



City Council Regular Meeting

March 16, 2026

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, Congregant at Vision Church KC.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION RESOLUTIONS

1. 26-713 A resolution recognizing Lydia Calderon, Multimedia Coordinator in the Communications Department, as the ISTAR Award recipient for March 2026. **Item passes 7-0 Res. No. 7205**

PROCLAMATIONS

CITIZEN REQUESTS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Council action is requested to authorize the City Manager to approve Purchase Order Change Order #1 for the blanket repair services agreement (PO#26000160) with MHC Kenworth for a new purchase order totaling \$200,000, and authorizing change orders of up to ten percent (10%) of the authorized amount. **Approved**
2. Council action is requested to authorize the City Manager to approve Purchase Order Change Order #1 on the emergency construction contract (PO#26000725) with TC Fuller, for a new contract total not to exceed \$428,138.08, with a ten percent (10%)

contingency for future minor change orders, as part of the emergency construction on the Sanitary Sewer Main Relocation from Streambanks Project (No. 302203-3).

Approved

3. Council action is requested to expend \$550,000 to various vendors to supply Ductile Iron Pipe, Gate Valves, and Fittings for the Water Construction Maintenance Division of the Municipal Services Department for Fiscal Year 2025-2026, and authorizing future change orders of up to ten percent (10%) of the requested amount.

Approved

4. Council action is requested to issue a purchase order to WSP USA, Inc. in the amount of \$239,380.00, and authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the authorized amount, to cover Augmented Engineering Services for the Power & Light Department. **Approved**

5. Council action is requested for the change of ownership for a Retail Selling of Intoxicating Liquor of all kinds in the original package for Zedz 3 located at 3459 S. Sterling. **Approved**

6. Council action is requested to authorize the City Manager to approve pricing agreements with Complete Lawn Care Professionals, LLC and Galvan's Lawn & Landscape, LLC for calendar year 2026 with three (3) one-year renewal periods for mowing services for various city departments. **Approved**

7. Council approval is requested for the 2026-2027 renewal of the liability insurance program with Obsidian Specialty Insurance Company with an annual cost of \$875,000. **Approved**

RESOLUTIONS

1. 26-714 A resolution directing the Interim City Manager to engage a financial advisor/facilitator to assist the city with planning for and managing revenues related to the Nebius Project. **Approved Res. No. 7206**

REGULAR AGENDA

NON-ORDINANCE ACTION ITEM

1. Council action to appoint Troy Anderson as City Manager and approve an Employment Agreement between Troy Anderson and the City of Independence. **Item passes 7-0**

PUBLIC HEARING(S)

1. A public hearing for the Special Use Permit application to operate a Bed & Breakfast

at 1304 S. Maywood Avenue. ***New Information Only.***

26-021 **2R** An ordinance approving a Special Use Permit to operate a bed and breakfast at 1304 S. Maywood Avenue in Independence, Missouri. **2R Item passes 7-0 Ord. No. 19792**

2. A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to accessory buildings & structures. ***Full Public Hearing.***

26-022 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to accessory buildings & structures. **2R Item passes 7-0 Ord. No. 19793**

3. A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to temporary signs. ***Full Public Hearing.***

26-023 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to temporary signs. **2R Item passes 7-0 Ord. No. 19794**

ORDINANCES

1. 26-020 **2R** An ordinance amending Chapter 12 of the Code of Ordinances of the City of Independence, Missouri, by adding a new article prohibiting the sale of certain intoxicating Kratom derivatives and restricting the sale of Kratom products to persons twenty-one years of age or older. (*Sponsored by Mayor Rowland*) **2R Item postponed to 4/8/26 7-0**
2. 26-024 **2R** An ordinance authorizing final disposition of certain city records that have met all requirements to be eligible for such disposition. **2R Item passes 7-0 Ord. No. 19725**

FIRST READING(S)

1. 26-025 **1R** An Ordinance finding, determining, and declaring the necessity of acquiring General Utility Easements for the 39th Street & Independence Center Signal Design portion of the Traffic System Improvements Project (Project No. 112602); 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**

INFORMATION ONLY

1. 2027 Noland Fashion Square CID Proposed Budget
2. Events Center CID Budget for FY27
3. **Please Note:** In accordance with RSMo. 610.021, the City Council may convene in a Closed Executive Session during or after the meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).

COUNCILMEMBER COMMENTS

ADJOURNMENT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve Purchase Order Change Order #1 for the blanket repair services agreement (PO#26000160) with MHC Kenworth for a new purchase order totaling \$200,000, and authorizing change orders of up to ten percent (10%) of the authorized amount. **Approved**

Recommendations:

Council approval is recommended.

Background:

Approval of this item will authorize a purchase order increase of \$101,000 to the blanket repair services agreement (PO#26000160) with MHC Kenworth for the Central Garage Division of Municipal Services. MHC Kenworth provides external services and parts for the repair and refurbishment of City vehicle engines.

This purchase order change is as follows:

Original Purchase Order:	\$ 99,000
Change Order #1:	\$101,000
New Purchase Order Total:	\$200,000

This is a budgeted operational expense.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$220,000, including a ten percent (10%) contingency. Funding for vehicle repair and maintenance supplies for the Central Garage are included in the Fiscal Year 2025-2026 adopted budget, on page number 222, in account numbers 0905120-5312, 0905120-5314, and 0905120-5210.

Council Action:

Department / Municipal Services /
Contact

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 authorize the City Manager to approve Purchase Order Change Order #1 on the emergency construction contract (PO#26000725) with TC Fuller, for a new contract total not to exceed \$428,138.08, with a ten percent (10%) contingency for future minor change orders, as part of the emergency construction on the Sanitary Sewer Main Relocation from Streambanks Project (No. 302203-3). **Approved**

Recommendations:

Council approval is recommended.

Background:

Following the historic rainfall in July 2025, a sanitary aerial crossing over Rock Creek near 1220 S. Brookside Ave. was washed out. Sanitary service has been temporarily restored utilizing a rented bypass pump. TC Fuller was selected utilizing a Cooperative Contract with Johnson County, Kansas (Contract No. 2023-045) to complete the repairs at this location.

As the design and construction of the repair and replacement progressed further, the team identified opportunities to provide a more robust and resilient solution, including drilled piers to provide additional structural stability for the aerial crossing, new manholes to replace aged and deteriorated manholes at key connection points and, geotechnical testing of the soil in the project area. While these improvements increase the upfront contract amount, they improve the constructability of this project, reduce risk exposure to the new sewer main and its supports as future rain events occur, and provide a longer life for the new crossing.

A change order of \$218,467.96 is requested to add funding to the existing construction contract (PO#26000725) for this project. The new contract price is as follows:

Original Contract:	\$209,670.12
Change Order #1:	\$218,467.96
New Contract Total:	\$428,138.08
New Contingency:	\$ 42,813.81

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

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$470,951.89, including a ten percent (10%) contingency. Funding for the Sanitary Sewer Main Relocation from Streambanks Project (No. 302203) is included in the Fiscal Year 2024-2025 adopted budget, on page number 204, in account number 302203-C-0317031-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

- Mike Jackson
- Melissa Cabrera
- Jeremy Cover
- Lisa Reynolds
- Susanne Holland

ATTACHMENTS:

1. Revised Pricing Quote - TC Fuller - No. 302203-3



TC Fuller Construction LLC

Proposal

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

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

To: City of Independence
20201 EAST JACKSON DR
Independence, Missouri 64057
Contact: ALEX LOPEZ
Phone: 816-325-7619
Email: AFLOPEZ@indepmo.org

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
1 EXCAVATION AND CLEARING	1.000	LS	\$57,179.05	\$57,179.05

Proposal

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
2 Drilled Piers	1.000	LS	\$123,447.92	\$123,447.92
3 FORM AND POUR NEW FOOTINGS	1.000	LS	\$74,188.16	\$74,188.16
4 3 New Manholes	1.000	LS	\$47,024.79	\$47,024.79
5 INSTALL NEW PIPE AND STEEL INCASEMENT	1.000	LS	\$59,115.39	\$59,115.39
6 Testing of concrete and bores on soil	1.000	LS	\$28,262.18	\$28,262.18
7 RESTORATION	1.000	LS	\$38,920.59	\$38,920.59
			TOTAL BID:	\$428,138.08

Project Comments

We have included the following

- Material and Labor

We have not included the following items

- Bonds

Proposal

Signature: _____

Name and Date

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$550,000 to various vendors to supply Ductile Iron Pipe, Gate Valves, and Fittings for the Water Construction Maintenance Division of the Municipal Services Department for Fiscal Year 2025-2026, and authorizing future change orders of up to ten percent (10%) of the requested amount. **Approved**

Recommendations:

Council approval is recommended.

Background:

Approval of this item is recommended to expend money between Blue Springs Winwater, Core & Main, Ferguson Plumbing Supply, and Shulte Supply to provide ductile iron pipe, gate valves, and fittings for inventory purposes for the Water Construction Maintenance Division of the Municipal Services Department. These inventory items are necessary to allow City Staff to conduct routine maintenance, make timely repairs, and install system modifications that ensure the City's water distribution system operates efficiently and continuously. The supplier for any given purchase is selected by the one who can provide the needed item for the lowest price and/or the fastest.

The division orders necessary items from the supplier when it is low on items needed. All listed suppliers are local and have worked with the Department in the past.

These purchases are budgeted operational expenses.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$605,000, including a ten percent (10%) contingency. Funding for these expenses is included in the Fiscal Year 2025-2026 adopted budget, on page number 232, in account number 0404840-5314 - Inventory Purchases.

Council Action:

Department / Municipal Services /
Contact

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 issue a purchase order to WSP USA, Inc. in the amount of \$239,380.00, and authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the authorized amount, to cover Augmented Engineering Services for the Power & Light Department. **Approved**

Recommendations:

Council approval is recommended.

Background:

Independence Power & Light (IPL) has engaged WSP USA, Inc, aka Power Engineers, Inc. for engineering services annually for over 6 years. The need for this support has grown partially due to the increased activities for high profile, high reliability customers coupled with the decline in IPL engineering staff and the inability to recruit for vacant positions. Contract proposals call for a not-to-exceed amount of \$239,380.00. Expectation is for a continued need for these services to supplement vacant positions on engineering staff.

IPL has requested this proposal from WSP USA, Inc., to provide staff augmentation support for project management, transmission and distribution engineering, and substation engineering. The scope of work includes distribution permit application review and design, lighting design, underground subdivision design, NERC audit support, transmission pole replacement design, and construction observation support for IPL projects. Additionally, WSP USA, Inc. has included options in this proposal for substation design support, as needed.

The contract and purchase order with WSP USA, Inc. is for miscellaneous engineering and operational support to subsidize vacant IPL positions. Projects have been increasing and there is a need for detailed engineering for electrical service, including high-profile and high reliability customers such as the new Northpoint development in northeast Independence. WSP USA, Inc., has the skill sets and the experience to assist IPL in both regular and highly specialized areas. WSP USA, Inc. proposed staff are local and can quickly and efficiently respond to IPL requests.

WSP USA, Inc. is an approved Architectural and Engineering vendor of the city. The contract has been reviewed, modified, and approved by City Legal. WSP USA, Inc. has been supplying services to IPL for several years. They have the skill sets, software, and systems in place to provide the required support efficiently and economically. IPL System Operations and Transmission & Distribution divisions concur with the use of WSP USA, Inc. for these services.

The services requested are to be performed and included in fiscal year 2026. Approval of this item authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available.

Emergency Justification:

Fiscal Impact:

The fiscal impact on the city is \$239,380.00. Funding for the Augmented Engineering support is included in the fiscal year 2025-26 adopted budget, page 336, account number 0206160-5226, Engineering – Professional Services, IPL Fund 020.

Council Action:

Department / Power and Light /
Contact

REVIEWERS

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

ATTACHMENTS:

1. FY 2026 WSP proposal letter and contract
2. Sole - Emergency Source Form - WSP USA Inc - Augmented Engineering Services Fiscal 2026



WSP
16041 Foster
Overland Park, KS
66085
T 1-913-681-2881

wsp.com

Date: February 6, 2026

Ricky De Aragon
Power Engineering Manager
Independence Power & Light
17221 East 23rd St.
Independence, MO 64057

Subject: Independence Power & Light – Staff Augmentation Proposal for 2026

Dear Ricky,

WSP (formerly POWER Engineers (POWER)) appreciates the opportunity to submit this proposal in response to Independence Power & Light’s request to provide continued staff augmentation support through the end of 2026. The proposed scope and budget are intended to provide a continuation of our services from 2024 and through January of 2026, commencing on February 1, 2026, and provide budget coverage for services through December 30, 2026. Our qualifications, scope of work, proposed team, and budget are described in this document. The contract for professional services between IPL and POWER, as executed by the City on January 5, 2024, is amended for re-execution for use with WSP and this scope of work during the new performance period, and included with this proposal. This proposal is valid for 90 days. Thank you again for the opportunity to provide our services. If you have any comments or questions, please contact me at jared.delee@wsp.com or at 913-216-0450. We look forward to working with your team.

Project Description

Independence Power & Light (IPL) has requested this proposal from WSP to provide staff augmentation support for transmission and distribution engineering, and substation engineering. The scope of work includes distribution permit application review and design, lighting design, underground subdivision design, NERC audit support, transmission pole replacement design, substation design support and construction observation support for IPL:

■ **0. PROJECT MANAGEMENT**

■ **01. Project Management Administration**

Provide project supervision. Monitor the progress of work. Provide sufficient personnel, competent and experienced to manage, supervise, and perform tasks. Lead project team to efficient and timely completion of work through the provision of well planned, scheduled and managed services. Identify risks, anticipate problems and quickly implement plan to minimize impacts on project.

■ **02. Project Meetings**

Attend project meetings with the IPL team once a month to facilitate coordination, establish focus areas and project needs, and gather feedback on the project to date. Project meetings are anticipated to be held via Teams unless requested otherwise.



- **1. STAFF AUGMENTATION (SECONDED EMPLOYEES).**

- **1.1 Onsite Distribution Senior Consultant**

Provide technical support for permit application resolution through field reviews, design guidance, and constructability. This role will also provide experienced mentorship and support for distribution designers to expedite familiarity with IPL standards and processes, as well as provide field support for a steel pole installation project. In addition to the design role, this role is also responsible for attending regular IPL morning meetings and relaying IPL needs back to WSP, engaging other staff augmentation roles as required. The Onsite Distribution Senior Consultant is planned to work from IPL's office up to three days per week for the duration of the engagement as distribution design support.

Deliverables

- Monthly Financial Progress Reports
- Other Deliverables as Directed

Clarifications

- This proposal assumes that the provided agreement will be accepted by IPL. Any changes to the proposed agreement may impact the pricing contained in the proposal.
- The duration of the agreement is assumed to be 44 weeks, starting on 2/1/2026 and ending on 12/30/2026.
- Unless otherwise directed by IPL, the Distribution Senior Consultant will start immediately after execution of the contract.
- Unplanned site visits can be accommodated with 48 hours' notice prior to date needed to be onsite.
- When working onsite, Seconded Employees will report to IPL's IUC Office — located at 17221 E. 223rd St South - Independence, MO 64051. Seconded Employees will communicate any deviation from on-site expectations with IPL Power Engineering Manager.
- Seconded Employees will be furnished with IPL equipment (i.e., laptop). All relevant work shall be performed on IPL's equipment.
- WSP will coordinate with other IPL departments as required to facilitate successful project execution. These departments may include Permitting, Real Estate, Substation Engineering, System Protection Engineering, Planning, Project Management, and other departments as needed.
- Monthly one-hour status meetings are included for the duration of the project (2/1/2026 – 12/30/2026) to provide feedback on the workload anticipated, financial reporting updates, and other administrative matters pertaining to the Agreement. Up to two (2) WSP employees are included.
- WSP can perform other engineering and design services, as requested. This work shall be coordinated with WSP's project manager. If it is determined that the work can be accomplished by WSP, but will not fit under the current resource allocation, WSP will provide a change order or



proposal for the items outside of this scope, and those amended costs will be governed by our rate schedule, as included in this proposal.

Schedule

WSP proposes to start onsite support on this contract as soon as the contract and PO are issued, and continue the services being provided under the current contract. This contract is presumed to allow for continuous support through December 30, 2026. Please note, we anticipate that Bob Henson will be on site three days per week each week.

Budget

WSP developed the proposed budget based on our understanding of this project’s scope of work and our experience with similar projects. The table summarizes the budget for services to be provided on a T&E NTE basis for \$239,380. This proposal is based on the terms and conditions between POWER and the City of Independence Power and Light as executed on January 5, 2024. A new draft contract to govern this project is included at the end of this proposal. Our rate schedule is included in this proposal in Appendix 1.

	Task Description	Hours	Labor \$	Exp \$	Total \$
0	Project Management				
0.01	Project Management Administration	44	\$8,058	\$0	\$8,058
0.02	Client Meetings	10	\$2,170	\$0	\$2,170
1	Staff Augmentation				
1.01	Distribution Senior Consultant (Onsite)	1,056	\$229,152	\$0	\$112,840
	Project Total	1,108	\$239,380	\$0	\$239,380

Sincerely,

Jared DeLee, PMP
Senior Technical Manager, Project Management

CC: Jennifer Sawyer

- Attachments:
- Schedule Of Charges (Rate Sheet)
 - 2026 Professional Services Agreement
 - Vendor Certification Regarding Debarment and Suspension

**City of Independence
Finance Department**

Certification Regarding Debarment and Suspension

Applicant Name: WSP USA, Inc.

Project Name: Independence Power & Light 2026 Staff Augmentation

Project Number: _____ SAM.gov UEI Number: LLWLXEU6T563

The prospective vendor participant certifies to the best of its knowledge and belief that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental (federal, state, or local) entity;
- b) Have not within a three-year period preceding this certification been convicted of or had a civil judgement rendered against them for:
 - 1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - 2) Violation of federal or state antitrust statutes relating to the submission of offers; or
 - 3) Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) Have not within a three-year period preceding this certification, had one or more public transactions (federal, state, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award.

I am able to certify the above statements.

I am unable to certify the above statements and attached my explanation.

Jared E. DeLee
Typed Name of Authorized Representative


Signature of Authorized Representative

Senior Technical Manager, Project Management
Title of Authorized Representative

02/3/2026
Date

WSP USA INC.
SCHEDULE OF CHARGES – 2026
INDEPENDENCE POWER AND LIGHT

This standard Schedule of Charges is for professional services. Unless agreed otherwise, charges for work on continuing projects will be based on the then current Schedule of Charges. A new Schedule of Charges will be issued to be effective January 1 of each new year and as necessary on an intermediate basis to accommodate new items or revised charges. Invoices will be submitted monthly and/or upon completion of the work and will be due and payable when issued. All accounts not paid within thirty (30) days after Owner's receipt of the invoice will bear a **SERVICE CHARGE OF 1.0% PER MONTH** for each month the invoice is unpaid.

PERSONNEL CLASSIFICATION

Project Manager Director	\$264.00/hr.
Senior Project Manager III	
Senior Project Manager II.....	\$251.00/hr.
Senior Program Manager II	
Principal Engineer II	
Senior Project Manager I.....	\$251.00/hr.
Senior Program Manager I	
Senior Project Engineer III	
Senior Project Lead III	
Strategic Consultant III	
Principal Engineer I	
ADS Sr Advisor I	
Project Manager III	\$240.00/hr.
Senior Project Lead II	
Construction Manager III	
Senior Project Engineer II	
Strategic Consultant II	
Senior Consultant III	
Senior Engineer II	
Project Manager II	\$217.00/hr.
Senior Project Lead I	
Strategic Consultant I	
Senior Consultant II	
Senior Project Engineer I	
Construction Manager II	
Senior Engineer I	
Senior Designer	
Project Manager I	\$199.00/hr.
Project Lead II	
Construction Manager I	
Environmental Specialist IV	
Project Engineer II	
Engineer IV	
Designer V	
Project Administrator III	
Senior Consultant I	
Senior GIS Analyst	
Project Lead I	\$182.00/hr.
Project Engineer I	
Engineer III	
Designer IV	
Environmental Specialist III	
Procurement Specialist III	
Scheduling Specialist III	
Project Administrator II	
Consultant III	
Engineer II	\$169.00/hr.
Designer III	
Technician IV	
Environmental Specialist II	
Procurement Specialist II	
Scheduling Specialist II	
Project Administrator I	
Consultant II	
GIS Analyst II	
Engineer I	\$134.00/hr.
Designer II	
Drafter IV	
Technician III	
Environmental Specialist I	
Procurement Specialist I	
Field Representative IV	
Scheduling Specialist I	
Project Managers Assistant III	
Consultant I	
GIS Analyst I	
Writer II	
Staff Assistant III	
Designer I	\$117.00/hr.
Drafter III	
Technician II	
Field Representative III	
Staff Assistant II	
Project Managers Assistant II	
Internship III	
Drafter II	\$93.00/hr.
Staff Assistant	
Field Representative II	
Project Managers Assistant I	
Internship II	
Drafter I	\$80.00/hr.
General Office Assistant	
Field Representative I	

**WSP USA INC
SCHEDULE OF CHARGES – 2026
INDEPENDENCE POWER AND LIGHT**

Personnel with specialized experience are employed by or on retainer to POWER. Charges for these specialists are negotiated on an individual basis depending on the assignment. Professional time for depositions and testimony is charged at 1.5 times the rate for services; full-day minimums apply.

This standard Schedule of Charges is for professional services. Unless agreed otherwise, charges for work on continuing projects will be based on the then current Schedule of Charges. A new Schedule of Charges will be issued to be effective January 1 of each new year and as necessary on an intermediate basis to accommodate new items or revised charges. Invoices will be submitted monthly and/or upon completion of the work and will be due and payable when issued. All accounts not paid within thirty (30) days after Owner's receipt of the invoice will bear a **SERVICE CHARGE OF 1.0% PER MONTH** for each month the invoice is unpaid.

REPRODUCTION

Drawings – Black & White

Large Scale Drawings (C Size)	\$1.90/ea.
Large Scale Drawings (D Size)	\$3.30/ea.
Large Scale Drawings (E Size)	\$5.50/ea.

Drawings – Color

Large Scale Drawings (C Size)	\$6.00/ea.
Large Scale Drawings (D Size)	\$10.90/ea.
Large Scale Drawings (E Size)	\$17.50/ea.

Documents – Black & White

Single-sided Copies	8 x 11 \$0.11/ea.	11 x 17 \$0.17/ea.
Double-sided Copies	8 x 11 \$0.22/ea.	11 x 17 \$0.34/ea.

Documents – Color

Single-sided Copies	8 x 11 \$0.50/ea.	11 x 17 \$1.00/ea.
Double-sided Copies	8 x 11 \$1.00/ea.	
Spiral Comb		\$2.65/ea.
3 Ring Binder		Dependent on size
Special Copy Center Projects (Labor)		\$45.00/hr.

Other expenses including but not limited to subcontractors, airfare, lodging, meals, postage and shipping, purchases, rentals, are charged at cost plus a carrying and handling charge of 10%.

POWER Engineers A & E Terms & Conditions – 2024-2026

**CONTRACT FOR
PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, WSP USA, Incorporated, a Corporation (hereinafter called Consultant).

WITNESSETH:

WHEREAS, City requires secondment services (“Services” or “Seconded Employee(s)”) and, WHEREAS, consultant is prepared to provide said professional services and shall provide Seconded Employee(s) to City during the performance of said services;

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be: February 1, 2026

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide Seconded Employee(s) as set forth in the Proposal dated February 6, 2026 attached hereto and made a part of this contract.

Consultant shall provide to City one (1) or more Seconded Employees as requested by City from time to time. Such Seconded Employees shall provide services under City’s management and supervision at a facility or in an environment controlled by City. The Proposal shall include the name of the Seconded Employee to be placed initially with City, standard and overtime hourly billing rates for the Seconded Employee in accordance with Consultant’s rate sheet in effect at the time the Services are requested, the starting date for each Seconded Employee, and a description of the Services the Seconded Employee shall provide.

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by: December 30, 2026.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed: \$239,380.00.

Regular (e.g. monthly) invoices shall be submitted by the consultant to the City for payment of services performed and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each individual person, the total labor billing, and a summary of other expenses and charges with supporting documentation. Overtime will be billed at the rates listed on Proposal, or as otherwise agreed by both parties, for hours worked by Employee(s) in excess of forty (40) hours per week, or as otherwise required by law. For weeks that have one (1) National or City-observed holiday, overtime rates shall be billed for hours work in excess of thirty-two (32) hours per week. The number of hours billed by Consultant shall be supported by a time card approved by an authorized representative of City. Invoices submitted by Consultant to City are presumed to be accurate and fully payable within thirty (30) days of invoice date, unless disputed by City within seven (7) business days of City’s receipt of the invoice.

Consultant’s time-card shall be the official time record for purposes of payment. City shall provide the Seconded Employee with internet access to access Consultant’s time-card system.

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

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

ARTICLE 5 – PERMITS AND LICENSES

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

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

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

ARTICLE 8 – STANDARD OF CARE; ACCOUNTABILITY; WORKPLACE SAFETY

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

City agrees to supply a safe and suitable workplace for the Seconded Employee and to the extent permitted by law, shall be solely responsible for complying with applicable federal, state and local occupational safety and health laws and regulations. City is responsible for informing the Seconded Employee of applicable workplace policies.

The Seconded Employee will be accountable to City's project manager for the Seconded Employee's work and performance. The Seconded Employee's core professional functions shall be maintained, and the Employee shall be required to perform with the reasonable care and diligence expected of a person with equivalent experience and qualifications. The City shall be responsible for the proper, competent, and adequate direction and supervision of the Seconded Employee.

ARTICLE 9 – WORK PRODUCT

All work product of every kind performed by Employee on behalf of City shall be the sole and exclusive property of City.

Within thirty (30) days from the date of providing any services under the contract, should such service or any item developed and created by the Consultant be found to be defective by the City, the City shall identify the nature of such deficiency in writing and the Consultant shall have thirty (30) days from the date of receipt of such notice to correct, re-perform, or replace the defective services.

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

ARTICLE 10 – LIABILITY AND INDEMNIFICATION

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

Consultant does not warrant or guarantee that the Employee(s) performing services for City pursuant to this Agreement will produce any result or any solution to City's particular needs. Accordingly, City acknowledges and agrees that Consultant is not responsible for any aspects of the Employee's work or City's project, including, without limitation, any deadlines or work product. Because Consultant is providing supplemental employee services only under this Agreement, and City is directing and supervising the Employees who render these services, to the extent permitted by law, Consultant shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omissions of any Employee, including but not limited to work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation.

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

ARTICLE 11 – INSURANCE

Architect, Engineering, and Survey Services

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

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

(2) Professional Liability or Errors and Omissions Insurance, with a limit of \$1,000,000 annual aggregate. (3)

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

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

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

City will provide proof of comprehensive general liability insurance coverage for its operations and all employees, with a minimum limit of liability not less than \$1,000,000 dollars per occurrence. If any Seconded Employee will operate a vehicle owned or leased by City, City shall furnish automotive liability insurance for not less than \$1,000,000. In addition, if professional Employees are provided, professional liability coverage will be secured and maintained by City with a limit of liability of not less than \$1,000,000. City agrees that all insurance required herein will cover the actions of the Seconded Employee during the term of the Secondment, and that all coverage amounts are shown in U.S. dollars unless otherwise agreed by the parties in writing or otherwise required by law.

WORKER'S COMPENSATION

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

ARTICLE 12 – SHIPPING, TITLE AND RISK OF LOSS

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

ARTICLE 13 – DELAY IN PERFORMANCE

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

ARTICLE 14 – TERMINATION

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

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

ARTICLE 15 – WAIVER

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

ARTICLE 16 – SEVERABILITY

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

ARTICLE 17 – SUCCESSORS AND ASSIGNS

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

ARTICLE 18 – ASSIGNMENT

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

ARTICLE 19 – THIRD PARTY RIGHTS

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

ARTICLE 20 – INDEPENDENT CONSULTANTS

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

City expressly agrees and understands that no Seconded Employee shall be considered an employee of City. Consultant is responsible for the payment of wages and other benefits to the Seconded Employee and for the payment of payroll taxes and collection of taxes from payroll on Seconded Employee. Consultant is responsible for providing workers' compensation insurance coverage for the Seconded Employee and is responsible for the management of workers' compensation claims, filings and related procedures for the Seconded Employee.

ARTICLE 21 – AUDIT

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

ARTICLE 22 – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the City, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 23 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

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

ARTICLE 24 – GOVERNING LAW AND DISPUTE RESOLUTION

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

The parties shall attempt in good faith to resolve any dispute arising out of or relating to the contract, or any breach hereof or any services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of law and rules of evidence.

ARTICLE 25 – COMMUNICATIONS

Any communication required by this contract to the consultant shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:
Mitch Krysa: (816) 423-0360.

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

ARTICLE 26 – SEPARATE CONTRACTS

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

ARTICLE 27 – ENTIRE CONTRACT

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

ARTICLE 28 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any

payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 10 – Liability and Indemnification; Article 15 – Waiver; Article 16 – Severability; Article 18 – Assignment; Article 20 – Independent Consultants; Article 24 – Governing Law; Article 27 – Entire Contract; and this Article 28 – Survival of Terms.

ARTICLE 29 – RESTRICTIVE COVENANT:

Consultant is not an employment agency. In consideration thereof, during the term of this Agreement and for one (1) year immediately following the period for which an Employee last performed services for City under this Agreement, City shall not, directly or indirectly, for itself or on behalf of any other person, firm, corporation or other entity, solicit, participate in or promote the solicitation of such Employee to leave employ of Consultant, or hire or engage such Employee.

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

City

By _____

Date _____

Consultant

By _____

Title SVP & Regional Mgr, Project Management

Date February 6, 2026

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:	Munis Vendor ID # Or attach Supplier's W-9 Form
Purchase Requisition #:	Estimated cost: \$
<p>If this is a sole source purchase, check all that apply:</p> <p><input type="checkbox"/> Licensed or patented – supplier has a license or patent that makes them the Limited provider.</p> <p><input type="checkbox"/> One-of-a-kind – there are no competitive alternatives available on the market.</p> <p><input type="checkbox"/> Limited Distributor – Supplier is the Limited distributor for the region or municipality</p> <p><input type="checkbox"/> Compatibility – must match existing brand or equipment for compatibility.</p> <p><input type="checkbox"/> Warranty/Replacement part – for a specific brand or factory authorized warranty services.</p> <p><input type="checkbox"/> Grant – Requirements for specific goods/services established in the grant language. Attach grant for support.</p> <p><input type="checkbox"/> Unique design – must meet physical design or quality standards.</p> <p><input type="checkbox"/> Public Utility Services – Necessary adjustment of utility facilities.</p> <p><input type="checkbox"/> Other – _____</p>	
<p>If this is an emergency purchase, check all that apply and give a brief description of the situation:</p> <p><input type="checkbox"/> Response to a threat to health, welfare or public safety</p> <p><input type="checkbox"/> Protection of preservation of public property</p> <p><input type="checkbox"/> Major project's timeline does not allow for normal procedures in order to be completed</p> <p>Description – _____</p> <p>_____</p>	
<p>STATEMENT OF NEED AND CERTIFICATION:</p> <p>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.</p>	
Department Head Authorization	
Name:	Department:
Signature:	Title:
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:

Khristina Irvine

From: Joseph Hegendefffer
Sent: Monday, March 2, 2026 3:31 PM
To: Khristina Irvine
Cc: Jennifer Sawyer
Subject: RE: Updated forms for this FY only since we have enough funds remaining

I approve this sole source. Thanks



INDEPENDENCE
★ POWER & LIGHT ★

Joe Hegendefffer

Director

O - 816.325.7494

jhegendefffer@indepmo.org

20201 E Jackson Dr.
Independence MO 64057

From: Khristina Irvine <kirvine@indepmo.org>
Sent: Monday, March 2, 2026 2:49 PM
To: Joseph Hegendefffer <jhegendefffer@indepmo.org>
Cc: Jennifer Sawyer <jsawyer@indepmo.org>
Subject: FW: Updated forms for this FY only since we have enough funds remaining

Joe, can I please get your approval for the sole source form attached. It is headed through the approval system in CivicPlus this week, but I need to get an approved sole source uploaded before I can fully approve. Thank you!



INDEPENDENCE
★ POWER & LIGHT ★

Khristina Irvine

Assistant to the Director

O – 816-325-7434

kirvine@indepmo.org

20201 E. Jackson Dr.
Independence, MO 64057

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested for the change of ownership for a Retail Selling of Intoxicating Liquor of all kinds in the original package for Zedz 3 located at 3459 S. Sterling. **Approved**

Recommendations:

This application meets the requirements of the City's Alcoholic Beverage Code.

Background:

The applicant is requesting City Council approval of a change of ownership for the liquor license located at 3459 S. Sterling. The hours of operation will be Sunday - Saturday 6:00 am – midnight. The applicant has also requested a Sunday Sales License and Tasting Permit. These licenses will be issued administratively should the City Council approve the ownership change. The applicant has indicated that this location will have alcohol sales that meet the City's Alcoholic Beverage Code.

Applicant: Zedz 3 LLC

Name of business: Zedz 3

Business Address: 3459 S. Sterling

Size of establishment (includes outdoor patio space if applicable): Zedz 3 operates within 5,500 square feet of space at 3459 S. Sterling

Liquor License Types: Retail Selling of Intoxicating Liquor of all kinds in the original package license including Sunday Sales and Tasting Permit

Types of Alcohol to be sold/served: Various types of intoxicating liquor and beer by the drink.

History of any liquor license at this location; if a new building, provide a brief update on the construction: Zedz 3 currently operates as a convenience store with gas and liquor sales and has been operating since 2021. The current owner, Nizar Rawjani owns the business under Prime 3 LLC at 100% ownership. Mr. Rawjani has taken on a new partner, Samir Panjwani. Together they have created Zedz 3 LLC dba Zedz 3 and each owner will have 50% stake of the business. There are no site plan changes, and the business will still operate as it is today with no business plan changes. This is simply an ownership change. There are no other active liquor establishments within 1,000 feet.

Location proximity to school, church, or residential zoning: According to the City's mapping system there are no churches or schools within 300 feet of the parcel. There is residential property located within 300 feet.

Managing Officer Information and results from background check: Zedz 3 LLC has indicated Richard T. Bryant will serve as the appointed managing officer. The background investigation conducted by the Missouri State Highway Patrol on Richard T. Bryant revealed he meets the requirements of the Alcoholic Beverages code.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

- Tom Scannell
- Jeremy Cover
- Lisa Reynolds
- Susanne Holland

ATTACHMENTS:

- 1. Redacted Zedz 3 LLC Liquor Application
- 2. Aerial Map
- 3. Zoning Map



Liquor License Application Form

Regulated Industries Division
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7079
blicenses@indepmo.org

Application Type: [] Package [] Drink [] Manufacturing [] Wholesale [] Special [x] Ownership Change

Business Information

This Business is a: [] Sole Proprietor [] Partnership [] LP [x] LLC [] Corporation

ZEDZ 3 LLC

C STORE

Legal Name of Entity

Type of Business

ZEDZ 3

Doing Business as (d/b/a) (if different than above)

3459 STERLING

INDEPENDENCE

MO

64052

Physical Address

City

State

Zip

1111 MAIN STREET #750, KANSAS CITY MO 64105

Mailing Address (if different from above)

Phone

Cell Phone

Email

MO 3/7/2025

30197341

State & Date of Incorporation or Organization

Missouri Retail Sales Tax Number

1/1/2026

Date business scheduled to open

Give dimensions or square footage of the building, outdoor patio, and any other areas in which alcoholic beverages may be stored or dispensed: 5500 SQ FEET--EXISTING SITE WITH NO CHANGES

Is the proposed location within 300 feet of a church, school, or hospital? NO

Proposed hours of operation: 6AM TO MID-NIGHT

If existing business, from whom was the business purchased? FROM PRIME 3 LLC

Date of purchase: 1/1/2026 Date of Possession: 1/1/2026

Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a license? If so, explain:

PRIME 3 LLC OWNED BY NIZAR RAWJANI. BUSINESS TO BE ACQUIRED BY ZEDZ 3 LLC WHICH WILL BE OWNED 50% BY NIZAR RAWJANI AND 5% SAMIR PANJWANI

I hereby apply to the City of Independence, MO, for the following license(s) for the business and premises described above (mark all license types for which you are applying on page 2). I also certify that the information given in this application is true to the best of my knowledge and that the license is non-transferable. I also agree that this business will observe the restrictions specifically enumerated in Chapter 2 of the Independence City Code related to alcoholic beverages.

[Handwritten Signature]

RICHARD T BRYANT

Signature of Applicant

Printed Name

MANAGING OFFICER

1/5/2026

Title

Date

Liquor License Types (mark all license types for which you are applying)

All liquor licenses are effective for one (1) year, beginning July 1 and ending June 30. Any liquor license application made between January 1 and March 31 will be charged a prorated fee equal to one-half of the annual license fee (listed below). Those licenses will expire June 30 of that year. Applications made between April 1 and June 30 will be charged the full license fee (listed below), however those licenses will expire June 30 the following year.

Package Liquor Licenses

- P1 – Retail Selling of Intoxicating Liquor of all kinds in the original package (\$150.00)
- P3 – Retail Selling of Beer only in the original package; includes Sunday Sales (\$150.00)
- S – Sunday Sales (\$300.00)
- T – Tasting Permit (\$25.00)

Drink Licenses

- T1 – Retail Selling of Intoxicating Liquor by the Drink (\$450.00)
- T2 – Retail Selling of Malt Liquor & Wine by the Drink (\$150.00)
- T3 – Retail Selling of Beer by the Drink; includes Sunday Sales (\$150.00)
- R1 – Restaurant Selling Intoxicating Liquor (\$450.00)
- R2 – Restaurant Selling Beer; includes Sunday Sales (\$150.00)
- F1 – Tax Exempt Organizations Selling Intoxicating Liquor (\$300.00)
- H1 – Hotel Selling Intoxicating Liquor (\$450.00)
- Z1 – Consumption of Intoxicating Liquor (\$150.00)
- S – Sunday Sales (\$300.00)

Manufacturing, Distilling, Blending Licenses

- M1 – Manufacturing, Distilling, Blending Intoxicating Liquor of all kinds (\$300.00)
- M2 – Manufacturing twenty-two (22) percent or less alcohol- content intoxicating liquor (\$300.00)
- M3 – Manufacturing, Brewing Malt Liquor (\$300.00)

Wholesale Licenses

- W1 – Wholesale selling of Intoxicating Liquor of all kinds (\$300.00)
- W2 – Wholesale selling of twenty-two (22) percent or less alcohol-content intoxicating liquor (\$300.00)
- W3 – Wholesale selling of malt liquor (\$300.00)

Special Licenses

- S1 – Microbrewery (\$7.50 per 100 barrels produced)
- S2 – Domestic Winery (\$7.50 per 500 gallons produced)
- S4 – Picnic 7 Day Intoxicating Liquor by the Drink (\$15.00 per day)
- S6 – July 4th Celebration Malt Liquor & Light Wine by the Drink (\$15.00 per day)
- C1 – Caterer Intoxicating Liquor by the Drink – Up to 7 Days (\$15.00 per day)
- C2 – Caterer Intoxicating Liquor by the Drink – Up to 50 Days (\$500.00)
- C3 – Caterer Intoxicating Liquor by the Drink – Unlimited Days (\$1,000.00 per day)

Managing Officer, Sole Owner, or Managing Partner Information

RICHARD T BRYANT

Full Name						Social Security Number
M	73	5'10	260	[REDACTED]	MISSOURI	US
Sex	Age	Height	Weight	Date of Birth	Place of Birth	Are you a U.S. Citizen
700 WEST 91ST STREET			KANSAS CITY		MO	64114
Home Address		City		State	Zip	
RICHARD T BRYANT & ASSOCIATES		816-221-9000		[REDACTED]	[REDACTED]	
Place of Employment (other than business)				Employment Phone	Email	
1111 MAIN STREET #750		KANSAS CITY		MO	64105	
Employment Address		City		State	Zip	

City or Town where the Managing Officer, Sole Owner, or Managing Partner pays taxes:

KANSAS CITY JACKSON COUNTY, MO

Will this person be in active control and management of this business? Please explain (part-time/full-time, etc.):

MANAGING OFFICER IN CHARGE OF REGULATORY COMPLIANCE

Have you, any partner or employee ever been arrested anywhere in the United States for the violation of any City, State or Federal Law? If so, who, where, when and what offense (do not include minor traffic offenses):

NO

Have you, any partner or employee ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? If so, explain:

NO

Have you, or any member of your household or immediate family, ever made application for a permit for the Director of Liquor Control that was denied? If so, explain and provide approximate date of denial:

NO

Do you rent or lease the premises for which this business is to be used? If so, give terms of rent or lease, and name and address of property owner:

LEASE BY RAWJANI LLC, 8816 WEST 148TH TERR, OVERLAND PARK KS 10 YR LEASE AT \$27,000/MO

Partnership or Member Information (complete only for partnerships or LLCs with multiple members)

Give partnership or LLC name (if not already listed above) and the name, address, and percentage ownership interest of each partner or member:

SAMIR PANJWANI,	[REDACTED]	50%
NIZAR RAWJANI	[REDACTED]	50%

Corporate Information (complete only for a corporation)

List full name, complete address, phone number, date of birth and Social Security Number of all corporate officers:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Managing Officer: _____

Names, address, and phone number of shares owned of all stockholders who hold 10% or more of the capital stock:

Is the corporation or any stockholder or the managing officer thereof, or any member of his/her household or immediate family, have interest directly in any other permit issued by the Director of Liquor Control? If so, explain:

Has any stockholder of the corporation or an officer ever been employed by any person, partnership, or corporation that had a license revoked or suspended? If so, who, where, when and what offense:

Alcoholic Beverage Code Certifications – Adult Materials

- I certify this establishment **will not** display or sell books, photos, magazines, videos, or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing, or relating to specified sexual activities.
- I certify this establishment **will** display or sell books, photos, magazines, videos, or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing, or relating to specified sexual activities.

Alcoholic Beverage Code Certifications – Allow Entry for Inspection

- I agree that I will permit the entry of any officer or investigator who has legal authority for the purpose of inspection; and will permit the removal of all things and articles which may be in violation of the ordinances of Independence, Missouri, and the laws of the State of Missouri or the United States.

Alcoholic Beverage Code Certifications – Restaurant Liquor Sales

- If qualifying as a restaurant:** I certify that at least 50% of the gross sales of the business for which this license application is made will consist of food.

Alcoholic Beverage Code Certifications – Package Liquor Sales

If applying for a package liquor license: I certify that, at all times, I will keep a stock of goods having a value according to my original invoices of at least one thousand dollars (\$1,000.00), exclusive of the inventory value of the fixtures and of the intoxicating liquor, which I shall offer for sale on said premises. Check one of the following:

- This location will have alcohol sales that are less than 90% of gross store sales.
 This location will have alcohol sales that are more than 90% of gross store sales.

Additional Documentation Required

- ① Letter of Explanation – Letter explaining why the application is being submitted by outlining the operations of the business and the use of the liquor license, should it be approved.
- ② A recent photo of the Managing Officer.
- ③ Criminal Record Check – Missouri Highway Patrol criminal record check for the Managing Officer, Sole Owner, or each partner or member of a partnership or LLC.
- ④ Copy of the Managing Officer's paid Missouri personal property tax receipt for year immediately preceding the date of application.
- ⑤ Copy of Missouri voter registration card for the Managing Officer.
- ⑥ Recent photos of the interior and exterior of the premises to be licensed. If the building is under construction, the applicant shall provide a copy of the plans and specifications of the building.
- ⑦ Floorplan of the premises to be licensed including any areas where alcoholic beverages will be stored, sold, or consumed including outdoor patio areas.
- NA* ⑧ Copy of Jackson County Business Property Tax receipt for year immediately preceding date of application. (If the business was new after January 1 of that year, it is exempt from this requirement.)
- ⑨ Business License Application – Applicant must submit a Business License application that includes a letter of "No Tax Due" dated within the previous 90-days for the MO sales tax number provided and a certificate of liability insurance.
- ⑩ License Fee: Check or money order payable to the City of Independence. See page 2 for current annual license fees.

RICHARD T. BRYANT & ASSOCIATES, P.C.

A T T O R N E Y S A T L A W

HARZFELD'S BUILDING
1111 MAIN STREET, SUITE 750
KANSAS CITY, MISSOURI 64105

PHONE (816) 221-9000
FACSIMILIE (816) 221-9010
E-MAIL: DICK2479@aol.com

January 5, 2026

Ms. Jill Dodson
Business Development Manager
City of Independence, Missouri
111 E. Maple Avenue
Independence, Missouri 64050

Re: ZEDZ 3 LLC 3459 Sterling

Dear Jill:

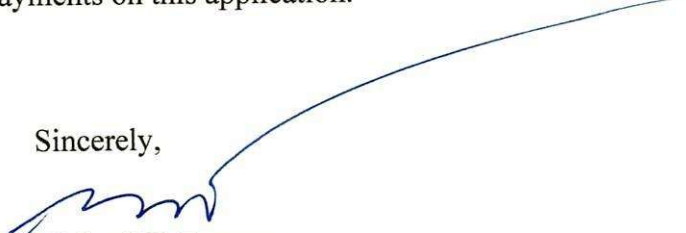
This is an application for ZEDZ 3 LLC (doing business as Zedz 3) which desires to do business in Independence, at its business at the site of the existing business Prime 3 LLC. This application represents their request of approval of package liquor at this site. I believe you will find all the documentation and information requested for the sale original package liquor at their site, and then more. The business license has previously been preliminarily approved by the city. As you are aware, this applicant operates other venues in Independence which are well run and crime free. The only thing that is taking place is that Nizar Rawjaini is taking his business from a single member LLC to a 2 member LLC operated by him, along with new co-member Samir Panjwani. The business will look identical; the trade name will be identical.

This site will continue to operate in the 5500 square foot convenience store functioning as in the past. All sales will continue, and as you can imagine from the small size of the business, liquor offering will be limited. Despite the small percentage of business in liquor, the profit margin will help offset the costs of operating the store.

Let me know if I can provide further information, and please advise of any remaining steps leading to review and approval of this application. Please contact either Anna Brescia or Nancy Clayton if you need to have any advance payments on this application.

Thanks as always.

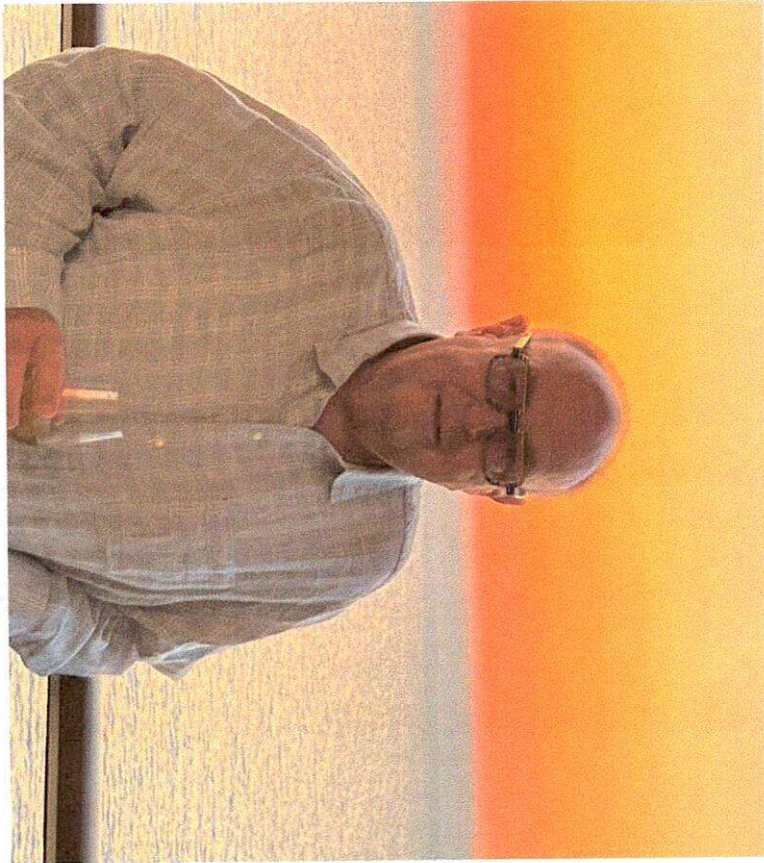
Sincerely,



Richard T. Bryant
For the Firm

ANDREW S. TALGE
Licensed in Kansas, Missouri
andrewtalge@gmail.com

RICHARD T. BRYANT
Licensed in Iowa, Kansas,
Missouri, Washington, D.C.,
Superior Court of the U.S. Virgin Islands
DICK2479@aol.com





No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 01/05/2026

Name (1): NIZAR RAWJANI

Name (2):

Name (3):

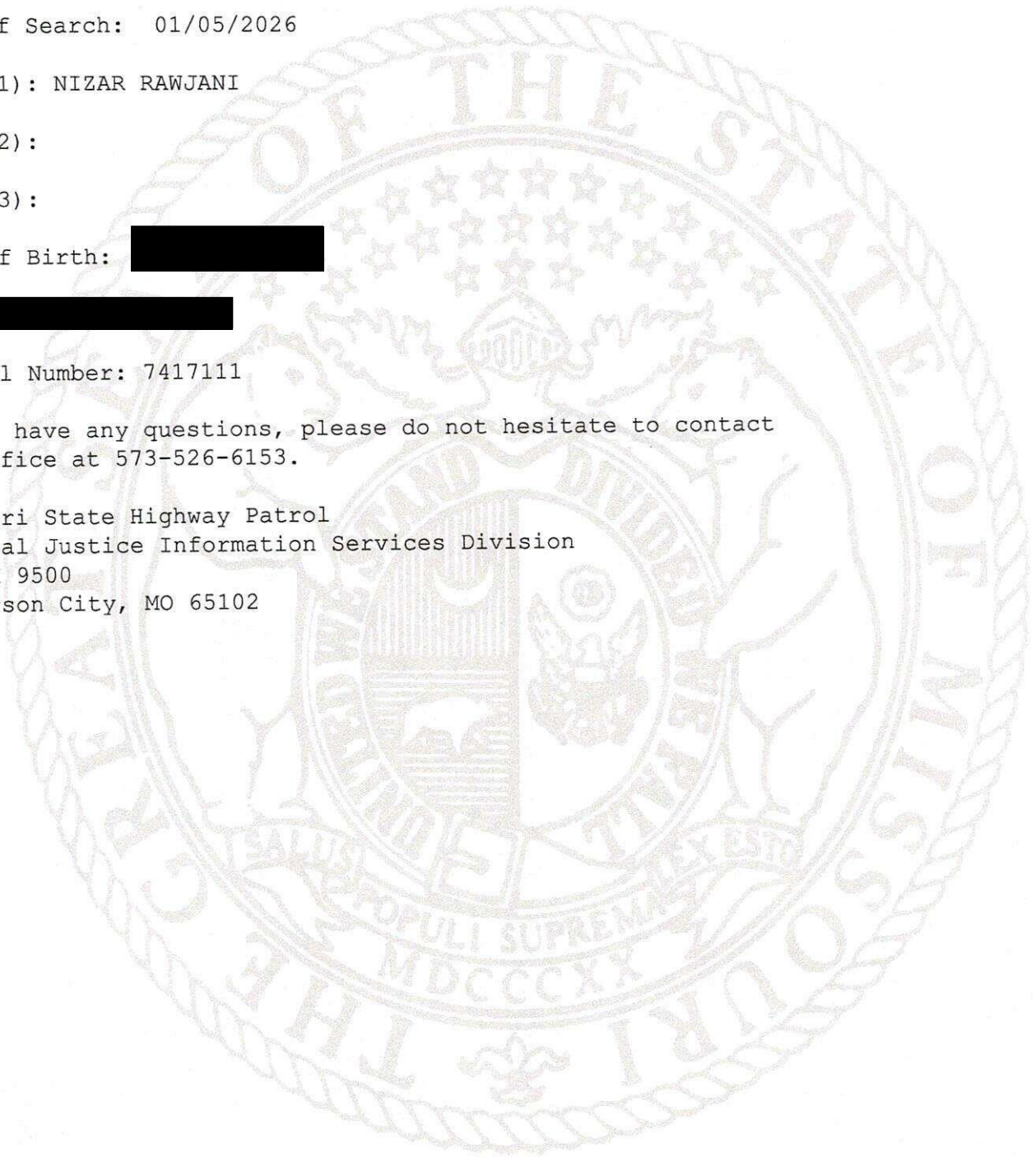
Date Of Birth: [REDACTED]

SSN: [REDACTED]

Control Number: 7417111

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102





No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 01/05/2026

Name (1): SAMIR PANJWANI

Name (2):

Name (3):

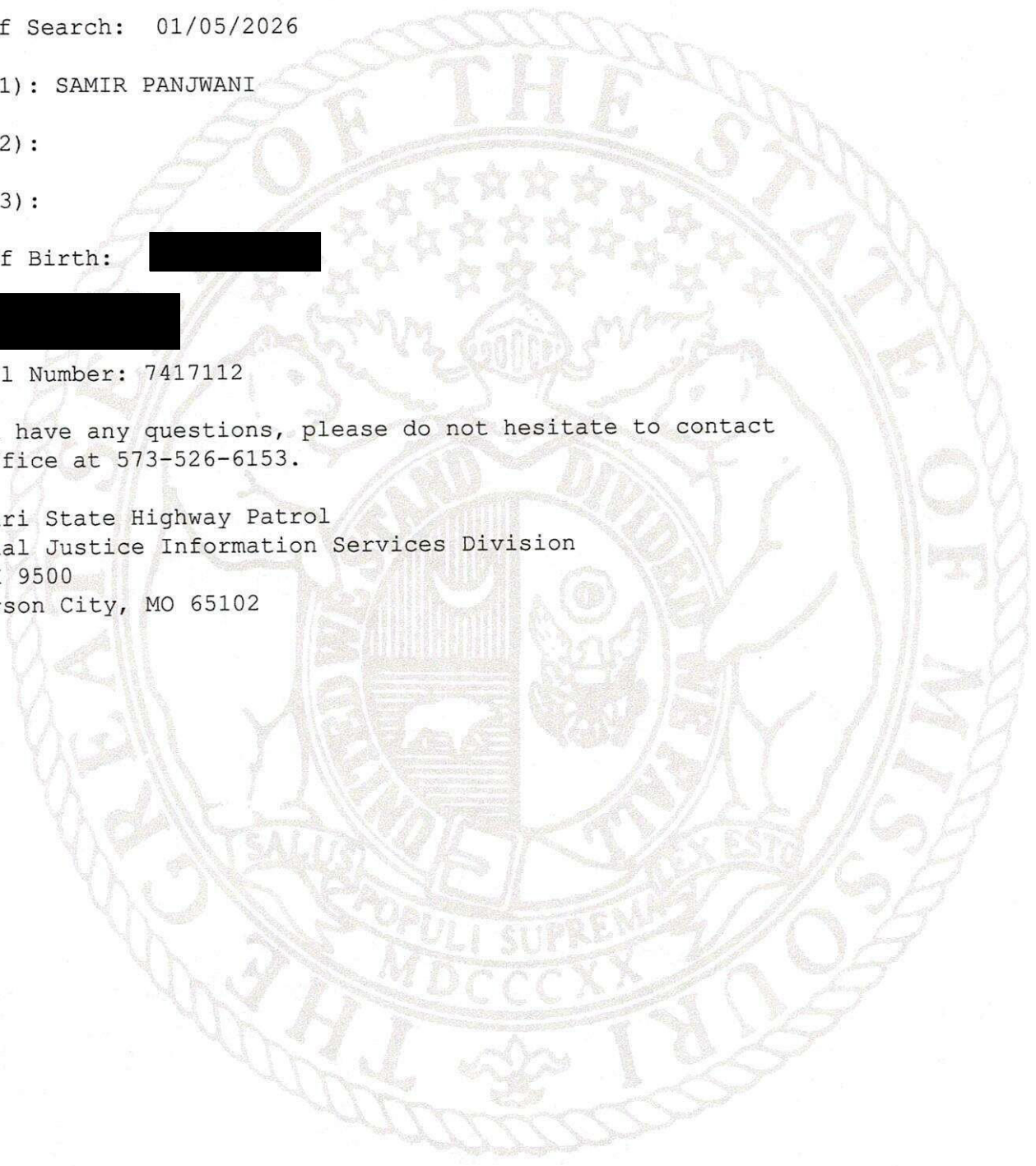
Date Of Birth: [REDACTED]

SSN: [REDACTED]

Control Number: 7417112

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102





No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 01/05/2026

Name (1): RICHARD T BRYANT

Name (2):

Name (3):

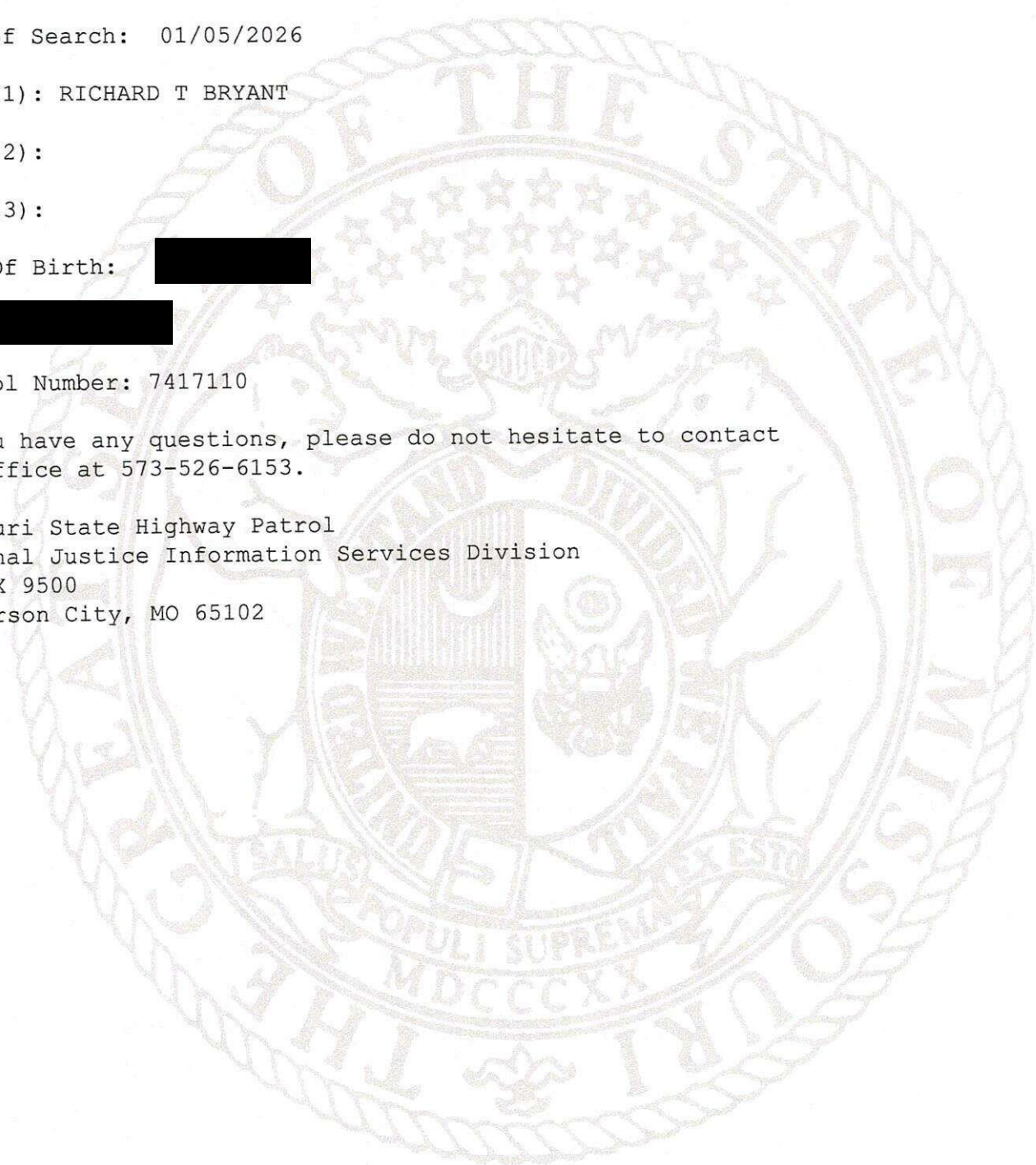
Date Of Birth: [REDACTED]

SSN: [REDACTED]

Control Number: 7417110

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102



Fwd: Thanks for your payment

From dick2479@aol.com <dick2479@aol.com>
Date Thu 11/6/2025 2:57 PM
To nancy rtblawkc.com <nancy@rtblawkc.com>

please print out and put in my scans

From: admin@payitgov.com
To: dick2479@aol.com
Sent: 11/5/2025 11:05:02 AM Central Standard Time
Subject: Thanks for your payment



Your Receipt

Thanks for your payment with **myJacksonCounty**.

Payment Summary

Account: 48-340-19-20-00-0-00-000 Bill:2025-11483176 **\$2,739.96**

Real Property

Richard Bryant

BANK OF AMERICA, N.A. ending in 3582

Paid on November 5, 2025 11:04 AM

Confirmation Number c55ab0e1-e12b-4d38-8b85-879c67e393af

Subtotal **\$2,739.96**

Processing Fee **\$1.25**

Convenience Fee **\$2.00**

Payment Total \$2,743.21

[Get help from Payit Support](#)

Fwd: Thanks for your payment

From dick2479@aol.com <dick2479@aol.com>
Date Thu 11/6/2025 2:57 PM
To nancy rtblawkc.com <nancy@rtblawkc.com>

and same--print and scan to my scans

From: admin@payitgov.com
To: dick2479@aol.com
Sent: 11/5/2025 11:05:52 AM Central Standard Time
Subject: Thanks for your payment



Your Receipt

Thanks for your payment with **myJacksonCounty**.

Payment Summary

Account: 073965748 Bill:2025-10667512 **\$105.04**

Personal Property

Richard Bryant

BANK OF AMERICA, N.A. ending in 3582

Paid on November 5, 2025 11:05 AM

Confirmation Number fccbb956-9be8-4688-af71-ccba1c014aa5

Subtotal **\$105.04**

Processing Fee **\$1.25**

Convenience Fee **\$2.00**

Payment Total \$108.29

[Get help from PayIt Support](#)

Kansas City Board
of Election Commissioners
30 W. Pershing Rd., Suite 2800
Kansas City, MO 64108

RETURN SERVICE REQUESTED



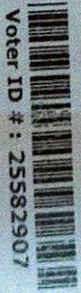
To vote, you must present a form of identification from the following list: a Missouri or United State government-issued photo ID such as a driver license, nondriver license, passport, or military ID, ID from a Missouri university, college, vocational or technical school, utility bill, bank statement, government check, paycheck, or another government issued document showing your name and address. If you do not present any of identification listed above, you may cast a provisional ballot. If you need assistance obtaining a photo ID to vote, please contact the Secretary of State's office at (866) 868-3245.

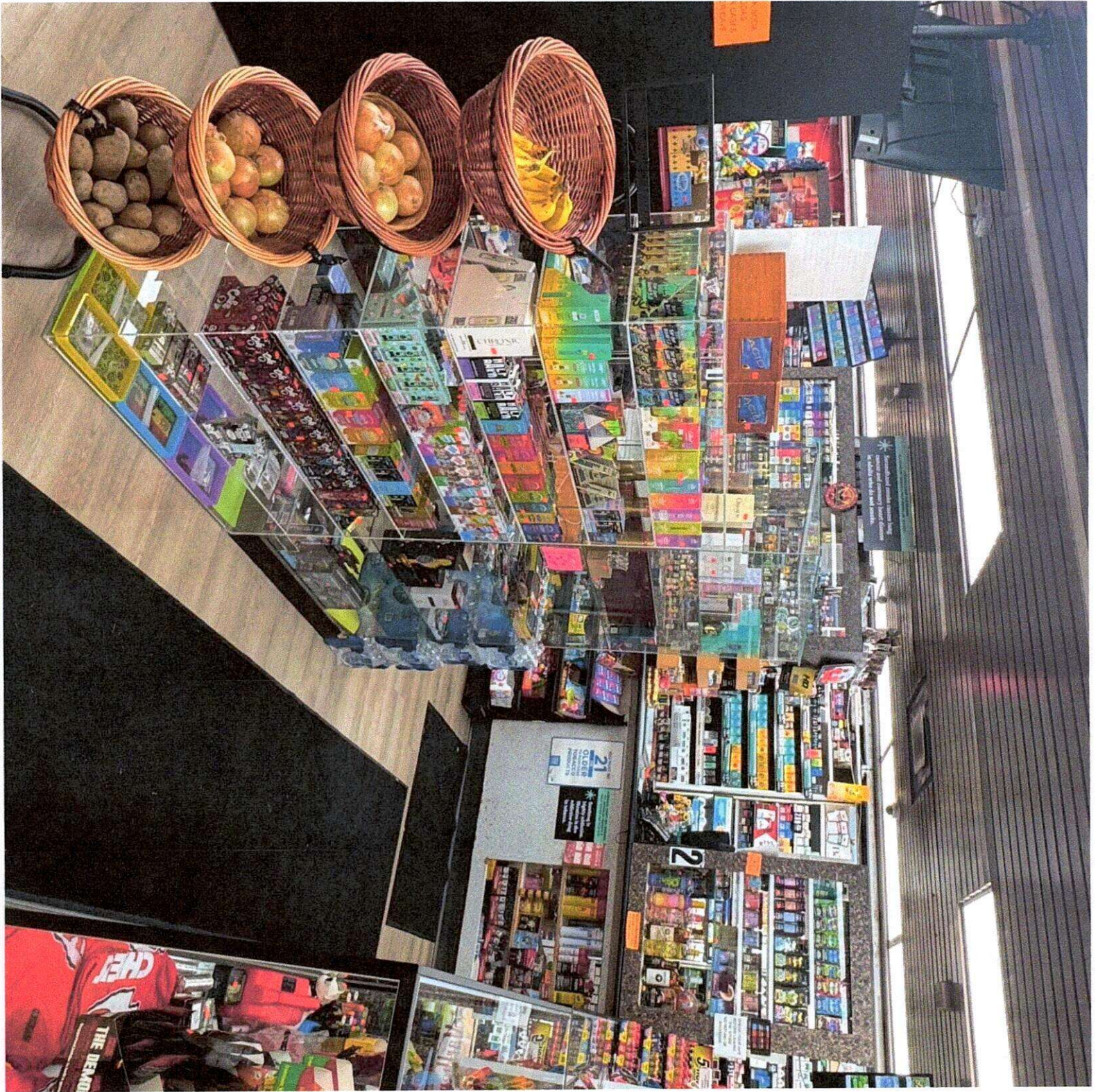
**SEE VOTER NOTIFICATION CARD
FOR POLLING LOCATION**

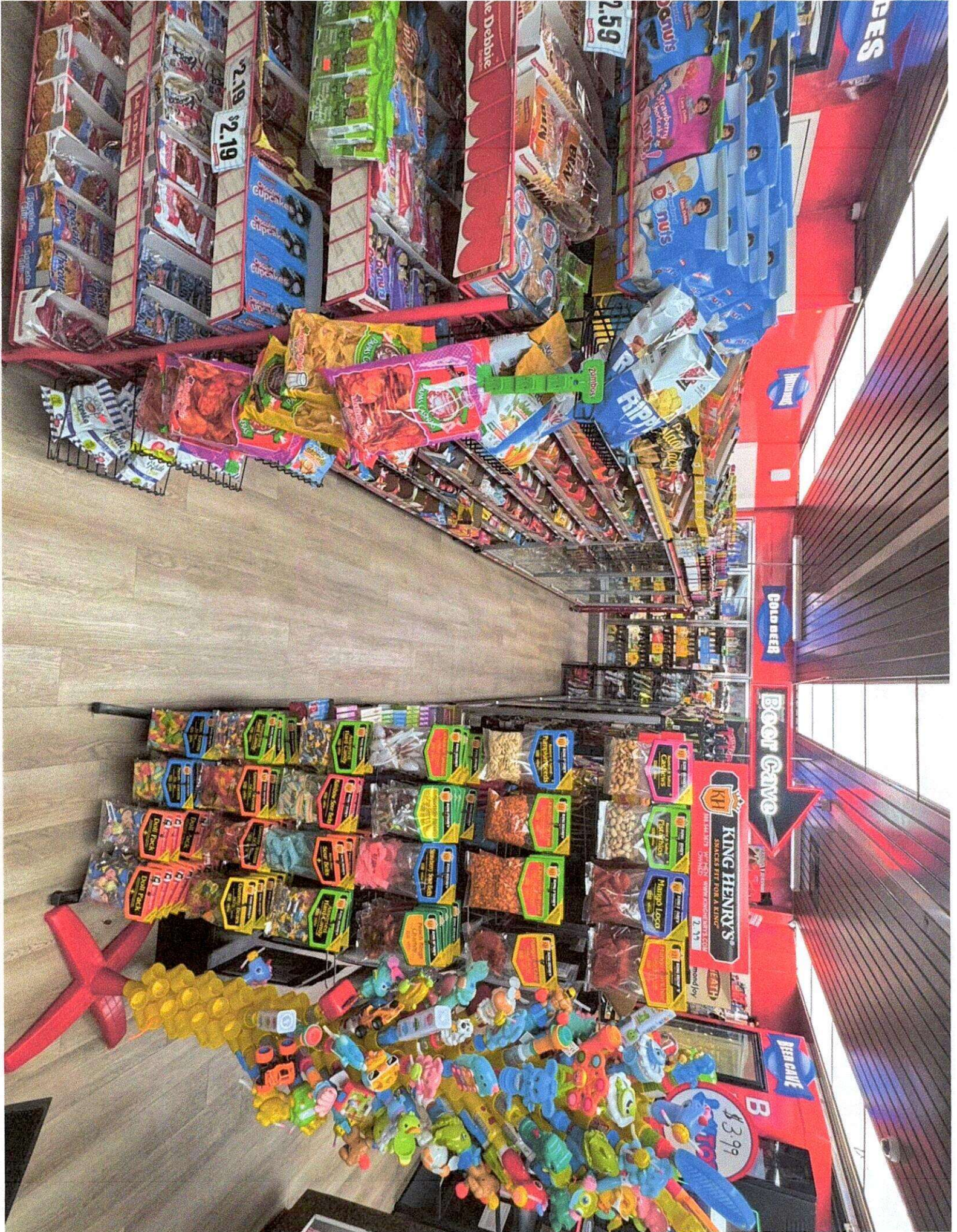
- Election Districts**
- US Representative District 5
 - State Senate District 7
 - State House District 25
 - County Legislative District 04
 - City Council District 06
 - Metro Community College District 02
 - Center School District

This is a Voter Identification Card

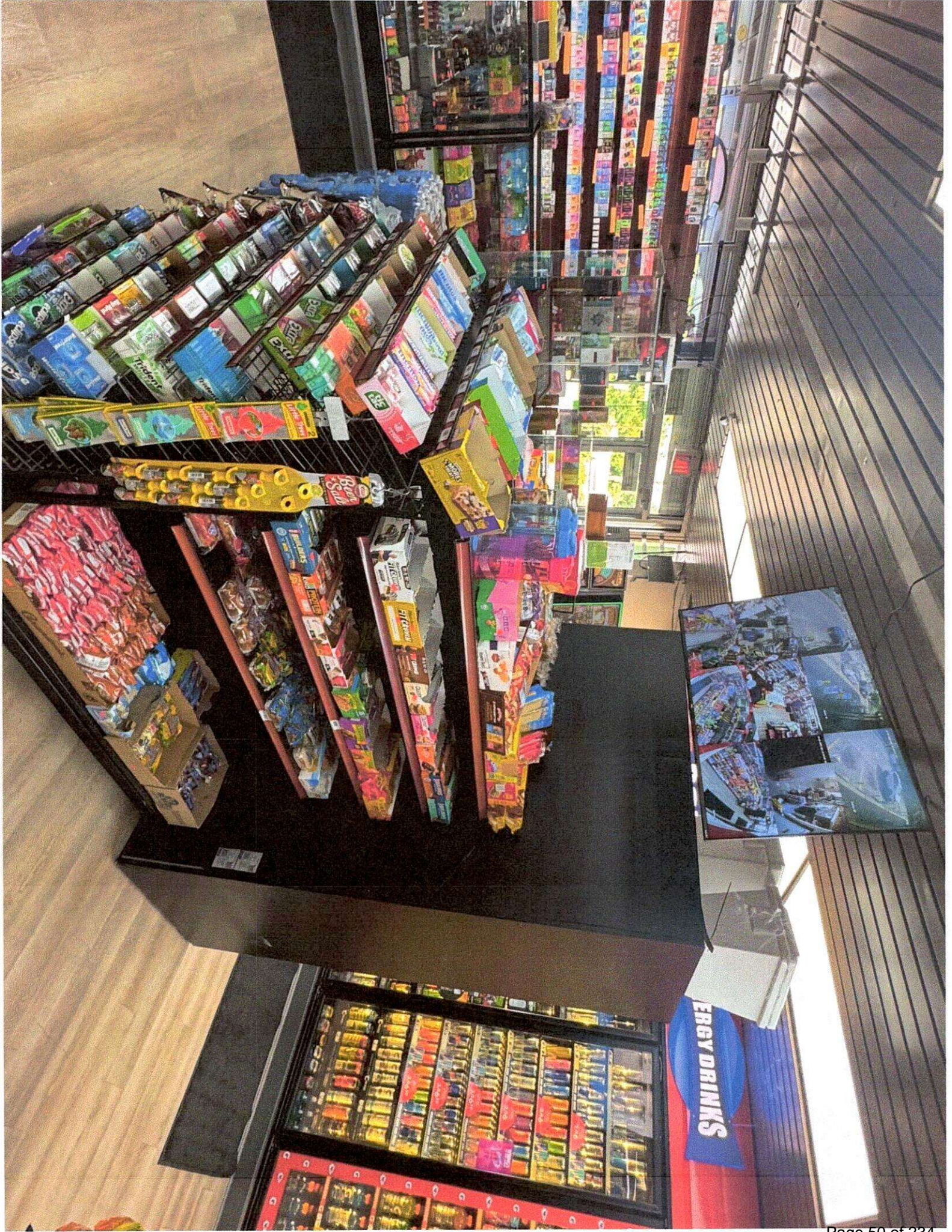
Kansas City
Ward/Precinct : 10.02 - 10
Registration Date : 11/30/1970
BRYANT, RICHARD TODD
700 W 91ST ST
KANSAS CITY MO 64114











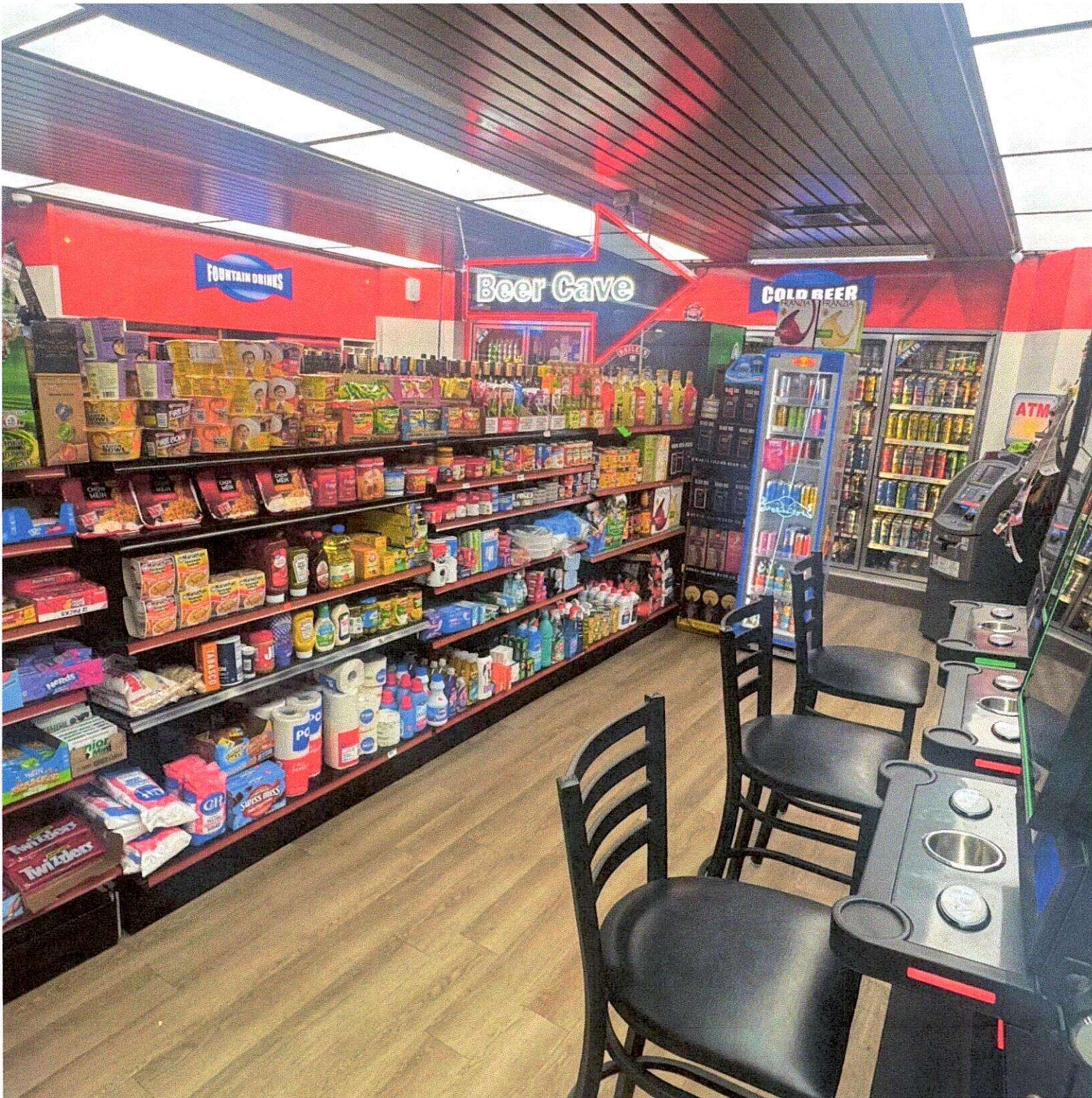
SODA

ENERGY DRINKS

WATER

JUICES



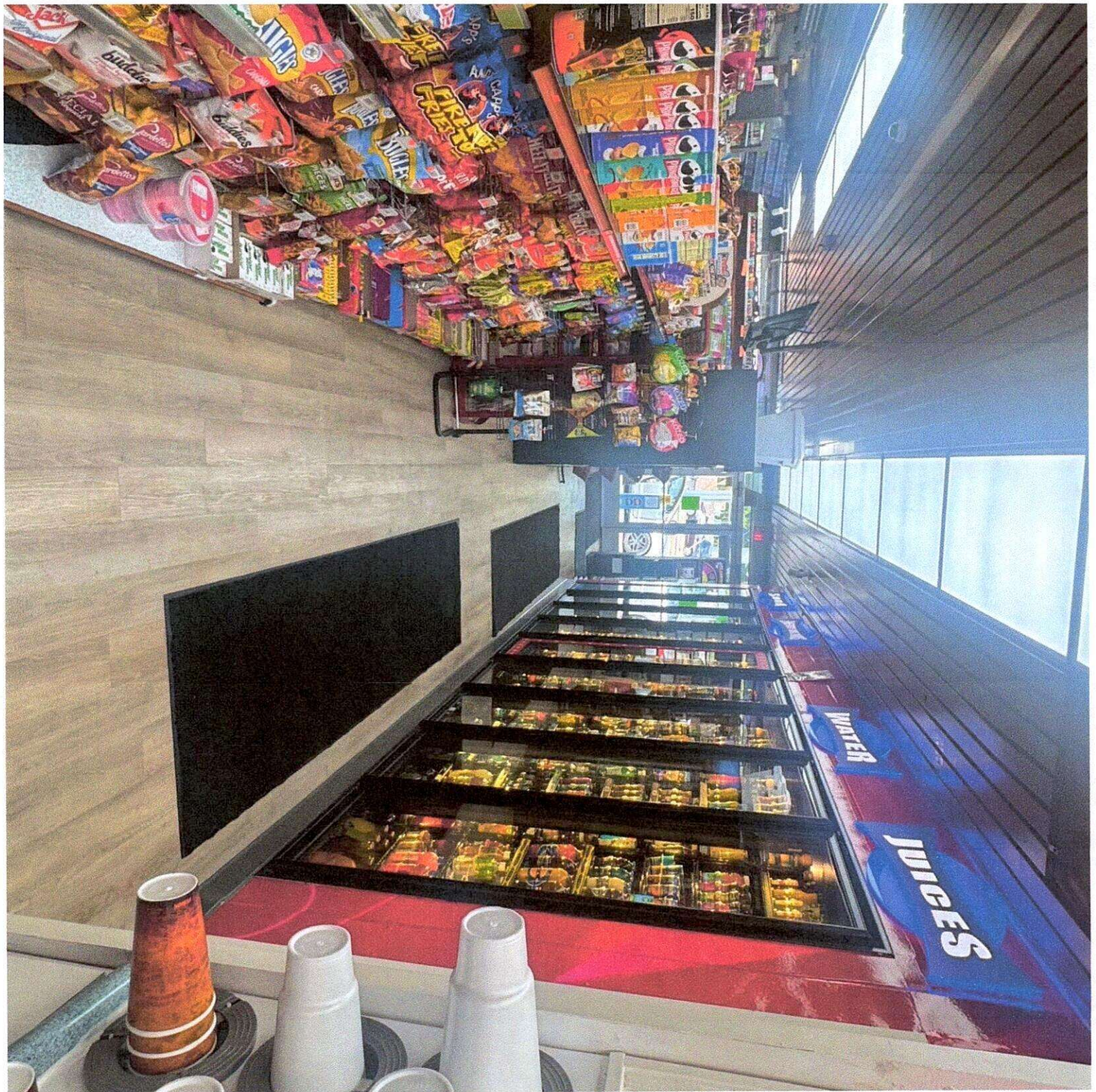


ENERGY DRINKS

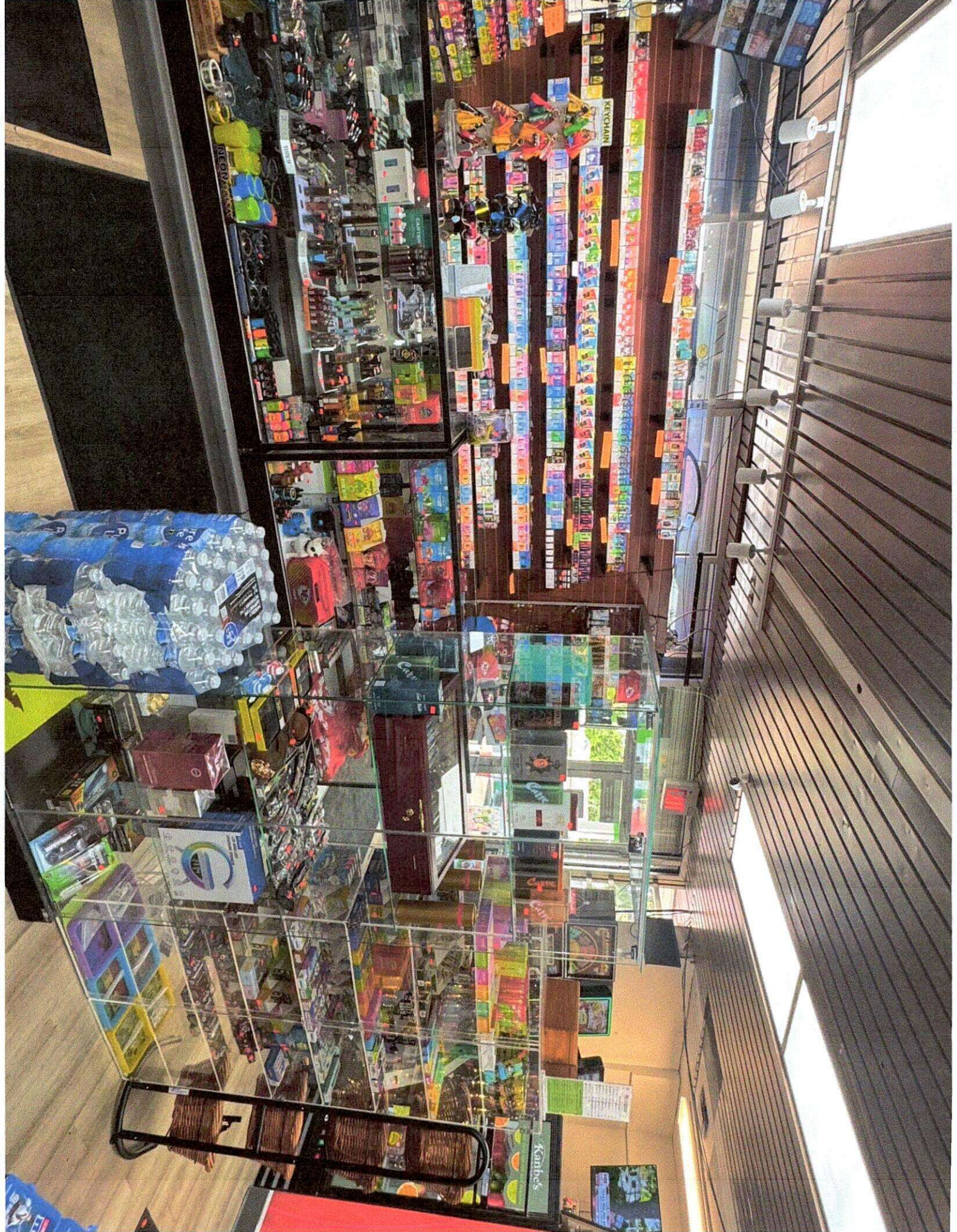
WINNER
NIN ON LOSE
YESTERDAY - TODAY
TOMORROW

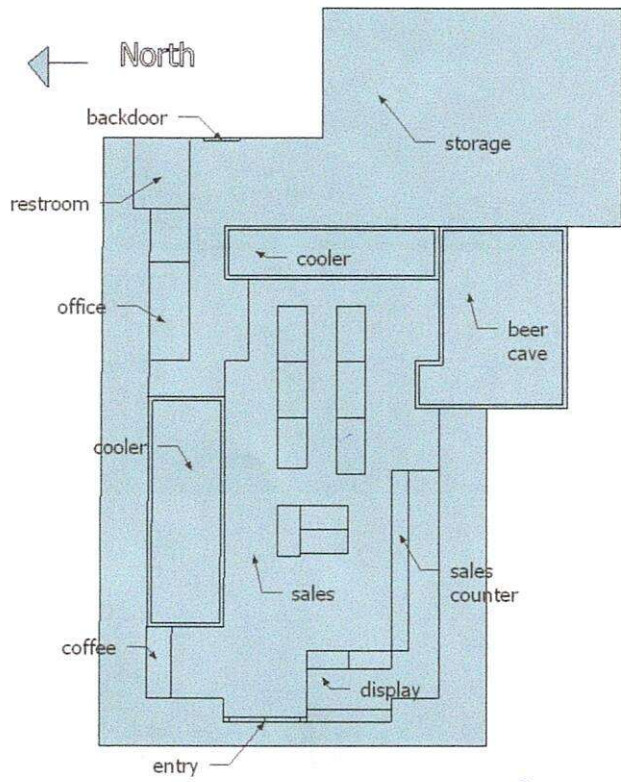
WATER











3450 S Sterling Ave
Independence, Missouri



Phone: (816) 325-7930
Email: ucs@indepmo.org

Billing Information

Richard Bryant
1111 Main
Kansas City, MO 64105
dick2479@aol.com

Transaction Detail

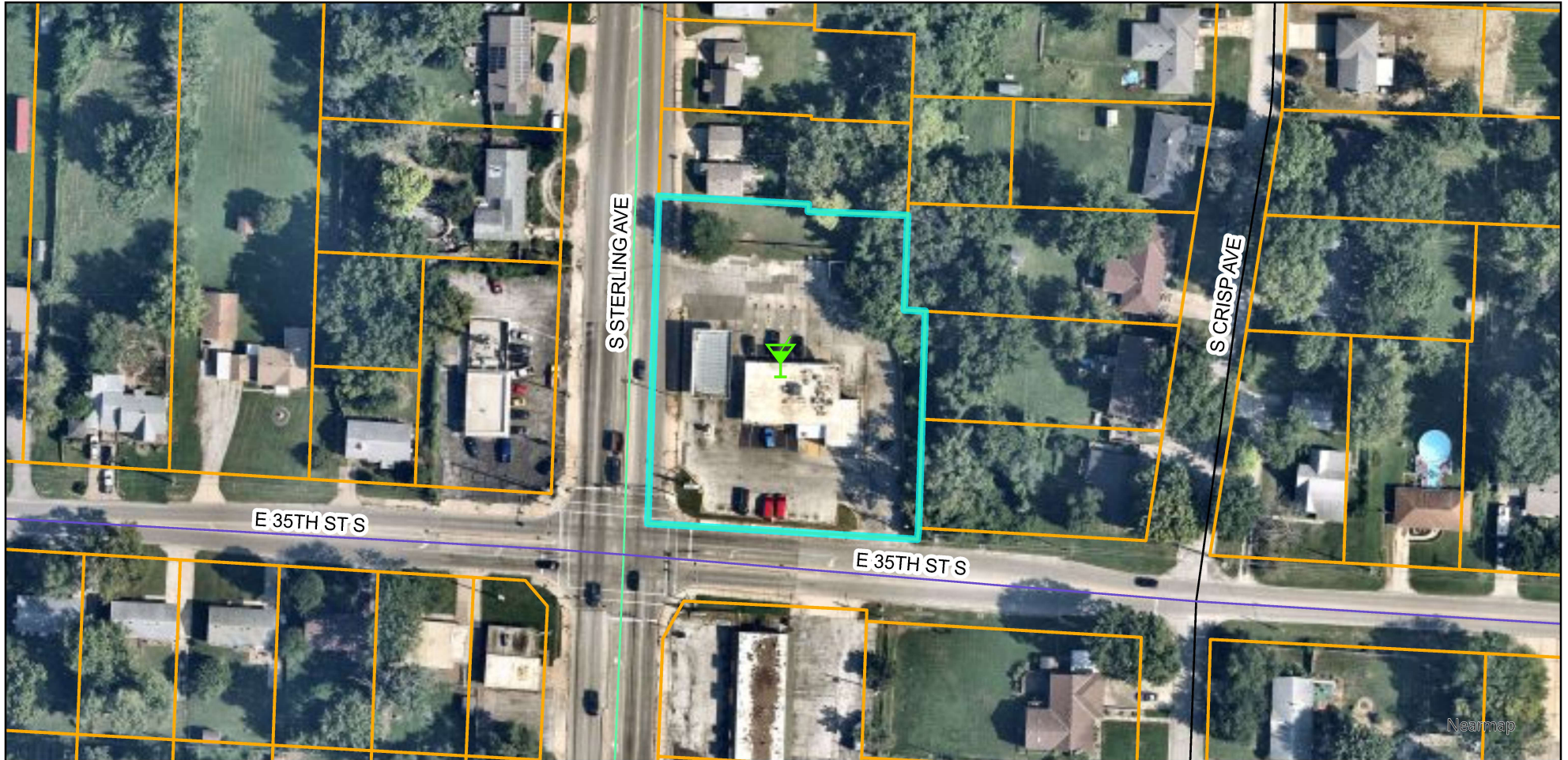
Mastercard
XXXXXXXXXXXX0928
1/5/2026 11:45:09 AM
Approved 05278Z

Invoices

Type	Account #	Invoice #	Amount
Business License Pay Outstanding Balance	114499::110	INV-108745	\$165.00
		SUBTOTAL	\$165.00
		SERVICE FEE	\$4.87
		GRAND TOTAL	\$169.87

Aerial Imagery

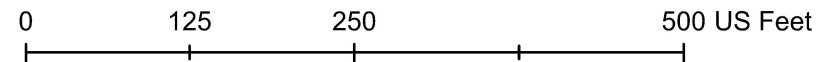
3459 S Sterling Ave



Legend

 Parcels

 Liquor Licenses-Active

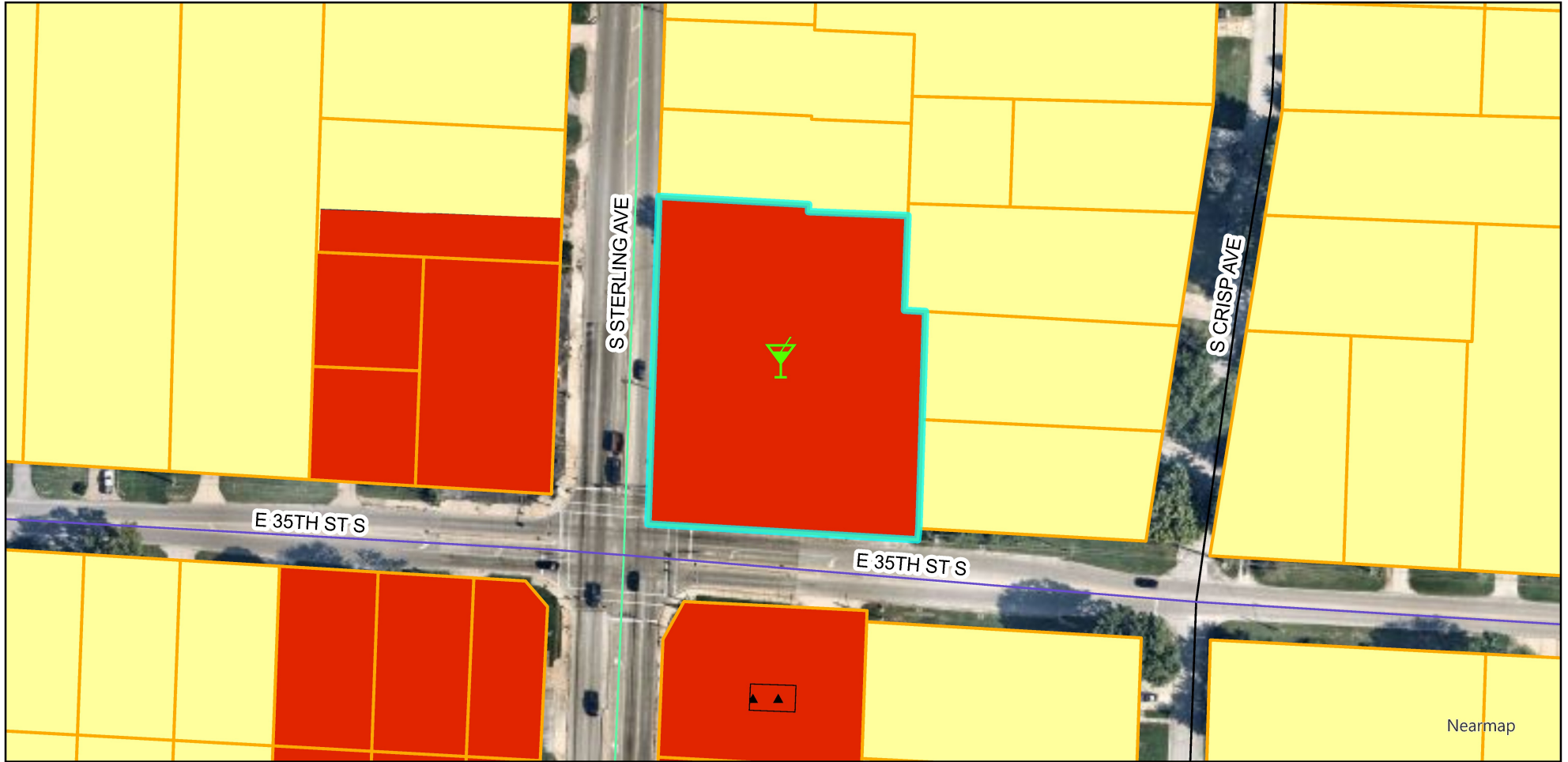


Prepared For: City Council
Meeting Date: March 16, 2026



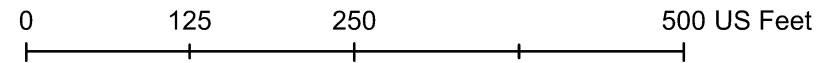
Zoning Map

3459 S Sterling Ave



Legend

- Parcels
- Liquor Licenses-Active
- Zoning District**
- C-2/SUP
- C-2
- R-6



Prepared For: City Council
 Meeting Date: March 16, 2026



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve pricing agreements with Complete Lawn Care Professionals, LLC and Galvan's Lawn & Landscape, LLC for calendar year 2026 with three (3) one-year renewal periods for mowing services for various city departments. **Approved**

Recommendations:

Council approval is recommended.

Background:

There are 42 City-owned locations between the Parks, Recreation and Tourism Department, Independence Power and Light Department, and the Municipal Services- Water Division that require regular mowing, weeding, and trimming.

The Procurement Division issued an Invitation to Bid (ITB) #25002 on January 22, 2025, for mowing services. The ITB was published through the Public Purchase e-procurement website, which notified 91 potential bidders, and 14 accessed the ITB.

The ITB closed on February 10, 2025. Seven (7) bids were received. Two were determined to be incomplete. Due to the number of sites, two (2) contractors were selected.

After staff review, Complete Lawn Care Professionals, LLC's bid was determined to be the lowest responsive and responsible bid for PRT and IPL properties. Galvan's Lawn and Landscape, LLC was determined to be the lowest responsive and responsible bid for the Municipal Services Division (Water locations).

The invitation to bid was received in calendar year 2025 that covered half of the fiscal period of FY2024-2025 and the first half of FY 2025-26.

All three Departments were satisfied with the service provided in calendar year 2025.

Fiscal impact totals below show the cost over the three-year period allowed by contract renewals. The line item amounts represent what is allocated in the current fiscal year.

Emergency Justification:**Fiscal Impact:**

Parks and Recreation — The fiscal impact to the City totals \$389,520. Funding is included in the fiscal year 2025-26 adopted budget:

- page 153, for \$1,680 from 0126041-5211,
- page 163 for \$15,170 from 0126046-5211,
- page 173, for \$600 from 0046062-5211,
- page 175, for \$17,480 from 0046063-5211,
- page 179, for \$3,300 from 0026015-5211,
- And page 345 for \$2,244 from 0026505-5211-002, \$816 from 0026505-5211-020 \$1,380 from 0026505-5211-040, \$592 from 0026505-5211-030, and \$1,768 from 0026505-5211-095.

IPL - The fiscal impact to the City totals \$262,320. Funding is included in the fiscal year 2025-26 adopted budget:

- page 322, for \$12,780 from 0206150-5240- 93510022,
- page 317, for \$2,925 from 0206122-5211-93520022,
- And page 317, for \$10,650 from 0206122-5211-93510022.

Municipal Services - Water - The fiscal impact to the City totals \$808,260. Funding is included in the fiscal year 2025-26 adopted budget:

- page 232, from 4830-5226 for \$76,620.

All future years' expenditures are subject to annual budget appropriations.

Council Action:

Department / Parks, Recreation and Tourism /
Contact

REVIEWERS

Morris Heide
 Melissa Cabrera
 Jeremy Cover
 Lisa Reynolds
 Susanne Holland

ATTACHMENTS:

1. ITB # 25002 Mowing Services Bid Summary for Council
2. ITB # 25002 Mowing Services Bid Detail for Council

ITB #25002 - Mowing Services for City of Independence

Year 1	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal lawn Care Solutions LLC	Mowers Ahead LLC
Parks Areas	\$ 98,900	\$ 147,185	\$ 197,470	\$ 150,000	\$ -	\$ 161,598	\$ 26,520
IPL Areas	\$ 69,800	\$ 75,960	\$ 113,560	\$ 85,600	\$ -	\$ -	\$ 15,600
MS-Water Areas	\$ -	\$ -	\$ 220,680	\$ 204,180	\$ 207,000	\$ -	\$ -
Total Bid Amount:	\$ 168,700	\$ 223,145	\$ 531,710	\$ 439,780	\$ 207,000	\$ 161,598	\$ 42,120

Year 2	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal lawn Care Solutions LLC	Mowers Ahead LLC
Parks Areas	\$ 100,500	\$ 147,185	\$ 205,240	\$ 150,000	\$ -	\$ -	\$ -
IPL Areas	\$ 70,280	\$ 75,960	\$ 114,520	\$ 85,600	\$ -	\$ -	\$ -
MS-Water Areas	\$ -	\$ -	\$ 222,490	\$ 204,180	\$ 208,210	\$ -	\$ -
Total Bid Amount:	\$ 170,780	\$ 223,145	\$ 542,250	\$ 439,780	\$ 208,210	\$ -	\$ -

Year 3	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal lawn Care Solutions LLC	Mowers Ahead LLC
Parks Areas	\$ 100,500	\$ 147,185	\$ 204,300	\$ 154,500	\$ -	\$ -	\$ 60,180
IPL Areas	\$ 64,280	\$ 75,960	\$ 118,360	\$ 88,151	\$ -	\$ -	\$ -
MS-Water Areas	\$ -	\$ -	\$ 213,890	\$ 210,305	\$ 211,180	\$ -	\$ -
Total Bid Amount:	\$ 164,780	\$ 223,145	\$ 536,550	\$ 452,957	\$ 211,180	\$ -	\$ 60,180

Year 4	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal lawn Care Solutions LLC	Mowers Ahead LLC
Parks Areas	\$ 94,960	\$ 147,185	\$ 204,300	\$ 154,500	\$ -	\$ -	\$ -
IPL Areas	\$ 63,880	\$ 75,960	\$ 118,360	\$ 88,168	\$ -	\$ -	\$ -
MS-Water Areas	\$ -	\$ -	\$ 213,890	\$ 210,305	\$ 215,740	\$ -	\$ -
Total Bid Amount:	\$ 158,840	\$ 223,145	\$ 536,550	\$ 452,973	\$ 215,740	\$ -	\$ -

Year 5	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal lawn Care Solutions LLC	Mowers Ahead LLC
Parks Areas	\$ 93,560	\$ 147,185	\$ 204,300	\$ 154,500	\$ -	\$ -	\$ -
IPL Areas	\$ 63,880	\$ 75,960	\$ 118,360	\$ 88,168	\$ -	\$ -	\$ -
MS-Water Areas	\$ -	\$ -	\$ 213,890	\$ 210,305	\$ 220,950	\$ -	\$ -
Total Bid Amount:	\$ 157,440	\$ 223,145	\$ 536,550	\$ 452,973	\$ 220,950	\$ -	\$ -

Total all 5 years	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal lawn Care Solutions LLC	Mowers Ahead LLC
Parks Areas	\$ 488,420	\$ 735,927	\$ 1,015,610	\$ 763,500	\$ -	\$ 161,598	\$ 86,700
IPL Areas	\$ 332,120	\$ 379,800	\$ 583,160	\$ 435,687	\$ -	\$ -	\$ 15,600
MS-Water Areas	\$ -	\$ -	\$ 1,084,840	\$ 1,039,276	\$ 1,063,080	\$ -	\$ -
Total Bid Amount:	\$ 820,540	\$ 1,115,727	\$ 2,683,610	\$ 2,238,463	\$ 1,063,080	\$ 161,598	\$ 102,300

Note 1: *In red are incomplete bids.*

TOTAL BID AWARD:

\$ 1,859,816

Note 2: *Did not have to bid on all departments.*

Note 3: *No more than two areas will be awarded to one vendor.*

Recommendation:

\$ 820,540 Parks and IPL Areas awarded to Complete Lawn Professionals LLC

\$ 1,039,276 MS-Water Areas awarded to Galvan's Lawn & Landscape

Bid ITB #25002 - Mowing Services for City of Independence
 End Date 2025-02-10 02:00 PM CST

Vendor: Complete Lawn Professionals LLC Crown Cuts Lawncare LLC DLLC-DuPree Landscaping & Lawn Care LLC Galvan's Lawn & Landscape LLC Level Change Lawn Care EyedeaLawn Care Solution LLC Mowers Ahead LLC

Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
YEAR 1																		
Parks Department Areas:																		
Year 1, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	32	Weekly	150	4800	165	5280	795	25440	525.75	16824	0	0	512	16384	470	15040
Year 1, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Spring	4700	4700	1908	1908	3250	3250	5970	5970	0	0	9973	9973	3500	3500
Year 1, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Fall	2900	2900	1908	1908	3250	3250	1550	1550	0	0	9973	9973	3500	3500
Year 1, Location 2, Parks Department	Independence Communications Center - 17220 Medical Center Parkway per specification	Independence Communications Center - 17220 Medical Center Parkway per specification	32	Weekly	250	8000	165	5280	665	21280	200	6400	0	0	399	12768	140	4480
Year 1, Location 3, Parks Department	1827 Log Courthouse - 107 West Kansas Ave	1827 Log Courthouse - 107 West Kansas Ave	32	Weekly	40	1280	55	1760	75	2400	40	1280	0	0	55	1760	0	0
Year 1, Location 4, Parks Department	Model Railroad Museum - 318 W Pacific Ave	Model Railroad Museum - 318 W Pacific Ave	32	Weekly	175	5600	300	9600	365	11680	250	8000	0	0	235	7520	0	0
Year 1, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Bingham Waggoner Estate - 313 W Pacific Ave	32	Weekly	350	11200	1125	36000	1305	41760	770	24640	0	0	1150	36800	0	0
Year 1, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3300	6600	7651.87	15303.74	2375	4750	7000	14000	0	0	4100	8200	0	0
Year 1, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Vaile Mansion - 1500 N Liberty St	32	Weekly	250	8000	475	15200	625	20000	388	12416	0	0	530	16960	0	0
Year 1, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3500	7000	3682	7364	3585	7170	4150	8300	0	0	2430	4860	0	0
Year 1, Location 7, Parks Department	Truman Memorial - 416 W Maple Ave	Truman Memorial - 416 W Maple Ave	32	Weekly	50	1600	75	2400	125	4000	75	2400	0	0	55	1760	0	0
Year 1, Location 8, Parks Department	North Bess Truman Parkway	North Bess Truman Parkway	32	Weekly	140	4480	215	6880	355	11360	250	8000	0	0	285	9120	0	0
Year 1, Location 9, Parks Department	Truman Depot (Amtrak) - 600 South Grand Ave	Truman Depot (Amtrak) - 600 South Grand Ave	32	Weekly	75	2400	85	2720	185	5920	90	2880	0	0	160	5120	0	0
Year 1, Location 10, Parks Department	Santa Fe Park - 2900 S Santa Fe Rd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	4500	9000	5930.32	11860.64	4825	9650	5000	10000	0	0	3400	6800	0	0
Year 1, Location 11, Parks Department	Van Hook - 3231 S Shrank Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	6800	13600	7651.87	15303.74	8595	17190	8000	16000	0	0	4200	8400	0	0
Year 1, Location 12, Parks Department	Mill Creek - 1717 N River Blvd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3870	7740	4208.6	8417.2	4185	8370	5670	11340	0	0	2600	5200	0	0
TOTAL PARKS AREAS						\$ 98,900		\$ 147,185		\$ 197,470		\$ 150,000		\$ -		\$ 161,598	Incomplete	\$ 26,520

Bid ITB #25002 - Mowing Services for City of Independence
 End Date 2025-02-10 02:00 PM CST

Vendor: Complete Lawn Professionals LLC Crown Cuts Lawn care LLC DLLC-DuPree Landscaping & Lawn Care LLC Galvan's Lawn & Landscape LLC Level Change Lawn Care EyedeaLawn Care Solution LLC Mowers Ahead LLC

Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
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Power & Light Department Areas:

Year 1, Location 1, Power and Light Department	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	24	Every 10 Days	350	8400	525	12600	835	20040	550	13200	0	0	0	0	0	0
Year 1, Location 2, Power and Light Department	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	24	Every 10 Days	75	1800	95	2280	125	3000	75	1800	0	0	0	0	0	0
Year 1, Location 3, Power and Light Department	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	24	Every 10 Days	100	2400	165	3960	165	3960	120	2880	0	0	0	0	0	0
Year 1, Location 4, Power and Light Department	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	24	Every 10 Days	100	2400	160	3840	165	3960	125	3000	0	0	0	0	0	0
Year 1, Location 5, Power and Light Department	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	24	Every 10 Days	75	1800	85	2040	125	3000	75	1800	0	0	0	0	0	0
Year 1, Location 6, Power and Light Department	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	24	Every 10 Days	100	2400	125	3000	185	4440	125	3000	0	0	0	0	0	0
Year 1, Location 7, Power and Light Department	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	24	Every 10 Days	140	3360	225	5400	185	4440	150	3600	0	0	0	0	0	0
Year 1, Location 8, Power and Light Department	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	24	Every 10 Days	90	2160	90	2160	165	3960	75	1800	0	0	0	0	0	0
Year 1, Location 9, Power and Light Department	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	24	Every 10 Days	150	3600	200	4800	310	7440	225	5400	0	0	0	0	0	0

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Vendor:	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal Lawn Care Solution LLC	Mowers Ahead LLC
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Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 1, Location 10, Power and Light Department	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	24	Every 10 Days	100	2400	140	3360	150	3600	150	3600	0	0	0	0	0	0
Year 1, Location 11, Power and Light Department	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	24	Every 10 Days	60	1440	85	2040	120	2880	150	3600	0	0	0	0	0	0
Year 1, Location 12, Power and Light Department	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	24	Every 10 Days	180	4320	275	6600	285	6840	235	5640	0	0	0	0	0	0
Year 1, Location 13, Power and Light Department	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	24	Every 10 Days	100	2400	125	3000	110	2640	165	3960	0	0	0	0	0	0
Year 1, Location 14, Power and Light Department	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	24	Every 10 Days	130	3120	145	3480	235	5640	300	7200	0	0	0	0	0	0
Year 1, Location 15, Power and Light Department	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	24	Every 10 Days	325	7800	225	5400	495	11880	380	9120	0	0	0	0	650	15600
Year 1, Location 16, Power and Light Department	Rockwood - 2400 Maywood	Rockwood - 2400 Maywood	8	Once a Month	2500	20000	1500	12000	3230	25840	2000	16000	0	0	0	0	0	0
TOTAL IPL AREAS						\$ 69,800		\$ 75,960		\$ 113,560		\$ 85,600		\$ -		\$ -	Incomplete	\$ 15,600

Municipal Services Department - Water Division Areas:

Year 1, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	32	Weekly	0	0	0	0	270	8640	125	4000	150	4800	0	0	0	0
Year 1, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	315	630	780	1560	300	600	0	0	0	0
Year 1, Location 2, Municipal Services Water Division	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	32	Weekly	0	0	0	0	260	8320	225	7200	250	8000	0	0	0	0

Bid
End Date

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2025-02-10 02:00 PM CST

Vendor:

Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal Lawn Care Solution LLC	Mowers Ahead LLC
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Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 1, Location 3, Municipal Services Water Division	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	32	Weekly	0	0	0	0	125	4000	80	2560	100	3200	0	0	0	0
Year 1, Location 4, Municipal Services Water Division	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	32	Weekly	0	0	0	0	145	4640	75	2400	100	3200	0	0	0	0
Year 1, Location 5, Municipal Services Water Division	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	32	Weekly	0	0	0	0	215	6880	80	2560	100	3200	0	0	0	0
Year 1, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	32	Weekly	0	0	0	0	125	4000	250	8000	100	3200	0	0	0	0
Year 1, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	195	390	780	1560	300	600	0	0	0	0
Year 1, Location 7, Municipal Services Water Division	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	32	Weekly	0	0	0	0	85	2720	65	2080	75	2400	0	0	0	0
Year 1, Location 8, Municipal Services Water Division	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	32	Weekly	0	0	0	0	3705	118560	3800	121600	4250	136000	0	0	0	0
Year 1, Location 9, Municipal Services Water Division	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	6	6 times per contract period	0	0	0	0	450	2700	525	3150	700	4200	0	0	0	0
Year 1, Location 10, Municipal Services - Water Division	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	32	Weekly	0	0	0	0	540	17280	480	15360	450	14400	0	0	0	0
Year 1, Location 11, Municipal Services - Water Division	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	6	6 times per contract period	0	0	0	0	155	930	525	3150	400	2400	0	0	0	0

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Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 1, Location 12, Municipal Services - Water Division	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	32	Weekly	0	0	0	0	365	11680	200	6400	450	14400	0	0	0	0
Year 1, Location 13, Municipal Services - Water Division	North Well Field Levee - Approximate size - 3 acres.	North Well Field Levee - Approximate size - 3 acres.	6	6 times per contract period	0	0	0	0	245	1470	300	1800	400	2400	0	0	0	0
Year 1, Location 14, Municipal Services - Water Division	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	32	Weekly	0	0	0	0	870	27840	650	20800	125	4000	0	0	0	0
TOTAL MS-WATER AREAS						\$ -		\$ -		\$ 220,680		\$ 204,180		\$ 207,000		\$ -		\$ -

YEAR 1 SUBTOTALS \$ 168,700 \$ 223,145 \$ 531,710 \$ 439,780 \$ 207,000 \$ 161,598 \$ 42,120

YEAR 2

Parks Department Areas:

Year 2, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	32	Weekly	175	5600	165	5280	835	26720	525.75	16824	0	0	0	0	0	0
Year 2, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Spring	4700	4700	1908	1908	3350	3350	5970	5970	0	0	0	0	0	0
Year 2, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Fall	2900	2900	1908	1908	3350	3350	1550	1550	0	0	0	0	0	0
Year 2, Location 2, Parks Department	Independence Communications Center - 17220 Medical Center Parkway per specification	Independence Communications Center - 17220 Medical Center Parkway per specification	32	Weekly	275	8800	165	5280	665	21280	200	6400	0	0	0	0	0	0
Year 2, Location 3, Parks Department	1827 Log Courthouse - 107 West Kansas Ave	1827 Log Courthouse - 107 West Kansas Ave	32	Weekly	40	1280	55	1760	75	2400	40	1280	0	0	0	0	0	0
Year 2, Location 4, Parks Department	Model Railroad Museum - 318 W Pacific Ave	Model Railroad Museum - 318 W Pacific Ave	32	Weekly	175	5600	300	9600	365	11680	250	8000	0	0	0	0	0	0
Year 2, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Bingham Waggoner Estate - 313 W Pacific Ave	32	Weekly	350	11200	1125	36000	1305	41760	770	24640	0	0	0	0	0	0

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Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 2, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3300	6600	7651.87	15303.74	3250	6500	7000	14000	0	0	0	0	0	0
Year 2, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Vaile Mansion - 1500 N Liberty St	32	Weekly	250	8000	475	15200	625	20000	388	12416	0	0	0	0	0	0
Year 2, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3500	7000	3682	7364	3585	7170	4150	8300	0	0	0	0	0	0
Year 2, Location 7, Parks Department	Truman Memorial - 416 W Maple Ave	Truman Memorial - 416 W Maple Ave	32	Weekly	50	1600	75	2400	135	4320	75	2400	0	0	0	0	0	0
Year 2, Location 8, Parks Department	North Bess Truman Parkway	North Bess Truman Parkway	32	Weekly	140	4480	215	6880	355	11360	250	8000	0	0	0	0	0	0
Year 2, Location 9, Parks Department	Truman Depot (Amtrak) - 600 South Grand Ave	Truman Depot (Amtrak) - 600 South Grand Ave	32	Weekly	75	2400	85	2720	325	10400	90	2880	0	0	0	0	0	0
Year 2, Location 10, Parks Department	Santa Fe Park - 2900 S Santa Fe Rd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	4500	9000	5930.32	11860.64	4125	8250	5000	10000	0	0	0	0	0	0
Year 2, Location 11, Parks Department	Van Hook - 3231 S Shrank Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	6800	13600	7651.87	15303.74	8525	17050	8000	16000	0	0	0	0	0	0
Year 2, Location 12, Parks Department	Mill Creek - 1717 N River Blvd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3870	7740	4208.6	8417.2	4825	9650	5670	11340	0	0	0	0	0	0
TOTAL PARKS AREAS						\$ 100,500		\$ 147,185		\$ 205,240		\$ 150,000		\$ -		\$ -		\$ -

Power & Light Department Areas:

Year 2, Location 1, Power and Light Department	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	24	Every 10 Days	350	8400	525	12600	835	20040	550	13200	0	0	0	0	0	0
Year 2, Location 2, Power and Light Department	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	24	Every 10 Days	75	1800	95	2280	125	3000	75	1800	0	0	0	0	0	0
Year 2, Location 3, Power and Light Department	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	24	Every 10 Days	100	2400	165	3960	165	3960	120	2880	0	0	0	0	0	0
Year 2, Location 4, Power and Light Department	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	24	Every 10 Days	100	2400	160	3840	165	3960	125	3000	0	0	0	0	0	0
Year 2, Location 5, Power and Light Department	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	24	Every 10 Days	75	1800	85	2040	125	3000	75	1800	0	0	0	0	0	0

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Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 2, Location 6, Power and Light Department	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	24	Every 10 Days	120	2880	125	3000	185	4440	125	3000	0	0	0	0	0	0
Year 2, Location 7, Power and Light Department	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	24	Every 10 Days	140	3360	225	5400	185	4440	150	3600	0	0	0	0	0	0
Year 2, Location 8, Power and Light Department	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	24	Every 10 Days	90	2160	90	2160	165	3960	75	1800	0	0	0	0	0	0
Year 2, Location 9, Power and Light Department	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	24	Every 10 Days	150	3600	200	4800	310	7440	225	5400	0	0	0	0	0	0
Year 2, Location 10, Power and Light Department	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	24	Every 10 Days	100	2400	140	3360	200	4800	150	3600	0	0	0	0	0	0
Year 2, Location 11, Power and Light Department	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	24	Every 10 Days	60	1440	85	2040	120	2880	150	3600	0	0	0	0	0	0
Year 2, Location 12, Power and Light Department	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	24	Every 10 Days	180	4320	275	6600	285	6840	235	5640	0	0	0	0	0	0
Year 2, Location 13, Power and Light Department	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	24	Every 10 Days	100	2400	125	3000	110	2640	165	3960	0	0	0	0	0	0
Year 2, Location 14, Power and Light Department	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	24	Every 10 Days	130	3120	145	3480	225	5400	300	7200	0	0	0	0	0	0

Bid Date: ITB #25002 - Mowing Services for City of Independence
 End Date: 2025-02-10 02:00 PM CST
 Vendor: Complete Lawn Professionals LLC, Crown Cuts Lawncare LLC, DLLC-DuPree Landscaping & Lawn Care LLC, Galvan's Lawn & Landscape LLC, Level Change Lawn Care, EyedeaLawn Care Solution LLC, Mowers Ahead LLC

Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 2, Location 15, Power and Light Department	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	24	Every 10 Days	325	7800	225	5400	495	11880	380	9120	0	0	0	0	0	0
Year 2, Location 16, Power and Light Department	Rockwood - 2400 Maywood	Rockwood - 2400 Maywood	8	Once a Month	2500	20000	1500	12000	3230	25840	2000	16000	0	0	0	0	0	0
TOTAL IPL AREAS						\$ 70,280		\$ 75,960		\$ 114,520		\$ 85,600		\$ -		\$ -		\$ -

Municipal Services Department - Water Division Areas:

Year 2, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	32	Weekly	0	0	0	0	270	8640	125	4000	150	4800	0	0	0	0
Year 2, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	130	260	780	1560	300	600	0	0	0	0
Year 2, Location 2, Municipal Services Water Division	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	32	Weekly	0	0	0	0	280	8960	225	7200	250	8000	0	0	0	0
Year 2, Location 3, Municipal Services Water Division	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	32	Weekly	0	0	0	0	145	4640	80	2560	100	3200	0	0	0	0
Year 2, Location 4, Municipal Services Water Division	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	32	Weekly	0	0	0	0	135	4320	75	2400	100	3200	0	0	0	0
Year 2, Location 5, Municipal Services Water Division	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	32	Weekly	0	0	0	0	200	6400	80	2560	100	3200	0	0	0	0
Year 2, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	32	Weekly	0	0	0	0	125	4000	250	8000	100	3200	0	0	0	0
Year 2, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	385	770	780	1560	300	600	0	0	0	0
Year 2, Location 7, Municipal Services Water Division	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	32	Weekly	0	0	0	0	70	2240	65	2080	75	2400	0	0	0	0

Bid
End Date

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2025-02-10 02:00 PM CST

Vendor:

Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal Lawn Care Solution LLC	Mowers Ahead LLC
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Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 2, Location 8, Municipal Services - Water Division	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	32	Weekly	0	0	0	0	3575	114400	3800	121600	4275	136800	0	0	0	0
Year 2, Location 9, Municipal Services - Water Division	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	6	6 times per contract period	0	0	0	0	550	3300	525	3150	705	4230	0	0	0	0
Year 2, Location 10, Municipal Services - Water Division	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	32	Weekly	0	0	0	0	695	22240	480	15360	455	14560	0	0	0	0
Year 2, Location 11, Municipal Services - Water Division	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	6	6 times per contract period	0	0	0	0	135	810	525	3150	405	2430	0	0	0	0
Year 2, Location 12, Municipal Services - Water Division	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	32	Weekly	0	0	0	0	365	11680	200	6400	455	14560	0	0	0	0
Year 2, Location 13, Municipal Services - Water Division	North Well Field Levee - Approximate size - 3 acres.	North Well Field Levee - Approximate size - 3 acres.	6	6 times per contract period	0	0	0	0	225	1350	300	1800	405	2430	0	0	0	0
Year 2, Location 14, Municipal Services - Water Division	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	32	Weekly	0	0	0	0	890	28480	650	20800	125	4000	0	0	0	0
TOTAL MS-WATER AREAS						\$ -		\$ -	\$ 222,490		\$ 204,180		\$ 208,210		\$ -		\$ -	

YEAR 2 SUBTOTALS	\$ 170,780	\$ 223,145	\$ 542,250	\$ 439,780	\$ 208,210	\$ -	\$ -
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YEAR 3

Bid ITB #25002 - Mowing Services for City of Independence Vendor: Complete Lawn Professionals LLC Crown Cuts Lawncare LLC DLLC-DuPree Landscaping & Lawn Care LLC Galvan's Lawn & Landscape LLC Level Change Lawn Care Eyedead Lawn Care Solution LLC Mowers Ahead LLC
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Parks Department Areas:

Year 3, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	32	Weekly	175	5600	165	5280	835	26720	541.52	17328.64	0	0	0	0	470	15040
Year 3, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Spring	4700	4700	1908	1908	3350	3350	6149.1	6149.1	0	0	0	0	0	0
Year 3, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Fall	2900	2900	1908	1908	3350	3350	1596.5	1596.5	0	0	0	0	3500	3500
Year 3, Location 2, Parks Department	Independence Communications Center - 17220 Medical Center Parkway per specification	Independence Communications Center - 17220 Medical Center Parkway per specification	32	Weekly	275	8800	165	5280	665	21280	206	6592	0	0	0	0	140	4480
Year 3, Location 3, Parks Department	1827 Log Courthouse - 107 West Kansas Ave	1827 Log Courthouse - 107 West Kansas Ave	32	Weekly	40	1280	55	1760	75	2400	41.2	1318.4	0	0	0	0	0	0
Year 3, Location 4, Parks Department	Model Railroad Museum - 318 W Pacific Ave	Model Railroad Museum - 318 W Pacific Ave	32	Weekly	175	5600	300	9600	365	11680	257.5	8240	0	0	0	0	0	0
Year 3, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Bingham Waggoner Estate - 313 W Pacific Ave	32	Weekly	350	11200	1125	36000	1305	41760	793.1	25379.2	0	0	0	0	0	0
Year 3, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3300	6600	7651.87	15303.74	3350	6700	7210	14420	0	0	0	0	0	0
Year 3, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Vaile Mansion - 1500 N Liberty St	32	Weekly	250	8000	475	15200	625	20000	399.64	12788.48	0	0	0	0	525	16800
Year 3, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3500	7000	3682	7364	3585	7170	4274.5	8549	0	0	0	0	2500	5000
Year 3, Location 7, Parks Department	Truman Memorial - 416 W Maple Ave	Truman Memorial - 416 W Maple Ave	32	Weekly	50	1600	75	2400	135	4320	77.25	2472	0	0	0	0	180	5760
Year 3, Location 8, Parks Department	North Bess Truman Parkway	North Bess Truman Parkway	32	Weekly	140	4480	215	6880	355	11360	257.5	8240	0	0	0	0	180	5760
Year 3, Location 9, Parks Department	Truman Depot (Amtrak) - 600 South Grand Ave	Truman Depot (Amtrak) - 600 South Grand Ave	32	Weekly	75	2400	85	2720	325	10400	92.7	2966.4	0	0	0	0	120	3840
Year 3, Location 10, Parks Department	Santa Fe Park - 2900 S Santa Fe Rd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	4500	9000	5930.32	11860.64	4125	8250	5150	10300	0	0	0	0	0	0
Year 3, Location 11, Parks Department	Van Hook - 3231 S Shrank Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	6800	13600	7651.87	15303.74	8595	17190	8240	16480	0	0	0	0	0	0
Year 3, Location 12, Parks Department	Mill Creek - 1717 N River Blvd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3870	7740	4208.6	8417.2	4185	8370	5840.1	11680.2	0	0	0	0	0	0
TOTAL PARKS AREAS						\$ 100,500		\$ 147,185		\$ 204,300		\$ 154,500		\$ -		\$ -	Incomplete	\$ 60,180

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Power & Light Department Areas:

Year 3, Location 1, Power and Light Department	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	24	Every 10 Days	350	8400	525	12600	845	20280	566.5	13596	0	0	0	0	0	0
Year 3, Location 2, Power and Light Department	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	24	Every 10 Days	75	1800	95	2280	135	3240	77.25	1854	0	0	0	0	0	0
Year 3, Location 3, Power and Light Department	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	24	Every 10 Days	100	2400	165	3960	175	4200	123.6	2966.4	0	0	0	0	0	0
Year 3, Location 4, Power and Light Department	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	24	Every 10 Days	100	2400	160	3840	175	4200	128.75	3090	0	0	0	0	0	0
Year 3, Location 5, Power and Light Department	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	24	Every 10 Days	75	1800	85	2040	135	3240	77.25	1854	0	0	0	0	0	0
Year 3, Location 6, Power and Light Department	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	24	Every 10 Days	120	2880	125	3000	195	4680	128.75	3090	0	0	0	0	0	0
Year 3, Location 7, Power and Light Department	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	24	Every 10 Days	140	3360	225	5400	195	4680	154.5	3708	0	0	0	0	0	0
Year 3, Location 8, Power and Light Department	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	24	Every 10 Days	90	2160	90	2160	175	4200	77.25	1854	0	0	0	0	0	0
Year 3, Location 9, Power and Light Department	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	24	Every 10 Days	150	3600	200	4800	325	7800	231.75	5562	0	0	0	0	0	0

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Year 3, Location 10, Power and Light Department	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	24	Every 10 Days	100	2400	140	3360	215	5160	154.5	3708	0	0	0	0	0	0
Year 3, Location 11, Power and Light Department	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	24	Every 10 Days	60	1440	85	2040	135	3240	154.5	3708	0	0	0	0	0	0
Year 3, Location 12, Power and Light Department	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	24	Every 10 Days	180	4320	275	6600	285	6840	242.05	5809.2	0	0	0	0	0	0
Year 3, Location 13, Power and Light Department	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	24	Every 10 Days	100	2400	125	3000	125	3000	169.25	4062	0	0	0	0	0	0
Year 3, Location 14, Power and Light Department	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	24	Every 10 Days	130	3120	145	3480	235	5640	309	7416	0	0	0	0	0	0
Year 3, Location 15, Power and Light Department	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	24	Every 10 Days	325	7800	225	5400	505	12120	391.4	9393.6	0	0	0	0	0	0
Year 3, Location 16, Power and Light Department	Rockwood - 2400 Maywood	Rockwood - 2400 Maywood	8	Once a Month	1750	14000	1500	12000	3230	25840	2060	16480	0	0	0	0	0	0
TOTAL IPL AREAS						\$ 64,280		\$ 75,960		\$ 118,360		\$ 88,151		\$ -		\$ -		\$ -

Municipal Services Department - Water Division Areas:

Year 3, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	32	Weekly	0	0	0	0	145	4640	128.75	4120	155	4960	0	0	0	0
Year 3, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	325	650	803.4	1606.8	300	600	0	0	0	0
Year 3, Location 2, Municipal Services Water Division	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	32	Weekly	0	0	0	0	300	9600	231.75	7416	255	8160	0	0	0	0

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Vendor:

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Mowers Ahead LLC

Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 3, Location 3, Municipal Services Water Division	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	32	Weekly	0	0	0	0	145	4640	82.4	2636.8	105	3360	0	0	0	0
Year 3, Location 4, Municipal Services Water Division	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	32	Weekly	0	0	0	0	145	4640	77.25	2472	105	3360	0	0	0	0
Year 3, Location 5, Municipal Services Water Division	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	32	Weekly	0	0	0	0	215	6880	82.4	2636.8	105	3360	0	0	0	0
Year 3, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	32	Weekly	0	0	0	0	135	4320	257.5	8240	105	3360	0	0	0	0
Year 3, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	325	650	803.4	1606.8	300	600	0	0	0	0
Year 3, Location 7, Municipal Services Water Division	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	32	Weekly	0	0	0	0	95	3040	66.95	2142.4	75	2400	0	0	0	0
Year 3, Location 8, Municipal Services Water Division	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	32	Weekly	0	0	0	0	3575	114400	3914	125248	4325	138400	0	0	0	0
Year 3, Location 9, Municipal Services Water Division	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	6	6 times per contract period	0	0	0	0	450	2700	540.75	3244.5	710	4260	0	0	0	0
Year 3, Location 10, Municipal Services - Water Division	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	32	Weekly	0	0	0	0	600	19200	494.4	15820.8	460	14720	0	0	0	0
Year 3, Location 11, Municipal Services - Water Division	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	6	6 times per contract period	0	0	0	0	550	3300	540.75	3244.5	410	2460	0	0	0	0

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Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 4, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3300	6600	7651.87	15303.74	3350	6700	7210	14420	0	0	0	0	0	0
Year 4, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Vaile Mansion - 1500 N Liberty St	32	Weekly	250	8000	475	15200	625	20000	399.64	12788.48	0	0	0	0	0	0
Year 4, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3500	7000	3682	7364	3585	7170	4274.5	8549	0	0	0	0	0	0
Year 4, Location 7, Parks Department	Truman Memorial - 416 W Maple Ave	Truman Memorial - 416 W Maple Ave	32	Weekly	50	1600	75	2400	135	4320	77.25	2472	0	0	0	0	0	0
Year 4, Location 8, Parks Department	North Bess Truman Parkway	North Bess Truman Parkway	32	Weekly	140	4480	215	6880	355	11360	257.5	8240	0	0	0	0	0	0
Year 4, Location 9, Parks Department	Truman Depot (Amtrak) - 600 South Grand Ave	Truman Depot (Amtrak) - 600 South Grand Ave	32	Weekly	75	2400	85	2720	325	10400	92.7	2966.4	0	0	0	0	0	0
Year 4, Location 10, Parks Department	Santa Fe Park - 2900 S Santa Fe Rd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	4000	8000	5930.32	11860.64	4125	8250	5150	10300	0	0	0	0	0	0
Year 4, Location 11, Parks Department	Van Hook - 3231 S Shrank Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	6500	13000	7651.87	15303.74	8595	17190	8240	16480	0	0	0	0	0	0
Year 4, Location 12, Parks Department	Mill Creek - 1717 N River Blvd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3500	7000	4208.6	8417.2	4185	8370	5840.1	11680.2	0	0	0	0	0	0
TOTAL PARKS AREAS						\$ 94,960		\$ 147,185		\$ 204,300		\$ 154,500		\$ -		\$ -		\$ -

Power & Light Department Areas:

Year 4, Location 1, Power and Light Department	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	24	Every 10 Days	350	8400	525	12600	845	20280	566.5	13596	0	0	0	0	0	0
Year 4, Location 2, Power and Light Department	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	24	Every 10 Days	75	1800	95	2280	135	3240	77.25	1854	0	0	0	0	0	0
Year 4, Location 3, Power and Light Department	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	24	Every 10 Days	100	2400	165	3960	175	4200	123.6	2966.4	0	0	0	0	0	0
Year 4, Location 4, Power and Light Department	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	24	Every 10 Days	100	2400	160	3840	175	4200	128.75	3090	0	0	0	0	0	0
Year 4, Location 5, Power and Light Department	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	24	Every 10 Days	75	1800	85	2040	135	3240	77.25	1854	0	0	0	0	0	0

Bid
End Date

ITB #25002 - Mowing Services for City of Independence
2025-02-10 02:00 PM CST

Vendor:

Complete Lawn Professionals LLC

Crown Cuts Lawncare LLC

DLLC-DuPree Landscaping & Lawn Care LLC

Galvan's Lawn & Landscape LLC

Level Change Lawn Care

Eyedeal Lawn Care Solution LLC

Mowers Ahead LLC

Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 4, Location 6, Power and Light Department	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	24	Every 10 Days	120	2880	125	3000	195	4680	128.75	3090	0	0	0	0	0	0
Year 4, Location 7, Power and Light Department	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	24	Every 10 Days	140	3360	225	5400	195	4680	154.5	3708	0	0	0	0	0	0
Year 4, Location 8, Power and Light Department	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	24	Every 10 Days	90	2160	90	2160	175	4200	77.25	1854	0	0	0	0	0	0
Year 4, Location 9, Power and Light Department	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	24	Every 10 Days	150	3600	200	4800	325	7800	231.75	5562	0	0	0	0	0	0
Year 4, Location 10, Power and Light Department	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	24	Every 10 Days	100	2400	140	3360	215	5160	154.5	3708	0	0	0	0	0	0
Year 4, Location 11, Power and Light Department	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	24	Every 10 Days	60	1440	85	2040	135	3240	154.5	3708	0	0	0	0	0	0
Year 4, Location 12, Power and Light Department	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	24	Every 10 Days	180	4320	275	6600	285	6840	242.05	5809.2	0	0	0	0	0	0
Year 4, Location 13, Power and Light Department	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	24	Every 10 Days	100	2400	125	3000	125	3000	169.95	4078.8	0	0	0	0	0	0
Year 4, Location 14, Power and Light Department	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	24	Every 10 Days	130	3120	145	3480	235	5640	309	7416	0	0	0	0	0	0

Bid ITB #25002 - Mowing Services for City of Independence
 End Date 2025-02-10 02:00 PM CST

Vendor:

Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal Lawn Care Solution LLC	Mowers Ahead LLC
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Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 4, Location 15, Power and Light Department	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	24	Every 10 Days	325	7800	225	5400	505	12120	391.4	9393.6	0	0	0	0	0	0
Year 4, Location 16, Power and Light Department	Rockwood - 2400 Maywood	Rockwood - 2400 Maywood	8	Once a Month	1700	13600	1500	12000	3230	25840	2060	16480	0	0	0	0	0	0
TOTAL IPL AREAS						\$ 63,880		\$ 75,960		\$ 118,360		\$ 88,168		\$ -		\$ -		\$ -

Municipal Services Department - Water Division Areas:

Year 4, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	32	Weekly	0	0	0	0	145	4640	128.75	4120	160	5120	0	0	0	0
Year 4, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	325	650	803.4	1606.8	300	600	0	0	0	0
Year 4, Location 2, Municipal Services Water Division	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	32	Weekly	0	0	0	0	300	9600	231.75	7416	260	8320	0	0	0	0
Year 4, Location 3, Municipal Services Water Division	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	32	Weekly	0	0	0	0	145	4640	82.4	2636.8	110	3520	0	0	0	0
Year 4, Location 4, Municipal Services Water Division	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	32	Weekly	0	0	0	0	145	4640	77.25	2472	110	3520	0	0	0	0
Year 4, Location 5, Municipal Services Water Division	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	32	Weekly	0	0	0	0	215	6880	82.4	2636.8	110	3520	0	0	0	0
Year 4, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	32	Weekly	0	0	0	0	135	4320	257.5	8240	110	3520	0	0	0	0
Year 4, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	325	650	803.4	1606.8	300	600	0	0	0	0
Year 4, Location 7, Municipal Services Water Division	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	32	Weekly	0	0	0	0	95	3040	66.95	2142.4	80	2560	0	0	0	0

Bid ITB #25002 - Mowing Services for City of Independence
 End Date 2025-02-10 02:00 PM CST

Vendor:	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal Lawn Care Solution LLC	Mowers Ahead LLC
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Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 4, Location 8, Municipal Services - Water Division	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	32	Weekly	0	0	0	0	3575	114400	3914	125248	4400	140800	0	0	0	0
Year 4, Location 9, Municipal Services - Water Division	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	6	6 times per contract period	0	0	0	0	450	2700	540.75	3244.5	720	4320	0	0	0	0
Year 4, Location 10, Municipal Services - Water Division	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	32	Weekly	0	0	0	0	600	19200	494.4	15820.8	470	15040	0	0	0	0
Year 4, Location 11, Municipal Services - Water Division	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	6	6 times per contract period	0	0	0	0	550	3300	540.75	3244.5	425	2550	0	0	0	0
Year 4, Location 12, Municipal Services - Water Division	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	32	Weekly	0	0	0	0	165	5280	206	6592	470	15040	0	0	0	0
Year 4, Location 13, Municipal Services - Water Division	North Well Field Levee - Approximate size - 3 acres.	North Well Field Levee - Approximate size - 3 acres.	6	6 times per contract period	0	0	0	0	245	1470	309	1854	425	2550	0	0	0	0
Year 4, Location 14, Municipal Services - Water Division	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	32	Weekly	0	0	0	0	890	28480	669.5	21424	130	4160	0	0	0	0
TOTAL MS-WATER AREAS						\$ -		\$ -	\$ 213,890		\$ 210,305		\$ 215,740		\$ -		\$ -	

YEAR 4 SUBTOTALS \$ 158,840 \$ 223,145 \$ 536,550 \$ 452,973 \$ 215,740 \$ - \$ -

YEAR 5

Bid ITB #25002 - Mowing Services for City of Independence Vendor: Complete Lawn Professionals LLC Crown Cuts Lawncare LLC DLLC-DuPree Landscaping & Lawn Care LLC Galvan's Lawn & Landscape LLC Level Change Lawn Care EyedeaLawn Care Solution LLC Mowers Ahead LLC
 End Date 2025-02-10 02:00 PM CST

Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
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Parks Department Areas:

Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 5, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	32	Weekly	150	4800	165	5280	835	26720	541.52	17328.64	0	0	0	0	0	0
Year 5, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Spring	4300	4300	1908	1908	3350	3350	6149.1	6149.1	0	0	0	0	0	0
Year 5, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Fall	2500	2500	1908	1908	3350	3350	1596.5	1596.5	0	0	0	0	0	0
Year 5, Location 2, Parks Department	Independence Communications Center - 17220 Medical Center Parkway per specification	Independence Communications Center - 17220 Medical Center Parkway per specification	32	Weekly	225	7200	165	5280	665	21280	206	6592	0	0	0	0	0	0
Year 5, Location 3, Parks Department	1827 Log Courthouse - 107 West Kansas Ave	1827 Log Courthouse - 107 West Kansas Ave	32	Weekly	40	1280	55	1760	75	2400	41.2	1318.4	0	0	0	0	0	0
Year 5, Location 4, Parks Department	Model Railroad Museum - 318 W Pacific Ave	Model Railroad Museum - 318 W Pacific Ave	32	Weekly	150	4800	300	9600	365	11680	257.5	8240	0	0	0	0	0	0
Year 5, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Bingham Waggoner Estate - 313 W Pacific Ave	32	Weekly	350	11200	1125	36000	1305	41760	793.1	25379.2	0	0	0	0	0	0
Year 5, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3000	6000	7651.87	15303.74	3350	6700	7210	14420	0	0	0	0	0	0
Year 5, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Vaile Mansion - 1500 N Liberty St	32	Weekly	250	8000	475	15200	625	20000	399.64	12788.48	0	0	0	0	0	0
Year 5, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3500	7000	3682	7364	3585	7170	4274.5	8549	0	0	0	0	0	0
Year 5, Location 7, Parks Department	Truman Memorial - 416 W Maple Ave	Truman Memorial - 416 W Maple Ave	32	Weekly	50	1600	75	2400	135	4320	77.25	2472	0	0	0	0	0	0
Year 5, Location 8, Parks Department	North Bess Truman Parkway	North Bess Truman Parkway	32	Weekly	140	4480	215	6880	355	11360	257.5	8240	0	0	0	0	0	0
Year 5, Location 9, Parks Department	Truman Depot (Amtrak) - 600 South Grand Ave	Truman Depot (Amtrak) - 600 South Grand Ave	32	Weekly	75	2400	85	2720	325	10400	92.7	2966.4	0	0	0	0	0	0
Year 5, Location 10, Parks Department	Santa Fe Park - 2900 S Santa Fe Rd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	4000	8000	5930.32	11860.64	4125	8250	5150	10300	0	0	0	0	0	0
Year 5, Location 11, Parks Department	Van Hook - 3231 S Shrank Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	6500	13000	7651.87	15303.74	8595	17190	8240	16480	0	0	0	0	0	0
Year 5, Location 12, Parks Department	Mill Creek - 1717 N River Blvd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3500	7000	4208.6	8417.2	4185	8370	5840.1	11680.2	0	0	0	0	0	0
TOTAL PARKS AREAS						\$ 93,560		\$ 147,185		\$ 204,300		\$ 154,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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 End Date 2025-02-10 02:00 PM CST

Vendor: Complete Lawn Professionals LLC Crown Cuts Lawncare LLC DLLC-DuPree Landscaping & Lawn Care LLC Galvan's Lawn & Landscape LLC Level Change Lawn Care Eyedeal Lawn Care Solution LLC Mowers Ahead LLC

Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
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Power & Light Department Areas:

Year 5, Location 1, Power and Light Department	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	24	Every 10 Days	350	8400	525	12600	845	20280	566.5	13596	0	0	0	0	0	0
Year 5, Location 2, Power and Light Department	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	24	Every 10 Days	75	1800	95	2280	135	3240	77.25	1854	0	0	0	0	0	0
Year 5, Location 3, Power and Light Department	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	24	Every 10 Days	100	2400	165	3960	175	4200	123.6	2966.4	0	0	0	0	0	0
Year 5, Location 4, Power and Light Department	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	24	Every 10 Days	100	2400	160	3840	175	4200	128.75	3090	0	0	0	0	0	0
Year 5, Location 5, Power and Light Department	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	24	Every 10 Days	75	1800	85	2040	135	3240	77.25	1854	0	0	0	0	0	0
Year 5, Location 6, Power and Light Department	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	24	Every 10 Days	120	2880	125	3000	195	4680	128.75	3090	0	0	0	0	0	0
Year 5, Location 7, Power and Light Department	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	24	Every 10 Days	140	3360	225	5400	195	4680	154.5	3708	0	0	0	0	0	0
Year 5, Location 8, Power and Light Department	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	24	Every 10 Days	90	2160	90	2160	175	4200	77.25	1854	0	0	0	0	0	0
Year 5, Location 9, Power and Light Department	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	24	Every 10 Days	150	3600	200	4800	325	7800	231.75	5562	0	0	0	0	0	0

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Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal Lawn Care Solution LLC	Mowers Ahead LLC
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Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 5, Location 10, Power and Light Department	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	24	Every 10 Days	100	2400	140	3360	215	5160	154.5	3708	0	0	0	0	0	0
Year 5, Location 11, Power and Light Department	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	24	Every 10 Days	60	1440	85	2040	135	3240	154.5	3708	0	0	0	0	0	0
Year 5, Location 12, Power and Light Department	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	24	Every 10 Days	180	4320	275	6600	285	6840	242.05	5809.2	0	0	0	0	0	0
Year 5, Location 13, Power and Light Department	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	24	Every 10 Days	100	2400	125	3000	125	3000	169.95	4078.8	0	0	0	0	0	0
Year 5, Location 14, Power and Light Department	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	24	Every 10 Days	130	3120	145	3480	235	5640	309	7416	0	0	0	0	0	0
Year 5, Location 15, Power and Light Department	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	24	Every 10 Days	325	7800	225	5400	505	12120	391.4	9393.6	0	0	0	0	0	0
Year 5, Location 16, Power and Light Department	Rockwood - 2400 Maywood	Rockwood - 2400 Maywood	8	Once a Month	1700	13600	1500	12000	3230	25840	2060	16480	0	0	0	0	0	0
TOTAL IPL AREAS						\$ 63,880		\$ 75,960		\$ 118,360		\$ 88,168	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Municipal Services Department - Water Division Areas:

Year 5, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	32	Weekly	0	0	0	0	145	4640	128.75	4120	165	5280	0	0	0	0
Year 5, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	325	650	803.4	1606.8	300	600	0	0	0	0
Year 5, Location 2, Municipal Services Water Division	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	32	Weekly	0	0	0	0	300	9600	231.75	7416	265	8480	0	0	0	0

Bid
End Date

ITB #25002 - Mowing Services for City of Independence
2025-02-10 02:00 PM CST

Vendor:

Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal Lawn Care Solution LLC	Mowers Ahead LLC
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Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 5, Location 3, Municipal Services Water Division	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	32	Weekly	0	0	0	0	145	4640	82.4	2636.8	115	3680	0	0	0	0
Year 5, Location 4, Municipal Services Water Division	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	32	Weekly	0	0	0	0	145	4640	77.25	2472	115	3680	0	0	0	0
Year 5, Location 5, Municipal Services Water Division	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	32	Weekly	0	0	0	0	215	6880	82.4	2636.8	125	4000	0	0	0	0
Year 5, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	32	Weekly	0	0	0	0	135	4320	257.5	8240	125	4000	0	0	0	0
Year 5, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	325	650	803.4	1606.8	300	600	0	0	0	0
Year 5, Location 7, Municipal Services Water Division	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	32	Weekly	0	0	0	0	95	3040	66.95	2142.4	80	2560	0	0	0	0
Year 5, Location 8, Municipal Services Water Division	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	32	Weekly	0	0	0	0	3575	114400	3914	125248	4500	144000	0	0	0	0
Year 5, Location 9, Municipal Services Water Division	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	6	6 times per contract period	0	0	0	0	450	2700	540.75	3244.5	725	4350	0	0	0	0
Year 5, Location 10, Municipal Services - Water Division	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	32	Weekly	0	0	0	0	600	19200	494.4	15820.8	475	15200	0	0	0	0
Year 5, Location 11, Municipal Services - Water Division	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	6	6 times per contract period	0	0	0	0	550	3300	540.7	3244.2	430	2580	0	0	0	0

Bid ITB #25002 - Mowing Services for City of Independence
 End Date 2025-02-10 02:00 PM CST

Vendor:	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal Lawn Care Solution LLC	Mowers Ahead LLC
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Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 5, Location 12, Municipal Services - Water Division	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	32	Weekly	0	0	0	0	165	5280	206	6592	475	15200	0	0	0	0
Year 5, Location 13, Municipal Services - Water Division	North Well Field Levee - Approximate size - 3 acres.	North Well Field Levee - Approximate size - 3 acres.	6	6 times per contract period	0	0	0	0	245	1470	309	1854	430	2580	0	0	0	0
Year 5, Location 14, Municipal Services - Water Division	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	32	Weekly	0	0	0	0	890	28480	669.5	21424	130	4160	0	0	0	0
TOTAL MS-WATER AREAS						\$ -		\$ -		\$ 213,890		\$ 210,305		\$ 220,950		\$ -		\$ -

YEAR 5 SUBTOTAL		\$ 157,440	\$ 223,145	\$ 536,550	\$ 452,973	\$ 220,950	\$ -	\$ -
COMBINED TOTAL (ALL 5 YEARS)		\$ 820,540	\$ 1,115,727	\$ 2,683,610	\$ 2,238,463	\$ 1,063,080	\$ 161,598	\$ 102,300

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested for the 2026-2027 renewal of the liability insurance program with Obsidian Specialty Insurance Company with an annual cost of \$875,000. **Approved**

Recommendations:

Council approval is recommended.

Background:

A study session was held on March 9, 2026, at which the City's contracted Risk Manager presented and recommended an excess liability renewal proposal with Obsidian Specialty Insurance Company. The renewal allows the City to maintain a no premium increase of \$875,000 for the the period covering April 1, 2026 until March 31, 2027. The City maintains a \$1 million self-insured retention and a \$10 million policy limit. Prohibitive costs forced the City to make significant changes to its liability insurance program in FY 2024–25. There is no co-insurance above the City's retention.

The program covers:

- General Liability
- Employee Benefits Liability
- Public Officials Liability
- Employment Practices Liability
- Law Enforcement Liability
- Healthcare Malpractice
- Auto Liability
- Sexual Misconduct/Abuse.

Obsidian Specialty Insurance Company is rated A- VII by AM Best, slightly below the City's desired A rating, but still reflects a positive financial strength rating indicating the company is financially sound and has a good ability to meet its policy obligations.

Emergency Justification:**Fiscal Impact:**

The States Risk Retention Group premium for \$875,000.00 is included in the 2025-2026 Budget, Risk Management Fund 093, account 0934293-5207, page 101.

Council Action:

**Department /
Contact**

Council and Board /

REVIEWERS

Melissa Cabrera
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Excess Liability Renewal Proposal 2026
2. 2026 Excess Liability Quote Summary

Excess Liability Renewal Proposal

City of Independence, Missouri



2026-27 Policy Year



Excess Casualty

Insurer: Obsidian Specialty Insurance Company
AM Best's Rating: A- XV
Non-Admitted carrier

Policy Number: TBD

Policy Term: April 1, 2025 to April 1, 2026

Premium: \$875,000
Minimum and deposit apply

Limits:

General liability	\$10,000,000 each occurrence and aggregate
Abuse and molestation	Include in GL limits
Public officials and employment practices liability	\$10,000,000 each occurrence and aggregate
Law enforcement liability	\$10,000,000 each occurrence and aggregate
Auto liability	\$10,000,000 each occurrence
Employee benefits liability	\$10,000,000 each employee and aggregate

Self-insured Retention: \$1,000,000 per occurrence

Note: Higher limits may be available on request

Territory: United States of America

Coverage Enhancements:

- Sovereign immunity wording
- Blanket additional insured (as required by written contract)
- Contractual liability – railroads (Union Pacific Railroad Company)
- Sexual misconduct – subject to a 120 day reporting requirement
- Blanket additional insured
- Broad form named insured – 90 days
- Definition of bodily injury includes resultant mental anguish, etc.
- Waiver of subrogation (as per written contract where allowed by law) – pre-loss wording
- Terrorism

Major Exclusions: *(refer to the policy for a complete list)*

General liability

- Intentional bodily injury or property damage
- Bodily injury to an employee
- Fraud and dishonesty
- Pollution – exceptions: hostile fire, heating and cooling building equipment
- Errors and omissions

Management practices liability

- Fiduciary liability
- Personal profit or advantage
- Knowingly wrongful acts
- Taxation
- Wage and hour laws

Common policy (all portions)

- Cyber liability
- Communicable disease
- PFAs
- Aircraft and watercraft 51 ft in length or longer
- Asbestos, lead, silica, fungus
- Land use
- War



UNCOMMONLY INDEPENDENT

City of Independence, Missouri
Excess Casualty Program Quote Summary
April 1, 2026-27

Insurer	States Risk	States Risk	Obsidian Specialty AM Best's rating: A- VII	Obsidian Specialty AM Best's rating: A- VII
	2023-24 Policy Term	2024-25 Policy Term	2025-26 Policy Term Expiring	2026-27 Quote % Change
Coverage Form	Occurrence	Occurrence	Occurrence	Occurrence
Limits				
Each Occurrence Limit	\$10,000,000	\$5,000,000	As stated by vertical below	As stated by vertical below
Aggregated Limits	\$10,000,000	\$5,000,000	As stated by vertical below	As stated by vertical below
Coverages to Include:				
General Liability	Included	Included	\$10M each occ/aggr	\$10M each occ/aggr
Employee Benefits	Included	Included	\$10M each employee/aggr	\$10M each employee/aggr
Public Officials Liability	Included	Included	\$10M each occ/aggr	\$10M each occ/aggr
Employment Practices Liability	Included	Included	Included in Public Officials Liability	Included in Public Officials Liability
Law Enforcement Liability	Included	Included	\$10M each occ/aggr	\$10M each occ/aggr
Healthcare Malpractice (excluding physicians, EMT, etc.)	Included	Included	Included except physicians, dentists, psychiatrists	Included except physicians, dentists, psychiatrists
Auto Liability	Included	Included	\$10M each occurrence	\$10M each occurrence
Sexual Misconduct/Abuse	Included	Included	Included in GL limit	Included in GL limit
Self Insured Retention	\$250,000	\$1,000,000	\$1,000,000	\$1,000,000
Co-insurance (above retention)	N/A	10%	N/A	N/A
Annual Premium	\$779,991	\$737,468	\$875,000	\$875,000
Terrorism Premium	\$23,400	\$22,124	Included	Included
Membership Fee (10% for 2024, 5% for 2025)	N/A	\$75,959	N/A	N/A
Total	\$803,391	\$835,551	\$875,000	\$875,000 0%

Surplus lines tax applies - City is exempt

Added Exclusions: (see policy for complete listing)

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-714 A resolution directing the Interim City Manager to engage a financial advisor/facilitator to assist the city with planning for and managing revenues related to the Nebius Project. **Approved Res. No. 7206**

Recommendations:

Council approval is recommended.

Background:

The City of Independence is positioned to realize a substantial increase in revenue resulting from the Nebius project. To ensure the City maximizes the strategic value of this revenue, it is critical to engage expert financial guidance to support planning, prioritization, and transparent decision-making.

A qualified financial advisor and/or facilitator will assist with evaluating revenue projections, identifying optimal allocation strategies, and developing a comprehensive plan for long-term financial sustainability.

The support of an independent financial partner will help the City:

- Strengthen fiscal stewardship and accountability
- Evaluate capital, operational, and debt service repayment initiatives
- Align revenue utilization with community priorities and long-range plans
- Ensure decisions are data driven, transparent, and informed by industry best practices

This action will position the City to make well-informed, sustainable decisions that benefit current and future residents.

Emergency Justification:**Fiscal Impact:**

A supplemental budget appropriation will be provided to appropriately reflect this expenditure. Staff will evaluate firms in accordance with the City's procurement policies.

Council Action:

Department / **City Manager /**
Contact

REVIEWERS

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Resolution re. financial advisor_facilitator 3-6-26
2. Res. No. 7206

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION DIRECTING THE INTERIM CITY MANAGER TO ENGAGE A FINANCIAL ADVISOR/FACILITATOR TO ASSIST THE CITY WITH PLANNING FOR AND MANAGING REVENUES RELATED TO THE NEBIUS PROJECT.

WHEREAS, on March 2, 2026, the City Council approved the Nebius Project (the “Project”); and,

WHEREAS, the City expects to receive certain revenues from the Project; and,

WHEREAS, the City desires to develop a plan to utilize any funds received from the Project in the most efficient and effective ways.

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

That the City Council instructs the Interim City Manager to engage a financial advisor/facilitator to assist the City with planning for and managing any anticipated revenues related to the Project. Said assistance should include, but is not limited to, long-term planning related to projects and revenues, budgeting and investing potential revenues, and incorporating input received from community engagement into any plan.

PASSED THIS _____ DAY OF _____, 2026, 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. 26-714

RESOLUTION NO. 7206

A RESOLUTION DIRECTING THE INTERIM CITY MANAGER TO ENGAGE A FINANCIAL ADVISOR/FACILITATOR TO ASSIST THE CITY WITH PLANNING FOR AND MANAGING REVENUES RELATED TO THE NEBIUS PROJECT

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

That the City Council instructs the Interim City Manager to engage a financial advisor/facilitator to assist the City with planning for and managing any anticipated revenues related to the Project. Said assistance should include, but is not limited to, long-term planning related to projects and revenues, budgeting and investing potential revenues, and incorporating input received from community engagement into any plan.

PASSED THIS 11th DAY OF March, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.




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

ATTEST:


City Clerk

APPROVED AS TO FORM AND LEGALITY:


City Counselor



REVIEWED BY:



Interim City Manager

CITY OF INDEPENDENCE, MISSOURI
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between the City of Independence, Missouri, a municipal corporation (hereinafter referred to as "Employer") and Troy Anderson (hereinafter referred to as "Employee"), an individual who has the education, training and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1. Term

The term of this Agreement shall be for an initial period of two (2) years, beginning on March 16, 2026, and ending March 15, 2028. This Agreement shall automatically be renewed on its anniversary date for a two-year term unless notice that the Agreement shall not renew is given by Employer to Employee at least thirty days before its expiration date. In the event the Agreement is not renewed, all compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration of the current term of the Agreement, and Employee shall be entitled to nine (9) months of severance pay, based on Employee's current salary, unless Employee voluntarily resigns prior to the expiration of the Agreement.

Section 2. Duties and Authority

- A. Employee's first day of employment with Employer shall be April 13, 2026 ("Start Date"). Employee shall not be entitled to any compensation or benefits from Employer until he begins work on Start Date.
- B. Employer agrees to employ Employee as city manager to perform the functions and duties specified in the Charter of the City of Independence, Missouri, and by ordinances adopted thereto, and to perform other legally permissible and proper duties and functions as Employer assigns.
- C. Employee shall perform the duties of the city manager of Employer with reasonable care, diligence, skill, and expertise.
- D. All duties assigned to Employee by Employer shall be appropriate for the city manager position and compliant with all applicable law, rules, and regulations.
- E. Employee cannot be reassigned from the position of city manager to another position without Employee's express written consent.
- F. Employee or designee shall attend, and shall be permitted to attend, all meetings of the City Council, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement or any amendment thereto, or related to the performance or evaluation of Employee, or if requested by a majority of the City Council.

Section 3. Compensation

- A. Employer agrees to pay Employee an annual salary of Two Hundred Forty Thousand Dollars (\$240,000.00) ("Original Base Salary"), payable at the same time and in the same manner other employees of Employer are paid.
- B. Employee is not eligible to receive an increase in Original Base Salary for the first six (6) months of employment with Employer, but is eligible to receive an increase of up to three

percent (3%) following a satisfactory performance review after six (6) months of employment.

- C. Following six (6) months of employment Employee shall receive increases to the Original Base Salary at the same time and in the same amount as all other non-represented employees of Employer.

Section 4. Health, Disability, and Life Insurance Benefits

- A. Employer agrees to provide and to pay the premiums for health, dental, vision, and disability insurance for Employee and his dependents under the same terms as all other non-represented employees of Employer.
- B. Employer shall pay the amount of premium due for term life insurance in the amount of two times Employee's annual base salary, including all increases in the base salary during the life of this Agreement. Employee shall name the beneficiary of the life insurance policy.

Section 5. Vacation, Sick, and Personal Business Leave

Employee shall accumulate and be entitled to use vacation, sick leave, and personal business leave in the same manner as other non-represented employees of the Employer.

Section 6. Retirement

Employer agrees to maintain Employee's enrollment in the Missouri Local Government Employees Retirement System (LAGERS) and to make all Employer contributions on Employee's behalf.

Section 7. Automobile

- A. So long as Employee is licensed to drive a vehicle, Employer agrees to pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Five Hundred Fifty Dollars (\$550.00) per month as a car allowance to be used to purchase or lease, operate, and maintain a car. Employee shall be responsible for paying for liability, property damage, and/or comprehensive insurance coverage upon such car and shall further be responsible for all costs and expenses related to the purchase, operation, maintenance, repair, and replacement of said car, including taxes. Employee is solely liable for the payment of any fines or fees related to any traffic or parking violations associated with said car.
- B. For non-local travel that is eligible for mileage reimbursement pursuant to Employer's Travel Policy, Employer shall reimburse Employee for mileage in the same amount and in the same manner as other employees receiving a monthly car allowance.

Section 8. General Business Expenses

- A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/County Management Association, and subscriptions of Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Employee's continued professional development, growth, and advancement, and for the good of Employer.
- B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the Missouri Municipal

League, Missouri City County Managers Association, and such other national, regional, state, and local government groups and committees in which Employee serves as a member or participant.

- C. Employer also agree to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, seminars, and trainings that are necessary for Employee's professional development and for the good of Employer.
- D. Employer shall pay to Employee a cell phone allowance of Fifty-Five Dollars (\$55.00) per month for the term of this Agreement.
- E. Employer shall pay to Employee a one-time relocation reimbursement of up to Five Thousand Dollars (\$5,000.00) in reimbursable moving expenses. These expenses must be documented with receipts or invoices and submitted to Employer within ninety (90) days of Start Date. If Employee voluntarily resigns from employment with Employer within one (1) year of Start Date, then Employee agrees to repay 100% of the relocation reimbursement from Employee's final paycheck(s).
- F. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing Employer. Such expenditures are subject to annual budget constraints as well as Employer ethics and purchasing policies, and in no event shall exceed Five Thousand Dollars (\$5,000.00) per fiscal year, unless approved by the City Council. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, or statements.

Section 9. Resignation and Disability

- A. Employee agrees to give Employer no less than thirty (30) days' notice of his intent to resign.
- B. If Employee becomes disabled or is otherwise unable to perform Employee's duties for a period of (60) sixty days, Employee may be considered to have resigned.

Section 10. Termination

For the purpose of this Agreement, termination shall occur when:

- A. A majority of the City Council votes to terminate Employee in accordance with the City Charter at a properly posted and duly authorized meeting of the body.
- B. If Employer, citizens, or the state legislature acts to amend any provisions of the City Charter or enabling legislation that substantially changes the form of Employer's government, then Employee shall have the right to declare that such amendments constitute termination.
- C. If Employer reduces the Original Base Salary or any other financial benefit to Employee, unless it is applied in no greater percentage than the average reduction of all non-represented employees, or is applicable to all other non-represented employees, then such action may be regarded as a termination.

Section 11. Severance

Severance may be paid to Employee when employment is terminated as defined in Section 10 of this Agreement.

- A. If Employee is terminated without cause, Employer shall provide a severance payment equal to nine (9) months of salary at the current rate of pay. This severance shall be paid in a lump sum.
- B. If Employee is terminated for cause, including gross misconduct or violation of the ICMA Code of Ethics, Employer shall have no obligation to provide any severance payment to Employee.

Section 12. Compensation for Accumulated Leave

Whether Employee is terminated, resigns, or is deemed to have resigned, Employee shall be entitled to payment for all accumulated leave to the extent and in the same manner as such is available to other non-represented employees of Employer. This compensation shall be paid at the current rate of pay in a lump sum or on a schedule defined by Employee and agreed to by Employer.

Section 13. Performance Evaluation

- A. Employer shall review the performance of Employee no less than annually, with the process, form, criteria, and format for the evaluation to be mutually agreed upon by Employer and Employee

The annual evaluation process shall, at a minimum, include an opportunity for both Employer and Employee to: (1) conduct a formulary session where the City Council and Employee meet first to discuss goals and objectives of both the past twelve (12) months performance period as well as the upcoming twelve (12) months performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to Employee. The final written evaluation should be completed and delivered to Employee within thirty (30) days of the initial formulary evaluation meeting.

- B. Unless Employee expressly requests otherwise in writing, the evaluation of Employee shall at all times be conducted in executive session of the City Council and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit Employer or Employee from sharing the content of Employee's evaluation with their respective legal counsel.
- C. In the event Employer deems the evaluation instrument, format, and/or procedure is to be modified by Employer and such modifications would require new or different performance expectations, then Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

Section 14. Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer; and, to that end, Employee shall be allowed to establish an appropriate work schedule. Employee's work schedule shall be appropriate for the needs of Employer and shall allow Employee to faithfully and reasonably perform his assigned duties and responsibilities.

Section 15. Ethical Commitments

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising for individuals

seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Employer shall support Employee in keeping these commitments by refraining from any order, directive, or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the City Council nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

Section 16. Outside Activities

The employment provided for by this Agreement shall be Employee's primary employment. Recognizing that certain consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must neither constitute interference with, nor a conflict of interest with, his responsibilities under this Agreement, as determined by the City Council.

Section 17. Indemnification

- A. To the extent allowed by law and without any waiver of sovereign immunity, Employer shall defend, save harmless, and indemnify Employee against any obligation to pay money or perform or not perform action, including without limitation, any and all losses, damages, judgements, interests, settlements, penalties, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorney's fees and other liabilities arising from, related to, or connected with any tort, professional liability claim or demand, or any other threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitative, or investigative, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as city manager, or resulting from the exercise of judgement or discretion in connection with the performance of duties or responsibilities, unless the act or omission involved willful or wanton conduct. If Employee is individually named in any legal action, suit, or proceeding, then Employee may request and Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense. Legal representation provided by Employer for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. Employer shall indemnify Employee against any and all losses, damages, judgements, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney's fees and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Employee's duties. Any costs, expenses, or settlements related to Employee, and subject to payment by Employer pursuant to this section, require prior approval of the City Council.
- B. Employee recognizes that Employer shall have the right to compromise and settle any claim or suit, unless said compromise or settlement shall subject Employee to personal liability. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the Employer and related to Employee's employment with Employer. Such expense payments shall continue beyond Employee's employment period as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees

and travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation after Employee's employment period has ended.

Section 18. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law, ordinance, or policy.

Section 19. General Conditions

- A. In addition to the rights and benefits in this Agreement, Employee shall have all rights granted to other full-time employees of Employer pursuant to the City's Personnel Policies and Procedures.
- B. This Agreement shall remain in full force and effect until modified or terminated in writing by the parties.
- C. This Agreement shall be binding on Employer and Employee as well as their heirs, assignees, executors, personal representatives, and successors in interest.
- D. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

In witness whereof, the parties have executed this Agreement in duplicate the day and year first above written.

EMPLOYER

EMPLOYEE

Mayor, Rory Rowland

Troy Anderson

Attest:

Susanne Holland, City Clerk

Approved as to Form:

Jeremiah V. Cover, City Counselor

ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in May 2025. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in July 2025.

The mission of ICMA is to advance professional local government through leadership, management, innovation, and ethics. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1. We believe professional management is essential to effective, efficient, equitable, and democratic local government.

Tenet 2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities in order to uphold local government professionalism.

Tenet 3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Length of Service. For chief administrative/executive officers appointed by a governing body or elected official, a minimum of two years is considered necessary to render a professional service to the local government. In limited circumstances, it may be in the best interests of the local government and the member to separate before serving two years. Some examples include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or significant personal issues. It is the responsibility of an applicant for a position to understand conditions of employment, including expectations of service. Not understanding the terms of employment prior to accepting does not justify premature separation. For all members a short tenure should be the exception rather than a recurring experience, and members are expected to honor all conditions of employment with the organization.

Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members should demonstrate professional respect for colleagues, including predecessors, successors, and others who might be candidates for the same position. Professional respect does not preclude sharing honest differences of opinion privately between colleagues; it does preclude attacking a person's motives or integrity, undermining them, or actively interfering with their work.

Showing professional respect involves acknowledging power dynamics between different career points and tenures. Undue influence, abuse of power, and intimidation are inappropriate and must be avoided.

A member no longer working in service to a local government should be mindful of professional respect before running for elected office in a jurisdiction where they recently served.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

Relationships in the Workplace. Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Conflicting Roles. Members who serve multiple roles – either within the local government organization or externally – should avoid participating in matters that create either a conflict of interest or the perception of one. They should disclose any potential conflict to the governing body so that it can be managed appropriately.

Conduct Unbecoming. Members should treat people fairly, with dignity and respect and should not engage in, or condone bullying behavior, harassment, sexual harassment, unwelcome contact, advances, or discrimination on the basis of race, religion, national origin, age, disability, gender, gender identity, sexual orientation, or veteran status. Members should foster respectful, inclusive environments in all professional and social settings.

Tenet 4. Serve the best interests of all community members.

GUIDELINES

Effects of Decisions. Members should inform the appropriate elected or appointed official(s) of a decision's anticipated effects on community members.

Promote Equity. Members should ensure fairness and impartiality in accessing programs and services and in the enforcement of laws and regulations. Members should assess and propose solutions to strive to eliminate disparities.

Tenet 5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.

Tenet 6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

Tenet 7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and

impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

Tenet 8. Continually improve professional capabilities and those of others while fostering growth and development through ethical leadership and effective management practices.

GUIDELINES

Self-Assessment. Members should evaluate and enhance their professional skills and competencies annually through self-reflection and by proactively soliciting feedback.

Professional Development. Members should stay informed about emerging issues, practices, and challenges, actively engage in development activities year-round, and support others in enhancing their professional and ethical competencies.

Tenet 9. Keep the community informed on local government affairs. Encourage and facilitate active engagement and constructive communication between community members and all local government officials.

GUIDELINE

Engagement. Members should ensure community members can actively engage with their local government as well as eliminate barriers and support involvement of the community in the governance process.

Tenet 10. Oppose efforts to interfere with professional responsibilities by consistently executing official duties, policies, and processes with an unwavering commitment to unbiased public service.

GUIDELINES

Information Sharing and Feedback. The member should collaborate with the governing body to establish clear communication protocols for effective, equitable, and transparent information sharing and reciprocal feedback.

Personnel and Operational Matters. The member shall lead personnel and operating decisions consistent with responsibilities established in the charter or enabling legislation without interference from the governing body.

Tenet 11. Manage all personnel matters with fairness and impartiality.

GUIDELINE

Diversity and Inclusion. It is the member’s responsibility to recruit, hire, promote, retain, train, and support a diverse workforce at all levels of the organization.

Tenet 12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

GUIDELINES

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term “Gift” includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member’s official duties or serve

a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member’s official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member’s personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on “Confidential Information”). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member’s family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private

business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the Special Use Permit application to operate a Bed & Breakfast at 1304 S. Maywood Avenue. ***New Information Only.***

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Community Development /
Contact

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 1-27-26 Public Notice Proof

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, January 27, 2026, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri, and before the **City Council** at 6:00 p.m., Monday, March 16, 2026 at a location that will be advertised at least 15 days prior to the meeting, on the following matter(s):

Case 25-200-09 – Special Use Permit – 1304 S. Maywood Avenue - A request for a Special Use Permit to operate a Bed and Breakfast.

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

Case 26-175-01 – UDO Amendment #78 – Accessory Buildings & Structures – A request to amend the Unified Development Ordinance relating to accessory buildings and structures.

Case 26-175-02 – UDO Amendment #79 – Temporary Signs – A request to amend the Unified Development Ordinance relating to temporary signs.

The Planning Commission and City Council will conduct a full public hearing on these items.

Witness my hand this 6 th day of January, 2026.

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

One Insertion: January 10, 2026

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-021 **2R** An ordinance approving a Special Use Permit to operate a bed and breakfast at 1304 S. Maywood Avenue in Independence, Missouri. **2R Item passes 7-0 Ord. No. 19792**

Recommendations:

Commissioner Nesbitt made a motion to recommend the approval of case 25-200-09, an application for a Special Use Permit to allow a Bed and Breakfast at 1304 S. Maywood Avenue with the following conditions:

1. The Bed and Breakfast shall obtain a business license in accordance with all City Codes and comply with Section 5.01.004 (Article 1, Chapter 5) of the City Code. The business license number shall be listed on all advertisements and online platforms.
2. The business must comply with all safety and other standards required by Section 14-420 of the City Code.
3. Bed and Breakfast will comply with Article 3, Chapter 5 of the City Code.
4. The Bed and Breakfast shall secure refuse collection services from a collector who is licensed to be operating within in the City of Independence.
5. The Bed and Breakfast shall provide the following:
 - a. Map to identify escape routes;
 - b. Carbon Monoxide detection as required by code;
 - c. Child-proofed electrical outlets;
 - d. Emergency contact information for the owner or manger shall be provided to each guest and posted in each guest room;
 - e. Fire extinguishers as required by code;
 - f. Smoke detectors as required by code.
6. The B&B will have only six (6) guests at a time (except for children under 5 years of age).

A second to the motion was made by Commissioner Ashbaugh. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Absent

Commissioner Ashbaugh – Yes

Commissioner O’Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed 6-0 and the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

PROJECT DESCRIPTION: A request by Janet Higgins for a Special Use Permit to operate a Bed and Breakfast.

Current Zoning R-12 (Two-Family Residential)

Zoning

Current Use: Single-Family Home

Proposed Use: Bed and Breakfast

Building Square Feet: 1,210-square feet

Property History:

The proposed Bed and Breakfast is located in a neighborhood of bungalows built in the 1920s. The property is located on Lots 104 and 105, Maywood Park, platted in 1921. The area was annexed into the city in 1948. The area was zoned R-2 (Two-Family Residential) in 1965. This property has been single-family-residential-use during its entire existence.

Proposal:

The Bed and Breakfast can accommodate six (6) guests (additionally including children under five years of age). The applicants intend to operate on the AirB&B platform. Because the applicants will be living on the home’s first floor, they will be able to monitor guests.

Physical Characteristics of Property:

The property features a single-car wide driveway leading to a detached two-car garage southwest of the house. North of the garage is a backyard and south of the garage is a swimming pool (not to be used by guests), all within an area with a wooden privacy fence.

The applicant will occupy the master bedroom with its own bathroom. There is an additional bedroom on the main floor and a bathroom, living room, kitchen and dining room. The loft bedroom has its own living room area and a refrigerator for food if needed, so they will only need to share the bathroom on the main floor. The basement area, with rear direct exterior access for the bedroom, has its own dining area (with microwave and refrigerator) and living room.

Characteristics of the Area:

The area is a modest neighborhood of mostly bungalows on moderate-sized lots. The neighborhood is made up of predominantly single-family homes. There are no sidewalks or curbs and gutters along the street.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

A related goal of 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 Neighborhood uses for this site. This

Guiding Land Use Principle, most relevant to this particular situation, would be to, “preserve 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.

Parking:

Five parking spaces will need to be provided for the owner and their guests. There will be one of the owner’s vehicles parked in the garage and one in the driveway. The three guest cars could be parked in the driveway (or two could be parked in the driveway and one in the street). Any vehicles parked in the grass must be removed and follow city codes for parking and loading.

Floodplain/Stream Buffer:

The property is not in a federally designated flood zone, or a city defined Stream Buffer area.

Inspections, Trash Collection and Safety Provisions:

The property will need to meet all applicable permitting and Fire and Life Safety Inspection requirements. The applicants are compliant with all applicable provisions of Section 14-420 of the Unified Development Ordinance (UDO). Trash collection will be provided by Teds Trash Service. 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 for an additional use not already permitted in this R-12 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 no Bed and Breakfasts in this part of Independence, there may 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 along existing property, all public facilities are in place and operational.

10. Conformance of the proposed use to the comprehensive plan and other adopted plans and polices.

The City's Comprehensive Plan envisions Residential Neighborhood uses for this single-family 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 / Community Development /
Contact

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 25-200-09
2. SUP Staff Report 25-200-09
3. Application_Redacted
4. Narrative_Redacted
5. Notification Letter
6. Other Notification
7. Mailed Addresses
8. Notification Area
9. Affidavit
10. Main Floor and Escape Plan
11. Lower Attic and Escape Plan
12. Basement and Escape Plan
13. Parking Plan
14. Zoning Map
15. Comprehensive Plan
16. Planning Commission Meeting Minutes 01-27-26
17. Ord. No. 19792

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A BED AND BREAKFAST AT 1304 S. MAYWOOD AVENUE, IN INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted requests approval of a Special Use Permit to allow for a Bed and Breakfast at 1304 S. South Maywood Avenue, 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 January 27, 2026, and rendered a report to the City Council recommending the Special Use Permit be approved by a vote of 6-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request was consistent with the review criteria in Section 14-704-09; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the Special Use Permit of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. The following described tract of real estate is hereby declared subject to the Special Use Permit approved by this ordinance. The site is legally described as follows:

Maywood Park, Lots 104 and 105

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 Codes and comply with Section 5.01.004 (Article 1, Chapter 5) of the City Code. The business license number shall be listed on all advertisements and online platforms.
- 2) The business must comply with all safety and other standards required by Section 14-420 of the City Code.
- 3) Bed and Breakfast will comply with Article 3, Chapter 5 of the City Code.
- 4) The Bed and Breakfast shall secure refuse collection services from a collector who is licensed to be operating within in the City of Independence.
- 5) The Bed and Breakfast shall provide the following:
 - a. Map to identify escape routes;
 - b. Carbon Monoxide detection as required by code;
 - c. Child-proofed electrical outlets;
 - d. Emergency contact information for the owner or manger shall be provided to each guest and posted in each guest room;
 - e. Fire extinguishers as required by code;
 - f. Smoke detectors as required by code.
- 6) The B&B will have only six (6) guests at a time (except for children under 5 years of age).

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 _____, 2026, 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: January 27, 2026

STAFF: Brian L. Harker, Planner

PROJECT NAME: Janet Higgins, LLC Air B&B Bed and Breakfast

CASE NUMBER/REQUEST: **Case 25-200-09 – Special Use Permit – 1304 S. Maywood Avenue – A**
request for a Special Use Permit to operate a Bed and Breakfast.

APPLICANT/OWNER: Janet Higgins

PROPERTY ADDRESS: 1304 S. Maywood Avenue

SURROUNDING ZONINGS/LAND USES:

NSEW: R-12 (Two-Family Residential)...single-family houses

PUBLIC NOTICE:

- Letters to property owners – January 9, 2026
- Public Notice published in the Independence Examiner – January 10, 2026
- Signs posted on property – January 9, 2026

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on January 27, 2026 and the public hearing/second reading on March 16, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of this Special Use Permit request, subject to the following conditions:

1. The Bed and Breakfast shall obtain a business license in accordance with all City Codes and comply with Section 5.01.004 (Article 1, Chapter 5) of the City Code. The business license number shall be listed on all advertisements and online platforms.
2. The business must comply with all safety and other standards required by Section 14-420 of the City Code.
3. Bed and Breakfast will comply with Article 3, Chapter 5 of the City Code.
4. The Bed and Breakfast shall secure refuse collection services from a collector who is licensed to be operating within in the City of Independence.
5. The Bed and Breakfast shall provide the following:
 - a. Map to identify escape routes;
 - b. Carbon Monoxide detection as required by code;
 - c. Child-proofed electrical outlets;
 - d. Emergency contact information for the owner or manger shall be provided to each guest and posted in each guest room;
 - e. Fire extinguishers as required by code;

- g. Smoke detectors as required by code.
- 6. The B&B will have only six (6) guests at a time (except for children under 5 years of age).

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Janet Higgins for a Special Use Permit to operate a Bed and Breakfast

Current and Continued Zoning:	R-12 (Two-Family Residential)
Current Use:	Single-Family Home
Proposed Use:	Bed and Breakfast
Building Sq Ft:	1,210-square feet

Property History:

The proposed Bed and Breakfast is located in a neighborhood of bungalows built in the 1920’s. The property is located on Lots 104 and 105, Maywood Park, platted in 1921. The area was annexed into the city in 1948. There area was zoned R-2 (Two-Family Residential) in 1965. This property has been single-family-residential-use during its entire existence.

Proposal:

The Bed and Breakfast can accommodate six (6) guests (additionally including children under five years of age). The applicants intend to operate on the AirB&B platform. Because the applicants will be living on the home’s first floor and the easily accessible loft, they will be able to monitor guests.

Physical Characteristics of Property:

The property features a single-car wide driveway lending to a detached two-car garage southwest of the house. North of the garage is a backyard and south of the garage is a swimming pool (not to be used by the guests), all within an area with a wooden privacy fence.

The applicant will occupy the master bedroom with its own bathroom. There is an additional bedroom on the main floor and a bathroom, living room, kitchen and dining room. The loft bedroom has its own living room area and a refrigerator for food if needed, so they will only need to share the bathroom on the main floor. The basement area, with rear direct exterior access for the bedroom, has its own dining area (with microwave and refrigerator) and living room.

Characteristics of the Area:

The area is a modest neighborhood of mostly bungalows on moderate-sized lots. The neighborhood is made up of predominantly single-family homes. There is no sidewalks or curb and gutters along the street.

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 Neighborhood uses for this site. This Guiding Land Use Principle, most relevant to this particular situation, would be to, “preserve 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.

Parking:

Five parking spaces will need to be provided for the owner and their guests. There will be one of the owner’s vehicles parked in the garage and one in the driveway. The three guest cars could be parked in the driveway (or two could be parked in the driveway and one in the street). Any vehicles parked in the grass must be removed and follow city codes for parking and loading.

Floodplain/Stream Buffer:

The property is not in a federally designated flood zone, or a city defined Stream Buffer area.

Inspections, Trash Collection and Safety Provisions:

The property will need to meet all applicable permitting and Fire and Life Safety Inspection requirements. The applicants are compliant with all applicable provisions of Section 14-420 of the Unified Development Ordinance (UDO). Trash collection will be provided by Teds Trash Service. 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 for an additional use not already permitted in this R-12 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 no Bed and Breakfasts in this part of Independence, there may 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 polices.

The City's Comprehensive Plan envisions Residential Neighborhood uses for this single-family 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. Special Use Permit Application
2. Narrative
3. Notification Letter
4. Other Notification
5. Address List
6. Notification Area Map
7. Affidavit
8. Floor Plan/Escape Route Main Floor
9. Floor Plan/Escape Route Lower Attic
10. Floor Plan/Escape Route Basement
11. Parking Plan
12. Zoning Map
13. Com Plan Map

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
<input type="checkbox"/> Rezoning <input type="checkbox"/> PUD Rezoning	<input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat <input type="checkbox"/> Minor Subdivision	<input type="checkbox"/> Final Site Plan <input type="checkbox"/> Preliminary Dev Plan <input type="checkbox"/> Final Dev Plan (PUD)	<input checked="" type="checkbox"/> Special Use <input checked="" type="checkbox"/> Homebased Business <input type="checkbox"/> Short-Term Rental	<input type="checkbox"/> Admin. Adjustment <input type="checkbox"/> Variance <input type="checkbox"/> Street Name Change <input type="checkbox"/> Special Sign Permit

Project Information and Location

Project Name: Janet Higgins

Project Address/Location: 1304 South Maywood Ave. Independence, MO 64052

Sq. Ft. of Building: R 12 Acreage: 3 Number of Lots/Tracts: 3 Steam Buffer (Yes or No): None

Existing Zoning: R 12 Proposed Zoning: Special Use Existing Land Use: House Proposed Land Use: House B+B

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

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

Contact Information

Applicant		Owner	
Name: <u>Same as owner</u>	Company: _____	Name: <u>Janet Higgins</u>	Company: <u>(U)</u>



Architect/Engineer/Surveyor/Other: _____

Name	Company	Name	Company
Address		Address	
Phone	Email	Phone	Email

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

Applicant's Signature: _____ Date: _____

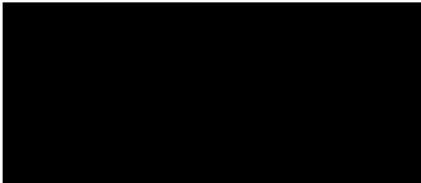
Owner's Signature: Janet Higgins Date: _____

Airbnb/Bed & Breakfast at 1304 South Maywood Ave

Contact

Dear Planning Commission and City Council
Of Independence, MO

Janet Higgins
Owner



I occupy my bedroom with an adjacent room and it's own bathroom and I have a backdoor entry and exit. I have one other bedroom on the main floor, bathroom, living room, dining room, and a kitchen that I will share with the guests. Guests will each have access to their own private bedroom and share the living room, bathroom, and dining area on the main floor, The attic loft area has its own living room area and a refrigerator for food if needed so they will only need to share the bathroom on the main floor. And lastly the basement area has its own dining and living area with bedroom availability that can sleep 5 if allotted too which has its own microwave and refrigerator that guests can use. Also. The downstairs has its own entry and exit door.

I have a love for entertaining and making others happy. I had the idea of starting an Airbnb/Bed and Breakfast on my front porch. I have been blessed with a home and I wanted to share my home with others. I was inspired of the thought of having people from all over the United States and other countries come stay and enjoy a hometown feel and warmth of Missouri while experiencing the city of Independence home of the Chiefs and Royals. Being close to the stadiums is a plus too. I am excited to have fans for both the Chiefs and Royals enjoy the hospitality and quaintness of my home and the city.

I am compliant with all the city requirements and will complete the process of being completely compliant with what the section 14-424 requires.

In the earlier application I provided names of my trash service, emergency contact sheet which I will provide to each guest and post in each guest room. I have carbon monoxide detectors, smoke detectors on each level of my home and fire extinguishers as required by code. I also have child proofed the electrical outlets.

Thank you for taking the time to review and except my application. I look forward to meeting all of you.

Sincerely,
Janet Higgins

Appendix B - Property Owner Notification Letter

City of Independence, Missouri

Date: 1-9-26

Case No. 25-200-09

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: AR B, B & Bed & Breakfast

Applicant: Janet Higgins

Location of Property: 1304 South Maywood Ave Independence Mo 64052

Planning Commission Meeting Date: January 27, 2025, at 6:00 p.m.

City Council Meeting Date: March 16, 2025, at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall _____ January 27
111 E Maple Ave, Independence, Missouri, 64050 meeting

Location to be determined — March 16 meeting

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.

Janet Higgins
Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

Airbnb/Bed & Breakfast at 1304 South Maywood Ave

Contact

Janet Higgins
Owner
1304 South Maywood Ave
Independence, MO 64052

Dear Neighbors of Independence

I am writing in regards to my Airbnb/Bed and Breakfast and am letting you know as my neighbors that I will be hosting guests in my home.

I have a love for entertaining and making others happy. I had the idea of starting an Airbnb/Bed and Breakfast on my front porch. I have been blessed with a home and I wanted to share my home with others. I was inspired of the thought of having people from all over the United States and other countries come stay and enjoy a hometown feel and warmth of Missouri while experiencing the city of Independence home of the Chiefs and Royals. Being close to the stadiums is a plus too. I am excited to have fans for both the Chiefs and Royals enjoy the hospitality and quaintness of my home and the city.

I am compliant with all the city requirements and will complete the process of being completely compliant with what the section 14-424 requires.

Thank you for taking the time to read my letter.

Sincerely,
Janet Higgins

26

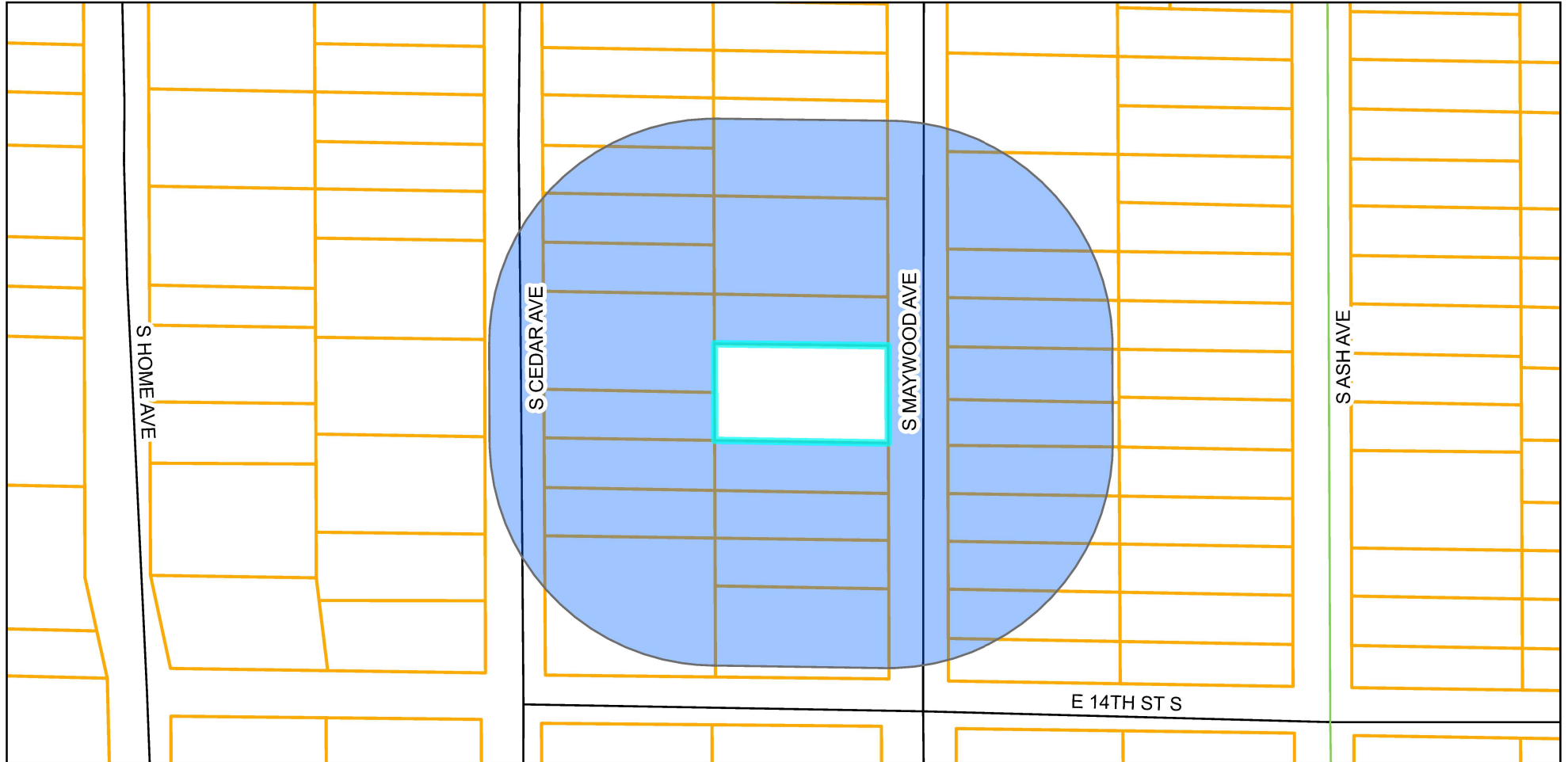
Property Address	Property Owner	Owner Address	City	State	ZIP Code
1211 S MAYWOOD AVE	Z DOCK INVESTMENTS LLC ✓	3524 NW PRIMROSE CT	LEES SUMMIT	MO	64064
1217 S CEDAR AVE	JVQA LLC ✓	903 S JONES RD	INDEPENDENCE	MO	64056
1223 S CEDAR AVE	STEWART TERRY ✓	1223 S CEDAR AVE	INDEPENDENCE	MO	64052
1224 S MAYWOOD AVE	JOHNSON MELINDA ✓	1224 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1225 S CEDAR AVE	LEUNG YIM FAI ✓	7552 CHAPPELLE WAY	ELK GROVE	CA	95757
1225 S MAYWOOD AVE	CASWELL JOHN R ✓	1225 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1226 S MAYWOOD AVE	CARNELL HAYDEN M ✓	1226 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1229 S MAYWOOD AVE	PALMER ANGELA ✓	1229 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1301 S CEDAR AVE	HERNANDEZ JOSEPH B ✓	8361 HADLEY ST	OVERLAND PARK	KS	66212
1301 S MAYWOOD AVE	WRIGHT REBECCA C ✓	1301 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1303 S CEDAR AVE	HEEGN CHRISTOPHER D ✓	1303 S CEDAR AVE	INDEPENDENCE	MO	64052
1303 S MAYWOOD AVE	ABBY HICKEY SOLE BENEFIT TRUST DATED 08/23/2024 ✓	1506 NE JACLYN DR	GRAIN VALLEY	MO	64029
1305 S MAYWOOD AVE	LUJAN ASHLEY A ✓	1305 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1307 S CEDAR AVE	VILLATORO ANDREA ✓	1300 WINDSOR ST	INDEPENDENCE	MO	64055
1307 S MAYWOOD AVE	KELLER KENNETH R & CAROL JUNE SHAW ✓	4235 S STAYTON AVE	INDEPENDENCE	MO	64055
1308 S MAYWOOD AVE	WEST HARLEN & GAIL & RONALD R ✓	8804 S BUCKNER TARSNEY RD	OAK GROVE	MO	64075
1309 S CEDAR AVE	SHAWVER ANGELA M ✓	1309 S CEDAR AVE	INDEPENDENCE	MO	64052
1309 S MAYWOOD AVE	PERRY CARRIE A ✓	1309 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1310 S MAYWOOD AVE	KCSJ REALTY LLC ✓	1166 E 67TH ST	KANSAS CITY	MO	64131
1311 S CEDAR AVE	BAHR FORREST QUINN ✓	1311 S CEDAR AVE	INDEPENDENCE	MO	64052
1311 S MAYWOOD AVE	CAMARENO JENNA ✓	1311 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1312 S MAYWOOD AVE	PERRIN ROBERT J & JENNIFER M ✓	1312 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1314 S MAYWOOD AVE	EXECUTIVE ACQUISITIONS LLC ✓	4967 NE GOODVIEW CIR	LEES SUMMIT	MO	64082
1315 S CEDAR AVE	BAHR DEWAIN JAMES & CHARLENE J ✓	1315 CEDAR AVE	INDEPENDENCE	MO	64052
1315 S MAYWOOD AVE	KMS ENTERPRISES LLC ✓	5225 E PIMA ST	TUCSON	AZ	85742
1317 S MAYWOOD AVE	DANNER JUSTIN ✓	655 NW 201 RD	WARRENSBERG	MO	64093



Notification Area


1304 S Maywood Ave

Case #25-200-09



Legend

-  Notification Area
-  Parcels

0 50 100 200 US Feet


Prepared For: Planning Commission
Meeting Date: January 13, 2026



Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-200-09

I, Janet Higgins, 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.**

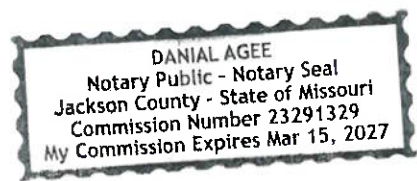
These notices were mailed on the 9 day of January, 2026

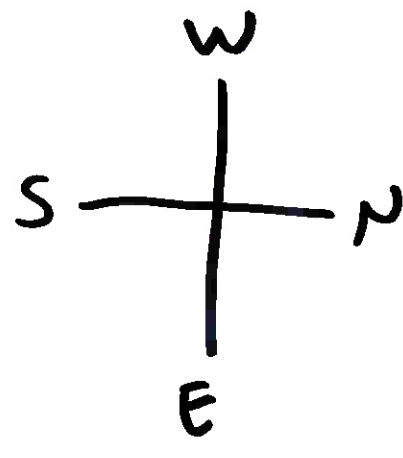
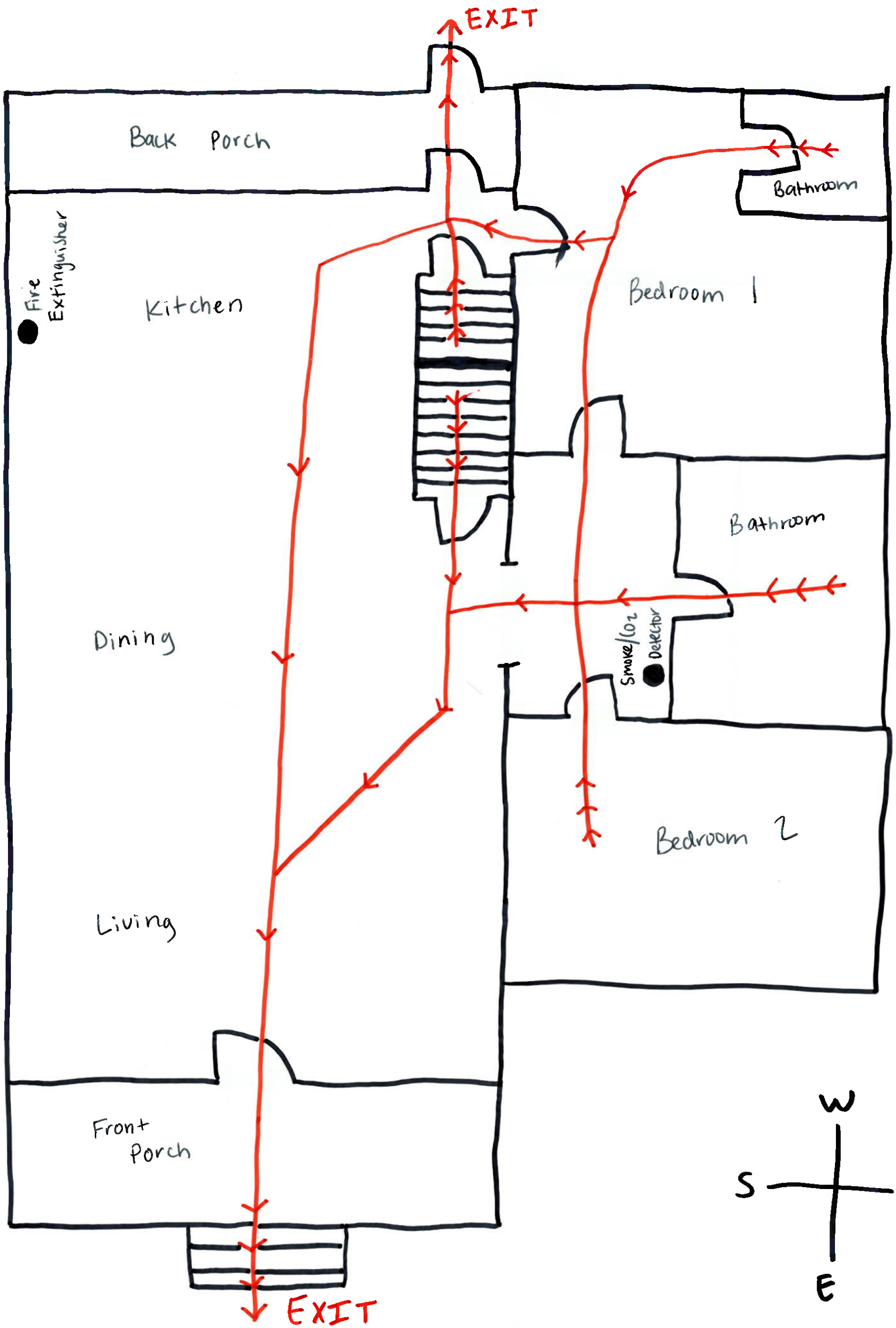
Janet Higgins
Signature of Agent, Owner or Attorney

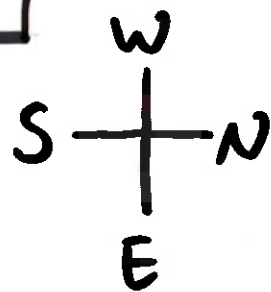
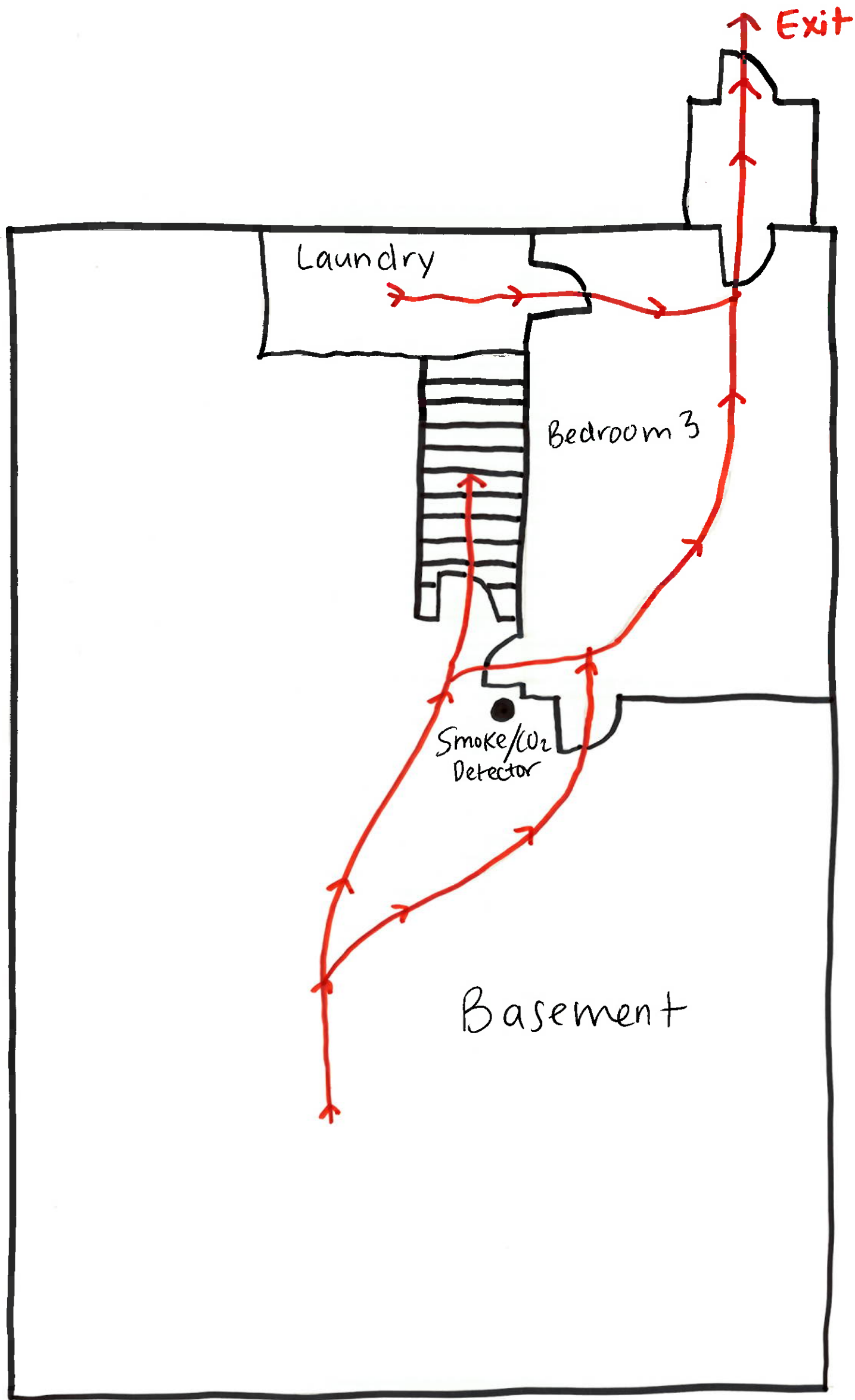
Subscribed and sworn to before me this 9th day of January, 2026

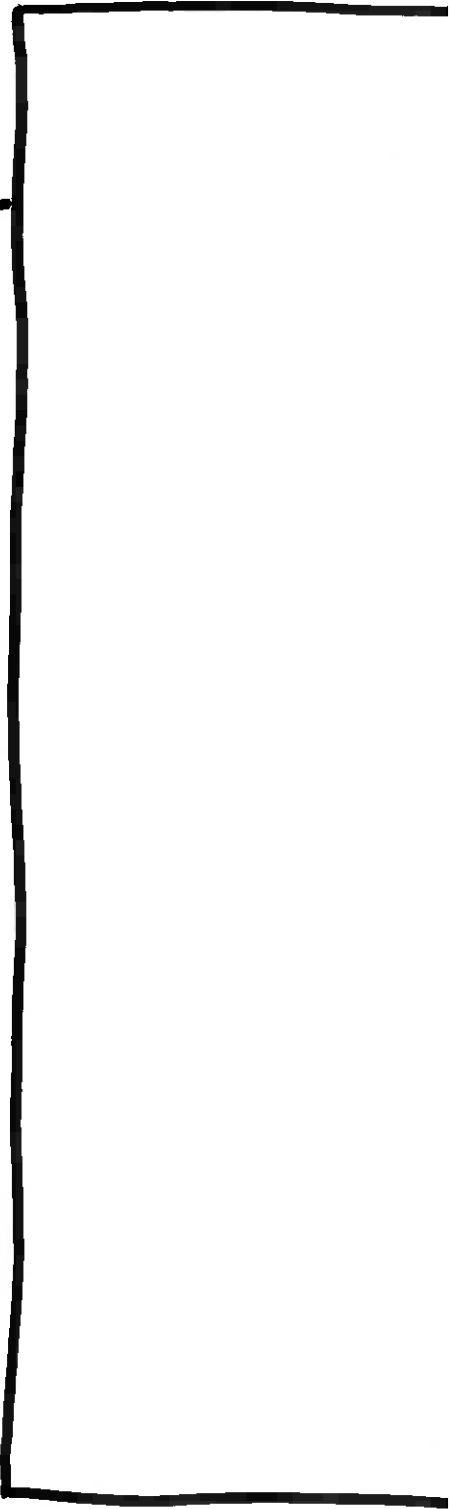
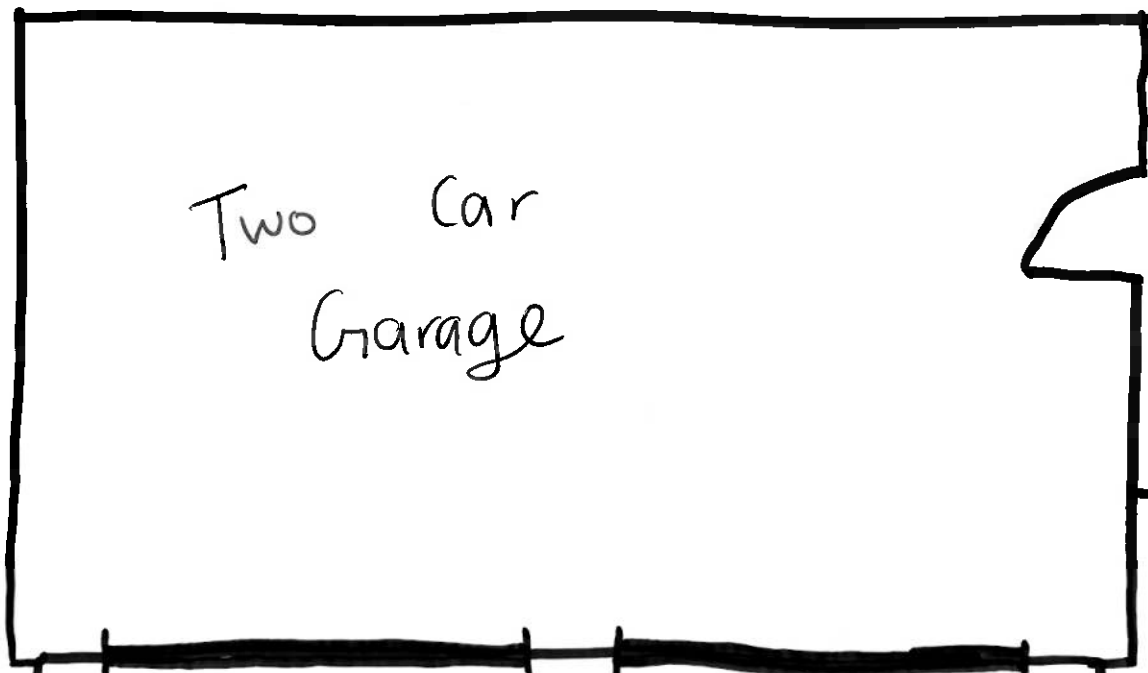
[Signature]
Notary Public

March 15, 2027
Commission Expiration Date

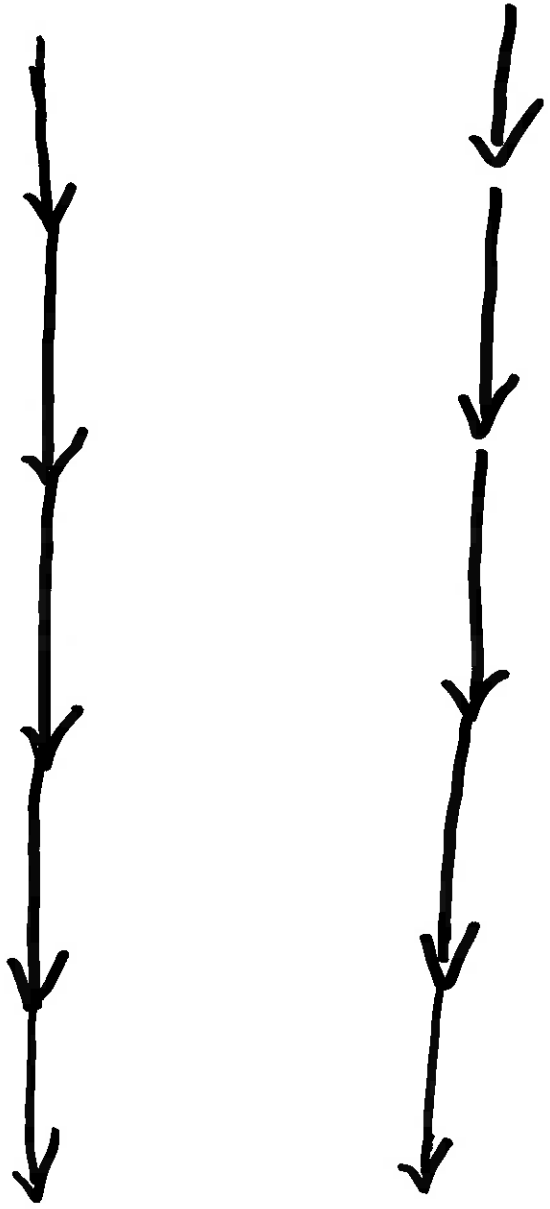




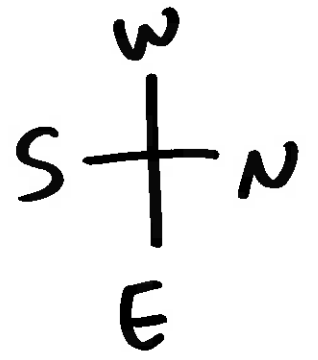




parking



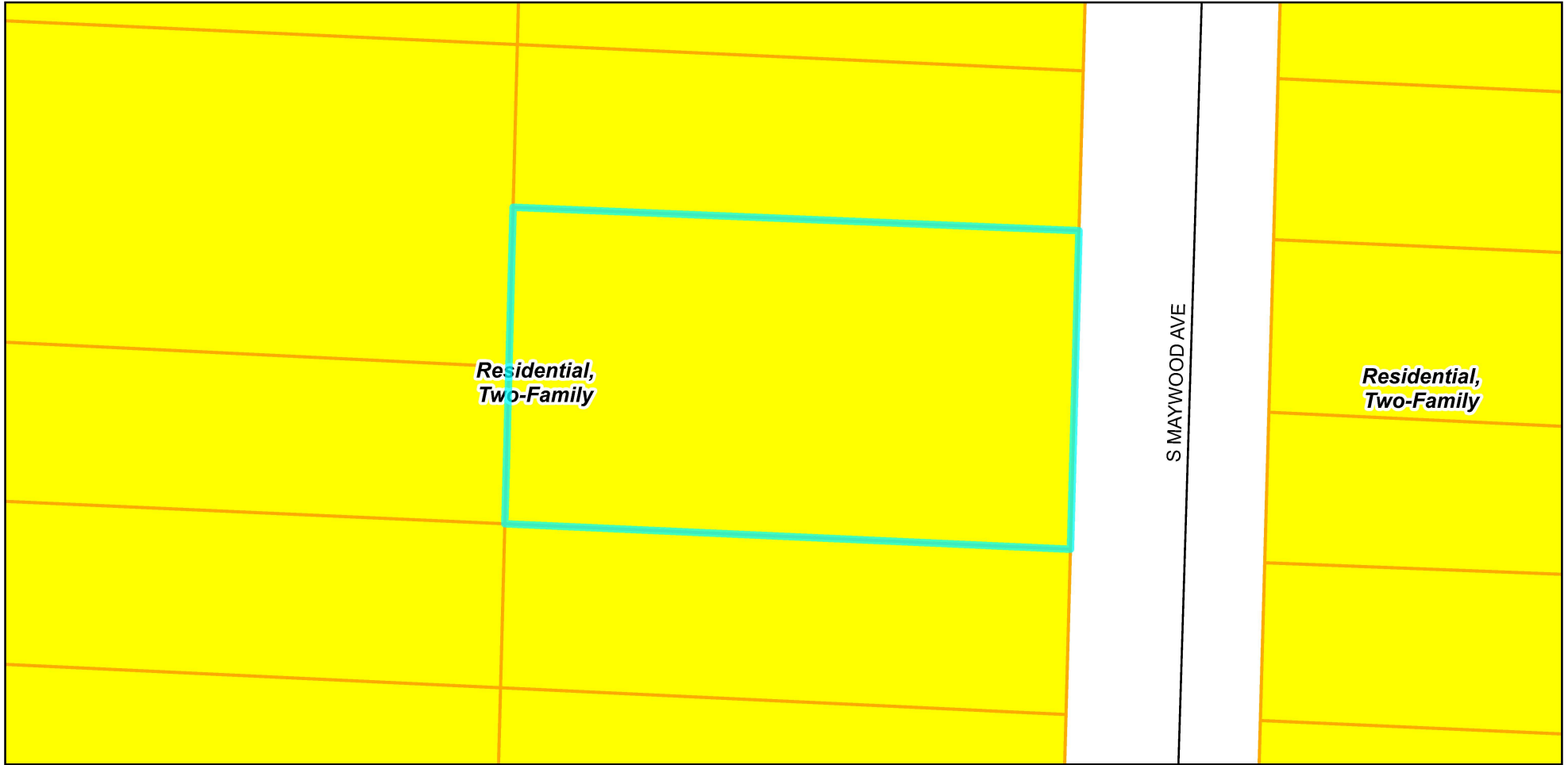
Front of House



Zoning Map

1304 S Maywood Ave

Case #25-200-09



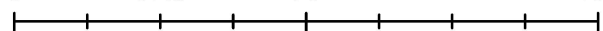
Legend

 Parcels

Zoning District

 R-12

0 37.5 75 150 US Feet



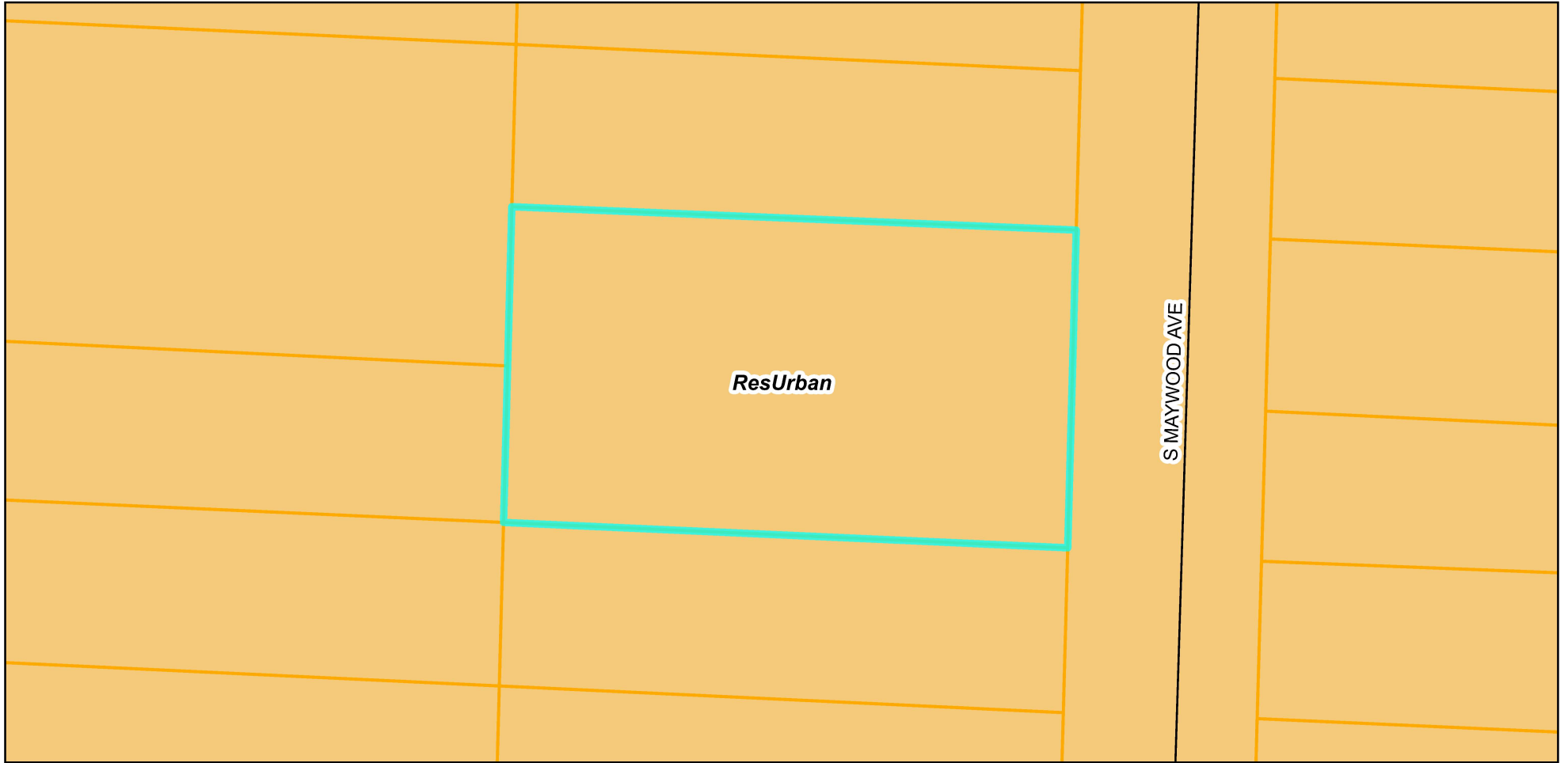
Prepared For: Planning Commission
Meeting Date: January 27, 2026



Comprehensive Plan

1304 S Maywood Ave

Case #25-200-09



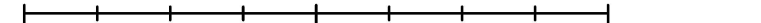
Legend

 Parcels

Comprehensive Plan

 Residential Urban Neighborhoods

0 37.5 75 150 US Feet



Prepared For: Planning Commission
Meeting Date: January 27, 2026





INDEPENDENCE ★ MISSOURI ★

A GREAT AMERICAN STORY

Planning Commission Minutes

January 27, 2026 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 1/27/2026, 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, Jose Torres, Michael Young. Absent - Virginia Ferguson.

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 — January 13, 2026**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

CASE WITHDRAWN (INFORMATION ONLY - NO ACTION REQUIRED)

1. **Case 26-400-02 – Short-Term Rental – 3701 S Scott Avenue** – A request to operate a Short-Term Rental at the property.

PUBLIC HEARINGS

1. **Case 25-200-09 – Special Use Permit – 1304 S. Maywood Avenue** - A request by Janet Higgins for a Special Use Permit for a Bed and Breakfast.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

In response to Commissioner O'Neill's question, Mr. Harker stated the driveway is paved.

Applicant Comments

Janet Higgins, 1304 S. Maywood Ave, appeared before the Commission regarding a Special Use Permit to operate an Airbnb/bed and breakfast at her residence. Ms. Higgins explained that she has owned the home for approximately four years and was drawn to sharing the historic property, which is over 120 years old. She described the home's character and her desire to host visitors as a way to contribute positively to the community.

Ms. Higgins stated she has hosted guests from across the United States and internationally, including Germany and Japan. Guests typically visit Independence for church conferences, sporting events, or other local attractions. She noted the property's proximity to major venues and shared that she actively encourages guests to support local businesses in Independence rather than traveling elsewhere.

Chairwoman Wiley asked about the length of time the applicant had been operating prior to licensure. Ms. Higgins acknowledged that she had operated without a license due to a lack of awareness of the City's requirements. Upon receiving notice from the City, she stated she immediately blocked bookings on the Airbnb platform while maintaining her account to avoid penalties.

Chairwoman Wiley also asked about the on-site swimming pool. Ms. Higgins confirmed the pool would not be used by guests and stated she would secure it with a locked gate. She noted that she lives on-site and is present during guest stays.

Public Comments

Michelle Dowell, 20902 E. 15th Street S, spoke in favor of the application. She described Ms. Higgins as a responsible host who takes great pride in her home and provides a positive experience for guests while supporting the local community.

Rebecca Wright, 1301 S. Maywood Ave, spoke in favor and noted that Ms. Higgins has been a positive addition to the neighborhood, maintaining the property well and contributing to the overall appearance and value of the area.\

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael

Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 26-175-01 – UDO Amendment #78 – Accessory Buildings & Structures – A** request to amend the Unified Development Ordinance relating to accessory buildings and structures.

Staff Presentation

Mr. Arroyo presented proposed amendments to the Unified Development Ordinance (UDO). The amendments include clarifying existing regulations for accessory buildings and structures by improving language and readability while maintaining long-standing standards such as setbacks, height limits, and lot coverage requirements.

Mr. Arroyo also presented the addition of new definitions for private, semi-private, and public swimming pools to clearly distinguish between pool types and ensure consistent application of development standards.

He explained that the purpose of the amendments is to provide clearer, more user-friendly regulations for property owners, developers, and City staff; reduce ambiguity and inconsistent enforcement; and ensure swimming pools are properly classified and regulated for zoning, placement, and safety.

Mr. Arroyo noted that the proposed amendments do not substantially change existing development standards but modernize language, reflect established practices, and align definitions with common industry usage. Staff reviewed the amendments for consistency with other City regulations and identified no conflicts with existing policies.

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.

2. **Case 26-175-02 – UDO Amendment #79 – Temporary Signs – A** request to amend the Unified Development Ordinance relating to temporary signs.

Staff Presentation

Mr. Arroyo presented a proposed amendment to the Unified Development Ordinance related to temporary opinion signs. He explained that the amendment allows temporary signs expressing the opinion of the property owner or occupant on matters of public interest, subject to specific time-based standards. Signs may be installed no more than sixty (60) days prior to an election

and must be removed within ten (10) days following the conclusion of the election.

Mr. Arroyo stated that the amendment provides clarity and predictability for residents, businesses, and enforcement staff by establishing clear temporal limits rather than relying on subjective determinations. He noted that the regulation is content-neutral and focuses solely on the timing of sign display rather than the message conveyed. Staff reviewed the amendment for consistency with other City regulations and found no conflicts with existing policies.

In response to Commissioner Nesbitt's question, Mr. Arroyo stated that the City reviewed surrounding jurisdictions and found that a sixty (60) day timeframe is the standard. Commissioner Nesbitt indicated a preference for a thirty (30) day period instead. Mr. Arroyo also noted that Code Enforcement removes signs located within the public right-of-way.

In response to Chairwoman Wiley's question, Mr. Arroyo stated this amendment is for all temporary signs and not just election signs.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING FEBRUARY 10, 2026

ADJOURNMENT

The meeting was adjourned at 6:39 p.m.

BILL NO. 20-021

ORDINANCE NO. 19792

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A BED AND BREAKFAST AT 1304 S. MAYWOOD AVENUE, IN INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted requests approval of a Special Use Permit to allow for a Bed and Breakfast at 1304 S. South Maywood Avenue, 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 January 27, 2026, and rendered a report to the City Council recommending the Special Use Permit be approved by a vote of 6-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request was consistent with the review criteria in Section 14-704-09; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the Special Use Permit of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. The following described tract of real estate is hereby declared subject to the Special Use Permit approved by this ordinance. The site is legally described as follows:

Maywood Park, Lots 104 and 105

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 Codes and comply with Section 5.01.004 (Article 1, Chapter 5) of the City Code. The business license number shall be listed on all advertisements and online platforms.
- 2) The business must comply with all safety and other standards required by Section 14-420 of the City Code.
- 3) Bed and Breakfast will comply with Article 3, Chapter 5 of the City Code.
- 4) The Bed and Breakfast shall secure refuse collection services from a collector who is licensed to be operating within in the City of Independence.
- 5) The Bed and Breakfast shall provide the following:
 - a. Map to identify escape routes;
 - b. Carbon Monoxide detection as required by code;
 - c. Child-proofed electrical outlets;
 - d. Emergency contact information for the owner or manger shall be provided to each guest and posted in each guest room;
 - e. Fire extinguishers as required by code;
 - f. Smoke detectors as required by code.
- 6) The B&B will have only six (6) guests at a time (except for children under 5 years of age).

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 10th DAY OF March, 2026, 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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to accessory buildings & structures. **Full Public Hearing.**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 1-27-26 Public Notice Proof

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, January 27, 2026, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri, and before the **City Council** at 6:00 p.m., Monday, March 16, 2026 at a location that will be advertised at least 15 days prior to the meeting, on the following matter(s):

Case 25-200-09 – Special Use Permit – 1304 S. Maywood Avenue - A request for a Special Use Permit to operate a Bed and Breakfast.

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

Case 26-175-01 – UDO Amendment #78 – Accessory Buildings & Structures – A request to amend the Unified Development Ordinance relating to accessory buildings and structures.

Case 26-175-02 – UDO Amendment #79 – Temporary Signs – A request to amend the Unified Development Ordinance relating to temporary signs.

The Planning Commission and City Council will conduct a full public hearing on these items.

Witness my hand this 6 th day of January, 2026.

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

One Insertion: January 10, 2026

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-022 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to accessory buildings & structures. **2R Item passes 7-0 Ord. No. 19793**

Recommendations:

Commissioner O’Neill made a motion to recommend approval of case 26-175-01, UDO Amendment #78 Accessory Buildings & Structures.

A second to the motion was made by Commissioner Torres. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Absent

Commissioner Nesbitt – Yes

Commissioner O’Neill – Yes

Commissioner Torres - Yes

Commissioner L. Wiley – Yes

Commissioner Young - Yes

The motion passed and the application is forwarded to the City Council for its consideration. Staff recommends approval of this amendment.

Background:

A proposed Amendment #78 to the Unified Development Ordinance (UDO) to amend and clarify the accessory building and structures regulations.

BACKGROUND AND PROPOSAL:

Accessory buildings and structures have been regulated by the City’s zoning ordinance for many decades. These provisions address the placement, size, and use of structures that are incidental and subordinate to a principal building, such as detached garages, sheds, and similar structures.

The regulations for accessory buildings and structures have remained largely unchanged since their initial adoption. However, over time, questions and varying interpretations have arisen due to outdated language and the absence of certain definitions. This has created a need to clarify the standards to ensure consistency and ease of use for property owners, contractors, and staff.

Additionally, the current UDO does not include specific definitions for swimming pools, despite their long-standing presence in the community. The absence of clear definitions has occasionally caused uncertainty in enforcement and permitting.

PROPOSAL

The proposed UDO amendments include the following:

1. Clarification of Accessory Building and Structure Regulations

- Update existing provisions to improve clarity without substantially altering long-standing standards.
- Maintain core requirements such as setbacks, maximum heights, and lot coverage limitations, while improving language for readability and interpretation.

2. Addition of Swimming Pool Definitions

- Add new definitions for private, semi-private and public swimming pools to clearly differentiate between types and ensure consistent application of development standards.

The purpose of these amendments is to:

- Provide clearer, more user-friendly regulations for property owners, developers, and City staff.
- Maintain long-standing development standards while removing ambiguity.
- Ensure swimming pools are appropriately classified and provide clear regulations within the UDO.
- Reduce the potential for misinterpretation and inconsistent enforcement.

The proposed amendments do not substantially change the City's development standards for accessory buildings and structures. Instead, they modernize the language for clarity, incorporate intended and past practices, and align definitions with common industry and regulatory usage. Adding swimming pool definitions will improve the city's ability to regulate these amenities consistently, particularly with regard to placement, safety, and zoning compliance.

Staff have reviewed the amendments for consistency with other city regulations and found no conflicts with existing policies.

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance 26-175-01 Amend #78 Accessory Building & Structures - PDF
2. Ordinance 26-175-01 Amend #78 Accessory Building & Structures - Word
3. Staff Report Accessory Buildings & Structures UDO Amendment #78b
4. 14-201 GENERAL TERMS
5. 14- 400 ACCESSORY USES AND STRUCTURES
6. Planning Commission Meeting Minutes 01-27-26
7. Ord. No. 19793

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO ACCESSORY BUILDINGS & STRUCTURES.

WHEREAS, the Unified Development Ordinance was approved by the City Council on June 15, 2009, by Ordinance No. 17339 and became effective on July 1, 2009; and,

WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for consideration of the request on January 27, 2026, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 6-0; and,

WHEREAS, City Council has authority under RSMo. Ch. 89.020 to enact and amend zoning ordinances to promote health, safety, morals, and the general welfare of the community; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

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

SECTION 1. That Section 14-201-01 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

”14-201-01 General terms

Unless otherwise noted, the following words and terms shall apply to this chapter.

RECREATIONAL FACILITY, PUBLIC – An outdoor facility such as a tennis court, swimming pool, and other similar facilities that are open to all members of the community.

RECREATIONAL FACILITY, SEMIPRIVATE – An outdoor facility such as a tennis court, swimming pool, and other similar facilities that offers access to a limited, defined group of people including but not limited to residents of a specific neighborhood, apartment complex, or motel or hotel.

SWIMMING POOL, PRIVATE — A swimming pool that is located in conjunction with a single-family residence.

SWIMMING POOL, PUBLIC — A swimming pool that is operated by any public agency or private agency or person offering access to the general public.

SWIMMING POOL, SEMIPRIVATE — A swimming pool that is located in conjunction with a multiple-family housing project, apartment complex, motel or hotel or is operated for or by a homeowners' association.”

SECTION 2. That Section 14-400-01 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“ 14-400-01 General

14-400-01-A. Time of Construction. Unless otherwise noted in this article, accessory structures must be constructed in conjunction with or after the principal building. They may not be built prior to the construction of the principal building. In R-A districts, detached accessory buildings **and structures** may be constructed prior to the principal structure only in accordance with this section.

14-400-01-C. Lot and Building/Structure Standards.

2. **Interior Setbacks.** In the R-A district, detached accessory buildings **and structures** must be set back at least 35 feet from all interior lot lines. In all other R districts, detached accessory buildings **and structures** must be set back at least five feet from all interior lot lines.
3. **Exterior Setbacks.** Accessory buildings **and structures** shall be subject to the same required setback as the primary structure. For non-corner lots, accessory buildings **and structures** shall not project past the front of the primary structure. This provision shall not apply to accessory structures on R-A and R-1 zoned properties of over five acres in size, where detached accessory buildings shall be set back at least 50 feet from all exterior lot lines.
4. **Separation.** Accessory buildings must be separated by a minimum distance of ~~ten~~ **five (5)** feet from all other accessory and principal buildings **subject to meeting the City’s latest adopted building codes.**
5. **Height of Accessory Structures.** **Unless otherwise provided in this development ordinance,** Accessory structures may not exceed 25 feet in height, or the height of the principal building on the same lot, whichever is less. This provision shall not apply to accessory structures on R-A zoned properties of over ten acres in size. In any case, no structure or any appurtenances thereto shall exceed the height limitations prescribed by the Federal Aviation Agency within the flight approach zone of an airport.

6. **Building Coverage.** In R districts, detached accessory buildings may not cover more than 15 percent of the actual area of the rear yard or an area exceeding 50 percent of the building coverage of the principal building, whichever is greater, provided that at least 600 square feet of accessory building coverage is allowed on any lot in an R district. This provision shall not apply to accessory **buildings structures** on R-A zoned properties of over ten acres in size.”

SECTION 3. That Section 14-400-02 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“14-400-02 Fences

14-400-02-A.General. The general regulations of this subsection apply to all fences, regardless of the zoning district in which they are located.

11. Fences around **public and semipublic recreational facilities, including but not limited to** tennis courts, swimming pools and other similar recreational facilities, are limited to ten feet in height. Such fences must comply with any other requirements of the City Code.”

SECTION 4. That Section 14-400-06 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“14-400-06 Swimming pools

14-400-06-A.Private swimming pools that are accessory to and located on the same lot as an allowed principal residential use may not be located within:

- a. Within any required exterior setback;
- b. Within five feet of interior side lot line;
- c. Within seven feet of a rear lot line;
- d. Within ten feet of any building or structure.

Setbacks are inclusive of the concrete apron or deck surrounding the swimming pool.

14-400-06-B.All other swimming pools must comply with the setback requirements of the underlying zoning district and must be located at least 50 feet from lots occupied by **single family residence dwelling units.** **All other swimming pools shall be reviewed in accordance with this development ordinance and other applicable City Code requirements.**”

SECTION 5. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 6. That correction of any scriveners’ errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS _____ DAY OF _____, 2026, 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

NOTE: Words struck through are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO ACCESSORY BUILDINGS & STRUCTURES.

WHEREAS, the Unified Development Ordinance was approved by the City Council on June 15, 2009, by Ordinance No. 17339 and became effective on July 1, 2009; and,

WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for consideration of the request on January 27, 2026, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 6-0; and,

WHEREAS, City Council has authority under RSMo. Ch. 89.020 to enact and amend zoning ordinances to promote health, safety, morals, and the general welfare of the community; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

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

SECTION 1. That Section 14-201-01 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

”14-201-01 General terms

Unless otherwise noted, the following words and terms shall apply to this chapter.

RECREATIONAL FACILITY, PUBLIC – An outdoor facility such as a tennis court, swimming pool, and other similar facilities that are open to all members of the community.

RECREATIONAL FACILITY, SEMIPRIVATE – An outdoor facility such as a tennis court, swimming pool, and other similar facilities that offers access to a limited, defined group of people including but not limited to residents of a specific neighborhood, apartment complex, or motel or hotel.

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SECTION 2. That Section 14-400-01 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“ 14-400-01 General

14-400-01-A. Time of Construction. Unless otherwise noted in this article, accessory structures must be constructed in conjunction with or after the principal building. They may not be built prior to the construction of the principal building. In R-A districts, detached accessory buildings **and structures** may be constructed prior to the principal structure only in accordance with this section.

14-400-01-C. Lot and Building/Structure Standards.

2. **Interior Setbacks.** In the R-A district, detached accessory buildings **and structures** must be set back at least 35 feet from all interior lot lines. In all other R districts, detached accessory buildings **and structures** must be set back at least five feet from all interior lot lines.
3. **Exterior Setbacks.** Accessory buildings **and structures** shall be subject to the same required setback as the primary structure. For non-corner lots, accessory buildings **and structures** shall not project past the front of the primary structure. This provision shall not apply to accessory structures on R-A and R-1 zoned properties of over five acres in size, where detached accessory buildings shall be set back at least 50 feet from all exterior lot lines.
4. **Separation.** Accessory buildings must be separated by a minimum distance of ~~ten~~ **five (5)** feet from all other accessory and principal buildings **subject to meeting the City’s latest adopted building codes.**
5. **Height of Accessory Structures.** **Unless otherwise provided in this development ordinance,** Accessory structures may not exceed 25 feet in height, or the height of the principal building on the same lot, whichever is less. This provision shall not apply to accessory structures on R-A zoned properties of over ten acres in size. In any case, no structure or any appurtenances thereto shall exceed the height limitations prescribed by the Federal Aviation Agency within the flight approach zone of an airport.

6. **Building Coverage.** In R districts, detached accessory buildings may not cover more than 15 percent of the actual area of the rear yard or an area exceeding 50 percent of the building coverage of the principal building, whichever is greater, provided that at least 600 square feet of accessory building coverage is allowed on any lot in an R district. This provision shall not apply to accessory **buildings structures** on R-A zoned properties of over ten acres in size.”

SECTION 3. That Section 14-400-02 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“14-400-02 Fences

14-400-02-A.General. The general regulations of this subsection apply to all fences, regardless of the zoning district in which they are located.

11. Fences around **public and semipublic recreational facilities, including but not limited to** tennis courts, swimming pools and other similar recreational facilities, are limited to ten feet in height. Such fences must comply with any other requirements of the City Code.”

SECTION 4. That Section 14-400-06 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“14-400-06 Swimming pools

14-400-06-A.Private swimming pools that are accessory to and located on the same lot as an allowed principal residential use may not be located within:

- a. Within any required exterior setback;
- b. Within five feet of interior side lot line;
- c. Within seven feet of a rear lot line;
- d. Within ten feet of any building or structure.

Setbacks are inclusive of the concrete apron or deck surrounding the swimming pool.

14-400-06-B.All other swimming pools must comply with the setback requirements of the underlying zoning district and must be located at least 50 feet from lots occupied by **single family residence dwelling units.** **All other swimming pools shall be reviewed in accordance with this development ordinance and other applicable City Code requirements.**”

SECTION 5. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 6. That correction of any scriveners’ errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS _____ DAY OF _____, 2026, 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

NOTE: Words struck through are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

MEETING DATE: January 27, 2026

STAFF: Tom Scannell, Community Development Director

PROJECT NAME: UDO Amendment #78

CASE NUMBER / REQUEST: Case 26-175-01 – UDO Amendment #78 – Accessory Buildings and Structures – A request to amend the Unified Development Ordinance relating to accessory buildings and structures.

APPLICANT: City of Independence

PUBLIC NOTICE:

- Public notice published in Independence Examiner – January 10, 2026

FURTHER ACTION:

Following action by the Planning Commission, this UDO Amendment is scheduled for first reading by City Council on March 2, 2026 and the public hearing/second reading on March 16, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of the proposed amendment to the Unified Development Ordinance.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

The city proposes Amendment #78 to the Unified Development Ordinance (UDO) to amend and clarify the accessory building and structure regulations.

BACKGROUND & HISTORY:

Accessory buildings and structures have been regulated by the City’s zoning ordinance for many decades. These provisions address the placement, size, and use of structures that are incidental and subordinate to a principal building, such as detached garages, sheds, and similar structures.

The regulations for accessory buildings and structures have remained largely unchanged since their initial adoption. However, over time, questions and varying interpretations have arisen due to outdated language and the absence of certain definitions. This has created a need to clarify the standards to ensure consistency and ease of use for property owners, contractors, and staff.

Additionally, the current UDO does not include specific definitions for swimming pools, despite their long-standing presence in the community. The absence of clear definitions has occasionally caused uncertainty in enforcement and permitting.

PROPOSED AMENDMENTS

The proposed UDO amendments include the following:

1. Clarification of Accessory Building and Structure Regulations
 - Update existing provisions to improve clarity without substantially altering long-standing standards.
 - Maintain core requirements such as setbacks, maximum heights, and lot coverage limitations, while improving language for readability and interpretation.
2. Addition of Swimming Pool Definitions
 - Add new definitions for private, semi-private and public swimming pools to clearly differentiate between types and ensure consistent application of development standards.

The purpose of these amendments is to:

- Provide clearer, more user-friendly regulations for property owners, developers, and City staff.
- Maintain long-standing development standards while removing ambiguity.
- Ensure swimming pools are appropriately classified and provide clear regulations within the UDO.
- Reduce the potential for misinterpretation and inconsistent enforcement.

The proposed amendments do not substantially change the City's development standards for accessory buildings and structures. Instead, they modernize the language for clarity, incorporate intended and past practices, and align definitions with common industry and regulatory usage. Adding swimming pool definitions will improve the city's ability to regulate these amenities consistently, particularly with regard to placement, safety, and zoning compliance.

Staff have reviewed the amendments for consistency with other city regulations and found no conflicts with existing policies.

EXHIBITS

1. Section 14-201 General Terms
2. Section 14-400 Accessory Uses and Structures

14-201 GENERAL TERMS

14-201-01 General terms

Unless otherwise noted, the following words and terms shall apply to this chapter.

RECREATIONAL FACILITY, PUBLIC – An outdoor facility such as a tennis court, swimming pool, and other similar facilities that are open to all members of the community.

RECREATIONAL FACILITY, SEMIPRIVATE – An outdoor facility such as a tennis court, swimming pool, and other similar facilities that offers access to a limited, defined group of people including but not limited to residents of a specific neighborhood, apartment complex, or motel or hotel.

SWIMMING POOL, PRIVATE — A swimming pool that is located in conjunction with a single-family residence.

SWIMMING POOL, PUBLIC — A swimming pool that is operated by any public agency or private agency or person offering access to the general public.

SWIMMING POOL, SEMIPRIVATE — A swimming pool that is located in conjunction with a multiple-family housing project, apartment complex, motel or hotel or is operated for or by a homeowners' association.

14-400 ACCESSORY USES AND STRUCTURES

14-400-01 General

Accessory uses and structures are permitted in connection with any lawfully established principal use unless otherwise expressly provided in this development ordinance. Also, unless otherwise expressly stated, accessory uses and structures are subject to the same regulations as the principal use or structure.

14-400-01-A. Time of Construction. Unless otherwise noted in this article, accessory structures must be constructed in conjunction with or after the principal building. They may not be built prior to the construction of the principal building. In R-A districts, detached accessory buildings **and structures** may be constructed prior to the principal structure only in accordance with this section.

14-400-01-B. Subordinate Nature.

1. Accessory uses must be subordinate and clearly incidental to the principal use of the property.
2. Accessory structures must be of secondary importance and subordinate to the principal building on the property.

14-400-01-C. Lot and Building/Structure Standards.

1. **General.** The lot and building standards of the base zoning district apply to accessory structures unless otherwise expressly stated. This provision shall include the use durable building materials and not canvas, plastic, and similar materials.
2. **Interior Setbacks.** In the R-A district, detached accessory buildings **and structures** must be set back at least 35 feet from all interior lot lines. In all other R districts, detached accessory buildings **and structures** must be set back at least five feet from all interior lot lines.
3. **Exterior Setbacks.** Accessory buildings **and structures** shall be subject to the same required setback as the primary structure. For non-corner lots, accessory buildings **and structures** shall not project past the front of the primary structure. This provision shall not apply to accessory structures on R-A and R-1 zoned properties of over five acres in size, where detached accessory buildings shall be set back at least 50 feet from all exterior lot lines.
4. **Separation.** Accessory buildings must be separated by a minimum distance of ~~ten-five (5)~~ feet from all other accessory and principal buildings **subject to meeting the City's latest adopted building codes**.
5. **Height of Accessory Structures.** **Unless otherwise provided in this development ordinance, A** accessory structures may not exceed 25 feet in height, or the height of the principal building on the same lot, whichever is less. This provision shall not apply to accessory structures on R-A zoned properties of over ten acres in size. In any case, no structure or any appurtenances thereto shall exceed the height limitations prescribed by the Federal Aviation Agency within the flight approach zone of an airport.
6. **Building Coverage.** In R districts, detached accessory buildings may not cover more than 15 percent of the actual area of the rear yard or an area exceeding 50 percent of the building coverage of the principal building, whichever is greater, provided that at least 600 square feet of accessory building coverage is allowed on any lot in an R district. This provision shall not apply to accessory **buildings structures** on R-A zoned properties of over ten acres in size.
7. **Design and Appearance.** In all residential districts, the design and construction of any accessory garage, carport or storage building or shed larger than 120 square feet shall be similar to or compatible with the design and construction of the main building. The exterior building materials and colors shall be similar to the main building or shall be commonly associated with residential construction. This provision shall

not apply to accessory structures used for bona-fide agricultural activities on properties over ten acres in size.

8. **Accessory Buildings as Primary Structures, R-A District Only.** In R-A Districts, detached accessory buildings may be constructed prior to the principal structure provided that all the following conditions are met:
- (a) The subject property must be at least ten acres in size.
 - (b) The accessory building must be setback at least 200 feet from any exterior lot lines, and 100 feet from any interior lot lines.
 - (c) The use of the accessory building is limited to agricultural uses including, but not limited, to the keeping of livestock and the storage of farm machinery and equipment.

14-400-02 Fences

14-400-02-A.General. The general regulations of this subsection apply to all fences, regardless of the zoning district in which they are located.

- 1. All fences must be constructed in a workman-like manner of customary or normal fencing materials.
- 2. The materials used in fence construction must be manufactured and marketed for construction of permanent fences.
- 3. Plastic-coated, chain-link fences are allowed only in those instances where chain-link fencing is allowed.
- 4. Materials typically used for temporary fences, such as plastic, PVC, or similar materials may not be used for permanent fences.
- 5. Bright colors such as orange, yellow or red are not permitted for permanent fences.
- 6. Not more than two different types of materials may be used in the construction of any fence.
- 7. All fence support structures must be located on the inside of the fence covering material.
- 8. All fences must be maintained in a reasonable condition and vertical position, and any missing or deteriorated slats, pickets, other fencing material, or structural elements must be replaced in a timely manner with the same quality of material and workmanship.
- 9. No fence may be used to display any sign or advertising material other than a small—maximum one square foot—placard identifying the sign contractor/manufacturer. Advisory 'No Trespassing' and related safety/warning signs of two square feet or less may be posted on fences.
- 10. No private fence shall be installed on public property, including in the street right-of-way. Fences are subject to the intersection visibility standards of the Design and Construction Manual.
- 11. Fences around **public and semipublic recreational facilities, including but not limited to** tennis courts, swimming pools and other similar recreational facilities, are limited to ten feet in height. Such fences must comply with any other requirements of the City Code.
- 12. Electrically charged fences are prohibited except in the R-A district, where they may be used in conjunction with bona-fide farming activities.
- 13. Barbed wire fencing is prohibited except where it may be used in conjunction with bona-fide agricultural activities. Barbed wire fencing may also be approved as an administrative adjustment when deemed necessary to protect health and safety in association with utility structures, landfills, airports or similar facilities. When approved as an administrative adjustment, barbed wire fencing must be located

at least seven feet above grade. For the purposes of this chapter, the term "barbed wire" shall include concertina wire, razor wire, razor ribbon and other security wire types.

14-400-06 Swimming pools

14-400-06-A. Private swimming pools that are accessory to and located on the same lot as an allowed principal residential use may not be located within:

- a. Within any required exterior setback;
- b. Within five feet of interior side lot line;
- c. Within seven feet of a rear lot line;
- d. Within ten feet of any building or structure.

Setbacks are inclusive of the concrete apron or deck surrounding the swimming pool.

14-400-06-B. All other swimming pools must comply with the setback requirements of the underlying zoning district and must be located at least 50 feet from lots occupied by ~~single family residence dwelling units~~. **All other swimming pools shall be reviewed in accordance with this development ordinance and other applicable City Code requirements.**



INDEPENDENCE * MISSOURI *

A GREAT AMERICAN STORY

Planning Commission Minutes

January 27, 2026 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 1/27/2026, 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, Jose Torres, Michael Young. Absent - Virginia Ferguson.

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 — January 13, 2026**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

CASE WITHDRAWN (INFORMATION ONLY - NO ACTION REQUIRED)

1. **Case 26-400-02 – Short-Term Rental – 3701 S Scott Avenue** – A request to operate a Short-Term Rental at the property.

PUBLIC HEARINGS

1. **Case 25-200-09 – Special Use Permit – 1304 S. Maywood Avenue** - A request by Janet Higgins for a Special Use Permit for a Bed and Breakfast.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

In response to Commissioner O'Neill's question, Mr. Harker stated the driveway is paved.

Applicant Comments

Janet Higgins, 1304 S. Maywood Ave, appeared before the Commission regarding a Special Use Permit to operate an Airbnb/bed and breakfast at her residence. Ms. Higgins explained that she has owned the home for approximately four years and was drawn to sharing the historic property, which is over 120 years old. She described the home's character and her desire to host visitors as a way to contribute positively to the community.

Ms. Higgins stated she has hosted guests from across the United States and internationally, including Germany and Japan. Guests typically visit Independence for church conferences, sporting events, or other local attractions. She noted the property's proximity to major venues and shared that she actively encourages guests to support local businesses in Independence rather than traveling elsewhere.

Chairwoman Wiley asked about the length of time the applicant had been operating prior to licensure. Ms. Higgins acknowledged that she had operated without a license due to a lack of awareness of the City's requirements. Upon receiving notice from the City, she stated she immediately blocked bookings on the Airbnb platform while maintaining her account to avoid penalties.

Chairwoman Wiley also asked about the on-site swimming pool. Ms. Higgins confirmed the pool would not be used by guests and stated she would secure it with a locked gate. She noted that she lives on-site and is present during guest stays.

Public Comments

Michelle Dowell, 20902 E. 15th Street S, spoke in favor of the application. She described Ms. Higgins as a responsible host who takes great pride in her home and provides a positive experience for guests while supporting the local community.

Rebecca Wright, 1301 S. Maywood Ave, spoke in favor and noted that Ms. Higgins has been a positive addition to the neighborhood, maintaining the property well and contributing to the overall appearance and value of the area.\

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael

Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 26-175-01 – UDO Amendment #78 – Accessory Buildings & Structures – A** request to amend the Unified Development Ordinance relating to accessory buildings and structures.

Staff Presentation

Mr. Arroyo presented proposed amendments to the Unified Development Ordinance (UDO). The amendments include clarifying existing regulations for accessory buildings and structures by improving language and readability while maintaining long-standing standards such as setbacks, height limits, and lot coverage requirements.

Mr. Arroyo also presented the addition of new definitions for private, semi-private, and public swimming pools to clearly distinguish between pool types and ensure consistent application of development standards.

He explained that the purpose of the amendments is to provide clearer, more user-friendly regulations for property owners, developers, and City staff; reduce ambiguity and inconsistent enforcement; and ensure swimming pools are properly classified and regulated for zoning, placement, and safety.

Mr. Arroyo noted that the proposed amendments do not substantially change existing development standards but modernize language, reflect established practices, and align definitions with common industry usage. Staff reviewed the amendments for consistency with other City regulations and identified no conflicts with existing policies.

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.

2. **Case 26-175-02 – UDO Amendment #79 – Temporary Signs – A** request to amend the Unified Development Ordinance relating to temporary signs.

Staff Presentation

Mr. Arroyo presented a proposed amendment to the Unified Development Ordinance related to temporary opinion signs. He explained that the amendment allows temporary signs expressing the opinion of the property owner or occupant on matters of public interest, subject to specific time-based standards. Signs may be installed no more than sixty (60) days prior to an election

and must be removed within ten (10) days following the conclusion of the election.

Mr. Arroyo stated that the amendment provides clarity and predictability for residents, businesses, and enforcement staff by establishing clear temporal limits rather than relying on subjective determinations. He noted that the regulation is content-neutral and focuses solely on the timing of sign display rather than the message conveyed. Staff reviewed the amendment for consistency with other City regulations and found no conflicts with existing policies.

In response to Commissioner Nesbitt's question, Mr. Arroyo stated that the City reviewed surrounding jurisdictions and found that a sixty (60) day timeframe is the standard. Commissioner Nesbitt indicated a preference for a thirty (30) day period instead. Mr. Arroyo also noted that Code Enforcement removes signs located within the public right-of-way.

In response to Chairwoman Wiley's question, Mr. Arroyo stated this amendment is for all temporary signs and not just election signs.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING FEBRUARY 10, 2026

ADJOURNMENT

The meeting was adjourned at 6:39 p.m.

BILL NO. 26-022
ORDINANCE NO. 19793

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO TEMPORARY SIGNS.

WHEREAS, the Unified Development Ordinance was approved by the City Council on June 15, 2009, by Ordinance No. 17339 and became effective on July 1, 2009; and,

WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for consideration of the request on January 27, 2026, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 6-0; and,

WHEREAS, City Council has authority under RSMo. Ch. 89.020 to enact and amend zoning ordinances to promote health, safety, morals, and the general welfare of the community; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

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

SECTION 1. That Section 14-504-04 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

"14-504-04 Signs allowed without a permit

The following signs are allowed without a permit, but may be subject to other regulations under this article:

14-504-04-H. The following temporary service signs are allowed on residential property in conjunction with Section 14-504-12:

3. Temporary signs may be used to express the opinion of the owner or occupant on any matter deemed by the person to be of public interest. **Said signs shall be**

installed no more than sixty (60) days prior to the scheduled election and shall be removed within ten (10) days following the conclusion of that election.

14-504-04-I. The following temporary service signs are allowed on nonresidential property in conjunction with Section 14-504-13:

3. Temporary signs may be used to express the opinion of the owner or occupant on any matter deemed by the person to be of public interest. **Said signs shall be installed no more than sixty (60) days prior to the scheduled election and shall be removed within ten (10) days following the conclusion of that election.**

SECTION 2. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.


SECTION 3. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS 16th DAY OF March, 2026, 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



NOTE: Words struck through are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to temporary signs. **Full Public Hearing.**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Community Development /
Contact

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 1-27-26 Public Notice Proof

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, January 27, 2026, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri, and before the **City Council** at 6:00 p.m., Monday, March 16, 2026 at a location that will be advertised at least 15 days prior to the meeting, on the following matter(s):

Case 25-200-09 – Special Use Permit – 1304 S. Maywood Avenue - A request for a Special Use Permit to operate a Bed and Breakfast.

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

Case 26-175-01 – UDO Amendment #78 – Accessory Buildings & Structures – A request to amend the Unified Development Ordinance relating to accessory buildings and structures.

Case 26-175-02 – UDO Amendment #79 – Temporary Signs – A request to amend the Unified Development Ordinance relating to temporary signs.

The Planning Commission and City Council will conduct a full public hearing on these items.

Witness my hand this 6 th day of January, 2026.

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

One Insertion: January 10, 2026

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-023 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to temporary signs. **2R Item passes 7-0 Ord. No. 19794**

Recommendations:

Commissioner Nesbit made a motion to recommend approval of case 26-175-02, UDO Amendment #79 Temporary Signs.

A second to the motion was made by Commissioner Ashbaugh. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Absent

Commissioner Nesbitt – Yes

Commissioner O’Neill – Yes

Commissioner Torres - Yes

Commissioner L. Wiley – Yes

Commissioner Young - Yes

The motion passed and the application is forwarded to the City Council for its consideration. Staff recommends approval of this amendment.

Background:

A proposed Amendment #79 to the Unified Development Ordinance (UDO) to amend and clarify the timing of temporary signs.

BACKGROUND AND PROPOSAL:

Chapter 14 of the Unified Development Ordinance establishes standards for signage throughout the City. Section 14-504-04 identifies specific sign types that may be displayed without obtaining a sign permit. Over time, questions have arisen regarding the interpretation and enforcement of temporary sign provisions—particularly those related to temporary service signs and signs expressing opinions on matters of public interest.

This amendment establishes objective, time-based criteria for the placement and removal of temporary opinion signs, ensuring consistent application of the ordinance.

PROPOSAL

The amendment allows temporary signs expressing the opinion of the owner or occupant on matters of public interest, subject to the following standards:

- Signs may be installed no more than sixty (60) days prior to the election.

- Signs must be removed within ten (10) days following the conclusion of the election.

The proposed amendment provides clarity and predictability for residents, businesses, and enforcement staff by establishing clear temporal limits rather than relying on subjective determinations. The regulation is content-neutral, focusing solely on the timing of sign display rather than the message conveyed.

Staff reviewed the amendment for consistency with other city regulations and found no conflicts with existing policies.

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. Ordinance 26-175-02 Amend #79 Temporary Signs - PDF
2. Ordinance 26-175-02 Amend #79 Temporary Signs - Word
3. Staff Report Temp Signs UDO Amendment #79
4. 14-504-04 Temporary Signs allowed without a permit
5. Planning Commission Meeting Minutes 01-27-26
6. Ord. No. 19794

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO TEMPORARY SIGNS.

WHEREAS, the Unified Development Ordinance was approved by the City Council on June 15, 2009, by Ordinance No. 17339 and became effective on July 1, 2009; and,

WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for consideration of the request on January 27, 2026, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 6-0; and,

WHEREAS, City Council has authority under RSMo. Ch. 89.020 to enact and amend zoning ordinances to promote health, safety, morals, and the general welfare of the community; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

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

SECTION 1. That Section 14-504-04 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

”14-504-04 Signs allowed without a permit

The following signs are allowed without a permit, but may be subject to other regulations under this article:

14-504-04-H. The following temporary service signs are allowed on residential property in conjunction with Section 14-504-12:

3. Temporary signs may be used to express the opinion of the owner or occupant on any matter deemed by the person to be of public interest. **Said signs shall be**

installed no more than sixty (60) days prior to the scheduled election and shall be removed within ten (10) days following the conclusion of that election.

14-504-04-I. The following temporary service signs are allowed on nonresidential property in conjunction with Section 14-504-13:

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SECTION 2. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 3. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS _____ DAY OF _____, 2026, 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

NOTE: Words struck through are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

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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

NOTE: Words struck through are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

MEETING DATE: January 27, 2026

STAFF: Tom Scannell, Community Development Director

PROJECT NAME: UDO Amendment #79

CASE NUMBER / REQUEST: **Case 26-175-02 – UDO Amendment #79 – Temporary Signs** – A request to amend the Unified Development Ordinance relating to the timing of temporary signs.

APPLICANT: City of Independence

PUBLIC NOTICE:

- Public notice published in Independence Examiner – January 10, 2026

FURTHER ACTION:

Following action by the Planning Commission, this UDO Amendment is scheduled for first reading by City Council on March 2, 2026 and the public hearing/second reading on March 16, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of the proposed amendment to the Unified Development Ordinance.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

The city proposes Amendment #79 to the Unified Development Ordinance (UDO) to amend and clarify the timing of temporary signs.

BACKGROUND & HISTORY:

Chapter 14 of the Unified Development Ordinance establishes standards for signage throughout the City. Section 14-504-04 identifies specific sign types that may be displayed without obtaining a sign permit. Over time, questions have arisen regarding the interpretation and enforcement of temporary sign provisions—particularly those related to temporary service signs and signs expressing opinions on matters of public interest.

This amendment establishes objective, time-based criteria for the placement and removal of temporary opinion signs, ensuring consistent application of the ordinance.

PROPOSED AMENDMENTS

The amendment allows temporary signs expressing the opinion of the owner or occupant on matters of public interest, subject to the following standards:

- Signs may be installed no more than sixty (60) days prior to the election.
- Signs must be removed within ten (10) days following the conclusion of the election.

The proposed amendment provides clarity and predictability for residents, businesses, and enforcement staff by establishing clear temporal limits rather than relying on subjective determinations. The regulation is content-neutral, focusing solely on the timing of sign display rather than the message conveyed.

Staff reviewed the amendment for consistency with other city regulations and found no conflicts with existing policies.

EXHIBITS

1. Section 14-504 Sign Regulations

14-504 SIGN REGULATIONS

14-504-04 Signs allowed without a permit

The following signs are allowed without a permit, but may be subject to other regulations under this article:

14-504-04-A. Temporary signs required by a valid and applicable federal, state, or local law, regulation, or ordinance; or posted by a public agency, acting in accordance with an adopted law or ordinance. Unless expressly required by a federal or state law, such signs may not exceed the size of other temporary signs allowed at the same location. No such sign may be illuminated or animated. If the sign is freestanding, it may not have a greater height than other temporary signs allowed at the same location. Such signs must be removed when they no longer serve the purpose for which they were posted;

14-504-04-B. Signs no larger than four square feet not requiring a building permit or electrical permit and not legible from a distance of more than three feet beyond the lot line of the development site or parcel on which the sign is located;

14-504-04-C. Banners posted by a nonprofit organization conforming with Section 14-504-14-D;

14-504-04-D. Flags and flagpoles conforming with Section 14-504-14-F;

14-504-04-E. On-site signs for traffic and parking control, provided that such signs conform to the Manual of Uniform Traffic Control Devices;

14-504-04-F. Signs installed which were approved by the Heritage Commission on historic properties in conformance with the Heritage Commission's policies.

14-504-04-G. Signs of eight square feet or less which explain the historic background of the property.

14-504-04-H. The following temporary service signs are allowed on residential property in conjunction with Section 14-504-12:

1. A message pertaining to the sale or lease of the premises. A temporary real estate sign must be removed within ten days after the transfer of title or change in occupancy.
2. A message related to an occasional sale (such as a garage sale or yard sale). A temporary sign pertaining to an occasional sale must be removed within one business day following the end of the sale.
3. Temporary signs may be used to express the opinion of the owner or occupant on any matter deemed by the person to be of public interest. **Said signs shall be installed no more than sixty (60) days prior to the scheduled election and shall be removed within ten (10) days following the conclusion of that election.**
4. On-premise construction service signs, in compliance with all applicable City ordinances. Construction service signs may not be installed prior to the issuance of a permit and must be removed at the conclusion of the work or when a certificate of occupancy is issued, whichever comes first.

14-504-04-I. The following temporary service signs are allowed on nonresidential property in conjunction with Section 14-504-13:

1. A message pertaining to the sale or lease of the premises. A temporary real estate sign must be removed within ten days after the transfer of title or change in occupancy.
2. A message pertaining to the hiring of employees (i.e., "Help Wanted").

-
3. Temporary signs may be used to express the opinion of the owner or occupant on any matter deemed by the person to be of public interest. **Said signs shall be installed no more than sixty (60) days prior to the scheduled election and shall be removed within ten (10) days following the conclusion of that election.**



INDEPENDENCE ★ MISSOURI ★

A GREAT AMERICAN STORY

Planning Commission Minutes

January 27, 2026 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 1/27/2026, 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, Jose Torres, Michael Young. Absent - Virginia Ferguson.

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 — January 13, 2026**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

CASE WITHDRAWN (INFORMATION ONLY - NO ACTION REQUIRED)

1. **Case 26-400-02 – Short-Term Rental – 3701 S Scott Avenue** – A request to operate a Short-Term Rental at the property.

PUBLIC HEARINGS

1. **Case 25-200-09 – Special Use Permit – 1304 S. Maywood Avenue** - A request by Janet Higgins for a Special Use Permit for a Bed and Breakfast.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

In response to Commissioner O'Neill's question, Mr. Harker stated the driveway is paved.

Applicant Comments

Janet Higgins, 1304 S. Maywood Ave, appeared before the Commission regarding a Special Use Permit to operate an Airbnb/bed and breakfast at her residence. Ms. Higgins explained that she has owned the home for approximately four years and was drawn to sharing the historic property, which is over 120 years old. She described the home's character and her desire to host visitors as a way to contribute positively to the community.

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Chairwoman Wiley also asked about the on-site swimming pool. Ms. Higgins confirmed the pool would not be used by guests and stated she would secure it with a locked gate. She noted that she lives on-site and is present during guest stays.

Public Comments

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Rebecca Wright, 1301 S. Maywood Ave, spoke in favor and noted that Ms. Higgins has been a positive addition to the neighborhood, maintaining the property well and contributing to the overall appearance and value of the area.\

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael

Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

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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.

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In response to Chairwoman Wiley's question, Mr. Arroyo stated this amendment is for all temporary signs and not just election signs.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING FEBRUARY 10, 2026

ADJOURNMENT

The meeting was adjourned at 6:39 p.m.

BILL NO. 26-023

ORDINANCE NO. 19794

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO TEMPORARY SIGNS.

WHEREAS, the Unified Development Ordinance was approved by the City Council on June 15, 2009, by Ordinance No. 17339 and became effective on July 1, 2009; and,

WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for consideration of the request on January 27, 2026, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 6-0; and,

WHEREAS, City Council has authority under RSMo. Ch. 89.020 to enact and amend zoning ordinances to promote health, safety, morals, and the general welfare of the community; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

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

SECTION 1. That Section 14-504-04 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

"14-504-04 Signs allowed without a permit

The following signs are allowed without a permit, but may be subject to other regulations under this article:

14-504-04-H. The following temporary service signs are allowed on residential property in conjunction with Section 14-504-12:

3. Temporary signs may be used to express the opinion of the owner or occupant on any matter deemed by the person to be of public interest. **Said signs shall be**

installed no more than sixty (60) days prior to the scheduled election and shall be removed within ten (10) days following the conclusion of that election.


14-504-04-I. The following temporary service signs are allowed on nonresidential property in conjunction with Section 14-504-13:

3. Temporary signs may be used to express the opinion of the owner or occupant on any matter deemed by the person to be of public interest. **Said signs shall be installed no more than sixty (60) days prior to the scheduled election and shall be removed within ten (10) days following the conclusion of that election.**

SECTION 2. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.


SECTION 3. That correction of any scribes' errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS 11th DAY OF March 2026, 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



NOTE: Words struck through are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-020 **2R** An ordinance amending Chapter 12 of the Code of Ordinances of the City of Independence, Missouri, by adding a new article prohibiting the sale of certain intoxicating Kratom derivatives and restricting the sale of Kratom products to persons twenty-one years of age or older. *(Sponsored by Mayor Rowland)* **2R Item postponed to 4/8/26 7-0**

Recommendations:

Council approval is recommended.

Background:

The market has recently seen an emergence of chemically processed products containing high concentrations of isolated alkaloids, specifically 7-Hydroxymitragynine (7-OH) and Pseudoindoxyl, which are distinct from the natural plant and produce potent psychoactive and intoxicating effects similar to opioids. These specific "intoxicating derivatives" pose significant health and public safety concerns distinct from traditional Kratom use.

Therefore, it is necessary to protect public health by prohibiting the sale of these specific intoxicating derivatives entirely, while simultaneously restricting access to standard Kratom products to adults twenty-one (21) years of age or older.

This ordinance, sponsored by Mayor Rowland, was discussed at the City Council Study Session held on February 9, 2026.

Emergency Justification:

Fiscal Impact:

There is no fiscal impact.

Council Action:

Department / Contact	Council and Board /
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REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Kratom Ordinance 2-18-26
2. Kratom Ordinance 2-18-26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12 OF THE CODE OF ORDINANCES OF THE CITY OF INDEPENDENCE, MISSOURI, BY ADDING A NEW ARTICLE PROHIBITING THE SALE OF CERTAIN INTOXICATING KRATOM DERIVATIVES AND RESTRICTING THE SALE OF KRATOM PRODUCTS TO PERSONS TWENTY-ONE YEARS OF AGE OR OLDER

WHEREAS, the plant *Mitragyna speciosa*, commonly known as Kratom, has been traditionally used for various purposes; and,

WHEREAS, the market has recently seen an emergence of chemically processed products containing high concentrations of isolated alkaloids, specifically 7-Hydroxymitragynine (7-OH) and Pseudoindoxyl, which are distinct from the natural plant and produce potent psychoactive and intoxicating effects similar to opioids; and,

WHEREAS, these specific "intoxicating derivatives" pose significant health and public safety concerns distinct from traditional Kratom use; and,

WHEREAS, the City Council determines it necessary to protect public health by prohibiting the sale of these specific intoxicating derivatives entirely, while simultaneously restricting access to standard Kratom products to adults twenty-one (21) years of age or older.

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

Section 1. That Chapter 12, Offenses and Penalties, of the Code of Ordinances, City of Independence, Missouri, is hereby amended by adding a new Article, to read as follows:

ARTICLE 10. KRATOM REGULATIONS

Section 12.10.010 Definitions. For the purposes of this Article, the following words and phrases shall have the meanings defined below:

1. **"Prohibited Kratom Derivative"** means any product containing alkaloids derived from the plant *Mitragyna speciosa* (Kratom) that have been isolated, extracted, or chemically modified to produce a potent intoxicating effect, specifically including:
 - a) 7-Hydroxymitragynine (7-OH) in concentrations exceeding that found naturally in the raw plant material;
 - b) Pseudoindoxyl;

- c) Any synthetic isomer or derivative of Mitragynine intended to produce psychoactive effects.
2. **"Kratom Product"** means any product, including food, beverages, or dietary supplements, containing any part of the leaf of the plant *Mitragyna speciosa* or an extract thereof, provided it does not contain a "Prohibited Kratom Derivative" as defined above.
3. **"Person"** means any individual, corporation, partnership, Limited Liability Company, or other business entity.
4. **"Sell" or "Sale"** means to transfer, give, exchange, or barter for any consideration.

Section 12.10.020 Ban on Sale of Prohibited Kratom Derivatives. It shall be unlawful for any person, retailer, or business entity to sell, provide, distribute, or offer for sale any Prohibited Kratom Derivative within the corporate boundaries of the City. This prohibition applies to sales to persons of any age.

Section 12.10.030 Sale of Kratom Products to Persons Under 21 Prohibited. It shall be unlawful for any person, retailer, or business entity to sell, provide, or distribute any Kratom Product to any person under the age of twenty-one (21) years.

Section 12.10.040 Proof of Age Required for Kratom Products. It shall be a specific requirement of this Article that any person selling Kratom Products must verify the age of the purchaser by inspecting a valid government-issued photo identification card containing the bearer's date of birth.

Section 12.10.050 Possession of Prohibited Kratom Derivatives. It shall be unlawful for any person to possess any Prohibited Kratom Derivative within the corporate boundaries of the City.

Section 12.10.060 Purchase or Possession of Kratom Products by Persons Under 21. It shall be unlawful for any person under the age of twenty-one (21) years to purchase, attempt to purchase, or possess any Kratom Product within the corporate boundaries of the City.

Section 12.10.070 Penalty. Any person or entity violating any provision of this Article shall be deemed guilty of an ordinance violation and, upon conviction thereof, shall be punished as provided in City Code Section 12.08.001, which allows for a fine of up to \$500.00 and incarceration for a term not to exceed six months. Each separate sale or violation shall constitute a separate offense.

Section 12.10.080 Business Licenses. For any Person who holds or applies for a business license pursuant to Chapter 5 of the City Code and is found to have violated any provision of this Article, said business license shall be subject to denial, suspension, or revocation, pursuant to City Code Section 5.01.023.

Section 2. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent

jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval pursuant to the City Charter.

PASSED THIS ____ DAY OF MARCH 2026, 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. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12 OF THE CODE OF ORDINANCES OF THE CITY OF INDEPENDENCE, MISSOURI, BY ADDING A NEW ARTICLE PROHIBITING THE SALE OF CERTAIN INTOXICATING KRATOM DERIVATIVES AND RESTRICTING THE SALE OF KRATOM PRODUCTS TO PERSONS TWENTY-ONE YEARS OF AGE OR OLDER

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WHEREAS, the market has recently seen an emergence of chemically processed products containing high concentrations of isolated alkaloids, specifically 7-Hydroxymitragynine (7-OH) and Pseudoindoxyl, which are distinct from the natural plant and produce potent psychoactive and intoxicating effects similar to opioids; and,

WHEREAS, these specific "intoxicating derivatives" pose significant health and public safety concerns distinct from traditional Kratom use; and,

WHEREAS, the City Council determines it necessary to protect public health by prohibiting the sale of these specific intoxicating derivatives entirely, while simultaneously restricting access to standard Kratom products to adults twenty-one (21) years of age or older.

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 - a) 7-Hydroxymitragynine (7-OH) in concentrations exceeding that found naturally in the raw plant material;
 - b) Pseudoindoxyl;

- c) Any synthetic isomer or derivative of Mitragynine intended to produce psychoactive effects.
2. **"Kratom Product"** means any product, including food, beverages, or dietary supplements, containing any part of the leaf of the plant *Mitragyna speciosa* or an extract thereof, provided it does not contain a "Prohibited Kratom Derivative" as defined above.
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4. **"Sell" or "Sale"** means to transfer, give, exchange, or barter for any consideration.

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Section 12.10.060 Purchase or Possession of Kratom Products by Persons Under 21. It shall be unlawful for any person under the age of twenty-one (21) years to purchase, attempt to purchase, or possess any Kratom Product within the corporate boundaries of the City.

Section 12.10.070 Penalty. Any person or entity violating any provision of this Article shall be deemed guilty of an ordinance violation and, upon conviction thereof, shall be punished as provided in City Code Section 12.08.001, which allows for a fine of up to \$500.00 and incarceration for a term not to exceed six months. Each separate sale or violation shall constitute a separate offense.

Section 12.10.080 Business Licenses. For any Person who holds or applies for a business license pursuant to Chapter 5 of the City Code and is found to have violated any provision of this Article, said business license shall be subject to denial, suspension, or revocation, pursuant to City Code Section 5.01.023.

Section 2. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent

jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval pursuant to the City Charter.

PASSED THIS ____ DAY OF MARCH 2026, 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:

26-024 **2R** An ordinance authorizing final disposition of certain city records that have met all requirements to be eligible for such disposition. **2R Item passes 7-0 Ord. No. 19725**

Recommendations:

Council approval is recommended.

Background:

Pursuant to Article 14, Section 14.7 of the City Charter, the City Council must pass an ordinance to approve the destruction of City records meeting their State required retention periods. Generally, destruction takes place twice per year. Separate ordinances are passed for destruction, one for Municipal Court records and the other for the rest of the City's non-permanent records.

Some open records not being retained by the City may be offered to local historical organizations. The records not accepted by other organizations and not being retained by the City will be destroyed by certified shredding vendors.

The Disposition Report is a compiled list of City records which have met State required retention according to the Missouri General (GS), Municipal (M), Health District (H), and Election Authority Retention Schedules. The physical records are currently being retained in the individual departments, in the Records Center in City Hall and offsite at Iron Mountain or Innerspace Storage Corporation. Other records are in electronic format only. Some departments are choosing to keep certain records longer than the minimum required time frame in order to comply with other more lengthy guidelines, and those time frames are noted rather than what is stated in the schedules.

Emergency Justification:

Fiscal Impact:

No fiscal impact.

Council Action:

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover

Lisa Reynolds

Susanne Holland

ATTACHMENTS:

1. Records Destruction Ord Spring 2026 DRAFT
2. Records Destruction March 2026 - Health-Animal Services
3. Copy of Records Destruction 2025 - Human Resources (002) (1)
4. Records Destuction Spring 2026 - Fire Dept
5. Ord. No. 19795

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING FINAL DISPOSITION OF CERTAIN CITY RECORDS THAT HAVE MET ALL REQUIREMENTS TO BE ELIGIBLE FOR SUCH DISPOSITION.

WHEREAS, Article 14, Section 14.7 of the Charter of the City of Independence, Missouri, mandates the destruction of any City record of account, voucher, contract, lease, insurance policy, payroll, time record, tax deed, purchase order, police or municipal court record, or other official documents by ordinance of City Council; and,

WHEREAS, the City Council, being advised that certain records have been subject to independent auditors' examination and considered in final auditors' annual reports and are no longer needed, having met the minimum time for retention established by the Missouri Secretary of State's local records retention schedules, or any other federal or City retention requirement, does desire to remove said records; and,

WHEREAS, records identified as having met retention or duplicate copies, regardless of the medium on which the records were created, stored or received, may be reclassified and retained by the City of offered to local historical organizations, government entities or libraries, if determined to be of administrative or historical value, with other records destroyed as permitted by State law and City ordinances;

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

SECTION 1. That the City Clerk is hereby authorized to direct the final disposition of the records eligible for destruction identified in Exhibit A, the Disposition Report, said report being attached hereto and incorporated by reference herein, and further, that the City Clerk shall record the action in the City Council meeting minutes upon approval of the item.

SECTION 2. That all ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

PASSED THIS ____ DAY OF MARCH 2026, 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:

		DESCRIPTION
Department Specific		HEALTH DEPARTMENT INSPECTION REPORTS
		REPORTS SUBMITTED TO COUNTY OR STATE HEALTH DEPT.
		VITAL RECORDS APPLICATIONS
		PATIENT/CLIENT MEDICAL RECORDS (IMMUNIZATIONS)
		ACCREDITATION RECORDS
		COMPLIANCE PROGRAM DOCUMENTATION
		HIPAA DOCUMENTATION
		QUALITY IMPROVEMENT/ASSURANCE RECORDS
		MEALS PROVIDED
		QUALITY CONTROL RECORDS
		REPORTS
		INFECTION CONTROL RECORDS
		MEDICAL INDEXES
		PHARMACY CONTROL RECORD
		PHARMACY RECORDS
	PERMITS AND LICENSES, NOT BUILDING PERMITS (INCLUDES FOOD HANDLER CARDS)	
Available to all/most Departments		RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
		GENERAL CORRESPONDENCE
		VENDOR FILES/LISTS/REGISTERS
		WORK ORDERS/SERVICE REQUESTS (INTERNAL)
		MEETING RECORDS- COUNCIL, BOARDS, ETC.
		TIME & ATTENDANCE
		LEAVE REQUESTS
		PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
		SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
		TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
		POLICY AND PROCEDURE- DIRECTIVES/MANUALS
		REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
		CONTRACTS, LEASES AND AGREEMENTS
		EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
		PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
		VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
		EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
		CALENDARS AND SCHEDULING RECORDS
		ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
		MEETING RECORDS (INTERNAL STAFF)

Retentions Applicat

ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
PERMITS AND LICENSES, NOT BUILDING PERMITS
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

Retentions	
RECORD SERIES	DESCRIPTION
ADMINISTRATIVE	PAYROLL
ADMINISTRATIVE	CASH RECEIPTS
ADMINISTRATIVE	BUDGET RECORDS
ADMINISTRATIVE	GRANT RECORDS

HEALTH DEPARTMENT

uction Ready-March 2026 Destruction

RECORDS TO THE END OF	SERIES CODE
2018	HDH0001
2020	HDH0002
2018	HDH0005
2013	HDH0010
2 REACCREDITATION CYCLES	HDH0100
2013	HDH0102
2017	HDH0104
2020	HDH0107
COMPLETION OF AUDIT	HDH0300
2021	HDH0503
2021	HDH0504
2018	HDH0602
PERMANENT	HDH0603
2021	HDH0700
2018	HDH0701
2021	GS050
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085

2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010
2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

Records Center Items-March 2026 Destruction

RECORDS TO THE END OF	SERIES CODE
2018	
2018	
2016	
2018	

Additional Records-March 2026 Destruction

	Box Count
CITY RETENTION	
COMPLETION OF AUDIT	2
3 YEARS	
COMPLETION OF AUDIT	
10 YEARS OR IF UNDER AGE 23, RETAIN UNTIL AGE 23 OR 10 YEARS	
2 REACCREDITATION CYCLES	
10 YEARS	
6 YEARS	20
3 YEARS	
COMPLETION OF AUDIT	
2 YEARS	
2 YEARS	14
5 YEARS	
PERMANENT	
2 YEARS	
5 YEARS	
2 YEARS AFTER EXPIRATION	
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
1 YEAR	
DESTROY WHEN SUPERSEDED OR OBSOLETE	
3 YEARS	
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	
5 YEARS	
5 YEARS	
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	
3 YEARS AFTER FINAL DISPOSITION	
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.	
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION	
3 YEARS	
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	
1 YEAR	
3-5 YEARS	
3 YEARS	

5 YEARS AFTER CASE CONCLUDED	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
5 YEARS	
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
1 YEAR	
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	
2 YEARS AFTER EXPIRATION	
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS	
6 YEARS - CLAIMS HANDLED BY LAW DEPT.	
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	1
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS	
LIFE OF EQUIPMENT PLUS 3 YEARS	

RETENTION	
2022	
2022	
2022	
2022	

Department Specific

DESCRIPTION

EMPLOYEE PERSONNEL RECORDS- THE MASTER RECORD LOCATED IN HR

-DEPT. COPIES OF PERSONNEL DOCUMENTS

EQUAL EMPLOYMENT OPPORTUNITY RECORDS

EMPLOYMENT ELIGIBILITY VERIFICATION FORMS

EMPLOYEE BENEFIT RECORDS- LAGERS, SUPPLEMENTAL INSURANCE, YEAR-END LEAVE BALANCE REPORTS

EMPLOYEES' WITHHOLDING ALLOWANCE CERTIFICATES

DRUG TESTING RECORDS

EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS

EMPLOYMENT RECRUITMENT & SELECTION RECORDS

POSITION DESCRIPTION, CLASSIFICATION AND COMPENSATION RECORDS

TRAINING RECORDS- MANUALS, VIDEOS, ETC.

UNEMPLOYMENT INSURANCE CASE FILES

HEALTH POLICY DOCUMENTATION (RELATED TO HIPAA)

TEMPORARY EMPLOYEE FILES

RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.

GENERAL CORRESPONDENCE

VENDOR FILES/LISTS/REGISTERS

WORK ORDERS/SERVICE REQUESTS (INTERNAL)

MEETING RECORDS- COUNCIL, BOARDS, ETC.

TIME & ATTENDANCE

LEAVE REQUESTS

Retentions Applicable to all/most Departments

PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
POLICY AND PROCEDURE- DIRECTIVES/MANUALS
REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
CONTRACTS, LEASES AND AGREEMENTS
EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
CALENDARS AND SCHEDULING RECORDS
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
MEETING RECORDS (INTERNAL STAFF)
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
PERMITS AND LICENSES, NOT BUILDING PERMITS
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

Addit

MAN RESOURCES DEPARTMENT

Ready-2025 End of Year Destruction

RECORDS TO THE END OF	SERIES CODE
2015/2005	GS026
2024	
PERMANENT/2021/2024	GS030
2022/2024	GS031
1947/2022	GS032
2020	GS035
2020/2024/2018	GS043
2020	GS061
2021/2024	GS062
2024	GS063
SUPERSEDED/2024/2020	GS064
2023	GS090
2019	GS100
2020	GS114
2018/2024	GS011
2024	GS012
SUPERSEDED/OBSOLETE	GS019
2024	GS020
PERMANENT	GS021
2020	GS028
2020	GS029

SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
POSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2022	GS049
2020/2024	GS060
AS NEEDED	GS061
2022	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2024	GS072
2022-2020	GS076
2022	GS085
2020	M0001
2018/2020	GS007
2018/2020	GS008
2020	GS009
2018/2020/2024	GS010
2018/2024	GS011
2024	GS015
PERMANENT/2022/2024	GS040
2023	GS050
2020/2022	GS055
2019	GS056
1952-1947/2020	GS068
2018/2024	GS070
2020	M0022
2022	M0713

itional Records-2025 End of Year Destructi

	Box Count
CITY RETENTION	
MASTER PERSONNEL FILE, DATE OF SEPARATION + 10 YEARS; EMPLOYMENT SUMMARY, DATE OF	
SEPARATION + 20 YEARS	
1 YEAR FROM DATE OF SEPARATION, THEN TRANSFER TO HR FOR EVALUATION	
PERMANENT- PLANS, POLICIES, UPDATES; 3 YEARS- COMPLAINTS AND OTHER RECORDS	
3 YEARS FROM DATE OF HIRE, OR 1 YEAR AFTER DATE OF SEPARATION, WHICHEVER IS LATER	
75 YEARS- YEAR-END LEAVE BALANCE REPORTS, COPIES OF RETIREMENT ENROLLMENT FORMS; 3 YRS. AFTER SEPARATION- OTHER RECORDS	1
5 YEARS AFTER SUPERSEDED OR EMPLOYEE SEPARATION	
5 YEARS- POSITIVE RESULTS; 1 YEAR- NEGATIVE RESULTS. IF FILED WITH EMPLOYEE MEDICAL RECORDS, RETAIN 7 YEARS AFTER SEPARATION.	
5 YEARS AFTER FINAL DISPOSITION, OR ADD TO PERSONNEL FILE	
3 YEARS- ANNOUNCEMENTS, JOB DESCRIPTIONS, TESTS AND RATINGS; 1 YEAR AFTER POSITION FILLED- UNSUCCESSFUL APPLICATIONS AND OTHER RECORDS; 6 MONTHS- UNSOLICITED APPLICATIONS AND RESUMES IF NOT RETURNED TO SOLICITOR.	
3 YEARS AFTER OBSOLETE OR SUPERSEDED	1
1) TRAINING MATERIALS, RETAIN ONE COPY UNTIL SUPERSEDED; 2) PROGRAM MATERIALS, RETAIN 3 YEARS; 3) INDIVIDUAL EMPLOYEE/OFFICIAL TRAINING RECORDS, RETAIN 5 YEARS AFTER TERMINATION OF EMPLOYMENT ANY RECORDS NOT TRANSFERRED TO THE EMPLOYEE/OFFICIAL'S MASTER PERSONNEL RECORD	1
2 YEARS AFTER LAST ACTION	
6 YEARS OR LONGER, AS NECESSARY	
5 YEARS	
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
1 YEAR	1
DESTROY WHEN SUPERSEDED OR OBSOLETE	
3 YEARS	
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	
5 YEARS	1
5 YEARS	

BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	
3 YEARS AFTER FINAL DISPOSITION	
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.	
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION	
3 YEARS	
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	
1 YEAR	
3-5 YEARS	1
3 YEARS	
5 YEARS AFTER CASE CONCLUDED	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
5 YEARS	
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
1 YEAR	
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	
2 YEARS AFTER EXPIRATION	
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS	
6 YEARS - CLAIMS HANDLED BY LAW DEPT.	
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	3
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS	
LIFE OF EQUIPMENT PLUS 3 YEARS	

ion	

* We have one large box in the basement that has blank training forms, unemployment reports, general correspondence, exit interview forms over 10 years old, union correspondence over 10 years old, job classifications, pay studies, and union grievances over 15 years old.

To:
CC:

Carissa Smith

		Destructive
Department Specific	<u>DESCRIPTION</u>	
	DISASTER PREPAREDNESS AND RECOVERY PLANS	
	TRAINING RECORDS	
	VEHICLE OPERATION RECORDS	
	FIRE REPORTS- AKA INVESTIGATIONS, INCIDENT REPORTS, EMERGENCY REPORT, INCIDENT INDEX	
	FIRE CALLS RECORDS	
	DEPARTMENTAL RULES AND REGULATIONS	
	FIRE HYDRANT LOCATIONS	
	APPLICATION FOR CERTIFICATE OF OCCUPANCY	
	CERTIFICATE OF OCCUPANCY	
	BUILDING PERMIT INSPECTIONS	
	USE PERMIT INSPECTIONS (FIREWORKS)	
	FIRE FIGHTERS ASSOCIATION	
	FIRE [SAFETY] INSPECTIONS	
	MISSOURI CONSERVATION COMMISSION- COMMISSION FIRE REPORTS	
	MISSOURI VEHICLE INSPECTION	
	STATE FIRE REPORT	
	ASSESSED VALUATION (DISTRICT)	
	SMOKE AND FIRE DETECTOR REGISTRATION	
II/most Departments	RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.	
	GENERAL CORRESPONDENCE	
	VENDOR FILES/LISTS/REGISTERS	
	WORK ORDERS/SERVICE REQUESTS (INTERNAL)	
	MEETING RECORDS- COUNCIL, BOARDS, ETC.	
	TIME & ATTENDANCE	
	LEAVE REQUESTS	
	PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.	
	SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS	
	TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES	
	POLICY AND PROCEDURE- DIRECTIVES/MANUALS	
	REQUEST AND COMPLAINT FILES- MADE BY CITIZENS	
	CONTRACTS, LEASES AND AGREEMENTS	
	EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS	
	PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.	
	VEHICLE OWNERSHIP AND MAINTENANCE RECORDS	

Retentions Applicable to al

EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
CALENDARS AND SCHEDULING RECORDS
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
MEETING RECORDS (INTERNAL STAFF)
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
PERMITS AND LICENSES, NOT BUILDING PERMITS
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

FIRE DEPARTMENT

uction Ready-2026 Spring Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
SUPERSEDED	GS051
2017	GS064
2017	GS101
2002	F003
2002	F006
SUPERSEDED	F007
SUPERSEDED	F008
SUPERSEDED	F009
SUPERSEDED	F010
2017	F011
2019	F012
2020	F013
2017	F014
2020	F015
2021	F016
2021	F017
2019	F021
LIFE OF STRUCTURE	F023
2015/2021	GS011
2021	GS012
SUPERSEDED/OBSOLETE	GS019
2019	GS020
PERMANENT	GS021
2017	GS028
2017	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2019	GS049
2017/2021	GS060
AS NEEDED	GS061
2019	GS065
SALE OF VEHICLE	GS067

LIFE OF EQUIPMENT	GS069
2021	GS072
2019-2017	GS076
2019	GS085
2017	M0001
2015/2017	GS007
2015/2017	GS008
2017	GS009
2015/2017/2021	GS010
2015/2021	GS011
2021	GS015
PERMANENT/2019/2021	GS040
2020	GS050
2017/2019	GS055
2016	GS056
1952-1947/2017	GS068
2015/2021	GS070
2017	M0022
2019	M0713

Additional Records-2026 Spring Destruction

	Box Count
CITY RETENTION	
UNTIL SUPERSEDED; REVIEW FOR HISTORICAL CONTENT	0
5 YEARS AFTER TERMINATION	0
5 YEARS	0
20 YEARS FROM DATE OF EVENT	0
20 YEARS AND EVALUATE FOR HISTORICAL PURPOSES	0
PERMANENT UNTIL SUPERSEDED	0
PERMANENT UNTIL SUPERSEDED	0
PERMANENT UNTIL SUPERSEDED	0
PERMANENT UNTIL SUPERSEDED	0
5 YEARS	0
3 YEARS	0
2 YEARS/STORED IN PAYROLL SYSTEM	0
5 YEARS. IF VIOLATIONS ARE INVOLVED, 5 YEARS AFTER VIOLATIONS HAVE BEEN CORRECTED OR SATISFIED	30
2 YEARS	0
1 YEAR	0
1 YEAR	0
3 YEARS, RETAINED IN CITY'S FINANCIAL SYSTEM	0
LIFE OF STRUCTURE	0
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	0
1 YEAR	0
DESTROY WHEN SUPERSEDED OR OBSOLETE	0
3 YEARS	0
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	0
5 YEARS	0
5 YEARS	0
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	0
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	0
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	0
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	0
3 YEARS AFTER FINAL DISPOSITION	0
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.	0
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION	0
3 YEARS	0
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	0

30

RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	0
1 YEAR	0
3-5 YEARS	0
3 YEARS	0
5 YEARS AFTER CASE CONCLUDED	0
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	0
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	0
5 YEARS	0
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	0
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	0
1 YEAR	0
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	0
2 YEARS AFTER EXPIRATION	0
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS	0
6 YEARS - CLAIMS HANDLED BY LAW DEPT.	0
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	0
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	0
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS	0
LIFE OF EQUIPMENT PLUS 3 YEARS	0

To: Heather Tucker
CC: Jimmy Walker

BILL NO. 26-024
ORDINANCE NO. 19795

AN ORDINANCE AUTHORIZING FINAL DISPOSITION OF CERTAIN CITY RECORDS THAT HAVE MET ALL REQUIREMENTS TO BE ELIGIBLE FOR SUCH DISPOSITION.

WHEREAS, Article 14, Section 14.7 of the Charter of the City of Independence, Missouri, mandates the destruction of any City record of account, voucher, contract, lease, insurance policy, payroll, time record, tax deed, purchase order, police or municipal court record, or other official documents by ordinance of City Council; and,

WHEREAS, the City Council, being advised that certain records have been subject to independent auditors' examination and considered in final auditors' annual reports and are no longer needed, having met the minimum time for retention established by the Missouri Secretary of State's local records retention schedules, or any other federal or City retention requirement, does desire to remove said records; and,

WHEREAS, records identified as having met retention or duplicate copies, regardless of the medium on which the records were created, stored or received, may be reclassified and retained by the City of offered to local historical organizations, government entities or libraries, if determined to be of administrative or historical value, with other records destroyed as permitted by State law and City ordinances;

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

SECTION 1. That the City Clerk is hereby authorized to direct the final disposition of the records eligible for destruction identified in Exhibit A, the Disposition Report, said report being attached hereto and incorporated by reference herein, and further, that the City Clerk shall record the action in the City Council meeting minutes upon approval of the item.

SECTION 2. That all ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

PASSED THIS 16th DAY OF MARCH 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.



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

ATTEST:
Suzanne Holland
City Clerk



APPROVED AS TO FORM AND LEGALITY:
John C.
City Counselor

REVIEWED BY:
[Signature]
Interim City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-025 **1R** An Ordinance finding, determining, and declaring the necessity of acquiring General Utility Easements for the 39th Street & Independence Center Signal Design portion of the Traffic System Improvements Project (Project No. 112602); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights, in conjunction with the project. **1R Read**

Recommendations:

Council approval is recommended.

Background:

This project will make improvements to the pedestrian and ADA accessibility at the intersection of 39th Street and Independence Center Access Drive, and replace aged signal structures at this location.

This is a budgeted capital project.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is estimated at approximately \$5,000. Funding for the Traffic System Improvements Project (No. 112602) is included in the Fiscal Year 2025-2026 adopted budget, on page 245, in account number 112602-C-0517051-5406.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Mike Jackson

Melissa Cabrera

Jeremy Cover

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 39th Street & Independence Center Signal Design Easement Ordinance
2. Project Location - 39th & Independence Center

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING, AND DECLARING THE NECESSITY OF ACQUIRING GENERAL UTILITY EASEMENTS FOR THE 39th STREET & INDEPENDENCE CENTER SIGNAL DESIGN PORTION OF THE TRAFFIC SYSTEM IMPROVEMENTS PROJECT (PROJECT NO. 112602); AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain general utility easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the 39th Street & Independence Center Signal Design portion of the Traffic System Improvements Project (No.112602), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

WHEREAS, the City has authority by virtue of Section 82.240 of the Revised Statutes of the State of Missouri, 1969, as amended, and Section 1.3 and 1.4 of the Charter of the City of Independence, Missouri, revised August 8, 1978, to acquire private property by eminent domain proceedings for any public or municipal use, including the uses or purposes stated herein.

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

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation and maintenance of the 39th Street & Independence Center Signal Design portion of the Traffic System Improvements Project (No. 112602) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings general utility easements for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 1

A General Utility Easement, being part of Tract “D” of the Plat of Survey recorded in book 8, page 49 of the Jackson County Records and being located in part of the Northeast Quarter of

Section 20, Township 49 North, Range 31 West in the City of Independence, Jackson County, Missouri, being more particularly described as follows:

Commencing at the southeast corner of said Tract "D", and being a point on the north right-of-way line of 39th Street, as now established, thence along said north right-of-way line, North 87°50'16" West, 25.00 feet; thence leaving said north right-of-way line, North 47°09'44" East, 35.36 feet, to a point on the east line of said Tract "D"; thence along said east line, South 02°09'44" West, 25.00 feet, to the Point of Beginning and contains 313 square feet, more or less.

Tract 2:

A General Utility Easement, being part of Lot 5, INDEPENDENCE CENTER, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded Plat thereof, being more particularly described as follows: Beginning at the northeast corner of said Lot 5; thence along the east line of said Lot 5, South 02°10'41" West, 25.00 feet; thence leaving said east line, North 42°49'47" West, 35.35 feet, to a point on the south right-of-way line of 39th Street, as now established; thence along said south right-of-way line, South 87°50'16" East, 25.00 feet, to the Point of Beginning and contains 313 square feet, more or less.

Tract 3:

A General Utility Easement, being part of Lot 6B, of the Replat of Lot 6, INDEPENDENCE CENTER, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described as follows: Beginning at the northeast corner of said Lot 6B; thence along the east line of said Lot 6B, South 02°10'41" West, 20.00 feet; thence leaving said east line, North 87°50'16" West, 70.00 feet, to a point on the westerly line of said Lot 6B; thence along said westerly line, North 02°10'41" East, 20.00 feet, to a point on the south right-of-way line of 39th Street, as now established; thence along said south right-of-way line, South 87°50'16" East, 70.00 feet, to the Point of Beginning and contains 1,400 square feet, more or less.

SECTION 2. That the City Manager and his designates are hereby authorized and directed to negotiate with the owners of the properties herein described for the purchase of general utility easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is here by authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and escrow agents pursuant to negotiated agreements for purchase of said general utility easements all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS _____ DAY OF _____, 2026, 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

Project Location:
39th Street & Independence Center Access Drive Signal Design
Project No. 112602

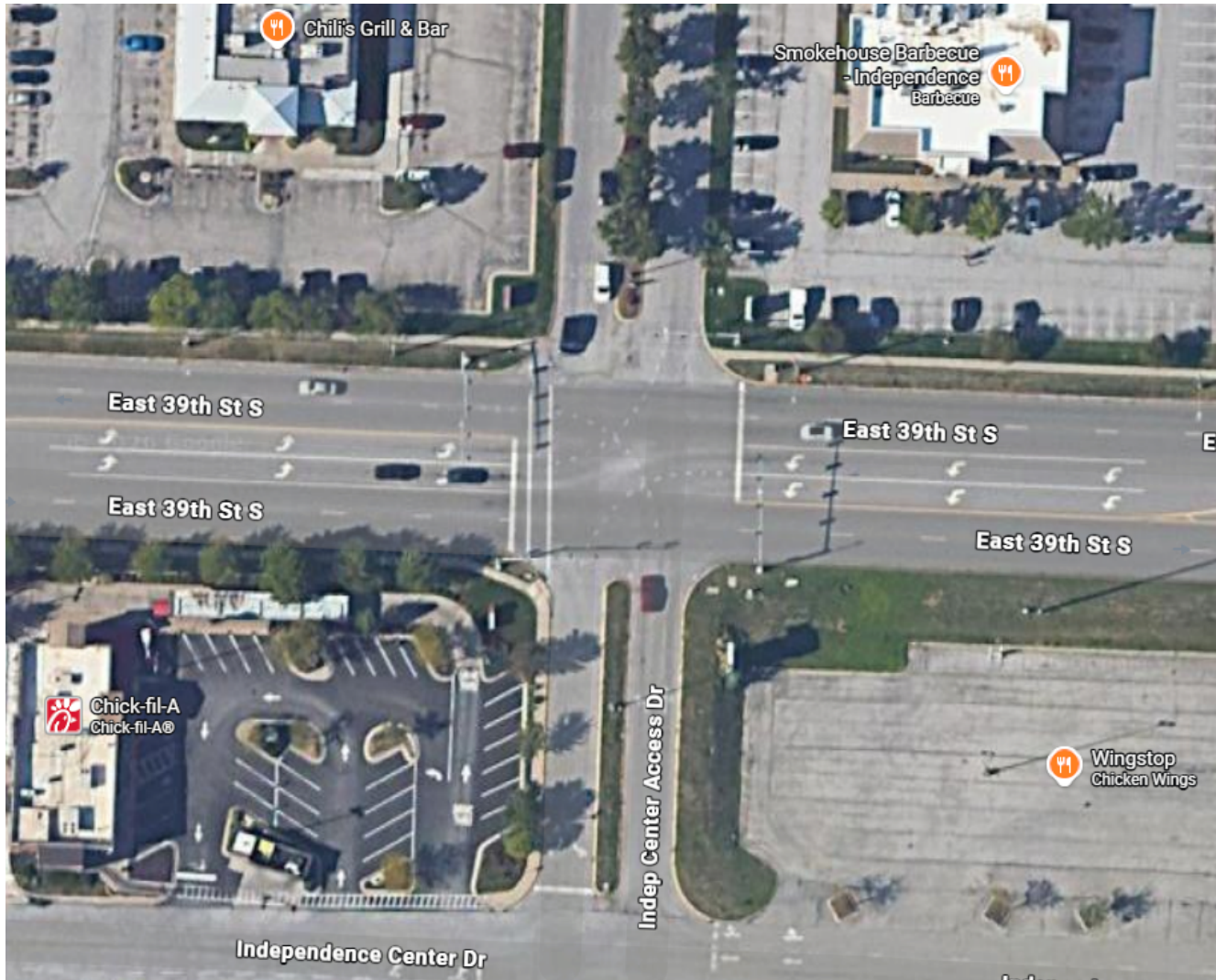


EXHIBIT A

July 1, 2026 – June 30, 2027 BUDGET (FY - 2027)

BUDGET MESSAGE:

The Noland Fashion Square Community Improvement District (the “District”) was formed as a political subdivision of the State of Missouri on February 17, 2015 by virtue of an ordinance approved by the City Council [Board of Alderman] of Independence, Missouri. The stated purpose of the District is to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip public improvements within the District. The District adopted a fiscal year of July 1st to June 30th.

Important Budget Features:

The District’s source of revenue is sales and use taxes pursuant to the Missouri Community Improvement District Act, Sections 67-1545 to 67-1551 of the Missouri Statutes (the “Act”) and approved by the qualified voters of the District by a sales tax election held on December 29, 2015.

The District was formed to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip public improvements, to provide or contract for cleaning, to support business activity and economic development in the District, to provide refuse collection and to carry out any other powers set forth in the Act.

Major Changes: None.

	<u>FYE 2027*</u>	<u>FYE 2026*</u>	<u>FYE 2025**</u>
FUNDS AVAILABLE:			
-Cash on Hand	\$115,955.00	\$78,955.00	\$69,495.00
ESTIMATED REVENUE:			
- Sales/Use Tax (1.00% effective April 1, 2016)	\$95,000.00	\$90,000.00	\$95,179.00
 TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	 \$210,955.00	 \$168,955.00	 \$164,674.00
ESTIMATED EXPENDITURES:			
-Administrative Costs & Legal Fees	\$6,000.00	\$50,000.00	\$6,549.00
-Promotion/Marketing	\$0.00	\$0.00	\$0.00
-Insurance	\$3,000.00	\$3,000.00	\$2,670.00
-Common Area Landscaping/Maintenance Improvements	\$75,000.00	\$0.00	\$76,500.00
-Snow Removal/Lot Clean up	\$0.00	\$0.00	\$0.00
-Operating Reserve	\$0.00	\$0.00	\$0.00
-Accounting	\$0.00	\$0.00	\$0.00
 TOTAL ESTIMATED EXPENDITURES	 \$84,000.00	 \$53,000.00	 \$85,719.00
 FUNDS AVAILABLE:			
- Cash on Hand End of Fiscal Year	\$126,955.00	\$115,955.00	\$78,955.00

*Estimated values

**Actual values



SCOTT FITZPATRICK
Missouri State Auditor

February 25, 2026

Whom It May Concern
Noland Fashion Square CID
605 W 47th St.
Kansas City, MO 64112-

17-048-0054

Fiscal Period: One Year Ended June 30, 2027
Report Type: Proposed Budget

Dear Whom It May Concern:

In accordance with Section 67.1471, RSMo, we acknowledge receipt of the reported information postmarked February 25, 2026, of your political subdivision for the above described fiscal period.

Thank you for your cooperation in sending this information.

Sincerely,

A handwritten signature in purple ink that reads "Jill Wilson".

Jill Wilson, MBA
Local Government/Policy Senior Analyst

**IF ANY OF THE BELOW CONTACT
INFORMATION IS INCORRECT, PLEASE
CONTACT OUR OFFICE**

(573) 751-4213 ext.2 or localgovernment@auditor.mo.gov

Polysub Name: Noland Fashion Square CID
Official: David Block, Block and Company
Address: 605 W 47th St.
City/State/Zip: Kansas City, MO 64112-
Phone: (816)753-6000
Fax Number:
Email: mmcnutt@blockandco.com

Exhibit A
Events Center Community Improvement District (CID)
Independence, Missouri
Operating Budget

	FY 2023/24 Actual	FY 2024/25 Actual	FY 2025/26 First Amendment 5/29/25	FY 2025/26 Second Amendment 2/23/26	FY 2025/26 Projected 2/23/26	FY 2026/27 Adopted 2/23/26
Beginning Fund Balance:	\$ 11,120,371	11,173,121	11,200,180	11,200,180	11,200,180	7,362,236
Revenues:						
3041 Sales Tax	9,027,801	9,165,134	9,180,000	9,180,000	9,140,000	9,140,000
3411 Interest	582,769	566,515	500,000	500,000	440,000	460,000
Total	9,610,570	9,731,649	9,680,000	9,680,000	9,580,000	9,600,000
Expenditures:						
5207 Insurance & Bonds						
Officer insurance	8,471	-	-	-	-	-
Arena Building Insurance	78,139	100,147	120,176	112,676	109,361	130,000
Arena Insurance-Repayment for PY	37,188	-	-	-	-	-
5211 Maintenance Buildings	-	-	-	-	-	-
5213 Dues & Memberships	-	375	-	375	375	-
5222 Legal Services						
CID Legal Fees	16,778	12,448	15,000	15,000	15,000	15,000
Contract Negotiations	-	-	15,000	15,000	15,000	-
5226 Professional Services						
Audit Fees	5,650	6,400	7,000	7,000	6,700	7,200
Contract Negotiations	-	-	-	-	-	-
Rubin Brown Assessment	-	-	-	-	-	-
Assessments-Facility & Hospitality Space, Feasibility of Hospitality Space	-	-	-	222,125	222,125	-
UMB Trust Fees	10,418	-	7,500	7,500	7,500	7,500
Repayment for PY Other Fees	10,965	662	-	-	-	-
CID Reporting Services	4,545	-	5,000	5,000	5,000	5,000
OVG payment for lost revenue	200,000	125,000	100,000	100,000	100,000	-
5241 Accounting	180,556	183,303	183,600	183,600	182,800	182,800
5240 Other Services--CSL Clean Up	50,000	50,000	50,000	50,000	50,000	50,000
5240 FIFA Watch Party Reservation	-	-	120,000	120,000	120,000	-
5241 BANK Admin & Collection	10,484	11,924	11,500	11,500	11,000	12,500
6600 045 Capital outlay Transfers	3,322,773	3,372,773				
FY Projects	-	-	3,206,359	3,760,335	3,760,335	1,648,986
Fiber monthly connection fee	-	-	1,620	1,620	1,620	1,620
Prior Year Projects Carried into FY	-	-	-	2,736,371	2,736,371	-
Total	3,935,967	3,863,031	3,842,755	7,348,102	7,343,187	2,060,606
Revenues over/(under) Expenditures	5,674,603	5,868,618	5,837,245	2,331,898	2,236,813	7,539,394
Transfers:						
6600 EATs	(65,296)	(69,112)	(65,000)	(65,000)	(65,000)	(65,000)
5240 Debt Service (City)	(5,556,557)	(5,772,447)	(6,009,757)	(6,009,757)	(6,009,757)	(6,009,757)
Total	(5,621,853)	(5,841,559)	(6,074,757)	(6,074,757)	(6,074,757)	(6,222,527)
Reserves:						
Debt Service (next FY)	(5,925,184)	(6,074,757)	(6,222,527)	(6,222,527)	(6,222,527)	(6,378,376)
Additional Reserve for Roof Operations (next FY)	(1,000,000)	(500,063)	(424,724)	(417,456)	(412,443)	(1,500,000)
Total	(6,925,184)	(6,574,820)	(6,647,251)	(6,639,983)	(6,634,970)	(7,878,376)
Unrestricted Fund Balance*	\$ 3,622,480	4,625,360	4,315,416	817,337	727,266	380,874
Unrestricted Fund Balance plus Reserves	11,173,121	11,200,180	10,962,667	7,457,321	7,362,236	8,679,103