiated provisions.

Throughout our five year partnership, CBIZ has helped with several marketing efforts and new carrier implementations.

7. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.

CBIZ is committed to proactively reviewing and analyzing the City's insurance programs and vendors to identify cost-saving alternative strategies that maintain the quality of benefits for employees and retirees. Our dedicated Health Innovations team continually researches, evaluates, and implements the latest industry trends and creative solutions to manage costs and maximize value.

We leverage robust analytical tools to regularly assess your plan performance, focusing on controllable cost drivers. Our approach includes examining all aspects of plan design, benefit levels, and premium structures to uncover opportunities for optimization—whether through benefit modifications, alternative funding arrangements, or the introduction of new vendor partnerships.

When trends or potential savings are identified, we present actionable recommendations tailored to the City's unique workforce and goals. Our team also supports you in executing these changes, ensuring clear communication and minimal disruption to plan participants.

As an example of our impact, CBIZ's National Pharmacy Consulting practice negotiated the City of Independence's contract improvements with Cigna for the 2022, 2023, and 2024 plan years that resulted in a projected aggregate \$1,500,000 in cost improvements to the plan without any change to members' coverage.



8. Assist with development of Request For Proposals (RFP's) for various vendors in compliance with City purchasing requirements.

CBIZ will continue to assist the City with the development of Request for Proposals (RFP's) for various vendors. In 2022, CBIZ performed an RFP for Life, Disability, and Voluntary Benefits coverages, moving those lines to Voya for a projected savings of over \$115,000 from current. In 2024, CBIZ performed an RFP for Medical/Rx, Retiree Medical, Dental, Vision, FSA, and HSA, and moved the Dental and FSA to Metlife, and Vision to Eyemed for a total projected savings of over \$260,000 from current.

At the timing of this proposal submission, CBIZ is finalizing marketing recommendations for the 2026 Life/Disability/Voluntary benefits carriers, after a full RFP.

CBIZ is fully prepared to manage the end-to-end process of obtaining, negotiating, and analyzing benefit plan proposals to ensure the City receives the most competitive and strategically aligned solutions.

Our process includes:

- ***Collaborative Specification Development:*** We work closely with The City's HR leadership and procurement teams to develop detailed plan specifications and RFP criteria that accurately reflect your organization's strategic and operational needs.
- ***Market Outreach:*** Leveraging our extensive industry relationships, we solicit proposals and quotes from a broad array of qualified carriers and vendors, ensuring a competitive and diverse pool of options.
- ***Rate Negotiation:*** Our experienced consultants negotiate with underwriters and vendors on your behalf, advocating for favorable rates, enhanced plan provisions, and added value based on your requirements and market conditions.
- ***Comprehensive Proposal Analysis:*** We conduct thorough side-by-side comparisons of all proposals, evaluating not only premium rates but also plan design features, provider networks, administrative services, financial stability, and historical performance.
- ***Clear, Actionable Recommendations:*** We deliver our analysis in a clear, user-friendly format, highlighting the strengths, weaknesses, and unique value propositions of each option. We provide strategic guidance and work with your team to identify the optimal solution for your employees and organization.

9. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.

CBIZ will provide all of the above services to the City.

10. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the City.

Our goal is to continue to serve as an advocate for the City of Independence and ensure our consulting is done in the City's best interest. As such, we will continue to review rate proposals and ensure underlying assumptions are appropriate and accurate to the City.



11. Audit resulting contracts for accuracy of coverage, terms and conditions.

CBIZ fully commits to a rigorous review process for all new and renewal policies and endorsements to ensure that every aspect of the City's coverage is accurate and consistent with the negotiated terms. Our experienced team carefully examines policy documents—reviewing all terms, conditions, exclusions, and endorsements—to verify their accuracy and compliance prior to delivery to the City for final review and acceptance.

CBIZ's attention to detail, proactive communication, and strict adherence to your delivery timeline ensure that the City receives comprehensive and accurate policy documents, with no surprises.

12. Monitor ongoing contracts, including third party administrators, to ensure contract compliance.

As referenced in earlier sections, CBIZ will continue to act as a liaison to all vendors and third-party administrators. In addition to evaluating performance measures and provider guarantees we will also ensure that all ongoing contracts are properly managed and ensure contract compliance. We will continue to be a trusted advocate for the City of Independence and guarantee the smooth implementation and fulfillment of your benefits and insurance.

13. Provide communication development and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings.

Open enrollment is a key component of employee involvement and appreciation of the benefit offerings. We are intimately involved in the City's open enrollment process, and will continue to do so. We have tremendous hands on knowledge of effective communication processes designed specifically for the wide range of support personnel required. We will continue to coordinate enrollment meetings designed to maximize employee participation and ensure materials and benefit packages are compliant for your full-time, year-round and seasonal employees.

To assist with the Open Enrollment and communication process, we will continue to:

- Coordinate the enrollment process with vendors;
- Develop employee communication materials including announcement letter, benefit guides and custom materials as needed;
- Determine what bilingual needs may be required;
- Provide personalized enrollment forms or an enrollment checklist for each employee showing benefit options and costs;
- Review vendor and/or client enrollment materials;
- Identify enrollment capabilities - internal or outside vendor;
- Facilitate employee meetings including webinars, PowerPoint presentation, carrier attendance and supplies;
- Provide vendor interface throughout the enrollment season.
- Support through our Open Enrollment Resource Center;
- Create custom Benefit Guide designed to clearly lay out and educate City's staff on benefit plan options.

Please see Exhibit E for additional communication samples.

14. Assistance with coordination of the annual Benefits Fair and Open Enrollment meetings.

Your Dedicated CBIZ Service Team will continue to provide the City with support for annual open enrollment meetings for Active employees and Retirees. We have historically supported the Benefits Fair events, and will continue to do so if they are reinstated.



e. Other Service Requirements

1. *Assist in the development and implementation of an employee wellness program to improve employee health and reduce employee and retiree healthcare costs, both in the short-term and in the long-term.*

Low employee wellbeing is a top contributor to rising health costs. Here is a snapshot of what happens when organizations lack programs for employee wellbeing:

75%

Of medical costs accrued mostly due to preventive conditions

15%-20%

Of total payroll in voluntary turnover costs, on average, due to burnout

\$322 Billion

of turnover and lost productivity cost globally due to employee burnout

Our team represents the culmination of more than 30 years of experience working with some of the most innovative and expert minds in the health-improvement arena. We are proud to continue our partnership and advocacy for the City of Independence as you build a thriving workplace culture and strengthen employee engagement. The City benefits from two dedicated Engagement & Wellbeing Consultants and a full-time onsite CBIZ Wellbeing Coordinator, who serve as trusted resources for employees, retirees, and leadership.

In addition, our national team lead, Julie Fulton, provides oversight and best-practice expertise.

We believe strategic, holistic wellbeing programs are a powerful lever in controlling healthcare costs—not only by reducing claims and mitigating risk, but by creating a healthier, more empowered workforce. Our approach emphasizes prevention, early intervention, and sustained behavior change. Rather than focusing solely on return on investment (ROI), we highlight the broader value on investment (VOI) that comes from cultivating a culture where employees feel supported, connected, and equipped to take charge of their health.



PRACTICE LEADER

Julie Fulton | Wellbeing Solutions Practice Lead

When wellbeing programs are designed with intention, they drive measurable reductions in absenteeism, presenteeism, and healthcare costs while supporting employees in physical, mental, financial, and social wellbeing. These programs also strengthen workforce resilience, improve productivity, and reduce turnover, leading to both direct and indirect cost savings. A key part of our philosophy is building better healthcare consumers by increasing health literacy, improving access to care, and encouraging efficient use of benefits. For example, we assist in integrating Personify Health incentives into the wellbeing strategy, driving engagement in both wellness initiatives and benefit utilization.



At the City of Independence, this philosophy has translated into tangible strategies and results. Highlights include:

- **Mental Health Resources:** Conducted a comprehensive EAP RFP, resolving cases earlier and reducing claims escalation; expanded support for the First Responder Peer Support Team; coordinated onsite counseling through PAS; and delivered Mental Health First Aid Training.
- **Communication & Engagement:** Developed an annual wellbeing communication calendar; distribute a monthly newsletter with incentives; and lead the Wellbeing Champion Team to increase program visibility.
- **Data-Driven Programming:** Conduct annual wellbeing surveys, analyze claims and utilization data, and make targeted recommendations. Examples include introducing Hinge Health to address musculoskeletal claims and promoting Omada for diabetes prevention.
- **Vendor Partnerships:** Collaborate with Cigna, Personify Health, PAS, Hy-Vee, BikeWalk KC, Cologuard, and Hinge Health to deliver preventive care, onsite initiatives, and barrier-removal strategies.
- **Recognition:** Supported award submissions resulting in the City receiving *Healthiest Employer Gold Honors* and the *Cigna Healthy Workforce Award – Silver Status* (2025).

In closing, CBIZ is proud to be your trusted partner in advancing the City's wellbeing strategy. With decades of experience, a dedicated team, and a proven record of innovative, data-driven solutions, we remain fully committed to helping the City achieve its health and cost-containment goals while fostering a culture where employees feel supported, connected, and empowered. Together, we can continue building on the City's momentum—enhancing health outcomes, strengthening workforce resilience, and sustaining a thriving workplace culture that benefits employees and the broader community for years to come.

2. Coordinate with vendors to ensure wellness initiatives reflect and support the City's goals.

Our wellbeing strategy is built on close collaboration with the City and its vendor partners to ensure every initiative reflects and supports the City's overall goals. We align vendors and programs across all dimensions of wellbeing—physical, social, financial, community, and purpose/career—so employees receive comprehensive support.

Your CBIZ Wellbeing Team—Engagement & Wellbeing Consultants Lacey Bowen and Trisa Nickoley, along with Onsite Wellbeing Coordinator Selena Good, who has supported the City's wellbeing and benefits strategy for nearly a decade—serves as the central hub for coordination. Together, we use actionable data to identify opportunities, recommend environmental changes, assess potential new benefits, and design engagement strategies that drive participation.

This approach has led to meaningful enhancements. For example, after identifying a need for expanded mental health resources, particularly for first responders, we led an RFP process that secured a more robust EAP with tailored services for this population. More recently, we recognized the need for stronger musculoskeletal support and are in the process of completing our evaluation of the vendor Hinge Health to provide employees with accessible, evidence-based care. We also identified an opportunity to partner with RideKC to bring hybrid bikes to the City of Independence, with the goal of increasing physical activity, improving employee health, and creating more accessible options for active transportation. In addition, we collaborate closely with Cigna and their Personify Health platform to design effective incentive strategies that boost health plan engagement and encourage employees to take proactive steps toward their wellbeing.

Through regular meetings and ongoing impact analysis with all vendor partners, we ensure initiatives remain aligned with the City's priorities, responsive to employee needs, and positioned for long-term success. This integrated and collaborative approach ensures wellness initiatives are not only well-coordinated, but also sustainable, impactful, and reflective of the City's commitment to its employees.

3. Manage the City's wellness fund.

As your dedicated consultants and client service team, we manage the City's wellness fund with transparency, accountability, and impact in mind. We provide monthly updates that track all expenses and reimbursements, ensuring clear oversight and responsible use of resources. In addition, we negotiate with carriers to maximize the amount of wellness funds available and to ensure coverage supports the City's wellbeing initiatives. Beyond financial stewardship, we provide ongoing guidance on how to allocate funds for the greatest impact, aligning spending with the City's goals and employee needs. Examples of how the wellness fund has been used include a Fitness Reimbursement Campaign, onsite wellness activities such as healthy snacks, flu shots, and social connection events, opportunities to encourage physical activity like volleyball, and access to onsite counseling services. This balanced approach ensures that wellness dollars are not only well-managed, but also strategically invested to drive engagement, improve employee health, and reinforce the City's commitment to wellbeing.

4. Recommend and help develop enhancements and improvements for communication specific to the needs of the City's employees and retirees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, and employee orientation materials.

Effective communication requires the use of consistent branding, design and messaging specifically catered to the City's distinct employee population and needs. Our employee communication package includes our Open Enrollment Guide and New Hire Guide, in addition to open enrollment postcards and flyers. Examples of our current digital communication offerings include:

- **Educational Video Library** — online library of 50+ English and Spanish videos on various benefits, HR, and training topics
- **Presentations and Webinars** — access to 24/7 scriptable benefits presentations and webinars for large groups, new hires and spouses
- **FlippingBook** — transform files into digital, interactive online publications with data tracking capabilities for employee communication and benefit guides



Short
Digestible
Content



Multi-Media
Channels



Proactive Timeline
and Planning



Resource
Inventory



Data
Analytics

We will continue to offer the knowledge and industry expertise needed to handle your critical communication matters, and our subject matter experts provide guidance on appropriate strategies, applicable innovations, technology considerations and more.



5. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.

Employee Surveys

CBIZ can conduct a variety of surveys if requested. Our most common surveys solicit employee feedback on current benefit options, satisfaction with carrier customer service, likelihood they may purchase an option if it were available, and the success of wellness programs. If the City would like to conduct a survey, CBIZ will provide guidance on constructing and administering it to employees. We also have third party resources we may use should it be beneficial for a survey to come directly from CBIZ to your employees. As you redefine your strategic multi-year benefits and administration plans, any new initiatives which may create significant opportunities, changes or disruptions in benefit offerings to the employees would be good opportunities to use surveys.

Client Satisfaction Survey

Our most valuable tool to measure our quality is our Client Satisfaction Survey. These surveys provide valuable data regarding our ability to meet the standard set, not only by CBIZ, but by the City's unique needs. After the survey is sent, our teams follow-up with our respondents on their responses and how CBIZ could be serving them better. We are proud of our time partnering with the City of Independence, and hope to continue providing the City with high-touch, high-quality client service.

Employee Engagement and Wellbeing Survey

Our Wellbeing team leads an annual Employee Engagement and Wellbeing Survey to understand employees' interests, experiences, and perspectives on company culture, leadership support, and overall wellness. The survey reaffirms to employees that their voices are valued and heard by leadership, while also serving as an opportunity to highlight underutilized benefits and resources. For example, if mental health emerges as a top priority, we can spotlight programs like the Employee Assistance Program (EAP) to ensure awareness and access.

We analyze the results and create an executive summary to identify key themes and trends. These insights guide our ongoing strategic planning, ensuring programs and initiatives align with what matters most to employees.

6. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.

In our five years of working with the City, we have seen some turnover in the City HR staff. CBIZ has been able to support some of the administrative processes and offered insight and guidance to new City HR team members when onboarding. We've added services through BenefitsDirect to help take things off the City's plate and worked with their HRIS platform to ensure accuracy. CBIZ will continue to look for ways to enhance the City's administrative process.

7. Provide recommendations and sponsor the City to attend particular broker-sponsored seminars, benefit events and educational forums and roundtables.

CBIZ is committed to empowering the City and their staff with the knowledge and resources necessary for effective benefits administration and regulatory compliance.



Our clients have access to a comprehensive suite of Human Capital support services, including:

- **Regulatory and Compliance Training:** We provide regular training sessions—both in-person and virtually—covering the latest state and federal requirements impacting employee benefits. These sessions are designed to ensure your HR staff stays current on ACA, HIPAA, COBRA, FMLA, ERISA, and other evolving regulations.
- **Best Practice Seminars:** CBIZ offers ongoing best practice seminars and workshops focused on the effective administration of benefit plans. Topics include claims management, open enrollment, employee communications, and new developments in the industry.
- **On-Demand Educational Resources:** We maintain a robust library of webinars, articles, compliance newsletters, and toolkits that your team can access at any time for just-in-time learning and ongoing support.
- **Expert HR and Legal Guidance:** The City receives direct access to our HR professionals and legal advisors for hands-on support, including HR health assessments, handbook development, job description creation, salary comparisons, and tailored employee training modules.
- **Custom Benefits Documentation:** We assist in creating and updating benefits documents to ensure compliance and clarity for employees and administrators alike.

By providing these comprehensive resources and training opportunities, CBIZ ensures the City is equipped with the latest knowledge, best practices, and compliance tools necessary for successful benefits management.

Additionally, we have hosted several webinars and onsite trainings at our local office, such as our most recent event [“Beyond the Renewal: Navigating Stop Loss.”](#)

8. Perform other related consultation services as needed or requested.

We are happy to continue providing the City with consultation services that are in relation to those outlined in our current scope of services. For projects that fall outside of our standard scope of services, we implement a customized fee structure to ensure each project is appropriately priced based on its unique requirements. The charges for these projects can vary due to factors such as project complexity, duration, and resource allocation. For any projects outside of our scope, we will work with the City to provide a detailed proposal outlining the specific costs associated with the particular project, ensuring transparency and alignment with your expectations.

9. Identify any additional services offered by the Consultant.

Thanks to our OneCBIZ approach, we are also able to connect clients to professionals in a variety of specializations within our organization. These services include Executive Financial Services, Human Capital Advisory Payroll, Retirement Plan, Accounting, Tax & Advisory, Executive Recruiting, Talent & Compensation, and more.

[Click here to learn more about the services we have to offer.](#) If the City has any interest in exploring additional services provided by CBIZ, please don't hesitate to reach out.

10. Conduct at least monthly review meetings with the Human Resources Team

CBIZ is committed to being a responsive and dependable partner to the City, acting as an extension of your HR team to ensure your staff receives timely and thorough support. We are happy to continue meeting with your HR team on a bi-weekly basis, and as needed for any time-sensitive matters.



D. Qualifications and Experience of Firm

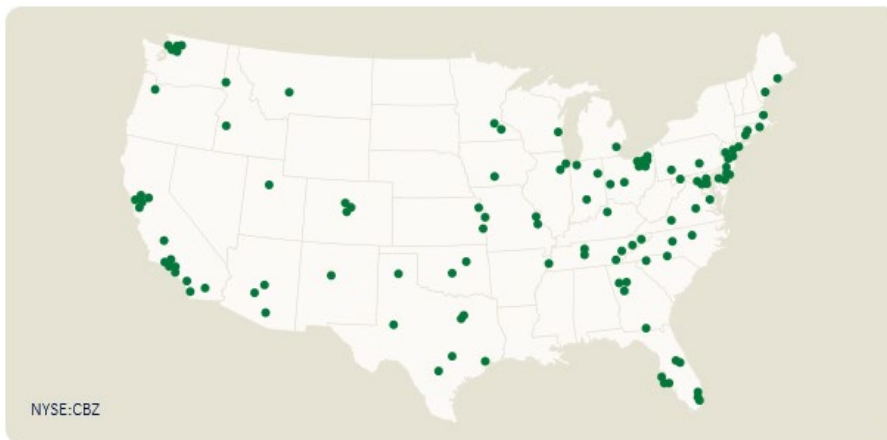
Our History

Since entering the professional services industry in 1997, CBIZ has experienced exponential, organic growth. While our ability to provide best-in-class resources and industry-leading expertise has grown, our mission has remained the same: to provide personal service and a unique level of hands-on support to our clients and their employees.

CBIZ is publicly traded and one of the nation's leading providers of professional advisory services; however, our foundation was built on boutique firms. That's why curating a local, high-touch client experience is at the core of everything we do.

Jerome Grisko, our Chief Executive Officer and Director, currently oversees more than 10,000 CBIZ associates in 160 offices across the country. CBIZ, Inc. is split into two divisions: financial services and benefits and insurance services. CBIZ Employee Benefits makes up approximately 600 of CBIZ's total employee count and has a presence in over 30 CBIZ offices nationwide.

CBIZ by the Numbers



160+
offices

10K+
team members

135K+
clients

- 160+ Offices
- 10,000+ Team Members
- 135,000+ Clients
- 104 Workplace Awards in 2024
- Top 10 Largest Accounting Provider Nationally (1)
- Top 30 Largest Broker of U.S. Business (2)
- Top 4 Institutional Consulting Team (3)

At CBIZ, our product is time and expertise, and we have invested significantly in our resources to provide our clients with strategic guidance, ongoing support and real results. Together, we can develop and maintain a solid partnership built on mutual trust and measurable outcomes.



Sources:

1. *Accounting Today* – March 2023
2. *Business Insurance Magazine* – July 2022
3. *Barron's Top Institutional Consultants* – 2022

Rankings and recognition by unaffiliated third parties may not be representative of a CBIZ Investment Advisory Services' client experience and should not be construed as a guarantee of a certain level of results. Neither CBIZ IAS nor its advisors pay a fee to the third party in exchange for the rating.

Proudly Serving Kansas City – Public Entity Experience

We are a proud Kansas City company that focuses on delivering our benefits consulting services to our community, including a large number of nonprofit, civic and public entity organizations. There is no firm better positioned in terms of experience with public entities to take care of the City than CBIZ.

With **over 60 years experience** in the insurance and employee benefits field, CBIZ is proud to serve **over 150 public entities**. Thanks to our company's Kansas City roots, several of these client relationships have spanned over multiple years, even decades.

Our Kansas City division has organized consulting and service teams of specialists dedicated to public entity clients from less than 100, to over 1,000 employees. We have one of the largest books of public entity business in Kansas City.

Dedicated to the Success of Our Clients

One of our key core values is that we are dedicated to the success of our clients. As such, your satisfaction is extremely important to us. We work diligently to provide exceptional customer service to our clients, scheduling regular, ongoing calls to ensure projects are progressing and all questions and concerns are addressed in a timely, comprehensive manner. These calls also provide a proactive means of addressing any upcoming reporting or compliance requirements.

CBIZ's client service team provides guidance and support for all client-related activities, setting rigorous performance and service standards by which all CBIZ professionals operate.

We believe the ultimate measure of service quality and client satisfaction is the high level of retention of our clients, which is well above the industry average.

In 2024, our Benefits & Insurance division was recognized as one of the [*Best Places to Work 2024 by Business Insurance*](#). At CBIZ, we take our commitment to our employees and our clients seriously.



We do the
right thing.



Our people
matter.



We are
dedicated to
the success
of our clients.



We expect
to win.



We are
OneCBIZ.

E. Program Costs

At CBIZ, we believe that strong partnerships are built on a foundation of transparency and mutual trust. As such, we adhere to a partnership guarantee that eliminates the possibility of clients encountering unexpected fees or hidden expenses. This yields a relationship with no surprises.

In addition, our dedication to meeting the unique needs and preferences of each client extends into our payment options. Our team has the flexibility to work on a direct-fee basis or under a commission agreement, depending on the City of Independence's preference.

As reported during our last Annual Planning & Review meeting, all of the City's lines of coverage are **net of commission**. CBIZ currently receives a flat \$120,000 annual service fee from the City. This has been our arrangement since 2020. Separately, we also receive an additional \$47,500 Rx consulting fee to help manage the City's pharmacy benefit.

Due to increase of the cost of business and inflation, CBIZ would like to propose a slight increase to our service fee. For this new contract period, we would propose a flat fee of \$130,000. We would still keep all core lines of coverage net of commission. Additionally, we would propose an automatic 3% cost-of-living adjustment in year 3 and year 5.

We believe this is still a competitive rate for the City, where the proposed rate is below similar organizations in size, industry, geographic location and funding arrangement. Additionally, it allows us to continue to serve the City by retaining top talent in the industry.

If you have any questions about our fee proposal, please don't hesitate to reach out. We truly value our partnership with the City.

*"Our consultative method incorporates **both the cost and the employee impact** when presenting solutions, ensuring clients expect and receive more than the placement of insurance."*

F. References

Jackson County, MO (Government)

Contact: Gina Campbell | Interim HR Director | 816.881.3140

Services Rendered+ Lines of Insurance: Benefits and Insurance, Human Capital Management | Medical, Dental, Vision, Life

Number of Employees: 1,300

Length of Engagement: 2022-Present

Clay County, MO (Government)

Contact: Kim Callahan | HR Director | 816.407.3667

Services Rendered+ Lines of Insurance: Benefits and Insurance, Services Administrator | Medical, Dental, Vision, Life

Number of Employees: 500

Length of Engagement: 2022-Present

City of Grandview, MO (Government)

Contact: Amanda K. Fischer | Human Resources Director | 816.316.4807

Services Rendered + Lines of Insurance: Benefits and Insurance | Medical, Dental, Vision, Life, Property and Casualty

Number of Employees: 275

Length of Engagement: 2018-Present

Exhibits

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – SAMPLE COMPLIANCE MATERIALS

EXHIBIT C – BENCHMARKING RESOURCES

EXHIBIT D – COST CONTAINMENT STRATEGIES

EXHIBIT E – EMPLOYEE COMMUNICATION SAMPLES

EXHIBIT F – SAMPLE RENEWAL PRESENTATION

EXHIBIT G – SAMPLE SERVICE TIMELINE

EXHIBIT H – SAMPLE ANNUAL PERFORMANCE REVIEW

EXHIBIT I – REPORTING SAMPLES

EXHIBIT J – SAMPLE WELLBEING RESOURCES

EXHIBIT K – TERMS AND CONDITIONS EXCEPTIONS

EXHIBIT L – DOCUMENTS AND SIGNATURES

Exhibit A

Scope of Services

Innovative Employee Benefits Solutions

Leading the employee benefits industry to protect your employee investment today and in the future.

Plan Management and Renewals

Monitor management and renewals with 3-year strategies, timelines, benchmarking, and key milestones.

- Financial overview and monthly claims review
- 3-year strategic plan and annual timeline Renewal strategy
- Annual Performance Review
- Customized Dashboards
- Carrier and vendor evaluation implementation
- Day-to-day service support

Financial Management and Actuarial Services

Access factors driving plan costs using financial projections and claims analysis.

- Benchmarking & Data Analytics
- Monthly Financial Reporting
- Employee Contribution strategies and calculations
- Funding projections and modeling capabilities

Compliance and Regulatory Affairs

Stay compliant with expert benefits, payroll, finance, tax, and regulatory assistance.

Communication and Education

Improve employee understanding by providing consistent benefits messaging throughout the year.

- In-house regulatory affairs attorney and staff
- Creation of strategic custom communications plan
- Monitor and communicate on relevant state and federal legislation



- Coordination of enrollment resources
- Consistent compliance and Health Care Reform education materials
- Ongoing creation of communication deliverables
- Enrollment and administration compliance support
- Vendor and technology support

Wellbeing Solutions

Engage employees and impact benefits costs with data-driven wellbeing initiatives.

- Wellbeing communication and engagement strategy
- Ongoing tactical recommendations
- Data utilization tools and benchmarking
- Monitor and measure results

Pharmacy Benefit Plan Management

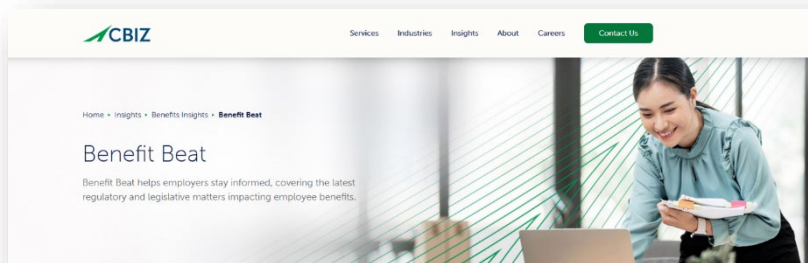
Tackle rising pharmacy costs with modeling and plan analysis

- Pharmacy Benefit Management procurement and marketing
- Financial and clinical pharmacy guidance
- Rx claims monitoring

Exhibit B

Sample Compliance Materials

CBIZ Regulatory & Compliance Portal



Stay Informed. Maintain Compliance.

At CBIZ, our priority is helping your organization maintain compliance with regulations legislation impacting the benefits and insurance landscape. This portal contains a variety of compliance-related resources to help CBIZ clients stay informed.

At Issue

At Issue is an employee benefits regulatory affairs bulletin intended to keep you up to date on notable laws and legislation impacting employee benefits plans.

[Explore At Issue](#)

For Your Benefit Books

For Your Benefit Books are compliance manuals that serve as reference guides for a variety of state and federal regulations impacting employee benefits plans.

[Explore FYB Books](#)

Health Reform Bulletins

HRBs summarize implementation guidance issued by ACA governing agencies, and are issued in response to significant change to or the passing of new employee benefits legislation.

[Explore HRBs](#)

Benefit Beat

Benefit Beat articles are distributed on a monthly basis to keep you up-to-date on regulatory and compliance impacting the benefits and insurance landscape.

[Explore Benefit Beat](#)

2025 Compliance Calendar

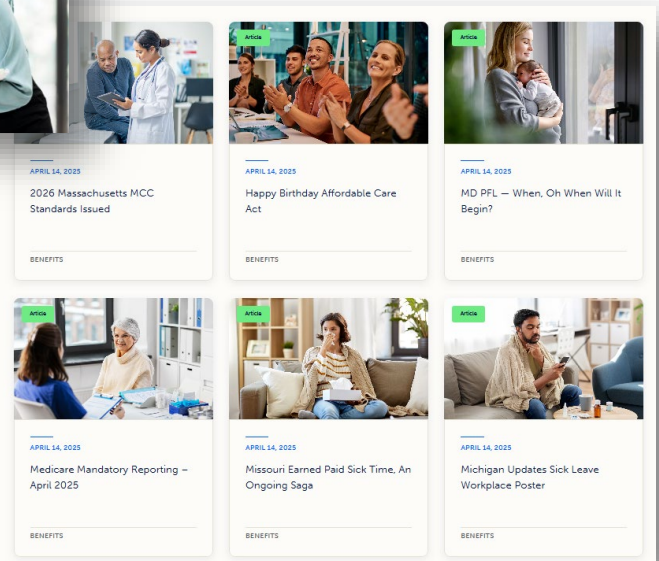
Review key compliance dates that apply to welfare benefit plans. This list is for general reference purposes only and is not all-inclusive or all encompassing.

[View the Calendar](#)

Annual Notices

See key annual notice requirements that apply to welfare benefit plans. This list is for general reference purposes only and is not all-inclusive or all encompassing.

[See Annual Notices](#)



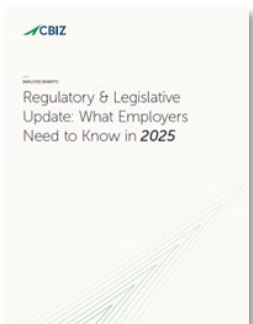
Thought Leadership/Resources

Supported by these national resources, your local advisor benefits from ongoing training and access to cutting-edge strategies. To help you further navigate the continuing unknowns of employee benefits and health care costs, we've created a variety of on-demand resources including webinar series, articles and playbooks in addition to the specific examples shown below.



Annual State of Health Care Guide

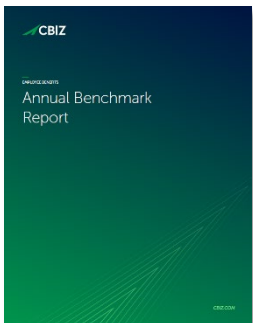
A guide offering strategies to help combat rising health care costs as you manage the bottom line with insight on rising costs and premiums, the high-deductible gap, functionally uninsured populations and why health care costs are resistant to intervention. We'll demonstrate how you have more control than you might think in promoting positive change in employees' health care experiences.



Regulatory & Legislative Update:

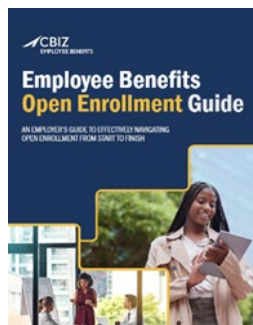
What Employers Need to Know This Year

This update recaps what happened in the prior year and what is important to know in the year ahead regarding the year's legislative, regulatory and associated developments, including ACA Matters and benefit-related cost-of-living adjustments.



CBIZ Employee Benefits Benchmark Report

A report addressing the challenges of managing skyrocketing health care costs using a tested, data-driven approach. Attract and retain high-quality talent by identifying your plan's strengths and weaknesses to fortify recruitment, retention and group health and welfare benefits. Learn how to capitalize on trends and insights to mitigate costs and manage evolving market changes.



CBIZ Open Enrollment Success Guide

Using a digital-forward approach, this guide shows you how to boost engagement for open enrollment while alleviating complexity. Learn the best practices, checklists and strategies needed for effective administration and communication of open enrollment. See how a customized high-tech, high-touch digital strategy increases effectiveness and efficiency while decreasing the burden on HR teams.

Exhibit C

Benchmarking Resources

- Aegis Risk Medical Stop- Loss Premium Survey
- BenefitFocus The State of Employee Benefits Survey
- BLS National Compensation Survey: Employee Benefits in the United States
- Gallup State of the American Workplace
- Mercer National Survey of Employer-Sponsored Health Plans
- Employer Health Benefits Annual Survey (KFF)
- Employee Benefits Survey Results (IFEBCP)
- MetLife Thriving in the New Work-Life World

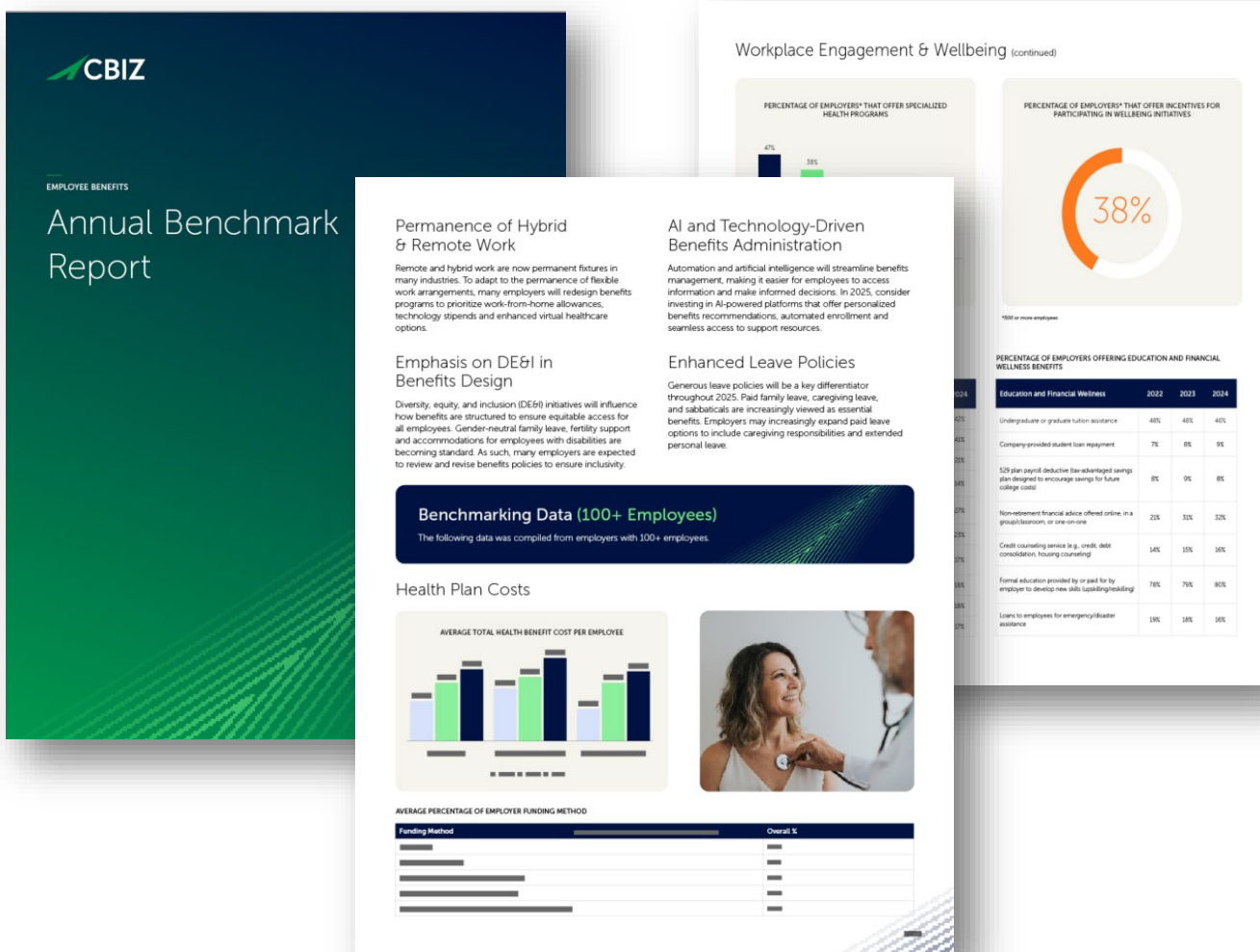


Exhibit D

Cost Containment Strategies

Cost-Containment Strategies (For Fully-Insured Groups)

PLAN FEATURES AND MEDICAL POINT SOLUTIONS

- Telehealth and Virtual Care
- Prior Authorization Programs
- Utilization & Disease Management
- EAP
- Annual Physical Incentive Program
- Deductible Financing (HRA)

MEDICAL PLAN CONTRACTING

- High-Performance Network
- Level-Funded Plans

PHARMACY SOLUTIONS

- Formulary Structure
- Utilization Management
- Consumer Tools

EMPLOYEE EXPERIENCE & CONTRIBUTIONS

- Defined Contribution Strategy
- Dependent Eligibility Audits
- Tobacco Surcharge
- Spousal Surcharge or Carve-Out
- Wellbeing Incentives
- Health Navigation Services (HealthJoy, Alight, etc.)
- Decision Support Tools (Firming, Jellyvision, etc.)
- Active Enrollment
- Year-Round Communications Campaign

STRAATEGIES FOR ALL PLANS

- Site of Care Carve-Outs
- Maternity & Infertility Innovations
- Second Opinion Services
- Care Advocacy Programs
- Condition-Specific Programs (Surgery)
- Stop-Loss Strategies
- Captive Arrangements
- Reference-Based Pricing
- Medical and Rx Claims Audit
- Direct Contracting
- Evaluation of Network Efficiency
- Restricted/Preferred Networks
- Drug Coupon & Rebate Management
- Specialty Drug Management
- Rx Carve-Out or Specialty Care
- Gene Therapy Programs
- Client-Owned Pharmacy Procurement
- International Pharmacy Procurement

SELF-FUNDED STRATEGIES ONLY

Cost-Containment Strategies (For Self-Funded Groups)

Claims Administration & Network

Usually clients who "bundle" health innovations strategies will integrate at the SPD and TRA level. Therefore, finding the right "housing" agent for strategies is imperative, otherwise vendors may be incompatible.

KEY	OPTIONS	CONSIDER FOR 2025 (Y/N)
✓	Major Carrier: Administrative Services Only (ASO)	
✓	Network-Owned TPAs	
✓	Network-Retaining TPAs	

Care Coordination

Care coordination involves deliberately organizing patient care activities and sharing information among all of the participants concerned with a patient's care to achieve safer and more effective care. Integration is the combined set of methods, processes and models that seek to bring about this improved coordination of care.

KEY	OPTIONS	CONSIDER FOR 2025 (Y/N)
✓	Third-Party Care Coordination (Quantum, Accolite, Transcent, HealthJoy, Alight)	

Alternative (Non-Network) Funding Mechanisms

Strategies that either directly compete with a network offering or act as a function that is paid outside of the network arrangement.

KEY	OPTIONS	CONSIDER FOR 2025 (Y/N)
✓	Reference-Based Pricing	
✓	Narrow Networks	
✓	Carve-Out Programs/Type of Care Programs	
✓	Direct Primary Care	
✓	Worksite or Tele-site Health Centers	

✓ In place
✗ Currently not in place, previously recommended
➡ Recommended for evaluation
⚠ Trending but not recommended at this time

Cost-Containment Strategies (cont.) (For Self-Funded Groups)

Medical Point Solutions

Vendor partnerships that achieve a specific function in the health care delivery model that can serve as a standalone deliverable or can be rolled up into an integrated care coordination model.

KEY	OPTIONS	CONSIDER
✓	Medical Cost & Quality Transparency Decision Support Tool	
✓	2nd Opinion Programs	
✓	Wellbeing Programs & Platforms	
✓	Condition-Specific Programs (DMA/Disables)	
✓	Gym & Fitness Programs	
✓	Behavioral Health Programs & Platforms	

Pharmacy Management Solutions

This includes all concepts and categories related to the procurement of medications.

KEY	OPTIONS	CONSIDER FOR 2025
✓	Restricted/Preferred Networks	
✓	Drug Coupon & Rebate Management	
✓	Specialty Drug Management	
✓	Specialty Drug Programs	
✓	Rx Carve-Out	
✓	Rx Coalition	
✓	Specialty Carve-Out Programs	
✓	Gene Therapy Programs	
✓	Client-Owned Pharmacy Procurement	
✓	International Pharmacy Procurement	

✓ In place
✗ Currently not in place, previously recommended
➡ Recommended for evaluation
⚠ Trending but not recommended at this time

Emerging Pharmacy Trends

2024 Year in Review

- Plan Sponsors saw claims cost decrease and rebate credits reduce overall payments, with impact varying by utilization and formulary strategy.
- Plan Sponsors saw members move to biosimilar medications with little to no member disruption.
- Plan Sponsors began to see additional fees for pharmacy claims processed in states with increased regulations.
- Plan Sponsors were required to make changes to pricing models and plan design components.
- Plan Sponsors evaluated coverage options, adjusted plan design, and implemented new strategies to manage this growing product class.
- GLP-1 Products received FDA approval for expanded indications like cardiovascular disease and sleep apnea.
- Plan Sponsors must evaluate risk, member impact, compliance concerns, supply chain complexity, and true financial impact.
- Plan Sponsors saw savings decline due to industry changes and uncertainty in the market.

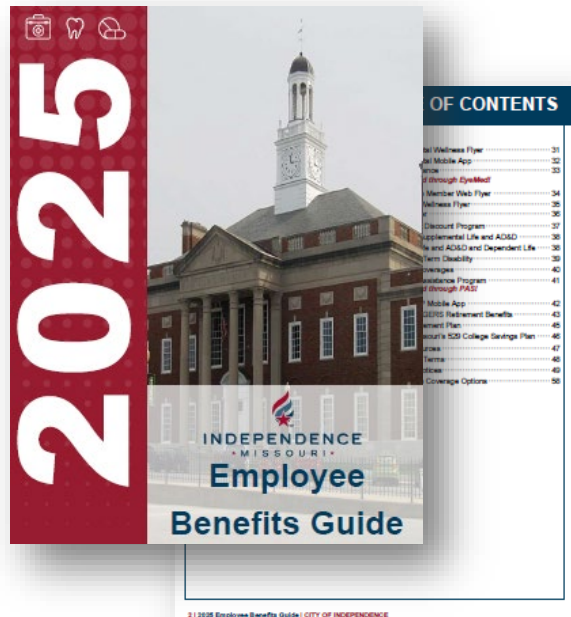
2025 Watch List

- Drug Pricing**: Will PBMs adjust their biosimilar strategy with other products (i.e., Stelara) entering the market? How will biosimilars impact cost, and will rebate credit language be more impactful to a Plan Sponsor's bottom line?
- Regulatory Issues & Litigation**: Will Plan Sponsors change their approach to ensure they are meeting their fiduciary responsibility? Which Stakeholders in the pharmacy industry will be held accountable?
- GLP-1 Products**: Will Plan Sponsors continue to see significant increases in cost and utilization for GLP-1 products? Will Plan Sponsors adjust their approach as this product class grows, indications expand, and new, more effective products enter the market?
- Trending Strategies**: How will regulatory efforts and legislation impact the viability of these programs? How will Plan Sponsors effectively evaluate new strategies and potential savings?

Exhibit E

Employee Communication Materials

- Benefit Guide
- Flyer With QR Code
- Email Header
- Resource Center
- Open Enrollment Presentation



2025 BENEFIT HIGHLIGHTS			
WHEN IS ANNUAL ENROLLMENT? October 21st— November 8th The benefits you elect during open enrollment will be effective January 1, 2025 through December 31, 2025. You will not be allowed to make changes throughout the year unless you have a qualifying life event.			
WHAT IS CHANGING FOR 2025? - NEW! MetLife FSA Accounts - NEW! MetLife Dental Network - NEW! EyeMed Vision Network			
LOCAL PLUS PLAN	OPEN ACCESS PLAN 2	OPEN ACCESS PLAN 1	BASE PLAN
• Deductible (Individual/Family): \$1,700/\$3,400 • Office Visits: Subject to Deductible, then coinsurance • Urgent Care/ER: Subject to Deductible, then coinsurance • Out of Pocket Maximum: \$4,500/\$9,000 • Eligible for enrollment in a Health Savings Account (HSA). Seed money is funded by the City up to \$700 for individual or up to \$1,400 for family.	• Deductible (Individual/Family): \$2,000/\$4,000 • Office Visits: Subject to Deductible, then coinsurance • Urgent Care/ER: Subject to Deductible, then coinsurance • Out of Pocket Maximum: \$4,000/\$8,000 • Eligible for enrollment in a Health Savings Account (HSA). Seed money is funded by the City up to \$600 for individual or up to \$1,200 for family.	• Deductible (Individual/Family): \$2,000/\$4,000 • Office Visits: Primary/Secondary: \$100/\$0 • Urgent Care/ER: \$150/\$0 • Out of Pocket Maximum: \$3,500/\$7,000 • Medical Copay Out of Pocket Maximum: \$1,000/\$2,000 • Pharmacy Out of Pocket Maximum: \$1,000/\$1,000	• Deductible (Individual/Family): \$2,000/\$4,000 • Office Visits: Subject to Deductible, then coinsurance • Urgent Care/ER: Subject to Deductible, then coinsurance • Out of Pocket Maximum: \$2,000/\$4,000 • Eligible for enrollment in a Health Savings Account (HSA) but City-sponsored HSA contributions.





Open Enrollment Resource Center

This time of year can quickly get busy, but choosing the best benefits for you and your family is important. Open enrollment is a great time to reassess your needs, find ways to maximize your benefits usage, and save where you can.

If you want to find that perfect plan, or you have questions about how your insurance works, take a look at the resources below:

Mark Your Calendar

Open enrollment will be **Oct 16 – Nov 3!**

Benefits & Wellness Fair

Tuesday, October 24, 2023
1pm – 5pm

Wednesday, October 25, 2023

8am – 12pm

Location: Uptown Market
211 W. Tamm Rd.,
Independence, MO 64500

Questions?

Bethany Dickey
Email: bethany.dickey@cityofindependence.org
Phone: 816.325.7790

Lisa Phillips
Email: lisa.phillips@cityofindependence.org
Phone: 816.208.0852

2024 Open Enrollment Benefit Guide

Employee Self Service (ESS) Portal

Voya Employee Resource Center

MyCigna Website

Cigna "Easy Choice" Tool

Download the Mobile App

Employee Access Code: CFAMWVW4





The Total Rewards Blueprint: *An Employer's Guide*



Build a **Winning** Total Rewards Program

As new competitors emerge and employee expectations shift, businesses face an uphill battle when it comes to attracting and retaining top talent. Amid this challenging landscape, it's essential to optimize and effectively promote your total rewards program, which encompasses everything your organization has to offer existing and potential employees.

In this guide, we walk you through all you need to know about building and implementing a winning total rewards program that will appeal to every member of your workforce, from entry-level team members to executives.

The What & Why of Total Rewards

Total rewards refer to the complete package of compensation, benefits and other incentives that employers provide to their employees in exchange for their work. This encompasses more than just salary and traditional benefits. A total rewards package offers a holistic approach to employee value that includes various elements aimed at increasing engagement, satisfaction and retention.

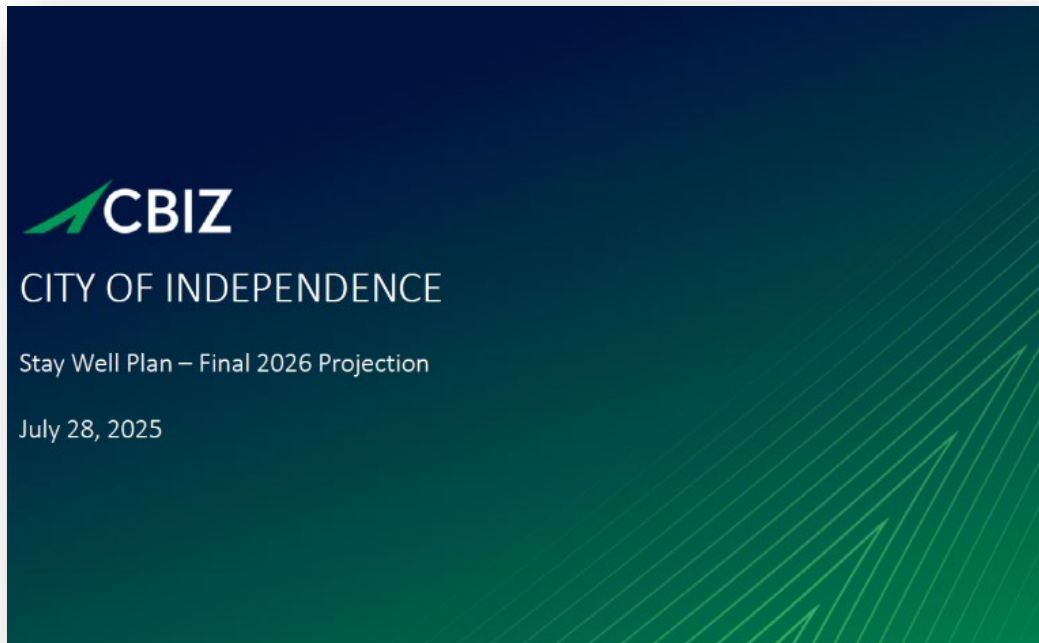
By addressing employees' financial and non-financial needs, total rewards enhance employee satisfaction, improve productivity and foster long-term loyalty. A well-rounded program also strengthens company culture and reputation, meeting the diverse needs of employees and aligning individual performance with organizational goals. This ultimately leads to a more motivated, committed and high-performing workforce.



PAGE 2

Exhibit F

Sample Renewal Presentation



2026 Plan Designs

In-Network Benefits	OAP 1	OAP 2	Local Plus	Base Plan
Network				
Deductible Individual / Family				
HSA Contribution				
Member Coinsurance				
Out-of-Pocket Maximum Individual / Family				
Physician Visits Office (PCP/Specialist)				
Preventative Care				
Urgent Care / ER				
Inpatient / Outpatient				
Prescription Drug Level 1 / Level 2 / Level 3 / Specialty				

Exhibit G

Sample Service Timeline

Annual Timeline

Quarter	Activities / Deliverables	Responsible
Q1 Jan - March	- Post Renewal / Carrier Transition Tasks - Deliver Year-End Claims Analysis Carrier Document Delivery - Document Review - Monthly: Monthly Financial Overview OR Claims Dashboard - Regulatory Updates "Benefit Beat" and Healthcare Reform Bulletins - Wellbeing Insights Newsletters	CBIZ/Client/Carriers CBIZ Carrier(s) CBIZ CBIZ
Q2 April - June	- Annual Performance Review 5500 Preparation - Compliance Checklist Review - Monthly: Monthly Financial Overview OR Claims Dashboard - Regulatory Updates "Benefit Beat" and Healthcare Reform Bulletins - Wellbeing Insights Newsletters	CBIZ/Client CBIZ CBIZ/Client CBIZ
Q3 July - Sept	- Renewal Planning (projections, funding options, communications, technology) - Develop RFP (if applicable) 5500 Filings Due - Issue RFP (if applicable) - Carrier Renewal Delivery - Renewal Presentation / RFP Results - Monthly: Monthly Financial Overview OR Claims Dashboard - Regulatory Updates "Benefit Beat" and Healthcare Reform Bulletins - Wellbeing Insights Newsletters	CBIZ/Client CBIZ CBIZ CBIZ/Carriers Carrier CBIZ/Client CBIZ
Q4 Oct - Dec	- Renewal Decisions (Additional Option Evaluation) - Contribution Strategies and Calculations - Open Enrollment/Communication Strategy Implementation (drafts, etc.) - Implementation and Renewal Document Review - Open Enrollment - Enrollment Elections Finalized with Carriers - Monthly: Monthly Financial Overview OR Claims Dashboard - Regulatory Updates "Benefit Beat" and Healthcare Reform Bulletins - Wellbeing Insights Newsletters	CBIZ/Client CBIZ/Client CBIZ/Client CBIZ CBIZ/Client/Carriers CBIZ/Carriers CBIZ
As Needed / Ongoing	- Client Service Support - Claim Resolution Support - Billing & Eligibility Errors - Compliance Calls	CBIZ

Exhibit H

Sample Annual Performance Review

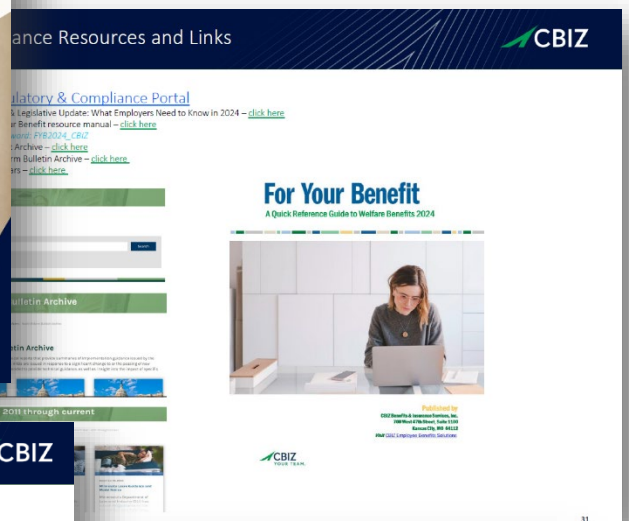
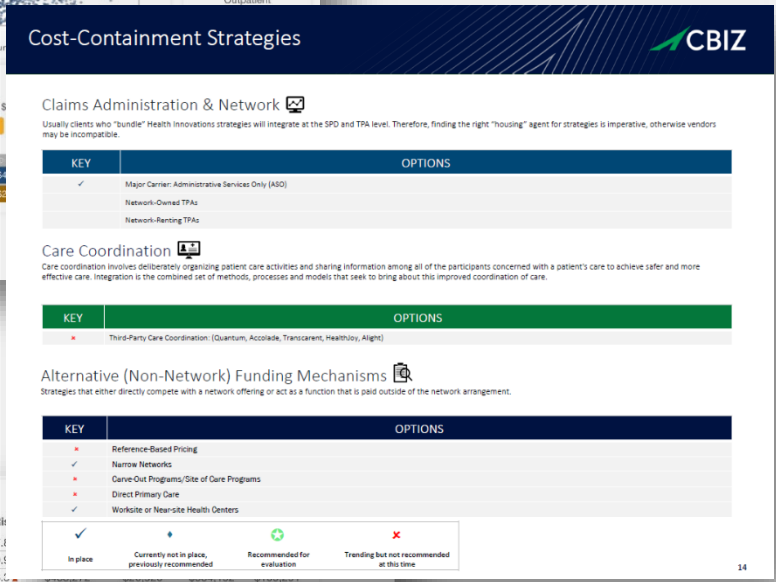
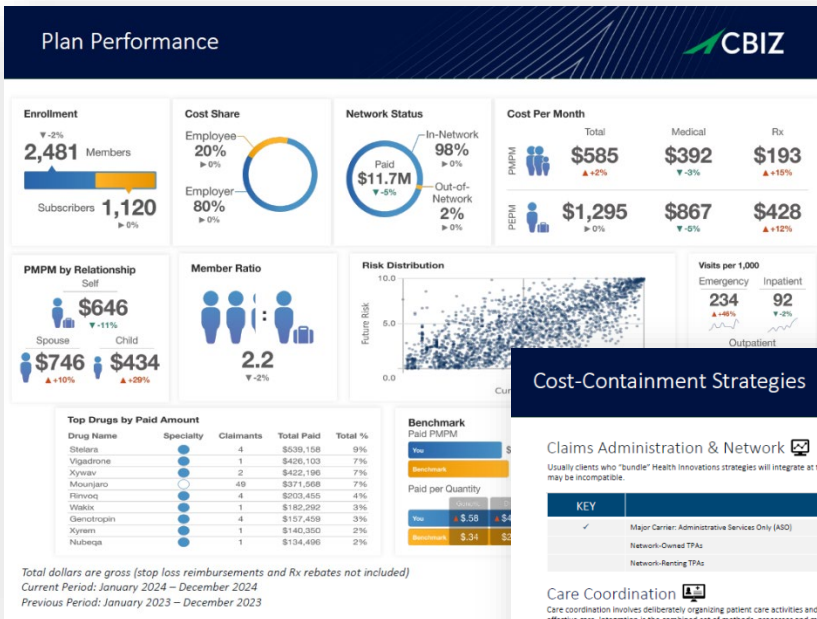


Table of Contents	
1	Plan Review & Financial Performance
2	Strategic Plan
3	Employee Experience
4	Wellbeing
5	Compliance
6	Appendix
Meeting Goals	
- Review current state and prior plan performance - Review trends and strategic goals - Discuss vendor relationships and any areas of concern - Confirm strategy for 2026 and beyond	

Exhibit I

CBIZ Data Analytics Solution



Top High Cost Claimants

Age	Gender	Relation	Primary Diagnosis	Enrolled	Risk
64	Female	Self	Encounter for antineoplastic chemother...	●	7.1
6	Female	Child	Other specified congenital deformities...	●	9.1
51	Male	Spouse	Sepsis, unspecified organism	○	8.1
24	Female	Child	Encntr for gyn exam (general) (routine...	●	7.1
41	Male	Self	Encounter for antineoplastic immunothe...	●	8.4
15	Female	Child	Prader-Willi syndrome	●	9.6
9	Female	Child	Neuromuscular scoliosis, thoracolumbar...	●	9.9
59	Female	Spouse	Liver cell carcinoma	●	10
64	Female	Spouse	Malignant neoplasm of rectum	●	6.8



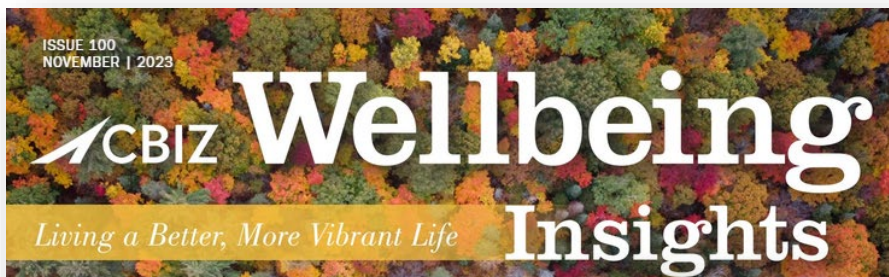
High Risk Members

Age	Gender	Relation	Risk	HCC Prev/Curr	Current Cost	Future Cost
9	Female	Child	10.0	●	\$280.4K	\$50K-100K
2	Male	Child	10.0	●	\$58.7K	\$50K-100K
57	Female	Spouse	10.0	●	\$22.7K	\$25K-60K
63	Male	Self	10.0	●	\$94.7K	\$50K-100K
90	Female	Spouse	10.0	●	\$97.2K	\$50K-100K
6	Female	Child	9.9	●	\$769K	\$50K-100K
58	Male	Self	10.0	●	\$117.8K	\$100K-175K
59	Female	Spouse	10.0	●	\$270.4K	\$100K-175K
47	Male	Self	9.9	●	\$169.6K	\$25K-60K



Exhibit J

Sample Wellbeing Resources



Embracing the Caregiving Role for Your Aging Parent

Millions of Americans will become caregivers to a sick or aging parent at some point in their lives. Many times we're thrust into this role without preparation, not realizing our parents would need assistance so soon. While it can be a rewarding journey, the caregiver role is extremely challenging and requires patience, empathy and practical knowledge to navigate the best care possible for your loved one. In this article, we'll explore essential aspects of caring for an aging parent, offering guidance and tips to make this transition smoother for you and your loved one.

Start the conversation early. In a best-case scenario, our parents are taking steps in their younger years to be as strong and financially secure as possible, leading to a retirement filled with joy, health and independence. While there are many health conditions that are unavoidable, there are lifestyle choices we can make to set ourselves up for greater success in mitigating our risk. If possible, help your parents set fitness, nutrition and health goals in an effort to maintain strength and wellbeing into their later years. If there are health warning signs or concerns your parents have been putting off addressing, encourage them to take an active role in working with their physician to correct and/or manage those issues before they worsen.

Continued on page 2

Financial Focus

Creative Budgeting for a Joyful Holiday Season

The holiday season is a time of festivities, gift-giving and making memories with loved ones. However, it's also a time when overspending can easily lead to financial stress when the holidays are over. Here are some ideas that can help you enjoy the holidays while keeping your finances in check:

Set a Holiday-Specific Budget

The first step in holiday budgeting is setting a realistic spending limit. Take a close look at your financial situation, factoring in your income, regular expenses and any other financial commitments. Once you have a clear picture, determine the amount you can comfortably allocate to holiday expenses without jeopardizing your financial wellbeing. This number will serve as your guiding light throughout the season.

shouldering the entire expense, make your events potluck-style. Invite guests to bring their favorite dishes or drinks, spreading the cost among everyone. This not only eases the financial burden but also creates a sense of sharing.

Shop Smart with Discounts & Cashback

Take advantage of holiday sales, discounts and cashback offers when shopping for gifts and supplies. Check out Black Friday and Cyber Monday deals, as well as other holiday promotions offered by retailers. Additionally, consider using cashback apps and rewards programs to earn money back on your purchases. These savings can add up quickly.

Gift Creatively

You can show your love and appreciation without breaking



Ever wonder if your morning cup of joe is helping or harming your health in the long run? Sure, caffeine is widely effective

drinks filled with sugar and other artificial flavors and additives. That said, many studies have concluded that

Exhibit K

TERMS AND CONDITIONS EXCEPTIONS

ARTICLE 10 – INSURANCE

Professional Services

Service Provider agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from an insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VIII" financial rating, unless otherwise agreed to by the City. All policies shall be on an occurrence basis unless otherwise agreed Professional Liability is Not on an Occurrence Basis, it is a Claims Made Form and cover sub-contractors and independent contractors performing work on behalf of Service Provider under this Agreement. Service Provider shall provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) shall be filed with the City prior to commencement of any work.

Professional Liability: Service Provider shall maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits -

Each Claim: \$1,000,000

General Aggregate: \$1,000,000

Commercial General Liability: The City shall be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. We will not specifically list a client as an additional insured, the policy language provides blanket additional insured under written contract.

Exhibit L

DOCUMENTS AND SIGNATURES



INDEPENDENCE ★ MISSOURI ★

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

REQUEST FOR PROPOSAL #25031-A BENEFITS CONSULTING SERVICES

ATTENTION PROPOSER – COMPLETE AND RETURN WITH PROPOSAL

Proposing Firm CBIZ Benefits & Insurance Services, Inc. Phone Number 816-945-5559
(Please print or type)

Address 700 W. 47th Street, Suite 1100 City Kansas City State MO Zip 64112

Name of Authorized Agent Debra A. Blecha Email dblecha@cbiz.com
Vice President

The only authorized source for Request for Proposal (RFP) forms, addenda, and information regarding this RFP is www.publicpurchase.com. Using RFP forms, addenda, and information not obtained from www.publicpurchase.com creates the risk of not receiving necessary information about the RFP that may eliminate your proposal from consideration.

Submit questions regarding this RFP online at www.publicpurchase.com by deadline in the RFP schedule.

Proposals shall be submitted online via www.publicpurchase.com by the date and time indicated. Paper, fax, or email responses will NOT be accepted and will not be returned to sender. Proposals are sealed in a virtual lockbox that can only be opened after the Request for Proposal (RFP) closing date and time, to maintain confidentiality of the proposal. All proposals are subject to the terms and conditions herein.

Submission of a proposal shall be deemed a firm offer and is not revocable within 120 days after response deadline.

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

Debra A. Blecha of the City of Kansas City
_____, County of Jackson, State of Missouri,

being duly sworn on her or his oath, deposes and says:

1. That I am the Vice President (Title of Affiant) of
CBIZ Benefits & Insurance Services, Inc. (Name of Proposer) and
have been authorized by said proposer to make this affidavit on the proposer's behalf;
2. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City employee is financially interested in what the proposer is offering to sell to the City pursuant to this RFP, nor is the proposer a City employee or board member whose proposal creates a conflict of interest. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit proposals or the selection of the successful proposer;
3. Proposer 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 RFP; and
4. Proposer is responsible for submitting with his or her proposal a record of any discussion with a Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any other City employee regarding this RFP; and
5. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

CBIZ Benefits & Insurance Services, Inc. (Name of Proposer)
By: Debra A. Blecha (Signature of Affiant)
Debra A. Blecha
Vice President (Title of Affiant)

Subscribed and sworn to before me this 18th day of August, 2025.



Krislin Fenner

Notary Public State of Missouri

My commission expires: 4/18/2026



CBIZ BENEFITS & INSURANCE SERVICES, INC.

SECRETARY CERTIFICATE

I, Jaileah X. Huddleston, do hereby certify that I am the duly elected and acting Secretary of CBIZ Benefits & Insurance Services, Inc., a Missouri corporation (the "Company") and that as such Secretary, I have custody of the corporate records of the Company. I further certify that the following are resolutions adopted on June 3, 2024, by the Sole Director of the Company, and said resolutions have not been rescinded, amended or modified to the date hereof:

"RESOLVED, that any duly elected Executive Vice President of the Company or any duly elected Vice President of the Company, each individually, are hereby authorized and empowered the right and authority to affix the Corporate Seal, sign and deliver in the name and on behalf of the Company, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Company's products to any purchaser, including assignments and satisfactions of any such document, and any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Company or its representatives for the sale, distribution, and servicing of its commercial products;

FURTHER RESOLVED, execution and delivery of such contracts and other ancillary documents shall constitute the legal, valid, and binding obligations of the Company."

I further certify that Nancy M. Mellard holds the office of Executive Vice President of the Company and Debra Blecha holds the office of Vice President of the Company, having been last duly elected on the 1st day of May 2024.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 4th day of June 2024.


Jaileah X. Huddleston
Secretary





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

REQUEST FOR PROPOSAL #25031-A
BENEFITS CONSULTING SERVICES

ATTENTION PROPOSER – COMPLETE AND RETURN WITH PROPOSAL

Proposing Firm CBIZ Benefits & Insurance Services, Inc. Phone Number 816-945-5559
(Please print or type)

Address 700 W. 47th Street, Suite 1100 City Kansas City State MO Zip 64112

Name of Authorized Agent Debra A. Blecha Email dblecha@cbiz.com
Vice President

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Submit questions regarding this RFP online at www.publicpurchase.com by deadline in the RFP schedule.

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AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

Debra A. Blecha of the City of Kansas City
_____, County of Jackson, State of Missouri,

being duly sworn on her or his oath, deposes and says:

1. That I am the Vice President (Title of Affiant) of
CBIZ Benefits & Insurance Services, Inc. (Name of Proposer) and
have been authorized by said proposer to make this affidavit on the proposer's behalf;
2. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City employee is financially interested in what the proposer is offering to sell to the City pursuant to this RFP, nor is the proposer a City employee or board member whose proposal creates a conflict of interest. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit proposals or the selection of the successful proposer;
3. Proposer 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 RFP; and
4. Proposer is responsible for submitting with his or her proposal a record of any discussion with a Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any other City employee regarding this RFP; and
5. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

CBIZ Benefits & Insurance Services, Inc. (Name of Proposer)
By: Debra A. Blecha (Signature of Affiant)
Debra A. Blecha
Vice President (Title of Affiant)

Subscribed and sworn to before me this 18th day of August, 2025.



Krislin Fenner

Notary Public State of Missouri

My commission expires: 4/18/2026



CBIZ BENEFITS & INSURANCE SERVICES, INC.

SECRETARY CERTIFICATE

I, Jaileah X. Huddleston, do hereby certify that I am the duly elected and acting Secretary of CBIZ Benefits & Insurance Services, Inc., a Missouri corporation (the "Company") and that as such Secretary, I have custody of the corporate records of the Company. I further certify that the following are resolutions adopted on June 3, 2024, by the Sole Director of the Company, and said resolutions have not been rescinded, amended or modified to the date hereof:

"RESOLVED, that any duly elected Executive Vice President of the Company or any duly elected Vice President of the Company, each individually, are hereby authorized and empowered the right and authority to affix the Corporate Seal, sign and deliver in the name and on behalf of the Company, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Company's products to any purchaser, including assignments and satisfactions of any such document, and any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Company or its representatives for the sale, distribution, and servicing of its commercial products;

FURTHER RESOLVED, execution and delivery of such contracts and other ancillary documents shall constitute the legal, valid, and binding obligations of the Company."

I further certify that Nancy M. Mellard holds the office of Executive Vice President of the Company and Debra Blecha holds the office of Vice President of the Company, having been last duly elected on the 1st day of May 2024.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 4th day of June 2024.


Jaileah X. Huddleston
Secretary



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute a construction contract with JM Fahey Construction Company for an amount not to exceed \$2,616,572.60, and authorizing change orders of up to ten percent (10%) of the authorized amount and/or time extensions, for the Truman Connected Phase 1 Project (No. 112102). **Approved**

Recommendations:

Council approval is recommended.

Background:

There were 2 (two) construction bids received for this project through Invitation to Bid (ITB# 25027):

JM Fahey Construction Company	\$2,616,572.60
Linaweaver Construction, Inc.	\$2,790,405.25

JM Fahey Construction Company has successfully and satisfactorily completed similar construction projects for the City and surrounding municipalities in the past. Their bid is recommended for approval of this contract. This bid has also received concurrence by the Missouri Department of Transportation.

The Truman Connected Project (No. 112102) includes, but is not limited to, the reconstruction of sidewalk, pavement marking, curb & gutter, roadway, hardscaping, and additional improvements to the roadways in the project area. Phase 1 of this project will connect the pedestrian/multimodal improvements on 24 Highway southward from the Harry S. Truman Presidential Library to the Historic Independence Square and then westward to the Englewood Arts District.

This project is eligible for up to \$2,700,000 in Surface Transportation Program (STP) and \$500,000 in Transportation Alternative Program (TAP) grant funding through the Mid-America Regional Council, with a 20% match in funding by the City (\$640,000).

This request includes a ten percent (10%) contingency for future change orders and/or time extensions.

This is a budgeted capital expense.

Emergency Justification:**Fiscal Impact:**

This fiscal impact to the City is \$2,878,229.86, including a ten percent (10%) contingency. This project is eligible for up to \$2,700,000 in STP and \$500,000 in TAP grant funding reimbursement. Funding for the Truman Connected Phase 1 Project (No. 112102) is included in the Fiscal Year 2023-2024 budget, on page number 182, in account number 112102-C-0517011-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Construction Contract - JM Fahey Construction - Truman Connected Ph. 1 - Project No. 112102
2. Official Bid Tab Summary - ITB #25027 - Truman Connected Phase 1 - Project No. 112102
3. Management Analyst Frazier Truman Connected Phase 1 Memo
4. Project Location - Truman Connected - All Phases

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December 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 JM Fahey Construction Company, 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 Truman Connected Phase 1 Project (No. 112102); 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 Two-million, Six-hundred Sixteen Thousand, Five-Hundred Seventy-Two and 60/100 Dollars (\$ 2,616,572.60) for all work covered by and included in the contract award and designated in the foregoing Article 1; payment thereof to be made in the manner provided in the general provisions hereto attached.

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

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

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

first above written.

CITY OF INDEPENDENCE MISSOURI

Party of the First Part (Owner)

By _____
Lisa Reynolds , Interim City Manager

ATTEST:

Susanne Holland, City Clerk

Party of the Second Part
(Contractor)

By _____

SEAL:

Address

ATTEST:

City & State

Corporate Secretary

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

ATTORNEY FOR OWNER:

Jeremy Cover, City Counselor

Invitation to Bid #25027 - Bid Tabulation Summary
Truman Connected Phase 1
City Project No. 112102
17-Oct-25

<u>Contractor</u>	<u>Bid Total</u>
JM Fahey Construction Company	\$ 2,616,572.60
Linaweaver Construction, Inc.	\$ 2,790,405.25



MEMORANDUM

DATE: November 17th, 2025
TO: Honorable Mayor & Members of the City Council
FROM: Andrew R. Frazier, Management Analyst
SUBJECT: Truman Connected Phase 1 Project



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 enter into an agreement with JM Fahey Construction Company for \$2,616,572.60 for the Truman Connected Phase 1 Project (City Project No. 112102). This scope of work encompasses the reconstruction of sidewalks, pavement markings, curbs and gutters, roadways, hardscaping, and other improvements to the roadways within and adjacent to the project area.

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 two bids after the project was published on the public purchase website for 30 days. Staff reviewed each firm's qualifications and selected JM Fahey Construction Company's bid of \$2,616,572.60. This bid was complete and was the lowest among the two finalists.

JM Fahey Construction Company is headquartered in Grandview, Missouri. They have submitted professional references, personnel qualifications, and a list of several past projects of similar size and scope in the surrounding metro area. Additionally, they provided certificate documentation of authority to do business in Missouri, an OSHA Safety Program affidavit, and a bid bond.

City staff have provided me with all relevant documentation related to the bidding process, including verification of all actions taken. I find this agreement satisfactory, and all parties have fulfilled their obligations in accordance with the requirements.

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



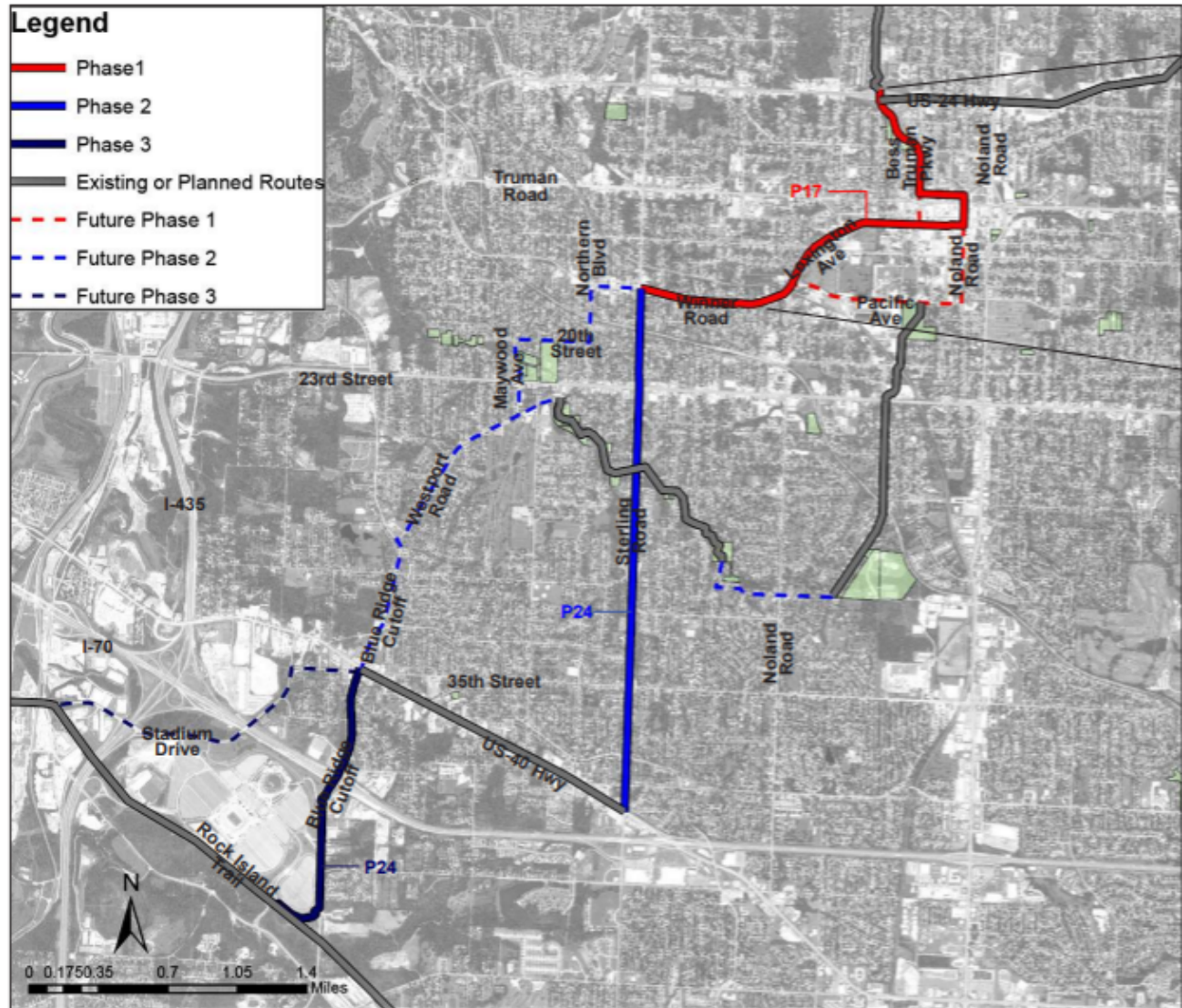
Respectfully,

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

Andrew R. Frazier, MPA,
Management Analyst

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

Project Location: Truman Connected - Project No. 112102 - Multiple Phases



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve Purchase Order Change Order #1 to a contract (PO #25000708) with Brotcke Well and Pump, Inc., for a new contract total of \$735,593.63, and authorizing change orders of up to ten percent (10%) of the authorized amount, to finalize repairs to the water supply wells at the Courtney Bend Water Treatment Plant. **Approved**

Recommendations:

Council Approval is recommended.

Background:

On 11/4/2024, the City Council approved a contract (PO #25000708) in the amount of \$640,281 with Brotcke Well and Pump, Inc. to rehabilitate, maintain, and repair five of the water supply wells at the Courtney Bend Water Treatment Plant. A change order of \$95,312.63 is requested to complete this project.

Near the completion of this project, it was discovered that Well #2 had a hole in the screen. If not repaired, this would allow gravel pack and sand to enter the well, causing significant degradation to both water quality and quantity. The failure of a well motor requiring replacement was also discovered during this project.

This change order request breaks down as follows:

Original Purchase Order Total:	\$640,281.00
Change Order #1:	\$ 95,312.63
New Purchase Order Total:	\$735,593.63
New Contingency Total:	\$ 73,593.36

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

This is a budgeted operating expense.

A ten percent (10%) contingency for future minor change orders is included in this request.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$809,186.99, including a ten percent (10%) contingency. Funding for the rehabilitation, maintenance, and repair of five of the water supply wells is included in the fiscal year 2025-2026 Budget, page 188, account number (0404815-5212) in Other Maintenance Services.

Council Action:

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

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Brotcke Quote for additional services - Well No. 2 - PO#25000708



September 23, 2025

Mr. Zachary Dean
City of Independence
14700 Cement City Road
Sugar Creek, Missouri 64058

RE: Well No. 2A

Dear Zach,

When our crew pulled the pump in Well No. 2A we found the well depth to short by 6 feet. When airlifted out it was found to be clean gravel pack. The subsequent television survey found no visible holes but the area at the top of the well screen in the steel casing was very black and difficult to see any sort of hole or holes. In the past we have run across issues where gravel pack entered the well during initial construction and was never removed. Since this was very clean gravel pack, we thought this could be the case with Well No. 2A. During our initial pumping with the submersible test pump the well pumped a substantial amount of fine silty sand. To verify where this material was entering the well, we pulled the test pump from the well and wire brushed the dark area of the casing just above the well screen, then performed another TV inspection. At this point, not see anything obvious, we installed the test pump behind the camera to try to find the exact source of the sand. This proved to be difficult as the well could not produce enough water to keep the pump from breaking suction with the pump set at 60 feet. We then lowered the pump to around 103 feet and sand was entering from above this point. The pump was then moved up along with the camera while pumping the well. With the camera and pump near the top of the screen we were able to see sand coming in above the screen, until the pump broke suction again. Based on this information and the video of the weld joint between the stainless steel well screen and carbon steel casing appears to be the source of sand.

To correct the sand pumping issue, we are proposing two options. The first option would be to install stainless steel swage liner, 3 feet long from about 6" into the top of the screen going up into the 26" casing. This swage liner would have a neoprene backing material to seal create a seal to the steel casing. The second option would be to install a complete screen and liner casing. The second option would address any future issues with the existing screen or well casing.

Option I – Stainless steel swage liner

- Set up and swage in place a stainless steel 12-gauge liner starting about 6" into

PO Box 1168, 750 Merus Court, Fenton, Missouri 63026
ph 636-343-3029 • ph 800-969-3029 • fx 636-343-3773

Visit us at www.brotcke.com

screen up into the casing.

- Perform a video inspection to verify placement.

Lump Sum\$47,050.00

Option II – 20" Liner with stainless steel screen

- Set up at well and install 50 feet of Johnson stainless steel well screen and 20" steel casing to the surface.
- Place filter pack of Johnson Screen glass beads as a filter pack from the bottom up to 25 feet below the surface.
- Grout the annular space between the existing 26" casing and 20" liner pipe from 25 feet below grade to the top.

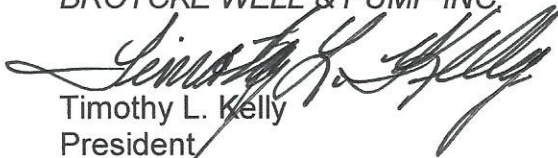
Lump Sum\$71,974.00

The additional costs to install, pull and reinstall the test pump along with wire brushing and televising the well two additional times is **\$24,552.00**. These investigation costs are not included in the pricing quoted in options I and II.

Option I could be completed in about 2 to 3 weeks. Option II will require about 6 to 8 weeks to complete due to shipping of the new well screen.

If you have any questions or would like us to proceed with the repairs please do not hesitate to contact us.

Respectfully submitted,
BROTCKE WELL & PUMP INC.



Timothy L. Kelly
President

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve Change Order #1 on a contract (PO #2600038) with Davenport Construction, for a new contract amount not to exceed \$210,000, and authorizing change orders of up to ten percent (10%) of the authorized amount, for street repair services. **Approved**

Recommendations:

Council approval is recommended.

Background:

On June 16, 2025, the City Council approved a pricing agreement and expenditures with Davenport Construction to provide these services in fiscal year 2025-2026. The original estimation for expenditures by the Stormwater Maintenance Division for this fiscal year was \$120,000. In the first quarter of this fiscal year, the Stormwater Maintenance Division has completed 17 infrastructure repairs, which impacted the roadway, compared to a total of 27 similar projects in the entirety of fiscal year 2024-2025. A purchase order change order for a new contract totaling \$210,000 is being requested to accommodate the higher volume of repairs and provide funding for these services for the remainder of this fiscal year.

This change order request is as follows:

Original Purchase Order:	\$120,000
Change Order #1:	\$ 90,000
New Purchase Order Total:	\$210,000
New Contingency:	\$ 21,000

Asphalt repairs are necessary due to damage to streets and roadways caused by system restoration activities.

A ten percent (10%) contingency for additional change orders is included in this request.

This is a budgeted operating expense.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$231,000, including a ten percent (10%) contingency. Funding for street repair services as an operating expense for the Stormwater Maintenance Division of Municipal Services is included in the fiscal year 2025-2026 budget, on page number 170, in account number 0135262-5226 - Professional Services.

Council Action:

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

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

None

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve the issuance of a Purchase Order to Motorola for four (4) MCC7500E Dispatch Consoles for the Police Department in the amount of \$419,697.00. **Item passes 6-0**

Recommendations:

Council approval is recommended.

Background:

The Independence Police Department is expanding the capabilities of the Communications Center to enhance capacity for large-scale operations, and to accommodate backup and emergency operations for partner agencies. The department will be adding four (4) Radio Console positions to the existing 9-1-1 workstations, along with backup communications radios. When completed, the Independence Communications Center will have the capability to host outside partner agencies for 9-1-1 operations in the event those agencies lose their Comm Centers.

All equipment requested for purchase is Motorola proprietary equipment and must be purchased and installed by Motorola. The proposal from Motorola is based on the State of Missouri Contract #MT250038001, and includes all necessary equipment, integration with ASTRO 25 Network, and 12 months of warranty support upon the date of system acceptance. Funding for this project is coming from the Jackson County 9-1-1 Tax Fund, which designated a total of \$469,181.00 for the Independence Police Communications Center, and which was authorized for acceptance and appropriation by the City Council in July 2025 on Ordinance No. 19692.

Post-warranty services for years 2 through 6 are also outlined in Motorola's proposal. The service for year 2 will be \$21,713.00, and the cost will increase 4 percent each year thereafter. These services will be added to the City's existing services Contract USC000004324 and will need to be included in the annual radio system budget request.

Approval of this item shall authorize change orders up to an additional ten (10) percent of the budgeted amount for this service, provided funding is available.

Emergency Justification:**Fiscal Impact:**

The total fiscal impact to the City for this fiscal year will be \$419,697.00. Funding for this expense was authorized by City Council on Ordinance No. 19692, and was appropriated to the

Police Department's Grant Fund 0154550-5405-911TX. Future years of warranty service for this equipment will be included in the future annual budget submissions for the City's radio system.

Council Action:

Department / Contact	Police Department /
---------------------------------	---------------------

REVIEWERS

Dennea Leap
Jason Petersen
Doug Brinkley
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Motorola proposal PS-000202502
2. State of Missouri MT250038001 Contract.cleaned



MOTOROLA SOLUTIONS

Firm Proposal

INDEPENDENCE POLICE DEPARTMENT

MCC7500E Dispatch Console

PS-000202502

October 29, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola.

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PS-000202502

Motorola Solutions, Inc.
500 W. Monroe St.
Chicago, IL 60661

October 29, 2025

Deputy Chief Jason Peterson
Independence Police Department
jpetersen@indepmo.org
816-325-7334
223 N. Memorial Drive
Independence, MO 64050

Re: MCC7500E Console Add On

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to provide the following firm proposal for the City of Independence, MO to add QTY 4 MCC7500E Dispatch Console equipment and services.

As the leading provider of mission critical public safety communications in the State of Missouri and throughout the United States, Motorola Solutions understands the daily operations and challenges that first responders face.

This proposal is subject to the terms and conditions included in the Missouri State Contract #MT250038001. The pricing will remain valid until December 22, 2025. The City of Independence may accept this proposal by returning a copy of the proposal signed by an authorized signatory.

We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship and partnership with the Independence Police Department by implementing this project. Questions or inquiries may be addressed to your Customer support Manager, Keith Antoff, at 816-518-0129 and michael.skaltzky@motorolasolutions.com.

Sincerely,

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Section 1

SYSTEM DESCRIPTION

MCC 7500E Dispatch Console

Motorola Solutions, Inc. (Motorola) proposes our MCC 7500E dispatch console to provide Independence Police Department with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides INDEPENDENCE PD with sophisticated network management and easy migration to future capabilities.

1.1 Dispatch Console Configuration

The proposed console will interface seamlessly with INDEPENDENCE PD's ASTRO® 25 system.

The proposed solution offers INDEPENDENCE PD One (1) dispatch position.



Figure: MCC 7500E Dispatch Position provides a familiar GUI, and advanced features.

The table titled "Dispatch Locations" outlines the number of consoles and their location.

Table: Dispatch Locations

Number of Operator Positions	Location Name
1	Independence P.D.Dispatch Center

1.1.1.1 Embracing Interoperability and Integration

When a situation requires coordination between multiple agencies, the proposed dispatcher can patch together Mutual Aid radios and required subscribers on the ASTRO 25 system (see the figure titled "Mutual Aid Components").

Incident conversations are seamless from the moment of the patch initiation and record like any talkgroup conversation within the Land Mobile Radio (LMR) network. The dispatcher can also participate in and monitor conversations for the duration of the incident, as necessary.

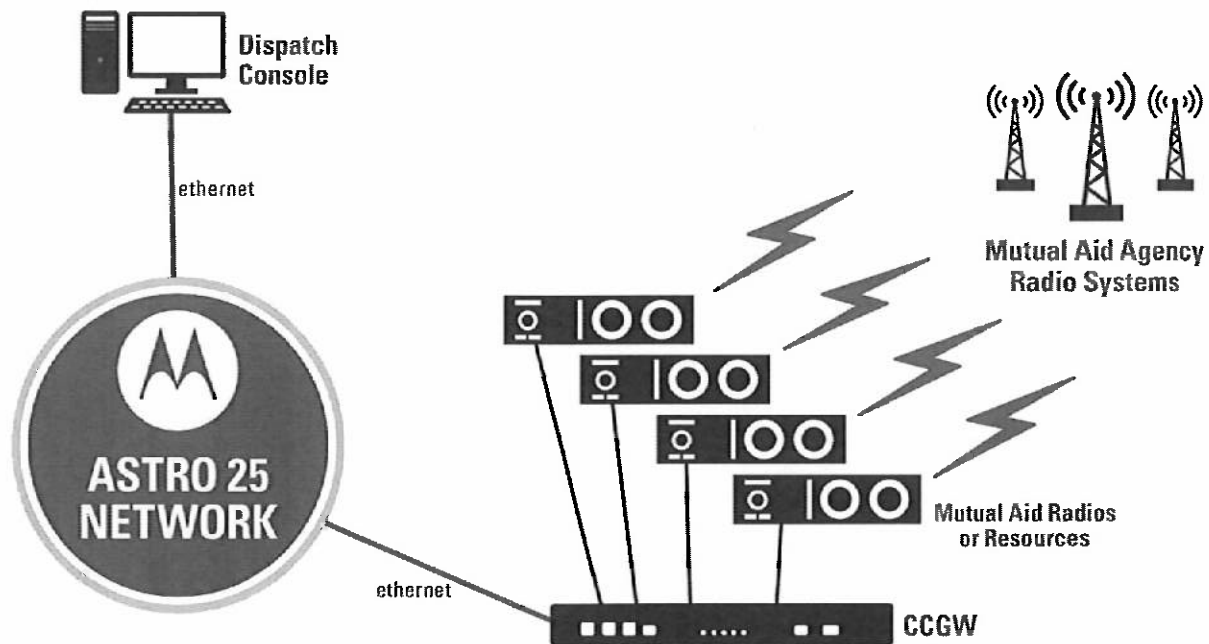


Figure: Mutual Aid Components - Mutual Aid agency radio systems connect to the ASTRO 25 network through a CCGW.

1.1.2 Integration with the ASTRO 25 Network

The proposed dispatch console seamlessly integrates into INDEPENDENCE PD's ASTRO 25 system without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to INDEPENDENCE PD. The physical space to accommodate the proposed console is comparable to that required for a personal computer.

The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

1.2 Making Consoles Easy to Operate

Motorola's proposed consoles are optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

1.2.1 Customizable Dispatch Interface

The proposed console provides dispatchers with a customizable graphical user interface (GUI) for increased user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of Auxiliary I/Os can be easily interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

1.2.1.1 Elite Dispatch Graphical User Interface

The proposed Elite Dispatch GUI is an enhanced version of Motorola's Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for dispatchers. For new users, the graphical icons and customization options make the proposed console GUI easy to learn and operate.

1.2.1.2 Inbound Event Display

For those users who prefer a call-based GUI, the proposed console supports the Inbound Event Display (IED) GUI. The IED GUI displays incoming radio events in a queue format. The dispatcher can manage and respond to these events directly from the queue.

Filtering and sorting features are available to allow the information in the queue to be tailored to the needs of the dispatcher. The console can be configured to operate in "quiet mode" when using the IED GUI. This is well suited to customers who operate in a Request-To-Talk (RTT) environment.

1.2.2 Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources.

This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

1.2.2.1 Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi-Select).

1.2.2.2 Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

A safety switch is available, which prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/Os and preprogrammed pages, as well as Instant Transmit switches.

1.2.2.3 Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.

1.2.2.4 Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.

- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

1.2.2.5 Controlling Network Audio

Dispatchers can control audio on the ASTRO 25 network. The dispatcher can enable or disable radio users to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch position.

1.2.3 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between INDEPENDENCE PD's dispatch and first responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

1.2.3.1 Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

1.2.3.2 Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

1.2.3.3 Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/ Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

1.2.4 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

1.2.4.1 Setting up a Standard Patch

Patches are supported between trunked resources and/or conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. In a patch between trunked resources, patched radio users with displays see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

1.2.4.2 Predefined Patches

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).

1.2.5 Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between the dispatch position and radio users or other dispatchers.

1.2.5.1 Automatic Prioritization of Calls

Calls on the dispatch position are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, take priority over general or patch transmissions.

Multiple dispatchers can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system. With the Network Manager Client installed, supervisors can disable and enable dispatch console functionality as needed.

1.2.5.2 Manual Prioritization of Calls

System Access Priority Select allows a dispatcher to prioritize trunked resources on the system as either normal or tactical. A dispatcher can change the priority of a trunked resource to tactical to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical.

When the System Access Priority Select status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

1.2.5.3 Using the Multi-Select Feature

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

1.2.5.4 Standard Call Indications

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

1.2.5.5 Call Alerting

A dispatcher can use Call Alert to page an unattended radio or dispatch position through a series of beeps and an indication of the sender's ID. When available, the radio user or dispatcher sees the unit ID of the calling dispatch console or radio ID and is able to return the call.

Additionally, a Call Alert can trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash. The dispatcher can even send a Call Alert to a user who is involved in voice and data communications over the network.

1.3 Protecting Consoles and Communications

The console enables end-to-end encryption from the dispatcher to the ASTRO 25 network, so that INDEPENDENCE PD's communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals.

1.3.1 Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

1.3.2 Secure Communications at the Console

The console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to-end between the radio user to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.

1.3.3 Securing Communications at the Logging Recorder

Not only are realtime communications encrypted, encryption extends to call logging to ensure that even recorded communications are not vulnerable to retrieval by unauthorized people. The AIS can support different encryption algorithms simultaneously.

Like the dispatch console, the AIS also requires a valid radio system user account name and password be entered and validated by the radio system's network manager before it allows access to recorded information. A user can access only the recordings for which the user has access rights. This enables agencies to keep their logs private from other agencies on the same system.

1.3.4 Key Storage

The key material for performing audio encryption and decryption is stored locally on the MCC 7500E Dispatch Console, either in the USB HSM hardware device or in a software key file. This key material is also associated with a Common Key Reference (CKR), so that the appropriate key can be selected for a given talkgroup or a special call type.

1.3.4.1 Software Key Management

There are 4 methods for loading keys into the MCC 7500E Dispatch Console:

- Using the Key Variable Loader (KVL) to generate a software key file.
- Over the Ethernet Keying (OTEK) with the Key Management Facility (KMF).
- Using the KMF to generate a software key file.
- Utilize the Motorola Key File Creation Tool to create a key file.

1.3.4.2 Hardware Key Management

In Hardware Key Management, the encryption keys are stored on a CRYPTR2 hardware device, which is connected to the MCC 7500E Dispatch Console.

There are three methods for loading keys into the CRYPTR2:

- Manual key loading using the Key Variable Loader (KVL).
- Over the Ethernet Keying (OTEK) with the Key Management Facility (KMF).
- "Store and Forward" with the KMF and KVL.

1.3.4.3 Key Management Software

Encryption Key file management can be updated via manual entry with the Motorola Key File Creation Tool provided with the Application CD. Updates to Key files are transferred over user-preferred media and placed into a reserved directory on the hard drive. Over-the-Ethernet-Keying (OTEK) is not supported with Key Management Software.

1.4 Incorporating Console Configuration and Management

The proposed console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define exactly which resources are available and how they are presented to the dispatcher. This provides INDEPENDENCE PD with a single point for configuring and managing the entire ASTRO 25 system. Changes are automatically distributed throughout the system.

This centralized approach saves valuable time and effort for system administrators and technicians and reduces the errors that can occur when radio IDs and other data are entered at multiple locations. In addition, call traffic and performance reports for each dispatch position can be generated from the system's network manager, enabling administrators to quickly and easily ensure optimal effectiveness and efficiency.

1.5 Dispatch Console Solution Components

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.5.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled "MCC 7500E Dispatch Position." The following list describes the components included in the proposed configuration.

THE MCC 7500E DISPATCH CONSOLE

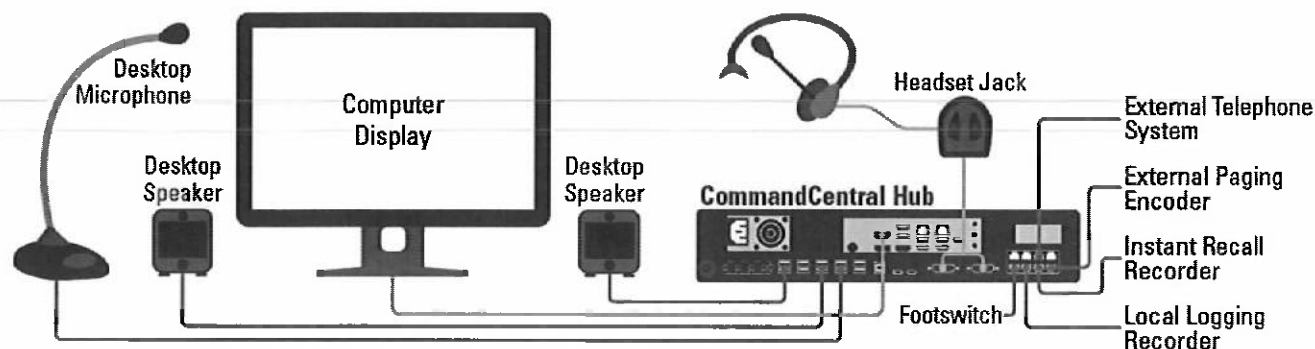


Figure: MCC 7500E Dispatch Position supports multiple accessories.

1.5.1.1 Computer Display

The dispatch position will use a 19" Computer Display with TouchScreen.

1.5.1.2 Computer Display

MOTOROLA will provide (1) one 19" touchscreen display for each dispatch console.

1.5.1.3 B1956 CommandCentral Hub (CC Hub)

The CommandCentral Hub (Hub) supports the MCC 7500E dispatch client as an alternative to the USB AIM which is being phased out due to supply chain limitations. The 13 port USB Hub contains a number of analog inputs and outputs for connecting various peripheral devices as well as a workstation class computer motherboard. This eliminates the need to purchase an external PC when using the Hub. Each Hub supports one MCC 7500E dispatch client.

The PC that is internal to the CommandCentral Hub will be programmed with a Microsoft Windows based operating system (OS) image developed for the MCC 7500E application.

The hub not only provides the computing platform for the dispatch client but also USB and analog interfaces for the various peripheral devices that can be connected to a dispatch client.

1.5.1.4 Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

1.5.1.5 Desktop Speakers

(3) Three audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

1.5.1.6 Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

1.5.1.7 Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

1.5.1.8 Purpose-built USB Microphone

Can be used in place of the Gooseneck microphone; connects via USB to the PC.

1.5.1.9 Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

1.5.1.10 Telephone Headset Interface Port

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and a telephone system.

1.5.1.11 Redundant Ethernet Connection

The optional redundant Ethernet connections increase MCC 7500E console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted.

1.5.2 MCC 7500E Dispatch Console Telephony

The MCC 7500E Dispatch Console Telephony is a scalable solution designed for centers with a few lines for call center-style operations. Console telephony is highly customizable, with a robust feature set including features such as global and local phone books, speed dials, call transfer and patching of phone lines to radio resources. Its seamless integration into the MCC 7500E dispatch position makes managing radio and telephony easy and simple.

1.5.3 Enhanced Instant Recall Recorder (IRR)

The optional MCC 7500E Enhanced Instant Recall Recorder allows the dispatch operator to replay various types of audio. Functionality provided includes filtering, sorting, speed control, AGC, noise reduction, waveform display and a highly configurable screen display.

The Enhanced IRR also provides four additional recording sources: speaker, telephony, and recording from up to two analog ports on the PC.

1.5.3.1 IRR Features

The below list is a summary of some of the features available with the Enhanced Instant Recall Recorder application:

- Configurable Options, including recording sources, playback location, storage location, export and save outside of IRR, and purge audio on shutdown
- Audio Source Folder Tabs
- Save Calls as Wav File
- Stay Top Option
- Compact Mode
- Expand and Collapse Sections of IRR
- Manage Detail Columns in IRR Call List
- Filter Calls in IRR
- Sort Calls in IRR
- Rewind and Fast Forward Calls in IRR
- Change Playback Speed
- Adjust or Mute Playback Volume
- Improve Playback Audio Quality
- Automatic Gain Control
- Sound visualization (Waveform)

1.6 MCD 5000 Deskset

The MCD 5000 Deskset System is a powerful and easy-to-deploy VoIP solution that enables connection with and control of remote two-way radios. IP technology provides the flexibility to quickly install the MCD 5000 wherever needed, making it ideally suited for geographically dispersed operations such as dispatch centers, call monitoring centers, and back-up sites.



Figure: MCD 5000 Deskset

Each MCD 5000 Deskset connects to a single radio device and allows independent control of that radio resource for the dispatch operator. Standard features and benefits of the MCD 5000 include the following:

- **Ergonomic Design Features** – The MCD 5000 Deskset is ergonomically designed with an intuitive layout and an adjustable viewing angle for daily use. The large and easy-to-read color LCD screen provides at-a-glance access to critical information, such as messages, channel status and names, and emergency and user IDs. Programmable softkeys can be customized to the unique needs of users for quick control of the standard functions of each radio.
- **Digital Control Link** – The digital control link emulates the buttons and display of the radio it is connected to, allowing desktop users to perform all the functions of a radio control head through the deskset. The unit includes outputs for connection to dispatch logging recorders.
- **Configuration and Reporting Tools** – The MCD 5000 Deskset offers various tools to enhance functionality. The configuration tool allows remote use from anywhere on the network or for a local user with an Ethernet connection to provide timely support and save on travel time and costs. Remotely run reports can perform queries from information users need to make real-time decisions. Additional supervisor reporting tools can be added to monitor each MCD 5000 Deskset System, which can be used to enhance training efforts and operational efficiencies.

- Operate up to Four Radios from One Deskset- The MCD 5000 can operate one radio at a time. By adding an MCD 5000 Radio Gateway Unit (RGU), the deskset can control up to four radios, expanding communications and coordination efforts for radio users.

1.7 APX All-Band Consolelette

The APX All-Band Consolelette provides a low-cost, mid-power wireless dispatch solution as an ideal complement to a modern P25 dispatch center. Equipped with leading edge P25 Phase 2 TDMA technology and multi-band interoperability, the APX All-Band Consolelette can also be used as an emergency backup station when infrastructure is offline, or for wireless access to different system types for increased interoperability between agencies.



APX All-Band Consolelette

The APX All-Band Consolelette's P25 operation and compatibility with legacy systems ensures that communications are clear, continuous, and coordinated across multiple users, agencies, and systems. The durable robust metal housing provides durability and allows for easy servicing, while the integrated front panel numeric keypad allows fast access to radio controls. In addition, optional features and benefits of the APX All-Band Consolelette include:

- Optional Multi-Band Operation in One Radio – The APX All-Band Consolelette delivers the convenience of three radios in one while maintaining APCO TIA receiver specifications. With the APX All-Band, personnel can use one consolette to communicate and provide dispatch operations across multiple digital and analog networks that operate in any three of the following frequency bands: 700 MHz, 800 MHz, VHF, and UHF (R1/R2).
- Meets Radio Users' Needs – The APX All-Band Consolelette is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging, Over the Air Rekeying (OTAR), and Enhanced Encryption Software Options. It is also capable of Extended Dispatch Operation including: Emergency Alarm ACK Encode, Radio Inhibit/ Uninhibit Encode, Radio Monitor Encode, Radio Check Encode, Status Query Encode, Status Query Response Decode, Status Update Decode, and Message Update Decode.

1.8 Assumptions

Motorola Solutions has identified the following assumptions and responsibilities during the development of the system's technical and service design for this budgetary estimate. These are based upon our understanding of INDEPENDENCE PD's system requirements and the services to be provided.

Motorola Solutions has documented these assumptions and responsibilities to avoid ambiguities, and ensure that we share a common understanding of all conditions and responsibilities. As part of the process leading to a final system design and implementation plan, we welcome INDEPENDENCE PD's comments and suggested changes to the identified assumptions and responsibilities.

SOLUTIONS DESIGN ASSUMPTIONS AND CLARIFICATIONS

Motorola Solutions has made the following design and implementation assumptions in the development of this budgetary estimate:

- Unless specifically stated otherwise herein, this solution does not address modifications, upgrades to your existing MCC7500 Consoles or repairs to any existing equipment; site civil work; tower construction; or other building installations or renovations that may be required to prepare the sites for equipment installation.
- Motorola is assuming headsets will be used as the primary method to transmit and receive audio within the Dispatch Center. The MCC7500 and MCC7500e have a slight timing difference when receiving radio traffic and could cause an echo effect on consoles without headsets.
- All existing sites or equipment locations will have sufficient floor and rack space available for the Motorola provided/described equipment.
- All existing sites meet R56 standards for grounding.
- Any site/location upgrades or modifications are the responsibility of INDEPENDENCE PD or the site owner.
- The existing system is certified design and at ASTRO System release 2024.1.
- All existing sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the system described.
- The existing backup power source at the dispatch site is capable of handling additional equipment proposed. No new/additional backup power is included for the dispatch site.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment, are the responsibility of INDEPENDENCE PD.
- Customer will use existing KVL for keyloading consoles, no new KVL/keyloader is included
- Antenna ports are available in the control station combiner for the new APX Consolette
- Rack space and power is available for the APX Consolette

Section 2

EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0323A	ASTRO MASTER SITE
1	CA03517AE	ADD: CORE EXPANSION
1	UA00674AA	ADD: 1 CONSOLE OP: AXS, MCC7500/E OR AIS
1	B1949A	MCC 7500E SOFTWARE DVD
1	B1948A	SOFTWARE LICENSES, MCC7500E DISPATCH POSITION
4	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
4	UA00653AA	ADD: BASIC CONSOLE OPERATION LICENSE
4	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION LICENSE
4	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION LICENSE
4	UA00658AA	ADD: SECURE OPERATION LICENSE
4	UA00659AA	ADD: ADP/AES/DES-OFB SOFTWARE ALGORITHMS
4	UA00661AA	ADD: ENHANCED IRR OPERATION LICENSE
4	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
4	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
4	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
4	CA03547AA	ADD: BRACKET, MOUNTING 2RU
4	CA03583AA	ADD: FOUR CABLES, POWER 24VDC
4	CA03572AA	ADD: CABLE RETENTION BRACKET
4	B1958A	USB HSM FOR MCC AND AXS
8	B1913A	MCC SERIES HEADSET JACK
4	B1951B	DISPATCH DESKTOP MICROPHONE, USB
4	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
12	B1952B	DISPATCH DESKTOP SPEAKER, USB
12	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
4	L3226A	COMPUTER MOUSE, CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
4	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
4	RLN6098A	HDST MODULE BASE W/PTT, 15 FT CBL
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
4	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
4	DSEV191B	TECH GLOBAL EVOLUTION SERIES 19INCH WITH TOUCH
5	T8742A	MCAFFEE FOR WINDOWS CLIENT, A2019.2 +PLUS
5	T8806A	WINDOWS SUPP. TRANSPARENT, A2022.1

IMPLEMENTATION STATEMENT OF WORK



Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

1	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
1	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
1	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
1	B1951B	DISPATCH DESKTOP MICROPHONE, USB
1	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
1	B1952B	DISPATCH DESKTOP SPEAKER, USB
1	CA03412AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
6	L37TSS9PW1CN	ALL BAND CONSOLETTES CN
6	G90AC	ADD: NO MICROPHONE NEEDED APX
6	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM
6	GA00469AA	SOFTWARE LICENSE ENH:EXTENDED DISPATCH APX CONSOLETT
6	CA01598AB	ADD: AC LINE CORD US
6	G51AT	SOFTWARE LICENSE ENH:SMARTZONE
6	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU
6	G843AH	ADD: AES ENCRYPTION AND ADP
6	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX
6	QA09113AB	ADD: BASELINE RELEASE SW
6	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION
6	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX
6	GA05508AA	DEL: DELETE VHF BAND
6	GA05509AA	DEL: DELETE UHF BAND
6	HKN6233C	MOBILE RADIO APX CONSOLETTES RACK MOUNT KIT
6	HKVN4865A	SOFTWARE LICENSE MCD5000 AND DOCUMENTATION
3	F2380A	MCD5000 DESKSET
3	FHN7469A	MCD5000 DESKSET/RGU POWER SUPPLY W/USAPOWER CORD

Section 3

IMPLEMENTATION PLAN

3.1 Overview

Motorola Solutions' approach to successfully implementing Independence Police Department project will control risk, schedule, and costs from contract signing through post-implementation.

For Independence Police Department system implementation, Motorola Solutions will bring together a local team of engineers, system technologists, subject matter experts, and qualified subcontractor personnel, all under the direction of an experienced Project Manager who will have overall responsibility for the project. The combined strengths of the Motorola Solutions' project team will enable us to successfully balance Independence Police Department project schedule and technical requirements. Motorola Solutions' project team for Independence Police Department implementation will include, but may not be limited to, the key personnel listed in Table 3-1 below.

Table 3-1: Motorola Solutions Project Team

Project Team Member	Core Competencies
Customer Support Manager	Manages the entirety of the project from start to completion, as defined in the contract. The Project Manager will be the single point-of-contact for all items related to the contract and will serve as the official communication between Independence Police Department Project Manager and Motorola Solutions.
Factory Service Organization Team	Ensures the technical integrity and functionality of the system design. The Field Service Engineer will serve as the technical point-of-contact for Independence P.D..
Factory Service Organization Team	Tests and optimizes the system to ensure it performs as designed. The System Technologist leads a team of technologists responsible for planning, installing, configuring, testing, and cutover efforts, while also providing diagnostic and troubleshooting expertise for the operational system.
Account Manager	Addresses the needs that arise from daily operations, as well as issues resulting from system implementation.
Customer Support Manager	Coordinates support resources, such as issue resolution and escalation, to ensure optimal quality-of-service (maintenance) delivery.

The project team will work with Independence Police Department personnel to establish a project schedule that tracks tasks, milestones, start-end dates, predecessors and critical path, and owners

based on a Work Breakdown Structure (WBS). The project schedule will guide the implementation through each phase, as shown in Figure 3-1.



Figure 3-1: Work Structure Breakdown Diagram

3.2 Kickoff/Design Review

Shortly after executed contract, Motorola and Customer shall schedule a detailed design review at Customer provided meeting location. Motorola shall present in detail all documents and services described to support this solution. Any mutually agreed changes to the originally contracted design shall be captured via change order. Motorola will be responsible for updating applicable documents, pricing, etc. as required for final Customer approval. The design shall be final or 'locked down' upon completion of this meeting.

3.3 Project Schedule

The project schedule will be dependent upon receiving all equipment and will begin upon receiving all the equipment.

3.4 Change Orders

Change orders can be initiated by either Party and within the general scope of the awarded contract agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Implementation schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written, jointly signed change.

3.5 Acceptance Test Plan

System Acceptance of the proposed solution will occur upon successful completion of a Functional Test of each console will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that Independence Police

Department solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities.

3.6 Motorola Solutions Warranty Support

Motorola Solutions will provide Independence Police Department with a suite of system support and services designed to maximize network uptime during the warranty. This warranty will begin on the date of system acceptance, and will continue for 12 months from that date on a 24/7 basis. During this time, Motorola Solutions will repair any unit or component of the communications system that becomes defective through normal use or that fails because of defective materials or workmanship, without charge to Independence Police Department.

MOTOROLA 1st YEAR WARRANTY SUPPORT

Motorola's standard commercial warranty covers on-site response during normal business hours and provides for the repair or replacement of defective hardware components.

As an uplift to our standard commercial warrant for the console equipment, Motorola has proposed five (5) additional years of the Advanced Plus Service package as part of this solution as an extension of the aforementioned standard commercial warranty services.

IMPLEMENTATION STATEMENT OF WORK

3.7 Responsibility Matrix

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Independence P.D.
PROJECT INITIATION		
Contract Finalization and Team Creation	Motorola Solutions	Independence P.D.
Execute contract and distribute contract documents.	X	X
Assign a Customer Support Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration	Motorola Solutions	Independence P.D.
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).		X
Deliverable: Completed and approved project milestones throughout the project.	X	
Project Kickoff	Motorola Solutions	Independence P.D.
Introduce team, review roles, and decision authority.	X	
Design Review	Motorola Solutions	Independence P.D.

Present the system design and operational requirements for the solution.	X	X
Present installation plan.		
Review safety, security, and site access procedures.	X	X
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Review finalized design based upon contract, along with any relevant Change Order documentation.	X	
SITE PREPARATION AND DEVELOPMENT	X	
Site Access	Motorola Solutions	Independence P.D.
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		
Independence: Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		
Site Planning	Motorola Solutions	Independence P.D.
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	X
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		
Deliverable: Information and permitting requirements completed at each site.	X	X
General Facility Improvements	Motorola Solutions	Independence P.D.
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X

Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Deliverable: Sites meet physical requirements for equipment installation.		X
SYSTEM INSTALLATION		X
Equipment Order and Manufacturing	Motorola Solutions	Independence P.D.
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
General Installation	Motorola Solutions	Independence P.D.
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.		
Connect installed equipment to the provided ground system.	X	X
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	X
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.	X	
Deliverable: Equipment installed.	X	
Console Installation and Configuration	Motorola Solutions	Independence P.D.
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X

Install PC workstation w/ keyboard and mouse, and monitor.	X	
Install a Command Central Hub (CCHub) and purchased peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming	X	
Perform console programming and configuration	X	
Deliverable: Console equipment installation completed.	X	
SYSTEM OPTIMIZATION AND TESTING	X	
Transition to Warranty	Motorola Solutions	Independence P.D.
Add new consoles to the customer's existing Service Contract	X	

3.8 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. Motorola will need to seek alternate solutions in the case of invalid assumptions.

- A Performance Bond is not required.
- Union Labor is not required, therefore not included in this quote.
- Prevailing Wages are not required.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
Electrician services are not included.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- Any tower stress analysis or tower upgrade requirements are the responsibility of the Customer.
- Any site/location upgrades or modifications are the responsibility of the Customer.
- Interfacing to 3rd party equipment or applications is not a part of this proposal.
- Approved FCC licensing is responsibility of Independence Police Department.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. This may include dedicated phone circuits, microwave links, or other types of connectivity.
- Portable and mobiles used for testing will be provided by Customer.
- Training is not included in this proposal.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Customer's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

Section 4

PRICING SUMMARY

Motorola is pleased to provide the following equipment and services as a part of this Firm proposal.

4.1 Equipment and Installation

Description	Price (\$)
MCC7500E Console (4) Operator Position – Includes Equipment, Systems Integration Services, and 1 st Year Warranty Support Services per Missouri State Discount	\$559,595
Missouri State Discount	(\$90,620)
Invoicing Incentive Upon Contract Signature	(\$49,277)
Grand Total System:	\$419,697

4.2 Post Warranty Services – Advanced Plus & SUAll

Post Warranty Services – Advanced Plus & MDR/EDR	Price (\$)
Post Warranty Services - Advanced Plus Year 2 - Add to contract USC000004324 Jan 1 2027	\$21,713
Post Warranty Services - Advanced Plus Year 3 - Add to contract USC000004324 Jan 1 2028	\$22,581
Post Warranty Services - Advanced Plus Year 4 - Add to contract USC000004324 Jan 1 2029	\$23,485
Post Warranty Services - Advanced Plus Year 5 - Add to contract USC000004324 Jan 1 2030	\$24,425
Post Warranty Services - Advanced Plus Year 6 - Add to contract USC000004324 Jan 1 2031	\$25,402
Total Years 2 – 6	\$117,606

****Pricing is valid until December 22, 2025 ****

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

4.3

Payment Terms

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 85% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 15% of the Contract Price due upon installation of equipment**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the Post Warranty Service Plan totaling **\$117,606**. These services will be added to your existing services contract USC000004324

Customer affirms they have signatory authority to execute this contract. The Equipment and Installation Contract price of **\$419,697** excluding taxes, is fully committed and identified, including all subsequent years of contracted services. These services will be added to your existing services contract USC000004324. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement

Section 5

Contractual Documentation

The products and services described in this proposal shall be provided under the terms and conditions stated in the State of Missouri Contract Number MT250038001.

1.1. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: City Of Independence _____
Address: PO Box 1019 _____
Phone: 816-325-7000 _____

E-INVOICE. To receive invoices via email:

Customer Account Number: 1035486762 _____
Customer Accounts Payable Email: accountspayable@indepmo.org _____
Customer CC (optional) Email: dchristianson@indepmo.org _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Independence City Of _____
Address: 223 North Memorial Drive, Independence, MO 64050 _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Independence City Of _____
Address: 223 North Memorial Drive, Independence, MO 64050 _____
Phone: 816-325-7000 _____

Customer may change this information by giving written notice to Motorola.

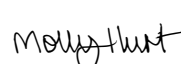
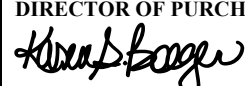
The Parties hereby enter into this contract as of the Effective Date.

Motorola Solutions, Inc.	Customer: _____
By: _____	By: _____
Name: Ramon Rocha _____	Name: _____
Title: Regional Service Manager T5S _____	Title: _____
Date: 11/10/2025 _____	Date: _____



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

SOLICITATION NUMBER STATE PURCHASE-FY-25-0038-SL	CONTRACT TITLE MOSWIN Hardware and Software Ongoing Operation and Support
CONTRACT NUMBER MT250038001	CONTRACT PERIOD February 3, 2025 through February 2, 2030
REQUISITION NUMBER RV172500266	VENDOR NUMBER 1005549 / MB00133260
CONTRACTOR NAME AND ADDRESS Motorola Solutions, Inc. 500 W Monroe Street, Ste 44 Chicago, IL 60661	STATE AGENCY'S NAME AND ADDRESS Department of Public Safety Missouri Interoperability Center 2413 E. McCarty St. Jefferson City, MO 65101
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.044, RSMo, the State of Missouri, Division of Purchasing hereby establishes Contract MT250038001 for use by the Department of Public Safety for MOSWIN Hardware and Software Ongoing Operation and Support, pursuant to all terms, conditions, prices, and provisions of the attached agreement, and the State of Missouri Terms and Conditions. All transactions between the Department of Public Safety and Motorola Solutions, Inc. shall reference the State of Missouri contract number.	
BUYER Molly Hurt	BUYER CONTACT INFORMATION Molly.Hurt@oa.mo.gov Phone: (573) 751-8900 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE February 3, 2025
DIRECTOR OF PURCHASING  Karen S. Boeger	

State of Missouri
Office of Administration, Division of Purchasing



**Single Feasible Source (SFS) for MOSWIN Hardware and Software
Ongoing Operation and Support**

SOLICITATION NO.:	STATE PURCHASE-FY-25-0038-SL
SOLICITATION ISSUED ON BEHALF OF:	Department of Public Safety Missouri Interoperability Center
CONTRACTOR NAME AND ADDRESS:	Motorola Solutions, Inc. 500 W Monroe Street, Ste 44 Chicago, IL 60661-3781
ISSUE DATE:	11/6/24
CONTRACT PERIOD:	Effective Date of Contract through Five (5) Years
REQUISITION NO.:	RV172500266

REQUESTED RESPONSE DATE: 11/21/24

Response may be submitted by e-mail to the buyer of record or mail, courier, or hand-delivered to the Division of Purchasing at 301 W. High Street, Rm. 630, Jefferson City, MO 65101.

SFS CONTACT INFORMATION:

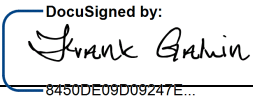
BUYER: Molly Hurt **PHONE NO.:** (573) 751-8900 **EMAIL:** molly.hurt@oa.mo.gov

**DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE
FOLLOWING ADDRESS:**

Department of Public Safety
Missouri Interoperability Center
2413 E. McCarty St.
Jefferson City, MO 65101

Vendor's Organization Name:	Motorola Solutions, Inc.		
MissouriBUYS Supplier Number:	MB00133260		
Point of Contact:	Tyler Green		
Phone Number:	816-240-3668	Email Address:	tyler.green1@motorolasolutions.com
Mailing Address:	425 Hampstead Dr		
City/State/Zip:	Raymore, MO 6408		
Vendor Tax Filing Type with IRS (check one):	☒ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt		
What date did the vendor's organization begin operation?	Date: 09/25/1928		

I am authorized to submit a response to the State of Missouri in response to the SFS on behalf of my organization, to provide the products and/or services at the prices submitted. The information provided as my organization's response is true and accurate. The vendor agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri, as defined in section 4.1. By signing below, the vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the SFS.

Authorized Signature	DocuSigned by:  8450DE09D09247E...	Date	23 January 2025 9:02:06 AM PST
Printed Name	Frank Galvin	Title	Vice President Central US and Canada

ATTENTION:	
1. After reviewing the Single Feasible Source (SFS), the vendor must complete and return the cover page above and all necessary exhibits. 2. Due to lead times for obtaining the information needed to complete the various Business Compliance Exhibits herein as explained in the SFS's Vendor Response Exhibits, the vendor is encouraged to IMMEDIATELY begin securing these verifications. 3. The vendor must achieve “Approved” registration status in MissouriBUYS (WebProcure/Proactis) and “Spend Authorized” registration status in MissouriBUYS, powered by MOVERS to be considered for a contract award. Reference Section 5.	

SFS Organization:

SFS Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission and Award Information Section
SFS Vendor Response Exhibits (Return these exhibits with)	Exhibit A	Response Submittal Checklist
	Exhibit B	Pricing Page, Included in Attachment 1
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit C	State of Missouri Tax Compliance
	Exhibit D	Registration of Business Name with the Missouri Secretary of State
	Exhibit E	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
	Exhibit F	Anti-Discrimination Against Israel Act Certification
	Exhibit G	Services Outside the United States
	Exhibit H	Employee/Conflict of Interest
SFS Attachments	Attachment (Separate Document) (Do not return the document with response)	
	Attachment 1	Motorola Proposal - MOSWIN ASTRO System Upgrade Agreement Statement of Work – dated September 9, 2024 (the “Proposal”)

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

1.1.1 Purpose: This document constitutes a request from the State of Missouri, Office of Administration, Division of Purchasing, to enter into a single feasible source (SFS) contract for the provision system operations and support services for the existing Missouri Statewide Interoperability Network (MOSWIN) as set forth herein for the Missouri Department of Public Safety (hereinafter referred to as “state agency”) in accordance with the requirements, provisions, and pricing specified herein.

- a. The State of Missouri reserves the right to allow authorized MOSWIN Tier 1 Agencies to purchase from this contract. The services and pricing offered shall be consistent with this contract. Individual configurations may be required depending on the Tier 1 Agency’s System configuration. Tier 1 Agencies must receive written authorization from the State of Missouri (Division of Purchasing), which shall be at its sole discretion, to purchase from this contract. This authorization must also be provided to contractor by the Tier 1 Agency before contractor can produce a proposal offering services pursuant to this contract. Any unauthorized purchase will have no legal or financial effect on either party and, by operation of this provision, will be automatically deemed void. Tier 1 Agencies, following written authorization in accordance with this Section, may purchase from this contract by issuing a purchase order, or other notice to proceed, that specifically references this contract and the associated contractor proposal.
- b. All requirements, provisions, and pricing referenced in the Attachment 1, as well as the attached State of Missouri requirements, and terms and conditions shall apply and govern all provisions provided under the contract. All services will commence following contract execution and upon notice to proceed by the state agency at the beginning of the contract period. The contract only includes the services specifically identified and priced. A contract amendment must be executed prior to the state agency and contractor proceeding with any services not clearly described, identified as optional, or not priced in the Attachment 1.
- c. The contract shall serve the purpose of establishing the maximum pricing and the minimum requirements, terms and conditions that shall govern subsequent purchase transactions made by the agency under the contract.

1.1.2 Titles: Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

1.2 Single Feasible Source Authority:

1.2.1 Section 34.044, RSMo, allows the purchase of products or services as a single feasible source when one of the following three circumstances exists: (1) Supplies are proprietary and only available from the manufacturer or a single distributor; or (2) Based on past procurement experience, it is determined that only one distributor services the region in which the supplies are needed; or (3) Supplies are available at a discount from a single distributor for a limited period of time.

1.2.2 Pursuant to section 34.044, RSMo, allowing Single Feasible Source, the State of Missouri desires to establish a contract with the vendor to acquire the above referenced products and services pursuant to the pricing and requirements, terms and conditions included herein.

1.2.3 Due to the single feasible source determination for this procurement, the contractor shall not use a subcontractor in the provision of products and/or services specified herein without the written approval of the Division of Purchasing.

1.3 General Instructions and Requirements:

1.3.1 The vendor must complete and sign the first page of this document, thereby agreeing to provide the referenced products and/or services under the requirements, terms and conditions provided herein. Contractor signature is required to confirm the offer to contract for the products and/or services described herein and to confirm agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding procurement contract shall exist between the vendor and the State of Missouri. Invoices for products and/or services provided for the State of Missouri must be submitted to the address shown on Page 1.

1.3.2 The State of Missouri reserves the right to clarify any portion of your response as may be deemed necessary, appropriate, and in the best interest of the State of Missouri prior to finalizing a contract.

1.4 **Background and Historical Usage Information:**

- a. The Department of Public Safety (DPS) requires ongoing mission-critical radio signal and dispatch services for fire, police, emergency medical response and emergency management agencies statewide. There are over 170+ public safety agencies on the system full-time (including the Missouri State Highway Patrol and St. Louis Metropolitan Police, Fire, and Public Works) and 1,300+ agencies that require the ability to access the system during local, regional, and statewide emergencies. MOSWIN is a Motorola Solution, Inc. (MSI) ASTRO 25 IV/D radio and data system was acquired via a competitive bid process under contract MO081801. The system was finished being built in state Fiscal Year (FY) 13 and cost \$87 million to complete. The MOSWIN infrastructure consists of MSI proprietary radio and internet protocol equipment, hardware, software, and engineering services.
- b. DPS requires on-going support and operation services of the system that is proprietary and only available through MSI, the manufacturer and single distributor. DPS' significant investment in the existing system makes it financially not feasible or practicable to acquire a new system in lieu of maintaining and incrementally expanding the existing system.

1.5 **Current and/or Previous Contract Information:**

1.5.1 A current contract exists for the products and/or services being obtained via this SFS. A copy of the contract can be viewed and printed from the Division of Purchasing Awarded Bid & Contract Document Search System located on the Internet at: <https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>. In addition, all response and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid number SFS30034901802780 or the contract number CT182780001 when searching for these documents.

1.5.2 State Expenditures: The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the site information and disclaimer links: <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm> and <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm#disclaimer>. Then search by the contract numbers shown above when searching for the financial information.

1.6 **Glossary of Terms and Acronyms:**

1.6.1 Whenever the following terms and acronyms appear in the SFS document or any amendment thereto, the definitions or meanings described below shall apply.

1.6.2 General Glossary, Acronyms, and Abbreviations:

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
- b. **Amendment** means a written, official modification to a contract.
- c. **Attachment** applies to all documents which are included with a SFS to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Buyer** means the procurement staff member of Purchasing.
- e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an SFS and who enters into a contract.
- h. **Exhibit** applies to forms which are included with a SFS for the vendor to complete and submit with their SFS response.
- i. **May** means that a certain feature, component, or action is permissible, but not required.
- j. **Must** means that a certain feature, component, or action is a mandatory condition.
- k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
- l. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the SFS.
- m. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
- n. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
- o. **Single Feasible Source (SFS)** means the solicitation document issued by Purchasing to the SFS vendor for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions (“terms and conditions” and “Terms and Conditions” are used interchangeably throughout the SFS); General Contractual Requirements; and Vendor Submission and Award Information; and the SFS Vendor Response Exhibits, and Attachments.
- p. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- q. **Shall** has the same meaning as the word must.
- r. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- s. **State** collectively referring to the state government and/or the agencies thereof.
- t. **Supplier** has the same meaning as the word, vendor.
- u. **Vendor** means the supplier, offeror, person, or organization that responds to a SFS by submitting a response with prices to provide the equipment, supplies, and/or services as required in the SFS document.

1.7 Accuracy of Background Information:

- 1.7.1 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this SFS.

END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION

2. SCOPE OF WORK SECTION

2.1 Required Services:

- 2.1.1 The contractor shall provide the listed Motorola services and equipment on the MOSWIN system pursuant as described in Attachment 1:
- 2.1.2 The State of Missouri reserves the right to conduct a separate procurement process(es) to establish a contract(s) for the same or similar services for any of the agency's specific projects and/or to continue to utilize alternative services contracts, if able to and determined to be in the state's best interests. The State of Missouri further reserves the right, subject to the terms and conditions of this agreement, to delete any services listed above should the State no longer require the services or have built the ability to perform or take on the responsibility to perform the services themselves. Any services removed from this agreement will be deducted from the quarterly/annual fee based on the line pricing presented in the pricing schedule.

2.2 Electronic Funds Transfer, Invoicing, and Payment Requirements:

- 2.2.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 2.2.2 Invoicing: The contractor shall submit invoices quarterly. Invoices shall be due by the last day of the month following the month in which the contractor provided services under the contract. The contractor shall perform the services prior to invoicing the state agency.
- a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the address on the front page of this document.
 - b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.
 - c. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the SFS.
 - d. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
 - e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.
- 2.2.3 Payment:
- a. Payment for SUA/Network Updates/Maintenance/Subscriptions shall be paid annually in advance after the beginning of the State Fiscal Year that begins in July, with only one payment for SUA/Network Updates occurring per State Fiscal Year.

- b. MOSWIN operations and support services shall be paid quarterly after the delivery of services.
 - c. Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
 - d. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
 - e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
 - f. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 2.2.4 If the state agency denies a request by the contractor for payment, the state agency will provide the contractor with written notice of the reason(s) for denial.
- 2.2.5 If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.
- 2.2.6 The total payments to the contractor for all services and expenses shall not exceed the stated on the **Exhibit B, Pricing Pages on Attachment 1**.
- 2.2.7 Other than the payments specified in the contract, no other payments shall be made to the contractor.
- 2.2.8 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- a. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected by the state. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
 - b. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
 - c. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

******END OF SCOPE OF WORK SECTION******

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

- 3.1.1 The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.

3.2 Non-Discrimination and Affirmative Action:

- 3.2.1 Contractors with 50 or more employees must comply with and have an affirmative action plan in accordance with Executive Order 94-03, Article XIII.

3.3 Americans with Disabilities Act:

- 3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

- 3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated **Exhibit F, Anti-Discrimination Against Israel Act Certification**.

3.5 Authorized Personnel/E-Verify:

- 3.5.1 For work performed under the contract, the contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.
- 3.5.2 Prior to the performance of any services, a contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for work in connection with the contracted services included herein. If the contractor's 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 the contractor shall enroll and participate in the E-Verify program.
- 3.5.3 The contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. <https://purch.oa.mo.gov/vendor-information/affidavit-work-authorization-annual-renewal>

3.6 Business Registration:

3.6.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.7 Data Breach:

3.7.1 If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500, RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

3.8 Elected or Appointed Officials and Employees:

3.8.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

3.9 Indemnification:

3.9.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.10 Legal Proceedings:

3.10.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the SFS or resulting contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

3.10.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

3.10.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.11 Invoicing and Payment:

3.11.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

3.12 Non-Appropriation of Funds:

3.12.1 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B). Notwithstanding the above, Motorola Solutions, Inc. shall be entitled to receive

compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination. The state shall determine the value of any work in process, but not completed and accepted by the state, based on the work products created and agreed to by both parties.

3.13 Work Outside the United States:

- 3.13.1 Unless work outside the United States is prohibited by the SFS, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

3.14 Open Records:

- 3.14.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, responses and related documents shall not be available for public review until after a contract is executed.

3.15 Record Access:

- 3.15.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.16 Taxes:

- 3.16.1 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

*******END OF TERMS AND CONDITIONS SECTION*******

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Definition:

4.1.1 A binding contract shall consist of the following documents:

- a. the most current version of the SFS (including all Exhibits and Attachments included in the SFS) as amended by contract amendment(s);
- b. the most current version of the contractor's response, state-requested clarification responses, and contract amendment responses; and
- c. the Division of Purchasing's acceptance of the response by "notice of award".

4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

4.1.3 The vendor's response, whether responding to a mandatory requirement or a desired attribute, will be binding upon the contractor in the event the vendor's response is accepted by the state and a contract is awarded. The contractor further agrees that the language of the SFS shall govern in the event of a conflict with the contractor's response.

4.1.4 The contractor shall agree to furnish all awarded products and services specified in the contract, at the prices quoted therein.

4.1.5 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing products and services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of written authorization to proceed from the state, such as an order form, (in addition to the Division of Purchasing's "notice of award").

4.1.6 State agencies may sign or "click-through" and accept agreements if required by the contractor in order to receive services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

4.2 Contract Amendment:

4.2.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the contractor and the Division of Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.3 Contract Period:

4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the SFS.

4.4 Contract Pricing:

4.4.1 All prices shall be firm, fixed, and as indicated in the Exhibit B, Pricing Pages, on Attachment 1. The state shall not pay nor be liable for any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, liquidated damages, attorney fees, etc.

4.5 Termination for Convenience:

4.5.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty

(30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination. The state shall determine the value of any work in process, but not completed and accepted by the state, based on the work products created and agreed to by both parties.

4.6 **Cancellation for Breach of Contract:**

- 4.6.1 In the event of material breach of the contractual obligations by the contractor, the Division of Purchasing may cancel the contract. At its sole discretion, the Division of Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Division of Purchasing, the actual cure must be completed within no more than thirty (30) state business days from notification, or at a minimum the contractor must provide the Division of Purchasing within thirty (30) state business days from notification a written plan detailing how the contractor intends to cure the breach.
- 4.6.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Division of Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined the Division of Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 4.6.3 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding. Notwithstanding the above, the contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of cancellation. The state shall determine the value of any work in process, but not completed and accepted by the state, based on the work products created and agreed to by both parties

4.7 **Contractor Liability:**

- 4.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the state of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract. State of Missouri will timely notify contractor of any claim(s).
 - a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by a person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

For avoidance of doubt, in case of a conflict between this provision 4.7 and the provisions addressing Contractor's liability stated in the Motorola Solutions Customer Agreement -included in Attachment 1-, the later will prevail.

4.8 Insurance:

4.8.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

4.8.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.9 Single Point of Contact and Responsibility:

4.9.1 The contractor shall be the single point of contact and shall be responsible for the contract.

4.10 Contractor Status:

4.10.1 The contractor shall be considered an independent contractor and shall not represent itself or its employees to be employees of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

4.11 Coordination:

4.11.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

4.12 Property:

4.12.1 All documents, data, reports and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri. Notwithstanding the foregoing, contractor, the third party manufacturer of any equipment, and the copyright owner of any Non-contractor software own and retain all of their respective Proprietary Rights in the equipment and software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by contractor in connection with providing to Customer the equipment, software, or related services remain vested exclusively in contractor, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, contractor does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in contractor's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the software, or permit or encourage any third party to do so.

4.13 Inventions, Patents, and Copyrights:

4.13.1 Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the equipment manufactured by Motorola or the Motorola software ("Motorola

Product”) directly infringes a United States patent or copyright (“Infringement Claim”). Motorola’s duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; subject to 27.050-.060 RSMo. Motorola having control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola’s obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

- 4.13.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.
- 4.13.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer’s designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola software that is intended to correct the claimed infringement. In no event will Motorola’s liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer’s revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.
- 4.13.4 This Section provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by the restrictions set forth in Attachment 1.
- 4.14 **Confidentiality and Security Documents:**
- 4.14.1 Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party’s prior written permission.
- 4.14.2 If required by the state, the contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The contractor shall have the opportunity to review, discuss, and approve the documents the contractor must sign prior to signature. The contractor shall ensure that its personnel adhere to the confidentiality and security required by the contract. Failure of the contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.
- 4.14.3 “Confidential Information” means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the

receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

4.14.4 **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Each party will: maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by federal or state law or a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

4.14.5 The provisions addressing confidentiality stated in this document shall prevail in case of conflict with the ones included in Attachment 1.

4.15 **Force Majeure:**

4.15.1 Neither party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A party that becomes aware of a Force Majeure that will significantly delay performance will notify the other party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable addenda for a time period that is reasonable under the circumstances.

4.16 **Actions, Suits, or Proceedings:**

4.16.1 The contractor must notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on contractor's ability to fulfill the obligations under the contract. The contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.

4.16.2 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the State of Missouri, Division of Purchasing immediately.

4.17 **Warranties and Representations:**

4.17.1 **EQUIPMENT WARRANTY.** During the Warranty Period [one (1) year from the date of delivery], Motorola warrants that the equipment under normal use and service will be free from material defects in materials and workmanship.

4.17.2 **SOFTWARE WARRANTY.** Except as described in the Software Support Policy (means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola software; this policy may be modified from time to time at Motorola's discretion), and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the

software Warranty and Software Support Policy, the Software Support Policy governs. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

- 4.17.3 **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the equipment or software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship equipment to the repair depot; (vi) scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vii) normal or customary wear and tear.
- 4.17.4 **SERVICE WARRANTY.** Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.
- 4.17.5 **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid equipment or software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective equipment or Motorola software, replace it with the same or equivalent product, or refund the price of the defective equipment or Motorola software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.
- 4.17.6 **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the equipment or services for commercial, industrial, or governmental use only, and are not assignable or transferable.
- 4.17.7 **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.18 **Conflict of Interest:**
- 4.18.1 The contractor agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

4.19 Remedies and Rights:

- 4.19.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- 4.19.2 The contractor understands and agrees that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.
- 4.19.3 The contractor understands and agrees that the state reserves the right to consider the contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

4.20 Communications and Notices:

- 4.20.1 Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail, or hand-carried and presented to an authorized employee of the contractor.

4.21 Survivability of Terms:

- 4.21.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, and remedy shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

4.22 FREIGHT, TITLE, AND RISK OF LOSS.

- 4.22.1 Motorola will pay all freight charges. Title and risk of loss to the equipment will pass to Customer upon delivery to the Customer. Title to software will not pass to Customer at any time. Motorola will pack and ship all equipment in accordance with good commercial practices.

4.23 MOTOROLA SOFTWARE ("Software that Motorola or its affiliated company owns.")

- 4.23.1 Any Motorola software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.24 NON-MOTOROLA SOFTWARE ("Software that another party owns.")

- 4.24.1 Any Non-Motorola software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola software. Non-Motorola software may include Open Source software. All Open Source software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source software will be provided under this Agreement; and if so, identify the Open Source software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

4.25 OTHER.

- 4.25.1 All equipment must be in good working order on the Start Date or when additional equipment is added to the contract. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the equipment. Customer must promptly notify Motorola in writing when any equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay service fees for this equipment will terminate at the end of the month in which Motorola receives the written notice.

4.26 EXCLUDED SERVICES

- 4.26.1 Service excludes the repair or replacement of equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- 4.26.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the equipment, such as batteries or magnetic tapes.; upgrading or reprogramming equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for equipment malfunction caused by the transmission medium.

4.27 MATERIALS, TOOLS AND EQUIPMENT

- 4.27.1 All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by contractor for the purpose of this Agreement will be and remain the sole property of contractor. Customer will safeguard all such property while it is in Customer's custody or control, and return it to contractor upon request. This property will be held by Customer for contractor's use without charge and may be removed from Customer's premises by contractor at any time without restriction.

4.28 SITES AND SITE CONDITIONS

- 4.28.1 ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.
- 4.28.2 SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 4.28.3 SITE ISSUES. If a party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the

parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

5. VENDOR SUBMISSION AND AWARD INFORMATION SECTION

5.1 Response Submission Overview:

- 5.1.1 The vendor must examine the entire SFS carefully. Failure to do so shall be at the vendor's risk.
- 5.1.2 By submitting a response, the vendor agrees to furnish the equipment, supplies and/or services specified in the SFS, at the prices quoted, pursuant to all requirements and specifications contained therein.
- 5.1.3 If the response is accepted and awarded, the entire response, including all prices shall be firm for the specified contract period.
- 5.1.4 All equipment and supplies offered in a response must be new, of current production, and available for marketing by the manufacturer unless otherwise specified herein.

5.2 Preparation of Response:

- 5.2.1 Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained herein, the vendor is encouraged to IMMEDIATELY begin securing these verifications when preparing their response.**
- 5.2.2 The cover page should be completed and placed at the beginning of the response to declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the SFS.
- 5.2.3 SFS Vendor Response Exhibits: The vendor must submit properly completed SFS Vendor Response Exhibits as their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.
- 5.2.4 Response Preparation Costs: Any and all costs incurred by the vendor in preparing or submitting a response shall be the vendor's sole responsibility whether or not any award results from this SFS. The state shall not reimburse such costs.
- 5.2.5 Response Page Numbering: The response should be page numbered.
- 5.2.6 Response Font: Easily readable and legible font, 11 point or above, should be used in the response. For graphics or illustrations within the response, the font size may be smaller than 11 point.
- 5.2.7 Embedded Files, Hyperlinks, and Video Clips: The vendor should not include embedded files, hyperlinks, or video clips within their response to the SFS.

5.3 Compliance with Requirements, Terms and Conditions:

- 5.3.1 The vendor understand that additional terms and conditions or other types of material might contain terms and conditions that conflict with those of the SFS and its contractual requirements. In such cases, vendor agrees to negotiate and reach a mutually agreed upon agreement with the State.
- 5.3.2 If the vendor's response includes any exceptions to the mandatory provisions of the SFS, the vendor must (1) identify the specific SFS paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:
 - a. Exceptions to mandatory provisions of the SFS make the vendor's response non-responsive and ineligible for award. Any such exceptions to mandatory provisions and resulting vendor non-

responsiveness must be addressed through revision agreed to by the state and the vendor in order for the response to be eligible for a contract award.

5.4 **Confidentiality and Proprietary Materials:**

5.5 Pursuant to section 610.021, RSMo, the response and related documents shall not be available for public review until a contract has been awarded.

5.5.1 Missouri Sunshine Law: The Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

5.5.2 Response Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its response, all material submitted by the vendor in conjunction with the SFS is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a response will be public following the award of the contract and made available upon request in accordance with the provisions of state law. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the response that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, the **vendor should NOT include confidential material with their response.**

5.5.3 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

- a. Vendor's entire response;
- b. Vendor's pricing;
- c. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

5.6 **Foreign Vendors:**

5.6.1 Foreign vendors who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuys.mo.gov>) website.

- a. When submitting a response, if the vendor does not have an IRS Employer Identification Number, they should attach a note to the front page of their response advising the Division of Purchasing if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.
- b. A foreign vendor that has an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuys.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

5.7 **Business Compliance Requirements:**

- 5.7.1 Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, the vendor is encouraged to IMMEDIATELY begin securing these verifications when preparing a response. In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:
- a. **Business Compliance Exhibit C, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.
 - b. **Business Compliance Exhibit D, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.
 - c. **Business Compliance Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the vendor must affirm the vendor'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 vendor should complete applicable portions of **Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
 - d. **Business Compliance Exhibit F, Anti-Discrimination Against Israel Act Certification** - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.
 - e. **Business Compliance Exhibit G, Services Outside the United States** - If any services offered under this SFS are being performed at sites outside the United States, the vendor must disclose such fact and provide details with the response.
 - f. **Business Compliance Exhibit H, Employee/Conflict of Interest** – Elected or appointed officials or employees of the State of Missouri or any political subdivision serving in an executive or administrative capacity participating in a response to the SFS must disclose their involvement to identify the conflict of interest.
 - g. **General Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this document that the vendor either is presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- 1) Taxes (e.g., city/county/state/federal)

- 2) State and local certifications (e.g., professions/occupations/activities)
- 3) Licenses and permits (e.g., city/county license, sales permits)
- 4) Insurance (e.g., worker's compensation/unemployment compensation)

h. The response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.8 Award Determination:

- 5.8.1 Determination of Award - The contract will only be eligible for award if the vendor agrees to comply with the requirements identified herein.
- 5.8.2 Any award of a contract shall be made by notification via email from the Division of Purchasing to the vendor. The final determination of contract award shall be made by the Division of Purchasing.
- 5.8.3 After a contract is executed, the response will be uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (<https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>).

******END OF VENDOR SUBMISSION AND AWARD INFORMATION SECTION******

EXHIBIT A, RESPONSE SUBMITTAL CHECKLIST

The following table is provided to assist the vendor in completing their response. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their response, including all exhibits, are properly completed and submitted with their response. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's response.

No.	Description	Task Complete
1.	Complete and sign the cover page.	☐
2.	Complete all pricing required on Exhibit B, Pricing Page(s) .	☐
3.	Complete Business Compliance Exhibit C, State of Missouri Tax Compliance and attach "Vendor No Tax Due" certificate.	☐
4.	Complete Business Compliance Exhibit D, Registration of Business Name with the Missouri Secretary of State .	☐
5.	Complete and sign Business Compliance Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and return the Affidavit of Work Authorization and the vendor's E-Verify Memorandum of Understanding, if required).	☐
6.	Complete and sign Business Compliance Exhibit F, Anti-Discrimination Against Israel Act Certification .	☐
7.	Complete Business Compliance Exhibit G, Services Outside the United States .	☐
8.	Complete Business Compliance Exhibit H, Employee/Conflict of Interest .	☐
10.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the SFS).	☐

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EXHIBIT B, PRICING PAGES

1. Pricing is included in Attachment 1, Motorola Proposal - MOSWIN ASTRO System Upgrade Agreement Statement of Work – dated September 9, 2024 (the “Proposal”).

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the cover page of this original document that the vendor either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance Exhibit C, State of Missouri Tax Compliance
- Business Compliance Exhibit D, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance Exhibit F, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit G, Services Outside the United States
- Business Compliance Exhibit H, Employee/Conflict of Interest

**BUSINESS COMPLIANCE EXHIBIT C,
STATE OF MISSOURI TAX COMPLIANCE**
STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.

"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)

Yes ☒ No ☐

If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR

Date: ----- (MM/DD/YYYY)

**BUSINESS COMPLIANCE EXHIBIT D,
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of response submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification

Registration Verification Instructions: If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

Information on registering with Missouri Secretary of State: If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

Business Name	
Charter Number	
Proof of Good Standing Status Included	Yes ☐ No ☒
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: ____/____/____ (MM/DD/YYYY)

Exemptions

Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	☐
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	☐
(3) Maintaining Bank Accounts	☐
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	☐
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	☐
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	☐
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	☐
(8) Transacting Business in Interstate Commerce	☐
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	☐

**BUSINESS COMPLIANCE EXHIBIT E,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The vendor 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.e-verify.gov/ . |
| 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. |

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, and contractors. 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, 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.

(Complete Box A if you are a non-business entity as defined above)

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 this SFS 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 Division of Purchasing 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

**BUSINESS COMPLIANCE EXHIBIT E,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

(Complete Box B 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 vendor must perform/provide each of the following. The vendor 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.e-verify.gov/>; Phone: 888-464-4218; 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 vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed**, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor'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.

**BUSINESS COMPLIANCE EXHIBIT E,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

(Complete Box C 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 Motorola Solutions, Inc. **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 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 vendor's name and the MOU signature page completed and signed by the vendor 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 to Which Previous E-Verify Documentation Submitted:

Date of Previous E-Verify Documentation Submission:

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: _____ (if known)

Frank Galvin

Authorized Business Entity Representative's
Name (Please Print)

Motorola Solutions, Inc.
Business Entity Name

E-Mail Address

DocuSigned by:

Frank Galvin

8450DE69D09247E...

Authorized Business Entity
Representative's Signature

23 January 2025 | 9:02:06 AM PST

Date

613000

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

BUSINESS COMPLIANCE EXHIBIT F, ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

Certification - The vendor must therefore certify their current status by completing either Box A, Box B, Box C, or Box D on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> . |
| BOX D: | To be completed by a vendor that meets the definition of a “ <u>Public Entity</u> ”. |

**BUSINESS COMPLIANCE EXHIBIT F,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED**

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

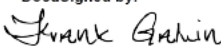
Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that Motorola Solutions, Inc. **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Frank Galvin

DocuSigned by:

8450DE09D09247E

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Motorola Solutions, Inc.
Company Name

23 January 2025 | 9:02:06 AM PST

Date

**BUSINESS COMPLIANCE EXHIBIT F,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED**

BOX D – PUBLIC ENTITY	
I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.	
_____ Authorized Representative's Name (Please Print)	_____ Authorized Representative's Signature
_____ Company Name	_____ Date

**BUSINESS COMPLIANCE EXHIBIT G,
SERVICES OUTSIDE THE UNITED STATES**

Pursuant to [Executive Order 04-09](#) subparagraph 4, no state agency shall award a contract to a vendor who contemplates performing work pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to an award of a contract.

Therefore, the vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If vendor does not complete the table below, the vendor is committing to complete all work in the United States for the duration of the contract.

Will any of the services proposed by the vendor be performed at sites outside the United States? If the answer is "yes", then provide the information below. If the answer is "no", then the vendor does not need to complete the rest of this exhibit.		Yes ☐	No ☒
Identify the name of the vendor that would be performing services at a site outside the United States.	Not Applicable		
Describe the services proposed to be performed at sites outside the United States.	Not Applicable		
Identify where the services would be performed at sites outside the United States.	Not Applicable		
Identify when (specific timeframe) in the life of the contract the services would be performed at sites outside the United States.	Not Applicable		
Identify why the services need to be performed at sites outside the United States.	Not Applicable		
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is "yes" and exemption applies, then provide the information below.		Yes ☒	No ☐
Mark the appropriate exemption below, and provide the requested details:			
(a) ☐ Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the vendor. EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE: _____			
(b) ☐ Foreign firm hired to market Missouri services/products to a foreign country. IDENTIFY THE APPLICABLE SFS PARAGRAPHS HEREIN: _____			
(c) ☐ A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor's services would result in economic hardship to the state. EXPLAIN HOW: _____			
(d) ☒ Vendor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. IDENTIFY MAXIMUM PERCENTAGE of the overall value of the contract, for any contract period, attributed to the value of the services being performed at sites outside the United States identified above: TBD			

**BUSINESS COMPLIANCE EXHIBIT H,
EMPLOYEE/CONFLICT OF INTEREST**



Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	Not Applicable
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	-
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	-

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

MOTOROLA SOLUTIONS INC
PO BOX 80612
INDIANAPOLIS, IN 46280-0612

12/24/2024

RE: MISSOURI TAX ID NUMBER: 11308265
FEDERAL IDENTIFICATION NUMBER: [REDACTED]

Notice Number 2051407563

Dear Sir or Madam:

The Missouri Department of Revenue received your request for a Vendor No Tax Due in accordance with Section 34.040.7, RSMo.

Enclosed please find the requested Vendor No Tax Due.

If you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

TAXATION DIVISION

Enclosure

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

VENDOR NO TAX DUE

MOTOROLA SOLUTIONS INC
CORPORATE TAX DEPT
500 W MONROE ST
CHICAGO, IL 60661-3671

DATE ISSUED: 12/24/2024
VALID THROUGH: 03/24/2025

MISSOURI TAX ID NUMBER: 11308265
FEDERAL IDENTIFICATION NUMBER: [REDACTED]

The Missouri Department of Revenue certifies that based on the information provided, the above listed vendor and its affiliates are properly registered to collect and pay sales and use tax in compliance with Section 34.040.7, RSMo., and has fully filed and paid all tax due, including penalties and interest, and does not owe any sales or use tax, as of 12/24/2024.

This statement of no sales and use tax due is valid for 90 days from the date of issuance. This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

TAXATION DIVISION



Company ID Number: 19959
Client Company ID Number: 613000

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Motorola Solutions, Inc.

Name (Please Type or Print)

Title

Signature

Date

E-Verify Employer Agent TALX Corporation

Jake Hackerson

Name (Please Type or Print)

Title

Electronically Signed

10/30/2012

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

11/12/2012

Signature

Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name: Motorola Solutions, Inc.

Company ID Number: 19959
Client Company ID Number: 613000

Company Facility Address: 1303 E. Algonquin Road

Schaumburg, IL 60196

County or Parish: COOK

Employer Identification
Number: [REDACTED]

North American Industry
Classification Systems
Code: 334

Administrator:

Number of Employees: 10,000 and over

**BUSINESS COMPLIANCE EXHIBIT E,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Jeremy Burza (Name of Business Entity Authorized Representative) as TVP-TSS (Position/Title) first being duly sworn on my oath, affirm MOTOROLA SOLUTIONS, INC (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 MOTOROLA SOLUTIONS (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

Jeremy Burza

Title Territory Vice President

Date 01.16.2025

jburza@motorolasolutions.com

E-Mail Address

613000

E-Verify Company ID Number

Subscribed and sworn to before me this 16 of January 2025. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Will, State of
(NAME OF COUNTY)

Illinois, and my commission expires on 10-27-2027
(NAME OF STATE) (DATE)

Karen A Farmer

Signature of Notary

01-16-2025

Date





MOTOROLA SOLUTIONS

Proposal

State of Missouri-Department of Public Safety

MOSWIN ASTRO System Upgrade Agreement Statement of Work

September 9, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W. Monroe Street, Suite 4400
Chicago, IL 60661-3781

September 9, 2024

Roger Strobe
Director, Missouri Interoperability Center
Missouri Department of Public Safety
2413 E. McCarty St
Jefferson City, Missouri 65101

Subject: MOSWIN Maintenance & Support Contract

Dear Director Strobe,

Motorola Solutions, Inc. (Motorola Solutions) is pleased to provide the following proposal for the Maintenance and Support of Missouri Statewide Interoperability Network (MOSWIN).

This proposal is for a 5-year term of the associated support services including - SUA2, Technical Support, Eventide Logging Support, MDR, Security Update Service. Additionally, Motorola has included Labor Rates for services that may be procured over the 5-year term, as well as Product Discounts on our suite of solutions. Product Discounts may require additional terms and conditions to procure, which will be provided as requested.

The proposal is subject to the enclosed Motorola Customer Agreement and its applicable Addenda (collectively the "MCA"), or, in the alternative, a negotiated version thereof. Except where noted for incentives, the pricing will remain valid for 60 days from the date of this cover letter.

We look forward to our continued support of your public safety communications system. If you have any questions concerning our proposal, please do not hesitate to contact your Sr. Account Manager, Tyler Green, via email at tyler.green1@motorolasolutions.com or by mobile at 816-240-3668.

Sincerely,
Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read 'Frank Galvin', with a stylized flourish at the end.

Frank Galvin
Vice President-Central US and Canada

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Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

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Section 1

Overview

Motorola Solutions, Inc.'s (Motorola) ASTRO® 25 Services provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. These Motorola infrastructure services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Services included in this proposal consist of the following elements:

- Remote Technical Support
- Eventide Logging Solution Support
- ActiveEye Managed Detection and Response
- Security Update Service (SUS)
- System Upgrade Agreement (SUA)

Each of these elements is summarized below and expanded upon in the Statement of Work detailed description. In the event of a conflict between the descriptions below and an individual subsection of Statement of Work, the Statement of Work prevails.

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the applicable agreement (Agreement) between Motorola and the customer (Customer).

Notwithstanding, the connectivity contemplated in the ASTRO 25 Connectivity Service will be provided by Motorola Solutions Connectivity Inc., a wholly owned subsidiary of Motorola. In order to enable delivery of these connectivity services, customers must sign the Transport Connectivity Addendum (TCA) attached to the Agreement. Any transport or connectivity will be provided by Motorola Solutions Connectivity, Inc.

Motorola Solutions Connectivity, Inc. will utilize Motorola as its billing and collection agent and Customer expressly agrees that invoices for services provided by Motorola Solutions Connectivity, Inc. may appear on invoices issued by Motorola. Charges for Motorola Solutions Connectivity, Inc. services that appear on invoices issued by Motorola shall be paid to Motorola and are fully satisfied under the billing and payment terms of the Agreement.

In order to receive the services as defined within this SOW, the Customer is required to keep the ASTRO 25 system within a standard support period as described in Motorola's Software Support Policy (SwSP).

Remote Technical Support

Motorola will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

ActiveEye Managed Detection and Response

Experienced, specialized cybersecurity analyst at Motorola's Security Operations Center (SOC) will monitor the Customer's ASTRO 25 radio network for security threats. SOC analysts will coordinate with the Customer through the ActiveEye™ Security Platform to identify and mitigate threats to the Customer's networks.

System Upgrade Agreement

Utilizing the ASTRO 25 System Upgrade Agreement (SUA) service, the ASTRO 25 system is able to take advantage of new functionality and security features while extending the operational life of the system. Motorola continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO 25 is available at all times.

Section 2

ASTRO® System Remote Technical Support Statement of Work

2.1 Overview

Motorola's Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola CMSO organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

2.1.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola's CRM system, and Motorola will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 4.3.6: Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

2.1.1.1 Scope

The CMSO Service Desk is available via telephone 24/7 to receive and log requests for technical support. Remote Technical Support service is provided in accordance with 4.3.6: Priority Level Definitions and Response Times.

2.1.1.2 Inclusions

Remote Technical Support service will be delivered for Motorola-provided infrastructure, including integrated third-party products.

Motorola Responsibilities

- Maintain availability of the Motorola CMSO Service Desk via telephone (800-MSI-HELP) 24/7 to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with 4.3.6: Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

Customer Responsibilities

- Prior to contract start date, provide Motorola with pre-defined information necessary to complete CSP.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with 4.3.6: Priority Level Definitions and Response Times.
- Cooperate with Motorola, and perform all acts that are reasonable or necessary to enable Motorola to provide Remote Technical Support.

- In the event that Motorola agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola to provide the service.

Section 3

ASTRO® System Upgrade Agreement Statement of Work

3.1 Overview

Utilizing the ASTRO® System Upgrade Agreement (SUA) service, State of Missouri (Customer) is able to take advantage of new functionality and security features while extending the operational life of the system.

Motorola Solutions, Inc. (Motorola) continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO® is available at all times.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

The Customer is required to keep the system within a standard support period as described in Motorola's [Software Support Policy \(SwSP\)](#).

3.2 Scope

As system releases become available, Motorola agrees to provide the Customer with the software, hardware, and implementation services required to execute up to one system infrastructure upgrade (System Upgrade) in each eligible System Upgrade window over the term of this agreement. The term of the agreement is listed in Table 3-1: SUA Term. The eligible System Upgrade windows and their duration are illustrated in Table 3-2: Eligible System Upgrade Window.

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With the addition of the cloud services, Motorola will provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO® System Upgrades and will occur outside the defined eligible System Upgrade windows in Table 3-2: Eligible System Upgrade Window. Motorola may, at its sole discretion, automatically apply the cloud updates as they become available.

If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

The methodology for executing each System Upgrade is described in Section 3.3.1. ASTRO® SUA pricing is based on the system configuration outlined in Appendix B: System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

The price quoted for ASTRO® SUA requires the Customer to choose a certified system upgrade path in Appendix A: ASTRO® System Release Upgrade Paths. Should the Customer elect an upgrade path other than one listed in Appendix A: ASTRO® System Release Upgrade Paths, the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola will provide a price quotation for any additional materials and services necessary.

3.3 Inclusions

Refer to Table C-6: SUA Coverage Table for more detailed information on the SUA inclusions referenced in this section.

3.3.1 System Upgrades

System Upgrade coverage includes the products outlined in Appendix B: System Pricing Configuration and does not cover all products. The ASTRO® SUA applies only to System Upgrades within the ASTRO® platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

3.3.2 Subscriber Radio Software

The ASTRO® SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to Section 3.4.5 for further clarification on coverage.

3.4 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO® SUA does not cover the products and services detailed in this document.

Excluded Products and Services	Examples (Not Limited To)
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO® network	CAD, E911, Avtec Consoles
Not certified on ASTRO® systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers
Two-way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners, Multicouplers
Customer-provided cloud connectivity	LTE, Internet
Maintenance Services of any kind	Infrastructure Repair, Tech Support, Dispatch

Excluded Products and Services	Examples (Not Limited To)
Security Services	Security Update Service (SUS), Remote SUS

3.4.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new hardware configuration and/or a new underlying software. Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated in this document, Platform Migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

3.4.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO® SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

3.4.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade are not included unless otherwise agreed to in writing by Motorola. This exclusion applies to, but is not limited to, system expansions and new features.

3.4.4 Cloud Technology

Support for Customer-provided connectivity to the cloud platform is not covered under this agreement. Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO® SUA may change. Any changes to ASTRO® SUA required to achieve future regulatory or Customer specific compliance requirements are not included.

3.4.5 Subscriber Radio Software

Applying software updates to subscriber radios is the Customer’s responsibility and is not included in SUA coverage. Subscriber radios must be at a software release compatible with the Customer’s ASTRO® system configuration. Motorola will make reasonable efforts to notify the Customer if there is an incompatibility.

3.5 General Statement of Work for System Upgrades

3.5.1 Upgrade Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

3.5.1.1 Motorola Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the System Upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Motorola and Customer for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled System Upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

3.5.1.2 Customer Responsibilities

- Contact Motorola to schedule a System Upgrade and provide necessary information requested by Motorola to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in Section 3.5.1.1 Motorola Responsibilities, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.

- If applicable, provide network connectivity at the zone core site(s) for Motorola to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola will provide the network connection specifications, as listed in Section 3.5.1.1 Motorola Responsibilities. Network connectivity must be provided at least 12 weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in Appendix B: System Pricing Configuration.
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- Maintain an internet connection between the on premise radio solution and the cloud platform, unless provided by Motorola under separate Agreement.
- Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola makes no representations as to the compliance of ASTRO® SUA with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.
- Participate in release impact training at least 12 weeks prior to the scheduled System Upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

3.5.2 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

3.5.2.1 Motorola Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.
 - Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

3.5.2.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

3.5.3 System Upgrade

3.5.3.1 Motorola Responsibilities

- Perform System Upgrade for the system elements outlined in this SOW.

3.5.3.2 Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

3.5.4 Upgrade Completion

3.5.4.1 Motorola Responsibilities

- Validate all certified System Upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

3.5.4.2 Customer Responsibilities

- Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

3.6 Special Provisions

The migration of capabilities from ASTRO® on-premises Core infrastructure to the cloud is included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to Customer-provided software and hardware. Motorola makes no warrants or commitments about adapting our standard system releases to accommodate Customer implemented equipment. If during the course of a System Upgrade, it is determined that Customer provided software and/or hardware does not function properly, Motorola will notify the Customer of the limitations. The Customer is responsible for any costs and liabilities associated with making the Customer-provided software and/or hardware work with the standard Motorola system release. This includes, but is not limited to, Motorola's costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the Customer.

Any Motorola software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Software License Agreement. Any non-Motorola Software is licensed to

Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding non-Motorola Software. Non-Motorola Software may include Open Source Software.

ASTRO® SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola no longer supports the ASTRO® 7.x software version in the Customer's system or discontinues the ASTRO® SUA program. In either case, Motorola will refund to Customer any prepaid fees for ASTRO® SUA applicable to the terminated period.

If the Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Upgrade Operations Team.

The ASTRO® SUA annualized price is based on the fulfillment of the system release upgrade in each eligible System Upgrade window. If the Customer terminates, except if Motorola is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible System Upgrade window if a system release upgrade has been taken prior to the point of termination.

Appendix A: ASTRO® System Release Upgrade Paths

The upgrade paths for standard ASTRO® system releases are listed in Table A-3: Certified Standard ASTRO® System Release Upgrade Paths.

Table A-1: Certified Standard ASTRO® System Release Upgrade Paths

ASTRO® System Release	Certified Upgrade Paths
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1

The upgrade paths for high security ASTRO® system releases for federal deployments are described in Table A-4: Certified High Security ASTRO® System Release Upgrade Paths.

Table A-2: Certified High Security ASTRO® System Release Upgrade Paths

ASTRO® High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO® 7.x platform is expressed in the form “ASTRO® 7.x release 20YY.Z”. In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year. A20XX.HS enhances the ASTRO® System release with support for Public Key Infrastructure (PKI) Common Access Card / Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance. Starting with the 2024 releases, Motorola is moving from the ASTRO 7.x release names to ASTRO Next. For the purposes of the SUA program, releases using the naming convention of AN (ASTRO Next) or A (ASTRO) will be considered the same.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein outlines Motorola’s presently anticipated general technology direction and is provided for information purposes only. The information in the roadmap is not a commitment to deliver a product, product feature, or software functionality. Motorola reserves the right to make changes to the content and timing of any product, product feature, or software release.

Appendix B: System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

Table B-3: System Configuration

System Configuration	2024	2025	2026	2027	2028
Core Configuration					
Cloud-based Core	0	0	0	0	0
On-premises Main Site	4	4	5	5	5
On-premises Backup Site	0	0	0	0	0
System Level Features					
Standalone Servers (Critical Connect / Smart Connect)	1	1	1	1	1
ISSI 8000	1	1	1	1	1
MOSCAD NFM RTU (typically 1 per site location)	153	153	158	158	158
Network Management Clients	12	12	17	17	17
IMW Servers	2	2	3	3	3
Telephone Interconnect					
Security Configuration					
AERSS Sensors	2	2	2	2	2
Firewalls	11	11	12	12	12
KMF Servers	0	0	0	0	0
KMF Clients	0	0	0	0	0
RF Site Configuration					
Virtual Prime Sites	0	0	1	1	1
IP Simulcast Prime Sites (include co-located/redundant)	0	0	0	0	0
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	153	153	158	158	158
GTR 8000 Base Stations	914	914	959	959	959
Dispatch Site Configuration					
Dispatch Site Locations	12	12	12	12	12
MCC 7500 Dispatch Consoles	40	40	40	40	40
AIS	3	3	4	4	4
CCGWs	75	75	75	75	75
MC EDGE Aux I/O	0	0	0	0	0
AXS Console Dispatch Site Locations	0	0	0	0	0

System Configuration	2024	2025	2026	2027	2028
AXS Console PDH (CommandCentral Hub)	0				
AXS Servers	0				
Third Party Elements					
Eventide Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	0	3(IP) 9(Alg)	4(IP) 9(Alg)	4(IP) 9(Alg)	4(IP) 9(Alg)
MACH Alert FSA Purchased through Motorola	0				
Genesis Applications Purchased through Motorola	0				

Appendix C: SUA Coverage Table

This appendix includes a breakdown of coverage under the SUA. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Motorola. A “board-level replacement” is defined as any Field Replaceable Unit (FRU).

Table C-6: SUA Coverage Table

ASTRO® Certified Solution	System Upgrade		
	Software	Hardware Full Product	Hardware Board-Level
Servers	✓	✓	
Workstations	✓	✓	
Firewalls	✓	✓	
Routers	✓	✓	
LAN Switches	✓	✓	
CirrusNode	✓	✓	
MCC 7500 Voice Processing Module	✓		✓
MCC 7500E Dispatch AIM	✓	✓	
MCC 7500E Dispatch (CommandCentral Hub)	✓	✓	
AXS PDH Client (CommandCentral Hub)	✓	✓	
SDM 3000 Aux I/O	✓	✓	
MC Edge Aux I/O	✓	✓	
GTR 8000 Base Stations	✓		✓
GCP 8000 Site Controllers	✓		✓
DSC 8000 Site Controllers	✓	✓	
GCM 8000 Comparators	✓		✓
Motorola logging interface equipment	✓	✓	
PBX switches for telephone interconnect	✓	✓	
SDM 3000 RTU	✓		✓
Conventional Channel Gateway (CCGW)	✓	✓	
NICE IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
MACH Alert FSA (if software, hardware and lifecycle purchased from Motorola)	✓	✓	

ASTRO® Certified Solution	System Upgrade		
Genesis Applications (if software, hardware and lifecycle purchased from Motorola)	✓	✓	

As of the execution of this five (5) year SUAll agreement, which will start in July 1st, 2024 and end in June 30th, 2029 (the “Term of the SUAll”), Motorola Solutions confirms that all of the current MOSWIN infrastructure system platforms, including but not limited to SDM3000 NFM RTU, SDM 3000 AUXIO, G-Series Prime Sites, GCP8000 Conventional Site controllers, MCC7500 and MCC7500e consoles, are supported and will be able to accept the SUA upgrades through the full Term of the SUAll. Nonetheless, the parties shall be able to agree to complete up to one upgrade during the final eligible upgrade window, as described in the proposal, in the next service agreement cycle, which extends beyond the current contract end date of June 30th, 2029. However, this shall not preclude the customer from adhering to the agreed upon payment terms in this five (5) year SUAll agreement.

Section 4

ActiveEye Managed Detection and Response for ASTRO® 25 Statement of Work

4.1 Overview

Motorola Solutions, Inc.'s (Motorola) ASTRO® 25 Managed Detection and Response (MDR) provides monitoring of radio network security information by specialized cybersecurity analysts with extensive experience working with ASTRO® 25 mission-critical networks.

The following sections describe the deliverables of the service, its technologies, and service obligations.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola's [Software Support Policy \(SwSP\)](#).

4.2 Description of Service

MDR is performed by Motorola's Security Operations Center (SOC) using the ActiveEyeSM security platform. The SOC's cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response Plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO® 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

The MDR service includes the deployment and optimization of these elements into the Customer's network.

The Service also provides Cybersecurity awareness and best practices training to fortify the first line of defense, the organization's people. A single subscription (1 seat) to Motorola Solutions online Learning Hub for Cybersecurity is included.

4.2.1 Managed Detection and Response Elements

This section and its subsections describe MDR elements, and their applicability for specific infrastructure.

4.2.1.1 ActiveEyeSM Security Platform

Motorola's ActiveEyeSM security platform collects and analyzes security event streams from ActiveEyeSM Remote Security Sensors (AERSS) in the Customer's ASTRO® 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems. The ActiveEye platform is provided in the English language.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

The Customer will receive access to the ActiveEyeSM platform as part of this service. ActiveEyeSM will serve as a single interface to display system security information. Using ActiveEyeSM, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

Applies to included ASTRO® 25 Radio Network Infrastructure (RNI), CEN, and Control Room CEN infrastructure.

4.2.2 Deployment Timeline and Milestones

The following phase descriptions lay out the necessary deployment activities and milestones required to achieve service readiness:

4.2.2.1 Phase 1: Service Onboarding

After contract signature, Motorola will schedule a service kick-off meeting with the Customer and provide information-gathering documents. This kick-off meeting is conducted remotely at the earliest, mutually available opportunity within 30 days of contract signing. Customer is to identify and ensure participation of key team members in kickoff and project initiation activities.

The Customer will be provisioned onto the ActiveEyeSM MDR portal and be able to configure key contacts for interaction with the Security Operations team. The portal will enable service notifications, access to vulnerability scans and cybersecurity advisories. The first vulnerability scan will be conducted and reported within the first 30-day period. The Customer will receive instructions for accessing the Security Operations Center and Incident Response (IR) teams within the first 30 days. Once access is provisioned, the customer will receive any assistance required from the IR team. Access will also be provided to the Cybersecurity Learning portal.

4.2.2.2 Phase 2: Infrastructure Readiness

Motorola will provide detailed requirements regarding Customer infrastructure preparation actions after the kick-off meeting. It is the Customer's responsibility to accomplish all agreed upon infrastructure preparations. It is Motorola's responsibility to separately complete any obligated and/or agreed infrastructure readiness tasks.

4.2.2.3 Phase 3: System Buildout and Deployment

Motorola will build and provision tools in accordance with the requirements of this proposal and consistent with information gathered in earlier phases. Motorola will also provide detailed requirements regarding Customer deployment actions. The Customer must deploy tools, as applicable, in their environment, in accordance with provided requirements.

4.2.2.4 Phase 4: Monitoring “Turn Up”

Motorola will verify in-scope assets are forwarding logs or events. Motorola will notify the Customer of any exceptions. Motorola will begin monitoring connected in-scope sources after the initial tuning period.

4.2.2.5 Phase 5: Tuning and Customer Training

Motorola will conduct initial tuning of events and alarms in the service, and conduct an additional ActiveEyeSM Portal training session.

4.2.2.6 Service Commencement

The Service will commence with the Service Onboarding phase or within 30 days of contract signature, whichever event occurs soonest for existing customers.

In the case of a new ASTRO system, the Service will commence in parallel to the commencement date of the core ASTRO Service package “Turn Up” date. Motorola and the Customer will collaborate to complete the additional deployment tasks.

4.2.3 General Responsibilities

Motorola Responsibilities

- Provide software and licenses to the Customer necessary to remotely monitor the ASTRO® 25 network and applicable CEN environments.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola service authentication credentials.
- Monitor the Customer’s ASTRO® 25 network and applicable CEN systems 24/7/365 for malicious or unusual activity, using trained and accredited technicians.
- Respond to security incidents in the Customer’s system in accordance with Section 4.3.6 Managed Detection and Response Priority Level Definitions and Response Times. Response may include, but is not limited to, requesting additional information from the Customer, continuing to monitor the event for further development or informing the Customer to enact the Customer’s documented Incident Response plan.
- Assist the Customer with identifying devices that support logging within the ASTRO® 25 network and applicable CEN systems have been configured to forward Syslog events to the AERSS.
- Provide the Customer with access to the ActiveEyeSM platform enabling Customer access to security event and incident details.

Customer Responsibilities

- The ASTRO® 25 MDR service requires a connection from the Customer's ASTRO® 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before the service commences. Internet service bandwidth requirements are as follows:
 - Bandwidth throughput 10 Mbps per AERSS.
 - High availability Internet Connection (99.99% (4-9s) or higher).
 - Packet loss < 0.5%.
 - Jitter <10 ms.
 - Delay < 120 ms.
 - RJ45 Port Speed - Auto Negotiate.
- It is the Customer's responsibility or the contracted maintainer to install the AERSS device in the Control Room CEN.
- Allow Motorola continuous remote access to monitor the ASTRO® 25 network and applicable CEN systems. This includes keeping the connection active, providing passwords, and working with Motorola to understand and maintain administration privileges.
- Maintain an active subscription for:
 - Security Update Service (SUS) (or Remote Security Update Service), ensuring patches and antivirus definitions are applied according to the release cadence of the service.
 - ASTRO Dispatch Service and ASTRO Infrastructure Response.
- Provide continuous utility services to any equipment installed or utilized at the Customer's premises to support service delivery and remote monitoring.
- Provide Motorola with contact information necessary to complete the Customer Support Plan (CSP). Notify the Customer's Customer Support Manager (CSM) within two weeks of any contact information changes.
- Notify Motorola if any components are added to or removed from the environment as it may be necessary to update or incorporate in MDR. Changes to monitored components may result in changes to the pricing of the MDR service.
- As necessary, upgrade the ASTRO® 25 system, on-site systems, and utilize third party software or tools to supported releases.
- Allow Motorola dispatched field service technicians physical access to monitoring hardware when required.
- Cooperate with Motorola and perform all acts that are required to enable Motorola to provide the services described in this SOW.
- Configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a ports on a switch) network traffic to the ActiveEyeSM sensor for applicable CEN systems.
- Responding to Cybersecurity Incident Cases created by the Motorola SOC.

4.2.4 Service Modules

4.2.4.1 Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEyeSM platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEyeSM notifies the SOC for further analysis.

Motorola Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.
- The SOC will consult with the Customer to identify appropriate log sources for the level of threat detection desired in each environment.

Customer Responsibilities

- If applicable, configure any Customer managed devices in the CEN to forward data to ActiveEyeSM.

Applies to included ASTRO® 25 RNI, CEN, and Control Room CEN infrastructure.

4.2.4.2 Network Detection

The AERSS deploys a Network Intrusion Detection System (NIDS), constantly monitoring traffic passing across, into, or out of the infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection alerts the SOC for further analysis.

Motorola Responsibilities

- Optimize the policies and configuration to tune out noise and highlight potential threats.
- The SOC consults with the Customer to identify the appropriate deployment of Network Detection Service Components. The SOC monitors and updates the security policy of each sensor to tune out unnecessary alerting and flow monitoring so that the system is optimized to detect true malicious activity.

Customer Responsibilities

- For Customer's owned CEN infrastructure, configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a ports on a switch) network traffic to the ActiveEyeSM sensor.
- Initiate recommended response actions when active attacks are detected.

Applies to included ASTRO® 25 RNI, CEN, and Control Room CEN infrastructure.

4.2.4.3 Attack Surface Management

Attack Surface Management is provided for the ASTRO internet-facing, external network interfaces. The scan is enabled from an internet cloud hosted service outside the ASTRO network. Discovery and vulnerability scans will be run quarterly or on a less frequent schedule defined with the Customer.

The initial scan results will be discussed with the Customer during service onboarding. Subsequent scans will be reviewed by a cybersecurity analyst. If any new findings of interest are surfaced, a ticket will be created to communicate these findings with the customer defined contacts.

Motorola Responsibilities

- Configure scans to match the Customer's preferences for external scope.
- Verify vulnerability scans are operating correctly.
- Make generated results available in the Customer's ActiveEyeSM portal.
- Create ticket notifications for significant, new findings of interest.

Customer Responsibilities

- During Service Onboarding kickoff, provide Motorola with the IP addresses and/or domain names to be included in the external vulnerability scans.
- In accepting this Statement of Work, the Customer authorizes Motorola to engage in external vulnerability scans of internet-facing, external assets disclosed by the Customer.
- Be responsible for updating Motorola with any changes to the IP addresses and/or domain names of the internet-facing, external assets subject to the external vulnerability scans.
- If the information required to enable vulnerability scanning of the internet-facing, external assets is not provided initially or is not current at any time during the term, Motorola will suspend scans until it is reasonably satisfied that it has been provided with the most current information.
- Review all quarterly vulnerability reports, and tickets of new findings.
- Perform any remediation actions required to address identified vulnerabilities.

Applies to Internet facing assets only.

4.3 Security Operations Center Monitoring and Support

4.3.1 Scope

Motorola delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola's SOC is staffed with security experts who will use ActiveEyeSM Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate and triage detected threats, and to recommend responses to the Customer. Customer support is provided in the English language.

Motorola will start monitoring the ASTRO 25 MDR service in accordance with Motorola processes and procedures after deployment, as described in Section 1.2 Deployment Timeline and Milestones.

The SOC receives system-generated alerts 24x7, and provides the Customer with a toll-free telephone number and email address for support requests, available 24x7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with Section 4.3.6: Incident Priority Level Definitions and Response Times.

4.3.2 Ongoing Security Operations Center Service Responsibilities

Motorola Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer's defined Incident Response Process.
- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the ASTRO® 25 MDR service.
- Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support Incident Response.

Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (POC).
- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola at least twenty four (24) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola's ability to perform the Managed SOC Service, as described in this SOW.

4.3.3 Technical Support

ActiveEyeSM Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEyeSM Security Management support requests, available Monday through Friday from 8 a.m. to 7 p.m. CST.

Motorola Responsibilities

- Notify Customer of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEyeSM.

Customer Responsibilities

- Provide sufficient information to allow Motorola technical support agents to diagnose and resolve the issue.

4.3.3.1 Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEyeSM Security Management platform and does not include use or implementation of third-party components.

4.3.4 Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed, the Motorola Security Operations team will engage with the customer to investigate the issue, determine the extent of the compromise and contain the activity to the extent possible with the Motorola security controls deployed within the environment. This expert guidance is available upon contract signature and extends through MDR infrastructure deployment phases and the term of the contract.

When an IoC is observed by the Security Analyst, Motorola and Customer will be responsible for the tasks defined in the following subsections.

Motorola Responsibilities

- Upon the identification of an IoC, notify the Customer's documented contact and initiate the escalation plan.
- Take documented, Customer approved actions in an attempt to contain an IoC to the extent enabled via Motorola managed technology. Communicate to the Customer any additional potential containment actions and Incident Response resources that can be taken across the Customer's managed IT infrastructure.
- Perform investigation using the ActiveEyeSM MDR integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola services exclude performing on-site data collection or official forensic capture activities on physical devices.

Customer Responsibilities

- Maintain one named PoC to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola teams.
- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

4.3.5 Event Response and Notification

Motorola will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

Table 4-1: Event Handling

Event Type	Details	Notification Requirement
False Positive or Benign	Any events determined by Motorola to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any events determined by Motorola to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 1-2.

4.3.5.1 Notification

Motorola will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table 4-2: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for EOI. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of EOI that require urgent notification. These usually include telephone notifications.

Motorola will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola during the implementation process.

4.3.5.2 Tuning

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by the Customer to preserve system and network resources.

Motorola will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEyeSM, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

4.3.5.3 Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed deployed and configured and starts receiving data. During the tuning period, Motorola may make recommendations to the Customer to adjust the configurations of their installed software so Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola will provide responses and notifications during this period.

Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

4.3.6 Incident Priority Level Definitions and Response Times

Priority for an alert-generated incident or EOI is determined by the ActiveEyeSM Platform analytics that process multiple incoming alert feeds, automation playbooks, and cybersecurity analyst knowledge.

Priority	Definition	Service Coverage
Critical	Security incidents that have caused, or are suspected to have caused significant damage to the functionality of the Customer's ASTRO® 25 system or information stored within it. Efforts to recover from the incident may be significant. Examples: - Malware that is not quarantined by anti-virus. - Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including United States (U.S.) public holidays.
High	Security incidents that have localized impact and may become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: - Malware that is quarantined by antivirus. - Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including U.S. public holidays.
Medium	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: - Suspected unauthorized attempts to log into user accounts. - Suspected unauthorized changes to system configurations, such as firewalls or user accounts. - Observed failures of security components. - Informational events. - User account creation or deletion. - Privilege change for existing accounts.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.
Low	These are typically service requests from the Customer.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.

4.3.6.1 Response Time Goals

Priority	Response Time
Critical	An SOC Cybersecurity Analyst will make contact with the customer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
High	An SOC Cybersecurity Analyst will make contact with the customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
Medium	An SOC Cybersecurity Support Engineer will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	An SOC Cybersecurity Support Engineer will make contact with the Customer technical representative within seven business days of the logged request for support at the issue management system.

4.3.6.2 ActiveEyeSM Platform Availability

The platform utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis, and visualization tiers. Motorola will make commercially reasonable efforts to provide monthly availability of 99.9% for the ActiveEyeSM Platform services. Service availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola’s reasonable control, such as disruptions of, or damage, to the Customer’s or a third-party’s information or communications systems or equipment, telecommunication circuit availability/performance between Customer sites, any on-premises core and/or between on-premises equipment and the ActiveEyeSM Platform.

4.4 Included Services

4.4.1 Site Information

The following quantities are included in the scope:

Site / Location	Quantity
Core Site	4
DSR	0
Control Room CEN	0
Co-located CEN	2
Network Management Clients	12
Dispatch Consoles	40

AIS	3
CEN Endpoints	17

4.4.2 Services Included

The ActiveEyeSM service modules included in our proposal are viewable in the Subscribed column below. The Network Environment column designates the location of each module: ASTRO[®] 25 Radio Network Infrastructure (RNI), Customer Enterprise Network (CEN), or the Control Room CEN.

Service Module	Features Included	Network Environment	Subscribed
ActiveEye SM Remote Security Sensor (AERSS)	Number of sensors: - Already Deployed	RNI CEN	X
Log Collection / Analytics	Online Storage Period 30 Day Storage Extended Log Storage Length: 12 Months	RNI CEN	X
Network Detection	Up to 1 Gbps per sensor port	RNI CEN	X

4.5 Limitations and Exclusions

This section applies to all cybersecurity services contained in the Statement of Work. MDR does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or completion of a Customer’s Incident Response Plan.

Motorola’s scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns

NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER’S OR THIRD PARTIES’ SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES

4.5.1 Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer’s system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer’s system. Services and deliverables are limited by, among other things, the

evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the Statement of Work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

4.5.2 Processing of Customer Data in the United States and/or Other Locations.

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the U.S. and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

4.5.3 Customer and Third-Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses (i.e., so long as not defined as personal information under applicable law), file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services, which data shall be deemed Service Use Data (i.e., Motorola data).

4.5.4 Third-Party Software and Service Providers, Including Resale

Motorola may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party’s own terms, licenses, End User License Agreements (EULA), privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms may include the following, if applicable, or as otherwise made available publicly, through performance, or upon request:

Third Party Provider	Links
Palo Alto	EULA: www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf <u>Customer Data Processing Addendum:</u>

www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo_alto_networks_customer_data_processing_agreement.pdf

Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. Motorola disclaims any responsibility for customer use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

Section 5

Pricing Summary

5.1 ASTRO SUA Pricing

MOSWIN Zones 1, 2 , 3, 4, Zone 5 (Starting in 2026)	FY25	FY26	FY27	FY28	FY29	Total 5 Year Spend
Services Name	CY 24	CY25	CY26	CY27	CY28	
System Technical Support (24 x 7)	Included within Scope of Services					
Eventide Services (8x5 Maintenance and SUA) - Troop HQ	\$ 20,399	\$ 81,597	\$ 84,861	\$ 88,255	\$ 91,785	\$ 366,897
Eventide Services (8x5 Maintenance and SUA) - MO HP	\$ 91,369	\$ 94,110	\$ 96,933	\$ 99,841	\$ 102,836	\$ 485,089
Active Eye Managed Detection and Response	\$ 185,383	\$ 192,799	\$ 200,511	\$ 208,531	\$ 216,872	\$ 1,004,096
Security Update Service	\$ 211,572	\$ 224,464	\$ 238,140	\$ 252,642	\$ 262,748	\$ 1,189,566
SUA II	\$ 3,232,422	\$ 3,300,915	\$ 3,572,106	\$ 3,685,213	\$ 3,835,952	\$ 17,626,607
Total SUAII*	\$ 3,741,144	\$ 3,893,884	\$ 4,192,550	\$ 4,334,482	\$ 4,510,193	\$ 20,672,254
Discount incentive for fully executed single 5 year contract for all SUAII services proposed.	\$ (639,987)	\$ (665,024)	\$ (582,523)	\$ (629,836)	\$ (676,559)	\$ (3,193,928)
Additional discount incentive for executed single 5 year contract term by 9/25/2024.	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (500,000)
Four Month Extension (7/1/24 - 10/31/24) to existing MOSWIN Infrastructure Operations and Support Agreement - Amendment #08	\$ (935,753)					
Annual Grand Total after Discount	\$ 2,065,405	\$ 3,128,860	\$ 3,510,028	\$ 3,604,646	\$ 3,733,634	
Grand Total SUAII*						\$ 16,042,573

*All pricing and incentives listed are contingent upon a single executed agreement for the full 5 year SUAII contract term (commencing on 7/1/24 and ending on 6/30/29) as defined in the matrix above.

* MOSWIN will be invoiced initially on November 1, 2024 for remainder of Year 1 and continue to be invoiced annually on July 1st with Net 30 payment terms each subsequent year.

5.2 Optional Services Pricing FY24-FY28

Calendar Year	Jul-24	Jul-25	Jul-26	Jul-27	Jul-28
State of Missouri Fiscal Year	FY25	FY26	FY27	FY28	FY29
Motorola Project Management Services - PM / Day*	\$2,658	\$2,738	\$2,990	\$3,079	\$3,172
Motorola System Technologist Services - ST / Day*	\$2,658	\$2,738	\$2,990	\$3,079	\$3,172
Motorola System Engineer Services – Eng / Day*	\$2,658	\$2,738	\$2,990	\$3,079	\$3,172
MSS Technician Services / Hr (Mon-Fri 7am - 5pm/4 hour minimum Callout)**	\$309.09	\$318.36	\$327.91	\$337.75	\$347.88
MSS Technician Services / Hr (After hour and weekend/4 hour minimum)**	\$409.09	\$421.36	\$434.00	\$447.02	\$460.44
MSS Technician Services / Hr (After hour and weekend/4 hour minimum)**	\$545.45	\$561.82	\$578.67	\$596.03	\$613.91
Site Design & Implementation Services (Architecture & Engineering, Antenna & Line install, Foundation Services, Structure Analysis, Supply & Install New Shelter, Supply & Install New Tower, Supply & Install Generator, Supply & Install HVAC, Supply & Install Propane Tanks, Supply & Install Fencing, Supply & Install R56 Grounding, Removal of Antenna Equipment & Line, etc.)	Custom Quote based on specific scope.				

* Daily Rate is based on an 8 hr work day Mon - Fri (9am to 5pm)

** A Purchase Order will need to be provided prior to scheduling of MSI resources.

Scheduling is based upon resource availability with no guarantee of immediacy.

5.3 Motorola Solutions Product Discounts Price List

The Product Discounts Price List below is attached to and made a part of the MOSWIN ASTRO System Upgrade Agreement. The investment that the State of Missouri has made with Motorola Solutions allows additional discounts to be available for our suite of products.

State Agencies, other Government Users (any governmental entity other than a State agency within the state of Missouri) may procure the products, equipment and services as described below to include all related hardware, software, services and equipment to be used for the purpose of operating on or interfacing with the MOSWIN network. Agencies may only order products and services to be used in conjunction with the MOSWIN system, which meet the single feasible source provisions of the contract.

Hardware and software pricing will be based on the current published price at time of purchase in the Motorola Price Catalog available through Motorola Online at shop.motorolasolutions.com. Items that are not currently listed in the Motorola Price Catalog (i.e. new or custom items) can be quoted on a case-by-case basis.

Category	Discount	Product Description
Public Safety Platform & Software Suite	10%	Motorola Equipment
Public Safety Platform & Software Suite	10%	Motorola Software
Public Safety Platform & Software Suite	10%	Motorola Licenses
Public Safety Platform & Software Suite	5%	Motorola Services
Public Safety Platform & Software Suite	5%	Motorola Storage Services
Public Safety Platform & Software Suite	10%	Motorola Video Analytics
Public Safety Platform & Software Suite	10%	Motorola Records Management System
Public Safety Platform & Software Suite	15%	Motorola Cameras- Fixed Camera, InCar, BWC, LPR
Public Safety Platform & Software Suite	10%	Motorola NG-911
Public Safety Platform & Software Suite	10%	Motorola CAD
Public Safety Platform & Software Suite	25%	Motorola MCC Consoles
Public Safety Platform & Software Suite	15%	Motorola AVTEC Consoles
Public Safety Platform & Software Suite	5%	Motorola Command Central AXS Console
Public Safety Platform & Software Suite	15%	Motorola Supplied Monitors
Public Safety Platform & Software Suite	10%	Motorola Supplied Loggers
Public Safety Platform & Software Suite	5%	Motorola Contracted Service/Shop Supplies
Public Safety Platform & Software Suite	15%	Motorola Audio Access.
Public Safety Platform & Software Suite	15%	Motorola ISSI
Public Safety Platform & Software Suite	10%	Motorola WAVE Technology
Public Safety Platform & Software Suite	10%	Motorola Critical Connect

Category	Discount	Product Description
Public Safety Platform & Software Suite	10%	Motorola WAVE On-Cloud
Public Safety Platform & Software Suite	27%	APX Portables, Mobiles and Accessories
Public Safety Platform & Software Suite	27%	APX NEXT Portables and Accessories
Public Safety Platform & Software Suite	27%	N Series Portables and Accessories
Public Safety Platform & Software Suite	27%	Motorola APX Consolettes
Public Safety Platform & Software Suite	27%	Motorola APX Deskset
Public Safety Platform & Software Suite	5%	Motorola Dropship
Public Safety Platform & Software Suite	15%	Motorola Audio Access.
Public Safety Platform & Software Suite	10%	Motorola Flashport Upgrades
Public Safety Platform & Software Suite	15%	Motorola LEX Devices and Applications
Public Safety Platform & Software Suite	25%	Motorola Astro Base Station Products
Public Safety Platform & Software Suite	25%	Motorola Astro Master Site Equipment
Public Safety Platform & Software Suite	10%	Motorola Conv Base Station Products
Public Safety Platform & Software Suite	10%	Motorola Misc. Site Equipment
Public Safety Platform & Software Suite	10%	Motorola Supplied MESH
Public Safety Platform & Software Suite	10%	Motorola Supplied Point to Point
Public Safety Platform & Software Suite	10%	Motorola RAVE
Public Safety Platform & Software Suite	5%	Motorola Broadband and Backhaul Services
Public Safety Platform & Software Suite	10%	Motorola Fire Station Alerting
Public Safety Platform & Software Suite	10%	Motorola Personnel Accountability
Public Safety Platform & Software Suite	15%	Motorola Key Management (KMF)
Public Safety Platform & Software Suite	10%	Motorola KVL5000
Ecommerce Site	15%	https://shop.motorolasolutions.com/
Fixed Station Accessories	10%	Infrastructure Antennas
Fixed Station Accessories	10%	Transmission Line
Fixed Station Accessories	10%	Combiners
Fixed Station Accessories	10%	Shelters
Fixed Station Accessories	10%	Other Site Components
Professional Services	10%	Tower Structural Analysis
Professional Services	10%	Site Development
Professional Services	10%	Site Integration
Professional Services	10%	Project Management
Professional Services	10%	Security, IP Networking
Professional Services	10%	Engineering Services
Service/Maintenance	10%	Site Repair Services (Tower, Gen, HVAC, etc)

Pricing Summary



Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

Category	Discount	Product Description
Service/Maintenance	5%	Subscriber Repair
Test Equipment	10%	Test Equipment/Shop
Training-Professional Services	10%	Training/Services

NOTES:

- 1. Agencies may only order products and services to be used in conjunction with the MOSWIN system, which meet the single feasible source provisions of the contract)
- 2. Product Discounts may require additional terms and conditions to procure, which will be provided as requested.
- 3. Motorola Solutions reserves the right to offer higher discounts above and beyond the pricing in this section 5.3 on a case-by-case basis for incentives for customer loyalty, trade-ins, timing, bulk purchases and various promotions. Agencies can reach out to their Motorola Solutions Account Manager to discuss what additional discounts may be available.

Section 6

Contractual Documentation

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration

Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola’s ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, “**Documentation**”). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola’s use without charge and may be removed from Customer’s premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer’s custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.

3.4. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.5. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Customer affirms they have signatory authority to execute this contract. The contract price of \$16,042,573, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

4.2. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.4. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content

(including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

5.6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola._

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS"

AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and

remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Reserved

8. **Limitation of Liability.**

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. TO THE EXTENT ALLOWED BY LAW, EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “**MOTOROLA PARTIES**”) WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA’S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. TO THE EXTENT ALLOWED BY LAW, EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES’ TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. TO THE EXTENT ALLOWED BY LAW, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER’S OR ANY AUTHORIZED USER’S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola Fees set forth in an Ordering Document for such Services, if applicable.

9. **Confidentiality.**

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and

Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order, lawful record request, or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its

Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; **“Third-Party Data”** means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; **“Motorola Data”** means data owned or licensed by Motorola; **“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and **“Process”** or **“Processing”** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, **“Motorola Materials”**). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its

Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. RESERVED

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute to the applicable court. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-

party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

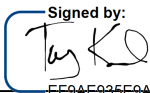
13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

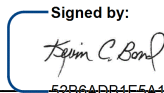
13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola: Motorola Solutions, Inc.

State of Missouri Department of Public Safety

By:  Signed by: EF9AE935E9AD444...
Name: Tony Kosiba
Title: MSSI Vice President
Date: 26 September 2024 | 11:40:00 AM PDT

By:  Signed by: 52B6ADB4E5A14EC...
Name: Kevin Bond
Title: DPS Deputy Director
Date: 26 September 2024 | 12:23:00 PM PDT

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is subject to, and governed by, the terms of the MCA. Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. **Addendum.** This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. **Delivery of Equipment and Licensed Software.**

2.1. **Delivery and Risk of Loss.** Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. **Delays.** Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. **Beta Services.** If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. **Licensed Software License and Restrictions.**

3.1. **Licensed Software License.** Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. **Subscription License Model.** If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. **Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or

sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the "**EPSLA Term**") will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable,

but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the **“Motorola Licensed Software Warranty”**. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; OR (K) TRACKING AND LOCATION-BASED SERVICES.

6.3. Voluntary Remedies. If Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola and **Customer**, and will be subject to, and governed by, the terms of the MCA. Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer’s internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this Contractual Documentation



SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due. The parties acknowledge that pricing for Cyber Services is dependent on the full term or subscription periods specified in any such Ordering Document. Motorola will have the right to suspend the Services if Customer fails to make any payments when due

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

5.3. Customer Data. For avoidance of doubt, for Cyber Services so long as not specifically identifying the Customer, "Customer Data," as defined in the MCA, shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services

5.4. Future Regulatory Requirements. The Parties acknowledge and agree that Cyber Service is an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. TO THE EXTENT ALLOWED BY LAW, IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Direct Damages. To the extent allowed by law, and for avoidance of doubt, notwithstanding the limitation set out in Section 8.2 of the MCA, the direct damages limitation for Cyber services provided under this SSA is limited to the fees,

or the portion of fees, relating only to the Cyber Security Services under this SSA, even if such Services are offered or bundled with other Motorola services.

6.3. Voluntary Remedies. If Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

Professional Services Addendum

This Professional Services Addendum (“**PSA**”) is entered into between Motorola and **Customer** and will be subject to, and governed by, the terms of the **MCA**. Capitalized terms used in this PSA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This PSA governs Customer’s purchase of Professional Services (as defined below), and will form part of the Parties’ Agreement. In addition to the MCA, other Addenda may be applicable to the Professional Services, including the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, and the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, as further described below. This PSA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Professional Services purchased under this PSA and not with respect to other Products and Services.

2. Professional Services; Applicable Terms and Conditions.

2.1 Professional Services. Services provided by Motorola to Customer under this Agreement the nature and scope of which are more fully described in the Ordering Documents (“**Professional Services**”).

2.2 Assessment of Systems & Operations. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer’s or a third party’s information systems, equipment, voice transmissions, and data, including, but not limited to, denial or access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer’s voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

2.3 Network Security. If Customer is purchasing network security assessment of network monitoring Professional Service, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer’s system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee. Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

2.4 Application Development. If Customer purchases software application development as part of the Professional Services, the Deliverables will be licensed pursuant to the applicable Addendum and other applicable Ordering Documents.

3. To obtain any additional Professional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer’s purchase order will not affect the applicability of this Agreement. Motorola’s proposal may include a cover page entitled “Service Agreement” or “Installation Agreement”, as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4. Payment. Customer will pay invoices for the Professional Services covered by this PSA in accordance with the invoice payment terms set forth in the MCA. Additional payment terms are set forth hereto in Exhibit A – Payment.

5. Survival. The following provisions will survive the expiration or termination of this PSA for any reason: **Section 1 – Addendum; Section 2 – Professional Services; Applicable Terms and Conditions; Section 5– Survival. Maintenance, Support and Lifecycle Management Addendum**

This Maintenance, Support and Lifecycle Management Addendum (this “**MSLMA**”) is entered into between Motorola Solutions, Inc., with office at 500 W. Monroe, suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”) and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties the (“**MCA**”).

Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This MSLMA governs Customer's purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Ordering Document, related Services) from Motorola and will form part of the Parties' Agreement. In addition to the MCA, other Addenda may be applicable to the MSMLA, including the Equipment Purchase and Software License Addendum ("**EPSLA**"), with respect to Licensed Software and Equipment, and the Communications System Addendum ("**CSA**") as further described below. This MSMLA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Maintenance, Support and Lifecycle Management services purchased under this MSMLA and not with respect to other Products and Services.

2. Scope

Motorola will provide break/fix maintenance, technical support, or other Services (such as software integration Services) ("Maintenance and Support Services") and/or upgrade services ("Lifecycle Management") as further described in the applicable Ordering Documents.

3. Terms and conditions

3.1 Maintenance and Support services

3.1.1 Purchase Order Acceptance. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 Start Date. The "Start Date" for Maintenance and Support Services will be indicated in the applicable Ordering Document.

3.1.3 Auto Renewal. Unless the applicable Ordering Documents specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Maintenance and Support Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 Termination. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this MSLMA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

3.1.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Ordering Documents.

3.1.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSLMA and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 Maintenance. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 Equipment Condition. All Equipment must be in good working order on the Start Date or when

additional equipment is added to the MSLMA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSLMA and applicable Ordering Documents.

3.1.10 Intrinsically Safe. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 Excluded Services.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this MSLMA or the applicable Ordering Documents, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 Time And Place. Service will be provided at the location specified in this MSLMA and/or the applicable Ordering Documents. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this MSLMA or applicable Ordering Documents, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this MSLMA or applicable Ordering Documents, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 Customer Contact. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.1.14 Warranty. Motorola warrants that it's Maintenance and Support Services under this section will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,**

INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**3.2 Lifecycle Management Services**

3.2.1 The Software License terms included in the MCA and its Addendum applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this MSLMA is described in the proposal. Furthermore, the Lifecycle Management Price for the Term years of services is described in the proposal, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Ordering Documents, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The Communications System upgrade will be scheduled during the subscription period and will be performed when Motorola's upgrade operation resources are available. Because there might be a significant time frame between when this MSLMA is executed and when a Communications System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered, in accordance with the EPSLA, and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on Communications System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Ordering Documents.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Ordering Documents, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this MSLMA or the applicable Ordering Documents, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this Maintenance and Support or Lifecycle Management service and contractual commitment before the end of the Term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the Term year commitment. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

4. Payment

4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

END

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-811 A Resolution of Intent for the City of Independence to enter into discussions with the Missouri Department of Conservation concerning the future ownership and use of the Lipton Conservation Area. **Item passes 6-0 Res. No. 7188**

Recommendations:

Council approval is recommended.

Background:

On August 3, 2009, the City of Independence and the Missouri Department of Conservation entered into a 10-year Lease Agreement for the property known as the Lipton Conservation Area; and on August 3, 2019, the City of Independence and the Missouri Department of Conservation renewed the Lease Agreement for an additional ten years. In February 2025, the Missouri Conservation Department informed the Parks and Recreation Department of its desire to donate the Lipton Conservation Area property to the City with the express purpose of recreational use only. The Lipton Conservation Area provides a natural and primitive outdoor recreation area for trail hiking, bird watching, and outdoor education activities, and is an important potential future trail connection. The Parks and Recreation Department has been responsible for all litter pickup and trash removal, mowing and trail maintenance, and trimming and removal of dead and hazardous trees since August 2009.

The Missouri Department of Conservation has given the City a deadline of December 31, 2025 to issue a Resolution of Intent to enter into discussions to acquire the Lipton Conservation area.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact at this time.

Council Action:

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

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Lipton Conservation Area - Resolution of Intent - Nov 2025
2. Lipton Conservation Area - Resolution of Intent - Nov 2025
3. Lipton Conservation - Pros Consulting Memo
4. Lipton Conservation Area - Maps
5. Res. No. 7188

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION OF INTENT FOR THE CITY OF INDEPENDENCE TO ENTER INTO DISCUSSIONS WITH THE MISSOURI DEPARTMENT OF CONSERVATION CONCERNING THE FUTURE OWNERSHIP AND USE OF THE LIPTON CONSERVATION AREA.

WHEREAS, on August 3, 2009, the City of Independence and the Missouri Department of Conservation entered into a 10-year Lease Agreement for the property known as the Lipton Conservation Area; and on August 3, 2019, the City of Independence and the Missouri Department of Conservation renewed the Lease Agreement for an additional ten years; and,

WHEREAS, in February, 2025, the Missouri Conservation Department informed the Parks and Recreation Department of its desire to donate the Lipton Conservation Area property to the City with the expressed purpose of recreational use only; and,

WHEREAS, the Lipton Conservation Area provides a natural and primitive outdoor recreation area for trail hiking, bird watching, and outdoor education activities, and is an important potential future trail connection; and,

WHEREAS, the Parks and Recreation Department has been responsible for all litter pickup and trash removal, mowing and trail maintenance, and trimming and removal of dead and hazardous trees since August 2009; and

WHEREAS, Pros Consulting, hired by the Parks and Recreation Department to complete a Parks and Recreation Master Plan, supports the City's intention to pursue the donation of the Lipton Conservation Area for inclusion in the Independence park system for continued use by the community as a recreation area;

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, enter into discussions with the Missouri Department of Conservation to accept a donation of the Lipton Conservation Area property to be used for recreational purposes only.

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

Presiding Officer of the City Council
City of Independence, Missouri

ATTEST:

City Clerk

APPROVED:

City Counselor

REVIEWED:

Interim City Manager

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION OF INTENT FOR THE CITY OF INDEPENDENCE TO ENTER INTO DISCUSSIONS WITH THE MISSOURI DEPARTMENT OF CONSERVATION CONCERNING THE FUTURE OWNERSHIP AND USE OF THE LIPTON CONSERVATION AREA.

WHEREAS, on August 3, 2009, the City of Independence and the Missouri Department of Conservation entered into a 10-year Lease Agreement for the property known as the Lipton Conservation Area; and on August 3, 2019, the City of Independence and the Missouri Department of Conservation renewed the Lease Agreement for an additional ten years; and,

WHEREAS, in February, 2025, the Missouri Conservation Department informed the Parks and Recreation Department of its desire to donate the Lipton Conservation Area property to the City with the expressed purpose of recreational use only; and,

WHEREAS, the Lipton Conservation Area provides a natural and primitive outdoor recreation area for trail hiking, bird watching, and outdoor education activities, and is an important potential future trail connection; and,

WHEREAS, the Parks and Recreation Department has been responsible for all litter pickup and trash removal, mowing and trail maintenance, and trimming and removal of dead and hazardous trees since August 2009; and

WHEREAS, Pros Consulting, hired by the Parks and Recreation Department to complete a Parks and Recreation Master Plan, supports the City's intention to pursue the donation of the Lipton Conservation Area for inclusion in the Independence park system for continued use by the community as a recreation area;

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, enter into discussions with the Missouri Department of Conservation to accept a donation of the Lipton Conservation Area property to be used for recreational purposes only.

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

Presiding Officer of the City Council
City of Independence, Missouri

ATTEST:

City Clerk

APPROVED:

City Counselor

REVIEWED:

Interim City Manager

Memo

Inspiring
Communities
to Action

Date: 10/3/2025

To: Morris Heide, Director of Parks and Recreation

From: Leon Younger and Travis Tranbarger, PROS Consulting

CC: Hank Moyers and PJ Novick, Confluence

RE: Donation of Lipton Conservation Area



Lipton Conservation Area just south of Santa Fe Park

It is the understanding of PROS Consulting that the Missouri Department of Natural Resources has offered to donate approximately 41 acres of natural space to the City of Independence with the only stipulation that it remains dedicated for recreational purposes only.

This opportunity comes with several benefits for the park system and community. The property also aligns with several components of the Parks and Recreation Master Plan that is currently in progress.

COMMUNITY PRIORITIES

As a part of the master planning process, a statistically valid community survey was completed in the spring of 2025. The survey analysis revealed several high priorities for investment including community parks and nature preserves/open space. Both types of parks were in the top ten highest priorities according to ETC Institute's Priority Investment Rating, which equally weighs the importance residents place on certain amenities and facilities and how many residents have unmet needs specific amenities and facilities.

LEVEL OF SERVICE

Additionally, a level of service analysis reveals a current need of 53.22 acres (35.02 acres for community parks) and future need of 51.03 acres (34.65 acres for community parks) based on current park inventory as well as current and future population numbers.

PARK CLASSIFICATIONS

While Lipton Conservation Area is currently defined as a natural area, this property has the potential to also serve the park system as a community park being that it is directly adjacent to Santa Fe Park and could be considered an extension of that specific property.

Pros Consulting defines natural areas and community parks in the following manner:

- **Open Space/Natural Areas:** Open space/natural areas are undeveloped but may include natural or paved trails. Open space contains natural resources that can be managed for recreation and natural resource conservation values such as a desire to protect wildlife habitat, water quality, and endangered species. Open space also can provide opportunities for nature based, unstructured, low-impact recreational opportunities such as walking and nature viewing
- **Community Park:** Community parks are medium-sized parks (20–100 acres), serving residents within a three-mile radius. They offer recreation for all ages with amenities such as athletic fields, pools, courts, recreation centers, trails, picnic areas, restrooms, playgrounds or spray grounds, and open green space. In addition to active uses, they also provide opportunities for passive recreation like reflection, nature observation, and relaxation.

LAND ACQUISITION CRITERIA

Finally, the following criteria for land acquisition should be considered by Independence to help the City acquire needed park land for the future. This allows the City to buy land or receive donations based on a set criterion versus because an opportunity came along. Lipton Conservation Area meets most of the criteria that has been outlined below.

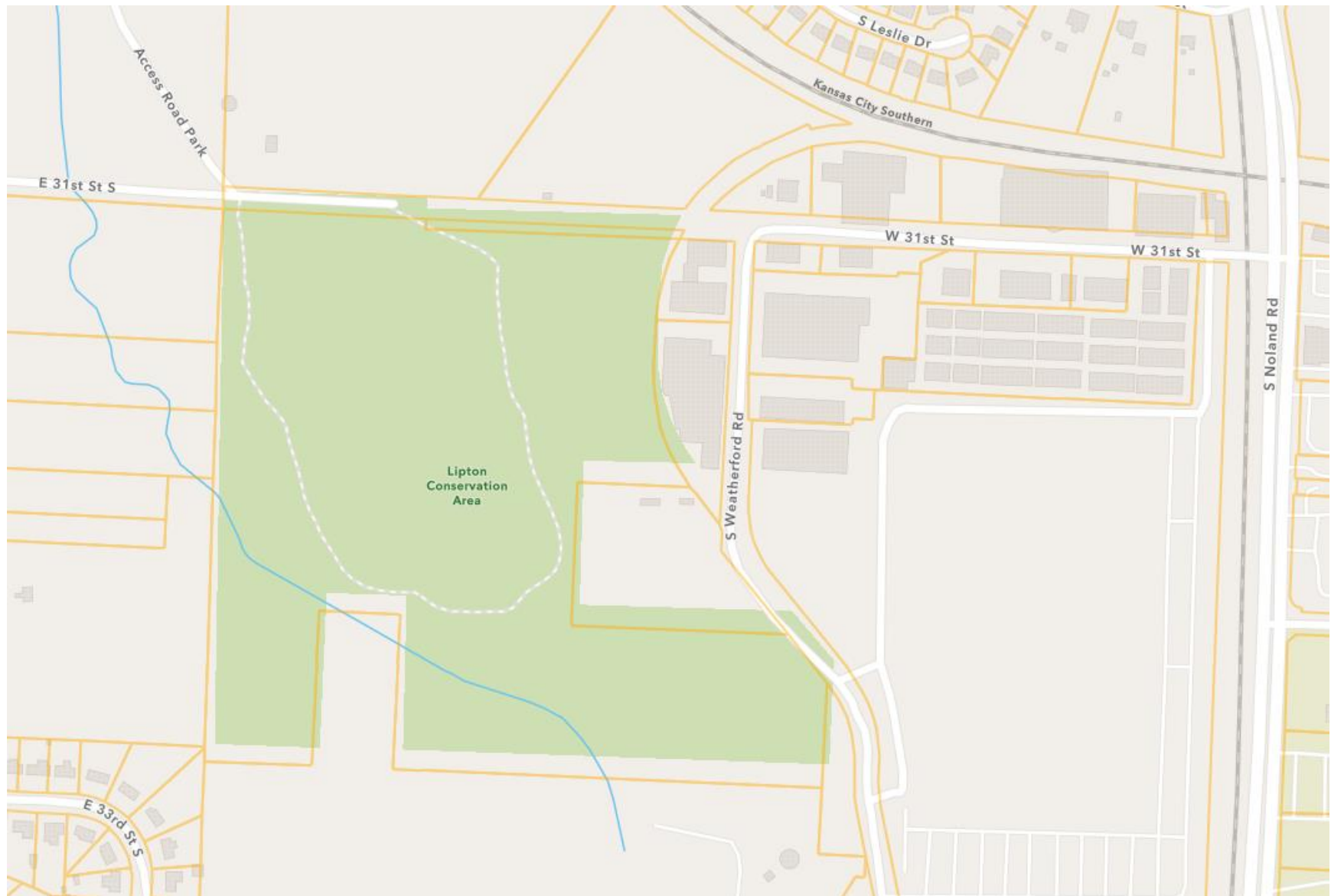
1. The proposed land supports an unmet need in the community and is in an underserved area of the community for that classification of park.
 - As an extension of Santa Fe Park, this property expands the service radius of the already established community park in the southwest part of the city.
2. The land is adjacent to an existing park or trail and will provide greater access for the community to enjoy the resource.
 - See number one above.
3. The land supports a recreation facility need in the community such as a recreation center, aquatic center, sports complex which are important to the residents or an unmet need.
4. The land supports a connectivity route for an existing or future trail extension.
 - There is additional connectivity possible from the neighborhood to the west/southwest of the property.
5. The land is adjacent to a school where the value can be maximized by the school and the Department for needed programs.
6. The land supports an environmentally endangered area in the City and needs to be protected.

- Most of the property is woodlands.
- 7. The land is identified as a heritage site or building of the City and should be preserved.
- 8. The land is a natural and unique piece of property with high conservation value and should be preserved.
 - As mentioned above under number six, the property is largely woodland and can provide opportunities for outdoor adventure and nature enrichment programming which is already a core program focus for Independence Parks and Recreation.
- 9. The land is donated and it meets one of the top eight criteria listed.
 - The land would be donated by the Missouri Department of Natural Resources.

RECOMMENDATION

PROS Consulting recommends that the city accept the donation of the Lipton Conservation Area to be included in the Independence park system for future use by the community as a recreation area.

Independence Parks and Recreation should establish consistent maintenance standards for existing and future park development. Because this property is largely natural, added maintenance needs will be minimal in the short term, but the department should develop clear cost estimates based on the future adopted standards and long term plans for the park.

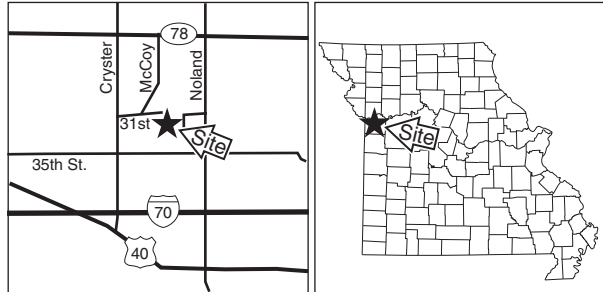




LIPTON CONSERVATION AREA

JACKSON COUNTY
34 ACRES

VICINITY MAP



SCALE



31st Street

← To Santa Fe Road



31st Street

McCoy Street

LEGEND

Boundary	
Paved Road	
Hiking Trail	
Railroad	
Forest	
Topography	



BILL NO. 25-811

RESOLUTION NO. 7188

A RESOLUTION OF INTENT FOR THE CITY OF INDEPENDENCE TO ENTER INTO DISCUSSIONS WITH THE MISSOURI DEPARTMENT OF CONSERVATION CONCERNING THE FUTURE OWNERSHIP AND USE OF THE LIPTON CONSERVATION AREA.

WHEREAS, on August 3, 2009, the City of Independence and the Missouri Department of Conservation entered into a 10-year Lease Agreement for the property known as the Lipton Conservation Area; and on August 3, 2019, the City of Independence and the Missouri Department of Conservation renewed the Lease Agreement for an additional ten years; and,

WHEREAS, in February, 2025, the Missouri Conservation Department informed the Parks and Recreation Department of its desire to donate the Lipton Conservation Area property to the City with the expressed purpose of recreational use only; and,

WHEREAS, the Lipton Conservation Area provides a natural and primitive outdoor recreation area for trail hiking, bird watching, and outdoor education activities, and is an important potential future trail connection; and,

WHEREAS, the Parks and Recreation Department has been responsible for all litter pickup and trash removal, mowing and trail maintenance, and trimming and removal of dead and hazardous trees since August 2009; and

WHEREAS, Pros Consulting, hired by the Parks and Recreation Department to complete a Parks and Recreation Master Plan, supports the City's intention to pursue the donation of the Lipton Conservation Area for inclusion in the Independence park system for continued use by the community as a recreation area;

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, enter into discussions with the Missouri Department of Conservation to accept a donation of the Lipton Conservation Area property to be used for recreational purposes only.

PASSED THIS 1st DAY OF December, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.



A large, stylized blue ink signature of the Presiding Officer of the City Council.

Presiding Officer of the City Council
City of Independence, Missouri

ATTEST:

Suzanne Hollenbeck
City Clerk



APPROVED:

J. M. C.
City Counselor

REVIEWED:

C. Reynolds
Interim City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-812 A resolution establishing temporary Short Term Rental regulations in preparation for the 2026 FIFA World Cup. **Res. No. 7189**

Recommendations:

Staff recommends approval.

Background:

The purpose of the World Cup Committee is to analyze, develop and recommend positions and strategies on legislative and regulatory matters. The core objective is to enable and advocate for policy changes or temporary measures to help businesses capitalize on the increased customer traffic and exposure during the World Cup.

On June 23, 2025, the Committee presented to the City Council policy changes regarding short-term rentals. Staff took those policy recommendations and developed temporary short-term rental regulations.

The proposal adopts temporary regulations that modify the Unified Development Ordinance (UDO) Sections 14-424-01 through 14-424-25 for the limited period of June 1–July 30, 2026. The temporary exclusions to some of the regulations are below:

- **Owner Limits:** No cap on the number of short-term rentals owned or operated by a single owner.
- **Density:** No spacing or density limitations on short-term rental locations.
- **Bedrooms:** No maximum number of bedrooms permitted for a short-term rental.
- **Review Process:** The Community and Economic Development Director will coordinate review through the Development Review Committee. Administrative approval is granted when clear and convincing evidence shows compliance with all applicable requirements and submission standards.

Applications may be submitted starting December 8, 2025.

These temporary measures support visitor accommodation needs and provide a predictable, efficient review process while maintaining necessary health, safety, and code compliance.

Emergency Justification:

Fiscal Impact:

Existing staff will administer applications within normal workflow. It is anticipated that additional revenue would be generated from application fees paid as well as transient guest tax generated.

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Resolution Temporary STR Regulations
2. Res. No. 7189

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING TEMPORARY SHORT TERM RENTAL
REGULATIONS IN PREPARATION FOR THE 2026 FIFA WORLD CUP.

WHEREAS, Kansas City, Missouri has officially been selected as a host city for the 2026 FIFA World Cup and is the only host city in the Midwest; and,

WHEREAS, the City of Independence, Missouri, anticipates increased tourism, economic activity, and demand for accommodations associated with this international event; and,

WHEREAS, the City's FIFA World Cup Advisory Committee has recommended temporary adjustments to Short Term Rental regulations to better support local lodging capacity while maintaining public safety, residential quality of life, and regulatory oversight; and,

WHEREAS, the City Council finds it advisable and in the public interest to implement temporary Short Term Rental regulations in preparation for the 2026 FIFA World Cup.

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

SECTION 1. The City Council of the City of Independence, Missouri, hereby adopt the following temporary regulations for FIFA Short-Term Rentals.

The regulations of Unified Development Ordinance Sections 14-424-01 through 14-424-25 shall apply to short-term rentals unless excluded or modified below:

Limits of Short-Term Rentals Operated by Single Owner. There shall be no restrictions on the number of short-term rentals operated by a single owner.

Density Limitations. There shall be no density restrictions on the location of short-term rentals.

Maximum Number of Bedrooms. There shall be no maximum number of bedrooms used in a short-term rental.

Review Process. Upon receipt of a completed application, the Community Development Director shall coordinate the review and analysis of this short-term rental to the Development Review Committee. The Director or designee shall have administrative approval authority of the short-term rental application provided the applicant presents clear and convincing evidence that the short-term rental conforms to all application requirements of this chapter and the City Code and that all submission requirements have been met.

SECTION 2. The temporary FIFA Short Term Rental regulations shall be in effect from June 1, 2026 through July 30, 2026.

SECTION 3. Applications for the temporary FIFA Short Term Rental may be submitted to the City beginning December 8, 2025.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

BILL NO. 25-B12

RESOLUTION NO. 7189

A RESOLUTION ESTABLISHING TEMPORARY SHORT TERM RENTAL
REGULATIONS IN PREPARATION FOR THE 2026 FIFA WORLD CUP.

WHEREAS, Kansas City, Missouri has officially been selected as a host city for the 2026 FIFA World Cup and is the only host city in the Midwest; and,

WHEREAS, the City of Independence, Missouri, anticipates increased tourism, economic activity, and demand for accommodations associated with this international event; and,

WHEREAS, the City's FIFA World Cup Advisory Committee has recommended temporary adjustments to Short Term Rental regulations to better support local lodging capacity while maintaining public safety, residential quality of life, and regulatory oversight; and,

WHEREAS, the City Council finds it advisable and in the public interest to implement temporary Short Term Rental regulations in preparation for the 2026 FIFA World Cup.

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

SECTION 1. The City Council of the City of Independence, Missouri, hereby adopt the following temporary regulations for FIFA Short-Term Rentals.

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Maximum Number of Bedrooms. There shall be no maximum number of bedrooms used in a short-term rental.

Review Process. Upon receipt of a completed application, the Community Development Director shall coordinate the review and analysis of this short-term rental to the Development Review Committee. The Director or designee shall have administrative approval authority of the short-term rental application provided the applicant presents clear and convincing evidence that the short-term rental conforms to all application requirements of this chapter and the City Code and that all submission requirements have been met.

SECTION 2. The temporary FIFA Short Term Rental regulations shall be in effect from June 1, 2026 through July 30, 2026.

SECTION 3. Applications for the temporary FIFA Short Term Rental may be submitted to the City beginning December 8, 2025.

PASSED THIS 1st DAY OF December, 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:

25-813 A resolution appointing Marcus Bowen to the Street Improvement Oversight Committee **Res. No. 7190**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Bowen Appt Res
2. Res. No. 7190

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING MARCUS BOWEN 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 appoint 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 appoints 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>
Marcus Bowen	17902 Cliff Drive	10/1/2029

PASSED THIS ____ DAY OF DECEMBER 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. 25-813
RESOLUTION NO. 7190

A RESOLUTION APPOINTING MARCUS BOWEN 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 appoint 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 appoints 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>
Marcus Bowen	17902 Cliff Drive	10/1/2029

PASSED THIS 1st DAY OF DECEMBER 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.



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

ATTEST:

Summer Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

J. V. C.
City Counselor

REVIEWED BY:

E. Reynolds
Interim City Manager



BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A POLICY TO TEMPORARILY DISABLE SECURITY BADGE ACCESS FOR CURRENT CITY COUNCIL MEMBERS DURING NON-BUSINESS HOURS ON THE NIGHT PRIOR TO CANDIDATE APPLICATION PACKET SUBMISSION.

WHEREAS, the City of Independence is committed to ensuring transparency, fairness, and public trust in the electoral process; and

WHEREAS, it is in the public interest to maintain the integrity of City facilities and operations at all times; and

WHEREAS, limiting access to City Hall and other municipal facilities during non-business hours on the night before an application submission deadline helps prevent any appearance of impropriety or undue influence; and

WHEREAS, the City Council seeks to establish a uniform policy regarding access to City facilities by elected officials during the election process;

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

Section 1. Effective immediately, security badge access for all current members of the City Council shall be temporarily disabled during non-business hours beginning the evening preceding City Council candidate application submission date.

Section 2. Badge access shall be restored at the start of regular business hours on the day of application submission, unless otherwise directed by the City Manager or their designee for security or operational reasons.

PASSED THIS ____ DAY OF DECEMBER, 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. 25-814
RESOLUTION NO. 7191

A RESOLUTION ESTABLISHING A POLICY TO TEMPORARILY DISABLE SECURITY BADGE ACCESS FOR CURRENT CITY COUNCIL MEMBERS DURING NON-BUSINESS HOURS ON THE NIGHT PRIOR TO CANDIDATE APPLICATION PACKET SUBMISSION.

WHEREAS, the City of Independence is committed to ensuring transparency, fairness, and public trust in the electoral process; and

WHEREAS, it is in the public interest to maintain the integrity of City facilities and operations at all times; and

WHEREAS, limiting access to City Hall and other municipal facilities during non-business hours on the night before an application submission deadline helps prevent any appearance of impropriety or undue influence; and

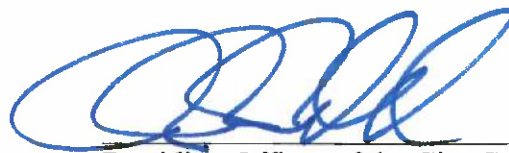
WHEREAS, the City Council seeks to establish a uniform policy regarding access to City facilities by elected officials during the election process;

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

Section 1. Effective immediately, security badge access for all current members of the City Council shall be temporarily disabled during non-business hours beginning the evening preceding City Council candidate application submission date.

Section 2. Badge access shall be restored at the start of regular business hours on the day of application submission, unless otherwise directed by the City Manager or their designee for security or operational reasons.

PASSED THIS 15th DAY OF DECEMBER, 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:

A handwritten signature in blue ink, appearing to read "J. M. C.", is written over a horizontal line.

City Counselor

REVIEWED BY:

A handwritten signature in blue ink, appearing to read "C. Reynolds", is written over a horizontal line.

Interim City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application 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. ***New Information Only.***

Recommendations:**Background:****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. 10-14-25 Public Notice Proof

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, October 14, 2025, and by the Independence **City Council** at 6 p.m., Monday, December 1, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-100-18 – Rezoning – North Square - A request to rezone the properties generally located North of Farmer, South of Nettleton, East of Spring and West of Main R-30 (High Density Residential) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

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).

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).

Case 25-200-10 – Special Use Permit – 711 N Arapaho Street – A request to operate a Bed & Breakfast at the property.

Case 25-200-11 – Special Use Permit – 1112 Dickinson Road – A request to operate a light equipment sales business at the property.

The Planning Commission will conduct full public hearing on these applications. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted

ted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 24th day of September, 2025.

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

Published in the Examiner, Sep 27, 2025

#####

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-112 **2R** 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. **2R Item passes 5-1 Ord. No. 19754**

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

14. Ord. No. 19754

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

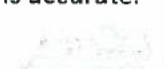
Owner

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	Date	Owner's Signature	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.

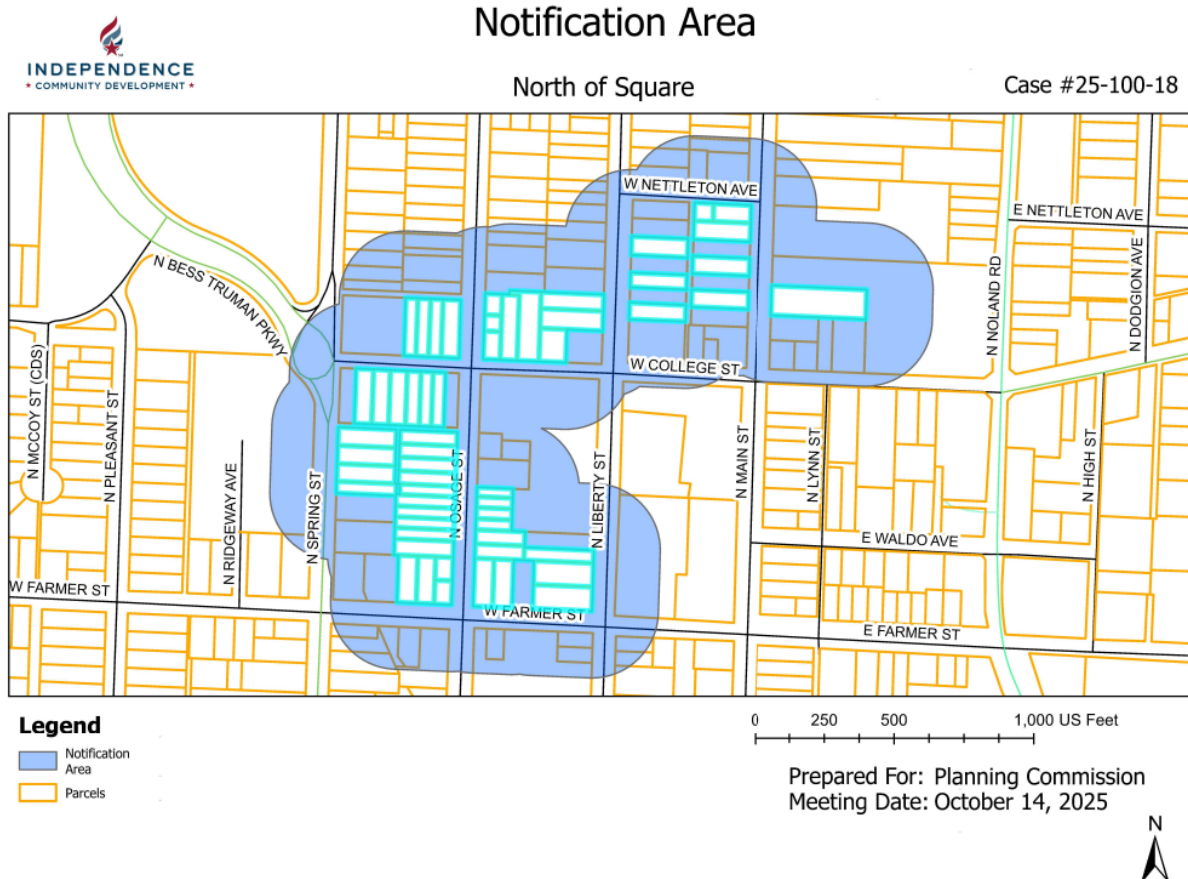
Property owners surrounding/adjacent to the area to be rezoned have a right to legally protest the application. Forms are available in the Community Development Department at City Hall.

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

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).

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.

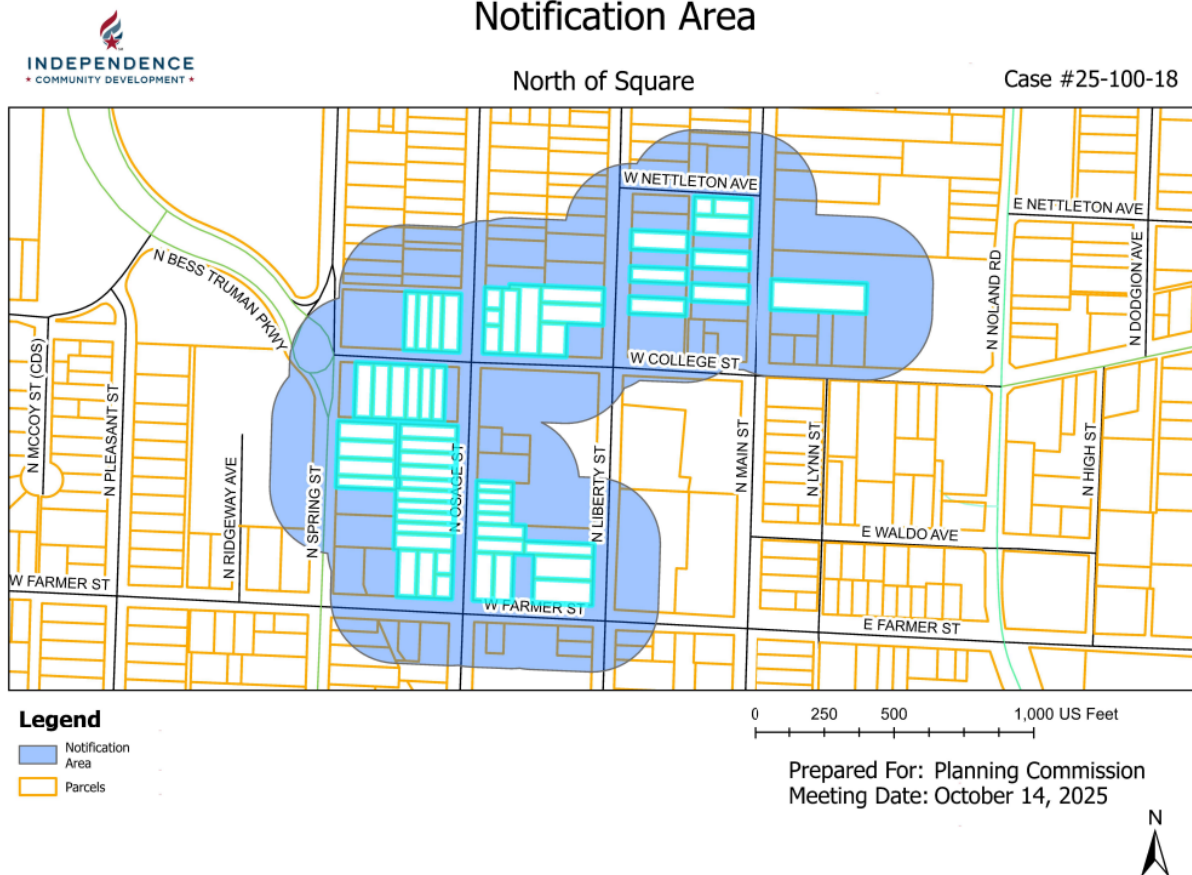
Property owners included in this rezoning have a right to legally protest the application. Forms are available in the Community Development Department at City Hall.

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

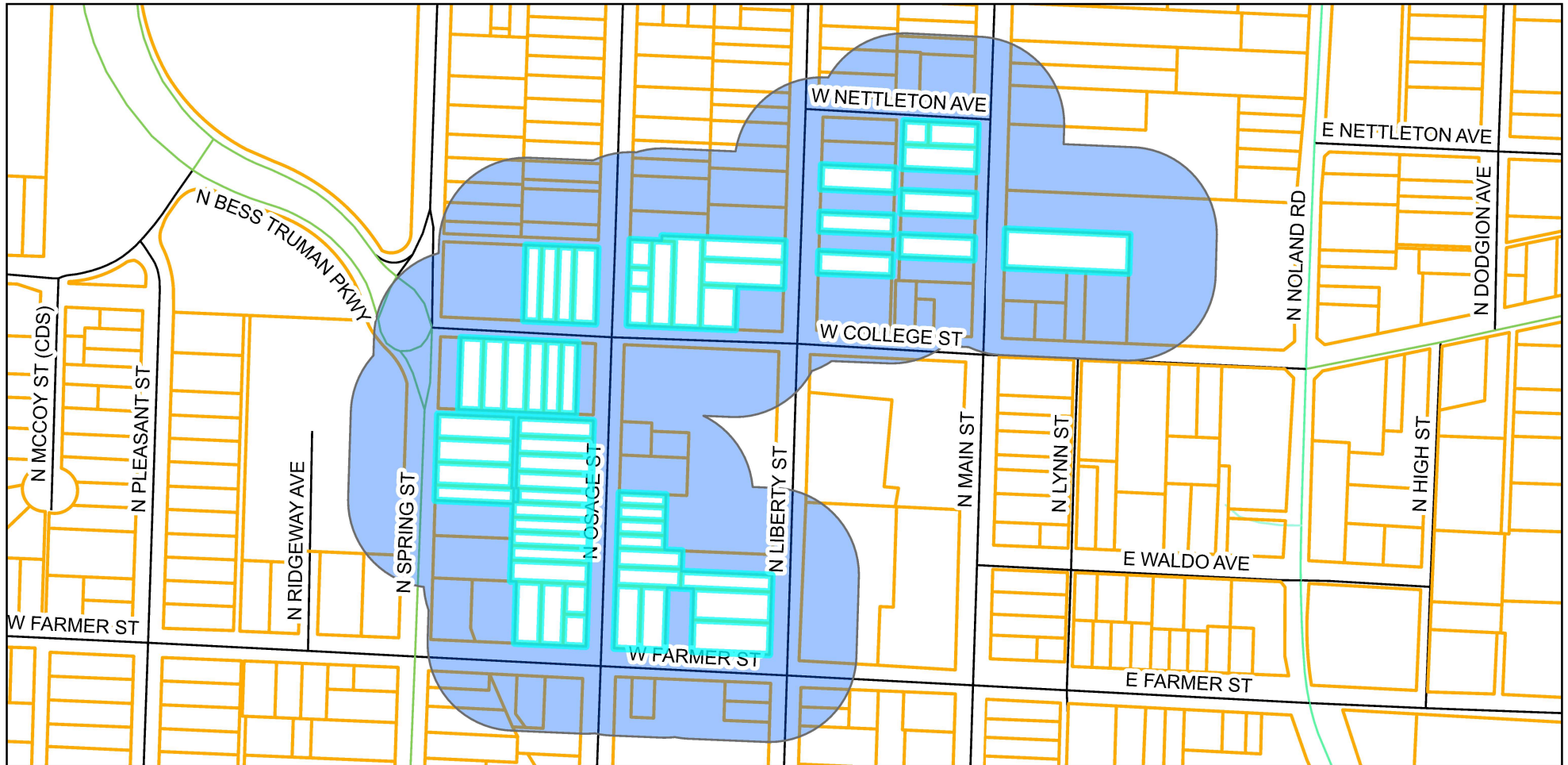
Property Address	Property Owner	Owner Address	City	State	ZIP Code
510 N LIBERTY ST	QUALITY SERVICE OF KANSAS CITY LLC	PO BOX 212	BLUE SPRINGS	MO	64013
728 N MAIN ST	HIGGINBOTHAM GREGG & EDITH G	728 N MAIN	INDEPENDENCE	MO	64055
521 N OSAGE ST	CHI ALEJANDO POZO	521 N OSAGE ST	INDEPENDENCE	MO	64050
711 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	CLEVANGER 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	HOEPFNER 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	RONDONANSKI 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.

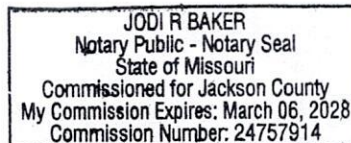
Miranda Rice

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.

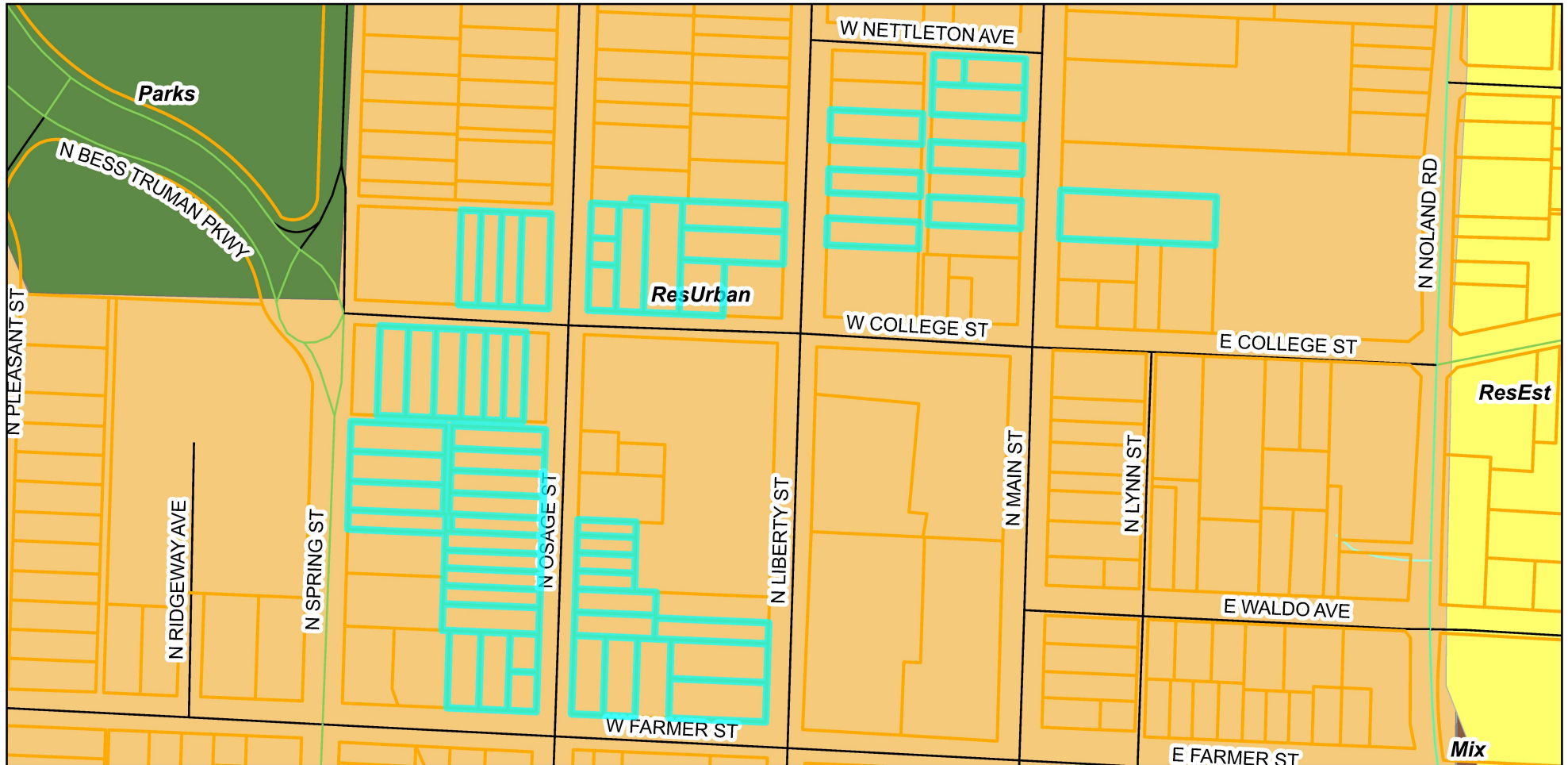
Sincerely,

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

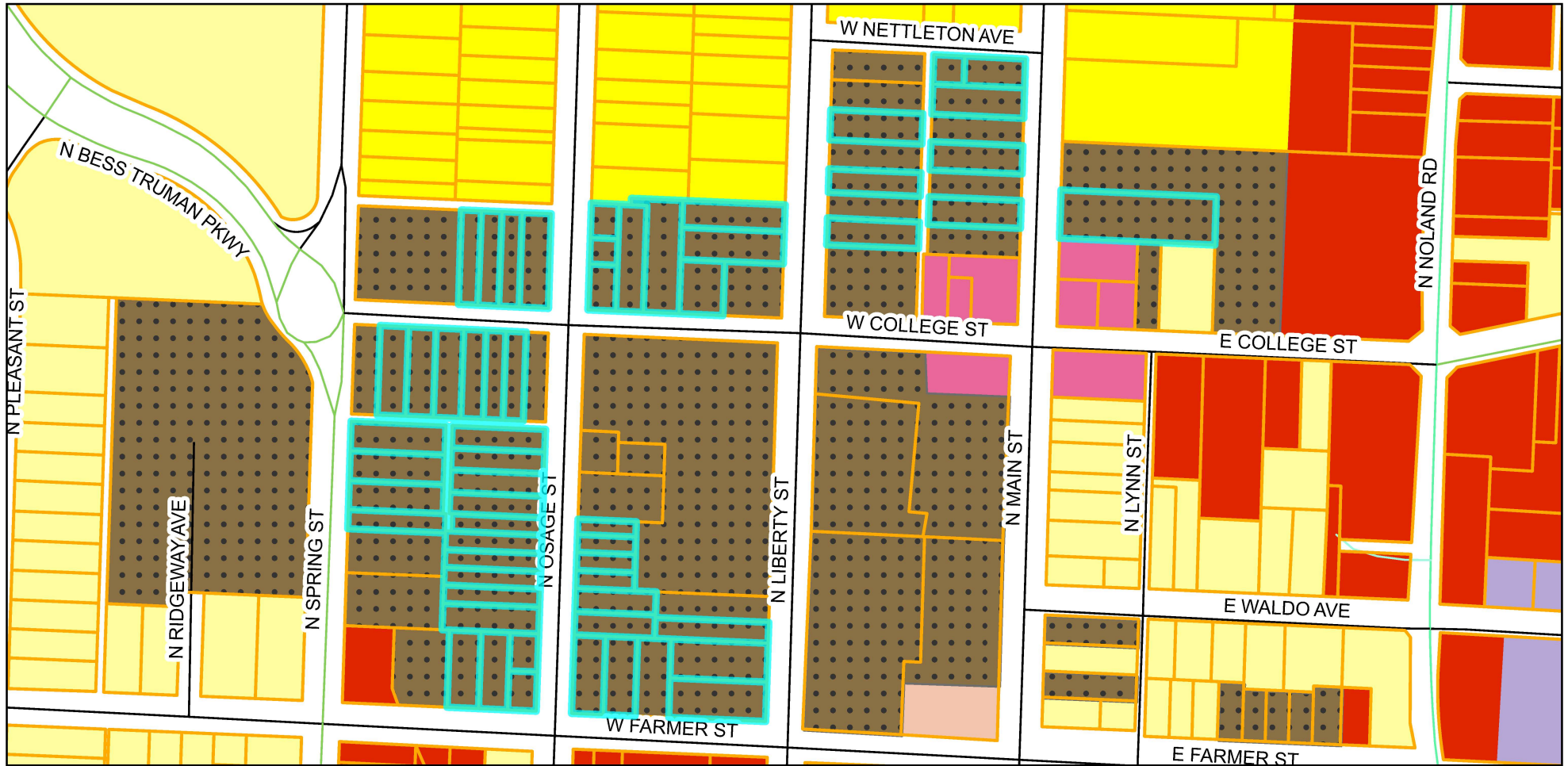
Prepared For: Planning Commission
Meeting Date: October 14, 2025



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.

BILL NO. 25.112

ORDINANCE NO. 19754

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.

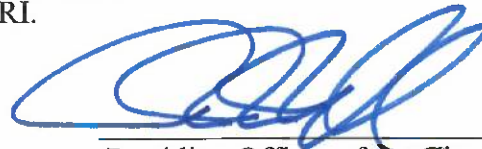
SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject 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 15th DAY OF December, 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. M. C.
City Counselor

REVIEWED BY:

[Signature]
Interim City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the properties located 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. ***New Information Only.***

Recommendations:**Background:****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. 10-14-25 Public Notice Proof

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, October 14, 2025, and by the Independence **City Council** at 6 p.m., Monday, December 1, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-100-18 – Rezoning – North Square - A request to rezone the properties generally located North of Farmer, South of Nettleton, East of Spring and West of Main R-30 (High Density Residential) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

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).

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).

Case 25-200-10 – Special Use Permit – 711 N Arapaho Street – A request to operate a Bed & Breakfast at the property.

Case 25-200-11 – Special Use Permit – 1112 Dickinson Road – A request to operate a light equipment sales business at the property.

The Planning Commission will conduct full public hearing on these applications. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted

ted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 24th day of September, 2025.

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

Published in the Examiner, Sep 27, 2025

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-113 **2R** 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. **2R Item passes 6-0 Ord. No. 19755**

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
14. Ord. No. 19755

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:

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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

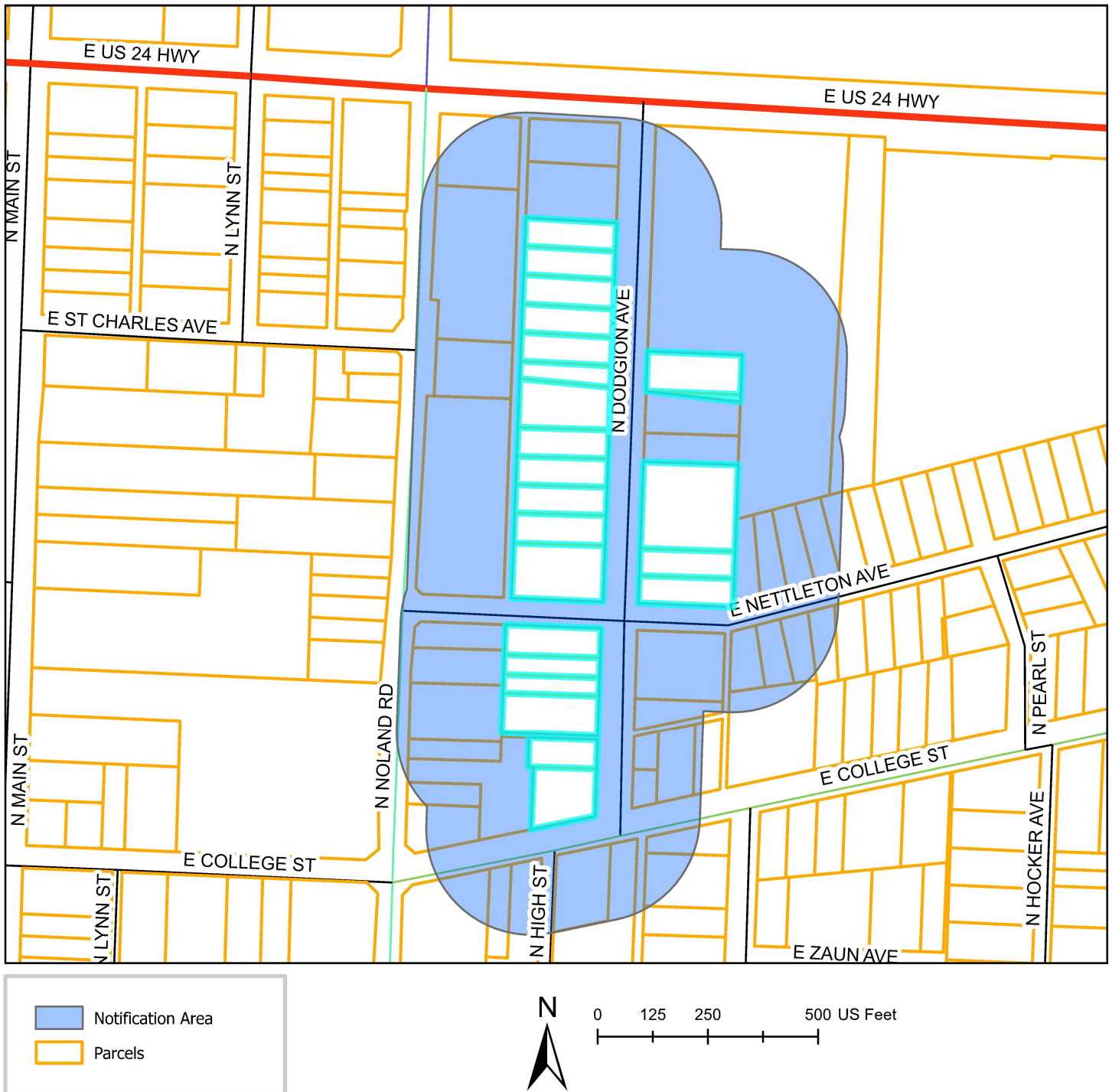
705 N NOLAND RD	VANLEEUWEN FELIX F & WANDA K	6405 PROCTOR AVE	KANSAS CITY	MO	64133
707 N NOLAND RD	VAN LEEUWEN FELIX & WANDA	6405 PROCTOR	KANSAS CITY	MO	64133
708 N DODGION AVE	BURKMAN JACOB	708 N DODGION ST	INDEPENDENCE	MO	64050
716 N DODGION AVE	MILLER CRYSTAL M & SALUTO JAMES J	716 N DODGION	INDEPENDENCE	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

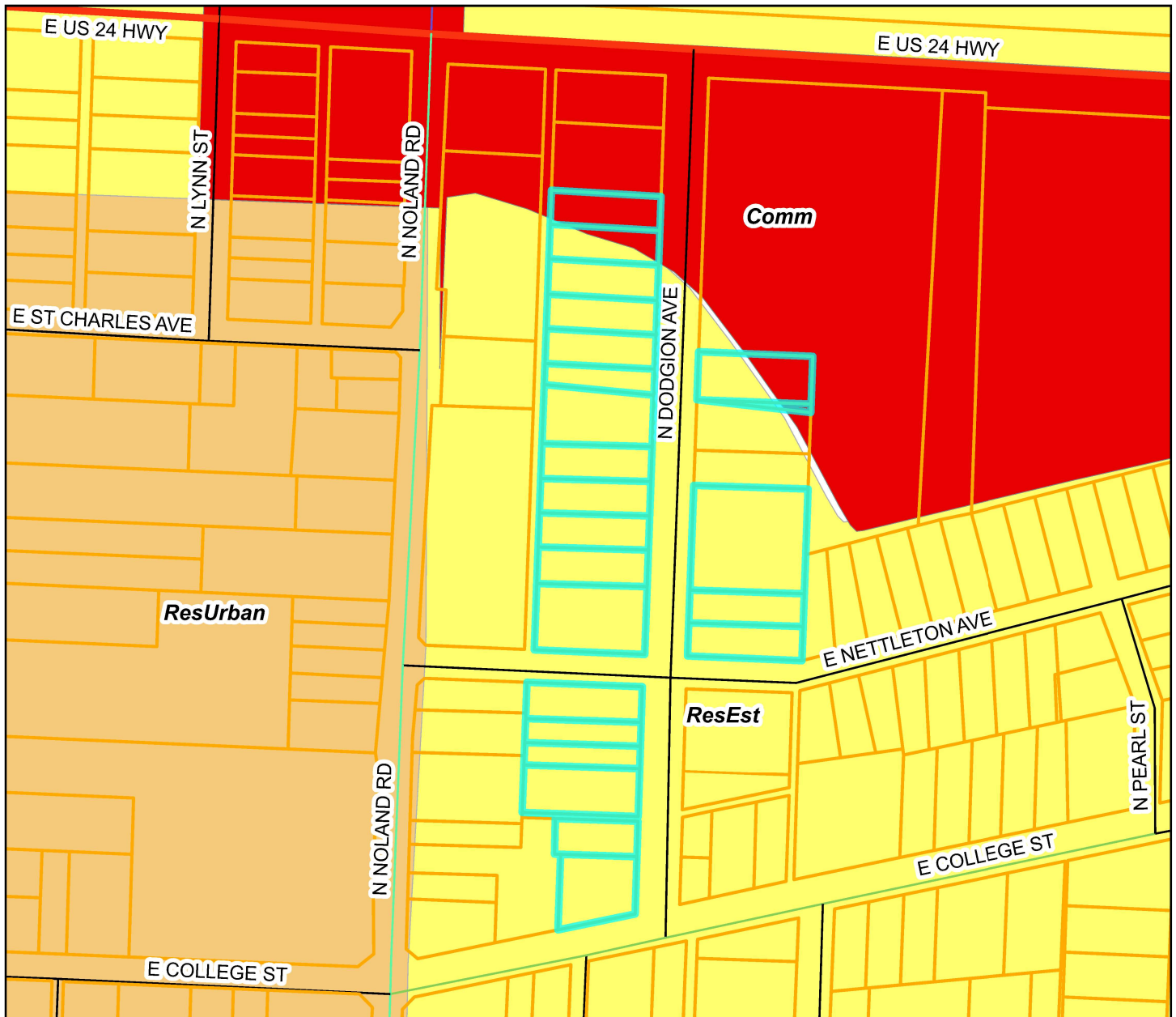
(816)325-7421

gglaser@indepmo.org

Comprehensive Plan

North Dodgion

Case #25-100-19

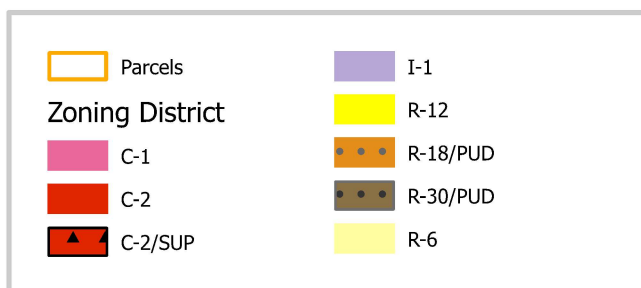
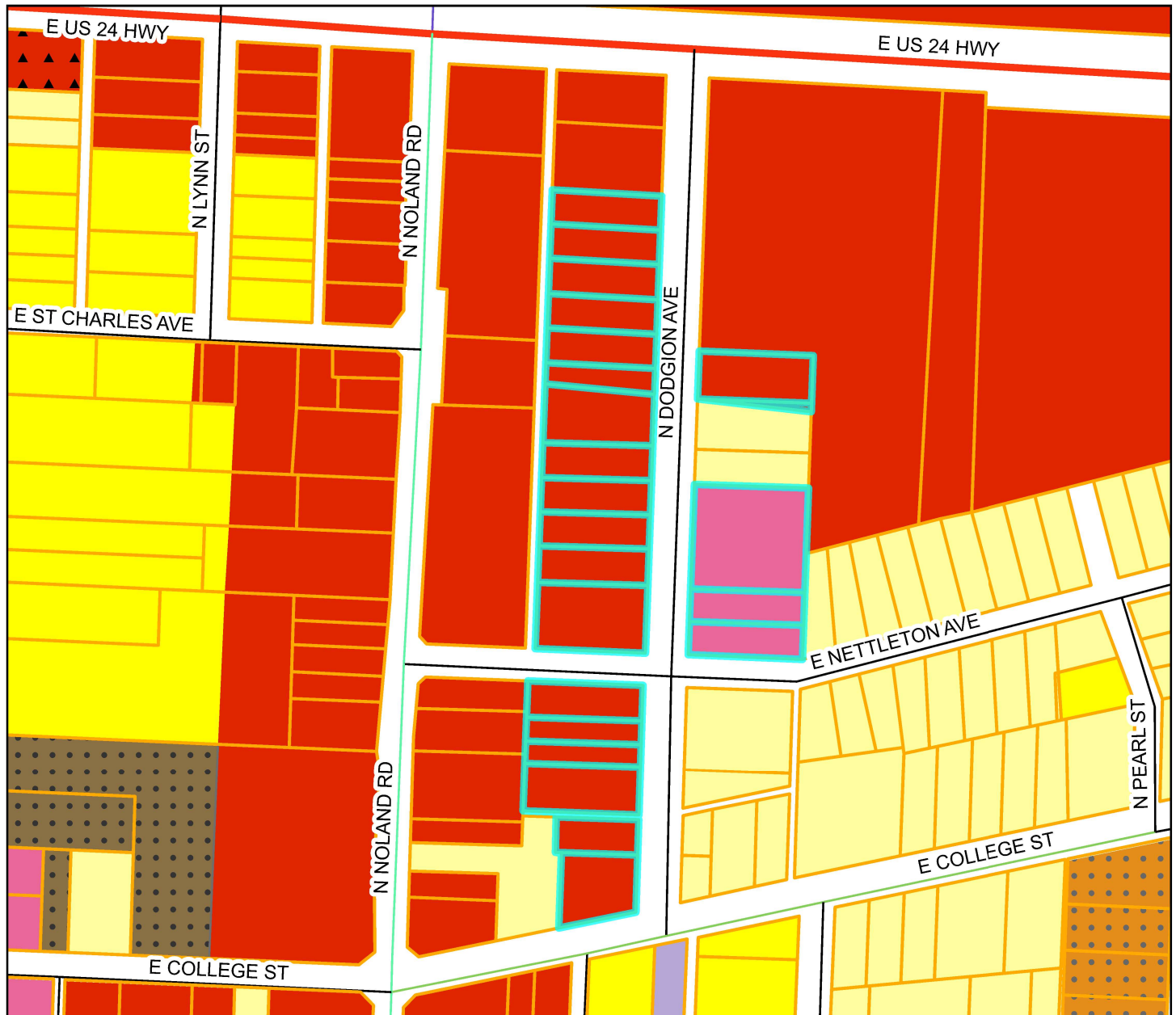


Prepared For: Planning Commission
Meeting Date: October 14, 2025

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.

BILL NO. 25.113

ORDINANCE NO. 19755

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 15th DAY OF December, 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:

Rezoning – City of Independence – North Dodgion
Case #25-100-19
11/3/25 - SH



Interim City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the properties at 1116 S. Woodland Avenue and 1506 W. 23rd Street from I-1, Industrial, to R-12, Two-Family Residential. ***New Information Only.***

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

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 10-14-25 Public Notice Proof

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, October 14, 2025, and by the Independence **City Council** at 6 p.m., Monday, December 1, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-100-18 – Rezoning – North Square - A request to rezone the properties generally located North of Farmer, South of Nettleton, East of Spring and West of Main R-30 (High Density Residential) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

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).

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).

Case 25-200-10 – Special Use Permit – 711 N Arapaho Street – A request to operate a Bed & Breakfast at the property.

Case 25-200-11 – Special Use Permit – 1112 Dickinson Road – A request to operate a light equipment sales business at the property.

The Planning Commission will conduct full public hearing on these applications. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted

ted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 24th day of September, 2025.

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

Published in the Examiner, Sep 27, 2025

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-114 **2R** 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. **2R Item passes 6-0 Ord. No. 19756**

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 /
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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

14. Ord. No. 19756

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				Recd
Land	PARID: 2642024070000000		ROLL: REAL	
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)

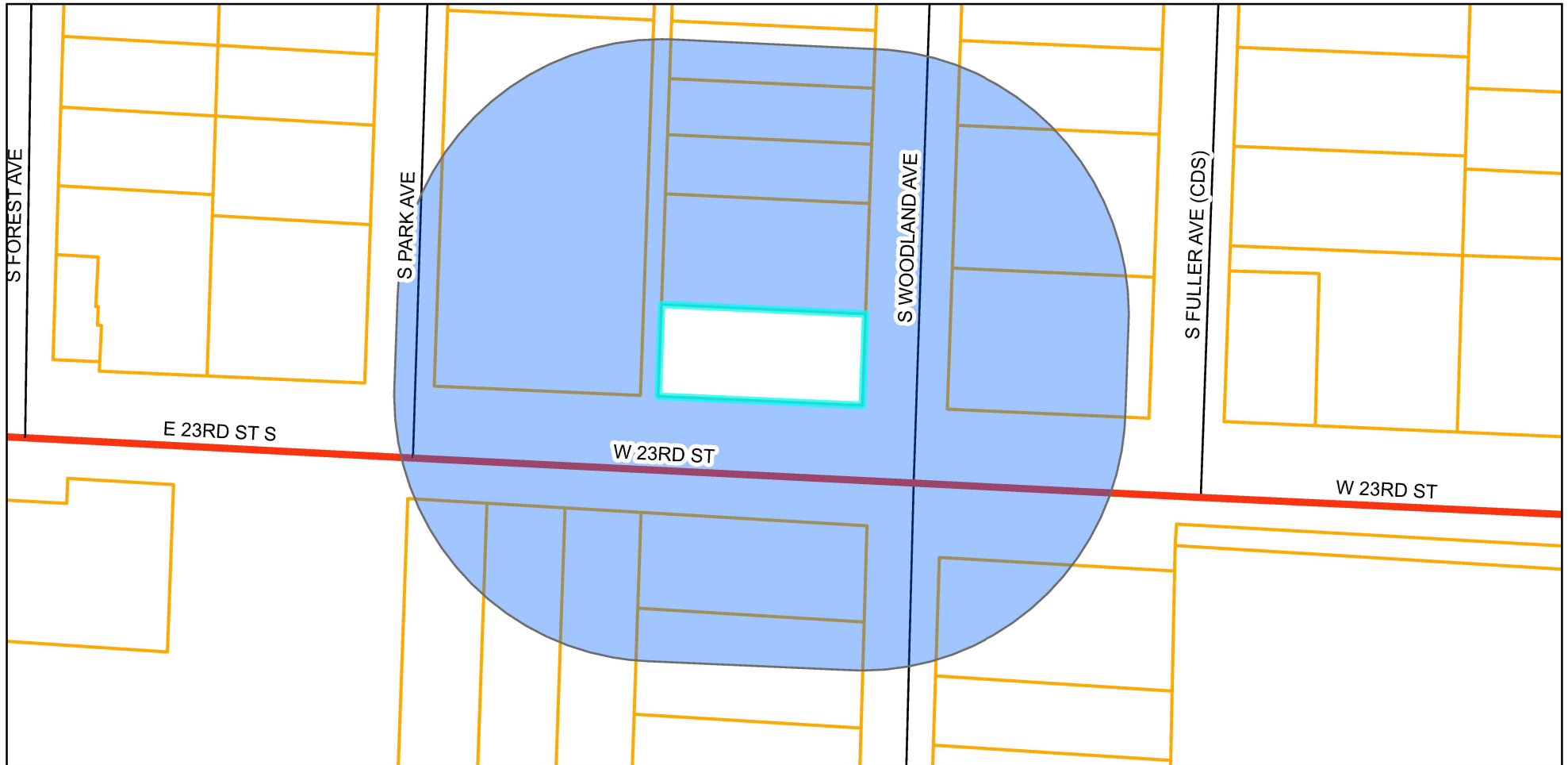
For more information, contact the Community Development Department at 816-325-7421.

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

[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

AN ADDITION TO THE CITY OF INDEPENDENCE,
Jackson Co., Mo.

Begins at a point $534\frac{1}{2}'$ W. of the center of sec. 10 T. 49, R. 32, at the S.W. cor. of Mercer Place Addition and runs thence N. along the W. line of Mercer place 839' to the right of way of the C.T.A. R.R., thence N. $78\frac{1}{4}^{\circ}$ W. 545' thence S. $941'$ to $\frac{1}{2}$ sec. line of 10, T. 49, R. 32, thence E. 532' to beginning.

TURNER



332
Compiled from the original plat
Robertson, Civil Engineer,
Independence, Mo.
Filed for record July 5th 1887.
Book 3, Page 68.

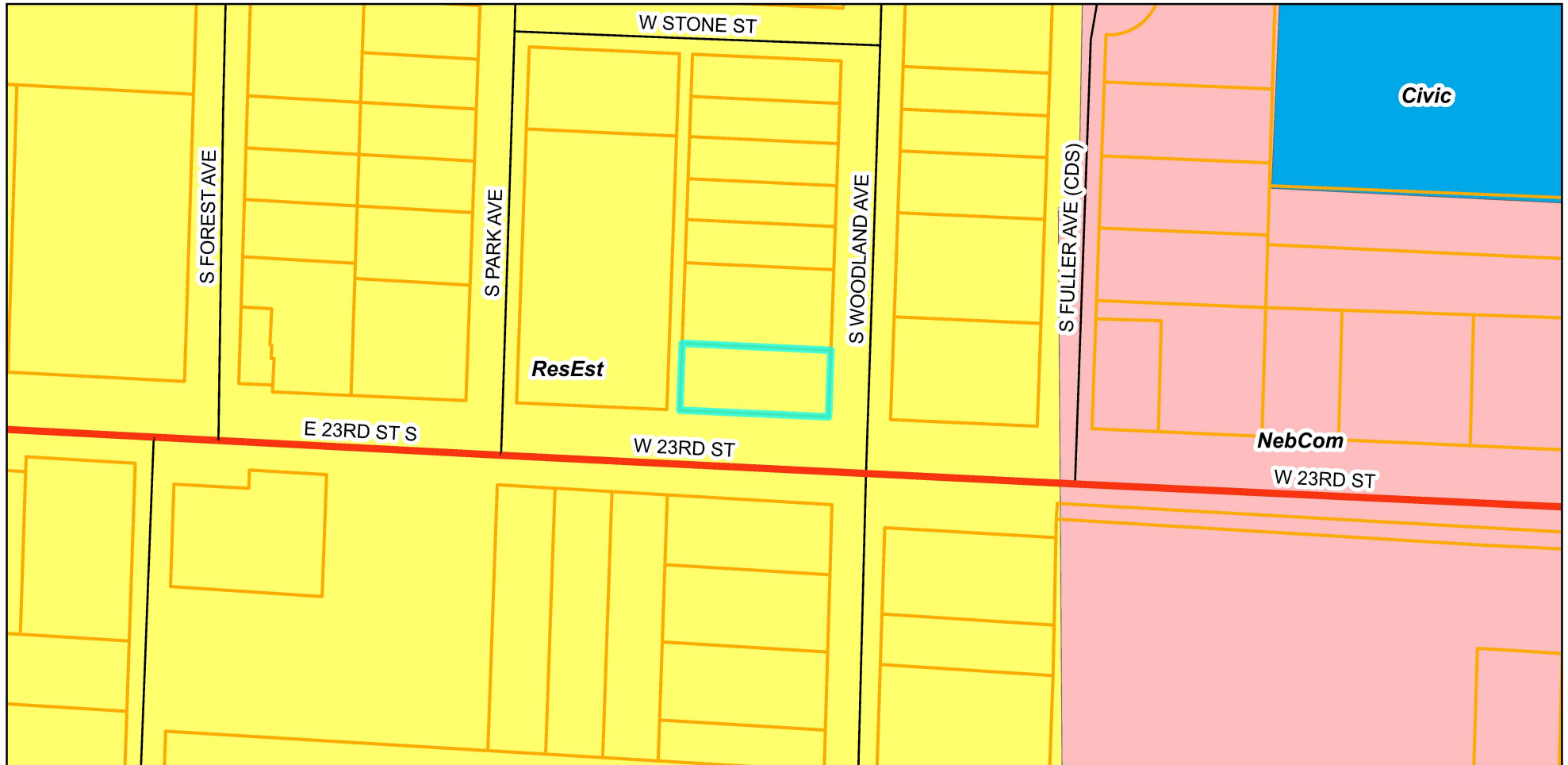




Comprehensive Plan

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.

BILL NO. 25.114

ORDINANCE NO. 19756

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 15th DAY OF Dec., 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:

A public hearing for the Special Use Permit application to operate a bed & breakfast at 711 N. Arapaho Street. ***New Information Only.***

Recommendations:**Background:****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. 10-14-25 Public Notice Proof

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, October 14, 2025, and by the Independence **City Council** at 6 p.m., Monday, December 1, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-100-18 – Rezoning – North Square - A request to rezone the properties generally located North of Farmer, South of Nettleton, East of Spring and West of Main R-30 (High Density Residential) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

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).

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).

Case 25-200-10 – Special Use Permit – 711 N Arapaho Street – A request to operate a Bed & Breakfast at the property.

Case 25-200-11 – Special Use Permit – 1112 Dickinson Road – A request to operate a light equipment sales business at the property.

The Planning Commission will conduct full public hearing on these applications. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted

ted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 24th day of September, 2025.

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

Published in the Examiner, Sep 27, 2025

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-115 **2R** An ordinance approving a Special Use Permit to operate a bed and breakfast at 711 N. Arapaho Street, in Independence, Missouri. **2R Item passes 6-0 Ord. No. 19757**

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)

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
15. Ord. No. 19757

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.
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 (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

Name

Company

Address

Address

Phone

Email

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)

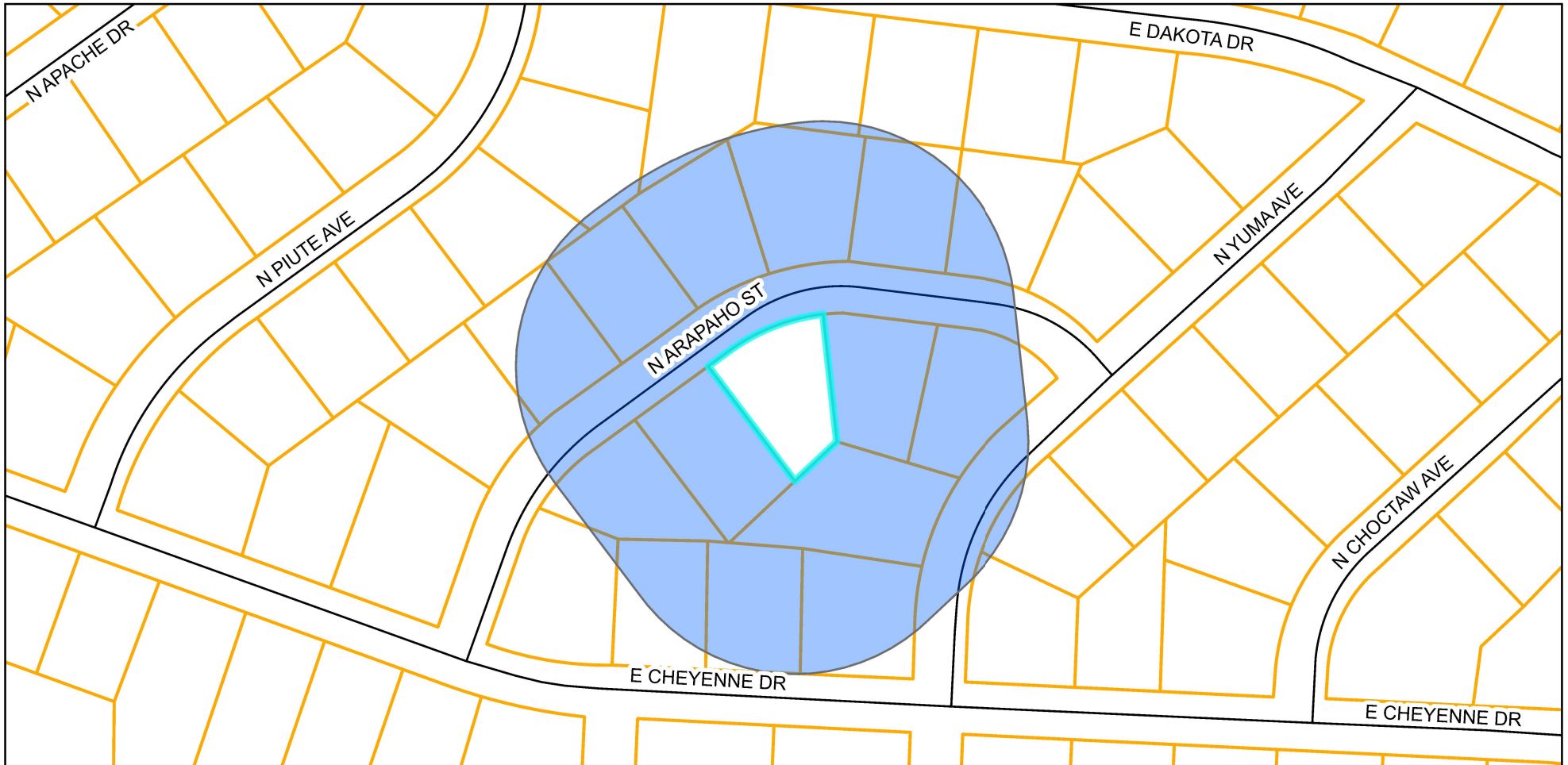
For more information, contact the Community Development Department at 816-325-7421.

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

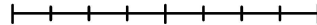
711 N Arapaho St

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

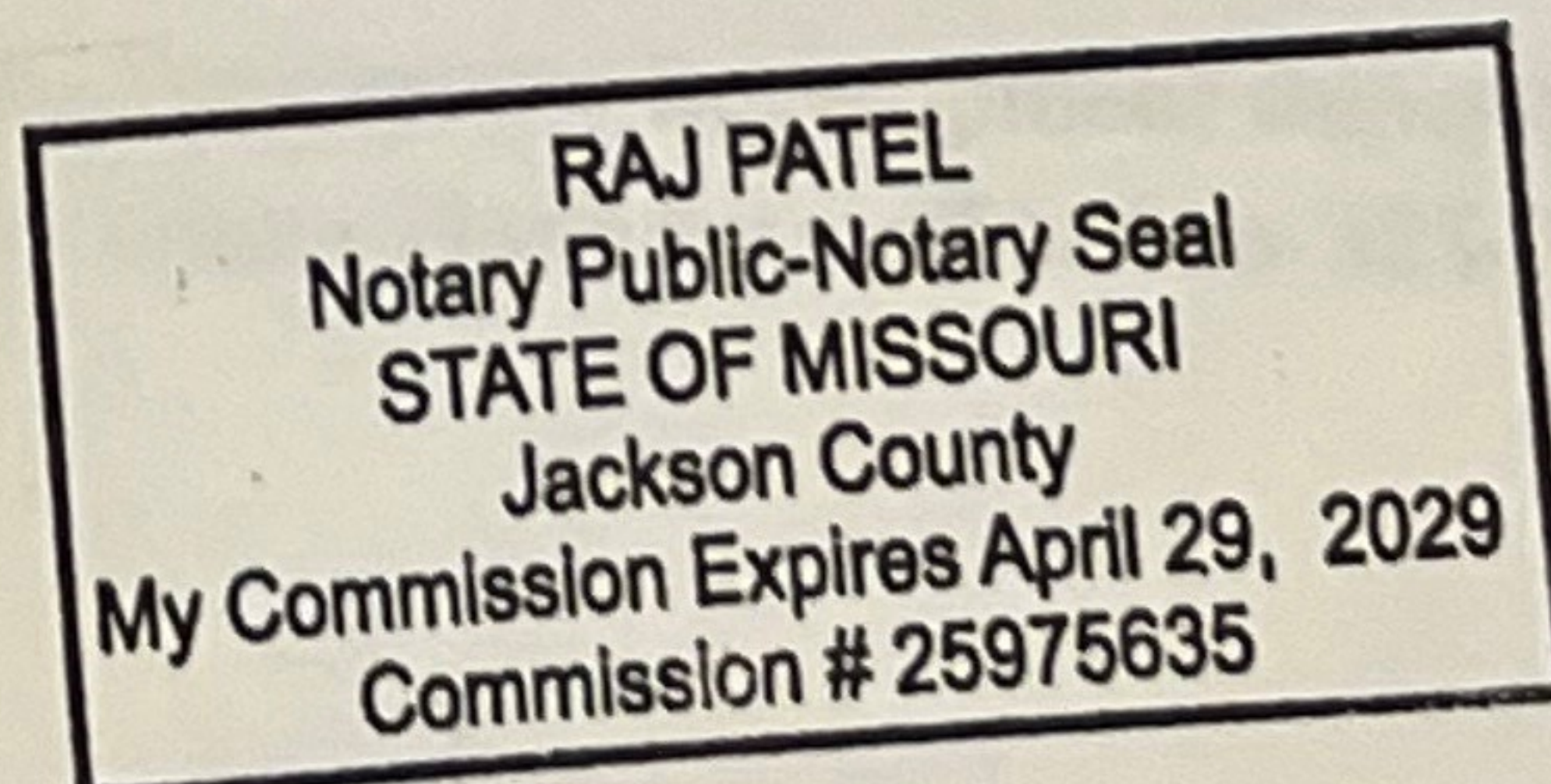
Subscribed and sworn to before me this 25th day of September, 2025.

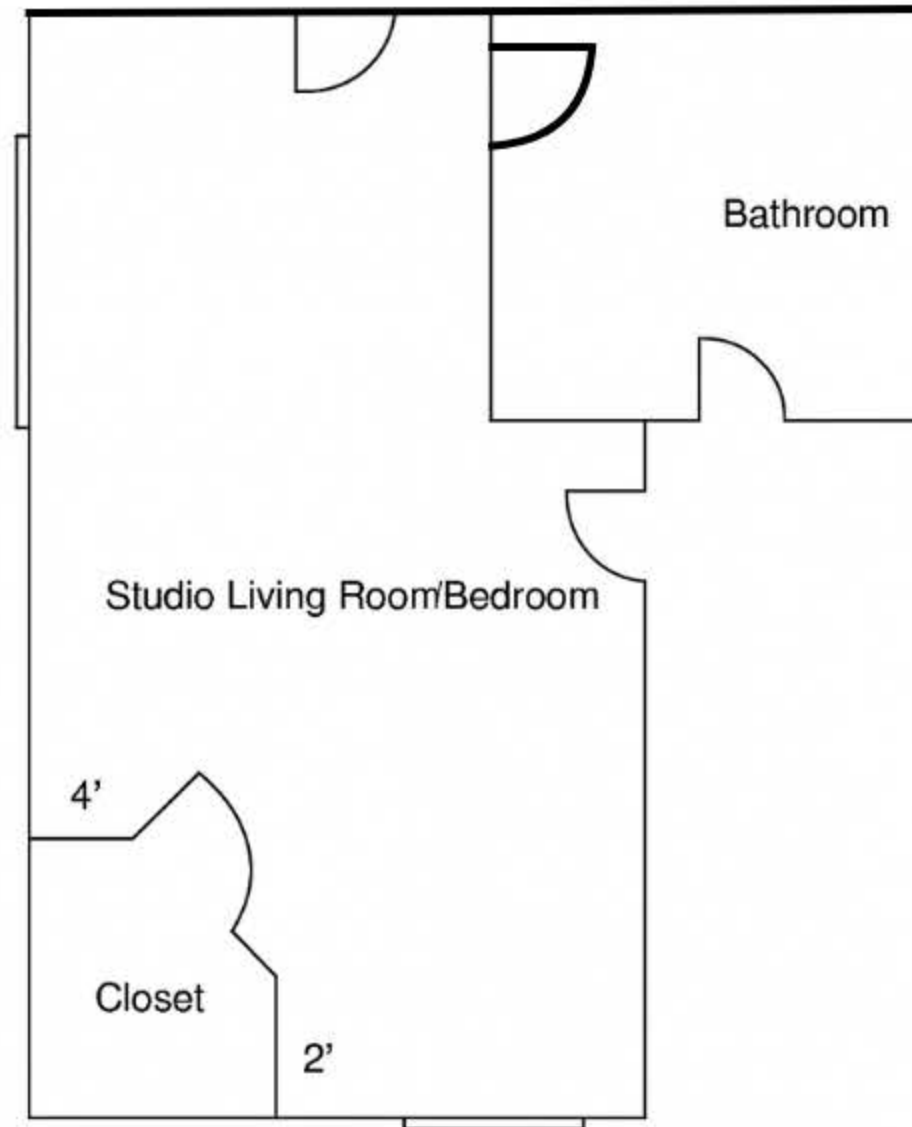
Raj Patel

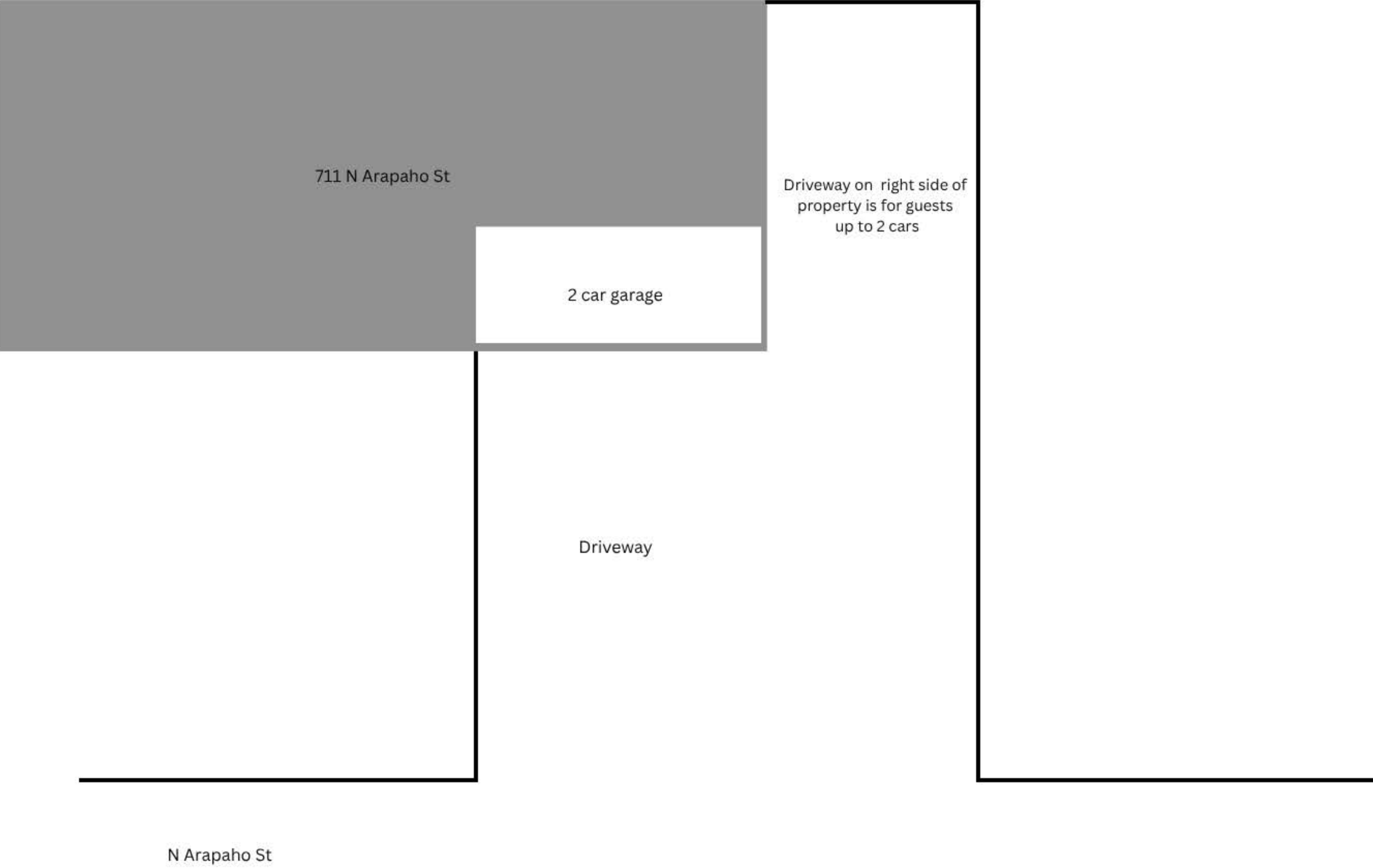
Notary Public

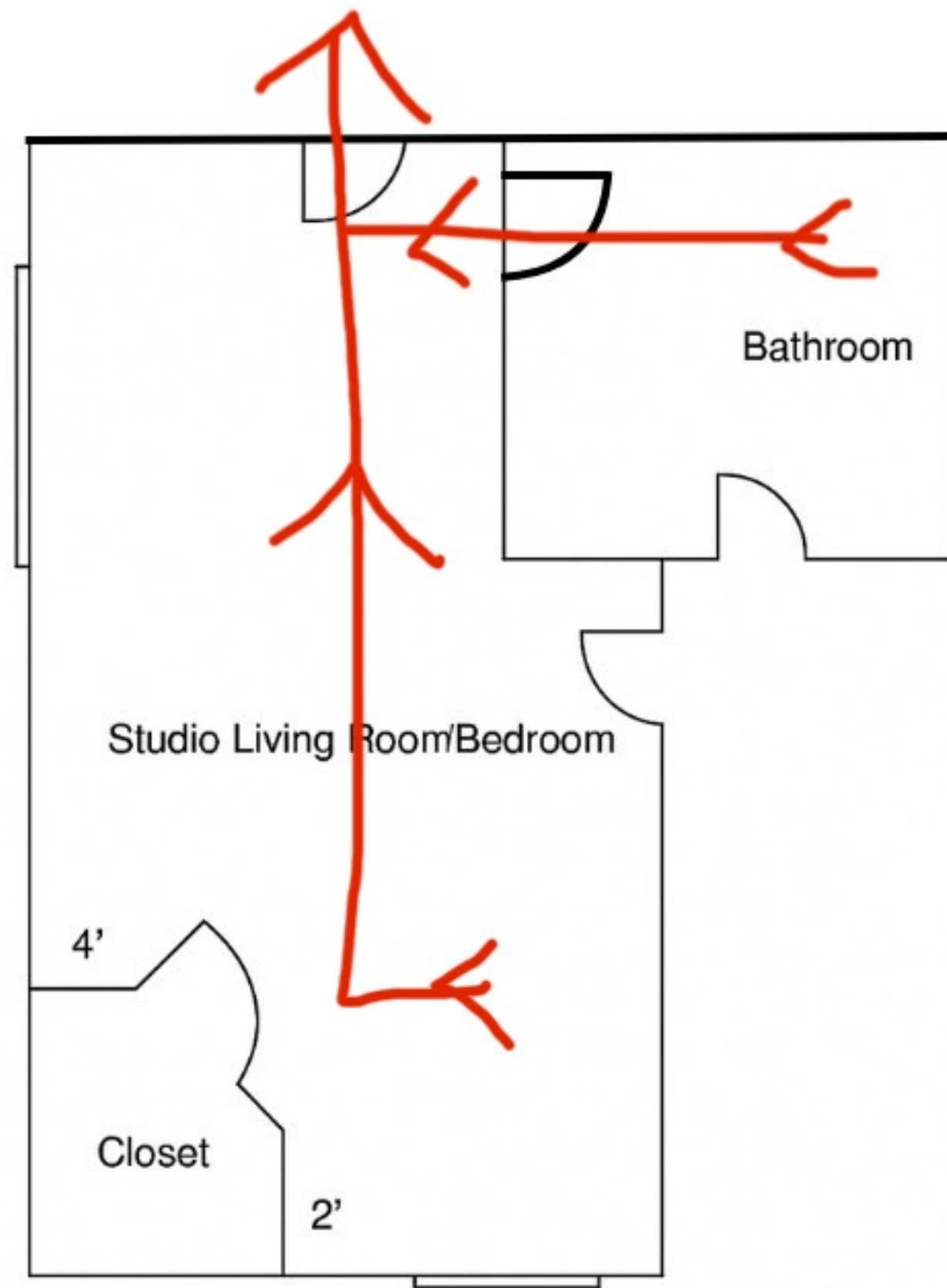
04/29/2029

Commission Expiration Date





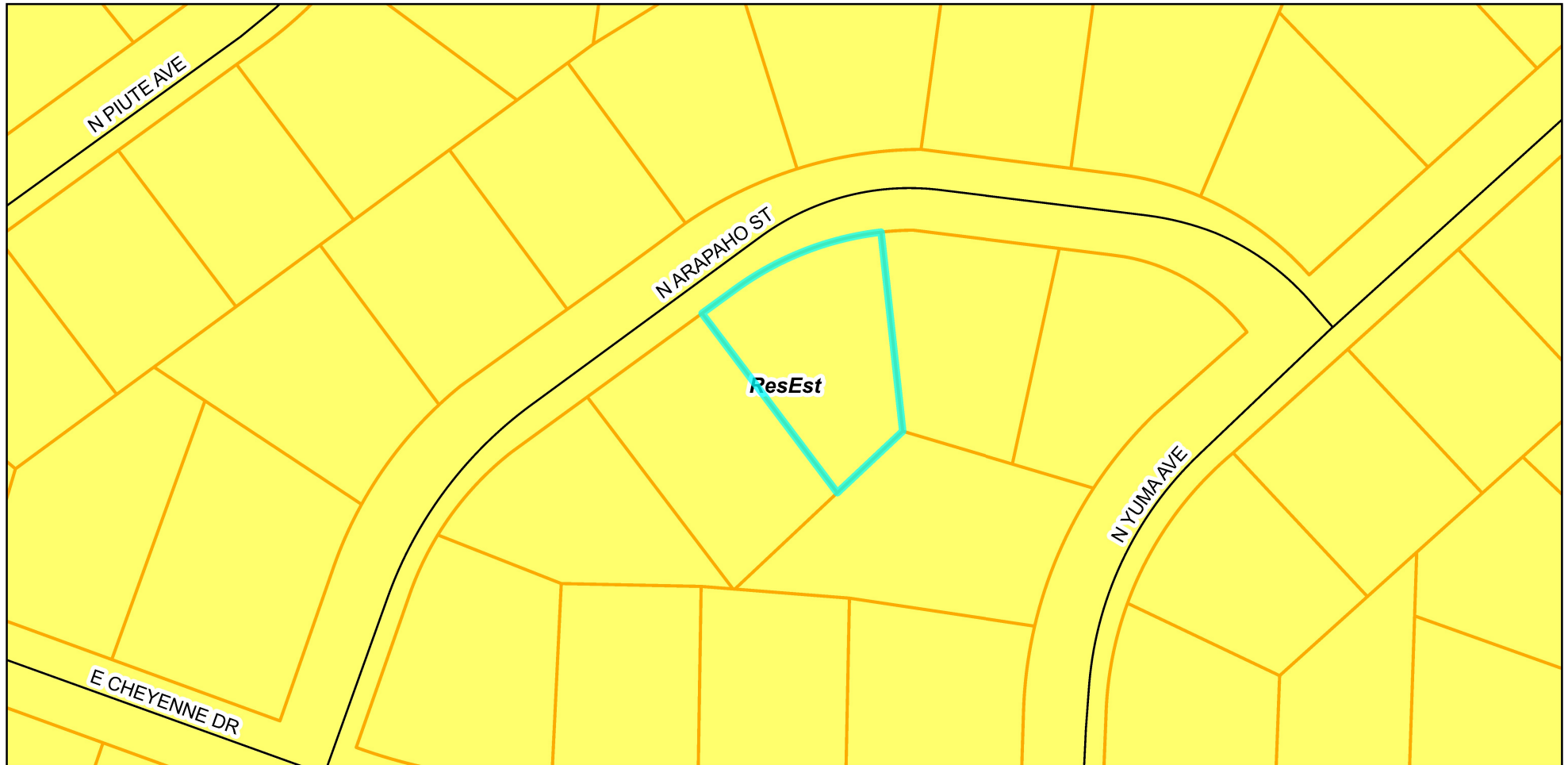




Comprehensive Plan

711 N Arapaho St

Case #25-200-10

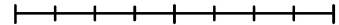


Legend

 Parcels

Comprehensive
Plan

 Residential
Neighborhoods

0 50 100 200 US Feet


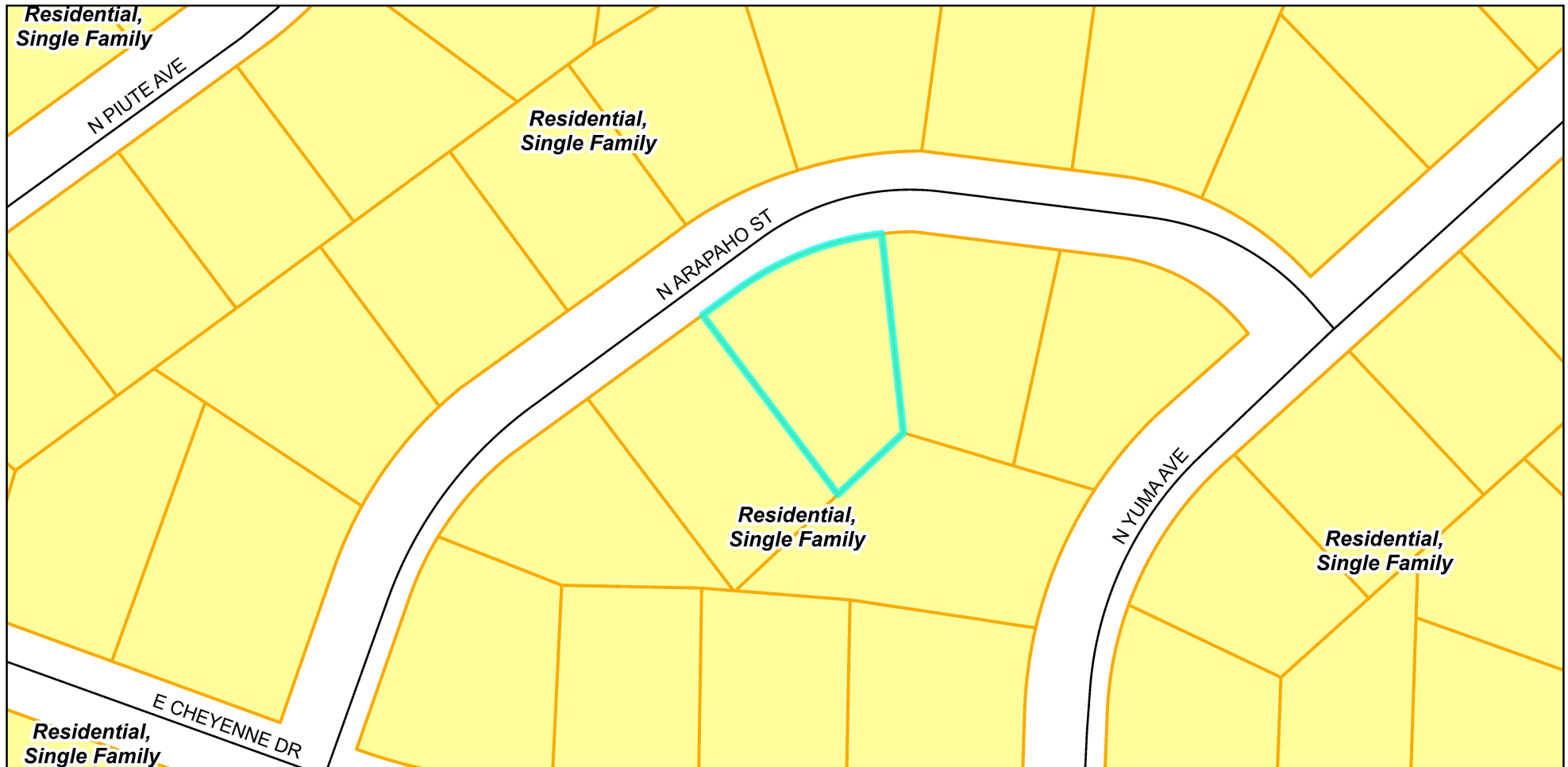
Prepared For: Planning Commission
Meeting Date: October 14, 2025



Zoning Map

1112 Dickinson Rd

Case #25-200-10



Legend

 Parcels

Zoning District

 R-6

0 50 100 200 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. 25.115

ORDINANCE NO. 19757

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 15th DAY OF December, 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 Holland
City Clerk

APPROVED - FORM AND LEGALITY:

J. M. C.
City Counselor

REVIEWED BY:

C. Reynolds
Interim City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the Special Use Permit application to operate a light equipment sales business at 1112 Dickinson Road. ***New Information Only.***

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

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

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 10-14-25 Public Notice Proof

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, October 14, 2025, and by the Independence **City Council** at 6 p.m., Monday, December 1, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-100-18 – Rezoning – North Square - A request to rezone the properties generally located North of Farmer, South of Nettleton, East of Spring and West of Main R-30 (High Density Residential) to R-6 (Single Family Residential) and R-6/PUD (Single Family Residential/Planned Unit Development).

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).

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).

Case 25-200-10 – Special Use Permit – 711 N Arapaho Street – A request to operate a Bed & Breakfast at the property.

Case 25-200-11 – Special Use Permit – 1112 Dickinson Road – A request to operate a light equipment sales business at the property.

The Planning Commission will conduct full public hearing on these applications. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted

ted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 24th day of September, 2025.

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

Published in the Examiner, Sep 27, 2025

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-116 **2R** An ordinance approving a Special Use Permit to operate a light equipment sales business at 1112 Dickinson Road, in Independence, Missouri. **2R Item passes 6-0 Ord. No. 19758**

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
13. Ord. No. 19758

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 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.

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)

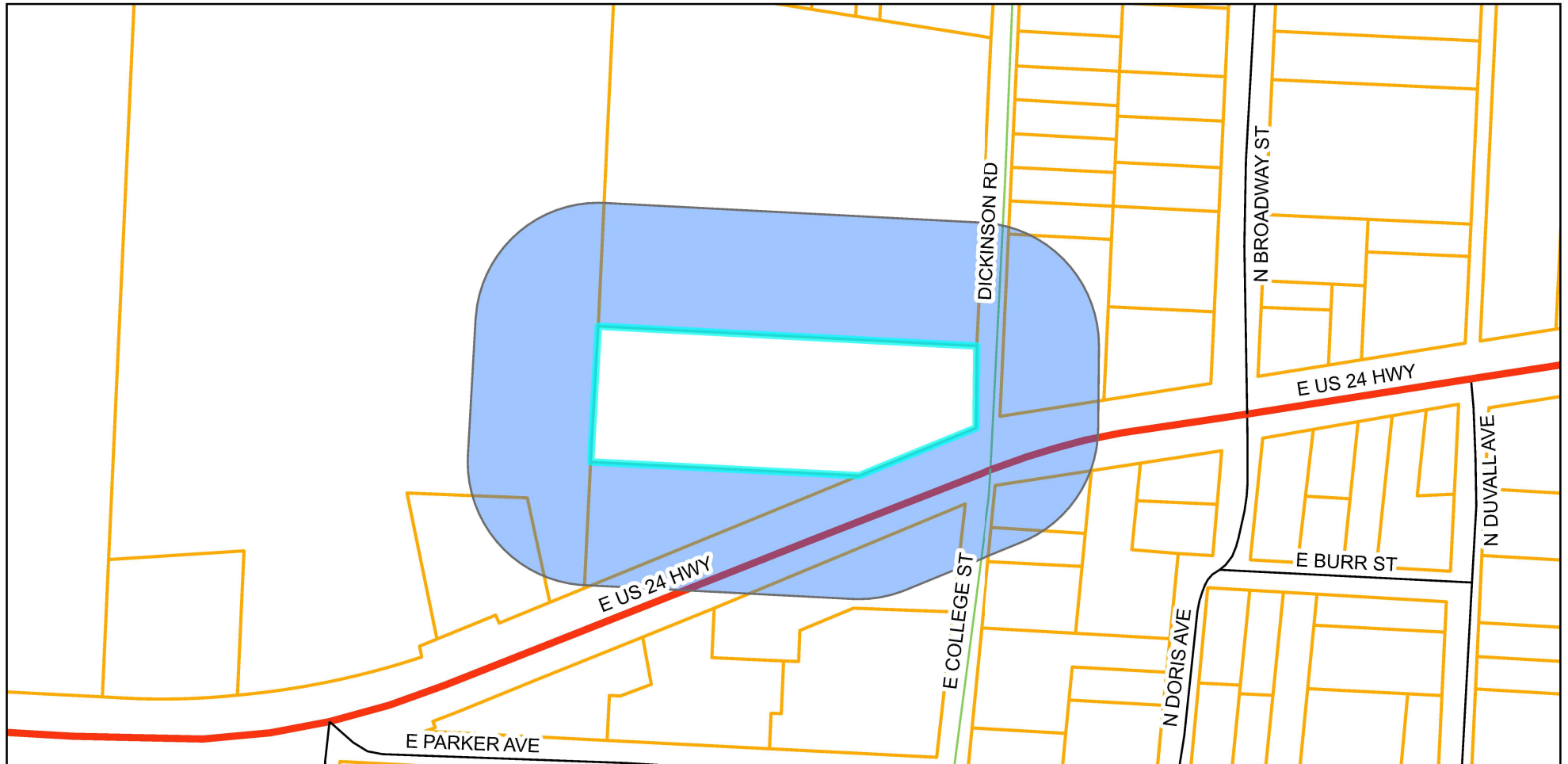
For more information, contact the Community Development Department at 816-325-7421.

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:

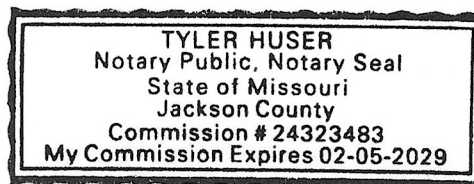
That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property.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

Tyler Huser
Notary Public

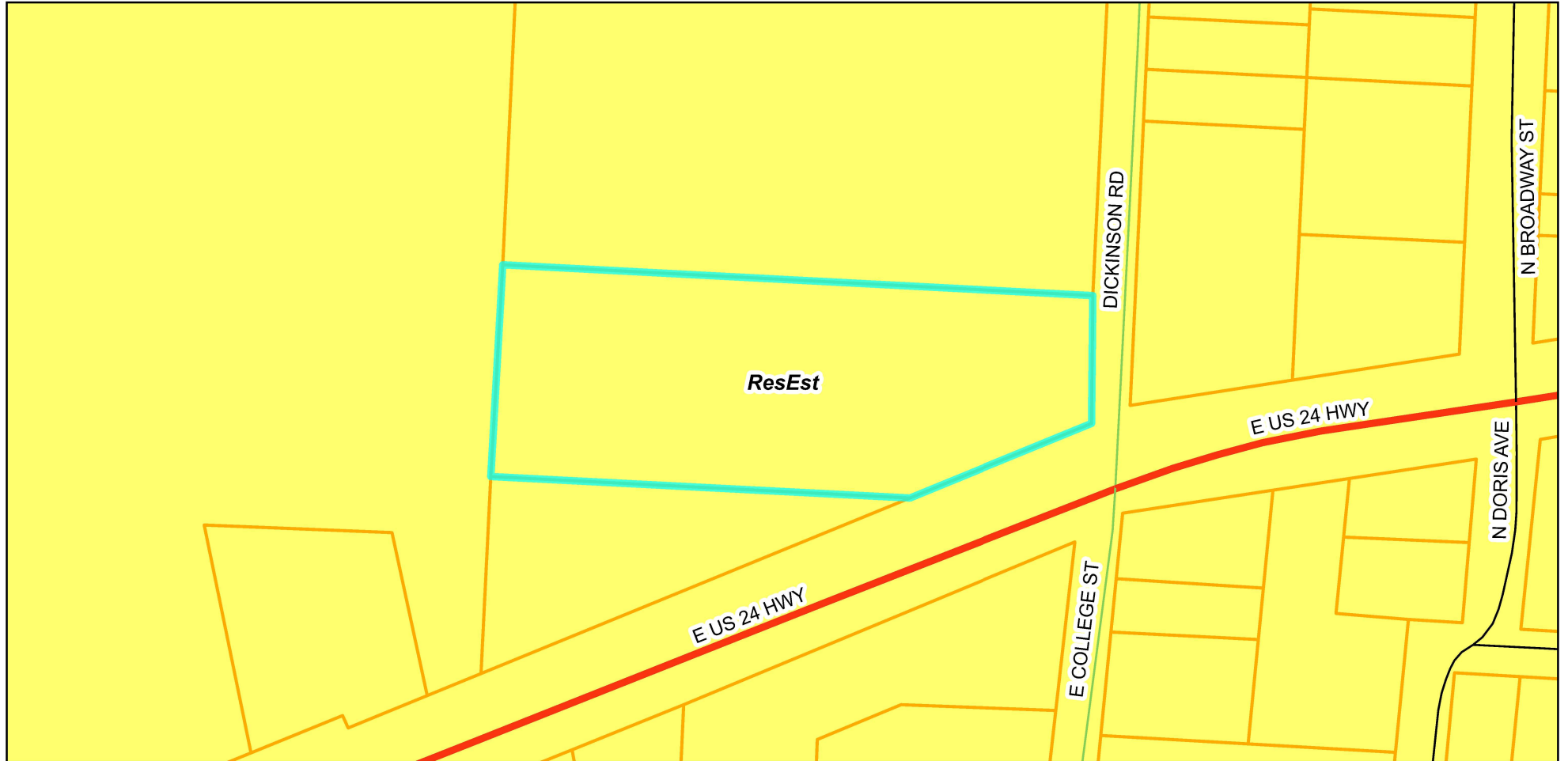


02-05-2029
Commission Expiration Date

Comprehensive Plan

1112 Dickinson Rd

Case #25-200-11



Legend

 Parcels

Comprehensive
Plan

 Residential
Neighborhoods

0 125 250 500 US Feet

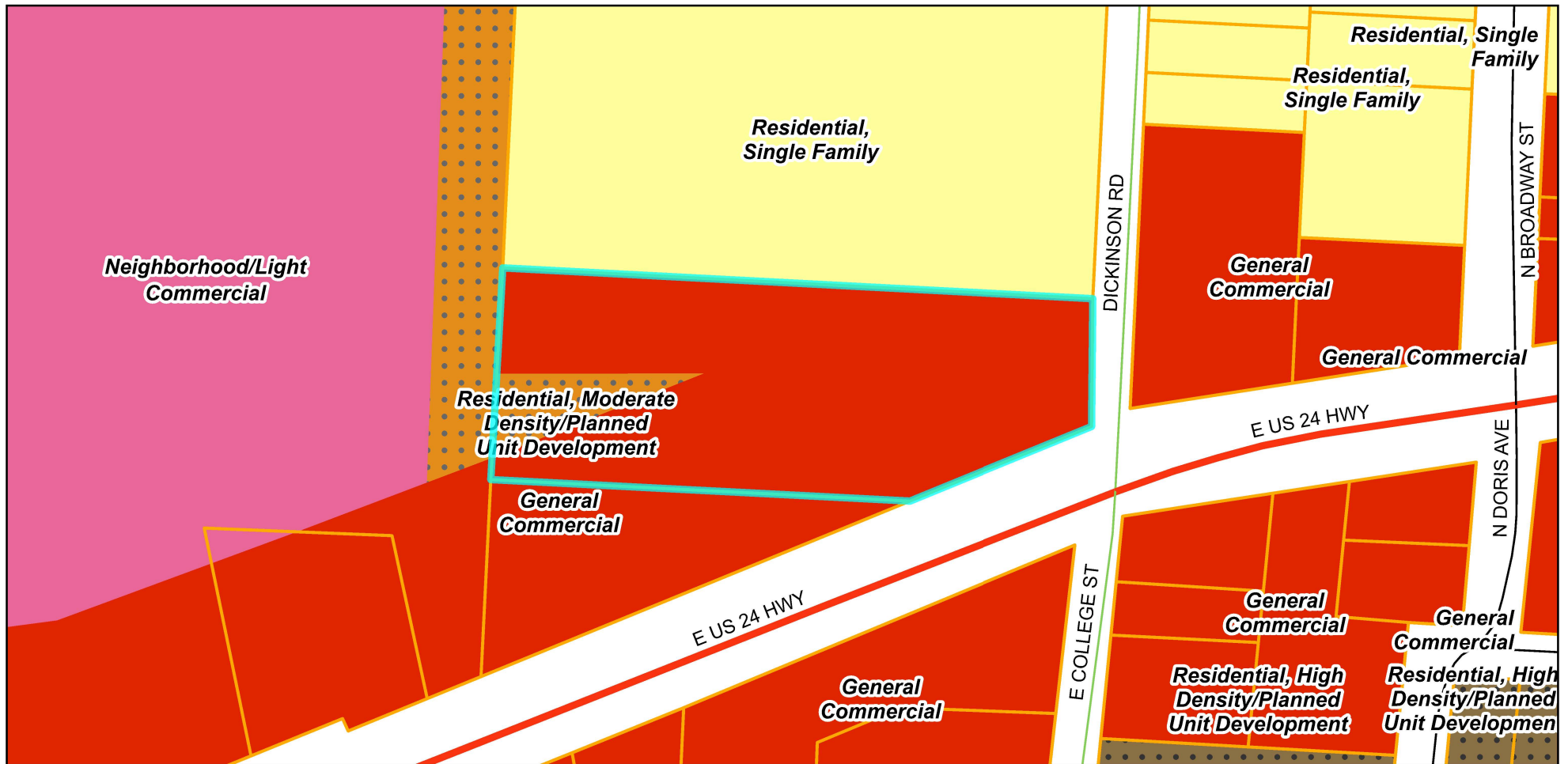
Prepared For: Planning Commission
Meeting Date: October 14, 2025



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.

BILL NO. 25-114

ORDINANCE NO. 19758

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

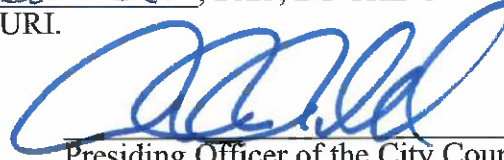
SECTION 3. Any other uses on the property described by Section 1 of this Ordinance shall be governed by the base zoning district and other applicable regulations of the Unified Development Ordinance.

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 15th DAY OF December, 2025, BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.



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

ATTEST:

Sinonnie Holland
City Clerk

APPROVED - FORM AND LEGALITY:

J. W. Ce
City Counselor

REVIEWED BY:

C. Reynolds
Interim City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-107 **2R** An Ordinance Approving a Plan for Industrial Development for a Power Generation Project located at 21500 East Truman Road, Independence, Missouri. **2R Item passes 6-0 Ord. No. 19759**

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
3. Ord. No. 19759

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

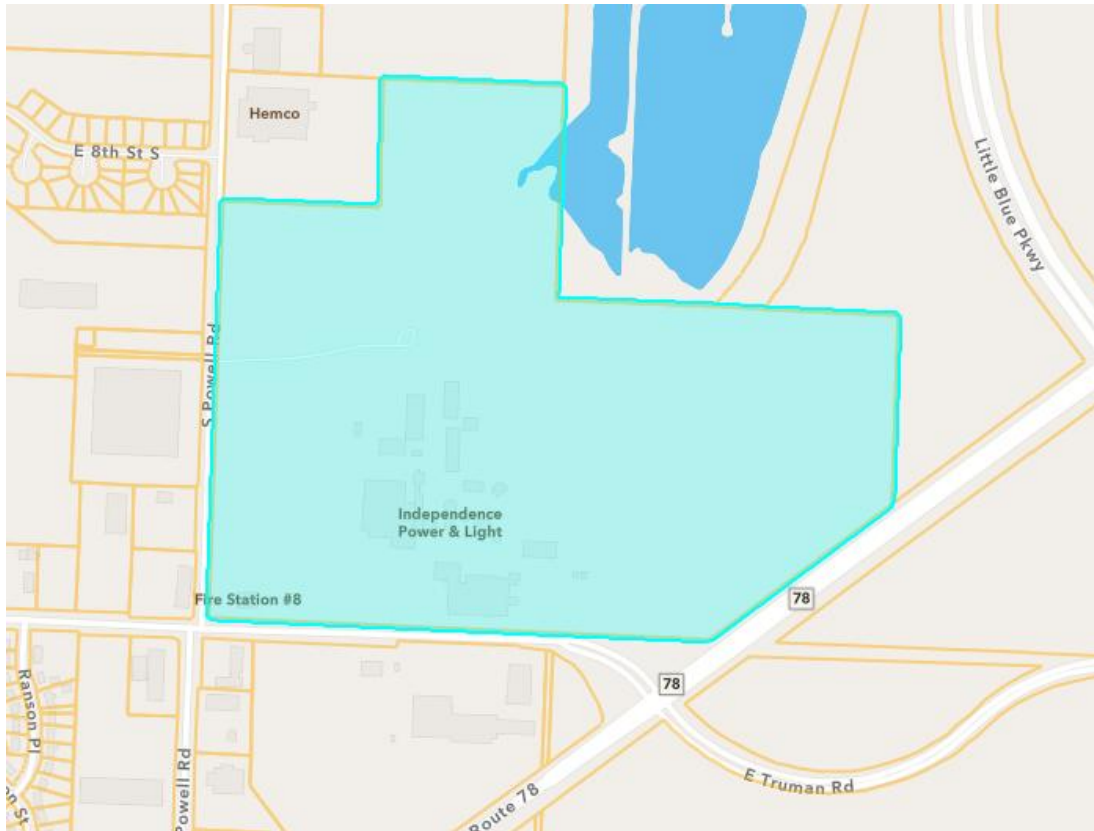
TO: CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI

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%
----------------------------	------

- ♦ 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%		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

BILL NO. 25.107
ORDINANCE NO. 19759

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 1st DAY OF Dec., 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 Holland
City Clerk



APPROVED AS TO FORM AND LEGALITY:

J. M. C.

City Counselor

REVIEWED BY:

C. Reynolds

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

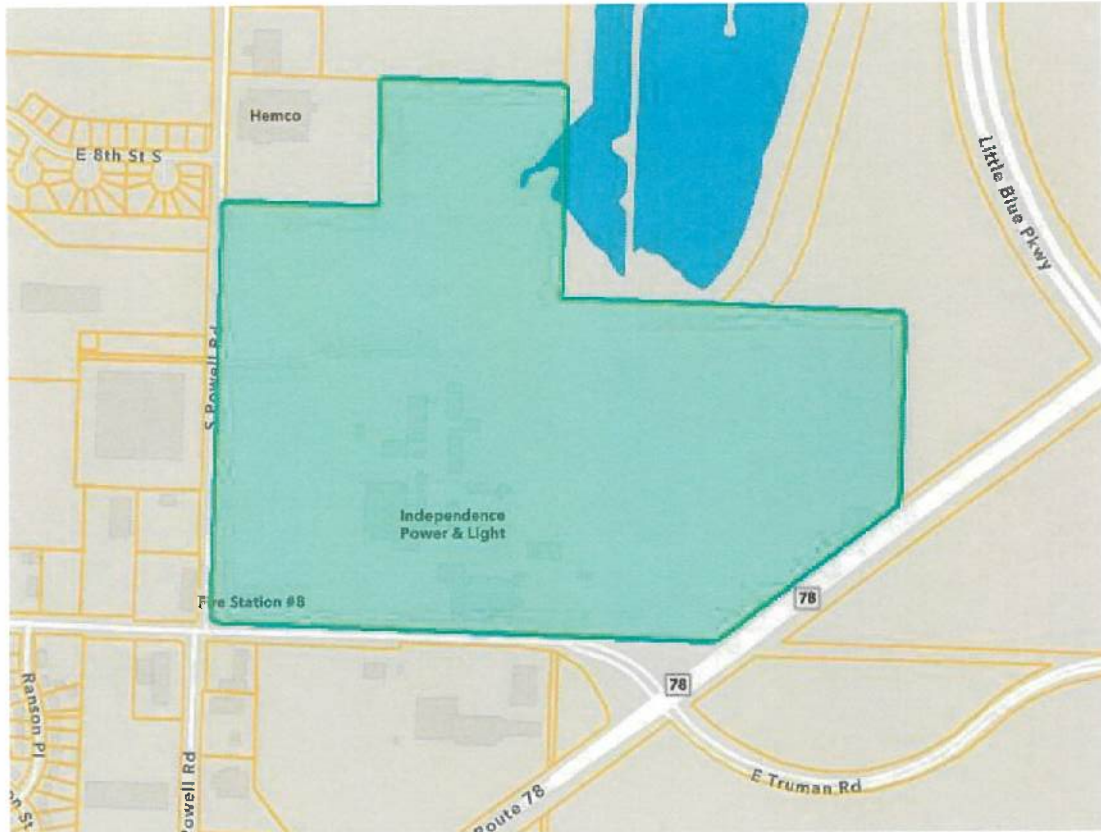
TO: CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI

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

[illegible][illegible]

Projected Taxes on Real Property Improvements

Estimated Assessed Value of Real Property													
	\$	-	\$	-	\$	53,368,000	\$	219,859,889	\$	328,957,254	\$	438,715,258	
Tax Rate per \$100													
Taxing Jurisdiction	0.0732	\$	-	\$	-	\$	39,065	\$	160,937	\$	240,797	\$	321,140
Board of Disabled Services	0.0732	\$	-	\$	-	\$	39,065	\$	160,937	\$	240,797	\$	321,140
City - Independence	0.4892	-	-	-	-	261,076	1,075,555	1,609,259	2,146,195				
Independence School District	5.2371	-	-	-	-	2,794,936	11,514,282	17,227,820	22,975,957				
Jackson County	0.5056	-	-	-	-	269,829	1,111,612	1,663,208	2,218,144				
Mental Health	0.0974	-	-	-	-	51,980	214,144	320,404	427,309				
Metro Junior College	0.1806	-	-	-	-	96,383	397,067	594,097	792,320				
Mid-Continent Library	0.3152	-	-	-	-	168,216	692,998	1,036,873	1,382,830				
State Blind Pension	0.0300	-	-	-	-	16,010	65,958	98,687	131,615				
Surtax	1.4370	-	-	-	-	766,898	3,159,387	4,727,116	6,304,338				
Estimated Assessed Value of Real Property													
	8.3653	\$	-	\$	-	\$	4,464,393	\$	18,391,939	\$	27,518,261	\$	36,699,848
Tax Rate per \$100													
Taxing Jurisdiction	0.0732	\$	363,957	\$	371,236	\$	371,236	\$	378,661	\$	378,661	\$	386,234
Board of Disabled Services	0.0732	\$	363,957	\$	371,236	\$	371,236	\$	378,661	\$	378,661	\$	386,234
City - Independence	0.4892	2,432,349	2,480,996	2,480,996	2,480,996	2,480,996	2,530,616	2,530,616	2,581,228				
Independence School District	5.2371	26,039,357	26,560,144	26,560,144	26,560,144	26,560,144	27,091,347	27,091,347	27,633,174				
Jackson County	0.5056	2,513,891	2,564,169	2,564,169	2,564,169	2,564,169	2,615,452	2,615,452	2,667,761				
Mental Health	0.0974	484,282	493,968	493,968	493,968	493,968	503,847	503,847	513,924				
Metro Junior College	0.1806	897,960	915,919	915,919	915,919	915,919	934,238	934,238	952,923				
Mid-Continent Library	0.3152	1,567,204	1,598,548	1,598,548	1,598,548	1,598,548	1,630,519	1,630,519	1,663,130				
State Blind Pension	0.0300	149,163	152,146	152,146	152,146	152,146	155,189	155,189	158,293				
Surtax	1.4370	7,144,900	7,287,798	7,287,798	7,287,798	7,287,798	7,433,554	7,433,554	7,582,225				
	8.3653	\$	41,593,063	\$	42,424,924	\$	42,424,924	\$	43,273,423	\$	43,273,423	\$	44,138,891
Estimated Assessed Value of Real Property													
		\$	497,209,461	\$	507,153,650	\$	507,153,650	\$	517,296,723	\$	517,296,723	\$	527,642,658
Tax Rate per \$100													
Taxing Jurisdiction	0.0732	\$	363,957	\$	371,236	\$	371,236	\$	378,661	\$	378,661	\$	386,234
Board of Disabled Services	0.0732	\$	363,957	\$	371,236	\$	371,236	\$	378,661	\$	378,661	\$	386,234
City - Independence	0.4892	2,432,349	2,480,996	2,480,996	2,480,996	2,480,996	2,530,616	2,530,616	2,581,228				
Independence School District	5.2371	26,039,357	26,560,144	26,560,144	26,560,144	26,560,144	27,091,347	27,091,347	27,633,174				
Jackson County	0.5056	2,513,891	2,564,169	2,564,169	2,564,169	2,564,169	2,615,452	2,615,452	2,667,761				
Mental Health	0.0974	484,282	493,968	493,968	493,968	493,968	503,847	503,847	513,924				
Metro Junior College	0.1806	897,960	915,919	915,919	915,919	915,919	934,238	934,238	952,923				
Mid-Continent Library	0.3152	1,567,204	1,598,548	1,598,548	1,598,548	1,598,548	1,630,519	1,630,519	1,663,130				
State Blind Pension	0.0300	149,163	152,146	152,146	152,146	152,146	155,189	155,189	158,293				
Surtax	1.4370	7,144,900	7,287,798	7,287,798	7,287,798	7,287,798	7,433,554	7,433,554	7,582,225				
	8.3653	\$	41,593,063	\$	42,424,924	\$	42,424,924	\$	43,273,423	\$	43,273,423	\$	44,138,891
Estimated Assessed Value of Real Property													
		\$	548,959,421	\$	548,959,421	\$	559,938,610	\$	559,938,610	\$	506,082,087	\$	506,082,087
Tax Rate per \$100													
Taxing Jurisdiction	0.0732	\$	401,838	\$	401,838	\$	409,875	\$	409,875	\$	370,452	\$	370,452
Board of Disabled Services	0.0732	\$	401,838	\$	401,838	\$	409,875	\$	409,875	\$	370,452	\$	370,452
City - Independence	0.4892	2,685,509	2,685,509	2,685,509	2,685,509	2,739,220	2,739,220	2,739,220	2,475,754				

Projected Taxes on Real Property Improvements

Real Property Assessed Value									
2025	2026	2027	2028	2029	2030	2031			
-	-	53,368,000	53,368,000	54,435,360	54,435,360	55,524,067			
-	-	-	166,491,889	274,521,894	384,279,898	431,936,189			
-	-	53,368,000	219,859,889	328,957,254	438,715,258	487,460,256			
2034	2035	2036	2037	2038	2039	2040			
56,634,549	57,767,240	57,767,240	58,922,584	58,922,584	60,101,036	60,101,036			
440,574,912	449,386,411	449,386,411	458,374,139	458,374,139	467,541,622	467,541,622			
497,209,461	507,153,650	507,153,650	517,296,723	517,296,723	527,642,658	527,642,658			
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	\$
PILOT Payment		0.00%		0.00%		0.00%		0.00%	
Estimated Assessed Value of Phase 2 Real Property Improvements	\$	-	\$	-	\$	166,491,889	\$	274,521,894	\$
PILOT Payment		0.00%		0.00%		0.00%		0.00%	
Tax Rate per \$100									
Taxing Jurisdiction		2025	2026	2027	2028	2029			
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	\$
PILOT Payment		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	\$
PILOT Payment		0.00%		0.00%		0.00%		0.00%	
Tax Rate per \$100									
Taxing Jurisdiction		2034	2035	2036	2037	2038			
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	\$ 63,779,700	
PILOT Payment	0.00%	0.00%	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
PILOT Payment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Taxing Jurisdiction						
	Tax Rate per \$100					
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	\$
Abatement Percentage		100.00%		100.00%		100.00%		100.00%	
Estimated Assessed Value of Phase 2 Real Property Improvements	\$	-	\$	-	\$	166,491,889	\$	274,521,894	\$
Abatement Percentage		100.00%		100.00%		100.00%		100.00%	
Tax Rate per									
Taxing Jurisdiction	\$100	2025	2026	2027	2028	2029			
Board of Disabled Services	0.0732	\$	-	\$	39,065	\$	160,937	\$	240,797
City - Independence	0.4892		-		261,076		1,075,555		1,609,259
Independence School District	5.2371		-		2,794,936		11,514,282		17,227,820
Jackson County	0.5056		-		269,829		1,111,612		1,663,208
Mental Health	0.0974		-		51,980		214,144		320,404
Metro Junior College	0.1806		-		96,383		397,067		594,097
Mid-Continent Library	0.3152		-		168,216		692,998		1,036,873
State Blind Pension	0.0300		-		16,010		65,958		98,687
Surtax	1.4370		-		766,898		3,159,387		4,727,116
	8.3653	\$	-	\$	4,464,393	\$	18,391,939	\$	27,518,261

Estimated Assessed Value of Phase 1 Real Property Improvements	\$	56,634,549	\$	57,767,240	\$	57,767,240	\$	58,922,584	\$	58,922,584	\$
Abatement Percentage		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	\$
Abatement Percentage		100.00%		100.00%		100.00%		100.00%		100.00%	
Tax Rate per \$100											
Taxing Jurisdiction		2034		2035		2036		2037		2038	
Board of Disabled Services	0.0732	\$	363,957	\$	371,236	\$	371,236	\$	378,661	\$	378,661
City - Independence	0.4892		2,432,349		2,480,996		2,480,996		2,530,616		2,530,616
Independence School District	5.2371		26,039,357		26,560,144		26,560,144		27,091,347		27,091,347
Jackson County	0.5056		2,513,891		2,564,169		2,564,169		2,615,452		2,615,452
Mental Health	0.0974		484,282		493,968		493,968		503,847		503,847
Metro Junior College	0.1806		897,960		915,919		915,919		934,238		934,238
Mid-Continent Library	0.3152		1,567,204		1,598,548		1,598,548		1,630,519		1,630,519
State Blind Pension	0.0300		149,163		152,146		152,146		155,189		155,189
Surtax	1.4370		7,144,900		7,287,798		7,287,798		7,433,554		7,433,554
	8.3653	\$	41,593,063	\$	42,424,924	\$	42,424,924	\$	43,273,423	\$	43,273,423

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	\$ 63,779,700	\$ 63,779,700	\$ 63,779,700	\$ 63,779,700	\$ 63,779,700
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	\$ 486,430,303	\$ 486,430,303	\$ 496,158,909	\$ 496,158,909	\$ 496,158,909	\$ 496,158,909	\$ 496,158,909	\$ 496,158,909	\$ 496,158,909
Abatement Percentage	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Tax Rate per \$100									
Taxing Jurisdiction		2043	2044	2045	2046	2047			
Board of Disabled Services	0.0732	\$ 401,838	\$ 401,838	\$ 409,875	\$ 409,875	\$ 370,452	\$		\$
City - Independence	0.4892	2,685,509	2,685,509	2,739,220	2,739,220	2,475,754			
Independence School District	5.2371	28,749,554	28,749,554	29,324,545	29,324,545	26,504,025			
Jackson County	0.5056	2,775,539	2,775,539	2,831,050	2,831,050	2,558,751			
Mental Health	0.0974	534,686	534,686	545,380	545,380	492,924			
Metro Junior College	0.1806	991,421	991,421	1,011,249	1,011,249	913,984			
Mid-Continent Library	0.3152	1,730,320	1,730,320	1,764,927	1,764,927	1,595,171			
State Blind Pension	0.0300	164,688	164,688	167,982	167,982	151,825			
Surtax	1.4370	7,888,547	7,888,547	8,046,318	8,046,318	7,272,400			
	8.3653	\$ 45,922,102	\$ 45,922,102	\$ 46,840,545	\$ 46,840,545	\$ 42,335,285	\$		\$

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	\$	2,544,174
Taxing Jurisdiction		Tax Rate per \$100															
Board of Disabled Services		0.0732	\$	470	\$	434	\$	2,750	\$	2,544	\$	2,353	\$	2,177	\$	2,013	\$
City - Independence		0.4892		3,139		2,903		18,379		17,001		15,725		14,547		13,455	
Independence School District		5.2371		33,601		31,081		196,756		181,999		168,342		155,729		144,037	
Jackson County		0.5056		3,244		3,001		18,995		17,571		16,252		15,034		13,906	
Mental Health		0.0974		625		578		3,659		3,385		3,131		2,896		2,679	
Metro Junior College		0.1806		1,159		1,072		6,785		6,276		5,805		5,370		4,967	
Mid-Continent Library		0.3152		2,022		1,871		11,842		10,954		10,132		9,373		8,669	
State Blind Pension		0.0300		192		178		1,127		1,043		964		892		825	
		6.9283	\$	44,452	\$	41,118	\$	260,293	\$	240,771	\$	222,704	\$	206,018	\$	190,551	\$

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
Taxing Jurisdiction		Tax Rate per \$100															
Board of Disabled Services		0.0732	\$	1,197	\$	1,067	\$	936	\$	806	\$	696	\$	587	\$	586	\$
City - Independence		0.4892		8,001		7,129		6,256		5,383		4,653		3,926		3,913	
Independence School District		5.2371		85,656		76,314		66,972		57,630		49,817		42,032		41,893	
Jackson County		0.5056		8,269		7,368		6,466		5,564		4,809		4,058		4,044	
Mental Health		0.0974		1,593		1,419		1,246		1,072		927		782		779	
Metro Junior College		0.1806		2,954		2,632		2,310		1,987		1,718		1,449		1,445	
Mid-Continent Library		0.3152		5,155		4,593		4,031		3,469		2,998		2,530		2,521	
State Blind Pension		0.0300		491		437		384		330		285		241		240	
		6.9283	\$	113,317	\$	100,958	\$	88,599	\$	76,241	\$	65,905	\$	55,606	\$	55,421	\$

		Personal Property Assessed Value (20-Year Depreciation)						
		2028	2029	2030	2031	2032	2033	2034
2027	2,000,000	641,603	593,474	548,945	507,816	469,686	434,490	401,893
2029	10,000,000			3,208,013	2,967,370	2,744,726	2,539,079	2,348,432
		641,603	593,474	3,756,958	3,475,186	3,214,412	2,973,569	2,750,325

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	\$ 371,000				
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	\$3,208,013	\$2,967,370	\$2,744,726	\$2,539,079	\$2,348,432	\$2,172,000						
PILOT Payment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%				
Tax Rate												
Taxing Jurisdiction	per \$100	2028	2029	2030	2031	2032	2033	2034	2035			
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	\$ 133,000			
PILOT Payment	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	\$1,412,525	\$1,263,874	\$1,115,222	\$ 966,570	\$ 817,918	\$ 669,266	\$ 666,600	\$ 666,000	\$ 666,000			
PILOT Payment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
Tax Rate												
Taxing Jurisdiction	per \$100	2040	2041	2042	2043	2044	2045	2046	2047			
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	-	-	-	-	-	-	-	-			

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	\$ 371,100				
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				\$3,208,013	\$2,967,370	\$2,744,726	\$2,539,079	\$2,348,432	\$2,172,100				
Abatement Percentage				100.00%	100.00%	100.00%	100.00%	100.00%	100.00%				
		Tax Rate											
Taxing Jurisdiction	per \$100	2028	2029	2030	2031	2032	2033	2034	2035				
Board of Disabled Services	0.0732	\$ 470	\$ 434	\$ 2,750	\$ 2,544	\$ 2,353	\$ 2,177	\$ 2,013	\$ 1,849				
City - Independence	0.4892	3,139	2,903	18,379	17,001	15,725	14,547	13,455	12,363				
Independence School District	5.2371	33,601	31,081	196,756	181,999	168,342	155,729	144,037	133,124				
Jackson County	0.5056	3,244	3,001	18,995	17,571	16,252	15,034	13,906	12,793				
Mental Health	0.0974	625	578	3,659	3,385	3,131	2,896	2,679	2,462				
Metro Junior College	0.1806	1,159	1,072	6,785	6,276	5,805	5,370	4,967	4,554				
Mid-Continent Library	0.3152	2,022	1,871	11,842	10,954	10,132	9,373	8,669	7,965				
State Blind Pension	0.0300	192	178	1,127	1,043	964	892	825	757				
		6.9283	\$ 44,452	\$ 41,118	\$ 260,293	\$ 240,771	\$ 222,704	\$ 206,018	\$ 190,551	\$ 176,028			

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	\$ 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%	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	\$ 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%	100.00%	100.00%

		Tax Rate											
Taxing Jurisdiction	per \$100	2040	2041	2042	2043	2044	2045	2046	2047				
Board of Disabled Services	0.0732	\$ 1,197	\$ 1,067	\$ 936	\$ 806	\$ 696	\$ 587	\$ 586	\$ 586				
City - Independence	0.4892	8,001	7,129	6,256	5,383	4,653	3,926	3,913	3,913				
Independence School District	5.2371	85,656	76,314	66,972	57,630	49,817	42,032	41,893	41,893				
Jackson County	0.5056	8,269	7,368	6,466	5,564	4,809	4,058	4,044	4,044				
Mental Health	0.0974	1,593	1,419	1,246	1,072	927	782	779	779				
Metro Junior College	0.1806	2,954	2,632	2,310	1,987	1,718	1,449	1,445	1,445				
Mid-Continent Library	0.3152	5,155	4,593	4,031	3,469	2,998	2,530	2,521	2,521				

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-108 **2R** 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. **2R Item passes 6-0 Ord. No. 19760**

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
3. Ord. No. 19760

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



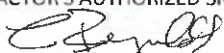
PROGRAM SERVICES CONTRACT

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.

BILL NO. 25.108
ORDINANCE NO. 19740

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 15th DAY OF December, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:


Sharon H. Heston
City Clerk

APPROVED - FORM AND LEGALITY:

J. M. C.
City Counselor


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

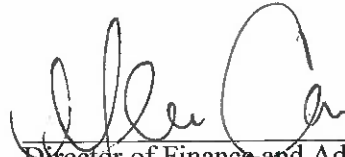
I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation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

Source is: As Indicated Above

REVIEWED BY:



Interim City Manager



Director of Finance and Administration
City of Independence, Missouri

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-109 **2R** 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. **2R Item passes 6-0 Ord. No. 19761**

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
3. Ord. No. 19761

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

BILL NO. 25-109
ORDINANCE NO. 19761

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 1st DAY OF December, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

Shirane Holland
City Clerk

APPROVED - FORM AND LEGALITY:

J. H. C.
City Counselor


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

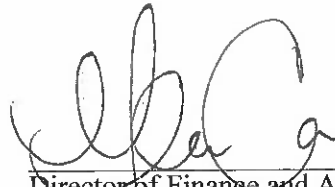
I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation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

Source is: As Indicated Above

REVIEWED BY:



Interim City Manager



Director of Finance and Administration
City of Independence, Missouri

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-111 **2R** 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. **2R Item passes 6-0 Ord. No. 19762**

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 /
---------------------------------	----------------------

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
3. Ord. No. 19762

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.

BILL NO. 25-111

ORDINANCE NO. 19762

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

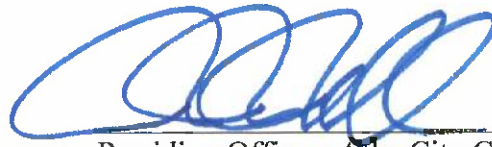
WHEREAS, it is deemed necessary advisable and in the public interest to acquire certain real estate located at 18414 E Bundschu Road.

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.

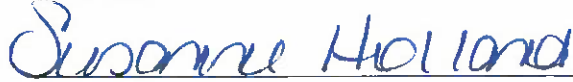
SECTION 2. That the City Manager is further authorized to direct that payment be made there to Alpha Title Guaranty, Inc., as escrow agent, in accordance with the terms and conditions of said real estate purchase contract from any and all funds available for the Bundschu Regional Detention Basin Project #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 15th DAY OF December, 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:

25-117 **1R** An ordinance authorizing the City to enter into a Cooperative Agreement relating to the Pavilions at Hartman Heritage Community Improvement District. **1R Read**

Recommendations:

Council approval is recommended.

Background:

The Pavilions at Hartman Heritage Community Improvement District (the "CID") was formed on July 7, 2025 by Ordinance No. 19691. Formation of the CID was conditioned on the later execution of a cooperative agreement. The CID covers property located to the northwest of the intersection of Interstate Highway 70 and Little Blue Parkway in Independence, Missouri, and is generally bounded by East Jackson Drive to the east, south and west, and the Little Blue Trace Trail to the north. It is authorized to impose a sales tax of up to 1.0%.

The CID was formed with a blight finding to fund renovations to blighted private improvements. The CID board is controlled by the landowner. The cooperative agreement places responsibility on the District to collect and distribute the CID revenues.

Emergency Justification:**Fiscal Impact:**

If the City incurs costs in the future in connection with the improvements, the City administrative services, or any other action that the District requests the City to take, and such costs are authorized for payment or approved for payment in accordance with this Agreement, the District shall pay for such City reimbursable costs within a reasonable time of receipt of an invoice from the City.

Council Action:

**Department /
Contact**

Community Development /

REVIEWERS

Tom Scannell

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Approving Cooperative Agreement (Hartman Pavilions CID)
2. Cooperative Agreement (Hartman Pavilions CID)

Bill No. _____

Ordinance No. _____

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A
COOPERATIVE AGREEMENT RELATING TO THE PAVILIONS AT
HARTMAN HERITAGE COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, pursuant to Sections 67.1401 to 67.1571 RSMo, as amended, the City Council of the City of Independence, Missouri (the “City”) passed Ordinance No. 19691 (the “CID Creation Ordinance”) establishing the Pavilions at Hartman Heritage Community Improvement District (the “CID”);

WHEREAS, the CID Creation Ordinance conditions approval of the CID on the City and the CID later entering into a cooperative agreement to govern the relationship of the CID and the City;

WHEREAS, the City Council now desires to approve and enter into the Cooperative Agreement (defined herein).

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

SECTION 1. The Intergovernmental Cooperative Agreement (the “Cooperative Agreement”) between the City and the CID is hereby approved in substantially the form attached hereto as **Exhibit A**.

SECTION 2. The Mayor or (Interim) City Manager of the City is hereby authorized and directed to execute the Cooperative Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Cooperative Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. This Ordinance shall take effect and be in full force as provided by the City Charter.

[remainder of page intentionally left blank]

PASSED THIS ____ DAY OF DECEMBER, 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

Cooperative Agreement

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT (“Agreement”), entered into as of this day of _____, 2025, between the CITY OF INDEPENDENCE, MISSOURI, a political subdivision of the State of Missouri (“City”), and the PAVILIONS AT HARTMAN HERITAGE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision and community improvement district (“District”) (the City and the District are collectively referred to herein as the “Parties” and individually as “Party”, as the context so requires).

RECITALS

WHEREAS, on July 7, 2025, the City Council adopted Ordinance No. 19691 establishing the District as a political subdivision pursuant to the Act; and

WHEREAS, all of the real property within the District is legally described on the attached Exhibit A and shown on the map attached as Exhibit B; and

WHEREAS, the City declared the property within the District to be a blighted area pursuant to the Act; and

WHEREAS, the intended funding mechanism for the District is the Sales Tax (defined herein) imposed to pay or reimburse the Parties for: (a) costs of formation of the District, (b) costs of the Improvements, and (c) District Administrative Costs (defined herein); and

WHEREAS, on _____, 2025, the Board of Directors, the governing body of the District, adopted Resolution No. _____ imposing the Sales Tax subject to the approval of the Sales Tax by the qualified voters within the District in accordance with the Act; and

WHEREAS, on _____, 2025, pursuant to an election conducted by the Jackson County Board of Election Commissioners, qualified voters within the District approved the Sales Tax; and

WHEREAS, the District Sales Tax is expected to become effective on _____, 2025; and

WHEREAS, the Parties desire to set forth through this Agreement their respective rights and obligations with respect to the Improvements and the operation of the District.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits. The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they

were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions. In addition to words and terms defined by the Act and elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

“Act” means the Missouri Community Improvement District Act, §§ 67.1401, *et seq.*, RSMo, as amended.

“Agreement” means this Intergovernmental Cooperative Agreement, as from time to time amended in accordance with its terms.

“Account” means the account established and held by the District at a bank selected by the District for the deposit of District Revenue and for the payment of Eligible Costs.

“Applicable Laws” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, requirement, or decision of or agreement with or by any unit of government.

“Board of Directors” means the Board of Directors of the Pavilions at Hartman Heritage Community Improvement District.

“City” means the City of Independence, Missouri, a municipal corporation of the State of Missouri.

“City Administrative Services” means the services to be provided by the City to the District as specifically described in Section 4.5 of this Agreement.

“City Clerk” means the Clerk of the City.

“City Council” means the governing body of the City.

“City Finance Director” or “Director of Finance” means the Director of Finance for the City.

“City Hall” means the official office of the City located at 111 E. Maple, Independence, Missouri 64050.

“City Manager” means the City Manager of the City.

“City Reimbursable Costs” means those costs described in Section 4.7 of this Agreement.

“Developer” means HC Independence, LLC, a Delaware limited liability company.

“District Administrative Costs” means the amounts incurred by the District for overhead expenses of the District for administration, operation, implementation, collection, and

enforcement incurred in connection with the Improvements and the District Revenue. District Administrative Costs include, without limitation, the following: actual, reasonable expenses that are necessary or desirable for the operation of the District as permitted under the Act that shall include, but are not limited to, costs associated with elections, notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting, engineering, land use planning, financial auditing services, insurance, administration of the Sales Tax, enforcement and collection of the Sales Tax, and other professional consultants or services.

“District” means the Pavilions at Hartman Heritage Community Improvement District, a political subdivision of the State of Missouri and community improvement district established in accordance with the Act.

“District Revenue” means the Sales Tax revenue collected by DOR on behalf of the District and deposited in the Account and such other revenue earned or received by the District from other sources.

“District Land” means the real property within the District legally described in the attached Exhibit A.

“DOR” means the Missouri Department of Revenue.

“Eligible Costs” means all of the following: (a) costs of formation of the District (including legal fees and publication costs) up to a maximum of \$30,000, (b) Improvement Costs up to a maximum of \$9,193,735, (c) interest on Improvement Costs allowable under **Section 4.8**, (d) District Administrative Costs, and (e) City Reimbursable Costs.

“Event of Default” means any event specified in Section 6.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

“Improvements” means the renovation of existing buildings on District Land, including but not limited to interior improvements and the replacement of exterior facades and parapets, HVAC systems and appurtenances, roofing systems, lighting systems and signage.

“Improvement Costs” means all actual and reasonable costs and expenses which are incurred by, at the direction of or otherwise with the consent of the District with respect to construction and performance of the Improvements, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the Improvements that are constructed by or on behalf of the District, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the Improvements.

“Mayor” means the Mayor of the City.

“Sales Tax” means a sales and use tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the Act at a rate not to exceed one percent (1.0%) for a period of up to twenty seven (27) years from the date of the Ordinance, unless otherwise extended by the mutual agreement of the Parties and in accordance with the Act.

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. Except as to the shared benefits among all property owners within the District that are anticipated to result from the Improvements, no member of the Board of Directors has any significant or conflicting interest, financial or otherwise, in the Improvements or in the transactions contemplated by this Agreement. Any member of the Board of Directors who has a significant or conflicting interest, financial or otherwise, in the Improvements or in the transactions contemplated by this Agreement shall disclose said interest to the Parties and refrain from voting and/or making any final approval decisions regarding the Improvements or other transactions contemplated by this Agreement, unless the Parties mutually agree that said member of the Board of Directors may otherwise participate in the voting and/or making decisions regarding the Improvements or other transactions contemplated by this Agreement.

E. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

F. The District acknowledges that the funding, construction and performance of the Improvements is of significant value to the City, the District, the District Land, and the general public.

Section 2.2 Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city and is a political subdivision in which the District is located.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and by proper action of its City Council, the City Manager or other designated City official has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. To the City's knowledge, no member or employee of the City has any significant or conflicting interest, financial or otherwise, in the Improvements or in the transactions contemplated by this Agreement. The City shall take reasonable steps to ensure that any member or employee of the City who has a significant or conflicting interest, financial or otherwise, in the Improvements or in the transactions contemplated by this Agreement shall disclose said interest to the Parties and refrain from voting and/or making any final approval decisions regarding the Improvements or other transactions contemplated by this Agreement, unless the Parties mutually agree that said member or employee of the City may otherwise participate in the voting and/or making decisions regarding the Improvements or other transactions contemplated by this Agreement.

E. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

F. The City acknowledges that the funding, construction and performance of the Improvements is of significant value to the City, the District, the District Land, and the general public.

ARTICLE 3: MUTUAL COOPERATION

Section 3.1 Litter and Trash Cleanup, Walkability and Security. The Parties agree and acknowledge that the City has adopted Resolution No. 6337 requiring special taxing jurisdictions such as the District to adopt policies to address litter and trash cleanup, walkability

and security within the City. The Parties agree that the District has limited revenue with which to expend towards these issues. However, the District agrees to develop such policies which may be in the form of recommendations to property owners which address these issues, and will use commercially reasonable efforts to ensure that its activities are in conformance with these requirements.

Section 3.2 Financing Improvements.

A. Subject to the limits set forth in the Petition, the District may issue obligations to fund all or a portion of the Improvement Costs as permitted by Section 67.1491, RSMo.

B. The District shall be solely responsible for payment of Improvement Costs with the proceeds of obligations or other District Revenue.

Section 3.3 Completion of the Improvements. The Improvements shall be completed by December 31, 2030. No payment of District Revenues shall be made for Improvements completed after such time and such costs shall not constitute Eligible Costs.

Section 3.4 Certificate of Completion. Upon substantial completion of the Improvements, the District shall or shall cause the Developer to submit to the City a Certificate of Completion substantially in the form attached hereto as Exhibit C ("Completion Certificate"). The District or the Developer shall certify that the Improvements have been completed in accordance with the approved final plans and specifications and all Applicable Laws.

Section 3.5 Ownership and Maintenance of Improvements. The District's initial primary role is to fund and/or assist in the funding of the Improvements. It is not intended for the District to own title to the Improvements or to the property upon which the Improvements are undertaken. The Developer shall be responsible for maintenance of the Improvements after completion.

ARTICLE 4: COLLECTION OF FUNDS

Section 4.1 Imposition of the Sales Tax. The District has taken all actions necessary to impose the Sales Tax. DOR will collect the Sales Tax as provided in the Act. All District expenditures and payments from Sales Tax revenue shall be subject to annual appropriation of the District.

Section 4.2 Administration and Collection of the Sales Tax.

A. DOR will collect the Sales Tax as provided in the Act and deposit monthly collections into the Account pursuant to an agreement between the District and DOR.

B. The District shall: (i) perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the Sales Tax, to the extent not performed by DOR, pursuant to the Act, and subject to this Agreement; (ii) maintain the Account for deposit of all District Revenue and pay any reasonable bank fees; (iii) maintain the District's checkbook, write checks, and arrange for check signatures by authorized District officers for payment of District-approved expenditures; and (iv) prepare or cause to be prepared financial

statements according to accounting principles generally accepted in the United States of America and the budgets and reports as set forth in Section 5.1 or such other documents as may be required under the Act or by the Applicable Laws.

At any time during the term of the Sales Tax, the District may: (i) enter into any contract required by DOR for the collection of the Sales Tax and disbursement thereof to the Account in accordance with the Act; and (ii) prescribe any required forms and administrative rules and regulations for reporting the Sales Tax.

Upon the expiration of the Sales Tax, all funds remaining in the Account shall continue to be used solely in accord with this Agreement and the Act.

C. The District shall notify the City in writing of each meeting of the Board of Directors by delivering a copy of such notice and an agenda for the noticed meeting by U.S. postal service or electronic mail to the City Clerk at the address provided in Section 7.4. All meeting notices shall be posted at the District's official office, as designated in the District's bylaws.

Section 4.3 Investment of District Revenue. District Revenue on deposit in the Account shall be funds of the District only and shall not be deemed to be City funds. The Board of Directors may invest the District Revenue on deposit in the Account in accordance with the Act and other Applicable Laws. All interest earned upon the balance in the Account shall be deposited to the credit thereof.

Section 4.4 District Administrative Costs. The District shall pay for the District Administrative Costs of the District from District Revenue. The District Administrative Costs shall be included in the District's annual budget, as provided in Section 5.1. In the course of performing the City Administrative Services set forth in this Agreement, the City shall not incur District Administrative Costs or other costs for the District or otherwise obligate the District without the express prior written approval of the District, which approval shall be given only in the District's sole discretion.

Section 4.5 City Administrative Services.

A. The Parties acknowledge that the administrative services to be performed by the City and the District under this Agreement are mutually beneficial and necessary to allow the District to undertake the Improvements for which it was created.

B. The City shall perform the City Administrative Services as described below at no cost to the District: The City shall keep accurate records of information and documents received or prepared by the City in connection with the District and such records shall be open to the inspection of officers of the District. Any District records which are confidential pursuant to Section 32.057, RSMo, shall be obtained by the District from the Missouri Department of Revenue.

Section 4.6 Enforcement of the Sales Tax. As provided in the Act and Applicable Laws, DOR will enforce the Sales Tax. To the extent that the Sales Tax is not enforced by DOR, the District shall be responsible to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the Sales Tax.

Notwithstanding anything to the contrary in this Agreement, the District shall not be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected or if the amount sought to be collected exceeds the expected enforcement costs and the difference, in the District's discretion, is not enough to justify an enforcement action. Any costs incurred by the District in an attempt to enforce and/or collect the Sales Tax pursuant to this Section shall be considered as a District Administrative Cost.

Section 4.7 City Reimbursable Costs. If the City incurs costs in the future in connection with the Improvements, the City Administrative Services, or any other action that the District requests the City to take, and such costs are authorized for payment or approved for payment in accordance with this Agreement, the District shall pay for such City Reimbursable Costs within a reasonable time of receipt of an invoice from the City. Any Improvement Costs to be incurred by the City must be approved by the District in writing before being incurred. If the City seeks reimbursement for future Improvement Costs that the District did not approve in writing before the City incurred such costs, the District, in its sole discretion, may, but is not obligated to, treat all or any portion of such costs as City Reimbursable Costs and pay the City in accordance with this Agreement. If the District elects not to reimburse the City for all or any portion of Improvement Costs incurred by the City without the District's prior approval, the District shall have no further obligation with respect to such costs. Notwithstanding the foregoing, all payments of City Reimbursable Costs are expressly subject to the District having sufficient unencumbered funds available to make any such payment. The Costs of City Administrative Services and the costs of any other actions that the District specifically requests the City to take shall automatically be treated as City Reimbursable Costs.

Section 4.8 Improvement Costs and Interest on Improvement Costs. The District shall pay such Improvement Costs as qualify as Eligible Costs and for which the District has received certificate(s) listing such Improvement Costs, explaining their qualification as Eligible Costs and certifying such Improvement Costs to be Eligible Costs, accompanied by itemized invoices, receipts or other information sufficient to demonstrate such eligibility.

Interest shall accrue to the party that has paid any certified Improvement Costs from the date of certification to the date of payment from District Revenue. The rate of interest shall be determined on each January 1 and shall be, for such year, equal to the prime rate reported in the most recently published "Money Rates" column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks (if *The Wall Street Journal* ceases publication of the prime rate, then "prime rate" shall mean the "prime rate" or "base rate" announced by UMB Bank, N.A., or any successor thereto).

The District shall maintain records of all certifications of Improvement Costs and calculations of interest accrued on Improvement Costs and shall make such records available to the City upon request.

Section 4.9 Disbursement of District Revenue. District Revenue shall be disbursed from the Account by the District only for the payment of Eligible Costs. Revenue shall be disbursed in accordance with the following priorities, to the extent that the following constitute Eligible Costs:

1. costs of formation of the District (including legal fees and publication costs);
2. District Administrative Costs;
3. City Reimbursable Costs;
4. interest on Improvement Costs; and
5. Improvement Costs.

The District shall maintain records of all disbursements of District Revenues and their purposes and shall make such records available to the City upon request.

Section 4.10 Repeal of the Sales Tax. No proposal to abolish the District and to repeal the Sales Tax shall be made so long as the District's liabilities exceed its assets, there are outstanding claims or causes of action pending against the District, while there are outstanding City Reimbursable Costs which remain due and payable pursuant to this Agreement, or while the District is insolvent, in receivership or under the jurisdiction of a bankruptcy court; provided that, this section shall not extend either the term of the District's existence or the imposition of the Sales Tax. Upon payment of all Eligible Costs, the District and the City shall cooperate to terminate the District and the Sales Tax.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Annual Budget, Annual Financial Report, and Annual Report.

A. The District's fiscal year shall begin on July 1 and end on June 30 in each year that the District remains in existence. Not earlier than 180 days and not later than 90 days before the first day of each fiscal year, the District shall prepare, or cause to be prepared, a budget for capital and operating expenses for the next succeeding fiscal year for submission to the City Finance Director. Each budget and any amendments thereto shall generally be prepared in accordance with all applicable state statutes, including specifically Section 67.010, RSMo, as amended. The City Finance Director may review and comment to the Board of Directors on the proposed budget no later than 60 days before the first day of the relevant fiscal year. The Parties acknowledge that the District may, but is not required to, accept any recommendations suggested by the City Finance Director. The Board of Directors shall hold an annual meeting and adopt an annual budget not later than 30 days before the first day of each fiscal year. The District shall provide a copy of the approved budget to the City Finance Director.

B. As required by Section 105.145, RSMo, the District shall prepare, or cause to be prepared, an annual financial report of the District's financial transactions during each fiscal year and submit a copy of the annual financial report to the State Auditor no later than six (6) months after the end of the District's fiscal year. The annual financial report may be either an un-audited report or an audited report prepared by a certified public accountant. The District shall provide a copy of the annual financial report to the City Finance Director.

C. Within 120 days after the end of each fiscal year, the District shall submit a report to the City Clerk and to the Missouri Department of Economic Development stating the services,

provided, revenues collected and expenditures made during such fiscal year, together with copies of written resolutions adopted by the Board of Directors during the fiscal year.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default. If either of the following events shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: (a) payment of costs from District Revenues that do not constitute Eligible Costs or (b) failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for ninety (90) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2 Remedies on Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either Party, or any successor, the defaulting or breaching Party (or successor) shall, upon written notice from the other Party (or successor), proceed promptly to cure or remedy such default or breach, and, shall, in any event, within ninety (90) days after receipt of notice, commence to cure or remedy such default; provided, however, that the Parties agree so long as the defaulting Party is diligently pursuing resolution of the default complained of beyond the ninety (90) days provided for above, such failure shall not constitute an Event of Default for as long as reasonably necessary for the defaulting Party to resolve such failure. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents, and employees, and to require and compel duties and obligations required by the provisions of this Agreement. During the continuance of an Event of Default, the District shall not disburse District Revenues for any purpose other than payment of District Administrative Costs.

Section 6.3 Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions.

Section 6.4 Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5 Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon termination of the District in accordance with Section 67.1481, RSMo, and the terms of this Agreement shall terminate.

Section 7.2 Immunities. No recourse shall be had for (1) the payment of any obligations of the District, or (2) any claim based upon any representation, obligation, covenant or agreement in this Agreement, against any past, present or future officer, member, employee, director, or agent of the City or the District, or of any successor thereto, as such, either directly or through the City, the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 7.3 Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4 Notice. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, or sent by electronic mail and addressed as hereinafter specified.

Any notice to City shall be addressed to:

City Manager
City of Independence, Missouri
City Hall
111 E. Maple Avenue
Independence, Missouri 64050
zwalker@indepmo.org

City Clerk
City of Independence, Missouri
City Hall
111 E. Maple Avenue
Independence, Missouri 64050
sholland@indepmo.org

Any notice to the District shall be addressed to:

The Pavilions at Hartman Heritage Community Improvement District
73 White Bridge Road, Suite 103 #230
Nashville, Tennessee 37205
justin@highlandcpt.com
will@highlandcpt.com
wyatt@highlandcpt.com

With a copy to:

Polsinelli PC
Curtis J. Petersen and Vince Cuezze
900 W. 48th Place, Suite 900
Kansas City, MO 64112
cpetersen@polsinelli.com
vcuezze@polsinelli.com

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

Section 7.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Jackson County Circuit Court.

Section 7.6 Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the District, and no director, official, agent, employee, or representative of the District shall be personally liable to the City, in the event of default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

Section 7.7 Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.8 Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. No amendments, changes or modifications of this Agreement shall be made without obtaining the prior written approval of the Parties. The City and the District shall not be required to obtain the approval of the qualified voters for this Agreement or any such amendments, changes or modifications.

Section 7.9 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.10 City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his/her designee without

the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

Section 7.11 District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors. The Chairman, at his/her discretion, may seek the advice or consent of the Board of Directors for any requested approval.

Section 7.12 Assignment. Neither party shall assign this Agreement without the prior written consent of the other Party.

Section 7.13 Priority of Documents. To the extent of any disagreement between this Agreement and any document entered into by the District with the Developer or another party relating to the District, the District Revenues, the Improvements or the Eligible Costs, the terms of this Agreement shall control.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the District and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF INDEPENDENCE, MISSOURI

By: _____
Zachary Walker, City Manager

DISTRICT:

PAVILIONS AT HARTMAN HERITAGE
COMMUNITY IMPROVEMENT
DISTRICT

By: _____
_____, Chairman

ATTEST:

_____, Secretary

EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT LAND

ALL OF LOTS 7 AND 8, HARTMAN HERITAGE CENTER SIXTH PLAT, LOTS 7 AND 8, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

EXHIBIT B

DISTRICT BOUNDARY MAP



EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION

COMPLETION OF CERTIFICATE

TO: City of Independence, Missouri
Attention: City Manager

Re: Pavilions at Hartman Heritage Community Improvement District

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Intergovernmental Cooperative Agreement dated as of _____, 2025 (the “Agreement”) between the City of Independence, Missouri (the “City”) and the Pavilions at Hartman Heritage Community Improvement District. In connection with said Agreement, the undersigned hereby states and certifies that:

1. The Improvements which are described in the Agreement have been completed in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all such improvements.

2. To the knowledge of the District, the District is not in default or breach of any term or condition of the Agreement, and no event has occurred, and no condition exists which constitutes an Event of Default on the part of the District under the Agreement.

3. All of the District's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20__.

HC INDEPENDENCE, LLC,
a Delaware limited liability company

PAVILIONS AT HARTMAN HERITAGE
COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name:
Title:

By: _____
Name:
Title:

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-118 **1R** An ordinance authorizing the City to enter into a Cooperative Agreement relating to the Eastgate Commerce Center Community Improvement District. **1R Read**

Recommendations:

Staff recommends approval.

Background:

The Eastgate Commerce Center Community Improvement District (the "CID") was formed on August 15, 2022 by Ordinance No. 19363. Formation of the CID was conditioned on the later execution of a cooperative agreement. The CID covers property located generally along Little Blue Parkway from Little Blue River (south of E. 39th Street) to a point north of Highway 78, along Necessary Road from E.R.D. Mize Road to Little Blue Parkway, along Highway 78 from a point southwest of Truman Road to Highway 7, and along Truman Road from Highway 78 to a point east of Little Blue Parkway, including various roadways. It imposes a special assessment of five cents per square foot on all constructed and occupiable buildings (2 currently) located within the CID and has been authorized to submit a sales tax to its qualified voters. At present, no sales tax generating facilities are located within the CID.

The CID was formed to fund a variety of public improvements, mostly transportation-related, and application of those funds is governed by an Amended and Restated Development Agreement dated as of August 30, 2023. The CID board is controlled by the City. The cooperative agreement places responsibility on the City to collect and distribute the CID revenues.

Emergency Justification:**Fiscal Impact:**

The City will be reimbursed for administrative services provided by the City.

Council Action:

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

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Approving Cooperative Agreement (Eastgate CID)
2. Cooperative Agreement (Eastgate CID)

Bill No. _____

Ordinance No. _____

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A
COOPERATIVE AGREEMENT RELATING TO THE EASTGATE
COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, pursuant to Sections 67.1401 to 67.1571 RSMo, as amended, the City Council of the City of Independence, Missouri (the “City”) passed Ordinance No. 19363 (the “CID Creation Ordinance”) establishing the Eastgate Commerce Center Community Improvement District (the “CID”);

WHEREAS, the CID Creation Ordinance conditions approval of the CID on the City and the CID later entering into a cooperative agreement to govern the relationship of the CID and the City;

WHEREAS, the City Council now desires to approve and enter into the Cooperative Agreement (defined herein).

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

SECTION 1. The Intergovernmental Cooperative Agreement (the “Cooperative Agreement”) among the City, the CID and Northpoint Development, LLC is hereby approved in substantially the form attached hereto as **Exhibit A**.

SECTION 2. The Mayor or (Interim) City Manager of the City is hereby authorized and directed to execute the Cooperative Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Cooperative Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. This Ordinance shall take effect and be in full force as provided by the City Charter.

[remainder of page intentionally left blank]

PASSED THIS ____ DAY OF DECEMBER, 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

Cooperative Agreement

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT (“Agreement”), entered into as of _____, 2025, among the CITY OF INDEPENDENCE, MISSOURI, a political subdivision of the State of Missouri (“City”), the EASTGATE COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision and community improvement district (“District”), and NORTHPOINT DEVELOPMENT, LLC, a Missouri limited liability company, and its successors and assigns and affiliated entities (the “Company”) (the City, the District and the Company are collectively referred to herein as the “Parties” and individually as “Party”, as the context so requires).

RECITALS

WHEREAS, on August 15, 2022, the City Council adopted Ordinance No. 19363 establishing the District as a political subdivision pursuant to the Act; and

WHEREAS, all of the real property within the District is legally described on the attached Exhibit A and shown on the map attached as Exhibit B; and

WHEREAS, the intended funding mechanism for the District is the Sales Tax (defined herein) and the Special Assessments (defined herein); and

WHEREAS, the Parties desire to set forth through this Agreement their respective rights and obligations with respect to the collection and disbursement of the Sales Tax and the Special Assessments and the operation of the District.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits. The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions. *Words and Terms used herein but not defined shall have the meanings given to such terms in the Development Agreement.* In addition to words and terms defined by the Act, the Development Agreement and elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

“Act” means the Missouri Community Improvement District Act, §§ 67.1401, *et seq.*, RSMo, as amended.

“Administrative Costs” means the amounts incurred by the District or the City for overhead expenses of the District for administration, operation, implementation, collection, and enforcement incurred in connection with the District Revenue. Administrative Costs include, without limitation, the following: actual, reasonable expenses that are necessary or desirable for the operation of the District as permitted under the Act that shall include, but are not limited to, costs associated with elections, notices,

publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting, engineering, land use planning, financial auditing services, insurance, administration of the District Revenue sources, enforcement and collection of the District Revenue, and other professional consultants or services.

“Agreement” means this Intergovernmental Cooperative Agreement, as from time to time amended in accordance with its terms.

“Accounts” means the Sales Tax Account and the Special Assessments Account.

“Applicable Laws” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, requirement, or decision of or agreement with or by any unit of government.

“Board of Directors” means the Board of Directors of the Eastgate Commerce Center Community Improvement District.

“City” means the City of Independence, Missouri, a municipal corporation of the State of Missouri.

“City Administrative Services” means the services to be provided by the City to the District as described in Article 4 of this Agreement.

“City Clerk” means the Clerk of the City.

“City Council” means the governing body of the City.

“City’s Director of Finance” or “Director of Finance” means the Director of Finance for the City.

“City Hall” means the official office of the City located at 111 E. Maple, Independence, Missouri 64050.

“City Manager” means the City Manager of the City.

“Company” means Northpoint Development, LLC, a Missouri limited liability company, and its successors and assigns and affiliated entities.

“Development Agreement” means the Amended and Restated Development Agreement dated as of August 30, 2023, between the City and the Company, as amended from time to time.

“District” means the Eastgate Commerce Center Community Improvement District, a political subdivision of the State of Missouri and community improvement district established in accordance with the Act.

“District Revenue” means the Sales Tax revenue collected by DOR on behalf of the District and deposited in the Sales Tax Account, the Special Assessments revenue received from Jackson County, Missouri and deposited in the Special Assessments Account and such other revenue earned or received by the District from other sources.

“District Land” means the real property within the District legally described in the attached Exhibit A.

“DOR” means the Missouri Department of Revenue.

“Eligible Costs” shall have the meaning given in Section 4.9.

“Event of Default” means any event specified in Section 6.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

“Improvements” means the “Improvements” described in Exhibit C to the Petition, which are set out specifically on Exhibit C hereto, provided that any amendment to the Petition approved by ordinance of the City affecting such Improvements shall be deemed to automatically amend Exhibit C hereto.

“Mayor” means the Mayor of the City.

“Petition” means the Petition for the Creation of the Eastgate Commerce Center Community Improvement District approved by the City by Ordinance No. 19363, as the same may be amended by further ordinance of the City from time to time.

“Sales Tax” means a sales and use tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the Act at a rate not to exceed one percent (1.0%) for a period of up to 25 years from the date of the Ordinance, unless otherwise extended by the mutual agreement of the Parties and in accordance with the Act.

“Sales Tax Account” means the account established and held by the City for the deposit of revenues generated by the Sales Tax and for the payment of Eligible Costs.

“Services” means the “Services” described in Exhibit C to the Petition, provided that any amendment to the Petition approved by ordinance of the City affecting such Services shall be deemed to automatically amend this definition.

“Special Assessments” means the special assessments levied by the District at such rates as described in the Special Assessments Petition.

“Special Assessments Account” means the account established and held by the City for the deposit of revenues generated by the Special Assessments and for the payment of Eligible Costs.

“Special Assessments Petition” means the Petition for Special Assessments attached as Exhibit D to the District’s formation petition.

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. Except as to the shared benefits among all property owners within the District that are anticipated to result from the Improvements and Services, no member of the Board of Directors has any significant or conflicting interest, financial or otherwise, in the Improvements or Services or in the transactions contemplated by this Agreement. Any member of the Board of Directors who has a significant or conflicting interest, financial or otherwise, in the Improvements or Services or in the transactions contemplated by this Agreement shall disclose said interest to the Parties and refrain from voting and/or making any final approval decisions regarding the Improvements and Services or other transactions contemplated by this Agreement, unless the Parties mutually agree that said member of the Board of Directors may otherwise participate in the voting and/or making decisions regarding the Improvements or Services or other transactions contemplated by this Agreement.

E. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

F. The District acknowledges that the funding, construction and performance of the Improvements and Services is of significant value to the City, the District, the District Land, and the general public.

Section 2.2 Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city and is a political subdivision in which the District is located.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and by proper action of its City Council, the City Manager or other designated City official has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. To the City's knowledge, no member or employee of the City has any significant or conflicting interest, financial or otherwise, in the Improvements or Services or in the transactions contemplated by this Agreement. The City shall take reasonable steps to ensure that any member or employee of the City who has a significant or conflicting interest, financial or otherwise, in the Improvements or Services or in the transactions contemplated by this Agreement shall disclose said interest to the Parties and refrain from voting and/or making any final approval decisions regarding the Improvements or Services or other transactions contemplated by this Agreement, unless the Parties mutually agree that said member or employee of the City may otherwise participate in the voting and/or making decisions regarding the Improvements or Services or other transactions contemplated by this Agreement.

E. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

F. The City acknowledges that the funding, construction and performance of the Improvements and Services is of significant value to the City, the District, the District Land, and the general public.

Section 2.3 Representations by the Company. The Company represents that:

A. The Company is a limited liability company existing under the laws of the State of Missouri, is authorized to do business in Missouri, has lawfully executed and delivered this Agreement acting by and through its manager, members or managing member, has received all approvals necessary for it to enter into this Agreement and to effectuate the purposes of this Agreement, and the person executing this Agreement on behalf of Company is authorized to execute and deliver the same.

B. There are no statutes, regulations or other laws which prevent Company from entering into this Agreement or to perform or observe its obligations or undertakings contained herein.

C. There are no agreements or other undertakings to which Company is a party, or for which it is bound, which prevent or impair Company's execution of this Agreement or to perform and observe its obligations contained herein.

D. There is no litigation or proceeding pending or threatened against the Company affecting the right of the Company to execute or deliver this Agreement or the ability of the Company to comply with its obligations under this Agreement.

ARTICLE 3: MUTUAL COOPERATION

Section 3.1 Litter and Trash Cleanup, Walkability and Security. The Parties agree and acknowledge that the City has adopted Resolution No. 6337 requiring special taxing jurisdictions such as the District to adopt policies to address litter and trash cleanup, walkability and security within the City. The Parties agree that the District has limited revenue with which to expend towards these issues. However, the District agrees to develop such policies which may be in the form of recommendations to property owners which address these issues, and will use commercially reasonable efforts to ensure that its activities are in conformance with these requirements.

Section 3.2 Financing Improvements. Subject to the prior, written consent of the City, the District may issue obligations (or may borrow from a conduit issuer) to fund all or a portion of the costs

of the Improvements, as permitted by Section 67.1491, RSMo. In no case will the City be obligated to make any payment on such obligations except from District Revenue.

Section 3.3 Completion of the Improvements. The Improvements shall be completed at the times and by such Parties as are set out in the Development Agreement.

Section 3.4 Ownership and Maintenance of Improvements. The District's initial primary role is to fund and/or assist in the funding of the Improvements and Services. It is not intended for the District to own title to the Improvements or to the property upon which the Improvements are undertaken. Responsibility for maintenance of the Improvements shall be as set out in the Development Agreement.

ARTICLE 4: COLLECTION OF FUNDS

Section 4.1 Imposition of the Sales Tax. The District, the City and the Company will cooperate to take the actions necessary to impose the Sales Tax, subject to approval by the qualified voters of the District. DOR will collect the Sales Tax, once imposed, as provided in the Act. All District expenditures and payments from Sales Tax revenue shall be subject to annual appropriation of the District.

Section 4.2 Administration and Collection of the Sales Tax.

A. DOR will collect the Sales Tax as provided in the Act and remit the proceeds to the City for deposit into the Sales Tax Account.

B. The City shall perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the Sales Tax, to the extent not performed by DOR, pursuant to the Act, and subject to this Agreement.

C. At any time during the term of the Sales Tax, the City and/or District may: (i) enter into any contract required by DOR for the collection of the Sales Tax and deposit thereof to the Sales Tax Account in accordance with the Act; and (ii) prescribe any required forms and administrative rules and regulations for reporting the Sales Tax.

D. The City shall keep accurate records of the amount of Sales Tax revenues on deposit in the Sales Tax Account and such records shall be open to the inspection of the District and the Company at reasonable times and upon written request.

E. Upon the expiration of the Sales Tax, all funds remaining in the Sales Tax Account shall continue to be used solely in accord with this Agreement and the Act.

Section 4.3 Imposition of the Special Assessments.

A. The District is currently imposing the Special Assessments pursuant to the Special Assessments Petition. The District will annually assess the Special Assessments against each tax parcel that is part of the District Land and notify the Jackson County Collection Department (or other appropriate county official, the "County Collector") to include the Special Assessments on the annual real property tax bill for each such tax parcel. The District shall direct the County Collector to deposit the Special Assessments revenue with the City, for deposit into the Special Assessments Account. All District expenditures and payments from Special Assessments revenue shall be subject to annual appropriation of the District.

B. The Special Assessments shall be levied for such period and at such rates as are set out in the Special Assessments Petition and the Development Agreement.

Section 4.4 Administration and Collection of the Special Assessments.

A. The Special Assessments will be collected by the County Collector as provided in the Act.

B. The City and the District shall cooperate to perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the Special Assessments, to the extent not performed by the County Collector, pursuant to the Act, and subject to this Agreement. The Special Assessments, as they become due and owing, shall constitute a perpetual lien against each affected tax parcel that is part of the District Land from which it is derived and such lien may be foreclosed as provided in the Act and Applicable Laws.

C. The City and/or the District shall enter into any contract required by the County Collector for the collection of the Special Assessments and deposit thereof to the Special Assessments Account in accordance with the Act. The City shall deposit all proceeds of the Special Assessments received by it into the CID Revenue Account.

D. The City shall keep accurate records of the amount of Special Assessments revenue on deposit in the Special Assessments Account and such records shall be open to the inspection of the District and the Company at reasonable times and upon written request.

E. Upon the expiration of the Special Assessments, all funds remaining in the Special Assessments Account shall continue to be used solely in accord with this Agreement and the Act.

Section 4.5 Investment of District Revenue. District Revenue on deposit in the Accounts shall constitute funds of the District only and shall not be deemed to be City funds. The Board of Directors may direct the City to invest the District Revenue on deposit in the Accounts in accordance with the Act and other Applicable Laws. All interest earned upon the balance in the Accounts shall be deposited to the credit thereof.

Section 4.6 Administrative Costs. The City shall pay or reimburse itself for the Administrative Costs of the District from District Revenue in accordance with the priorities set out in Section 3.4 of the Development Agreement. The District shall include estimated Administrative Costs in the District's annual budget.

Section 4.7 City Administrative Services.

A. The Parties acknowledge that the administrative services to be performed by the City under this Agreement are beneficial and necessary to allow the District to undertake the Improvements **and Services** for which it was created. In addition to the duties of the City set out elsewhere in this Article 4, the City shall (i) maintain the Accounts for deposit and application of District Revenue and pay any reasonable bank fees from amounts available in the Accounts; and (ii) maintain the District's checkbook, write checks, and arrange for check signatures by authorized officers for payment of District-approved expenditures. The City may prepare or cause to be prepared financial statements according to accounting principles generally accepted in the United States of America and the budgets and reports as set forth in Article 5 or such other documents as may be required under the Act or by the Applicable Laws on behalf of the District.

B. The City shall perform the City Administrative Services and shall be reimbursed for the actual costs of such City Administrative Services (including a reasonable rate established by the City for staff time dedicated) in the priority set out for "costs of administration of the CID" in Section 3.4 of the Development Agreement.

Section 4.8 Enforcement of the District Revenues. As provided in the Act and Applicable Laws, DOR will enforce the Sales Tax and the County Collector will enforce the Special Assessments. To the extent that the same are not enforced by DOR or the County Collector, as appropriate, the District shall be responsible to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the District Revenues at the expense of the Accounts (using revenues from the appropriate account).

Notwithstanding anything to the contrary in this Agreement, the District shall not be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected or if the amount sought to be collected exceeds the expected enforcement costs and the difference, in the District's discretion, is not enough to justify an enforcement action.

Section 4.9 Eligible Costs. The costs described in Section 3.4 of the Development Agreement for reimbursement from District Revenues (which includes but is not limited to the costs of the City Administrative Services and the Administrative Costs) are herein referred to as "Eligible Costs". In order to be reimbursable under this Agreement, Eligible Costs must be certified to the City pursuant to a certificate(s) listing such Eligible Costs, explaining their qualification as Eligible Costs and certifying the same to be Eligible Costs, accompanied by itemized invoices, receipts or other information sufficient to demonstrate such eligibility. The City and the Company may each certify Eligible Costs for amounts eligible for reimbursement under Section 3.4 of the Development Agreement.

Interest shall accrue to the party that has paid any certified Eligible Costs from the date of certification to the date of payment from District Revenue. The rate of interest shall be determined on each January 1 and shall be, for such year, equal to the prime rate reported in the most recently published "Money Rates" column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks (if *The Wall Street Journal* ceases publication of the prime rate, then "prime rate" shall mean the "prime rate" or "base rate" announced by UMB Bank, N.A., or any successor thereto).

The City shall maintain records of all certifications of Eligible Costs and calculations of interest accrued on Eligible Costs and shall make such records available to the District and the Company upon request.

Section 4.10 Disbursement of District Revenue. District Revenue shall be disbursed from the Accounts by the City only for the payment of Eligible Costs. Revenue shall be disbursed in accordance with the priorities set forth in Section 3.4 of the Development Agreement.

The City shall maintain records of all disbursements of District Revenue and shall make such records available to the District and Company upon request.

Section 4.11 Repeal of the District Revenues. No proposal to abolish the District and to repeal the District Revenues shall be made so long as the District's liabilities exceed its assets, there are outstanding claims or causes of action pending against the District, while there are outstanding certified Eligible Costs which remain due and payable pursuant to this Agreement, or while the District is insolvent, in receivership or under the jurisdiction of a bankruptcy court; provided that, this section shall not extend either the term of the District's existence or the imposition of the District Revenues. Upon payment of all Eligible Costs, the District, the Company and the City shall cooperate to terminate the District and the District Revenues.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Annual Budget, Annual Financial Report, and Annual Report.

A. The District's fiscal year shall begin on July 1 and end on June 30 in each year that the District remains in existence. Not earlier than 180 days and not later than 90 days before the first day of each fiscal year, the District shall prepare, or cause to be prepared, a budget for capital and operating expenses for the next succeeding fiscal year for submission to the City's Director of Finance. Each budget and any amendments thereto shall generally be prepared in accordance with all applicable state statutes, including specifically Section 67.010, RSMo, as amended. The City's Director of Finance may review and comment to the Board of Directors on the proposed budget no later than 60 days before the first day of the relevant fiscal year. The Parties acknowledge that the District may, but is not required to, accept any recommendations suggested by the City's Director of Finance. The Board of Directors shall hold an annual meeting and adopt an annual budget not later than 30 days before the first day of each fiscal year. The District shall provide a copy of the approved budget to the City's Director of Finance.

B. As required by Section 105.145, RSMo, the District shall prepare, or cause to be prepared, an annual financial report of the District's financial transactions during each fiscal year and submit a copy of the annual financial report to the State Auditor no later than six (6) months after the end of the District's fiscal year. The annual financial report may be either an un-audited report or an audited report prepared by a certified public accountant. The District shall provide a copy of the annual financial report to the City's Director of Finance.

C. Within 120 days after the end of each fiscal year, the District shall submit a report to the City Clerk and to the Missouri Department of Economic Development stating the services, provided, revenues collected and expenditures made during such fiscal year, together with copies of written resolutions adopted by the Board of Directors during the fiscal year.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default. If either of the following events shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: (a) payment of costs from District Revenues that do not constitute Eligible Costs or (b) failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for ninety (90) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2 Remedies on Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either Party, or any successor, the defaulting or breaching Party (or successor) shall, upon written notice from the other Party (or successor), proceed promptly to cure or remedy such default or breach, and, shall, in any event, within ninety (90) days after receipt of notice, commence to cure or remedy such default; provided, however, that the Parties agree so long as the defaulting Party is diligently pursuing resolution of the default complained of beyond the ninety (90) days provided for above, such failure shall not constitute an Event of Default for as long as reasonably necessary for the defaulting Party to resolve such failure. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents, and employees, and to require and compel duties and obligations required by the provisions of this Agreement. During the continuance of an Event of Default, District Revenues shall not be disbursed to the defaulting Party for any purpose other than payment of the Administrative Costs, the costs of City Services and the costs of enforcing the District Revenues.

Section 6.3 Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions.

Section 6.4 Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5 Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term. This Agreement shall become effective on the date set forth on the first page hereof. Upon termination of the District in accordance with Section 67.1481, RSMo, and the terms of this Agreement shall terminate.

Section 7.2 Immunities. No recourse shall be had for (1) the payment of any obligations of the District, or (2) any claim based upon any representation, obligation, covenant or agreement in this Agreement, against any past, present or future officer, member, employee, director, or agent of a Party, or of any successor thereto, as such, either directly or through the Party, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 7.3 Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4 Notice. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, or sent by electronic mail and addressed as hereinafter specified.

Any notice to City shall be addressed to:

City Manager
City of Independence, Missouri
City Hall
111 E. Maple Avenue
Independence, Missouri 64050

City Clerk
City of Independence, Missouri
City Hall
111 E. Maple Avenue
Independence, Missouri 64050

Any notice to the District shall be addressed to:

The Eastgate Commerce Center Community Improvement District
c/o City Clerk
City of Independence, Missouri
City Hall
111 E. Maple Avenue
Independence, Missouri 64050

Any notice to the Company shall be addressed to:

NorthPoint Development, LLC
Attn: Brent Miles
3315 North Oak Trafficway
Kansas City, Missouri 64116

With a copy to:

Levy Craig Law Firm
Attn: Andrew Lonard
4520 Main Street, Suite 400
Kansas City, Missouri 64111

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

Section 7.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Jackson County Circuit Court.

Section 7.6 Representatives Not Personally Liable. No official, director, agent, employee, or representative of a Party shall be personally liable to another Party in the event of default or breach by

any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

Section 7.7 Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.8 Entire Agreement; Amendment. The Parties agree that this Agreement, together with the Development Agreement, constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement and the Development Agreement have been made by the Parties. No amendments, changes or modifications of this Agreement shall be made without obtaining the prior written approval of the Parties. The City and the District shall not be required to obtain the approval of the qualified voters for this Agreement or any such amendments, changes or modifications.

Section 7.9 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.10 City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

Section 7.11 District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors. The Chairman, at his/her discretion, may seek the advice or consent of the Board of Directors for any requested approval.

Section 7.12 Assignment. No Party shall assign this Agreement without the prior written consent of the other Parties.

Section 7.13 Anti-Discrimination. The Company hereby certifies and agrees that, to the extent that the "Anti -discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to any contract entered into with the City in connection with the District (including this Agreement and the Development Agreement), the Company is not currently engaged in and shall not, for the duration of such contract, engage in a boycott of goods or services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by, licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. Failure to comply with the foregoing certification shall be enforceable in accordance with the terms of such contract. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to the aforesaid contracts but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF INDEPENDENCE, MISSOURI

By: _____
City Manager

Intergovernmental Cooperative Agreement
Eastgate Commerce Center Community Improvement District

DISTRICT:

EASTGATE COMMERCE CENTER
COMMUNITY IMPROVEMENT DISTRICT

By: _____
Chairman

ATTEST:

Secretary

Intergovernmental Cooperative Agreement
Eastgate Commerce Center Community Improvement District

COMPANY:

NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: _____

Name:

Title:

EXHIBIT A
LEGAL DESCRIPTION OF DISTRICT LAND

See Exhibit A to the Petition.

EXHIBIT B

DISTRICT BOUNDARY MAP

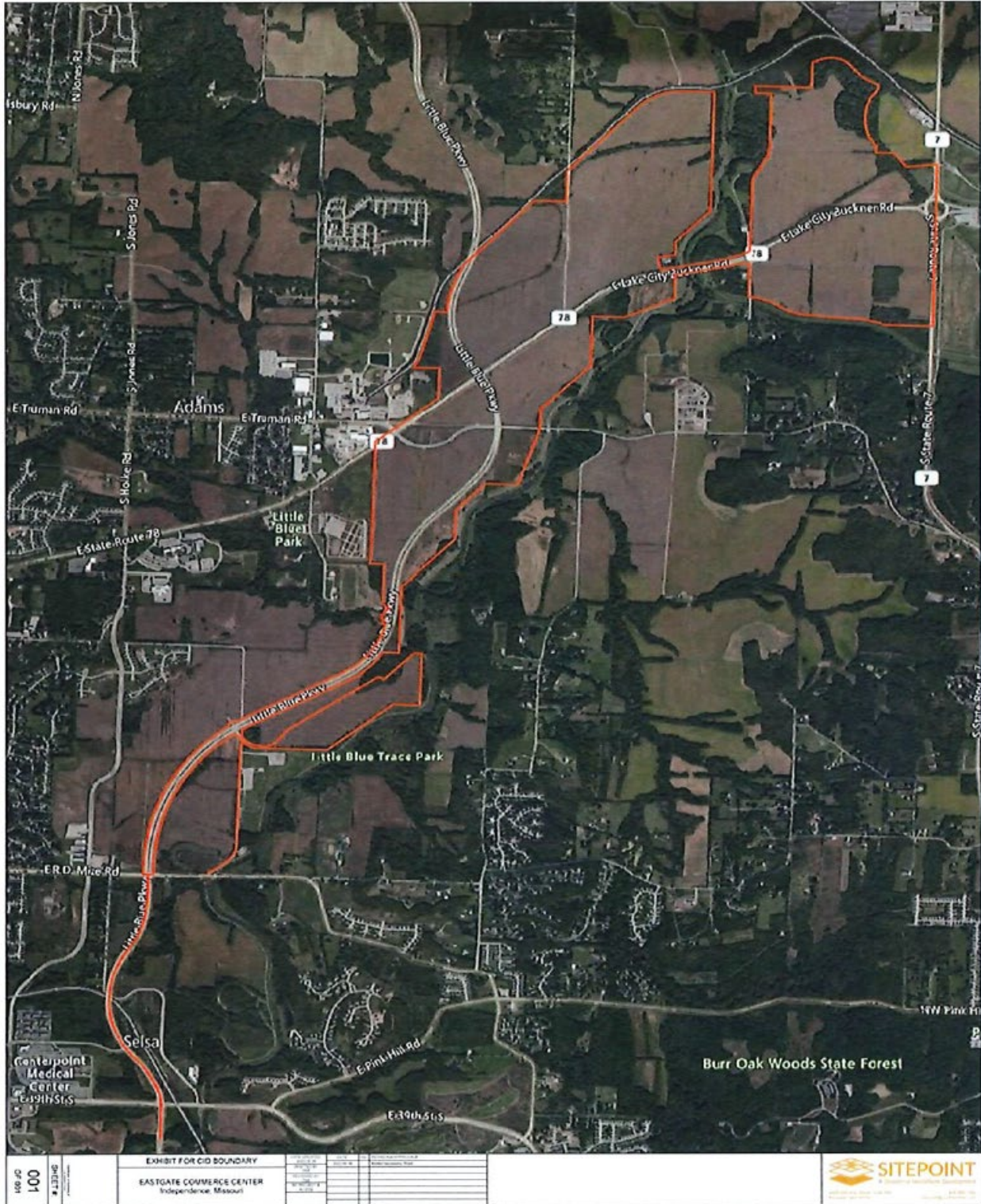


EXHIBIT C

IMPROVEMENTS

EXHIBIT 1 TO FIVE YEAR PLAN OF THE EASTGATE COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT

The "Improvements" provided for in this Budget are those improvements that are eligible to be funded as "CID Costs", as estimated below, in accordance with the CID Act and all Applicable Laws and Requirements. Please note these are estimates only, and dollar amounts may fluctuate based on actual costs incurred for purposes permitted under the CID.

EastGate Commerce Center Development Budget			
<u>Exhibit 2 Reference</u>	<u>Item</u>	<u>Estimated Costs</u>	<u>Anticipated Source</u>
1A	Little Blue Parkway Full Access Intersection	\$660,000	Developer
1B	Truman Road-Driveway Entrance Improvement	\$88,000	Developer
2A	Bly Road Reconstruction	\$2,200,000	Developer
2B	M78 and Bly Road Full Access Intersection Improvement	\$660,000	Developer
2C	Little Blue Parkway Full Access Intersection	\$660,000	Developer
2D	M78 and Little Blue Parkway Intersection Improvements	\$33,000	Developer
2E	M78 Full Access Intersection Improvement	\$165,000	Developer
2F	Dog park, parking lot and related facilities	\$175,000	Developer
2G	Trailhead for Little Blue Trace Trail	\$220,000	Developer
2G (cont.)	Multi-Use Trail Construction	\$550,000	Developer
3A	M78 Full Access Intersection Improvement	\$495,000	Developer
3B	12" Water Main Extension	\$1,100,000	Developer
BP1A	Necessary Road and Little Blue Parkway Intersection Improvements	\$88,000	Developer
BP1B	Little Blue Parkway Right Turn Lane	\$88,000	Developer
BP1C	Necessary Road Overlay and stripping	\$165,000	Developer
BP2A	Truman Road Improvements	\$1,760,000	Developer
BP2B	Truman Road and M78 Highway Improvements	\$495,000	Developer
BP2C	Water main relocation	\$595,000	Developer
BP2D	Widening of Truman Road	\$900,000	Developer
n/a	Little Blue Parkway mill and overlay	\$2,970,000	CID / City / Developer
n/a	Power substation and related improvements and equipment	\$8,700,000	City
	Legal Costs (Start-Up)	\$20,000	Developer
	District Operation Costs (5 years)	\$25,000	CID / Developer
	Miscellaneous/Contingency (5%)	\$125,000	Developer
	Total:	\$22,937,000	

Notes:

1. Certain Improvements are described in further detail on Exhibit 2.
2. The initial sources of payment for costs anticipated are as set out above, from funds available to the entity named.
3. The terms of sources to pay costs are funds available to the entity named above, with reimbursement to that entity over the term of the District, as funds become available.

EXHIBIT C

IMPROVEMENTS

EXHIBIT 2 TO FIVE YEAR PLAN OF THE EASTGATE COMMERCE CENTER COMMUNITY IMPROVEMENT DISTRICT

1A - Full access intersection on Little Blue Parkway with permanent traffic signal per MoDOT EPG Section 902 and right and left turn lanes per MoDOT EPG 940.9.9 and 940.9.6 respectively. Materials per City of Independence specifications, geometrics per MoDOT EPG 200 and AASHTO Geometric Design.

1B – Right and left turn lanes on Truman Road at main entrance to Phase 1 per MoDOT EPG 940.9.9 and 940.9.6 Respectively. Materials per City of Independence specifications, geometrics per MoDOT EPG 200 and AASHTO Geometric Design.

2A – Reconstruction of Bly Road to a 36 ft. wide collector street to align perpendicular to M78 Hwy per City of Independence standard details. Materials per City of Independence specifications, geometrics per MoDOT EPG 200 and AASHTO Geometric Design.

2B – Per MoDOT approval, Full access intersection on M78. Permanent signal type per MoDOT EPG section 902. Right and left turn lanes per MoDOT EPG 940.9.9 and 940.9.6 respectively.

2C – Full access intersection to be included and warranted in the Eastgate Commerce Center Traffic Impact Analysis. Permanent signal type per MoDOT EPG Section 902 and right and left turn lanes per MoDOT EPG 940.9.9 and 940.9.6 respectively. All existing nearby access points shall be removed. Materials per City of Independence specifications, geometrics per MoDOT EPG 200 and AASHTO Geometric Design.

2D – Per MoDOT approval, restripe M78 Hwy to accommodate dual west bound left turn lanes and modify traffic signal per MoDOT EPG 900. Material per MoDOT EPG 1000, 400, and 500.

2E – Per MoDOT approval, permanent full access intersection on M78 Hwy per MoDOT EPG Section 902 with right and left turn lanes per MoDOT EPG 940.9.9 and 940.9.6 respectively.

2F – Construction of a dog park with associated parking lot with necessary facilities such as water, power, lighting and fencing meeting applicable City of Independence Code. Full access points shall be aligned on both sides of roadway with no offsets or with MoDOT approved distance from full access point.

2G – Construction of a multi-use trail from Little Blue Trace Trail to Little Blue Parkway built per Jackson County Little Blue Trace specifications. Trail crossing at Bly Road shall have flashing warnings with Type 2 crosswalk per AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities.

3A - Per MoDOT approval, permanent full access intersection on M78 Hwy per MoDOT EPG Section 902 with right and left turn lanes per MoDOT EPG 940.9.9 and 940.9.6 respectively.

3B – Extension of a 12” water main from Little Blue River to M7 Hwy per City of Independence Water Department Standard Drawings.

BP2A – Widening of Truman Road to five (5) 12 ft lanes with curb and gutter and match the surrounding pedestrian facilities with a 10-foot multi-use trail on the north and 5-foot sidewalk on the south. Materials per City of Independence specifications, geometrics per MoDOT EPG 200 and AASHTO Geometric Design.

BP2B – Per MoDOT approval, permanent traffic signal installation per MoDOT EPG Section 902 at M78

EXHIBIT C

IMPROVEMENTS

Hwy and Truman Road. Materials per MoDOT EPG 1000, geometrics per MoDOT EPG 200 and AASHTO Geometric Design.

BP2C – Relocation of existing 20" water main from Little Blue Parkway to M78 Hwy. To be located along Truman Road. Per City of Independence Water Department Standard Drawings.

BP2D - Widening of Truman Road from Little Blue Parkway to Truman Road bridge to five (5) 12 ft lanes with curb and gutter and match the surrounding pedestrian facilities with a 10-foot multi-use trail on the north and 5-foot sidewalk on the south. Materials per City of Independence specifications, geometrics per MoDOT EPG 200 and AASHTO Geometric Design.

BP1A – Right turn lane added at Necessary Road and Little Blue Parkway intersection per MoDOT EPG 940.9.9 with materials per City of Independence specifications, geometrics per MoDOT EPG 200 and AASHTO Geometric Design.

BP1B – Right turn lane Per MoDOT EPG 940.9.9 with material per City of Independence specifications, geometrics per MoDOT EPG 200 and AASHTO Geometric Design.

BP1C – Necessary Road Overlay and stripping, materials per City of Independence specifications.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-119 **1R** An ordinance declaring the vacant lot at 320 E. Elm St, as surplus property; and authorizing the disposition of said property in accordance with Chapter 20 of the City Code. **1R Read**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will declare the vacant lot at 320 E. Elm St. as surplus property and authorize the City Manager to direct staff to dispose of said property in accordance with City Code.

The minimum sale price is set at \$2,500.

Emergency Justification:**Fiscal Impact:**

The minimum fiscal impact to the City is \$2,500. Income from the sale of this property will be deposited into account number 002-3431.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 320 E Elm St Surplus Ordinance LEK 10.14.25

2. 320 E Elm St

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE VACANT LOT AT 320 E ELM ST, AS SURPLUS PROPERTY; AND AUTHORIZING THE DISPOSITION OF SAID PROPERTY IN ACCORDANCE WITH CHAPTER 20 OF THE CITY CODE

WHEREAS, Vortex Properties LLC deeded 320 E Elm Street to the City of Independence, Missouri via Quit Claim Deed, document #2021E0018789 filed with the Jackson County Recorder of Deeds on 2/22/21, hereinafter described; and,

WHEREAS, it has been determined by the City Council that this parcel is not needed for municipal purposes, nor does it appear to be needed within the foreseeable future for any municipal purpose; and,

WHEREAS, the City Council deems the proper disposition and sale of this surplus real estate to be in the best interest of the City;

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

SECTION 1. That the following described tract is hereby declared to be surplus property of the City and are more fully described as follows:

320 E Elm St –Lot 17, Nichol Place, a Subdivision in Independence, Jackson County, Missouri,

SECTION 2. That the City Manager is hereby authorized and directed to dispose of said surplus property in accordance with Chapter 20 of the City Code. The minimum sale price is hereby established as Two Thousand Five Hundred Dollars (\$2,500.00).

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:

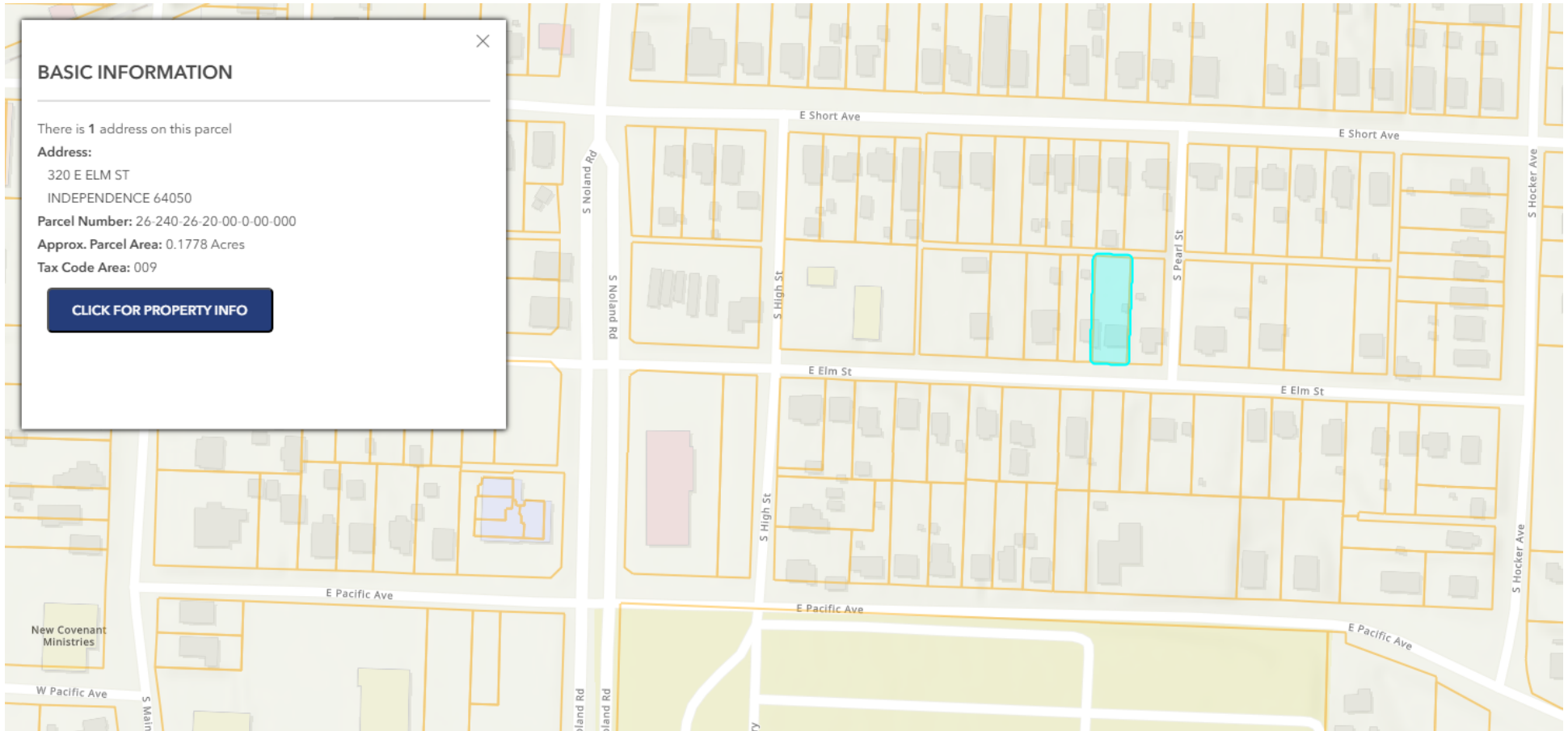
City Clerk

APPROVED - FORM AND LEGALITY:

REVIEWED BY:

City Counselor

City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-120 **1R** An ordinance adopting amendments to the Fiscal Year 2024-2025 Budget, which was approved by Ordinance No. 19561. **1R Read**

Recommendations:**Background:**

The Marijuana Sales Tax Fund received over \$21,000 in unbudgeted revenue due to the investment of available funds. The City utilizes PFM Asset Management to manage investments, including those from the Marijuana Sales Tax Fund. The supplemental appropriation is the proportionate allocation to the fund for investment advisor fees in the 2025 Fiscal Year. The amount is entirely offset by the increased revenues.

The initial budget for the Justice Center project allocated \$900,000 from the Marijuana Sales Tax and total expenditures in the fiscal year were \$975,562. The remaining amount was intended to be paid from the Police Use Tax Fund (018). During the course of the project, the City initially recorded certain capital-related expenditures directly in the operating budget. Midway through the project, we changed the accounting treatment so that these costs would instead be handled through a transfer from the operating fund to the capital projects fund, where all capital expenditures would be recorded. Because the original budget anticipated these costs differently, this change in classification affects the adopted budget. This budget amendment now transfers the dollars from the Police Use Tax Fund to the Police Improvements Fund. This amendment does not increase the total cost of the project, nor does it allow for additional expenditure.

Emergency Justification:**Fiscal Impact:**

A breakdown by budgetary impact by fund and department is listed below:

Department	Fund	Expense	Revenue	Net Budgetary Impact
Finance	065	\$140	\$140	-
Police	018	75,562	-	75,562
		\$75,702	\$140	\$75,562

Council Action:

Department / Contact	Finance /
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REVIEWERS

Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Appropriations Ord. - December
2. Appropriations Background - December

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2024-2025
BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19561.

WHEREAS, the adopted Operating and Capital budgets for the 2024-25 fiscal year were approved by the City Council by Ordinance No. 19561; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Increased appropriations in the Marijuana Sales Tax Fund (065) in the amount of \$140 for investment advisor fees.

SECTION 2. Increased appropriations in the Police Use Tax Fund (018) in the amount of \$75,562 for transfers out to the Police Improvements Fund (052).

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:

Interim City Manager

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

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

Source is: As Indicated Above

Director of Finance
City of Independence, Missouri

City of Independence, Missouri
Supplemental Appropriation Ordinance
Fiscal Year 2024-25

Section 1:

Fund: Marijuana Sales Tax Fund

Department: Finance

Source: Increased Revenues

Description: Increased investment revenues in the amount of \$21,063.19 in the Marijuana Sales Tax Fund (065) are sufficient to cover the cost of investor advisement fees in the amount of \$140.
0654401-5240

Section 2:

Fund: Police Use Tax Fund

Department: Police

Source: Increased Revenues

Description: Increased Public Safety expenditures related to the Justice Center Project. \$900,000 was budgeted in the Marijuana Sales Tax Fund for design-related costs, with the remainder to be paid from the Police Use Tax Fund. This appropriation does not increase the budget for the project, only allows for the transfer out for the amount over \$900,000 in the fiscal year to the Police Improvement Fund.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-121 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District O-1 (Office-Residential) for the property located at 19405 E. 40th Street Court

S. 1R Read**Recommendations:**

Commissioner Young made a motion to recommend approval to rezone the property 19405 E. 40th Street S. from R-6 (Single-Family Residential) to O-1 (Office-Residential). A second was made by Commissioner Ferguson. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Absent

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:

Matt Covenington requests to rezone the subject property from R-6 (Single-Family Residential) to O-1 (Office-Residential).

Property History:

The northern parcel was never formally platted. In 1975, it was annexed into the City through Ordinance No. 2864 and designated R-1 (Single-Family Residential). In 1980, the zoning was amended to R-1b (Single-Family Residential). The parcel was later separated from a larger parent tract during the establishment of the Little Blue Trace Park and the Jackson Drive right-of-way. With the adoption of the Unified Development Ordinance (UDO), the zoning designation was updated from R-1b to R-6 (Single-Family Residential).

Proposal:

The applicant intends to develop a three-story 40-unit apartment structure at 19405 E. 40th Street Court S. The Peaks at Blue River development, located at the southeast corner of Jackson Drive and 40th Street Court S., includes two tracts containing 2.04-acres and 0.79-acres which are currently zoned O-1 (Office-Residential) and R-6 (Single-Family Residential), respectively. This rezoning request has been submitted to rezone the 0.79-acre parcel to O-1. An application for a Minor Subdivision has also been submitted to combine these tracts. The property contains no development or impervious cover. The Little Blue Trace Park abuts the

southeastern boundary of the parcel. This smaller triangular parcel will provide needed open space and outdoor amenities for the development contained on the larger parcel.

Given this proposal is not a Planned-Unit-Development (PUD), the development will be fully reviewed administratively. Upon the rezoning of the northern parcel, Community Development will need to review the joining of the two parcels via the Minor Subdivision process and then review the proposed development via the final plan review and building permit processes.

Physical Characteristics of Property:

The northern parcel is triangular in shape, abutting the Little Blue Trace Park on the east and on the north by the Jackson Drive right-of-way. The property is relatively flat, with scruffy plantings along the east and is lower than the right-of-way, sloping east toward the park. Much of the parcel is in FEMA identified flood plains.

Characteristics of the Areas:

The vicinity of the proposed development is predominately nursing and skilled care, multiple-family residential, retail and restaurant uses. To the southwest is senior living uses. Then, to the west, a nursing home and across Jackson Drive, to the northwest, are retail and restaurant uses. North, across Jackson Drive, is an undeveloped property. To the west lies the Little Blue Trace Park, the Little Blue River and a multiple-use trail.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

The project should achieve the goal of, "livability, choice, access, health and safety through quality neighborhoods." The project should improve visual appearance, improve public infrastructure and facilities.

Comprehensive Plan Tools and Policies for the Current Designation:

The Comprehensive Plan envisions the area around the rezoning to be Mixed Use. The relevant Guiding Principle would be that it facilitates the development of a connected, mixed-use neighborhood, which this residential component would further that mixed-use designation.

Zoning:

The applicant proposes District O-1 (Office Residential) which allows for multifamily housing, offices, banks, business services, daycare centers, nursing homes, government facilities, churches, funeral and interment services, schools, colleges and universities and crop agriculture. District R-6 zoning allows single-family housing, home-based daycare, government facilities, churches, schools, utilities, cemeteries, crops and gardening.

Historic and Archeological Sites:

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

Floodplain/Stream Buffer and Stormwater Drainage:

The southeastern portion of the parcel subject to rezoning is located in FEMA Zone AE, with the northwestern developable portion located in FEMA Zone X "areas determined to be inside the

0.2% annual chance floodplain." The Little Blue Trace Park contains a buffer along the Little Blue River.

Access to Property:

Access to the development on the south parcel will be via entry/exits along 40th Street Court.

Sidewalks and Trail Connection:

A completed sidewalk is required along 40th Street Court. There will be a walking trail amenity on the north parcel, which will also connect to the sidewalk along Jackson Drive (that crosses the bridge) and provides access to the Little Blue Trace Park multi-use trail.

Utilities and Drainage Easement Vacation:

This developed neighborhood has all utility services available in the area and new easements will be established with the Minor Subdivision. The northern parcel, in particular, will require a drainage easement vacation.

CIP Investments:

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

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 Mixed Uses for the area. Staff feels the O-1 zoning, which is adjacent along 40th Street Court, is appropriate given the nursing and senior living uses in the area.

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 Little Blue Valley Plan Area.

3. *The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.*

There are nearby and adjacent O-1 zoned properties with nursing and senior residential uses to the west and south.

4. *The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.*

The O-1 zoning is compatible with the area's existing nursing and senior residential uses.

5. *The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.*

The R-6 zoning is not compatible with existing zonings and uses in the area.

6. *The length of time the subject property has remained vacant as zoned.*

This property has always been vacant.

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 applicants will not be able to combine this parcel with the one adjacent to the south, and thus not have sufficient open space for their development.

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 25-100-21
2. Rezoning Staff Report 25-100-21
3. Narrative_Redacted
4. Application_Redacted
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Zoning Plat
10. Concept Plan
11. Comprehensive Plan
12. Zoning Map
13. Planning Commission Meeting Minutes 10-28-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) TO DISTRICT O-1 (OFFICE-RESIDENTIAL) FOR THE PROPERTY LOCATED AT 19405 E. 40TH STREET COURT S.

WHEREAS, a request by Matt Covington to rezone the property located at 19405 E. 40th Street Court S. from District R-6 (Single-Family Residential) to District O-1 (Office-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 28, 2025 and rendered a report to the City Council recommending the rezoning be approved by a vote of 6-0; 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 R-6 (Single-Family Residential) to District O-1 (Office-Residential) and shall be subject to the regulations of said district:

SEC-21 TWP-49 RNG-31 --- BEG 1458.86' MOL S OF NW COR SW 1/4 TH S 40 DEG 12 MIN 00 SEC E 281.83' TH SWLY 244.14' TH N ALG 361.4' MOL TO POB

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 28, 2025,

STAFF: Brian L. Harker, Planner

PROJECT NAME: Peaks at Blue River

CASE NUMBER/REQUEST: **Case 25-100-21 – Rezoning – 19405 E. 40th Street Court S.** – A request to rezone the property from R-6 (Single-Family Residential) to O-1 (Office-Residential).

APPLICANT: Matt Covington
JES Development Company, Inc.

OWNER: Brian Kimes
Peak at Blue River, LP

PROPERTY ADDRESS: 19405 E. 40th Street Court S.

SURROUNDING ZONING/LAND USE:

Northeast: R-6 (Single-Family Residential)...undeveloped tract
Southwest: O-1 (Office-Residential)...undeveloped tract and senior apartments
Southeast: R-6 (Single-Family Residential)...county park
Northwest: O-1 (Office Residential)...nursing home

PUBLIC NOTICE:

- Letters to adjoining property owners – October 10, 2025
- Public Notice published in the Kansas City Star – October 8, 2025
- Signs posted on property – October 10, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on December 1, 2025 and the public hearing/second reading on December 15, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this Rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: – A request by Matt Coveningon to rezone a tract of land located at 19405 E. 40th Street Court S.

Current Zoning:	R-6 (Single-Family Residential)	Proposed Zoning:	O-1 (Office-Residential))
------------------------	---------------------------------	-------------------------	---------------------------

Current Use:	Undeveloped tract
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Zoning History

1975 – 1980: R-1 (Single-Family Residential)
1980 - 2009: R-1b (Single-Family Residential)
2009 - Present: R-6 (Single-Family Residential)

Property History:

The northern parcel was never formally platted. In 1975, it was annexed into the City through Ordinance No. 2864 and designated R-1 (Single-Family Residential). In 1980, the zoning was amended to R-1b (Single-Family Residential). The parcel was later separated from a larger parent tract during the establishment of the Little Blue Trace Park and the Jackson Drive right-of-way. With the adoption of the Unified Development Ordinance (UDO), the zoning designation was updated from R-1b to R-6 (Single-Family Residential).

Proposal:

The applicant intends to develop a three-story 40-unit apartment structure at 19405 E. 40th Street Court S. The Peaks at Blue River development, located at the southeast corner of S. Jackson Drive and E. 40th Street Court S., includes two tracts containing 2.04-acres and 0.79-acres which are currently zoned O-1 (Office-Residential) and R-6 (Single-Family Residential), respectively. This rezoning request has been submitted to rezone the 0.79-acre parcel to O-1. An application for a Minor Subdivision has also been submitted to combine these tracts. The property contains no development or impervious cover. The Little Blue Trace Park abuts the southeastern boundary of the parcel. This smaller triangle parcel will provide needed open space and outdoor amenity for the development contained on the larger parcel.

Given this proposal is not a Planned-Unit-Development (PUD), the development will be reviewed in full administratively. Upon the rezoning of the northern parcel, Community Development will need to review the joining of the two parcels via the Minor Subdivision process and then review the proposed development via the Final Plan Review and building permit processes.

Physical Characteristics of Property:

The northern parcel is triangular in shape abutting the Little Blue Trace Park on the east and on the north by the Jackson Drive right-of-way. The property is relatively flat, with scruffy plantings along the east and is lower than the rights-of-way, sloping east toward the park. Much of the parcel is in FEMA identified flood plains.

Characteristics of the Areas:

The vicinity of the proposed development is predominately nursing and skilled care, multiple-family residential, retail and restaurant uses. To the southwest is senior living uses. Then, to the west a nursing home and across Jackson Drive, to the northwest, are retail and restaurant uses. North, across Jackson Drive, is an undeveloped property. To the west lies the Little Blue Trace Park, the Little Blue River and a multiple-use trail.

ANALYSIS**Consistency with *Independence for All*, Strategic Plan:**

The project should achieve the goal of, “livability, choice, access, health and safety through a quality neighborhoods”. The project should improve visual appearance, improve public infrastructure and facilities.

Comprehensive Plan Tools and Policies for the Current Designation:

The Comprehensive Plan envisions the area around the rezoning to be Mixed Use. The relevant Guiding Principle would be that it facilitates the development of a connected, mixed-use neighborhood, which this residential component would further that mixed-use designation.

Zoning:

The applicant proposes District O-1 (Office Residential) allows for multiple-family, office, banks, business services, daycare centers, nursing homes, government facilities, churches, funeral and interment services, schools, colleges and universities and crop agriculture. District R-6 zoning allows single-family housing, home based daycare, government facilities, churches, schools, utilities, cemeteries, crops and gardening.

Historic and Archeological Sites:

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

Floodplain/Stream Buffer and Stormwater Drainage:

The southeastern portion of the parcel subject to rezoning is located in FEMA Zone AE, with the northwestern developable portion located in FEMA Zone X “areas determined to be inside the 0.2% annual chance floodplain”. The Little Blue Trace Park contains buffer along the Little Blue River.

Access to Property:

Access to the development on the south parcel will be via to entry/exits along 40th Street Court.

Sidewalks and Trail Connection:

A completed sidewalk is required along 40th Street Court. There will be a walking trail amenity on the north parcel, which will also connect to the sidewalk along Jackson Drive (that crosses the bridge) and provides access to the Little Blue Trace Park multi-use trail.

Utilities and Drainage Easement Vacation:

This developed neighborhood has all utility services available in the area and new easements will be established with the Minor Subdivision. The northern parcel, in particular, will require a drainage easement vacation.

CIP Investments:

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

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 Mixed Uses for the area. Staff feels the O-1 zoning, which is adjacent along 40th Street Court, is appropriate given the nursing and senior living uses in the area.
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 Little Blue Valley Plan Area.

3. ***The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.***

There are nearby and adjacent O-1 zoned properties with nursing and senior residential uses to the west and south.

4. ***The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.***

The O-1 zoning is compatible with the area's existing nursing and senior residential uses.

5. ***The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.***

The R-6 zoning is not compatible with existing zonings and uses in the area.

6. ***The length of time the subject property has remained vacant as zoned.***

This property has always been vacant.

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 applicants will not be able to combine this parcel with the one adjacent to the south, and thus not have sufficient open space for their development.

EXHIBITS

1. Narrative
2. Application
3. Notification Letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Zoning Plat
8. Concept Plan
9. Comprehensive Plan Map
10. Zoning Map



Engineering Surveys & Services

DELIVERING YOUR VISION™

September 11, 2025

Mr. Brian Harker
City Planner
City of Independence
111 E Maple Avenue
Independence, Missouri 64050

RE: Peaks at Blue River
Site Plan Cover Letter
E 40th Street Court S
Independence, MO

Dear Mr. Harker:

We are pleased to submit plans for review of the Peaks at Blue River development located at the corner of Jackson Drive and E 40th Street Court S. The parcel includes two tracts containing 2.04-acres and 0.79-acres which are currently zoned O-1 and R-6, respectively. A rezoning request has been submitted to rezone the 0.79-acre parcel to O-1. A plat has also been submitted to combine these tracts. The property contains no development or impervious cover. The Little Blue River is near the southern boundary of the parcel. The southern portion of this site is located in FEMA Zone AE, with the northern developable portion located in FEMA Zone X "areas determined to be inside the 0.2% annual chance floodplain". The site contains a 150' stream buffer along the Little Blue River.

Development proposes a three-story 40-unit independent senior housing building, parking lots, dumpster enclosure/shed combination, and stormwater improvements. The proposed development will include 1.03 acres of impervious cover. The maximum gross square footage of building floor area on the site is 47,152 S.F. There is no off-site parking proposed, and a total of 61 parking stalls are included on the site.

Please see the enclosed documents for the site plan review of Peaks at Blue River. Please contact me if you have any questions.

Thank You,

Matthew Kriete, P.E.

cc: Brian Kimes, Peaks at Blue River, L.P., via email
Matt Covington, AEP, via email
ES&S PN: 16552



Planning and Zoning Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

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

Peaks at Blue River

Project Name

19401 E 40TH STREET CT S INDEPENDENCE, MO 64057

Project Address/Location

0	0.79	1	Yes
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
R-6	O-1	Vacant	Multi-Family Senior Living
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

Matt Covington

JES Dev Co, Inc

Name

Company

Owner

Brian Kimes

Peaks at Blue River, LP

Name

Phone

Email

Phone

Email

Architect/Engineer/Surveyor/Other: Engineer

Alex Gustafson

ESS Inc.

Name

Company

Architect/Engineer/Surveyor/Other: Architect

Maggie Brennan

Rosemann & Associates

Name

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

Applicant's Signature

Date

Owner's Signature

Date

May 2022

Property Owner Notification Letter

City of Independence, Missouri

Date: October 9, 2025

Case No. 25-100-21

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: 3-Story, 40 Unit Independent Senior Living Facility

Applicant: Matt Covington - JES Development Company

Location of Property: 19405 E. 40th St Ct S, Independence, MO

Planning Commission Meeting Date: October 28, 2025, at 6:00 p.m.

City Council Meeting Date: December 15, 2025, at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
 111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

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

Matt Covington
Applicant (or Owner/Agent)

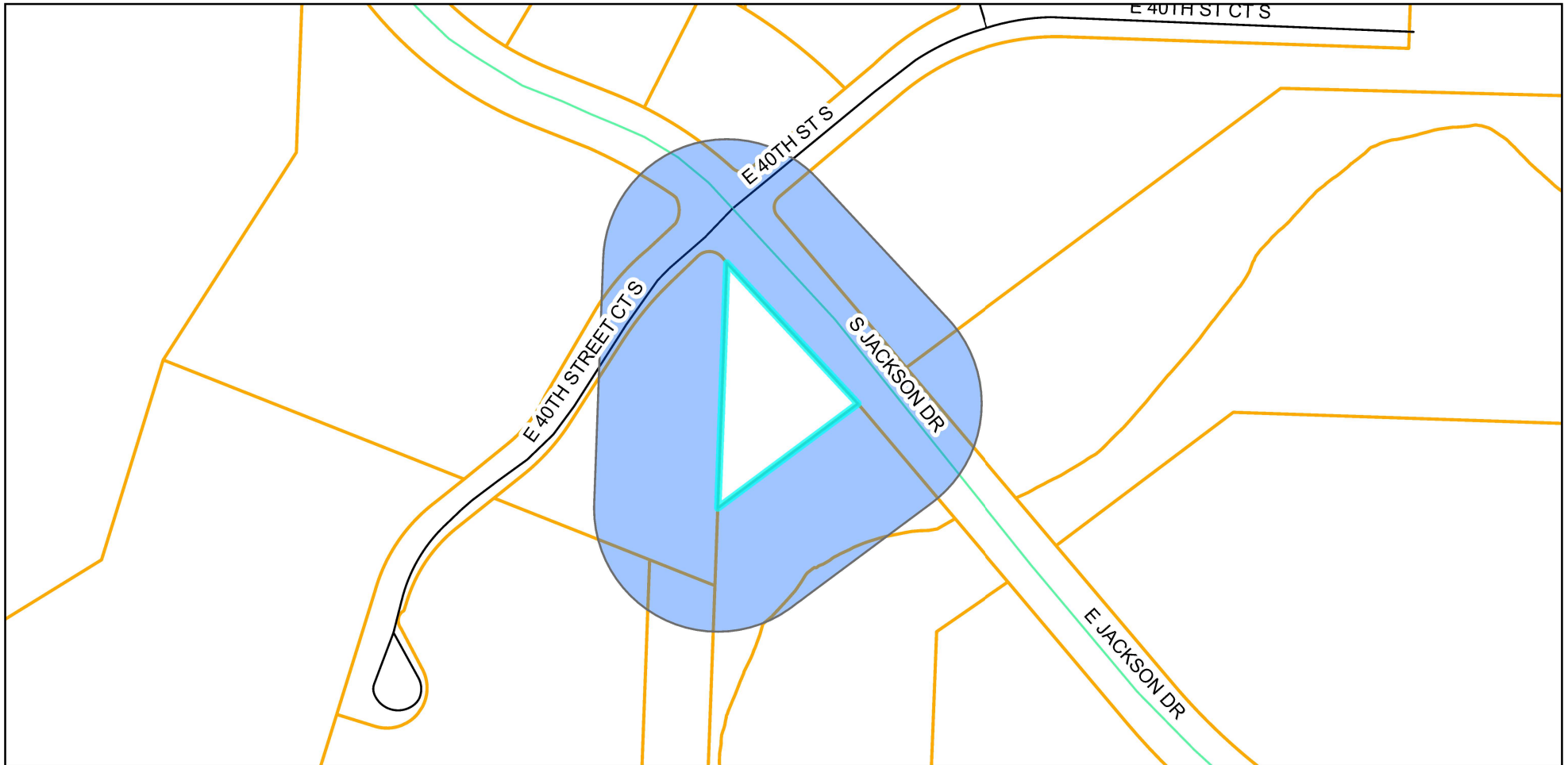
For more information, contact the Community Development Department at 816-325-7421.

Property Address	Property Owner	Owner Address	City	State	ZIP Code
3980 S JACKSON DR	3980 SOUTH JACKSON DRIVE LLC	262 N UNIVERSITY AVE	FARMINGTON	UT	84025
19400 E 40TH STREET CT S APT 301	JACKSON COUNTY MISSOURI	415 E 12TH ST	KANSAS CITY	MO	64106
19401 E 40TH STREET CT S	JACKSON CREEK WHITAKER LLC	227 N SANTA FE STE 67401	SALINA	KS	67401
NO ADDRESS ASSIGNED BY CITY	REORGANIZED CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS	1001 W WALNUT ST	INDEPENDENCE	MO	64050
19401 E 40TH STREET CT S	JES DEV CO INC	206 PEACH WAY	COLUMBIA	MO	65201
4011 S JACKSON DR	QUINTOR ENTERPRISES LLC	2618 CASELLA WAY	SAN RAMON	CA	94582

Notification Area Map

19401 E 40th Street Ct S

Case #25-100-21



Legend

 Notification Area

Streets

 Local

 Major Arterial

 Parcels

Prepared For: Planning Commission
Meeting Date: October 28, 2025



Property Owner Notification Affidavit

STATE OF MISSOURI

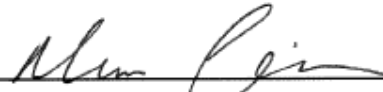
COUNTY OF JACKSON

Case No. 25-100-21

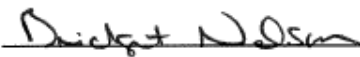
I, Matt Covington, of lawful age being first duly sworn upon oath, state:

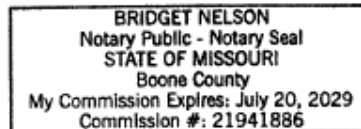
That I am the (agent, ^{Rep}owner, attorney) for the property for which the application was filed and did, not later than ~~fifteen~~ (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

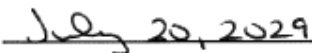
These notices were mailed on the 10th day of October, 2025.

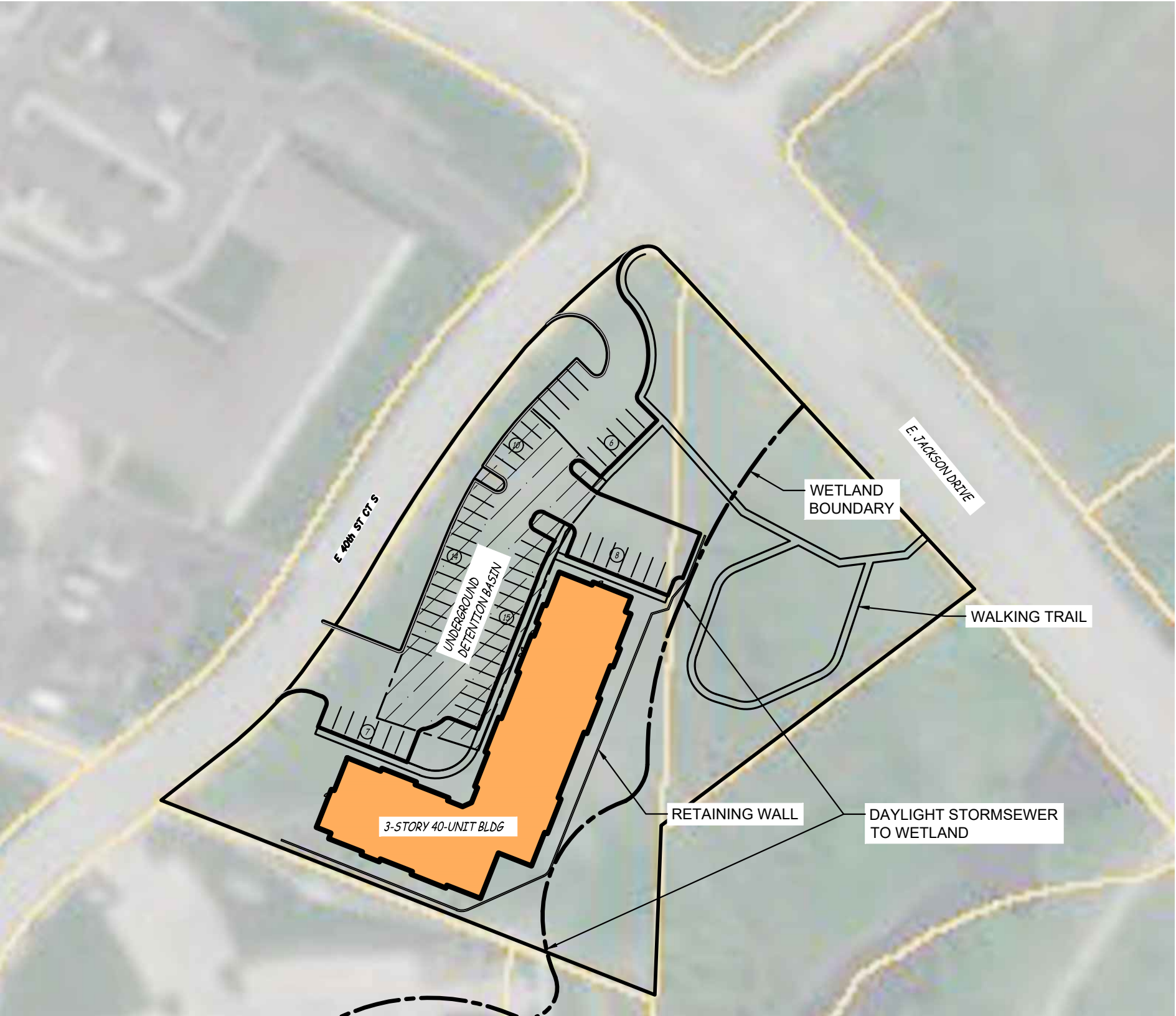

Signature of Agent, Owner or Attorney
Rep

Subscribed and sworn to before me this 10 day of October, 2025.


Notary Public




Commission Expiration Date



CONCEPT PLAN
INDEPENDENCE PROPERTY
INDEPENDENCE, JACKSON COUNTY, MO
APRIL 17, 2025



SITE INFO NOTE

LOT AREA (WEST LOT) = 2.90 ACRES
ZONED: O-1 - OFFICE
CURRENT PROPERTY USE: VACANT
PROPOSED USE: INDEPENDENT SENIOR LIVING
3-STORY BUILDING: 45 UNITS
MAXIMUM BUILDING HEIGHT: 40 FT
MAXIMUM DENSITY = 1,000 S.F. SITE AREA/UNIT
(21.8 UNITS/AC)
PROVIDED DENSITY = 2,807 S.F. SITE AREA/UNIT
(15.5 UNITS/AC)
SETBACKS: FRONT ABUTTING R-ZONED LOT = 50'
OTHER FRONT = 15'
SIDE/REAR = 0'/20'
BUFFER REQUIRED = NO
SCREENING REQUIRED = YES
TREE PRESERVATION REQUIRED = YES
DETENTION = UNDERGROUND
WATER QUALITY REQUIRED = YES
VOLUME REDUCTION REQUIRED = YES

PARKING NOTE

CATEGORY: MULTI-UNIT SENIOR APARTMENT
REQUIRED PARKING
1.5 PER UNIT
40 UNITS = 60 SPACES
PROVIDED PARKING
1.5 PER UNIT
40 UNITS = 60 SPACES



Engineering Surveys
& Services
1113 Fay Street, Columbia, Mo 65201
573 - 449 - 2646
www.ess-inc.com

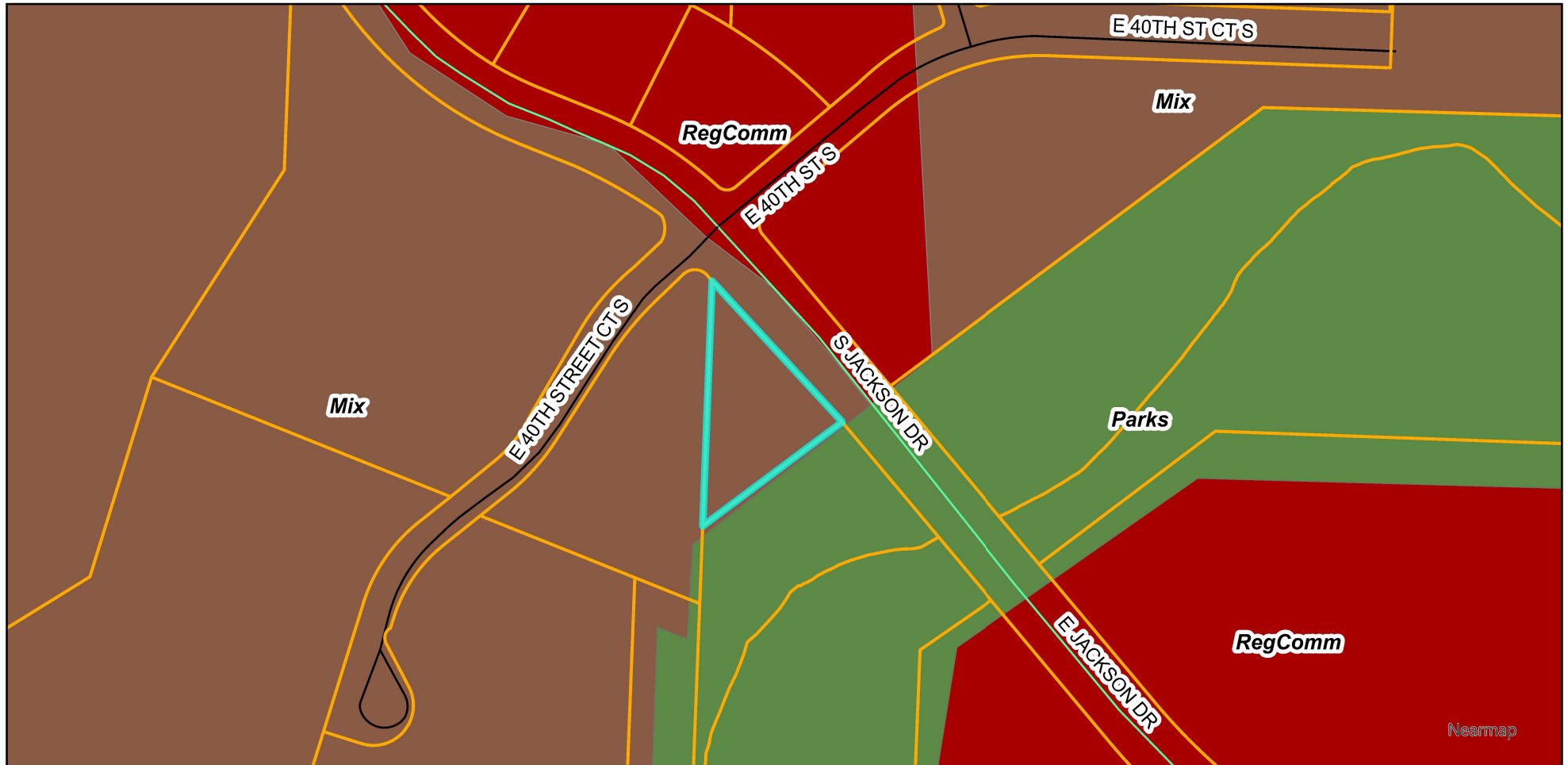
MO Land Surveying Corp. # 2004004672
Missouri Engineering Corp. # 2004005018

ES&S NO. 15267

Comprehensive Plan

19405 E 40th Street Ct S

Case #25-100-21



Legend

 Parcels

Comprehensive Plan

 Mixed Use

 Regional Commercial

 Parks

0 125 250 500 US Feet

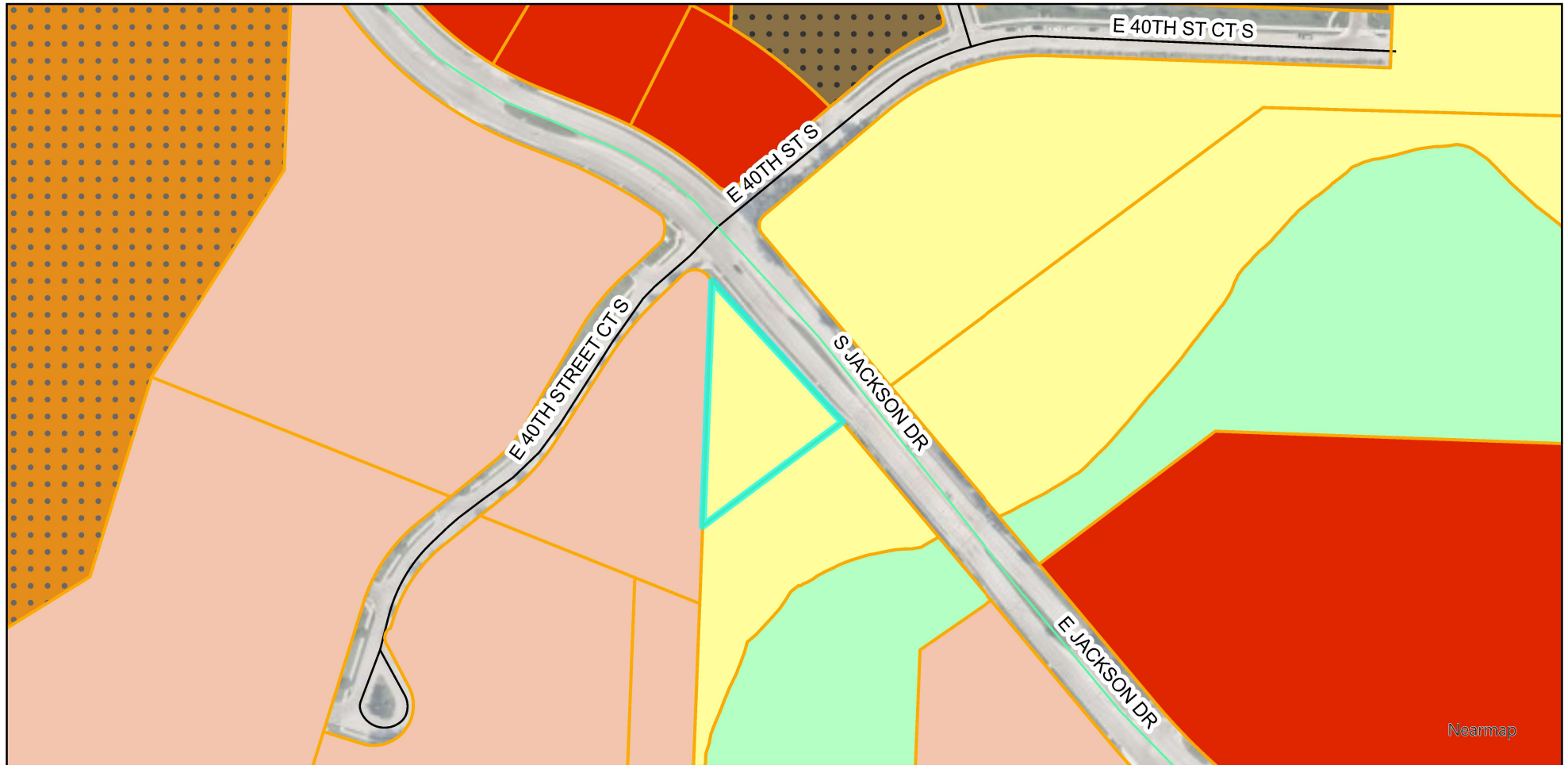
Prepared For: Planning Commission
Meeting Date: October 28, 2025



Zoning Map

19405 E 40th Street Ct S

Case #25-100-21



Legend

 Parcels	 O-1	 R-6
Zoning District	 R-18/PUD	 R-A
 C-2	 R-30/PUD	

0 125 250 500 US Feet



Prepared For: Planning Commission
 Meeting Date: October 28, 2025





Planning Commission Minutes

October 28, 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 10/28/2025, 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, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - Edward Nesbitt.

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 – October 14, 2025

Motion

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. Case 25-100-21 – Rezoning – 19405 E. 40th Street Ct S - A request to rezone the property from R-6 (Single Family Residential) to O-1 (Office 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.

In response to Chairwoman Wiley's question, Mr. Harker confirmed that the request pertains only to the property's zoning and does not include approval of the plat.

Applicant Comments

Matthew Kriete of Engineering Surveys & Services, 1775 W. Main, Sedalia, stated that he is representing the applicant and is available to answer any questions.

Public Comments

No public comments.

Motion

Commissioner Michael Young made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 25-400-16 – Short-Term Rental – 2804 S. Whitney Ave** – A request to operate a Short-Term Rental 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.

In response to Chairwoman Wiley's questions, Mr. Harker stated that the business had been operating prior to applying for this permit.

Applicant Comments

Lucy Vu Mashburn, 1008 Aspen Drive, Liberty, stated that she was representing the property owner and was available to answer any questions. Ms. Vu Mashburn added that the neighboring property owner, Ivy Kettlewell, would serve as the primary point of contact for any issues related to the property.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 25-400-17 – Short-Term Rental – 23601 E. Strode Rd** – A request to operate a Short-Term Rental 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.

In response to Chairwoman Wiley's questions, Mr. Glaser stated that the business had been operating prior to applying for this permit.

Applicant Comments

Mark Kitchens, 333 SE Alexandria Drive, Lee's Summit, stated that they initially believed the property was located within the City of Blue Springs, which is why they had been operating without a license. He provided background information on the property and discussed plans for the surrounding properties owned by his family.

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 6, No 0, Abstained 0.

3. **Case 25-400-20 – Short-Term Rental – 1231 S. Ash Ave** – A request to operate a Short-Term Rental 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. It was noted that there was a mistake in the staff report and it should have stated that there is a maximum of 6 adults.

In response to Chairwoman Wiley's question, Mr. Glaser stated that this applicant has not yet begun operating.

Applicant Comments

Alicia Gibson, 19405 E. State Route 78, stated that she works for BearBnB KC and would assist the owner in operating the short-term rental if approved. She reviewed the company's operating practices and stated she was available to answer any additional questions.

Public Comments

No public comments.

Motion

Commissioner Michael Young made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

4. **Case 25-400-21 – Short-Term Rental – 802 N. Delaware St** – A request to operate a Short-Term Rental 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.

In response to Chairwoman Wiley's question, Mr. Glaser stated that this applicant has not yet begun operating. He noted that although the property is located within a historic district, no additional permits would be required unless the owner intends to make physical alterations to the property.

Applicant Comments

Alicia Gibson, 19405 E. State Route 78, stated that she works for BearBnB KC and would assist the owner in operating the short-term rental if approved. She reviewed the company's operating practices and stated she was available to answer any additional questions.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

5. **Case 25-400-22 – Short-Term Rental – 16100 E. 38th Street S** – A request to operate a Short-Term Rental 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. It was noted that there was a mistake in the staff report and it should have stated that there is a maximum of 6 adults.

In response to Chairwoman Wiley's questions, Mr. Harker stated he believed that the business had been operating prior to applying for this permit.

Applicant Comments

Mike and Rebecca Tomlin, 2909 S Swope Drive, noted they have not been operating and were available for any questions.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING NOVEMBER 18, 2025

ADJOURNMENT

The meeting was adjourned at 7:16 p.m.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Independence Municipal		Reporting Period: Oct 1, 2025 - Oct 30, 2025	
Mailing Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050					
Physical Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050				County: Jackson County	
Telephone Number:		Fax Number:			
Prepared by: Dawna Cordon		E-mail Address:			
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		473	21,925	10,077	
B. Cases (citations/informations) filed		34	2,466	657	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	5	13	
3. court/bench trial - NOT GUILTY		0	0	4	
4. plea of GUILTY in court		20	1,025	257	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	286	0	
6. dismissed by court		1	61	53	
7. <i>nolle prosequi</i>		0	129	52	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		21	1,506	379	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		486	22,885	10,355	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		1,466	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		602	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		26,733			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Independence Municipal	Reporting Period: Oct 1, 2025 - Oct 30, 2025
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$121,703.50	Bad Check Fee	\$25.00
Clerk Fee - Excess Revenue	\$12,711.93	Court Automation	\$9,348.93
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$391.97	Law Enf Arrest-Local	\$6,039.00
Bond forfeitures (paid to city) - Excess Revenue	\$850.00	Total Other Disbursements	\$15,412.93
Total Excess Revenue	\$135,657.40	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$224,887.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$31,725.00
		Total Disbursements	\$256,612.00
Fines - Other	\$41,002.50		
Clerk Fee - Other	\$3,314.85		
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$1,335.57		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$9,522.60		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$102.15		
Law Enforcement Training (LET) Fund surcharge	\$2,645.50		
Domestic Violence Shelter surcharge	\$5,295.00		
Inmate Prisoner Detainee Security Fund surcharge	\$2,646.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$7,952.50		
Total Other Revenue	\$73,816.67		

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:		
October	2025	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
111 East Maple Independence, MO 64051	PO Box 1019 Independence, MO 64051	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 325-7235		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Dawna Cordon	dawna.cordon@courts.mo.gov	Garry L Helm, Susan G. Watkins

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		8,594	78,771	43,925
B. Cases (citations / informations) filed				
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	0
	3. court / bench trial - NOT GUILTY	0	1	1
	4. plea of GUILTY in court	0	0	0
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	1	123	65
	6. dismissed by court	0	0	17
	7. nolle prosequi	0	6	5
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	1	130	88
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		8,593	78,641	43,837
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: October - 2025
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	344	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	598	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	37,005		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$5,417.00
Clerk Fee – Excess Revenue	\$667.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$930.00
Total Excess Revenue	\$7,014.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$11,077.12
Clerk Fee – Other	\$602.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$107.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$757.91
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$213.00
Domestic Violence Shelter surcharge	\$421.00
Inmate Prisoner Detainee Security Fund surcharge	\$214.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$2,754.00
Total Other Revenue	\$16,146.03
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Records checks, certified copy and copy fees	\$205.00
Total Other Disbursements	\$205.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$23,365.03
Bond Refunds	\$45,927.00
Total Disbursements	\$69,292.03