INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

City Council Regular Meeting

June 15, 2026
6:00 PM, 20201 E. Jackson Drive
First Floor, Council Chambers
Independence, MO 64057

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 the Vision Church KC.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

CITIZEN REQUESTS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Council approval is requested to amend the Schedule of Fees for the City of Independence, effective July 1, 2026. **Approved**

2. Council action is requested to approve a purchase order through Lockton Companies for the 2026-2027 Excess Workers' Compensation Insurance Program with Midwest Employers, for an estimated annual premium not to exceed $428,051. **Approved**

3. Council action is requested for the 2026-27 utility property insurance renewal through Lockton Companies with an estimated annual premium and engineering fees of $844,683. **Approved**

4. Council action is requested for the 2026-27 non-utility Property Insurance renewal with Midwest Public Risk, which includes the Auto Physical Damage and Mobile Equipment programs, for an annual premium of $925,109, and authorizing change orders up to 10% of the authorized amount. **Approved**

5. Council action is requested to issue a purchase order to Burns & McDonnell (B&M) in the amount of $350,249 and to authorize change orders up to ten (10) percent of the authorized amount, for the Substation A 69kV Reconfiguration Engineer-Procure-Construct (EPC) Phase 1 services for the Power & Light Department (IPL). **Approved**

6. Council action is requested to authorize blanket purchase orders for Monaco Property Services, Estrada Services, and DuPree Landscaping & Lawn Care in a total amount not to exceed $430,000 for 2026–27 Code Enforcement and Board-Up Abatement Services for the Community Development Department, and authorizing change orders up to 10% of the authorized amount. **Approved**

7. Council action is requested to issue a change order to Purchase Order #26001629 for Life Scan Wellness Centers in the additional amount of $19,108.30 for mandatory Fire Department physicals. **Approved**

8. Council action is requested to authorize the City Manager to exercise the first one-year renewal of the agreement between the City of Independence, Missouri, and the Independence Convention and Visitors Bureau, d/b/a Visit Independence. **Approved**

9. Council action is requested to authorize a contract with WHC SAF, LLC for the purpose of providing on-demand micro-transit services for the period of July 1, 2026, through June 30, 2027, in the amount of $830,425, and authorizing change orders of up to ten percent (10%) of the authorized amount. **Approved**

10. Council action is requested to issue purchase orders totaling $2,500,000, and to authorize change orders up to ten (10) percent of the total authorized amount, for augmented journeyman lineman crews with Capital Electric Line Builders, J.F. Electric, and Black & McDonald, to support Independence Power & Light (IPL) operations through June 30, 2027. **Approved**

11. Council action is requested to expend $650,454.77 in purchase orders for fiscal year 2026-2027 to Logicalis for the renewal of Microsoft Office Licensing. **Approved**

12. Council action is requested on the change of ownership for a Retail Selling of Intoxicating Liquor of all kinds in the original package for Fuel Expresso #41 located at 4200 S. Lee's Summit Rd. **Approved**

RESOLUTIONS

1. 26-735 A resolution appointing successor directors to the Arrowhead Community Improvement District. **Approved Res. No. 7231**

2. 26-736 A resolution amending the Public Art Policy for the City of Independence. **Approved Res. No. 7232**

3. 26-737 A resolution appointing James Calderon to the Park Commission. **Approved Res. No. 7232**

4. 26-738 A resolution authorizing an agreement with the Water Pollution Control Collective Bargaining Unit for the term of July 1, 2026, through June 30, 2029. **Approved Res. No. 7233**

5. 26-739 A resolution authorizing the City of Independence to file applications for public assistance through the State of Missouri. **Approved Res. No. 7235**

REGULAR AGENDA

ORDINANCES

1. 26-063 **2R** An ordinance adopting the Annual Operating and Capital Budgets of the City of Independence, Missouri, for the Fiscal Year July 1, 2026 - June 30, 2027; estimating the revenues for the fiscal year, appropriating sums for the purposes stated in said Budget, establishing Operating Transfers, designating Fund Balance Allocations, establishing the authorized Table of Organization, and designating those who may make a requisition for encumbrances against appropriations. **2R Item passes 7-0 Ord. No. 19816**

FIRST READING(S)

1. 26-056 **1R** An ordinance approving the issuance of Tax Increment and Special District Revenue Bonds (Wally's Redevelopment Project), Series 2026, in an aggregate principal amount not to exceed $12,000,000, by the Industrial Development Authority of the City of Independence, Missouri and authorizing certain other actions and documents in connection therewith. **1R Read**

INFORMATION ONLY

1. Pursuant to City Charter Sec. 7.4, the City Council is hereby notified that the Jackson County Election Board has certified sufficient signatures to cause a recall election of District 1 Councilmember John Perkins.

   The final certification date for the August 4 election was May 26; therefore, the Jackson County Election Board has agreed to conduct the special recall election on

Tuesday, September 1. As such, an ordinance to call a special election on Tuesday, September 1, will be added to the July 6, 2026, City Council meeting agenda for Council action. The Election Board estimates the cost to the City for the special election will be $164,400, which will require a budget amendment.

2. Memorandum for Multiple SPP Delivery Point Assessments

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 approval is requested to amend the Schedule of Fees for the City of Independence, effective July 1, 2026. **Approved**

Recommendations:
Council approval is recommended.

Background:
The proposed Schedule of Fees changes represent routine adjustments to fees to keep pace with inflation and changes in City services. The proposed fees were compared to those of surrounding jurisdictions to ensure they are in line with regional averages.

The increased fees for Woodlawn Cemetery are as follows:

1. Opening/Closing Fee Grave Spaces (Monday-Friday)	~~$ 1,000.00~~	$ 1,100.00
2. Opening/Closing Fee Grave Spaces (Saturday/Holidays)	~~$ 1,200.00~~	$ 1,300.00
3. Opening/Closing Fee Cremation Spaces (Monday-Friday)	~~$ 500.00~~	$ 800.00
4. Opening/Closing Fee Cremation Spaces (Saturday/Holidays)	~~$ 600.00~~	$ 1,000.00
5. Grave Space	~~$ 1,200.00~~	$ 1,500.00
6. Cremation Garden Spaces	~~$ 1,000.00~~	$ 1,200.00

The updated fees are intended to ensure that cemetery operations remain financially sustainable and continue to reflect the actual costs associated with burial services, grounds maintenance, perpetual care, equipment, and operational staffing.

Emergency Justification:

Fiscal Impact:
The increase in fees for services and spaces at Woodlawn Cemetery is projected to generate approximately $19,800 in additional annual revenue in Fiscal Year 2026–27. These adjustments are intended to help offset rising operational and maintenance costs.

Council Action:

Department / Contact Finance /

REVIEWERS

Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Schedule of Fees 7.1.26

SCHEDULE OF FEES

On and after **July 1, 2026** the following fees shall be charged for copies and other City services (not otherwise specifically authorized) and reimbursed to the Finance Department for deposit in the appropriate fund as established by the passage of Ordinance No. 15240.

I. Copies
- A. Photocopy
- B. Microfilm Print
- C. Computer Plotting

II. Documents

III. Service of Employee Labor

IV. Electronic Records

V. Planning and Zoning Application

VI. Licenses/Permits
- A. Business and Occupation Licenses
- B. Liquor Licenses
- C. Tow Rotation Call List
- D. Construction Permits
- E. Environmental Health Permit
- F. Health and Safety Permit Fees
- G. Contractor Licensing
- H. Public Works Fee Schedule
- I. Fire Fees

VII. Charges for Services
- A. Animal Services
- B. Health Services

VIII. Parks & Recreation
- **A.** Woodlawn Cemetery

IX. False Alarms
- A. Fees
- B. Registration for Residential/Commercial Alarm
- C. Late Fee for non-payment per False Alarm
- D. False Alarm non-registration fee

X. Payment Processing Fees

Fees are subject to applicable sales tax.

A. Photocopy			
1. 8-1/2" x 11"		$	0.10
2. 8-1/2" x 14"		$	0.10
3. 24" x 36"		$	2.40
4. 30" x 36"		$	3.00
5. 32" x 36"		$	3.20
6. 36" x 36"		$	3.60
7. 60" x 36"		$	6.00
8. 75" x 36" (large wall map size)		$	7.50
9. Other Sizes	Per linear foot	$	1.20
B. Microfilm Print			
1. 10" x 12"		$	0.25
2. 12" x 18"		$	0.25
3. 18" x 24"		$	0.50
C. Computer Plotting			
1. Color Copies/Plain Paper (per page)			
a. 8-1/2" x 11"		$	2.00
b. 11" x 17"		$	3.80
c. 24" x 36"		$	6.20
d. 36" x 48"		$	12.30
2. Color Copies/Glossy Paper (per page)			
a. 8-1/2" x 11"		$	3.50
b. 11" x 17"		$	5.30
c. 24" x 36"		$	7.80
d. 36" x 48"		$	14.40

II. Documents

Fees for documents. (If research is required, then in addition to the following fees, the City may charge for services based on the labor rate identified in section III.)

A. Fees for copying public records	Per page	$	0.10
B. Parade Permit		$	10.00
C. Mailing and handling fee for bulk items, add			Cost of postage
D. Municipal Court Records	Per page	$	0.10
E. Fingerprinting:			
1. w/o Background Check		$	5.00
2. w/Background Check		$	33.25

III. Service of Employee Labor

A. Reimbursement for Employee time spent providing records searches (rate per hour)			
1. Clerical	Per hour	$	15.66-18.98
B. Employee time spent duplicating records	Per hour	$	15.66-18.98
C. Notarization of signature and proper recording		$	2.00
D. Certification of facsimile of document		$	5.00
E. Court appearance at employee's hourly rate times 1.30, plus the City's current mileage reimbursement rate			

IV. Electronic Records

Electronic Records. (If research is required or special preparation is necessary, then in addition to the following fee, the City may charge for services based on the labor rate identified in section III.):

A. City Information distributed on CD	Cost of disk
B. City information distributed on flash drive	Cost of flash drive

V. Planning and Zoning Application

The following application fees will be applied to activities within Chapter 14 of the Code:

A. Board of Adjustment application	$	400.00
B. Rezoning/special use permit – less than 5.00 acres	$	500.00
C. Rezoning/special use permit – 5.01 – 10.00 acres	$	750.00
D. Rezoning/special use permit – 10.01 – 15.00 acres	$	1,000.00
E. Rezoning/special use permit – 15.01 – 20.00 acres	$	1,250.00
F. Rezoning/special use permit involving 20.00+ acres	$	1,500.00
G. Final site plan or final development plan – less than 5.00 acres	$	350.00
H. Final site plan or final development plan – 5.01 – 10.00 acres	$	600.00
I. Final site plan or final development plan – 10.01 – 15.00 acres	$	850.00
J. Final site plan or final development plan – 15.01 – 20.00 acres	$	1,100.00
K. Final site plan or final development plan involving 20.00+ acres	$	1,600.00
L. Home business permit application	$	350.00
M. Street name change application	$	500.00
N. Street/alley vacation application	$	150.00
O. Zoning verification letter/administrative adjustment [(1)]	$	75.00
P. Minor subdivisions [(1)]	$200.00, plus $3.00 per lot	
Q. Preliminary plat application	$375.00, plus $3.00 per lot	
R. Final plat application	$225.00, plus $3.00 per lot	
S. Certificates of Appropriateness to Heritage Commission (formerly in Article 1.30)	$	25.00
T. Special Event review fee	$	100.00
U. Special Sign Character Overlay Application	$	100.00
V. Special sign permit application	$	400.00

[(1)] Application type expanded or modified.

VI. Licenses/Permits

A. Business and Occupation Licenses

The following application fees apply for license for businesses operating in accordance with Chapter 5 of the Code:

1. Itinerant Merchants License not to exceed thirty (30) days	$	100.00
2. Itinerant Merchants License not to exceed one hundred twenty (120) days	$	150.00
3. Itinerant Merchants License not to exceed two hundred ten (210) days	$	200.00

4.	Annual Itinerant Merchants License with a Shopping Center (license year)		$	200.00
5.	Fireworks. Each license, paid at the time of application		$	400.00
6.	Business License Reinstatement Fee		$	30.00
7.	Business License Replacement Fee		$	10.00
8.	Business License Transfer Fee		$	50.00
9.	Occupation Business License Fee		$	75.00
		New businesses located in Independence with 10 or fewer employees		
10.	Occupation Business License Fee		$	75.00
		Per year for the first $25,000.00 in gross receipts, business activity or commission plus $0.31 for each $1,000.00 or fraction thereof in excess of $25,000.00.		
11.	Rental Business License Fee		$	75.00
		Per year for the first $25,000.00 in gross receipts, business activity or commission plus $0.31 for each $1,000.00 or fraction thereof in excess of $25,000.00 (Maximum Fee Not To Exceed $30,000.00).		
12.	Occupation Business License Fee - Mobile Food Unit		$	25.00
13.	Public Dance License Fee			
	a. Per Year		$	60.00
	b. Per Event		$	30.00
14.	Solicitor or Peddler License Fee	$50.00 per month and/or $300 per year		
15.	Juke Box License	Each	$	50.00
16.	Amusement device	Each	$	15.00
17.	Coin Operated Pool Table	Each	$	10.00
18.	Billiard Table	Each	$	20.00
19.	Game Board	Each	$	50.00
20.	Drivers Permit (Motor Bus, Taxicab, Jitney, or Sightseeing Vehicle		$	15.00
21.	Vehicle Fees (Motor Bus, Refuse Collectors, Taxicabs, Jitneys, Livery Vehicles, and Sightseeing Vehicles)	Per vehicle	$	25.00
22.	Pawnshop License Investigation Fee		$	500.00
		If the applicant is unlicensed at the time of applying for a pawnshop license, or $250.00 if the application involves a second or additional license to an applicant previously licensed for a separate location, or involves substantially identical principals and owners of a licensed pawnshop at a separate location.		
23.	Pawnshop License Annual Application Fee		$	500.00
24.	Pawnshop Manager's Permit		$	25.00
25.	Private Watchguard License Fees			
	a. Private Watch Service Employing Not More Than Five Persons	Per year	$	100.00
	b. Private Watch Service Employing More Than Five Persons	Per year	$	200.00
	c. Private Watchguard	Per year	$	40.00
26.	Donation Bin Permit	Per year	$	50.00
B.	Liquor Licenses			
1.	Package Liquor Licenses			
	a. Retail Selling of Intoxicating Liquor of all kinds in the original package (P1)		$	150.00
	b. Retail Selling of Beer only in the original package; includes Sunday Sales (P3)		$	150.00
	c. Sunday Sales (S)		$	300.00
	d. Tasting Permit (T)		$	25.00
2.	Drink Licenses			
	a. Retail Selling of Intoxicating Liquor by the Drink (T1)		$	450.00
	b. Retail Selling of Malt Liquor & Wine by the Drink (T2)		$	150.00
	c. Retail Selling of Beer by the Drink includes Sunday Sales (T3)		$	150.00
	d. Restaurant Selling Intoxicating Liquor (R1)		$	450.00
	e. Restaurant Selling Beer; includes Sunday Sales (R2)		$	150.00
	f. Tax Exempt Organizations Selling Intoxicating Liquor (F1)		$	300.00
	g. Hotel Selling Intoxicating Liquor		$	450.00
	h. Consumption of Intoxicating Liquor (Z1)		$	150.00
	i. Sunday Sales (S)		$	300.00
3.	Special Licenses			
	a. Microbrewery (S1)	Per 100 barrels produced	$	7.50

b. Domestic Winery (S2)	Per 500 gallons produced	$	7.50
c. Picnic 7 Day Intoxicating Liquor by the Drink (S4)	Per day	$	15.00
d. July 4th Celebration Malt Liquor & Light Wine by the Drink (S6)	Per day	$	15.00
e. Caterer Intoxicating Liquor by the Drink - Up to 7 Days (C1)	Per day	$	15.00
f. Caterer Intoxicating Liquor by the Drink - Up to 50 Days (C2)		$	500.00
g. Caterer Intoxicating Liquor by the Drink - Unlimited Days (C3)		$	1,000.00
4. Manufacturing, Distilling, Blending Licenses			
a. Manufacturing, Distilling, Blending Intoxicating Liquor of all kinds (M1)		$	300.00
b. Manufacturing twenty-two (22) percent or less alcohol-content intoxicating liquor (M2)		$	300.00
c. Manufacturing, Brewing Malt Liquor (M3)		$	300.00
5. Wholesale Licenses			
a. Wholesale selling of Intoxicating Liquor of all kinds (W1)		$	300.00
b. Wholesale selling of twenty-two (22) percent or less alcohol-content intoxicating liquor (W2)		$	300.00
c. Wholesale selling of malt liquor (W3)		$	300.00
6. Employee Liquor Permit		$	30.00
7. Expansion of Premise		$	35.00
8. Transfer of Location of Licensed Establishment		$	35.00
9. Change of Ownership		$	50.00
10. Change of Managing Officer		$	50.00
C. Tow Rotation Call List			
1. Monthly Fee		$	550.00
2. Application Fee (Non-Refundable)		$	500.00
D. Construction Permits			
The following Construction Permit and Development Fees apply in accordance with Chapter 4 of the Code:			
1. Building Moving Permit		$	425.00
2. Building Permit - Residential (Value of Work)			
a. $1- $50,000		$	60.00
	Plus $9.25 per each $1,000 valuation or fraction thereof total valuation		
b. $50,001 - $500,000		$	200.00
	Plus $6.50 per each $1,000 valuation or fraction thereof total valuation		
c. More than $500,000		$	700.00
	Plus $5.75 per each $1,000 valuation or fraction thereof total valuation		
3. Building Permit - Commercial (Value of Work)			
a. $1- $50,000		$	90.00
	Plus $13.00 per each $1,000 valuation or fraction thereof total valuation		
b. $50,001 - $500,000		$	345.00
	Plus $8.00 per each $1,000 valuation or fraction thereof total valuation		
c. More than $500,000		$	845.00
	Plus $7.00 per each $1,000 valuation or fraction thereof total valuation		
4. Certificate of Use & Occupancy		$	20.00
5. Demolition or Razing Building Permit			
a. 0 – 500 square feet		$	200.00
b. 501 – 1,000 square feet		$	300.00
c. 1,001 – 5,000 square feet		$	400.00
d. 5,001 and over		$	600.00
6. Health Department Review		$	300.00
7. Home Occupation Permit		$	100.00
8. Residential Low Voltage Permit		$	40.00
9. Plumbing, Electrical, and Mechanical Permit (Value of Work)			
a. $0 - $500		$	50.00
b. $501 - $1,000		$	60.00
c. $1,001 - $5,000		$	70.00
d. $5,001 and over		$	90.00
	First $5,000, plus $13.50 for each additional $1,000 or fraction thereof		
10. Reinspection			

a. 1st			$	20.00
b. 2nd			$	40.00
11. Sign Permit				
a. Temporary or Banner Sign		*	$	75.00
b. Permanent Sign			$	160.00
c. Sign Face Replacement or Change Out			$	80.00
* This fee applies to all commercial and residential applications, except banner signs for churches, schools and other not-for-profit organizations advertising their non-commercial activities and functions, in which case there is no fee.				
12. Swimming Pool Permit				
a. Less than 15,000 gallons			$	140.00
b. More than 15,000 gallons			$	175.00
13. Appeal Fee Board of Building and Engineering Appeals			$	100.00
14. Residential Expedited Plan Review	50% of the regular building, electrical, mechanical and plumbing permit fees			
15. Commercial Expedited Plan Review	50% of the regular building, electrical, mechanical and plumbing permit fees			
16. Solar Expedited Plan Review	2 times the regular building and electrical permit fee.			
E. Environmental Health Permit				
1. New/remodeled Plan Review			$	400.00
2. Food Service Establishments and Mobile Food Units				
a. High Priority			$	750.00
b. Medium Priority			$	450.00
c. Low Priority			$	325.00
d. Mobile Food Units (MFUs)			$	325.00
*The number of inspections for MFUs will be based on the priority level of the unit				
3. Separate Facility			$	75.00
4. Catering with Another Permit			$	75.00
5. Temporary Food			$	150.00
6. Late Fee for Temporary Food Permit			$	25.00
7. Limited Food			$	200.00
8. Seasonal Permit			$	225.00
9. Bake Sale (non-profit)				No Fee
10. Meat Processing			$	375.00
11. Food Mfg./Warehouse/Dist.			$	450.00
12. Food Stores, Meat Markets, Retail/Convenience Stores	Per checkout device		$	150.00 (Maximum fee not to exceed $750)
13. Bakeries in Conjunction with Another Permit			$	300.00
14. Frozen Dessert				
a. One Machine Dispensing Head			$	275.00
b. Each Additional head			$	50.00
15. Reinstatement Fee if They Have a Hearing			$	100.00
16. Re-inspection Fee			$	200.00
17. Replace Lost Permit			$	30.00
18. Late Payment for Invoices $100 and under			$	25.00
19. Late Payment for Invoices over $100			$	75.00
20. Church Kitchens			$	200.00
21. Food Service Manager 3-Year Permit			$	30.00
a. Duplicate Service Manager Permit			$	5.00
22. Food Handler 3-Year Permit			$	25.00
a. Duplicate Handler Permit			$	5.00
b. Food Handler Card Renewal			$	15.00
23. Food Service Manager/Food Handler Transfer			$	5.00
24. Annual Swimming Pool/spa Permit Fee			$	300.00
25. Ice Handler License			$	6.00
26. Ice Handler Duplicate License			$	6.00
27. Food Pantry			$	25.00
28. After hours re-inspection fee for permitted establishments			$	75.00
29. Vending Machines			$	150.00
30. Temporary Event Set-Up Supply Rental				$15.00
F. Health and Safety Permit Fees				
1. Long Term Care Facility			$	200.00
2. New Childcare			$	250.00
3. Childcare Renewal ≤ 10 total children			$	150.00
4. Childcare Renewal ≥ 11 total children			$	250.00
5. Childcare Facility Reinspection Fee			$	50.00

6.	Childcare Facility Reopening Fee	$	100.00
7.	Bath House, Massage Establishment, Massage Therapist or Apprentice Massage Therapist Initial License Application Fee	$	200.00
8.	Massage Therapist or Apprentice Massage Therapist License Renewal Fee	$	50.00
9.	Massage Establishment Renewal		$200.00
10.	Tattoo or Body Piercing Parlor Application Fee	$	275.00
11.	Tattoo or Body Piercing Parlor Renewal Fee	$	200.00
12.	Tattoo Artist Application And Renewal Fee	$	50.00
13.	Body Piercing Artist Application and Renewal Fee	$	50.00
14.	Lodging Establishments with 5-10 rooms	$	400.00
15.	Lodging Establishments with 11 or more rooms	$	600.00
16.	Lodging Establishment Reinspection Fee		$400.00
G.	Contractor Licensing		
1.	Class A General Contractor		
a.	Application Fee	$	100.00
b.	Renewal Fee	$	100.00
2.	Class B Building Contractor		
a.	Application Fee	$	100.00
b.	Renewal Fee	$	100.00
3.	Class C Residential Contractor		
a.	Application Fee	$	100.00
b.	Renewal Fee	$	100.00
4.	Class D Mechanical, Electrical, and Plumbing Contractor		
a.	Application Fee		
i.	Journeyman	$	50.00
ii.	Master	$	75.00
b.	Renewal Fee		
i.	Journeyman	$	50.00
ii.	Master	$	75.00
5.	Inactive Contractor License (All Classes)	$	50.00
6.	Licensing Sponsorship Fee (All Classes)	$	45.00
H.	Public Works Fee Schedule		
1.	Right of Way Permits		
a.	Base fee for each cut or each 200' contiguous feet, whichever is greater; includes final inspection	$	90.00
b.	Re-inspection (min. 1/2 hour charge)	$	40.00
c.	Inspections outside normal business hours (min. 2 hour charge)	$	60.00
d.	Pavement degradation fee (for each cut or each 200' contiguous feet, whichever is greater)	$	40.00
e.	Traffic impact		
i.	Temporary traffic control authorization/ assessment	$	55.00
ii.	Oversize/overweight	$	100.00
2.	Right of Way User Agreements		
a.	Application fee	$	350.00
b.	Annual renewal fee	$	100.00
3.	Other Right of Way Fees		
a.	License agreement	$	300.00
b.	Right-of-way vacation	$	300.00
c.	Lease agreement processing	$	150.00
d.	Surplus property sales handling	$	300.00
e.	Dumpster or other permit	$	30.00
f.	Public Works appeals	$	400.00
4.	Blasting Permits		
a.	90 days	$	200.00
b.	1 year	$	500.00
c.	Variance fee	$	175.00
5.	Site Permits		
a.	Public Works reviews for site permits		
i.	Residential Site Improvement Plan Review	$	30.00
ii.	Residential Building Plan Review	$	80.00
iii.	Commercial Site Improvement Plan Review	$	80.00

iv.	Commercial Building Plan Review		
a)	<2,000 sq. ft	$	250.00
b)	>2,000 sq. ft	$	450.00
v.	Commercial Sign Reviews	$	30.00
vi.	Additional Plan Reviews	$	100.00
vii.	Grading Plan Review		
a)	Tier 1 (0-50 cubic yards)	$	25.00
b)	Tier 2 (51 - 2,500 cubic yards)	$	60.00
c)	Tier 3 (2,500 + cubic yards, or where plans are necessary)	$	225.00
b.	Permit Fees		
i.	New Sewer Connection Permit	$	200.00
ii.	Sewer Connection when wye is available	$	1,500.00
iii.	Private Wastewater Disposal Permit	$	200.00
iv.	Floodplain Development Permit	$	120.00
v.	Regional Detention Basin Fee (per acre foot)	$	36,925.00
vi.	Private Construction of PW Permit		7%
vii.	Erosion Control (per acre)		
a)	6 month permit	$	150.00
b)	12 month permit	$	300.00
viii.	Grading		
a)	50 cubic yards or less	$	25.00
b)	50 – 100 cubic yards	$	50.00
c)	101 – 1,000 cubic yards	$	100.00
d)	1,001 – 10,000 cubic yards	$	250.00
e)	10,001 – 100,000 cubic yards	$	600.00
f)	100,001 cubic yards or more	$	1,100.00
	For every 10,000 cubic yards above 100,000	$	200.00
ix.	Grading Permit Renewal	$	50.00
x.	Development Plan Review	$	825.00
c.	Stockpiled Materials (per cubic yard)	$	10.00
d.	Inspection Fees		
i.	Building re-inspection fee (per hour - 1/2 hour minimum)	$	50.00
ii.	Inspections outside of normal business hours (2 hour minimum)	$	60.00
6.	Post-Construction Permit Fee		x2 multiplier
	(Any work that begins without an approved permit will be subject to a x2 multiplier at the time of the permit issuance.)		
7.	Drop-Off Depot Fees		
a.	Car	$	30.00
b.	Truck/SUV/Van	$	40.00
c.	Trailers (8' and under)	$	50.00
d.	Trailers (over 8')	$	60.00
e.	Appliances (each)	$	20.00
f.	Batteries (vehicle)		No fee
g.	Mowers		No fee
h.	Tires (5 or less; if more than 5, then vehicle fee applies)		No fee
8.	Special Event Permit		
a.	Application Fee	$	40.00
b.	Deposits		
i.	Tier 1 Deposit (waived for block parties)	$	50.00
ii.	Tier 2 Deposit	$	250.00
iii.	Tier 3 Deposit	$	500.00
iv.	Tier 4 Deposit	$	1,000.00
c.	Public Property or Greenspace Use Fee	$	50.00
d.	Traffic Control Devices		
i.	Traffic Assessment Fee (review per hour)	$	55.00
ii.	Street Closure Fee (each closure)	$	10.00
iii.	Barricade Rental	$	7.00
iv.	Barricade Rental Deposit	$	150.00
v.	Barricade Drop-off		
a)	First drop-off location (deposit)	$	100.00
b)	Additional drop-off location (deposit)	$	150.00
vi.	Barricade Pick-up	Fees equal to expenses incurred by the City	

vii. Temporary Traffic Sign	$	5.00
viii. Temporary Traffic Sign Deposit	$	150.00
ix. Changeable Message Board Sign	$	250.00
x. Changeable Message Board Sign Deposit	$	500.00
I. Fire Fees		
1. Public Fireworks Exhibition		$300.00

VII. Charges for Services

A. Animal Services		
1. Adoption of Animals from Shelter		
a. Dog Adoption (dependent on breed)	$	25.00-450.00
b. Puppy Adoption	$	200.00-450.00
c. Cat Adoption	$	25.00-150.00
d. Kitten Adoption	$	75.00-175.00
e. Small Animal Adoption (dependent on type of animal)	$	25.00-75.00
2. Surrender and Impound Fees		
a. Owner Surrender Fee	$	75.00
b. Litter Surrender Fee	$	100.00
c. Small Animal Surrender Fee	$	30.00
d. Impounded fowl/livestock	Fees equal to expenses incurred by the City	
e. Impounded animals other than fowl/livestock	$	75.00
f. Feeding and care of impounded animals and fowl	Fees equal to expenses incurred by the City	
3. Dead Animals		
a. Dead Animal Disposal	$	15.00
b. Small Dead Animal Pick up	$	50.00
c. Large Dead Animal Pick Up	$	100.00
d. Oversized Dead Animal Pick Up	Fees equal to expenses incurred by the City	
4. Pit Bull Licensing		
a. Initial Pit Bull License	$	150.00
b. Annual Pit Bull Renewal	$	100.00
c. Late Fee for Pit Bull Registration	$	100.00
d. Pit Bull Duplicate Tag	$	20.00
5. Permits		
a. Initial Dangerous Dog Permit	$	75.00
b. Dangerous Dog Permit Renewal	$	50.00
c. Commercial Animal Establishment Permit	$	50.00
d. Performing Animal Exhibition Permit	$	100.00
6. Other Animal Service Fees		
a. Daily Boarding	$	25.00
b. Microchip	$	15.00
c. Rabies Vaccination	$	15.00
d. Rabies Quarantine Release Exam	$	20.00
e. Trap/Neuter/Release	$	25.00
f. Spay/Neuter of Owned Animals	$	20.00-100.00
B. Health Services		
1. Vaccines	Fees equal to expenses incurred by the City	
2. Vaccine Administration	$	20.00
3. Birth Certificates	$	15.00
4. Death Certificates (first)	$	14.00
5. Death Certificates (additional at the same visit)	$	11.00
6. Diagnostic / Screening Test		$25.00
7. CPR Class & Card		$35.00

VIII. Parks~~,~~ & Recreation

A. Woodlawn Cemetery				
1. Opening/Closing Fee Grave Spaces (Monday-Friday)	~~$ 1,000.00~~		**$ 1,100.00**	
2. Opening/Closing Fee Grave Spaces (Saturday/Holidays)	~~$ 1,200.00~~		**$ 1,300.00**	
3. Opening/Closing Fee Cremation Spaces (Monday-Friday)	~~$ 500.00~~		**$ 800.00**	
4. Opening/Closing Fee Cremation Spaces (Saturday/Holidays)	~~$ 600.00~~		**$ 1,000.00**	
5. Grave Space	~~$ 1,200.00~~		**$ 1,500.00**	
6. Cremation Garden Spaces	~~$ 1,000.00~~		**$ 1,200.00**	
7. ~~Double-Depth Lawn Crypts~~	~~$ 4,850.00~~			
8. ~~Double Cremation Niches~~	~~$ 2,200.00~~			
9. Final Dates - Monuments & Cremation Niches	$	100.00		
10. Monument Vase Sales (depending on vase type)		$60.00 - $150.00		

IX. False Alarms

A.	Fees are pursuant to Chapter 12, Article 07 of the Independence Municipal Code		
1.	First False Alarm	$	-
2.	Second False Alarm (12.07.006 (c), waived upon successful completion of the Alarm User Awareness Class)	$	25.00
3.	Third & Fourth False Alarm	$	50.00
4.	Fifth and Sixth False Alarm	$	100.00
5.	Seventh + False Alarm	$	200.00
B.	Registration for Residential/Commercial Alarm	$	-
C.	Late Fee for non-payment per False Alarm	$	10.00
D.	False Alarm non-registration fee	$	100.00

X. Payment Processing Fees

A.	Utility Billing Website/Automated Call Line Credit Card Payment (maximum transaction $750)	Per transaction	$	3.50
B.	Utility Billing Website/Automated Call Line ACH/ e-Check Payment (maximum transaction $750)	Per transaction	$	2.95
C.	Non-Utility Billing Website/Automated Call Line Credit Card Payment (maximum transaction $15,000	Per transaction		2.95%
D.	Non-Utility Billing Website/Automated Call Line ACH/ e-Check Payment (maximum transaction $15,000)	Per transaction	$	0.75
	Parks & Recreation In-person/Website/Over the phone			
E.	Credit/Debit Card Payment	Per transaction		$.25 plus 2.65% of the charge amount

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve a purchase order through Lockton Companies for the 2026-2027 Excess Workers' Compensation Insurance Program with Midwest Employers, for an estimated annual premium not to exceed $428,051. **Approved**

Recommendations:

Council approval is recommended.

Background:

The City's Workers' Compensation program is a self-funded format which requires annual approval of the Missouri Department of Labor/Division of Workers' Compensation. The City has been using this type of funding program for over 20 years. This is a direct way to control costs in lieu of buying a fully insured insurance program.

The projected loss rate continues to trend upward. This is due to several factors which include increased costs for medical care and lost time. However, the City maintains an effective early nurse triage care program, strong claims administration and the City's management/department teams working to get employees well and back to work.

July 1, 2025 Policy Period Changes

Last year, the City changed from the incumbent excess workers' compensation insurer (Safety National) after they issued a "non-renewal" of the current program. The non-renewal allowed the insurer to modify both coverage, retention, and pricing. In discussions with Safety National, their renewal was going to mandate a minimum Self Insurance Retention (SIR) amount of $2M per accident (currently at $1.5M). Therefore, Lockton, the City's designated insurance broker, searched the marketplace for alternatives.

$1.5M was previously the maximum SIR that the State of MO Department of Labor - Workers Compensation (DOL/WC) has previously approved. Charlesworth Consulting began discussions with the DOL/WC about the results of Lockton's marketing efforts and the SIR mandates that insurers were willing to offer. With a slight adjustment to the City's escrow account, the City received approval to increase the SIR to $2M.

The City previously insured the WC program through Midwest Employers Casualty. Last year, they responded with an option that was both price-competitive but also provided a lower SIR on most categories of City employees except for Fire, Police, and Power & Light. The policy maintained a $1.5M SIR for those employees; IPD, IFD and IPL employees increased to a $2M SIR for the policy period beginning 7/1/2025. Additionally, the effective rate of this policy was for 2 years.

July 1, 2026 Policy Period

The rollover terms with Midwest Employers represent a 6% decrease on the estimated annual premium. The reduction is largely a result of successful negotiations for a 2-year program and is likely to not be available at the next renewal. It is the recommendation of both staff and Charlesworth Consulting, the City's risk management firm, to accept the continuation of coverage with Midwest Employers Casualty.

Claims handling is estimated at $115,763 and will be processed through Thomas McGee.

Emergency Justification:

Fiscal Impact:
Total fiscal impact to the City is $428,051 and is included in the FY 2026-27 proposed budget, page 146-147 in the Workers' Compensation Fund (092).

	Amount
MO Workers Compensation Premium	$427,240
KS Workers Compensation Premium	$811
Total Premium	**$428,051**

Council Action:

Department / Contact Finance /

REVIEWERS
Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. Excess Work Comp Renewal Summary 2026
2. 2026-27 Rollover XWC Endorsement
3. KS WC Quote 2026
4. MO State Revised Filing Document

City of Independence, Missouri
Excess Workers' Compensation Renewal
July 1, 2025 to July 1, 2027

	2024-25 Expiring Program	2025-26 Expiring Program	% Change	2026-27 Rollover Terms	% Change
Insurer	**Safety National**	**Midwest Employers**		**Midwest Employers**	
Exposure - Payroll	$82,380,743	$95,775,102	16%	$90,478,642	-6%
Workers Compensation					
Limit - Workers Compensation:	Statutory	Statutory		Statutory	
Limit - Employers Liability	$2,000,000	$2,000,000		$2,000,000	
Self-Insured Retention	$1,500,000	**$1.5M / $2M Codes 7539, 7710, 7720**		**$1.5M / $2M Codes 7539, 7710, 7720**	
Estimated Annual Premium	**$460,426**	**$452,250**	-2%	**$427,240**	-6%
Effective Rate	$0.5589	$0.4722	**-16%**	$0.4722	**0%**
		2-year policy/rate guarantee		*Continuation of rate guarantee*	
Claims Handling - estimated	$100,000	$110,250		$115,763	
Total Premium & Claims Handling	**$560,426**	**$562,500**	0%	**$543,003**	-3%
Est Projected Losses w/in Retentions (Lockton projection based on Historical Losses)	$2,941,000	$4,297,150		$5,104,500	
Cost of Collateral - bond (estimated)	$34,800	$34,800		$34,800	
Total Estimated Cost of Risk	**$3,536,226**	**$4,894,450**	38%	**$5,682,303**	16%
Estimated Cost per $100 Payroll	**$4.2925**	**$5.1104**	19%	**$6.2803**	23%

Notes	100% - upward adjustment only Bond amount - $2,320,000	100% - upward adjustment only Bond amount - $2,320,000	100% - upward adjustment only Bond amount - $2,320,000
		Class Codes Definitions: 7359 - Electric Light or Power 7710 - Firefighters 7720 - Police Officers	**Class Codes Definitions:** 7359 - Electric Light or Power 7710 - Firefighters 7720 - Police Officers

Kansas Guaranteed Cost Policy			
Estimated Annual Payroll	$450,000	$265,000	$450,000
Estimated Annual Premium	$551	$480	$811
Employers Liability Limits	$1M/$1M/$1M	$1M/$1M/$1M	$1M/$1M/$1M

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement Schedule

Named Insured: City of Independence, Missouri
Policy Term: 07/01/2025 to 07/01/2027
Policy No.: EWC010386

Endorsement Code	Edition Date	Effective Date	Expiration Date	Date Created	Description
CMB-6-CLS	(08-13)	07/01/2025		06/17/2025	
CMB-11	(08-13)	07/01/2025	07/01/2026	06/17/2025	
CMB-187	(08-13)	07/01/2025		06/17/2025	
CMB-199	(01-20)	07/01/2025	07/01/2026	06/17/2025	
ISI-285	(08-13)	07/01/2025		06/17/2025	
ISI-MO	(08-13)	07/01/2025		06/17/2025	
ISI-MO-A	(02-14)	07/01/2025		06/17/2025	
ISI-MO-B	(02-14)	07/01/2025		06/17/2025	
CMB-11	(08-13)	07/01/2026		05/19/2026	
CMB-12 (M)	(08-13)	07/01/2026		05/19/2026	
CMB-199	(01-20)	07/01/2026		05/19/2026	

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective: 07/01/2026
Policy No.: EWC010386
Named Insured: City of Independence, Missouri

Amendment to Schedule Item 11

Schedule Item 11 is amended to read as follows:

11. Classification of Operations:

State	Code	Classification	Estimated Annual Payroll	Rate Per $100 of Payroll	Estimated Annual Manual Premium
MO	5506	STREET OR ROAD CONSTRUCTION	$1,981,548	4.73	$93,727
MO	7380	CHAUFFEURS & HELPERS NOC	$1,094,374	5.65	$61,832
MO	7520	WATERWORKS OPERATION	$3,827,696	2.41	$92,247
MO	7539	ELECTRIC LIGHT OR POWER CO	$12,662,277	1.45	$183,603
MO	7580	SEWAGE DISPOSAL PLANT OPER	$1,002,453	2.27	$22,756
MO	7710	FIREFIGHTERS & DRIVERS	$16,830,879	5.16	$868,473
MO	7720	POLICE OFFICERS & DRIVERS	$22,597,990	3.01	$680,199
MO	8601	ENGINEER/ARCHITECT CONSULTING	$1,697,186	.21	$3,564
MO	8810	CLERICAL OFFICE OR LIBRARIES	$19,699,460	.10	$19,699
MO	8820	ATTORNEY	$171,615	.10	$172
MO	8831	HOSPITAL-VETERINARY	$659,625	1.05	$6,926
MO	8835	PUBLIC HEALTH NURSES ASSOC	$555,327	1.77	$9,829
MO	9015	BUILDINGS	$1,493,054	2.75	$41,059
MO	9102	PARK-ALL EMPLOYEES & DRIVERS	$2,166,328	2.19	$47,443
MO	9402	STREET OR SEWER CLEANING	$2,166,328	3.94	$85,353
MO	9410	MUNICIPAL EMPLOYEE NOC	$1,872,502	2.95	$55,239
		Total Annual Payroll:	$90,478,642		
		Total Annual Manual Premium:			$2,272,121

Total Manual Premium:	$2,272,121
(a) Experience Modification Factor:	1.000000000
(b) Other Modification Factor:	1.000000000
Normal Premium:	$2,272,121

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective: 07/01/2026
Policy No.: EWC010386
Named Insured: City of Independence, Missouri

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective: 07/01/2026
Policy No.: EWC010386
Named Insured: City of Independence, Missouri

Amendment to Schedule Item 12

Schedule Item 12 is amended to read as follows:

12. Premium:
    (a) Rate per $100 of Payroll: .4722
    (b) Policy Minimum Premium: See Below
    (c) Total Estimated Policy Premium: See Below

    (d) Deposit Premium: See Below
    (e) Deposit Flat Charges: See Below
    (f) Total Deposit Premium and Flat Charges Payable as Follows: See Below

Payroll Reporting Periods	Deposit Premium	Deposit Flat Charges	Total Deposit Premium and Deposit Flat Charges	Policy Minimum Premium
07/01/2025 - 07/01/2026	$452,250	$0	$452,250	$407,025
07/01/2026 - 07/01/2027	$427,240	$0	$427,240	$384,516
Totals for All Payroll Reporting Periods	$879,490	$0	$879,490	$791,541

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Philip S. Welt

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

CMB-12 (8-13)

Date Printed: 05/19/2026

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective: 07/01/2026
Policy No.: EWC010386
Named Insured: City of Independence, Missouri

Policyholder Disclosure Notice of Terrorism Insurance Coverage Endorsement

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in your Policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

A. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is: $12,817 and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: Midwest Employers Casualty Company
Policy Number: EWC010386

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Philip S. Welt

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Midwest Employers Casualty
a Berkley Company

WORKERS COMPENSATION QUOTATION

Quote Date: 5/13/2026 **Quote Number:** Q-263203

Effective Date: 07/01/2026 - 07/01/2027

Insured:

City of Independence, Missouri
20201 E Jackson Dr
Independence, MO 64057

Insurer:

Midwest Employers Casualty Company
14755 N. Outer 40 Drive, Suite 300
Chesterfield, MO 63017

EL Limits: $1,000,000/$1,000,000/$1,000,000

Payroll: $450,000

States Covered: KS

Estimated Premium:	$516
Expense Constant:	$200
Terrorism Risk Insurance Act Premium:	$32
Catastrophe Charge:	$63
Estimated Premium:	$811
Taxes & Assessments:	$0
Total:	$811

Disclosures

- The estimated premium is inclusive of the charge for claims handling services. We are engaging Sedgwick as our third party administrator for the program
- Midwest Employers offers comprehensive risk management and claims management services to ensure that our clients receive innovative solutions that will lower their total cost of risk. As a Midwest Employers Casualty excess workers compensation policyholder, the services we offer to your self-insured workers' compensation states will be extended to the states in which we provide primary workers compensation coverage.
- In order to bind coverage Lockton Companies LLC must be appropriately licensed in the covered states either for the individual or both. From our experience NIPR.Com represents the most efficient tool for accomplishing this.
- We have confirmed commission 0.00%. Once commission has been confirmed commission will not be increased for any reason.
- Be advised that Midwest Employers Casualty Company has rate changes pending in many states. Therefore, there is a possibility that rates may change prior to the effective date of this proposal.

Midwest Employers Casualty
a Berkley Company

WORKERS COMPENSATION QUOTATION

Classification Quoted

State	Class Code	Payroll
KS	8810 : Clerical Office Employees NOC.	450,000

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in the quote for your New policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury--in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a $100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, is $32.00, and does not include any charges for the portion of losses covered by the United States Government under the Act.

Name of Insurer: Midwest Employers Casualty Company

Named Insured: City of Independence, Missouri

Midwest Employers Casualty
a Berkley Company

05/19/2026

Division of Workers' Compensation
Self-Insurance Unit
P.O. Box 58
Jefferson City, MO 65102-0058

Re: Excess Workers Compensation Filing

Insurer:	Midwest Employers Casualty Company
Insured:	City of Independence, Missouri
Policy No.:	EWC010386
Policy Period:	07/01/2025 to 07/01/2027

Attached please find the required filing for the above referenced policy.

Please contact us if anything further is needed.

Sincerely,

MIDWEST EMPLOYERS CASUALTY

cc: Lockton Companies, LLC - Cheri Weathers

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement Schedule

Named Insured: City of Independence, Missouri
Policy Term: 07/01/2025 to 07/01/2027
Policy No.: EWC010386

Endorsement Code	Edition Date	Effective Date	Expiration Date	Date Created	Description
CMB-6-CLS	(08-13)	07/01/2025		06/17/2025	
CMB-11	(08-13)	07/01/2025	07/01/2026	06/17/2025	
CMB-187	(08-13)	07/01/2025		06/17/2025	
CMB-199	(01-20)	07/01/2025	07/01/2026	06/17/2025	
ISI-285	(08-13)	07/01/2025		06/17/2025	
ISI-MO	(08-13)	07/01/2025		06/17/2025	
ISI-MO-A	(02-14)	07/01/2025		06/17/2025	
ISI-MO-B	(02-14)	07/01/2025		06/17/2025	
CMB-11	(08-13)	07/01/2026		05/19/2026	
CMB-12 (M)	(08-13)	07/01/2026		05/19/2026	
CMB-199	(01-20)	07/01/2026		05/19/2026	

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective: 07/01/2026
Policy No.: EWC010386
Named Insured: City of Independence, Missouri

Amendment to Schedule Item 11

Schedule Item 11 is amended to read as follows:

11. Classification of Operations:

State	Code	Classification	Estimated Annual Payroll	Rate Per $100 of Payroll	Estimated Annual Manual Premium
MO	5506	STREET OR ROAD CONSTRUCTION	$1,981,548	4.73	$93,727
MO	7380	CHAUFFEURS & HELPERS NOC	$1,094,374	5.65	$61,832
MO	7520	WATERWORKS OPERATION	$3,827,696	2.41	$92,247
MO	7539	ELECTRIC LIGHT OR POWER CO	$12,662,277	1.45	$183,603
MO	7580	SEWAGE DISPOSAL PLANT OPER	$1,002,453	2.27	$22,756
MO	7710	FIREFIGHTERS & DRIVERS	$16,830,879	5.16	$868,473
MO	7720	POLICE OFFICERS & DRIVERS	$22,597,990	3.01	$680,199
MO	8601	ENGINEER/ARCHITECT CONSULTING	$1,697,186	.21	$3,564
MO	8810	CLERICAL OFFICE OR LIBRARIES	$19,699,460	.10	$19,699
MO	8820	ATTORNEY	$171,615	.10	$172
MO	8831	HOSPITAL-VETERINARY	$659,625	1.05	$6,926
MO	8835	PUBLIC HEALTH NURSES ASSOC	$555,327	1.77	$9,829
MO	9015	BUILDINGS	$1,493,054	2.75	$41,059
MO	9102	PARK-ALL EMPLOYEES & DRIVERS	$2,166,328	2.19	$47,443
MO	9402	STREET OR SEWER CLEANING	$2,166,328	3.94	$85,353
MO	9410	MUNICIPAL EMPLOYEE NOC	$1,872,502	2.95	$55,239
		Total Annual Payroll:	$90,478,642		
		Total Annual Manual Premium:			$2,272,121

Total Manual Premium:	$2,272,121
(a) Experience Modification Factor:	1.000000000
(b) Other Modification Factor:	1.000000000
Normal Premium:	$2,272,121

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective: 07/01/2026
Policy No.: EWC010386
Named Insured: City of Independence, Missouri

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective: 07/01/2026
Policy No.: EWC010386
Named Insured: City of Independence, Missouri

Amendment to Schedule Item 12

Schedule Item 12 is amended to read as follows:

12. Premium:
    (a) Rate per $100 of Payroll: .4722
    (b) Policy Minimum Premium: See Below
    (c) Total Estimated Policy Premium: See Below

    (d) Deposit Premium: See Below
    (e) Deposit Flat Charges: See Below
    (f) Total Deposit Premium and Flat Charges Payable as Follows: See Below

Payroll Reporting Periods	Deposit Premium	Deposit Flat Charges	Total Deposit Premium and Deposit Flat Charges	Policy Minimum Premium
07/01/2025 - 07/01/2026	$452,250	$0	$452,250	$407,025
07/01/2026 - 07/01/2027	$427,240	$0	$427,240	$384,516
Totals for All Payroll Reporting Periods	$879,490	$0	$879,490	$791,541

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Philip S. Welt

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

CMB-12 (8-13)

Date Printed: 05/19/2026

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective: 07/01/2026
Policy No.: EWC010386
Named Insured: City of Independence, Missouri

Policyholder Disclosure Notice of Terrorism Insurance Coverage Endorsement

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in your Policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

A. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is: $12,817 and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: Midwest Employers Casualty Company
Policy Number: EWC010386

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Philip S. Welt

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested for the 2026-27 utility property insurance renewal through Lockton Companies with an estimated annual premium and engineering fees of $844,683. **Approved**

Recommendations:

Council approval is recommended.

Background:

Since 2005, Lockton Companies, Inc. has served as the City's insurance broker, leveraging its expertise in utility operations to assemble layered insurance coverage for utility property. Each year, Lockton collaborates with Charlesworth Consulting, LLC (the City's Risk Manager), and City staff to review insurance options and ensure coverage aligns with the July 1st fiscal renewal date for the City's broker insurance programs.

In past years, Lockton has recommended to secure renewals from existing carriers rather than re-market the program, which can destabilize long-term insurance arrangements.

The City continues to use a quota share program, where multiple insurers each take on a share of the risk, with largely consistent quotas, carriers, and terms from the previous year. Notably, the Blue Valley Power plant remains insured at actual cash value, reflecting the City's position that it would not rebuild the plant if totally destroyed.

Last year, AEGIS, one of the insurers, included a fee in the premium to support site visits and a risk assessment. These visits, scheduled every other policy term, are deemed essential for loss control at key utility sites. The Risk Assessment results were provided to the City on May 20th, 2026.

Key points of interest:

- Overall, the average policy rate has been reduced by 6%. By insurer participant, the renewal rates quoted are shown below (and shown on the first page of the summary):
    - AEGIS - 3.5% reduction
    - Swiss Re - 14% reduction
    - London Markets - 7.5% reduction
- Terms and conditions are the same as those expiring from each of the insurer participants.
- AEGIS outstanding items:
    - Membership credit is expected, but the amount has not yet been provided.
    - AEGIS will be offering engineering services and the quote has not been received yet. The requested amount assumes a $20,000 engineering fee.

Overall, the renewal premium is down 2%, reflective of the 6% reduction mentioned above and inclusive of increase property values.

Emergency Justification:

Fiscal Impact:
Total fiscal impact to the City is $844,683 and is included in the FY 2026-27 proposed budget, page 146 in the Risk Management Fund (093).

Council Action:

Department / Contact Finance /

REVIEWERS
Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. Utility Property Program Quote Comparison 2026
2. Utility Property Quote - AEGIS 2026-27

City of Independence, MO: Utility Property Quote Comparison

	2025-26 Property Expiring AEGIS - 68.75%	2026-27 Property Quote AEGIS - 68.75%	% Change Vs. Carrier Expiring	2025-26 Property Expiring London - 18.75%	2026-27 Property Quote London - 18.75%	% Change Vs. Carrier Expiring	2025-26 Property Quote Swiss Re - 12.5%	2026-27 Property Quote Swiss Re - 12.5%	% Change Vs. Carrier Expiring
Total Insured Values	$368,008,242	$381,482,339	4%	$368,008,242	$381,482,339	4%	$368,008,242	$381,482,339	4%
Total Limit of Liability *(per occurrence)*	**$300,000,000**	**$300,000,000**		**$300,000,000**	**$300,000,000**		**$300,000,000**	**$300,000,000**	
Estimated Annual Premium	$779,441	$770,455		$1,038,000	$995,305		$853,000	$770,455	
Terrorism *(TRIA and non-certified)* **Premium**	Included	$8,986		$26,520	$25,429		$21,325	$8,986	
Total Annual Premium	**$779,441**	**$779,441**		**$1,064,520**	**$1,020,734**		**$874,325**	**$779,441**	
Effective Rate	$0.2118	$0.2043	-4%	$0.2893	$0.2676	-7%	$0.2376	$0.2043	-14%
AEGIS Membership Credit	($25,949)	TBD		N/A	N/A		N/A	N/A	
Engineering Fee *(AEGIS)*	$18,800	TBD		$18,800	TBD		$18,800	TBD	
Total Property/Boiler Program Cost	**$772,292**			**$1,083,320**			**$893,125**		
Valuation	Replacement Cost except where Actual Cash Value is noted.	Replacement Cost except where Actual Cash Value is noted.		Replacement Cost except where Actual Cash Value is noted.	Replacement Cost except where Actual Cash Value is noted.		Replacement Cost except where Actual Cash Value is noted.	Replacement Cost except where Actual Cash Value is noted.	
Deductibles:									
All Property Damage, per occurrence, except as shown below;	$500,000	$500,000		$500,000	$500,000		$500,000	$500,000	
Wind/Hail	$500,000	$500,000		$500,000	$500,000		$500,000	$500,000	
Blue Valley, Electrical Substations and all gas turbine generating units	$2,500,000	$2,500,000		$500,000	$500,000		$2,500,000	$2,500,000	
Earth Movement at electrical generating stations & substations	$2,500,000	$2,500,000		$500,000	$500,000		$2,500,000	$2,500,000	
Earth Movement - all other	$500,000	$500,000		$500,000	$500,000		$500,000	$500,000	
Flood - Blue Valley Station and all gas turbine generating units	$2,500,000	$2,500,000		$500,000	$500,000		$2,500,000	$2,500,000	
Flood - all other locations	$500,000	$500,000		$500,000	$500,000		$500,000	$500,000	
Extra Expense	$500,000	$500,000		30 days	30 days		$500,000	$500,000	
Service Interruption	48 hours	48 hours		48 hours	48 hours		48 hours	48 hours	
Applicable Sublimits:									
Blue Valley Power Plant (inclusive of all property at location)	Actual Cash Value - limit per SOV	Actual Cash Value - limit per SOV		Actual Cash Value - limit per SOV	Actual Cash Value - limit per SOV		$25M and Actual Cash Value	$25M and Actual Cash Value	
Substation H, I and J	N/A	N/A		N/A	N/A		Actual Cash Value	Actual Cash Value	
Accounts Receivable	$2,000,000	$2,000,000		$2,000,000	$2,000,000		$2,000,000	$2,000,000	
Boiler & Machinery	Excludes Blue Valley Station GSU transformers and turbine generators	Excludes Blue Valley Station GSU transformers and turbine generators		Included except Blue Valley turbines & generators	Included except Blue Valley turbines & generators		Included except Blue Valley Station turbine generators and GSU transformers	Included except Blue Valley Station turbine generators and GSU transformers	
Civil or Military Authority	30 days / 1 mile	30 days / 1 mile		28 days / 1 mile	28 days / 1 mile		$2,000,000 / 30 days	$2,000,000 / 30 days	
Course of Construction *(PD only)* (exluding high hazard EM and Flood) (new generation and BESS requires UW review)	$10,000,000	$10,000,000		$10,000,000	$10,000,000		$10,000,000	$10,000,000	
Debris Removal	$5,000,000 or 25% of loss whichever is less	$5,000,000 or 25% of loss whichever is less		$5,000,000 or 25% of loss whichever is less	$5,000,000 or 25% of loss whichever is greater		$5,000,000 or 25% of loss whichever is less	$5,000,000 or 25% of loss whichever is less	
Demolition & Increased Cost of Construction	$7,500,000	$7,500,000		$7,500,000	$7,500,000		$7,500,000	$7,500,000	
Earth Movement - per occurrence & aggregate (high hazard EQ excluded)	$25,000,000	$25,000,000		$50,000,000	$50,000,000		$25,000,000	$25,000,000	
Electronic Data Processing Media	Included in "valuable papers"	Included in "valuable papers"		$5,000,000	$5,000,000		$5,000,000	$5,000,000	
Errors & Omissions	$5,000,000	$5,000,000		$5,000,000	$5,000,000		$5,000,000	$5,000,000	
Expediting Expense	$5,000,000	$5,000,000		$5,000,000	$5,000,000		$5,000,000	$5,000,000	

	2025-26 Property Expiring	2026-27 Property Quote		2025-26 Property Expiring	2026-27 Property Quote		2025-26 Property Quote	2026-27 Property Quote	
	AEGIS - 68.75%	**AEGIS - 68.75%**	% Change Vs. Carrier Expiring	**London - 18.75%**	**London - 18.75%**	% Change Vs. Carrier Expiring	**Swiss Re - 12.5%**	**Swiss Re - 12.5%**	% Change Vs. Carrier Expiring
Extra Expense (excluding replacement power)	$5,000,000	$5,000,000		$5,000,000	$5,000,000		$5,000,000	$5,000,000	
Fine Arts	Excluded	Excluded		$1,000,000	$1,000,000		$1,000,000	$1,000,000	
Fire Department Service Charge	$1,000,000	$1,000,000		$1,000,000	$1,000,000		$1,000,000	$1,000,000	
Flood - per occurrence & aggregate	$25,000,000	$25,000,000		$25,000,000	$25,000,000		$25,000,000	$25,000,000	
Flood Zone A *(100 Year Flood Plain) (per occurrence and aggregate and part of the overall flood aggregate)*	$5,000,000	$5,000,000		$5,000,000	$5,000,000		$5,000,000	$5,000,000	
Hazardous Substances / Pollution Clean Up	$2,000,000	$2,000,000		$2,000,000	$2,000,000		$2,000,000	$2,000,000	
Ingress/Egress	30 days / 1 mile	30 days / 1 mile		28 miles / 1 mile	28 days / 1 mile		$2,000,000 / 30 days	$2,000,000 / 30 days	
Inland Transit	$5,000,000	$5,000,000		$5,000,000	$5,000,000		$5,000,000	$5,000,000	
Miscellaneous Unnamed Locations (excluded high hazard EM and Flood)	$5,000,000	$5,000,000		$1,000,000	$1,000,000		$5,000,000	$5,000,000	
Newly Acquired Locations (90 days reporting period)	$5,000,000	$5,000,000		$5,000,000	$5,000,000		$5,000,000	$5,000,000	
Earth Movement	Excluded	Excluded		Excluded	$1,000,000		$1,000,000	$1,000,000	
Flood (low hazard zones only)	Excluded	Excluded		Excluded	$2,500,000		Excluded	Excluded	
Personal Property of Employees *($10,000 limit per employee)*	Included	Included		$50,000	$50,000		$50,000	$50,000	
Preservation of Property/Sue & Labor	$2,500,000	$2,500,000		$2,500,000			$2,500,000	$2,500,000	
Professional Fees	$500,000	$500,000		$500,000	$500,000		$500,000	$500,000	
Service Interruption *(property damage only)*	$2,500,000	$2,500,000		$2,500,000	$2,500,000		$2,500,000	$2,500,000	
Valuable Papers	$5,000,000	$5,000,000		$2,000,000	$2,000,000		$5,000,000	$5,000,000	

City of Independence, MO: Utility Property - 2026-27 Proposed Program

	2025-26 Proposed Program AEGIS - 68.75% London - 18.75% Swiss Re - 12.5%	2026-27 Proposed Program AEGIS - 68.75% London - 18.75% Swiss Re - 12.5%	% Change
Total Insured Values	$368,008,242	$381,482,339	4%
Total Limit of Liability *(per occurrence)*	**$300,000,000**	**$300,000,000**	
Estimated Annual Premium	$842,088	$824,683	
Terrorism *(TRIA and non-certified)* **Premium**	Included	Included	
Total Annual Premium	**$842,088**	**$824,683**	**-2%**
Program Effective Rate	$0.2288	$0.2162	-6%
AEGIS Membership Credit	($25,949)	TBD	
Engineering Fee *(AEGIS)*	$18,800	TBD	
Total Property/Boiler Program Cost	**$834,939**		
Valuation	Replacement Cost except where Actual Cash Value is noted.	Replacement Cost except where Actual Cash Value is noted.	
Deductibles:			
All Property Damage, per occurrence, except as shown below;	$500,000	$500,000	
Wind/Hail	$500,000	$500,000	
Blue Valley, Electrical Substations and all gas turbine generating units	$500,000 - 18.75% $2,500,000 - 81.25%	$500,000 - 18.75% $2,500,000 - 81.25%	
Earth Movement at electrical generating stations & substations	$500,000 - 18.75% $2,500,000 - 81.25%	$500,000 - 18.75% $2,500,000 - 81.25%	
Earth Movement - all other	$500,000	$500,000	
Flood - Blue Valley Station and all gas turbine generating units	$500,000 - 18.75% $2,500,000 - 81.25%	$500,000 - 18.75% $2,500,000 - 81.25%	
Flood - all other	$500,000	$500,000	
Extra Expense	30 days - 18.75% $500,000 - 81.25%	30 days - 18.75% $500,000 - 81.25%	
Service Interruption	48 hours	48 hours	
Applicable Sublimits:			
Blue Valley Power Plant	$25M Sublimit & ACV - 12.5% Actual Cash Value - 87.5%	$25M Sublimit & ACV - 12.5% Actual Cash Value - 87.5%	
Substations H, I and J	Actual Cash Value & for transformers greater than 40 years from manufacturing date	Actual Cash Value & for transformers greater than 40 years from manufacturing date	
Accounts Receivable	$2,000,000	$2,000,000	
Boiler & Machinery	Included except Blue Valley turbines & generators	Included except Blue Valley turbines & generators	
Civil or Military Authority	28 days / 1 mile - 18.75% $2M sublimit / 30 days / 1 mile - 12.5% 30 days / 1 mile - 68.75%	28 days / 1 mile - 18.75% $2M sublimit / 30 days / 1 mile - 12.5% 30 days / 1 mile - 68.75%	
Course of Construction *(PD only)*	$10,000,000	$10,000,000	
Debris Removal	$5,000,000 or 25% of loss whichever is greater - 18.75% $5,000,000 or 25% of loss whichever is lesser - 81.25%	$5,000,000 or 25% of loss whichever is greater - 18.75% $5,000,000 or 25% of loss whichever is lesser - 81.25%	
Demolition & Increased Cost of Construction	$7,500,000	$7,500,000	
Earth Movement *(occurrence & aggregate)*	$25,000,000	$25,000,000	
Electronic Data Processing Media	Included in "valuable papers"	Included in "valuable papers"	
Errors & Omissions	$5,000,000	$5,000,000	
Expediting Expense	$5,000,000	$5,000,000	
Extra Expense	$5,000,000	$5,000,000	
Fine Arts	$1,000,000	$1,000,000	
Fire Department Service Charge	$1,000,000	$1,000,000	
Flood *(occurrence & aggregate)*	$25,000,000	$25,000,000	
Flood Zone A *(100 Year Flood Plain) (per occurrence and aggregate and part of the overall flood aggregate)*	$5,000,000	$5,000,000	
Hazardous Substances / Pollution Clean Up	$2,000,000	$2,000,000	
Ingress/Egress	28 days / 1 mile - 18.75% $2M sublimit / 30 days / 1 mile - 12.5% 30 days / 1 mile - 68.75%	28 days / 1 mile - 18.75% $2M sublimit / 30 days / 1 mile - 12.5% 30 days / 1 mile - 68.75%	
Inland Transit	$5,000,000	$5,000,000	
Miscellaneous Unnamed Locations	$5,000,000 - 81.25% $1,000,000 - 18.75%	$5,000,000 - 81.25% $1,000,000 - 18.75%	
Newly Acquired Locations (120 days reporting period)	$5,000,000	$5,000,000	
Earth Movement - Newly Acquired Locations *(part of the overall program aggregate)*	Excluded	Excluded	
Flood - Newly Acquired Locations *(100 Year Flood Plain) (per occurrence and aggregate and part of the overall flood aggregate)*	Excluded	Excluded	
Personal Property of Employees *($10,000 limit per employee)*	Included - 68.75% $50,000 - 31.25%	Included - 68.75% $50,000 - 31.25%	
Preservation of Property/Sue & Labor	$2,500,000	$2,500,000	
Professional Fees	$500,000	$500,000	
Service Interruption	$2,500,000	$2,500,000	
Valuable Papers	$5,000,000 - 81.25% $2,000,000 - 18.75%	$5,000,000 - 81.25% $2,000,000 - 18.75%	

	Rate						
	2021-22	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	% Change
AEGIS	$0.1972	$0.1888	$0.2076	$0.2118	$0.2118	$0.2043	-3.5%
Swiss Re	$0.2173	$0.2281	$0.2511	$0.2575	$0.2376	$0.2043	-14.0%
London	$0.3215	$0.2751	$0.2926	$0.3044	$0.2893	$0.2676	-7.5%
	Annual 100% Premium						
	2021-22	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	
AEGIS	$560,541	$598,375	$689,742	$728,849	$779,441	$779,441	does not include AEGIS credit
Swiss Re	$645,000	$723,000	$834,000	$874,325	$874,325	$779,441	
London	$954,370	$871,954	$972,000	$1,064,520	$1,064,520	$1,020,734	
	Quota Share Premium						
	2021-22	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	
AEGIS	$385,372	$411,383	$474,198	$501,084	$535,866	$535,866	does not include AEGIS credit
Swiss Re	$96,750	$108,450	$125,100	$109,291	$106,625	$97,430	
London	$155,085	$141,693	$157,950	$199,598	$199,598	$191,388	
Total Program Premium	**$637,207**	**$661,525**	**$757,248**	**$809,972**	**$842,088**	**$824,683**	-2%

All Risk Property Insurance Proposal

June 1, 2026

INSURED: City of Independence

20201 E Jackson Dr
Independence, MO 64057-1569

PROPOSAL NUMBER: PO5306814M

PROGRAM NAME: City of Independence

BROKER: Lockton Companies
Kansas City, MO

POLICY PERIOD: July 1, 2026 to July 1, 2027

INSURERS: ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED, HAMILTON BERMUDA and any other insurers on the Schedule of Insurers.

POLICY FORM: AEGIS STANDARD ALL RISK PROPERY INSURANCE FORM (09/2025)

As Expiring

POLICY TERRITORY: This policy covers within the fifty states comprising the United States of America and the District of Columbia.

LIMITS OF LIABILITY:

PRIMARY: $206,250,000 (68.75%) part of $300,000,000 excess of deductibles

COVERAGE/SUBLIMITS: These sublimits are part and not in addition to the per OCCURRENCE Limit of Insurance.

Sublimits for CATASTROPHIC OCCURRENCE:

Coverage	Sublimit	
Earth Movement	$25,000,000	Per Occurrence and in the Annual Aggregate ; excluding High Hazard Zones.
Earth Movement in a High Hazard Zone		Excluded
Flood including Storm Surge	$25,000,000	Per Occurrence and in the Annual Aggregate ; excluding High Hazard Zones.
Flood in a High Hazard Zone	$5,000,000	Per Occurrence and in the Annual Aggregate

©2025 ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED (AEGIS)
AEGIS and the AEGIS Logo are the Registered Service Marks of AEGIS in the U.S., U. K., E.U., Bermuda, Canada and New Zealand

All Risk Property Insurance Proposal

The POLICY can be extended to include the following coverages:

Coverage	Sublimit	
Accounts Receivable	$2,000,000	Per Occurrence
Civil Authority	30 Days	Per Occurrence ; Limited to 1 statute mile
Contaminants or Pollutants	$2,000,000	Per Occurrence and in the Annual Aggregate
Debris Removal	$5,000,000	Per Occurrence ; or 25% of loss, whichever is less.
Demolition and Increased Cost of Construction	$7,500,000	Per Occurrence
Errors or Omissions	$5,000,000	Per Occurrence
Expediting Costs	$5,000,000	Per Occurrence
Extra Expense	$5,000,000	Per Occurrence Excluding Replacement Power
Fire Department Charges	$1,000,000	Per Occurrence
Ingress and Egress	30 Days	Per Occurrence ; Limited to 1 statute mile
Miscellaneous Unnamed Locations	$5,000,000	Per Occurrence ; Excluding Coverage for High Hazard Earth Movement and High Hazard Flood.
Newly Acquired Property	$5,000,000	Per Occurrence ; 90 days reporting. Perils of Earth Movement in High Hazard, Flood in High Hazard and Named Windstorm are excluded. Newly acquired shall not exceed the sublimit and or cost of asset whichever is less.
Loss Adjustment Expense	$500,000	Per Occurrence ; Excluding Public Adjuster and Attorney Fees.
Property in the Course of Construction	$10,000,000	Per Occurrence ; not exceed the sublimit and or the Project cost whichever is less. Perils of Earth Movement in High Hazard, Flood in High Hazard and Named Windstorm are excluded. Excludes New Generation and Battery Storage as requires UW review and agreement,
Property in Transit	$5,000,000	Per Occurrence ; excluding Ocean and Marine Cargo.
Protection of Property	$2,500,000	Per Occurrence
Service Interruption Coverage	$2,500,000	Per Occurrence
Valuable Papers and Records and Electronic Media	$5,000,000	Per Occurrence

All Risk Property Insurance Proposal

DEDUCTIBLES:

Property Damage - Generation and Substations	$2,500,000	Per Occurrence
Property Damage - All Other	$500,000	Per Occurrence
Service Interruption Qualifying Period	48 Hours	Per Occurrence

CO-INSURANCE: None

CANCELLATION: 90 days notice of cancellation except 10 days for non-payment of premium.

TOTAL INSURED VALUE: $381,482,339 on file with the INSURER.

PREMIUM: Primary: $535,866 (68.75% AEGIS participation) part of $779,441

The INSURED shall make all required premium payments in accordance with the INSURER'S invoice. The premium may be subject to state and/or local taxes that are your responsibility or the responsibility of your broker to report and pay.

TERRORISM PREMIUM:

The following Terrorism Premium, which will include any agreed commission, is included in the Policy Premium above.

Primary: $8,986

DEDUCTIONS: Primary: Nil

PREMIUM DUE DATE: 30 days after binding.

QUOTE EXPIRATION DATE: July 1, 2026

ENGINEERING FEE REIMBURSEMENT:

Each participating INSURER agrees to reimburse the INSURED for the INSURED'S cost for engineering loss control services, not including jurisdictional inspections, in an amount not to exceed the lesser of: (a) the participating INSURER'S percentage share of the interests and liabilities herein multiplied by INSURED'S cost for engineering loss control services; and (b) 2.50% of the initial gross written premium due the participating INSURER for the term of the POLICY.

CONDITIONS:

- AEGIS premium does not include any applicable state or local surplus lines taxes
- Authorization is subject to no change in loss history prior to renewal date.
- AEGIS authorized line to sign in full, unless agreed otherwise in writing.
- AEGIS renewal coverage is per the terms and conditions outlined herein. These terms may differ from expiring program and/or renewal specifications.
- AEGIS capacity may include AEGIS Consortium participation.
- Policy wording per expiring, except as noted otherwise

All Risk Property Insurance Proposal

ENDORSEMENTS:

1. TRIA ENDORSEMENT L200S (01/2022)
2. NON-CERTIFIED TERRORISM COVERAGE ENDORSEMENT L200S (01/2022)

SCHEDULE OF INSURERS

Each INSURER making this Proposal is proposing to insure and will be liable only to the extent of the individual proportion of liability for such subscribing INSURER as is subsequently agreed.

The proportion of liability proposed by each INSURER (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Proposal.

Each INSURER'S obligations under any POLICY issued in response to this Proposal, as this Proposal may be subsequently amended, are several and not joint with any other INSURER subscribing to this POLICY.

The inability or failure, for any reason whatsoever, of any INSURER to pay its portion for or relating to any loss will not increase, change, or in any way affect the obligation (percentage share or otherwise) of any other INSURER. No subscribing INSURER is responsible for the obligations of any other subscribing INSURER who for any reason does not satisfy all or part of its obligations.

Associated Electric & Gas Insurance Services Limited
By: AEGIS Insurance Services, Inc. as agent
under an Insurance Services Agreement effective September 27, 2007

By _____ June 1, 2026
Authorized Signature Date

Name: Angela Slattery
Title: Underwriting Officer
AEGIS Insurance Services, Inc.
30 Hudson Street
Jersey City, NJ 07302

POLICY NOTICES:

The INSURED shall make any notice required or permitted to the INSURER:

if with respect to underwriting to:

Underwriting Division
AEGIS Insurance Services, Inc.
30 Hudson Street
Jersey City, NJ 07302

if with respect to a claim to:

Claims Division
AEGIS Insurance Services, Inc.
30 Hudson Street
Jersey City, NJ 07302
Submit a Claim by sending an email to: PropertyClaimNotice@aegislimited.com

or if with respect to a customer complaint to:

Member Relations
AEGIS Insurance Services, Inc.
30 Hudson Street
Jersey City, NJ 07302

All RISK PROPERTY INSURANCE POLICY

THIS POLICY MAY BE DIFFERENT FROM OTHER POLICIES.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Words and phrases appearing in all capital letters are defined in Section IV Definitions.

NON-ADMITTED COVERAGE

Associated Electric & Gas Insurance Services Limited and each additional subscribing insurer is an eligible surplus/excess lines insurer in the United States. This POLICY is written on a surplus/excess lines basis and the INSURED may be required to pay taxes in addition to the premium due the INSURERS. The POLICY form, rates, and financial condition of the INSURER are not subject to approval by any state regulators. If any INSURER subscribing to this POLICY becomes insolvent, the INSURED will not be eligible for insurance guaranty fund protection. Your Home State may require your broker to affix additional notices. If a notice is not affixed or you have any questions regarding the regulation of surplus/excess lines insurance, please contact your broker.

SPECIMEN

© 2003-2025 ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED (AEGIS)
AEGIS AND THE AEGIS LOGO ARE THE REGISTERED TRADEMARKS OF AEGIS IN THE U.S., E.U., BERMUDA, CANADA AND NEW ZEALAND

TABLE OF CONTENTS

I. PROPERTY DAMAGE COVERAGES 1
A. INSURING AGREEMENT 1
B. COVERED PROPERTY 1
C. PROPERTY EXCLUDED 1
D. EXCLUSIONS 3
E. SPECIAL CONDITIONS FOR CATASTROPHIC OCCURRENCES 6
F. COVERAGE EXTENSIONS 7
1. NEWLY ACQUIRED PROPERTY 7
2. PROPERTY IN THE COURSE OF CONSTRUCTION 8
3. PERSONAL PROPERTY TEMPORARILY OFF PREMISES 8
4. PROPERTY IN TRANSIT 9
5. VALUABLE PAPERS AND RECORDS AND ELECTRONIC MEDIA 10
6. ACCOUNTS RECEIVABLE 10
7. DEBRIS REMOVAL 11
8. FOREIGN MATERIAL REMOVAL 12
9. FIRE DEPARTMENT CHARGES 12
10. EXPEDITING COSTS 12
11. CONTAMINANTS OR POLLUTANTS 12
12. DEMOLITION AND INCREASED COST OF CONSTRUCTION 12
13. LOSS ADJUSTMENT EXPENSE 14
14. MISCELLANEOUS UNNAMED LOCATIONS 14
15. ERRORS OR OMISSIONS 14
16. PROTECTION OF PROPERTY 15
17. OVERHEAD EXPENSES 15
18. RELIGHTING 15
G. VALUATION 16
II. TIME ELEMENT COVERAGES 18
A. INSURING AGREEMENT 18
B. PERIOD OF INDEMNITY 18
C. TIME ELEMENT COVERAGE EXTENSIONS 19
D. ADDITIONAL TIME ELEMENT EXCLUSIONS 23
E. RESUMPTION OF OPERATIONS 24
III. CONDITIONS APPLICABLE TO ALL COVERAGES 24
A. ABANDONMENT 24
B. APPRAISAL 24
C. ASSIGNMENT 24
D. BANKRUPTCY OR INSOLVENCY 24

SPECIMEN

E. CANCELLATION 25
F. CHANGE IN OPERATION 25
G. CHOICE OF LAW AND JURISDICTION 26
H. DEDUCTIBLES 26
I. DISPUTE RESOLUTION 26
J. INSPECTION AND AUDIT 27
K. LOSS OR DAMAGE TO PROPERTY PROTECTED BY GUARANTY, OBLIGATION, OR WARRANTY 27
L. LOSS PAYABLE 27
M. MEMBERSHIP AND VOTING RIGHTS 27
N. MISREPRESENTATION AND FRAUD 28
O. MORTGAGEE INTEREST 28
P. NON-ADMITTED COVERAGE 29
Q. OBSERVANCE OF CONDITIONS 29
R. OTHER INSURANCE 29
S. REQUIREMENTS IN THE EVENT OF LOSS 29
T. SALVAGE RECOVERIES 30
U. SERVICE OF SUIT 30
V. SUBROGATION 31
W. SUIT AGAINST THE INSURER 31
X. SUSPENSION 31
Y. VACANT OR UNOCCUPIED LOCATIONS 32
Z. WARRANTY 32
IV. DEFINITIONS 32

SPECIMEN

In consideration of the payment of premium, and in reliance upon all statements made and information furnished to the INSURER, and subject to all the terms hereinafter provided, the INSURER agrees as follows:

I. PROPERTY DAMAGE COVERAGES

A. INSURING AGREEMENT

This POLICY insures against direct physical loss or damage to COVERED PROPERTY, from any cause not specifically excluded, due to an OCCURRENCE that commences during the POLICY PERIOD, subject to the applicable limits of insurance, sublimits, and deductibles stated in the DECLARATIONS and all other POLICY provisions.

B. COVERED PROPERTY

COVERED PROPERTY means the following while at an INSURED LOCATION within the POLICY TERRITORY:

1. real and personal property owned or leased by the INSURED at the inception of the POLICY PERIOD if specifically identified on a schedule on file with the INSURER prior to the binding of this POLICY, or subsequently added to the INSURED'S schedule if accepted in writing by the INSURER;

2. property of others in the INSURED'S care, custody, or control or for which the INSURED has assumed the responsibility to insure before the loss or damage;

3. the INSURED'S interest in improvements and betterments to property not owned by the INSURED; and

4. personal property of the INSURED'S officers and employees.

5. TRANSMISSION AND DISTRIBUTION SYSTEMS

C. PROPERTY EXCLUDED

COVERED PROPERTY does not include:

1. bills, currency, deeds, food stamps, money, securities, or notes or evidence of debt;

2. animals, livestock, or fish or other aquatic life;

3. land including the land on which COVERED PROPERTY is located but not improved land for which the INSURED has provided a value on a schedule on file with the INSURER prior to the binding of this POLICY or subsequently added to the INSURED'S schedule, if accepted in writing by the INSURER;

4. water but not water for use in the INSURED'S OPERATIONS, at any INSURED LOCATION and contained within any type of processing tank, cistern, pond, piping, or other equipment, or impounded waters unless a sublimit is stated in the DECLARATIONS for impounded waters;

SPECIMEN

5. trees, shrubs, plantings, landscaping, standing timber, or crops;

6. pilings or foundations of buildings or structures that are located below the surface of the ground or, if there is a basement, below the basement floor;

7. aircraft, unmanned aircraft systems (drones), underwater vehicles, unmanned underwater systems, speedcraft, satellites, watercraft, mobile cranes, any vehicle or equipment licensed for highway use except for vehicles or equipment licensed for highway use while at an INSURED LOCATION, or rolling stock except for rolling stock within 1000 feet of an INSURED LOCATION;

8. property of others attached to or supporting COVERED PROPERTY;

9. paved and unpaved roads, streets, sidewalks, or similar surfaces;

10. railroad beds, ties, or tracks, unless at an INSURED LOCATION;

11. bridges, unless specifically identified on a schedule on file with the INSURER prior to the binding of this POLICY or added by an amendment to the INSURED'S schedule, if the amendment is accepted in writing by the INSURER;

12. retaining walls that are not part of a building, unless a value is identified on a schedule on file with the INSURER prior to the binding of this POLICY or subsequently added to the INSURED'S schedule, if accepted in writing by the INSURER.

13. reservoirs, containment basins, ponds, or lakes whether for water or ash; but not equipment or machinery appurtenant to any of the foregoing;

14. dams, dikes, levees, piers, or wharves unless specifically identified on a schedule on file with the INSURER prior to the binding of this POLICY or added by amendment to the INSURED'S schedule accepted in writing by the INSURER;

15. water shafts, power tunnels, penstocks, gates, or flumes, unless a value is identified on a schedule on file with the INSURER prior to the binding of this POLICY or subsequently added to the INSURED'S schedule, if accepted in writing by the INSURER.

16. contraband or illegal trade goods;

17. crude oil, natural gas, coal, or other minerals prior to recovery above ground;

18. all pipelines and the contents therein, including, but not limited to, surface, underground, aerial, or submerged, unless specifically included on a schedule on file with the INSURER prior to the binding of this POLICY or subsequently added to the INSURED'S schedule, if accepted in writing by the INSURER;

19. Electric TRANSMISSION AND DISTRIBUTION SYSTEMS, unless a value is identified on a schedule on file with the INSURER prior to the binding of this POLICY or subsequently added to the INSURED'S schedule, if accepted in writing by the INSURER.

20. fine art, furs, jewelry, jewels, pearls, precious or semi-precious stones, gold, silver, platinum, or other precious metals or alloys;

SPECIMEN

21. real and personal property at any site where a nuclear reaction has or will take place, or where nuclear fuel or waste is or will be present, including raw material for nuclear fuel and yellowcake;

22. underground mines, tunnels, wells, or caverns, and mining equipment or any other property therein;

23. property of others hauled on vehicles owned, leased, or operated by the INSURED when acting as a common or contract carrier as defined by any applicable federal, state, or other governmental law or regulation;

24. any offshore property, including but not limited to, any property or structures located in, on, or over navigable waters, regardless of whether such property is connected to land by any structure unless specifically identified on a schedule on file with the INSURER prior to binding of this POLICY or subsequently added to the INSURED'S schedule, if accepted in writing by the INSURER; or

25. Any GRID SCALE LITHIUM ION BATTERY ENERGY STORAGE SYSTEM unless specifically included and separately identified on a schedule on file with the INSURER prior to the binding of this POLICY or subsequently added to the INSURED'S schedule, if accepted in writing by the INSURER.

D. EXCLUSIONS

Each exclusion in this Section I.D. applies to each coverage, COVERAGE EXTENSION, and TIME ELEMENT COVERAGE EXTENSION provided in this POLICY.

1. Notwithstanding any other cause or event that contributes concurrently or in any sequence to loss or damage this POLICY does not insure against any loss, damage, cost, or expense directly or indirectly, proximately or remotely, which is or can be caused by, result from, arise out of, composed or comprised of, attributable to, contributed to by, or in any way connected with, any of the following:

   a) the enforcement of any law or ordinance, requiring the demolition of undamaged property, or regulating the use, construction, repair, or demolition of buildings or structures, unless and then only to the extent this POLICY is extended to include the Demolition and Increased Cost of Construction COVERAGE EXTENSION;

   b) seizure or destruction of property by order of any governmental authority, except for loss or damage caused by or resulting from acts of destruction ordered by a governmental authority at the time of a fire to prevent its spread;

   c) nuclear reaction, radiation, or radioactive contamination, however caused, except that if fire ensues, then, subject to the terms and conditions of this POLICY, the INSURER shall pay for direct physical loss or damage caused by the ensuing fire but not including any loss, damage, cost, or expense due to nuclear reaction, radiation, or radioactive contamination;

   d) the intentional release, discharge, dispersal, or application of any pathogenic or poisonous chemical, bacteriological, viral, radioactive, or similar agents or matter as a weapon regardless of who is responsible for the act and whether war has been declared or not;

SPECIMEN

e) war including: undeclared war, civil war, or warlike action, including action in hindering or defending against an actual or expected warlike action by any government, sovereign, or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurpation of power, or action taken by governmental authority in hindering or defending against any of these;

f) ACT OF TERRORISM;

g) water below the surface of the ground that presses on, flows, or seeps through foundations, walls, floors, paved surfaces, basements, or doors, windows, or other openings;

h) fraudulent or dishonest acts or omissions by the INSURED or by any officer, director, employee, agent, or associate of the INSURED, whether acting alone or in collusion with others;

i) unexplained or mysterious disappearance, shortage, or loss;

j) voluntary parting with any COVERED PROPERTY even if the INSURED or any officer, director, employee, agent, or associate of the INSURED was induced to do so by any fraudulent scheme, trick, device, or false pretense;

k) consequential loss or damage, including but not limited to: delay, loss of use, loss of market, penalties for noncompletion, or noncompliance with contract conditions;

l) conduct that is prohibited or restricted by or would expose the INSURED to any sanction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States, including, but not limited to sanctions, laws, and regulations administered or enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC") (collectively "Economic Sanctions") and if this POLICY is determined by the INSURER to be a blocked or frozen contract under any Economic Sanction no payments, including, but not limited to, claims, premium refunds, or member related credits, will be made by INSURER without written authorization from each applicable regulatory body; and further, any benefit from or coverage in this POLICY that violates any Economic Sanctions is void at inception of this POLICY;

m)

(1) any actual, suspected, or potential COMMUNICABLE DISEASE OR INFECTIOUS PATHOGEN;

(2) any fear or threat (whether actual or perceived) of sickness resulting from any COMMUNICABLE DISEASE OR INFECTIOUS PATHOGEN;

(3) any action taken in controlling, cleaning, monitoring, preventing, or suppressing any COMMUNICABLE DISEASE OR INFECTIOUS PATHOGEN or any sickness or any fear or threat (whether actual or perceived) of sickness resulting from any COMMUNICABLE DISEASE OR INFECTIOUS PATHOGEN;

SPECIMEN

(4) any loss of sales or interruption of any market in any way relating to any COMMUNICABLE DISEASE OR INFECTIOUS PATHOGEN or any sickness or any fear or threat (whether actual or perceived) of sickness resulting from any COMMUNICABLE DISEASE OR INFECTIOUS PATHOGEN; or

(5) any loss of use of property or any loss of value of property, in any way relating to any COMMUNICABLE DISEASE OR INFECTIOUS PATHOGEN or any sickness or any fear or threat (whether actual or perceived) of sickness resulting from any COMMUNICABLE DISEASE OR INFECTIOUS PATHOGEN; or

n) any MICROFRACTURES in any SOLAR PANEL.

2. This POLICY does not insure against any loss, damage, cost, or expense caused by any of the following, but does not exclude any loss, damage, cost, or expense caused by any ensuing physical loss or damage to COVERED PROPERTY which is not SOFTWARE AND DATA from a cause not specifically excluded:

a) wear and tear, depletion, deterioration, corrosion, erosion, leakage, evaporation, loss of weight, marring, scratching, rust, shrinkage, decay, latent defect, or inherent vice;

b) gradual cracking due to normal operation of any turbine, generator, boiler, fired or unfired pressure vessel, refrigerating or air conditioning systems, machine, apparatus, or accessory equipment, unless cracking at the time it commences prevents the continued operation of such generator, vessel, refrigerating or air conditioning system, machine, apparatus or accessory equipment;

c) smoke from agricultural smudging or industrial operations;

d) accumulated effects of vapor, gas, or smog;

e) functional or economic obsolescence;

f) dampness or dryness of atmosphere, or extremes or changes in temperature;

g) insects, birds, rodents, or other animals;

h) spoilage, adulteration, alteration, or contamination of gas, fuel, or input or product unless the gas, fuel, or input or product was spoiled, altered, or contaminated by a cause not specifically excluded;

i) actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape or the testing for, monitoring, clean up, removal, remediation, containment, treatment, detoxifying, neutralization, or in any way responding to or assessing the existence, concentration, or effects of CONTAMINANTS OR POLLUTANTS;

j) settling, cracking, heaving, bulging, expansion, or contraction of any foundation, wall, floor, ceiling, roof, structure, patio, walkway, driveway, or other paved surface;

SPECIMEN

k) faulty, inadequate, or defective: (i) designs, specifications, or plans; (ii) maintenance; (iii) materials, workmanship, or manufacture; (iv) engineering or surveying; (v) construction, repair, renovation, remodeling, grading, or compaction; or (vi) processing;

l) breakdown of any electrical machine or electrical apparatus while undergoing an insulation breakdown test or being dried out;

m) interruption of UTILITY SERVICES;

n) loss of use, functionality, or reliability of COVERED PROPERTY that has not been physically damaged;

o) CYBER INCIDENT however, the coverage provided for any loss, damage, cost, or expense caused by any ensuing physical loss or damage from a cause not specifically excluded does not apply to SOFTWARE AND DATA; or

p) loss or damage covered by any guaranty, obligation, or warranty whether or not the guarantor, obligor, or warrantor is an INSURED with respect to their interest in any COVERED PROPERTY under this POLICY.

E. SPECIAL CONDITIONS FOR CATASTROPHIC OCCURRENCES

In addition to all other POLICY provisions, the insurance provided by this POLICY for CATASTROPHIC OCCURRENCES is subject to the conditions in this subsection.

This POLICY insures against direct physical loss or damage to COVERED PROPERTY caused by a CATASTROPHIC OCCURRENCE only if a sublimit is stated in the DECLARATIONS for such CATASTROPHIC OCCURRENCE.

The sublimits for CATASTROPHIC OCCURRENCES are part of and not in addition to the POLICY limits of insurance in the DECLARATIONS and does not increase the limits of insurance.

The sublimit for each CATASTROPHIC OCCURRENCE and the aggregate limit for all CATASTROPHIC OCCURRENCES apply to all loss, damage, cost, and expense regardless of the number of Coverages, COVERAGE EXTENSIONS, TIME ELEMENT COVERAGE EXTENSIONS, sublimits, or any cause or event that contributes concurrently or in any sequence to the loss, damage, cost, or expense caused by a CATASTROPHIC OCCURRENCE.

If more than one CATASTROPHIC OCCURRENCE sublimit applies, the smaller sublimits are part of and not in addition to the largest sublimit and the most the INSURER shall pay is the largest applicable sublimit.

All payments for loss, damage, cost, or expense from FLOOD not arising from NAMED WINDSTORM and not in a HIGH HAZARD FLOOD ZONE are subject to and reduce the per OCCURRENCE and the aggregate sublimit for FLOOD.

All payments for loss, damage, cost, or expense from FLOOD in a HIGH HAZARD FLOOD ZONE but not arising from NAMED WINDSTORM are subject to and reduce the per OCCURRENCE and aggregate sublimit for FLOOD and the per OCCURRENCE and aggregate sublimit for FLOOD in a HIGH HAZARD FLOOD ZONE, but not the per OCCURRENCE or aggregate sublimits for NAMED WINDSTORM.

SPECIMEN

All payments for loss, damage, cost, or expense arising from NAMED WINDSTORM including loss, damage, cost, or expense arising from FLOOD or FLOOD in a HIGH HAZARD FLOOD ZONE are subject to the per OCCURRENCE and aggregate sublimit for NAMED WINDSTORM. All such payments reduce the per OCCURRENCE and aggregate sublimit for NAMED WINDSTORM but not the per OCCURRENCE nor aggregate sublimit for FLOOD or FLOOD in a HIGH HAZARD FLOOD ZONE.

All payments for loss, damage, cost, or expense from EARTH MOVEMENT not in a HIGH HAZARD EARTH MOVEMENT ZONE are subject to and reduce the per OCCURRENCE and the aggregate sublimit for EARTH MOVEMENT.

All payments for loss, damage, cost, or expense from EARTH MOVEMENT in a HIGH HAZARD EARTH MOVEMENT are subject to and reduce the per OCCURRENCE and the aggregate sublimit for EARTH MOVEMENT in a HIGH HAZARD EARTH MOVEMENT ZONE and the per OCCURRENCE and aggregate sublimit for EARTH MOVEMENT.

F. COVERAGE EXTENSIONS

This POLICY is extended to include the following coverages (each a COVERAGE EXTENSION) but only if a sublimit is stated in the DECLARATIONS for the COVERAGE EXTENSION.

The total liability of the INSURER under each COVERAGE EXTENSION each OCCURRENCE and in the aggregate will not exceed the amount of the sublimit for such COVERAGE EXTENSION stated in the DECLARATIONS, regardless of the number of Coverages, COVERAGE EXTENSIONS, Sublimits or causes of loss involved. The Sublimit for each COVERAGE EXTENSION is part of and not in addition to the POLICY limits of insurance in the DECLARATIONS and does not increase the limits of insurance. Each COVERAGE EXTENSION is subject to all POLICY provisions, including all exclusions and deductibles.

1. Newly Acquired Property

For ninety (90) days from the date the property is acquired or to the end of the POLICY PERIOD, whichever is earlier, real and personal property newly acquired or leased by the INSURED after the inception of the POLICY PERIOD (excluding property in the course of construction) is COVERED PROPERTY, if such real or personal property a) would be COVERED PROPERTY if at an INSURED LOCATION, b) is within the POLICY TERRITORY, and c) the total value of the newly acquired property does not exceed the sublimit for Newly Acquired Property stated in the DECLARATIONS.

No coverage is provided for such newly acquired property after ninety (90) days unless expressly agreed to in writing by the INSURER on terms satisfactory to the INSURER.

There is no coverage under this POLICY for any newly acquired property comprised of generation facilities.

If any newly acquired property does not otherwise qualify as COVERED PROPERTY under this COVERAGE EXTENSION, the INSURED may request the INSURER add the newly acquired property by an amendment to the INSURED'S schedule of COVERED PROPERTY. Subject to the INSURED'S acceptance of any additional premium, terms, or conditions required by the INSURER, the newly acquired property will be COVERED PROPERTY.

SPECIMEN

No coverage is provided under this COVERAGE EXTENSION for any coverage provided by any TIME ELEMENT COVERAGE EXTENSION.

No coverage is provided under this COVERAGE EXTENSION for loss, damage, cost, or expense due to EARTH MOVEMENT in a HIGH HAZARD EARTH MOVEMENT ZONE, FLOOD in a HIGH HAZARD FLOOD ZONE, or NAMED WINDSTORM.

2. **Property in the Course of Construction**

COVERED PROPERTY includes the INSURED'S interest in real property in the course of construction, provided that:

a) the real property is located within the POLICY TERRITORY; and

b) the total contract price of the construction project is less than the sublimit for Property in the Course of Construction stated in the DECLARATIONS.

There is no coverage under this POLICY for any property in the course of construction comprised of generation facilities except of incidental maintenance construction at an operational generating facility that is COVERED PROPERTY. There is no coverage under this POLICY for any such property comprised of any machine, electrical apparatus, or part thereof or appurtenant thereto that incorporates any UNPROVEN, DEVELOPMENTAL, OR PROTOTYPICAL TECHNOLOGY.

If any property in the course of construction does not otherwise qualify as COVERED PROPERTY under this COVERAGE EXTENSION, the INSURED may request the INSURER add such property to the INSURED'S schedule of COVERED PROPERTY. Subject to the INSURED'S acceptance of any additional premium, terms, or conditions required by the INSURER, such property will be COVERED PROPERTY.

Coverage for Property in the Course of Construction does not continue after the expiration or cancellation of this POLICY.

There is no coverage under this POLICY for any property in the course of construction (including property to be used in the fabrication, assembly, installation, erection, or alteration of such property) except as provided in this COVERAGE EXTENSION.

No coverage is provided under this COVERAGE EXTENSION for any coverage provided by any TIME ELEMENT COVERAGE EXTENSION.

No coverage is provided under this COVERAGE EXTENSION for loss, damage, cost, or expense due to EARTH MOVEMENT in a HIGH HAZARD EARTH MOVEMENT ZONE, FLOOD in a HIGH HAZARD FLOOD ZONE, or NAMED WINDSTORM.

3. **Personal Property Temporarily Off Premises**

For ninety (90) days from the date COVERED PROPERTY is temporarily removed from an INSURED LOCATION for service, repair, or protection from harm, or the end of the POLICY PERIOD, whichever is earlier, such property remains

SPECIMEN

COVERED PROPERTY if it remains within the POLICY TERRITORY and is not in transit.

No coverage is provided for such property after ninety (90) days unless expressly agreed to in writing by the INSURER on terms satisfactory to the INSURER.

No coverage is provided under this COVERAGE EXTENSION for personal property of the INSURED'S officers or employees.

No coverage is provided under this COVERAGE EXTENSION for any coverage provided by any TIME ELEMENTCOVERAGE EXTENSION.

No coverage is provided under this COVERAGE EXTENSION for loss, damage, cost, or expense due to EARTH MOVEMENT in a HIGH HAZARD EARTH MOVEMENT ZONE, FLOOD in a HIGH HAZARD FLOOD ZONE, or NAMED WINDSTORM.

4. **Property in Transit**

Personal property in transit within the POLICY TERRITORY, including within COASTAL WATERS is COVERED PROPERTY if such personal property would be COVERED PROPERTY if at an INSURED LOCATION, and subject to the following:

a) coverage attaches upon commencement of loading at the point of origin and continues during periods of temporary storage, consignment, or exhibition, and ends when unloaded at the final destination;

b) coverage applies to personal property shipped to the INSURED F.O.B. (Free On Board), CIF (Cost, Insurance and Freight), or similar terms (the INSURER acknowledge the INSURED'S contingent interest in such shipments);

c) this insurance does not inure to the benefit of any carrier, bailee, warehouseman, or processor but the INSURED may waive rights of recovery in writing prior to loss against private and contract carriers, and accept bills of lading or receipts from carriers, bailees, warehousemen, or processors limiting their liability; and

d) cancellation or expiration of this POLICY will not affect coverage on any shipment in transit on the date of cancellation or expiration. Coverage will continue in full force until such property is delivered and unloaded at its final destination.

If i) the INSURER has paid or agreed to pay for direct physical loss or damage to any property covered by this COVERAGE EXTENSION and ii) not later than twelve months from the date of the physical loss or damage the INSURED has given written notice to the INSURER of its intent to make a claim for the cost of removal of debris, then the INSURER shall pay the reasonable and necessary costs incurred in the removal of debris consisting of any property covered by this COVERAGE EXTENSION from any location where such property sustained physical loss or damage while in transit. Such costs are part of and not in addition to the Property in Transit sublimit.

No coverage is provided under this COVERAGE EXTENSION for:

SPECIMEN

a) loss or damage resulting from inadequate packing, improper preparation for shipment, or from insecure stowage when not stowed by the carrier;

b) loss, damage, or expense caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any persons taking part in any such occurrence or disorder;

c) shipments by mail or parcel post;

d) loss caused by the failure of the INSURED to use all reasonable means to save and preserve damaged property; nor

e) import shipments except only after Marine Insurance has ceased to cover, export shipments after laden on board export conveyance, nor under the protection of Marine Insurance, whichever first occurs.

Notwithstanding Condition, T. Other Insurance, if the INSURED maintains inland marine insurance covering the loss or damage to COVERED PROPERTY in transit, the INSURER shall pay, subject to the terms of this COVERAGE EXTENSION, only for the amount of loss in excess of the amount due from the inland marine insurance, whether or not collectible.

No coverage is provided under this COVERAGE EXTENSION for any coverage provided by any TIME ELEMENT EXTENSION.

5. **Valuable Papers and Records and Electronic Media**

The INSURER shall pay the reasonable and necessary cost to research, restore, or replace information in Valuable Papers and Records or in Electronic Media, including in SOFTWARE AND DATA, that sustained direct physical loss or damage if a) duplicates do not exist and b) such Valuable Papers and Records or Electronic Media were at an INSURED LOCATION. No coverage is provided under this POLICY for loss or damage to information in Valuable Papers and Records or in Electronic Media except as provided by this COVERAGE EXTENSION.

The term “Valuable Papers and Records” means documents containing information that is valuable to the INSURED’S OPERATIONS and that are written, printed, or otherwise inscribed, such as books of accounts, deeds, manuscripts, abstracts, drawings, maps, card index systems, film and other photographically produced records such as slides and microfilm, and any other records or data.

The term “Electronic Media” means any information, data, software, or computer program that is stored at INSURED LOCATIONS on electronic, electro-mechanical, or electro-magnetic data processing or production equipment such as hard or floppy disks, CDROMS, tapes, disk drives, and flash-memory drives.

No coverage is provided under this COVERAGE EXTENSION for any coverage provided by any TIME ELEMENT COVERAGE EXTENSION.

6. **Accounts Receivable**

The INSURER shall pay the amount the INSURED is unable to collect on the INSURED’S accounts receivable due from the INSURED’S customers if such inability is the result of the direct physical loss or damage to the INSURED’S

SPECIMEN

records of accounts receivable by a cause not specifically excluded that first results in the covered loss of Valuable Papers and Records or SOFTWARE AND DATA. When there is proof that a loss or damage to records of accounts receivable has occurred but the INSURED cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such loss, the amount of accounts receivable outstanding as of the date of such loss shall be computed based on a) the monthly average of accounts receivable during the last available twelve months, adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred with due consideration also being given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved, and further adjusted in accordance with the percentage increase or decrease in the twelve month average of monthly gross revenues which may have occurred, together with b) collection expenses in excess of normal collection expenses and made necessary because of such loss or damage.

The amount calculated will be reduced by a) the amount of such accounts evidenced by records that did not sustain loss or damage, b) the amount of the accounts otherwise established or collected by the INSURED, c) an amount to allow for probable bad debts which would normally have been uncollectible by the INSURED, and d) all unearned interest and service charges.

No coverage is provided under this COVERAGE EXTENSION for any coverage provided by any TIME ELEMENT COVERAGE EXTENSION.

7. **Debris Removal**

The INSURER shall pay the reasonable and necessary costs incurred in the removal of debris from an INSURED LOCATION, provided that the debris consists of COVERED PROPERTY that sustained direct physical loss or damage by a cause not specifically excluded.

No coverage is provided under this COVERAGE EXTENSION for the cost to remove or neutralize CONTAMINANTS OR POLLUTANTS. There is no coverage under this COVERAGE EXTENSION unless the INSURER has paid or agreed to pay for the direct physical loss or damage to the COVERED PROPERTY that is removed and the INSURED has given written notice to the INSURER of its intent to make a claim for the cost of removal of debris not later than twelve months from the date of the physical loss or damage to the COVERED PROPERTY.

SPECIMEN

8. **Foreign Material Removal**

The INSURER shall pay the reasonable and necessary costs incurred in the removal from an INSURED LOCATION of material or debris that is windblown, waterborne or otherwise deposited on an INSURED LOCATION, provided that the material or debris is not COVERED PROPERTY.

No coverage is provided under this Coverage Extension for the cost to remove or neutralize CONTAMINANTS OR POLLUTANTS or dredging berths or docks.

9. **Fire Department Charges**

The INSURER shall pay for the loss or damage of fire extinguishing materials lost, expended or destroyed in fighting a fire involving COVERED PROPERTY, and for fire fighting expenses incurred or for which the INSURED may be liable in connection with a fire involving COVERED PROPERTY. The INSURER shall pay for the loss to foam or other fire extinguishing materials lost, expended, or destroyed in fighting a fire involving COVERED PROPERTY, including the loss to similar material which may be brought on the premises for the purpose of extinguishing a fire already in progress at the time such materials are ordered and delivered, but the INSURER'S liability shall not exceed the combined value of such extinguishing materials which are on the premises, or on adjacent premises if such materials are jointly owned, at the time the fire originates.

10. **Expediting Costs**

The INSURER shall pay the reasonable and necessary costs to make temporary repairs and expedite the permanent repair or replacement of COVERED PROPERTY that sustains direct physical loss or damage by a cause not specifically excluded, including the costs of express or other rapid means of transportation. Expediting costs do not include the costs incurred by the INSURED for the temporary rental of property or the temporary replacement of COVERED PROPERTY that sustains physical loss or damage nor shall it include the cost of permanent repair or replacement of COVERED PROPERTY that sustains the loss or damage.

11. **Contaminants or Pollutants**

The INSURER shall pay for direct physical loss or damage to COVERED PROPERTY resulting from the discharge, dispersal, seepage, migration, release, or escape of CONTAMINANTS OR POLLUTANTS. Solely with respect to the coverage provided by this COVERAGE EXTENSION, land and water at an INSURED LOCATION shall be considered COVERED PROPERTY and the exclusion for CONTAMINANTS OR POLLUTANTS in Exclusion D.2.i) shall not apply.

12. **Demolition and Increased Cost of Construction**

The INSURER shall pay the reasonable and necessary costs to comply with the enforcement of any law or ordinance that is in force at the time COVERED PROPERTY that is a building or structure sustains direct physical loss or damage that regulates the repair or reconstruction of such building or structure but only if enforcement of such law or ordinance is directly caused by physical damage or

SPECIMEN

loss to such building or structure by a cause not specifically excluded. This COVERAGE EXTENSION excludes the cost to comply with any law or ordinance that the INSURED was legally required to comply with prior to such physical loss or damage.

Any such costs are limited to:

a) the costs of demolishing such building or structure or clearing the site of the undamaged portion of such building or structure necessary to satisfy the minimum requirements of the law or ordinance; and

b) the increased cost of repair or reconstruction of the building or structure that sustained loss or damage, and undamaged portion of such building or structure on the same or another site but limited to those amounts necessary to meet the minimum requirements of the law or ordinance. The INSURER shall not pay for increased costs of repair or reconstruction unless the building or structure sustained loss or damage is actually repaired or reconstructed.

This COVERAGE EXTENSION does not insure against any costs resulting directly or indirectly from any of the following:

a) asbestos material, including (i) demolition or increased cost of repair or reconstruction, debris removal, or loss of use caused by the enforcement of any law, ordinance, or administrative regulation regulating asbestos material; and (ii) any governmental declaration that that asbestos material present in, part of, or utilized on any undamaged portion of such building or structure can no longer be used for the purpose for which it was intended or installed and must be removed or modified;

b) CONTAMINANTS OR POLLUTANTS, including any cost of demolition or increased cost of reconstruction, repair, debris removal, or loss of use necessitated by the enforcement of any law, ordinance, administrative regulation, or order regulating CONTAMINANTS OR POLLUTANTS; or

c) the enforcement of any law, ordinance or administrative regulation or order requiring changes in the INSURED'S OPERATIONS, machinery or equipment.

The INSURER shall not pay more than the actual expenditure incurred in demolishing and clearing the undamaged portion of the building(s) or structure(s) involved plus the lesser of the following:

a) the actual expenditure incurred on the same or another site necessary to meet the minimum requirements of the law or ordinance;

b) the cost necessary to meet the minimum requirements of law or ordinance to rebuild on another site (but not including the cost of land); or

c) the cost necessary to meet the minimum requirements of law or ordinance to repair or rebuild on the same site.

The INSURER shall, subject to the Demolition and Increased Cost of Construction sublimit specified in the DECLARATIONS, also pay the INSURED for loss of

SPECIMEN

BUSINESS INTERRUPTION or EXTRA EXPENSE resulting from a loss covered by this COVERAGE EXTENSION.

13. **Loss Adjustment Expense**

The INSURER shall pay reasonable costs incurred for fees charged by accountants, architects, auditors, engineers, and other professionals for producing and certifying any particulars or details required by the INSURER to prove the scope, or value of loss, damage, cost, and expense covered by this POLICY.

No coverage is provided under this POLICY for the fees and costs of anyone providing assistance with coverage or claims negotiations.

14. **Miscellaneous Unnamed Locations**

COVERED PROPERTY includes real and personal property at any location owned by the INSURED within the POLICY TERRITORY even if the location was not identified on a schedule on file with the INSURER if such property is used in the INSURED'S regular or normal activities and would have been COVERED PROPERTY if at an INSURED LOCATION.

No coverage is provided under this COVERAGE EXTENSION for any coverage provided by any TIME ELEMENT COVERAGE EXTENSION.

No coverage is provided under this COVERAGE EXTENSION for loss, damage, cost, or expense due to EARTH MOVEMENT in a HIGH HAZARD EARTH MOVEMENT ZONE, FLOOD in a HIGH HAZARD FLOOD ZONE, or NAMED WINDSTORM.

No coverage is provided under this COVERAGE EXTENSION for any machine, electrical apparatus, or part thereof or appurtenant thereto that incorporates any UNPROVEN, DEVELOPMENTAL, OR PROTOTYPICAL TECHNOLOGY.

15. **Errors or Omissions**

COVERED PROPERTY includes real and personal property owned by the INSURED within the POLICY TERRITORY even if the INSURED'S schedules unintentionally omitted or contained an error in the description of the physical location of the property or no value was provided for the property.

It is a condition precedent to any liability of the INSURER to make payment under this POLICY that any error in or omission from a schedule be reported by the INSURED to the INSURER when discovered.

There is no coverage under this COVERAGE EXTENSION for property that was omitted or erroneously described in the INSURED'S schedules if the aggregate value of all such property that sustained loss or damage in the same OCCURRENCE exceeds the amount shown as the sublimit for Unintentional Errors or Omissions in the DECLARATIONS.

There is no coverage under this COVERAGE EXTENSION for loss, damage, cost, or expense due to EARTH MOVEMENT in a HIGH HAZARD EARTH MOVEMENT ZONE, FLOOD in a HIGH HAZARD FLOOD ZONE, or NAMED WINDSTORM.

SPECIMEN

No coverage is provided under this COVERAGE EXTENSION for any machine, electrical apparatus, or part thereof or appurtenant thereto that incorporates any UNPROVEN, DEVELOPMENTAL, OR PROTOTYPICAL TECHNOLOGY.

16. **Protection of Property**

The INSURER shall pay, subject to the deductible for Property Damage, the reasonable and necessary costs incurred by the INSURED to protect, recover, save, and minimize any further or potential loss or damage to COVERED PROPERTY if COVERED PROPERTY has sustained or is in imminent danger of sustaining direct physical loss or damage from a cause not specifically excluded under this POLICY and INSURED takes all reasonable steps to protect, save and minimize any potential loss or damage to COVERED PROPERTY.

No coverage is provided under this COVERAGE EXTENSION for any coverage provided by any TIME ELEMENT COVERAGE EXTENSION.

No acts of the INSURED or the INSURER in protecting, recovering, or saving the COVERED PROPERTY will be considered a waiver or acceptance of abandonment.

17. **Overhead Expenses**

The INSURER shall pay the reasonable costs incurred by the INSURED for OVERHEAD in addition to the direct payroll and employee related expenses otherwise covered by this POLICY but only if the INSURED'S employees are utilized as labor to repair or replace damaged or destroyed COVERED PROPERTY.

The total liability of the INSURER for OVERHEAD is limited to the smaller of the sublimit stated in the DECLARATIONS or an amount not to exceed 5.0% of the total direct payroll and employee related expenses otherwise covered by this POLICY for the INSURED'S employees utilized as labor to repair or replace damaged or destroyed COVERED PROPERTY.

Except as provided by this Coverage Extension there is no coverage under this Policy for OVERHEAD.

18. **Relighting**

The INSURER shall pay reasonable costs incurred by the INSURED to shut off or reinstate gas services to its customers following an interruption or diminution of the flow of natural gas through pipelines or other facilities caused by direct physical loss or damage to COVERED PROPERTY resulting from a loss covered by this COVERAGE EXTENSION.

SPECIMEN

G. VALUATION

The amount the INSURER will pay in the event of loss or damage to COVERED PROPERTY will be determined as follows:

1. Buildings and structures, machinery and equipment, and office contents: the Replacement Cost if actually repaired, rebuilt, or replaced, within two years of the date of the loss or damage; if not repaired, rebuilt, or replaced, then Actual Cash Value.

2. Exhibitions and displays: Replacement Cost.

3. Property leased to the INSURED and property of others in the INSURED'S care, custody or control: the Actual Cash Value or, if the INSURED has assumed liability for the property under written contract, the lesser of the amount assumed by written contract or the Replacement Cost.

4. The INSURED'S interest in improvements and betterments to property not owned by the INSURED:

   a) The Replacement Cost if actually repaired, rebuilt, or replaced;

   b) The proportion of the INSURED'S original cost if not repaired, rebuilt or replaced, valued as follows: (a) multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and (b) divide that amount by the number of days from the installation of improvements to the expiration of the lease (if the lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease); or

   c) Nothing if others pay for repairs or replacement.

5. Gas: Gas in transit or in storage is valued at the price when its replacement was purchased plus transportation costs to deliver the gas to an INSURED LOCATION; except, natural gas liquids are valued at the INSURED'S selling price of such property at the time and place of such loss less all discounts and expenses not incurred to which such property would have been subject had no loss occurred.

6. Property in Transit:

   a) Property shipped to and for the account of the INSURED: the amount actually invoiced to the INSURED together with such costs and charges as may have accrued and become legally due thereon;

   b) Property of the INSURED not under invoice: in accordance with the applicable provisions of this section, less any charges saved which would become due and payable upon delivery at destination; or

   c) Property of others not under invoice: at Actual Cash Value at the point of destination on the date of loss, less any charges saved which would become due and payable upon delivery at destination.

SPECIMEN

7. Refractory and catalyst lining loss will be settled on the basis of Actual Cash Value of the remaining useful life of the catalyst or refractory lining without restriction or cap on the level of depreciation applied.

8. COVERED PROPERTY not otherwise provided for in this Section: (i) the Replacement Cost if the Replacement Cost values have been reported to the INSURER in the INSURED'S schedules of COVERED PROPERTY before loss or damage and if actually repaired, rebuilt, or replaced within two years; or (ii) if not reported or repaired, rebuilt, or replaced, the Actual Cash Value.

9. Employee related expenses for pension, welfare, taxes, insurance, and all other employee related expenses, excluding direct payroll charges and OVERHEAD, associated with the use of the INSURED'S employees as labor to repair or replace damaged or destroyed COVERED PROPERTY will be limited to 35.0% of the total direct payroll charges for the INSURED'S employees utilized as labor to repair or replace damaged or destroyed property COVERED PROPERTY.

10. SOLAR PANELS will only be indemnified on a Replacement Cost basis if and when panels are repaired, replaced or reinstated. If the SOLAR PANELS are not repaired, replaced or reinstated, the Actual Cash Value of the SOLAR PANELS at the time of loss will apply. In the event that the SOLAR PANELS are not replaced within one year of the date of loss, the Actual Cash Value will apply.

The cost of testing SOLAR PANELS for MICROFRACTURES will only be indemnified where modules on a given string are deemed to have suffered MICROFRACTURES in accordance with the definition of MICROFRACTURES. All costs of testing modules with covered MICROFRACTURES are subject to an annual aggregate sub-limit of liability of $1,000,000.

Actual Cash Value means the amount it would have cost to repair or replace the COVERED PROPERTY that sustained loss or damage with materials of like kind and quality, at the time of loss and place of loss, less depreciation. "Depreciation" means the reduction in value of property resulting from age or use.

Replacement Cost means the lesser of:

a) the cost to repair the damaged property;

b) the amount the INSURED actually spends that is necessary to repair or replace the damaged property; and

c) the cost to replace the damaged property with new property of like kind and quality on the same site, at the time and place of loss but without deduction for depreciation.

Replacement Cost does not include the increased cost to rebuild on another or the same site resulting from the unavailability or denial of access to property of others to which COVERED PROPERTY was attached or supported.

The INSURER hereby grants the INSURED permission to replace or rebuild the damaged property on another site within the POLICY TERRITORY, but recovery is limited to the lesser of what it would cost to replace or rebuild on the original site or the amount the INSURED actually spent.

The INSURED may elect not to repair or replace COVERED PROPERTY lost, damaged or destroyed. Loss settlement may be elected on the lesser of repair or replacement cost

SPECIMEN

basis if the proceeds of such loss settlement are expended on other capital expenditures related to the INSURED'S operations within two years from the date of loss. As a condition of collecting under this item, such capital expenditures must be unplanned as of the date of loss.

II. TIME ELEMENT COVERAGES

A. INSURING AGREEMENT

This POLICY is extended to include the following coverages (each a "TIME ELEMENT COVERAGE EXTENSION") but only if a sublimit is stated in the DECLARATIONS for such TIME ELEMENT COVERAGE EXTENSION. The total liability of the INSURER under each TIME ELEMENT COVERAGE EXTENSION for each OCCURRENCE and in the aggregate will not exceed the amount of the sublimit for such TIME ELEMENT COVERAGE EXTENSION stated in the DECLARATIONS, regardless of the number of Coverages, COVERAGE EXTENSIONS, sublimits or causes of loss involved. The sublimit for each TIME ELEMENT COVERAGE EXTENSION is part of and not in addition to the POLICY limits of insurance in the DECLARATIONS and does not increase the limits of insurance. Each TIME ELEMENT COVERAGE EXTENSION is subject to all POLICY provisions, including, but not limited to, deductibles and all Property Damage Exclusions.

The TIME ELEMENT COVERAGE EXTENSIONS exclude any amount of loss, damage, cost, or expense covered by the Property Damage Coverage sections including any Property Damage COVERAGE EXTENSIONS.

In respect of CAPACITY PAYMENTS, BONUS PAYMENTS, and EMERGENCY ACTION ASSESSMENTS/REVENUES the BUSINESS INTERRUPTION covered under this POLICY attributable to the necessary interruption of the INSURED'S business on a single day will be deemed to have been lost on that day notwithstanding that under the terms of the agreements between the INSURED and any customer to which the INSURED sells power under a bilateral agreement or as described in any applicable independent system operator/regional transmission organization rules the loss of revenue may be realized on another day or over a period within or beyond the PERIOD OF INDEMNITY.

B. PERIOD OF INDEMNITY

The PERIOD OF INDEMNITY for all TIME ELEMENT COVERAGE EXTENSIONS is the time required with the exercise of due diligence and dispatch to rebuild, repair, or replace COVERED PROPERTY that sustains direct physical loss or damage by a cause not specifically excluded, commencing on the date of the OCCURRENCE giving rise to such loss or damage.

The PERIOD OF INDEMNITY under TIME ELEMENT COVERAGE EXTENSION, C.1. Business Interruption only, includes such additional time after the PERIOD OF INDEMNITY ends (the "EXTENDED PERIOD OF INDEMNITY") required to restore the INSURED'S business to the condition that would have existed had no loss occurred, not to exceed 30 days or such different period as provided in the DECLARATIONS. The EXTENDED PERIOD OF INDEMNITY does not apply to any other TIME ELEMENT COVERAGE EXTENSION.

Neither the PERIOD OF INDEMNITY nor the EXTENDED PERIOD OF INDEMNITY is limited by the expiration of this POLICY but together they are limited to a maximum of 12 months after the expiration of any deductible period in the DECLARATIONS. Neither the

SPECIMEN

PERIOD OF INDEMNITY nor the EXTENDED PERIOD OF INDEMNITY include the time required to inspect, test, or otherwise search for integrity threatening conditions or other damage that preexisted the OCCURRENCE that caused any loss, damage, cost, or expense under any TIME ELEMENT COVERAGE EXTENSION.

C. TIME ELEMENT COVERAGE EXTENSIONS

1. Business Interruption

The INSURER shall pay the actual loss of BUSINESS INTERRUPTION not in excess of the lesser of: a) the monthly sublimit for BUSINESS INTERRUPTION in the DECLARATIONS, and b) the monthly BUSINESS INTERRUPTION values in the schedule on file with the INSURER prior to the binding of the POLICY or added by an amendment to the INSURED'S statement, if the amendment is accepted in writing by the INSURER resulting directly from the necessary interruption of the INSURED'S business during the PERIOD OF INDEMNITY provided the interruption is directly caused by direct physical loss or damage to COVERED PROPERTY by a cause not specifically excluded.

The amount of BUSINESS INTERRUPTION loss will be based on:

a) the loss of net profit before income tax from sales likely to have been achieved if no physical loss or damage had occurred, whether in the energy market, under contract, or CAPACITY PAYMENTS; and

b) the operating expenses necessary to resume OPERATIONS with the same or equivalent physical and operating conditions that existed just before the date of direct physical loss or damage; but

BUSINESS INTERRUPTION loss does not include:

a) fuel costs, tipping fees, and other expenses that do not continue or can be avoided or reduced during the PERIOD OF INDEMNITY;

b) any amount that could have been saved by the INSURED'S ability to make up lost sales by the use of undamaged property owned or controlled by the INSURED, by making temporary repairs or expediting permanent repairs, or the use of inventory;

c) any amount that could have been saved by the INSURED'S ability to make up lost income or prevent or limit EMERGENCY ACTION ASSESSMENTS/REVENUES through the sale of capacity attributes;

d) any amount covered under EXTRA EXPENSE or any other TIME ELEMENT COVERAGE EXTENSION whether or not purchased;

e) ORDINARY PAYROLL EXPENSES;

f) the loss of BONUS PAYMENTS;

g) EMERGENCY ACTION ASSESSMENTS/REVENUES in excess of $1,000,000;

h) the loss of any tax credits, deductions, or other benefits;

SPECIMEN

i) loss of anticipated income from (1) the sale of electric generating capacity for which no commitment has been made or no price has been set, (2) cleared bids requiring delivery following the end of the delivery year in which the direct physical loss or damage occurred, or (3) the sale of capacity attributes under bilateral agreements payable after the end of the delivery year in which the direct physical loss or damage occurred; or

j) consequential loss or damage, including but not limited to: delay, loss of use, loss of market, penalties for noncompletion, or noncompliance with contract conditions.

2. **Extra Expense**

The INSURER shall pay the EXTRA EXPENSE resulting directly from the direct physical loss or damage to COVERED PROPERTY by a cause not specifically excluded. The term “EXTRA EXPENSE” means the reasonable and necessary expenses incurred during the PERIOD OF INDEMNITY to temporarily continue OPERATIONS at an INSURED LOCATION or at temporary locations, including relocation expenses and costs to equip and operate the temporary location.

EXTRA EXPENSE does not include:

a) loss covered by BUSINESS INTERRUPTION or any other TIME ELEMENT COVERAGE EXTENSION whether or not purchased;

b) any expense which would normally have been incurred in conducting OPERATIONS during the same period had no physical damage or loss occurred;

c) any expense incurred to generate, distribute, transform, transmit, purchase, replace, or trade electrical power; or

d) any value remaining at the end of the PERIOD OF INDEMNITY for property obtained or improved in connection temporarily continuing OPERATIONS at an INSURED LOCATION or at temporary locations.

3. **Expense to Reduce Loss**

The INSURER shall pay the expense incurred by the INSURED for the purpose of reducing the BUSINESS INTERRUPTION loss covered under this POLICY, but in no event shall the INSURER pay more than the actual amount by which the BUSINESS INTERRUPTION loss is reduced.

4. **Contingent Business Interruption and Contingent Extra Expense**

The INSURER shall pay the actual loss of BUSINESS INTERRUPTION and EXTRA EXPENSE caused by direct physical loss or damage to property located within the POLICY TERRITORY by a cause not specifically excluded to:

a) property of the type covered under this POLICY of a direct first tier supplier of goods or services to the INSURED, not operated by the INSURED or by an affiliate or subsidiary, that prevents the delivery of goods or services to the INSURED; or

b) property of the type covered under this POLICY of a direct first tier purchaser of goods and services from the INSURED, not operated by the

SPECIMEN

INSURED or by an affiliate or subsidiary that prevents the purchaser of goods or services from receiving goods and services from the INSURED.

This TIME ELEMENT COVERAGE EXTENSION does not apply to: (1) loss of BUSINESS INTERRUPTION or EXTRA EXPENSE resulting from the loss of incoming UTILITY SERVICES; or (2) loss of BUSINESS INTERRUPTION or EXTRA EXPENSE of a trader, reseller, or wholesaler of electricity, gas, telephone, or any other commodity or service.

Any amount paid under this TIME ELEMENT COVERAGE EXTENSION is part of and not in addition to the limits of insurance in the DECLARATIONS for BUSINESS INTERRUPTION and/or EXTRA EXPENSE.

5. **Service Interruption Coverage**

The INSURER shall pay the actual loss of BUSINESS INTERRUPTION caused by the interruption of UTILITY SERVICES to an INSURED LOCATION caused by direct physical loss or damage to property located within the POLICY TERRITORY by a cause not specifically excluded (other than interruption of UTILITY SERVICES) to property of the type covered under this POLICY owned, operated, or controlled by any entity providing UTILITY SERVICES directly to the INSURED. If this POLICY insures property at more than one INSURED LOCATION, the INSURER'S total liability from all interruptions of UTILITY SERVICES at all INSURED LOCATIONS is limited to the Sublimit for this TIME ELEMENT COVERAGE EXTENSION.

This POLICY does not insure against:

a) interruption of UTILITY SERVICES caused directly or indirectly by or resulting from any deliberate or compulsory act or acts by the supplying entity or system operator to shed load to maintain system integrity; or

b) the purchase of UTILITY SERVICES by the INSURED with the intent of reselling or trading such UTILITY SERVICES, including hedging and speculation sales of UTILITY SERVICES.

Any amount paid under this TIME ELEMENT COVERAGE EXTENSION is part of and not in addition to the limits of insurance in the DECLARATIONS for BUSINESS INTERRUPTION and/or EXTRA EXPENSE.

6. **Ingress and Egress**

The INSURER shall pay the actual loss of BUSINESS INTERRUPTION and EXTRA EXPENSE resulting directly from the necessary interruption of the INSURED'S business due to prevention of ingress to or egress from an INSURED LOCATION (whether or not the premises or property of the INSURED sustains loss or damage), provided that such prevention is due to the direct physical loss or damage to property from a cause not specifically excluded to property of the type covered under this POLICY within five statute miles of the INSURED LOCATION.

The PERIOD OF INDEMNITY for this TIME ELEMENT COVERAGE EXTENSION starts from the day of physical damage or loss and is limited to thirty (30) consecutive days or such different period as provided in the DECLARATIONS. This TIME ELEMENT COVERAGE EXTENSION is not subject to the time deductible for Time Element Coverages but any period for which the INSURED receives payments under this TIME ELEMENT COVERAGE EXTENSION will not

SPECIMEN

count towards the number of days required for the deductible for Time Element Coverages.

Any amount paid under this TIME ELEMENT COVERAGE EXTENSION is part of and not in addition to the limits of insurance in the DECLARATIONS for BUSINESS INTERRUPTION and/or EXTRA EXPENSE.

7. **Civil Authority**

The INSURER shall pay the loss of BUSINESS INTERRUPTION and EXTRA EXPENSE resulting directly from the necessary interruption of the INSURED'S business due an order of a civil authority prohibiting access to an INSURED LOCATION provided such order is due to the direct physical loss or damage to property by a cause not specifically excluded to property of the type covered under this POLICY within five statute miles, but not at an INSURED LOCATION.

The PERIOD OF INDEMNITY for this TIME ELEMENT COVERAGE EXTENSION commences on the date of physical damage or loss and is limited to thirty (30) consecutive days or such different period as provided in the DECLARATIONS. This TIME ELEMENT COVERAGE EXTENSION is not subject to the time deductible for Time Element Coverages but any time period for which the INSURED receives payments under this TIME ELEMENT COVERAGE EXTENSION will not count towards the number of days required for the deductible in the DECLARATIONS for Time Element Coverages. Any amount paid under this TIME ELEMENT COVERAGE EXTENSION is part of and not in addition to the limits of insurance for BUSINESS INTERRUPTION and/or EXTRA EXPENSE.

8. **Special Conditions For Electric Power Generation Assets**

a) The maximum monthly indemnity for BUSINESS INTERRUPTION loss, as applicable, shall not exceed 105%, or as otherwise stated in the DECLARATIONS, of the reported monthly BUSINESS INTERRUPTION values on file with the INSURER. Absent monthly BUSINESS INTERRUPTION values being reported to the INSURER, the annual

BUSINESS INTERRUPTION value on file with the INSURER shall be prorated evenly over the subsequent twelve (12) month period immediately following an OCCURRENCE. The maximum monthly limit of indemnity shall be 105% of the prorated monthly value.

b) Subject to a) above, if an INSURED LOCATION contains more than one electric generating unit, the monthly BUSINESS INTERRUPTION value shall be apportioned to each electric generating unit based on each unit's nameplate rated capacity in relation to the sum total nameplate rated capacity of all electric generating units situated at that INSURED LOCATION. The maximum BUSINESS INTERRUPTION monthly limit of indemnity shall be 105%, or as otherwise stated in the DECLARATIONS, of the apportioned monthly value and shall apply separately to each electric generating unit damaged in the loss.

Absent reported annual or monthly BUSINESS INTERRUPTION values applicable to the entire period of the loss, the reported annual or monthly BUSINESS INTERRUPTION values for the most current POLICY year on file shall apply to the same months in subsequent years.

SPECIMEN

9. **Special Conditions for Natural Gas and Natural Gas Liquids Processing Assets**

a) Subject to all applicable terms and conditions as stated in this POLICY, the maximum monthly indemnity for BUSINESS INTERRUPTION loss, as applicable, shall not exceed 105%, or as otherwise stated in the DECLARATIONS, of the reported monthly BUSINESS INTERRUPTION values on file with the INSURER. Absent monthly BUSINESS INTERRUPTION values being reported to the INSURER, the annual BUSINESS INTERRUPTION value on file with the INSURER shall be prorated evenly over the subsequent twelve (12) month period immediately following an OCCURRENCE. The maximum monthly limit of indemnity shall be 105% of the prorated monthly value.

b) Subject to Item 1. above, if an INSURED LOCATION contains more than one Natural Gas or Natural Gas Liquids Processing Train, the monthly BUSINESS INTERRUPTION value shall be apportioned to each Natural Gas or Natural Gas Liquids Processing Train based on each trains design capacity in relation to the sum total rated design capacity of all Natural Gas or Natural Gas Liquids Processing Trains situated at that INSURED LOCATION. The maximum BUSINESS INTERRUPTION monthly limit of indemnity shall be 105%, or as otherwise stated in the DECLARATIONS, of the apportioned monthly value and shall apply separately to each Natural Gas or Natural Gas Liquids Processing Train damaged in the loss.

Absent reported annual or monthly BUSINESS INTERRUPTION values applicable to the entire period of the loss, the reported annual or monthly BUSINESS INTERRUPTION values for the most current POLICY year on file shall apply to the same months in subsequent years.

D. ADDITIONAL TIME ELEMENT EXCLUSIONS

Notwithstanding any other cause or event that contributes concurrently or in any sequence to loss or damage the,TIME ELEMENT COVERAGE EXTENSIONS do not insure against any loss, damage, cost, or expense caused directly or indirectly, proximately or remotely, which is or can be caused by, result from, arise out of, composed or comprised of, attributable to, contributed to by, or in any way connected with any of the following:

1. non-availability of funds or financing for the repair or replacement of COVERED PROPERTY that sustained of loss or damage property;

2. import, export, or customs restrictions or regulations;

3. breach of contract; late or non-completion of orders; penalties; suspension, lapse, or cancellation of any contract, permit, lease, license, steam sales agreement, or power purchase agreement;

4. except as provided in C.6 or C.7 above, prevention or prohibition of ingress to or egress from an INSURED LOCATION;

5. failure of any INSURED to obtain, maintain, or extend any contract, permit, lease, license, or agreement;

6. interference at an INSURED LOCATION caused by boycott, strike, or other interference by persons involved with building, repairing, replacing, manufacturing, or supplying goods or services;

SPECIMEN

7. failure or inability to collect amounts due from customers for work or services performed or goods provided;

8. the failure to produce goods, provide services, or maintain OPERATIONS for any reason other than direct physical loss or damage to COVERED PROPERTY from a cause not specifically excluded;

9. any loss of hedging position with either physical delivery or cash, or other options, trading advantage, or future position; or

10. except as provided in C.6 or C.7 above, any government action or order that regulates the operations of the INSURED'S undamaged property

E. RESUMPTION OF OPERATIONS

The amount of the loss payable under any TIME ELEMENT COVERAGE EXTENSION will be reduced to the extent the INSURED can resume OPERATIONS, in whole or in part, by using damaged or undamaged property (including merchandise or stock) at an INSURED LOCATION or elsewhere. If the INSURED does not resume OPERATIONS or does not resume OPERATIONS with due diligence and dispatch, the amount of loss payable under any TIME ELEMENT COVERAGE EXTENSION will be based on the time that it would have taken to resume OPERATIONS with due diligence and dispatch.

III. CONDITIONS APPLICABLE TO ALL COVERAGES

A. ABANDONMENT

The INSURED shall not abandon any property to the INSURER.

B. APPRAISAL

If the INSURED and the INSURER fail to agree as to the value of or the cost to repair or replace COVERED PROPERTY that sustained loss or damage, either party may make written demand on the other for an appraisal. In this event, each party shall choose a competent and impartial appraiser within twenty (20) days after a written demand for an appraisal is made and notify the other party of their choice. The appraisers shall select an umpire. If they cannot agree upon an umpire within forty five (45) days after the second appraiser was selected, either, with a minimum of ten (10) days written notice to the other, may request that a judge of a court of general jurisdiction located nearest the place of physical loss or damage make the selection of an umpire. The appraisers shall appraise all loss and damage, stating separately the value of the property and amount of loss or damage to each item, and failing to agree will submit their differences to the umpire. A decision in writing, so itemized, of any two will be binding on the parties. Each party shall pay its chosen appraiser, and bear the other expenses of the appraisal and umpire equally. The INSURER will not be held to have waived any of its rights by any act relating to appraisal.

C. ASSIGNMENT

The INSURED shall not transfer any legal duties, rights, or interests in this POLICY without the INSURER'S written consent.

D. BANKRUPTCY OR INSOLVENCY

SPECIMEN

The bankruptcy or insolvency of the INSURED will not relieve the INSURER of any obligations under this POLICY.

E. CANCELLATION

The POLICY may be cancelled:

1. at any time by the INSURED by written notice to the INSURER; or

2. by the INSURER:

   a) for non-payment of premium, by mailing the INSURED written notice stating when, not less than ten (10) days thereafter such cancellation will be effective;

      due to the INSURED'S acquisition by an entity that's core business activity is not utility related or acquisition of or by an entity that has risk management standards substantially inferior to INSURED'S prior to the acquisition, by giving the INSURED written notice stating when, not less than ten (10) days thereafter, such cancellation will be effective;

   b) due to a change of control of the ownership of the INSURED, by giving the INSURED written notice stating when, not less than thirty (30) days thereafter, such cancellation will be effective; or

   c) for any other reason, by giving the INSURED written notice stating when, not less than ninety (90) days thereafter, such cancellation will be effective.

Proof of mailing or delivery of notice to the respective addresses provided in the DECLARATIONS will be sufficient proof of notice. The POLICY PERIOD will end on the effective date and hour of cancellation stated in the notice and this POLICY will not insure against any loss, damage, cost, or expense due to any OCCURRENCE that commenced after such end to the POLICY PERIOD.

If this POLICY is cancelled by the INSURED, the premium retained by the INSURER will be calculated in accordance with the INSURER'S short rate table that the INSURER shall make available to the INSURED upon request. If this POLICY is cancelled by the INSURER, the premium retained by the INSURER will be calculated on a pro rata basis.

The INSURER'S refusal to renew or offer of renewal on terms or premium different from those in effect during the POLICY PERIOD will not constitute cancellation of this POLICY.

F. CHANGE IN OPERATION

If there is a material change in OPERATIONS at any INSURED LOCATION, the INSURED shall give written notice to the INSURER within sixty (60) days of such change. On receipt of such notice the INSURER shall have the right to modify the terms of this POLICY, including the premium, deductibles, limits and exclusions. If the INSURED rejects the modified terms the INSURER may cancel this POLICY. If this POLICY is cancelled the premium retained by the INSURER will be calculated on a pro rata basis.

As used in this section, material change includes any increase in hazard or other change in use.

SPECIMEN

G. CHOICE OF LAW AND JURISDICTION

The law of the State of New York, excluding the laws of the State of New York governing choice of law, shall govern any dispute between the INSURED and the INSURER arising from or relating to this POLICY or the breach, termination, or validity thereof, or to a claim, including but not limited to the interpretation of any provision of this POLICY and the handling of any claim.

H. DEDUCTIBLES

The INSURER shall pay, subject to the applicable Limits of Insurance, only the amount of direct loss, damage, cost, or expense, whether arising for a Property Damage Coverage or Time Element Coverage, in excess of the applicable deductibles. Property Damage and Time Element deductibles will apply separately to each OCCURRENCE. Should more than one Property Damage deductible apply to a single OCCURRENCE, the largest of such multiple deductibles will apply. Should more than one Time Element deductible apply to a single OCCURRENCE, the largest of such multiple deductibles will apply.

A deductible stated as a number of days or hours means the consecutive number of days or hours that must pass from the commencement of any one OCCURRENCE.

The INSURER has no duty to pay any loss, damage, cost, or expense under any TIME ELEMENT COVERAGE EXTENSION unless the necessary interruption of the INSURED'S business exceeds the time deductible for the TIME ELEMENT COVERAGE EXTENSION. If the necessary interruption of the INSURED'S business exceeds the time deductible for the TIME ELEMENT COVERAGE EXTENSION only dollar amounts for loss, damage, cost, or expense arising from days after the exhaustion of the time deductible will apply to the reduction of the applicable dollar amount deductible.

I. DISPUTE RESOLUTION

Any controversy or dispute arising out of or relating to this POLICY, or the breach, termination, or validity thereof, or a claim, including but not limited to the interpretation of any provision of this POLICY or the handling of any claim, shall be resolved in accordance with the procedures specified in this section unless the INSURED or INSURER would be irreparably harmed, in which case the injured party may seek a temporary injunction.

1. Negotiation

   The INSURED and the INSURER shall attempt in good faith to resolve any controversy or dispute arising out of or relating to this POLICY or the breach, termination or validity thereof, or a claim, including but not limited to the interpretation of any provision of this POLICY and the handling of any claim, promptly by negotiations between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days the receiving party shall submit to the other a written response. The notice and the response shall include:

   a) a statement of each party's position and a summary of arguments supporting that position; and

   b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice, the executives of both parties

SPECIMEN

shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. If the matter has not been resolved within sixty (60) days of the disputing party's notice, or if the parties fail to meet within thirty (30) days, either party may initiate mediation of the controversy or claim as provided hereinafter.

All negotiations pursuant to this clause will be kept confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

2. Mediation

If the dispute has not been resolved by negotiation as provided herein, the parties shall endeavor to settle the dispute by mediation using a mutually agreed mediator.

J. INSPECTION AND AUDIT

The INSURER is not obligated to inspect the INSURED'S property or OPERATIONS but the INSURED shall permit the INSURER and its agents to inspect the INSURED'S property and OPERATIONS at any time. Neither the INSURER'S right to make inspections, the making thereof, nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the INSURED or others to determine or warrant that such property or OPERATIONS are safe, healthful, or in compliance with any law, rule, or regulation.

The INSURER and its agents may examine and audit the INSURED'S books and records to the extent that such books and records relate to the subject matter of this insurance at any time during the POLICY PERIOD, within three years after the final termination of the POLICY PERIOD or any extensions thereof, and during the pendency of any claim under this POLICY.

K. LOSS OR DAMAGE TO PROPERTY PROTECTED BY GUARANTY, OBLIGATION, OR WARRANTY

This POLICY only insures against covered loss, damage, cost, or expense in excess of the amount covered by any guaranty, obligation, or warranty, whether collectible or not. All deductibles apply to the amount of covered loss, damage, cost, or expense in excess of the amount covered by any guaranty, obligation, or warranty. The INSURED shall use due diligence and dispatch to collect loss, damage, cost, or expense covered by any guaranty, obligation, or warranty, including providing timely notice of a breach or claim.

L. LOSS PAYABLE

Loss, damage, cost, or expense, if any, shall be adjusted with and made payable to the INSURED and designated mortgagees and loss payees as their interest appear in notices received by the INSURER, or as per order of the INSURED. Receipt of payment of loss by the INSURED, designated mortgagees or loss payees constitutes a full release of all liability under this POLICY with respect to such loss, damage, cost, or expense (except for any adjustments for subrogation, salvages, recoveries, or payments recovered or received subsequent to the payment of a loss, damage, cost, or expense).

M. MEMBERSHIP AND VOTING RIGHTS

SPECIMEN

This POLICY does not entitle the INSURED to be a member in Associated Electric & Gas Insurance Services Limited nor to a vote on any matter submitted to the members of Associated Electric & Gas Insurance Services Limited.

N. MISREPRESENTATION AND FRAUD

This entire POLICY is void if, at any time, any INSURED conceals or misrepresents any material fact or circumstance whether in the submission or schedules provided to the INSURER for this POLICY, a claim, or otherwise.

O. MORTGAGEE INTEREST

Except as otherwise provided in this condition the interests of any mortgagee or loss payees in a payment for the direct physical loss or damage to COVERED PROPERTY will not be invalidated by: (1) any act of neglect of the debtor, mortgagor, or owner (as the case may be) of the COVERED PROPERTY; (2) any foreclosure, notice of sale, or similar proceedings with respect to the COVERED PROPERTY; (3) any change in the title or ownership of the COVERED PROPERTY; or (4) any change to a more hazardous occupancy.

The mortgagee or loss payees shall notify the INSURER of any known change in ownership, occupancy, or hazard of or to COVERED PROPERTY within 30 days of obtaining such knowledge and, within 10 days of written request by the INSURER, shall pay any increased premium associated with such change that has not been paid by the INSURED. If the mortgagee or loss payee fails to pay the increased premium, all coverage under this POLICY will cease.

If this POLICY is cancelled at the request of the INSURED or its agent, the coverage for the interest of the mortgagee or loss payees will terminate 10 days after INSURER sends to the mortgagee or loss payees written notice of cancellation. The interest of any mortgagee or loss payees may be terminated at an earlier date: (1) by authorization, consent, approval, acceptance, or ratification of the POLICY'S cancellation by the mortgagee, loss payees, or any of their agents; or (2) by the INSURED'S replacement of this POLICY with a policy providing coverage for the interest of the mortgagee or loss payees, in which event coverage under this POLICY with respect to such interest will terminate as of the effective date of the replacement POLICY.

The INSURER may cancel this POLICY and/or the interest of the mortgagee or loss payees under this POLICY, by giving the mortgagee or loss payees written notice 60 days prior to the effective date of cancellation, if cancellation is for any reason other than non-payment or increase in hazard. If the debtor, mortgagor, or owner has failed to pay any premium due under this POLICY, the INSURER may cancel this POLICY for such non-payment, but will give the mortgagee or loss payees written notice 10 days prior to the effective date of cancellation. If the mortgagee or loss payees fail to pay the premium that has not been paid by the INSURED by the specified cancellation date, all coverage under this POLICY will terminate on the date specified.

If the INSURER pays a mortgagee or loss payees for any loss and denies payment to the debtor, mortgagor, or owner, the INSURER will, to the extent of the payment made to the mortgagee or loss payees, be subrogated to the rights of the mortgagee to all securities held as collateral for the debt or mortgage. No subrogation will impair the right of the mortgagee or loss payees to sue or recover the full amount of its claim. At its option, INSURER may pay to the mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event the mortgagee or loss payees shall assign and transfer

SPECIMEN

to INSURER a) all rights to collect all payments remaining on the debt or mortgage and b) cash and securities held as collateral for the debt or mortgage.

If the INSURED fails to render proof of loss, the mortgagee or loss payees, upon notice of the INSURED'S failure to do so, may render proof of loss within 60 days of notice and will be subject to the provisions of this POLICY relating to an appraisal, settlement of claims, and suit against the INSURER.

P. NON-ADMITTED COVERAGE

The INSURER is an eligible surplus/excess lines insurer in the United States. This POLICY is written on a surplus/excess lines basis and the INSURED may be required to pay taxes in addition to the premium due the INSURER. The POLICY form, rates, and financial condition of the INSURER are not subject to approval by any state regulators. If any INSURER subscribing to this POLICY becomes insolvent, the INSURED will not be eligible for insurance guaranty fund protection. Your Home State may require your broker to affix additional notices. If a notice is not affixed or you have any questions regarding the regulation of surplus/excess lines insurance, please contact your broker.

Q. OBSERVANCE OF CONDITIONS

Compliance with the terms and conditions of this POLICY by the INSURED, insofar as they relate to anything to be done or complied with by the INSURED, is a condition precedent to any liability of the INSURER to make payment under this POLICY and for the INSURED'S to bring any legal action in any way arising out of this POLICY.

R. OTHER INSURANCE

1. This POLICY does not follow the terms of any other insurance, whether issued prior or subsequent to this POLICY, regardless of whom the other insurance is effected with, and whether directly or indirectly covering the same property against the same perils.

2. If the INSURED obtains other insurance written substantially on the same plan, terms, conditions, and provisions as those contained in this POLICY, the INSURER shall contribute a share of the covered loss, damage, cost, and expense that is the proportion that the applicable Limit of Insurance under this POLICY bears to the limits of insurance of all insurance covering on the same basis.

3. If the INSURED maintains other insurance covering the same loss or damage other than on substantially the same plan, terms, conditions, and provisions contained in this POLICY, the INSURER shall, subject to the applicable Limit of Insurance, only pay for the amount of loss, damage, cost, and expense in excess of the amount due from the other insurance, whether or not collectible. If otherwise covered by this POLICY any amount recoverable from other insurance will contribute to the erosion of the deductibles stated herein, and if such amount recoverable exceeds the applicable deductibles stated herein then this POLICY shall respond, after exhaustion of such other insurance without the application of the deductibles stated herein. This paragraph does not apply to other insurance specifically written as excess to this POLICY.

S. REQUIREMENTS IN THE EVENT OF LOSS

In the event of loss or damage, the INSURED must:

SPECIMEN

1. notify the police if a law may have been broken;

2. give the INSURER prompt notice of the loss or damage, including a description of the property involved;

3. as soon as possible, give the INSURER a description of how, when, and where the loss or damage occurred;

4. take all reasonable steps to protect, recover, and save COVERED PROPERTY from further loss or damage, set the damaged property aside and in the best possible order for examination, and keep a record of expenses necessary to protect the COVERED PROPERTY, for consideration in the settlement of the claim. This will not increase any Limit of Insurance. Nor will the INSURER pay for any subsequent loss or damage resulting from a excluded cause;

5. as often as may be reasonably required, permit the INSURER to inspect the property and examine the INSURED'S books and records;

6. permit the INSURER to take samples of damaged and undamaged property for inspection, testing, and analysis;

7. permit the INSURER to make copies from the INSURED'S books and records;

8. provide a signed, sworn proof of loss within 30 days after the INSURER'S request;

9. as often as may be reasonably required, submit to examinations under oath, and so far as within the INSURED'S power cause all other requested persons to submit to examinations under oath, about any matter relating to this insurance, the claim, or the INSURED'S books and records. Examinations under oath of each requested person will be conducted while not in the presence of any other person to be examined under oath. In the event of examinations, the transcribed answers must be signed; and

10. cooperate in the investigation and settlement of the claim.

T. SALVAGE RECOVERIES

After expenses incurred in the recovery and sale of salvaged property are deducted, any amount received from the sale of salvage prior to loss settlement under this POLICY will be applied to reduce the loss.

After expenses incurred in the recovery and sale of salvage are deducted, any amount received from the sale of salvage subsequent to a loss settlement under this POLICY will be applied to reduce the loss as if received prior to such loss settlement and the INSURED and the INSURER shall make all necessary adjustments:

1. in the reverse order of their interest, if this Policy was underwritten on an excess of loss basis; or

2. in the proportion of the amount of loss borne by the INSURED and COMPANY, if this Policy was underwritten on a proportional basis.

U. SERVICE OF SUIT

Service of process in any suit instituted against the INSURER under this POLICY may be made upon AEGIS Insurance Services, Inc., 30 Hudson Street, Jersey City, NJ 07302.

SPECIMEN

AEGIS Insurance Services, Inc. is authorized and directed to accept service of process on behalf of the INSURER in any such suit and, upon the INSURED'S request, to give a written undertaking to the INSURED that they will enter a general appearance on the INSURER'S behalf in the event such suit is instituted. Further, pursuant to any statute of any state, territory, or district of the United States of America or province of Canada, that makes provision therefore, the INSURER hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or such officer's successor or successors in office, as the INSURER'S true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of any INSURED or any beneficiary hereunder arising out of this contract of insurance, and hereby designates AEGIS Insurance Services, Inc. as the entity to whom said officer may mail process or a copy thereof. The INSURER will abide by the final decision of the court in such suit or of any appellate court in the event of any appeal. Nothing in this clause constitutes or should be understood to constitute a waiver of the INSURER'S right to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek to transfer a case to another court as permitted by the laws of the United States or of any state in the United States.

V. SUBROGATION

In the event the INSURER makes any payment under this POLICY, the INSURER will be subrogated to the extent of such payment to all of the INSURED'S rights of recovery related thereto, and the INSURED shall execute all papers required and shall do everything that may be necessary to enable the INSURER to bring suit in the name of the INSURER. The INSURED shall also attend hearings and trials, assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and producing for examination all books of account, bills, invoices and other vouchers or certified copies thereof if originals are lost, in each case, at such time and place as may be designated by the INSURER or their representatives, and permit extracts and copies thereof to be made. However, permission is granted the INSURED to waive subrogation provided such waiver is entered into by the INSURED in writing, prior to the loss or damage insured hereunder. The INSURER and the INSURED shall share in the recovery, net of legal fees and other expenses in the proportion of the amount of loss borne by the INSURED and COMPANY.

The INSURED may retain its own counsel at its own expense.

W. SUIT AGAINST THE INSURER

The INSURED must institute any suit or action on this POLICY for the recovery of any claim in any court of law or equity within twelve (12) months of the date of the physical loss or damage.

X. SUSPENSION

Upon the discovery of a dangerous condition with respect to any Object insured by this POLICY, any representative of the INSURER may immediately suspend the insurance applicable to said Object by written notice mailed or delivered to the INSURED at the address of the INSURED specified in the DECLARATIONS, or at the location of the Object. The insurance so suspended may be reinstated by the INSURER, but such reinstatement shall not be effective unless made in writing. The INSURER shall repay the INSURED the portion of the premium paid for such suspended insurance, pro rata, for the period of suspension.

As used in this condition Object means any boiler, fired or unfired pressure vessel, vacuum vessel, refrigerating or air conditioning system, piping and its accessory equipment, and

SPECIMEN

any mechanical or electrical machine or apparatus used for the generation, transmission, control, or utilization of mechanical or electrical power, whether stand alone or mounted on any other property.

Y. VACANT OR UNOCCUPIED LOCATIONS

The INSURED may cease OPERATIONS and may leave any INSURED LOCATION vacant or unoccupied for up to ninety (90) consecutive days. The INSURER shall not pay for loss or damage that occurs at any INSURED LOCATION vacant or unoccupied for more than ninety (90) consecutive days unless:

1. coverage has been extended by the INSURER via an Endorsement to this POLICY; and

2. the same degree of fire protection and watch service is maintained as existed at the time of the discontinuance of OPERATIONS.

The INSURED'S failure to comply with the foregoing shall make null and void all coverage provided by this POLICY at such INSURED LOCATION.

Z. WARRANTY

The INSURED represents, warrants, and agrees as follows:

1. INSURED has no knowledge at POLICY inception of any fact or circumstance not disclosed to the INSURER in the submission provided to the INSURER for use in the underwriting and issuance of this POLICY which is likely to give rise to a claim under this POLICY; and

2. that based upon reasonable inquiry and to the best of the INSURED'S knowledge and belief:

   a) all information provided to the INSURER in the submission for this POLICY is true and correct; and

   b) no information that would affect coverage or otherwise increase the risk insured in this POLICY has been withheld from the submission.

IV. DEFINITIONS

When used in this POLICY, words and phrases appearing in **ALL CAPITAL** type have the special meanings set forth in this section. These definitions apply in both the singular and plural forms as required by context.

A. **ACT OF TERRORISM** means the commission of a violent act, or an act dangerous to human life, tangible property, intangible property, or infrastructure, or the threat of such act, that was or appeared to be committed (a) for political, religious, ideological, or similar reasons; and (b) either (1) to intimidate, coerce, or cause fear among the public or a section of the public, (2) to influence the policy of, or overthrow, a government by intimidation, fear, or coercion, (3) to affect the conduct of a government, the public, or a section of the public, (4) to disrupt any segment of a country's economy, or (5) for any similar reason. An **ACT OF TERRORISM** also includes any actions by, or on behalf of, a government or branch thereof (including, without limitation, the uniformed armed forces, militia, police, state security, national guard, and anti-terrorism agencies) in deterring, responding to, combating, or retaliating against terrorism or removing debris from a terrorist attack.

SPECIMEN

B. **BONUS PAYMENTS** means any income that could have been earned as a result of an increase in rates or payments or an increase in the volume of business due to favorable business conditions following the occurrence of the physical loss or damage, including but not limited to, increases in rates or bonus payments caused by the impact of the physical loss or damage covered by this POLICY.

C. **BUSINESS INTERRUPTION** is defined in Section II.C.1. of this POLICY.

D. **CAPACITY PAYMENTS** means payments to which the INSURED is entitled through cleared bids for electric generating capacity under independent system operator / regional transmission organization rules or through the sale of capacity attributes under bilateral agreements, expressly excluding any BONUS PAYMENTS.

E. **CATASTROPHIC OCCURRENCE** means EARTH MOVEMENT, EARTH MOVEMENT in a HIGH HAZARD EARTH MOVEMENT ZONE, FLOOD, FLOOD in a HIGH HAZARD FLOOD ZONE, and NAMED WINDSTORM.

F. **COASTAL WATERS** means the territorial sea of the United States, the Great Lakes and their connecting waters, and the marine and estuarine waters of the United States up to the head of tidal influence.

G. **COMMUNICABLE DISEASE OR INFECTIOUS PATHOGEN** means any disease, bacterium, virus, parasite, fungus, or other material, whether deemed living or not, which is or can become harmful or potentially harmful to humans, human welfare, or other living organisms, which is or can become capable of being spread: a) directly from one person to another; b) indirectly through airborne transmission, bodily fluid transmission, or transmission from or to any organic or inorganic surface, object, solid, liquid, or gas; or c) via any other disease host, vector, or other means of transmission.

H. **COMPUTER EQUIPMENT** means any electronic data processing equipment, computer, computer or communication system or component, hardware, network, microprocessor, microchip, integrated circuit, or similar devices or components in computer or non-computer equipment, or any electronic, electro-mechanical, or electro-magnetic media that holds SOFTWARE AND DATA, including, but not limited to, COMPUTER EQUIPMENT that monitors and/or controls physical devices and/or processes.

I. **CONTAMINANTS OR POLLUTANTS** means any material that, after its discharge, dispersal, seepage, migration, release, or escape, could damage human health or human welfare, or the environment, or causes damage, deterioration, loss of value, marketability, or loss of use of real or personal property, including but not limited to asbestos, asbestos-containing material, or hazardous substances as listed in the Federal Water Pollution Control Act Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act, or as designated by the U.S. Environmental Protection Agency.

J. **COVERED PROPERTY** is defined in Section I.B. of this POLICY.

K. **COVERAGE EXTENSION** is defined in Section I.F. of this POLICY.

L. **CYBER INCIDENT** means any of the following:

1. any unauthorized acquisition, loss, copying, disclosure, transfer, sale, alteration, corruption, destruction, deletion, encryption, use, operation, and/or damage to any SOFTWARE AND DATA;

SPECIMEN

2. infection of COMPUTER EQUIPMENT by a SOFTWARE VIRUS or other malicious code;

3. the use of deception to manipulate authorized individuals into divulging financial, confidential or personal information;

4. denial of service attack, being an attack to block or prevent access to any COMPUTER EQUIPMENT or SOFTWARE AND DATA;

5. violation of law, statute, regulation, policy, or contractual provision relating to the authenticity, availability, confidentiality, security, storage, control, disclosure, protection, encryption, integrity or use of SOFTWARE AND DATA;

6. intentionally shutting down, disabling, or removing connectivity to any COMPUTER EQUIPMENT or SOFTWARE AND DATA; or

7. errors or omissions in the programing or operation of a COMPUTER EQUIPMENT or SOFTWARE AND DATA.

M. **DECLARATIONS** means those pages of this POLICY showing the key variable information for this POLICY.

N. **EARTH MOVEMENT** means any natural or man-made earth movement including, but not limited to earthquake, landslide, mudslide, sinkhole, subsidence, or volcanic eruption, regardless of any other cause or event contributing concurrently or in any sequence to the loss. However, loss or damage from fire, lightning, explosion, or sprinkler leakage that arises directly from EARTH MOVEMENT is not subject to the sublimit for EARTH MOVEMENT.

O. **EMERGENCY ACTION ASSESSMENTS/REVENUES** means any charge or credit incurred by the INSURED in connection with a commitment to provide electric generating capacity due to any emergency action, performance assessment period, capacity scarcity condition, or similar declaration for local or system-wide capacity shortages on a system in accordance with independent system operator / regional transmission organization rules and that occurs following the date of direct physical loss or damage to COVERED PROPERTY from a cause not specifically excluded.

P. **EXTRA EXPENSE** is defined in Section II.C.2. of this POLICY.

Q. **FLOOD** means the movement of water onto normally dry land from any cause including whether driven in whole or in part by wind, waves, tidal action, storm surge, tidal waves, tsunami, the rising of tidal water or other surface water, the overflowing or breach of streams, rivers, lakes, reservoirs, or other bodies of water, or the spray from any of the foregoing, regardless of any other cause or event contributing concurrently or in any sequence to the loss. However, loss or damage from fire, lightning, explosion, or sprinkler leakage that arises directly from FLOOD is not subject to the sublimit for FLOOD.

R. **GRID SCALE LITHIUM ION BATTERY ENERGY STORAGE SYSTEM** means an assembly of Lithium Ion electrochemical devices that collects, stores, and delivers electrical energy to a utility grid on demand.

S. **HAIL** means precipitation in the form of balls or lumps usually consisting of concentric layers of ice and compact snow.

T. **HIGH HAZARD EARTH MOVEMENT ZONE** includes the following:

SPECIMEN

Earth Movement Zones 1 and 2 for the United States and Canada

STATE	*ZONE*	*COUNTIES/PARISHES/INDEPENDENT CITIES*
Alaska	**1**	Balance of State
	2	North Slope
Arkansas	**1**	Clay, Craighead, Crittenden, Cross, Greene, Lee, Mississippi, Poinsett, St Francis
	2	Independence, Jackson, Lawrence, Lonoke, Monroe, Phillips, Prairie, Randolph, Sharp, White, Woodruff
California	**1**	Entire State
Hawaii	**1**	Entire State
Illinois	**1**	Alexander, Pulaski
	2	Bond, Clay, Clinton, Edwards, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Lawrence, Madison, Marion, Massac, Monroe, Perry, Pope, Randolph, Richland, St. Clair, Saline, Union, Wabash, Washington, Waye, White, Williams
Indiana	**2**	Crawford, Daviess, Dubois, Gibson, Greene, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Spencer, Sullivan, Vanderburgh, Warrick
Kentucky	**1**	Ballard, Carlisle, Fulton, Hickman, McCracken
	2	Breckinridge, Butler, Caldwell, Calloway, Christian, Crittenden, Daviess, Graves, Hancock, Henderson, Hopkins, Livingston, Logan, Lyon, Marshall, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren, Webster
Mississippi	**1**	DeSoto, Tunica
	2	Alcorn, Benton, Bolivar, Coahoma, Lafayette, Leflore, Marshall, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Union, Yalobusha
Missouri	**1**	Bollinger, Butler, Cape Girardeau, Dunklin, Mississippi, New Madrid, Pemiscot, Scott, Stoddard

SPECIMEN

	2	Carter, Iron, Jefferson, Madison, Oregon, Perry, Reynolds, Ripley, St. Francois, Ste. Genevieve, St. Charles, St. Louis, Washington, Wayne, and the City of St Louis
Nevada	**1**	Carson City, Douglas
	2	Lyon, Storey, Washoe
Oregon	**2**	Clackamas, Multnomah, Washington
South Carolina	**1**	Berkely, Charleston, Dorchester
Tennessee	**1**	Crockett, Dyer, Haywood, Lake, Lauderdale, Obion, Shelby, Tipton
	2	Benton, Carroll, Chester, Decatur, Fayette, Gibson, Hardeman, Hardin, Henderson, Henry, Humphreys, Madison, McNairy, Weakley
Washington	**1**	Clallam, Island, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Thurston
	2	Skagit, Snohomish, Whatcom

Zones for Commonwealths and Territories of the United States of America

American Samoa	**2**	Entire Territory
Guam	**1**	Entire Territory
Northern Mariana Island	**2**	Entire Commonwealth
Puerto Rico	**1**	Entire Commonwealth
U.S. Virgin Islands	**2**	Entire Territory
All other US Territories and Possessions	**2**	Entire Territory

Zones for Canada

Canada	**2**	British Columbia, Quebec, Yukon

All locations outside of the United States included within Zones MM IX and above as designated by Munich Re on the World Map of Natural Hazards (“NATHAN”). Any buildings or structures, equipment, or personal property partially located within an area designated as a HIGH HAZARD EARTH MOVEMENT ZONE is deemed to be wholly located within a HIGH HAZARD EARTH MOVEMENT ZONE.

SPECIMEN

U. **HIGH HAZARD FLOOD ZONE** means:

All locations that at the time of direct physical loss or damage are within either:

1. a 100-year floodplain or a Special Flood Hazard Area as designated by the Federal Emergency Management Agency, including but not limited to the areas of a flood rate map identified as zones A, AO, AH, A1-A30, AE, A99, AR, AR/A, AR/AE, AR/A1-A-30, AR/AH, AR/AO, V, V1-V30, and VE;

2. All locations outside the United States that at the time of FLOOD have a 1% or greater annual likelihood of FLOOD according to a governmental authority or a publicly available flood zone map; or

3. All locations outside the United States that at the time of FLOOD are within 1,000 feet of any location which, in the past 100 years, has experienced FLOOD regardless of whether (a) a building or structure existed at the time; (b) any physical loss or damage occurred; or (c) any claim for loss or damage was ever filed.

Any buildings or structures, equipment, or personal property partially located within a location designated as a HIGH HAZARD FLOOD ZONE is deemed to be wholly located within a HIGH HAZARD FLOOD ZONE.

V. **INSURED** means the organization or organizations named in the DECLARATIONS and any subsidiary of such organization to the extent the subsidiary has an insurable interest in COVERED PROPERTY.

When an INSURED described above is a party to a written contract that requires an entity to be identified as an additional INSURED under this POLICY, such entity is an additional Insured under this POLICY for direct physical loss or damage to any COVERED PROPERTY which is the subject of the written agreement but only to the extent such entity has an insurable interest in such COVERED PROPERTY sustains direct physical loss or damage. However, this POLICY is not extended to provide any TIME ELEMENT COVERAGE EXTENSIONS to any such INSURED unless specifically endorsed to this POLICY.

W. **INSURED LOCATION** means the location of any property specifically identified on a schedule on file with the INSURER prior to the binding of this POLICY or added by an amendment to the INSURED'S schedule, if the amendment is accepted in writing by the INSURER.

X. **INSURER** means Associated Electric & Gas Insurance Services Limited and any other insurer identified in the DECLARATIONS or Subscription Agreement.

Y. **MICROFRACTURES** means microscopic cracks or fractures in SOLAR PANELS. MICROFRACTURES does not mean cracks or fractures that the INSURED can prove:

1. resulted from an OCCURRENCE that commended during the POLICY PERIOD; and

2. the power output on a per string basis immediately after the OCCURRENCE is demonstrably lower than prior to the OCCURRENCE and the reduction is greater than the manufacturer's anticipated degradation rate stipulated by the relevant manufacturer's power warranty.

Z. **NAMED WINDSTORM** means a storm or weather disturbance in **TIER 1 COUNTIES** or **TIER 2 COUNTIES** that is named by the U.S. National Oceanic and Atmospheric Administration, the U.S. National Weather Service or the National Hurricane Center or any comparable worldwide equivalent. NAMED WINDSTORM includes any wind, rain, FLOOD, tornado,

SPECIMEN

HAIL, lightning, or other environmental condition directly or indirectly related to such NAMED WINDSTORM. However, loss or damage from fire, lightning, explosion, or sprinkler leakage that arises directly from NAMED WINDSTORM is not subject to the sublimit for NAMED WINDSTORM.

AA. **OCCURRENCE** means a loss, incident, or series of losses or incidents arising out of a single or series of related events or originating causes and includes all resultant or concomitant losses or damage, regardless of any other cause or event contributing concurrently or in any sequence to the loss.

All loss or damage to COVERED PROPERTY arising out of or in the course of EARTH MOVEMENT, NAMED WINDSTORM, or FLOOD within any period of seventy two (72) consecutive hours shall be deemed to be one CATASTROPHIC OCCURRENCE. If loss or damage to COVERED PROPERTY arises out of or in the course of more than one EARTH MOVEMENT, NAMED WINDSTORM or FLOOD within any period of seventy two (72) consecutive hours during the term of this POLICY, the Insured may elect the moment when the seventy two (72) hour period will begin. This POLICY does not insure any loss or damage to COVERED PROPERTY arising out of or in the course of EARTH MOVEMENT, NAMED WINDSTORM or FLOOD commencing before the inception of this POLICY or commencing after the expiration of this POLICY. The expiration of this POLICY will not reduce the aforementioned seventy two (72) hour period.

BB. **OPERATIONS** means the INSURED'S regular or normal activities at an INSURED LOCATION.

CC. **ORDINARY PAYROLL EXPENSES** means payroll expenses for all employees except officers, executives, department managers and employees under contract. ORDINARY PAYROLL EXPENSES includes payroll, employee benefits if directly related to hourly payroll, FICA payments and union dues paid by the INSURED, and worker's compensation and unemployment insurance premiums.

DD. **OVERHEAD** means the necessary indirect charges attributable to management, supervision, engineering, and general and administrative expenses associated with the use of the INSURED'S employees as labor to repair or replace damaged or destroyed COVERED PROPERTY.

EE. **PERIOD OF INDEMNITY** is defined in Section II.B. of this POLICY.

FF. **POLICY** means this insurance policy including the DECLARATIONS, Subscription Agreement, any endorsements issued by the INSURER to INSURED, and all information provided to the INSURER in the submission for this POLICY.

GG. **POLICY PERIOD** is defined in the DECLARATIONS.

HH. **POLICY TERRITORY** is defined in the DECLARATIONS.

II. **SEVERE CONVECTIVE STORM** means any storm, thunderstorm, or cluster or band of storms that generates winds of at least 48 mph (41.7 knots or 77.2 km/h), or HAIL.

JJ. **SOFTWARE AND DATA** means any computer software, firmware, operating systems, programs, code, or data.

KK. **SOFTWARE VIRUS** means SOFTWARE AND DATA that causes or threatens to cause the deletion, destruction, degradation, corruption, malfunction, compromise, or otherwise adversely affect the operation or functionality of any SOFTWARE AND DATA or COMPUTER

SPECIMEN

EQUIPMENT including, but not limited to, any denial of service attack, encryption, or ransomware.

LL. **SOLAR PANELS** means COVERED PROPERTY consisting of photovoltaic cells, modules, or arrays used in the generation of electricity from sunlight.

MM. **TIER 1 COUNTIES** means the following:

1. Alabama, United States of America, counties of:

   Baldwin, Mobile

2. Connecticut, United States of America, counties of:

   Fairfield, Middlesex, New Haven, New London

3. Delaware, United States of America, counties of:

   Kent, New Castle, Sussex

4. Florida, United States of America, counties of:

   Bay, Brevard, Broward, Charlotte, Citrus, Collier, Dade, Dixie, Duval, Escambia, Flagler, Franklin, Gulf, Hernando, Hillsborough, Indian River, Jefferson, Lee, Levy, Manatee, Martin, Monroe, Nassau, Okaloosa, Palm Beach, Pasco, Pinellas, Santa Rosa, Sarasota, St. Johns, St. Lucie, Taylor, Volusia, Wakulla, Walton

5. Georgia, United States of America, counties of:

   Bryan, Camden, Chatham, Glynn, Liberty, McIntosh

6. Hawaii, United States of America:

   All islands

7. Louisiana, United States of America, counties of:

   Assumption, Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Bernard, St. Charles, St. John Baptist, St. Mary, St. Tammany, Terrebonne, Vermilion

8. Massachusetts, United States of America, counties of:

   Barnstable, Bristol, Dukes, Essex, Nantucket, Norfolk, Plymouth, Suffolk

9. Maine, United States of America, counties of:

   Cumberland, Hancock, Knox, Lincoln, Sagadahoc, Waldo, Washington, York

10. Maryland, United States of America, counties of:

    Anne Arundel, Baltimore, Baltimore City, Calvert, Cecil, Charles, Dorchester, Harford, Kent, Queen Anne's, Somerset, St. Mary's, Talbot, Wicomico, Worcester

11. Mississippi, United States of America, counties of:

SPECIMEN

Hancock, Harrison, Jackson

12. New Hampshire, United States of America, county of:

    Rockingham

13. New Jersey, United States of America, counties of:

    Atlantic, Burlington, Cape May, Cumberland, Hudson, Middlesex, Monmouth, Ocean, Salem

14. New York, United States of America, counties of:

    Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

15. North Carolina, United States of America, counties of:

    Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, Washington

16. Rhode Island, United States of America, counties of:

    Bristol, Kent, Newport, Providence, Washington

17. South Carolina, United States of America, counties of:

    Beaufort, Charleston, Colleton, Georgetown, Horry, Jasper

18. Texas, United States of America, counties of:

    Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, San Patricio, Willacy

19. Virginia, United States of America, counties of:

    Accomack, Arlington, Chesapeake City, Essex, Fairfax, Fredericksburg City, Gloucester, Hampton City, James City, King George, Lancaster, Manassas City, Matthews, Middlesex, Newport News City, Norfolk City, Northampton, Northumberland, Poquoson, Portsmouth City, Prince William, Richmond, Stafford, Virginia Beach City, Westmoreland, Williamsburg, York

also includes the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and the Northern Mariana Islands.

NN. **TIER 2 COUNTIES** means all counties immediately adjacent to **TIER 1 COUNTIES**.

OO. **TIME ELEMENT COVERAGE EXTENSION** is defined in Section II.A. of this POLICY.

PP. **TRANSMISSION AND DISTRIBUTION SYSTEMS** all components of an INSURED'S:

1. electric transmission and distribution systems, including but not limited to: poles, towers, fixtures, overhead conductors and devices, grounding devices and systems, underground or underwater conduits, underground or underwater conductors and devices, line transformers, service meters, street lighting and signal systems,

SPECIMEN

microwave dishes and supporting structures, solar devices, and charging points beginning 1000 feet from the property line of a power generation facility;

2. gas transmission and distribution systems, whether high or low pressure, including but not limited to: compressors, gate stations, pipes, pipe systems, service lines, pressure regulators, regular stations, valves, limiting devices, meters (centralized and end user), metering stations, drips, and other necessary appurtenances, for the transmission or distribution of natural or manufactured fuel gas, beginning at the property line of a compressor or processing station to the point of delivery by a gas supplier or to the points of connection with a customer's or intermediary's system; and

3. other transmissions and distribution systems including all piping for water, petroleum, hydro carbons and liquids, mains, sewers and drains not within an INSURED LOCATION.

QQ. TURBINE GENERATOR UNIT means any turbine generator unit including:

1. driving turbine;

2. combustor, precooler, intercooler, regenerator, or heat exchanger of any combustion turbine unit;

3. electric generator, pump, compressor, fan, blower, wheel, or gear on any shaft of the driving turbine or turbines or on a shaft which is directly connected to any driving turbine or turbines by any coupling, clutch, or gear set;

4. mechanical or hydraulic governing mechanism together with any electric motor used therewith;

5. auxiliary apparatus mounted on the bed or frame of a turbine generator unit;

6. lubricating oil pump, any fuel pump, or any pump for circulating a coolant, if used for the unit, together with any machine driving any such pump;

7. auxiliary electric motor, steam turbine, or other apparatus used to rotate the driving turbine or turbines for starting or maintenance purposes;

8. apparatus used solely to scavenge any gas turbine unit;

9. shaft that forms a part of the unit or that connects part of the unit, together with any coupling, clutch, bearing, gear, or gear set on said shaft; and

10. interconnecting wiring, piping, or ducts between parts of the unit that are mounted on the unit;

but, TURBINE GENERATOR UNIT does not include any:

1. COMPUTER EQUIPMENT used to govern or control the unit;

2. machine or apparatus except as included in Sections 1) through 10) above;

3. wiring, piping or ducts leading to or from the unit;

4. condenser or its connecting pipes or adapters;

SPECIMEN

5. penstock or draft tube; nor

6. boiler utilizing exhaust gases from any gas turbine generator unit.

RR. **UNPROVEN, DEVELOPMENTAL, OR PROTOTYPICAL TECHNOLOGY** means any design, technology, feature, materials, fabrication processes, or any combination of the foregoing of any machine, electrical apparatus, or part thereof, that has not demonstrated reliability. As used in this definition, "reliability" means successful operation of a machine, electrical apparatus, or part thereof in the field, a test facility, or a combination of both to manufacturers specification under conditions at least equal to that of the design operating conditions for a period equal to or greater than eight thousand (8,000) hours that demonstrates the soundness of the machine, electrical apparatus, or part thereof. The scaling up or down of a technology, material, engineering design, or fabrication process on existing equipment or part thereof shall not be considered reliability unless it meets the test for reliability set out in this condition.

SS. **UTILITY SERVICES** means incoming electricity, fuel, water, steam, gas, telephone, internet, refrigerant, or other utility service or outgoing sewage removal service. UTILITY SERVICES does not include the delivery of gas, combustible, or nuclear fuel that is required to operate the INSURED'S turbine generator(s) or boiler(s) or fired vessel(s).

TT. **WILDFIRE** means a wildfire, brush fire, forest fire, vegetation fire, grass fire, bush fire, or any rapidly spreading, uncontrolled outdoor fire or conflagration of any description, in each case occurring over an area that is larger than one square mile.

IN WITNESS WHEREOF, Associated Electric & Gas Insurance Services Limited has caused this POLICY to be signed by its President and Chief Executive. However, this POLICY shall not be binding upon the COMPANY unless countersigned on the Declarations Page by a duly authorized representative of the COMPANY.

William L. Hillman, President and
Chief Executive Officer

SPECIMEN

ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. Effective date of Endorsement _____

Attached to and forming part of POLICY No. _____

INSURED: City of Independence

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

TRIA ENDORSEMENT

Terrorism coverage is hereby provided pursuant to the Terrorism Risk Insurance Act of 2002 as amended (the "FEDERAL ACT").

The INSURER will pay for "INSURED LOSS" resulting from an "ACT OF TERRORISM" subject to the terms, conditions, limits and exclusions of this POLICY. (Each capitalized term is defined by the FEDERAL ACT)

The POLICY exclusion for nuclear, biological, radiation and chemical hazards and the exclusion for terrorism losses not qualifying as an "INSURED LOSS" under the FEDERAL ACT still apply.

Pursuant to the FEDERAL ACT, if the total "INSURED LOSS" of all property casualty reaches $100 billion during any applicable period, the INSURER will not be liable under this POLICY for any portion of such losses that exceed such amount. Therefore, the amounts the INSURER pays under this POLICY may be reduced. Because of this, the INSURER may reserve its rights when making payments under the Policy for "INSURED LOSS" and may require the INSURED to provide an undertaking to return to the INSURER any overpayment.

The following terms and conditions apply to this Endorsement:

1. All CLAIMS arising out of or resulting from an ACT OF TERRORISM shall be deemed to have been made when the first written notice of a claim or notice of circumstances under the POLICY is given to the INSURER for the ACT OF TERRORISM, or loss or potential loss arising out of the ACT OF TERRORISM regardless of whether such written notice of a claim or "Notice of Circumstance" is made by the INSURED or any other party insured by the INSURER.

2. Upon receiving a written notice of a claim or notice of circumstances under the POLICY that the INSURER determines involves loss or potential loss arising out of an ACT OF TERRORISM, the INSURER will send a notice to the INSURED first named in the Declarations of this POLICY stating that the INSURER has received a written notice of a claim or notice of circumstances arising out of an ACT OF TERRORISM. Not later than six months after the date of such notice by the INSURER, any insured having or expecting to have a claim for TERRORISM LOSS arising out of the ACT OF TERRORISM covered by the INSURER'S notice must submit to the INSURER an estimate of all projected TERRORISM LOSS for which coverage is claimed or is expected to be claimed under this POLICY, including the basis for the projected amount of the loss. The insured shall promptly notify the INSURER of any material change in the amount claimed or expected to be claimed.

3. This POLICY covers only actual TERRORISM LOSS amounts reported to the INSURER not later than three years after the date that the ACT OF TERRORISM giving rise to such TERRORISM LOSS is first known to have occurred or a reasonable estimate of TERRORISM LOSS reported to the INSURER not later than three years after such date based on information and circumstances as of the time such estimate is reported. This paragraph shall not be construed to require the INSURER to pay any loss in excess of actual TERRORISM LOSS.

SPECIMEN

TRIA ENDORSEMENT

4. “TERRORISM LOSS” means direct or indirect loss, damage, liability, costs or expenses, including defense costs, occasioned by, happening through or as a direct or indirect consequence of any ACT OF TERRORISM regardless of any other cause or event contributing concurrently or in other sequence to the loss, damage, liability, costs or expenses and regardless of when such loss, damage, liability, costs or expenses become manifest or known. Any loss claimed due to the failure to take proper precautions to avert losses from an ACT OF TERRORISM or the failure to continue business after an ACT OF TERRORISM shall be considered to be occasioned by such ACT OF TERRORISM.

5. "ACT OF TERRORISM" means the commission of a violent act, or an act dangerous to human life, tangible property, intangible property or infrastructure, or the threat of such act, that is reasonably believed to have been committed (a) for political, religious and/or ideological reasons; and (b) either (1) to intimidate, coerce or cause fear among the public or a section of the public, (2) to influence the policy of, or overthrow, a government by intimidation, fear or coercion, (3) to affect the conduct of a government or the public or a section of the public, (4) to disrupt any segment of a country's economy or (5) for any similar reason. An ACT OF TERRORISM shall also include any actions by, or on behalf of, a government or branch thereof (including, without limitation, the uniformed armed forces, militia, police, state security, national guard and anti-terrorism agencies) in deterring, responding to, combating or retaliating against terrorism or removing debris from a terrorist attack.

For purposes of this Endorsement, an insurance policy shall be deemed to be issued during the calendar year if the first day of the "POLICY PERIOD" (as defined in each such POLICY) was during the calendar year. In the case of a POLICY covering multiple twelve month periods, the POLICY shall be deemed to have been renewed on, and the first day of the "POLICY PERIOD " shall be deemed to be, the anniversary date of the POLICY.

The INSURER has the right to modify this Endorsement, without consideration, if legislation is enacted by the Federal government of the United States that would, in any way, affect the coverage being provided by this Endorsement.

As used in this Endorsement, INSURED LOSS and ACT OF TERRORISM have the meanings given to them by the FEDERAL ACT.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the POLICY, except as herein above set forth.

SPECIMEN

_____

Signature of Authorized Representative

ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. Effective date of Endorsement _____

Attached to and forming part of POLICY No. _____

INSURED: City of Independence

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

NON-CERTIFIED TERRORISM COVERAGE ENDORSEMENT

This POLICY provides full policy limits for physical loss or damage caused by or resulting from an ACT OF TERRORISM only at locations of the INSURED located within the fifty United States of America plus the District of Columbia.

Any ACT OF TERRORISM shall not be considered to be vandalism or malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this POLICY. Amounts recoverable under this coverage are excluded from coverage elsewhere in this POLICY.

This coverage does not cover loss or damage which comes within the EXCLUSIONS section of this POLICY.

This coverage does not in any event cover loss or damage directly or indirectly caused by or resulting from any of the following, regardless of any other cause of event, whether or not insured under this POLICY contributing concurrently or in any other sequence to the loss:

1. that involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear explosion or nuclear reaction or radiation or radioactive contamination; or

2. that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

3. in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or

4. that involves action taken to prevent, defend against, respond to or retaliate against an ACT OF TERRORISM or suspected ACT OF TERRORISM; or

5. An ACT OF TERRORISM covered under the Terrorism Risk Insurance Act of 2002 as amended (the “FEDERAL ACT”).

SPECIMEN

NON-CERTIFIED TERRORISM COVERAGE ENDORSEMENT

"ACT OF TERRORISM" means the commission of a violent act, or an act dangerous to human life, tangible property, intangible property or infrastructure, or the threat of such act, that is reasonably believed to have been committed (a) for political, religious and/or ideological reasons; and (b) either (1) to intimidate, coerce or cause fear among the public or a section of the public, (2) to influence the policy of, or overthrow, a government by intimidation, fear or coercion, (3) to affect the conduct of a government or the public or a section of the public, (4) to disrupt any segment of a country's economy or (5) for any similar reason. An ACT OF TERRORISM shall also include any actions by, or on behalf of, a government or branch thereof (including, without limitation, the uniformed armed forces, militia, police, state security, national guard and anti-terrorism agencies) in deterring, responding to, combating or retaliating against terrorism or removing debris from a terrorist attack.

SPECIMEN

_____

Signature of Authorized Representative

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested for the 2026-27 non-utility Property Insurance renewal with Midwest Public Risk, which includes the Auto Physical Damage and Mobile Equipment programs, for an annual premium of $925,109, and authorizing change orders up to 10% of the authorized amount. **Approved**

Recommendations:

Council approval is recommended.

Background:

The total annual premium for this program, which includes Non-Utility Property, Contractors Equipment, and Auto Physical Damage coverage, is $925,109 — a minimal increase from the expiring premium of $924,570. This renewal premium reflects stabilization in the property insurance market.

The City's required non-utility Property and Mobile Equipment contributions are $605,123 and Auto Physical Damage contributions are $319,986 for the upcoming policy period. Due to IPL operational changes, changes were made in the 2020-2021 plan year to separate the City's Non-Utility property and utility property as the incumbent carriers declined to renew all City property under one program. The City continues to monitor property valuations and market conditions in preparation for future renewals, and MPR remains a stable and responsive partner in managing the City's property risk.

Emergency Justification:

Fiscal Impact:

Total fiscal impact to the City is $1,017,620, including contingency, and is included in the FY 2026-27 proposed budget, page 146 in the Risk Management Fund (093).

Council Action:

Department / Contact Finance /

REVIEWERS

Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. FY 26-27 PL Invoice MO - Independence 1233

MPR
MIDWEST PUBLIC RISK

INVOICE

Invoice ID: PL20260515.51
Invoice Date: 5/15/2026
Member ID: 1233

Meagan Borth
Independence, City of
111 E Maple Avenue
Independence, MO 64050

FY 26-27 PROPERTY AND LIABILITY CONTRIBUTIONS
Independence, City of
MPR 189

Effective Date 7/1/2026
Expiration Date 7/1/2027

FY 26-27 Contributions Summary (detail on next page)

Property Contributions	$925,109.00
Liability Contributions	$ 0.00
Total 2026-2027 Contribution	$925,109.00
(One-time Loss Control Balance Credit)	$ 0.00
Total Property & Liability Contributions Due	**$925,109.00**

Payment Due Date: 07/01/2026

Link for KS Property/Liability Remittance Information

Cc: LOCKTON cweather@lockton.com

Notes:
- Property pricing was determined using property values as of **April 30, 2026**
- Fleet Auto ID cards, Coverage Summaries, Coverage Documents & Certificates to be emailed prior to July 1, 2026

FY 26-27 PROPERTY AND LIABILITY CONTRIBUTIONS – DETAIL
Independence, City of
MPR 189

PROPERTY	TIV	Contributions
Property	$291,636,229.85	$605,123.00
Auto Physical Damage	$50,880,697.47	$319,986.00
Broker Commissions		$ 0.00
Total Property	$342,516,927.32	**$925,109.00**

LIABILITY	Payroll	Contributions
General Liability		$ 0.00
Auto Liability		$ 0.00
Law Enforcement Liability		$ 0.00
Public Official/Emp Practices Liability		$ 0.00
Broker Commissions		$ 0.00
Total Liability	$ 0.00	**$ 0.00**

Total Property/Liability Contributions	**$925,109.00**

Effective Date: 7/1/2026 **Expiration Date: 7/1/2027**

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Burns & McDonnell (B&M) in the amount of $350,249 and to authorize change orders up to ten (10) percent of the authorized amount, for the Substation A 69kV Reconfiguration Engineer-Procure-Construct (EPC) Phase 1 services for the Power & Light Department (IPL). **Approved**

Recommendations:

Council approval is recommended.

Background:

The purpose of the Substation A 69kV reconfiguration project is to replace obsolete equipment and allow for future generation. Reconfiguration of the south 69kV bus includes new bus supports and switch stands, new 69kV switches, new 69kV relay panels, and separating the 69kV north & south bus differential relays onto separate panels.

This project will be split into two phases. The first phase will be for initial design services and the second will be for procurement and construction services.

IPL's intent is to complete construction during the outages for improvements under the Able Battery Generator Interconnection Agreements (GIA). While the Substation A 69kV reconfiguration will utilize this outage window, it is entirely different from the Able Battery project scope. Consequently, these costs will not be recovered through Southwest Power Pool's (SPP) FERC-approved tariff.

B&M is currently the EPC vendor working within Substation A and has extensive, ongoing experience with the facility during this outage timeframe. B&M has the immediate staff available to perform the EPC duties for the Substation A 69kV Reconfiguration. B&M is an approved A/E vendor, and has resources, skill sets, software, and systems in place to perform these EPC duties efficiently and economically.

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

Emergency Justification:

Fiscal Impact:

The fiscal impact on the City totals $385,274, including contingency. Funding for Substation A 69kV Reconfiguration EPC services is included in the fiscal year 2022-23 adopted budget, page

268, project account number 0217021-5406-202308-C, Substation & Transmission Upgrade & Replacement, IPL Fund 021.

Council Action:

Department / Contact Power and Light /

REVIEWERS

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

ATTACHMENTS:

1. Phase 1 EPC_Sub A_69kV Scope Addition
2. Limited Source Approval Email for 69kV reconfiguration - Power & Light - Burns & McDonnell
3. Sub A 69kV B&M PROCUREMENT SOURCE JUSTIFICATION - Fillable PDF
4. IPL Sub A_69kV Scope Addition_Phase 1 Contract
5. NOTICE TO PROCEED_Sub A_69kV Scope Addition Phase 1

March 27th, 2026

Jessica Fett
Independence Power & Light
17221 E 23rd Street South
Independence, MO 64051

RE: Substation A – 69kV Scope Addition Phase 1 Proposal

Jessica,

Thank you for the opportunity to provide our Phase 1 Proposal for the 69kV Scope Addition at Substation A. As ENR's® leader in both the Power and Transmission and Distribution industries, Burns & McDonnell employs a skilled team familiar with the needs and design parameters for substation construction. We're confident this team will make Burns & McDonnell the ideal choice to support Independence Power & Light (IPL).

Safety Record

We measure ourselves against the strictest standards and integrate safety into our culture. In the last five years, we have completed more than 158 million labor hours with an average TRIR of 0.18. Our safety performance earns us recognition among the top 5% of AEC firms in the country. We design with safety in mind for construction, operations, and maintainability.

Experienced EPC Approach

We are an integrated EPC firm offering you a single source of responsibility. We are design-builders, providing complete design and construction services. Our team vets potential suppliers and construction options to mesh existing IPL standards and expectations with significant cost-competitive execution plans. Our final design and execution plan will confirm that the final project will be constructed safely, at a competitive price, and easily maintained throughout its lifecycle.

Terms and Conditions

Burns & McDonnell anticipates the terms and conditions in Documents 535 and 545 comprising the EPC Progressive Design-Build Agreement between City of Independence, MO and Burns & McDonnell Engineering Company, Inc. will govern over the scope associated with this Phase 1 proposal.

Please feel free to reach out to Spencer Ferguson at 605-359-2090 with any further questions. We look forward to this opportunity to work with IPL and further establishing a trusted partnership between our organizations.

Spencer Ferguson
Project Manager

Abe Assefa
EPC Project Manager

9400 Ward Parkway
Kansas City, MO 64114
burnsmcd.com

Substation A 69kV Scope Addition Phase 1

Burns & McDonnell is proposing a partnered, open-to-closed book EPC approach for Independence Power & Light's (IPL) Substation A 69kV Scope Addition Project. This approach will leverage Burns & McDonnell's industry EPC experience to provide both the cost transparency and schedule certainty that IPL desires – while collaboratively de-risking the project.

Contract Execution Phases

To minimize uncertainty in scope, cost, and schedule during the project planning stage, Burns & McDonnell proposes executing this Project in two phases as detailed below.

Phase 1

The primary goals of Phase 1 are to define the project scope, establish a detailed Project Execution Plan, and develop engineering packages to obtain pricing for all materials, equipment, and construction subcontracts. Burns & McDonnell professional services will be based on a Time and Material contract approach.

The material procurement and construction subcontract packages developed in Phase 1 will be provided to selected preferred subcontractors and suppliers for the Substation A 161kV Able Battery Line Terminal Expansion project scope as a change order bid request. Burns & McDonnell will fully evaluate downstream bids based on the project's baseline schedule, budget, and contractual requirements, among other factors. Long-lead procurement and construction subcontract negotiations will occur during Phase 1, while the execution of material and construction contracts will take place upon award of Phase 2.

Finally, Burns & McDonnell will submit a comprehensive proposal for the execution of Phase 2. Along with a detailed schedule and execution plan, the Phase 2 proposal will include lump sum pricing for the completion of engineering, procurement of equipment and materials, construction and construction management, commissioning, and project close-out.

Specific Phase 1 deliverables will include:

- Develop an Issued for Bid Package (IFB) for the additional scope to Substation A 69kV system.
- Prepare a project Bill of Materials (BOM), and prepare any additional material specifications and construction specifications
- Develop and bid procurement packages for equipment and materials required.
- Develop and bid construction scopes of work for Station (Electrical Construction and Testing & Commissioning)
- Incorporate scope into the existing project schedule and evaluate critical path activities
- Transparent review cycle of material procurement and subcontractor proposals

Phase 2

If awarded the Phase 2 scope, Burns & McDonnell will proceed with finalizing the engineering packages through their final deliverables. We will execute downstream subcontract agreements and advance with the procurement of materials and equipment. Finally, we will manage our selected subcontractors to construct the identified scope per our agreed upon execution plan.

Scope Summary

Substation A 69kV Scope Addition Equipment Overview

The work under this scope includes the installation of material and equipment necessary to reconfigure the 69kV 'South Bus' to connect a developer generation feed. This includes new bus supports and switch stands, new 69kV switches, new 69kV relay panels, and separating the 69kV north & south bus differential relays onto separate panels. Anticipated major equipment for this site will consist of the following:

- Relocation of two (2) existing 69kV circuit breakers
- Two (2) 69kV three-phase bus support structures
- Three (3) 69kV one-phase bi-level bus support structures
- Three (3) 69kV vertical break disconnect switches with associated steel structures
- Eight (8) 69kV relay panels
- One (1) 69kV RTU panel
- One (1) 161kV RTU panel
- Four (4) communication panels, two (2) installed in

each control enclosure
- A new cable trench will be installed to facilitate cable installation to the 69kV enclosure

Phase 1 Design Services

Phase 1 will include three (3) design packages: 10% Issue for Review, Issue for Bid, and 60% Schematic Issue for Review.

Substation A 69kV Scope Addition 10% IFR

Burns & McDonnell will provide a 10% IFR submittal package, which will include all below-listed deliverables. All design deliverables will be submitted in PDF format only, unless otherwise noted.

Physical & Electrical Design Deliverables

- Updates to Existing 69kV Substation Plan View
- Updates to Existing Station One Line
- Updates to Existing Relaying One Line

Substation A 69kV Scope Addition IFB

Burns & McDonnell will provide an IFB submittal package, which will include all below-listed deliverables. All design deliverables will be submitted in PDF format only, unless otherwise noted.

Non-Drawing Deliverables

- Updated Drawing List
- Material Specifications for Contractor-provided Substation Major Equipment
- Substation Construction Specifications
- AC and DC Calculation Results
- Bill of Material

Physical/Structural Design Deliverables

- Updates to Existing 69kV Substation Plan Views
- Updates to Existing 69kV Substation Sections/Elevations
- Updates to Existing Footing, Trench & Conduit Plan
- Foundation Details for new 69kV structures and relocated 69kV breakers (A-609-201 & A-609-902)
- Updates to Existing Grounding, Fence, Plan View, and Details
- Rigid bus analysis of new 69kV bus
- Demolition drawings of planned foundation and structure removals

Electrical Design Deliverables

- Updates to Existing Station One Line
- Updates to Existing Relaying One Line
- Updates to Existing Communications Block Diagram
- Station Service One Line
- 69kV Control Enclosure Layout
- AC/DC Panel Front Views
- Relay Panel Front View Drawings
- P&C Bill of Material
- Cable Schedule

The design team will utilize client standards as needed to align with specific requirements and preferences. Where no specific standards exist, industry standards and good utility practices will be utilized.

Substation A 69kV Scope Addition 60% Schematic IFR

To assist with project schedule, Burns & McDonnell will provide a 60% Schematic IFR submittal package which will include all below-listed deliverables. All design deliverables will be submitted in PDF format only, unless otherwise noted.

Electrical Design Deliverables

- 161kV Able Battery AC Schematic
- 161kV Able Battery DC Schematic
- 69kV AC Schematics
- 69kV Line & Breaker DC Schematics
- Updated Cable Schedule

Owner-Provided Information and Standards

To support the design, the following information and reference materials are required from the Owner:

- Interconnection Agreement
    a. Fault Current and System Ratings
    b. Load Flow/Power Flow Analysis or Equipment Ratings
    c. Short-Circuit Study
    d. Protection One-Lines and Protective Device Coordination Study
    e. Generation Metering Requirements
- Relay Standards or Requirements for Sub A, including SEL relay models.
- Existing CAD drawings and design documentation, including but not limited to existing 69kV breaker cutsheets.
- Substation Design Standards and equipment specifications
- Developer Substation layout
- Scope Delineation with Developer structure/configuration.
- Phasing from Developer Substation

Procurement Bid Development

Burns & McDonnell will divide the overall project scope into individual work packages comprised of the materials, construction, and services required to complete the project. Our procurement team, in collaboration with our design and construction personnel, will prepare the work package level specifications and scopes of work needed for each change bid package. Our procurement team will provide each change bid package to the selected preferred suppliers for the Substation A 161kV Able Battery Line Terminal Expansion project, solicit pricing,

negotiate through supplier clarifications, and prepare an evaluated bid in preparation for a future contract award should Burns & McDonnell be awarded Phase 2.

Burns & McDonnell will bid, evaluate, and present bid tabulations for the following equipment and materials:

- Three (3) 69kV Disconnect Switches
- Eight (8) 69kV relay panels
- One (1) 69kV RTU panel
- One (1) 161kV RTU panel
- Four (4) communication panels
- 69kV Substation Standard Shape Steel
- Station Materials (includes balance of required station material not included in separate subcontract packages)

Procurement packages may be split, combined, added, or removed as needed based on project scope changes, schedule, market conditions, or other factors.

Construction Bid Development

Phase 1 scope includes supporting development of change pricing for the Project construction scopes using previously selected preferred subcontractors. Burns & McDonnell will work directly with the selected electrical construction and testing/commissioning subcontractors to define revised scope, issue change-specific bid documentation, and obtain lump sum change pricing associated with the proposed scope modifications.

We will evaluate and level the subcontractor change proposals, confirm alignment with the revised scope and schedule, and provide a recommendation for incorporation into the overall Project. Change pricing efforts will be performed for the following construction packages:

- Electrical Construction
- Testing and Commissioning

Subcontract change packages may be adjusted, combined, added, or removed as needed based on project scope changes, schedule impacts, market conditions, or other project-specific considerations..

EPC Project Execution Plan

During Phase 1, Burns & McDonnell will develop the complete EPC execution plan as summarized below.

- Firm price proposal for engineering, procurement, and construction of the project
- Level 3 Schedule for full procurement and construction of the project
- EPC Project Execution Plan acceptable to Independence Power & Light. The plan will include summaries of the following components of the project:
  - Project Management
  - Detailed Engineering
  - Procurement & Material Management
  - Construction Management
  - Testing & Commissioning
  - Project Closeout and Turnover

Once the execution plan deliverables have been completed, Burns & McDonnell will facilitate a review with all IPL stakeholders. All stakeholders will review the proposed project execution plan, project pricing (costs, contingency, and fee) and project schedule. Once all stakeholders have approved the deliverables, the firm lump sum EPC contract will be signed, “closing” the book and transferring risk of execution to Burns & McDonnell.

Project Management

Burns & McDonnell’s project manager will provide general project administration, budgeting, invoicing, change management, and day-to-day management and coordination of the Burns & McDonnell team. We will develop and maintain a detailed project schedule of all key design packages within the scope of work. Burns & McDonnell will provide project updates during bi-weekly virtual meetings.

Burns & McDonnell will submit monthly progress reports including schedule updates, action item log, RFI log, change log, and invoicing updates.

Quality Control

A project done ahead of schedule is not successful if it does not meet our client's expectations for quality. At Burns & McDonnell, our quality program is driven by our technical expertise and lessons learned throughout our history. We believe that quality is the responsibility of every officer and employee at Burns & McDonnell, which is why our quality program includes a written process, continual training, and resources that dictate project excellence, including checks and balances.

Our quality control procedures include the six-step process outlined below:

- Q1 Review: Peer Review of Preliminary Project Activities
- Q2 Review: Peer Review of Intermediate Project Activities
- Q3 Review: Checking of Design & Construction Documents by Multidisciplinary Project Team
- Q4 Review: Peer Review of Final Submittals
- Q5 Review: Project Manager Review of Commercial Documents for Procurement and Contract Packages
- Q6 Review: Final Review of Procurement, Contract, and Project Packages

A full copy of the Burns & McDonnell corporate Quality Assurance Plan is available upon request. Burns & McDonnell utilizes experienced Professional Engineers to oversee each team. These individuals are responsible for sharing relevant information to their team, guiding quality control processes, and taking corrective actions wherever deficiencies are found. One such example of this is having a single point of contact for all quality design reviews. By directing all quality control activities through a central point in the team, Burns & McDonnell works to select prepared and qualified technical reviewers to perform peer-reviews of design packages.

Assumptions & Clarifications

Burns & McDonnell is committed to a flexible approach that meets the needs of this project. A thorough review of the project scope will be an important part of the kick-off meeting to confirm the scope of work outlined in this proposal meets the needs of the project. To further define the scope as currently proposed, please review the following assumptions and clarifications:

General

1. Design deliverables will be based on applicable standard/guideline revisions that are current at the time of Phase 1 award. Updates made to these design references during project execution may require additional funding and/or schedule relief to incorporate.
2. Burns & McDonnell will support in-person or on-site meetings as needed and as mutually agreed upon.
3. The proposal and schedule includes one (1) one-week design review from IPL for the 10% IFR, and one (1) two-week design review from IPL for the IFB and 60% IFR Schematic design packages.
4. Burns & McDonnell will utilize AutoCAD 2018 or newer for drawing creation and modification.
5. The project design deliverables will be developed based on the completeness and accuracy of the existing drawings and design documents provided, including information regarding the developer interface. Burns & McDonnell will not be responsible for identifying or correcting pre-existing design discrepancies on existing drawings/documents that are outside of the defined scope of work
6. Burns & McDonnell assumes the permanent access road between the future Developer's generation facility and the South 69kV bus is not included in this proposal's design scope. If requested, a conceptual access road alignment may be shown on the drawings for reference and coordination only and will not include detailed design or construction documents. The access road is considered an interface point, with final design, construction, and maintenance by others unless added by contract amendment.

Substation

1. Burns & McDonnell can provide IPL documentation for station design calculations as described in the scope of work above upon request. These submittals will provide adequate detail to verify that the calculation(s) in question was completed to industry standards. Calculations will not be provided in native file formats, as these constitute proprietary tools that have been developed by Burns & McDonnell. Included in this scope of work is to perform AC & DC Load Calculations; all other studies (grounding, lighting, lightning protection) will be done preliminarily during Phase 1 and will be finalized during Phase 2.
2. Bus model analysis will be limited to the Project scope defined as rigid bus from the connection to the 69kV box structure to the tie-in to the existing 69kV high bus, including the section of 69kV bus that runs to the generator feed.
3. This scope of work is developed based on the use of SEL-9L protective relays where indicated. At the time of proposal preparation, the SEL-9L relay has not yet been released to market and is listed by the manufacturer as preorder only, with availability currently projected for late summer or early fall of 2026. If the SEL-9L relays are not available for procurement when required to support the project schedule, substitution with an alternate relay (e.g., SEL-411L) will be required. Such a substitution will necessitate design revisions and may impact the project schedule and cost. Any redesign effort, rework, or schedule impacts resulting from changes in relay availability are excluded from this scope.
4. Upgrades to relay and relay settings of 69kV remote ends are not included in this proposal.

Schedule

Burns & McDonnell is committed to a flexible approach that meets the needs of this project. We have provided the following regarding the project schedule:

MILESTONE	TASK OWNER		WEEKS ARO
	IPL	BMcD	
Notice to Proceed	X		0
Kick-Off Meeting	X	X	2
Existing Drawings & Standards Provided	X		2
Issue 10% Design Package for IFR Review		X	2
Review Comments Returned	X		3
Issue Phase 1 Design Packages for IFB Review		X	12
Review Comments Returned	X		14
Issue Subcontract and Procurement Packages for Bid		X	16
Phase 2 Contract Presentation		X	24

Pricing

Burns & McDonnell proposes to complete the Phase 1 services on a Time and Material basis utilizing bill rates form BMR26-4. Pricing is valid for 30 days from the initial proposal submittal.

Pricing Breakdown

PACKAGE	DESCRIPTION	TOTAL COST
1	Phase 1 – Sub A Station Expansion	$350,249.00
	Total	$350,249.00

Payments

Burns & McDonnell will invoice at the end of each month in accordance with the terms and conditions as outlined in the Documents 535 and 545 comprising the EPC Progressive Design-Build Agreement between City of Independence, MO and Burns & McDonnell Engineering Company, Inc.

9400 Ward Parkway
Kansas City, MO 64114
burnsmcd.com

SHOP MAINTENANCE BUILDING

POWER PLANT

HYDROGEN STORAGE AREA

161KV CONTROL BUILDING

69KV CONTROL BUILDING

2.5 MVA 14.4/2.4 KV TRANS. T2A

PLANT AUX.#1

20 MVAR CAP BANK #1

13.8/2.4KV TRANSF. NO.T3A 4.2 MVA

68/14.4 KV TRANSF. NO.T3 62 MVA

69/14.4 KV TRANSF. NO.T2 28 MVA

69/2.4 KV STATIC TRANSF. NO.T4 2.5 MVA

SEE DETAIL 1

DUCT TRENCH

DWG. AY370

DWG. AY370

MANHOLE 1

DRAWING UPDATE

SHIELD WIRE

(1) CCVT

CABLE TRENCH

NORTH BUS

SOUTH BUS

ECKLES ROAD/ BLUE MILLS 161KV LINE

ABLE BATTERY 161KV LINE

STATIC LINE OPGW

SUB M 161KV LINE

STATIC LINE

PCB A-161-17

PCB A-161-23

PCB A-161-14

PCB A-161-37

PCB A-161-34

PCB A-161-31

FUTURE PCB

INSULATOR MTD. ON CCVT STANDS

3 CCVTS

XFMR 6

XFMR 8

XFMR 7

XFMR L1

XFMR 9

PCB A-069-802

PCB A-069-401

PCB A-069-301

PCB A-069-101

PCB A-069-601

PCB A-069-805

PCB A-069-704

PCB A-069-502

PCB A-069-407

PCB A-069-204

PCB A-069-304

PCB A-069-104

PCB A-069-404

PCB A-069-904

PCB A-161-25

SUB "L"

TO SUB L2

FO

"A-H"

"A-J"

"A-B"

"A-K"

"A-P"

"A-LAKE C."

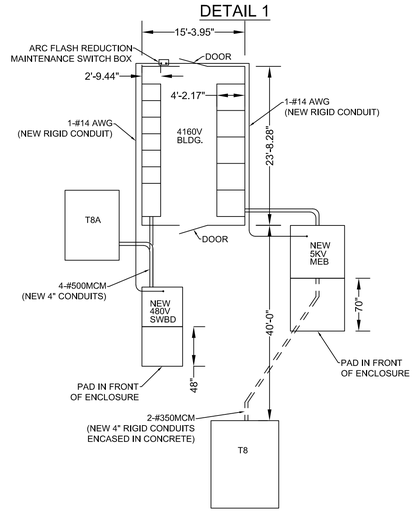
new cable trench

existing cable trench confirmed at site visit

SCALE: NONE

NORTH

DETAIL 1



LEGEND	
—FO—	FIBER OPTIC CABLE

PRELIMINARY
NOT FOR CONSTRUCTION

NOTES:

1. CONTRACTOR TO INSTALL SPLICE CANNISTERS 8'-0" ABOVE FINISH GRADE.
2. INSTALL A 50' STORAGE LOOP WITH EACH SPLICE CANNISTER.

REV.	DATE	DESCRIPTION	BY	APPD.
C	10/22/25	ISSUED FOR BID	CAW	CAW	SPK
B	9/23/25	ISSUED FOR 30% REVIEW	CAW	CAW	SPK
A	6/20/25	ISSUED FOR 10% REVIEW	CAW	CAW	SPK

BURNS McDONNELL
PROJECT # 184726

REV.	DATE	DESCRIPTION	BY	APPD.
8	XX-XX-XX	ABLE BATTERY LINE TERMINAL ADDITION	-	-
7	04-16-23	PROJECT# 202110 - INSTALL 20MVAR CAP BANK AS-BUILT	BMcD	BMcD
6	12-08-21	PROJECT# 202110 - INSTALL 20MVAR CAP BANK	BMcD	BMcD
5	08-14-18	UPDATED LAYOUT	NH	PB
4	09-18-12	TRANSFORMER DESIGNATIONS UPDATE	DR	DT
3	06-11-12	TRANSFERRED TO NEW IPL BORDER	DR	REV

DRAWN BY: PDL
APPD.: SFG
DATE: 12/1999
CAD NAME: AP001.DWG
SCALE: AS NOTED

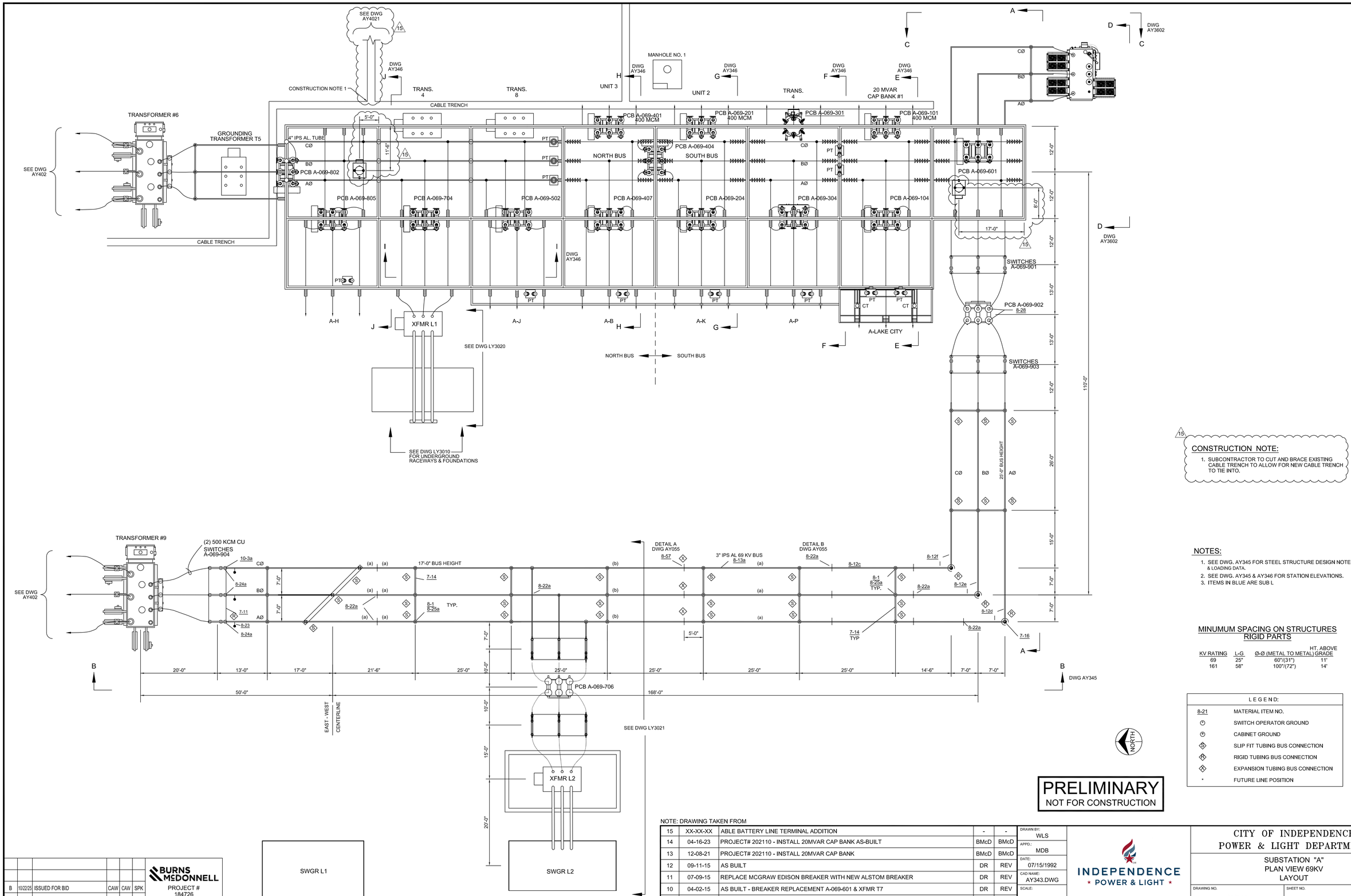
INDEPENDENCE ★ POWER & LIGHT ★

CITY OF INDEPENDENCE
POWER & LIGHT DEPARTMENT

SUBSTATION "A"

PLOT PLAN

DRAWING NO.	SHEET NO.	REV NO.
AP001	1 OF 1	8



CONSTRUCTION NOTE:

1. SUBCONTRACTOR TO CUT AND BRACE EXISTING CABLE TRENCH TO ALLOW FOR NEW CABLE TRENCH TO TIE INTO.

NOTES:

1. SEE DWG. AY345 FOR STEEL STRUCTURE DESIGN NOTES & LOADING DATA.
2. SEE DWG. AY345 & AY346 FOR STATION ELEVATIONS.
3. ITEMS IN BLUE ARE SUB L

MINUMUM SPACING ON STRUCTURES RIGID PARTS

KV RATING	L-G	Ø-Ø (METAL TO METAL)	HT. ABOVE GRADE
69	25"	60"/(31")	11'
161	58"	100"/(72")	14'

LEGEND:	
8-21	MATERIAL ITEM NO.
	SWITCH OPERATOR GROUND
	CABINET GROUND
	SLIP FIT TUBING BUS CONNECTION
	RIGID TUBING BUS CONNECTION
	EXPANSION TUBING BUS CONNECTION
*	FUTURE LINE POSITION

NORTH

PRELIMINARY
NOT FOR CONSTRUCTION

NOTE: DRAWING TAKEN FROM

REV.	DATE	DESCRIPTION	BY	APPD.
15	XX-XX-XX	ABLE BATTERY LINE TERMINAL ADDITION	-	-
14	04-16-23	PROJECT# 202110 - INSTALL 20MVAR CAP BANK AS-BUILT	BMcD	BMcD
13	12-08-21	PROJECT# 202110 - INSTALL 20MVAR CAP BANK	BMcD	BMcD
12	09-11-15	AS BUILT	DR	REV
11	07-09-15	REPLACE MCGRAW EDISON BREAKER WITH NEW ALSTOM BREAKER	DR	REV
10	04-02-15	AS BUILT - BREAKER REPLACEMENT A-069-601 & XFMR T7	DR	REV

REV.	DATE	DESCRIPTION	BY	APPD.
B	10/22/25	ISSUED FOR BID	CAW	CAW	SPK
A	9/23/25	ISSUED FOR 30% REVIEW	CAW	CAW	SPK

BURNS McDONNELL
PROJECT # 184726

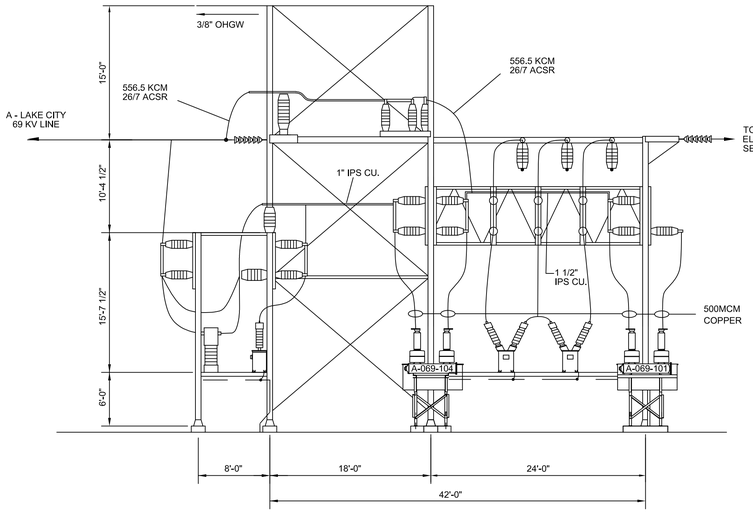
DRAWN BY: WLS
APPD.: MDB
DATE: 07/15/1992
CAD NAME: AY343.DWG
SCALE: 3/32" = 1'-0"

INDEPENDENCE POWER & LIGHT

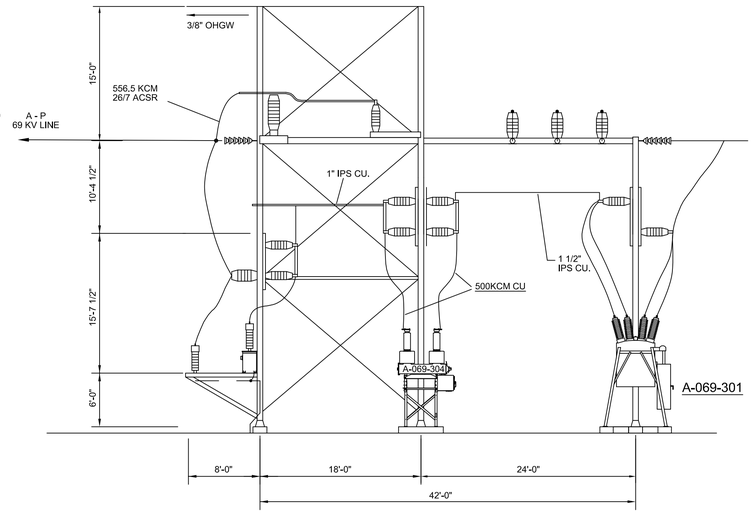
CITY OF INDEPENDENCE
POWER & LIGHT DEPARTMENT

SUBSTATION "A"
PLAN VIEW 69KV
LAYOUT

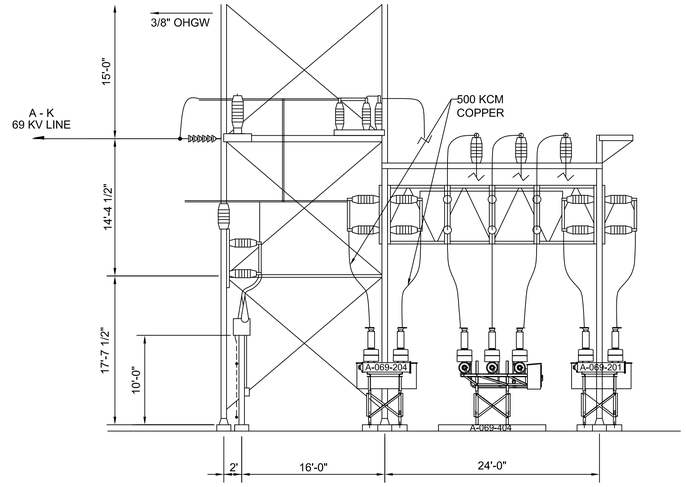
DRAWING NO.	SHEET NO.	REV NO.
AY343	1 OF 1	15



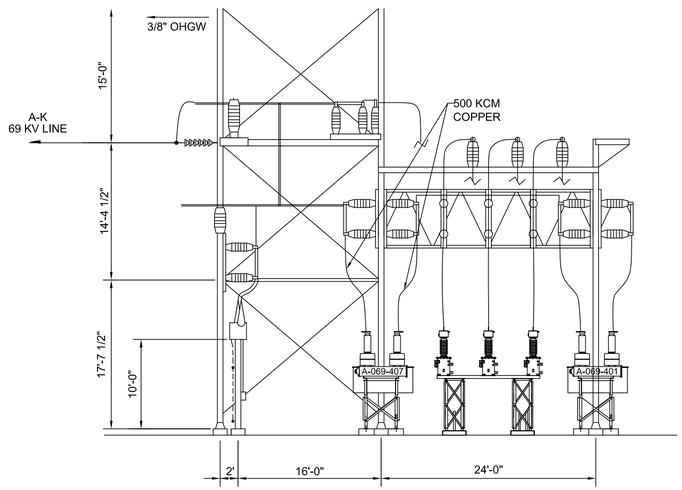
ELEVATION E - E
A-069-104, A-069-101, S. BUS PT's
SEE DWG AY343



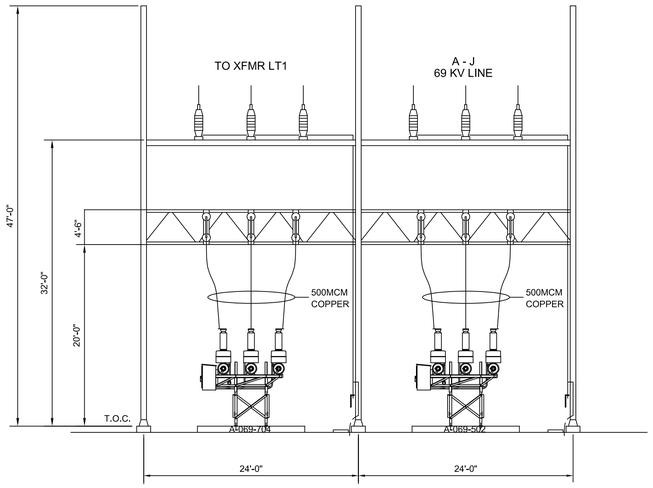
ELEVATION F-F
A-069-304, A-069-301
SEE DWG AY343



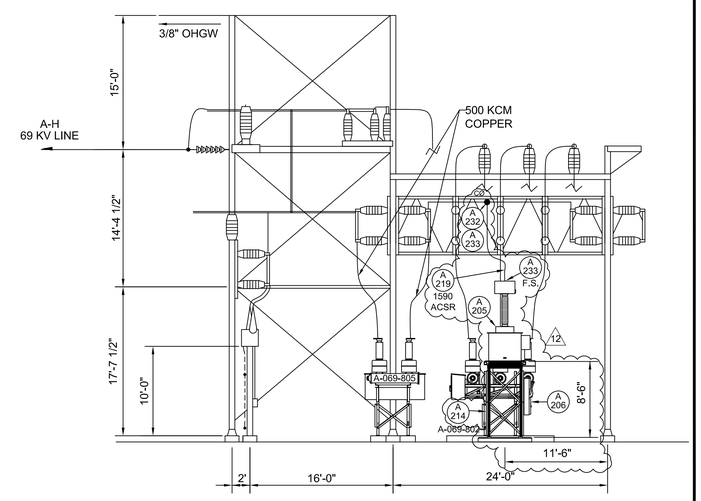
ELEVATION G - G
A-069-204, A-069-201, A-069-404
SEE DWG AY343



ELEVATION H - H
A-069-407, A-069-401, N. BUS PT's
SEE DWG AY343



ELEVATION I - I
A-069-704, A-069-502
SEE DWG AY343



ELEVATION J - J
A-069-805, A-069-802
SEE DWG AY343

PRELIMINARY
NOT FOR CONSTRUCTION

LEGEND:

8-21	MATERIAL ITEM NO. TO BE INSTALLED (HIDDEN ON LAYER 12)
	SWITCH OPERATOR GROUND (DWG. AY056)
	CABINET GROUND (DWG. AY057)
	SLIP FIT TUBING BUS CONNECTION
	RIGID TUBING BUS CONNECTION
3	EXPANSION TUBING BUS CONNECTION
A XXX	BILL OF MATERIAL CALLOUT. SEE INCLUDED MATERIAL SPREADSHEET.

NOTE: DRAWING TAKEN FROM

REV.	DATE	DESCRIPTION	BY	APPD.
12	XX-XX-XX	ABLE BATTERY LINE TERMINAL ADDITION	BMcD	BMcD
11	04-16-23	PROJECT# 202110 - INSTALL 20MVAR CAP BANK AS-BUILT	BMcD	BMcD
10	12-08-21	PROJECT# 202110 - INSTALL 20MVAR CAP BANK	BMcD	BMcD
9	04-02-15	AS BUILT-BREAKER REPLACEMENT A-069-601 & XFMR T7	DR	REV
8	03-15-14	BREAKER REPLACEMENT A-069-301 JO41936	DR	REV
7	11-15-13	CONFORMING TO CONSTRUCTION RECORDS BKR A-069-404	DR	REV

REV.	DATE	DESCRIPTION	BY	APPD.
B	10/22/25	ISSUED FOR BID	CAW	CAW	SPK
A	9/23/25	ISSUED FOR 30% REVIEW	CAW	CAW	SPK

BURNS McDONNELL
PROJECT # 184726

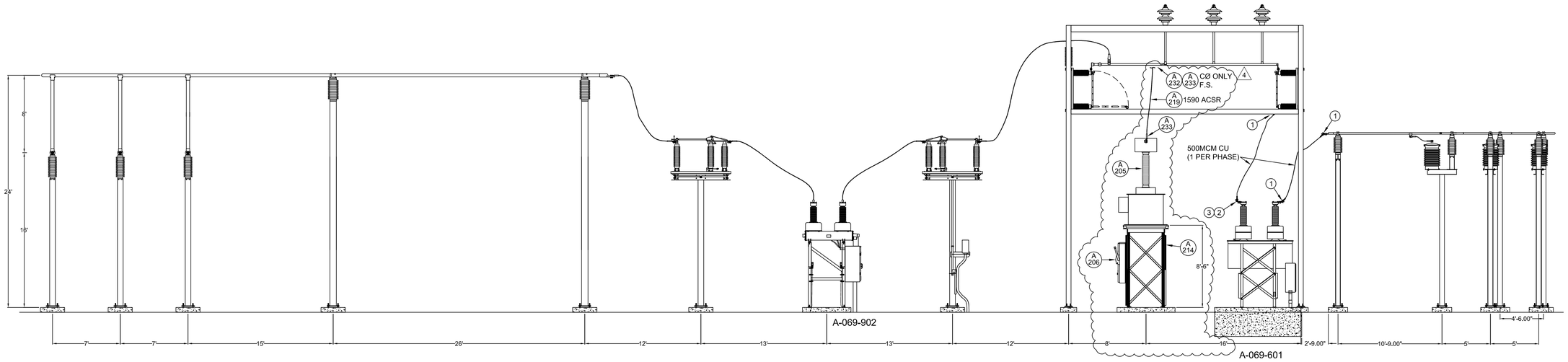
DRAWN BY: LBH
APPD.: MDB
DATE: 10/14/1992
CAD NAME: AY346.DWG
SCALE: 1/8" = 1'-0"

INDEPENDENCE
POWER & LIGHT

CITY OF INDEPENDENCE
POWER & LIGHT DEPARTMENT

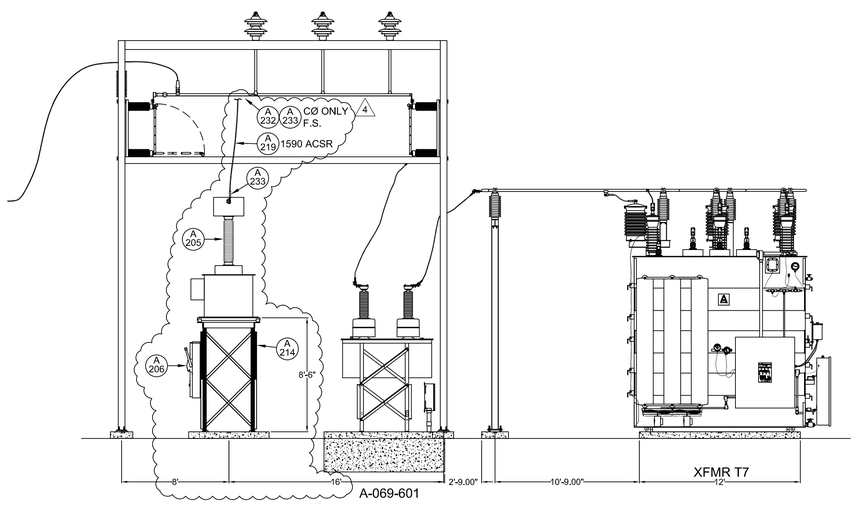
SUBSTATION "A"
BKRS 104, 101, 304, 805, & 802 ELEVATIONS
LAYOUT

DRAWING NO.	SHEET NO.	REV NO.
AY346	1 OF 1	12

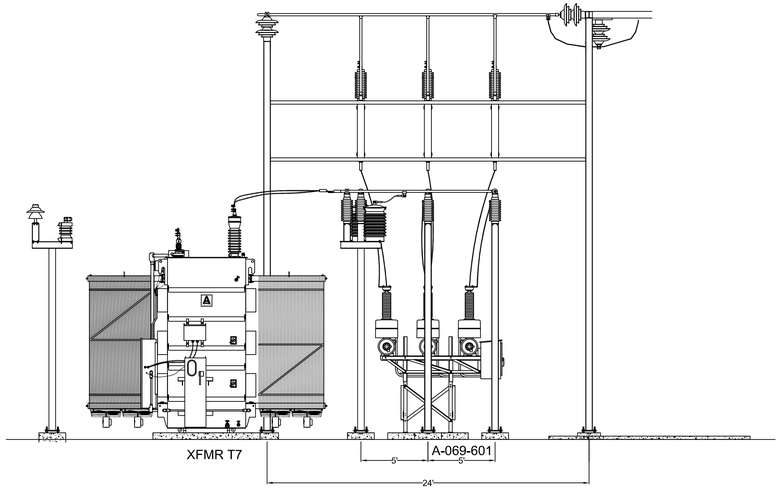


VIEW A - A
SEE DWG AY343

BILL OF MATERIAL					
BOM	QTY BOM	UNITS	DESCRIPTIONS	MANUFACTURER OR EQUAL	CATALOG NUMBER
1	9	EA	BRONZE BOLTED CABLE-TO-FLAT 45° ANGLE	ANDERSON	SWH-80-C-Y45
2	3	EA	BRONZE BOLTED CABLE-TO-FLAT	ANDERSON	SWH-80-C
3	3	EA	BRONZE BOLTED FLAT-TO-FLAT 90° ANGLE		



VIEW D - D
SEE DWG AY343



VIEW C - C
SEE DWG AY343

PRELIMINARY
NOT FOR CONSTRUCTION

LEGEND

4

A XXX — BILL OF MATERIAL CALLOUT. SEE MATERIAL SPREADSHEET.

NOTE: DRAWING TAKEN FROM

REV.	DATE	DESCRIPTION	BY	APPD.
4	XX-XX-XX	ABLE BATTERY LINE TERMINAL ADDITION	-	-
3	09-11-15	AS BUILT	DR	REV
2	07-14-15	REPLACE MCGRAW EDISON BREAKER WITH NEW ALSTOM BREAKER	DR	REV
1	04-02-15	AS BUILT - BREAKER REPLACEMENT A-069-601 & XFMR T7	DR	REV
0	11/18/14	CREATED NEW DWG USING PART OF AY345 AND ADDING XFMR T7, NEW A-069-601	DR	REV

REV.	DATE	DESCRIPTION	BY	APPD.
B	10/22/25	ISSUED FOR BID	CAW	CAW	SPK
A	9/23/25	ISSUED FOR 30% REVIEW	CAW	CAW	SPK

BURNS McDONNELL
PROJECT # 184726

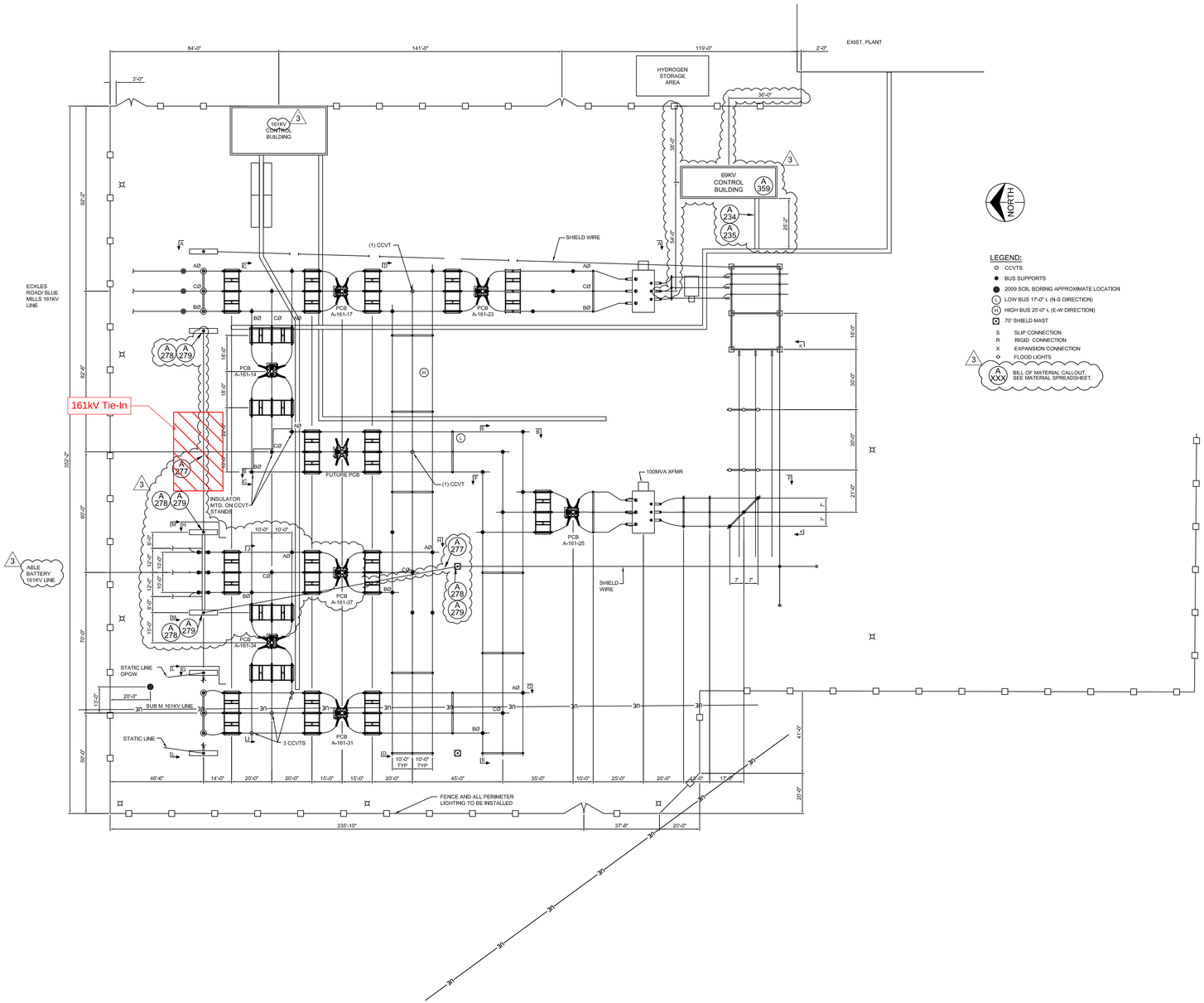
DRAWN BY: DR
APPD.: REV
DATE: 11/18/2014
CAD NAME: AY3602-3.DWG
SCALE: 3/16" = 1'-0"

IPL Independence Power & Light

CITY OF INDEPENDENCE
POWER & LIGHT DEPARTMENT

SUBSTATION "A"
BKR A-069-601 AND XFMR T7 ELEVATION VEIWS
YARD AND STRUCTURE LAYOUT

DRAWING NO. AY3602
SHEET NO. 1 OF 1
REV 4



LEGEND:

- CCVTS
- BUS SUPPORTS
- 2009 SOIL BORING APPROXIMATE LOCATION
- (L) LOW BUS 17'-0" ι (N-S DIRECTION)
- (H) HIGH BUS 25'-0" ι (E-W DIRECTION)
- 70' SHIELD MAST
- S SLIP CONNECTION
- R RIGID CONNECTION
- X EXPANSION CONNECTION
- FLOOD LIGHTS
- 3 / A XXX — BILL OF MATERIAL CALLOUT, SEE MATERIAL SPREADSHEET.

PRELIMINARY
NOT FOR CONSTRUCTION

NOTE: DRAWING TAKEN FROM WERTHMAN ENGINEERING: AY412

REV.	DATE	DESCRIPTION	BY	APPD.
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
3	XX-XX-XX	ABLE BATTERY LINE TERMINAL ADDITION	-	-
2	11-21-12	CHANGED DWG NO FROM AY402A	DR	REV
1	12-23-11	CONFORMING TO CONSTRUCTION RECORDS	DLS	SMS

DRAWN BY:	TLC			
APPD.:	SMS			
DATE:	12/16/11			
CAD NAME:	AY4021.DWG			
SCALE:	N.T.S.			

B	10/22/25	ISSUED FOR BID	CAW	CAW	SPK
A	9/23/25	ISSUED FOR 30% REVIEW	CAW	CAW	SPK

BURNS McDONNELL
PROJECT # 184726

INDEPENDENCE ★ POWER & LIGHT ★

CITY OF INDEPENDENCE
POWER & LIGHT DEPARTMENT

SUBSTATION "A"
161KV PLAN VIEW
LAYOUT

DRAWING NO.	SHEET NO.	REV NO.
AY4021	1 OF 1	3

Richelieu Sese

From: Ricky de Aragon
Sent: Wednesday, May 13, 2026 3:18 PM
To: Jessica Fett
Cc: Joseph Hegendeffer; Jennifer Sawyer; Briana Jarvis
Subject: Re: Approval Requested - Burns & McDonnell $350,249.00

I have reviewed and approve.

Get Outlook for iOS

From: Jessica Fett <jfett@indepmo.org>
Sent: Wednesday, May 13, 2026 1:20:13 PM
To: Ricky de Aragon <rdearagon@indepmo.org>
Cc: Joseph Hegendeffer <jhegendeffer@indepmo.org>; Jennifer Sawyer <jsawyer@indepmo.org>; Briana Jarvis <BJarvis@indepmo.org>
Subject: Approval Requested - Burns & McDonnell $350,249.00

Req, Proposal and Sole Source form are attached. This is for the 69kV addition at Sub A. Council coversheet will be sent out later this week for review. I believe we would need to provide the background info to Rich by Friday 5/15 to be on the 6/1/26 council agenda; I'm verifying with Rich. Let me know if you have any questions.

Independence Power & Light Department

Date Submitted:	05/13/26	Date Required:		Submitted by:	Fett	
FOB: q ppd & add. q frt pd. q pick up		Requisition Numl		P.O. Number:		
Purpose:	Sub A 69kV Addition					

Item No.	Description	Unit Cost	Quantity	Total Cost	Account Numbers	
					Budget Account No.	FERC No.
1	Design services (phase 1) for reconfiguration of the 69kV south bus. Scope will include relocation of exising breakers, new bus supports, new 69kV relay panels and separation of the north and south bus differential relays. Design is phase 1 with the intent to utilize B&M services for Procurement and Construction as Phase 2.	$ 350,249.00	1	$ 350,249.00	202308	
				$ -		
	A/E qualified Vendor			$ -		
				$ -		
				$ -		
	Total			$ 350,249.00		

Suggested Vendors: (name and address)

1	Burns & McDonnell, 9400 Ward Parkway, Kansas City MO 64114
2	Attn: Spencer Ferguson, stferguson@burnsmcd.com, 816-627-3384
3	

This form is to be used when ordering any items over $2,500 or if this is an emergency request. FOB must be marked. If this is an emergency request, please attach a memo of explanation and justification which will satisfy any questions.

Approved by: Date:

INDEPENDENCE
★ POWER & LIGHT ★

Jessica Fett
Engineer III

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

21500 E Truman Rd.
Independence, MO 64051

INDEPENDENCE
★ FINANCE & ADMINISTRATION ★

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

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

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

Proposed supplier name and address:	**Munis Vendor ID #:**
Burns & McDonnell Engineering Company, Inc. 9400 Ward Parkway, KCMO 64114	**Or attach Supplier's W-9 Form**
Purchase Requisition #:	**Estimated Cost: $** $350,249.00

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

☐ **Licensed or patented –** supplier has a license or patent that makes them the Limited provider.
☐ **One-of-a-kind –** there are no competitive alternatives available on the market
☐ **Limited Distributor –** Supplier is the limited distributor for the region or municipality
☐ **Compatibility –** must match existing brand or equipment for compatibility
☐ **Warranty / Replacement part -** for a specific brand or factory authorized warranty service
☐ **Grant –** Requirements for specific goods / services established in the grant language. Attach grant for support
☐ **Unique design –** must meet physical design or quality standards.
☐ **Public Utility Services –** Necessary adjustment of utility facilities
☑ **Other -** Continuity in service allowing reduced costs; A/E approved vendor; necessary to meet the planned outage schedule.

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

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

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

Progressive Design-Build Agreement

As modified by the Parties

.

Document No. 545
Second Edition, 2022

© Design-Build Institute of America
Washington, D.C.

© 2022 Design-Build Institute of America

Progressive Design-Build Agreement

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

This **AGREEMENT** is made as of the Twenty-eighth day of May in the year of 2026, by and between the following parties, for services in connection with the Project identified below:

OWNER: City of Independence, Missouri

DESIGN-BUILDER: Burns & McDonnell Engineering Company, Inc.

PROJECT: Substation A – 69kV Scope Addition

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

© 2022 Design-Build Institute of America

Article 1

Design-Builder's Services and Responsibilities

1.1 General Services.

1.1.1 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project as set forth in Exhibit A. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications and other technical materials and requirements prepared by or for Owner.

1.1.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an additional service for which additional compensation shall be paid by Owner to Design-Builder. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

1.2 Phased Services.

1.2.1 Phase 1 Services. Design-Builder shall perform the services of design, pricing and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 1.1 hereof, as set forth in Exhibit B, Phase 1 Scope of Services & Deliverables. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 1.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 6.0 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Phase 1 Scope of Services & Deliverables (either as a percentage of design completion or by defined deliverables).

1.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall be described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Article 1.3. The Parties may agree to Construction Phase Services prior to entering into a Contract Price Amendment for the entire Phase 2 work ("Early Works Packages"). Such Early Works Packages will set forth the scope of work and the terms and conditions under which they will be performed and will constitute separate contracts for services until a Contract Price Amendment is entered into, at which time, they will be subsumed into, and become a part of, the Contract Price Amendment.

1.3 Contract Price Proposal. Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price, based on Lump Sum.

1.3.1 The Proposal shall include the following:

1.3.1.1 The Contract Price based on a Lump Sum;

© 2022 Design-Build Institute of America

1.3.1.2 The Basis of Design Documents which will be attached as an Exhibit to the Proposal;

1.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

1.3.1.4 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

1.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

1.3.1.6 If applicable, a schedule of alternate prices;

1.3.1.7 If applicable, a schedule of unit prices;

1.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price, Contract Time(s), or both;

1.3.1.9 Not used.

1.3.1.10 If applicable, Performance Incentives;

1.3.1.11 The time limit for acceptance of the Proposal; and

1.3.1.12 A permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.

1.3.2 Review and Adjustment to Proposal.

1.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.

1.3.2.2 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.

1.3.2.3 Failure to Accept the Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

i Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be

© 2022 Design-Build Institute of America

deemed accepted and the parties shall proceed in accordance with Section 1.3.2.3 above; or

Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise its above option, or fails to respond, the Proposal within time frame set forth therein, then this Agreement shall be deemed completed. If Owner terminates the relationship with Design-Builder under Section 1.3.2.3, or if this Agreement is deemed completed under this paragraph, then Design-Builder shall have no further liability or obligations to Owner to perform under this Agreement. Should the Owner choose to exercise its termination rights or the Agreement be considered completed pursuant to this Section, Owner's use of Work Product shall be in accordance with Article 4.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder*, attached hereto and as modified by the Parties (2022 Edition) ("General Conditions of Contract");

2.1.2 The Contract Price Amendment referenced in Section 1.3.2.2 herein or the Proposal accepted by Owner in accordance with Section 1.3 herein;

2.1.3 This Agreement, including all exhibits set forth in Article 11;

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

2.1.6 The following additional documents, if any: (none specified)

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 1.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall informally attempt to resolve such ambiguity, conflict or inconsistency, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1.

© 2022 Design-Build Institute of America

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price, Contract Time(s), or both, to the extent Design-Builder's cost, time of performance, or both have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

3.6 In the event of some ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them and nothing shall be construed against or in favor of one party based on it being deemed the sole author.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights or patents, including any Architectural Works, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of this Project only, conditioned on Owner's express understanding that its use or alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on Owner's obligation to provide the indemnity set forth in Section 4.5 herein. The Work Product cannot be used for other projects without Design-Builder's express written consent and appropriate compensation and agreement on terms of use and indemnity.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on Owner's obligation to provide the indemnity set forth in Section 4.5 herein, and

4.3.2 In the event Owner resumes the Project through its employees, agents, or third parties, and in so doing uses the Work Product pursuant to its rights set forth above in Sections 4.2 and 4.3, Owner agrees to pay Design-Builder an additional sum equal to the reasonable value of the Work Product it uses in so doing.

© 2022 Design-Build Institute of America

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall**,** to the fullest extent permitted by applicable law**,** defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

4.6 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design-Builder's rights.

4.7 The Owner shall not utilize the Documents, designs, or specifications furnished by Design-Builder to solicit bids or obtain negotiated prices from other contractors, except in the event of termination of the Agreement as set forth in 4.3 or 4.4 above.

4.8 This Article 4 shall survive any termination of this Agreement by either Party.

Article 5

Contract Time

5.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing. Execution of this Agreement by Owner shall be considered Notice to Proceed with Phase 1 Services. Notice to Proceed with Phase 2 Services shall be considered granted if Owner does not deliver a formal Notice to Proceed in Phase 2 within 90 days of acceptance of the Contract Price Amendment or termination of services prior to delivery of Notice to Proceed in Phase 2.

5.2 Completion of Phase 1 Activities: Phase 1 deliverables and activities will be completed on or before the dates established in Exhibit B – Phase 1 Scope of Services & Deliverables.

5.3 Substantial Completion and Final Completion.

5.3.1 Substantial Completion of the entire Work shall be achieved no later than the date established in the Phase 2 Contract Price Amendment Proposal.

5.3.2 Substantial Completion shall be defined as set out in the General Conditions.

5.3.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

© 2022 Design-Build Institute of America

5.3.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the Agreement and General Conditions of Contract.

5.3.5 If the Design-Builder is delayed in the progress of this Project by acts or neglect by the Owner, its employees, separate contractors employed by Owner, or by tenants, tenants' separate contractors or subcontractors employed by the tenant, governmental action, right of way users, easement holders or by change orders in the Work not caused in any part by the fault of the Design-Builder; then the Contract Time for completion shall be extended, and the Contract Amount shall be equitably adjusted by a written Change Order.

5.3.6 Where the Design-Builder reasonably establishes that delays as set forth above or that are caused by shortage of labor, strikes, lockout, tornado, flood, wind damage, fire, unusual delay in transportation, adverse weather conditions beyond the quantity of lost days anticipated in the Project Schedule per "Exhibit I" to the Contract Price Amendment, Anticipated Lost Days to Inclement / Adverse Weather, explosion, sabotage, accidents, riots, civil commotion, acts of war, casualty, international trade dispute, changes in Legal Requirements, condemnation, or other Force Majeure events beyond the Design-Builder's reasonable control impact the cost, Contract Time, or both, the Design-Builder shall be entitled to an increase in the Contract Price and an appropriate extension of the Contract Time. Design-Builder shall provide written notice of the existence of such cause of delay, together with back-up documentation that verifies the impact in accordance with the Contract Documents.

5.3.7 For purposes of determining weather delays, the parties shall use "Exhibit I," Anticipated Lost Days to Inclement / Adverse Weather submitted with the Contract Price Proposal. The days shown on "Exhibit I" shall not accumulate month-to-month, but are to be used for determining only the anticipated adverse weather in a given month. Adverse weather for a period of two (2) hours on any day shall constitute one complete day since crews sent home are not able to be re-called once they abandon the Work. Adverse weather days shall also include those days when site conditions are such that Work cannot be performed, or cannot be performed efficiently, due to adverse weather on the preceding day or days (including a weekend) which impact on site conditions.

5.4 Time. Owner and Design-Builder mutually agree that time is important with respect to the dates and times set forth in the Contract Documents.

5.5 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by (10) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner three thousand Dollars ($3,000.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.6 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates (if any) or Final Completion.

Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement shall be Thirty-five thousand twenty-four Dollars ($35,025.00). Phase 2 pricing is not included herein and shall be incorporated in the Contract Price Amendment, at which time the maximum aggregate liability shall be revised accordingly.

5.7 Early Completion Bonus. – Not Used

5.8 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of

© 2022 Design-Build Institute of America

the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall be entitled to an increase in the Contract Price.

5.9 Owner's Review Time. The parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.9.1 Owner shall have a minimum of ten business days of receipt by Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

5.9.2 Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule and any updates thereto within no more than twenty business days of receipt by Owner.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of Three Hundred and Fifty Thousand Two Hundred and Fourty-Nine Dollars ($350,249) for the Phase 1 Services, plus the allowances identified in "Exhibit B – Phase 1 Scope of Services & Deliverables", subject to adjustments made in accordance with the General Conditions of Contract. Phase 1 Services will be completed on a Time and Material basis. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.1.2 For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to the Lump Sum amount set forth in the Contract Price Amendment and any adjustments made in accordance with the General Conditions of Contract.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of ten percent (10%) of the additional costs incurred for that Change Order. In addition to mark-up for Fee, Design-Builder shall be entitled to mark-up for insurance and bond (if bonded Project) in an amount of Four percent (4%). Neither Design-Builder's Fee nor insurance and bond shall be reduced due to deductive Change Orders issued by Owner.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

No additional reduction to account for Design-Builder's Fee, general conditions costs, design services cost, or any other markup.

6.3 Allowance Items and Allowance Values.

© 2022 Design-Build Institute of America

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Proposal or Phase 2 Cost Proposal.

6.3.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advance authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.3.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

6.3.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.3.6 Whenever an Allowance Item causes a delay to the Contract Time, Design-Builder is entitled to an adjustment of the Contract Time(s) and Contract Price by Change Order relating to such delay.

Article 7

Procedure for Payment

7.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder:

7.1.1 Design-Builder will submit an Application for Payment to Owner each month based on Work completed during the period since the last Application for Payment was submitted.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment.

7.2 Contract Price Progress Payments.

7.2.1 Design-Builder shall submit to Owner on the tenth (10th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.2.2 Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

© 2022 Design-Build Institute of America

7.2.3 If Design-Builder's Fee under Section 6.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.3 Retainage on Progress Payments.

7.3.1 Owner will retain five percent (5%) of the Contract Price in Phase 2, exclusive of design fees and equipment costs, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Work completed early in the Project.

7.3.1 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.5 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of One and One-half percent (1.5%) per month until paid.

7.6 Record Keeping and Finance Controls. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Design-Builder will retain these records. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by Owner and Design-Builder as part of this Agreement is not subject to audit.

Article 8

Termination for Convenience

8.1 Upon Ten (10) days' written notice to Design-Builder, Owner may for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All services performed and Work executed and for loss, cost, or expense in connection with the services and Work;

© 2022 Design-Build Institute of America

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors, Suppliers and Design Consultants; and

8.2 In addition to the amounts set forth in Section 8.1 above and Section 11.6.1 of the General Conditions, Design-Builder shall be entitled to receive one of the following as applicable:

8.2.1 If Owner terminates this Agreement prior to commencement of construction and after execution of the Contract Price Amendment, Design-Builder shall be paid in full for the Phase 1 services already rendered plus ten percent (10%) of the remaining balance of the Contract Price.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents, separate contractors, or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Name: Joseph Hegendeffer

Title: Director

Address: 21500 E Truman Road, Independence, MO 64051

Telephone No.:

Email: jhegendeffer@indepmo.org

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Name: Jessica Fett

Title: Engineer III

Address: 21500 E Truman Road, Independence, MO 64051

Telephone No.: 816-206-6077

Email: jfett@indepmo.org

9.1.3 The Owner represents and warrants to Design-Builder that owner, if not the true owner of the real property upon which the Project is to be built, is the agent of the true owner, with express legal authority to enter into this Agreement for the purpose of improving that real property. The

© 2022 Design-Build Institute of America

property cannot be used for the purpose intended by this Agreement without the making of the improvements described herein.

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Name: Adam Roth

Title: Authorized Representative

Address: 9400 Ward Parkway, Kansas City, MO 64114

Telephone No.: 816-995-9221

Email: aroth@burnsmcd.com

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Name: Spencer Ferguson

Title: Authorized Representative

Address: 9400 Ward Parkway, Kansas City, MO 64114

Telephone No.: 816-627-3384

Email: stferguson@burnsmcd.com

© 2022 Design-Build Institute of America

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth here and in accordance with Article 5 of the General Conditions of Contract.

TYPE:	REQUIRED LIMITS:
1. *Worker's Compensation Insurance:*	*Statutory Amount*
2. *Employer's Liability:*	*$500,000 policy limit by disease,* *$500,000 each accident* *$500,000 each employee by disease*
3. *Commercial General Liability (CGL):*	
General Aggregate:	*$2,000,000*
Completed Operations Aggregate:	*$2,000,000*
Limit Per Occurrence:	*$1,000,000*
4. *Automobile Liability: (Hired, Owned & Non-Owned Included)*	
Combined Single Limit Per Accident:	*$1,000,000*

5. *All Builder's Risk: limits equal to the Completed Value of Project Work. This policy shall be in place during construction of the Work until Substantial Completion of the Work. Owner, subcontractors of every tier, including suppliers, vendors, and manufacturers, architects and engineers shall be included as an additional insured but only to the extent of their interests while on site. This policy shall include a waiver of subrogation in favor of Owner. Owner is responsible for deductibles. Should any portion of the Work be deemed uninsurable and/or insurance unobtainable under the all-risk Builders Risk policy Design-Builder would expect the Owner to assume responsibility of any loss in excess of coverage, limits, and uncovered losses to the Work and the Project scope.*

6. *Professional Liability:*	
Per Claim:	*$1,000,000*
Aggregate:	*$1,000,000*

10.2 Bonds. Design-Builder shall provide the following performance bond and labor and material payment bond.

Performance Bond.

☒ Required ☐ Not Required

Payment Bond

☒ Required ☐ Not Required

© 2022 Design-Build Institute of America

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

11.1.1 Sole Governance of the Work. Where this Agreement is entered into subsequent to the Design-Builder beginning performance of the Work for the Project including, preconstruction services provided under the Preliminary Design-Build Agreement, the parties acknowledge and agree that this Agreement is intended to and shall govern all Work provided by the Design-Builder for the Project, whether initiated or performed prior or subsequent to the execution of this Agreement, and that this Agreement is intended to and shall supersede and replace any and all prior agreements whether written or oral for the subject matter set forth in this Agreement.

11.2 Listing of Exhibits and documents incorporated herein:

Exhibit A – Owners Project Criteria (not used)
Exhibit B – Phase 1 Scope of Services & Deliverables
Exhibit C – Project Execution Plan (Reserved for Future Award)
Exhibit D – Contract Price Amendment (Reserved for Future Award)
Exhibit E – Design-Builder Rates (Reserved for Future Award)
Exhibit F – Milestone Payment Schedule (Reserved for Future Award)
Exhibit G – Project Schedule (Reserved for Future Award)
Exhibit H – Forms (Reserved for Future Award)
Exhibit I – Anticipated Lost Days to Adverse Weather (Reserved for Future Award)
Exhibit J – Drawings and Specifications (Reserved for Future Award)
DBIA 535 - General Conditions of Contract

Article 12

Limitation of Liability

12.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract or warranty (express or implied), shall not exceed the lesser of fifty percent (50%) of the Contract Price or (2) if Owner terminates the Project prior to Substantial Completion, the total compensation received by Design-Builder under the Agreement as of the date of termination. The parties agree that specific consideration has been given by Design-Builder for this limitation and that it is deemed adequate, and that it has been bargained for and based upon generally accepted industry loss experience.

© 2022 Design-Build Institute of America

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

_____
(Name of Owner)

_____
(Signature)

_____
(Printed Name)

_____
(Title)

Date:_____

DESIGN-BUILDER:

Burns & McDonnell Engineering Company, Inc.
(Name of Design-Builder)

(Signature)

Abe Assefa
(Printed Name)

EPC Project Manager
(Title)

Date: May 28, 2026

© 2022 Design-Build Institute of America

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Document No. 535
Third Edition, 2022

© Design-Build Institute of America
Washington, D.C.

DBIA
DESIGN-BUILD
INSTITUTE OF AMERICA

TABLE OF CONTENTS

Article Name **Page**

Article 1 General 1

Article 2 Design-Builder's Services and Responsibilities 3

Article 3 Owner's Services and Responsibilities 9

Article 4 Hazardous Conditions and Differing Site Conditions 11

Article 5 Insurance and Bonds 12

Article 6 Payment 14

Article 7 Indemnification 17

Article 8 Time 19

Article 9 Changes to the Contract Price and Time 19

Article 10 Contract Adjustments and Disputes 21

Article 11 Stop Work and Termination 23

Article 12 Electronic Data 26

Article 13 Miscellaneous 28

Article 1

General

1.1 Mutual Obligations.

1.1 *Owner and Design-Builder* intend at all times to cooperate with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions.

1.2.1 *Affiliate Personnel* means the employees of affiliated entities of Design-Builder including Burns & McDonnell Engineering India Pvt., Ltd., AZCO, Inc., AZCO Construction, Inc., and Ref-Chem, L.P.

1.2.2 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 545, *Progressive Design-Build Agreement as modified by the partes*.

1.2.3 *Basis of Design Documents* are those documents specifically listed in, as applicable, the Contract Price Amendment as being the "Basis of Design Documents," including Owner's Project Criteria set forth in Exhibit A.

1.2.4. *Contract Price Amendment* Proposal means that proposal developed by Design-Builder in accordance with Section 1.3 of DBIA Document No. 545, *Standard Form of Agreement* Between Owner and Design-Builder as modified by the Parties.

1.2.5 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared, furnished or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.6 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.7 *Design Consultant* is a licensed design professional who may be an employee of Design-Builder, is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a licensed design professional who is not an employee of the Design Consultant but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents. Owner recognizes that Design-Builder is an integrated company with in-house design capabilities and that the function of Design Consultant may, in some instances, be self-performed by Design-Builder.

1.2.8 *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder.

1.2.9 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

© 2022 Design-Build Institute of America

1.2.10 *Force Majeure Events* are those events that are beyond the reasonable control of both Design-Builder and Owner, including the events of war, terrorism, vandalism, government acts, floods, labor disputes, supply chain disruptions earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God, changes in Legal Requirements, unusual delay in transportation, adverse weather conditions beyond the quantity of lost days anticipated in the Project Schedule, explosion, sabotage, accidents, riots, civil commotion, acts of war, casualty, international trade disputes, condemnation, or other Force Majeure beyond the Design-Builder's reasonable control. When such events impact the Contract Price, Contract Time, or both, the Design-Builder shall be entitled to an increase in the Contract Price and an appropriate extension of the Contract Time. Design-Builder shall provide written notice of the existence of such cause of delay, together with back-up documentation that verifies the impact in accordance with the Contract Documents. Force Majeure Events include not only adverse weather conditions, but the resulting impact on the Project after such weather condition ceases, such as mud, standing water, frozen soil or weather damage due to hail, high wind or other weather event.

1.2.11 *General Conditions of Contract* refer to this DBIA Document No. 535, *General Conditions of Contract Between Owner and Design-Builder* as modified by the parties.

1.2.11 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.12 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders, decisions and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work. enacted and enforceable as of the date of execution of the Agreement or the Contract Price Amendment by the Parties.

1.2.13 *Proposal or Contract Price Amendment Proposal* means that proposal developed by Design-Builder in accordance with Section 2.3 of the Agreement.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers and shall not include the Design Consultants retained by the Design-Builder.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor described in the Contract Documents, but does not include any material, labor,

© 2022 Design-Build Institute of America

services, or equipment supplied by Owner or its contractors, consultants, subcontractors or subconsultants or any tier.

Terms not otherwise defined herein shall be as defined elsewhere in the Agreement or the General Conditions of Contract, or as the context requires.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder, which shall not be unreasonably withheld by the Owner. It is understood and accepted that Design-Builder does not plan to have a full-time, on-site Superintendent or Project Manager until amount of Work on site warrants that level of presence on site.

2.1.2 Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of Allowance Items and Contingency to the extent provided for; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement and the Contract Price Amendment to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through

© 2022 Design-Build Institute of America

qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the design services, including architectural, engineering and other design professional services, for the preparation of the drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable design profession practicing under similar conditions at the same or similar time and locality of the Project. If Design-Builder fails to meet the foregoing standard, Design-Builder will perform at its own cost, and without reimbursement from Owner, the professional engineering services necessary to correct errors and omissions which are caused by Design-Builder's failure to comply with above standard, and which are reported to Design-Builder within one year from the completion of Design-Builder's design professional services for the Project. The obligations and representations contained in this paragraph 2.3.1 are the sole remedy of Owner for defects in design professional services regardless of cause of action pled including, without limitation, all types of negligence. Owner's failure to properly operate and maintain the Project shall relieve Design-Builder of its liability for any damage caused in whole or in part by improper operation or maintenance. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by Design-Builder or its employees or Design Consultants. Should the Work not proceed to Phase 2, the provisions of this paragraph are Owner's sole remedy with respect to any breach of the standard of care related to design professional services.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner is to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

2.4.1.1 Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Basis of Design Documents, the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

2.4.1.2 On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

© 2022 Design-Build Institute of America

2.4.1.3 Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

2.4.1.4 If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price, the Contract Time, or both, Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth the level of detail described in Exhibit B Drawings and Specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above.

2.4.2.1 If proceeding to Phase 2, Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim Design Submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim Design Submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5.1 Upon completion of the design development in Phase 1 and Phase 2, the Design-Builder shall provide the Owner with drawings, outline specifications and other documents for written acceptance by the Owner. Owner shall provide written approval and / or comments within the time allowed by the Contract Documents.

2.5 Legal Requirements

2.5.1 Design-Builder will perform the Work in accordance with applicable Legal Requirements and will provide notices applicable to the Work as required by the Legal Requirements.

© 2022 Design-Build Institute of America

2.5.2 The Contract Price, Contract Time(s), or both, shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or the date of execution of the Contract Price Amendment. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.5.3 The parties acknowledge that international trade disputes and imposition of tariffs and retaliatory tariffs may have impacts on Contract Time, Contract Price, or both. The parties acknowledge that the impacts of tariffs are unique and complex and can cause actions and reactions in global supply chains whose impacts are unknown for substantial periods after the orders establishing the tariff. It is agreed that Design-Builder shall be entitled to an equitable adjustment in Contract Time, Contract Price, or both, for impacts of tariffs.

2.6 Government Approvals and Permits.

2.6.1 The Parties will be responsible to obtain and pay for all permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. as set forth in the Permit last attached as an exhibit to the Contract Price Amendment.

2.6.2 The Parties shall provide reasonable assistance to each other in obtaining those permits, approvals and licenses.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform construction activities in compliance with Section 2.7 of General Conditions of Contract**.** Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of Design-Builder's portion of the construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed (where applicable) and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price Contract Time(s), or both, shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld. Design-Builder may engage temporary staffing agencies or obtain assistance from its Affiliate Personnel to fulfill Design-Builder's obligations under this Agreement. The parties agree that contracts, purchase orders, or similar agreements between Design-Builder and any Affiliate Personnel are not subcontracts as that term is used in this Agreement, and Affiliate Personnel shall be billed according to the applicable rate sheet for the Scope of Work as if such personnel is a direct hire employee. Affiliate Personnel shall be considered agents of Design-Builder and able to act on behalf of Design-Builder within the scope of the authority granted such personnel

© 2022 Design-Build Institute of America

according to job function and billing classification.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any negligent acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate with such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption. However, unless otherwise stated, Design-Builder is not responsible to schedule or coordinate Owner's separate contractors.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes created by the Work to permit Design-Builder to perform its construction services without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a reasonable and safe manner so as to limit damage, injury or loss from Design-Builder's activities to (i) individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work by Design-Builder and its Subcontractors, but excluding all work undertaken by Owner or its Subcontractors or other consultants. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel. The Safety Representative may be the Design-Builder's Superintendent or Project Manager.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety in performance of the Work, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will promptly report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to help prevent injuries, losses, damages or accidents resulting from

© 2022 Design-Build Institute of America

their performance of the Work. Design-Builder is not responsible for any safety violations, acts or omissions of the Owner or its separate contractors, consultants and their subcontractors.

2.9 Design-Builder's Warranty.

2.9.1 For a period of one year after Substantial Completion of the Work (or any portion thereof if complete and turned over in phases), Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of material defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to duplicate or limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.9.2. The Design-Builder agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work. Owner agrees to look solely to such manufacturer(s) for remedies for defects in equipment and material, and not to Design-Builder. Design-Builder's sole obligation with respect to this Section 2.9 are as set forth herein, and to provide reasonable assistance to Owner in obtaining relief under such manufacturer's warranties.

2.9.3. The warranties and remedies provided in this Section 2.9 are in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. CORRECTION OF A WARRANTY DEFECT AND COMPLIANCE BY DESIGN-BUILDER WITH ITS RELATED OBLIGATIONS IN RESPECT TO SUCH DEFECT IN THE MANNER AND WITHIN THE PERIOD OF TIME PROVIDED HEREIN SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL OF THE LIABILITIES OF DESIGN-BUILDER TO OWNER AND SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT TO SUCH DEFECTIVE SERVICE, DEFECTIVE EQUIPMENT OR DEFECTIVE WORK. All Design-Builder liability shall end upon expiration of the one-year warranty period, provided that Owner may continue to enforce any claim for which it has given notice prior to that date.

2.10 Correction of Defective Work.

2.10.1 To the extent not covered by a manufacturer's warranty under Section 2.9.2, Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction, subject to its aggregate limit of liability. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 THE REPRESENTATIONS AND WARRANTIES PROVIDED IN THESE GENERAL

© 2022 Design-Build Institute of America

CONDITIONS OF CONTRACT ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH IN THIS SECTION 2.10 ARE THE SOLE AND EXCLUSIVE REMEDIES OF OWNER FOR ANY NONCONFORMING WORK WHETHER LIABILITY IS BASED ON CONTACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, provide access to the Site of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim Design Submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule and the Agreement.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.1.4 The Contract Price and/or Contract Times or other terms and conditions as appropriate may be adjusted in a Change Order upon mutual agreement of Owner and Design-Builder to the extent that adjustment is necessary because Owner 's work performed by separate contractors under Owner's control impacts Design-Builder's cost, time of performance or other terms and conditions as appropriate.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site;

© 2022 Design-Build Institute of America

and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.1.7 Legal access to the Site through Design-Builder's work under the Contract Documents.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing and enforcing these necessary agreements. Design-Builder may rely upon access provided by Owner and Owner shall hold Design-Builder harmless from claims arising out of Owner's access agreements and instruments, except to the extent caused by Design-Builder's negligence or willful misconduct.

3.2.3 Owner warrants the completeness, accuracy, and efficacy of information provided by or through Owner (including information provided for Owner by others) for which Design Builder shall rely on to perform and complete the Work without the need for independent verification.

3.3 Financial Information.

3.3.1 At Design-Builder's written request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.3.3 Any consent to assignment of this Agreement to Owner's lenders shall be conditioned upon Design-Builder being paid in full for all outstanding sums due at the time of the assignment, and upon the assignee being responsible for all of Owner's remaining obligations under this Agreement.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Permit List as Owner's responsibility attached as an

© 2022 Design-Build Institute of America

exhibit to the Contract Price Amendment.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents. The Contract Price, Contract Times, or other terms and conditions as appropriate may be adjusted in a Change Order upon mutual agreement of Owner and Design-Builder to the extent that adjustment is necessary because Owner 's work performed by separate contractors under Owner's control impacts Design-Builder's cost, time of performance, or other terms and conditions as appropriate.

3.6.2 Owner shall require its separate contractors to name Design-Builder as an additional insured on their general liability insurance and to waive rights of subrogation against Owner, Design-Builder and its Design Consultant, consistent with Section 5.3.5, below.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts and contractors to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless, (iii) remove, abate and remediate such Hazardous Conditions. Design-Builder is entitled to rely on the information and work of Owner's separate experts and contractors as being complete and accurate without verification.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price, Contract Time(s), or both, to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by

© 2022 Design-Build Institute of America

any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions brought to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Subject to the terms of the Agreement, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions brought to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price, Contract Time(s), or both, to the extent Design-Builder's cost, time of performance, or both, are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating of AM Best A-VII.

5.1.2 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with ACORD certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled or renewal refused unless at least thirty (30) days' prior written notice is given to Owner, except in the event of non-payment of premium which shall afford ten (10) days notice. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment.

5.1.3 Nothing in this Agreement shall require the Design-Builder or its Design Consultants to name the Owner or others as additional insureds on any Professional Liability or Workers Compensation policies, which normally do not permit additional insureds.

© 2022 Design-Build Institute of America

5.2 Owner's Liability Insurance.

5.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Liability insurance maintained by Owner is non-contributing and not in excess of primary liability coverage to be provided by Design-Builder.

5.3 Owner's Property Insurance.

5.3.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the existing property at the Project Site and for the Work and entire Project upon Substantial Completion to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, named windstorm, hail/tornado/convective storm/severe storm, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the existing property at the Project Site and for the Work until Substantial Completion, including materials and equipment in transit and at the Site. Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner; and (ii) no insurance coverage will be canceled or renewal refused unless at least thirty (30) days' prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, or that could have been covered by property insurance (including deductibles and self-insurance) including rights of subrogation, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts, and Design-Builder shall be added as an additional insured on those policies of

© 2022 Design-Build Institute of America

insurance, in the same manner, and to the same extent as Owner. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 At the time of execution of the Contract Price Amendment, or any Early Works Package that would trigger a bonding requirement**, i**f Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement and again after execution of the Contract Price Amendment, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work in that Phase. The Schedule of Values will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; (iii) such Application is made no more than thirty (30) days prior to the anticipated supplier payment or cancellation deadline milestone for equipment in order to keep positive cash flow for equipment orders, and (iv) upon delivery to the Site and payment Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent

© 2022 Design-Build Institute of America

Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's agreement that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement, or absent such rate, at the rate set by law.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Provided Owner makes all payments to Design-Builder when due, Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. The Owner and Design-Builder shall prepare a written list (Punch List) of all incomplete items of Work existing at the time, including any deficiencies noted. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending

© 2022 Design-Build Institute of America

final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.6.4 If Owner occupies or attempts to use any portion of the Work prior to Substantial Completion, it agrees to it does so at its own risk and shall sign any reasonable release or indemnity agreement required by Design-Builder as a condition of such use or occupancy.

6.6.5 Upon Substantial Completion, Owner shall be accountable and responsible for any loss or damage to any part of the Work, including property of any kind including, but not limited to, uninsured losses and deductibles. If Owner occupies or attempts to use any portion of the Work prior to Substantial Completion, it agrees to it does so at its own risk and shall sign any reasonable release or indemnity agreement required by Design-Builder as a condition of such use or occupancy.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests, or that any existing liens have been bonded by Design-Builder;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt and bank clearance of final payment by Design-Builder, all claims for payment, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

© 2022 Design-Build Institute of America

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work or combinations of the Work with other processes or work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is

© 2022 Design-Build Institute of America

claimed for taxes, Owner shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. or Owner's indemnity bond. If Design-Builder fails to do so within ten (10) days after receipt of written notice from Owner to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees. However, in the event that a lien is a result of disputed sums, the Owner shall give the Design-Builder reasonable additional time and opportunity to negotiate settlement with its Subcontractor prior to the Owner taking steps to discharge the lien directly.

7.4 Design-Builder's General Indemnification.

7.4.1 Subject to Section 10.5 and any limitations of liability in the Agreement, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including reasonable attorneys' fees and expenses, for non-party bodily injury, sickness or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligations set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 In addition to other specific indemnities elsewhere in this Agreement, Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, and expenses liabilities, including reasonable attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

7.5.2 If an employee of Owner, or its consultants or contractors of any tier, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Design-Builder, its officers, directors, employees, or agents, Owner's indemnity

© 2022 Design-Build Institute of America

obligations set forth in Section 7.5.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Owner or its consultants' or contractors' or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.6 Limited Recourse.

7.6.1 None of the obligations set forth in this Agreement (on behalf of any party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners, employees, or agents of any party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful misconduct.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement, as modified according to the Contract Documents.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, changes in Legal Requirements, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price.

8.2.1 Design-Builder owns the schedule float.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

© 2022 Design-Build Institute of America

9.1.1.2 The amount of the adjustment to the Contract Price;

9.1.1.3 The extent of the adjustment to the Contract Time(s);and

9.1.1.4. Other changes to terms of the Contract.

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price, the Contract Time(s) or both.

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price, Contract Time(s), or both, and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by

© 2022 Design-Build Institute of America

the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, including any Work Change Directives, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, or directs Design-Builder to proceed using a Work Change Directive, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed; and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price, Contract Time(s), or both, on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the impact of occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner

© 2022 Design-Build Institute of America

so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement, unless Owner and Design-Builder mutually agree otherwise. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.2.5 In the event that a dispute arising between the parties is submitted to mediation under this Section, the parties agree to split the mediator's fees and any filing fees equally. The mediation shall be held in Kansas City, Missouri. In the event that it is necessary to file a lawsuit or demand arbitration in order to meet the requirements of a statute of limitations which is about to expire, the parties agree, nonetheless, to submit the dispute to mediation within thirty (30) days after the filing of such claim or demand. Any agreements reached in mediation shall be enforceable as a settlement agreement.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise. The number of arbitrators shall be one (1) and the place of the arbitration shall be Kansas City, Missouri, unless the parties agree otherwise in writing.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy; or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require

© 2022 Design-Build Institute of America

such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. The prevailing party, if any, shall be determined by the applicable binding dispute tribunal.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER OR ITS RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, CONSULTANTS OR ANYONE CLAIMING BY OR THROUGH THE ABOVE SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, INCREASED COST OF USE, COST OF CAPITAL, OWNER'S LOST PROFITS, DESIGN-BUILDER'S ANTICIPATED PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price, Contract Time(s), or both, if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v)

© 2022 Design-Build Institute of America

prosecute the Work in accordance with the standard of care set forth in Section 2.3 so that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work and which are planned as a part of the Contract Price Amendment to be turned over to Owner as a part of the Work or to be consumed in completion of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 11.6 hereof.

11.2.5 Design-Builder shall not be liable for either design services or construction Work (including, but not limited to, equipment installation) that is incomplete due to a termination by Owner for cause or for convenience under this Agreement, including any errors, omissions or defects in such designs or Work which Design-Builder is prevented from correcting and completing due to any termination. Owner assumes all liability for use of Design-Builder's designs and deliverables upon termination of Design-Builder.

11.2.6 Owner shall pay Design-Builder as a Cost of the Work to make reasonably safe any incomplete Work or Site conditions left open due to any termination under this Agreement. Thereafter, Owner assumes full risk and control of the Site.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

© 2022 Design-Build Institute of America

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.1.3 Owner or Owner's Subcontractor or consultant's interference with Design-Builder's ability to comply with the Contract Documents.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

© 2022 Design-Build Institute of America

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

11.6 Termination for Convenience.

11.6.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

11.6.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

11.6.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

11.6.1.3 The amount set forth in Article 8 of the Agreement.

11.6.2 If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4 of the Agreement.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

© 2022 Design-Build Institute of America

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 THE TRANSMITTING PARTY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE MEDIA TRANSMITTING THE ELECTRONIC DATA. HOWEVER, TRANSMISSION OF THE ELECTRONIC DATA VIA ELECTRONIC MEANS SHALL NOT INVALIDATE OR NEGATE ANY DUTIES PURSUANT TO THE APPLICABLE STANDARD OF CARE WITH RESPECT TO THE CREATION OF THE ELECTRONIC DATA, UNLESS SUCH DATA IS MATERIALLY CHANGED OR ALTERED AFTER IT IS TRANSMITTED TO THE RECEIVING PARTY, AND THE TRANSMITTING PARTY DID NOT PARTICIPATE IN SUCH CHANGE OR ALTERATION.

© 2022 Design-Build Institute of America

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary in writing; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project, unless required or compelled by law to make disclosure.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the location of the Project, without giving effect to its conflict of law principles. Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. sec. 1, et seq.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provisions of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

© 2022 Design-Build Institute of America

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by electronic mail with receipt confirmation by the transmitting party, by the time stated in the receipt confirmation that notice was received by the email of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.10 No Third-Party Beneficiary.

13.10.1. Nothing in this Agreement or the Contract Documents is intended to create any right or benefit in any third party and the same is specifically disclaimed by the Parties.

13.11 Interpretation.

13.11.1. In the event of ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them and nothing shall be construed against or in favor of one party based on it being deemed the sole author.

© 2022 Design-Build Institute of America

EXHIBIT

B

EXHIBIT B

Substation A Able Battery Line Terminal Upgrade Project

Phase 1
Scope of
Services &
Deliverables

May 28th, 2026

Jessica Fett
Independence Power & Light
17221 E 23rd Street South
Independence, MO 64051

RE: Substation A – 69kV Scope Addition Phase 1 Proposal

Jessica,

Thank you for the opportunity to provide our Phase 1 Proposal for the 69kV Scope Addition at Substation A. As ENR's® leader in both the Power and Transmission and Distribution industries, Burns & McDonnell employs a skilled team familiar with the needs and design parameters for substation construction. We're confident this team will make Burns & McDonnell the ideal choice to support Independence Power & Light (IPL).

Safety Record

We measure ourselves against the strictest standards and integrate safety into our culture. In the last five years, we have completed more than 158 million labor hours with an average TRIR of 0.18. Our safety performance earns us recognition among the top 5% of AEC firms in the country. We design with safety in mind for construction, operations, and maintainability.

Experienced EPC Approach

We are an integrated EPC firm offering you a single source of responsibility. We are design-builders, providing complete design and construction services. Our team vets potential suppliers and construction options to mesh existing IPL standards and expectations with significant cost-competitive execution plans. Our final design and execution plan will confirm that the final project will be constructed safely, at a competitive price, and easily maintained throughout its lifecycle.

Terms and Conditions

Burns & McDonnell anticipates the terms and conditions in Documents 535 and 545 comprising the EPC Progressive Design-Build Agreement between City of Independence, MO and Burns & McDonnell Engineering Company, Inc. will govern over the scope associated with this Phase 1 proposal.

Please feel free to reach out to Spencer Ferguson at 605-359-2090 with any further questions. We look forward to this opportunity to work with IPL and further establishing a trusted partnership between our organizations.

Spencer Ferguson
Project Manager

Abe Assefa
EPC Project Manager

9400 Ward Parkway
Kansas City, MO 64114
burnsmcd.com

Substation A 69kV Scope Addition Phase 1

Burns & McDonnell is proposing a partnered, open-to-closed book EPC approach for Independence Power & Light's (IPL) Substation A 69kV Scope Addition Project. This approach will leverage Burns & McDonnell's industry EPC experience to provide both the cost transparency and schedule certainty that IPL desires – while collaboratively de-risking the project.

Contract Execution Phases

To minimize uncertainty in scope, cost, and schedule during the project planning stage, Burns & McDonnell proposes executing this Project in two phases as detailed below.

Phase 1

The primary goals of Phase 1 are to define the project scope, establish a detailed Project Execution Plan, and develop engineering packages to obtain pricing for all materials, equipment, and construction subcontracts. Burns & McDonnell professional services will be based on a Time and Material contract approach.

The material procurement and construction subcontract packages developed in Phase 1 will be provided to selected preferred subcontractors and suppliers for the Substation A 161kV Able Battery Line Terminal Expansion project scope as a change order bid request. Burns & McDonnell will fully evaluate downstream bids based on the project's baseline schedule, budget, and contractual requirements, among other factors. Long-lead procurement and construction subcontract negotiations will occur during Phase 1, while the execution of material and construction contracts will take place upon award of Phase 2.

Finally, Burns & McDonnell will submit a comprehensive proposal for the execution of Phase 2. Along with a detailed schedule and execution plan, the Phase 2 proposal will include lump sum pricing for the completion of engineering, procurement of equipment and materials, construction and construction management, commissioning, and project close-out.

Specific Phase 1 deliverables will include:

- Develop an Issued for Bid Package (IFB) for the additional scope to Substation A 69kV system.
- Prepare a project Bill of Materials (BOM), and prepare any additional material specifications and construction specifications
- Develop and bid procurement packages for equipment and materials required.
- Develop and bid construction scopes of work for Station (Electrical Construction and Testing & Commissioning)
- Incorporate scope into the existing project schedule and evaluate critical path activities
- Transparent review cycle of material procurement and subcontractor proposals

Phase 2

If awarded the Phase 2 scope, Burns & McDonnell will proceed with finalizing the engineering packages through their final deliverables. We will execute downstream subcontract agreements and advance with the procurement of materials and equipment. Finally, we will manage our selected subcontractors to construct the identified scope per our agreed upon execution plan.

Scope Summary

Substation A 69kV Scope Addition Equipment Overview

The work under this scope includes the installation of material and equipment necessary to reconfigure the 69kV 'South Bus' to connect a developer generation feed. This includes new bus supports and switch stands, new 69kV switches, new 69kV relay panels, and separating the 69kV north & south bus differential relays onto separate panels. Anticipated major equipment for this site will consist of the following:

- Relocation of two (2) existing 69kV circuit breakers
- Two (2) 69kV three-phase bus support structures
- Three (3) 69kV one-phase bi-level bus support structures
- Three (3) 69kV vertical break disconnect switches with associated steel structures
- Eight (8) 69kV relay panels
- One (1) 69kV RTU panel
- One (1) 161kV RTU panel
- Four (4) communication panels, two (2) installed in

each control enclosure
- A new cable trench will be installed to facilitate cable installation to the 69kV enclosure

Phase 1 Design Services

Phase 1 will include three (3) design packages: 10% Issue for Review, Issue for Bid, and 60% Schematic Issue for Review.

Substation A 69kV Scope Addition 10% IFR

Burns & McDonnell will provide a 10% IFR submittal package, which will include all below-listed deliverables. All design deliverables will be submitted in PDF format only, unless otherwise noted.

Physical & Electrical Design Deliverables

- Updates to Existing 69kV Substation Plan View
- Updates to Existing Station One Line
- Updates to Existing Relaying One Line

Substation A 69kV Scope Addition IFB

Burns & McDonnell will provide an IFB submittal package, which will include all below-listed deliverables. All design deliverables will be submitted in PDF format only, unless otherwise noted.

Non-Drawing Deliverables

- Updated Drawing List
- Material Specifications for Contractor-provided Substation Major Equipment
- Substation Construction Specifications
- AC and DC Calculation Results
- Bill of Material

Physical/Structural Design Deliverables

- Updates to Existing 69kV Substation Plan Views
- Updates to Existing 69kV Substation Sections/Elevations
- Updates to Existing Footing, Trench & Conduit Plan
- Foundation Details for new 69kV structures and relocated 69kV breakers (A-609-201 & A-609-902)
- Updates to Existing Grounding, Fence, Plan View, and Details
- Rigid bus analysis of new 69kV bus
- Demolition drawings of planned foundation and structure removals

Electrical Design Deliverables

- Updates to Existing Station One Line
- Updates to Existing Relaying One Line
- Updates to Existing Communications Block Diagram
- Station Service One Line
- 69kV Control Enclosure Layout
- AC/DC Panel Front Views
- Relay Panel Front View Drawings
- P&C Bill of Material
- Cable Schedule

The design team will utilize client standards as needed to align with specific requirements and preferences. Where no specific standards exist, industry standards and good utility practices will be utilized.

Substation A 69kV Scope Addition 60% Schematic IFR

To assist with project schedule, Burns & McDonnell will provide a 60% Schematic IFR submittal package which will include all below-listed deliverables. All design deliverables will be submitted in PDF format only, unless otherwise noted.

Electrical Design Deliverables

- 161kV Able Battery AC Schematic
- 161kV Able Battery DC Schematic
- 69kV AC Schematics
- 69kV Line & Breaker DC Schematics
- Updated Cable Schedule

Owner-Provided Information and Standards

To support the design, the following information and reference materials are required from the Owner:

- Interconnection Agreement
    a. Fault Current and System Ratings
    b. Load Flow/Power Flow Analysis or Equipment Ratings
    c. Short-Circuit Study
    d. Protection One-Lines and Protective Device Coordination Study
    e. Generation Metering Requirements
- Relay Standards or Requirements for Sub A, including SEL relay models.
- Existing CAD drawings and design documentation, including but not limited to existing 69kV breaker cutsheets.
- Substation Design Standards and equipment specifications
- Developer Substation layout
- Scope Delineation with Developer structure/configuration.
- Phasing from Developer Substation

Procurement Bid Development

Burns & McDonnell will divide the overall project scope into individual work packages comprised of the materials, construction, and services required to complete the project. Our procurement team, in collaboration with our design and construction personnel, will prepare the work package level specifications and scopes of work needed for each change bid package. Our procurement team will provide each change bid package to the selected preferred suppliers for the Substation A 161kV Able Battery Line Terminal Expansion project, solicit pricing,

negotiate through supplier clarifications, and prepare an evaluated bid in preparation for a future contract award should Burns & McDonnell be awarded Phase 2.

Burns & McDonnell will bid, evaluate, and present bid tabulations for the following equipment and materials:

- Three (3) 69kV Disconnect Switches
- Eight (8) 69kV relay panels
- One (1) 69kV RTU panel
- One (1) 161kV RTU panel
- Four (4) communication panels
- 69kV Substation Standard Shape Steel
- Station Materials (includes balance of required station material not included in separate subcontract packages)

Procurement packages may be split, combined, added, or removed as needed based on project scope changes, schedule, market conditions, or other factors.

Construction Bid Development

Phase 1 scope includes supporting development of change pricing for the Project construction scopes using previously selected preferred subcontractors. Burns & McDonnell will work directly with the selected electrical construction and testing/commissioning subcontractors to define revised scope, issue change-specific bid documentation, and obtain lump sum change pricing associated with the proposed scope modifications.

We will evaluate and level the subcontractor change proposals, confirm alignment with the revised scope and schedule, and provide a recommendation for incorporation into the overall Project. Change pricing efforts will be performed for the following construction packages:

- Electrical Construction
- Testing and Commissioning

Subcontract change packages may be adjusted, combined, added, or removed as needed based on project scope changes, schedule impacts, market conditions, or other project-specific considerations..

EPC Project Execution Plan

During Phase 1, Burns & McDonnell will develop the complete EPC execution plan as summarized below.

- Firm price proposal for engineering, procurement, and construction of the project
- Level 3 Schedule for full procurement and construction of the project
- EPC Project Execution Plan acceptable to Independence Power & Light. The plan will include summaries of the following components of the project:
  - Project Management
  - Detailed Engineering
  - Procurement & Material Management
  - Construction Management
  - Testing & Commissioning
  - Project Closeout and Turnover

Once the execution plan deliverables have been completed, Burns & McDonnell will facilitate a review with all IPL stakeholders. All stakeholders will review the proposed project execution plan, project pricing (costs, contingency, and fee) and project schedule. Once all stakeholders have approved the deliverables, the firm lump sum EPC contract will be signed, “closing” the book and transferring risk of execution to Burns & McDonnell.

Project Management

Burns & McDonnell’s project manager will provide general project administration, budgeting, invoicing, change management, and day-to-day management and coordination of the Burns & McDonnell team. We will develop and maintain a detailed project schedule of all key design packages within the scope of work. Burns & McDonnell will provide project updates during bi-weekly virtual meetings.

Burns & McDonnell will submit monthly progress reports including schedule updates, action item log, RFI log, change log, and invoicing updates.

Quality Control

A project done ahead of schedule is not successful if it does not meet our client's expectations for quality. At Burns & McDonnell, our quality program is driven by our technical expertise and lessons learned throughout our history. We believe that quality is the responsibility of every officer and employee at Burns & McDonnell, which is why our quality program includes a written process, continual training, and resources that dictate project excellence, including checks and balances.

Our quality control procedures include the six-step process outlined below:

- Q1 Review: Peer Review of Preliminary Project Activities
- Q2 Review: Peer Review of Intermediate Project Activities
- Q3 Review: Checking of Design & Construction Documents by Multidisciplinary Project Team
- Q4 Review: Peer Review of Final Submittals
- Q5 Review: Project Manager Review of Commercial Documents for Procurement and Contract Packages
- Q6 Review: Final Review of Procurement, Contract, and Project Packages

A full copy of the Burns & McDonnell corporate Quality Assurance Plan is available upon request. Burns & McDonnell utilizes experienced Professional Engineers to oversee each team. These individuals are responsible for sharing relevant information to their team, guiding quality control processes, and taking corrective actions wherever deficiencies are found. One such example of this is having a single point of contact for all quality design reviews. By directing all quality control activities through a central point in the team, Burns & McDonnell works to select prepared and qualified technical reviewers to perform peer-reviews of design packages.

Assumptions & Clarifications

Burns & McDonnell is committed to a flexible approach that meets the needs of this project. A thorough review of the project scope will be an important part of the kick-off meeting to confirm the scope of work outlined in this proposal meets the needs of the project. To further define the scope as currently proposed, please review the following assumptions and clarifications:

General

1. Design deliverables will be based on applicable standard/guideline revisions that are current at the time of Phase 1 award. Updates made to these design references during project execution may require additional funding and/or schedule relief to incorporate.
2. Burns & McDonnell will support in-person or on-site meetings as needed and as mutually agreed upon.
3. The proposal and schedule includes one (1) one-week design review from IPL for the 10% IFR, and one (1) two-week design review from IPL for the IFB and 60% IFR Schematic design packages.
4. Burns & McDonnell will utilize AutoCAD 2018 or newer for drawing creation and modification.
5. The project design deliverables will be developed based on the completeness and accuracy of the existing drawings and design documents provided, including information regarding the developer interface. Burns & McDonnell will not be responsible for identifying or correcting pre-existing design discrepancies on existing drawings/documents that are outside of the defined scope of work
6. Burns & McDonnell assumes the permanent access road between the future Developer's generation facility and the South 69kV bus is not included in this proposal's design scope. If requested, a conceptual access road alignment may be shown on the drawings for reference and coordination only and will not include detailed design or construction documents. The access road is considered an interface point, with final design, construction, and maintenance by others unless added by contract amendment.

Substation

1. Burns & McDonnell can provide IPL documentation for station design calculations as described in the scope of work above upon request. These submittals will provide adequate detail to verify that the calculation(s) in question was completed to industry standards. Calculations will not be provided in native file formats, as these constitute proprietary tools that have been developed by Burns & McDonnell. Included in this scope of work is to perform AC & DC Load Calculations; all other studies (grounding, lighting, lightning protection) will be done preliminarily during Phase 1 and will be finalized during Phase 2.
2. Bus model analysis will be limited to the Project scope defined as rigid bus from the connection to the 69kV box structure to the tie-in to the existing 69kV high bus, including the section of 69kV bus that runs to the generator feed.
3. This scope of work is developed based on the use of SEL-9L protective relays where indicated. At the time of proposal preparation, the SEL-9L relay has not yet been released to market and is listed by the manufacturer as preorder only, with availability currently projected for late summer or early fall of 2026. If the SEL-9L relays are not available for procurement when required to support the project schedule, substitution with an alternate relay (e.g., SEL-411L) will be required. Such a substitution will necessitate design revisions and may impact the project schedule and cost. Any redesign effort, rework, or schedule impacts resulting from changes in relay availability are excluded from this scope.
4. Upgrades to relay and relay settings of 69kV remote ends are not included in this proposal.

Schedule

Burns & McDonnell is committed to a flexible approach that meets the needs of this project. We have provided the following regarding the project schedule:

MILESTONE	TASK OWNER		WEEKS ARO
	IPL	BMcD	
Notice to Proceed	X		0
Kick-Off Meeting	X	X	2
Existing Drawings & Standards Provided	X		2
Issue 10% Design Package for IFR Review		X	2
Review Comments Returned	X		3
Issue Phase 1 Design Packages for IFB Review		X	12
Review Comments Returned	X		14
Issue Subcontract and Procurement Packages for Bid		X	16
Phase 2 Contract Presentation		X	24

Pricing

Burns & McDonnell proposes to complete the Phase 1 services on a Time and Material basis utilizing bill rates form BMR26-4. Pricing is valid for 30 days from the initial proposal submittal.

Pricing Breakdown

PACKAGE	DESCRIPTION	TOTAL COST
1	Phase 1 – Sub A Station Expansion	$350,249.00
	Total	$350,249.00

Payments

Burns & McDonnell will invoice at the end of each month in accordance with the terms and conditions as outlined in the Documents 535 and 545 comprising the EPC Progressive Design-Build Agreement between City of Independence, MO and Burns & McDonnell Engineering Company, Inc.

9400 Ward Parkway
Kansas City, MO 64114
burnsmcd.com

SHOP MAINTENANCE BUILDING

POWER PLANT

HYDROGEN STORAGE AREA

161KV CONTROL BUILDING

69KV CONTROL BUILDING

2.5 MVA 14.4/2.4 KV TRANS. T2A

PLANT AUX.#1

20 MVAR CAP BANK #1

13.8/2.4KV TRANSF. NO.T3A 4.2 MVA

68/14.4 KV TRANSF. NO.T3 62 MVA

69/14.4 KV TRANSF. NO.T2 28 MVA

69/2.4 KV STATIC TRANSF. NO.T4 2.5 MVA

SEE DETAIL 1

DUCT TRENCH

DWG. AY370

DWG. AY370

MANHOLE 1

DRAWING UPDATE

SHIELD WIRE

(1) CCVT

ECKLES ROAD/ BLUE MILLS 161KV LINE

ABLE BATTERY 161KV LINE

STATIC LINE OPGW

SUB M 161KV LINE

STATIC LINE

INSULATOR MTD. ON CCVT STANDS

3 CCVTS

FUTURE PCB

CABLE TRENCH

NORTH BUS

SOUTH BUS

XFMR 6

XFMR 7

XFMR 8

XFMR 9

XFMR L1

GROUNDING XFMR T8

PCB A-161-17

PCB A-161-23

PCB A-161-14

PCB A-161-37

PCB A-161-34

PCB A-161-31

PCB A-161-25

PCB A-069-802

PCB A-069-401

PCB A-069-301

PCB A-069-101

PCB A-069-601

PCB A-069-404

PCB A-069-805

PCB A-069-704

PCB A-069-502

PCB A-069-407

PCB A-069-204

PCB A-069-304

PCB A-069-104

A-069-904

new cable trench

existing cable trench confirmed at site visit

SUB "L"

TO SUB L2

FO

"A-H"

"A-J"

"A-B"

"A-K"

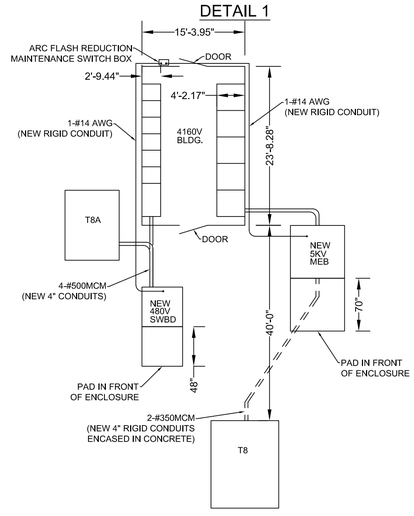
"A-P"

"A-LAKE C."

SCALE: NONE

NORTH

DETAIL 1



LEGEND	
—FO—	FIBER OPTIC CABLE

PRELIMINARY
NOT FOR CONSTRUCTION

NOTES:

1. CONTRACTOR TO INSTALL SPLICE CANNISTERS 8'-0" ABOVE FINISH GRADE.
2. INSTALL A 50' STORAGE LOOP WITH EACH SPLICE CANNISTER.

REV.	DATE	DESCRIPTION	BY	APPD.
C	10/22/25	ISSUED FOR BID	CAW	CAW	SPK
B	9/23/25	ISSUED FOR 30% REVIEW	CAW	CAW	SPK
A	6/20/25	ISSUED FOR 10% REVIEW	CAW	CAW	SPK

BURNS McDONNELL
PROJECT # 184726

REV.	DATE	DESCRIPTION	BY	APPD.
8	XX-XX-XX	ABLE BATTERY LINE TERMINAL ADDITION	-	-
7	04-16-23	PROJECT# 202110 - INSTALL 20MVAR CAP BANK AS-BUILT	BMcD	BMcD
6	12-08-21	PROJECT# 202110 - INSTALL 20MVAR CAP BANK	BMcD	BMcD
5	08-14-18	UPDATED LAYOUT	NH	PB
4	09-18-12	TRANSFORMER DESIGNATIONS UPDATE	DR	DT
3	06-11-12	TRANSFERRED TO NEW IPL BORDER	DR	REV

DRAWN BY: PDL
APPD.: SFG
DATE: 12/1999
CAD NAME: AP001.DWG
SCALE: AS NOTED

INDEPENDENCE ★ POWER & LIGHT ★

CITY OF INDEPENDENCE
POWER & LIGHT DEPARTMENT

SUBSTATION "A"

PLOT PLAN

DRAWING NO.	SHEET NO.	REV NO.
AP001	1 OF 1	8

NOTICE TO PROCEED

Project Name: Substation A - 69kV Scope Addition Project

Project Number: 197064

Owner: City of Independence, MO

Design-Builder: Burns & McDonnell Engineering Company, Inc.

DBIA Agreement Date: _____05/28/2026_____

Date of Notice to Proceed: _____05/28/2026_____

1. Contract Reference

This Notice to Proceed (NTP) is issued pursuant to the Agreement between Owner and Design-Builder dated May 28, 2026 (the 'Agreement').

All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

2. Authorization to Proceed

The Owner hereby authorizes the Design-Builder to proceed with performance of the Work in accordance with the Agreement and the Contract Documents.

☐ This NTP gives the Design-Builder unrestricted authorization to proceed with the entire Work.

☒ This NTP gives the Design-Builder unrestricted authorization to proceed only with the following portion of the Work:

Phase 1 Design Services as described in Exhibit B – Phase 1 Scope of Services and Deliverables.

OWNER:	DESIGN-BUILDER
By: _____	By: _____
Name: ___Melissa Cabrera_____	Name: _____Abe Assefa_____
Title: _____Director of Finance_____	Title: ____EPC Project Manager_____
Date: _____05/28/2026____	Date: _____05/28/2026_____

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize blanket purchase orders for Monaco Property Services, Estrada Services, and DuPree Landscaping & Lawn Care in a total amount not to exceed $430,000 for 2026–27 Code Enforcement and Board-Up Abatement Services for the Community Development Department, and authorizing change orders up to 10% of the authorized amount. **Approved**

Recommendations:

Council approval is recommended.

Background:

The Community Development Department currently utilizes Monaco Property Services, Estrada Services, and DuPree Landscaping & Lawn Care to assist the City with property abatements related to property maintenance and code enforcement violations, as well as dangerous building board-up services.

Monaco Property Services, Estrada Services, and DuPree Landscaping & Lawn Care have been awarded contracts for these services. Approval of this request will authorize blanket purchase orders for each contractor to allow abatement and board-up services to continue without interruption.

Due to the volume and frequency of abatements, the Community Development Department utilizes multiple contractors to ensure timely response and compliance with City Code requirements. Establishing blanket purchase orders with these contractors will provide the flexibility necessary to distribute work among the contractors as needed to meet operational demands and maintain service continuity.

Approval of this item would authorize change orders up to an additional ten percent of the purchase order amount ($43,000), provided appropriations are available.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $473,000, including contingency. Funding in the amount of $370,000 for property maintenance violation abatements is included in the proposed FY 2026-27 Neighborhood Services budget, page 109, account 0024411-5226 (Professional Services). Funding in the amount of $60,000 for the boarding up of dangerous buildings is included in the

proposed FY 2026-27 Building Inspections budget, page 108, account 0024431-5226 (Professional Services).

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

None

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a change order to Purchase Order #26001629 for Life Scan Wellness Centers in the additional amount of $19,108.30 for mandatory Fire Department physicals. **Approved**

Recommendations:

Council approval is recommended.

Background:

Through the collective bargaining process the City of Independence and IAFF Local #781 agreed to the Mandatory Annual Physicals that comply with the NFPA (National Fire Protection Association) 1582 (Standard on Comprehensive Occupational Medical Program for Fire Departments) 2022 Edition and NFPA 1583 (Standard on Health-Related Fitness Programs for Fire Department Members) 2022 Edition for all members of the Independence Fire Department. This is a budgeted item in the Fire Public Safety Sales Tax Fund, account code 0174671-5226 in the amount of $149,338.80. This cost includes onsite blood draws, cardiac stress testing, audiology exams, chest x-rays, comprehensive metabolic panel review with a qualified Nurse Practitioner and a body core sonogram for cancer screening. Additional charges of $19,108.30 were not included in the original invoice. Life Scan discovered the oversight and issued the attached invoice requesting payment. The additional invoice covers chest X-rays for 177 individuals as well as an additional physical missed on the original invoice.

Emergency Justification:

Fiscal Impact:

Total fiscal impact for this purchase order, including the original authorized amount, is $168,447.10. Funding for this item is included in the FY2025-26 Adopted Budget, page 260.

Council Action:

Department / Contact Fire Department /

REVIEWERS

Jimmy Walker
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Independence Fire 2025 CXR and Makeup Exam Invoice #4532
2. Signed Lfe Scan agreement 25_26

LIFE SCAN WELLNESS CENTERS
Saving the Lives of America's Heroes

Invoice 4532

Date: 05-15-2026

Life Scan Wellness Centers
1011 N. Macdill Avenue
Tampa, FL 33607
(813) 876-0625

CUSTOMER INFORMATION

Customer: Independence Fire Department
Address:
City State Zip:
Phone Number: (816) 325-7161
Contact:
Email:

Attn: Accounts Payable

INVOICE DATE	INVOICE TERMS	DUE DATE	PO#
05-15-2026	Due on receipt		
DATE OF SERVICE			
2025/11/20			

Quantity	Description	Unit Price	Amount
1	Wellness Exams	$795.00	$795.00
1	Lab Results -	$100.00	$100.00
1	177 Chest X-rays between invoice 4046 and 4532 priced at $102.90 (Chest X-ray)	$18,213.30	$18,213.30
2	Chest X-Ray, 2 view with radiologist review		$0.00

MEMO:

BALANCE DUE: $19,108.30

LIFE SCAN WELLNESS CENTERS
Saving the Lives of America's Heroes

BILLING REPORT

Patient Name	MRN	LABS	HEP C	HEP B	HIV	PPD	HzMT	Quant	CXR	LUMB	UDS	MRO	MASK	SIZE	FFD
	69821	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐

Terms Privacy
Copyright © 2025 Life Scan Wellness.
All rights reserved.

PROFESSIONAL SERVICES AGREEMENT BETWEEN

LIFE EXTENSION CLINICS, INC. D/B/A: LIFE SCAN WELLNESS CENTERS

AND

Independence Fire **DEPARTMENT**

THIS AGREEMENT is made between Independence Fire Department (hereinafter IFD) and Life Scan Wellness Centers (hereinafter "Life Scan").

WHEREAS, IFD and Life Scan have entered into a Professional Services Agreement (hereinafter "PSA") to provide annual Life Scan Firefighter Physicals that are NFPA 1582 and NFPA 1583 compliant per Scope of Services Attachment A.

WHEREAS, The PSA shall be for a term of two (2) years commencing on the 1st day of September ,2025 and may renew for two (2) additional one (1) year terms upon mutual agreement of terms and conditions.

WHEREAS, the PSA provides that will compensate Life Scan for each Firefighter Physical performed per Life Scan Pricing Attachment A. **Costs.** Contractor agrees to perform all work pursuant to this Contract for the unit prices as shown on the attached fee schedule (the "Contract Price"). Payment shall be made to Contractor within thirty (30) days after receipt of invoice.

WHEREAS, the PSA provides that Life Scan and IFD will mutually agree to a time and place to perform the Life Scan Firefighter Physicals and that will provide the location for the on-site physicals.

WHEREAS, the PSA further provides that Life Scan and IFD may agree that Life Scan is to perform additional work at when requested by IFD ;

NOW THEREFORE, in furtherance of the above, the Parties agree to the following:

Department: Independance Fire By: *(signature)* Print Name: Craig DuPlantis Title: Assistant Chief of EMS DATE: 9/1/25	Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers By: Todd Leduc *(signature)* Print Name: Todd LeDuc Title: CEO DATE: 03-24-2026

Document Ref: RMWSG-UE7FC-B6J9D-RQA5N

CERTIFICATE *of* SIGNATURE

REF. NUMBER
RMWSG-UE7FC-B6J9D-RQA5N

DOCUMENT COMPLETED BY ALL PARTIES ON
24 MAR 2026 19:49:29 UTC

SIGNER	TIMESTAMP	SIGNATURE
TODD LEDUC EMAIL TODD.LEDUC@LIFESCANWELLNESS.COM	SENT 24 MAR 2026 19:45:01 VIEWED 24 MAR 2026 19:48:56 SIGNED 24 MAR 2026 19:49:29	 IP ADDRESS 99.45.224.116 LOCATION BOCA RATON, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
24 MAR 2026 19:48:56

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to exercise the first one-year renewal of the agreement between the City of Independence, Missouri, and the Independence Convention and Visitors Bureau, d/b/a Visit Independence. **Approved**

Recommendations:

Council approval is recommended.

Background:

The City of Independence and the Independence Convention & Visitors Bureau (Visit Independence) entered into a one-year agreement (July 1, 2025 – June 30, 2026), which was approved by Resolution #7129 on June 2, 2025, establishing Visit Independence as the City's official Destination Marketing Organization responsible for promoting Independence, attracting visitors, and supporting tourism-driven economic activity. The City provides annual funding and participates in Visit Independence governance through designated leadership roles. In return, Visit Independence delivers tourism marketing services, provides biannual reports, and gives an annual presentation to the City Council.

The agreement expires on June 30, 2026, and may only continue if the City and Visit Independence mutually agree in writing to exercise one of up to three available one-year renewals. Renewal is needed to maintain uninterrupted tourism operations, continue legally defined governance and reporting structures, ensure ongoing funding and use of marketing materials, and avoid a lapse in the City's designated DMO services.

On May 19, 2026, the Visit Independence Board of Directors approved authorization to exercise the first of three available one-year renewals.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $1,017,000. Funding for the agreement is included in the Tourism Marketing division for professional services on page 120 of the FY2026-27 Proposed Budget.

Council Action:

Department / Contact City Manager /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. City_CVB Agreement CED 5.20.25
2. Res. No. 7129

AGREEMENT FOR THE OPERATION OF THE OFFICIAL DESTINATION MARKETING ORGANIZATION (DMO) FOR INDEPENDENCE, MISSOURI, BETWEEN THE CITY OF INDEPENDENCE, MISSOURI, AND THE INDEPENDENCE CONVENTION AND VISITOR'S BUREAU

THIS AGREEMENT ("Agreement") is made and entered into as of July 1, 2025 (the "Effective Date"), by and between the CITY OF INDEPENDENCE, MISSOURI, a chartered Missouri municipal corporation (hereinafter referred to as "City"), and the INDEPENDENCE CONVENTION AND VISITOR'S BUREAU, d/b/a VISIT INDEPENDENCE, a Missouri nonprofit organization (hereinafter referred to as "CVB").

IT IS HEREBY AGREED BY AND BETWEEN CITY AND CVB, as follows:

ARTICLE I: PURPOSE

The purpose of this Agreement is to formalize the partnership between the City and the CVB for the operation of the Independence Convention and Visitors Bureau aimed at promoting the rich history of Independence while marketing and selling Independence as an overnight destination for the economic benefit of the community. This Agreement outlines the terms and conditions for operation of the CVB.

ARTICLE II: ROLES AND RESPONSIBILITIES

2.1 City of Independence. The City agrees to:

a) Provide $62,000 in one time funding upon execution of this contract for the operation of the CVB as described herein for the 2024-2025 fiscal year.
b) Subject to annual appropriation by the City Council, provide funding in the amount of $1,017,000, for the operation of the CVB as described herein for the City's 2025-2026 fiscal year, beginning on July 1, 2025. Each year thereafter, the City and the CVB shall agree upon an amount to fund the operations of the CVB as described herein.
c) Work with the Executive Director of the CVB during budget preparation to estimate Transient Guest Tax revenues.
d) Designate a member of the City Council to serve on the Board of Directors.
e) Designate the City Manager (or designee), Parks and Recreation Director, and Finance Director, to serve on the Board of Directors.
f) Have the City Manager make recommendations on the filling of any vacancy occurring on the Board of Directors.
g) Provide office space for the CVB in its first two (2) fiscal years of operation (July 1, 2025, to June 30, 2027). A lease term shall be negotiated between the City Manager of the City and the Executive Director of the CVB.

2.2 Independence Convention and Visitors Bureau. The CVB agrees to:

a) Hire an Executive Director for the CVB's day-to-day operations.

b) Serve as the official Destination Marketing Organization (DMO) for Independence, Missouri.
c) Showcase the history and uniqueness of the City of Independence as an attraction to tourists, visitors and individuals; and solicit groups, meetings, trade shows, exhibits, expositions and special events to take place in the City of Independence through marketing, publications, and other means of promotion as may be necessary or expedient to attract such tourists, visitors, individuals, groups, meetings, trade shows, exhibits, expositions and special events to the City of Independence.
d) Develop increased civic interest in the City of Independence as a visitor attraction; promote the distinctive history of the City of Independence; and increase the economic contribution of tourism and the collection of tourism-related taxes for the City of Independence.
e) Work with the Finance Director of the City during budget preparation to estimate Transient Guest Tax revenues.
f) Prepare and submit biannual reports on the CVB's marketing and promotion activities to the City Manager after such activities have been approved by the Board of Directors at their September and March meetings annually.
g) Give an annual presentation of the CVB's activities to the Independence City Council no later than 3 months after the end of the CVB's Fiscal Year.
h) Conduct all meetings of the Board of Directors and retain all records in accordance with Chapter 610, RSMo., also known as the Sunshine Law, and the Secretary of State's rules and regulations regarding records retention. The CVB shall provide all notices, agendas, and agenda packets for meetings of the Board of Directors to the City Clerk at least three (3) business days prior to the scheduled meeting. The Parties agree and understand that this requirement shall remain in place until the CVB is no longer subject to the Sunshine Law, as determined by the City.
i) Allow the City to use any products, pictures, logos, advertisements, and any other sort of product derived from the services provided herein in the original form without any payment for royalties, fees or other compensation.

ARTICLE III: GOVERNANCE STRUCTURE

The Independence Convention and Visitors Bureau Board of Directors shall govern the CVB. This Board will:

a) Be governed by a Board of thirteen (13) Directors (hereinafter referred to as "the Board"). Each Director shall be at least twenty-one (21) years of age and a resident of the City of Independence or a representative of the City, a business, community organization, or tourism destination located within the City of Independence. At least one (1) Director shall be a representative of an Independence attraction; at least one (1) Director shall be a representative or owner of a business located within Independence; at least one (1) Director shall be a Independence community leader; at least one (1) Director shall be a representative of a hotel or lodging establishment located within Independence; and at least one (1) Director shall be from the Independence tourism industry. In addition to the

aforementioned requirements, a City Councilmember, the City Manager (or designee), Parks and Recreation Director, and Finance Director shall also serve on the Board of Directors.

b) Have at least three (3) City representatives on the Board of Director's Executive Committee.
c) Have the City's Finance Director serve as the Secretary/Treasurer.

ARTICLE IV: PAYMENTS BY THE CITY

4.1 Payments

a) As consideration for performing and completing the roles and responsibilities herein, the City will provide one-time funding in the amount of $62,000 in one time funding upon execution of this contract for the 2024-2025 fiscal year, and then $1,017,000, for the operation of the CVB as described herein for the City's 2025-2026 fiscal year, beginning on July 1, 2025. Each year thereafter, the City and the CVB shall agree upon an amount to fund the operations of the CVB as described herein. Starting on July 1, 2025, the City will pay the CVB said amount for fiscal year 2025-2026 in twelve consecutive monthly payments of $84,750 on or before the first day of the month. The obligation of the City to make monthly payments is expressly subject to the following conditions: i) the CVB is not in default under the terms of this Agreement at the time of payment; ii) the Agreement has not been terminated; and iii) sufficient funds have been appropriated by the City Council.
b) The City shall not be responsible or liable for any payments to the CVB in excess of the amount provided herein, subject to the terms of this Agreement. If the CVB contracts for or agrees to pay third parties in excess of the funds provided herein, the City shall have no responsibility or duty to pay such third parties on behalf of the CVB.

4.2 Reductions in Payment

a) The CVB understands and agrees that the funding described above is dependent on the funds collected under to the City's Transient Guest Tax and if at any time during the term of the Agreement the City determines Transient Guest Tax revenue is below projections or funds are necessary for City purposes other than the operation of the CVB, the funding and monthly payments described above may be reduced by providing written notice to the CVB at least thirty (30) days before funding reductions.

4.3 Excess Funds

a) Following the close of the City's Fiscal Year, and upon finalization of the City's annual audit, the City shall report any Transient Guest Tax funds in excess of its annual budget projections to the CVB. The City shall provide this report within thirty (30) days of the audit's completion. Within sixty (60) days of receiving said report from the City, the CVB may request a portion of the excess Transient Guest Tax funds from the City. Such a request shall be made in writing to the City's Finance Director, detailing the amount of excess funding requested, and how the excess funds will be utilized. The City shall respond in writing to the request within thirty (30) days of receipt of the request.

ARTICLE V: TERM AND TERMINATION OF AGREEMENT

5.1 Term of Agreement

a) The term of this Agreement shall be for one year, beginning on July 1, 2025, and terminating on June 30, 2026, unless terminated earlier in accordance with this Agreement.
b) This Agreement may be extended with no more than three (3) one-year renewal options. Such agreements to extensions shall be agreed upon by both Parties in writing by the City Manager of the City and the President of the CVB.

5.2 Termination by Mutual Consent.

a) This Agreement may be terminated at any time by mutual written consent of both the City and the CVB. In such case, the City may require the CVB to return any unspent funds appropriated to the CVB under this Agreement.

5.3 Termination for Breach.

a) In the event of a material breach of this Agreement by either party, the non-breaching party may terminate the Agreement by providing written notice of the breach and allowing a thirty (30) day period to cure such breach. In such case, if the City is the non-breaching party, the City will require the CVB to return any unspent funds appropriated to the CVB under this Agreement.

5.4 Obligations Upon Termination.

a) Upon termination of this Agreement, all obligations of both parties will cease, except for any provisions explicitly intended to survive termination, such as confidentiality and indemnification clauses.

ARTICLE VI: HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, the CVB agrees to protect, defend, hold harmless and indemnify the City, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising from the CVB's acts, errors, or omissions with respect to or in any way connected with the work performed by the CVB pursuant to this Agreement.

ARTICLE VII: DISCRIMINATION PROHIBITED

The CVB shall not aid or permit discrimination in employment or in the delivery of programs and services because of age, race, religion, color, sex, disability, national origin, or ancestry. The CVB shall not permit its vendors or subcontractors aid or permit discrimination in the performance of their services.

ARTICLE VIII: INSURANCE

The CVB shall provide and maintain, as well as furnish to the City with proof of insurance policies with coverage(s), amounts and in a form acceptable to the City, which shall include comprehensive general liability insurance, directors' and officers' liability insurance, errors and omissions insurance, and automobile liability insurance in the amounts established by 537.610,

RSMo. and annually updated by the Missouri Department of Insurance. Insurance procured in accordance with this Agreement shall not and shall not be construed to waive and sovereign immunity or any other immunity or defense available to the City, its City Council, appointed and elected officials, employees, agents, or consultants. The Certificate of Insurance shall include the following statement: "Insurance procured shall not and shall not be construed to waive and sovereign immunity or any other immunity or defense available to the City of Independence, its City Council, appointed and elected officials, employees, agents, or consultants."

ARTICLE IX: NONASSIGNMENT

Except as expressly agreed in writing by both Parties, all services required to be rendered hereunder shall be performed by the CVB. The CVB shall not otherwise subcontract or delegate to others the work and promotional activities to be performed under this Agreement.

ARTICLE X: THE CVB IS AN INDEPENDENT CONTRACTOR

The CVB agrees that in performing the work required under this Agreement, it is not an agent or employee of the City but an independent contractor for professional services with full rights to manage its employees subject to all applicable laws, rules, and regulations. All persons employed by or contracted with the CVB to furnish labor and/or materials in connection with the work under this Agreement are not employees of the City in any respect.

ARTICLE XI: MISCELLANEOUS

11.1 Amendments

a) This Agreement may only be amended by written agreement of both parties. Any amendments shall be approved by the Independence City Council and the Independence Convention and Visitors Bureau Board of Directors.

11.2 Governing Law and Jurisdiction

a) This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri.

11.3 Entire Agreement

a) This Agreement constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, whether written or oral.

11.4 Third Parties

a) The Services to be performed by the CVB are intended solely for the benefit of the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

11.5 Missouri Immigration Law Affidavit

a) Pursuant to 285.530, RSMo., the CVB shall, by documentation and affidavit, affirm its enrollment and participation in a federal work authorization program with respect to its employees working in connection with the services discussed herein. The CVB shall also,

by affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the services discussed herein.

11.6 Anti-Discrimination Against Israel

a) Pursuant to 34.600, RSMo., the CVB, by singing this Agreement, certifies that the CVB is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

11.7 Compliance with Laws

a) The CVB agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the services discussed herein.

11.8 Notices

a) Notice provided to the City pursuant to this Agreement shall be provided to: City Manager, 20201 E Jackson Dr., Independence, MO 64057.
b) Notice provided to the CVB pursuant to this Agreement shall be provided to: Independence CVB President, 20201 E Jackson Dr., Independence, MO 64057.
c) All notices required or permitted herein under and required to be in writing may be given by email or by first class mail at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

City of Independence	**Independence Convention and Visitors Bureau**
By:	By:
Name: Zachary Walker	Name: Charles E. Dissell
Title: City Manager	Title: President
Date: June 3, 2025	Date: May 19, 2025

IEDP Resolution
05/20/2025 – CD

BILL NO. 25-749

RESOLUTION NO. 7129

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF INDEPENDENCE, MISSOURI, AND THE INDEPENDENCE CONVENTION AND VISITORS BUREAU, d/b/a VISIT INDEPENDENCE, FOR THE OPERATION OF THE OFFICIAL DESTINATION MARKETING ORGANIZATION (DMO) FOR INDEPENDENCE.

WHEREAS, the tourism industry is a vital contributor to the economic growth and community development of the City of Independence; and

WHEREAS, following the challenges posed by the COVID-19 pandemic, competition for tourism visits has intensified, placing Independence at a competitive disadvantage due to its current structure and limited resources; and

WHEREAS, in July 2024, the City's tourism consultant recommended the establishment of a stand-alone 501(c)(6) Independence Visitors Bureau to focus on supporting and promoting tourism activities; and

WHEREAS, the stand-alone model would address competitive disadvantages, increase funding potential, and align the City's tourism efforts with industry best practices; and

WHEREAS, the City Council recognizes the potential benefits of a dedicated Visitors Bureau, including enhanced marketing efforts, increased tourism revenues, and stronger partnerships with local businesses and organizations;

WHEREAS, on December 2, 2024, the City Council adopted Resolution 24-796 supporting the establishment of the Independence Convention &Visitors Bureau as a 501(C)(6) Organization to promote tourism.

WHEREAS, the City deems it in the public interest to enter into this Agreement and agree to the operation of the Independence Convention and Visitors Bureau for the above stated purposes.

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

Section 1. That the agreement between the City of Independence, Missouri and the Independence Convention and Visitors Bureau for the operation of Visit Independnece is hereby approved.

Section 2. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute, for and on behalf of said City the agreement between the City

of Independence, Missouri and the Independence Convention and Visitors Bureau for the operation of Visit Independnece.

PASSED THIS 2nd DAY OF JUNE 2025 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Suzanne Howard
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Zachary Walker
City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize a contract with WHC SAF, LLC for the purpose of providing on-demand micro-transit services for the period of July 1, 2026, through June 30, 2027, in the amount of $830,425, and authorizing change orders of up to ten percent (10%) of the authorized amount. **Approved**

Recommendations:

Council approval is recommended.

Background:

The City of Independence utilizes WHC SAF, LLC (zTrip) to provide on-demand microtransit services within the City limits through the IRIS program. The attached Ground Transportation Agreement establishes terms, responsibilities, pricing, insurance requirements, service parameters, and operational expectations for the period of July 1, 2026 through June 30, 2027.

The agreement outlines:

- 12-month term of service
- Service model, hours of operation, and virtual stop structure, which is the same as the current agreement.
- Pricing structure, including hourly vehicle rates and fare design. Please note the fare design is the same while the hourly vehicle rates include a 2% increase.
- Insurance, driver requirements, and service quality standards
- Fuel adjustment clause for operating cost variability, which is new to this contract.

The proposed fuel clause in the IRIS Independence Agreement is intended to provide a fair and transparent mechanism for addressing significant fluctuations in fuel costs during the contract term. Because fuel represents a major operational expense for transit service providers, unexpected increases in fuel prices can substantially impact the contractor's ability to maintain consistent service levels and operational reliability.

The clause establishes a clearly defined adjustment schedule tied to fuel price ranges, allowing the City to pay only for documented increases above the established base rate of $4.01–$4.10 per gallon. This structure protects both parties by ensuring adjustments are predictable, measurable and directly connected to actual market conditions rather than arbitrary price increases.

This contract allows the City to maintain continuous service for residents relying on IRIS for essential mobility.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $913,468, including contingency. Funding for transportation services is included in the Fiscal Year 2026-2027 budget in the Transportation section of the Community Development budget (page 109).

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. IRIS Contract

GROUND TRANSPORTATION AGREEMENT
Addendum 1

This AGREEMENT is made by and between the City of Independence, with its principal offices located at 111 East Maple Ave, Independence, MO 64050 (hereinafter referred to as "CLIENT") and WHC SAF, L.L.C. d/b/a ZTRIP, with its principal offices located at 1300 Lydia, Kansas City, Missouri 64106 (hereinafter referred to as "ZTRIP") to provide the terms and conditions for ZTRIP to provide and CLIENT to purchase ground transportation services in the Kansas City Metropolitan area.

1. BACKGROUND

CLIENT requires ground transportation services as well as other certain vehicle movements within the metropolitan area. ZTRIP shall provide the ground transportation services for CLIENT's requirements.

2. SCOPE OF THE AGREEMENT

In consideration of the mutual covenants contained herein, it is agreed CLIENT shall hire ZTRIP for the term stated in paragraph 3 hereof, in accordance with the terms and conditions of this Agreement.

3. TERM

This Agreement shall have a term of twelve (12) months, commencing July 1, 2026, and ending June 30, 2027.

4. AGREEMENT CANCELLATION FOR CAUSE

During the initial term or any renewal term, either CLIENT or ZTRIP may terminate this Agreement for cause by sending written notice to the other party stating the section of the Agreement that has been breached together with a statement as to what action is required to cure such breach. The other party shall have thirty (30) days from the date it receives the written notice to cure such alleged breach. In the event it fails to cure the breach, this Agreement may be terminated at any time thereafter by written notice to such party. The notices required under this paragraph shall be in writing and sent certified mail, return receipt requested.

5. REPRESENTATION AND WARRANTIES

WHC SAF, L.L.C. warrants it is in compliance with all federal and state laws and regulations and will maintain such compliance during the term of this Agreement. ZTRIP warrants all drivers will have completed ZTRIP's Exclusive Driver Orientation Program. Among many other requirements, each driver will maintain a valid Commercial Drivers License (or its equivalent), be subjected to initial and random drug testing and will dress and act in a professional manner.

zTrip

6. OPERATION

ZTRIP will provide ground transportation services for CLIENT's pursuant to the terms and specifications mutually agreed to by the parties hereto, and as may be amended from time to time. The minimum schedule for service is outlined in "ATTACHMENT A".

7. PRICING SCHEDULE

Per vehicle hourly rates charges have been established for all requested services. A detailed price schedule is included in "ATTACHMENT A".

8. PAYMENT

Invoices based on services requested by the CLIENT will be submitted by ZTRIP to CLIENT no later than monthly. Payment will be due net thirty (30) days. Invoices shall be mailed to:

Tom Scannell
Community Development Director
111 East Maple Ave
Independence, MO 64050

9. INDEPENDENT CONTRACTOR

ZTRIP is a large-scale provider of transportation services in the metropolitan Kansas City area. ZTRIP is an independent contractor and provides the same or similar services for other clients. ZTRIP and CLIENT agree neither ZTRIP nor any employee or contractor of ZTRIP shall be deemed to be an employee or contractor of CLIENT and CLIENT shall not be responsible for any salary, benefits and other compensation to ZTRIP employees or contractors.

10. VEHICLES AND INSURANCE

A. Each vehicle will be fully licensed, safety inspected and equipped with the following amenities: full climate-control, mobile communication devices. Each vehicle will be expertly maintained and detailed.

B. All vehicles and drivers will be designated as "Non-Smoking".

C. ZTRIP will maintain, at its own expense the following insurance coverage:

(a) Commercial General Liability Insurance Coverage of at least $1,000,000.
(b) State Worker's Compensation Insurance in accordance with Missouri's statutory limits.
(c) Comprehensive Automobile Liability Insurance of at least $1,000,000.
(d) Employers Liability Insurance of at least $1,000,000.

All policies will be evidenced by an insurance certificate that will name CLIENT as an additional insured. ZTRIP agrees to notify CLIENT immediately if any such insurance coverage is canceled or changed.

11. INDEMNIFICATION

ZTRIP agrees to indemnify CLIENT against any and all liability, damages, losses, and judgments, including costs and expenses thereto, which may (1) accrue against or be suffered by, charged to, or recoverable from ZTRIP by reason of loss or damage to property, or by reason of injury to or death of any person, other than officers, agents, and employees of CLIENT, arising out of or in any way connected with the furnishing of services pursuant to this agreement, unless caused by the

sole negligence of CLIENT or by joint negligence of CLIENT and any person, firm, or corporation other than ZTRIP, its officers, agents or employees, or (2) accrue against or be suffered by, charged to, or recoverable from ZTRIP by reason of injury to or death of any officers, agents, or employees, of ZTRIP caused by negligence on part of ZTRIP, its officers, agents, or employees, in connection with any matter dealt with in this agreement.

12. EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the deletion of the invalid provision.

13. MODIFICATIONS

This Agreement may not be modified or amended except in writing and signed by an authorized representative of CLIENT and ZTRIP.

14. NO ASSIGNMENT

Neither party will assign or transfer any of its rights or obligations under this Agreement without the written consent of the other party, which shall not be unreasonably withheld.

15. LAWS AND REGULATIONS

The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the state of Missouri.

16. LIMITATIONS

ZTRIP agrees to use its best efforts to provide the transportation services to CLIENT and its customers as described herein; however, ZTRIP shall not be responsible for any incidental, consequential or punitive damages resulting from any breach hereof.

IN WITNESS WHEREOF, the parties have signed this Agreement effective as set forth in this Agreement.

WHC SAF, LLC

BY: _____

Terrance O'Toole
President, Kansas City Operations

DATE: _____

City of Independence

BY: _____

Tom Scannell
Community Development Director

DATE: _____

ATTACHMENT "A"

SERVICE & PRICING SCHEDULE

Pricing

Operational Costs

- **Ambulatory Service:** Billed at **$44.18 per vehicle revenue hour**. This rate covers all operational expenses, including driver wages, fuel, insurance, and vehicle maintenance.

- **Wheelchair-Accessible Minivan Service:** Billed at **$49.43 per vehicle revenue hour.** This rate includes the additional costs associated with maintaining and operating ADA-compliant vehicles, as well as specialized driver training.

Fares

The fare structure for the IRIS service will feature a flat rate of $5.00 per trip. However, trips that either start or end at designated transfer points, will be offered free of charge. Riders can pay using a variety of methods, including credit/debit cards through the mobile app or cash in vehicle in the EXACT amount of fare due, no change will be given.

Scope of Work

Service Zone & Model

- zTrip's IRIS program will deliver on-demand microtransit services within the boundaries of the City of Independence. The service model will feature point-to-point "virtual stops," strategically selected to maximize coverage and accessibility. In collaboration with our technology partner RideCo, zTrip will work closely with the City to identify and establish these stops. This approach ensures that residents across the city have access to efficient and convenient transportation options, tailored to meet the needs of the community.

Hours of Operation

- The IRIS service will operate Monday-Saturday, 6:00am-6:00pm, excluding holidays. This coverage ensures that residents have access to reliable transportation at any time, accommodating varying schedules and needs.

Fuel Clause

The following Fuel Price Adjustment Formula is incorporated as part of our price submittal for the IRIS Independence Agreement.

Range Low		Range High	Variable Rate Per Hour Increase
$4.81	-	$4.90	$1.30
$4.71	-	$4.80	$1.15
$4.61	-	$4.70	$1.00
$4.51	-	$4.60	$0.85
$4.41	-	$4.50	$0.70
$4.31	-	$4.40	$0.55
$4.21	-	$4.30	$0.40
$4.11	-	$4.20	$0.25
$4.01	-	$4.10	Base Rate

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue purchase orders totaling $2,500,000, and to authorize change orders up to ten (10) percent of the total authorized amount, for augmented journeyman lineman crews with Capital Electric Line Builders, J.F. Electric, and Black & McDonald, to support Independence Power & Light (IPL) operations through June 30, 2027. **Approved**

Recommendations:

Council approval is recommended.

Background:

Independence Power & Light (IPL) has experienced persistent staffing shortages within its Transmission & Distribution (T&D) line operations, impacting the utility's ability to meet ongoing maintenance and construction requirements. Utilizing augmented journeyman lineman crews will enable IPL to meet critical workload demands, maintain customer reliability, support capital project schedules, and provide operational flexibility while recruitment efforts continue.

A Request for Proposal (RFP) was issued in April 2026, which resulted in the City obtaining four (4) proposals. The evaluation team reviewed all four proposals and recommended an award to Capital Electric Line Builders, J.F. Electric, and Black & McDonald. These three vendors are signatories to IBEW Local 53. All personnel assigned to IPL under this agreement consist of properly classified journeymen, apprentices, and support personnel with experience in utility line work. Capital Electric Line Builders, J.F. Electric, and Black & McDonald all have the specialized equipment and availability needed to immediately supplement IPL's T&D operations as well as the capability to supplement staff during storm restoration and major event incidents.

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

Emergency Justification:

Fiscal Impact:

The fiscal impact on the City totals $2,750,000, including contingency, for all three selected vendors. Amounts paid to each vendor may vary due to availability and assigned tasks. Funding for augmented journeyman lineman crews is included in the fiscal year 2026-27 proposed budget, page 210, project account number 0206150-5226, T & D, Professional Services, IPL Fund 020.

Council Action:

Department / Contact Power and Light /

REVIEWERS

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

ATTACHMENTS:

1. Black and McDonald RFP response for Augmented Line Crew Support for Power & Light
2. Letter of Assent - Black and MCDonald - with IBEW Local 53
3. Capital Electric's RFP response for Augmented Line Crew Support for Power & Light
4. Capital Electric Affidavits to RFP for Augmented Line Crew Support Services for Power & Light
5. J.F. Electric's Cover Sheet for the RFP for Line Crew Support Services for Power & Light
6. J.F. Electric's Signed Contract for Professional Services for Line Crew Support Services for Power & Light
7. J.F. Electric's Letter of Intent & Proposal for Line Crew Support Services for Power & Light
8. J.F. Electric's Attachment L - Labor & Equipment Rates

INDEPENDENCE
★ MISSOURI ★

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

REQUEST FOR PROPOSAL #26009

LINE CREW SUPPORT SERVICES FOR INDEPENDENCE POWER & LIGHT (IPL)

ATTENTION PROPOSER – COMPLETE AND RETURN WITH PROPOSAL

Proposing Firm Black and McDonald Phone 816-483-0257
(Please print or type)

Address 6900 Executive Dr. City Kansas Ctiy State MO Zip 64114

Name of Authorized Agent Eric S. Vogel JR. Email esvogel@blackandmcdonald.com

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

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

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

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

Black & McDonald
6900 Executive Dr
Kansas City, MO 64114
816-483-0257

Date: April 28th, 2026

Independence Power and Light
Procurement Division

111 E Maple, PO Box 1019
Independence, Missouri 64051

Re: Letter of Intent – Line Crew Support Services RFP

Dear Evaluation Committee,

Black & McDonald is pleased to submit this Letter of Intent in response to Independence Power and Light's Request for Proposal for **Line Crew Support Services**. This letter confirms our intent to enter into a contractual agreement with Independence Power and Light for a **three (3) year term**, in accordance with the requirements and conditions outlined in the RFP if selected as the winning contractor.

Black & McDonald brings extensive experience in electric utility construction, maintenance, and emergency response, with a demonstrated history of safely and reliably supporting municipal utilities. Our organization understands the operational, safety, and regulatory obligations essential to maintaining a resilient and reliable electric distribution system, and we are fully prepared to provide qualified line crew support that aligns with Independence Power and Light's standards and service expectations.

We value the **strong, collaborative relationship** Black & McDonald has established with Independence Power and Light through prior engagements. This history has allowed us to develop a deep understanding of IPL's system, operational priorities, and community-focused mission. We believe this familiarity positions Black & McDonald to deliver immediate value, seamless coordination, and consistent performance throughout the proposed contract term.

Should Black & McDonald be selected through this RFP process, we commit to:

- Providing experienced, properly trained, and safety-focused line crews.
- Meeting all applicable local, state, and federal regulations.
- Supporting planned work, emergency restoration, and system improvement initiatives.
- Maintaining open communication, accountability, and responsiveness throughout the contract term.

This Letter of Intent is submitted in good faith and signifies Black & McDonald's readiness to finalize contract negotiations and execute a formal agreement upon award.

We appreciate the opportunity to continue supporting Independence Power and Light and look forward to further strengthening our partnership. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

Eric S. Vogel Jr.
General Manager
Black & McDonald

Line Crew Support Services for Independence Power & Light (IPL)
Request for Proposal (RFP) #26009

Proposed RFP Schedule

These dates and times are subject to change:

Issue RFP	April 2, 2026
Deadline for questions	April 22, 2026, 5:00 p.m. local time
Proposals due	April 28, 2026, 5:00 p.m. local time
Evaluation	April 29 – May 13, 2026

Structure of the RFP
For the convenience of the proposer, this RFP is structured as follows:

Section 1 – Introduction
Section 2 – Intent and Objectives
Section 3 – Scope of Services
Section 4 – Performance Expectations
Section 5 – Proposal Requirements
Section 6 – Contract Term
Section 7 – Evaluation Criteria
Section 8 – Submission Instructions
Section 9 – Evaluation Process
Section 10 – Right of Protest
Section 11 – Terms and Conditions
Attachment 1 – Insurance Requirements
Attachment 2 – Affidavit of Non-Conflict of Interest and Non-Collusion
Attachment 3 – Affidavit of Anti-Discrimination against Israel Act
Attachment 4 – Affidavit of Acceptance of Missouri Prevailing Wage
Attachment 5 – Affidavit of Completion of OSHA Construction Safety Program
Attachment 6 – Immigration/E-verify Affidavit
Attachment 7 – Contract for Services

Line Crew Support Services for Independence Power & Light (IPL)
Request for Proposal (RFP)#26009

1. INTRODUCTION

The City of Independence, Missouri ("City"), on behalf of Independence Power & Light (IPL), invites sealed proposals from qualified firms to provide comprehensive **line crew support services** for IPL's electric utility operations. The selected contractor(s) will supplement IPL's internal workforce and support ongoing system maintenance, construction, emergency response, and capital improvement programs.

This RFP seeks firms capable of providing **union-represented line crews** with demonstrated experience in electric utility operations and the ability to safely perform work on transmission, sub-transmission, and distribution systems.

The City intends to award one or more contracts for an initial term of three (3) years, with the option to extend based on performance, operational needs, and City approval.

2. INTENT AND OBJECTIVES

IPL intends to establish a long-term, performance-based partnership with qualified contractors to:

- Supplement internal line crews to meet operational demands
- Support capital improvement schedules and customer-driven projects
- Enhance system reliability and responsiveness
- Ensure rapid response capability for outages, storm events, and emergencies
- Provide scalable resources to address fluctuating workload demands

This RFP is issued to create a competitive, transparent procurement process for services previously secured through temporary or sole-source arrangements.

3. SCOPE OF SERVICES

3.1 General Requirements

The contractor shall provide up to five (5) qualified line crews, based on IPL's needs and work volume, to perform work across IPL's transmission, sub-transmission, and distribution systems. Crews must be capable of performing a full range of utility construction, maintenance, and operational tasks, including but not limited to:

- Transmission, sub-transmission, and distribution line construction and maintenance
- Overhead line work including pole replacements, conductor installation, structural upgrades, and associated appurtenances
- Underground line work including cable installation, fault repair, splicing, terminations, and system extensions
- Directional boring and trenchless conduit installation, including restoration activities
- System upgrades and reliability improvements
- Customer service projects and service extensions
- Support of capital improvement projects and scheduled system enhancements
- New business and infrastructure development coordination

All crews must be capable of working interchangeably on overhead and underground assignments as directed by IPL.

3.2 Dock Crews and Daily Operations

Contractor shall provide dedicated dock crews that:

- Report to IPL-designated facilities for daily assignments
- Coordinate directly with IPL supervisors, dispatch, and system operations

- Remain available for reassignment based on evolving operational needs
- Follow IPL procedures, schedules, and communication protocols

Dock crews shall be capable of executing both scheduled and unscheduled work assignments with flexibility and efficiency.

3.3 After-Hours, Trouble Work, and Storm Response

Contractor must provide:

- 24/7 on-call availability
- Rapid mobilization for after-hours emergencies
- Crews for trouble calls and urgent repairs
- Full response capability for storm restoration and major event incidents
- Support for mutual aid events when requested

Contractor crews must be able to safely operate extended shifts and comply with all safety standards during emergency operations.

3.4 Union Workforce Requirement

All personnel assigned to IPL under this agreement must be represented by an organized labor union such as IBEW or equivalent. Crews must consist of properly classified journeymen, apprentices, and support personnel with verifiable experience in utility line work. The contractor shall provide documentation of union affiliation upon request.

3.5 Safety and Compliance

The contractor must:

- Maintain an active and documented safety program
- Comply with all applicable OSHA standards and federal, state, and local regulations
- Participate in IPL safety briefings and job hazard analysis processes
- Adhere to IPL switching, clearance, tagging, and lockout procedures
- Provide annual safety performance metrics including EMR and OSHA records
- Immediately report all incidents, accidents, or near-misses to IPL

Failure to meet IPL safety standards may result in suspension or termination of services.

3.6 Equipment Requirements

Contractors shall provide all tools, vehicles, and equipment necessary to perform work safely and efficiently, including but not limited to:

- Bucket trucks and digger derricks
- Line trucks and support vehicles
- Directional boring equipment
- Cable handling and pulling equipment
- Specialty tools and safety equipment
- Personal Protective Equipment for all personnel

All equipment must be maintained in accordance with industry safety standards and be subject to inspection by IPL.

4. PERFORMANCE EXPECTATIONS

Contractor(s) must:

- Meet IPL project timelines and work schedules
- Support customer requirements and capital construction commitments
- Maintain consistent staffing and workforce continuity
- Provide accurate daily reports, time sheets, and documentation
- Demonstrate professional conduct with IPL personnel and customers
- Coordinate effectively with IPL field and engineering staff

Repeated failures to meet performance standards may result in contract termination.

5. PROPOSAL REQUIREMENTS

Proposals shall include the following:

5.1 Company Qualifications

- Company history and years in utility construction services
- Organizational structure and management approach
- Union affiliation documentation
- Proposed staffing plan and crew structure

5.2 Experience

- Relevant project experience for utilities of similar size
- Storm response and emergency restoration experience
- References (minimum of three)

5.3 Equipment Inventory

- List of equipment to be dedicated to IPL
- Backup equipment availability
- Equipment maintenance procedures

5.4 Safety Program

- EMR for past five (5) years
- OSHA 300 logs for past five (5) years
- Safety training and certification records
- Safety management approach and protocols

5.5 Pricing Structure

- Hourly labor rates
- Equipment rental rates
- Overtime, standby, and emergency rates
- Mobilization and travel charges
- Any surcharges or additional fees

Pricing must remain firm for the contract duration unless approved by the City.

6. CONTRACT TERM

The City intends to award a three (3) year agreement, with optional extensions based on performance and funding availability.

7. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Qualifications and technical capability – 30%
- Union workforce stability and experience – 15%
- Safety program and performance – 20%
- Pricing and cost competitiveness – 20%
- Equipment capabilities – 10%
- References and past performance – 5%

Proposals shall be evaluated on these criteria. The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information, if it is not included in the proposer's original proposal. Failure to provide such information may have an adverse impact on the evaluation of the proposer's proposal.

8. SUBMISSION INSTRUCTIONS

Proposals must be received by the date and time stated on page 2, through www.publicpurchase.com. The proposer shall submit, at a minimum, the following information and documents as part of the proposal:

A. Cover sheet, completed
B. Letter of intent/introduction from proposer
C. Affidavits, completed and notarized
D. Response to the requirements in this RFP
E. Contract for Professional Services (attached), completed and signed, or list of exceptions or respondent offered contract for consideration to be negotiated. The city is under no obligation to accept respondents exceptions to terms and conditions or contract.

Proposals will not be accepted after the deadline for submission, regardless of the reason. Any exceptions to the RFP must be submitted as part of the proposal. Firms selected for award will be required to provide proof of insurance and City of Independence business license as stipulated herein.

9. EVALUATION PROCESS

The City will deem a proposal nonresponsive when critical information is lacking, or the submission represents a major deviation from the requirements of the RFP. Minor omissions or informalities may be waived at the sole option and discretion of the City. The City also reserves the right to reject any and all proposals, make no award, or make multiple awards as a result of this solicitation. Responsive proposals will be evaluated in the following manner:

A. An evaluation team will review and rank all proposals individually according to the criteria established in this RFP. The team may contact proposers if any clarification is needed on the proposal.
B. Proposers whose proposals are ranked the highest by the evaluation committee may be asked to participate in an interview and demonstration process to ensure a mutual understanding of the City's requirements and the proposal. However, the committee may decide that interviews or demonstrations are not necessary and make recommendation for award based on the information provided in the proposal. Interviews and demonstrations will be scored by the evaluation team based on criteria developed by the team during the evaluation process.
C. The firm that provides the City with the best value based on the established evaluation criteria will be recommended for approval. Procurement in excess of $100,000 require City Council approval prior to award.
D. In accordance with federal, state and local laws, the proposal documents will be available for public review following: rejection of all proposals; posting of the Notice of Intent to Award; execution of the contract or purchase order.

10. RIGHT OF PROTEST

A Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com for procurements in excess of $100,000. Any protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor www.publicpurchase.com shall be responsible for directly notifying proposer of the Notice of Intent to Award. Protests must be received in the office of the Procurement Manager and must contain the company name, address, phone number and signature of the authorized representative; solicitation number; a detailed statement describing the grounds for the protest; and supporting evidence or documents to substantiate the claim. The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

11. TERMS AND CONDITIONS

The selected contractor must comply with all City procurement requirements, including but not limited to:

- Insurance and bonding requirements
- Equal Employment Opportunity policies
- Non-discrimination clauses
- City safety regulations
- Governing law provisions

Full contract terms will be included in the final agreement.

A. COMPENSATION

The City shall pay the successful proposer an amount not to exceed the amount stated in the fee schedule included in the proposer's proposal. Regular (e.g. monthly) invoices shall be submitted by the successful proposer to the City for payment of services performed and expenses incurred. Invoices shall indicate the hours expended for each person, the total labor billing, and a summary of other expenses and charges with supporting documentation. Payment will be made by the City within thirty (30) days of receipt of invoice. Payment with the City's credit card is the preferred method of payment, provided no processing fees are assessed. If proposer will not accept the City's credit card, payment will be made via check on a Net 30 basis. The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Successful proposer shall not include any sales or use taxes on transactions between the successful proposer and City.

B. VENDOR SELF SERVICE (VSS)

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

C. PERMITS AND LICENSES

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

D. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by successful proposer as part of the services shall become the property of City, provided, however, that successful proposer shall have 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.

E. CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

Either party may request changes within the general scope if a contract is awarded. If a requested change causes an increase or decrease in the price or time required to perform the contract, City and

successful proposer 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 written modification.

F. STANDARD OF CARE
Successful proposer 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.

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

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

H. INSURANCE
See attached Insurance Requirements.

I. SHIPPING, TITLE, AND RISK OF LOSS
All sales and deliveries are F.O.B. City.

J. DELAY IN PERFORMANCE
Neither City nor successful proposer shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. 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 successful proposer as required. Should 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 the contract.

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

The contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to contractor.

L. WAIVER

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

M. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of the contract or the occurrence of any event that renders any portion or provision of the contract void shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the contract, and the balance of the 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 the 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 section shall not prevent the entire contract from being void if a provision, which is of the essence of this contract, be determined void.

N. SUCCESSORS AND ASSIGNS

City and successful proposer 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 the contract.

O. ASSIGNMENT

Neither City nor successful proposer shall assign any rights or duties under the 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 the contract.

P. THIRD PARTY RIGHTS

Nothing in this document shall be construed to give any rights or benefits to anyone other than City and successful proposer.

Q. INDEPENDENT CONTRACTOR

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

R. AUDIT

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

S. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the successful proposer agrees:
Not to discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The successful proposer 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 successful proposer 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.

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

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

To 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.

To 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 the successful proposer is not compliant 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 proposer 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 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The successful proposer will take such action with respect to any sub-contractor or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an successful proposer becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the department, the successful proposer may request the United States to enter into such litigation to protect the interest of the United States.

T. ANTI-DISCRMINATION 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.

U. GOVERNING LAW

Contracts shall be governed by the laws of the State of Missouri. The City and the successful proposer agree that the performance of a contract will be deemed to have occurred in the State of Missouri and

that successful proposer's performance under the contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under the contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the successful proposer submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

V. MISSOURI SUNSHINE LAW

The proposer acknowledges and agrees that the City is bound by the Missouri Open Records Law (Sunshine Law) and cannot protect information for the sole reason that it is marked "confidential" or "proprietary". All information submitted in response to this RFP shall be available for public review in accordance with all federal, state and local laws after: 1) posting of the Notice of Intent to Award; 2) a contract has been executed; or 3) all proposals have been rejected. Requests must be submitted in writing to the Procurement Manager, City of Independence

W. COMMUNICATIONS

Any communication shall be made in writing to the authorized representative at the address specified below on the cover page of the proposal response. Communications with the City shall be to Procurement Manager, 111 E. Maple, Independence, MO 64050. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of successful proposer and City.

X. SEPARATE CONTRACTS

City and successful proposer 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.

Y. ENTIRE CONTRACT

A contract resulting from this solicitation and successful proposer's proposal represents the entire agreement between the City and successful proposer. All previous or contemporaneous agreements, representations, promises and conditions relating the successful proposer's services described herein are superseded.

Z. PRECEDENCE OF DOCUMENTS

The RFP including the terms and conditions, the successful proposer's proposal, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order or contract shall take precedence over the RFP and the RFP shall take precedence over the proposer's proposal.

INSURANCE REQUIREMENTS
Professional Services

Service Provider agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from an insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VIII" financial rating, unless otherwise agreed to by the City. All policies shall be on an occurrence basis unless otherwise agreed and cover sub-contractors and independent contractors performing work on behalf of Service Provider under this Agreement. Service Provider shall provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) shall be filed with the City prior to commencement of any work.

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

Limits -	
Each Claim:	$1,000,000
General Aggregate:	$1,000,000

Commercial General Liability: The City shall be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance.

Limits -	
Each Occurrence:	$1,000,000
Personal & Advertising Injury:	$1,000,000
Products/Completed Operations Aggregate:	$1,000,000
General Aggregate:	$2,000,000

Automobile Insurance: Policy shall protect Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
Any Auto; OR
All Owned Autos; Hired Autos; and Non-Owned Autos

Notwithstanding the foregoing, should Service Provider not own any automobiles, the automobile liability requirements shall be amended to allow Consulting to maintain only Hired and Non-Owned Auto protection.

Limits -	
Each Accident;	
Bodily Injury and Property Damage:	$1,000,000

Worker's Compensation: The insurance shall protect Service Provider against all claims under applicable state Worker's Compensation laws. Service Provider shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable. Coverage shall extend to include the "All States" endorsement.

Employer's Liability (Provision under the WC program):

Limits -	
Bodily Injury by Accident:	$100,000 Each Accident
Bodily Injury by Disease:	$500,000 Policy Limit
Bodily Injury by Disease:	$100,000 Each Employee

Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Service Provider nor has the City assessed the risk that may be applicable to Service Provider. Service Provider shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. Any deviation from the requirements set forth in this Insurance section may be allowed by the City Risk Manager subject to the City Legal Department's review and approval.

INDEMNITY

Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

Indemnification and Hold Harmless: For purposes of this Agreement, Contractor agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
Comply: Exception:

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, respondent acknowledges that is has read and understand the insurance requirements for the proposal. Respondent also understand that the certificate of required insurance must be submitted within fifteen (15) days following the notification of award. No final contract will be signed by the City until all Certificate of Insurance are received and meet the minimums noted herein.

RFP: #26009 - Line Crew Support Services for Independence Power & Light (IPL)

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

Custom Lighting Services LLC d/b/a Black & McDonald of the City of Kansas City

, County of Jackson , State of Missouri ,

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

1. That I am the General Manager (Title of Affiant) of

   Black and McDonald Limited (Name of Proposer) and

   have been authorized by said proposer to make this affidavit on the proposer's behalf;

2. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City employee is financially interested in what the proposer is offering to sell to the City pursuant to this RFP, nor is the proposer a City employee or board member whose proposal creates a conflict of interest. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit proposals or the selection of the successful proposer;

3. Proposer has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this RFP; and

4. Proposer is responsible for submitting with his or her proposal a record of any discussion with a Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any other City employee regarding this RFP; and

5. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

Eric S. Vogel Jr. (Name of Proposer)

By: [signature] (Signature of Affiant)

General Manager (Title of Affiant)

Subscribed and sworn to before me this 28th day of April, 2026.

SARA D. GREEN
NOTARY PUBLIC, NOTARY SEAL
(SEAL) STATE OF MISSOURI
JACKSON COUNTY
COMMISSION # 00410204
MY COMMISSION EXPIRES: 11/17/2029

[signature]

NOTARY PUBLIC in and for the County of Jackson

State of Missouri

My commission expires:
11/17/29

Respondent is requested to return affidavit with proposal

AFFIDAVIT
ACCEPTANCE OF MISSOURI PREVAILING WAGE

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

Custom Lighting Services, LLC d/b/a Black & McDonald of the City of Kansas City

_____, County of Jackson, State of Missouri,

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

1. That I am the General Manager (Title of Affiant) of

Custom Lighting Services, LLC d/b/a Black & McDonald (Name of Bidder) and have been authorized by said bidder to make this affidavit on the bidder's behalf;

2. Bidder understands and acknowledges that acceptance of the state of Missouri Prevailing Wage Rate Requirements in accordance with the Missouri Department of Labor and Industrial Relations is required in order to be considered for award of this solicitation; and

Eric S. Vogel Jr. (Name of Bidder)

By: _____ (Signature of Affiant)

General Manager (Title of Affiant)

Subscribed and sworn to before me this 28th day of April, 2026.

Sara D. Green

(SEAL)

SARA D. GREEN
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
COMMISSION # 00410204
MY COMMISSION EXPIRES: 11/17/2029

NOTARY PUBLIC in and for the County of Jackson

State of Missouri

My commission expires:
11/17/29

Respondent is requested to return affidavit with proposal

AFFIDAVIT
ACCEPTANCE OF ANTI-DISCRIMINATION AGAINST ISRAEL ACT

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

Custom Lighting Services, LLC d/b/a Black & McDonald of the City of Kansas City

_____, County of Jackson, State of Missouri,

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

1. That I am the General Manager (Title of Affiant) of

   Custom Lighting Services, LLC d/b/a Black & McDonald (Name of Bidder) and have been authorized by said bidder to make this affidavit on the bidder's behalf;

2. Per Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act, Contractor hereby certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; and

Eric S. Vogel Jr. (Name of Bidder)

By: _____ (Signature of Affiant)

General Manager (Title of Affiant)

Subscribed and sworn to before me this 28th day of April, 2026.

_____

(SEAL)

NOTARY PUBLIC in and for the County of _____

State of _____

My commission expires:

Respondent is requested to return affidavit with proposal

IMMIGRATION/E-VERIFY AFFIDAVIT

LONG FORM

STATE OF MISSOURI)
) ss
COUNTY OF)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:
Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:
Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:
A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:
An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

1. My name is Eric S. Vogel Jr. (Printed Name) and I am currently the (Title) of General Manager of Custom Lighting Services, LLC d/b/a Black & McDonald (Business Name) (hereinafter "Contractor"), whose business address is 6900 Executive Dr. Kansas City, MO 64120 _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

AFFIDAVIT OF COMPLETION OF OSHA CONSTRUCTION SAFETY PROGRAM

STATE OF Missouri

COUNTY OF Jackson

I, Eric S. Vogel Jr., do hereby authenticate that I am a duly authorized agent of Custom Lighting Services, LLC d/b/a Black & McDonald and I have all requisite power and authority to execute and deliver this Affidavit and am competent to testify to the matters stated herein on behalf of Custom Lighting Services, LLC d/b/a Black & McDonald.

Custom Lighting Services, LLC d/b/a Black & McDonald has provided a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program for employees that have not previously completed the required program and, and will require all employees who have not previously completed the required program to complete the program within sixty days (60) of beginning work on any construction project for the City of Independence, Missouri.

Any employee found on a work site subject to this section without documentation of the successful completion of the course required under Missouri Revised Statute 292.675 shall be afforded twenty days to produce such documentation before being subject to removal from the project.

The contractor shall forfeit as a penalty to the City of Independence two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The City of Independence shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract.

By: _____

Eric S. Vogel Jr.

Printed Name

Black and McDonald Limited

Company

SARA D. GREEN
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
COMMISSION # 00410204
MY COMMISSION EXPIRES: 11/17/2029

Subscribed and sworn to before me this 28th day of April, 20 26

Sara D. Green

Notary Public

My Commission Expires: 11/17/29

Respondent is requested to return affidavit with proposal

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the services contracted between Contractor and City of Independence.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services between Contractor and City of Independence.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding: 1. A valid, completed copy of the first page identifying the Contractor; and 2. A valid copy of the signature page completed and signed by the Contractor and the Department of Homeland Security
– Verification Division.

ACKNOWLEDGEMENT:

I have the authority to sign this document and have read and understand the affidavit. I further certify the compliance with all requirements stated therein.

Signature, Affiant

Eric S. Vogel Jr.
Printed Name, Affiant

28th April 2026
Date

Subscribed and sworn to before me this 28th day of April, 20 26.

Sara D. Green
Notary Public

My Commission Expires:
11/17/29

Sara D. Green
(Printed Name)

SARA D. GREEN
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
COMMISSION # 00410204
MY COMMISSION EXPIRES: 11/17/2029

Respondent is requested to return affidavit with proposal

CONTRACT FOR SERVICES

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, Custom Lighting Services, LLC d/b/a Black & McDonald, a LLC (individual/partnership/LLC/Corporation/other entity type) (hereinafter called contractor).

W I T N E S S E T H:
WHEREAS, City requires Line Crew Support services and,
WHEREAS, Contractor is prepared to provide said services and shall give consultation and advice to City during the performance of said services;
NOW THEREFORE, City and Contractor in consideration of the mutual covenants contained in this contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE
The effective date of this contract shall be July 1st, 2026.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR
Contractor shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, Contractor's proposal, and pricing.

ARTICLE 3 – PERIOD OF SERVICE
The services shall be completed by July 1st, 2029.

ARTICLE 4 – COMPENSATION
For services performed, the City shall pay the Contractor, an amount not to exceed the pricing proposed in the solicitation response, which is incorporated herein by this reference.

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

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

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

ARTICLE 5 – PERMITS AND LICENSES
The Contractor shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Contractor will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all sub-contractors. The Contractor must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided herein, documents, drawings, and specifications prepared by Contractor as part of the services shall become the property of City, provided Contractor has the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

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

ARTICLE 8 – STANDARD OF CARE

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

ARTICLE 9– LIABILITY AND INDEMNIFICATION

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

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

ARTICLE 10 – INSURANCE

Professional Services

Service Provider agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from an insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VIII" financial rating, unless otherwise agreed to by the City. All policies shall be on an occurrence basis unless otherwise agreed and cover sub-contractors and independent contractors performing work on behalf of Service Provider under this Agreement. Service Provider shall provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) shall be filed with the City prior to commencement of any work.

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

Limits –

Each Claim:	$1,000,000
General Aggregate:	$1,000,000

Commercial General Liability: The City shall be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance.

Limits -

Each Occurrence:	$1,000,000
Personal & Advertising Injury:	$1,000,000
Products/Completed Operations Aggregate:	$1,000,000
General Aggregate:	$2,000,000

Automobile Insurance: Policy shall protect Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

Any Auto; OR

All Owned Autos; Hired Autos; and Non-Owned Autos

Notwithstanding the foregoing, should Service Provider not own any automobiles, the automobile liability requirements shall be amended to allow Consulting to maintain only Hired and Non-Owned Auto protection.

Limits -
Each Accident;
Bodily Injury and Property Damage: $1,000,000

Worker's Compensation: The insurance shall protect Service Provider against all claims under applicable state Worker's Compensation laws. Service Provider shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable. Coverage shall extend to include the "All States" endorsement.

Employer's Liability (Provision under the WC program):
Limits -
Bodily Injury by Accident: $100,000 Each Accident
Bodily Injury by Disease: $500,000 Policy Limit
Bodily Injury by Disease: $100,000 Each Employee

Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Service Provider nor has the City assessed the risk that may be applicable to Service Provider. Service Provider shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. Any deviation from the requirements set forth in this Insurance section may be allowed by the City Risk Manager subject to the City Legal Department's review and approval.

INDEMNITY
Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

Indemnification and Hold Harmless: For purposes of this Agreement, Contractor agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of ~~Consultant~~ Contractor or its subcontractors.
ESVI
Comply: Exception:

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS
By signing its proposal, respondent acknowledges that is has read and understand the insurance requirements for the proposal. Respondent also understand that the certificate of required insurance must be submitted within fifteen (15) days following the notification of award. No final contract will be signed by the City until all Certificate of Insurance are received and meet the minimums noted herein.

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS
All sales and deliveries are F.O.B. City.

ARTICLE 12 – DELAY IN PERFORMANCE
Neither City nor Contractor shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

ARTICLE 13 – TERMINATION

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

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

ARTICLE 14– WAIVER

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

ARTICLE 15 – SEVERABILITY

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

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – ASSIGNMENT

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

ARTICLE 18– THIRD PARTY RIGHTS

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

ARTICLE 19– INDEPENDENT CONTRACTORS

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

ARTICLE 20– AUDIT

SVJ Contractor agrees that the City, or a duly authorized representative, shall, until the expiration of ~~three (3)~~ one (1) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the Contractor involving transactions related to this contract.

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

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

ARTICLE 23 – GOVERNING LAW

This contract shall be governed by the laws of the State of Missouri. The City and the Contractor agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that Contractor's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and

the Contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

ARTICLE 24 – COMMUNICATIONS

Any communication required by this contract to the Contractor shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be sent to: City of Independence, Attn: Procurement Division, 111 E Maple Avenue, Independence, MO 64050 and also by email to purchasing@indepmo.org.

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

ARTICLE 25 – SEPARATE CONTRACTS

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

ARTICLE 26 – ENTIRE CONTRACT

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

ARTICLE 27 – SURVIVAL OF TERMS

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

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

City

By_____

Date _____

Contractor

By _____

Title General Manager

Date 28th April 2026

5.1 Company Qualifications

Company History

In 1921, World War I veterans William R. Black and William "W.J." McDonald formed Black & McDonald, an electrical contractor that provided wiring services to residences and small businesses.

From the outset, the founders were committed to performing a quality service at a fair price and to treating people respectfully. They enjoyed success together in the Toronto area over the ensuing two decades. Following the death of his partner in 1946, W.J. took the modest enterprise forward on his own and was eventually joined by his two sons John and Bill during the 1950s.

By the early 1970s, Black & McDonald was a coast-to-coast company with a national network of Canadian offices and a service offering in the commercial and industrial sectors that included electrical contracting, mechanical contracting, sheet metal fabrication, HVAC and refrigeration maintenance and repair, and utility contracting. As the company continued to grow, we extended our services through the entire building lifecycle with the addition of design engineering and facility management & operations capabilities. Our geographic expansion into the United States began in the 1990s with Black & McDonald's entry into the US utility construction and asset management market in Kansas City.

Today, owned and led by the third generation of the McDonald family, the Black & McDonald Group of companies completes over $2.1 billion in sales annually and has more than 6,500 employees operating out of 40+ offices in North America.

Organizational Structure and Management Approach

Black and McDonald United States Region Managing Structure

- **U.S.A Regional Vice President – Benjamin Clegg**
- **General Manager – Eric Vogel Jr.**
- **Department Manager, Kansas City Utility Services – Nick Ziegler**
- **Project Manager – Kevin Mulloy**
- **Location Supervisor – Jason Johnston**
- **Locate Coordinator, Missouri – Richard Marlow**

Black and McDonald IBEW Local 53 Managing Structure

- **Superintendent (Overhead) – Bryan Davis**
- **Superintendent (Underground/Cable Feeder) – Andy Franke**
- **General Foreman – Bryan Eschliman**
- **Foreman – Chris Pritchett**

Managing Approach

Black and McDonald assign all projects a Managing Team that consist of a Project Manager and General Foreman that oversee daily operations of field crews. The pair ensures seamless coordination between Independence Power and Light supervisors and operations personnel. Field crews are supervised by a dedicated Foreman and projects that require more than one crew have a dedicated lead foreman for the work. The Project Manager reports directly to the Kansas City Department Manager of Utility Services. The General Foreman reports directly to the Superintendent of Black and McDonald for Local 53 in Kansas City.

The Project Manager is tasked with receiving Work Tickets and assigning job numbers (classified as Work Order numbers) and reviewing the project scope. After a work ticket is received from IPL a Work Order number is assigned to the project to track all labor, equipment, and misc. expenses so that accurate reporting for each project can be provided on a weekly basis along with invoicing. Invoicing will be compiled of an invoice cover sheet followed by a detailed backup of line items included in the total, all time for the weekly billing will be included by a timecard report including a certified payroll report, lastly any job expenses that may have been incurred would be included with all backup invoices from subcontractors or vendors. The Project Manager will lead a weekly update meeting for all necessary IPL personnel that will outline the status of current projects, forecasted backlog of work, and a detail of work completed to date. All field completed daily safety reports will be provided by the Project Manager to IPL supervising team and Safety Department.

The General Foreman has the responsibility of reviewing Work Tickets provided by IPL and determining the field crew, equipment and tools needed to complete the work. Before any work begins, the General Foreman will inspect field conditions and clarify project needs before crews are assigned to ensure efficiency of labor and reduce delays. Based on project requirements and field conditions the General Foreman will coordinate with the Project Manager any traffic control or specialty contractors (concrete, fence repair, other utility providers, etc.) required to complete work. Material will be reviewed and ordered ahead of crews mobilizing for each project. The Work Ticket maps will be reviewed for any conflicts or improvement recommendations which will be proposed to IPL supervisors by the GF or PM. Daily timecards will initially be reviewed by the GF before being sent onto the Project Manager for Final Approval. At the completion of the work the GF will note any field changes and submit them to IPL supervision.

All field personnel will undergo onboarding aligned with the policies, procedures, and safety requirements of both Black and McDonald, as well as IPL's requirements specified in the contract for Line Crew Support Services.

Work Tickets received from IPL will be reviewed by the Managing Team and assigned to crews. The crew selection process for each work ticket is based upon the specific needs of the project which include but are not limited to; project schedule, complexity of work, experience required, site conditions, processes and procedures to complete work, and any other needs that the Management Team seems fit.

Every project that requires project specific MODot permits or Utility locates will be managed by Black and McDonald internal Locate Coordinator. The Locate Coordinator will be notified by either the PM or GF of the Managing Team regarding the need of Utility Locates if needed. Missouri 811 will be contacted by the Locate Coordinator ahead of any work commencing that will disturb the ground and all located tickets will be tracked and updated accordingly until the project is completed. Black and McDonald also has the ability to call in location services for private utilities that are not under the Missouri 811 system.

Union Affliation

Black and McDonald are signatory with IBEW Local 53.

Staffing Plan and Crew Structure

Two (2) dedicated overhead crews would be available immediately upon award of the contract, with the option of bringing on a third crew if immediate workload required. Two (2) dedicated Directional Boring crews would also be ready and available. One (1) Ground Man would be assigned as support between the Overhead and Boring Crews to assist with material procurement and provide hydrovacing.

Overhead Crew Structure will have (1) 4-man Crew and (1) 3-man crew. This will allow flexibility to always have two hot crews per IBEW agreement.

4 Man Line Crew

- 1 – Foreman
- 2 – Journeymen Linemen
- 1 – Hot Apprentice

3 Man Line Crew

- 1 – Foreman
- 1 – Journeyman Linemen
- 1 – Hot Apprentice

Directional Bore Crews will be staffed both identically with the option of having the dedicated Groundman Runner fill in if crew is short on manpower for the day.

Directional Bore Crew

- 1 – Bore Crew Foreman
- 1 – Groundman

Groundman Runner & Hyrovac

- 1 – Groundman

Nick Ziegler

Manager of Utility Services

Professional Summary

Mr. Ziegler serves Black & McDonald as a Manager in the Utility Services Division. This division is responsible for all transmission, distribution and substation projects with electric utilities, private developers, and municipalities. Mr. Ziegler's construction background and experience qualify him to successfully manage projects from bidding to completion make him exceptionally qualified to deliver various T&D projects on time and on budget. He has successfully completed and assisted in completion of electric utility and municipal projects during his career. Mr. Ziegler's engineering design background also gives him a unique knowledge of conception to delivery of final plans to the customer.

Industry Experience

Black & McDonald (2006 – Present)

Manager of Utility Services (2017 – Present)

Mr. Ziegler serves as a Manager of Utility Services responsible for the successful development and delivery of all transmission, distribution, substation, and storm responses performed for utilities in the Midwest region in a safe and efficient manner for both the customer and Black & McDonald.

Project Manager of Utility Services (2009 – 2017)

Mr. Ziegler served as a Project Manager of the Utility Division, was responsible for delivery of project completion per client's timeline and quality.

- Storm Response Lead – Various utilities
- Bank of America 161kV Transmission Line Addition, KCMO – KCP&L
- Troost Substation 161kV Transmission Line Addition, KCMO – KCP&L
- Pittsville-Odessa 69kV Fiber Installation, Lafayette County, MO – NW Electric COOP
- Shrank Rd 69kV Transmission Rebuild, Independence, MO – Independence Power & Light
- First Solar Silver State North 230kV Substation & Transmission Line – Burns & McDonnell
- URD Cable Replacement Program Annual Contract – KCP&L
- URD Cable Fault Repairs Program Annual Contract – KCP&L
- Joint Use Make Ready Program Annual Contract – KCP&L
- Overhead Distribution Maintenance Annual Contract – KCP&L
- City of Urich Lagoon & Pump Field OH Projects, Urich, MO – KCP&L
- W 247th St OH Rebuild, Wellsville, KS – KCP&L
- Jefferson St OH & UG Improvements Projects, Lee's Summit, MO – KCP&L
- N Bennington OH to UG Conversion, Kansas City, MO – KCP&L
- Blue Springs South Duct Bank Addition, Blue Springs, MO – KCP&L
- Ward Parkway GSA & USDA Duct Banks, Kansas City, MO – KCP&L
- Cerner Data Center Duct Bank Project, Kansas City, MO – KCP&L
- Platte City 25kV OH to UG Conversion, Platte City, MO – KCP&L
- Distribution Circuit Upgrades, Kirkwood, MO – City of Kirkwood, MO
- Sabetha Industrial Feeder Circuit Construction, Sabetha, KS – City of Sabetha, KS
- Harrisonville Hwy 291 Electric Relocation, Harrisonville, MO – City of Harrisonville, MO

Engineer / Surveyor / Claims Administrator (2006 – 2009)

Mr. Ziegler served as an Engineer, Surveyor and Claims Administrator when starting with Black & McDonald. As an Engineer/Surveyor, was responsible for working on joint use pole loading analysis and survey services for joint use attachers on Westar, KCP&L, AT&T, and Aquila overhead distribution lines. As a Claims Administrator, was responsible for performing damage assessment surveys for damages to Kansas City, MO streetlight system as well as the Missouri Gas Energy gas system in the greater Kansas City area.

Education

BS, Mechanical Engineering, University of Missouri Kansas City

ET&D OHSA 30 Hours

ET&D OHSA 10 Hours

NUITF – Distribution System Fundamentals

NECA – Project Management for Line Contractors

CPR / AED / First Aid Training

Kevin Mulloy

Project Manager of Utility Services

Professional Summary

Mr. Mulloy serves as a Project Manager in the Utility Services Division for Black and McDonald. This division is responsible for all transmission, distribution and substation projects with electric utilities, private developers, and municipalities. Mr. Mulloy's experience spans from preconstruction development to direct supervision of construction projects that vastly differ in sizes and scopes. His wide experience of General Construction, HVAC, Electrical and Utility projects has allowed for a skillset that uses a variety of industry standards to help deliver project schedules on time and budget.

Industry Experience

Black & McDonald (2019 –Present)

Mr. Mulloy serves as a Project Manager of Utility Services responsible for the successful development and delivery of all transmission, distribution and substation projects performed.

- IPL Hwy24 Steel Pole Project – Independence Power and Light
- Barton County 2024 System Improvements – Barton County Electric Cooperative
- Morrill Load Center, Morrill, KS - Evergy
- LaCygne New Pole Line, LaCygne, KS - Evergy
- Hwy-99 Road Relocation, Wamego, KS - Evergy
- Trenton 34kV Rebuild, Trenton to Ridgeway, MO - Evergy
- OH to UG 67th St State Line to Belinder, Mission Hills, KS – KCPL

P1 Group (2016-2019):

Mr. Mulloy served as a Project Engineer of the Special Projects Division, was responsible for delivery of project completion per client's timeline and quality.

- St Lukes Hospital Elevator room HVAC upgrade – Kansas City, MO
- AWG Ammonia Refrigeration Room retrofit – Kansas City, KS
- Parkhill South High School Summer 2019 HVAC & Electrical Up

Foley Company (2011-2016)

Mr. Mulloy served as a Project Engineer & Estimator, was responsible for development of project Bids, proposals and managing projects.

- Estimated various Mechanical and Electrical Projects as both sub and General Contractor ranging in size from small bids up to $26 million.
- Manager of OEM's (Original Equipment Manufacturers) on Honeywell National Security Campus Relocate.
- Project Engineer on Blue Springs WWTP, Mechanical, Plumbing, Electrical and Switch gear.
- Project Engineer for Nashville Music City Center, Mechanical and Plumbing scope.

Education

BSET – Construction Engineering Technology (minor – Safety), Pittsburg State University

ET&D OHSA 40 Hours, OHSA

Integrated Project Management (University of Texas & Mechanical Contractors Association)

US Department of Energy Security Clearances – United States Gov't

CPR / AED / First Aid Training

ACI Certified – American Concrete Institute

Bryan Davis

Superintendent , Kansas City Utilities

Professional Summary

Mr. Davis represents Black & McDonald as Superintendent. His background in both overhead/underground distribution and transmission construction, along with his experience in overseeing operations for fifteen (15) plus years in the electric utility industry makes him exceptionally qualified to oversee crew operations for Black & McDonald's Kansas City team.

Industry Experience

Black & McDonald

- **Missouri & Kansas (2025 – Present):** Currently the Superintendent over all overhead crews for Local 53 territory in Missouri & Kansas. Overseeing 45 crews on Dock Work, Pole Programs, Lateral Improvements, Storm Restoration, Substation, Transmission, and Cable Work/Feeder.
- **Missouri & Kansas (2019 – Present):** Worked as a GF on overhead distribution running up to 10 crews on various projects ranging from Joint Use, Pole Replacement Program, Lateral Improvements, and storm restorations on Evergy property.
- **Missouri & Kansas (2008 – 2018):** Worked as a Journeyman Lineman streetlight replacements for Westar, KCP&L, and various municipalities. Was promoted to Foreman overseeing an overhead crew on KCP&L property. Promoted to General Foreman and oversaw the day-to-day operations for URD cable replacements, OH line work, Duct Banks, Feeder Cable work, and ran storm restoration efforts.

PAR

- **Iowa (2018):** Worked as a Journeyman Lineman and promoted to Foreman while working on single phase rebuilds in Southwest Iowa.
- **California (2018 – 2019):** Worked on lattice tower inspection. Climbed lattice towers to perform inspections along with taking pictures of the towers throughout Northern California. Was able to get Long Line Certified under Helicopter to complete inspections in hard-to-reach areas.

Riggs Ditzler

- **Northeast US (2018):** Worked as a Journeyman Lineman and eventual promoted to Lead Lineman while working on distribution systems throughout the Northeastern United States along with storm restoration efforts.

Education / Training

Education

- **Missouri Valley Journeyman Lineman Apprenticeship Program**

Training

- **OSHA 10 Hour**
- **OSHA 20 Hour**
- **OSHA 30 Hour**
- **3M Medium Voltage Splicing Certified**
- **Long Line Certified**
- **First Aid / CPR / AED Certified**

Basics of Supervision

Andy Franke

Superintendent, Kansas City Utilities

Professional Summary

Mr. Franke represents Black & McDonald as Superintendent. His background in both overhead and underground distribution and substation construction, along with his experience in overseeing operations for fifteen (15) plus years in the electric utility industry, makes him exceptionally qualified to oversee crew operations for Black & McDonald's Kansas City team.

Industry Experience

Black & McDonald

- **Missouri & Kansas (2008 – Present):** Returned to Black & McDonald in 2008 as a Foreman over streetlight replacement for Westar, KCP&L, and various municipalities. Transferred to the Traffic Signals division as a Foreman working in Kansas City, MO and KS metro area. Transferred to underground distribution as Foreman responsible for URD cable replacements, OH line work, Duct Banks, Feeder Cable work, and storm restoration efforts. Promoted to General Foreman of underground distribution in 2017 overseeing the day-to-day operations of up to 8 crews - URD cable replacements, OH line work, Duct Banks, Feeder Cable work, and storm restoration efforts.

PAR Electric

- **Missouri (2005-2008):** Started as a 4th Step Apprentice. Topped out in 2008 and worked as a Journeyman Lineman on overhead and underground distribution.

Custom Lighting Services

- **Missouri & Kansas (2001-2005):** Worked as a Groundman on a streetlight crew in the Kansas City metro area. Promoted to bore crew foreman on KCMO Streetlight Project. Entered the Missouri Valley Line Constructors Apprenticeship and Training Program in 2004. Completed Steps 1 – 3 of apprenticeship program.

Education / Training

Education

- **Missouri Valley Line Constructors Apprenticeship & Training Program – 2004-2008**

Training

- **OSHA 10 Hour**
- **OSHA 20 Hour**
- **3M Medium Voltage Splicing Certified**
- **First Aid / CPR / AED Certified**
- **Basics of Supervision**

Key Projects

General Foreman over the following key projects:

- Kansas City Streetcar Duct Bank relocation and Feeder Cable installation
- New KCI airport Duct Bank, Feeder Cable installation, and Switch Gear installation
- Buck O'Neil Bridge Evergy Feeder relocation/Downtown airport Duct Bank and Cable relocation

Bryan Eschliman

General Foreman , Kansas City Utilities

Professional Summary

Mr. Eschliman represents Black & McDonald as a General Foreman. His background in both overhead/underground distribution and transmission construction, along with his experience in overseeing Field Crews for Six (6) plus years in the electric utility industry makes him exceptionally qualified to oversee crew operations for Black & McDonald's Kansas City team.

Industry Experience

Black & McDonald

- **Missouri (2025 – Present):** Currently the General Foreman over all overhead and underground crews for Local 53 territory in Missouri contracted with Independence Power & Light augmenting their dock crews. Overseeing 6 crews on Dock Work, Pole Programs, Lateral Improvements, Storm Restoration, for both IPL and Evergy.

PAR

- **Missouri & Kansas (2019 – 2025):** Worked as a GF on overhead distribution running up to 12 crews on various projects ranging from Joint Use, Pole Replacement Program, Lateral Improvements, Service Work Orders, and storm restorations on Evergy property.
- **Missouri & California (2015 – 2019):** Journeyman Line Foreman on Highline Maintenance. Climbed lattice towers to perform inspections along with taking pictures of the towers throughout Northern California. Setting Poles, Building new line, Maintenance and inspection up to 365kV Transmission for Evergy.

Independence Power & Light

- **Missouri (2010 - 2015):** Worked as a Journeyman Lineman while working on distribution overhead and underground maintenance systems throughout the IPL property along with storm restoration efforts.

Education / Training

Education

- **Missouri Valley Journeyman Lineman Apprenticeship Program**

Training

- **OSHA 10 Hour**
- **OSHA 20 Hour**
- **OSHA 30 Hour**
- **First Aid / CPR / AED Certified**
- **Crane Certified (>30 ton)**

Chris Pritchett

Foreman , Kansas City Utilities

Professional Summary

Mr. Pritchett represents Black & McDonald as a Foreman running an overhead line crew. His background in both overhead/underground distribution and transmission construction, along with his experience in overseeing Field Crew for (7) plus years in the electric utility industry making him exceptionally qualified to oversee crew operations for Black & McDonald's Kansas City team.

Industry Experience

Black & McDonald

- **Missouri (2025 – Present):** Currently the Overhead Foreman for the crew currently working for Independence Power and Light. for Local 53 territory in Missouri contracted with Independence Power & Light augmenting their dock crews. Overseeing 6 crews on Dock Work, Pole Programs, Lateral Improvements, Storm Restoration, for both IPL and Evergy.

PAR

- **Missouri & Kansas (2019 – 2025):** Worked as a Foreman on overhead distribution running up a 4 man crew on various projects ranging from Joint Use, Pole Replacement Program, Lateral Improvements, Service Work Orders, and storm restorations on Evergy property.

Intren

- **Missouri (2017 - 2019):** Worked as a Journeyman Lineman while working on distribution overhead and underground maintenance systems throughout the Evergy property along with storm restoration efforts.

Capital

- **Missouri (2013 - 2017):** Completed Apprenticeship and topped out as a Journeyman Lineman while working on distribution overhead and underground maintenance systems throughout the Evergy property along with storm restoration efforts.

Education / Training

Education

- **Missouri Valley Journeyman Lineman Apprenticeship Program**

Training

- **OSHA 10 Hour**
- **OSHA 20 Hour**
- **OSHA 30 Hour**
- **First Aid / CPR / AED Certified**
- **Crane Certified (>30 ton)**

Eric S Vogel Jr

General Manager

Professional Summary

Mr. Vogel represents Black & McDonald as a General Manager and is responsible for all operations across the Midwest. These operations include transmission, substation, distribution, asset management, asset maintenance, and facility maintenance services for electric utilities, electric coops, municipalities, cities, and private developers. Mr. Vogel's engineering and construction background, combined with over a decade of operational experience in the utility industry, makes him exceptionally qualified for his role in Black & McDonald.

Industry Experience

Black & McDonald (2011 – Present)

General Manager (2022 – Present): Mr. Vogel serves as a General Manager responsible for all operations across the Midwest. In this role, Mr. Vogel supports the operational teams throughout his region with not only day to day operations but also strategic growth initiatives and team development.

Division Manager (2020 – 2022): Mr. Vogel served as a Division Manager responsible for all transmission, substation, and distribution operations across the Midwest. In this role, Mr. Vogel supports the operational teams in the utility space with not only day to day operations but also strategic growth initiatives and team development.

Manager of Utility Services (2017 – 2020): Mr. Vogel served as a Manager of Utility Services responsible for all transmission, substation, and distribution operations for Evergy as well as other utilities, municipalities, coops, cities, and private developers in Kansas City and surrounding markets in the utility space. In this role, Mr. Vogel supports the utility department with day-to-day operations and team development.

Project Manager in Utility Services (2011 – 2017): Mr. Vogel served as a Project Manager of Utility Services responsible for the estimating, scheduling, financial oversight, and successful delivery of transmission, substation, and distribution projects for Evergy as well as other utilities, municipalities, coops, cities, and private developers in Kansas City and surrounding markets in the utility space.

Education

BS, Civil Engineering, University of Kansas

ET&D OHSA 30 Hours

ET&D OHSA 10 Hours

NUITF – Distribution System Fundamentals

EUCI – Introduction To Substation Design

NECA – Company Representative For Contract Negotiations & Apprenticeship Subcommittee Member

CPR / AED / First Aid Training

Benjamin Clegg

Regional Vice President

Professional Summary

Mr. Clegg serves Black & McDonald as Regional Vice President. He is responsible for successfully managing all aspects of the company's United States operations.

Mr. Clegg's construction and managerial background, combined with decades of experience in the electric utility, make him uniquely qualified for his role with Black & McDonald. Mr. Clegg often serves in the lead role of developing projects involving innovative street light solutions for clients, including alternatives for ownership, maintenance, and construction. Mr. Clegg's prior experience with PacifiCorp provides him with valuable insight on utility construction, maintenance, and operations from the electric utility perspective.

Industry Experience

Black & McDonald:

Mr. Clegg serves as the Regional Vice President of Black & McDonald and is responsible for its successful operation and strategic growth. Black & McDonald is the premiere provider of full-service street light solutions in the nation, managing more than 400,000 streetlights in seven (7) states. Mr. Clegg actively participates in new and strategic project initiation at Black & McDonald. His efforts often include strategic planning, business plan development, negotiations and implementation of maintenance and construction programs.

PacificCorp:

Mr. Clegg served as project manager for PacifiCorp working on capital, maintenance, acquisition, and special projects over a 10-year period. This included working on all aspects of the projects and programs from entitlements, land acquisition, permitting, design, construction, and operational transitions. His experience included joint use, distribution, substation, transmission, and municipal asset acquisition. During his tenure with PacifiCorp, Mr. Clegg gained in depth knowledge of utility operations and maintenance.

Business Related Associations:

- Project Management Professional, Project Management Institute
- Associate Constructor, American Institute of Constructors\

Education

Education

- **MBA, University of Utah**
- **BS, Construction Management, Weber State University**

5.2 Experience

Project Experience

- **IPL Augmented Line Crews – Fall of 2025 through June 2026**
- **Evergy Dock Crews – 2024 through Present**
- **NW Electric COOP – Transmission Rebuild Shoal Creek to Kidder 161kV/69kV – Spring 2026 through fall 2026.**
- **Evergy Potential Discharge (PD) Testing –**
- **Barton County COOP 2024 System Improvements – January 2024 – May 2024**
- **City of Kansas City, Missouri Street Light Maintenance – Current**

Storm Response and Emergency Restoration Experience

Black & McDonald Storm Response Plans

For more than 25 years, Black & McDonald has been a valued partner to Evergy and their other Utility customers, providing design, construction services, storm restoration, and emergency response. A critical component to the development of a strong partnership with Black & McDonald's customer base is the ability to be a reliable resource to respond to storm assistance requests during working hours and especially after hours. Black & McDonald's long history of responding to these events in a safe and timely manner combined with continuous improvement opportunities makes Black & McDonald a strong partner moving forward.

Black & McDonald's management team, field leadership and crews consist primarily of personnel living in Kansas City and surrounding areas. Black & McDonald's local management team (General Manager, Division Manager, and Project Managers) represent a combined 90+ years of experience in the industry while Black & McDonald's local field leadership (Superintendent and General Foreman) represent a combined 225+ years of experience in the industry. The local management and local field leadership have developed strong relationships with our customer personnel at all levels across the Midwest. Black & McDonald's involvement in bid events, programs, and critical high-profile projects has allowed Black & McDonald to build a consistent backlog of work over the years which, in turn, has allowed for the recruitment and development of a high quality, safe and productive work force on various utility's property. Black & McDonald has also invested heavily in both fleet and equipment to eliminate controllable sources of downtime and provide a dependable workforce to respond to our customers' needs. Black & McDonald's investment in fleet and equipment not only improves the ability to provide high quality service but has also been a strategy to recruit and retain high quality labor.

Over the years, Black & McDonald has strived to secure showups and laydown yards in strategic locations across the Midwest territory to allow for timely response to all our customers' requests, from day-to-day operations to storm response. These locations include KCMO, Grandview, Liberty, Lee's Summit, Blue Springs, Ottawa, and Topeka. Black & McDonald is constantly evaluating market conditions looking for our next potential showup / laydown yard to best serve Evergy and our other customers in this region.

Black & McDonald has a variety of services available to support our customers during emergency situations including, but not limited to, construction crews for storm response, storm damage assessors, engineers, designers, field supervisors, material support, wire down standby, utility coordinators and logistic support. If IPL is interested in discussing any of the services above in more detail, Black & McDonald would be happy to set up a time to discuss and share additional information.

Black & McDonald has grown significantly over the last 5 years across the United States. In addition to the dedicated resources in the Kansas City region, Black & McDonald can mobilize additional resources from other parts of the United States upon request and, of course, the subsequent approval and release by the resources home utility. One of the most important roles of Black & McDonald's

Manager of Emergency Response Services (Carol Baxter) is the coordination of resources nationally when a major storm event occurs in the United States. Locations Black & McDonald could pull resources from are St Louis, Missouri (Ameren); Lexington, Kentucky (Eastern Kentucky Power); Salt Lake City, Utah (Rocky Mountain Power), and Portland, Oregon (Portland General Electric).

Black & McDonald values its long-standing partnership with their customers. These types of partnerships are not developed overnight but require decades of hard work and commitment to achieve. Black & McDonald is committed to continuing our focus on the principles that formed the foundation for this partnership, such as safety, honesty, integrity, accountability, and quality. Black & McDonald understands the negative impact outages related to storm events can have on any of our customers and are committed to providing those customers with excellent customer service while restoring their power.

Throughout the partnership, Black & McDonald has demonstrated the ability and willingness to truly listen to our customers' pain points and spend the necessary time required to develop a practical and feasible solution that will be good for both parties involved. Thank you again for this opportunity and we look forward to discussing this proposal in greater detail upon your review.

Black and McDonald Recent Storm Responses

- **Evergy - Spring 2026 Storm Response**
- **Entergy Louisiana - 2026 January Storm Response**
- **Entergy Arkansas - 2026 January Storm Response**
- **Dominion Energy - 2026 January Storm Response**
- **AEP West Virginia – 2026 January Storm Response**
- **Northern Indiana Public Service Company (NIPSCO) – May 2025 Storm Response**
- **Liberty Electric – April through May 2025**
- **Duke Energy – 2024 Carolinas Helene Hurricane Response**
- **Duke Energy – 2024 Ohio Helene Hurricane Response**
- **Omaha Public Power District – 2024 Fall Storm Response**

References

a. IPL Dock Crew – Independence Power and Light
   a.) Adam Heater – (816) 325-7505
   aheater@indepmo.org
   b.) Andy Hoyle – 816-325-7558
   ahoyle@indepmo.org
   c.) Jessica Fett – Engineer III (816)325-7517
   jfett@indepmo.org

b. Evergy Dock Crews (Northland & St. Joe Service Centers)
   a.) Jeff Hillman – Sr. Manager – Contractor Operations (816)-808-6537
   Jeff.hillman@evergy.com

c. NW Electric COOP – Shoal Creek to Kidder 161kV / 69kV underbuild
   a.) John Kaizer – (816)262-4838
   jkaiser@nwepc.com

d. Barton County 2024 System Improvements -

a.) Bobby Pulliman – Operations Manager (417)681-5014
bobbypulliam@bartonelectric.com

e. Ameren – Adelite Solar Interconnect

a.) Corey Jeffers – Construction Supervisor (314)250-6732
cjeffers@ameren.com

f. City of Kirkwood Dock Crews – City of Kirkwood

a.) Mark Petty – Electric Director (314)822-5847
pettyma@kirkwoodmo.org
jfett@indepmo.org

g. Brightview Logistics Lighting Project – Max Electric

a.) Max Gallaway – Vice President (816)965-7555
mgallaway@maxelectric-kc.com

5.3 Equipment Inventory

Dedicated Equipment List to IPL

All equipment listed on the proposal form Black and McDonald owns and will be mobilizing onto IPL property when required for work. Equipment not standard for crews (i.e., Bucket Truck, Diggers, Pole Trailers…) will be dispatched either from our Kansas City offices or St. Louis. Approximately 4 hrs. to mobilize equipment beyond the KC metro needed on property that is not standard to crews.

Overhead Line Crew Equipment

- **3/4 Ton Foreman Pickup**
- **55' Bucket Truck**
- **Digger Derrick 42' Shive**
- **Back yard machine with utility trailer**
- **Pole Trailer**
- **1 Reel Wire Cart**

Directional Bore Crew Equipment

- **1.5 Ton Flatbed**
- **2020 Dirt Rig Directional Bore Machine**
- **Bore Trailer**
- **Vac Trailer with 1.5 Ton Flatbed**
- **Utility Trailer**
- **Mini Excavator**
- **Skid Steer**

Backup Equipment Availabile

Equipment Description	Count
35 Ton Lowboy Trailer	6
72in V-Groove Puller	1
Asphalt Mill	1
Auger	1
Auger, Rock Hammer	1
Auto, SUV	5

Backhoe, W/ Loader	**1**
Boring Mach, Rock w/ Trlr & Tank	**2**
Boring Machine, Horiz, 2020 or Equiv	**14**
CAT D5 dozer or equiv forestry	**1**
CAT D6 dozer or equiv forestry	**5**
Compressor, Trailer Mounted	**20**
Conflict Monitor STR LT	**1**
Digger Derrick	**66**
Digger Derrick 50FT	**20**
Digger Derrick Mini	**27**
Emergency Cable Trailer	**1**
Excavator	**33**
Excavator - Vactor Hydro	**1**
Excavator, Vac, Trailer Mount	**20**
Fault Wizard IUPFW1	**1**
Flatbed Truck - Single Axle/SM	**93**
Flatbed Truck - Tandem Axle/LG	**13**
Forklift, Industrial	**6**
Forklift, Telehandler	**7**
Generator, Stationary	**1**
Hotwash Powerwash Trailer	**1**
Hydraulic Breaker	**4**
Light Tower, Trailer Mounted	**5**
Line Sweep Tester	**1**
LINE TAMER - PIPE STRAIGHTNER	**1**
Loader, Skid Steer	**5**
Loader, Skid Steer Track	**35**
Loader, Wheel	**1**
MAN LIFT - SKYJACK	**1**
Manhole Cond Trailer	**2**
Manual Line Lifter	**1**
MAX Truck	**10**
NONE	**3**
OTDR - Fluke DSX 8000 w/ GLD	**1**
Pickup, 1 Ton	**12**
Pickup, 1/2 Ton	**67**

Pickup, 3/4 Ton	**96**
Pole Trailer - Distribution	**43**
Reel Hauler, Dual Axle Power	**2**
Reel Stand, Hyd Brake	**1**
Service Van, 1/2 or 3/4 Ton	**12**
Single Reel Wire Trailer	**27**
SKID STEER ACCS	**1**
Spider Rope Rig	**1**
Storage Unit	**2**
Tension, S Cond, Bull Wheel	**11**
Track Hoe, CAT 308 or Equiv	**2**
Track Hoe, CAT 315 or Equiv	**2**
Track Hoe, CAT 320 or Equiv	**2**
Trailer, 4 Reel w/ Brake	**3**
Trailer, Arrow Board	**12**
Trailer, Bore Machine	**19**
Trailer, Cable Transport	**1**
Trailer, Dual Axle Box	**13**
Trailer, Enclosed, Splice	**1**
Trailer, Flat Deck Dual-Axle	**5**
Trailer, Flatbed	**9**
Trailer, Flatbed, Dual Axle	**101**
Trailer, Gooseneck	**4**
Trailer, Office	**1**
Trailer, Pole, Transmission Trailer	**2**
Trailer, Puller, S Drum 5kLB	**2**
Trailer, Puller, S Drum, SM	**9**
Trailer, Rope Rig, 4 Reel, 4k	**10**
Trailer, Rope Rig, 4 Reel, SM	**2**
Trailer, Self Loading Reel	**5**
Trailer, Thumper	**1**
Trencher, Large	**2**
Trencher, Rock Wheel	**1**
Trencher, Small	**2**
Truc, Dump, Flatbed	**14**
TRUCK, CRANE, 36 - 38 TON	**1**
TRUCK, CRANE, 39 - 40 TON	**7**

Truck, Dump, 6-14 CY	**6**
Truck, Mechanic, Lube	**10**
Truck, Pressure Digger	**5**
Truck, Rodder	**3**
Truck, Tractor	**10**
Utility Trailer	**2**
Utility, Bucket 37-41FT	**37**
Utility, Bucket 55FT	**55**
Utility, Double Bucket 100FT	**12**
Utility, Double Bucket 67FT	**12**
Utility, Double Bucket 85FT	**2**
UTV, ATV	**5**
VLF Test Kit w/ HIPOT	**1**
Wet Saw	**7**
Fusion Splicer	**1**
Grand Total	**1095**

Equipment Maintenance Procedures

All routine and preventive maintenance activities shall be performed in accordance with the equipment manufacturer's recommendations and service requirements. This includes, but is not limited to:

- Chassis and drivetrain systems
- Hydraulic systems
- Aerial devices and booms
- Electrical systems
- Breaking, steering, and suspension components
- Engine, transmission, and emissions systems.

Manufacturer service manuals, technical bulletins, and maintenance schedules shall be used as the primary reference for service intervals, inspection criteria, lubrication requirements, and replacement thresholds.

Routine Maintenance

Routine maintenance shall be performed at manufacturer-specified intervals or more frequently if operating conditions warrant. Maintenance activities may include:

- Oil and fluid changes.
- Filter replacements
- Lubrication of moving components
- Inspection and adjustment of mechanical and hydraulic systems
- Functional testing of aerial devices and safety interlocks

Inspections

- Daily/Pre-Trip Inspections: Operators shall perform daily visual and operational inspections prior to use, documenting any deficiencies.
- Periodic Inspections: Scheduled inspections shall be conducted by qualified maintenance personnel in accordance with manufacturer guidelines and applicable regulatory requirements.

Any deficiencies identified during inspections shall be corrected promptly before the vehicle is returned to service if safety or operational integrity is affected.

Repairs

Repairs shall be performed by qualified mechanics or service providers using approved parts that meet or exceed original equipment manufacturer (OEM) specifications. Emergency repairs shall restore the vehicle to safe operating condition and be followed by any required manufacturer-recommended corrective maintenance.

Documentation

Records of all inspections, maintenance, and repairs shall be maintained and retained in accordance with company policy and contractual requirements. Documentation shall include:

- Date of service
- Description of work performed
- Mileage or engine hours
- Parts replaced
- Technician or service provider identification

Compliance and Continuous Improvement

This maintenance program is designed to ensure compliance with applicable safety regulations, industry standards, and contractual obligations. Maintenance procedures may be reviewed and updated as manufacturer recommendations change or as operating conditions require.

5.4 Safety Program

EMR for past (5) Years

Please find attached after this section the Experience Modification Factor Letter provided by Lockton.

OSHA 300 Logs for past (5) Years

Please find attached to this section the proposal packet, OSHA 300 Logs for years 2021 through 2025.

Safety Training and Certification Records

Please find attached to this section to the proposal packet, Black and McDonalds New Employee Health, Safety & Environment (HSE) Orientation check list. All new and current field employees have completed this orientation in accordance with Black and McDonalds Training Requirements. Certification Records have been provided for all current employees working on IPL property. Updated Certification Records can be provided in the future for additional personnel that will be working on IPL Property.

October 10, 2025

Black & McDonald
Attn: Anthony Renfro
6001 E. Front St.
Kansas City, MO 64120

Re: Workers Compensation
2025 Experience Modification Factor

Dear Anthony:

In accordance with your request, we are pleased to outline your experience modification factor:

EFFECTIVE DATE	MODIFICATION FACTOR
11/01/25	.44

If you should have any questions, please feel free to call our office.

Thank you.

Katrina Lanzrath

LOCKTON COMPANIES, LLC
Katrina Lanzrath
Account Executive

October 31, 2024

Black & McDonald
Attn: Anthony Renfro
6001 E. Front St.
Kansas City, MO 64120

Re: Workers Compensation
2024 Experience Modification Factor

Dear Anthony:

In accordance with your request, we are pleased to outline your experience modification factor:

EFFECTIVE DATE	MODIFICATION FACTOR
11/01/24	.44

If you should have any questions, please feel free to call our office.

Thank you.

Katrina Lanzrath

LOCKTON COMPANIES, LLC
Katrina Lanzrath
Account Executive

November 1, 2023

Black & McDonald
Attn: Anthony Renfro
6001 E. Front St.
Kansas City, MO 64120

Re: Workers Compensation
2023 Experience Modification Factor

Dear Anthony:

In accordance with your request, we are pleased to outline your experience modification factor:

EFFECTIVE DATE	MODIFICATION FACTOR
11/01/23	.52

If you should have any questions, please feel free to call our office.

Thank you.

Katrina Lanzrath

LOCKTON COMPANIES, LLC
Katrina Lanzrath
Account Executive

November 28, 2022

Black & McDonald
Attn: Anthony Renfro
6001 E. Front St.
Kansas City, MO 64120

Re: Workers Compensation
2022 Experience Modification Factor

Dear Anthony:

In accordance with your request, we are pleased to outline your experience modification factor:

EFFECTIVE DATE	MODIFICATION FACTOR
11/01/22	.58

If you should have any questions, please feel free to call our office.

Thank you.

Katrina Appelquist

LOCKTON COMPANIES, LLC
Katrina Appelquist
Account Executive

November 2, 2021

Black & McDonald
Attn: Anthony Renfro
6001 E. Front St.
Kansas City, MO 64120

Re: Workers Compensation
2021 Experience Modification Factor

Dear Anthony:

In accordance with your request, we are pleased to outline your experience modification factor:

EFFECTIVE DATE	MODIFICATION FACTOR
11/01/21	.57

If you should have any questions, please feel free to call our office.

Thank you.

Katrina Appelquist

LOCKTON COMPANIES, LLC
Katrina Appelquist
Account Manager

BUSINESS INSURANCE. BEST PLACES TO WORK 2015

LOCKTON COMPANIES
444 W 47th Street, Suite 900 / Kansas City, MO 64112-1906
816.960.9000 / FAX: 816.783.9000
www.lockton.com

November 2, 2020

Black & McDonald
Attn: Anthony Renfro
6001 E. Front St.
Kansas City, MO 64120

Re: Workers Compensation
2020 Experience Modification Factor

Dear Anthony:

In accordance with your request, we are pleased to outline your experience modification factor:

EFFECTIVE DATE	MODIFICATION FACTOR
11/01/20	.53

If you should have any questions, please feel free to call our office.

Thank you.

LOCKTON COMPANIES, LLC

Katrina Appelquist

Katrina Appelquist
Account Manager

BUSINESS INSURANCE. BEST PLACES TO WORK 2015

LOCKTON COMPANIES
444 W 47th Street, Suite 900 / Kansas City, MO 64112-1906
816.960.9000 / FAX: 816.783.9000
www.lockton.com

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2025

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Black & McDonald Inc & its Subsidiaries

City: Kansas City State: Missouri

Identify the person				Describe the case		Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	[redacted]	Groundman	2/27	Independence, MO	Ruptured bicep tendon				x			x					
2		Lineman	3/21	Lee's Summit, MO	Lacerated finger using bandsaw				x			x					
3		Lineman	4/21	Oregon City, OR	Cut finger with pocket knife				x			x					
4		Lineman	6/18	Florissant, MO	Electrical contact		x			55		x					
5		Laborer	6/24	Layton, UT	Laceration on leg				x			x					
6		Lineman	7/08	Kansas City, MO	Overextended knee				x			x					
7		Laborer	7/16	Lee's Summit, MO	Stepped in hole and injured ankle				x			x					
8		Lineman	7/18	Mulvane, KS	Smashed finger between bucket and pole				x			x					
9		Laborer	7/24	Abilene, TX	Slipped and injured knee				x			x					
10		Groundman	7/30	Warrensburg, MO	Discomfort in right eye				x			x					
11		Lineman	8/25	Lee's Summit, MO	Lacerated left ring finger				x			x					
12		Lineman	9/4	Blairstown, MO	Small puncture became infected				x			x					
13		Lineman	10/24	Trenton, MO	Broken finger				x			x					
14		Lineman	12/16	Maple Hill, KS	Stepped on equipment fractured metatarsal				x			x					
15		Groundman	12/30	Prairie Village, KS	Hit face hand tamping, broken orbital				x			x					
					Page totals	*0*	*1*	*0*	*14*	*55*	*0*	*15*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury | Skin Disorder | Respiratory Condition | Poisoning | Hearing Loss | All other illnesses

(1) (2) (3) (4) (5) (6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Black & McDonald, Inc. & its Subsidiaries

City: Kansas City State: Missouri

Identify the person			Describe the case			Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
								Remained at work				(M)					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record-able cases (J)	Away From Work (days) (K)	On job transfer or restriction (days) (L)	Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
1	[redacted]	Laborer	01/03/2024	Cottonwood Heights, UT	Pinched tip of finger				x			x					
2		Electrician	01/17/2024	East Syracuse, NY	Slipped on stairs and injured right leg		x			122		x					
3		Apprentice	02/09/2024	Overland Park, KS	Struck shin with utility pole				x			x					
4		Laborer	03/09/2024	Krum, TX	Pinch finger in grating				x			x					
5		Laborer	04/05/2024	Layton, UT	Laceration to lower left shin				x			x					
6		Lineman	09/23/2024	Sherwood, OR	Struck and broke finger with rigging hook				x			x					
7		Lineman	10/23/2024	Kansas City, MO	Fell from tailgate and seperated shoulder				x			x					
8		Lineman	11/18/2024	Portland, OR	Pinched finger between pole and container				x			x					
9		Lineman	11/22/2024	Chesterfield, MO	Finger caught between bucket and vehicle				x			x					
10		Groundman	12/12/2024	Sherwood, OR	Eye struck by wire			x			19	x					
11		Lineman	12/16/2024	Cave Junction, OR	Slipped/fell and dislocated shoulder			x			15	x					
12																	
13																	
14																	
					Page totals	***0***	***1***	***2***	***8***	***122***	***34***	***11***	***0***	***0***	***0***	***0***	***0***

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury (1) | Skin Disorder (2) | Respiratory Condition (3) | Poisoning (4) | Hearing Loss (5) | All other illnesses (6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Black & McDonald, Inc. & its Subsidiaries

City: Kansas City State: Missouri

Identify the person			Describe the case			Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	[redacted]	Groundman	02/17/2023	Lee's Summit, MO	Slipped on ice, injured shoulder				x			x					
2		Laborer	02/20/2023	Shreveport, LA	Fall to lower level, injured shoulder				x			x					
3		Lineman	03/08/2023	Estacada, OR	Struck by falling object, injured head and neck				x			x					
4		Electrician	03/16/2023	East Syracuse, NY	Slipped on ice, injured knee				x			x					
5		Groundman	04/18/2023	Prairie Village, KS	Tripped while walking, injured elbow				x			x					
6		Apprentice	07/18/2023	Springfield, MO	Cutting wire, injured eye				x			x					
7		Technician	08/18/2023	Austin, TX	Bit by dog				x			x					
8		Apprentice	08/21/2023	Rushville, MO	Dropped object struck employee		x					x					
9		Electrician	10/16/2023	Lexington, KY	Lacerated elbox while climbing down ladder				x			x					
10		Groundman	10/16/2023	New Johnsonville, TN	Dropped object caused a toe fracture				x			x					
11		Apprentice	10/27/2023	Salt Lake City, UT	Lacerated pinky while skinning wire				x			x					
12		Electrician	11/28/2023	Kansas City, MO	Lacerate hand while skimming wire				x			x					
13		Apprentice	12/12/2023	Elk City, KS	Struck by falling object, injured head				x			x					
14		Lineman	12/18/2023	Elk City, KS	Fall on same level, lacerated shin				x			x					
					Page totals	***0***	***1***	***0***	***13***	***56***	***0***	***14***	***0***	***0***	***0***	***0***	***0***

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Black & McDonald, Inc. & its Subsidiaries

City: Kansas City State: Missouri

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:						(M)					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	[redacted]	Operator	03/03/2022	Salt Lake City	RMP dropped shackle on head of BMEI EE				x			x					
2		E. Apprentice	05/24/2022	Syracuse, NY	Slipped and fell on concrete, injuring shoulder				x			x					
3		J. Electrician	06/20/2022	Mission, TX	Hand caught in pipe bender				x			x					
4		E. Apprentice	07/05/2022	Buffalo, NY	Strained knee walking on uneven ground				x			x					
5		Operator	08/18/2022	Salt Lake City	Sprayed leg with pressure washer				x			x					
6		Operator	08/23/2022	Salt Lake City	Caught finger in mini-ex window				x			x					
7		J. Lineman	09/24/2022	Kansas City, MO	Worker fell through unmarked skylight		x			3		x					
8		Foreman	10/10/2022	Portland, OR	EE bit by dog while contacting homeowner				x			x					
9		Operator	10/27/2022	Kansas City, MO	Slipped getting out of truck and hurt left shoulder				x			x					
					Page totals	***0***	***1***	***0***	***8***	***3***	***0***	***9***	***0***	***0***	***0***	***0***	***0***

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
	(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Black & McDonald, Inc. & its Subsidiaries

City: Kansas City State: Missouri

Identify the person			Describe the case			Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	[redacted]	Line Foreman	01/08/2021	Coal Mine Road - Kansas City	Employee received flash burn to his face		x			41		x					
2		Apprentice Line	01/21/2021	Salem, Oregon	Employee received touch potential shock		x			18		x					
3		Operator	02/22/2021	Kansas City, MO	Slipped and suffered MCL Injury				x			x					
4		Groundman	03/26/2021	Riverside, MO	Laceration to right pinky				x			x					
5		J. Electrician	04/11/2021	Easy Syracuse, NY	Laceration to left hand				x			x					
6		J. Lineman	06/09/2021	Portland, Oregon	Laceration to left pinky				x			x					
7		Apprentice Line	06/15/2021	6th and Baltimore - Kansas City	Fracture to left index finger				x			x					
8		J. Lineman	07/28/2021	Princeton, MO	Laceration to right hand				x			x					
9		Apprentice Line	10/182021	8th and Monroe - Kansas City, M	Strained left knee				x			x					
10		J. Lineman	10/28/2021	Salt Lake City	Dog bite to right forearm				x			x					
					Page totals	***0***	***2***	***0***	***8***	***59***	***0***	***10***	***0***	***0***	***0***	***0***	***0***

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
	(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	0	8
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
59	0
(K)	(L)

Injury and Illness Types

Total number of…	(M)		
(1) Injury	10	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Black & McDonald, Inc. & its Subsidiaries

Street: 6001 E Front Street

City: Kansas City State: Missouri Zip: 64120

Industry description (e.g., Manufacture of motor truck trailers)
Electrical Utility Construction & Maintenance

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 3 0

Employment information

Annual average number of employees: 657

Total hours worked by all employees last year: 1,043,235

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Anthony Renfro
Company executive

Director, Health, Safety & Environment
Title

816-483-0257
Phone

11/23/2021

NEW EMPLOYEE **HEALTH, SAFETY & ENVIRONMENT (HSE) ORIENTATION – FIELD**

Black & McDonald

EMPLOYEE INFORMATION

NAME:	HIRE DATE: ____/____/____ Month Day Year

POSITION / TRADE:	SITE NAME / JOB NO.	DIVISION:

Welcome to Black & McDonald Limited. The purpose of this portion of your orientation is to help you think before you proceed on any job. Look for and identify all hazards. Be proactive, not reactive. If in doubt, always seek out advice from your co-workers or supervisor.	COMPLETED ☑
1. Black & McDonald orientation videos: Corporate Profile and Our History	☐
2. Black & McDonald HSE Handbook: Receipt and discuss. Objective is to be aware of the contents, identify where to find information; know and identify roles and responsibilities, supervisor's role, and the role and responsibilities of the Company under applicable legislation; identify errors or omissions and ensure corrective action is implemented immediately.	☐
Section 1: Review Corporate Statement (page 1)	☐
Section 2: HSE Rules and Codes of Behaviour (pages 2-7)	☐
Section 3: Worker's Rights (right to know, right to participate, right to refuse) (pages 7-8)	☐
Section 4: Roles and Responsibilities (pages 8-13)	☐
Section 5: Guidlines Incident Prevention (pages 14-15)	☐
Section 6: Safe Work Practices (select ones relevant to your site if possible) (pages 15-112)	☐
Section 7: Task Observations - Overview of Program (pages 113-116)	☐
3. Incident Reporting: Procedure review, early safe return to work program and on-site available first aiders	☐
4. Personal Protective Equipment: Specific to site and section 6.09 of the HSE Handbook	☐
5. WHMIS Overview (Information Enclosed) & WHMIS Review Exercise completed	☐
6. Explain role and purpose of the National Safety Committee / Joint Occupational Health and Safety Committee	☐
7. Review purpose and potential agenda items items of daily, weekly and monthly site safety meetings	☐
8. Equipment and Tool Use: Discuss defective tools, and those that require proof of training/license	☐
9. Review Corporate HR Policy 4.6.03: Alcohol and Drug Use	☐
10. Fire Safety: Show extinguisher locations, general use (how-to) and fire exits	☐
11. Lockout / Tag Out Training (if lockout training is not required for job function, put an "X" in the box)	☐
12. Reviewed and complete Handbook Exercise	☐
13. Review in detail and discuss Corporate HR Policies 4.3.04: Anti-Discrimination & Workplace Harassment, 4.3.10: Workplace Violence & Harassment, and 4.3.04a: Reporting and Investigation of Discrimination and Workplace Harassment	☐
14. Received and reviewed Black & McDonald Driver's Manual (Tear off sheet in book)	☐

I have completed the Black & McDonald Health, Safety & Environment Orientation, received a copy of the Employee Health, Safety & Environment Handbook, and have read and understand the contents of this portion of my orientation.

_____ **EMPLOYEE SIGNATURE:**

Print Name & Sign: _____ **REVIEWED & ACKNOWLEDGED: COMPANY REPRESENTATIVE**

Ensure all applicable paperwork is sent to Payroll & HR

Employee Name	Pole Top & Bucket Rescue and Evacuation	Certified Crane Operator	Defensive Driving Training	E-RailSafe	Excavation	US First Aid CPR AED	Hoisting & Rigging	OSHA 10 (ET&D)	OSHA 20 (ET&D)	OSHA 30 Construction
Eschliman, Bryan			05/07/2025	01/07/2026		03/08/2024		09/20/2019	02/24/2021	03/12/2021
Long, Noah	03/24/2026		10/07/2024							
McKinney, Scott			04/14/2025		02/04/2022	12/18/2025			08/27/2025	
Niepman, Joshua	03/24/2026		07/17/2025		02/04/2022	03/17/2023	05/13/2024	09/28/2023		
Pritchett, Christopher			05/16/2025							
Slater, Ian	03/24/2026	05/14/2025	11/06/2025			09/24/2024		12/15/2021	08/06/2025	
White, Camren			04/28/2025			12/18/2025				

TABLE OF CONTENTS

1 - CORPORATE STATEMENT 1

2 - HSE RULES & CODES OF BEHAVIOR 2

2.1 HSE Rules 2

2.2 Performance Management & Corrective Action Process 3

2.2.1 Philosophy 3
2.2.2 Grounds for Corrective Action 4
2.2.3 Factors Influencing Corrective Action 5
2.2.4 Procedures: Dealing with Corrective Action Problems 6
2.2.5 Corrective Action Procedures 6
2.2.6 Appeal Process 7

3 – WORKER'S RIGHTS 8

3.1 The Right to Know 8

3.2 The Right to Participate 8

3.3 The Right to Refuse Unsafe Work 8

4 - ROLES & RESPONSIBILITIES 9

4.1 Company Responsibility 9

4.2 Senior Management Team 9

4.3 Regional Manager, Division Manager, General Manager & Area Manager.....10

4.4 Project Manager/Coordinator/Contract Manager...10

4.5 Field Supervision - Superintendent, General Foremen, Supervisors/Foremen.....12

4.7 Workers 13

4.8 Subcontractor Requirements 14

5 - GUIDELINES IN INCIDENT PREVENTION 15

5.1 Client, Public and Co-Worker Protection 15

5.2 Training and Education.....15

5.3 Job Competency.....15

5.4 Incident Reporting Standard 16

5.5 Incident Investigation.....16

5.6 Corrective Action.....16

5.7 Energy-Based Safety.....16

5.7.1 The Energy Wheel..... 17

5.7.2 High Energy Icons 17
5.7.3 Controls 18
5.7.4 Safety Classification and Learning Model..... 19

6 - SAFE WORK PRACTICES 21

6.01 First Aid 21
6.01.1 Bleeding 22
6.01.2 Burns 22
6.01.3 Breathing/Unresponsive Person 22
6.01.4 Stroke Symptoms 23
6.01.5 Shock (Non-Electric) 23
6.01.6 First Aid Kits 24
6.01.7 Cold Weather Illnesses and Injuries 24
6.01.8 Heat Stress 26

6.02 Fire Prevention 28
6.02.1 Fires 29
6.02.2 Fire Extinguishers 29
6.02.3 Gasoline & Other Highly Flammable Liquids 30

6.03 Globally Harmonized System (GHS) 31
6.03.2 Labels (Supplier & Workplace) 31
6.03.3 Workplace Labels- GHS 33
6.03.4 Safety Data Sheets 34

6.04 Housekeeping 35
6.04.1 General Housekeeping 35
6.04.2 Cleaning Solvents & Flammables 36

6.05 Office Safety 37
6.05.1 General 37
6.05.2 Lifting and Carrying 38
6.05.3 Doors 38
6.05.4 Office Use Ladders 38
6.05.5 Sharp Instruments 38
6.05.6 Filing Cabinets 38
6.05.7 Fire Protection 38
6.05.8 Office Equipment 39
6.05.9 Working in Outside Areas 39

6.06 Ergonomics/Lifting/Carrying 40

6.07 Personal Conduct 41
6.07.1 Alcohol & Drug Abuse 41
6.07.2 Riding on Equipment 45
6.07.3 Horseplay 45
6.07.4 Jewelry 45

6.08 Working Alone 45

6.09 Personal Protective Equipment 46
6.09.1 General Rules 46
6.09.2 Head Protection 47
6.09.3 Foot Protection 47
6.09.4 Eye/ Face Protection 48
6.09.5 Hearing Conservation 48
6.09.6 Respiratory Protection 48
6.09.7 Hand Protection 49
6.09.8 Fall Protection 49
6.09.9 Sunscreen Skin Protection 50

6.10 Ladders – Step & Extension 50
6.10.1 Stepladder 50
6.10.2 Extension Ladder 51

6.11 Company Vehicles 54
6.11.1 Drivers of Vehicles 54
6.11.2 Trucks 54
6.11.3 Use of Crash Vehicles 54

6.12 Transportation of Hazardous Materials 55
6.12.1 Classes of Hazardous Materials 55
6.12.2 General Requirements 55
6.12.3 Compressed Gases 56
6.12.4 Oxygen and Acetylene 56
6.12.5 Propane 57
6.12.6 Hydrogen 57
6.12.7 Chlorine 57
6.12.8 Nitrogen 58

6.13 Compressed Air 58

6.14 Illumination / Lighting – Fixed Temporary 59
6.14.1 Illumination 59
6.14.2 Lighting – Fixed Temporary 59

6.15 Hazardous Energy (Electrical and Mechanical) 60
6.15.1 Lockout & Tagout Procedures 60
6.15.2 General Electrical 60

6.16 Electrical Utility 62
6.16.1 Working Alone 62

6.16.2 Handling Energized Conductors 62
6.16.3 Personal Protective Equipment & Devices 62
6.16.4 Live Line Tools..... 63
6.16.5 Climbing & Working Aloft..... 64
6.16.6 Ground Work..... 64
6.16.7 Potential/Voltage Testing..... 64
6.16.8 Working on De-Energized Lines..... 65
6.16.9 Street Light Circuits 65
6.16.10 Boom, Cables & Conductive Materials 65
6.16.11 Electric Power Tools Employed Aloft..... 66
6.16.12 Stringing & Removing Wire 66
6.16.13 Pole Handling & Transportation 67
6.16.14 Ratchet Hoists & Rope Blocks..... 67
6.16.15 Capacitors..... 67
6.16.16 Open Water 67

6.17 Underground Distribution & Transmission 67
6.17.1 Working on Cables and Apparatus 67
6.17.2 Moving Energized Cables..... 68
6.17.3 Pulling Cables..... 68
6.17.4 Handling of Heating Materials..... 68
6.17.5 Fire Equipment 69
6.17.6 Exposed Live Front High Voltage Switchboards 69
6.17.7 Cables on Reels..... 69
6.17.8 Handling Conduit..... 70

6.18 Extension Cords - Portable 70

6.19 Storage & Tool Maintenance.....70

6.20 Explosive & Powder Actuated Fastening Tools 71

6.21 Hoisting & Rigging 72
6.21.1 Rigging 72
6.21.2 Attaching Cable Clips & Clamping 79
6.21.3 Common Knots & Hitches 80

6.22 Working Near Heavy Equipment 82
6.22.1 Operators 82
6.22.2 Driver Blind Spots 83
6.22.3 Forklifts/Lift Trucks 86

6.23 Portable Arc Welders 88

6.24 Saws 88
6.24.1 Quick Cut Saws (Portable Circular Cut-Off Saw) 88
6.24.2 Chop Saws 89
6.24.3 Chain Saws 90
6.24.4 Hand Held Power Circular Saws 91
6.24.5 Band Saws 92

6.25 Tiger Torches 92

6.26 Bench Grinders / Portable Grinders 92
6.26.1 Bench Grinders 92
6.26.2 Portable Grinders 93

6.27 Welding / Cutting / Burning 94

6.28 Guards on Machinery and Equipment 96

6.29 Trenching / Trenches & Excavation, Etc. 96
6.29.1 Soil Types 96

6.29.2 Trenching & Excavating 96
6.29.3 Entering Trenches & Excavations 97
6.29.4 Barriers 98

6.30 Guardrails.....98

6.31 Mobile Equipment (Aerial Devices) 98

6.32 Elevating Work Platform (EWP).....99

6.33 Hydraulic Jacks 100

6.34 Scaffolds – Pipe 100

6.35 Work in Confined Space 101

6.36 Asbestos Removal 102

6.37 Traffic Control 103

6.38 Hand Tools 104

6.39 Pre-Use Inspections.....104

7- TASK OBSERVATION.....107

Purpose..... 107
Scope 107
Process..... 107
Training..... 108
References..... 111

5.5 Pricing Structure

Hourly Labor Rates

BLACK & McDONALD LABOR SCHEDULE
for City of Independence Power & Light

IBEW Local 53			
2025-08-31 to 2026-08-29			
Classification	**ST**	**OT**	**DT**
Superintendent	$ 146.57	$ 209.35	$ 272.12
General Foreman	$ 136.99	$ 195.40	$ 253.80
Line Foreman	$ 131.42	$ 187.28	$ 243.15
Journeyman Lineman	$ 120.27	$ 171.06	$ 221.85
7th Step Apprentice	$ 109.13	$ 154.84	$ 200.55
6th Step Apprentice	$ 103.55	$ 146.73	$ 189.90
5th Step Apprentice	$ 97.98	$ 138.61	$ 179.25
4th Step Apprentice	$ 92.41	$ 130.50	$ 168.59
3rd Step Apprentice	$ 86.84	$ 122.39	$ 157.94
2nd Step Apprentice	$ 81.27	$ 114.28	$ 147.29
1st Step Apprentice	$ 75.69	$ 106.17	$ 136.64
Heavy Equip. Operator	$ 109.35	$ 155.16	$ 200.97
Bore Crew Foreman	$ 107.64	$ 152.68	$ 197.71
Small Equip. Operator	$ 90.97	$ 128.40	$ 165.84
Groundman	$ 77.55	$ 108.87	$ 140.20
Substation Tech	$ 120.27	$ 171.06	$ 221.85

BLACK & McDONALD LABOR SCHEDULE
for City of Independence Power & Light

IBEW Local 53			
2026-08-30 to 2027-08-28			
Classification	**ST**	**OT**	**DT**
Superintendent	$ 151.07	$ 215.89	$ 280.71
General Foreman	$ 141.48	$ 201.94	$ 262.40
Line Foreman	$ 135.72	$ 193.54	$ 251.37
Journeyman Lineman	$ 124.18	$ 176.75	$ 229.32
7th Step Apprentice	$ 112.65	$ 159.96	$ 207.27
6th Step Apprentice	$ 106.88	$ 151.56	$ 196.25
5th Step Apprentice	$ 101.11	$ 143.17	$ 185.22
4th Step Apprentice	$ 95.34	$ 134.77	$ 174.20
3rd Step Apprentice	$ 89.58	$ 126.38	$ 163.18
2nd Step Apprentice	$ 83.81	$ 117.98	$ 152.15
1st Step Apprentice	$ 78.04	$ 109.58	$ 141.13
Heavy Equip. Operator	$ 112.87	$ 160.29	$ 207.71
Bore Crew Foreman	$ 111.09	$ 157.70	$ 204.30
Small Equip. Operator	$ 93.84	$ 132.59	$ 171.33
Groundman	$ 79.97	$ 112.39	$ 144.81
Substation Tech	$ 124.18	$ 176.75	$ 229.32

***As clarified in the RFP Question, IBEW 53 contract has not been determined with NECA after 08/28/2027. Documentation for new rates after this date will be provided once a new contract is signed between IBEW 53 and NECA.**

Equipment Rental Rates

BLACK & McDONALD EQUIPMENT PRICING
for City of Independence Power & Light
2025-08-31 to 2027-08-28

EQUIPMENT DESCRIPTION	Hourly Rate
TRUCKS	
1/2 Ton Pickup	$ 12.00
3/4 Ton Pickup	$ 15.00
1 Ton Pickup	$ 16.00
Service Van - 3/4 Ton	$ 15.20
Mechanic / Welder Truck	$ 24.65
37' Bucket Truck	$ 24.12
55' Bucket Truck	$ 27.00
65' Bucket Truck	$ 39.63
85' Bucket Truck	$ 57.71
105' Bucket Truck	$ 82.45
≤ 85' Elliot	$ 52.50
110' Elliot	$ 67.00
Digger Derrick Distribution (< 16k LBS - 42' Shive)	$ 30.00
Digger Derrick 3060 / 4060 (> 16k LBS - 50' Shive)	$ 45.00
Mini-Derrick / Backyard Machine	$ 45.00
55' Tracked Bucket/Digger Combo	$ 80.00
Pressure Digger Truck, 30kFT-LB	$ 80.00
Pressure Digger Truck, 55kFT-LB	$ 150.00
Rock Hammer Drill	$ 100.00
1.5 Ton Flatbed Truck - Small Flatbed	$ 19.53
>1.5 Ton Flatbed Truck - Large Flatbed	$ 24.96

Road Tractor	$ 41.27
Dump Truck - Single Axle - < 6 Cubic Yards	$ 19.53
Dump Truck - Tandem Axle - 10-14 Cubic Yards	$ 28.08
CRANE	
Truck Crane (23-30 Ton)	$ 72.00
Truck Crane (38 Ton)	$ 85.00
Truck Crane (40 Ton)	$ 115.00
PULLING EQUIPMENT	
4 Reel Rope Rig - Small (Spider)	$ 30.00
4 Reel Rope Rig - < 4k LBS	$ 42.00
4 Reel Rope Rig - > 4k LBS	$ 65.00
Single Drum Puller - Small - Morgan Stand	$ 16.50
1 Reel Rope Rig / Take-up Reel - 5k LBS	$ 45.00
Single Conductor Bull Wheel Tensioner ≤54" Diam	$ 30.00
Single Drum Underground Puller - 6k LBS	$ 41.77
Rodder Truck	$ 87.00
Powered Self Loading Reel Trailer	$ 69.80
BULLDOZERS	
D5 CAT Dozer (or equivalent)	$ 86.00
D6 CAT Dozer (or equivalent)	$ 97.00
EXCAVATORS	
4x4 Rubber Tire Backhoe Loader	$ 24.00
Track Hoe (CAT 320 or equivalent)	$ 72.00
Track Hoe (CAT 315 or equivalent)	$ 51.77
Track Hoe (CAT 308 or equivalent)	$ 43.00
Mini Excavator (CAT 304 or equivalent)	$ 19.00
Breaker (up to CAT 320 or equivalent)	$ 50.00
Rubber Tired Trencher - Small	$ 31.68
Rubber Tired Plow - Large	$ 40.30

Rock Wheel Trencher (Vermeer RTX1250 or Equiv.)	$ 162.00
Vacuum Excavator - trailer mounted	$ 30.00
Vacuum Excavator - Truck	$ 174.50
DIRECTIONAL DRILLS	
Directional Boring Machine (2020 or equivalent)-Incl trailer/water tank	$ 85.00
Directional Boring Machine for Rock-Incl trailer/water tank	$ 174.50
TRAILERS	
Utility Trailer	$ 5.43
Float Trailer / Van Trailer	$ 8.00
3 Axle 50 Ton Lowboy Trailer	$ 12.50
Pole Trailer - Distribution	$ 7.36
Pole Trailer - Transmission	$ 13.20
Single Reel Wire Trailer	$ 7.36
Four Reel Brake Tailer	$ 20.10
UG Emergency Cable Trailer	$ 35.50
Manhole Trailer	$ 13.00
Thumper Trailer (minimum 4 hour charge)	$ 80.00
Enclosed Splice Trailer (Fiber Splicing)	$ 30.00
MISC.	
Telehandler Forklift (10k LBS)	$ 51.00
Skid Steer Loader	$ 23.34
ATV / Side by Side w/ trailer	$ 14.00
Air Compressor - 185cfm	$ 14.50
Concrete Saw - Walk Behind 65hp (blades are extra)	$ 16.25
Flasher Arrow Board	$ 6.31
Fault Wizard	$ 9.50
VLF Tester (minimum 4 hour charge)	$ 45.00

Overtime, Standby, and Emergency Rates

Crew schedule is flexible between 5 / 8 hr days (M-F) or 4 / 10hr days (M-Th). Crews work Straight Time starting 7am to 3:30pm (M-F). Time and a Half rates start after 3:30pm through Midnight. Double Time rates apply from Midnight to 6am. An 8 hr break is required after 16 consecutive hours of work. After 16 consecutive hours worked on non-storm will be Double Time rate until crews go on 8 hr break. Saturday work starts at 1.5 rate for first 8 hrs. All Sunday work starts at Double Time rates.

Mobilization and Travel Charges

All Mobilization costs will be based on Overtime, Standby and Emergency Rates. Crews can mobilize to IPL property within 2 hrs of notification to respond.

Surcharges and Additional fees

5% fee will be applied to all pass-through costs. These costs include but are not limited to the following, Subcontractor costs, Vendor costs, Dump fees, Material Costs for items not provided by IPL, etc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/1/2026 | 10/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1080765 CUSTOM LIGHTING SERVICES, LLC 6900 EXECUTIVE DR. KANSAS CITY MO 64120	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: The Travelers Indemnity Company — 25658 INSURER B: The Travelers Indemnity Company of America — 25666 INSURER C: Continental Casualty Company — 20443 INSURER D: Travelers Property Casualty Company of America — 25674 INSURER E: The Charter Oak Fire Insurance Company — 25615 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2972205 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X SEPARATION OF INS'D X CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	VTC2K-CO-2792C195-IND-25	11/1/2025	11/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	VTC2H-CAP-2793C456-TIA-25	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deds.	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 5,000
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	N	N	CUP-2793C444-25-25	11/1/2025	11/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-0L287853-25-25-K	11/1/2025	11/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	BUILDERS RISK / INST FLTR; LEASED/RENTED; RIGGERS	N	N	8035189588	11/1/2025	11/1/2026	IF-$4M PER JOBSITE, $5K DED; LR-$1.5M, $10K DED; (CRANES-REFER TO POLICY PROVISIONS)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

2972205
CITY OF INDEPENDENCE
111 E. MAPLE STREET
INDEPENDENCE MO 64015-0519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Joseph M Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

LETTER OF ASSENT - A

In signing this letter of assent, the undersigned firm does hereby authorize[1] MO Valley Line Constuctors Chapter Inc./ NECA Inc. as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent approved[2] Power & Commercial labor agreement between the [1] MO Valley Line Constuctors Chapter Inc./ NECA Inc. and Local Union[3] 0053 , IBEW. In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the[4] 5th day of December , 2023 . It shall remain in effect until terminated by the undersigned employer giving written notice to the [1] MO Valley Line Constuctors Chapter Inc./ NECA Inc. and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

Custom Lighting Services LLC d.b.a. Black & McDonald
[5] Name of Firm

6001 E Front Street
Street Address/P.O. Box Number

KansasCity, MO. 64120
City, State (Abbr.) Zip Code

[6] Federal Employer Identification No. 43-1779952

SIGNED FOR THE EMPLOYER

BY[7] James S Kiely (original signature)

NAME[8] James S Kiely

TITLE/DATE COO / 12/5/2023

SIGNED FOR THE UNION[3] 0053 , IBEW

BY[7] Ben Bush (original signature)

NAME[8] Ben Bush

TITLE/DATE B.M./ F.S. 12/5/2023

INSTRUCTIONS (All items must be completed in order for assent to be processed)

[1] NAME OF CHAPTER OR ASSOCIATION
Insert full name of NECA Chapter or Contractors Association involved.

[2] TYPE OF AGREEMENT
Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

[3] LOCAL UNION
Insert Local Union Number.

[4] EFFECTIVE DATE
Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

[5] EMPLOYER'S NAME & ADDRESS
Print or type Company name & address.

[6] FEDERAL EMPLOYER IDENTIFICATION NO.
Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

[7] SIGNATURES

[8] SIGNER'S NAME
Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures-not reproduced-of a Company representative as well as a Local Union officer.

A MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCALUNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.

IBEW.FORM 302 REV. 9/01

Company Overview

Founded in 1967 as a Kansas corporation, Capital Electric Line Builders is a long-established electric line contractor with a demonstrated reputation for on-time project completion, long-term client relationships, competitive pricing, quality workmanship, and industry-leading safety performance.

Capital Electric is a subsidiary of Everus Construction Group (NYSE: ECG), an industry-leading construction services company with a strong focus on safety. As part of Everus Construction Group, Capital Electric benefits from enhanced financial strength, expanded operational resources, and national purchasing power. These advantages enable us to secure the most competitive pricing possible while maintaining the highest standards of safety and quality for our clients.

Our project experience is based entirely on the use of IBEW labor, and every project we construct is performed with union craftsmen. In the Midwest, we maintain extensive experience working with IBEW locals throughout Kansas, Missouri, Oklahoma, Iowa, Nebraska, Ohio, and Illinois. Our longest, continuous relationships are with IBEW Locals 304 and 53. Capital Electric has operated continuously within both jurisdictions for more than 50 years, a distinction shared by only one other line contractor nationwide.

Capital Electric has been a NECA member since 1971, providing us the opportunity to actively participate in labor-relations matters that are fundamental to our industry. This long-standing involvement strengthens our ability to manage workforce requirements while maintaining productivity, quality, and safety.

With more than 58 years of experience serving the utility industry, Capital Electric has the expertise and resources required to perform all services outlined in this RFP. These services include:

- Overhead and underground distribution, including self-performed boring services
- Transmission construction up to 345 kV
- Substation construction up to 345 kV
- Fiber optic installation
- Traffic signal and lighting systems

We take pride not only in providing cost-effective maintenance services, but also in our willingness and capability to take on our clients' most complex and challenging projects.

For additional information, please visit **www.capitalelectriclinebuilders.co**

7050 Ensign Dr.
Parkville, MO 64152
Phone (816) 389-4000
Fax (816) 329-8260

Capital Electric will furnish all required resources in accordance with IP&L direction, deploying either three- or four-person crews based on the defined scope of work. Crew composition will be adjusted as necessary to ensure the safe, efficient, and timely execution of all assigned tasks.

Capital Electric will designate a General Foreman with sole responsibility for directing all crews performing work on IP&L property. The General Foreman will serve as the primary point of contact for IP&L's support and coordination teams.

In addition, Capital Electric will assign a Site Superintendent, at no cost, to provide additional oversight and support. The Site Superintendent will assist with onboarding, crew coordination, and any required transition activities to ensure continuity, consistency, and overall operational efficiency.

Experience

Capital Electric prides itself on the long-standing relationships we've developed. These relationships have brought about T&E based contracts with the following customers.

1. Evergy
    a. Substations – Transmission – Distribution
    b. David Martin: (816) 652-1509
2. Ozarks Electric Cooperative
    a. Substations – Transmission – Distribution
    b. Chris Coker: (479) 684-4620
3. Kanas City KS Board of Public Utilities
    a. Transmission – Distribution
    b. Mike Fergus – (913) 573-9551

Project Title	Project Type	Customer	Contract Value
166th St Sub New Circuit	Dist	Evergy	$ 1,790,390.00
153rd to 195th Street Rebuild	Dist	Evergy	$ 490,000.00
Grand Station OH to UG Conversion	Dist	Evergy	$ 1,569,135.00
Quarry New Circuit	Dist	Evergy	$ 684,400.00
Farmers Market OH to UG Conv.	Dist	Evergy	$ 389,980.00
Waldron Sub Exit Feeders	Dist	Evergy	$ 649,295.00
Belton 4kv Conversion	Dist	Evergy	$ 1,444,970.00
118th St Hendrix Upgrade	Dist	BPU	$ 545,800.00
UG Electrical Subdivision Projects	Dist	Evergy	Unit Priced
Bonita New Circuit	Dist	Evergy	$ 456,700.00
34kV Rebuild C39922 Phase 1	Dist	Evergy	$ 1,893,500.00
Pacific Substation - Panasonic	Sub	Evergy	$ 3,307,900.00

Atlantic Substation - Panasonic	Sub	Evergy	$ 4,166,390.00
Bronco & Mustang Substations	Sub	Data Centers	$ 6,896,980.00
Wolf Creek RF27 Sub Modifications	Sub	Evergy	$ 647,498.00
Mitchell Substation	Sub	Evergy	$ 3,559,000.00
Shale 345kv Switching Station	Sub	Burns & McDonnell	$ 4,286,871.00
Overton 345kV Substation	Sub	Ameren	$ 2,760,335.00
Cooper 161kV Substation	Sub	Ameren	$ 3,097,100.00
Jay to Anderson 161kV Rebuild	Trans	KAMO	$ 8,992,400.00
Tran – 35.1M 161kV Rebuild	Trans	Evergy	$ 9,271,976.00
Hamburg – Northboro 69kV	Trans	NW Power Coop	$ 3,752,827.00
KAMO-25-1LM Ripley Plant	Trans	KAMO	$ 4,237,300.00
Trans-Eudora-Atlantic-Pacific	Trans	Evergy	$ 2,754,100.00
Trans-Davis-West Harvey 115kV	Trans	Evergy	$ 6,654,500.00
Common To Battle 161kV	Trans	Carroll Electric	$ 5,445,750.00
Missouri City to Lathrop	Trans	NW Power Coop	$ 2,480,725.00
Lathrop to Turney 161/69kV	Trans	NW Power Coop	$ 2,045,000.00
Ameren Master Service Agreement	Trans / Sub	Ameren	T&E

Storm and emergency response are critical for all utilities to ensure continuity of service and the timely restoration of electrical infrastructure. While Capital Electric is not a storm aggregation provider, we recognize that our utility partners may require supplemental support when severe weather events occur.

As part of the onboarding process, Capital Electric will collaborate with IP&L to develop a comprehensive call-out list. This list will be available for field coordination and will ensure that the appropriate resources are mobilized quickly and efficiently when needed.

Capital Electric currently has 532 full-time employees located within a 4.5-hour response radius of Independence, Missouri. Subject to release and availability, these resources can be deployed to support IP&L in the event of a major weather incident impacting electrical infrastructure.

Equipment Inventory

With a fleet of more than 2,500 pieces of equipment, Capital Electric has made significant capital investments to modernize and upgrade our fleet. While market fluctuations occasionally result in spare equipment awaiting deployment, our objective is to keep all assets actively utilized. Consistent utilization across all equipment class codes enables us to control costs and mitigate the financial impact of commodity price volatility.

All available fleet equipment is included in our standard equipment rental rates. While we do not impose formal minimum usage requirements, we maintain a general understanding with our clients that standard or “base crew” equipment is billed for the same hours the crew is actively

working. Any ancillary or supplemental equipment beyond typical crew requirements is generally billed based on actual usage, subject to a four-hour minimum.

Capital Electric would also expect reimbursement for any freight or shipping costs associated with the mobilization of supplemental equipment. Although we do not require fixed commitment periods, any equipment not actively utilized by IP&L would either be returned to Capital Electric or billed at an agreed-upon minimum to account for reserved availability

Vehicle Maintenance Program

Vehicle maintenance is managed through three primary maintenance categories:

A. Preventive Maintenance
B. Demand Maintenance
C. Emergency Maintenance

While all three are necessary components of the Fleet Maintenance Program, preventive maintenance is the most cost-effective and preferred approach.

An effective preventive maintenance program requires strong management commitment. Manufacturer specifications and recommended service intervals must be reviewed and incorporated, along with historical vehicle performance data, to optimize maintenance schedules and vehicle reliability.

A. Preventive Maintenance (PM)

Preventive maintenance is performed at established mileage, time, or calendar intervals. Typical preventive maintenance activities include, but are not limited to:

- Oil and filter changes
- Lubrication of components
- Belt and component adjustment or tightening
- Engine tune-ups
- Brake inspections and repairs
- Tire rotation
- Hose inspection and replacement
- Radiator inspection and maintenance

B. Demand Maintenance (DM)

Demand maintenance is performed when a specific repair need arises. Certain components are replaced only upon failure, including but not limited to:

- Light bulbs
- Window glass
- Gauges
- Wiring
- Airlines

Other demand maintenance items involve components that wear overtime and are typically identified through routine inspections. These may include, but are not limited to:

- Tires
- Engines
- Transmissions
- Universal joints
- Bushings
- Batteries

Because many of these conditions are discovered during regular inspections, demand maintenance can often be anticipated and incorporated into the preventive maintenance program.

C. Emergency Maintenance (EM)

Emergency maintenance occurs when a vehicle experiences an unexpected breakdown while in operation. Although emergency repairs may occur even under a well-managed preventive maintenance program, this type of maintenance is the costliest due to:

- Unplanned vehicle downtime
- Towing expenses
- Emergency repair labor and parts

Emergency maintenance incidents should be minimized through strict adherence to preventive maintenance schedules and thorough vehicle inspections.

Vehicle Inspection and Maintenance Procedures

Routine maintenance and minor repairs are typically handled in-house. CELB currently employs:

- 14 full-time field technicians
- 2 full-time field lube technicians
- 1 full-time field DOT inspector
- 6 full-time shop technicians
- 1 full-time welder/fabricator
- 1 full-time upfit technician

Major repairs will be performed at one of CELB's full-service maintenance shops.

Maintenance support may also be provided by approved third-party vendors. CELB has access to OEM vendors available to assist with parts procurement, off-site repairs, and field service as needed. Factory-authorized field mechanics may be engaged at any stage of the repair process when specialized technical support or manufacturer-specific expertise is required.

Chassis Inspections

Chassis inspections will be conducted in compliance with all applicable Federal Motor Carrier Safety Administration (FMCSA) regulations and whenever defects or repair needs are identified.

Aerial Unit Inspections

Aerial unit inspections will be conducted in compliance with Occupational Safety and Health Administration (OSHA) requirements and whenever defects or repair needs are identified.

Other Equipment

All other vehicles and equipment not classified above will be inspected in accordance with original equipment manufacturer (OEM) recommendations.

Vehicles operating under heavy use or severe working conditions may require more frequent inspections to ensure continued safe operation.

Safety Program

Purpose

The purpose of this document is to set forth the directives and objectives of the Safety Departments as they pertain to the overall success of the organization. This division provides support staff for the operations of the company and shall conduct its business in that manner. By providing the necessary support and resources this division will be an integral part in the overall success of the organization. This document will also serve as a resource to outline the expectations of the division.

Directives

The main directives of the division are to conduct itself in a professional manner and to provide the best service to both our Internal and External Customers. The members of this division will lead with Integrity and will aid in supporting and providing direction to accomplish the Safety-First critical success factor. The members of this division will be cognizant of its operating cost and strive to make sound business decisions while balancing the needs of the organization.

Objectives

The overall success of the division and ultimately the organization will not solely be based on the absence of events. It will be measured by the proactive measures taken to deter unwanted outcomes. These proactive measures will include, but are not limited to employee training, job audits, safety presentations and time spent providing support to the members of the operating divisions.

4EVER Strategy

The division will adhere to the Organizations established 4EVER Strategy by performing our duties in the following manner:

Execution - The division will promote the Safety-First Priority by adhering to all the established state, federal, local, property and company Safety & Health Rules. This division will stay abreast of changing policies and procedures and communicate those changes to members of Management along with means to adhere to the proposed changes.

Value – This division will operate in a manner as to have as minimal of an impact on the overall cost of the organization. This division will strive to make sound business decisions while accomplishing the Safety Goals of the company.

Employee – The employees of this company are our greatest asset. This division will provide the support needed for our employees to succeed. This will include spending the extra time and effort to accomplish the goals of the organization.

Relationships – We will treat all customers with respect and dignity. We will be timely with our responses and work diligently to provide the support and information requested. We will strive to build lasting professional based relationships in order to support the overall needs of the organization.

Division Areas of Focus

This division will focus its efforts on 3 main areas. The Department of Transportation (DOT), Risk Management and Safety Management. The elements that make up these areas will be managed by everyone in the department as they pertain to their areas of coverage.

Department of Transportation

The following items, as they pertain to the Department of Transportation, will be handled in the following manner:

Item:	Responsibility of:	Division Expectation:	Frequency:
FMCSA Clearinghouse	Safety Director / Safety Administrator	Educate themselves on the requirements of the Clearinghouse and ensure company protocols are met	Annual Query
Random Drug Screening	Safety Coordinator	Random Drug Screening will be coordinated and conducted by the Safety Coordinator in that area. All efforts shall be made to accompany the selected individual to the testing facility.	Quarterly
Drivers Checks	Safety Administrator / HR Generalist	Initial and Annual Drivers shall be completed	Upon hire and annually
Previous Employer Request	Safety Administrator / HR Generalist	Completed upon new hire	Upon hire

Risk Management

The following Risk Management activities will be conducted by the division:

Item:	Responsibility:	Division Expectation:	Frequency:
Liberty Mutual – WC, GL, Auto Losses	Reporting of events will be shared amongst the division.	Site Coordinators will be responsible for reporting events within their assigned areas	As Needed
Liberty Mutual Site Audits	This will be shared amongst the division	Site Coordinators will assist in scheduling and attending these site audits	As Needed
CELB Job Audits	Site Safety Coordinators	Site Coordinators will conduct and document Job Audits on SiteDocs within in the territories they cover.	2 Documented Job Audits per Month
Event Investigation and Reporting	Site Safety Coordinators / Safety Director	Site Coordinators shall assist the Operations Team in investigating and ensuring the completion of the company's reporting requirements. Site Coordinators shall also complete all required 3rd party reporting requirements.	As Needed

Safety Management

The following Safety Management will be conducted by the division:

Item:	Responsibility:	Division Expectation:	Frequency:
Training & Education	Site Coordinator / Safety Director	Each opportunity to train and educate our employees should be captured. Standard trainings shall be conducted by the Site Coordinator and documented on a sign-off sheet. Additional training will be conducted by the Safety Director or designee	As Needed
Clinic Set-Up	Site Coordinator	Site Coordinators shall ensure Clinics have been set-up to meet the needs of the territory they operate in.	As Needed

Project Specific Requirements	Site Coordinators / Safety Director	Site Coordinators shall keep abreast of any site requirements that occur within their territories. As well as provide support to Operations in completing those Site Requirements	As Needed

Additional Division Expectations

- The employees within this division will follow all established rules and guidelines of the Company. This includes but is not limited to the Employee Handbook, Fleet Safety Manual, Company Safety & Health Manual etc... Any deviation from these rules and guidelines will require consent from the Division Manager and/or Company President.
- The division will support and promote additional training of its employees as it pertains to the organization and the industry.

Pricing Structure

Capital Electric adheres fully to the wage and hour requirements established under the Local 53 Collective Bargaining Agreement (CBA). The following outlines the company's overtime, double-time, storm-related pay, and special compensation practices. These provisions apply to all labor performed under this contract.

- Standard Workday and Overtime
  - A standard workday consists of eight (8) hours paid at the straight-time rate.
  - All hours worked in excess of eight (8) hours per day are to be compensated at the overtime (OT) rate in accordance with the Local 53 CBA.

- Double-time (DT) rates apply under the following conditions:
  - All work performed on Sundays
  - All work performed on recognized holidays (listed in Section 4)
  - Any work performed between the hours of 12:00 a.m. and 6:00 a.m.

- Recognized Holidays (The following holidays qualify for double-time pay):
  - New Year's Day
  - Memorial Day
  - Independence Day (4th of July)
  - Labor Day
  - Thanksgiving Day
  - Day After Thanksgiving
  - Christmas Day
  - Holidays falling on Saturday are observed on Friday
  - Holidays falling on Sunday are observed on Monday

- Storm-Related Work Provisions
  - The first twelve (12) hours of storm-related work are paid at the overtime (OT) rate.
  - All hours worked beyond twelve (12) are paid at the double-time (DT) rate until the employee receives an eight-hour rest period.
    - All storm work performed on Sundays or holidays is paid at the DT rate, regardless of total hours worked.

- Show-Up Pay
  - If employees are directed to report but cannot begin work due to weather, material shortages, or other circumstances beyond the company's control employees shall receive two (2) hours of straight-time pay.

- Shift Work
  - If shift work is required under this contract, revised labor rates must be submitted for approval to account for additional costs associated with shift differentials.

Labor and Equipment Rate Adjustments

- Labor Rates:
  Labor rates will be reviewed annually beginning August 30, 2026, and adjusted in accordance with the applicable collective bargaining agreement, including all wage and benefit increases.

- Equipment Rates:
  Equipment rates will remain firm through August 28, 2027. After that date, they will be reviewed annually and adjusted based on the Construction Machinery and Equipment (WPU112) Producer Price Index (PPI). The adjustment will be calculated using the percentage change between the current year's PPI and the previous year's PPI, and the resulting percentage increase will be applied uniformly across all equipment categories.

- Pass-Through Costs
  Any pass-through costs will be billed at cost plus 5%. These may include, but are not limited to, subcontractor expenses, materials, lodging, meals, and similar project-related expenses.

- Mobilization / Demobilization
  Mobilization and demobilization will be billed at the hourly rates provided in the attached rate sheet. If rental equipment is delivered by a third-party vendor, the delivery fee will be billed at cost plus 5%

LETTER OF ASSENT - A

In signing this letter of assent, the undersigned firm does hereby authorize[1] Missouri Valley Line Constructors, NECA, Inc. as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent approved[2] outside utility labor agreement between the [1] Missouri Valley Line Constructors Chapter, NECA, Inc. and Local Union[3] 55, IBEW. In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the[4] 16th day of April, 2013.

It shall remain in effect until terminated by the undersigned employer giving written notice to the [1] Missouri Valley Line Constructors, NECA, Inc. and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

Capital Electric Line Builders, Inc.
[5] Name of Firm

4400 NW Mattox Rd.
Street Address/P.O. Box Number

Riverside, MO 64150
City, State (Abbr.) Zip Code

[6] Federal Employer Identification No. 48-0771042

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
MAY 0 3 2013
Edwin D. Hill, President
This approval does not make the International a party to this agreement.

SIGNED FOR THE EMPLOYER
BY[7] Andrew L Pachasa Jr. (original signature)
NAME[8] Andrew L. Pachasa, Jr.
TITLE/DATE Vice-President 4-19-13

SIGNED FOR THE UNION[3] 55, IBEW
BY[7] (original signature)
NAME[8] Michael J. Brookes
TITLE/DATE Business Manager

INSTRUCTIONS (All items must be completed in order for assent to be processed)

[1] NAME OF CHAPTER OR ASSOCIATION
Insert full name of NECA Chapter or Contractors Association involved.

[2] TYPE OF AGREEMENT
Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

[3] LOCAL UNION
Insert Local Union Number.

[4] EFFECTIVE DATE
Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

[5] EMPLOYER'S NAME & ADDRESS
Print or type Company name & address.

[6] FEDERAL EMPLOYER IDENTIFICATION NO.
Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

[7] SIGNATURES

[8] SIGNER'S NAME
Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures-not reproduced-of a Company representative as well as a Local Union officer.

A MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCALUNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.

RECEIVED
MAY 14 2013

IBEW.FORM 302 REV. 9/01

LETTER OF ASSENT - A

In signing this letter of assent, the undersigned firm does hereby authorize [1] Missouri Valley Line Constructors Chapter Inc., NECA, Inc. as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent approved [2] Outside Power labor agreement between the [1] Missouri Valley Line Constructors Chapter Inc., NECA, Inc. and Local Union [3] 1525, IBEW.

In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the [4] 29th day of October, 2008. It shall remain in effect until terminated by the undersigned employer giving written notice to the [1] Missouri Valley Line Constructors Chapter Inc., NECA, Inc. and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
NOV 17 2008
Edwin D. Hill, President
This approval does not make the International a party of this agreement.

Capital Electric Line Builders Inc.
[5] Name of Firm

1520 W. 9th Street
Street Address/P.O. Box Number

Kansas City, MO 64101
City, State (Abbr.) Zip Code

[6] Federal Employer Identification No.: 48-0771042

SIGNED FOR THE EMPLOYER

BY [7] Andy Pachasa (original signature)

NAME [8] Andy Pachasa

TITLE/DATE Vice President T&D 10/29/08

SIGNED FOR THE UNION [3] 1525, IBEW

BY [7] Glen Petznick (original signature)

NAME [8] Glen Petznick

TITLE/DATE Business Manager 10/29/08

INSTRUCTIONS (All items must be completed in order for assent to be processed)

[1] NAME OF CHAPTER OR ASSOCIATION
Insert full name of NECA Chapter or Contractors Association involved.

[2] ~~TYPE OF~~ AGREEMENT
Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

[3] LOCAL UNION
Insert Local Union Number.

[4] EFFECTIVE DATE
Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

[5] EMPLOYER'S NAME & ADDRESS
Print or type Company name & address.

[6] FEDERAL EMPLOYER IDENTIFICATION NO.
Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

[7] SIGNATURES

[8] SIGNER'S NAME
Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures-not reproduced-of a Company representative as well as a Local Union officer.

A MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCAL UNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.
IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pad enough copies of the form for a complete set and complete the form.

11/26/08 posted

IBEW. FORM 302 REV. 9/01

GCU 437 C

LETTER OF ASSENT—A

In signing this letter of assent, the undersigned firm does hereby authorize [1] Missouri Valley Line Constructors Chapter, Inc., N E C A Assn., Inc. as its collective bargaining representative for all matters contained in or pertaining to the current approved [2] Outside Utility labor agreement between the [1] Missouri Valley Line Constructors Chapter, Inc., N E C A Assn., Inc. and Local Union [3] 1525, IBEW. This authorization, in compliance with the current approved labor agreement, shall become effective on the [4] 26 day of October, 1977. It shall remain in effect until terminated by the undersigned employer giving written notice to the [1] Missouri Valley Line Constructors Chapter, Inc., N E C A Assn., Inc. and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the aforementioned approved labor agreement.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

APPROVED
DEC 14 1977
INTERNATIONAL OFFICE — I. B. E. W.
Charles H. Gillard President

NAME OF FIRM

[5] Capital Electric Line Builders of Ks. Inc.
(print or type)

SIGNED FOR THE EMPLOYER

BY [6] Robert E. Brown III
(original signature)

TITLE President

DATE 11-3-77

SIGNED FOR LOCAL UNION [3] 1525, IBEW

BY [6] Edwin H Callahan
(original signature)

TITLE Business Manager

DATE 11-22-77

INSTRUCTIONS

[1] *NAME OF CHAPTER OR ASSOCIATION*
Insert full name of NECA Chapter or Contractors Association involved.

[2] *TYPE OF AGREEMENT*
Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

[3] *LOCAL UNION*
Insert Local Union Number.

[4] *EFFECTIVE DATE*
Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

[5] *EMPLOYERS' NAME*
Print or type Company name.

[6] *SIGNATURES*
International Office copy must contain actual signatures—not reproduced—of a Company representative as well as a Local Union officer.

A MINIMUM OF FOUR COPIES OF THE JOINTLY SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING.

IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pad enough copies of the form for a complete set and complete the form; the image will transfer to succeeding copies. CAUTION: Do not write on padded forms; unused forms below will be spoiled.

IBEW FORM 302

10/29/08 posted to NEBF system

LETTER OF ASSENT—A

In signing this letter of assent, the undersigned firm does hereby authorize [1] Missouri Valley Line Constructors Chapter NECA, Inc. as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent approved [2] Commercial labor agreement between the [1] Missouri Valley Line Constructors chapter, NECA Inc.

and Local Union [3] 2, IBEW. The Employer agrees that if a majority of its employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the exclusive collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites. This authorization, in compliance with the current approved labor agreement, shall become effective on the [4] 3 day of April, 1989. It shall remain in effect until terminated by the undersigned employer giving written notice to the [1] Missouri Valley Line Constructors Chapter NECA, Inc. and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

APPROVED
INTERNATIONAL OFFICE — I. B. E. W.
MAY 12 1989
J. J. Barry, President
This approval does not make the International a party to this agreement

NAME OF FIRM

[5] Capital Electric Line Builders, Inc.
(type or print)

SIGNED FOR THE EMPLOYER

BY [6] Robt E Doran III
(original signature)

Robert E. Doran, III President

TITLE President

DATE 4-11-89 April 11, 1989

SIGNED FOR LOCAL UNION 2, IBEW

BY [6] Robert Missey
(original signature)

TITLE Business Manager

DATE 4-18-89

INSTRUCTIONS

[1] *NAME OF CHAPTER OR ASSOCIATION*
Insert full name of NECA Chapter or Contractors Association involved.

[2] *TYPE OF AGREEMENT*
Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

[3] *LOCAL UNION*
Insert Local Union Number.

[4] *EFFECTIVE DATE*
Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

[5] *EMPLOYERS' NAME*
Print or type Company name.

[6] *SIGNATURES*
International Office copy must contain actual signatures—not reproduced—of a Company representative as well as a Local Union officer.

A MINIMUM OF FOUR COPIES OF THE JOINTLY SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING.

IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pad enough copies of the form for a complete set and complete the form; the image will transfer to succeeding copies. CAUTION: do not write on padded forms; unused forms below will be spoiled.

LETTER OF ASSENT—A

In signing this letter of assent, the undersigned firm does hereby authorize [1] Missouri Valley Line Constructors chapter NECA, Inc. as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent approved [2] Power labor agreement between the [1] Missouri Valley Line Constructors Chapter NECA, Inc.

and Local Union [3] 2, IBEW. The Employer agrees that if a majority of its employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the exclusive collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites. This authorization, in compliance with the current approved labor agreement, shall become effective on the [4] 3 day of April, 1989. It shall remain in effect until terminated by the undersigned employer giving written notice to the [1] Missouri Valley Line constructors Chapter,NECA, Inc. and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

APPROVED
INTERNATIONAL OFFICE — I. B. E. W.
MAY 12 1989
J. J. Barry, President
This approval does not make the International a party to this agreement

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

NAME OF FIRM

[5] Capital Electric Line Builders, Inc.
(type or print)

SIGNED FOR THE EMPLOYER

BY [6] Robt E. Doran
(original signature)

Robert E. Doran, III President

TITLE President

DATE 4-11-89 April 11, 1989

SIGNED FOR LOCAL UNION [3] 2, IBEW

BY [6] Robert Missey
(original signature)

TITLE Business Manager

DATE 4-18-89

INSTRUCTIONS

[1] *NAME OF CHAPTER OR ASSOCIATION*
Insert full name of NECA Chapter or Contractors Association involved.

[2] *TYPE OF AGREEMENT*
Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

[3] *LOCAL UNION*
Insert Local Union Number.

[4] *EFFECTIVE DATE*
Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

[5] *EMPLOYERS' NAME*
Print or type Company name.

[6] *SIGNATURES*
International Office copy must contain actual signatures—not reproduced—of a Company representative as well as a Local Union officer.

A MINIMUM OF FOUR COPIES OF THE JOINTLY SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING.

IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pad enough copies of the form for a complete set and complete the form; the image will transfer to succeeding copies. CAUTION: do not write on padded forms; unused forms below will be spoiled.

IBEW FORM 302 REV. 6/87

LETTER OF ASSENT—A

In signing this letter of assent, the undersigned firm does hereby authorize [1] Missouri Valley Line Constructors Chapter, Inc. NECA, Inc. as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent approved [2] Outside Power, Commercial & Maintenance labor agreement between the [1] Missouri Valley Line Constructors Chapter, Inc. National Electrical Contractors Association, Inc.

and Local Union [3] 53, IBEW. The Employer agrees that if a majority of its employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the exclusive collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites. This authorization, in compliance with the current approved labor agreement, shall become effective on the [4] 13th day of March, 1989. It shall remain in effect until terminated by the undersigned employer giving written notice to the [1] Missouri Valley Line Constructors Chapter, Inc. National Electrical Contractors Association, Inc. and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

APPROVED
INTERNATIONAL OFFICE — I. B. E. W.
MAY 4 1989
J. J. Barry, President
This approval does not make the International a party to this agreement

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

NAME OF FIRM

[5] Capital Electric Construction Company, Inc.
(type or print)

SIGNED FOR THE EMPLOYER

BY [6] Robert E Donatelli
(original signature)

TITLE President

DATE 3-31-89

SIGNED FOR LOCAL UNION [3] 53, IBEW

BY [6] Lyle K. Penny
(original signature)

TITLE Business Manager

DATE March 27, 1989

INSTRUCTIONS

[1] *NAME OF CHAPTER OR ASSOCIATION*
Insert full name of NECA Chapter or Contractors Association involved.

[2] *TYPE OF AGREEMENT*
Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

[3] *LOCAL UNION*
Insert Local Union Number.

[4] *EFFECTIVE DATE*
Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

[5] *EMPLOYERS' NAME*
Print or type Company name.

[6] *SIGNATURES*
International Office copy must contain actual signatures—not reproduced—of a Company representative as well as a Local Union officer.

A MINIMUM OF FOUR COPIES OF THE JOINTLY SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING.

IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pad enough copies of the form for a complete set and complete the form; the image will transfer to succeeding copies. CAUTION: do not write on padded forms; unused forms below will be spoiled.

IBEW FORM 302 REV. 6/87

LETTER OF ASSENT - A

In signing this letter of assent, the undersigned firm does hereby authorize[1] Missouri Valley Line Constructors as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent approved[2] Outside labor agreement between the [1] Missouri Valley Line Constructors and Local Union[3] 714, IBEW.

In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the[4] 1st day of February, 2010.

It shall remain in effect until terminated by the undersigned employer giving written notice to the [1] Missouri Valley Line Constructors and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

APPROVED
INTERNATIONAL OFFICE - I. B. E. W.
MAR 3 0 2010
Edwin D. Hill, President
This approval does not make the International a party to this agreement.

Capital Electric Line Builders
[5] Name of Firm

4400 NW Mattox Road
Street Address/P.O. Box Number

Riverside, MO 64150
City, State (Abbr.) Zip Code

[6] Federal Employer Identification No. 48-0771042

SIGNED FOR THE EMPLOYER

BY[7] Ernie L. Brown (original signature)

NAME[8] Ernie L. Brown

TITLE/DATE President, 3-15-10

SIGNED FOR THE UNION[3] 714, IBEW

BY[7] Randy Bartsch (original signature)

NAME[8] Randy Bartsch

TITLE/DATE Business Manager 2/01/10

INSTRUCTIONS (All items must be completed in order for assent to be processed)

[1] NAME OF CHAPTER OR ASSOCIATION
Insert full name of NECA Chapter or Contractors Association involved.

[2] TYPE OF AGREEMENT
Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

[3] LOCAL UNION
Insert Local Union Number.

[4] EFFECTIVE DATE
Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

[5] EMPLOYER'S NAME & ADDRESS
Print or type Company name & address.

[6] FEDERAL EMPLOYER IDENTIFICATION NO.
Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

[7] SIGNATURES

[8] SIGNER'S NAME
Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures-not reproduced-of a Company representative as well as a Local Union officer.

A MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCALUNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.

POSTED 4-22-10

LETTER OF ASSENT - A

In signing this letter of assent, the undersigned firm does hereby authorize[1] Missouri Valley Line Constructors as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent approved[2] Outside labor agreement between the [1] Missouri Valley Line Constructors and Local Union[3] 714, IBEW. In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the[4] 1st day of February, 2010. It shall remain in effect until terminated by the undersigned employer giving written notice to the [1] Missouri Valley Line Constructors and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

Capital Electric Line Builders
[5] Name of Firm

4400 NW Mattox Road
Street Address/P.O. Box Number

Riverside, MO 64150
City, State (Abbr.) Zip Code

[6] Federal Employer Identification No. 48-0771042

SIGNED FOR THE EMPLOYER

BY[7] _____ (original signature)

NAME[8] Ernie L. Brown

TITLE/DATE President 3-15-10

SIGNED FOR THE UNION[3] 714, IBEW

BY[7] _____ (original signature)

NAME[8] Randy Bartsch

TITLE/DATE Business Manager 2/01/10

INSTRUCTIONS (All items must be completed in order for assent to be processed)

[1] NAME OF CHAPTER OR ASSOCIATION
Insert full name of NECA Chapter or Contractors Association involved.

[2] TYPE OF AGREEMENT
Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

[3] LOCAL UNION
Insert Local Union Number.

[4] EFFECTIVE DATE
Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

[5] EMPLOYER'S NAME & ADDRESS
Print or type Company name & address.

[6] FEDERAL EMPLOYER IDENTIFICATION NO.
Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

[7] SIGNATURES

[8] SIGNER'S NAME
Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures-not reproduced-of a Company representative as well as a Local Union officer.

A MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCALUNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.

IBEW.FORM 302 REV. 9/01

POSTED 2-22-10

Equipment	Equipment type	Year	Make	Model
PU458 (2019 FORD RANGER)	014 (1/2 TON PICKUP)	19	FORD	RANGER
PU538 (2021 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	21	FORD	F150
PU543 (2021 FORD RANGER)	014 (1/2 TON PICKUP)	21	FORD	RANGER
PU592 (RES 2026 FORD F150)	014 (1/2 TON PICKUP)	26	FORD	F150
PU598 (2021 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	21	FORD	F150
PU601 (2024 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	23	FORD	F150
PU602 (2023 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	23	FORD	F150
PU603 (2023 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	23	FORD	F150
PU604 (2023 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	23	FORD	F150
PU610 (2023 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	23	FORD	F150
PU611 (2023 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	23	FORD	F150
PU612 (2023 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	23	FORD	F150
PU614 (RES 2026 FORD F150)	014 (1/2 TON PICKUP)	26	FORD	F150
PU645 (RES 2026 FORD F150)	014 (1/2 TON PICKUP)	22	1FTFW3L85TKD62328	
PU646 (RES 2026 FORD F150)	014 (1/2 TON PICKUP)	26	FORD	F150
PU647 (RES 2026 FORD F150)	014 (1/2 TON PICKUP)	26	FORD	F150
PU651 (2022 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	22	FORD	F150
PU652 (2022 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	22	FORD	F150 XLT
PU653 (2022 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	22	FORD	F150
PU655 (2022 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	22	FORD	F150
PU656 (2022 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	22	FORD	F150
PU658 (2022 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	22	FORD	F150
PU659 (2022 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	22	FORD	F150
PU660 (2022 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	22	FORD	F150
PU677 (2022 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	22	FORD	F150
PU679 (2022 FORD F150 4X4 CREW CA)	014 (1/2 TON PICKUP)	22	FORD	F150
PU681 (2022 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	22	FORD	F150
PU682 (2022 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	22	FORD	F150
PU683 (2023 FORD F150 4X4 CREW CAB)	014 (1/2 TON PICKUP)	23	FORD	F150
PU684 (RES 2026 FORD F150)	014 (1/2 TON PICKUP)	26	FORD	F150
FB206 (2016 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	16	FORD	F350 SRW
FB211 (2017 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	17	FORD	F350 4X4 CREW CAB
FB227 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
FB233 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
FB236 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
FB237 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
FB239 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
FB240 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
FB250 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
FB256 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500 HD
FB257 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500 HD
FB258 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500 HD
FB259 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500 HD
FB263 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500 HD
FB279 (2023 CHEVY 3500 FLAT BED TRK)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500
FB280 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVROLET	3500
FB292 (2024 FORD F350 4X4 SUPERCAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
FB293 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
FB294 (2024 FORD F350 4X4 SUPERCAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
FB325 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
FB346 (2023 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350
FB363 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350
FB366 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350
PU101 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350
PU102 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350
PU103 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350
PU104 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350
PU105 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350
PU106 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350
PU107 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350
PU108 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350
PU109 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350
PU110 (2026 FORD F250)	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F250
PU111 (2026 FORD F250)	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F250
PU112 (2026 FORD F250 4x4 CREW)	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F250
PU113 (2026 FORD F250)	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F250
PU114 (2026 FORD F250)	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F250
PU115 (2026 FORD F250)	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F250
PU116 (2026 FORD F250)	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F250
PU117 (2026 FORD F250)	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F250
PU120 (2024 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250
PU121 (2024 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250
PU122 (2025 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250
PU123 (2024 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250
PU124 (2024 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250
PU125 (2024 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250
PU126 (2024 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250
PU127 (2024 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250
PU128 (2024 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250
PU129 (2024 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250
PU130 (2024 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU131 (2024 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU132 (2025 FORD F350 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350
PU133 (2024 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU134 (2024 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU135 (2024 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU136 (2024 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU137 (2024 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU138 (2024 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU139 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU140 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU141 (2025 FORD F350 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350
PU142 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU143 (2025 FORD F350 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350
PU144 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU145 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU146 (2025 FORD F350 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350
PU147 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU148 (2025 FORD F350 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350
PU149 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU150 (2025 FORD F350 CREW CAB TV200)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350
PU153 (2024 FORD F350 4X4 SUPPERCAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU154 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU157 (2024 FORD F350 4X4 SUPERCAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU158 (2025 FORD F350 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350
PU159 (2025 FORD F350 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350
PU160 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU161 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU162 (2024 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250
PU163 (2024 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250
PU165 (2024 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250
PU166 (2024 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250
PU169 (2024 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU170 (2024 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU173 (2024 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
PU179 (RES 2025 FORD F350 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350
PU180 (RES 2025 FORD F350 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350
PU193 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350
PU196 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350

Equipment	Equipment type	Year	Make	Model
SS254 (2020 CAT 289D3 SKID STEER)	190 (SKID STEER)	20	CATERPILLAR	289D3STD2C
SS267 (2018 CAT 289 TRKD SKID STEER)	190 (SKID STEER)	18	CATERPILLAR	289DSTD2CA
SS273 (2020 CAT 289D3 SKID STEER)	190 (SKID STEER)	20	CATERPILLAR	289D3STD2C
SS277 (2020 CAT 289 TRKD SKID STEER)	190 (SKID STEER)	20	CATERPILLAR	289DSTD2CA
SS286 (2020 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	20	CATERPILLAR	289D3STD2C
SS287 (2020 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	20	CATERPILLAR	289D3STD2C
SS288 (2020 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	20	CATERPILLAR	289D3STD2C
SS298 (2020 TORO TX1000 DINGO)	190 (SKID STEER)	20	TORO	TX1000
SS304 (CAT 289 TRKD SKID STEER)	190 (SKID STEER)		CATERPILLAR	289D3STD2C
SS306 (2020 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	20	CATERPILLAR	289D3STD2C
SS307 (2020 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	20	CATERPILLAR	289D3STD2C
SS322 (2021 CAT 289D TRKD SKID)	190 (SKID STEER)	21	CATERPILLAR	289D3STD2C
SS323 (2021 CAT 289D TRKD SKID)	190 (SKID STEER)	21	CATERPILLAR	289D3STD2C
SS324 (2021 CAT 289D TRKD SKID)	190 (SKID STEER)	21	CATERPILLAR	289D3STD2C
SS325 (2021 CAT 289D TRKD SKID)	190 (SKID STEER)	21	CATERPILLAR	289D3STD2C
SS327 (2020 CAT 289 TKRD SKID STEER)	190 (SKID STEER)	20	CATERPILLAR	289D3XP2CT
SS329 (2021 CAT 289D TRKD SKID STEET)	190 (SKID STEER)	21	CATERPILLAR	289D3XPS2C
SS330 (2021 CAT 289D TRKD SKID STEET)	190 (SKID STEER)	21	CATERPILLAR	289D3STD2C
SS334 (2021 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	21	CATERPILLAR	289D3XPS2C
SS337 (2021 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	21	CATERPILLAR	289D3XPS2C
SS338 (2021 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	21	CATERPILLAR	289D3XPS2C
SS341 (2021 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	21	CATERPILLAR	289D3STD2C
SS342 (2021 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	21	CATERPILLAR	289D3STD2C
SS343 (2021 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	21	CATERPILLAR	289D3STD2C
SS344 (2021 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	21	CATERPILLAR	289D3STD2C
SS345 (2021 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	21	CATERPILLAR	289D3STD2C
SS348 (2022 CAT 289D3 TRKD SKID STEER)	190 (SKID STEER)	22	CATERPILLAR	289D3
SS349 (2022 CAT 289D3 TRKD SKID STEER)	190 (SKID STEER)	22	CATERPILLAR	289D3
SS350 (2022 CAT 289D3 TRKD SKID STEER)	190 (SKID STEER)	22	CATERPILLAR	289D3
SS351 (2022 CAT 289D3 TRKD SKID STEER)	190 (SKID STEER)	22	CATERPILLAR	289D3
SS435 (2024 CAT 265 SKID STEER)	190 (SKID STEER)	24	CATERPILLAR	265
SS436 (2024 CAT 265 SKID STEER)	190 (SKID STEER)	24	CATERPILLAR	265
SS437 (2024 CAT 265 SKID STEER)	190 (SKID STEER)	24	CATERPILLAR	265
SS438 (2024 CAT 265 SKID STEER)	190 (SKID STEER)	24	CATERPILLAR	265
SS439 (2024 CAT 265 SKID STEER)	190 (SKID STEER)	24	CATERPILLAR	265
SS452 (TORO TX1000 DINGO)	190 (SKID STEER)	25	TORO	TX1000
SS453 (TORO TX1000 DINGO)	190 (SKID STEER)	25	TORO	TX1000
AT102A (FORKLIFT ATTACHMENT FOR UNILO	190 (SKID STEER)		CASE	CF3160
AT103A (COMPACTION WHEEL SKID STEER)	190 (SKID STEER)		LOWES	
AT108A (48" SKIDSTEER FORKS)	190 (SKID STEER)		BRADCO	"48"""
AT109A (GRADE-MASTER SKID STEER BLADE)	190 (SKID STEER)		GRADE-MASTER	
SS357L (2022 CAT 289D3 TRKD SKID)	190 (SKID STEER)	22	CATERPILLAR	289D3STD2C
SS358L (2022 CAT 289D3 SKID STEER)	190 (SKID STEER)	22	CATERPILLAR	289D3STD2C
SS359L (2022 CAT 289D3 SKID STEER)	190 (SKID STEER)	22	CATERPILLAR	289D3STD2C
SS364L (2022 CAT 289D3 SKID STEER)	190 (SKID STEER)	22	CATERPILLAR	289D3STD2C
SS365L (2022 CAT 289D3 SKID STEER)	190 (SKID STEER)	22	CATERPILLAR	289D3STD2C
SS366L (2022 CAT 289D3 SKID STEER)	190 (SKID STEER)	22	CATERPILLAR	289D3STD2C
SS370L (2022 CAT 289D3 SKID STEER)	190 (SKID STEER)	22	CATERPILLAR	289D3STD2C
SS376L (2022 CAT289D)	190 (SKID STEER)	22	CATERPILLER	289D3STD2C
SS377L (2022 CAT 289D)	190 (SKID STEER)	22	CATERPILLER	289D3STD2C
SS378L (2022 CAT 289D)	190 (SKID STEER)	22	CATERPILLER	289D3STD2C
SS379L (2022 CAT 289D3 SKID STEER)	190 (SKID STEER)	22	CATERPILLER	289D3STD2C
SS387L (2023 CAT 289D3)	190 (SKID STEER)	23	CATERPILLER	289D3STD2C
SS388L (2023 CAT 289D3)	190 (SKID STEER)	23	CATERPILLER	289D3STD2C
SS389L (2023 CAT 289D3)	190 (SKID STEER)	23	CATERPILLER	289D3STD2C
SS390L (2023 CAT 289D3)	190 (SKID STEER)	23	CATERPILLER	289D3STD2C
SS407R (CAT 289D3 XPS SKID STEER)	190 (SKID STEER)	23	CATERPILLAR	289D3XPS2C
SS408R (DINGO TRACKED TX1000)	190 (SKID STEER)	22	TORO	TX1000W
SS412L (2024 CAT 289D3 SKID STEER)	190 (SKID STEER)	24	CATERPILLAR	289D3 CTL DCA4B
SS413L (2024 CAT 289D3 SKID STEER)	190 (SKID STEER)	24	CATERPILLAR	289D3 CTL DCA4B
SS414L (2024 CAT 289D3 SKID STEER)	190 (SKID STEER)	24	CATERPILLAR	289D3 CTL DCA4B
SS415L (2024 CAT 289D3 SKID STEER)	190 (SKID STEER)	24	CATERPILLAR	289D3 CTL DCA4B
SS416L (2024 CAT 289D3 SKID STEER)	190 (SKID STEER)	24	CATERPILLAR	289D3 CTL DCA4B
SS417L (2024 CAT 289D3 SKID STEER)	190 (SKID STEER)	24	CATERPILLAR	289D3 CTL DCA4B
SS429R (2023 CAT 289D3)	190 (SKID STEER)	23	CATERPILLAR	289D3XPS2C
SS430R (2023 CAT 289D3 SKID STEER)	190 (SKID STEER)	23	CATERPILLAR	289D3XPS2C
SS434R (2024 CAT 289D3 SKID STEER)	190 (SKID STEER)	24	CATERPILLAR	289D3STD2C
SS440R (CAT 289D3 SKID STEER)	190 (SKID STEER)	23	CATERPILLAR	289D3XPS2C
SS442R (2023 CAT 289D3 SKID STEER)	190 (SKID STEER)	23	CATERPILLAR	289D3STD2C
SS443R (CAT 289D3 SKID STEER)	190 (SKID STEER)	24	CATERPILLAR	289D3STD2C
SS444R (CAT 289D3 SKID STEER)	190 (SKID STEER)	23	CATERPILLAR	265/289 XPS
SS445R (CAT 289D3 SKID STEER)	190 (SKID STEER)	24	CATERPILLAR	265/289 XPS
SS457R (2025 CAT 265 SKID STEER)	190 (SKID STEER)	25	CATERPILLAR	26505SC
SS458R (CAT 289D3 STD SKID STEERS)	190 (SKID STEER)	25	CATERPILLAR	289D3STD2C
SS459R (CAT 289D3 XPS SKID STEER)	190 (SKID STEER)	23	CATERPILLAR	289D3XPS2C
SS465R (CAT 299D3 SKID STEER)	190 (SKID STEER)	25	CATERPILLAR	299D3XPS2C
SS468R (CAT 299D3 XPS SKID STEER)	190 (SKID STEER)	25	CATERPILLAR	299D3XPS2C
SS471L (2025 CAT 265 SKID STEER)	190 (SKID STEER)	25	CATERPILLAR	26505SC
SS472L (2025 CAT 265 SKID STEER)	190 (SKID STEER)	25	CATERPILLAR	26505SC
SS473L (2025 CAT 265 SKID STEER)	190 (SKID STEER)	25	CATERPILLAR	26505SC
SS475R (CAT 289D3 STD SKID STEERS)	190 (SKID STEER)	24	CATERPILLAR	289D3STD2C
SS476R (2025 CAT 265 SKID STEER)	190 (SKID STEER)	25	CATERPILLAR	26505XC
SS477R (TORO TX1000 DINGO)	190 (SKID STEER)	24	TORO	TX1000T
SS478R (CAT 265 SKID STEER)	190 (SKID STEER)	25	CATERPILLAR	26505XC
SS479R (CAT 289D3 STD SKID STEERS)	190 (SKID STEER)	23	CATERPILLAR	289D3STD2C
SS480R (CAT 265 SKID STEER)	190 (SKID STEER)	25	CATERPILLAR	26505XC
SS481R (TORO TX1000 DINGO)	190 (SKID STEER)	24	TORO	TX1000T
SS482R (CAT 265 SKID STEER)	190 (SKID STEER)	26	CATERPILLAR	26505XC
SS483R (CAT 299D3XE SKID STEER)	190 (SKID STEER)	26	CATERPILAR	299D3XE
SS484L (2026 CAT 265 SKID STEER)	190 (SKID STEER)	26	CATERPILAR	26505SC
SS485L (2026 CAT 265 SKID STEER)	190 (SKID STEER)	26	CATERPILAR	26505SC
SS486L (2026 CAT 265 SKID STEER)	190 (SKID STEER)	26	CATERPILAR	26505SC
SS487L (2026 CAT 265 SKID STEER)	190 (SKID STEER)	26	CATERPILAR	26505SC
SS488R (CAT 265 SKID STEER)	190 (SKID STEER)	26	CATERPILAR	26505SC
SS489R (CAT 289D3XPS SKID STEER)	190 (SKID STEER)	24	CATERPILAR	289D3XPS2C
SS490R (2025 CAT 265 SKID STEER)	190 (SKID STEER)	25	CATERPILAR	26505XC
BH227 (1998 CAT IT28G FRNT END LOADER)	193 (RUBR TIRE FNT END LOADER >28K)	98	CATERPILLAR	IT28G
BH120 (CAT 980 FRONT END LOADER)	194 (RUBR TIRE FNT END LOADER >50K)	26	CATERPILLAR	980-14
BH250 (2009 TEREX TXL500 FRT END LOAD)	194 (RUBR TIRE FNT END LOADER >50K)	9	TEREX	TXL500-02
BH282 (2011 KAWASAKI HVY RUBR TIRE LD)	194 (RUBR TIRE FNT END LOADER >50K)	11	KAWASAKI	95ZV- 2 WHEEL LOADER
BH339 (2018 CAT 972M FRT END LOADER)	194 (RUBR TIRE FNT END LOADER >50K)	18	CATERPILLAR	972M
FL199 (2016 MANITOU 49500# TELEHANDLE	194 (RUBR TIRE FNT END LOADER >50K)	16	MANITOU	MHT10230
BH405L (2022 CAT 972 FRONT END LOADER)	194 (RUBR TIRE FNT END LOADER >50K)	22	CATERPILLAR	972
AT114 (CAT 30" BACKHOE BUCKET)	195 (BCKHOE-FR END LDR-RUBR TIRE)		CATERPILLAR	"30"""
AT115 (CAT 30" BACKHOE BUCKET)	195 (BCKHOE-FR END LDR-RUBR TIRE)		CATERPILLAR	"30"""
AT124 (CAT AP26B 420E BCKHOE AGR ATTH)	195 (BCKHOE-FR END LDR-RUBR TIRE)		CATERPILLAR	AP26B
AT126 (CAT 18" BACKHOE BUCKET)	195 (BCKHOE-FR END LDR-RUBR TIRE)		CATERPILLAR	BK420DP18 HD ROCK B
AT227 (AUGER ATTACHMNT FOR 420 BH)	195 (BCKHOE-FR END LDR-RUBR TIRE)			
AT269 (2018 WSE CAPSTAN HOIST)	195 (BCKHOE-FR END LDR-RUBR TIRE)	18	WAGNER SMITH	A-CP-10 CAPSTAN
AT276 (CAT 18" BACKHOE BUCKET)	195 (BCKHOE-FR END LDR-RUBR TIRE)		CATERPILLAR	BK305P18
BH322 (2016 CAT 420F2IT BACKHOE)	195 (BCKHOE-FR END LDR-RUBR TIRE)	16	CATERPILLAR	420F2IT
BH324 (2016 CAT 420F2 BACKHOE)	195 (BCKHOE-FR END LDR-RUBR TIRE)	16	CATERPILLAR	420F2
BH384 (2021 CAT 420 BACKHOE)	195 (BCKHOE-FR END LDR-RUBR TIRE)	21	CATERPILLAR	420 T4
BH385 (2021 CAT 420 BACKHOE)	195 (BCKHOE-FR END LDR-RUBR TIRE)	21	CATERPILLAR	420
BH112R (CAT 420 BACKHOE)	195 (BCKHOE-FR END LDR-RUBR TIRE)	19	CATERPILLAR	420F2IT
CT167 (2018 CAT 963 TRACK LOADER)	196 (BCKHOE-FR END LDR-TRACK)	18	CATERPILLAR	963K
AT136 (2013 EZ-SPOT-UR ROCK&TREE HAND	197 (HYD POLE CLAW)	13	EZ SPOT UR	EZ-2010 ROCK & TREE
AT137 (2013 EZ-SPOT-UR ROCK&TREE HAND	197 (HYD POLE CLAW)	13	EZ SPOT UR	EZ-2010 ROCK & TREE
AT164 (2014 EZ-SPOT-UR ROCK&TREE HAND	197 (HYD POLE CLAW)	14	EZ SPOT UR	EZ-2010 ROCK & TREE

PU214 (2025 FORD F350 4X4)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350	AT210 (2012 EZ-SPOT-UR ROCK&TREE HAND	197 (HYD POLE CLAW)	12	EZ SPOT UR	EZ-2010 ROCK & TREE
PU215 (2025 FORD F350 4X4)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350	AT355 (2020 EZ-SPOT-UR ROCK&TREE HAND	197 (HYD POLE CLAW)	20	EZ SPOT UR	EZ-2010 ROCK & TREE
PU216 (2025 FORD F350 4X4)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350	AT356 (2020 EZ-SPOT-UR ROCK&TREE HAND	197 (HYD POLE CLAW)	20	EZ SPOT UR	EZ-2010 ROCK & TREE
PU217 (2025 FORD F350 4X4)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350	AT132 (2013 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)	13	EZ SPOT UR	PJ001
PU223 (2025 FORD F350 4X4)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350	AT133 (2023 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)	23	EZ SPOT UR	DCPJ001
PU224 (2025 FORD F350 4X4)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350	AT134 (2023 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)	23	EZ SPOT UR	DCPJ001
PU227 (2025 FORD F350 4X4)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350	AT150 (2014 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)	14	EZ SPOT UR	PJ001
PU229 (2025 FORD F350 4X4)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350	AT231 (2016 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)	16	EZ SPOT UR	PJ001
PU230 (2025 FORD F350 4X4)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350	AT272 (2023 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)	23	EZ SPOT UR	DCPJ001
PU232 (2017 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	17	FORD	F350 4X4 CREW CAB	AT376 (2020 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)	20	EZ SPOT UR	PJ001
PU245 (2025 FORD F350 4X4)	015 (3/4-1T SGL AXLE PICKUP)	25	FORD	F350	AT416 (2021 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)	21	EZ SPOT UR	PJ001
PU249 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350	AT450 (2021 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)	21	EZ SPOT UR	DCPJ001
PU252 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350	AT455 (2021 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)	21	EZ SPOT UR	PJ001
PU263 (2019 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	19	FORD	F350 4X4 SD CREW CAB	AT477 (2022 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)	22	EZ SPOT UR	DCPJ001
PU281 (2019 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	19	FORD	F350 4X4 CREW CAB	AT478 (2022 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)	22	EZ SPOT UR	DCPJ001
PU284 (2019 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	19	FORD	F350 4X4 CREW CAB	AT542 (2023 SHAVER POLE PULLER)	198 (HYD POLE PULLER)		SHAVER	PP-1000
PU287 (2019 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	19	FORD	F350 4X4 SD CREW CAB	AT548 (2023 SHAVER POLE PULLER)	198 (HYD POLE PULLER)	23	SHAVER	PP-1000
PU288 (2019 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	19	FORD	F350 4X4 CREW CAB	AT551 (2023 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)	23	EZSPOT	DCPJ001
PU291 (2019 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	19	FORD	F350 4X4 CREW CAB	AT552 (2023 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)		EZSPOT	DCPJ001
PU292 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350	AT573 (2023 RAYTREE POLE PULLER)	198 (HYD POLE PULLER)		RAYTREE	RMPJ28
PU293 (2019 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	19	FORD	F350 4X4 CREW CAB	AT589 (2024 EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)	24	EZ-SPOT-UR	EZ-DCPJ-001
PU295 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350	AT590 (EZ-SPOT-UR POLE PULLER)	198 (HYD POLE PULLER)		EZ-SPOT-UR	EZ-DCPJ-001
PU299 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350	AT289 (3 POINT HITCH ATTACHMENT)	200 (UTILITY/AG TRACTOR)		DYMAX	
PU386 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350	CT135 (1995 CAT CHALLENGER 65D TRCTR)	200 (UTILITY/AG TRACTOR)	95	CATERPILLAR	65-D
PU409 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350	CT141 (1994 CAT CHALLENGER 75C TRCTR)	200 (UTILITY/AG TRACTOR)	94	CATERPILLAR	75C
PU421 (2016 FORD F350 PARTS ONLY)	015 (3/4-1T SGL AXLE PICKUP)	16	FORD	F350 SRW	CT150 (1994 CAT CHALLENGER 75C TRCTR)	200 (UTILITY/AG TRACTOR)	94	CATERPILLAR	75C
PU438 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350	AT117 (CAT EXC 12" 304C BUCKET)	204 (MINI EXCAVATOR <12000 LBS)		CATERPILLAR	FITS ALL 304CCR MACH
PU462 (2020 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350	AT255 (CAT EXC 18" 305 BUCKET)	204 (MINI EXCAVATOR <12000 LBS)		CATERPILLAR	BK305P18
PU466 (RES 2026 FORD F350 4X4 CREW 8')	015 (3/4-1T SGL AXLE PICKUP)	26	FORD	F350	AT259 (CAT EXC 18" 303 BUCKET)	204 (MINI EXCAVATOR <12000 LBS)	14	CATERPILLAR	BK303P18
PU472 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350	AT265 (CAT EXC 24" 303 BUCKET)	204 (MINI EXCAVATOR <12000 LBS)		CATERPILLAR	BK303P24
PU475 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350	AT279 (CAT EXC 12" 303 BUCKET)	204 (MINI EXCAVATOR <12000 LBS)		CATERPILLAR	BK303P12
PU476 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350	AT285 (CAT EXC 20" 305 BUCKET)	204 (MINI EXCAVATOR <12000 LBS)		CATERPILLAR	BK305P20
PU481 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350	AT288 (CAT EXC 18" 305 BUCKET)	204 (MINI EXCAVATOR <12000 LBS)		CATERPILLAR	BK305P18
PU483 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350	AT312 (CAT EXC 18" 305 BUCKET)	204 (MINI EXCAVATOR <12000 LBS)		CATERPILLAR	BK305P18
PU486 (2019 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	19	FORD	F350	AT325 (CAT EXC 18" 305 BUCKET)	204 (MINI EXCAVATOR <12000 LBS)		CATERPILLAR	BK305P18
PU487 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350	AT329 (CAT EXC 24" 305 BUCKET)	204 (MINI EXCAVATOR <12000 LBS)		CATERPILLAR	BK305P24
PU488 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350	AT370 (CAT EXC 24" 305 BUCKET)	204 (MINI EXCAVATOR <12000 LBS)		CATERPILLAR	BK305P24
PU492 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350	AT383 (CAT EXC 36" 305 BUCKET)	204 (MINI EXCAVATOR <12000 LBS)	18	CATERPILLAR	BK305P36
PU495 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350	AT393 (CAT EXC RIPPER)	204 (MINI EXCAVATOR <12000 LBS)		CATERPILLAR	RIP305P
PU496 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350	AT394 (MINI EX SPOON BUCKET)	204 (MINI EXCAVATOR <12000 LBS)			
PU499 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350	AT406 (CAT EXC 18" 305 BUCKET)	204 (MINI EXCAVATOR <12000 LBS)	20	CATERPILLAR	BK305P18
PU502 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350	MX153 (2016 CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	16	CATERPILLAR	305E2CR
PU507 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350	MX177 (2016 CAT 305CCR MINI EXCAVATOR	204 (MINI EXCAVATOR <12000 LBS)	16	CATERPILLAR	305CCR
PU529 (2021 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F250	MX201 (2018 CAT 305E MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	18	CATERPILLAR	
PU530 (2021 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F250	MX226 (2019 CAT 301.7 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	19	CATERPILLAR	301.7-05LO
PU531 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX228 (CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)		CATERPILLAR	305E2LC
PU533 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX230 (2020 CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	20	CATERPILLAR	305E2LC
PU544 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX231 (2019 CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	19	CATERPILLAR	305E2LC
PU546 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX232 (2020 CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	20	CATERPILLAR	305E2LC
PU550 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX240 (CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	19	CATERPILLAR	305E2LC
PU551 (2021 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F250	MX242 (2020 CAT 301.7 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	20	CATERPILLAR	301.7-05LO
PU553 (2021 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F250	MX256 (2020 CAT 308 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	20	CATERPILLAR	308-07CR
PU554 (2021 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F250	MX258 (2020 CAT 301.7 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	20	CATERPILLAR	301.705LO
PU555 (2021 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F250	MX264 (2020 CAT 301.7 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	20	CATERPILLAR	301.7 -05LO
PU556 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX266 (2021 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	21	CATERPILLAR	305E2LC
PU560 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX278 (CAT 302.7 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	20	CATERPILLAR	302.7DCRLO
PU561 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX282 (2021 305E2 MINI EX)	204 (MINI EXCAVATOR <12000 LBS)	21	CATERPILLAR	305E2LC
PU562 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX285 (2021 CAT 301.7 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	21	CATERPILLAR	301.7
PU564 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX292 (2021 CAT 301.7 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	21	CATERPILLAR	301.7CR
PU567 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX297 (2022 CAT 305 MINI EX)	204 (MINI EXCAVATOR <12000 LBS)	22	CATERPILLAR	305E2LC
PU569 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX309 (2022 CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	22	CATERPILLAR	305E2LC
PU572 (2021 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F250	MX325 (CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	22	CATERPILLAR	305.5E2LC
PU573 (2021 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F250	MX330 (CAT 301.7 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	23	CATERPILLER	301.7
PU574 (2021 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F250	MX331 (CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	23	CATERPILLER	305
PU579 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX332 (CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	23	CATERPILLER	305
PU580 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX345 (CAT 302.7 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	21	CATERPILLAR	302.7DCRLO
PU581 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX348 (CAT 302.7 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	22	CATERPILLAR	302.7-07LO
PU583 (2023 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F250	MX310L (2022 CAT 305 MINI EXCAVATO)	204 (MINI EXCAVATOR <12000 LBS)	22	CATERPILLAR	305E2LC
PU584 (2023 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F250	MX311L (2022 CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	22	CATERPILLAR	305E2LC
PU585 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX322L (2023 CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	23	CATERPILLER	305-07LC
PU586 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX329L (CAT 303.5 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	23	CATERPILLER	303.5 - 07LC
PU587 (2023 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F250	MX344R (CAT 301.7 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	22	CATERPILLER	301.7-05LO
PU588 (2024 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F250	MX352L (2024 CAT 305-07LC MINI EXCAVAT)	204 (MINI EXCAVATOR <12000 LBS)	24	CATERPILLAR	305-07LC
PU589 (2023 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350	MX364R (2024 CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	24	CATERPILLAR	305-07LC
PU590 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350	MX365R (CAT 301.7 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	22	CATERPILLAR	301.7-05LO
PU591 (2023 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350	MX367R (2023 CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	23	CATERPILLAR	305-07LC
PU593 (2023 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350	MX369R (CAT 301.8 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	23	CATERPILLAR	301.8-05LO
PU600 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	MX373R (CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	24	CATERPILLAR	305-07LC
PU606 (2022 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F250	MX376R (CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	24	CATERPILLAR	305-07LC
PU609 (2022 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F250	MX391R (CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	24	CATERPILLAR	305-07LC
PU613 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	MX394R (CAT 301.7 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	23	CATERPILLAR	301.7-05LO
PU615 (2024 CHEVY 2500HD 4X4)	015 (3/4-1T SGL AXLE PICKUP)	24	CHEVROLET	2500HD - LT	MX402R (CAT 300.9D MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	25	CATERPILLAR	300.9D
PU616 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	MX406R (CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	25	CATERPILLAR	305-07LC
PU617 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	MX407R (CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	25	CATERPILLAR	3305-07LC
PU618 (2023 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350	MX409R (CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	24	CATERPILLAR	305-07LC
PU619 (2023 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350	MX411R (CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	25	CATERPILLAR	306-07CRSB
PU620 (2022 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F250	MX413R (CAT 302.7 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	23	CATERPILLAR	302.7-07LO
PU621 (2022 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F250	MX416R (CAT 301.7 MINI EXCAVATOR RPO)	204 (MINI EXCAVATOR <12000 LBS)	25	CATERPILLAR	301.7-05LO
PU622 (2022 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F250	MX417L (2026 CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	26	CATERPILLAR	305-07LC
PU623 (2022 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F250	MX418L (2026 CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	26	CATERPILLAR	305-07LC
PU624 (2022 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F250	MX421R (CAT 304 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	25	CATERPILLAR	304-07LC
PU625 (2023 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F250	MX424R (CAT 305 MINI EXCAVATOR)	204 (MINI EXCAVATOR <12000 LBS)	26	CATERPILLAR	305-07
PU626 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	AT339 (CAT EXC 18" 308 BUCKET)	205 (EXCAVATOR 12-27999 LBS)	12	CATERPILLAR	BK308DP18
PU627 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	MX281 (CAT 308 MINI EXCAVATOR)	205 (EXCAVATOR 12-27999 LBS)	20	CATERPILLAR	308CR
PU628 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	MX320R (CAT 308 MINI EXCAVATOR)	205 (EXCAVATOR 12-27999 LBS)		CATERPILLAR	308CRSB
PU629 (2023 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F250	MX385R (CAT 308 MINI EXCAVATOR)	205 (EXCAVATOR 12-27999 LBS)	24	CATERPILLAR	308-07CRSB
PU630 (2023 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F250	MX392R (CAT 308 MINI EXCAVATOR)	205 (EXCAVATOR 12-27999 LBS)	24	CATERPILLAR	308-07CRSB
PU631 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	MX397R (CAT 306 MINI EXCAVATOR)	205 (EXCAVATOR 12-27999 LBS)	25	CATERPILLAR	306-07CRC
PU632 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	MX426R (CAT 308 MINI EXCAVATOR)	205 (EXCAVATOR 12-27999 LBS)	26	CATERPILLAR	308-07CRSB
PU633 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	MX427R (CAT 308 MINI EXCAVATOR)	205 (EXCAVATOR 12-27999 LBS)	26	CATERPILLAR	308-07CRSB
PU634 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	MX432R (CAT 308 MINI EXCAVATOR)	205 (EXCAVATOR 12-27999 LBS)	24	CATERPILAR	308-07CRSD
PU635 (2023 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F250	MX433R (CAT 308 MINI EXCAVATOR)	205 (EXCAVATOR 12-27999 LBS)	26	CATERPILAR	308-07CRSB
PU637 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	MX387 (2025 CAT 315 EXCAVATOR)	206 (EXCAVATOR 28-40000 LBS)	25	CATERPILLAR	315GC-079
PU638 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	BH146R (CAT 315 EXCAVATOR)	206 (EXCAVATOR 28-40000 LBS)	23	CATERPILLER	315GC-079
PU639 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	MX425R (CAT 315 EXCAVATOR)	206 (EXCAVATOR 28-40000 LBS)	25	CATERPILLAR	315GC-079
PU640 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	MX422R (CAT 336 EXCAVATOR)	207 (EXCAVATOR >40000 LBS)	25	CATERPILLAR	336-0812X
PU641 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	VC112 (2016 VERMEER VX50800 VAX MTD)	208 (VACUUM EXCAVATOR TRAILER MT	16	VERMEER	VX50800
PU642 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	VC114 (2019 VERMEER ECO75-800 VACTRON	208 (VACUUM EXCAVATOR TRAILER MT	19	KENWORTH	ECO75-800
PU643 (2023 FORD F250 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F250	VC116 (2020 VERMEER LP873SDT VACTRON)	208 (VACUUM EXCAVATOR TRAILER MT	20	VERMEER	LP873SDT
PU644 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350	VC119 (2020 VERMEER LP873SDT VACTRON)	208 (VACUUM EXCAVATOR TRAILER MT	20	VERMEER	LP873SDT
PU648 (2023 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350	VC120 (2020 VERMEER LP873SDT VACTRON)	208 (VACUUM EXCAVATOR TRAILER MT	20	VERMEER	LP873SDT
PU649 (2024 CHEVY 2500HD 4X4)	015 (3/4-1T SGL AXLE PICKUP)	24	CHEVROLET	SILVERADO 2500HD -LT	VC121 (2020 VERMEER LP873SDT VACTRON)	208 (VACUUM EXCAVATOR TRAILER MT	20	VERMEER	LP873SDTH
PU650 (2023 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350	VC123 (2020 VERMEER LP873SDT VACTRON)	208 (VACUUM EXCAVATOR TRAILER MT	20	VERMEER	LP873SDT
PU661 (2023 CHEVY 2500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	2500HD	VC124 (2020 VERMEER LP873SDT VACTRON)	208 (VACUUM EXCAVATOR TRAILER MT	20	VERMEER	LP873SDT
PU662 (2023 CHEVY 2500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	2500HD	VC125 (2020 VERMEER LP873SDT VACTRON)	208 (VACUUM EXCAVATOR TRAILER MT	20	VERMEER	LP873SDT
PU665 (2023 CHEVY 2500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	2500 HD	VC126 (2020 VERMEER LP873SDT VACTRON)	208 (VACUUM EXCAVATOR TRAILER MT	20	VERMEER	LP873SDT
PU667 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500 HD	VC127 (2020 VERMEER LP873SDT VACTRON)	208 (VACUUM EXCAVATOR TRAILER MT	20	VERMEER	LP873SDT
PU668 (2024 CHEVY 2500HD 4X4)	015 (3/4-1T SGL AXLE PICKUP)	24	CHEVROLET	SILVERADO 2500HD -LT	VC128 (2020 VERMEER LP873SDT VACTRON)	208 (VACUUM EXCAVATOR TRAILER MT	20	VERMEER	LP873SDT
PU669 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500 HD	VC131 (2003 VERMEER E550 VAX MTD)	208 (VACUUM EXCAVATOR TRAILER MT	3	VERMEER	E550 VAX
PU670 (2024 CHEVY 2500HD 4X4)	015 (3/4-1T SGL AXLE PICKUP)	24	CHEVROLET	SILVERADO 2500HD -LT	VC134 (2021 VERMEER LP873DST VACTRON)	208 (VACUUM EXCAVATOR TRAILER MT	21	VERMEER	LP873SDT
PU671 (2024 CHEVY 2500HD 4X4)	015 (3/4-1T SGL AXLE PICKUP)	24	CHEVROLET	SILVERADO 2500HD -LT	VC135 (2021 VERMEER LP573SDT VACTRON)	208 (VACUUM EXCAVATOR TRAILER MT	21	VERMEER	LP573SDT

PU672 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500 HD
PU673 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500 HD
PU674 (2023 CHEVY 3500)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500 HD
PU675 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500 HD
PU676 (2024 CHEVY 2500HD 4X4)	015 (3/4-1T SGL AXLE PICKUP)	24	CHEVROLET	SILVERADO 2500HD -LT
PU685 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500
PU686 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500 HD
PU687 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500
PU688 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500 HD
PU690 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500 HD
PU691 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500
PU692 (2023 CHEVY 3500 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	CHEVY	3500
PU693 (2024 CHEVY 2500HD 4X4)	015 (3/4-1T SGL AXLE PICKUP)	24	CHEVROLET	SILVERADO 2500HD -LT
PU694 (2023 FORD F250 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F250
TV204 (PARTS ONLY NOT DRIVEABLE)	015 (3/4-1T SGL AXLE PICKUP)	16	FORD	F350 SRW
TV233 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350
TV235 (2019 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	19	FORD	F350 4X4 CREW CAB
TV238 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350
TV239 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350
TV242 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350
TV244 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350
TV245 (2020 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	20	FORD	F350
TV253 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
TV254 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
TV256 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
TV257 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
TV258 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
TV259 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
TV260 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
TV262 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
TV265 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
TV272 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
TV273 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV274 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV275 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV276 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV277 (2021 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	21	FORD	F350
TV278 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV279 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV280 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV281 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV282 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV283 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV284 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV285 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV288 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV289 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV290 (2022 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	22	FORD	F350
TV291 (2023 FORD F350 4X4 CREW CA)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350
TV292 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
TV371 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
TV372 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
TV374 (2023 FORD F350 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350
TV379 (2023 FORD F350 4X4 CREW CA)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350
TV381 (2023 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350
TV383 (2023 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350
TV399 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
TV400 (2024 FORD F350 4X4 EXT CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
TV401 (2024 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
TV403 (2024 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	24	FORD	F350
TV404 (2023 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350
TV405 (2023 FORD F350 4X4 CREW CAB)	015 (3/4-1T SGL AXLE PICKUP)	23	FORD	F350
FB215 (2016 FORD F350 4X4 CREW CAB)	028 (1 TON PICKUP DUAL REAR WHEELS	16	FORD	F350 DRW
FB376 (2020 FORD F350 4X4 CREW CAB)	028 (1 TON PICKUP DUAL REAR WHEELS	20	FORD	F350
FB362A (TRUCK BODY)	028 (1 TON PICKUP DUAL REAR WHEELS		DAKOTA BODIES	
FB363A (TRUCK BODY)	028 (1 TON PICKUP DUAL REAR WHEELS		DAKOTA BODIES	
FB364A (TRUCK BODY)	028 (1 TON PICKUP DUAL REAR WHEELS		DAKOTA BODIES	
FB365A (TRUCK BODY)	028 (1 TON PICKUP DUAL REAR WHEELS		DAKOTA BODIES	
FB366A (TRUCK BODY)	028 (1 TON PICKUP DUAL REAR WHEELS		DAKOTA BODIES	
TV264A (2013 READING TRUCK BODY)	028 (1 TON PICKUP DUAL REAR WHEELS	13	READING	UTILITY BODY
TV354A (2012 READING TRUCK BODY)	028 (1 TON PICKUP DUAL REAR WHEELS	12	READING	
TV355A (2012 READING TRUCK BODY)	028 (1 TON PICKUP DUAL REAR WHEELS	12	READING	
TV356A (2012 READING TRUCK BODY)	028 (1 TON PICKUP DUAL REAR WHEELS	12	READING	
TV357A (2012 READING TRUCK BODY)	028 (1 TON PICKUP DUAL REAR WHEELS	12	READING	
TV358A (2012 READING TRUCK BODY)	028 (1 TON PICKUP DUAL REAR WHEELS	12	READING	
L110 (2025 F550 AT37G BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	25	FORD	F550 AT37G
L115 (2025 FORD F550 BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	25	FORD	F550 AT37G
L120 (2025 F550 AT37G BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	25	FORD	F550 AT37G
L125 (2025 F550 CREW AT37G BABY BKT)	037 (1 TON TRUCK W/LIFT <=40')	25	FORD	F550
L130 (2025 F550 CREW AT37G BABY BKT)	037 (1 TON TRUCK W/LIFT <=40')	25	FORD	F550 AT37G
L140 (2025 F550 CREW AT37G BABY BKT)	037 (1 TON TRUCK W/LIFT <=40')	25	FORD	F550 AT37G
L447 (2014 FORD F550 AT37G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	14	FORD	F550 AT37G
L489 (2015 FORD F550 AT37G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	15	FORD	F550 AT37G
L629 (2020 FORD F550 AT37G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	20	FORD	F550 AT37G
L630 (2020 FORD F550 AT37G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	20	FORD	F550 AT37G
L632 (2020 FORD F550 AT37G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	20	FORD	F550 AT37G
L642 (2020 FORD F550 F5H LIFT BODY)	037 (1 TON TRUCK W/LIFT <=40')	20	FORD	F5H F-550 CHASSI
L105R (RES 2026 FORD F550 BABY BKT)	037 (1 TON TRUCK W/LIFT <=40')	26	FORD	F550 AT40G
L106R (2026 F550 AT40G BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	26	FORD	F550 AT40G
L107R (RES 26 F550 AT40G BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	26	FORD	F550 AT40G
L108R (RES 26 F550 AT40G BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	26	FORD	F550 AT40G
L109R (RES 26 F550 AT40G BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	26	FORD	F550 AT40G
L118R (2025 F550 AT40G BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	25	FORD	F550 AT40G
L119R (2026 FORD BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	26	FORD	F550 AT40G
L121R (2026 F550 AT40G BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	26	FORD	F550 AT40G
L122R (2026 FORD F550 BABY BKT)	037 (1 TON TRUCK W/LIFT <=40')	26	FORD	F550 AT40G
L123R (2025 FORD F550 BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	25	FORD	F600 AT41M
L124R (2025 F550 AT40G BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	25	FORD	F550 AT40G
L126R (2025 F550 AT40G BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	25	FORD	F550
L127R (2025 F550 AT40G BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	25	FORD	F550 AT40G
L128R (2025 F550 AT40G BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	25	FORD	F550 AT40G
L129R (2025 F550 AT40G BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	25	FORD	F550 AT40G
L135R (2022 FORD F550 BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	22	FORD	F550 AT40G
L137R (2024 FORD F550 4X4 AT48M)	037 (1 TON TRUCK W/LIFT <=40')	24	FORD	F550 AT48M
L138R (2025 FORD F550 BABY BUCKET)	037 (1 TON TRUCK W/LIFT <=40')	25	FORD	F550 AT40G
L150R (2024 F600 AT41M BUCKET TRK)	037 (1 TON TRUCK W/LIFT <=40')	24	FORD	F600 AT41M
L155R (2024 FORD AT41M F600 4X4)	037 (1 TON TRUCK W/LIFT <=40')	24	FORD	F600 AT41M
L156R (2024FORD F600 AT41M BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	24	FORD	F-600
L157R (2024 FORD AT40G BUCKET TRK)	037 (1 TON TRUCK W/LIFT <=40')	24	FORD	AT40G
L158R (2022 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	22	FORD	F550 AT40G
L162R (2024 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	24	FORD	AT40G
L167R (2024 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	24	FORD	AT40G
L305R (2023 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	23	FORD	AT40G
L310R (2022 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	22	FORD	AT40G
L564L (2019 FORD F550 AT37G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	19	FORD	AT37G
L565L (2019 FORD F550 AT37G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	19	FORD	AT37G
L566L (2019 FORD F550 AT37G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	19	FORD	AT37G
L602R (2019 FORD F550 AT37G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	19	FORD	AT37G
L612R (2019 FORD F550 AT37G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	19	FORD	AT37G
L620R (2019 FORD F550 AT37G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	19	FORD	AT37G
L621R (2019 FORD F550 AT37G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	19	FORD	AT37G

VC149 (2025 VERMEER LP873SDT VAC)	208 (VACUUM EXCAVATOR TRAILER MT	25	VERMEER	LP873SDT	
VC150 (2025 VERMEER LP873SDT VAC)	208 (VACUUM EXCAVATOR TRAILER MT	25	VERMEER	LP873SDT	
VC137L (2022 VERMEER LP873SDT VAC TRLR	208 (VACUUM EXCAVATOR TRAILER MT	22	VERMEER	LP873SDT	
VC138R (2023 VERMEER LP873SDT VAC TRLF	208 (VACUUM EXCAVATOR TRAILER MT	23	VERMEER	LP873SDT - E012878	
VC139L (2023 VERMEER LP873SDT VAC TRLR	208 (VACUUM EXCAVATOR TRAILER MT	23	VERMEER	LP873SDT	
VC140L (2023 VERMEER LP873SDT VAC TRLR	208 (VACUUM EXCAVATOR TRAILER MT	23	VERMEER	LP873SDT	
VC141L (2023 VERMEER LP873SDT VAC TRLR	208 (VACUUM EXCAVATOR TRAILER MT	23	VERMEER	LP873SDT	
VC148R (2025 VERMEER VAC TRLR MOUNT)	208 (VACUUM EXCAVATOR TRAILER MT	25	VERMEER	LP876SDT	
VC153R (2020 RING-O-MATIC 800)	208 (VACUUM EXCAVATOR TRAILER MT	20	RING-O-MATIC	VACUUTL800	
VC154R (RING O MATIC 550 VAC)	208 (VACUUM EXCAVATOR TRAILER MT	25	RING O MATIC	VACUUTL550	
VC156R (RING O MATIC 550 VAC)	208 (VACUUM EXCAVATOR TRAILER MT	24	RING-O-MATIC	VACUUTL550	
VC157R (2024 RING O MATIC 850VX VAC)	208 (VACUUM EXCAVATOR TRAILER MT	24	RING-O-MATIC	850VX	
VC101 (2025 KW TRUVAC 824HXX)	210 (VACUUM EXCAVATOR TRUCK MTD	25	KENWORTH	824HXX	
VC151R (2025 PTRB 12YD VACTRON)	210 (VACUUM EXCAVATOR TRUCK MTD	25	PETERBILT		567
PP126 (2020 VERMEER D20X22 BORE RIG)	232 (DBE 10-24000 LB PULLBACK)	20	VERMEER	D20X22111	
PP127 (2020 VERMEER D20X22 BORE RIG)	232 (DBE 10-24000 LB PULLBACK)	20	VERMEER	D20X22111	
PP129 (2020 VERMEER D20X22 BORE RIG)	232 (DBE 10-24000 LB PULLBACK)	21	VERMEER	D20X22S3	
PP112L (2025 VERMEER D23X30 W/ ET462L)	232 (DBE 10-24000 LB PULLBACK)	25	VERMEER	D23X30 III	
PP122A (UNDERGROUND MAGNETIX LOCATI	232 (DBE 10-24000 LB PULLBACK)				
PP129A (2020 VERMEER MX125 MIXER)	232 (DBE 10-24000 LB PULLBACK)	20	VERMEER	MX125	
PP133L (2023 VERMEER D20X22III BORE)	232 (DBE 10-24000 LB PULLBACK)	23	VERMEER	D20X22III	
PP134L (2023 VERMEER D20X22III BORE)	232 (DBE 10-24000 LB PULLBACK)	23	VERMEER	D20X22III	
PP130 (2020 VERMEER D24X40 BORE RIG)	233 (DBE 25-49000 LB PULLBACK)	20	VERMEER	D24X40S3	
PP111L (2026 VERMEER D24G4)	233 (DBE 25-49000 LB PULLBACK)	26	VERMEER	D24G42VP	
PP113L (2024 VERMEER D23X30)	233 (DBE 25-49000 LB PULLBACK)	24	VERMEER	D23X30III	
PP114L (2023 VERMEER D23X30)	233 (DBE 25-49000 LB PULLBACK)	23	VERMEER	D23X30111	
PP115L (2024 VERMEER D23X30 S3 BOR)	233 (DBE 25-49000 LB PULLBACK)	24	VERMEER	VM D23X30 S3	
PP128A (2020 FELLING FT-24 TRAILER)	233 (DBE 25-49000 LB PULLBACK)	20	FELLING	FT-24	
PP130A (2020 VERMEER MX300 MIXER)	233 (DBE 25-49000 LB PULLBACK)	20	VERMEER	MX300	
PP132 (2022 VERMEER 23X30 DR BORE RIG)	234 (DBE >49000 LB PULLBACK)	22	VERMEER	23X30 DR	
PP135 (2023 VERMEER 23X30 BORE RIG)	234 (DBE >49000 LB PULLBACK)	23	VERMEER	D23X30DRS3	
WP102 (MORGAN TUGGER W POWER PAC SI	306 (ROPE 1DR TRLR MTD OVHD 2000LI		MORGAN	LH28	
WP173 (1997 WSE S2DP30 ROPE RIG)	306 (ROPE 1DR TRLR MTD OVHD 2000LI	97	WAGNER SMITH EQP C(	S2DP30	
WP227 (1980 SR PT2766T 1DR PLR)	306 (ROPE 1DR TRLR MTD OVHD 2000LI	80	SHERMAN REILLY	PT2766T	
WP228 (1981 SR PT2766T 1DR PLR)	306 (ROPE 1DR TRLR MTD OVHD 2000LI	81	SHERMAN REILLY	PT2766T	
WP229 (1996 SR S785T 1DR PLR)	306 (ROPE 1DR TRLR MTD OVHD 2000LI	96	SHERMAN REILLY	S785T	
WP185 (2011 WSE SINGLE DRUM PULLER)	307 (ROPE 1DR TRLR MTD OVHD 3000LI	11	WAGNER SMITH	T-1DPT-90	
WP198 (2014 WSE SINGLE DRM PULLER)	307 (ROPE 1DR TRLR MTD OVHD 3000LI	14	WAGNER SMITH EQP C(	T-1DPT-90	
WP221 (2020 WSE SINGLE DRM PULLER)	307 (ROPE 1DR TRLR MTD OVHD 3000LI	20	WAGNER SMITH	T-1DPT-90	
WP185A (44"X22,000' AMSTELL ROPE/REEL)	307 (ROPE 1DR TRLR MTD OVHD 3000LI		AMSTEEL	44"X22,000'	
WP140 (2019 WSE 3 DRUM HARDLINE)	330 (WIRE 3DR TRAILER MTD 10000LB)	19	WAGNER SMITH EQP C(	T-3DP-300FT PULLER	
WP140A (ROPAC CABLE ON WP140)	330 (WIRE 3DR TRAILER MTD 10000LB)				
WP107 (3 DRUM HARDLINE PULLER)	331 (WIRE 3DR TRAILER MTD 20000LB)	24	WAGNER SMITH EQP C(	T-3DP-800-FT4	
WP107A (CABLE FOR WP107)	331 (WIRE 3DR TRAILER MTD 20000LB)		WAGNER SMITH	98731-10X25K	
WP103 (TENSION STRINGING EQ 4 DRU)	341 (WIRE 4DR SKID MTD 1000LB)		TSE-TENSION STRING E	LH28	
WP116 (TENSION STRINGING EQUIPMENT 4)	341 (WIRE 4DR SKID MTD 1000LB)	78	TSE-TENSION STRING E		2501
WP143 (2024 WSE FOUR DRUM PULLER D1)	349 (ROPE 4DR TRAILER MTD 3000LB)	24	WAGNER-SMITH EQ	T-4DP-75-FT4	
WP238 (2003 SR PLW-3004-T 4DR PLR)	349 (ROPE 4DR TRAILER MTD 3000LB)	3	SHERMAN REILLY	PLW-300-4-T	
WP120R (WSE FOUR DRUM PULLER)	349 (ROPE 4DR TRAILER MTD 3000LB)	25	WAGNER-SMITH EQ	T-4DP-75-FT4	
WP238A (ROPE ON WP238)	349 (ROPE 4DR TRAILER MTD 3000LB)				
WP117 (WSE FOUR DRUM PULLER)	353 (ROPE 4 DR TRAILER MTD 3500 LB)	25	WAGNER-SMITH EQ	T-4DP-75-FT4	
WP151 (2005 WSE T-4DP-36 4DR PLR)	353 (ROPE 4 DR TRAILER MTD 3500 LB)	5	WAGNER SMITH EQP C(	T-4DP-36	
WP177 (2011 WSE T-4DP-115 4 DRM PULLR)	353 (ROPE 4 DR TRAILER MTD 3500 LB)	11	WAGNER SMITH EQP C(	T-4DP-115	
WP178 (2013 WSE T-4DP-115 4DR PULLR)	353 (ROPE 4 DR TRAILER MTD 3500 LB)	13	WAGNER SMITH EQP C(	T-4DP-115 / 20 FT	
WP203 (2020 WSE T-4DP-75 4DRM PULLER)	353 (ROPE 4 DR TRAILER MTD 3500 LB)	20	WAGNER SMITH	4TDP-75-FT4	
WP204 (WSE T-4DP-75 4DRM PULLER)	353 (ROPE 4 DR TRAILER MTD 3500 LB)	20	WAGNER SMITH EQP C(	4TDP-75-FT4	
WP208 (2020 WSE T-4DP-115 4DRM PLR)	353 (ROPE 4 DR TRAILER MTD 3500 LB)	20	WAGNER SMITH EQP C(	T-4DP-115	
WP210 (2020 WSE T-4DP-130 4DRM PLR)	353 (ROPE 4 DR TRAILER MTD 3500 LB)	20	WAGNER SMITH EQP C(	T-4DP-130	
WP212 (2020 WSE T-4DP-75 4DRM PULLER)	353 (ROPE 4 DR TRAILER MTD 3500 LB)	20	WSE	T-4DP-75-FT4	
WP215 (2020 WSE T-4DP-115 4DR PLR)	353 (ROPE 4 DR TRAILER MTD 3500 LB)	20	WAGNER SMITH EQP C(	T-4DP-115	
WP242 (2006 WSE T-4DP-75 4DRM PULLER)	353 (ROPE 4 DR TRAILER MTD 3500 LB)	6	WAGNER SMITH EQP C(	T-4DP-75	
WP262 (2012 WSE T-4DP 115 4DRM PULLER)	353 (ROPE 4 DR TRAILER MTD 3500 LB)	12	WAGNER SMITH EQP C(	T-4DP 115	
WP263 (2015 WSE T-4DP-115 4DRM PULLER	353 (ROPE 4 DR TRAILER MTD 3500 LB)	15	WAGNER SMITH EQP C(	T-4DP 115	
WP111R (WSE FOUR DRUM PULLER)	353 (ROPE 4 DR TRAILER MTD 3500 LB)	26	WAGNER-SMITH	T-4DP-75-FT4	
WP151A (YALE ROPE - 4 COLOR)	353 (ROPE 4 DR TRAILER MTD 3500 LB)		YALE	1/2X8000 FT	
WP203A (5/8 X 10,000FT YALE PE12 ROPE)	353 (ROPE 4 DR TRAILER MTD 3500 LB)				
WP204A (5/8 X 10,000FT YALE PE12 ROPE)	353 (ROPE 4 DR TRAILER MTD 3500 LB)				
WP208A (TW ROPE)	353 (ROPE 4 DR TRAILER MTD 3500 LB)				
WP210A (TW ROPE)	353 (ROPE 4 DR TRAILER MTD 3500 LB)				
WP215A (TW ROPE)	353 (ROPE 4 DR TRAILER MTD 3500 LB)				
WP242A (5/8 X 10000 TENEX ROPE 4 COLOR	353 (ROPE 4 DR TRAILER MTD 3500 LB)	11	TENEX		
WP251A (1957 PENGO TRPLW-30-4 4DR PLR	353 (ROPE 4 DR TRAILER MTD 3500 LB)	57	PENGO	TRPLW-30-4	
WP262A (TW ROPE)	353 (ROPE 4 DR TRAILER MTD 3500 LB)				
WP181 (2006 IHC 7400 4DRUM ROPE RIG)	356 (ROPE 4DR TRUCK MTD 3500LB)	6	INTERNATIONAL	7400 6X4	
WP193 (2003 FHL 112SD)	356 (ROPE 4DR TRUCK MTD 3500LB)	3	FREIGHTLINER	FL112SD	
WP194 (2015 PTRB 365)	356 (ROPE 4DR TRUCK MTD 3500LB)	15	PETERBILT		365
WP233 (1993 WSE T-4DP-69 4DRM -WP233A	356 (ROPE 4DR TRUCK MTD 3500LB)	93	WAGNER SMITH EQP C(	T-4DP-69	
WP251 (2017 KW T370 TRUCK)	356 (ROPE 4DR TRUCK MTD 3500LB)	17	KENWORTH	T370	
WP181A (PENGO 4 DRUM PILOT LINE PULLE)	356 (ROPE 4DR TRUCK MTD 3500LB)		PENGO	SKPLW-30-4	
WP181B (5/8X16,500 FT ROPE)	356 (ROPE 4DR TRUCK MTD 3500LB)		YALE	YALE PE-12	
WP181C (CUMMINS 6BTA POWER UNIT)	356 (ROPE 4DR TRUCK MTD 3500LB)		CUMMINS	6BTA	
WP193A (CUMMINS 6BTA POWER UNIT WP1	356 (ROPE 4DR TRUCK MTD 3500LB)		CUMMINS	6BTA	
WP193B (1971 PENGO 4 DRUM ON WP193)	356 (ROPE 4DR TRUCK MTD 3500LB)	71	PENGO	SKCPLW30-4	
WP193C (ROPE ON WP193)	356 (ROPE 4DR TRUCK MTD 3500LB)				
WP233A (1991 IHC 2TON FLATBED W/WP23	356 (ROPE 4DR TRUCK MTD 3500LB)	91	INTERNATIONAL	2TON FLAT BED	
WP233B (5/8X10,000 # PE-12 STRAND POLY)	356 (ROPE 4DR TRUCK MTD 3500LB)		YALE	5/8X16,500' ROPE	
WP225 (1994 SR 1303-T 28" BWL TNSR)	360 (26" 1RL 2000LB RL CAR TLR MTD)	94	SHERMAN+REILLY	1303-T 15FT	
WP141 (1984 TSE 48" FIBER TENSIONER)	366 (42" 1RL 5000LB TRAILER MTD)	84	TSE		
WP195 (2011 WSE 52" BULLWHEEL TNSR)	366 (42" 1RL 5000LB TRAILER MTD)	11	WAGNER SMITH EQP C(	T-BWT-5-52RC-90X60	
WP205 (2020 WSE 52" TENSIONER)	366 (42" 1RL 5000LB TRAILER MTD)	20	WAGNER SMITH EQP C(	T-BWT-5-52RC	
WP206 (2020 WSE 52" TENSIONER)	366 (42" 1RL 5000LB TRAILER MTD)	20	WAGNER SMITH EQP C(	T-BWT-5-52RC	
WP213 (2020 WSE 52" TENSIONER)	366 (42" 1RL 5000LB TRAILER MTD)	20	WAGNER SMITH EQP C(	T-BWT-5-52RC-96X56	
WP234 (2002 WSE 52" BULLWHL TENSIONEF	366 (42" 1RL 5000LB TRAILER MTD)	2	WAGNER SMITH EQP C(	T-BWT	
WP235 (2005 WSE 38" BULLWHL TENSIONEF	366 (42" 1RL 5000LB TRAILER MTD)	5	WAGNER SMITH EQP C(	T-BWT-4-38RC	
WP236 (2024 WSE 52" TENSIONER)	366 (42" 1RL 5000LB TRAILER MTD)	24	WAGNER-SMITH EQ	T-BWT-5-52RC-96 X 96	
WP254 (2013 WSE 52" TENSIONER)	366 (42" 1RL 5000LB TRAILER MTD)	13	WAGNER SMITH EQP C(	T-BWT-5-52RC-96X56	
WP113R (WSE WIRE TENNSIONER)	366 (42" 1RL 5000LB TRAILER MTD)	26	WAGNER-SMITH	T-BWT-5-52	
WP121R (WSE 52" TENSIONER)	366 (42" 1RL 5000LB TRAILER MTD)	25	WAGNER-SMITH EQ	T-BWT-5-52RC-90 X 56	
WP187 (2014 WSE 60" TENSIONER)	370 (60" 1RL 10000LB TRAILER MTD)	14	WAGNER SMITH EQP C(	T-BWT-10-60	
WP223 (WSE 61" FIBER TENSIONER)	370 (60" 1RL 10000LB TRAILER MTD)	20	WAGNER SMITH EQP C(	T-BWT-4-61	
WP224 (2018 WSE 72" HYDRO TENSIONER)	373 (72" 1RL 10000LB TRUCK MTD)	18	WAGNER SMITH EQP C(	T-BWT-10-72	
WP264 (2017 WSE 72" TENSIONER)	373 (72" 1RL 10000LB TRUCK MTD)	17	WAGNER SMITH EQP C(	T-BWT-10-72	
WP135 (2015 WSE 72" TENSIONER)	379 (72" BUNDLE 2 10000LB TRUCK MTI	15	WAGNER SMITH EQP C(	SK-2BWT-10-72 (H)	
WP158 (2010 WSE 72" MTD BNDLE 2 TENSR)	379 (72" BUNDLE 2 10000LB TRUCK MTI	10	WAGNER SMITH EQP C(	SK-2BWT-10-72H 38FT	
WP158A (TRAILER DUAL REEL SEE WP158)	379 (72" BUNDLE 2 10000LB TRUCK MTI	14	TRANSCRAFT	DTL2100 38X102	
AT278 (V GROOVE REEL & ROPE 16k & 4k)	387 (PLR-TNSR V-GRV 10000 TLR MTD)	18	WAGNER SMITH	96 X 64	
WP118 (WSE V GROOVE PULLER)	387 (PLR-TNSR V-GRV 10000 TLR MTD)		WAGNER-SMITH EQ	T-VBWPT-340-72-FT4	
WP157 (2005 WSE VGROOVE PULLER)	387 (PLR-TNSR V-GRV 10000 TLR MTD)	5	WAGNER SMITH EQP C(	TVBWPT34072	
WP202 (2014 WSE VGROOVE PULLER)	387 (PLR-TNSR V-GRV 10000 TLR MTD)	14	WAGNER SMITH EQP C(	T-VBWPT-340-72	
WP207 (2020 WSE VGROOVE PULLER)	387 (PLR-TNSR V-GRV 10000 TLR MTD)	20	WAGNER SMITH EQP C(	T-VBWPT-340-72	
WP216 (2018 WSE VGROOVE PULLER)	387 (PLR-TNSR V-GRV 10000 TLR MTD)	20	WAGNER SMITH EQP C(	T-VBWPT-340-72	
WP246 (2005 WSE V GROOVE PULLER)	387 (PLR-TNSR V-GRV 10000 TLR MTD)	5	WAGNER SMITH EQP C(	T VBWPT 340 72 2223	
WP126R (WSE V GROOVE PULLER)	387 (PLR-TNSR V-GRV 10000 TLR MTD)	25	WAGNER-SMITH EQ	T-VBWPT-340-72-FT4	
WP157A (V GROOVE REEL & ROPE 20k)	387 (PLR-TNSR V-GRV 10000 TLR MTD)		SAMSON	1-1/8" STABLE BRAID	
WP157B (WSE 84X54 BREAKAWAY REEL W/S	387 (PLR-TNSR V-GRV 10000 TLR MTD)		WAGNER SMITH EQP C(	1401-8454	
WP216A (V GROOVE REEL & ROPE 12k)	387 (PLR-TNSR V-GRV 10000 TLR MTD)	20	WAGNER SMITH EQP C(	1 1/8X12000 DB POLY	
WP246A (V GROOVE REEL & ROPE 20k)	387 (PLR-TNSR V-GRV 10000 TLR MTD)			1 1/8" X 20K SAMSO	
WP246B (WSE 84X54 BREAKWAY REEL)	387 (PLR-TNSR V-GRV 10000 TLR MTD)		WAGNER SMITH EQP C(		
WP186 (2015 SR UD-50-B UNDGND PLR)	396 (UND WIRE PLR <6000 LB TLR MTD)	15	SHERMAN REILLY	UD-50-B	
WP128 (2024 DDHX-75 UNDERDOG PULL D1	398 (UND WIRE PLR <10000 LB TLR MTC	24	SHERMAN+REILY	DDHX-75	
WP200 (2018 CONDUX UNDER DAWG PULLE	398 (UND WIRE PLR <10000 LB TLR MTC	18	CONDUX	BLUE OX TF4	

L635R (2019 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	19	FORD	AT40G
L643R (2019 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	19	FORD	AT40G
L649R (2019 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	19	FORD	AT40G
L658R (2021 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	21	FORD	AT40G
L663R (2019 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	19	FORD	AT40G
L667L (2021 FORD F550 AT41M BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	21	FORD	AT41M
L684R (2019 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	19	FORD	AT40G
L685R (2020 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	20	FORD	AT40G
L687R (2021 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	21	FORD	AT40G
L688R (2021 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	21	FORD	AT40G
L689R (2021 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	21	FORD	AT40G
L692R (2021 FORD F550 AT41M BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	21	FORD	AT41M
L705R (2022 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	22	FORD	AT40G
L706R (2022 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	22	FORD	AT40G
L707R (2022 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	22	FORD	AT40G
L719R (2022 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	22	FORD	AT40G
L720R (2022 FORD F550 AT40G BKT TRK)	037 (1 TON TRUCK W/LIFT <=40')	22	FORD	AT40G
MT130 (2023 FORD F-550 MECHANIC TRK)	040 (MECHANICS TRUCK 1 TON <=550)	23	FORD	F550
MT133 (2019 F550 MECHANICS TRUCK)	040 (MECHANICS TRUCK 1 TON <=550)	19	FORD	F550
MT129R (2026 FORD F550 MECHANICS TRUC	040 (MECHANICS TRUCK 1 TON <=550)	26	FORD	F550
MT126 (2006 KW T800 MECHANICS TRK)	041 (MECHANICS TRUCK 2 TON)	6	KENWORTH	T800
MT127 (2016 PTRB MECHANICS TRK)	041 (MECHANICS TRUCK 2 TON)	16	PETERBILT	337
MT134 (2019 KW T370 MECHANICS TRK)	041 (MECHANICS TRUCK 2 TON)	19	KENWORTH	T370
MT135 (2019 KW T370 MECHANICS TRK)	041 (MECHANICS TRUCK 2 TON)	19	KENWORTH	T370
MT138 (2022 KW T370 MECHANICS TRK)	041 (MECHANICS TRUCK 2 TON)	21	KENWORTH	T370
MT139 (2022 KW T370 MECHANICS TRK)	041 (MECHANICS TRUCK 2 TON)	22	KENWORTH	T370
MT140 (2022 KW T270 MECHANICS TRK)	041 (MECHANICS TRUCK 2 TON)	22	KENWORTH	T270
MT141 (2024 KW T380 MECHANICS TRK)	041 (MECHANICS TRUCK 2 TON)	24	KENWORTH	T380
MT142 (2025 KW T380 MECHANICS TRK)	041 (MECHANICS TRUCK 2 TON)	25	KENWORTH	T380
MT143 (2026 KW T380 MECHANICS TRK)	041 (MECHANICS TRUCK 2 TON)	26	KENWORTH	T380
MT144 (2026 KW T380 MECHANICS TRK)	041 (MECHANICS TRUCK 2 TON)	26	KENWORTH	T380
MT138A (SUMMIT MECH TRUCK BODY)	041 (MECHANICS TRUCK 2 TON)		SUMMIT	
LB101 (LUBE CUBE SKID)	043 (FUEL, LUBE, WATER TRUCK)			
LB102 (2026 KW T380 LUBE TRK)	043 (FUEL, LUBE, WATER TRUCK)	26	KENWORTH	T380
LB105 (2022 KW T370 LUBE TRK)	043 (FUEL, LUBE, WATER TRUCK)	22	KENWORTH	T370
LB106 (SUMMIT LUBE CUBE)	043 (FUEL, LUBE, WATER TRUCK)	21	SUMMIT	QUAD 60 POLY
FB145 (2006 FORD F550 FLTBD)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	6	FORD	F550
FB191 (2009 KW T270 SAW TRUCK)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	9	KENWORTH	T270
FB202 (2016 FORD F550 4X4)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	16	FORD	F550
FB217 (2021 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	21	FORD	F550
FB218 (2021 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	21	FORD	F550
FB219 (2022 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	22	FORD	F550
FB220 (2021 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	21	FORD	F550
FB221 (2022 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	22	FORD	F550
FB222 (2021 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	21	FORD	F550
FB223 (2022 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	22	FORD	F550
FB224 (2021 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	21	FORD	F550
FB225 (2023 RAM 5500 4X4 REG CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	RAM	5500
FB231 (2021 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	21	FORD	F550
FB241 (2023 KW T370 SAW TRUCK)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	KENWORTH	T370
FB242 (2022 FORD F55O 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	22	FORD	F550
FB243 (2022 FORD F55O 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	22	FORD	F550
FB244 (2022 FORD F55O 4X4 CREW CA)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	22	FORD	F550
FB249 (2022 FORD F55O 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	22	FORD	F550
FB251 (2023 CHEVY 5500 HD)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	CHEVY	GM515
FB252 (2023 FORD F550 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	FORD	F550
FB253 (2023 FORD F550 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	FORD	F550
FB254 (2023 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	FORD	F550
FB255 (2023 FORD 4X4 F550 EXT CAB DRW)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	FORD	F550
FB264 (2023 FORD F550 4X4 SUPER CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	FORD	F550
FB265 (2023 FORD F550 4X4 SUPER CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	FORD	F550
FB266 (2023 FORD F550 4X4 SUPER CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	FORD	F550
FB267 (2023 FORD F550 4X4 SUPER CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	FORD	F550
FB268 (2023 FORD F550 4X4 SUPER CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	FORD	F550
FB269 (2023 FORD F550 4X4 SUPER CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	FORD	F550
FB271 (FORD F550 4X4 SUPER CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	FORD	F550
FB273 (2019 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	19	FORD	F550
FB274 (2023 RAM 5500 4X4 REG CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	RAM	5500
FB275 (2023 RAM 5500 4X4 REG CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	RAM	5500
FB276 (2023 RAM 5500 4X4 REG CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	RAM	5500
FB277 (2023 RAM 5500 4X4 REG CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	RAM	5500
FB278 (2023 RAM 5500 4X4 REG CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	RAM	5500
FB281 (2024 FORD F550 4X4 EXT CAB DRW)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
FB282 (2024 FORD F550 4X4 EXT CAB DRW)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
FB285 (2024 FORD F550 4X4 EXT CAB DRW)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
FB286 (2024 FORD F550 4X4 EXT CAB DRW)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
FB287 (2024 FORD F550 4X4 EXT CAB DRW)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
FB288 (2024 FORD F550 4X4 EXT CAB DRW)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
FB289 (2024 FORD F550 4X4 EXT CAB DRW)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
FB290 (2024 FORD F550 4X4 EXT CAB DRW)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
FB295 (FORD F550 CREW 84")	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
FB298 (2024 FORD F550 CREW 84")	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
FB299 (FORD F550 CREW "TV294")	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
FB301 (2018 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	18	FORD	F550
FB302 (RES FORD F550 CREW 84")	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
FB305 (2025 FORD F550 CREW 84")	046 (FLTBD 2WD 1 AXLE 1.5-2T)	25	FORD	F550
FB306 (2025 FORD F550 CREW 84")	046 (FLTBD 2WD 1 AXLE 1.5-2T)	25	FORD	F550
FB310 (2017 IHC 16' FLAT BED)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	17	INTERNATIONAL	4300
FB312 (2000 FORD F750 SAW TRUCK)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	0	FORD	F750
FB332 (2023 FORD F550 4X4 SUPER CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	FORD	F550
FB333 (2023 FORD F550 4X4 SUPER CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	FORD	F550
FB338 (2023 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	FORD	F550
FB340 (2022 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	22	FORD	F550
FB354 (2020 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	20	FORD	F550
FB355 (2020 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	20	FORD	F550
FB357 (2022 FORD F550 4X4 REG CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	22	FORD	F550
FB358 (2022 FORD F550 4X4 REG CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	22	FORD	F550
FB367 (2019 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	19	FORD	F550
FB371 (2019 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	19	FORD	F550
FB372 (2019 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	19	FORD	F550
FB383 (2020 FORD F550 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	20	FORD	F550
FB384 (2020 FORD F550 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	20	FORD	F550
FB386 (2023 RAM 5500 4X4)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	RAM	5500
FB387 (2023 RAM 5500 CREW 4X4)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	23	RAM	5500
FB408 (2020 KW T370)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	20	KENWORTH	T370
TV100 (2022 FEDEX VAN BODY TRK)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	22	FORD	UTILIMASTER
TV225 (2019 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	19	FORD	F550
TV227 (2019 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	19	FORD	F550
TV248 (2020 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	20	FORD	F550
TV251 (2019 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	19	FORD	F550
TV252 (2019 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	19	FORD	F550
TV264 (2021 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	21	FORD	F550
TV269 (2022 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	22	FORD	F550
TV270 (FORD F550 CREW 84")	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
TV271 (2020 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	20	FORD	F550
TV286 (2020 FORD F550 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	20	FORD	F550
TV287 (2021 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	21	FORD	F550
TV293 (2024 FORD F550 CREW 84" TV293)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
TV295 (FORD F550 CREW 84")	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
TV296 (2026 FORD F550 CREW 60")	046 (FLTBD 2WD 1 AXLE 1.5-2T)	25	FORD	F550
TV297 (2025 FORD F550 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	25	FORD	F550

WP220 (WSE THALER KE-SP3050 UNDERDAW	398 (UND WIRE PLR <10000 LB TLR MTD	20	THALER	KE-SP3050 U/G 3000FT
WP226 (2003 UNDER DAWG PULLER)	398 (UND WIRE PLR <10000 LB TLR MTD	3	TSE PENGO	UP-70
WP240 (2004 SR DDHA-75-TD UNDGND PLR	398 (UND WIRE PLR <10000 LB TLR MTD	4	SHERMAN REILLY	DDHA-75-T-D
WP110R (WSE UG PULLER TEMA 104R10)	398 (UND WIRE PLR <10000 LB TLR MTD	25	TEMA	104R10
WP115R (WSE UG PULLER TEMA 104R10)	398 (UND WIRE PLR <10000 LB TLR MTD	25	WAGNER-SMITH EQ	104R10
WP127R (2024 UNDERDOG WIRE PULLER D1	398 (UND WIRE PLR <10000 LB TLR MTD	24	TSE-INTERNATIONAL	UP85BDTA
WP131R (2024 UNDERDOG WIRE PULLER D1	398 (UND WIRE PLR <10000 LB TLR MTD	24	TSE-INTERNATIONAL	UP85BDTA
WP226A (AIRMAN AIR COMPRESSOR)	398 (UND WIRE PLR <10000 LB TLR MTD			
ET304 (2001 FELLING CAR TRAILER)	404 (TRAILER)	1	FELLING	TRLR
ET305 (2001 FELLING CAR TRAILER)	404 (TRAILER)	1	FELLING	TRLR
ET208 (1992 DIAMOND TRLR)	405 (TRAILER - SM 1 AXLE <6000LB)	92	DIAMOND	BOX
ET209 (1994 CUSTOM BUILT TRLR)	405 (TRAILER - SM 1 AXLE <6000LB)	94	CUSTOM BUILT	TRAILER
ET210 (1998 CUSTOM BUILT MATERIAL TRL)	405 (TRAILER - SM 1 AXLE <6000LB)	98	CUSTOM BUILT	SA8 8FEET 22'SIDES
ET211 (1984 5X10 DIAMOND UTILITY TRLR)	405 (TRAILER - SM 1 AXLE <6000LB)	84	DIAMOND	5X10
ET212 (1998 SA-8 CustomBuilt TRAILER)	405 (TRAILER - SM 1 AXLE <6000LB)	98	CUSTOMBUILTTRAILERS	SA-8
ET333 (2002 TEMCO GOLF CART TRAILER)	405 (TRAILER - SM 1 AXLE <6000LB)	2	TEMCO	6'X12' 3K
ET417 (TILT DECK TRAILER 5K)	405 (TRAILER - SM 1 AXLE <6000LB)	9	TOWMASTER	T-5T
ET460R (2024 TILT DECK 6K TRAILER)	405 (TRAILER - SM 1 AXLE <6000LB)	24	TOWMASTER	T-6DT
ET105 (1989 JFW EQUIPMENT TRAILER MOD	406 (TRAILER - EQUIPMENT 6-17999LB)	89	JFW	F274S
ET122 (2023 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	TOWMASTER	TC-16LP
ET123 (2023 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	TOWMASTER	TC-16LP
ET124 (2023 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	TOWMASTER	TC-16LP
ET125 (2023 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	TOWMASTER	TC-16LP
ET126 (2023 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	TOWMASTER	TC-16LP
ET127 (2023 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	TOWMASTER	TC-16LP
ET142 (2022 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	22	TOWMASTER	TC-16
ET143 (2022 HOLDEN INDUSTRIES TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	22	HOLDEN INDUSTRIES	TC16
ET146 (1992 JFW EQUIPMENT TRAILER MOD	406 (TRAILER - EQUIPMENT 6-17999LB)	92	JFW	F274S
ET157 (1993 JFW MODEL W-2D UTILITY TR)	406 (TRAILER - EQUIPMENT 6-17999LB)	93	JFW	W-2D
ET159 (1985 DITCH WITCH MODEL BWT12)	406 (TRAILER - EQUIPMENT 6-17999LB)	85	DITCH-WITCH	BWT12
ET160 (1993 REDI-HAUL EQUIPMENT TRAIL)	406 (TRAILER - EQUIPMENT 6-17999LB)	92	REDI-HAUL	14K EQ TRLR 16'
ET161 (1994 REDI-HAUL EQUIPMENT TRAIL)	406 (TRAILER - EQUIPMENT 6-17999LB)	94	REDI-HAUL	18'
ET167 (16' H&H FLATBED PRES WASHER)	406 (TRAILER - EQUIPMENT 6-17999LB)	1	H&H	16'
ET186 (1987 HMI FLAT TRAILER 16FT)	406 (TRAILER - EQUIPMENT 6-17999LB)	87	HMI	FLAT TRAILER
ET213 (1995 TRAIL KING TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	95	TRAIL-KING	TRLR
ET214 (2000 MIDATLANTIC 18'FLTBD TRLR)	406 (TRAILER - EQUIPMENT 6-17999LB)	0	MID-ATLANTIC	MACH18H
ET223 (2012 LOAD TRAIL 20' TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	12	LOAD TRAIL	CH20
ET224 (LOAD TRAIL 20' TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	15	LOAD TRAIL	CH20
ET238 (2016 LOAD TRAIL 22' TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	16	LOAD TRAIL	102X22PH
ET239 (2016 LOAD TRAIL 22' TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	16	LOAD TRAIL	102X22PH
ET244 (2017 DOOLITTLE 25' 16K SS TRLR)	406 (TRAILER - EQUIPMENT 6-17999LB)	17	DOOLITTLE	25' 16K SS TRLR
ET245 (2017 DOOLITTLE 25' SS TRLR)	406 (TRAILER - EQUIPMENT 6-17999LB)	17	DOOLITTLE	102 X 25 BRUTE FORCE
ET246 (2017 DOOLITTLE 25' SS TRLR)	406 (TRAILER - EQUIPMENT 6-17999LB)	17	DOOLITTLE	102 X 25 BRUTE FORCE
ET247 (2017 DOOLITTLE 25' SS TRLR)	406 (TRAILER - EQUIPMENT 6-17999LB)	17	DOOLITTLE	102 X 25 BRUTE FORCE
ET249 (2022 FELLING TRAILER 18'X8)	406 (TRAILER - EQUIPMENT 6-17999LB)	22	FELLING	FT-20-2 LP
ET250 (2022 FELLING TRAILER 18'X8)	406 (TRAILER - EQUIPMENT 6-17999LB)	22	FELLING	FT-20-2 LP
ET251 (2022 FELLING TRAILER 18'X8)	406 (TRAILER - EQUIPMENT 6-17999LB)	22	FELLING	FT-20-2 LP
ET252 (2022 FELLING TRAILER 18'X8)	406 (TRAILER - EQUIPMENT 6-17999LB)	22	FELLING	FT-20-2 LP
ET253 (2021 FELLING TRAILER 18'X8)	406 (TRAILER - EQUIPMENT 6-17999LB)	21	FELLING	FT-20-2 LP
ET256 (2018 TILT DECK TRAILER 12K)	406 (TRAILER - EQUIPMENT 6-17999LB)	18	TOWMASTER	T-12DT
ET258 (2019 TILT TRAILER 12K)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	TOWMASTER	T-12DT
ET260 (2021 TILT DECK TRAILER 12K)	406 (TRAILER - EQUIPMENT 6-17999LB)	21	TOWMASTER	T-12DT
ET262 (2017 TILT DECK TRAILER 12K)	406 (TRAILER - EQUIPMENT 6-17999LB)	17	TOWMASTER	T-12DT
ET265 (2019 TILT DECK TRAILER 12K)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	TOWMASTER	T-12DT
ET271 (2016 TILT DECK TRAILER 12K)	406 (TRAILER - EQUIPMENT 6-17999LB)	16	TOWMASTER	T-12DT
ET272 (2016 TILT DECK TRAILER 12K)	406 (TRAILER - EQUIPMENT 6-17999LB)	16	FELLING	T-12DT
ET277 (2018 BROOKS BROTHERS)	406 (TRAILER - EQUIPMENT 6-17999LB)	18	BROOKS BROTHERS	CSL 202-12KE
ET278 (2019 TILT DECK TRAILER 12K)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	TOWMASTER	T-12DT
ET282 (2021 TOWMASTER TC16 TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	21	TOWMASTER	TC16
ET283 (2021 TOWMASTER TC16 TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	21	TOWMASTER	TC16
ET284 (2021 TOWMASTER TC16 TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	21	TOWMASTER	TC16
ET285 (2021 TOWMASTER TC16 TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	21	TOWMASTER	TC16
ET297 (2022 TOWMASTER TC16 TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	22	TOWMASTER	TC16
ET298 (2022 TOWMASTER TC16 TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	21	TOWMASTER	TC16
ET299 (2022 TOWMASTER TC16 TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	22	TOWMASTER	TC16
ET300 (2022 TOWMASTER TC16 TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	22	TOWMASTER	TC16
ET321 (2023 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	TOWMASTER	TC-16LP
ET327 (2023 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	TOWMASTER	TC-16LP
ET328 (2023 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	TOWMASTER	TC-16LP
ET329 (2023 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	TOWMASTER	TC-16LP
ET331 (2023 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	TOWMASTER	TC-16LP
ET332 (2023 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	TOWMASTER	TC-16LP
ET334 (2023 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	TOWMASTER	TC-16LP
ET338 (2023 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	TOWMASTER	TC-16LP
ET339 (2007 TEMCO CAR HAULER TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	7	HOMEMADE CAR HAULI	6'8 X 18 X 14K
ET344 (2017 TOWMASTER TC16 29' TRLR)	406 (TRAILER - EQUIPMENT 6-17999LB)	17	TOWMASTER	TC16
ET345 (2017 TOWMASTER TC16 29' TRLR)	406 (TRAILER - EQUIPMENT 6-17999LB)	17	TOWMASTER	TC16
ET348 (2019 TOWMASTER TC16)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	TOWMASTER	TC16
ET349 (2019 TOWMASTER TC16)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	TOWMASTER	TC16
ET356 (2019 LOADTRAIL 83X15 TILT DECK)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	LOAD TRAIL	83 X 15
ET357 (2019 LOADTRAIL 83X15 TILT DECK)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	LOAD TRAIL	83 X 15
ET358 (2019 LOADTRAIL 83X15 TILT DECK)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	LOAD TRAIL	83 X 15
ET359 (2019 LOADTRAIL 83X15 TILT DECK)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	LOAD TRAIL	83 X 15
ET360 (2019 TOWMASTER TC16 TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	TOWMASTER	TC16 16FT
ET361 (2019 TOWMASTER TC16 TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	TOWMASTER	TC16
ET363 (2019 TILT DECK TRAILER 12K)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	TOWMASTER	T-12DT
ET365 (2019 TILT DECK TRAILER 12K)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	TOWMASTER	T-12DT
ET367 (2019 TOWMASTR TILT DECK TLR12K)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	TOWMASTER	T-12DT 12K
ET371 (2020 TOWMASTER TC16 TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	20	TOWMASTER	TC16
ET372 (2020 TOWMASTER TC16 TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	20	TOWMASTER	TC16
ET377 (2019 TILT DECK TRAILER 12K)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	TOWMASTER	T-12DT
ET379 (2020 FELLING TRAILER 18' X 8')	406 (TRAILER - EQUIPMENT 6-17999LB)	20	FELLING	FT-20-2 LP
ET380 (2020 FELLING TRAILER 18' X 8')	406 (TRAILER - EQUIPMENT 6-17999LB)	20	FELLING	FT-20-2 LP
ET381 (2020 FELLING TRAILER 18' X 8')	406 (TRAILER - EQUIPMENT 6-17999LB)	20	FELLING	FT-20-2 LP
ET382 (2020 FELLING TRAILER 18' X 8')	406 (TRAILER - EQUIPMENT 6-17999LB)	20	FELLING	FT-20-2 LP
ET383 (2020 FELLING TRAILER 18' X 8')	406 (TRAILER - EQUIPMENT 6-17999LB)	20	FELLING	FT-20-2 LP
ET384 (2020 FELLING TRAILER 18' X 8')	406 (TRAILER - EQUIPMENT 6-17999LB)	20	FELLING	FT-20-2 LP
ET389 (2021 FELLING TRAILER 18' X 8')	406 (TRAILER - EQUIPMENT 6-17999LB)	21	FELLING	FT-20-2 LP
ET390 (2021 FELLING TRAILER 18' X 8')	406 (TRAILER - EQUIPMENT 6-17999LB)	21	FELLING	FT-20-2 LP
ET391 (2021 FELLING TRAILER 18' X 8')	406 (TRAILER - EQUIPMENT 6-17999LB)	21	FELLING	FT-20-2 LP
ET392 (2021 FELLING TRAILER 18' X 8')	406 (TRAILER - EQUIPMENT 6-17999LB)	21	FELLING	FT-20-2 LP
ET399 (2021 FELLING TRAILER 18' X 8')	406 (TRAILER - EQUIPMENT 6-17999LB)	21	FELLING	FT-20-2 LP
ET400 (2021 FELLING TRAILER 18' X 8')	406 (TRAILER - EQUIPMENT 6-17999LB)	21	FELLING	FT-20-2 LP
ET401 (2021 FELLING TRAILER 18' X 8')	406 (TRAILER - EQUIPMENT 6-17999LB)	21	FELLING	FT-20-2 LP
ET402 (2021 FELLING TRAILER 18' X 8')	406 (TRAILER - EQUIPMENT 6-17999LB)	21	FELLING	FT-20-2 LP
ET403 (2018 BROOKSBROTHERS TRLR VC119	406 (TRAILER - EQUIPMENT 6-17999LB)	18	BROOKSBROTHERS	W/ VC119
ET407 (2020 TOWMASTER TC16 TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	20	TOWMASTER	TC16
ET408 (2020 TOWMASTER TC16 TRAILER)	406 (TRAILER - EQUIPMENT 6-17999LB)	20	TOWMASTER	TC16
ET410 (2019 TILT DECK TRAILER 12K)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	TOWMASTER	T-12DT
ET426 (2019 TILT DECK TRAILER 12K)	406 (TRAILER - EQUIPMENT 6-17999LB)	19	TOWMASTER	12-DT
ET427 (2020 TOWMASTER 16K DECKOVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	20	TOWMASTER	TC16
ET428 (2020 TOWMASTER 16K DECKOVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	20	TOWMASTER	TC16
ET431 (2020 TOWMASTER 16K DECKOVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	21	TOWMASTER	TC16
ET432 (2020 TOWMASTER 16K DECKOVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	21	TOWMASTER	TC16
ET439 (2023 SUR TRAC 22 FT TRL)	406 (TRAILER - EQUIPMENT 6-17999LB)	23	SUR TRAC	ST8220ET-B-160
ET447 (2024 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	24	TOWMASTER	TC-16LP
ET448 (2024 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	24	TOWMASTER	TC-16LP
ET449 (2024 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	24	TOWMASTER	TC-16LP
ET453 (2024 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	24	TOWMASTER	TC-16LP
ET454 (2024 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	24	TOWMASTER	TC-16LP
ET455 (2024 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	24	TOWMASTER	TC-16LP

TV298 (2025 FORD F550 CREW 60")	046 (FLTBD 2WD 1 AXLE 1.5-2T)	25	FORD	F550
TV299 (2025 FORD F550 CREW 60")	046 (FLTBD 2WD 1 AXLE 1.5-2T)	25	FORD	F550
TV309 (2024 FORD F550 4X4 CREW DRW)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
TV370 (2024 FORD F550 4X4 CREWCAB DRW	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
TV394 (2020 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	20	FORD	F550
TV396 (2020 FORD F550 4X4 CREW CAB)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	20	FORD	F550
TV398 (2024 FORD F550 4X4 EXT CAB DRW)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
TV402 (202 FORD F550 4X4 CREW CAB DRW)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	FORD	F550
BED101 (READING DRW TV BED)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	24	READING	CLS132DRW1FA011401
BED102 (TRANSFER TV222A)	046 (FLTBD 2WD 1 AXLE 1.5-2T)			
BED103 (READING BED 11' W/ RACK TV398)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	25	READING	CLS132DRW1FA011407
BED104 (CM TRK 11'4"X97" FLAT BED)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	25	CM TRUCK BODIES	RD-04978434SD
BED105 (CM TRK 11'4"X97" FLAT BED)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	25	CM TRUCK BODIES	RD-04978434SD
BED106 (CM TRK 11'4"X97" FLAT BED)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	25	CM TRUCK BODIES	RD-04978434SD
BED107 (2025 READING BED)	046 (FLTBD 2WD 1 AXLE 1.5-2T)	25	READING	CLS132DRW1FA011407
D144 (2020 FORD F550 DUMP TRK)	047 (FLTBD 2WD 1 AXLE 1.5-2T -HOIST)	20	FORD	F550
D148 (2020 FORD F550 DUMP TRK)	047 (FLTBD 2WD 1 AXLE 1.5-2T -HOIST)	20	FORD	F550
D153R (2021 FORD F550 DUMP TRK)	047 (FLTBD 2WD 1 AXLE 1.5-2T -HOIST)	21	FORD	F550
D163R (2021 FORD F550 DUMP TRK)	047 (FLTBD 2WD 1 AXLE 1.5-2T -HOIST)	21	FORD	F550
D164R (2024 FORD F550 DUMP TRK)	047 (FLTBD 2WD 1 AXLE 1.5-2T -HOIST)	24	FORD	F550
D165R (2024 RAM 5500 DUMP BED)	047 (FLTBD 2WD 1 AXLE 1.5-2T -HOIST)	24	RAM	5500 4X4
FB190 (2007 FHL M2 20' FLATBED TRK)	050 (FLTBD 2WD 2 AXLE > 2T)	7	FREIGHTLINER M2-112	3AXLE 20' FLTBED
FB238 (2016 PETERBILT TANDEM AXLE)	050 (FLTBD 2WD 2 AXLE > 2T)	16	PETERBILT	567
FB260 (2019 FHL M2112)	050 (FLTBD 2WD 2 AXLE > 2T)	19	FREIGHTLINER	M2 112
FB261 (2019 FHL M2112)	050 (FLTBD 2WD 2 AXLE > 2T)	19	FREIGHTLINER	M2 112
FB262 (2019 FHL M2112 FLAT BED)	050 (FLTBD 2WD 2 AXLE > 2T)	19	FREIGHTLINER	M2 112
FB316 (2020 KW FLAT BED)	050 (FLTBD 2WD 2 AXLE > 2T)	20	KENWORTH	T370
FB317 (2019 KW FLAT BED)	050 (FLTBD 2WD 2 AXLE > 2T)	19	KENWORTH	T370
FB349 (2007 FHL M2 20' FLATBED TRK)	050 (FLTBD 2WD 2 AXLE > 2T)	7	FREIGHTLINER M2-112	3AXLE 20' FLTBED
FB350 (2007 FHL FLATBED TRK)	050 (FLTBD 2WD 2 AXLE > 2T)	7	FREIGHTLINER M2	3AXLE 20' FLTBED
FB351 (2007 FHL M2 20' FLATBED TRK)	050 (FLTBD 2WD 2 AXLE > 2T)	7	FREIGHTLINER	M2-112 3AXLE 20' FB
FB353 (2013 KW T370 FLATBED TRUCK)	050 (FLTBD 2WD 2 AXLE > 2T)	13	KENWORTH	T370
FB380 (2021 KW T370 FLATBED TRUCK)	050 (FLTBD 2WD 2 AXLE > 2T)	21	KENWORTH	T370
FB381 (2021 KW T370 FLATBED TRUCK)	050 (FLTBD 2WD 2 AXLE > 2T)	21	KENWORTH	T370
FB406 (2021 KW T370 FLATBED TRUCK)	050 (FLTBD 2WD 2 AXLE > 2T)	21	KENWORTH	T370
FB407 (2021 KW T370 TRK)	050 (FLTBD 2WD 2 AXLE > 2T)	21	KENWORTH	T370
FB409 (2023 RAM 5500 FLAT BED)	052 (FLTBD AWD 2 AXLE >2T)	23	RAM	5500
D121 (2000 FHL FL80 DUMP TRK)	061 (DUMP TRUCK 3-7 YDS)	0	FREIGHTLINER	FL80
D134 (2008 PTRB DUMP TRUCK)	061 (DUMP TRUCK 3-7 YDS)	8	PETERBILT	335 10'DUMP BED
D135 (2008 KW T370 DUMP TRK)	061 (DUMP TRUCK 3-7 YDS)	8	KENWORTH	T370
D137 (2010 PTRB 337 DUMP TRK)	061 (DUMP TRUCK 3-7 YDS)	10	PETERBILT	337
D138 (2010 PTRB 337 DUMP TRK)	061 (DUMP TRUCK 3-7 YDS)	10	PETERBILT	337
D139 (2019 KW DUMP TRK)	061 (DUMP TRUCK 3-7 YDS)	19	KENWORTH	T370
D140 (2019 KW DUMP TRK)	061 (DUMP TRUCK 3-7 YDS)	19	KENWORTH	T370
D141 (2019 KW DUMP TRK)	061 (DUMP TRUCK 3-7 YDS)	19	KENWORTH	T370
D142 (2019 KW DUMP TRK)	061 (DUMP TRUCK 3-7 YDS)	19	KENWORTH	T370
D143 (2019 KW DUMP TRK)	061 (DUMP TRUCK 3-7 YDS)	19	KENWORTH	T370
D159 (2022 PETERBILT DUMP TRUCK)	061 (DUMP TRUCK 3-7 YDS)	22	PETERBILT	337
D160 (2022 PETERBILT DUMP TRUCK)	061 (DUMP TRUCK 3-7 YDS)	22	PETERBILT	337
D155L (2020 FHL DUMP TRK)	061 (DUMP TRUCK 3-7 YDS)	20	FREIGHTLINER	DUMP M2-106
D156L (2020 FHL DUMP TRK)	061 (DUMP TRUCK 3-7 YDS)	20	FREIGHTLINER	DUMP M2-106
D119 (2000 FHL FLD120 DUMP)	062 (DUMP TRUCK 7-12 YDS)	0	FREIGHTLINER	FLD120
D120 (1999 FHL FLD112 DUMP)	062 (DUMP TRUCK 7-12 YDS)	99	FREIGHTLINER	FLD112
D128 (1972 AM GENERAL M817 DUMP TRK)	062 (DUMP TRUCK 7-12 YDS)	72	AMERICAN GENERAL	M817
D133 (2003 MACK TANDEM AXLE DUMP TRK	062 (DUMP TRUCK 7-12 YDS)	3	MACK	CV713 16' DUMP BODY
D136 (2003 STERLING LT9500 DUMP TRK)	062 (DUMP TRUCK 7-12 YDS)	3	STERLING	LT9500
D146 (2020 IHC DUMP TRUCK)	062 (DUMP TRUCK 7-12 YDS)	20	INTERNATIONAL	DUMP
D147 (2017 IHC DUMP TRUCK)	062 (DUMP TRUCK 7-12 YDS)	17	INTERNATIONAL	DUMP
D154 (1969 AM GENERAL DUMP TRK)	062 (DUMP TRUCK 7-12 YDS)	69	AMERICAN GENERAL	M817
D158 (2016 KW T880 DUMP TRK)	062 (DUMP TRUCK 7-12 YDS)	16	KENWORTH	T880
D161 (2009 KW T370 DUMP TRUCK)	062 (DUMP TRUCK 7-12 YDS)	9	KENWORTH	T370
D162 (2008 KW DUMP TRUCK)	062 (DUMP TRUCK 7-12 YDS)	7	KENWORTH	T300
D115L (2024 PETERBILT DUMP TRK)	062 (DUMP TRUCK 7-12 YDS)	24	PETERBILT	567
D149L (2024 PETERBILT DUMP TRK)	062 (DUMP TRUCK 7-12 YDS)	24	PETERBILT	587
RT127 (2020 KW T880 ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	20	KENWORTH	T880
RT128 (2020 KW T880 ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	20	KENWORTH	T880
RT129 (2020 KW T880 ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	20	KENWORTH	T880
RT130 (2020 KW T880 ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	20	KENWORTH	T880
RT139 (2020 KW T880 ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	20	KENWORTH	T880
RT140 (2020 KW T880 ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	20	KENWORTH	T880
RT141 (2024 KW T880 ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	20	KENWORTH	T880
RT157 (1999 FHL FLD112)	081 (5TH WHL TRK TRACTOR 2 AXLE)	99	FREIGHTLINER	FLD112
RT167 (2004 MACK 5TH WHL TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	4	MACK	CX613
RT168 (2004 FHL 5TH WH TRACTR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	4	FREIGHTLINER	FCL12064ST
RT169 (2004 FREIGHTLNR 5TH WHL TRCTR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	4	FREIGHTLINER	4ST /FCL12064
RT171 (2002 FHL 5TH WH TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	2	FREIGHTLINER	FLD112
RT172 (2002 FHL 5TH WH TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	2	FREIGHTLINER	FLD112
RT177 (2005 IHC 5TH WHL TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	5	INTERNATIONAL	9400
RT178 (2016 PTRB 5TH WHEEL RD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	16	PETERBILT	389
RT179 (2016 KW ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	16	KENWORTH	T880
RT180 (2016 KW ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	16	KENWORTH	T880
RT181 (2016 KW ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	16	KENWORTH	T880
RT182 (2016 KW ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	16	KENWORTH	T880
RT183 (2016 KW ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	16	KENWORTH	T880
RT184 (2016 PTRB ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	16	PETERBILT	579
RT185 (2016 PTRB ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	16	PETERBILT	579
RT186 (2016 PTRB ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	16	PETERBILT	579
RT187 (2015 KW ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	15	KENWORTH	T880
RT194 (2014 KW ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	14	KENWORTH	T880
RT195 (2016 KW ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	16	KENWORTH	T680
RT201 (2000 FHL 5TH WHEEL)	081 (5TH WHL TRK TRACTOR 2 AXLE)	0	FREIGHTLINER	FL120 SEMI
RT206 (1997 FHL ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	97	FREIGHTLINER	FLD120
RT210 (2016 KW T880 ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	15	KENWORTH	T880
RT211 (2016 PTRB 579 ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	16	PETERBILT	579
RT212 (2018 PTRB 579 ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	18	PETERBILT	579
RT213 (2023 KW T880 ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	23	KENWORTH	T880
RT214 (2023 KW T880 ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	23	KENWORTH	T880
RT216 (2024 KW T880 ROAD TRACTOR)	081 (5TH WHL TRK TRACTOR 2 AXLE)	24	KENWORTH	T880
D129 (1970 KAISER JEEP M817 DMP TRK)	082 (5TH WHL TRK TRACTOR ALL-WD)	70	KAISER JEEP	M817
RT154 (1971 AM GENERAL M818 5TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	71	AMERICAN GENERAL	M818
RT155 (1971 AM GENERAL M818 5TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	71	AMERICAN GENERAL	M818
RT159 (1970 KAISER 5TON SPLICE TRUCK)	082 (5TH WHL TRK TRACTOR ALL-WD)	70	KAISER JEEP	M818
RT160 (1970 KAISER JEEP 5TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	70	KAISER JEEP	M818
RT161 (1970 KAISER JEEP M818 RD 5TON)	082 (5TH WHL TRK TRACTOR ALL-WD)	70	KAISER JEEP	M818
RT162 (1970 KAISER JEEP M818 5TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	70	KAISER JEEP	M818
RT173 (1970 KAISER JEEP M818 5TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	70	KAISER JEEP	M818
RT174 (1984 AM GENERAL M818 5TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	84	AMERICAN GENERAL	M818
RT175 (1984 CON 5 TON ROAD TRACTOR)	082 (5TH WHL TRK TRACTOR ALL-WD)	84	CONTINENTAL	BRIDGE TRUCK
RT188 (1990 BMY M931A2 5TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	90	BMY/HARSCO	M931A2
RT189 (1986 BMY M931A2 5TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	86	BMY/HARSCO	M931A2
RT190 (1990 BMY M931A2 5 TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	90	BMY/HARSCO	M931A2
RT191 (1991 BMY M931A2 5TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	91	BMY/HARSCO	M931A2
RT192 (1991 BMY M931A2 5TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	91	BMY/HARSCO	M931A2
RT193 (1991 BMY M931A2 5TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	91	BMY/HARSCO	M931A2
RT196 (1989 BMY MILITARY 5 TON)	082 (5TH WHL TRK TRACTOR ALL-WD)	89	BMY	MILITARY
RT197 (1990 BMY M923A2 5TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	90	BMY	M923A2
RT198 (1991 BMY MILITARY 5 TON)	082 (5TH WHL TRK TRACTOR ALL-WD)	91	BMY	MILITARY
RT199 (1991 BMY MILITARY 5 TON)	082 (5TH WHL TRK TRACTOR ALL-WD)	91	BMY	MILITARY
RT202 (1983 AM GENERAL M818 5TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	83	AMERICAN GENERAL	PARTS/ NOT DRIVEABLE
RT203 (1971 AM GENERAL M818 5 TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	71	AMERICAN GENERAL	M818
RT208 (1991 BMY M923A2 5 TON 6X6)	082 (5TH WHL TRK TRACTOR ALL-WD)	91	BMY	M923A2

ET475 (RES TRAILER FOR PP133)	406 (TRAILER - EQUIPMENT 6-17999LB)	93	VERMEER	
ET476 (TW TRAILER FOR PP134)	406 (TRAILER - EQUIPMENT 6-17999LB)			
PW107 (HY FLO PRESSURE WASHER)	406 (TRAILER - EQUIPMENT 6-17999LB)		HY-FLO	4355H
PW108 (HY FLO PRESSURE WASHER)	406 (TRAILER - EQUIPMENT 6-17999LB)	21	HY-FLO	4355H
PW109 (HY FLO PRESSURE WASHER)	406 (TRAILER - EQUIPMENT 6-17999LB)	20	HY-FLO	4355H
ET464R (2024 TOWMASTER 16K DECK OVER)	406 (TRAILER - EQUIPMENT 6-17999LB)	24	TOWMASTER	TC-16LP
ET473R (2022 CORNELIUS EQ TRLR 18')	406 (TRAILER - EQUIPMENT 6-17999LB)	22	CORNELIUS	UT-18H
ET151 (1995 BELSHE MODEL DT235-EP FLA)	407 (TRAILER - EQUIPMENT 18-25999LB	95	BELSHE	DT235 / 30FT
ET171 (2005 BELSHE DECK OVER BACKHOE)	407 (TRAILER - EQUIPMENT 18-25999LB	5	BELSHE	DECK OVER
ET196 (2009 BELSHE DT256 TRLR)	407 (TRAILER - EQUIPMENT 18-25999LB	9	BELSHE	DT256-2AP
ET198 (1996 TRAIL KING TRAILER)	407 (TRAILER - EQUIPMENT 18-25999LB	96	TRAIL-KING	24 FT
ET220 (1992 CZEN DECKOVER TANDEM TRLR	407 (TRAILER - EQUIPMENT 18-25999LB	92	CZEN	TANDEM DUAL WHEEL
ET307 (1995 CONTRAIL EQUIPMENT TRLR)	407 (TRAILER - EQUIPMENT 18-25999LB	95	CONTRAIL	C-20
ET311 (2000 EQUIPMENT TRAILER)	407 (TRAILER - EQUIPMENT 18-25999LB	0	CONTRAIL	C-20
ET312 (2000 CONTRAIL EQUIPMENT TRLR)	407 (TRAILER - EQUIPMENT 18-25999LB	0	CONTRAIL	C-24
ET315 (1995 EQUIPMENT TRAILER)	407 (TRAILER - EQUIPMENT 18-25999LB	95	INTERSTATE	18DT 20FT
ET425 (2021 FELLING FT-24 TRAILER)	407 (TRAILER - EQUIPMENT 18-25999LB	21	FELLING	FT-24
ET437 (2020 FELLING FT-24 TRAILER)	407 (TRAILER - EQUIPMENT 18-25999LB	20	FELLING	FT-24
ET438 (2020 FELLING FT-24 TRAILER)	407 (TRAILER - EQUIPMENT 18-25999LB	20	FELLING	FT-24
ET137L (2024 FELLING DRILL TRAILER)	407 (TRAILER - EQUIPMENT 18-25999LB	24	FELLING	FT-24 I DS
ET270L (2021 BROOKS BROTHERS TRAILER)	407 (TRAILER - EQUIPMENT 18-25999LB	21	BROOKS BROTHERS	OW162-15KA
ET462L (2024 FELLING DRILL TRLR PP112L)	407 (TRAILER - EQUIPMENT 18-25999LB	24	FELLING	FT-24
MD123A (TRAILER FOR MD123)	407 (TRAILER - EQUIPMENT 18-25999LB	19	ALTEC	
MD124A (TRAILER FOR MD124)	407 (TRAILER - EQUIPMENT 18-25999LB			
MD129A (TRAILER FOR MD129)	407 (TRAILER - EQUIPMENT 18-25999LB			
MD130A (TRAILER FOR MD130)	407 (TRAILER - EQUIPMENT 18-25999LB			
ET116 (2023 BEHNKE 40K TRAILER)	408 (TRAILER - EQUIPMENT 26-69999LB	23	BEHNKE	FOR PP135
ET293 (2023 BEHNKE TRAILER)	408 (TRAILER - EQUIPMENT 26-69999LB	23	BEHNKE	DECK OVER
ET318 (2006 TRAIL-EZE)	408 (TRAILER - EQUIPMENT 26-69999LB	6	TRAIL-EZE	TE401
ET319 (2006 TRAIL-EZE TRAILER)	408 (TRAILER - EQUIPMENT 26-69999LB	6	TRAIL-EZE	TE401 TILT DECK
ET424 (2021 FELLING FT-45 TRAILER)	408 (TRAILER - EQUIPMENT 26-69999LB	21	FELLING	FT-45
ET436 (2023 FELLING DECK OVER 28" 9")	408 (TRAILER - EQUIPMENT 26-69999LB	23	FELLING	FT-45 2 LP
ET149L (2024 BEHNKE DRILL TRAILER)	408 (TRAILER - EQUIPMENT 26-69999LB	24	BEHNKE	CBCT2124EBTR
ET106 (2024 FONTAINE 48' EXTENDABLE)	409 (TRAILER - EQUIPMENT >70000LB)	24	FONTAINE	XCA48880SSXT
ET107 (2024 FONTAINE 48' EXTENDABLE)	409 (TRAILER - EQUIPMENT >70000LB)	24	FONTAINE	XCA4880SSXT
ET108 (2024 FONTAINE 48' EXTENDABLE)	409 (TRAILER - EQUIPMENT >70000LB)	24	FONTAINE	XCA4880SSXT
ET111 (2024 FONTAINE 48' EXTENDABLE)	409 (TRAILER - EQUIPMENT >70000LB)	24	FONTAINE	XCA4880SSXT
ET112 (2024 FONTAINE 48' EXTENDABLE)	409 (TRAILER - EQUIPMENT >70000LB)	24	FONTAINE	XCA4880SSXT
ET158 (2000 TRAILEZE MODEL FG35H24 H)	409 (TRAILER - EQUIPMENT >70000LB)	0	TRAIL-EZE	FG35H24 48FT
ET182 (2007 PITTS 45' LOW BOY TRAILER)	409 (TRAILER - EQUIPMENT >70000LB)	7	PITTS	LB52-38CS
ET205 (2006 FONTAINE 45' FLATBED TRLR)	409 (TRAILER - EQUIPMENT >70000LB)	7	FONTAINE	45' FLATBED
ET216 (2013 XL SPECIALIZED HDG110 TRL)	409 (TRAILER - EQUIPMENT >70000LB)	13	XL-SPECIALIZED TRLRS	XL110HDG / 53FT
ET218 (2013 DORSEY EXTENDABLE TRAILER)	409 (TRAILER - EQUIPMENT >70000LB)	13	DORSEY	EF48 48'-80' EXTENDA
ET225 (2004 TRANSCRAFT FLT BED TRL)	409 (TRAILER - EQUIPMENT >70000LB)	4	TRANSCRAFT EAGLE	48X102
ET226 (2004 TRANSCRAFT FLT BED TRL)	409 (TRAILER - EQUIPMENT >70000LB)	4	TRANSCRAFT EAGLE	48X102
ET241 (2017 LOAD KING 554SS SF TRL)	409 (TRAILER - EQUIPMENT >70000LB)	17	LOAD KING	554 SS SF
ET254 (2021 DORSEY 48' EXTENDABLE TRL)	409 (TRAILER - EQUIPMENT >70000LB)	22	DORSEY	EF48
ET255 (2021 DORSEY 48' EXTENDABLE TRL)	409 (TRAILER - EQUIPMENT >70000LB)	22	DORSEY	EF48
ET274 (2022 DORSEY 48' EXTENDABLE TRL)	409 (TRAILER - EQUIPMENT >70000LB)	22	DORSEY	EF4848
ET275 (2022 DORSEY 48' EXTENDABLE TRL)	409 (TRAILER - EQUIPMENT >70000LB)	22	DORSEY	EF48
ET276 (2022 DORESY 48' EXTENDABLE TRL)	409 (TRAILER - EQUIPMENT >70000LB)	22	DORSEY	EF48
ET286 (2022 FELLING LOWBOY TRAILER)	409 (TRAILER - EQUIPMENT >70000LB)	22	FELLING	XF-110-3 HDG-L
ET288 (2022 DORSEY 48' EXTENDABLE)	409 (TRAILER - EQUIPMENT >70000LB)	22	DORSEY	EF48
ET289 (2022 DORESY 48' EXTENDABLE)	409 (TRAILER - EQUIPMENT >70000LB)	22	DORSEY	EF48
ET290 (2022 DORESY 48' EXTENDABLE)	409 (TRAILER - EQUIPMENT >70000LB)	22	DORSEY	EF48
ET291 (2022 DORSEY 48' EXTENDABLE)	409 (TRAILER - EQUIPMENT >70000LB)	22	DORSEY	EF48
ET302 (2009 FONTAINE FLTBD EXT TRLR)	409 (TRAILER - EQUIPMENT >70000LB)	9	FONTAINE	EXTENDABLE
ET320 (2022 DORSEY 48' TRAILER)	409 (TRAILER - EQUIPMENT >70000LB)	22	DORSEY	EF48
ET353 (2016 XL SPECIALIZED HDG110 TRL)	409 (TRAILER - EQUIPMENT >70000LB)	16	XL-SPECIALIZED TRLRS	XL110HDG
ET354 (2017 XL SPECIALIZED HDG110 TRL)	409 (TRAILER - EQUIPMENT >70000LB)	17	XL-SPECIALIZED TRLRS	XL110HDG
ET370 (2019 XL SPECIALIZED HDG80 TRL)	409 (TRAILER - EQUIPMENT >70000LB)	19	XL-SPECIALIZED TRLRS	XL80HGD
ET373 (2020 XL SPECIALIZED HDG110 TRL)	409 (TRAILER - EQUIPMENT >70000LB)	19	XL-SPECIALIZED TRLRS	XL110HDG
ET374 (2018 LOAD KING LOW BOY TRLR)	409 (TRAILER - EQUIPMENT >70000LB)	18	LOAD KING	503/554 SS SF
ET385 (2020 DORSEY 48' EXTENDABLE TRL)	409 (TRAILER - EQUIPMENT >70000LB)	20	DORSEY	EF48
ET386 (2020 DORSEY 48' EXTENDABLE TRL)	409 (TRAILER - EQUIPMENT >70000LB)	20	DORSEY	EF48
ET387 (2020 DORSEY 48' EXTENDABLE TRL)	409 (TRAILER - EQUIPMENT >70000LB)	20	DORSEY	EF48
ET388 (2020 DORSEY 48' EXTENDABLE TRL)	409 (TRAILER - EQUIPMENT >70000LB)	20	DORSEY	EF48
ET397 (2020 XL SPECIALIZED HDG110 TRL)	409 (TRAILER - EQUIPMENT >70000LB)	20	XL-SPECIALIZED TRLRS	XL110HDG
ET398 (2021 ALPHA LOW BOY TRAILER)	409 (TRAILER - EQUIPMENT >70000LB)	21	ALPHA	A110HDG/SF 53FT
ET430 (2017 LOAD KING LOWBOY TRLR)	409 (TRAILER - EQUIPMENT >70000LB)	17	LOAD KING	503/554 SS SF 52' 6"
ET450 (2024 FONTAINE 48' EXTENDABLE)	409 (TRAILER - EQUIPMENT >70000LB)	24	FONTAINE	XCA4880SSXT
ET451 (2024 FONTAINE 48' EXTENDABLE)	409 (TRAILER - EQUIPMENT >70000LB)	24	FONTAINE	XCA4880SSXT
ET452 (2024 FONTAINE 48' EXTENDABLE)	409 (TRAILER - EQUIPMENT >70000LB)	25	FONTAINE	XCA4880SSXT
ET458 (2025 FONTAINE EXTENDABLE FLOAT)	409 (TRAILER - EQUIPMENT >70000LB)	25	FONTAINE	4880SS
ET459 (2025 FONTAINE EXTENDABLE FLOAT)	409 (TRAILER - EQUIPMENT >70000LB)	25	FONTAINE	4880SS
ET500 (2025 LANDOLL ROLLBACK TRAILER)	409 (TRAILER - EQUIPMENT >70000LB)	25	LANDOLL	440B-53
ET501 (2026 XL LDH 55Ton LOWBOY)	409 (TRAILER - EQUIPMENT >70000LB)	26	XL SPECIALIZED	110 HDG
ET502 (2026 XL LDH 55Ton LOWBOY)	409 (TRAILER - EQUIPMENT >70000LB)	26	XL SPECIALIZED	110 HDG
ET503 (2026 XL LDH 55Ton LOWBOY)	409 (TRAILER - EQUIPMENT >70000LB)	26	XL SPECIALIZED	110 HDG
TP105 (RES BROOKS BROTHERS POLE TRLR)	409 (TRAILER - EQUIPMENT >70000LB)	20	BROOKSBROTHERS	PTBS-55/83
TP195 (2019 BROOKS BROTHERS POLE TRAI)	409 (TRAILER - EQUIPMENT >70000LB)	19	BROOKS BROTHERS	PTBS55/83
ET202A (2014 DYNAWELD FLIP AXLE)	409 (TRAILER - EQUIPMENT >70000LB)	14	DYNAWELD	FLIP AXLE
ET216A (2013 SUPERIOR STINGER FOR TRLR)	409 (TRAILER - EQUIPMENT >70000LB)	13	SUPERIOR	
ET241A (2017 LOAD KING 4TH FLIP AXLE)	409 (TRAILER - EQUIPMENT >70000LB)	17	LOADKING	FL201
ET501A (2026 XL SPECIALIZED FLIP AXLE)	409 (TRAILER - EQUIPMENT >70000LB)	26	XL SPECIALIZED	XL FLIP
TP129 (2005 BROOKS BROTHERS POLE TRLR)	410 (TRAILER - MT'L POLE 1 AXLE)	5	BROOKS BROTHERS	PTB111A
TP130 (2005 BROOKS BROTHERS POLE TRAI)	410 (TRAILER - MT'L POLE 1 AXLE)	5	BROOKS BROTHERS	PTB111A
TP131 (2005 BROOKS BROTHERS POLE TRAI)	410 (TRAILER - MT'L POLE 1 AXLE)	5	BROOKS BROTHERS	PTB111A
TP180 (2003 POLE TRAILER)	410 (TRAILER - MT'L POLE 1 AXLE)	3	HOMEMADE	TRLR
TP190 (2001 POLE TRAILER)	410 (TRAILER - MT'L POLE 1 AXLE)	1	HOMEMADE	SINGLE AXLE
SD102 (SHOP MADE 5TH WHEEL DOLLIE TAN	411 (TRAILER - MAT'L POLE 2 AXLE)		HOMEMADE	
TP112 (1965 BARNE 45' POLE TRAILER TA)	411 (TRAILER - MAT'L POLE 2 AXLE)	65	BARNE	45'
TP118 (1972 LELAND POLE TRAILER EXTEN)	411 (TRAILER - MAT'L POLE 2 AXLE)	72	LELAND	TRLR
TP124 (1991 KIEFER POLE TRAILER 28' E)	411 (TRAILER - MAT'L POLE 2 AXLE)	91	KIEFER	28'
TP125 (1995 KIEFER POLE TRAILER 28')	411 (TRAILER - MAT'L POLE 2 AXLE)	95	KIEFER	28'
TP127 (1980 KIEFER BUILT POLE TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	80	KIEFER	6 FT POLE TRAILER
TU117 (2007 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	7	BROOKS BROTHERS	PT92-6KXL
TU118 (2007 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	7	BROOKS BROTHERS	PT92-6KXL
TU119 (2007 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	7	BROOKS BROTHERS	PT92-6KXL
TU120 (2007 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	7	BROOKS BROTHERS	PT92-6KXL
TU121 (2007 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	7	BROOKS BROTHERS	PT92-6KXL
TU122 (2008 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	8	BROOKS BROTHERS	PT92-6KXL
TU123 (2008 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	8	BROOKS BROTHERS	PT92-6KXL
TU124 (2008 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	8	BROOKS BROTHERS	PT92-6KXL
TU125 (2008 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	8	BROOKS BROTHERS	PT92-6KXL / 20FT
TU126 (2008 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	8	BROOKS BROTHERS	PT92-6KXL
TU127 (2022 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	22	BROOKS BROTHERS	PT92-7KE
TU128 (2022 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	22	BROOKS BROTHERS	PT92-7KE
TU129 (2022 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	22	BROOKS BROTHERS	PT92-7KE
TU130 (2022 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	22	BROOKS BROTHERS	UTILITY
TU131 (2022 POLE / UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	22	BROOKS BROTHERS	PT92-7KE
TU132 (2022 POLE / UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	22	BROOKS BROTHERS	PT92-7KE
TU133 (2022 POLE / UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	22	BROOKS BROTHERS	PT92-7KE
TU134 (2022 POLE / UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	22	BROOKS BROTHERS	PT92-7KE
TU135 (2022 POLE / UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	22	BROOKS BROTHERS	PT92-7KE
TU136 (2022 POLE / UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	22	BROOKS BROTHERS	PT92-7KE
TU137 (2022 POLE / UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	22	BROOKS BROTHERS	PT92-7KE
TU138 (2022 POLE / UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	22	BROOKS BROTHERS	PT92-7KE
TU139 (2022 POLE / UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	22	BROOKS BROTHERS	PT92-7KE
TU140 (2022 POLE / UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	22	BROOKS BROTHERS	PT92-7KE
TU150 (2005 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	5	BUTLER	BP-600-S

RT209 (1991 BMY MILITARY 5 TON)	082 (5TH WHL TRK TRACTOR ALL-WD)	91	BMY	BURNNED
RT207 (2016 PTRB GRAPPLE ROAD TRACTOR	083 (5TH WHL TRK TRACT 2 AXLE-CRANI	16	PETERBILT	567
RT215 (2025 KW GRAPPLE)	083 (5TH WHL TRK TRACT 2 AXLE-CRANI	25	KENWORTH	T880
RT121L (2024 KW GRAPPLE TRACTOR)	083 (5TH WHL TRK TRACT 2 AXLE-CRANI	25	KENWORTH	T880 / OLYMPIC 14T
RT122L (2024 KW GRAPPLE)	083 (5TH WHL TRK TRACT 2 AXLE-CRANI	25	KENWORTH	T880 / OLYMPIC 14T
RT123L (2025 KW T-880 GRAPPLE TRK)	083 (5TH WHL TRK TRACT 2 AXLE-CRANI	25	KENWORTH	T880 / OLYMPIC 14T
BT271R (2020 PTRB AC18-70B BOOM TRK)	091 (TRUCK MTD CRANE 18-31 TON)	20	PETERBILT	AC18-70B
BT285R (2020 PTRB AC18-70B BOOM TRK)	091 (TRUCK MTD CRANE 18-31 TON)	20	PETERBILT	AC18-70B
BT261 (2019 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	19	PETERBILT	AC40-152S
BT263 (2019 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	19	PETERBILT	AC40-152S
BT264 (2019 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	19	PETERBILT	AC40-152S
BT266 (2018 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	18	PETERBILT	AC40-152S
BT269 (2020 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	20	PETERBILT	AC40-152S
BT270 (2020 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	20	PETERBILT	AC40-152S
BT272 (2019 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	19	PETERBILT	AC40-152S
BT274 (2015 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	15	PETERBILT	AC40-152S
BT275 (2019 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	19	PETERBILT	AC40-152S
BT276 (2019 PTRB AC45-127S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	19	PETERBILT	AC45-127S
BT277 (2015 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	15	PETERBILT	AC40-152S
BT278 (2020 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	20	PETERBILT	AC40-152S
BT111R (LINKBELT 100RT)	093 (TRUCK MTD CRANE >40 TON)		LINKBELT	100RT
BT112R (2026 PTRB AC40E BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	26	PETERBILT	567 AC40E-152S
BT122L (2020 KW AC45-127S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	20	KENWORTH	T880 AC45-127S
BT128L (2020 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	20	PETERBILT	AC40-152S
BT226L (2016 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	16	PETERBILT	AC40-152S
BT265L (2019 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	19	PETERBILT	AC40-152S
BT279L (2016 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	16	PETERBILT	AC40-152S
BT280L (2019 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	19	PETERBILT	AC40-152S
BT283L (2021 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	21	PETERBILT	AC40-152S
BT287L (2020 KW AC45-127S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	20	KENWORTH	AC45-127S
BT288L (2021 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	21	PETERBILT	AC40-152S
BT291L (2016 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	16	PETERBILT	AC40-152S
BT293L (2022 PTRB AC40E-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	22	PETERBILT	AC40E-152S
BT295L (2019 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	19	PETERBILT	AC40-152S
BT296L (2022 PTRB AC40E-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	22	PETERBILT	AC40E-152S
BT297L (2019 KW AC45-127S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	19	KENWORTH	AC145-127S
BT298L (2019 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	19	PETERBILT	AC40-152S
BT301L (2022 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	22	PETERBILT	AC40-152S
BT303L (2023 PTRB AC40E-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	23	PETERBILT	AC40E-152S
BT304L (2021 PTRB AC40-152S BOOM TRK)	093 (TRUCK MTD CRANE >40 TON)	21	PETERBILT	AC40-152S
BT113R (2024 PTRB GRAPPLE TRK)	098 (KNUCKLE BOOM CRANE TRK MTD)	24	PETERBILT	567
ML100 (MX-19 MANLIFT WAS ML-95)	110 (SCISSOR LIFT/PLATFORM)			
ML122R (GENIE 45' BOOM LIFT)	111 (TELESCOPIC AERIAL LIFTS <=45')		GENIE	S45D4
ML165R (GENIE 45' BOOM LIFT)	111 (TELESCOPIC AERIAL LIFTS <=45')	22	GENIE	S45XCD4
ML190R (GENIE 45' BOOM LIFT)	111 (TELESCOPIC AERIAL LIFTS <=45')	21	GENIE	Z45XCJD4
ML365R (GENIE ARTIC 45' BOOM LIFT)	111 (TELESCOPIC AERIAL LIFTS <=45')	19	GENIE	Z45XCJD4
ML411R (JLG 34' ARTICULATING BOOM)	111 (TELESCOPIC AERIAL LIFTS <=45')	25	JLG	340AJ ZTR
ML421R (Genie Z-34 BOOM LIFT)	111 (TELESCOPIC AERIAL LIFTS <=45')	22	GENIE	Z34/22D4
ML422R (GENIE 45' STRAIGHT BOOM LIFT)	111 (TELESCOPIC AERIAL LIFTS <=45')	19	GENIE	S45G4W
ML423R (45' BOOM LIFT)	111 (TELESCOPIC AERIAL LIFTS <=45')	25	GENIE	S45XCD4
ML123R (2020 GENIE 65' BOOM)	112 (TELESCOPIC AERIAL LIFTS 46-65')	20	GENIE	S65XCD4W
ML145R (GENIE 65' BOOM)	112 (TELESCOPIC AERIAL LIFTS 46-65')		GENIE	S65D4W
ML148R (GENIE 65' XC BOOM)	112 (TELESCOPIC AERIAL LIFTS 46-65')		GENIE	S65XCD4W
ML187R (GENIE 65' BOOM LIFT)	112 (TELESCOPIC AERIAL LIFTS 46-65')	23	GENIE	S65XCD4
ML195R (GENIE 65' BOOM LIFT)	112 (TELESCOPIC AERIAL LIFTS 46-65')	22	GENIE	S65XCD4W
ML196R (GENIE 65' BOOM LIFT)	112 (TELESCOPIC AERIAL LIFTS 46-65')	21	GENIE	S65XCD4W
ML201R (GENIE 65' BOOM LIFT)	112 (TELESCOPIC AERIAL LIFTS 46-65')	22	GENIE	S65XCD4W
ML412R (JLG 46' TELESCOPIC LIFT)	112 (TELESCOPIC AERIAL LIFTS 46-65')	25	JLG	460SJ
ML413R (JLG 46' TELESCOPIC LIFT)	112 (TELESCOPIC AERIAL LIFTS 46-65')	25	JLG	460SJ
ML415R (GENIE 65' BOOM LIFT)	112 (TELESCOPIC AERIAL LIFTS 46-65')	25	GENIE	S65XCD4W
ML416R (GENIE 65' BOOM LIFT)	112 (TELESCOPIC AERIAL LIFTS 46-65')	25	GENIE	S65XCD4W
ML420R (65' STRAIGHT BOOM LIFT)	112 (TELESCOPIC AERIAL LIFTS 46-65')	20	GENIE	S65XCD4W
ML424R (GENNIE 65' STRAIGHT BOOM LIFT)	112 (TELESCOPIC AERIAL LIFTS 46-65')	25	GENNIE	S65XCD4W
ML425R (GENIE 65' STRAIGHT BOOM LIFT)	112 (TELESCOPIC AERIAL LIFTS 46-65')	21	GENIE	S65XCD4W
ML171R (GENIE 85' STRAIGHT BOOM LIFT)	113 (TELESCOPIC AERIAL LIFTS 66-85')	20	GENIE	S85XCD4W
L164 (2025 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	25	FREIGHTLINER	AA55
L165 (2024 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	24	FREIGHTLINER	AA55
L166 (2024 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	24	FREIGHTLINER	AA55
L177 (2024 FHL AM55 BUCKET TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	24	FREIGHTLINER	M2 AM55
L178 (2024 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	24	FREIGHTLINER	M2 AA55
L189 (2024 IHC AA55 BUCKET TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	24	INTERNATIONAL	MV607 AA55
L494 (2017 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	17	FREIGHTLINER	AA55 M2-106
L498 (2018 IHC AA755 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	18	INTERNATIONAL 7300	AA755-MH
L506 (2018 IHC AA55-MH BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	18	INTERNATIONAL 4300	AA55-MH
L507 (2018 IHC AA55-MH BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	18	INTERNATIONAL 4300	AA55-MH
L526 (2018 FHL AA55-MH BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	18	FREIGHTLINER M2-106	AA55-MH
L529 (2017 FHL AA55-MH BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	17	FREIGHTLINER M2-106	AA55-MH
L562 (2019 IHC AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	19	INTERNATIONAL 4300	AA55
L567 (2019 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	19	FREIGHTLINER M2-106	AA55
L569 (2019 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	19	FREIGHTLINER M2-106	AA55
L570 (2019 IHC AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	19	INTERNATIONAL MV-60	AA55
L574 (2019 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	19	FREIGHTLINER M2-106	AA55
L579 (2020 IHC AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	20	INTERNATIONAL	AA55
L580 (2020 IHC AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	20	INTERNATIONAL	AA55
L581 (2020 IHC AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	20	INTERNATIONAL	AA55
L582 (2020 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	20	FREIGHTLINER	AA55
L583 (2020 IHC AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	20	INTERNATIONAL	AA55
L598 (2020 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	20	FREIGHTLINER	AA55
L608 (2020 IHC AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	20	INTERNATIONAL	AA55
L141R (2025 FHL AA55 BUCKET TRUCK)	115 (BUCKET TRUCK 2WD 40-59' REACH	25	FREIGHTLINER	AA55
L142R (2026 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	26	FREIGHTLINER	M2-106 AA55
L143R (2026 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	26	FREIGHTLINER	M2-106 AA55
L144R (2025 FHL AA55 BUCKET TRUCK)	115 (BUCKET TRUCK 2WD 40-59' REACH	25	FREIGHTLINER	M2 AA55
L145R (2025 FHL AA55 BUCKET TRUCK)	115 (BUCKET TRUCK 2WD 40-59' REACH	25	FREIGHTLINER	M2 AA55
L146R (2026 FHL AA55 BUCKET TRUCK)	115 (BUCKET TRUCK 2WD 40-59' REACH	26	FREIGHTLINER	M2 AA55
L147R (2026 FHL AA55 BUCKET TRUCK)	115 (BUCKET TRUCK 2WD 40-59' REACH	26	FREIGHTLINER	M2 AA55
L148R (2025 FHL AA55 BUCKET TRUCK)	115 (BUCKET TRUCK 2WD 40-59' REACH	25	FREIGHTLINER	M2 AA55
L149R (2025 FHL AA55 BUCKET TRUCK)	115 (BUCKET TRUCK 2WD 40-59' REACH	25	FREIGHTLINER	M2 AA55
L151R (2025 IHC A55 BUCKET TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	25	INTERNATIONAL	MV607 AA55
L154R (2025 FHL M2 AA55 BUCKET TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	25	FREIGHTLINER	M2 AA55
L159R (2025 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	25	FREIGHTLINER	AA55
L161R (2025 IHC AA55 BUCKET TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	25	INTERNATIONAL	AA55
L169R (2023 FHL AA55 BUCKET TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	23	FREIGHTLINER	AA55
L170R (2023 FHL AM55 BUCKET TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	23	FREIGHTLINER	AM55
L453L (2014 IHC TA50 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	14	INTERNATIONAL	4300 / TA50
L600L (2020 IHC AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	20	INTERNATIONAL	AA55
L618L (2019 FORD F550 AT48M BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	19	FORD	AT48M
L645L (2021 IHC AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	21	INTERNATIONAL	AA55
L646R (2020 IHC AM55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	20	INTERNATIONAL	AM55
L647R (2020 FHL AM55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	20	FREIGHTLINER	AM55
L660R (2020 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	20	FREIGHTLINER	AA55
L675R (2020 FHL AM55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	20	FREIGHTLINER	AM55
L680L (2017 FHL TA60 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	17	FREIGHTLINER	TA60
L682L (2017 FHL TA60 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	17	FREIGHTLINER M2-106	TA-60
L690R (2022 IHC AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	22	INTERNATIONAL	AA55
L698R (2022 FORD F550 AT48M BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	22	FORD	AT48M
L699R (2022 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	22	FREIGHTLINER	AA55
L700R (2021 FORD F550 AT48M BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	21	FORD	AT48M
L723R (2023 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	23	FREIGHTLINER	AA55
L724L (2023 FHL TA60 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	23	FREIGHTLINER	M2-106
L725R (2022 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	22	FREIGHTLINER	AA55

TU151 (2006 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	6	BROOKS BROTHERS	PT92-6KXL
TU153 (2006 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	6	BROOKS BROTHERS	PT92-6KXL
TU154 (2006 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	6	BROOKS BROTHERS	PT92-6KXL
TU158 (2014 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	14	BROOKS BROTHERS	PT92-7KE
TU159 (2014 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	14	BROOKS BROTHERS	PT92-7KE
TU160 (2014 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	14	BROOKS BROTHERS	PT92-7KE
TU161 (2018 UTILITY TRAILER 22')	411 (TRAILER - MAT'L POLE 2 AXLE)	18	BROOKS BROTHERS	PT92-7KE
TU162 (2018 UTILITY TRAILER 22')	411 (TRAILER - MAT'L POLE 2 AXLE)	18	BROOKS BROTHERS	PT92-7KE
TU163 (2018 UTILITY TRAILER 15')	411 (TRAILER - MAT'L POLE 2 AXLE)	18	BROOKS BROTHERS	PT92-7KE
TU164 (2018 UTILITY TRAILER 22')	411 (TRAILER - MAT'L POLE 2 AXLE)	18	BROOKS BROTHERS	PT92-7KE
TU165 (2018 UTILITY TRAILER 21')	411 (TRAILER - MAT'L POLE 2 AXLE)	18	BROOKS BROTHERS	PT92-7KE
TU166 (2019 LOAD KING EXT 40' POLE TR)	411 (TRAILER - MAT'L POLE 2 AXLE)	19	LOAD KING	LK122PT
TU167 (2019 LOAD KING EXT 40' POLE TR)	411 (TRAILER - MAT'L POLE 2 AXLE)	19	LOAD KING	LK122PT
TU168 (2019 LOAD KING EXT 40' POLE TR)	411 (TRAILER - MAT'L POLE 2 AXLE)	19	LOAD KING	LK122PT
TU169 (2019 LOAD KING EXT 40'POLE TRL)	411 (TRAILER - MAT'L POLE 2 AXLE)	19	LOAD KING	LT122PT
TU170 (2019 LOAD KING EXT 40' POLE TR)	411 (TRAILER - MAT'L POLE 2 AXLE)	19	LOAD KING	LK122PT
TU171 (2020 UTILITY TRAILER 21')	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BROOKS BROTHERS	PT92-7KE
TU172 (2020 UTILITY TRAILER 21')	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BROOKS BROTHERS	PT92-7KE
TU173 (2020 UTILITY TRAILER 21')	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BROOKS BROTHERS	PT92-7KE
TU174 (2020 UTILITY TRAILER 21')	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BROOKS BROTHERS	PT92-7KE
TU175 (2020 UTILITY TRAILER 21')	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BROOKS BROTHERS	PT92-7KE
TU176L (2020 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BUTLER	BP1600S
TU177L (2020 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BUTLER	BP1600S
TU178L (2020 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BUTLER	BP1600S
TU179L (2020 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BUTLER	BP1600S
TU180L (2020 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BUTLER	BP1600S
TU181L (2020 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BUTLER	BP1600S
TU182L (2020 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BUTLER	BP1600S
TU183L (2020 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BUTLER	BP-1600S
TU184L (2020 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BUTLER	BP1600S
TU185L (2020 UTILITY TRAILER)	411 (TRAILER - MAT'L POLE 2 AXLE)	20	BUTLER	BP1600S
TJ138 (RES 26 DOOLITTLE 7x16 ENCL TRL)	412 (TRAILER - ENCLOSED CARGO)	26	DOOLITTLE	HD CARGO
TJ139 (2026 DOOLITTLE 7x16 ENCL TRL)	412 (TRAILER - ENCLOSED CARGO)	26	DOOLITTLE	HD CARGO
TJ140 (2026 DOOLITTLE 7x16 ENCL TRL)	412 (TRAILER - ENCLOSED CARGO)	26	DOOLITTLE	HD CARGO
TJ141 (2026 DOOLITTLE 7x16 ENCL TRL)	412 (TRAILER - ENCLOSED CARGO)	26	DOOLITTLE	HD CARGO
TJ142 (2026 DOOLITTLE 7x16 ENCL TRL)	412 (TRAILER - ENCLOSED CARGO)	26	DOOLITTLE	HD CARGO
TJ159 (2025 7X16 DOOLITTLE HD CARGO)	412 (TRAILER - ENCLOSED CARGO)	25	DOOLITTLE	CARGO HD
TJ160 (2025 7X16 DOOLITTLE HD CARGO)	412 (TRAILER - ENCLOSED CARGO)	25	DOOLITTLE	CARGO HD
TJ163 (2024 ENCLOSED TRAILER 16')	412 (TRAILER - ENCLOSED CARGO)	24	DOOLITTLE	CARGO 7X16
TJ164 (2024 ENCLOSED TRAILER 16')	412 (TRAILER - ENCLOSED CARGO)	24	DOOLITTLE	CARGO 7X16
TJ207 (2012 16'X6'8" ENCLOSED TRLR)	412 (TRAILER - ENCLOSED CARGO)	12	CARGO-MATE	12CM 16' X 6'8"
TJ208 (2014 CM 16' ENCLOSED TRAILER)	412 (TRAILER - ENCLOSED CARGO)	14	CM-TRAILER	49TCB
TJ214 (2017 DOOLITTLE 7'X16' ENCLD TR)	412 (TRAILER - ENCLOSED CARGO)	17	DOOLITTLE	12K ENCLOSED TRAILER
TJ215 (2018 DOOLITTLE 7'X16' ENCLD TR)	412 (TRAILER - ENCLOSED CARGO)	18	DOOLITTLE	7 X 16 PREMIER CARGO
TJ216 (2018 DOOLITTLE 7'X16' ENCLD TR)	412 (TRAILER - ENCLOSED CARGO)	18	DOOLITTLE	7'X16' ENCLOSED TRLR
TJ217 (2018 DOOLITTLE 7'X16' ENCLD TR)	412 (TRAILER - ENCLOSED CARGO)	18	DOOLITTLE	7'X16' ENCLOSED TRLR
TJ218 (2019 DOOLITTLE 8.5X24 ENC TR)	412 (TRAILER - ENCLOSED CARGO)	19	DOOLITTLE	8.5X24 PREMIER CARGC
TJ221 (2019 INTERSTATE 7'X16' ENCL TR)	412 (TRAILER - ENCLOSED CARGO)	19	INTERSTATE	14K ENCLOSED TRAILER
TJ223 (2019 DOOLITTLE 7'X16' ENCL TR)	412 (TRAILER - ENCLOSED CARGO)	19	DOOLITTLE	16K ENCLOSED TRAILER
TJ225 (2019 DOOLITTLE 6'X10' ENCL TR)	412 (TRAILER - ENCLOSED CARGO)	19	DOOLITTLE	6'X10' ENCLOSED TRLR
TJ226 (2019 DOOLITTLE 7'X16' ENCL TR)	412 (TRAILER - ENCLOSED CARGO)	19	DOOLITTLE	16K ENCLOSED TRAILER
TJ227 (2019 DOOLITTLE 7'X16' ENCL TR)	412 (TRAILER - ENCLOSED CARGO)	19	DOOLITTLE	16K ENCLOSED TRAILER
TJ228 (2019 DOOLITTLE 7'X16' ENCL TR)	412 (TRAILER - ENCLOSED CARGO)	19	DOOLITTLE	16K ENCLOSED TRAILER
TJ229 (2020 DOOLITTLE 8.5X16' ENCLD)	412 (TRAILER - ENCLOSED CARGO)	20	DOOLITTLE	8.5X16
TJ230 (2020 DOOLITTLE 8.5X20' ENCL TR)	412 (TRAILER - ENCLOSED CARGO)	20	DOOLITTLE	20K ENCLOSED TRAILER
TJ231 (2020 DOOLITTLE 8.5X20' ENCL TR)	412 (TRAILER - ENCLOSED CARGO)	20	DOOLITTLE	8.5X20'
TJ232 (2020 DOOLITTLE 8.5X16' ENCL TR)	412 (TRAILER - ENCLOSED CARGO)	20	DOOLITTLE	8.5X16
TJ233 (2020 DOOLITTLE 8.5X20' ENCL TR)	412 (TRAILER - ENCLOSED CARGO)	20	DOOLITTLE	8.5X20'
TJ234 (2021 DOOLITTLE 6'X10' ENCL TR)	412 (TRAILER - ENCLOSED CARGO)	21	DOOLITTLE	6'X10'
TJ235 (2021 DOOLITTLE 7'X16' ENCL TR)	412 (TRAILER - ENCLOSED CARGO)	21	DOOLITTLE	7 X 16 ENCLOSED TRLR
TJ236 (2021 DOOLITTLE 7'X16' ENCLD TR)	412 (TRAILER - ENCLOSED CARGO)	21	DOOLITTLE	7 X 16 ENCLOSED TRLR
TJ237 (2021 DOOLITTLE 7'X16' ENCLD TR)	412 (TRAILER - ENCLOSED CARGO)	21	DOOLITTLE	7 X 16 CARGO
TJ238 (2021 DOOLITTLE 7'X16' ENCLD TR)	412 (TRAILER - ENCLOSED CARGO)	21	DOOLITTLE	7 X 16 CARGO
TJ239 (2021 DOOLITTLE 7'X16' ENCLD TR)	412 (TRAILER - ENCLOSED CARGO)	21	DOOLITTLE	7 X 16 CARGO
TJ240 (2021 DOOLITTLE 7'X16' ENCLD TR)	412 (TRAILER - ENCLOSED CARGO)	21	DOOLITTLE	7 X 16 CARGO
TJ241 (2021 DOOLITTLE 8.5X20 CARGO TR)	412 (TRAILER - ENCLOSED CARGO)	21	DOOLITTLE	8.5X20
TJ242 (2021 INTERSTATE 7X16 ENCL)	412 (TRAILER - ENCLOSED CARGO)	21	INTERSTATE	7 X 16 CARGO TRAILER
TJ243 (2021 INTERSTATE 7X16 ENCL)	412 (TRAILER - ENCLOSED CARGO)	21	INTERSTATE	7 X 16
TJ244 (2021 INTERATATE 7X16 ENCL)	412 (TRAILER - ENCLOSED CARGO)	21	INTERSTATE	7 X 16
TJ245 (2022 DOOLITTLE 7X16 ENCL TRLR)	412 (TRAILER - ENCLOSED CARGO)	22	DOOLITTLE	7X16 ENCLOSED TRLR
TJ247 (21DOOLITTLE 7X16 ENCLOSED 7K)	412 (TRAILER - ENCLOSED CARGO)	21	DOOLITTLE	7X16 ENCLOSED TRLR
TJ249 (2022 DOOLITTLE 7X16 ENCLOSED)	412 (TRAILER - ENCLOSED CARGO)	22	DOOLITTLE	7X16 CARGO
TJ251 (2005 HAULMRK 10' ENCL SM TRLR)	412 (TRAILER - ENCLOSED CARGO)	5	HAULMARK	ENCLOSED 10'
TJ252 (2022 DOOLITTLE 7X16 ENCLOSED)	412 (TRAILER - ENCLOSED CARGO)	22	DOOLITTLE	7X16 CARGO
TJ254 (2022 DOOLITTLE 7X16 ENCLOSED)	412 (TRAILER - ENCLOSED CARGO)	22	DOOLITTLE	7X16 CARGO
TJ256 (2022 DOOLITTLE 7X16 ENCLOSED)	412 (TRAILER - ENCLOSED CARGO)	22	DOOLITTLE	7X16 CARGO
TJ258 (2022 DOOLITTLE 7X16 ENCLOSED)	412 (TRAILER - ENCLOSED CARGO)	22	DOOLITTLE	7X16 CARGO
TJ261 (DOOLITTLE 7X16 ENCLOSED TRLR)	412 (TRAILER - ENCLOSED CARGO)	22	DOOLITTLE	7X16 CARGO
TJ167 (1980 GREAT DANE INSULATED 48')	413 (TRAILER - VAN STORAGE)	80	GREAT-DANE	781TFP RED 48'STY/CT
TJ173 (1949 FREUHAUF TRL. WAS TJ-30)	413 (TRAILER - VAN STORAGE)	49	FRUHAUF	40' VAN
TJ180 (1973 TRAILMOBILE 45' VAN TRLR)	413 (TRAILER - VAN STORAGE)	73	TRAILMOBILE	45' VAN TRAILER
TJ185 (1976 FREUHAUF TRL. WAS TJ-51)	413 (TRAILER - VAN STORAGE)	76	FREUHAUF	48' VAN
TJ187 (1985 STRICK TRL. WAS TJ-53)	413 (TRAILER - VAN STORAGE)	85	STRICK	28' VAN TRL.
TJ190 (1995 KENTUCKY TRL. WAS TJ-61)	413 (TRAILER - VAN STORAGE)	95	KENTUCKY	53' VAN TRL.
TJ191 (1995 KENTUCKY TRL WAS TJ-62)	413 (TRAILER - VAN STORAGE)	95	KENTUCKY	53' VAN TRL.
TJ192 (1988 FREUHAUF TRL. WAS TJ-63)	413 (TRAILER - VAN STORAGE)	88	FRUHAUF	45' VAN TRL.
TJ195 (1980 HOBBS VAN TRL WAS TJ-66)	413 (TRAILER - VAN STORAGE)	80	HOBBS	40' VAN TRL.
TJ196 (1977 FREUHAUF TRL. WAS TJ-67)	413 (TRAILER - VAN STORAGE)	77	FRUHAUF	40' VAN TRAILER
TJ209 (2000 TRAILMOBILE 53' TRLR)	413 (TRAILER - VAN STORAGE)	0	TRAILMOBILE	53'
TJ210 (1997 DORS 53' TRAILER)	413 (TRAILER - VAN STORAGE)	97	DORSEY	53'
TJ211 (1998 GREATDANE 53' TRAILER)	413 (TRAILER - VAN STORAGE)	98	GREAT-DANE	53'
MO101 (OFFICE TRAILER/CONTAINER)	414 (TRAILER - OFFICE)		GENERIC	GENERIC
MO500 (OFFICE TRAILER)	414 (TRAILER - OFFICE)		GENERIC	GENERIC
WT103 (2023 SLABACH WHEELER REELER)	419 (TRAILER-REEL-HYD LIFT)	23	SLABACH	I-60
WT104 (2023 SLABACH WHEELER REELER)	419 (TRAILER-REEL-HYD LIFT)	23	SLABACH	I-60
WT133 (2005 K-DEE SELF LOADING REEL T)	419 (TRAILER-REEL-HYD LIFT)	5	K-DEE	6000
WT134 (2005 K-DEE SELF LOAD REEL TRLR)	419 (TRAILER-REEL-HYD LIFT)	5	K-DEE	REEL
WT135 (2005 K-DEE 1085 REEL TRL)	419 (TRAILER-REEL-HYD LIFT)	5	K-DEE	1085
WT145 (1997 SLABACH 60 HYD REEL TRLR)	419 (TRAILER-REEL-HYD LIFT)	97	SLABACH	60
WT146 (1998 SLABACH HYD REEL TRLR)	419 (TRAILER-REEL-HYD LIFT)	98	SLABACH	REEL
WT147 (2000 SLABACH I60SNGL REEL TRLR)	419 (TRAILER-REEL-HYD LIFT)	0	SLABACH	I60
WT157 (2023 SLABACH REEL TRLR)	419 (TRAILER-REEL-HYD LIFT)	23	SLABACH	I-MR110X2
WT188 (2000 SINGLE REEL WIRE TRAILER)	419 (TRAILER-REEL-HYD LIFT)	0	WHEELER-REELER	6FT
WT220 (2018 VERMEER SNGL WHL WIRE CAI	419 (TRAILER-REEL-HYD LIFT)	18	VERMEER	ROOSE RR185
WT221 (2019 SINGLE WHL WIRE CART)	419 (TRAILER-REEL-HYD LIFT)	19	VERMEER	ROOSE RR185
WT222 (2019 ROOSE SNGL WHL WIRE CART)	419 (TRAILER-REEL-HYD LIFT)	19	ROOSE	RR185
WT223 (2020 SINGLE WHEEL WIRE CART)	419 (TRAILER-REEL-HYD LIFT)	20	ROOSE	RR185
WT224 (2020 SINGLE WHEEL WIRE CART)	419 (TRAILER-REEL-HYD LIFT)	20	ROOSE	RR185
WT193R (SLABACH I-85 REEL TRAILER)	419 (TRAILER-REEL-HYD LIFT)	25	WAGNER-SMITH EQ	I-85
WT195R (SLABACH I-85 REEL TRAILER)	419 (TRAILER-REEL-HYD LIFT)	25	SLABACH	I-85
WT197R (SLABACH I-85 REEL TRAILER)	419 (TRAILER-REEL-HYD LIFT)	25	SLABACH	I-85
WT204R (SLABACH I-85 REEL TRAILER)	419 (TRAILER-REEL-HYD LIFT)	22	SLABACH	I-85
WT212R (SLABACH I-85 REEL TRAILER)	419 (TRAILER-REEL-HYD LIFT)	25	SLABACH	I-85
WT120 (1948 SHOP BUILT TRLR)	420 (TRAILER - SINGLE REEL)	48	MART	TRLR
WT194 (1998 SINGLE REEL TRAILER)	420 (TRAILER - SINGLE REEL)	98	HOMEMADE	8FT
WT196 (1999 SINGLE REEL WIRE TRAILER)	420 (TRAILER - SINGLE REEL)	99	HOMEMADE	8FT
WT198 (2001 SINGLE REEL WIRE TRAILER)	420 (TRAILER - SINGLE REEL)	1	HOMEMADE	REEL
WT203 (1995 2-REEL WIRE TRAILER)	420 (TRAILER - SINGLE REEL)	95	HOMEMADE	REEL
WT137 (2009 TRANSCRAFT DUAL REEL TRL)	421 (TRAILER - DUAL REEL)	9	TRANSCRAFT	DTL-2100 F2 WIRE BOA
WT138 (2009 TRANSCRAFT DUAL REEL TRL)	421 (TRAILER - DUAL REEL)	9	TRANSCRAFT	DTL-2100 F2 WIRE BOA
WT139 (2009 TRANSCRAFT DUAL REEL TRL)	421 (TRAILER - DUAL REEL)	9	TRANSCRAFT	DTL-2100 F2 WIRE BOA

L726R (2023 FHL AA55 BKT TRK)	115 (BUCKET TRUCK 2WD 40-59' REACH	23	FREIGHTLINER	AA55	WT140 (2010 TRANSCRAFT DUAL REEL TRL)	421 (TRAILER - DUAL REEL)	10	TRANSCRAFT	DTL-2100 F2 WIRE BOA
L727 (2024 IHC AA55 BKT TRK)	116 (BUCKET TRK AWD 40-59' REACH)	24	INTERNATIONAL	MV607 AA55	WT141 (2010 TRANSCRAFT DUAL REEL TRL)	421 (TRAILER - DUAL REEL)	10	TRANSCRAFT	DTL-2100 F2 WIRE BOA
L136R (2025 FORD F600 BUCKET TRK)	116 (BUCKET TRK AWD 40-59' REACH)	25	FORD	F600 AT41M	WT148 (2013 TRANSCRAFT DUAL REEL TRL)	421 (TRAILER - DUAL REEL)	13	TRANSCRAFT	DTL2100 38X102
L139R (2025 FORD F600 BUCKET TRK)	116 (BUCKET TRK AWD 40-59' REACH)	25	FORD	F600 AT41M	WT149 (2013 TRANSCRAFT DUAL REEL TRL)	421 (TRAILER - DUAL REEL)	13	TRANSCRAFT	DTL2100 38X102
L152R (2025 FHL M2 AA55 BUCKET TRK)	116 (BUCKET TRK AWD 40-59' REACH)	25	FREIGHTLINER	M2 AA55	WT150 (2006 CLARK 40' EQUIPMENT TRLR)	421 (TRAILER - DUAL REEL)	6	CLARK	40' DROPDECK
L153R (2025 KW T600 AA55 BUCKET TRK)	116 (BUCKET TRK AWD 40-59' REACH)	25	KENWORTH	T600 AA55	WT151 (2014 DUAL REEL TRAILER 3 AXLE)	421 (TRAILER - DUAL REEL)	14	TRANSCRAFT	DTL2100 38X102
L194R (2023 FHL AA55 BKT TRK)	116 (BUCKET TRK AWD 40-59' REACH)	23	FREIGHTLINER	AA55	WT154 (2012 KAUFMAN DUAL REEL TRALER)	421 (TRAILER - DUAL REEL)	12	KAUFMAN	DROP DECK 43'
L695R (2021 FHL AA55 BKT TRK)	116 (BUCKET TRK AWD 40-59' REACH)	21	FREIGHTLINER	AA55	WT219 (2000 FRUEHAUF WIRE BOAT TRLR)	421 (TRAILER - DUAL REEL)	0	FRUEHAUF	DROPDECK2200T 48X10
L704R (2022 FHL AA55 BKT TRK)	116 (BUCKET TRK AWD 40-59' REACH)	22	FREIGHTLINER	AA55	WT150A (REEL STAND ASSEMBLY)	421 (TRAILER - DUAL REEL)			
L709R (2022 FHL AA55 BKT TRK)	116 (BUCKET TRK AWD 40-59' REACH)	22	FREIGHTLINER	AA55	WT154A (REEL STAND ASSEMBLY)	421 (TRAILER - DUAL REEL)			
L712R (2023 FHL AA55E BKT TRK)	116 (BUCKET TRK AWD 40-59' REACH)	23	FREIGHTLINER	AA55E	WT219A (REEL STANDS MOUNTED ON WT21	421 (TRAILER - DUAL REEL)			
L715R (2023 FHL AA55 BKT TRK)	116 (BUCKET TRK AWD 40-59' REACH)	23	FREIGHTLINER	AA55	WT117 (WIRE TRAILER 30' TANDAM WITH F)	422 (TRAILER - TRIPLE REEL)	62	HIGH	30'
L722R (2023 FHL AA55 BKT TRK)	116 (BUCKET TRK AWD 40-59' REACH)	23	FREIGHTLINER	AA55	WT129 (1995 EVANS PLUGGE R302E DUAL R	422 (TRAILER - TRIPLE REEL)	95	EVANS	R302E
L728R (2024 IHC AA55 BKT TRK)	116 (BUCKET TRK AWD 40-59' REACH)	24	INTERNATIONAL	HV507 AA55	WT132 (1999 SLABACH MR100X3 PETROFLE)	422 (TRAILER - TRIPLE REEL)	99	SLABACH	MR100X3
L522 (2018 FHL AN67 BKT TRK)	118 (BUCKET TRK AWD 60-75' REACH)	18	FREIGHTLINER M2-106	AN67	WT136 (TRAILER TRIPLE REEL)	422 (TRAILER - TRIPLE REEL)	8	BELSHE	DT-256-2AP
L547 (2019 FHL AN67 BKT TRK)	118 (BUCKET TRK AWD 60-75' REACH)	19	FREIGHTLINER	AN67	WT215 (SLABACH 120X3 REEL TRAILER)	422 (TRAILER - TRIPLE REEL)	23	SLABACH	MR 120X3
L548 (2019 FHL AN67 BKT TRK)	118 (BUCKET TRK AWD 60-75' REACH)	19	FREIGHTLINER	AN67	WT217 (2003 QUAD REEL WIRE TRAILER)	422 (TRAILER - TRIPLE REEL)	3	HOMEMADE	4 REEL
L571 (2014 IHC AM900 BKT TRK)	118 (BUCKET TRK AWD 60-75' REACH)	14	INTERNATIONAL	AM900	WT218 (2009 BELSHE DT256-2AP)	422 (TRAILER - TRIPLE REEL)	9	BELSHE	DT256-2AP 30FEET
L599 (2020 FHL AN67 BKT TRK)	118 (BUCKET TRK AWD 60-75' REACH)	20	FREIGHTLINER	AN67	WT155 (2022 QUAD REEL WIRE TRAILER)	423 (TRAILER - QUAD REEL)	22	BROOKS BROTHERS	4RT-323-12KE
L573R (2019 FHL AN67 BKT TRK)	118 (BUCKET TRK AWD 60-75' REACH)	19	FREIGHTLINER	AN67	WT156 (2022 QUAD REEL WIRE TRAILER)	423 (TRAILER - QUAD REEL)	22	BROOKS BROTHERS	4RT-323-12KE
L617L (2020 FHL AN67 BKT TRK)	118 (BUCKET TRK AWD 60-75' REACH)	20	FREIGHTLINER	AN67	WT182 (1998 QUAD REEL WIRE TRAILER)	423 (TRAILER - QUAD REEL)	98	HOMEMADE	UNDERGROUND 10FT
L634L (2020 IHC A77T BKT TRK)	119 (BUCKET TRK 2WD 76-90' REACH)	20	INTERNATIONAL	A77T	WT206 (1996 QUAD REEL WIRE TRAILER)	423 (TRAILER - QUAD REEL)	96	HOMEMADE	4 REEL
L524 (2018 FHL AN67-E100-MH BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	18	FREIGHTLINER M2-106	AN67-E100-MH	WT209 (2000 FRAMING TRAILER 15')	423 (TRAILER - QUAD REEL)	0	HOMEMADE	15'
L528 (2017 FHL AN67E-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	17	FREIGHTLINER M2-106	AN67E-E100	WT210 (2001 PUNCH PRESS TRLR)	423 (TRAILER - QUAD REEL)	1	HOMEMADE	QUAD REEL WIRE
L532 (2018 FHL AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	18	FREIGHTLINER M2-106	AN67-E100	WT213 (2002 FRAMING TRAILER W/ HP100)	423 (TRAILER - QUAD REEL)	2	HOMEMADE	HP100
L533 (2018 FHL AN67-E100-MH BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	18	FREIGHTLINER M2-106	AN67-E100-MH	WT214 (2001 FRAMING TRAILER)	423 (TRAILER - QUAD REEL)	1	HOMEMADE	SIDE BY SIDE
L575 (2020 IHC AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	20	INTERNATIONAL HV507	AN67-E100	WT216 (2003 FRAMING TRAILER 16'.4)	423 (TRAILER - QUAD REEL)	3	HOMEMADE	16'.4
L585 (2020 FHL AN67-E100-MH BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	20	FREIGHTLINER M2-106	AN67-E100-MH	WT190R (WSE QUAD REEL TRAILER)	423 (TRAILER - QUAD REEL)	26	WAGNER-SMITH	T-4RC-72X52-20
L589 (2020 IHC AN67E-E100 LIVE LINE)	122 (BUCKET TRK AWD 91-110' REACH)	20	INTERNATIONAL HV507	AN67E-E100	WT208R (WSE QUAD REEL TRAILER)	423 (TRAILER - QUAD REEL)	24	WAGNER-SMITH EQ	T-4RC-48X48
L592 (2018 FHL AN67-E100-MH BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	18	FREIGHTLINER M2-106	AN67-E100-MH	WL110 (ARROWMASTER WORK AREA WARN	431 (TRAILER - ARROW BOARD-TRAFFIC	96	ARROWMASTER	V
L593 (2016 FHL AN67E-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	16	FREIGHTLINER	AN67E-E100	WL111 (ARROWMASTER PARTS ONLY)	431 (TRAILER - ARROW BOARD-TRAFFIC	96	ARROWMASTER	V
L605 (2020 IHC AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	20	INTERNATIONAL HV507	AN67-E100	WL112 (1999 WANCO WTSP110LSAC PORTA	431 (TRAILER - ARROW BOARD-TRAFFIC	99	WANCO	WTSP11LSAC
L616 (2020 IHC AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	20	INTERNATIONAL	AN67-E100	WL114 (2005 VER-MAC ST-4825 PORTABLE)	431 (TRAILER - ARROW BOARD-TRAFFIC	5	VER-MAC	ST4825
L622 (2020 FHL AN67E-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	20	FREIGHTLINER	AN67E-E100	WL115 (2009 VER-MAC ST4815 SOLAR PWRD	431 (TRAILER - ARROW BOARD-TRAFFIC	9	VER-MAC	ST4815 SOLAR
L623 (2020 FHL AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	20	FREIGHTLINER	AN67-E100	WL116 (2009 VER-MAC ST4815 SOLAR PWRD	431 (TRAILER - ARROW BOARD-TRAFFIC	9	VER-MAC	ST4815 SOLAR
L624 (2020 FHL AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	20	FREIGHTLINER	AN67-E100	WL118 (1998 AMIDA ODLSE15 SOLAR PWRD	431 (TRAILER - ARROW BOARD-TRAFFIC	98	AMIDA	ODLSE15
L626 (2020 IHC AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	20	INTERNATIONAL	AN67-E100	WL121 (2001 VER-MAC ST4815)	431 (TRAILER - ARROW BOARD-TRAFFIC	1	VER-MAC	ST-4815
L627 (2020 FHL AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	20	FREIGHTLINER	AN67-E100	WL123 (2015 VER-MAC ARROW BOARD)	431 (TRAILER - ARROW BOARD-TRAFFIC	15	VER-MAC	ARROW BOARD
L628 (2020 FHL AN67-E100 MH BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	20	FREIGHTLINER	AN67-E100 MH	WL124 (2015 VER-MAC ARROW BOARD)	431 (TRAILER - ARROW BOARD-TRAFFIC	15	VER-MAC	ST4815
L197L (2024 FHL AN67-E100-MH BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	24	FREIGHTLINER	AN67-E100-MH	WL125 (2015 VER-MAC ARROW BOARD)	431 (TRAILER - ARROW BOARD-TRAFFIC	15	VER-MAC	ST4815
L309L (2022 FHL AN67-E100-MH BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	22	FREIGHTLINER	AN67-E100-MH	WL126 (2017 WANCO ARROW BOARD)	431 (TRAILER - ARROW BOARD-TRAFFIC	17	WANCO	WT5P
L311L (2023 FHL AN67-E100 BUCKET TRK)	122 (BUCKET TRK AWD 91-110' REACH)	23	FREIGHTLINER	AN67-E100	WL127 (2017 WANCO ARROW BOARD)	431 (TRAILER - ARROW BOARD-TRAFFIC	17	WANCO	WT5P
L381L (2023 FHL AN67-E100)	122 (BUCKET TRK AWD 91-110' REACH)	23	FREIGHTLINER	AN67-E100	WL128 (2019 WANCO ARROW BOARD)	431 (TRAILER - ARROW BOARD-TRAFFIC	19	WANCO	WTSP
L384L (2023 FHL AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	23	FREIGHTLINER	AN67-E100	WL129 (2019 WANCO ARROW BOARD)	431 (TRAILER - ARROW BOARD-TRAFFIC	19	WANCO	WTSP
L638L (2021 FHL AN67-E100 MH BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	21	FREIGHTLINER	AN67-E100 MH	WL130 (2022 OMJC ARROW BOARD)	431 (TRAILER - ARROW BOARD-TRAFFIC	22	OMJC	
L659L (2021 FHL AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	21	FREIGHTLINER	AN67-E100	WL131 (2022 OMJC ARROW BOARD)	431 (TRAILER - ARROW BOARD-TRAFFIC	22	OMJC	
L665L (2021 IHC AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	21	INTERNATIONAL	AN67-E100	WL132 (2022 OMJC ARROW BOARD)	431 (TRAILER - ARROW BOARD-TRAFFIC	22	OMJC	
L668L (2021 IHC AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	21	INTERNATIONAL	AN67-E100	WL133 (2022 OMJC ARROW BOARD)	431 (TRAILER - ARROW BOARD-TRAFFIC	22	OMJC	
L669L (2021 FHL AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	21	FREIGHTLINER	AN67-E100	WL134 (2022 OMJC ARROW BOARD)	431 (TRAILER - ARROW BOARD-TRAFFIC	22	OMJC	
L671L (2021 IHC AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	21	INTERNATIONAL	AN67-E100	TJ204 (TRAILER-HOT STICK > 69 KV)	436 (TRAILER - HOT STICK >69KV)	82	CHANCE	AB CHASE 20FT
L672L (2021 FHL AN67-E100 MH BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	21	FREIGHTLINER M2-106	AN67-E100 MH	RS102 (WSE 10,000# BRAKED REEL STAND)	437 (TRAILER - REEL STAND BRAKED)		WAGNER SMITH EQP CC	
L673L (2021 IHC AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	21	INTERNATIONAL	AN67-E100	WT109 (SHOP BUILT 1 DRUM REEL CARRIER)	437 (TRAILER - REEL STAND BRAKED)	82	HOMEMADE	LH28 STATIC CART
L679L (2020 FHL AN67-E100 MH BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	20	FREIGHTLINER	AN67 - E100 MH	WT113 (1944 REEL TRAILER)	437 (TRAILER - REEL STAND BRAKED)	44	FRUEHAUF	
L691L (2022 FHL AN67-E100 MH BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	22	FREIGHTLINER	AN67-E100 MH	WT115 (1979 SHOP BUILT)	437 (TRAILER - REEL STAND BRAKED)	79	HOMEMADE	
L694L (2021 FHL AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	21	FREIGHTLINER	AN67-E100	WT128 (1971 MORGAN WIRE STAND SHOP)	437 (TRAILER - REEL STAND BRAKED)	71	MORGAN	STATIC CART
L696L (2022 FHL AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	22	FREIGHTLINER	AN67-E100	WT191 (2000 SINGLE REEL WIRE TRAILER)	437 (TRAILER - REEL STAND BRAKED)	0	HOMEMADE	8FT
L697L (2021 FHL AN67-E100 MH BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	21	FREIGHTLINER	AN67-E100 MH	WT192 (2000 SINGLE REEL WIRE TRAILER)	437 (TRAILER - REEL STAND BRAKED)	0	HOMEMADE	WIRE TRAILER 8FT
L701L (2021 FHL AN67-E100 BKT TRUCK)	122 (BUCKET TRK AWD 91-110' REACH)	21	FREIGHTLINER	AN67-E100	WT200 (2001 SINGLE REEL WIRE TRAILER)	437 (TRAILER - REEL STAND BRAKED)	1	HOMEMADE	REEL
L702L (2020 IHC AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	20	INTERNATIONAL	AN67-E100	WT201 (2002 SINGLE REEL WIRE TRAILER)	437 (TRAILER - REEL STAND BRAKED)	2	HOMEMADE	REEL
L713L (2018 IHC AN67-E100 BKT TRK)	122 (BUCKET TRK AWD 91-110' REACH)	18	INTERNATIONAL	AN67-E100	WT225 (2021 BRKS BRO WIRE CART BRAKED	437 (TRAILER - REEL STAND BRAKED)	21	BROOKS BROTHERS	SRT 7208
L611 (2019 PRINOTH AM55 TRACK BKT)	125 (BUCKET TRUCK - TRACK MOUNTED	19	PRINOTH PANTHER	AM55	WT226 (2021 BRKS BRO WIRE CART BRAKED	437 (TRAILER - REEL STAND BRAKED)	21	BROOKS BROTHERS	SRT 7208
L111R (2025 AA55E TRACK BUCKET)	125 (BUCKET TRUCK - TRACK MOUNTED	25	PRINOTH	PANTHER T6	WT227 (2021 BRKS BRO WIRE CART BRAKED	437 (TRAILER - REEL STAND BRAKED)	21	BROOKS BROTHERS	SRT 7208
DT134 (2024 FHL DC47 DIGGER DERRICK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	DC47	WT228 (2021 BRKS BRO WIRE CART BRAKED	437 (TRAILER - REEL STAND BRAKED)	21	BROOKS BROTHERS	SRT 7208
DT135 (2024 FHL DC47 DIGGER DERRICK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	DC47	WT229 (2021 BRKS BRO WIRE CART BRAKED	437 (TRAILER - REEL STAND BRAKED)	21	BROOKS BROTHERS	SRT 7208
DT136 (2024 FHL DC47 DIGGER DERRI)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	DC47	WT110L (2023 BRKS BRO WIRE CART BRAKED	437 (TRAILER - REEL STAND BRAKED)	23	BROOKS BROTHERS	SRT 7108
DT137 (2024 FHL DC47 DIGGER DERRI)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	DC47	WT111L (2023 BRKS BRO WIRE CART BRAKED	437 (TRAILER - REEL STAND BRAKED)	23	BROOKSBROTHERS	SRT7108
DT138 (2024 FHL DC47 DIGGER DERRICK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	DC47	WT112L (2023 BRKS BRO WIRE CART BRAKED	437 (TRAILER - REEL STAND BRAKED)	23	BROOKSBROTHERS	SRT 7108
DT146 (2024 FHL DC47 DIGGER DERRI)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	DC47	WT114L (2023 BRKS BRO WIRE CART BRAKED	437 (TRAILER - REEL STAND BRAKED)	23	BROOKSBROTHERS	SRT 7108
DT147 (2024 IHC DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	INTERNATIONAL	MV607 DM47B-TR	WT122L (2023 BRKS BRO WIRE CART BRAKED	437 (TRAILER - REEL STAND BRAKED)	23	BROOKSBROTHERS	SRT 7108
DT154 (2024 FHL DC47 DIGGER DERRICK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	M2 DC47	WT123L (2023 BRKS BRO WIRE CART BRAKED	437 (TRAILER - REEL STAND BRAKED)	23	BROOKSBROTHERS	SRT 7108
DT237 (2013 FHL DM45B-TB DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	13	FREIGHTLINER	DM45B-TB	ET133 (2024 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	24	TOWMASTER	TC-12HD
DT246 (2015 FHL DM45-TB DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	15	FREIGHTLINER	DM45 TB	ET136 (2023 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	23	TOWMASTER	T-12HD
DT270 (2018 IHC DM47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	18	INTERNATIONAL 4300	DM47-TR	ET138 (2023 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	23	TOWMASTER	T-12HD
DT271 (2018 IHC DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	18	INTERNATIONAL 4300	DM47B-TR	ET150 (2024 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	24	TOWMASTER	T-12HD
DT273 (2018 IHC DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	18	INTERNATIONAL 4300	DM47B-TR	ET221 (2023 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	24	TOWMASTER	TC-12HD
DT275 (2017 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	17	FREIGHTLINER M2-106	DC47-TR	ET237 (2016 LOAD TRAIL DUMP TRLR)	438 (TRAILER - DUMP)	16	LOAD TRAIL	83X14 DUMP TRLR
DT279 (2017 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	17	FREIGHTLINER M2-106	DC47-TR	ET240 (2017 LOAD TRAIL DUMP TRLR)	438 (TRAILER - DUMP)	17	LOAD TRAIL	80"X10' TANDEM AXLE
DT280 (2018 IHC DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	18	INTERNATIONAL 4300	DM47B-TR	ET261 (2020 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	20	TOWMASTER	TC-12HD
DT282 (2017 FHL DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	17	FREIGHTLINER M2-106	DM47B-TR	ET266 (2023 FELLING PLATFORM DUMPTRLR	438 (TRAILER - DUMP)	23	FELLING	FT-14-DT-HD
DT286 (2018 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	18	FREIGHTLINER M2-106	DC47-TR	ET267 (2023 FELLING PLATFORM W/ DUMP)	438 (TRAILER - DUMP)	23	FELLING	PLATFORM/DUMP
DT293 (2019 IHC DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	19	INTERNATIONAL 4300	DM47B-TR	ET268 (2022 BIG TEX DUMP TRAILER)	438 (TRAILER - DUMP)	22	BIG-TEX	14LP-N/A
DT297 (2019 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	19	FREIGHTLINER M2-106	DC47-TR	ET269 (2022 BIG TEX DUMP TRAILER)	438 (TRAILER - DUMP)	22	BIG-TEX	14LP-N/A
DT298 (2019 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	19	FREIGHTLINER M2-106	DC47-TR	ET280 (2021 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	21	TOWMASTER	TC-12HD
DT299 (2020 IHC DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	20	INTERNATIONAL	DM47B-TR	ET287 (2020 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	20	TOWMASTER	TC-12HD
DT307 (2018 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	18	FREIGHTLINER M2-106	DC47-TR	ET292 (2021 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	21	TOWMASTER	TC-12HD
DT315 (2019 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	19	FREIGHTLINER M2-106	DC47-TR	ET294 (2022 DUMP TRAILER)	438 (TRAILER - DUMP)	22	NORSTAR	DT-83X14
DT316 (2020 IHC DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	19	INTERNATIONAL	DM47B-TR	ET295 (2021 NORSTAR DUMP TRAILER)	438 (TRAILER - DUMP)	21	NORSTAR	DT-83X14
DT317 (2020 IHC DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	20	INTERNATIONAL	DM47B-TR	ET303 (2022 PJ DUMP TRAILER PTR)	438 (TRAILER - DUMP)	22	PJTRAILERS	SCISSOR DUMP
DT319 (2020 IHC DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	20	INTERNATIONAL	DC47TR	ET306 (2022 PJ DUMP TRAILER PTR)	438 (TRAILER - DUMP)	22	PJTRAILERS	SCISSOR DUMP
DT322 (2020 IHC DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	20	INTERNATIONAL	DC47-TR	ET310 (2022 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	22	TOWMASTER	TC-12HD
DT330 (2020 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	20	FREIGHTLINER	DC47TR	ET314 (2022 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	22	TOWMASTER	TC-12HD
DT336 (2020 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	20	FREIGHTLINER	DC47TR	ET341 (2024 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	24	TOWMASTER	TC-12HD
DT338 (2020 IHC DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	20	INTERNATIONAL	DM47B-TR	ET350 (2019 LOAD TRAIL DUMP TRLR 14')	438 (TRAILER - DUMP)	19	LOAD TRAIL	83"X14' TANDEM AXLE
DT115R (2026 FHL DC47E-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	26	FREIGHTLINER	M2 DC47E-TR	ET351 (2019 LOAD TRAIL DUMP TRAILER)	438 (TRAILER - DUMP)	19	LOAD TRAIL	83"X14' TANDEM AXLE
DT116R (2026 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	26	FREIGHTLINER	M2 DC47-TR	ET352 (2019 LOAD TRAIL DUMP TRAILER)	438 (TRAILER - DUMP)	19	LOAD TRAIL	83"X14' TANDEM AXLE
DT118R (2025 INT DC47 DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	25	INTERNATIONAL	MV607 DC47	ET368 (2019 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	19	TOWMASTER	TC-12HD
DT119R (2025 FHL DC47 -TR DIGGER)	130 (DIG DERR 2WD 1AXLE <=50' REACH	25	FREIGHTLINER	M2 DC47-TR	ET376 (TOWMASTER DUMP TRAILER 18')	438 (TRAILER - DUMP)	19	TOWMASTER	TC-12HD
DT120R (2025 IHC DC47 DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	25	INTERNATIONAL	MV607 DM47E-TR	ET378 (2019 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	19	TOWMASTER	TC12HD
DT121R (2025 FHL DC47E -TR DIGGER)	130 (DIG DERR 2WD 1AXLE <=50' REACH	25	FREIGHTLINER	M2 DM47E-TR	ET393 (2020 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	20	TOWMASTER	14-SHDUMP
DT126R (2025 IHC DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	25	INTERNATIONAL	MV607 DC47-TR	ET396 (2019 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	19	TOWMASTER	TC-12HD
DT129R (2024 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	DC47-TR	ET413 (TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	20	TOWMASTER	TC-12HD
DT130R (2025 FHL DC47-TR DIGGER TR)	130 (DIG DERR 2WD 1AXLE <=50' REACH	25	FREIGHTLINER	DC47-TR	ET414 (TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	20	TOWMASTER	TC-12HD
DT132R (2024 FHL DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	DM47B-TR	ET415 (2020 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	20	TOWMASTER	TC-12HD
DT133R (2024 FHL DC47 DIGGER DERRI)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	DC47	ET416 (2020 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	20	TOWMASTER	TC-12HD
DT139R (2024 FHL DC47 DIGGER DERRI)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	DC47-TR	ET418 (2020 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	20	TOWMASTER	TC-12HD
DT140R (2024 FHL DC47 DIGGER DERRICK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	DC47-TR	ET420 (TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	17	HILL	14-SHDUMP
DT141R (2024 FHL DC47 DIGGER DERRI)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	DC47	ET421 (TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	20	TOWMASTER	TC-12HD
DT142R (2024 FHL DC47 DIGGER DERRI)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	DC47	ET422 (2020 TOWMASTER DUMP TRLR 14')	438 (TRAILER - DUMP)	20	TOWMASTER	TC-12HD
DT148R (2024 FHL C4047 DIGGER DERRICK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	24	FREIGHTLINER	C4047	ET433 (2022 NORSTAR DUMP TRAILER)	438 (TRAILER - DUMP)	22	NORSTAR	DT-83X14
DT250L (2016 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	16	FREIGHTLINER	DC47-TR	ET434 (2022 NORSTAR DUMP TRAILER)	438 (TRAILER - DUMP)	22	NORSTAR	DT-83X14
DT313L (2019 FHL DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	19	FREIGHTLINER	DM47B-TR	ET440 (2022 NORSTAR DUMP TRAILER)	438 (TRAILER - DUMP)	22	NORSTAR	DT-83X14
DT318L (2020 IHC DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	20	INTERNATIONAL	DC47TR	ET441 (2022 NORSTAR DUMP TRAILER)	438 (TRAILER - DUMP)	22	NORSTAR	DT-83X14
DT320L (2019 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	19	FREIGHTLINER	DC47TR	ET442 (2021 NORSTAR DUMP TRAILER)	438 (TRAILER - DUMP)	21	NORSTAR	DT-72X12
DT332L (2019 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	20	FREIGHTLINER	DC47TR	ET443 (2022 TOWMASTER TC-12HD DUMP)	438 (TRAILER - DUMP)	22	TOWMASTER	TC-12HD
DT341L (2020 FHL DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	20	FREIGHTLINER	DM47B-TR	ET444 (2023 NORSTAR DUMP TRAILER)	438 (TRAILER - DUMP)	24	NORSTAR	DT-83X14
DT352L (2021 FHL DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	21	FREIGHTLINER	DM47B-TR	ET446 (2024 TOWMASTER DUMP TRAILER)	438 (TRAILER - DUMP)	24	TOWMASTER	TC-12HD
DT353L (2021 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	21	FREIGHTLINER	DC47TR	ET456 (2024 NORSTAR DUMP TRAILER)	438 (TRAILER - DUMP)	24	NORSTAR	DT-83X14
DT355R (2021 FHL DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	21	FREIGHTLINER	DM47B-TR	ET480 (2026 DOOLITTLE DUMP TRL)	438 (TRAILER - DUMP)	26	DOO	DUMP
DT362R (2021 FHL DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	21	FREIGHTLINER	DM47B-TR	ET481 (2026 DOOLITTLE DUMP TRL)	438 (TRAILER - DUMP)	26	DOOLITTLE	DUMP
DT363R (2021 FHL DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	21	FREIGHTLINER	DM47B-TR	ET482 (2026 DOOLITTLE DUMP TRL)	438 (TRAILER - DUMP)	26	DOOLITTLE	DUMP
DT367R (2021 IHC DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	21	INTERNATIONAL	DC47-TR	ET483 (2026 DOOLITTLE DUMP TRL)	438 (TRAILER - DUMP)	26	DOOLITTLE	DUMP

DT372R (2021 FHL DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	21	FREIGHTLINER M2 -106	DM47B-TR
DT373R (2021 IHC DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	21	INTERNATIONAL	DC47-TR
DT391R (2022 FHL DC47-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	22	FREIGHTLINER	DC47TR
DT395R (2022 FHL DM47B-TR DIGGER)	130 (DIG DERR 2WD 1AXLE <=50' REACH	22	FREIGHTLINER	DM47B-TR
DT396R (2022 FHL DM47B-TR DIGGER TRK)	130 (DIG DERR 2WD 1AXLE <=50' REACH	22	FREIGHTLINER	DM47B-TR
DT149 (2024 FHL DC47-TR GIGGER TRK)	131 (DIG DERR AWD 1AXLE <=50' REACH	24	FREIGHTLINER	M2 DC47-TR
DT151 (2024 FHL DC47 DIGGER DERRICK)	131 (DIG DERR AWD 1AXLE <=50' REACH	24	FREIGHTLINER	DC47
DT308 (2018 FHL DM47B-TR DIGGER TRK)	131 (DIG DERR AWD 1AXLE <=50' REACH	18	FREIGHTLINER M2-106	DM47B-TR
DT405 (2023 FHL DC47-TR DIGGER TRK)	131 (DIG DERR AWD 1AXLE <=50' REACH	23	FREIGHTLINER	DC47-TR
DT117R (2026 FHL DC47-TR DIGGER TRK)	131 (DIG DERR AWD 1AXLE <=50' REACH	26	FREIGHTLINER	M2-106 DC47-TR
DT122R (2025 IHC DC47 AWD DIGGER TRK)	131 (DIG DERR AWD 1AXLE <=50' REACH	25	INTERNATIONAL	HV507
DT123R (2025 IHC DC47 AWD DIGGER TRK)	131 (DIG DERR AWD 1AXLE <=50' REACH	25	INTERNATIONAL	HV507 DC47
DT124R (2025 IHC DC47 AWD DIGGER TRK)	131 (DIG DERR AWD 1AXLE <=50' REACH	25	INTERNATIONAL	HV507 DC47
DT125R (2025 IHC DC47 AWD DIGGER TRK)	131 (DIG DERR AWD 1AXLE <=50' REACH	25	INTERNATIONAL	HV507 DC47-TR
DT323R (2019 IHC DC47-TR DIGGER TRK)	131 (DIG DERR AWD 1AXLE <=50' REACH	19	INTERNATIONAL	DC47-TR
DT327R (2020 FHL DC47-TR DIGGER TRK)	131 (DIG DERR AWD 1AXLE <=50' REACH	20	FREIGHTLINER	DC47TR
AT205 (42" TXC 2 1/2" HEX DRIVE)	135 (DIG DERR AWD 2AXLE >50' REACH)	12	NESCO	TXC
DT248 (2015 FHL D3060B-TR DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	15	FREIGHTLINER M2-106	D3060B-TR
DT267 (2016 FHL D3060H-TR DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	16	FREIGHTLINER M2-106	D3060H-TR
DT268 (2016 FHL D3060B-TR DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	16	FREIGHTLINER M2-106	D3060B-TR
DT277 (2018 FHL DT65 DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	18	FREIGHTLINER M2-106	DT65
DT305 (2017 FHL D3060E-TR DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	17	FREIGHTLINER	D3060E-TR
DT309 (2019 FHL D3060E-TR DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	19	FREIGHTLINER M2-106	D3060E-TR
DT314 (2019 FHL DT65 DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	19	FREIGHTLINER	DT65
DT326 (2017 FHL D3060E-TR DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	17	FREIGHTLINER M2-106	D3060E-TR
DT339 (2020 IHC DT65 DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	20	INTERNATIONAL	DT65
DT340 (2016 FHL D4065B-TR DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	16	FREIGHTLINER	D4065B-TR
DT342 (2020 FHL DT65 DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	20	FREIGHTLINER	DT65
DT349 (2020 FHL DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	20	FREIGHTLINER	DT65H
DT361 (2020 FHL 6060 DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	20	FREIGHTLINER	COMM 6060
DT112R (2023 FHL AWD DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	23	FREIGHTLINER	M2 DT65H
DT114R (2026 INTL ELLIOT D86 AWD)	135 (DIG DERR AWD 2AXLE >50' REACH)	26	INTERNATIONAL	HV507
DT127R (2024 FHL DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	24	FREIGHTLINER	DT65H
DT155L (2023 FHL DT85 DIGGER TRUCK)	135 (DIG DERR AWD 2AXLE >50' REACH)	23	FREIGHTLINER	DT85
DT158L (2020 PETERBILT DIGGER DERRICK)	135 (DIG DERR AWD 2AXLE >50' REACH)	22	PETERBILT	DT80
DT161L (2020 FHL DT65 DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	20	FREIGHTLINER	DT65
DT162L (2021 FHL DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	21	FREIGHTLINER	DT65H
DT163L (2020 FHL DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	20	FREIGHTLINER	DT65H
DT186R (2024 IHC DT65 DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	24	INTERNATIONAL	DT65
DT365L (2020 IHC DT65 DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	20	INTERNATIONAL	DT65
DT369L (2021 FHL DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	21	FREIGHTLINER	DT65H
DT370L (2021 FHL DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	21	FREIGHTLINER	DT65H
DT381L (2021 FHL DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	21	FREIGHTLINER	DT65H
DT383L (2021 IHC DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	21	INTERNATIONAL	DT65H
DT384L (2021 IHC DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	21	INTERNATIONAL	DT65H
DT389L (2022 FHL DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	21	FREIGHTLINER	DT65H
DT390L (2022 FHL DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	22	FREIGHTLINER	DT65H
DT392R (2022 FHL DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	22	FREIGHTLINER	DT65H
DT393L (2022 FHL DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	22	FREIGHTLINER	DT65H
DT398L (2020 FHL DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	20	FREIGHTLINER	DT65H
DT399R (2022 FHL DT65H DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	22	FREIGHTLINER	DT65H
DT401L (2022 FHL D3060E-TR DIGGER TRK)	135 (DIG DERR AWD 2AXLE >50' REACH)	22	FREIGHTLINER	D3060E-TR
DT402L (2022 FHL D3060E-TR DIGGER)	135 (DIG DERR AWD 2AXLE >50' REACH)	22	FREIGHTLINER	D3060E-TR
DT343 (2019 PRINOTH DM47-TR TRACK DGR	136 (DIGGER DERRICK TRACK MOUNTE	19	PRINOTH PANTHER	DM47B-TR
DT110R (2023 DM47B-TR TRACK DGR)	136 (DIGGER DERRICK TRACK MOUNTE	23	PRINOTH	PANTHER T8
DT111R (2021 POWERBULLY TRACK DIGGER)	136 (DIGGER DERRICK TRACK MOUNTE	21	POWERBULLY	18T DT85H
DT388L (2021 MOOROKA DR41B TRACK DGF	136 (DIGGER DERRICK TRACK MOUNTE	21	MOROOKA MST	DR41B
MD122 (2019 MINI DERRICK)	137 (MINI-DERRICK)	19	BROOKS BROTHERS	DB41B
MD101R (2023 MINI DERRICK 41' BKYD DIG)	137 (MINI-DERRICK)	23	BROOKS BROTHERS	DB41
MD103R (2023 MINI DERRICK 41' BKYD DIG)	137 (MINI-DERRICK)	23	BROOKS BROTHERS	DB41
MD123L (2019 MINI DERRICK)	137 (MINI-DERRICK)	19	BROOKSBROTHERS	DB41B
MD124L (2019 MINI DERRICK)	137 (MINI-DERRICK)	19	BROOKSBROTHERS	DB41B
MD127L (2019 MINI DERRICK)	137 (MINI-DERRICK)	19	ALTEC	DB37
MD128L (2019 MINI DERRICK)	137 (MINI-DERRICK)	19	ALTEC	DB41B
MD129L (2019 MINI DERRICK)	137 (MINI-DERRICK)	19	BROOKSBROTHERS	DB41B
MD130L (2020 MINI DERRICK)	137 (MINI-DERRICK)	20	BROOKSBROTHERS	DB41B
MD132R (2020 MINI DERRICK)	137 (MINI-DERRICK)	20	BROOKSBROTHERS	DB41
MD136R (2023 MINI DERRICK)	137 (MINI-DERRICK)	23	BROOKS BROTHERS	DB41 / CSL 202-12KE
MD137R (2024 MINI DERRICK)	137 (MINI-DERRICK)	24	SKYLIFT	MD 6000
MD138R (2024 MINI DERRICK)	137 (MINI-DERRICK)	24	SKYLIFT	MD 6000
MD141R (2024 MINI DERRICK)	137 (MINI-DERRICK)	24	BROOKSBROTHERS	DB41B
MD142R (2025 MINI DERRICK)	137 (MINI-DERRICK)	25	BROOKSBROTHERS	DB41B
PD144 (2016 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	16	FREIGHTLINER M2-106	HD35A-22
PD145 (2018 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	18	FREIGHTLINER	HD35A-22
PD146 (2019 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	19	FREIGHTLINER	HD35A-22
PD147 (2020 WATSON PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	20	WATSON	1100TM
PD148 (2019 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	19	FREIGHTLINER	HD35A-22
PD150 (2020 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	20	FREIGHTLINER	HD35A-22
PD152 (2020 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	20	FREIGHTLINER	HD35A-22
PD153 (2020 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	20	FREIGHTLINER	HD35A-22
PC3610 (36' CORE BARREL W/ S-400 HUB)	141 (PRESSURE DIGGER 21-39' DEPTH)		WORKIZER	36CB19BTS400
PD111L (2018 FHL AWD PRESSURE DIG)	141 (PRESSURE DIGGER 21-39' DEPTH)	18	FREIGHTLINER	HD35A-30
PD113L (2018 FHL AWD PRESSURE DIG)	141 (PRESSURE DIGGER 21-39' DEPTH)	18	FREIGHTLINER	HD35A-22
PD115L (2020 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	20	FREIGHTLINER	HD35A-22
PD117L (2021 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	21	FREIGHTLINER	HD35A-22
PD154L (2016 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	16	FREIGHTLINER	HD35A-22
PD155L (2020 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	20	FREIGHTLINER	HD35A-22
PD157L (2018 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	18	FREIGHTLINER	HD35A-22
PD158L (2019 KW PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	19	KENWORTH	HD35A-22
PD159L (2016 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	16	FREIGHTLINER	HD35A-22
PD160L (2020 FHL PRESSURE DIGDER)	141 (PRESSURE DIGGER 21-39' DEPTH)	20	FREIGHTLINER	HD35A-22
PD161L (2016 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	16	FREIGHTLINER	HD35A-30
PD162L (2020 FHL PRESSURE DIGGER)	141 (PRESSURE DIGGER 21-39' DEPTH)	20	FREIGHTLINER	HD35A-30
CT126 (1996 JOHN DEERE 550G DOZER)	145 (TRACK TYPE TRACTOR <= D5)	96	JOHN DEERE	550G-LT
CT140 (1970 IHC TD7E DOZER)	145 (TRACK TYPE TRACTOR <= D5)	70	DRESSER INTERN'L	TD7E
CT120 (1974 CAT D6 DOZER)	149 (TRACK TRACTOR D6-7)	74	CATERPILLAR	D6C
CT122 (1970 CAT D6 DOZER)	149 (TRACK TRACTOR D6-7)	70	CATERPILLAR	D6C
CT123 (1988 CAT D6 DOZER)	149 (TRACK TRACTOR D6-7)	88	CATERPILLAR	D6H
CT124 (1988 CAT D6 DOZER)	149 (TRACK TRACTOR D6-7)	88	CATERPILLAR	D6H SERIES II
CT131 (1966 CAT D7 DOZER)	149 (TRACK TRACTOR D6-7)	66	CATERPILLAR	D7E
CT149 (1977 CAT D7G DOZER)	149 (TRACK TRACTOR D6-7)	77	CATERPILLAR	D7G
CT155 (1982 CAT D6D DOZER)	149 (TRACK TRACTOR D6-7)	82	CATERPILLAR	D6D
CT156 (1977 CAT D6D DOZER)	149 (TRACK TRACTOR D6-7)	77	CATERPILLAR	D6D
CT159 (1983 CAT D6D DOZER)	149 (TRACK TRACTOR D6-7)	83	CATERPILLAR	D6D
CT170 (2019 CAT D6 LGP)	149 (TRACK TRACTOR D6-7)	19	CATERPILLAR	D6-20V36AG
CT171 (2019 CAT D6K2 XL)	149 (TRACK TRACTOR D6-7)	19	CATERPILLAR	D6K2
CT201 (2022 CAT D5 LGP VPAT)	149 (TRACK TRACTOR D6-7)	22	CATERPILLAR	D5 LGP VPAT
CT202 (2022 CAT D6 DOZER)	149 (TRACK TRACTOR D6-7)	22	CATERPILLAR	D6
CT203 (2022 CAT D5 LGP VPAT)	149 (TRACK TRACTOR D6-7)	22	CATERPILLAR	D5 LGP VPAT
CT207 (2025 CAT D5-17VX DOZER)	149 (TRACK TRACTOR D6-7)	25	CATERPILLAR	D5-17VX
CT127 (1984 CAT D7 DOZER)	151 (TRACK TRACTOR D6-7 W-SAG WNC	84	CATERPILLAR	D7G
CT143 (1997 CAT D6R XL DOZER)	151 (TRACK TRACTOR D6-7 W-SAG WNC	97	CATERPILLAR	D6RXLDSSU
CT193 (2015 CAT D6T XL SAG DOZER)	151 (TRACK TRACTOR D6-7 W-SAG WNC	15	CATERPILLAR	D6TXLSUA
PD112 (2023 VOLVO BAYSHORE TR50)	162 (EXC MTD LO DRILL MED 5-10 YR)	22	VOLVO	TR50-50
TR191 (VERMEER RTX750 VIB PLOW)	171 (VIB PLOW TRACK <=100HP)	21	VERMEER	RTX750
TR135R (VERMEER RTX750 PLOW)	171 (VIB PLOW TRACK <=100HP)	21	VERMEER	RTX750
TR199 (2024 VERMEER TRK PLOW)	172 (VIB PLOW TRACK >100HP)	24	VERMEER	RTX1250I2
TR204 (2024 VERMEER RTX750 TRENCHER)	172 (VIB PLOW TRACK >100HP)	24	VERMEER	RTX750
TR187 (VERMEER TRENCHER)	178 (TRENCHER TRACK <=200HP)	20	VERMEER	RTX1250
TR201 (2024 VERMEER 1250 CAB TRK SAW)	183 (TRENCHER RCKSAW WHL>100HP)	24	VERMEER	RTX1250
SS128 (2015 CAT 259D TRKD SKID STEER)	190 (SKID STEER)	15	CATERPILLAR	259DSTD2CA

ET484 (2026 DOOLITTLE DUMP TRL)	438 (TRAILER - DUMP)	26	DOOLITTLE	DUMP	
ET485 (2026 DOOLITTLE DUMP TRL)	438 (TRAILER - DUMP)	26	DOOLITTLE	DUMP	
ET486 (2026 DOOLITTLE DUMP TRL)	438 (TRAILER - DUMP)	26	DOOLITTLE	DUMP	
ET487 (2026 DOOLITTLE DUMP TRL)	438 (TRAILER - DUMP)	26	DOOLITTLE	DUMP	
ET152R (DT-83X14 TRAILER DUMP)	438 (TRAILER - DUMP)	23	LOAD TRAIL	DT-83X14	
ET461R (2019 DUMP TRAILER RM)	438 (TRAILER - DUMP)	19	FELLING	DUMP TRLR	
ET463R (2024 NORSTAR DUMP TRLR)	438 (TRAILER - DUMP)	24	NORSTAR	DT-83X14	
ET466R (NORSTAR DUMP TRLR)	438 (TRAILER - DUMP)	23	NORSTAR	DT-83X14	
ET467R (2024 NORSTAR DUMP TRLR)	438 (TRAILER - DUMP)	24	NORSTAR	DT-83X14	
ET469R (2024 NORSTAR DUMP TRLR)	438 (TRAILER - DUMP)	24	NORSTAR	DT-83X14	
ET470R (NORSTAR DUMP TRAILER)	438 (TRAILER - DUMP)	25	NORSTAR	DT-83X14	
ET471R (2024 NORSTAR DUMP TRLR)	438 (TRAILER - DUMP)	24	NORSTAR	DT-83X14	
ET472R (DUMP TRAILER)	438 (TRAILER - DUMP)	24	NORSTAR	DT-83X14	
ET474R (2024 NORSTAR DUMP TRLR)	438 (TRAILER - DUMP)	24	NORSTAR	DT-83X14	
MDT101 (MOBILE DUMPSTER TRLR)	438 (TRAILER - DUMP)				
MDT102 (MOBILE DUMPSTER TRLR)	438 (TRAILER - DUMP)				
MDT103 (MOBILE DUMPSTER TRLR)	438 (TRAILER - DUMP)				
RS101 (PENGO HD REEL STAND)	450 (NON-MTD REEL CARRIER)	90	PENGO		
TMP104 (2020 CRAFCO SUPERSHOT 60)	502 (ASPHALT HEATER (TAR POT))	20	CRAFCO	SS60D	
AT142 (2012 ARROW TELEHANDLER BASKET)	510 (FORKLIFT - ROUGH TERRAIN)	12	ARROW	BASKET TH	
AT143 (2013 ARROW TELEHANDLER BUCKET	510 (FORKLIFT - ROUGH TERRAIN)	13	ARROW	BKTH350P25	
AT152 (2015 CAT 12K TELHNDLR HOOK ATT)	510 (FORKLIFT - ROUGH TERRAIN)	15	CATERPILLAR	LHTH12KF	
AT160 (2014 ARROW TELEHANDLER BASKET)	510 (FORKLIFT - ROUGH TERRAIN)	14	ARROW	WP48-116-FL	
AT161 (2013 ARROW TELEHANDLER BASKET)	510 (FORKLIFT - ROUGH TERRAIN)	13	ARROW	WP48-116-FL	
AT246 (A STAR IND LIFT HOOK 12,000CAP)	510 (FORKLIFT - ROUGH TERRAIN)	17	STAR INDUSTRIES	LHTH12KF	
AT247 (2017 12K TELEHNDLR HOOK ATTCH)	510 (FORKLIFT - ROUGH TERRAIN)	17	STAR INDUSTRIES	LHTH12KF	
AT258 (2016 12K TELEHNDLR HOOK ATTCH)	510 (FORKLIFT - ROUGH TERRAIN)	16	CATERPILLAR	LHTH12KF	
FL143 (2007 MANITOU TELEMOUNT FORK LI	510 (FORKLIFT - ROUGH TERRAIN)	7	MANITOU	TMT 55 HT	
FL152 (2015 MANITOU FORK LIFT)	510 (FORKLIFT - ROUGH TERRAIN)	15	MANITOU	TMT55 HT	
FL194 (2015 CAT 6000# TELEHANDLER)	510 (FORKLIFT - ROUGH TERRAIN)	15	CATERPILLAR	TL642C	
FL109 (1997 YALE 5000# FORKLIFT FL10)	511 (FORKLIFT 4000 - 7999 LBS)	97	YALE	GTP060TFN	
FL114 (CAT GP25 FORKLIFT 4000-7999LBS)	511 (FORKLIFT 4000 - 7999 LBS)		CATERPILLAR	GP25	
FL118 (1986 HYSTER FRK LFT H80C 8000)	511 (FORKLIFT 4000 - 7999 LBS)	86	HYSTER	H80C	
FL175 (1998 HYSTER H50XM)	511 (FORKLIFT 4000 - 7999 LBS)	98	HYSTER	H50XM	
FL236 (GENIE 5500# TELEHANDLER)	511 (FORKLIFT 4000 - 7999 LBS)	13	GENIE	GTH-5519	
FL263 (2021 CAT GP25 FORKLIFT)	511 (FORKLIFT 4000 - 7999 LBS)	21	CATERPILLAR	GP25N5	
FL101R (CAT GP25N5 FORKLIFT)	511 (FORKLIFT 4000 - 7999 LBS)	22	CATERPILLAR	GP25N5	
FL333R (CAT GP25N FORKLIFT)	511 (FORKLIFT 4000 - 7999 LBS)	21	CATERPILLAR	GP25N	
FL122 (2012 12,000# TELEHANDLER)	513 (FORKLIFT >10000 LBS)	12	CATERPILLAR	TL1255C	
FL129 (2013 JLG 12,000# TELEHANDLER)	513 (FORKLIFT >10000 LBS)	13	CATERPILLAR	TL1255C	
FL135 (2012 JLG 12,000# TELEHANDLER)	513 (FORKLIFT >10000 LBS)	12	CATERPILLAR	TL1255	
FL179 (2013 JLG 12000 TELEHANDLER)	513 (FORKLIFT >10000 LBS)	13	JLG	TL1255C	
FL214R (CAT 12000# TELEHANDLER)	513 (FORKLIFT >10000 LBS)	19	CATERPILLAR	TL1255D	
FL218R (CAT 12000# TELEHANDLER)	513 (FORKLIFT >10000 LBS)	18	CATERPILLAR	TL1255D	
FL267R (OPEN NUMBER)	513 (FORKLIFT >10000 LBS)				
FL276R (2023 CAT 12000# TELEHANDLER)	513 (FORKLIFT >10000 LBS)	23	CATERPILLAR	TL1255-05	
FL294L (2024 CAT 12000# TELEHANDLER)	513 (FORKLIFT >10000 LBS)	24	CATERPILLAR	TL1255-05	
FL296L (2024 CAT 12000# TELEHANDLER)	513 (FORKLIFT >10000 LBS)	24	CATERPILLAR	TL1255-05	
FL297L (2024 CAT 12000# TELEHANDLER)	513 (FORKLIFT >10000 LBS)	24	CATERPILLAR	TL1255-05	
FL298R (CAT 12000# TELEHANDLER)	513 (FORKLIFT >10000 LBS)	24	CATERPILLAR	TL1255	
FL308R (2024 CAT 12000# TELEHANDLER)	513 (FORKLIFT >10000 LBS)	24	CATERPILLAR	TL1255-05C	
FL316R (CAT 12K TELEHANDLER)	513 (FORKLIFT >10000 LBS)	25	CATERPILLAR		1255
FL319R (CAT 12K TELEHANDLER)	513 (FORKLIFT >10000 LBS)	24	CATERPILLAR	1255C	
FL320R (CAT 12K TELEHANDLER)	513 (FORKLIFT >10000 LBS)	19	CATERPILLAR	TL1255DC	
FL327R (CAT 12K TELEHANDLER)	513 (FORKLIFT >10000 LBS)	25	CATERPILLAR	1255C	
FL328R (CAT 12K TELEHANDLER)	513 (FORKLIFT >10000 LBS)	25	CATERPILLAR	1255C	
FL334R (CAT 12K TELEHANDLER)	513 (FORKLIFT >10000 LBS)	25	CATERPILLAR	TL1255-05C	
FL337R (CAT 12K TELEHANDLER)	513 (FORKLIFT >10000 LBS)	24	CATERPILLAR	1255C	
FL400R (CAT 12K TELEHANDLER)	513 (FORKLIFT >10000 LBS)	24	CATERPILLAR	1255C	
FL401R (CAT 12K TELEHANDLER)	513 (FORKLIFT >10000 LBS)	25	CATERPILLAR	TL1255-05C	
FL403R (CAT 12K TELEHANDLER)	513 (FORKLIFT >10000 LBS)	25	CATERPILLAR	TH1255CH	
FL405R (CAT 12K TELEHANDLER)	513 (FORKLIFT >10000 LBS)	26	CATERPILLAR	TL1255	
FL406R (CAT 12K TELEHANDLER)	513 (FORKLIFT >10000 LBS)	23	CATERPILLAR	TL1255-05C	
FL407R (JLG 16K TELEHANDLER)	513 (FORKLIFT >10000 LBS)	25	JLG	1644C	
ATV107 (2010 JOHN DEERE GATOR)	525 (ATV, MULE, SNOWMOBILE)	10	JOHN DEERE	XUV 620I	
ATV113 (2019 POLARIS RANGER XP1000)	525 (ATV, MULE, SNOWMOBILE)	19	POLARIS	XP1000	
ATV114 (2019 POLARIS RANGER XP1000)	525 (ATV, MULE, SNOWMOBILE)	19	POLARIS	XP1000	
ATV115 (2019 POLARIS RANGER XP1000)	525 (ATV, MULE, SNOWMOBILE)	19	POLARIS	XP1000	
ATV116 (2018 POLARIS RANGER CREW CAB)	525 (ATV, MULE, SNOWMOBILE)	18	POLARIS	RANGERCREW	
ATV132 (2017 POLARIS RANGER)	525 (ATV, MULE, SNOWMOBILE)	17	POLARIS	RANGER 4X4	
ATV141 (2023 POLARIS NORTHSTAR)	525 (ATV, MULE, SNOWMOBILE)	23	POLARIS	NORTHSTAR	
ATV149 (2025 POLARIS RANGER CREW)	525 (ATV, MULE, SNOWMOBILE)	25	POLARIS	XP1000 NORTHSTAR	
ATV139R (2023 JD GATOR XUV835M)	525 (ATV, MULE, SNOWMOBILE)	23	JOHN DEERE	XUV835M	
ATV140R (2023 JD GATOR XUV835M)	525 (ATV, MULE, SNOWMOBILE)	23	JOHN DEERE	XUV835M	
ATV144R (POLARIS RANGER 4X4 CREW)	525 (ATV, MULE, SNOWMOBILE)	24	POLARIS	PROXD40	
ATV145R (POLARIS RANGER 4X4 CREW)	525 (ATV, MULE, SNOWMOBILE)	24	POLARIS	PROXD40	
ATV154R (2024 POLARIS RANGER 4X4 CREW	525 (ATV, MULE, SNOWMOBILE)	24	POLARIS	PROXD570G	
ATV155R (2024 POLARIS PRO XD40)	525 (ATV, MULE, SNOWMOBILE)	24	POLARIS	PROXD40CPY	
ATV156R (2024 POLARIS PRO XD40)	525 (ATV, MULE, SNOWMOBILE)	24	POLARIS	PROXD40CPY	
ATV157R (2024 POLARIS PRO XD40)	525 (ATV, MULE, SNOWMOBILE)	24	POLARIS	PROXD40CPY	
ATV158R (2024 POLARIS PRO XD40)	525 (ATV, MULE, SNOWMOBILE)	24	POLARIS	PROXD40CPY	
ATV159R (2024 POLARIS PRO XD40)	525 (ATV, MULE, SNOWMOBILE)	24	POLARIS	PROXD40CPY	
ATV160R (2024 POLARIS PRO XD40)	525 (ATV, MULE, SNOWMOBILE)	24	POLARIS	PROXD40CPY	
ATV161R (2024 POLARIS PRO XD40)	525 (ATV, MULE, SNOWMOBILE)	21	POLARIS	PROXD40CPY	
ATV162R (2024 POLARIS PRO XD40)	525 (ATV, MULE, SNOWMOBILE)	24	POLARIS	PROXD40CPY	
ATV163R (2024 POLARIS PRO XD40)	525 (ATV, MULE, SNOWMOBILE)	24	POLARIS	PROXD40CPY	
ATV164R (2024 POLARIS PRO XD40)	525 (ATV, MULE, SNOWMOBILE)	24	POLARIS	PROXD40CPY	
MG101 (2009 CAT 140M MOTOR GRADER)	536 (MOTOR GRADER>=37,000 LBS.)	9	CATERPILLAR	140M	
AC101 (2024 SULLAIR 185 DPQ)	540 (AIR COMPRESSOR 100-185 CFM)	24	SULLAIR	185DPQ	
AC102 (2024 SULLAIR 185 DPQ)	540 (AIR COMPRESSOR 100-185 CFM)	24	SULLAIR	185DPQ	
AC103 (2024 SULLAIR 185 DPQ)	540 (AIR COMPRESSOR 100-185 CFM)	24	SULLAIR	185DPQ	
AC126 (2023 SULLAIR 185 DPQ)	540 (AIR COMPRESSOR 100-185 CFM)	23	SULLAIR	185 DPQ	
AC127 (2023 SULLAIR 185 DPQ COMP)	540 (AIR COMPRESSOR 100-185 CFM)	23	SULLAIR	185 DPQ	
AC128 (2023 SULLAIR 185 DPQ COMP)	540 (AIR COMPRESSOR 100-185 CFM)	23	SULLAIR	185 DPQ	
AC135 (1994 SULLAIR COMPRESSER)	540 (AIR COMPRESSOR 100-185 CFM)	94	SULLAIR		185
AC139 (1995 SULLAIR COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	95	SULLAIR		185
AC140 (1996 SULLAIR COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	96	SULLAIR		185
AC141 (1998 SULLAIR COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	98	SULLAIR		185
AC143 (1999 SULLAIR COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	99	SULLAIR		185
AC146 (2000 SULLAIR 185 COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	0	SULLAIR		185
AC148 (2000 SULLAIR COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	0	SULLAIR		185
AC152 (1993 SULLAIR 135 COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	93	SULLAIR		135
AC153 (1995 SULLAIR 185 COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	95	SULLAIR		185
AC154 (1993 SULLAIR 135 COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	93	SULLAIR		135
AC155 (1998 SULLAIR 185 COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	98	SULLAIR		185
AC156 (1996 SULLAIR 185 COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	96	SULLAIR		185
AC158 (1999 SULLAIR 185 COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	99	SULLAIR		185
AC200 (2001 SULLAIR AIR COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	1	SULLAIR		185
AC203 (1997 ATLAS COPCO 185 CFM)	540 (AIR COMPRESSOR 100-185 CFM)	97	ATLAS COPCO	XAS90JD	
AC206 (1998 ATLAS COPCO 185 CFM)	540 (AIR COMPRESSOR 100-185 CFM)	98	ATLAS COPCO	XAS90JD	
AC208 (1995 INGERSO RAN AIR COMPRESSO	540 (AIR COMPRESSOR 100-185 CFM)	95	INGERSOLL RAND	P185	
AC210 (2015 SULLAIR 185 COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	15	SULLAIR	185DPQ 185CFM	
AC211 (2015 SULLAIR 185 COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	15	SULLAIR	185DPQ	
AC212 (2015 SULLAIR 185 COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	15	SULLAIR	185DPQ	
AC213 (2015 SULLAIR 185 COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	15	SULLAIR	185DPQ	
AC112R (2025 SULLAIR 185 DPQ)	540 (AIR COMPRESSOR 100-185 CFM)	25	SULLAIR	185DPQ	
AC113R (2025 SULLAIR 185 DPQ)	540 (AIR COMPRESSOR 100-185 CFM)	25	SULLAIR	185DPQ	
AC117R (SULLAIR 185DPQ COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	23	SULLAIR	185DPQ	
AC120R (2023 SULLAIR 185 DPQ COMP)	540 (AIR COMPRESSOR 100-185 CFM)	23	SULLAIR	185DPQ	
AC175R (2021 SULLAIR 185 COMPRESSOR)	540 (AIR COMPRESSOR 100-185 CFM)	21	SULLAIR	185DPQ	
AC118R (400 CFM AIR COMPRESSOR)	541 (AIR COMPRESSOR >=186 CFM)	25	SULLAIR	400HHAF	

SS145 (2016 CAT 299D TRKD SKID STEER)	190 (SKID STEER)	16	CATERPILLAR	299D	D1018 (2000 SIECOR X-77FUSION SPLICE)	553 (ELECTRO FUSION MACHINE)	0	SIECOR	X-77	
SS146 (2016 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	16	CATERPILLAR	289D	FS001 (70S+ FUSION SPLICER)	553 (ELECTRO FUSION MACHINE)				
SS167 (2016 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	16	CATERPILLAR	289D	FS002 (RES FUSION SPLICER)	553 (ELECTRO FUSION MACHINE)				
SS189 (2017 CAT 259D TRKD SKID STEER)	190 (SKID STEER)	17	CATERPILLAR	259D	D1013 (1999 ODTR REFLECTOMETER)	554 (OTDR REFLECTOMETER)	99	EXFO		
SS206 (2018 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	18	CATERPILLAR	289D	WP139 (CONDUX PULLER 12-1995 AND TRA)	655 (FIBER BLOWER)	95	CONDUX		
SS208 (2018 CAT 289D TRKD SKID STEER)	190 (SKID STEER)	18	CATERPILLAR	289D	WP149 (ARNCO TENSION MASTER FIBEROPT	655 (FIBER BLOWER)	4	ARNCO	TM301	
SS213 (2019 CAT 289D TRK SKID STEER)	190 (SKID STEER)	19	CATERPILLAR	289DSTD2CA	WP150 (FIBEROPTIC PULLER)	655 (FIBER BLOWER)		CONDUX		
SS242 (2019 CAT 289D3 SKID STEER)	190 (SKID STEER)	19	CATERPILLAR	289D3	CS116 (2002 TARGET PRO 65 CONCRETE SA)	680 (CONCRETE SAW-WALK BEHIND)	2	TARGET PRO		65
SS243 (2019 CAT 289D3 SKID STEER)	190 (SKID STEER)	19	CATERPILLAR	289D3	CS117 (2008 CONCRETE SAW)	680 (CONCRETE SAW-WALK BEHIND)	8	HUSQVARNA	FS-4800	
SS244 (2019 CAT 289D3 SKID STEER)	190 (SKID STEER)	19	CATERPILLAR	289D3	CS118 (2009 CONCRETE SAW WALK BEHIND)	680 (CONCRETE SAW-WALK BEHIND)	9	HUSQVARNA	FS4800D3	
SS248 (2020 TORO TX1000 DINGO PARTS)	190 (SKID STEER)	20	TORO	TX1000 DINGO	CS119 (2016 CONCRETE SAW)	680 (CONCRETE SAW-WALK BEHIND)	16	HUSQVARNA	FS 5000 D 20"	
SS252 (2020 CAT 289D3 SKID STEER)	190 (SKID STEER)	20	CATERPILLAR	289D3STD2C	TJ120 (2025 ATC SPLICING TRAIL)	692 (FIBER SPLICING TRAILER)	25	TOTAL-TRAILERS	FIBER PLUS 7X12	
SS253 (2020 CAT 289D3 SKID STEER)	190 (SKID STEER)	20	CATERPILLAR	289D3STD2C	TJ220 (2020 ATC SPLICING TRAILER)	692 (FIBER SPLICING TRAILER)	20	ATC	QSTAB8516	
SS254 (2020 CAT 289D3 SKID STEER)	190 (SKID STEER)	20	CATERPILLAR	289D3STD2C	TJ260 (2021 7X12 ATC FIBER TRAILER)	692 (FIBER SPLICING TRAILER)	21	ATC	QSTAB7012	
SS267 (2018 CAT 289 TRKD SKID STEER)	190 (SKID STEER)	18	CATERPILLAR	289DSTD2CA	MPU100R (2024 MOBILE POWER UNIT)	692 (FIBER SPLICING TRAILER)	94	ALTEC	F151KG	

Julie Neisen

Marsh USA LLC
333 South 7th Street, Suite 1400
Minneapolis, MN 55402
612 692 7638
julie.l.neisen@marsh.com
www.marsh.com

April 21, 2026

To Whom It May Concern

Subject: Experience Modification Verification
Everus Construction Group, Inc. and its subsidiaries

This is to confirm the following information as calculated by the National Council on Compensation Insurance.

Corporate Experience Modification Risk ID Number: 915153100

Effective Date	Mod
11/1/2025	0.77 rev 4-21-26
1/1/2025	0.66 rev 4-21-26
1/1/2024	0.52 rev 4-20-26
1/1/2023	0.66
1/1/2022	0.62

After your review, should you have any questions, please do not hesitate to contact me.

Sincerely,

Julie Neisen

Julie Neisen

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 25

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Capital Electric Line Builders

City: Parkville State: MO

	Step 1. Identify the person			Step 2. Describe the case		Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column:						
	(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	(G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Other recordable cases	(K) Away from work	(L) On job transfer or restriction	(M) Injury (1)	Illness: Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
								Remained at Work										
Reset	1	[redacted]	Journeyman Lineman	2 / 24	ROW in Lawrence KS	Laceration to palm of left hand	○	○	○	◉	____ days	____ days	◉	○	○	○	○	○
Reset	2		Apprentice Lineman	4 / 22	ROW in Stillwater OK	Smashed left middle and ring finger	○	○	◉	○	____ days	7 days	◉	○	○	○	○	○
Reset	3		Groundman	7 / 2	ROW in Leawood KS	Foreign body in eyes	○	◉	○	○	5 days	0 days	◉	○	○	○	○	○
Reset	4		Journeyman Lineman	7 / 16	Substation in Burtton KS	Fractured left ankle	○	◉	○	○	44 days	124 days	◉	○	○	○	○	○
Reset	5		Apprentice Lineman	8 / 19	Stuart Rd Liberty MO	Laceration to right forearm	○	○	○	◉	____ days	____ days	◉	○	○	○	○	○
Reset	6		Journeyman Lineman	9 / 4	Hoover Substation, Wichita KS	Broken bone in left wrist	○	○	○	◉	____ days	____ days	◉	○	○	○	○	○
Reset	7		Apprentice Lineman	9 / 10	ROW in Lathrop MO	Puncture wound to base of right index finger	○	○	○	◉	____ days	____ days	◉	○	○	○	○	○
Reset	8		Apprentice Lineman	9 / 16	ROW in Kansas City KS	Minor electrical burns to both hands	○	○	○	◉	____ days	____ days	◉	○	○	○	○	○
Reset	9		Journeyman Lineman	9 / 17	ROW in Liberty MO	Minor electrical burns to both hands	○	◉	○	○	2 days	0 days	◉	○	○	○	○	○
Reset	10		Apprentice Lineman	11 / 25	ROW in Lathrop MO	Smashed left ring finger	○	○	◉	○	____ days	36 days	◉	○	○	○	○	○
						Page totals ▶	0	3	2	5	51	167	10	0	0	0	0	0
													(1)	(2)	(3)	(4)	(5)	(6)

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Add a Form Page

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 25

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	2	5
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
51	167
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	10	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Capital Electric Line Builders

Street: 7050 Ensign Drive

City: Parkville State: MO Zip: 64152

Industry description (*e.g., Manufacture of motor truck trailers*)

Outside Electrical Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 8 2 1 0

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 674

Total hours worked by all employees last year: 1,534,115.89

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Greg Darkenwald — President

Company executive — Title

Phone 816-389-4000 Date 1/20/2026

Reset

OSHA'S Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year: 2024

U.S. Department of Labor
Occupational Safety and Health

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Capital Electric Line Builders, LLC

City: Parkville State: MO

Identify the Person			Describe the case				Classify the case												
							Using these four categories, check ONLY the most serious result for each case				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness (M)						
(A) Case no.	(B) Employee's name	(C) Job Title (e.g. welder)	(D) Date of injury or onset of illness		(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		On job transfer or restriction	Away from work	Injury	Skin disorder	Respiratory condition	Poisoning	All other injuries	
			Month	Day			(G)	(H)	Job transfer or restriction (I)	Other record-able cases (J)	(K)	(L)	[1]	[2]	[3]	[4]	[5]	
1	[redacted]	Apprentice Lineman	1	11	8848 10th St. Great Bend KS.	Laceration to index finger using a pocket knife to cut a piece of tape				X		days	X					days
2		Groundman	6	5	ROW in Pittsburg KS	Laceration and puncture wound to back of right hand			X		7	days	X					days
3		Apprentice Lineman	6	14	ROW in Desoto KS	Foreign body in R eye				X		days	X					days
4		Journeyman Lineman	6	20	Wolf Creek Substation, Burlington KS.	Laceration to upper lip and cracked 2 front teeth				X		days	X					days
5		Groundman	8	29	811 Valley St Dayton Ohio	Heat related dehydration				X		days	X					days
6		Journeyman Lineman	9	20	Atlantic Substation Desoto KS	Contusion to left elbow exiting a skid steer		X			196	days	15	days	X				
7		Journeyman Lineman	10	29	26005 S State Highway, Bristow OK.	Fractured left foot		X			138	days	75	days	X				
8		Apprentice Lineman	11	7	Atlantic Substation Desoto KS	Laceration to left hand				X		days	X					days
9		Apprentice Lineman	12	31	ROW in Parkville MO	Fractured back of skull, Laceration to chin, and 3 cracked teeth		X				days	19	days	X				
												days		days					
												days		days					
												days		days					
												days		days					
												days		days					
												days		days					
												days		days					
						Page totals	0	3	1	5	341	days	109	days	9	0	0	0	0
															Injury [1]	Skin dis	Respir atory [3]	Poisoni [4]	All other [5]

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review instructions, search, and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution

Be sure to transfer these totals to the Summary Page (Form 300A) before you post it.

OSHA'S Form 300A

Log of Work-Related Injuries and Illnesses

Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Under the Log, count the individual entries you make for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or the equivalent. See 29CFR 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	1	5
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
341	109
(K)	(L)

Injury and Illness Types

Total number of (M)

(1) Injuries	9	(4) Poisonings	0
(2) Skin Disorders	0	(5) All other injuries	0
(3) Respiratory conditions	0		

Establishment Information

Your establishment name:
Capital Electric Line Builders, LLC

Street: 7050 Ensign Dr.
City: Parkville
State: MO **Zip** 64152

Industry description (e.g., Manufacturer of motor truck trailers).
Outside Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g. SIC 3715)
238210

Employment Information (If you don't have these figures, see the worksheet on the back of this page to estimate.)

Annual average number of employees. 638

Total hours worked by all employees last year 1,449,504

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Greg Spurlock — **President**

Company Executive — Title

816-389-4000 — 1/28/2025

Phone — Date

Post this Summary Page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for the collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send completed forms to this office.

OSHA'S Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employeehealth and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year: 2023

U.S . Department of Labor
Occupational Safety and Health

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Capital Electric Line Builders, LLC

City: Parkville State: MO

Identify the Person | Describe the case | Classify the case

(A) Case no.	(B) Employee's name	(C) Job Title (e.g. welder)	(D) Date of injury or onset of illness		(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Using these four categories, check ONLY the most serious result for each case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness (M)				
			Month	Day			Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other record-able cases (J)	On job transfer or restriction (K)	Away from work (L)	Injury [1]	Skin disorder [2]	Respiratory condition [3]	Poisoning [4]	All other injuries [5]
1		Journeyman Lineman	1	5	Benton Pole Yard, Benton KS.	Strained Right Knee		X			129 days	16 days	X				
2		Apprentice Lineman	1	23	5400 SE 2nd St. Tecumseh KS.	Fractured Right Ankle		X			111 days	41 days	X				
3		Apprentice Lineman	2	6	7534 Troost KCMO	Smashed R Big Toe				X	days	days	X				
4		Apprentice Lineman	2	21	13640 61st St. Shawnee KS	Pinched R Thumb				X	days	days	X				
5		Apprentice Lineman	3	27	167th St. Poplar St Gardner KS	Laceration to L Forearm				X	days	days	X				
6		Signal Tech	3	28	SR 4 & Farmersville West Carrolton Rd	Slight Fracture to Lower Vertebrea		X			28 days	26 days	X				
7		Groundman	4	13	151st & Pflumm Olathe KS	Pinched L Pinky Finger				X	days	days	X				
8		Journeyman Lineman	5	8	9330 Sunflower Rd. Desoto KS	Fractured bone in right hand			X		22 days	days	X				
9		Groundman	6	5	707 Wyoming Stree, Dayton OH, 45410	Burn to the right hand			X		13 days	days	X				
10		Apprentice Lineman	8	15	3514 Nicholson Ave Kansas City MO	Fractured Right Ankle			X		142 days	days	X				
11		Groundman	8	22	28700 W. 13th St Garden Plain KS	Heat Releated Illness				X	days	days	X				
12		Lineman	9	13	20315 S Gardner Rd Garnder KS	Puncture wound from dog bite				X	days	days	X				
13		Pre-Apprentice	10	6	Pole Yard - 1713 230th Ave Hays KS	Laceration to tip of left ring finger				X	days	days	X				
14		Apprentice Lineman	11	16	14505 NW Brink-Myer Rd Parkville MO	Laceration to Right Shin				X	days	days	X				
15		Apprentice Lineman	11	17	347th & Victory Rd Paola KS	Fractured shoulder blade and severed spine		X			days	180 days	X				
						Page totals	0	4	3	8	445 days	263 days	15	0	0	0	0
													Injury	Skin disorder	Respiratory condition	Poisoning	All other injuries
													[1]	[2]	[3]	[4]	[5]

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review instructions, search, and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution

Be sure to transfer these totals to the Summary Page (Form 300A) before you post it.

OSHA'S Form 300A

Log of Work-Related Injuries and Illnesses

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Under the Log, count the individual entries you make for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or the equivalent. See 29CFR 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	4	3	8
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
445	263
(K)	(L)

Injury and Illness Types

Total number of (M)

(1) Injuries	15	(4) Poisonings	0
(2) Skin Disorders	0	(5) All other injuries	0
(3) Respiratory conditions	0		

Establishment Information

Your establishment name:
Capital Electric Line Builders, LLC

Street: 7050 Ensign Dr.
City: Parkville
State: MO **Zip** 64152

Industry description (e.g., Manufacturer of motor truck trailers).
Outside Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g. SIC 3715)
238210

Employment Information (If you don't have these figures, see the worksheet on the back of this page to estimate.)

Annual average number of employees. 594

Total hours worked by all employees last year 1,331,713

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Greg Dankenwald — **President**
Company Executive — Title
816-389-4000 — 1/16/2024
Phone — Date

Post this Summary Page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for the collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send completed forms to this office.

OSHA'S Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year: 2022

U.S. Department of Labor
Occupational Safety and Health

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Capital Electric Line Builders Inc.

City: Parkville State: MO

Identify the Person					Describe the case	Classify the case										
						Using these four categories, check ONLY the most serious result for each case				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness (M)				
(A) Case no.	(B) Employee's name	(C) Job Title (e.g. welder)	(D) Date of injury or onset of illness		(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		On job transfer or restriction	Away from work	Injury	Skin disorder	Respiratory condition	Poisoning	All other injuries
			Month	Day			(G)	(H)	Job transfer or restriction (I)	Other record-able cases (J)	(K)	(L)	[1]	[2]	[3]	[4]	[5]
1	Robert Griffin	Journeyman Lineman	1	12	ROW @ 2705 NW Chipman Rd	Laceration to the top of his head				X	0 days	0 days	X				
2	Jackson Cole	Apprentice Lineman	3	15	ROW @ 200 E. 79th St.	Laceration to the left forearm				X	0 days	0 days	X				
3	Jesse Chancellor	Apprentice Lineman	6	14	ROW @ 1340 E. River Rd	Laceration to forehead				X	0 days	0 days	X				
4	Javen Shaw	Apprentice Lineman	6	15	ROW @ 20049 AR 102	Laceration to right wrist				X	0 days	0 days	X				
5	Jeremey Chadwick	Groundman	7	20	Johnson Dr. & Metcalf Lane KS.	Two broken bones in his left foot		X			14 days	96 days	X				
6	Charles Smith	Journeyman Lineman	8	30	East bound MO HWY 32 Near Bismarck MO	Laceration to left hand				X	0 days	0 days	X				
7	Matthew Tranbarger	Groundman	12	14	12811 Alhambra St. Leawood KS	Broken nose			X		7 days	0 days	X				
											days	days					
											days	days					
											days	days					
											days	days					
											days	days					
						Page totals	0	1	1	5	21 days	96 days	7	0	0	0	0

Be sure to transfer these totals to the Summary Page (Form 300A) before you post it.

Injury	Skin disorder	Respiratory condition	Poisoning	All other injuries
[1]	[2]	[3]	[4]	[5]

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review instructions, search, and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA'S Form 300A

Log of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Under the Log, count the individual entries you make for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or the equivalent. See 29CFR 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	5
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
21	96
(K)	(L)

Injury and Illness Types

Total number of (M)

(1) Injuries	7	(4) Poisonings	0
(2) Skin Disorders	0	(5) All other injuries	0
(3) Respiratory conditions	0		

Establishment Information

Your establishment name:
Capital Electric Line Builders, Inc.

Street: 7050 Ensign Dr.
City: Parkville
State: MO **Zip** 64152

Industry description (e.g., Manufacturer of motor truck trailers).
Outside Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g. SIC 3715)
238210

Employment Information (If you don't have these figures, see the worksheet on the back of this page to estimate.)

Annual average number of employees. 599

Total hours worked by all employees last year 1,362,938

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Greg Parkenwald **President**

Company Executive Title

816-389-4000 1/18/2023

Phone Date

Post this Summary Page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for the collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send completed forms to this office.

OSHA'S Form 300A

Log of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Under the Log, count the individual entries you make for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or the equivalent. See 29CFR 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	5	3	4
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
583	191
(K)	(L)

Injury and Illness Types

Total number of (M)

(1) Injuries	12	(4) Poisonings	0
(2) Skin Disorders	0	(5) All other injuries	0
(3) Respiratory conditions	0		

Establishment Information

Your establishment name:
Capital Electric Line Builders, Inc.

Street: 4400 NW Mattox
City: Riverside
State: MO **Zip** 64150

Industry description (e.g., Manufacturer of motor truck trailers).
Outside Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g. SIC 3715)
238210

Employment Information (If you don't have these figures, see the worksheet on the back of this page to estimate.)

Annual average number of employees. 626

Total hours worked by all employees last year 1,442,388

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Greg Darkenwald — **President**

Company Executive — Title

816-389-4000 — 1/13/2022

Phone — Date

Post this Summary Page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for the collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send completed forms to this office.

Add Title

Certification Name	Workers With Certifications
Bucket Truck Rescue	2
CELB Fleet Manual	100
Confined Spaces	2
CPR/AED	23
CPR/FA/AED	45
Defensive Driving	1
Driver's Training	100
EICA	10
Equal Potential Grounding & Bonding (EPZ)	40
ERailSafe	5
ET&D Best Practices	1
Fall Protection	99
First Aid	25
Forklift	2
Hazard Communication/GHS	98
HPI Follow-Up	1
HPI Introduction	99
HPI Tools - Peer Checking	10
NCCCO Certified	1
New Hire Orientation	115
OSHA 30 Hour Construction	3
OSHA Construction 10-Hour	6
OSHA ET&D 10 Hour	76
OSHA ET&D 20 Hour	13
Personal Protective Equipment	100
Pole Top Rescue	5
Pre-Job Briefing	100

April 28, 2026

Independence Power & Light

Hourly Labor Rates
Local Union: 53

Effective Period: 08/31/2025 - 08/29/2026

CLASSIFICATION	STRAIGHT TIME	OVERTIME	DOUBLE TIME
GENERAL FOREMAN	$127.04	$179.74	$232.45
FOREMAN	$122.09	$172.50	$222.93
JOURNEYMAN LINEMAN	$112.14	$157.98	$203.81
APPRENTICE - 7TH STEP	$102.21	$143.46	$184.72
APPRENTICE - 6TH STEP	$97.25	$136.20	$175.17
APPRENTICE - 5TH STEP	$92.29	$128.96	$165.63
APPRENTICE - 4TH STEP	$87.31	$121.68	$156.06
APPRENTICE - 3RD STEP	$82.36	$114.45	$146.54
APPRENTICE - 2ND STEP	$77.38	$107.17	$136.96
APPRENTICE - 1ST STEP	$72.41	$99.92	$127.41
OPERATOR	$102.40	$143.75	$185.08
BORE FOREMAN	$100.89	$141.53	$182.17
GROUNDMAN OSE	$86.03	$119.81	$153.60
GROUNDMAN	$74.07	$102.34	$130.60

The first 8 hours between the hours of 6:00 am and 5:30 pm Monday Through Friday will be billed at the straight time rate. All hours beyond that will be billed the overtime rate except that all hours worked on Sundays, holidays, and between the hours of midnight and 6:00 a.m. shall be paid at the double time rate. In addition, all hours worked in excess of 16 consecutive, unless broken by a minimum 8 hour rest period, shall be paid at the double time rate. All employees preforming work on on affected overhead or underground equipment following a storm or emergency event shall receive the overtime rate of pay for all hours worked, except that all hours worked on Sundays, holidays, and between the hours of midnight and 6:00 am shall be paid at the double time rate.

ALL INFORMATION PRESENTED HEREIN IS PROPRIETARY AND CONFIDENTIAL

	EQUIPMENT DESCRIPTION	CLASS CODE	BILL CODE	BILLING RATE	PER
1)	AERIAL BASKETS				
	TELESC. AERIAL LIFTS ≤ 45'	111	F4	$47.30	/ Hour
	TELESC. AERIAL LIFTS 46-65 FT	112	FE	$50.80	/ Hour
	TELESC. AERIAL LIFTS 66-85 FT	113	FF	$56.40	/ Hour
	TELESC. AERIAL LIFTS 86+ FT	114	FG	$135.00	/ Hour
	1 TON TRUCKS W LIFTS ≤ 40'	037	B8	$37.00	/ Hour
	BUCKET TRK 2WD 40-59 REACH	115	F5	$30.30	/ Hour
	BUCKET TRK AWD 40-59 REACH	116	F6	$30.30	/ Hour
	BUCKET TRK 2WD 60-75 REACH	117	F7	$68.10	/ Hour
	BUCKET TRK AWD 60-75 REACH	118	F8	$68.10	/ Hour
	BUCKET TRK 2WD 76-90 REACH	119	F9	$93.40	/ Hour
	BUCKET TRK AWD 76-90 REACH	120	G1	$93.40	/ Hour
	BUCKET TRK 2WD 91-110' REACH	121	G2	$104.50	/ Hour
	BUCKET TRK AWD 91-110' REACH	122	G3	$104.50	/ Hour
	BUCKET TRK TRACK MOUNTED	125	G6	$141.40	/ Hour
2)	LIFTS				
	FORKLIFT ROUGH TERRAIN	510	CO	$58.30	/ Hour
	FORKLIFT > 10000 LBS	513	CR	$78.00	/ Hour
	SKID STEERS	190	M4	$35.30	/ Hour
	HYD PNEUM BRKR ON SKID STEER	215	O2	$39.60	/ Hour
	HYDRAULIC POLE CLAW	197	FA	$6.60	/ Hour
	HYDRAULIC POLE PULLER	198	FB	$10.60	/ Hour
	ROCK DRILLS	237	P8	$12.50	/ Hour
3)	BACKHOES / FRONT-END LOADERS				
	MINI EXCAVATORS <12000 LBS	204	N2	$36.40	/ Hour
	BACKHOE FR END LDR RUBR TIRE	195	M7	$41.70	/ Hour
	BACKHOE FR END LDR TRACK	196	M8	$70.60	/ Hour
	EXCAVATORS 12-27999 LBS	205	FD	$75.60	/ Hour
	EXCAVATORS 28-40000 LBS	206	N4	$95.20	/ Hour
	BACKHOE FE LDR-RBR TR- 28K-50K	193	M6	$103.60	/ Hour
	BACKHOE FE LDR-RBR TR- >50K	194	ED	$127.90	/ Hour
	EXCAVATORS > 40000 LBS	207	N5	$141.10	/ Hour
	HYD PNEUM BRKR ON BACKHOE	216	O3	$52.80	/ Hour
	HYD PNEUM BRKR ON EXCAVATOR	217	O4	$99.00	/ Hour
4)	Hydraulic Cranes				
	TRUCK MTD CRANES 0-17 TON	090	E5	$48.80	/ Hour
	TRUCK MTD CRANES 18-31 TON	091	E6	$65.60	/ Hour
	TRUCK MTD CRANES > 31 TON	092	E7	$82.80	/ Hour
	TRUCK MTD CRANES > 40 TON	093	EE	$143.20	/ Hour
	KNUCKLE BOOM CRANE TRK MOUNTED	098	FH	$110.50	/ Hour
5)	Digger Derricks (With Augers)				
	DIG DERR 2WD 1AXLE ≤ 50' REACH	130	G9	$39.10	/ Hour
	DIG DERR AWD 1AXLE ≤ 50' REACH	131	H1	$39.10	/ Hour
	DIG DERR 2WD 2 AXLE >50 REACH	133	H3	$93.00	/ Hour
	DIG DERR AWD 2 AXLE >50 REACH	135	H5	$94.30	/ Hour
	DIGGER DERRICKS TRACK MACHINE	136	H6	$152.90	/ Hour
	MINI DERRICK	137	H7	$62.90	/ Hour
6)	Production Diggers (With Augers)				
	PRESSURE DIGGERS ≤ 20	140	H8	$92.70	/ Hour
	PRESSURE DIGGERS > 20' DEPTH	141	H9	$187.70	/ Hour
	EXC MTD LO DRILL MED	162	GB	$285.00	/ Hour
	EXC MTD LO DRILL LARGE	163	GC	$322.00	/ Hour
	Auger Teeth (Each)			$4.20	/ Each

ALL INFORMATION PRESENTED HEREIN IS PROPREITARY AND CONFIDENTIAL

	EQUIPMENT DESCRIPTION	CLASS CODE	BILL CODE	BILLING RATE	PER
7)	TRACTORS, CRAWLERS				
	TRACK TRACTORS ≤ D5	145	I2	$48.70	/ Hour
	TRACK TRACTORS D6 D7	149	I6	$81.90	/ Hour
	TRACK TRACTORS D6 D7 W SAG	151	I8	$81.90	/ Hour
	UTILITY / AG TRACTOR	200	N1	$70.60	/ Hour
8)	Trailers - Utility				
	TRAILER SM 1 AXLE <6000 LB	404 / 405	BB / BC	$7.20	/ Hour
	TRAILER ENCLOSED CARGO	412 / 413	BK / BL	$4.00	/ Hour
	TRAILER EQUIPMENT 6-25999 LB	406 / 407	BD / BE	$9.90	/ Hour
	TRAILER EQUIPMENT 26-69999 LB	408	BF	$13.20	/ Hour
	TRAILER EQUIPMENT >70000 LB	409	BG	$21.10	/ Hour
	TRAILER DUMP	438	CD	$9.20	/ Hour
	Trailers - Pole				
	TRAILER MATL POLE 1 AXLE	410	BI	$7.70	/ Hour
	TRAILER MATL POLE 2 AXLE	411	BJ	$8.80	/ Hour
	Trailers - Wire				
	TRAILER-REEL-HYD LIFT	419	BO	$6.60	/ Hour
	TRAILER SINGLE REEL	420	BP	$5.30	/ Hour
	TRAILER TRIPLE REEL	422	BR	$21.10	/ Hour
	TRAILER QUAD REEL	423	BS	$21.10	/ Hour
	TRAILER DUAL REEL	421	BQ	$21.10	/ Hour
	TRAILER REEL STANDS BRAKED	437	CC	$13.20	/ Hour
9)	Trenchers & Cable Plows				
	VIBRATORY PLOW RUBR TIRE < 50 HP	165	K2	$53.00	/ Hour
	VIBRATORY PLOW RUBR TIRE > 100 HP	171	K8	$95.30	/ Hour
	VIB PLOW TRACK >100 HP	172	K9	$132.20	/ Hour
	TRENCHER RUBR TR 50 - 100 HP	176	L2	$59.60	/ Hour
	TRENCHER TRACK ≤ 200 HP	178	L4	$144.10	/ Hour
	TRENCHER ROCK SAW > 100 HP	183	L9	$144.10	/ Hour
10)	Trucks				
	.5 TON PICKUP	014	B2	$14.20	/ Hour
	.75 AND 1 TON SINGLE AXLE PICK	015	B3	$17.40	/ Hour
	1 TON PICKUP DUAL REAR WH	028	B4	$21.10	/ Hour
	FLTBD 2WD 1 AXLE 1.5-2T	046 / 047	C4 / C5	$31.30	/ Hour
	FLTBD 2WD 2 AXLE >2T	050	C8	$37.00	/ Hour
	FLTBD AWD 2 AXLE >2T	052	D1	$48.80	/ Hour
	BOX TRUCK SINGLE AXLE	054	FH	$26.60	/ Hour
	BOX TRUCK TANDEM AXLE	055	FJ	$31.80	/ Hour
	MECHANIC 1 & 2 TON / FUEL / LUBE / WATER TRUCKS	040 / 041 / 043	B9 / C1 / C2	$43.80	/ Hour
	DUMP TRUCKS 3-7 YDS	061	D4	$39.20	/ Hour
	DUMP TRUCKS 7-12 YDS	062	D5	$58.00	/ Hour
	5TH WHL TRK TRACTORS 2 AXLE	081	E1	$57.70	/ Hour
	5TH WHL TRK TRACTORS ALL WD	082	E2	$70.80	/ Hour
	5th WHL TRK TRACTORS 2 AXLE CRANE	083	E3	$103.90	/ Hour
	FIBER SPLICING TRAILER	692	EA	$73.90	/ Hour
11)	Tunneling & Boring Equipment				
	DBE 10-24000 LB PULLBACK	232	P4	$91.90	/ Hour
	DBE 25-49000 LB PULLBACK	233	P5	$113.20	/ Hour
	DBE > 49000 LB PULLBACK	234	P6	$183.10	/ Hour
	ROCK DRILL DIR BORE EQUIP	238	P9	$46.20	/ Hour
	VACUUM EXCAVATOR TRAILER MTD	208	N6	$69.10	/ Hour
	VACUUM EXCAVATOR TRUCK MTD	210	N8	$246.60	/ Hour

	EQUIPMENT DESCRIPTION	CLASS CODE	BILL CODE	BILLING RATE	PER
12)	Wire Pullers				
	WIRE 4DR SKID MTD 1000 LB	341	W1	$23.60	/ Hour
	ROPE 1DR TRLR MTD OVHD 3000LB	306 / 307	S2 / S3	$67.20	/ Hour
	ROPE 4DR TRUCK / TRAILER MTD 3500 LB	349 / 353 / 356	W9 / X4 / X7	$81.70	/ Hour
	WIRE 3DR TRAILER MTD 10000 LB	330	U8	$198.30	/ Hour
	WIRE 3DR TRAILER MTD 20000 LB	331	U9	$269.80	/ Hour
	WIRE 1DR TRLR MTD OVHD 30000LB	305	S1	$154.30	/ Hour
	UND WIRE PLR <6000 LB TRL MTD	396	AV	$32.90	/ Hour
	UND WIRE PLR 10000 LB TRL MTD	398	AX	$52.00	/ Hour
	FIBER BLOWERS	655	DQ	$13.20	/ Hour
	PLR/TNSR V-GRV 10000 TRLR MTD	387	AM	$104.80	/ Hour
13)	Wire Tensioners				
	26" 1 RL 2000 LB TRAILER MTD	360	Y2	$26.40	/ Hour
	42" 1 RL 5000 LB TRAILER MTD	366	Y8	$36.80	/ Hour
	Single Conductor, 54" Bullwheels	391	AQ	$58.60	/ Hour
	60" 1 RL 10000LB TRAILER MTD	370	Z3	$98.20	/ Hour
	72" 1 RL 10000lb TRUCK MTD	373	Z6	$98.20	/ Hour
	60" BUNDLE 2 10000 TRK MTD	377	AA	$90.40	/ Hour
	72" BUNDLE 2 WIRE 10,000LB TRUCK MTD	379	AE	$136.60	/ Hour
14)	Miscellanous				
	AIR COMP 100-185 CFM	540	CZ	$17.10	/ Hour
	AIR COMP ≥ 186 CFM	541	DA	$98.80	/ Hour
	TRAILER ARROW BOARDS TRAFFIC	431	BW	$6.80	/ Hour
	ATVS MULES SNOWMOBILES	525	CU	$19.50	/ Hour
	SMALL GENERATORS 8000-25000	563	DN	$6.40	/ Hour
	ENGINE DRIVEN COMPACTORS	600	DO	$21.30	/ Hour
	PIPE BENDERS	660	DR	$33.00	/ Hour
	HYDRAULIC ANCHOR TESTER	668	FC	$13.20	/ Hour
	CONCRETE SAWS WALK BEHIND	680	DW	$18.70	/ Hour
	6" - 10" WIRE STRINGING BLOCK	701	EF	$4.10	/ Week
	12" - 22" WIRE STRINGING BLOCK	701	EG	$9.80	/ Week
	28" - 36" WIRE STRINGING BLOCK	701	EI	$30.10	/ Week
	28" - 36" BUNDLE WIRE STRINGING BLOCK	701	EJ	$81.80	/ Week
	HYDRAULIC POLE JACKING DEVICE	701	EK	$84.60	/ Week
	6' HEAVY DUTY HOT ARMS	701	EL	$8.20	/ Week
	8' x 16' COMPOSITE ACCESS MATS	701	EM	$27.10	/ Week
	SPACER BUGGIES	701	EN	$70.60	/ Week

1) Rates include fuel, oil, grease, normal maintenance, overhead and profit.

2) Rates do not include operator. Rates do not include delivery of equipment to or from jobsite.

3) The above equipment rates are based on current operational costs. In the event these prices increase substantially, the contractor reserves the right to escalate the above rates.

4) Sales tax to be applied to all equipment rates per applicable state sales tax laws.

5) Certificates of insurance shall be provided to client to cover replacement cost.

OSHA'S Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year: 2021

U.S. Department of Labor
Occupational Safety and Health

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Capital Electric Line Builders Inc.

City: Riverside State: MO

Identify the Person					Describe the case		Classify the case												
							Using these four categories, check ONLY the most serious result for each case				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness (M)						
							Death	Days away from work	Remained at work		On job transfer or restriction	Away from work	Injury	Skin disorder	Respiratory condition	Poisoning	All other injuries		
(A) Case no.	(B) Employee's name	(C) Job Title (e.g. welder)	(D) Date of injury or onset of illness Month	Day	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	(G)	(H)	Job transfer or restriction (I)	Other record-able cases (J)	(K)	(L)	[1]	[2]	[3]	[4]	[5]		
1		Apprentice Lineman	3	18	Burns Substation	Concussion, strained neck and back		X			days	3 days	X						
2		Groundman	4	6	435Hwy in KCMO	Laceration to right index finger				X	days	days	X						
3		Journeyman Lineman	4	14	Louisburg KS	Electrical Contact Burns to fingers on both hands		X			31 days	149 days	X						
4		Groundman	6	12	7609 Everett Ave. KCK	Laceration to right side forehead and above left eye brow				X	days	days	X						
5		Traffic Tech	6	24	Colerain Township 74 Hwy	Laceration to back of head			X		152 days	days	X						
6		Groundman	7	15	Lee's Summit MO.	Laceration to bottom lip and gum line				X	days	days	X						
7		Mechanic	8	12	4400 NW Mattox Road, Riverside MO	Smashed 3 fingers on his right hand			X		109 days	days	X						
8		Apprentice Lineman	8	26	Heartland Transmission Line	Allergic reaction to creosote pole			X		6 days	days	X						
9		Apprentice Lineman	8	27	Heartland Transmission Line	Twisted left knee				X	days	days	X						
10		Operator	10	7	Osage KS T-Line	Foreign Body in R Eye		X			days	3 days	X						
11		Journeyman Lineman	10	8	Hutchinson KS, Distrobution	Contusion to chest from being struck by a pole		X			110 days	31 days	X						
12		Journeyman Lineman	11	10	22857, Caledonia MO	Strained right pectoral muscle		X			175 days	5 days	X						
						Page totals	0	6	2	4	583 days	191 days	12	0	0	0	0		

Be sure to transfer these totals to the Summary Page (Form 300A) before you post it.

Injury	Skin disorder	Respiratory condition	Poisoning	All other injuries
[1]	[2]	[3]	[4]	[5]

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review instructions, search, and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

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

REQUEST FOR PROPOSAL #26009

LINE CREW SUPPORT SERVICES FOR INDEPENDENCE POWER & LIGHT (IPL)

ATTENTION PROPOSER – COMPLETE AND RETURN WITH PROPOSAL

Proposing Firm Capital Electric Line Builders, LLC Phone 816-389-4000
(Please print or type)

Address 7050 Ensign Drive City Parkville State MO Zip 64152

Name of Authorized Agent Colby Atwell Email celb@capitalelectric.com

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

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

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

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

Line Crew Support Services for Independence Power & Light (IPL)
Request for Proposal (RFP) #26009

Proposed RFP Schedule

These dates and times are subject to change:

Issue RFP	April 2, 2026
Deadline for questions	April 22, 2026, 5:00 p.m. local time
Proposals due	April 28, 2026, 5:00 p.m. local time
Evaluation	April 29 – May 13, 2026

Structure of the RFP
For the convenience of the proposer, this RFP is structured as follows:

Section 1 – Introduction
Section 2 – Intent and Objectives
Section 3 – Scope of Services
Section 4 – Performance Expectations
Section 5 – Proposal Requirements
Section 6 – Contract Term
Section 7 – Evaluation Criteria
Section 8 – Submission Instructions
Section 9 – Evaluation Process
Section 10 – Right of Protest
Section 11 – Terms and Conditions
Attachment 1 – Insurance Requirements
Attachment 2 – Affidavit of Non-Conflict of Interest and Non-Collusion
Attachment 3 – Affidavit of Anti-Discrimination against Israel Act
Attachment 4 – Affidavit of Acceptance of Missouri Prevailing Wage
Attachment 5 – Affidavit of Completion of OSHA Construction Safety Program
Attachment 6 – Immigration/E-verify Affidavit
Attachment 7 – Contract for Services

Line Crew Support Services for Independence Power & Light (IPL)
Request for Proposal (RFP)#26009

1. INTRODUCTION

The City of Independence, Missouri ("City"), on behalf of Independence Power & Light (IPL), invites sealed proposals from qualified firms to provide comprehensive **line crew support services** for IPL's electric utility operations. The selected contractor(s) will supplement IPL's internal workforce and support ongoing system maintenance, construction, emergency response, and capital improvement programs.

This RFP seeks firms capable of providing **union-represented line crews** with demonstrated experience in electric utility operations and the ability to safely perform work on transmission, sub-transmission, and distribution systems.

The City intends to award one or more contracts for an initial term of three (3) years, with the option to extend based on performance, operational needs, and City approval.

2. INTENT AND OBJECTIVES

IPL intends to establish a long-term, performance-based partnership with qualified contractors to:

- Supplement internal line crews to meet operational demands
- Support capital improvement schedules and customer-driven projects
- Enhance system reliability and responsiveness
- Ensure rapid response capability for outages, storm events, and emergencies
- Provide scalable resources to address fluctuating workload demands

This RFP is issued to create a competitive, transparent procurement process for services previously secured through temporary or sole-source arrangements.

3. SCOPE OF SERVICES

3.1 General Requirements

The contractor shall provide up to five (5) qualified line crews, based on IPL's needs and work volume, to perform work across IPL's transmission, sub-transmission, and distribution systems. Crews must be capable of performing a full range of utility construction, maintenance, and operational tasks, including but not limited to:

- Transmission, sub-transmission, and distribution line construction and maintenance
- Overhead line work including pole replacements, conductor installation, structural upgrades, and associated appurtenances
- Underground line work including cable installation, fault repair, splicing, terminations, and system extensions
- Directional boring and trenchless conduit installation, including restoration activities
- System upgrades and reliability improvements
- Customer service projects and service extensions
- Support of capital improvement projects and scheduled system enhancements
- New business and infrastructure development coordination

All crews must be capable of working interchangeably on overhead and underground assignments as directed by IPL.

3.2 Dock Crews and Daily Operations

Contractor shall provide dedicated dock crews that:

- Report to IPL-designated facilities for daily assignments
- Coordinate directly with IPL supervisors, dispatch, and system operations

- Remain available for reassignment based on evolving operational needs
- Follow IPL procedures, schedules, and communication protocols

Dock crews shall be capable of executing both scheduled and unscheduled work assignments with flexibility and efficiency.

3.3 After-Hours, Trouble Work, and Storm Response

Contractor must provide:

- 24/7 on-call availability
- Rapid mobilization for after-hours emergencies
- Crews for trouble calls and urgent repairs
- Full response capability for storm restoration and major event incidents
- Support for mutual aid events when requested

Contractor crews must be able to safely operate extended shifts and comply with all safety standards during emergency operations.

3.4 Union Workforce Requirement

All personnel assigned to IPL under this agreement must be represented by an organized labor union such as IBEW or equivalent. Crews must consist of properly classified journeymen, apprentices, and support personnel with verifiable experience in utility line work. The contractor shall provide documentation of union affiliation upon request.

3.5 Safety and Compliance

The contractor must:

- Maintain an active and documented safety program
- Comply with all applicable OSHA standards and federal, state, and local regulations
- Participate in IPL safety briefings and job hazard analysis processes
- Adhere to IPL switching, clearance, tagging, and lockout procedures
- Provide annual safety performance metrics including EMR and OSHA records
- Immediately report all incidents, accidents, or near-misses to IPL

Failure to meet IPL safety standards may result in suspension or termination of services.

3.6 Equipment Requirements

Contractors shall provide all tools, vehicles, and equipment necessary to perform work safely and efficiently, including but not limited to:

- Bucket trucks and digger derricks
- Line trucks and support vehicles
- Directional boring equipment
- Cable handling and pulling equipment
- Specialty tools and safety equipment
- Personal Protective Equipment for all personnel

All equipment must be maintained in accordance with industry safety standards and be subject to inspection by IPL.

4. PERFORMANCE EXPECTATIONS

Contractor(s) must:

- Meet IPL project timelines and work schedules
- Support customer requirements and capital construction commitments
- Maintain consistent staffing and workforce continuity
- Provide accurate daily reports, time sheets, and documentation
- Demonstrate professional conduct with IPL personnel and customers
- Coordinate effectively with IPL field and engineering staff

Repeated failures to meet performance standards may result in contract termination.

5. PROPOSAL REQUIREMENTS

Proposals shall include the following:

5.1 Company Qualifications

- Company history and years in utility construction services
- Organizational structure and management approach
- Union affiliation documentation
- Proposed staffing plan and crew structure

5.2 Experience

- Relevant project experience for utilities of similar size
- Storm response and emergency restoration experience
- References (minimum of three)

5.3 Equipment Inventory

- List of equipment to be dedicated to IPL
- Backup equipment availability
- Equipment maintenance procedures

5.4 Safety Program

- EMR for past five (5) years
- OSHA 300 logs for past five (5) years
- Safety training and certification records
- Safety management approach and protocols

5.5 Pricing Structure

- Hourly labor rates
- Equipment rental rates
- Overtime, standby, and emergency rates
- Mobilization and travel charges
- Any surcharges or additional fees

Pricing must remain firm for the contract duration unless approved by the City.

6. CONTRACT TERM

The City intends to award a three (3) year agreement, with optional extensions based on performance and funding availability.

7. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Qualifications and technical capability – 30%
- Union workforce stability and experience – 15%
- Safety program and performance – 20%
- Pricing and cost competitiveness – 20%
- Equipment capabilities – 10%
- References and past performance – 5%

Proposals shall be evaluated on these criteria. The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information, if it is not included in the proposer's original proposal. Failure to provide such information may have an adverse impact on the evaluation of the proposer's proposal.

8. SUBMISSION INSTRUCTIONS

Proposals must be received by the date and time stated on page 2, through www.publicpurchase.com. The proposer shall submit, at a minimum, the following information and documents as part of the proposal:

A. Cover sheet, completed
B. Letter of intent/introduction from proposer
C. Affidavits, completed and notarized
D. Response to the requirements in this RFP
E. Contract for Professional Services (attached), completed and signed, or list of exceptions or respondent offered contract for consideration to be negotiated. The city is under no obligation to accept respondents exceptions to terms and conditions or contract.

Proposals will not be accepted after the deadline for submission, regardless of the reason. Any exceptions to the RFP must be submitted as part of the proposal. Firms selected for award will be required to provide proof of insurance and City of Independence business license as stipulated herein.

9. EVALUATION PROCESS

The City will deem a proposal nonresponsive when critical information is lacking, or the submission represents a major deviation from the requirements of the RFP. Minor omissions or informalities may be waived at the sole option and discretion of the City. The City also reserves the right to reject any and all proposals, make no award, or make multiple awards as a result of this solicitation. Responsive proposals will be evaluated in the following manner:

A. An evaluation team will review and rank all proposals individually according to the criteria established in this RFP. The team may contact proposers if any clarification is needed on the proposal.
B. Proposers whose proposals are ranked the highest by the evaluation committee may be asked to participate in an interview and demonstration process to ensure a mutual understanding of the City's requirements and the proposal. However, the committee may decide that interviews or demonstrations are not necessary and make recommendation for award based on the information provided in the proposal. Interviews and demonstrations will be scored by the evaluation team based on criteria developed by the team during the evaluation process.
C. The firm that provides the City with the best value based on the established evaluation criteria will be recommended for approval. Procurement in excess of $100,000 require City Council approval prior to award.
D. In accordance with federal, state and local laws, the proposal documents will be available for public review following: rejection of all proposals; posting of the Notice of Intent to Award; execution of the contract or purchase order.

10. RIGHT OF PROTEST

A Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com for procurements in excess of $100,000. Any protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor www.publicpurchase.com shall be responsible for directly notifying proposer of the Notice of Intent to Award. Protests must be received in the office of the Procurement Manager and must contain the company name, address, phone number and signature of the authorized representative; solicitation number; a detailed statement describing the grounds for the protest; and supporting evidence or documents to substantiate the claim. The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

11. TERMS AND CONDITIONS

The selected contractor must comply with all City procurement requirements, including but not limited to:

- Insurance and bonding requirements
- Equal Employment Opportunity policies
- Non-discrimination clauses
- City safety regulations
- Governing law provisions

Full contract terms will be included in the final agreement.

A. COMPENSATION

The City shall pay the successful proposer an amount not to exceed the amount stated in the fee schedule included in the proposer's proposal. Regular (e.g. monthly) invoices shall be submitted by the successful proposer to the City for payment of services performed and expenses incurred. Invoices shall indicate the hours expended for each person, the total labor billing, and a summary of other expenses and charges with supporting documentation. Payment will be made by the City within thirty (30) days of receipt of invoice. Payment with the City's credit card is the preferred method of payment, provided no processing fees are assessed. If proposer will not accept the City's credit card, payment will be made via check on a Net 30 basis. The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Successful proposer shall not include any sales or use taxes on transactions between the successful proposer and City.

B. VENDOR SELF SERVICE (VSS)

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

C. PERMITS AND LICENSES

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

D. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by successful proposer as part of the services shall become the property of City, provided, however, that successful proposer shall have 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.

E. CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

Either party may request changes within the general scope if a contract is awarded. If a requested change causes an increase or decrease in the price or time required to perform the contract, City and

successful proposer 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 written modification.

F. STANDARD OF CARE
Successful proposer 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.

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

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

H. INSURANCE
See attached Insurance Requirements.

I. SHIPPING, TITLE, AND RISK OF LOSS
All sales and deliveries are F.O.B. City.

J. DELAY IN PERFORMANCE
Neither City nor successful proposer shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. 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 successful proposer as required. Should 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 the contract.

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

The contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to contractor.

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

M. SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of the contract or the occurrence of any event that renders any portion or provision of the contract void shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the contract, and the balance of the 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 the 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 section shall not prevent the entire contract from being void if a provision, which is of the essence of this contract, be determined void.

N. SUCCESSORS AND ASSIGNS
City and successful proposer 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 the contract.

O. ASSIGNMENT
Neither City nor successful proposer shall assign any rights or duties under the 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 the contract.

P. THIRD PARTY RIGHTS
Nothing in this document shall be construed to give any rights or benefits to anyone other than City and successful proposer.

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

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

S. EQUAL EMPLOYMENT OPPORTUNITY
During the performance of this contract or purchase order, the successful proposer agrees:
Not to discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The successful proposer 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 successful proposer 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.

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

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

To 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.

To 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 the successful proposer is not compliant 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 proposer 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 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The successful proposer will take such action with respect to any sub-contractor or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an successful proposer becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the department, the successful proposer may request the United States to enter into such litigation to protect the interest of the United States.

T. ANTI-DISCRMINATION 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.

U. GOVERNING LAW

Contracts shall be governed by the laws of the State of Missouri. The City and the successful proposer agree that the performance of a contract will be deemed to have occurred in the State of Missouri and

that successful proposer's performance under the contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under the contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the successful proposer submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

V. MISSOURI SUNSHINE LAW

The proposer acknowledges and agrees that the City is bound by the Missouri Open Records Law (Sunshine Law) and cannot protect information for the sole reason that it is marked "confidential" or "proprietary". All information submitted in response to this RFP shall be available for public review in accordance with all federal, state and local laws after: 1) posting of the Notice of Intent to Award; 2) a contract has been executed; or 3) all proposals have been rejected. Requests must be submitted in writing to the Procurement Manager, City of Independence

W. COMMUNICATIONS

Any communication shall be made in writing to the authorized representative at the address specified below on the cover page of the proposal response. Communications with the City shall be to Procurement Manager, 111 E. Maple, Independence, MO 64050. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of successful proposer and City.

X. SEPARATE CONTRACTS

City and successful proposer 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.

Y. ENTIRE CONTRACT

A contract resulting from this solicitation and successful proposer's proposal represents the entire agreement between the City and successful proposer. All previous or contemporaneous agreements, representations, promises and conditions relating the successful proposer's services described herein are superseded.

Z. PRECEDENCE OF DOCUMENTS

The RFP including the terms and conditions, the successful proposer's proposal, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order or contract shall take precedence over the RFP and the RFP shall take precedence over the proposer's proposal.

INSURANCE REQUIREMENTS
Professional Services

Service Provider agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from an insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VIII" financial rating, unless otherwise agreed to by the City. All policies shall be on an occurrence basis unless otherwise agreed and cover sub-contractors and independent contractors performing work on behalf of Service Provider under this Agreement. Service Provider shall provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) shall be filed with the City prior to commencement of any work.

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

Limits -	
Each Claim:	$1,000,000
General Aggregate:	$1,000,000

Commercial General Liability: The City shall be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance.

Limits -	
Each Occurrence:	$1,000,000
Personal & Advertising Injury:	$1,000,000
Products/Completed Operations Aggregate:	$1,000,000
General Aggregate:	$2,000,000

Automobile Insurance: Policy shall protect Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
Any Auto; OR
All Owned Autos; Hired Autos; and Non-Owned Autos

Notwithstanding the foregoing, should Service Provider not own any automobiles, the automobile liability requirements shall be amended to allow Consulting to maintain only Hired and Non-Owned Auto protection.

Limits -	
Each Accident;	
Bodily Injury and Property Damage:	$1,000,000

Worker's Compensation: The insurance shall protect Service Provider against all claims under applicable state Worker's Compensation laws. Service Provider shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable. Coverage shall extend to include the "All States" endorsement.

Employer's Liability (Provision under the WC program):

Limits -	
Bodily Injury by Accident:	$100,000 Each Accident
Bodily Injury by Disease:	$500,000 Policy Limit
Bodily Injury by Disease:	$100,000 Each Employee

Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Service Provider nor has the City assessed the risk that may be applicable to Service Provider. Service Provider shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. Any deviation from the requirements set forth in this Insurance section may be allowed by the City Risk Manager subject to the City Legal Department's review and approval.

INDEMNITY

Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

Indemnification and Hold Harmless: For purposes of this Agreement, Contractor agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
Comply: X Exception:

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, respondent acknowledges that is has read and understand the insurance requirements for the proposal. Respondent also understand that the certificate of required insurance must be submitted within fifteen (15) days following the notification of award. No final contract will be signed by the City until all Certificate of Insurance are received and meet the minimums noted herein.

RFP: #26009 - Line Crew Support Services for Independence Power & Light (IPL)

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Platte)

Colby Atwell of the City of Parkville

_____, County of Platte, State of Missouri,

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

1. That I am the Sr. Vice President (Title of Affiant) of

   Capital Electric Line Builders, LLC (Name of Proposer)
   and

   have been authorized by said proposer to make this affidavit on the proposer's behalf;

2. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City employee is financially interested in what the proposer is offering to sell to the City pursuant to this RFP, nor is the proposer a City employee or board member whose proposal creates a conflict of interest. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit proposals or the selection of the successful proposer;

3. Proposer has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this RFP; and

4. Proposer is responsible for submitting with his or her proposal a record of any discussion with a Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any other City employee regarding this RFP; and

5. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

Capital Electric Line Builders, LLC (Name of Proposer)

By: _____ (Signature of Affiant)

Sr. Vice President (Title of Affiant)

Subscribed and sworn to before me this 28 day of April, 2026.

Heidi Sandra Wolfgang

(SEAL)

NOTARY PUBLIC in and for the County of Jackson

State of Missouri

My commission expires:

HEIDI SANDRA WOLFGANG
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 25318880
My Commission Expires 09-16-2029

Respondent is requested to return affidavit with proposal

AFFIDAVIT
ACCEPTANCE OF ANTI-DISCRIMINATION AGAINST ISRAEL ACT

STATE OF Missouri)
) SS.
COUNTY OF Platte)

Colby Atwell of the City of Parkville

_____, County of Platte, State of Missouri,

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

1. That I am the Sr. Vice President (Title of Affiant) of

   Capital Electric Line Builders, LLC (Name of Bidder) and have been authorized by said bidder to make this affidavit on the bidder's behalf;

2. Per Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act, Contractor hereby certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; and

Capital Electric Line Builders, LLC (Name of Bidder)

By: _____ (Signature of Affiant)

Sr. Vice President (Title of Affiant)

Subscribed and sworn to before me this 28 day of April, 2026.

Heidi Sandra Wolfgang

(SEAL)

NOTARY PUBLIC in and for the County of Jackson

State of Missouri

My commission expires:

HEIDI SANDRA WOLFGANG
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 25318880
My Commission Expires 09-16-2029

Respondent is requested to return affidavit with proposal

AFFIDAVIT
ACCEPTANCE OF MISSOURI PREVAILING WAGE

STATE OF Missouri)
) SS.
COUNTY OF Platte)

Colby Atwell of the City of Parkville

, County of Platte , State of Missouri ,

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

1. That I am the Sr. Vice President (Title of Affiant) of

Capital Electric Line Builders, LLC (Name of Bidder) and have been authorized by said bidder to make this affidavit on the bidder's behalf;

2. Bidder understands and acknowledges that acceptance of the state of Missouri Prevailing Wage Rate Requirements in accordance with the Missouri Department of Labor and Industrial Relations is required in order to be considered for award of this solicitation; and

Capital Electric Line Builders, LLC (Name of Bidder)

By: (Signature of Affiant)

Sr. Vice President (Title of Affiant)

Subscribed and sworn to before me this 28 day of April, 2026.

Heidi Sandra Wolfgang

(SEAL)

NOTARY PUBLIC in and for the County of Jackson

State of Missouri

My commission expires:

HEIDI SANDRA WOLFGANG
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 25318880
My Commission Expires 09-16-2029

Respondent is requested to return affidavit with proposal

AFFIDAVIT OF COMPLETION OF OSHA CONSTRUCTION SAFETY PROGRAM

STATE OF Missouri

COUNTY OF Platte

I, Colby Atwell, do hereby authenticate that I am a duly authorized agent of Capital Electric Line Builders, LLC and I have all requisite power and authority to execute and deliver this Affidavit and am competent to testify to the matters stated herein on behalf of Capital Electric Line Builders, LLC.

_____ has provided a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program for employees that have not previously completed the required program and, and will require all employees who have not previously completed the required program to complete the program within sixty days (60) of beginning work on any construction project for the City of Independence, Missouri.

Any employee found on a work site subject to this section without documentation of the successful completion of the course required under Missouri Revised Statute 292.675 shall be afforded twenty days to produce such documentation before being subject to removal from the project.

The contractor shall forfeit as a penalty to the City of Independence two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The City of Independence shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract.

By: _____

Colby Atwell
Printed Name

Capital Electric Line Builders, LLC
Company

Subscribed and sworn to before me this 28 day of April, 2026

Heidi Sandra Wolfgang
Notary Public

My Commission Expires: 09/16/2029

HEIDI SANDRA WOLFGANG
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 25318880
My Commission Expires 09-16-2029

Respondent is requested to return affidavit with proposal

IMMIGRATION/E-VERIFY AFFIDAVIT

LONG FORM

STATE OF MISSOURI)
) ss
COUNTY OF Platte)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:
Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:
Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:
A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:
An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

1. My name is Colby Atwell (Printed Name) and I am currently the (Title) of Sr. Vice President of Capital Electric Line Builders, LLC (Business Name) (hereinafter "Contractor"), whose business address is 7050 Ensign Drive Parkville, MO 64152, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the services contracted between Contractor and City of Independence.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services between Contractor and City of Independence.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding: 1. A valid, completed copy of the first page identifying the Contractor; and 2. A valid copy of the signature page completed and signed by the Contractor and the Department of Homeland Security
– Verification Division.

ACKNOWLEDGEMENT:
I have the authority to sign this document and have read and understand the affidavit. I further certify the compliance with all requirements stated therein.

Signature, Affiant

Colby Atwell
Printed Name, Affiant

4/28/2026
Date

Subscribed and sworn to before me this 28 day of April, 2026

Heidi Sandra Wolfgang
Notary Public

My Commission Expires:
09/16/2029

HEIDI SANDRA WOLFGANG
(Printed Name)

HEIDI SANDRA WOLFGANG
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 25318880
My Commission Expires 09-16-2029

Respondent is requested to return affidavit with proposal

CONTRACT FOR SERVICES

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, _____Capital Electric Line Builders, LLC_____, a ___LLC_____
(individual/partnership/LLC/Corporation/other entity type) (hereinafter called contractor).

W I T N E S S E T H:
WHEREAS, City requires _____Capital Electric Line Builders, LLC_____ services and,
WHEREAS, Contractor is prepared to provide said services and shall give consultation and advice to City during the performance of said services;
NOW THEREFORE, City and Contractor in consideration of the mutual covenants contained in this contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE
The effective date of this contract shall be _____.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR
Contractor shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, Contractor's proposal, and pricing.

ARTICLE 3 – PERIOD OF SERVICE
The services shall be completed by_____.

ARTICLE 4 – COMPENSATION
For services performed, the City shall pay the Contractor, an amount not to exceed the pricing proposed in the solicitation response, which is incorporated herein by this reference.

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

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

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

ARTICLE 5 – PERMITS AND LICENSES
The Contractor shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Contractor will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all sub-contractors. The Contractor must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided herein, documents, drawings, and specifications prepared by Contractor as part of the services shall become the property of City, provided Contractor has the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT
Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, City and Contractor will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

ARTICLE 8 – STANDARD OF CARE
Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

ARTICLE 9– LIABILITY AND INDEMNIFICATION
Having considered the potential liabilities that may exist during the performance of this contract and the Contractor's fee, and in consideration of the mutual covenants contained in the contract, City and Contractor agree to allocate and limit such liabilities in accordance with this article.

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

ARTICLE 10 – INSURANCE
Professional Services
Service Provider agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from an insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VIII" financial rating, unless otherwise agreed to by the City. All policies shall be on an occurrence basis unless otherwise agreed and cover sub-contractors and independent contractors performing work on behalf of Service Provider under this Agreement. Service Provider shall provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) shall be filed with the City prior to commencement of any work.

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

Each Claim:	$1,000,000
General Aggregate:	$1,000,000

Commercial General Liability: The City shall be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance.
Limits -

Each Occurrence:	$1,000,000
Personal & Advertising Injury:	$1,000,000
Products/Completed Operations Aggregate:	$1,000,000
General Aggregate:	$2,000,000

Automobile Insurance: Policy shall protect Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
Any Auto; OR
All Owned Autos; Hired Autos; and Non-Owned Autos

Notwithstanding the foregoing, should Service Provider not own any automobiles, the automobile liability requirements shall be amended to allow Consulting to maintain only Hired and Non-Owned Auto protection.

Limits -
Each Accident;
Bodily Injury and Property Damage: $1,000,000

Worker's Compensation: The insurance shall protect Service Provider against all claims under applicable state Worker's Compensation laws. Service Provider shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable. Coverage shall extend to include the "All States" endorsement.

Employer's Liability (Provision under the WC program):
Limits -

Bodily Injury by Accident:	$100,000 Each Accident
Bodily Injury by Disease:	$500,000 Policy Limit
Bodily Injury by Disease:	$100,000 Each Employee

Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Service Provider nor has the City assessed the risk that may be applicable to Service Provider. Service Provider shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. Any deviation from the requirements set forth in this Insurance section may be allowed by the City Risk Manager subject to the City Legal Department's review and approval.

INDEMNITY
Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

Indemnification and Hold Harmless: For purposes of this Agreement, Contractor agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
Comply: Exception:

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS
By signing its proposal, respondent acknowledges that is has read and understand the insurance requirements for the proposal. Respondent also understand that the certificate of required insurance must be submitted within fifteen (15) days following the notification of award. No final contract will be signed by the City until all Certificate of Insurance are received and meet the minimums noted herein.

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS
All sales and deliveries are F.O.B. City.

ARTICLE 12 – DELAY IN PERFORMANCE
Neither City nor Contractor shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

ARTICLE 13 – TERMINATION
City may terminate or suspend performance of this contract for City's convenience upon written notice to Contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay Contractor for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to Contractor's compensation.

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

ARTICLE 14– WAIVER
A waiver by either City or Contractor of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 15 – SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire contract from being void if a provision which is of the essence of this contract be determined void.

ARTICLE 16 – SUCCESSORS AND ASSIGNS
City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

ARTICLE 17 – ASSIGNMENT
Neither City nor Contractor shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

ARTICLE 18– THIRD PARTY RIGHTS
Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 19– INDEPENDENT CONTRACTORS
Each party shall perform its activities and duties hereunder only as an independent Contractor.
The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 20– AUDIT
Contractor agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the Contractor involving transactions related to this contract.

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

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

ARTICLE 23 – GOVERNING LAW

This contract shall be governed by the laws of the State of Missouri. The City and the Contractor agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that Contractor's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and

the Contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

ARTICLE 24 – COMMUNICATIONS
Any communication required by this contract to the Contractor shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be sent to: City of Independence, Attn: Procurement Division, 111 E Maple Avenue, Independence, MO 64050 and also by email to purchasing@indepmo.org.

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

ARTICLE 25 – SEPARATE CONTRACTS
City and Contractor each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

ARTICLE 26 – ENTIRE CONTRACT
This contract represents the entire agreement between the City and Contractor. All previous or contemporaneous agreements, representations, promises and conditions relating the Contractor's services described herein are superseded. The RFP including the terms and conditions, the Contractor's response and written proposal, and purchase order (where applicable) shall constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the Contractor's response and written proposal.

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

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

City	**Contractor**
By_____	By Colby Atwell Digitally signed by Colby Atwell DN: C=US, E=colby.atwell@capitalelectric.com, O="Capital Electric Line Builders, LLC", OU=Transmission & Distribution, CN=Colby Atwell Reason: I am approving this document Date: 2026.05.28 14:32:49-05'00'
	Title President
Date _____	Date 5/28/2026

INDEPENDENCE
* MISSOURI *

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

REQUEST FOR PROPOSAL #26009

LINE CREW SUPPORT SERVICES FOR INDEPENDENCE POWER & LIGHT (IPL)

ATTENTION PROPOSER – COMPLETE AND RETURN WITH PROPOSAL

Proposing Firm J.F. Electric, Incorporated Phone 618-797-5353
(Please print or type)

Address 100 Lakefront Parkway City Edwardsville State IL Zip 62025

Name of Authorized Agent Darran V. Ayres Email DarranA@JFElectric.com

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

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

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

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

Line Crew Support Services for Independence Power & Light (IPL)
Request for Proposal (RFP) #26009

Proposed RFP Schedule

These dates and times are subject to change:

Issue RFP	April 2, 2026
Deadline for questions	April 22, 2026, 5:00 p.m. local time
Proposals due	April 28, 2026, 5:00 p.m. local time
Evaluation	April 29 – May 13, 2026

Structure of the RFP
For the convenience of the proposer, this RFP is structured as follows:

Section 1 – Introduction
Section 2 – Intent and Objectives
Section 3 – Scope of Services
Section 4 – Performance Expectations
Section 5 – Proposal Requirements
Section 6 – Contract Term
Section 7 – Evaluation Criteria
Section 8 – Submission Instructions
Section 9 – Evaluation Process
Section 10 – Right of Protest
Section 11 – Terms and Conditions
Attachment 1 – Insurance Requirements
Attachment 2 – Affidavit of Non-Conflict of Interest and Non-Collusion
Attachment 3 – Affidavit of Anti-Discrimination against Israel Act
Attachment 4 – Affidavit of Acceptance of Missouri Prevailing Wage
Attachment 5 – Affidavit of Completion of OSHA Construction Safety Program
Attachment 6 – Immigration/E-verify Affidavit
Attachment 7 – Contract for Services

Line Crew Support Services for Independence Power & Light (IPL)
Request for Proposal (RFP)#26009

1. INTRODUCTION

The City of Independence, Missouri ("City"), on behalf of Independence Power & Light (IPL), invites sealed proposals from qualified firms to provide comprehensive **line crew support services** for IPL's electric utility operations. The selected contractor(s) will supplement IPL's internal workforce and support ongoing system maintenance, construction, emergency response, and capital improvement programs.

This RFP seeks firms capable of providing **union-represented line crews** with demonstrated experience in electric utility operations and the ability to safely perform work on transmission, sub-transmission, and distribution systems.

The City intends to award one or more contracts for an initial term of three (3) years, with the option to extend based on performance, operational needs, and City approval.

2. INTENT AND OBJECTIVES

IPL intends to establish a long-term, performance-based partnership with qualified contractors to:

- Supplement internal line crews to meet operational demands
- Support capital improvement schedules and customer-driven projects
- Enhance system reliability and responsiveness
- Ensure rapid response capability for outages, storm events, and emergencies
- Provide scalable resources to address fluctuating workload demands

This RFP is issued to create a competitive, transparent procurement process for services previously secured through temporary or sole-source arrangements.

3. SCOPE OF SERVICES

3.1 General Requirements

The contractor shall provide up to five (5) qualified line crews, based on IPL's needs and work volume, to perform work across IPL's transmission, sub-transmission, and distribution systems. Crews must be capable of performing a full range of utility construction, maintenance, and operational tasks, including but not limited to:

- Transmission, sub-transmission, and distribution line construction and maintenance
- Overhead line work including pole replacements, conductor installation, structural upgrades, and associated appurtenances
- Underground line work including cable installation, fault repair, splicing, terminations, and system extensions
- Directional boring and trenchless conduit installation, including restoration activities
- System upgrades and reliability improvements
- Customer service projects and service extensions
- Support of capital improvement projects and scheduled system enhancements
- New business and infrastructure development coordination

All crews must be capable of working interchangeably on overhead and underground assignments as directed by IPL.

3.2 Dock Crews and Daily Operations

Contractor shall provide dedicated dock crews that:

- Report to IPL-designated facilities for daily assignments
- Coordinate directly with IPL supervisors, dispatch, and system operations

- Remain available for reassignment based on evolving operational needs
- Follow IPL procedures, schedules, and communication protocols

Dock crews shall be capable of executing both scheduled and unscheduled work assignments with flexibility and efficiency.

3.3 After-Hours, Trouble Work, and Storm Response

Contractor must provide:

- 24/7 on-call availability
- Rapid mobilization for after-hours emergencies
- Crews for trouble calls and urgent repairs
- Full response capability for storm restoration and major event incidents
- Support for mutual aid events when requested

Contractor crews must be able to safely operate extended shifts and comply with all safety standards during emergency operations.

3.4 Union Workforce Requirement

All personnel assigned to IPL under this agreement must be represented by an organized labor union such as IBEW or equivalent. Crews must consist of properly classified journeymen, apprentices, and support personnel with verifiable experience in utility line work. The contractor shall provide documentation of union affiliation upon request.

3.5 Safety and Compliance

The contractor must:

- Maintain an active and documented safety program
- Comply with all applicable OSHA standards and federal, state, and local regulations
- Participate in IPL safety briefings and job hazard analysis processes
- Adhere to IPL switching, clearance, tagging, and lockout procedures
- Provide annual safety performance metrics including EMR and OSHA records
- Immediately report all incidents, accidents, or near-misses to IPL

Failure to meet IPL safety standards may result in suspension or termination of services.

3.6 Equipment Requirements

Contractors shall provide all tools, vehicles, and equipment necessary to perform work safely and efficiently, including but not limited to:

- Bucket trucks and digger derricks
- Line trucks and support vehicles
- Directional boring equipment
- Cable handling and pulling equipment
- Specialty tools and safety equipment
- Personal Protective Equipment for all personnel

All equipment must be maintained in accordance with industry safety standards and be subject to inspection by IPL.

4. PERFORMANCE EXPECTATIONS

Contractor(s) must:

- Meet IPL project timelines and work schedules
- Support customer requirements and capital construction commitments
- Maintain consistent staffing and workforce continuity
- Provide accurate daily reports, time sheets, and documentation
- Demonstrate professional conduct with IPL personnel and customers
- Coordinate effectively with IPL field and engineering staff

Repeated failures to meet performance standards may result in contract termination.

5. PROPOSAL REQUIREMENTS

Proposals shall include the following:

5.1 Company Qualifications

- Company history and years in utility construction services
- Organizational structure and management approach
- Union affiliation documentation
- Proposed staffing plan and crew structure

5.2 Experience

- Relevant project experience for utilities of similar size
- Storm response and emergency restoration experience
- References (minimum of three)

5.3 Equipment Inventory

- List of equipment to be dedicated to IPL
- Backup equipment availability
- Equipment maintenance procedures

5.4 Safety Program

- EMR for past five (5) years
- OSHA 300 logs for past five (5) years
- Safety training and certification records
- Safety management approach and protocols

5.5 Pricing Structure

- Hourly labor rates
- Equipment rental rates
- Overtime, standby, and emergency rates
- Mobilization and travel charges
- Any surcharges or additional fees

Pricing must remain firm for the contract duration unless approved by the City.

6. CONTRACT TERM

The City intends to award a three (3) year agreement, with optional extensions based on performance and funding availability.

7. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Qualifications and technical capability – 30%
- Union workforce stability and experience – 15%
- Safety program and performance – 20%
- Pricing and cost competitiveness – 20%
- Equipment capabilities – 10%
- References and past performance – 5%

Proposals shall be evaluated on these criteria. The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information, if it is not included in the proposer's original proposal. Failure to provide such information may have an adverse impact on the evaluation of the proposer's proposal.

8. SUBMISSION INSTRUCTIONS

Proposals must be received by the date and time stated on page 2, through www.publicpurchase.com. The proposer shall submit, at a minimum, the following information and documents as part of the proposal:

A. Cover sheet, completed
B. Letter of intent/introduction from proposer
C. Affidavits, completed and notarized
D. Response to the requirements in this RFP
E. Contract for Professional Services (attached), completed and signed, or list of exceptions or respondent offered contract for consideration to be negotiated. The city is under no obligation to accept respondents exceptions to terms and conditions or contract.

Proposals will not be accepted after the deadline for submission, regardless of the reason. Any exceptions to the RFP must be submitted as part of the proposal. Firms selected for award will be required to provide proof of insurance and City of Independence business license as stipulated herein.

9. EVALUATION PROCESS

The City will deem a proposal nonresponsive when critical information is lacking, or the submission represents a major deviation from the requirements of the RFP. Minor omissions or informalities may be waived at the sole option and discretion of the City. The City also reserves the right to reject any and all proposals, make no award, or make multiple awards as a result of this solicitation. Responsive proposals will be evaluated in the following manner:

A. An evaluation team will review and rank all proposals individually according to the criteria established in this RFP. The team may contact proposers if any clarification is needed on the proposal.
B. Proposers whose proposals are ranked the highest by the evaluation committee may be asked to participate in an interview and demonstration process to ensure a mutual understanding of the City's requirements and the proposal. However, the committee may decide that interviews or demonstrations are not necessary and make recommendation for award based on the information provided in the proposal. Interviews and demonstrations will be scored by the evaluation team based on criteria developed by the team during the evaluation process.
C. The firm that provides the City with the best value based on the established evaluation criteria will be recommended for approval. Procurement in excess of $100,000 require City Council approval prior to award.
D. In accordance with federal, state and local laws, the proposal documents will be available for public review following: rejection of all proposals; posting of the Notice of Intent to Award; execution of the contract or purchase order.

10. RIGHT OF PROTEST

A Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com for procurements in excess of $100,000. Any protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor www.publicpurchase.com shall be responsible for directly notifying proposer of the Notice of Intent to Award. Protests must be received in the office of the Procurement Manager and must contain the company name, address, phone number and signature of the authorized representative; solicitation number; a detailed statement describing the grounds for the protest; and supporting evidence or documents to substantiate the claim. The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

11. TERMS AND CONDITIONS

The selected contractor must comply with all City procurement requirements, including but not limited to:

- Insurance and bonding requirements
- Equal Employment Opportunity policies
- Non-discrimination clauses
- City safety regulations
- Governing law provisions

Full contract terms will be included in the final agreement.

A. COMPENSATION

The City shall pay the successful proposer an amount not to exceed the amount stated in the fee schedule included in the proposer's proposal. Regular (e.g. monthly) invoices shall be submitted by the successful proposer to the City for payment of services performed and expenses incurred. Invoices shall indicate the hours expended for each person, the total labor billing, and a summary of other expenses and charges with supporting documentation. Payment will be made by the City within thirty (30) days of receipt of invoice. Payment with the City's credit card is the preferred method of payment, provided no processing fees are assessed. If proposer will not accept the City's credit card, payment will be made via check on a Net 30 basis. The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Successful proposer shall not include any sales or use taxes on transactions between the successful proposer and City.

B. VENDOR SELF SERVICE (VSS)

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

C. PERMITS AND LICENSES

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

D. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by successful proposer as part of the services shall become the property of City, provided, however, that successful proposer shall have 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.

E. CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

Either party may request changes within the general scope if a contract is awarded. If a requested change causes an increase or decrease in the price or time required to perform the contract, City and

successful proposer 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 written modification.

F. STANDARD OF CARE
Successful proposer 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.

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

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

H. INSURANCE
See attached Insurance Requirements.

I. SHIPPING, TITLE, AND RISK OF LOSS
All sales and deliveries are F.O.B. City.

J. DELAY IN PERFORMANCE
Neither City nor successful proposer shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. 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 auth orizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or successful proposer as required. Should 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 the contract.

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

The contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to contractor.

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

M. SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of the contract or the occurrence of any event that renders any portion or provision of the contract void shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the contract, and the balance of the 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 the 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 section shall not prevent the entire contract from being void if a provision, which is of the essence of this contract, be determined void.

N. SUCCESSORS AND ASSIGNS
City and successful proposer 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 the contract.

O. ASSIGNMENT
Neither City nor successful proposer shall assign any rights or duties under the 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 the contract.

P. THIRD PARTY RIGHTS
Nothing in this document shall be construed to give any rights or benefits to anyone other than City and successful proposer.

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

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

S. EQUAL EMPLOYMENT OPPORTUNITY
During the performance of this contract or purchase order, the successful proposer agrees:
Not to discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The successful proposer 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 successful proposer 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.

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

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

To 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.

To 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 the successful proposer is not compliant 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 proposer 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 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The successful proposer will take such action with respect to any sub-contractor or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an successful proposer becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the department, the successful proposer may request the United States to enter into such litigation to protect the interest of the United States.

T. ANTI-DISCRMINATION 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.

U. GOVERNING LAW

Contracts shall be governed by the laws of the State of Missouri. The City and the successful proposer agree that the performance of a contract will be deemed to have occurred in the State of Missouri and

that successful proposer's performance under the contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under the contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the successful proposer submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

V. MISSOURI SUNSHINE LAW

The proposer acknowledges and agrees that the City is bound by the Missouri Open Records Law (Sunshine Law) and cannot protect information for the sole reason that it is marked "confidential" or "proprietary". All information submitted in response to this RFP shall be available for public review in accordance with all federal, state and local laws after: 1) posting of the Notice of Intent to Award; 2) a contract has been executed; or 3) all proposals have been rejected. Requests must be submitted in writing to the Procurement Manager, City of Independence

W. COMMUNICATIONS

Any communication shall be made in writing to the authorized representative at the address specified below on the cover page of the proposal response. Communications with the City shall be to Procurement Manager, 111 E. Maple, Independence, MO 64050. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of successful proposer and City.

X. SEPARATE CONTRACTS

City and successful proposer 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.

Y. ENTIRE CONTRACT

A contract resulting from this solicitation and successful proposer's proposal represents the entire agreement between the City and successful proposer. All previous or contemporaneous agreements, representations, promises and conditions relating the successful proposer's services described herein are superseded.

Z. PRECEDENCE OF DOCUMENTS

The RFP including the terms and conditions, the successful proposer's proposal, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order or contract shall take precedence over the RFP and the RFP shall take precedence over the proposer's proposal.

INSURANCE REQUIREMENTS
Professional Services

Service Provider agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from an insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VIII" financial rating, unless otherwise agreed to by the City. All policies shall be on an occurrence basis unless otherwise agreed and cover sub-contractors and independent contractors performing work on behalf of Service Provider under this Agreement. Service Provider shall provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) shall be filed with the City prior to commencement of any work.

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

Limits -	
Each Claim:	$1,000,000
General Aggregate:	$1,000,000

Commercial General Liability: The City shall be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance.

Limits -	
Each Occurrence:	$1,000,000
Personal & Advertising Injury:	$1,000,000
Products/Completed Operations Aggregate:	$1,000,000
General Aggregate:	$2,000,000

Automobile Insurance: Policy shall protect Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
Any Auto; OR
All Owned Autos; Hired Autos; and Non-Owned Autos

Notwithstanding the foregoing, should Service Provider not own any automobiles, the automobile liability requirements shall be amended to allow Consulting to maintain only Hired and Non-Owned Auto protection.

Limits -	
Each Accident;	
Bodily Injury and Property Damage:	$1,000,000

Worker's Compensation: The insurance shall protect Service Provider against all claims under applicable state Worker's Compensation laws. Service Provider shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable. Coverage shall extend to include the "All States" endorsement.

Employer's Liability (Provision under the WC program):

Limits -	
Bodily Injury by Accident:	$100,000 Each Accident
Bodily Injury by Disease:	$500,000 Policy Limit
Bodily Injury by Disease:	$100,000 Each Employee

Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Service Provider nor has the City assessed the risk that may be applicable to Service Provider. Service Provider shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. Any deviation from the requirements set forth in this Insurance section may be allowed by the City Risk Manager subject to the City Legal Department's review and approval.

INDEMNITY

Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

Indemnification and Hold Harmless: For purposes of this Agreement, Contractor agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
Comply: Exception:

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, respondent acknowledges that is has read and understand the insurance requirements for the proposal. Respondent also understand that the certificate of required insurance must be submitted within fifteen (15) days following the notification of award. No final contract will be signed by the City until all Certificate of Insurance are received and meet the minimums noted herein.

CONTRACT FOR SERVICES

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, J.F. Electric, Incorporated, a an Illinois Corporation (individual/partnership/LLC/Corporation/other entity type) (hereinafter called contractor).

WITNESSETH:

WHEREAS, City requires _____ services and,

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

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be _____.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by_____.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the Contractor, an amount not to exceed the pricing proposed in the solicitation response, which is incorporated herein by this reference.

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

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

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

ARTICLE 5 – PERMITS AND LICENSES

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

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

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

ARTICLE 8 – STANDARD OF CARE

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

ARTICLE 9– LIABILITY AND INDEMNIFICATION

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

directly

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

ARTICLE 10 – INSURANCE

Professional Services

Service Provider agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from an insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VIII" financial rating, unless otherwise agreed to by the City. All policies shall be on an occurrence basis unless otherwise agreed and cover sub-contractors and independent contractors performing work on behalf of Service Provider under this Agreement. Service Provider shall provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) shall be filed with the City prior to commencement of any work.

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

Limits –

Each Claim:	$1,000,000
General Aggregate:	$1,000,000

Commercial General Liability: The City shall be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance.

Limits -

Each Occurrence:	$1,000,000
Personal & Advertising Injury:	$1,000,000
Products/Completed Operations Aggregate:	$1,000,000
General Aggregate:	$2,000,000

Automobile Insurance: Policy shall protect Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

Any Auto; OR

All Owned Autos; Hired Autos; and Non-Owned Autos

Notwithstanding the foregoing, should Service Provider not own any automobiles, the automobile liability requirements shall be amended to allow Consulting to maintain only Hired and Non-Owned Auto protection.

Limits -
Each Accident;
Bodily Injury and Property Damage: $1,000,000

Worker's Compensation: The insurance shall protect Service Provider against all claims under applicable state Worker's Compensation laws. Service Provider shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable. Coverage shall extend to include the "All States" endorsement.

Employer's Liability (Provision under the WC program):
Limits -

Bodily Injury by Accident:	$100,000 Each Accident
Bodily Injury by Disease:	$500,000 Policy Limit
Bodily Injury by Disease:	$100,000 Each Employee

Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Service Provider nor has the City assessed the risk that may be applicable to Service Provider. Service Provider shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. Any deviation from the requirements set forth in this Insurance section may be allowed by the City Risk Manager subject to the City Legal Department's review and approval.

INDEMNITY
Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

Indemnification and Hold Harmless: For purposes of this Agreement, Contractor agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
Comply: Exception:

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS
By signing its proposal, respondent acknowledges that is has read and understand the insurance requirements for the proposal. Respondent also understand that the certificate of required insurance must be submitted within fifteen (15) days following the notification of award. No final contract will be signed by the City until all Certificate of Insurance are received and meet the minimums noted herein.

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS
All sales and deliveries are F.O.B. City.

ARTICLE 12 – DELAY IN PERFORMANCE
Neither City nor Contractor shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

ARTICLE 13 – TERMINATION

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

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

ARTICLE 14– WAIVER

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

ARTICLE 15 – SEVERABILITY

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

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – ASSIGNMENT

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

ARTICLE 18– THIRD PARTY RIGHTS

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

ARTICLE 19– INDEPENDENT CONTRACTORS

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

ARTICLE 20– AUDIT

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

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

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

ARTICLE 23 – GOVERNING LAW

This contract shall be governed by the laws of the State of Missouri. The City and the Contractor agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that Contractor's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and

the Contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

ARTICLE 24 – COMMUNICATIONS

Any communication required by this contract to the Contractor shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be sent to: City of Independence, Attn: Procurement Division, 111 E Maple Avenue, Independence, MO 64050 and also by email to purchasing@indepmo.org.

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

ARTICLE 25 – SEPARATE CONTRACTS

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

ARTICLE 26 – ENTIRE CONTRACT

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

ARTICLE 27 – SURVIVAL OF TERMS

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

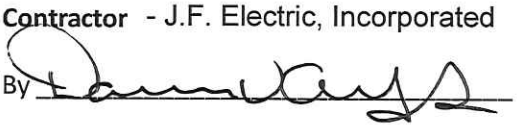
IN WITNESS WHEREOF, City and Contractor, by and through their authorized officers, have made and executed this contract.

City

By_____

Date _____

Contractor - J.F. Electric, Incorporated

By 

Title Darran V. Ayres, Executive Vice President

Date_____

J.F. ELECTRIC

Creating connections. Delivering value.®

jfelectric.com

REQUEST FOR PROPOSAL

Proposal Due Date: April 28, 2026
5:00 PM CST

LINE CREW SUPPORT SERVICES

INDEPENDENCE
MISSOURI

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

J.F ELECTRIC

Creating connections. Delivering value.

April 28, 2026

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

RE: Line Crew Support Services for Independence Power & Light (IPL)

To Whom It May Concern:

JF Electric appreciates the opportunity to provide a proposal for the Line Crew Support Services for Independence Power & Light. Attached you will find the proposal requirements requested in Section 5. Proposal Requirements of the RFP.

- 5.1 Company Qualificatons
- 5.2 Experience
- 5.3 Equipment Inventory
- 5.4 Safety Program
- 5.5 Pricing Structure

After review, if you have any questions or need additional information, please do not hesitate to reach out. We look forward to hearing from you.

Respectfully submitted,

JF ELECTRIC, INCORPORATED

Darran V. Ayres
Executive Vice President, Utility Department

DVA/kj

Office Location:
100 Lakefront Pkwy
Edwardsville, IL 62025

Mailing Address:
P.O. Box 570
Edwardsville, IL 62025

Main: 618.797.5353
Toll Free: 800.339.8383
Fax: 618.797.5354

jfelectric.com

5. PROPOSAL REQUIREMENTS

5.1 Company Qualifications

- Company history and years in utility construction services
  - JF Electric's roots trace back to 1904, when founder James Fowler relocated to St. Louis, driven by the city's booming infrastructure during the World's Fair. Initially a plumbing business, the family expanded into multiple trades, and in 1969, Jim Fowler established JF Electric, focusing on electrical construction.
  - Today, we are the 29th ranked Electrical Contractor according to FSG's Top 50 National Electrical Contractors, known for innovation and reliability in the electrical industry.

- Organizational structure and management approach
  - See attached Organization Chart for JF Electric's Utility Department. **ATTACHMENT A**

  - JF Electric recognizes there will be a learning curve with any new contract and takes a top-down approach to ensure problems and miscommunications are at a minimum. Below is the approach JF Electric utilizes in establishing the initial relationship and understanding of IPL operation procedures.

  - JF Electric feels 6 to 8 weeks is a reasonable timeframe from contract award to crews in the field. This timeframe allows for a more in-depth completion of the following phases and helps in a smoother transition to the new contract.

    Phase 1 - Introduction of IPL and JF Electric Management Teams, including Safety, Accounting, and Operations.
    - This introduction will give opportunity for each department to understand the roles and responsibilities of each individual and how each can support one another in their function.
    - Items of discussion would include, but not limited to, contract details, requirements and expectations, operating procedures, reporting, and IT system interactions.
    - The required time frame of this initial meeting would match the necessary time for JF Electric's management team to have a comfortable understanding of IPL needs.

    Phase 2 - JF Electric management will immediately begin tailoring procedures that are specific to IPL, in order to meet the requirements, set forth, verifying with IPL during this tailoring process.
    - Please note this would not be a from scratch approach rather a modification of existing JF Electric procedure, unless an existing procedure does not exist.
    - This phase would also include any IT operating system upgrades that would be needed for interaction between IPL and JF Electric.

    Phase 3 - Upon development and understanding of the procedures set in place, JF Electric will begin rolling these procedures and expectation to the first line management and field level.

- This roll out would include the passing of information to the individual Safety Reps, Superintendents, Project Managers, General Foreman, Fleet, and Account Specialist.
- During this roll out period introduction and interaction between JF Electric's first line management group (Superintendents, Project Managers, and General Foreman) and IPL field management would be anticipated to ensure expectations are met at this level and able to be passed along to the field successfully.
- Also, during this phase specific tasks will be identified and assigned to JF Electric individuals including, but not limited to, reporting, work order retrieval and submission, material management, and invoice preparation.

Phase 4 – Full implementation of all processes and beginning of work.

- At this point JF Electric has resources working on the IPL system and utilizing the process set forth in the previous phases.
- While a tremendous amount of work will be completed prior to this phase in perfecting processes, it is during this phase where the processes will be set in action and fine tuning will begin.
- Throughout this start-up phase, JF Electric will remain in constant communication with IPL to ensure the implemented processes meet your needs. Should alterations need to be made, JF Electric will make those adjustments immediately upon recognition/notification.

- Union affiliation documentation
  - See attached Union Affiliation List. **ATTACHMENT B**

- Proposed staffing plan and crew structure
  - Proposed Staffing Plan
    - JF Electric will construct Distribution Focused crews made up of the following personnel and equipment:
    - Personnel:
      - 1 - Foreman
      - 2 - Journeyman Lineman
      - 1 - Apprentice (Energized)
    - Equipment:
      - 1 - Crew Cab Pickup
      - 1 - Distribution Bucket Truck
      - 1 - Distribution Digger Truck
      - 1 - Pole/Material Trailer
      - Access to specialty equipment as necessary
    - Field Leadership and Safety:
      - 1 - General Foreman
        - Will oversee a maximum of 5 Teams
        - Will have a Crew Cab Pickup and a mobile office setup
      - 1 - Safety Professional
        - Will have a Crew Cab Pickup.

5.2 Experience

- Relevant project experience for utilities of similar size
  - See attached Project List. **ATTACHMENT C**
- Storm response and emergency restoration experience
  - See attached Storm List. **ATTACHMENT D**
- References (minimum of three)
  - See attached References. **ATTACHMENT E**

5.3 Equipment Inventory

- List of equipment to be dedicated to IPL
  - See attached Equipment List. **ATTACHMENT F**
- Backup equipment availability
  - See attached Equipment List – JF Electric owns multiple pieces of equipment and can replace a piece of equipment immediately. If for any reason we are not able to provide a piece of equipment from our own fleet, we can secure a piece of rental equipment at a moment's notice.
- Equipment maintenance procedures
  - See attached. **ATTACHMENT G**

5.4 Safety Program

- EMR for past five (5) years
  - 2026 – 0.65
  - 2025 – 0.46
  - 2024 – 0.47
  - 2023 – 0.64
  - 2022 – 0.65
  - See attached EMR – Letter (2022-2026). **ATTACHMENT H**
- OSHA 300 logs for past five (5) years
  - See attached OSHA Logs (2025-2021). **ATTACHMENT I**
- Safety training and certification records **– ATTACHMENT J**
- Safety management approach and protocols **– ATTACHMENT K**

5.5 Pricing Structure

- Hourly labor rates
- Equipment rental rates
- Overtime, standby, and emergency rates
- Mobilization and travel charges
- Any surcharges or additional fees
  - See attached Labor & Equipment Rates **– ATTACHMENT L**

.

J.F. Electric, Inc.

City of Independence, Missouri

Clarifications

April 28, 2026

Daily T&E Work

- Markup for subcontractors, materials, and miscellaneous expenses will be invoiced at cost plus 10%.
- Third-party equipment rental will be reimbursed at cost plus 10%. Fuel and costs associated with delivery and pickup will be reimbursed at actual cost.
- JF Electric is including 3-years worth of labor rates for 2026, 2027, 2028 and 2029 that will be good through September 2, 2029. Our equpiment rates will hold firm for the 3-year duration and are good through September 2, 2029. Should the optional extension be considered, JF Electric requests the opportunity to review and adjust labor and equipment rates as appropriate.

Emergency / Storm Restoration Work

- Meals—If meals are not supplied, reimbursement will be provided at cost plus 10% per missed meal, limited to three meals per individual per day.
- Lodging—If accommodations are not furnished, reimbursement will be at cost plus 10%.
- Safety Representative and Mechanic services will be reimbursed according to applicable rates.

J.F. Electric, Inc.

City of Independence, Missouri
Daily T&E Work

2026 Labor Rates
Effective through 01/03/2027

Classification	Straight Time	Overtime	Double Time
General Foreman	$ 132.81	$ 189.28	$ 245.75
Foreman	$ 127.43	$ 181.44	$ 235.45
Working Foreman	$ 127.43	$ 181.44	$ 235.45
Journeyman Lineman	$ 116.65	$ 165.76	$ 214.86
Equipment Operator	$ 106.09	$ 150.39	$ 194.68
Apprentice Lineman - 1st Period	$ 73.57	$ 103.03	$ 132.49
Apprentice Lineman - 2nd Period	$ 78.95	$ 110.87	$ 142.79
Apprentice Lineman - 3rd Period	$ 84.34	$ 118.71	$ 153.08
Apprentice Lineman - 4th Period	$ 89.72	$ 126.55	$ 163.38
Apprentice Lineman - 5th Period	$ 95.11	$ 134.39	$ 173.68
Apprentice Lineman - 6th Period	$ 100.50	$ 142.23	$ 183.97
Apprentice Lineman - 7th Period	$ 105.88	$ 150.08	$ 194.27
Groundman Powder Man	$ 80.14	$ 112.60	$ 145.06
Groundman	$ 75.36	$ 105.65	$ 135.93
Groundman 1st 6 months	$ 58.84	$ 81.58	$ 104.33
Pole Treating Specialist	$ 127.38	$ 181.37	$ 235.36
Pole Treating Inspector	$ 116.65	$ 165.76	$ 214.86
Pole Treating Truck Driver	$ 83.29	$ 117.18	$ 151.07
Pole Treating Groundman	$ 78.34	$ 109.98	$ 141.62
Pole Treating Groundman (1st Six Months)	$ 64.69	$ 90.11	$ 115.52
Boring Crew Foreman	$ 104.44	$ 147.98	$ 191.51
Groundman Operating Small Equipment	$ 88.33	$ 124.52	$ 160.71
Safety Representative	$ 133.10	$ 137.96	$ 143.39
Mechanic	$ 130.04	$ 134.79	$ 144.84

J.F. Electric, Inc.

City of Independence, Missouri
Daily T&E Work

2027 Labor Rates
Effective 01/04/2027 through 01/02/2028

Classification	Straight Time	Overtime	Double Time
General Foreman	$ 137.68	$ 196.23	$ 254.79
Foreman	$ 132.10	$ 188.10	$ 244.11
Working Foreman	$ 132.10	$ 188.10	$ 244.11
Journeyman Lineman	$ 120.93	$ 171.84	$ 222.76
Equipment Operator	$ 109.98	$ 155.90	$ 201.83
Apprentice Lineman - 1st Period	$ 76.25	$ 106.80	$ 137.35
Apprentice Lineman - 2nd Period	$ 81.83	$ 114.93	$ 148.02
Apprentice Lineman - 3rd Period	$ 87.42	$ 123.06	$ 158.70
Apprentice Lineman - 4th Period	$ 93.00	$ 131.19	$ 169.38
Apprentice Lineman - 5th Period	$ 98.59	$ 139.32	$ 180.05
Apprentice Lineman - 6th Period	$ 104.17	$ 147.45	$ 190.73
Apprentice Lineman - 7th Period	$ 109.76	$ 155.58	$ 201.41
Groundman Powder Man	$ 83.07	$ 116.73	$ 150.39
Groundman	$ 78.12	$ 109.52	$ 140.92
Groundman 1st 6 months	$ 60.97	$ 84.55	$ 108.14
Pole Treating Specialist	$ 132.04	$ 188.02	$ 244.01
Pole Treating Inspector	$ 120.93	$ 171.84	$ 222.76
Pole Treating Truck Driver	$ 86.32	$ 121.46	$ 156.60
Pole Treating Groundman	$ 81.20	$ 114.00	$ 146.81
Pole Treating Groundman (1st Six Months)	$ 67.04	$ 93.39	$ 119.74
Boring Crew Foreman	$ 108.25	$ 153.39	$ 198.53
Groundman Operating Small Equipment	$ 91.55	$ 129.08	$ 166.60
Safety Representative	$ 137.76	$ 142.79	$ 148.41
Mechanic	$ 134.59	$ 139.51	$ 149.91

J.F. Electric, Inc.

City of Independence, Missouri
Daily T&E Work

2028 Labor Rates
Effective 01/03/2028 through 12/31/2028

Classification	Straight Time	Overtime	Double Time
General Foreman	$ 143.13	$ 204.03	$ 264.93
Foreman	$ 137.32	$ 195.58	$ 253.83
Working Foreman	$ 137.32	$ 195.58	$ 253.83
Journeyman Lineman	$ 125.70	$ 178.66	$ 231.62
Equipment Operator	$ 114.32	$ 162.08	$ 209.85
Apprentice Lineman - 1st Period	$ 79.24	$ 111.01	$ 142.78
Apprentice Lineman - 2nd Period	$ 85.04	$ 119.47	$ 153.89
Apprentice Lineman - 3rd Period	$ 90.85	$ 127.92	$ 164.99
Apprentice Lineman - 4th Period	$ 96.66	$ 136.38	$ 176.10
Apprentice Lineman - 5th Period	$ 102.47	$ 144.84	$ 187.20
Apprentice Lineman - 6th Period	$ 108.28	$ 153.29	$ 198.31
Apprentice Lineman - 7th Period	$ 114.09	$ 161.75	$ 209.41
Groundman Powder Man	$ 86.33	$ 121.34	$ 156.35
Groundman	$ 81.18	$ 113.84	$ 146.50
Groundman 1st 6 months	$ 63.34	$ 87.87	$ 112.40
Pole Treating Specialist	$ 137.27	$ 195.49	$ 253.72
Pole Treating Inspector	$ 125.70	$ 178.66	$ 231.62
Pole Treating Truck Driver	$ 89.71	$ 126.26	$ 162.81
Pole Treating Groundman	$ 84.38	$ 118.50	$ 152.62
Pole Treating Groundman (1st Six Months)	$ 69.65	$ 97.06	$ 124.47
Boring Crew Foreman	$ 112.52	$ 159.47	$ 206.42
Groundman Operating Small Equipment	$ 95.15	$ 134.18	$ 173.21
Safety Representative	$ 142.58	$ 147.79	$ 153.60
Mechanic	$ 139.30	$ 144.39	$ 155.16

J.F. Electric, Inc.

City of Independence, Missouri
Daily T&E Work

2029 Labor Rates
Effective 01/01/2029 through 09/02/2029

Classification	Straight Time	Overtime	Double Time
General Foreman	$ 146.88	$ 209.35	$ 271.83
Foreman	$ 140.92	$ 200.68	$ 260.44
Working Foreman	$ 140.92	$ 200.68	$ 260.44
Journeyman Lineman	$ 129.00	$ 183.33	$ 237.66
Equipment Operator	$ 117.32	$ 166.32	$ 215.32
Apprentice Lineman - 1st Period	$ 81.33	$ 113.93	$ 146.53
Apprentice Lineman - 2nd Period	$ 87.29	$ 122.60	$ 157.92
Apprentice Lineman - 3rd Period	$ 93.25	$ 131.28	$ 169.31
Apprentice Lineman - 4th Period	$ 99.21	$ 139.95	$ 180.70
Apprentice Lineman - 5th Period	$ 105.17	$ 148.63	$ 192.09
Apprentice Lineman - 6th Period	$ 111.13	$ 157.30	$ 203.48
Apprentice Lineman - 7th Period	$ 117.09	$ 165.98	$ 214.87
Groundman Powder Man	$ 88.61	$ 124.53	$ 160.44
Groundman	$ 83.33	$ 116.83	$ 150.33
Groundman 1st 6 months	$ 65.03	$ 90.19	$ 115.36
Pole Treating Specialist	$ 140.86	$ 200.60	$ 260.33
Pole Treating Inspector	$ 129.00	$ 183.33	$ 237.66
Pole Treating Truck Driver	$ 92.08	$ 129.57	$ 167.06
Pole Treating Groundman	$ 86.61	$ 121.61	$ 156.62
Pole Treating Groundman (1st Six Months)	$ 71.50	$ 99.62	$ 127.74
Boring Crew Foreman	$ 115.48	$ 163.64	$ 211.80
Groundman Operating Small Equipment	$ 97.66	$ 137.70	$ 177.74
Safety Representative	$ 147.57	$ 152.96	$ 158.98
Mechanic	$ 144.18	$ 149.44	$ 160.59

J.F. Electric, Inc.

City of Independence, Missouri
Daily T&E Work

Equipment Rates

Effective through 09/02/2029

Description	Hourly Rate
Air Compressor: 185 CFM	$ 10.80
Air Compressor: 400 CFM	$ 17.50
Arrow Board	$ 7.50
ATV w/Trailer: Up to 500CC	$ 7.75
Backhoe: Case 580 or Equivalent	$ 38.00
Backhoe Attachment: Breaker	$ 22.50
Backyard Machine: Altec DB-37 or Equivalent	$ 38.00
Boring Machine: 7x11 or Equivalent	$ 47.50
Boring Machine: 20x22 or Equivalent	$ 71.50
Boring Machine: 24x40 or Equivalent	$ 140.00
Bucket Truck: to 40'	$ 28.00
Bucket Truck: to 55'	$ 36.00
Bucket Truck: to 65'	$ 42.65
Bucket Truck: to 77'	$ 55.00
Bucket Truck: to 105'	$ 77.00
Bucket Truck: to 105' AWD	$ 83.50
Digger Derrick (Tracks): DM-47	$ 82.00
Digger Derrick: 47' Sheave Height	$ 38.00
Digger Derrick: 65' Sheave Height	$ 70.00
Dozer: D6 w/Winch	$ 83.20
Generator: 6,500 Watt	$ 3.00
Light Plant: (4) 1,000 W	$ 8.00
Mini Excavator: CAT 304 or Equivalent	$ 39.00
Patriot Skylift: PT-50	$ 95.00
Patriot Skylift: S-6000	$ 95.00
Pressure Digger: HD 35-17 Altec	$ 75.00
Production Digger: 30' to 40'	$ 120.00
Puller: 1-Drum, 4000 lbs, 10,000 ft, 5/8 Rope	$ 44.00
Puller: 4-Drum, 4000 lbs, 10,000 ft, 5/8 Rope	$ 63.00
Road Tractor/Semi: Tandem Axle	$ 45.00
Skid Steer: LS-160 or Equivalent	$ 25.00
Skid Steer (Track): TL-12 or Equivalent	$ 30.00
Stringing Equipment: V-Groove Puller, 10,000 lbs	$ 78.00
Stringing Equipment: Bull Wheel Tensioner, 1 Cond, 38" Multigroove (T-BWT-4-38-PRC)	$ 32.00
Stringing Equipment: Bull Wheel Tensioner, 1 Cond, 52" Multigroove (T-BWT-5-52RC)	$ 32.00
Trailer: Cargo	$ 4.00
Trailer: Dump	$ 11.00
Trailer: Flatbed, 2 Axle, 12,000 GVWR	$ 5.00
Trailer: Flatbed, 25,600 GVWR	$ 6.00
Trailer: Light	$ 8.00

Description	Hourly Rate
Trailer: Lowboy 35 Ton	$ 15.00
Trailer: Office, 40'	$ 4.00
Trailer: Pole, PMT-132	$ 5.50
Trailer: Storage, Conex 40 ft	$ 2.50
Trailer: Utility, Enclosed	$ 5.00
Trailer: Wire, 1-Reel	$ 6.00
Trailer: Wire, 1-Reel w/Brakes	$ 6.00
Trailer: Wire, 4-Reel, 16000 lbs (T-4RC-48x48-16)	$ 12.90
Trencher: RT450 Vermeer or Equivalent	$ 37.00
Trencher: RT750 or Equivalent	$ 45.00
Truck Crane: 38 Ton	$ 80.00
Truck Crane: 45 Ton	$ 98.00
Truck: Dump, Single Axle	$ 25.00
Truck: Dump, Tandem Axle	$ 36.00
Truck: Flatbed, Single Axle	$ 29.00
Truck: Flatbed, Tandem Axle	$ 36.50
Truck: Mechanic, F-350	$ 32.00
Truck: Pickup, 1 Ton	$ 18.00
Truck: Pickup, 1/2 Ton	$ 14.00
Truck: Pickup, 3/4 Ton	$ 16.00
Truck: Utility, F-350	$ 22.00
Truck: Vacuum, 2,000 gallon	$ 160.00
Underground Puller	$ 70.00

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
Council action is requested to expend $650,454.77 in purchase orders for fiscal year 2026-2027 to Logicalis for the renewal of Microsoft Office Licensing. **Approved**

Recommendations:
Council approval is recommended.

Background:
City staff utilize Microsoft Office 365 as the primary tool for corporate workspace and collaboration services, including Word, Excel, Teams, Email, One Drive and cybersecurity tools. This renewal agreement provides licensing and services for one (1) year.

The contract used for this purchase is Contract: 1GPA Technology & Audio Visual Solutions - 22-02PV-12. This is a cooperative contract available for use by public entities. Per section 8.06.004, Paragraph 4 of the City Code states competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used are established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through competitive bidding processes.

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

Emergency Justification:

Fiscal Impact:
The fiscal impact on the City totals $715,500, including contingency. Funding for the annual license agreement is included in the FY 26/27 budget, account number 0954220-5225, Internal Service Fund-Technology Services. This purchase is subject to approval of the FY 26/27 budget.

Council Action:

Department / Contact Technology Services /

REVIEWERS

Jason Newkirk
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Renewal Quote
2. 2025-2026_logicalis_contract_extension

LOGICALIS
Architects of Change

Customer:	City of Independence		
Account Number:	A-12838	Quote Date:	6/1/2026
Contract:	1GPA Technology & Audio Visual Solutions - 22-02PV-12	Quote Expires:	6/30/2026
Account Executive:	Caitlin Rozell | (913) 579-3336 | Caitlin.Rozell@us.logicalis.com	Current Anniversary Date:	6/30/2026
Microsoft Licensing Team:	Rebecca Darnell - CloudCentralis@us.logicalis.com	Renewal Anniversary Date:	7/1/2026
		Renewal Quotes will be refreshed in the renewal month to confirm pricing	

CSP - Cloud Solution Provider

Resource/Product Id			Item Name	Client Type	MSRP	Logicalis Pricing	Quantity	Total
NCE - Microsoft 365 / Online Service Products (Month to Month Option)								
			Monthly Billing					
CFQ7TTC0NGGX	8	P1M	Microsoft Intune Advanced Analytics GCC	Government	$ 6.00	$ 5.52	1	$ 5.52
CFQ7TTC0LCH4	001N	P1M	Microsoft Intune GCC	Government	$ 7.92	$ 7.29	2	$ 14.58
CFQ7TTC0Q17R	5	P1M	Microsoft Intune Remote Help GCC	Government	$ 4.20	$ 3.86	445	$ 1,717.70
CFQ7TTC0RZFJ	5	P1M	Microsoft Intune Suite GCC	Government	$ 12.00	$ 11.03	1	$ 11.03
			NCE - Microsoft 365 / Online Service Products (12 Month Option)					
			Annual Billing (Base Products)					
CFQ7TTC0HL91	000C	P1Y	Microsoft 365 G5 GCC	Government	$ 684.00	$ 594.81	971	$ 577,560.51
CFQ7TTC0LGZW	12	P1Y	Office 365 F3 GCC	Government	$ 48.00	$ 41.74	280	$ 11,687.20
CFQ7TTC0LFLS	13	P1Y	Microsoft Entra ID P1 GCC	Government	$ 72.00	$ 62.61	280	$ 17,530.80
CFQ7TTC0QW7C	000K	P1Y	Microsoft Teams Rooms Pro GCC	Government	$ 480.00	$ 417.41	22	$ 9,183.02
CFQ7TTC0HDB0	11	P1Y	Planner & Project Plan 3 GCC	Government	$ 360.00	$ 313.06	22	$ 6,887.32
CFQ7TTC0HDB1	000L	P1Y	Planner Plan 1 GCC	Government	$ 120.00	$ 104.35	5	$ 521.75
CFQ7TTC0LH3L	000N	P1Y	Power Automate per user plan GCC	Government	$ 180.00	$ 146.75	1	$ 146.75
CFQ7TTC0HD32	18	P1Y	Visio Plan 2 GCC	Government	$ 180.00	$ 156.53	23	$ 3,600.19
			Annual Billing (Add On Products)					
CFQ7TTC0LH0R	000H	P1Y	Microsoft Teams Phone Resource Account GCC	Government	$ -	$ -	100	$ -
CFQ7TTC0LH0V	000P	P1Y	Microsoft Teams Shared Space GCC	Government	$ 96.00	$ 83.48	225	$ 18,783.00

Resource/Product Id			Item Name	Client Type	MSRP	Logicalis Pricing	Quantity	Total
			NCE - CoPilot Products (12 Month Option)					
			Annual Billing					
CFQ7TTC0MM8R	000R	P1Y	Microsoft 365 Copilot GCC	Government	$ 360.00	$ 352.19	3	$ 1,056.57
			Support Products					
			CSP Basic Support Services					Included in Product Pricing

Microsoft 365 Product(s) Month to Month Billing Total	**$**	**1,748.83**
365 Product(s) 1 Year w/Annual Billing Total*	**$**	**646,957.11**
Estimated 1 Year Total	**$**	**650,454.77**

Please Note: These are all Estimates any changes in products or quantities may affect the pricing.

Quote valid through the end of current month / Pricing locked in from date of initial purchase through Anniversary/Renewal.

Docusign Envelope ID: 8686E9C5-8C2E-4A5C-8B46-5362BCC68BEC

Contract Extension/Amendment

10/6/2025

Logicalis Inc.
2600 W Big Beaver Rd Suite 150
Troy, Michigan, 48084
Attn: Pam Wugalter

Re: Extension Agreement for Technology and Audio/Visual Solutions, Contract # 22-02PV-12-E4

The above-referenced contract is hereby mutually extended for an additional one (1) year period until 12/08/2026. This is the fifth and final year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and returning this signed Contract Extension with the following documentation:**

☒ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
☒ Updated Contact Information Sheet

Please check the box next to the appropriate contract price update:

☒ No contract pricing updates. Current price on file is accurate.

☐ Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.

☐ Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

☐ We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.

Please include a brief description of all the price updates below:

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for approval.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Docusign Envelope ID: 8686E9C5-8C2E-4A5C-8B46-5362BCC68BEC

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature: DocuSigned by: Ed Konopasek 66AF96B07B954DB...	
Printed Name: Ed Konopasek	
Title: SVP Integrated Practices	Date: 10/6/2025 | 8:46 AM PDT

Approvals/Authorized Signatures:
1GPA and Paradise Valley Unified School District have reviewed this contract extension. Each party's signature indicates approval. The absence of a signature indicates non-approval.

Christy Knorr
Christy Knorr, President
1GPA

11/5/2025

Eva Calles
Eva Calles, Director of Purchasing
Paradise Valley Unified School District

11/7/2025

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested on the change of ownership for a Retail Selling of Intoxicating Liquor of all kinds in the original package for Fuel Expresso #41 located at 4200 S. Lee's Summit Rd. **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 4200 S. Lee's Summit Rd. The store is open 24 hours but would continue to only sell alcohol during the state set times of 6:00 am – 1:30 am. The applicant has also requested a Sunday Sales License. This license 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: MG Fuel, LLC

Name of business: Fuel Expresso #41

Business Address: 4200 S. Lee's Summit Rd.

Size of establishment (includes outdoor patio space if applicable): Fuel Expresso operates within approximately 3,300 square feet of commercial space

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

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: In 2021, SM Trading Corp., doing business as Fuel Expresso #41, applied for and was granted a liquor license, including authorization for Sunday sales. At that time, SM Trading Corp. was owned by two individuals, each holding a 50% ownership interest. In 2026, MG Fuel, LLC was formed. The new entity consists of one of the original owners of SM Trading Corp. and a new partner, each holding a 50% ownership interest. MG Fuel, LLC will continue operating the convenience store and fuel sales business at the existing location. No site plan modifications are proposed, and the business will continue to operate in the same manner as it has previously, with no changes to its business model or operations. SM Trading Corp. remains the owner of the property located at 4200 S. Lee's Summit Road. MG Fuel, LLC is leasing the

property from SM Trading Corp. and will continue operating the business as Fuel Expresso #41. There is one other active liquor-licensed establishment located within 1,000 feet of the premises. Cracker Barrel is located to the north of the property.

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: MG Fuel, LLC. has indicated Jeannette Cambron will serve as the appointed managing officer. The background investigation conducted by the Missouri State Highway Patrol on Jeannette Cambron revealed she 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 Fuel Expresso #41 Liquor License Application
2. Aerial Map
3. Zoning Map

BoldSign Document ID: 05105d7e-9f56-479a-9a65-37e46a7f48e2

INDEPENDENCE
COMMUNITY DEVELOPMENT

Liquor License
Application Form

Regulated Industries Division
20201 E. Jackson Drive
Independence, MO 64057
(816) 325-7079
blicenses@indepmo.org

Application Type: ☐ **Package** ☐ **Drink** ☐ **Manufacturing** ☐ **Wholesale** ☐ **Special** ☒ **Ownership Change**

Business Information

This Business is a: ☐ Sole Proprietor ☐ Partnership ☐ LP ☒ LLC ☐ Corporation

Legal Name of Entity	Type of Business
MG Fuel, LLC	Convenience Store with Gasoline

Doing Business as (d/b/a) (if different than above)			
Fuel Expresso #41			
Physical Address	**City**	**State**	**Zip**
4200 S Lee's Summit	Independence	MO	64055

Mailing Address (if different from above)
[redacted]

Phone	Cell Phone	Email
[redacted]	[redacted]	

State & Date of Incorporation or Organization	Missouri Retail Sales Tax Number
05/05/2017 Missouri	23384140

Date business scheduled to open: 05/01/2026

Give dimensions or square footage of the building, outdoor patio, and any other areas in which alcoholic beverages may be stored or dispensed: 43ft x 78ft

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

Proposed hours of operation: 24hour

If existing business, from whom was the business purchased? SM Trading Corp

Date of purchase: 05/01/2026 Date of Possession: 05/01/2026

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:

SM Trading Corp owns the property

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.

Mukesh Goel — Mukesh Goel

Signature of Applicant — Printed Name

Member — 03/09/2026

Title — Date

BoldSign Document ID: 05105d7e-9f56-479a-9a65-37e46a7f48e2

INDEPENDENCE
COMMUNITY DEVELOPMENT

Liquor License
Application Form

Regulated Industries Division
20201 E. Jackson Drive
Independence, MO 64057
(816) 325-7079
blicenses@indepmo.org

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)

BoldSign Document ID: 05105d7e-9f56-479a-9a65-37e46a7f48e2

INDEPENDENCE
COMMUNITY DEVELOPMENT

Liquor License
Application Form

Regulated Industries Division
20201 E. Jackson Drive
Independence, MO 64057
(816) 325-7079
blicenses@indepmo.org

Managing Officer, Sole Owner, or Managing Partner Information

Full Name						Social Security Number
Jeannette Cambron						
Sex	Age	Height	Weight	Date of Birth	Place of Birth	Are you a U.S. Citizen
F	[redacted]	5'10'	130	[redacted]	[redacted]	[redacted]

Home Address	City	State	Zip
[redacted]	Raymore	MO	64083

Place of Employment (other than business)	Employment Phone	Email
N/A		

Employment Address	City	State	Zip
N/A			

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

Cass County

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

Yes

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:

Yes SM Trading Corp 2 Years with options $15500/ Month
7415 W 103th St Overland Park, KS

BoldSign Document ID: 05105d7e-9f56-479a-9a65-37e46a7f48e2

INDEPENDENCE
COMMUNITY DEVELOPMENT

Liquor License
Application Form

Regulated Industries Division
20201 E. Jackson Drive
Independence, MO 64057
(816) 325-7079
blicenses@indepmo.org

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:

Mukesh Goel	[redacted]	50%
Gurtaj Warya		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: N/A

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:

N/A

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:

N/A

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:

N/A

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.

BoldSign Document ID: 05105d7e-9f56-479a-9a65-37e46a7f48e2

INDEPENDENCE
COMMUNITY DEVELOPMENT

Liquor License
Application Form

Regulated Industries Division
20201 E. Jackson Drive
Independence, MO 64057
(816) 325-7079
blicenses@indepmo.org

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.
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.

Please return this application and all required documents to the Regulated Industries Division at the address above. For questions about completing this application, please contact Jill Dodson at JDodson@indepmo.org or by phone at 816-325-7183.

MG Fuel, LLC
7415 W 130th Street
Overland Park, Kansas 66213

April 16, 2026

City of Independence, Missouri
20201 E Jackson Dr
Independence, Missouri 64057

Re: Letter of Explanation- MG Fuel, LLC

To whom it may concern,

MG Fuel, LLC, doing business as Fuel Expresso #41, is applying for a Change of Ownership alcoholic beverage license to be sold in the original package including Sunday sales. The store is located at 4200 S Lee's Summit Road, Independence, Missouri. This convenience store has many retail items, including but not limited to: Gasoline; Tobacco products; Candy; Snack Foods; Coffee and Fountain Drinks; etc.

Currently, MG Fuel, LLC has locations in Lee's Sumit and Grandview, Missouri. The company prides itself in keeping clean and convenient facilities, while maintaining a stellar history with regulatory authorities. Thank you for your consideration in this matter.

Sincerely,

Nathan Heide

Nathan Heide
Representative
MG Fuel, LLC

Criminal History Record Search
Kansas Bureau of Investigation
Kris Kobach, Attorney General
Tony Mattivi, Director

Receipt and Results

Search Results

Search Criteria

First Name:	MUKESH
Last Name:	GOEL
Secondary Last Na...	n/a
Birth Date:	[redacted]
SSN:	

Kansas Bureau of Investigation
Criminal Records Section
1620 SW Tyler, Topeka Kansas 66612-1837
(785) 296-8200

Section 1 - Introduction

Date RAP Sheet Produced: Apr 3, 2026 1:39 PM
Requested by: PUBLIC ACCESS SYSTEM
Attention: NATHAN HEIDE

Purpose: K0 - Public Record

Information used in the search:
Requested KBI Number: [redacted]
Searched Name: MUKESH GOEL
Searched Date Of Birth: [redacted]

This record is being provided under the provisions of K.S.A. 22-4704, 22-4707 and K.A.R. 10-12-1, which entitles you to receive conviction data and summaries of arrests that are less than one year old without final dispositions on file at the Kansas Central Repository. Additional data may also be provided if you are statutorily entitled to other categories of criminal history record information.

If neither fingerprints nor an identifying number indexed in our files accompanied your request, the KBI cannot guarantee that the contents of this record pertain to the individual in whom you are interested.

Both federal and Kansas laws regulate the use of this record. This record and the data contained herein may only be used for the purpose requested. Violation of these conditions may result in prosecution.

Should the subject of this record dispute the contents, fingerprints should be submitted to the Kansas Bureau of Investigation for comparison against the fingerprints that support the record at the Central Repository.

Since additions and deletions may be made at any time, a new record should be requested for each new use.

Section 2 - Identification

KBI #:KS01421551

Names Used

MUKESH GOEL

Birth Dates

[redacted]

Races and Ethnicities

White

Sex

Male

Height	Weight
No Data	No Data

Eye Color	Hair Color
No Data	No Data

Section 3 - Summary

Date of Last Reported Event: Mar 15, 2017 - Court Case
Reported By: KS046015J JOHNSON CO DISTRICT COURT 10TH JUD DIST
Case Number: 17TC00766

Section 4 - Criminal Justice Cycles

Cycle 1 Adult Offense
This cycle is not supported by fingerprint identification.

Prosecution

Prosecuting Agency: KS046013A JOHNSON CO DISTRICT ATTORNEY 10TH JUD DIST
Case filed on: Jan 30, 2017
Prosecution Case Number: 17TC00766
Type of Counsel: RETAINED
Pre-Trial Status: Not applicable or unknown

Court

(Subject was summoned to court. There was no arrest or booking event.)
Court: KS046015J JOHNSON CO DISTRICT COURT 10TH JUD DIST
Court Case Number: 17TC00766
Date of Judgement: Mar 15, 2017
Date of Sentencing: Mar 15, 2017
Type of Counsel: RETAINED
Defense Attorney: JOHN STEVEN NEIGHBORS
Fine: $184.50
Charges Disposed of:

1. KSA 08-1528 (1 Count)
   Failure to yield at stop or yield sign
   Infraction
   Disposition: Convicted

End of Record

Search Criteria

First Name:	MUKESH
Last Name:	GOEL
Secondary Last Name:	n/a
Birth Date:	[redacted]
SSN:	

Transaction Receipt

Name:	Nathan Heide
E-mail:	[redacted]
Transaction Date:	04/03/2026 01:38:56 PM
Transaction Amount:	$30.00
Reference Number:	eqa9zslw9gbxxym

Receipt and Results

Search Results

Search Criteria

First Name:	GURTAJ
Last Name:	WARYA
Secondary Last Na…	n/a
Birth Date:	[redacted]
SSN:	

There are *NO RECORDS* in the Kansas Central Repository that match your search criteria

Why do some searches return, "No Record Found?"
(http://www.kansas.gov/kbi/criminalhistory/faqPage.html#IreceivedanorecordfoundresponseWhatexactlydoesthatmean)

Search Criteria

First Name:	GURTAJ
Last Name:	WARYA
Secondary Last Name:	n/a
Birth Date:	[redacted]
SSN:	

Transaction Receipt

Name:	Nathan Heide
E-mail:	[redacted]
Transaction Date:	04/03/2026 01:42:17 PM
Transaction Amount:	$30.00
Reference Number:	oobxzw42s3fi5hl

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: 04/03/2026

Name (1): JEANNETTE CAMBRON

Name (2):

Name (3):

Date Of Birth: [redacted]

SSN: [redacted]

Control Number: 7523406

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

Current Voter Registration Information

JEANNETTE CAMBRON
[redacted]

If any of the voter information is not accurate, you will need to update your voter registration.

NOTICE: Polling location information is provided and updated by local election authorities. It is recommended you confirm your polling place with your county clerk or board of election. Contact information for your local election authority may be found in the box on the right.

Election Resources

Select an upcoming election to view your polling place, the candidates and issues that will appear on your ballot, and more.

Election: General Municipal Election - 4/7/2026

Election Date: 4/7/2026
Voter Registration Deadline: 3/11/2026

View Candidates & Issues

My Polling Place:
47 RAYMORE ACTIVITY CENTER
1011 S MADISON
RAYMORE, MO 64083

Jurisdiction Information

County: Cass
Precinct: 47.03
Split: 03

View My Districts

Have Questions?

Contact your Local Election Authority:

Cass County Clerk
102 E. Wall St.
Harrisonville, MO 64701

Phone: 816-380-8140

Need to update your registration?

Visit the ***Missouri Secretary of State Elections page*** for more information.

CASS COUNTY **** REAL ESTATE **** TAX RECEIPT: 2025

CAMBRON, JEANNETTE R
[redacted]

TAX YEAR: 2025
ACCT #: 2301900
TOTAL PAID: $3,814.02
PAID ON: 12/9/2025

Personal Description

Map Number:
04-04-17-400-001-012-000

Situs Address:
[redacted]

SEC: 17 TWP: 46
RNG: 32 Book/Page: 4168/107

ACREAGE: 0.00

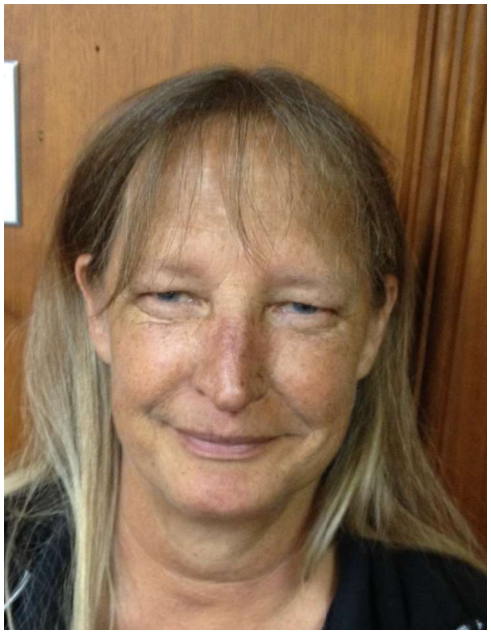
Legal Description:
SILVER LAKE
DEVLT34&BGNWCRLT34,NW42SW140SE49NETB-

Subdivision/Blk/Lot:
SILVER LAKE 34+

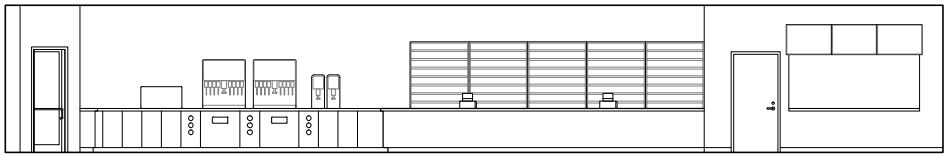
Description	Rate	Tax Amt
R-2 RAY-PEC	5.0302	$2,377.27
FIRE 2-SO METRO	0.9414	$444.91
AMB 2-SO METRO	0.3100	$146.51
STATE	0.0300	$14.18
CASS CO RD&BRDG	0.1918	$90.64
CASS CO LIBRARY	0.2281	$107.80
HOSPITAL MAINT	0.1113	$52.60
SHELTER WKSHOP	0.0407	$19.23
RAYMORE-CITY	1.1868	$560.88
Tax Amount:	**8.0703**	**$3,814.02**

Assessed Values

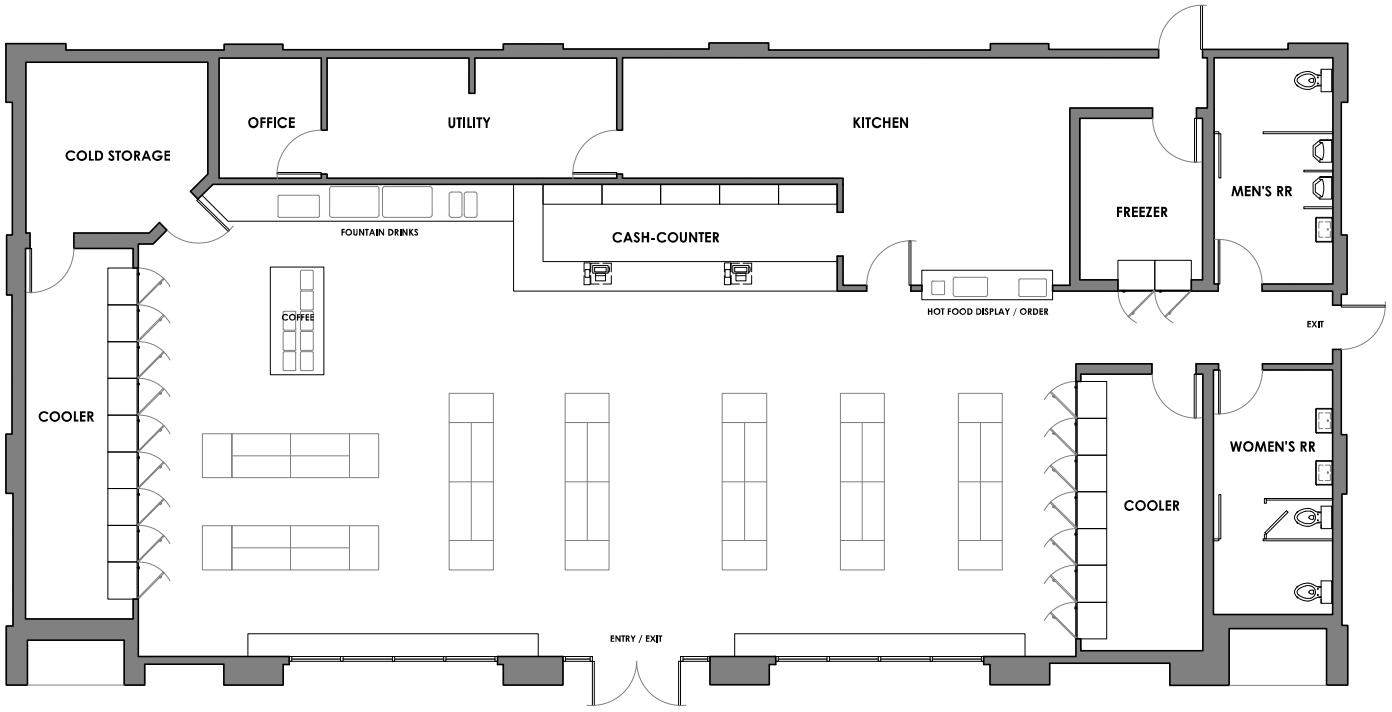
Residential:	$47,260.00
TOTAL ACCESSED	**$47,260.00**



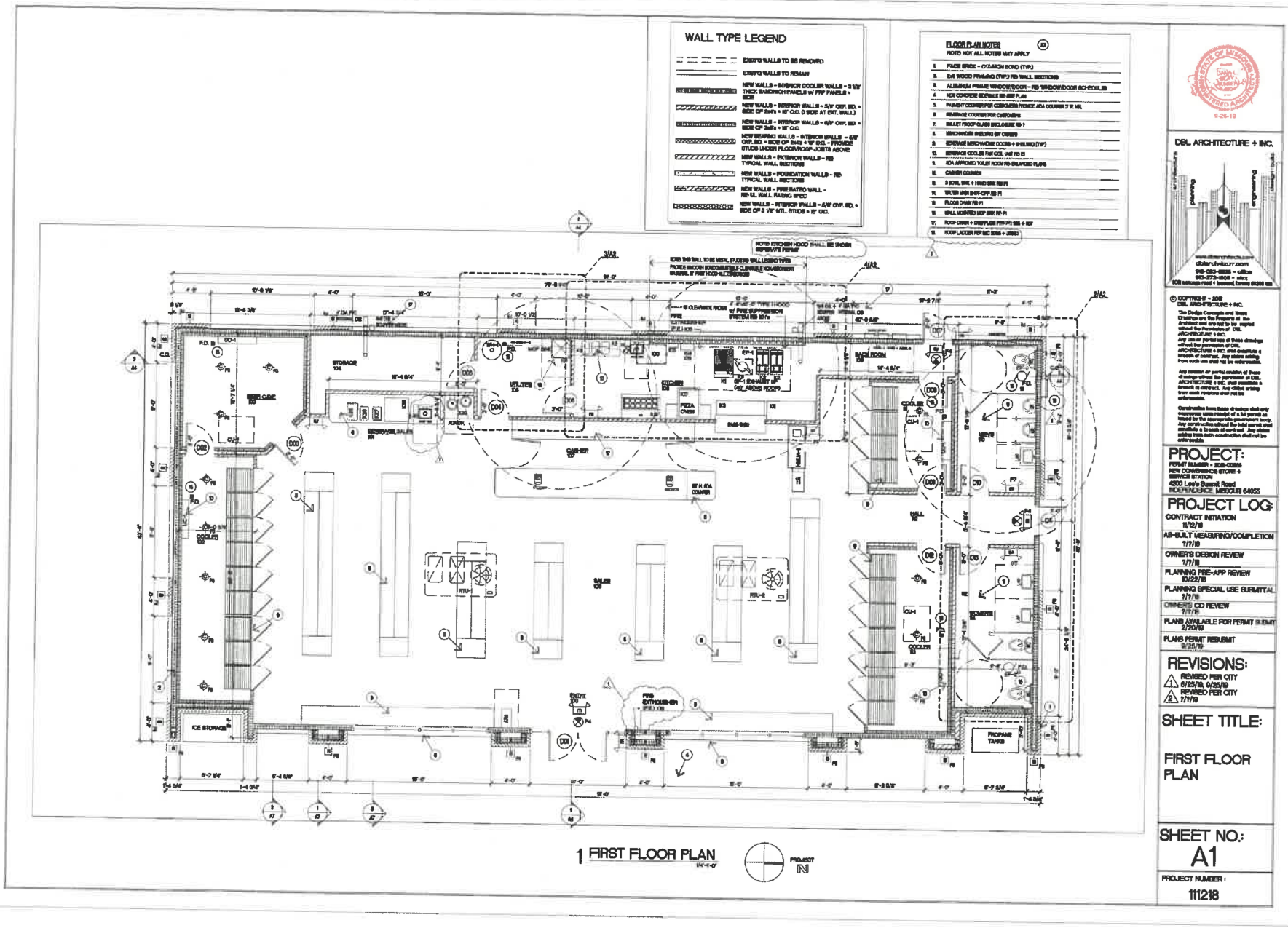
Google Street View
Sep 2024 See more dates
food&fuel expresso
Google Maps
Image capture: Sep 2024 © 2026 Google



INTERIOR ELEVATION



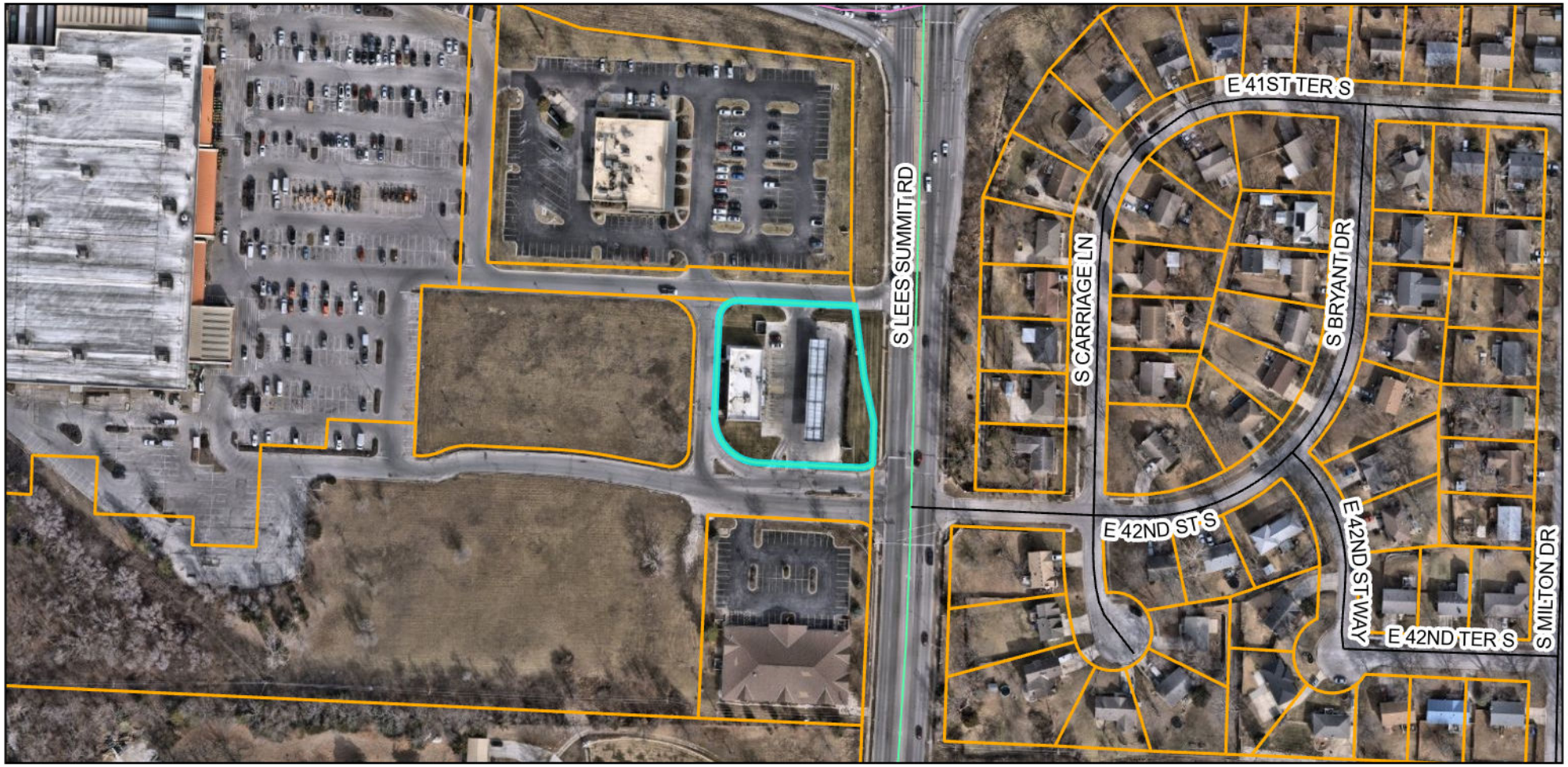
food&fuel expresso


WALL TYPE LEGEND
FLOOR PLAN NOTES
DBL ARCHITECTURE + INC.
PROJECT:
PROJECT LOG:
REVISIONS:
SHEET TITLE:
FIRST FLOOR PLAN
SHEET NO.:
A1
PROJECT NUMBER:
111218
1 FIRST FLOOR PLAN
PROJECT N

INDEPENDENCE
COMMUNITY DEVELOPMENT

Zoning Map

4200 S Lees Summit Rd



Legend

Parcels

0 125 250 500 US Feet

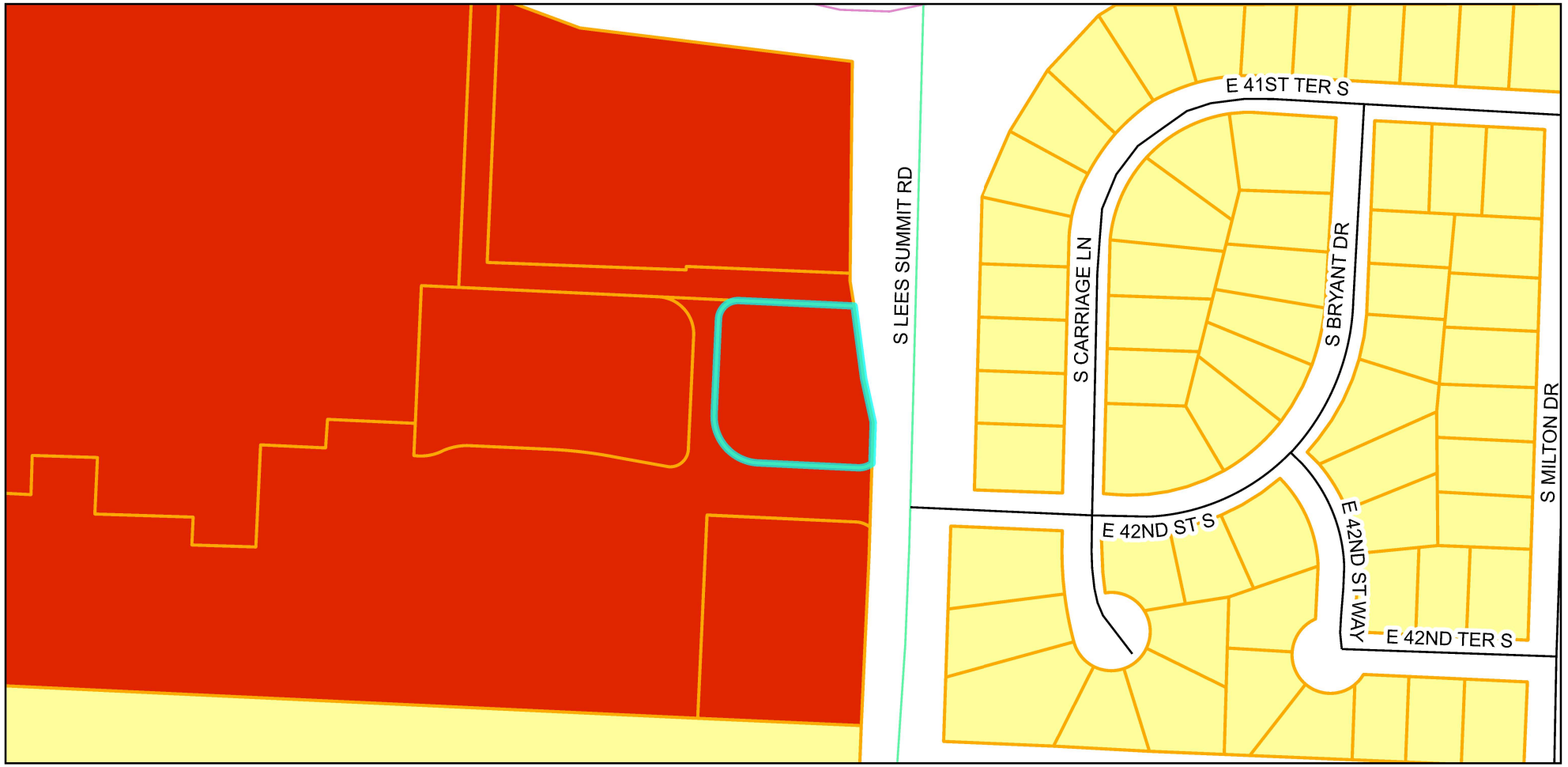
Prepared For: City Council
Meeting Date: June 15, 2026

N

INDEPENDENCE
COMMUNITY DEVELOPMENT

Zoning Map

4200 S Lees Summit Rd



Legend

Parcels

Zoning District

C-2

R-6

0 125 250 500 US Feet

Prepared For: City Council
Meeting Date: June 15, 2026

N

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-735 A resolution appointing successor directors to the Arrowhead Community Improvement District. **Approved Res. No. 7231**

Recommendations:

Council approval is recommended.

Background:

This resolution appoints successor directors to the Board of Directors of the Arrowhead Community Improvement District in accordance with the Cooperative Agreement between the City and the District, the Missouri Community Improvement District Act, and Resolution No. 2026-6 adopted by the District Board on May 20, 2026.

The City Council approved the petition establishing the Arrowhead Community Improvement District on March 21, 2016. Pursuant to the Cooperative Agreement between the City and the District, successor members of the District Board of Directors are appointed by the Mayor, subject to the consent of the City Council.

On May 20, 2026, the District Board adopted Resolution No. 2026-6 nominating successor directors to serve four-year terms. The proposed resolution formally appoints the nominated individuals in accordance with the governing documents of the District and applicable Missouri law.

The Arrowhead Community Improvement District Board of Directors nominates the following individuals:

- Andrea Lyngar to serve a four-year term as a Property Owner Representative (term is 6/20/2026-6/19/2030).
- Dante Cosentino to serve a four-year term as a Property Owner Representative (term is 6/20/2026-6/19/2030).
- Beth Cosentino to serve a four-year term as a Property Owner Representative (term is 6/20/2026-6/19/2030).

Emergency Justification:

Fiscal Impact:

There is no fiscal impact to the City associated with this resolution.

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Resolution Appointing Successor Directors to Arrowhead CID
2. Arrowhead CID Resolution
3. Res. No. 7231

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING SUCCESSOR DIRECTORS TO THE ARROWHEAD COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, on March 21, 2016, the City Council approved the petition to establish the Arrowhead Community Improvement District; and,

WHEREAS, the Cooperative Agreement between the City and the Arrowhead Community Improvement District provides that successor members of the Community Improvement District Board of Directors shall be appointed by the Mayor, subject to the consent of the City Council; and,

WHEREAS, on May 20, 2026, the Board of Directors of the Arrowhead Community Improvement District adopted Resolution No. 2026-6 nominating Successor Directors to serve four (4)-year terms; and,

WHEREAS, pursuant to the Missouri Community Improvement District Act and the governing documents of the Arrowhead Community Improvement District, the City Council is authorized to appoint Successor Directors nominated by the District Board of Directors.

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

SECTION 1. That the individuals identified in the Arrowhead Community Improvement District Resolution, together with the terms specified therein, are hereby appointed to serve as Successor Directors for the respective terms indicated.

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:

_____
City Manager

ARROWHEAD COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2026-6

NOMINATION OF SUCCESSOR DIRECTORS

WHEREAS, The Arrowhead Community Improvement District (the "District"), established on March 21, 2016, by Ordinance No. 18563 of the City Council of the City of Independence, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Section 67.1401 through 67.1571 of the RSMo, as amended (the "CID Act"); and

WHEREAS, the CID Act and Article III, Section 3 of the District Bylaws provide for the Mayor of the City to appoint Successor Directors of the District, with the consent of the City Council, and the District Bylaws set forth that Successor Directors shall serve for a term of four years.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ARROWHEAD COMMUNITY IMPROVEMENT DISTRICT, as follows:

1. The District hereby nominates Andrea Lyngar to serve a four-year term as a Property Owner Representative (term is 6/20/2026-6/19/2030).

2. The District hereby nominates Dante Cosentino to serve a four-year term as a Property Owner Representative (term is 6/20/2026-6/19/2030).

3. The District hereby nominates Beth Cosentino o serve a four-year term as a Property Owner Representative (term is 6/20/2026-6/19/2030).

4. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the Arrowhead Community Improvement District on May 20, 2026.

Adam Lyngar, Executive Director

111205519.1

Arrowhead CID
Successor Directors
5/26/26-sh

BILL NO. 26-135

RESOLUTION NO. 7231

A RESOLUTION APPOINTING SUCCESSOR DIRECTORS TO THE ARROWHEAD COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, on March 21, 2016, the City Council approved the petition to establish the Arrowhead Community Improvement District; and,

WHEREAS, the Cooperative Agreement between the City and the Arrowhead Community Improvement District provides that successor members of the Community Improvement District Board of Directors shall be appointed by the Mayor, subject to the consent of the City Council; and,

WHEREAS, on May 20, 2026, the Board of Directors of the Arrowhead Community Improvement District adopted Resolution No. 2026-6 nominating Successor Directors to serve four (4)-year terms; and,

WHEREAS, pursuant to the Missouri Community Improvement District Act and the governing documents of the Arrowhead Community Improvement District, the City Council is authorized to appoint Successor Directors nominated by the District Board of Directors.

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

SECTION 1. That the individuals identified in the Arrowhead Community Improvement District Resolution, together with the terms specified therein, are hereby appointed to serve as Successor Directors for the respective terms indicated.

PASSED THIS 15th DAY OF June, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Jeanne Holland
City Clerk

THE CITY OF INDEPENDENCE MISSOURI

Arrowhead CID
Successor Directors
5/26/26-sh

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-736 A resolution amending the Public Art Policy for the City of Independence. **Approved Res. No. 7232**

Recommendations:

Council approval is recommended.

Background:

Since October 2025, the Independence Arts Council has been reviewing the City's current Public Art Policy, comparing it with policies from other jurisdictions in the Kansas City metropolitan area, and developing recommended updates to strengthen and expand public art in Independence. The Council's proposed revisions were presented to the City Council during the March 23, 2026, Study Session. The agenda and presentation are available here: https://independencemo.portal.civicclerk.com/event/1851/files/agenda/2830, and the meeting video can be viewed here: https://youtu.be/D0Eg2QngBOY?list=PL-CID4TzFSpjC0qFct0EGK8GdGf3SIiR1&t=2771.

The proposed updates modernize and expand the City of Independence's Public Art Policy by clarifying roles, strengthening governance, and formalizing processes to support a comprehensive, accountable, and sustainable public art program.

Key updates include:

Expanded Purpose & Scope: The policy more clearly defines the value of public art, establishes expectations for transparency and integrity in project selection, and specifies that the policy applies to any artwork funded in whole or in part by the City or placed on City property.

Strengthened Independence Arts Council Role: The revisions reaffirm the Council's authority, outline detailed responsibilities, and broaden its advisory duties, including project review, public art inventory management, conservation recommendations, and oversight of the One Percent for the Arts Program. Membership qualifications and composition are also refined for clarity.

Expanded Definitions Section: New and updated definitions (e.g., artwork types, administrators, deaccessioning, temporary installations, construction costs) provide clarity and reduce ambiguity throughout the policy.

Content Standards & Appropriateness: Proposed changes reinforce criteria for evaluating artwork suitability, including neighborhood context, safety, visibility, and future development considerations, while reaffirming compliance with state obscenity laws.

Artist & Citizen Rights Protections: The revisions incorporate provisions related to copyright, artist attribution, and compliance with the Visual Artist Rights Act, ensuring legal protections and clearer expectations for artists and the public.

Maintenance & Conservation Framework: The updates formalize maintenance responsibilities, require maintenance plans and warranties for all new works, create standards for condition

assessments, and outline conditions for emergency removal or deaccessioning. A dedicated 20% allocation for administration and maintenance is established.
Enhanced One Percent for the Arts Program: The policy clarifies how the 1% allocation is calculated, applied, waived, or adjusted. It expands eligible uses of funds, codifies when private developments must contribute, and reinforces the Arts Council's authority to recommend expenditures or relocations of funds on a citywide basis.

As part of its forward-looking work plan, the Independence Arts Council will lead the development and adoption of a comprehensive Public Art Plan for the City of Independence. This plan will serve as a strategic framework to guide the placement, funding, and long-term stewardship of public art throughout the community. By establishing clear goals, priorities, and evaluation criteria, the Public Art Plan will not only strengthen the City's commitment to the arts but also provide a foundation for future policy enhancements and programmatic initiatives. In doing so, it will help ensure that public art continues to evolve, expand, and meaningfully contribute to the cultural vitality, identity, and economic development of Independence.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact City Manager /

REVIEWERS
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. Arts Policy Update Resolution
2. Existing Public Art Policy
3. Red Line Proposed Public Arts Policy
4. Clean Proposed Public Arts Policy
5. Katie McDonald- Liberty MO Arts Commission Chair
6. Public Art in the United States (2023–Present)_ Evidence-Based Effects on Communities

7. Res. No. 7232

Arts Policy Update
06/04/2026 – CD

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AMENDING THE PUBLIC ART POLICY FOR THE CITY OF INDEPENDENCE

WHEREAS, for many years, the City of Independence has endeavored to enhance the quality of life for residents through the promotion of Public Art in our community, and;

WHEREAS, Public Art also plays a role in increasing economic prosperity by attracting visitors, tourists, and new residents, and;

WHEREAS, important milestones in the City's efforts to promote Public Art include the establishment of the Independence Arts Council, Council adoption of the "One Percent for the Arts" policy, creation of the Englewood Arts District, and both Visual and Performing Arts initiatives, and;

WHEREAS, on December 21, 2020, the Independence City Council approved Resolution 6628, a resolution adopting the Public Arts Policy for the City of Independence, and;

WHEREAS, it appears to the City Council that the City's commitment to advancing Public Art will benefit from the adoption of an amended Public Art Policy;

AND WHEREAS, an amended Public Art Policy will create additional revenue sources for public art, establish guidelines for the management of public art assets, and provide direction to the Independence Arts Council and City staff.

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

Section 1. That the City Council of the City of Independence, Missouri, hereby adopts an amended Public Art Policy to advance and support Public Art in our community.

Section 2. That the City Council of the City of Independence, Missouri, hereby directs the Independence Arts Council to start the process of creating a plan for public arts in Independence.

PASSED THIS ____ DAY OF JUNE 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:

_____
City Manager

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

PUBLIC ART POLICY

PUBLIC ART POLICY
City of Independence, Missouri

I. GENERAL

1. Purpose. Art enhances the City of Independence's identity as a community that values creative and diverse expressions. It builds a sense of pride and enriches lives. Public art supports the creative industries providing opportunities for artists, designers and makers. This Public Art Policy is established in recognition of the value of integrating public art into the daily lives of the citizens, employees and visitors of Independence for the purpose of displaying public art to create and enhance stimulating and attractive public spaces. The goal of this policy is to manage, guide and ensure that the city, citizens and artists may all have confidence in inclusive opportunity and with the highest integrity and a clear understanding of processes:
    a. To ensure that artwork and the creative concepts of Artists and designated Art Districts are supported.
    b. To serve as an act of public trust and stewardship for Public Art.
    c. To increase public awareness and enjoyment of the Visual and Performing Arts
    d. To provide a process for selecting and exhibiting art on city-owned property and when city funds are used.
    e. To provide the groundwork for development and implementation of a comprehensive Public Art Program.

2. Scope. These regulations shall apply to all public art as defined by this policy that is visually accessible to the public and financially supported in whole or in part with City funds, donated to the City, borrowed or on-loan to the City and/or placed on city-owned property. Though perhaps broadly falling within the definition of Public Art, this policy is not intended to apply to and shall not apply with respect to pictures, decorations, or other displays placed or allowed by City or other government officials or employees on public property; the control of such displays shall be solely within the discretion of the City based on City policies, procedures, agreements and customs as well as any applicable laws.

II. THE MAYOR'S COMMISSION ON THE ARTS

1. Authority. The Mayor's Advisory Commission on the Arts ("The Commission" or "MACA") was established by Resolution No. 5916, passed on May 19, 2014. The role of the Commission was expanded with the adoption of Resolution 6218 on June 5, 2017, which created the "One Percent For The Arts" Program. The passage of Resolution 6366 on September 17, 2018, further expanded the mission of the Commission by adding Performing Art as well as Virtual Art.

   The purpose of the Commission is to: plan, promote and encourage public awareness of, accessibility to, participation in, and support for the artistic and cultural development of the City of Independence; forge partnerships with private and/or public organizations, to promote and support the arts; and serve as an advisory body to the Mayor and make recommendations to the City Council regarding the establishment and implementation of arts and cultural policies and programs.

2. Membership. The nine-member commission is comprised of the following: four members having significant knowledge and demonstrated experience in one or more areas of the visual arts including drawing, painting, ceramics, sculpture, printmaking, design, crafts photograph, video, filmmaking and architecture; one member having significant knowledge and demonstrated experience in one or more areas of the applied arts including industrial design, graphic design, fashion design, interior design and decorative art; two members from the business and professional community; and two members representing performing arts including theatre, music, and spoken word. Members serve three-year terms.
3. Mission. MACA shall work to advance the goals of this Public Art policy and to encourage artistic awareness, participation and expression; promote the employment of artists and makers; provide liaison with local organizations and state and federal agencies to share arts and policy issues and to encourage increased arts funding; to promote the continued availability of affordable quality living and working space for artists and makers to grow a culturally and artistically exuberant city.
4. Meetings. The commission shall meet at least quarterly.
5. Staff Support. The City Manager will designate at least one city staff to provide support to the MACA, including but limited to record and file meeting Minutes, post meeting notices, prepare and distribute to meeting Agendas, Minutes and documents and other support tasks.
6. Responsibilities
    a. Serve as an advisory body to the Mayor and make recommendations regarding the establishment and implementation of arts and cultural policies and programs.
    b. Review and advise on art related projects and/or placement of artworks on city owned and/or maintained property, making comment and recommendations regarding suitability of content, appropriateness, fabrication, installation, anticipated maintenance and/or acquisition.
    c. Assist in cataloguing the City's public art inventory including geographic location and condition for use in making recommendations for public art maintenance.
    d. Assist and advise with the development of a comprehensive Public Art Program including recommendations pertaining to conservation, maintenance, site selection and placement of Public Art; pooling and appropriation of funds; selection of projects and acquisition of artworks.
    e. Make recommendations relating to the One Percent for the Arts Program.
    f. Serve as a jury for artwork competitions, creating Calls for Artists utilizing recognized solicitation platforms and programs when appropriate and making recommendations of finalists using the following criteria reviewing works of art:

1. Artistic Quality and Merit: Due consideration will be given to the strength of the artist's concept, vision, innovation, execution and craftsmanship. ART IS SUBJECTIVE and should be judged on criteria set forth in specific project guidelines with consideration to appropriateness, soundness of material and skill level;
2. Context: Consideration should be given to the architectural, historical, geographical and socio-culture of the location and may also take into considerations the theme and context of the display in terms of scale, form, content and materials;
3. Original Works: All works of art except Performance Art in certain instances, including filmmaking, on temporary display on city-owned property shall be original works of art and not a reproductive print or copy of another artist's work. (d) any work of art deemed obscene (as defined by RSMo Section 573.100. (c)) or in violation any other city, state or federal laws will be rejected without appeal.

g. Research best practices such as recommended by the Americans for the Arts, (AFTA).

h. Advocate for designated Art Districts.

i. Make recommendations regarding the management of Public Art, including but not limited to the approval to deaccession artwork through sale or exchange or authorize the removal, alteration, relocation or destruction of artwork.

j. Periodically review Public Art Policy and make recommendations as needed.

III. DEFINITIONS

For the purpose of this Policy, the following words and phrases shall have the meanings respectively ascribed to them herein, unless the text clearly indicates otherwise:

1. **"Accession"** is a collections management tool for the acquisition of art or acceptance of gifted/donated art based on the principals of an organization's stated selection & acceptance criteria.
2. **"Administrator"** includes public art administrators, public art program representatives, art consultants, developers and any other person or team working on behalf of a commissioning body or entity.
3. **"Agreement" i**ncludes any written agreement pertaining to the planning, design, development, fabrication, delivery and/or installation of an Artwork, including but not limited to letters of intent (LOIs), memoranda of understanding (MOUs), commission agreements, contracts and construction agreements.

4. **"Architect"** is the person or firm designing the Project to which the one percent (1%) funding applies. Where the architect is a firm, the term Architect shall mean the principal of that firm in charge of designing the Project for which the one percent (1%) funding applies.

5. **"Artist"** is a practitioner in the arts, generally recognized by critics and peers as a professional of serious intent and recognized ability who produces Artworks.

6. **"Artwork"** includes but is not limited to, paintings, murals, inscriptions, stained glass, fiber work, statues, reliefs or other sculpture, monuments, fountains, arches, or other structures intended for ornament or commemoration. Also included are carvings, frescoes, mosaics, mobiles, photographs, drawings, collages, prints, crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, plastics and other materials. Landscape items include the artistic placement of natural materials or other functional art objects. Works of art may be portable as well as permanent.

7. **"City"** is the City of Independence.

8. **"Construction Cost"** is the contracted sum for construction of the designated project including any change orders. Construction costs do not include costs such as professional fees, cost of land, rights of way and financing.

9. **"Construction Project"** means any capital improvement project paid wholly or in part by the City of Independence for improvements to or new construction of a building or structure, streetscape, pedestrian mall or plaza, park, trail, or any other project, or any portion thereof, which includes finished space for human occupancy and will be available for public view.

10. **"Consultant"** is any firm, individual, joint venture or Committee of firms or individuals with which the City contracts for design or other consulting services related to construction projects.

11. **"Deaccessioning"** is a procedure for the withdrawal of an artwork from the public collection.

12. **"Eligible Construction Cost"** is that portion of the construction cost of any construction project paid for by the City of Independence to construct or remodel any building, decorative or commemorative structure, parking facility, recreational facility, or any portion thereof, located on City property, provided that the source of funds for such project(s) is not restricted by law or regulation as to its use for artworks.

13. **"Maintenance"** is regular review and any necessary work on public art required to maintain its original functionality.

14. **"Mayor's Advisory Commission on the Arts"**, **(The Commission) or (MACA)** is a group created to plan, promote, and encourage public awareness of, accessibility to, participation in, and support for the artistic and cultural development of the City of Independence; forge partnerships with private and/or public organizations in and around Jackson County to promote and support the visual and performance arts; and serve as an advisory body to the Mayor and make recommendations to the City Council regarding the establishment and implementation of arts and cultural policies and programs.

15. **"Public Art"** is any media that has been planned or executed with the intention of being accessible to the public.

16. **"Remodel"** is work required to substantially change or enhance the functionality of a facility.

17. **"Selection Committee (Jury)"** The Selection Committee oversees the process for artist selection as well as the selection of the public art design and the integration of the public art into the capital improvement project. A jury may be used when the public art selection process involves an open or invited competition. A jury is not involved in the management of the public art project.

18. **"Staff Representative"** is the staff liaison designated by the City Manager responsible to advise and assist the City of Independence and the Mayor's Commission on the Arts.

19. **"Temporary Art Installations"** refers to duration, not to the material with which a piece is constructed.

IV. CONTENT & APPROPRIATENESS

1. No obscenity, in accordance with RSMo Section 573.100. (c)
2. Appropriateness & Compatibility. Recognize the audience as well as special zoning districts for compatibility and appropriateness including: (a) the nature of the site's surrounding neighborhood, passersby and the potential impact on residents, businesses, and existing artworks and/or design elements within the vicinity; (b) visibility and public access; (c) public safety; (d) traffic patterns; (e) function and use of the facility or site; (f) any future development plans that may affect the artwork or public art project.

V. ARTIST & CITIZEN RIGHTS

1. The City will act in accordance with the Visual Artist Rights Act of 1990
2. The City will act in accordance with all relevant policies, procedures, agreements and applicable law with respect to non-discrimination and equal opportunity.
3. Whenever possible, works of art should be identified in a permanent manner appropriate to the context of the artwork including at the minimum, the artist's name, name of artwork and date of installation.

4. Reproductions or Adaptations will be subject to confirmation from the artist/owner who holds the copyright.

VI. MAINTENANCE CONSERVATION & INSTALLATION

1. The City shall be responsible for maintaining artwork as follows:
    a. The City shall be responsible for maintaining City-owned artwork on City property.
    b. The City shall be responsible for maintaining City-owned artwork located on private property by permission and subject to a signed agreement with the owner of the property.
    c. The City may at its discretion assume responsibility for maintaining artwork privately owned and on loan to the City, whether displayed on City property or on private property by permission, subject to the provisions of a signed agreement with the owner of the artwork. If located on private property, a separate signed agreement with the owner of the property will also be required.
    d. The City is not responsible for the maintenance of artworks privately owned, whether located on private or public property, if not on loan to the City per the terms of an agreement as set forth above.

2. Routine survey of condition will be made by city staff with assistance by MACA. Assessment may refer to photos in the Public Art Catalog for relative condition and original intent. The survey may include a condition report, recommendations for the conservation and maintenance of each artwork and a prioritized list of projects.

3. Artwork needing conservation should be reported to the City, which will take appropriate action to mitigate the situation.

4. Temporary works shall not be conserved.

5. It is the primary responsibility of the City to preserve and protect artworks under its jurisdiction, however, under certain conditions and in accordance with any City contractual agreement with the Artist, the City may authorize actions that would alter, modify or cause the destruction of an artwork.

6. Provisions for emergency removal - In the event that the structural integrity or condition of an artwork presents an imminent threat to public safety, the City may authorize the immediate removal.

7. Deaccessioning, or removal, of art work from the public art collection by the City other than in an emergency shall be based on a process of review, including recommendations from the MACA. In making recommendations, MACA will

consider a number of factors including the physical condition of the work, facilities for proper exhibition or storage, the works relationship to its site based on significant changes in use, character or site design, whether or not the work will be replaced by a more significant work, history and context.

VII. ONE PERCENT FOR THE ARTS

1. The City's One Percent for the Arts program was established with the passage of Resolution 6218 by the Independence City Council on June 5, 2017. That Resolution declared that an amount equal to one percent (1%) of the estimated cost of construction, reconstruction, or remodeling of any Municipal building shall be set aside for features of aesthetic ornamentation and adornment, including individual works of art, to be placed on or within the building or on the grounds thereof, or on other public property.

2. One Percent funding was subsequently increased by a provision in the City's Economic Development Policy, which states that private projects receiving public incentives must contribute an amount equal to 1% of the abated City tax on real property, to a maximum of $10,000, to the public art program. Private projects using public funds for the elimination of blight are also encouraged to include in construction plans elements of aesthetic adornment.

3. Expenditure of One Percent funds for public art is to be approved by the Mayor's Commission on the Arts, which will determine how and where these funds shall be spent. If the Commission determines that not all of the funds generated from a public building project are needed or desirable at that location, it may accumulate and expend leftover funds for public art on other public property. The Commission may also supplement One Percent funds through grants and donations.

4. The City Council may at its discretion waive the public art requirements, or supplement the funds generated through other means.

5. City projects exempt from the One Percent requirement include:

    a. Water, storm water or wastewater facilities, except for office buildings.
    b. Street construction and repair, inclusive of the public right of way improvements, such as curb, sidewalk, trail and traffic control facilities and landscaping.
    c. Maintenance projects.

6. These exemptions do not preclude the Department from proposing and including funding for art in a project. Departments are encouraged to include art to some degree in these exempted categories.

7. Art works obtained through the One Percent For The Arts Program will be deemed City assets, and the City Manager or his/her designee shall manage and maintain them in accordance with the City Charter.

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

PUBLIC ART POLICY

PUBLIC ART POLICY
City of Independence, Missouri

I. GENERAL

1. Purpose. Art enhances the City of Independence's identity as a community that values creative and diverse expressions. It builds a sense of pride and enriches lives. Public art supports the creative industries providing opportunities for artists, designers and makers. This Public Art Policy is established in recognition of the value of integrating public art into the daily lives of the citizens, employees and visitors of Independence for the purpose of displaying public art to create and enhance stimulating and attractive public spaces. The goal of this policy is to manage, guide and ensure that the city, citizens and artists may all have confidence in inclusive opportunity and with the highest integrity and a clear understanding of processes:
    a. To ensure that artwork and the creative concepts of Artists and designated Art Districts are supported.
    b. To serve as an act of public trust and stewardship for Public Art.
    c. To increase public awareness and enjoyment of the Visual and Performing Arts
    d. To provide a process for selecting and exhibiting art on city-owned property and when city funds are used.
    e. To provide the groundwork for development and implementation of a comprehensive Public Art Program.

2. Scope. These regulations shall apply to all public art as defined by this policy that is visually accessible to the public and financially supported ~~in whole~~as a whole or in part with City funds, donated to the City, borrowed or on-loan to the City and/or placed on city-owned property. Though perhaps broadly falling within the definition of Public Art, this policy is not intended to apply to and shall not apply with respect to pictures, decorations, or other displays placed or allowed by City or other government officials or employees on public property; the control of such displays shall be solely within the discretion of the City based on City policies, procedures, agreements and customs as well as any applicable laws.

II. THE ~~MAYOR'S COMMISSION ON THE ARTS~~INDEPENDENCE ARTS COUNCIL

~~1.~~ Authority. The ~~Mayor's Advisory Commission on the Arts ("The Commission" or "MACA")~~Independence Arts Council was established by Resolution No. ~~5916~~6962, passed on ~~May 19, 2014~~October 2, 2023. The role of the Independence Arts Council~~Commission~~ was ~~expanded~~ established with the adoption of Resolution 6218 on June 5, 2017, which created the "One Percent ~~F~~for ~~T~~the Arts" Program. ~~The passage of Resolution 6366 on September 17, 2018, further expanded the mission of the Commission by adding Performing Art as well as Virtual Art.~~

1. The purpose of the Independence Arts Council~~Commission~~ is to:
    a. ~~p~~Plan, promote and encourage public awareness of, accessibility to, participation in, and support for the artistic and cultural development of the City of Independence;
    b. ~~f~~Forge partnerships with private and/or public organizations, to promote and support the arts;
    c. ~~and s~~Serve as an advisory body to the Mayor and make recommendations

to the City Council regarding the establishment and implementation of arts and cultural policies and programs.

d. Administer the City's One Percent for the Arts Program, as authorized by City Council.

2. Membership. The nine-member ~~commission~~ Independence Arts Council is comprised of the following:
    a. ~~f~~Four members having significant knowledge and demonstrated experience in one or more areas of the visual arts including drawing, painting, ceramics, sculpture, printmaking, design, crafts photograph, video, filmmaking and architecture;
    b. ~~o~~One member having significant knowledge and demonstrated experience in one or more areas of the applied arts including industrial design, graphic design, fashion design, interior design and decorative art;
    c. ~~t~~Two members from the business and professional community;
    ~~a.~~d. ~~and t~~Two members representing performing arts including theatre, music, and spoken word. Members serve three-year terms.
3. Mission. ~~MACA~~ The Independence Arts Council shall:
    a. ~~w~~Work to advance the goals of this Public Art ~~p~~Policy and to encourage artistic awareness, participation and expression;
    b. ~~p~~Promote the employment of artists and makers;
    c. ~~p~~Provide liaison with local organizations and state and federal agencies to share arts and policy issues and to encourage increased arts funding;
    ~~b.~~d. ~~to p~~Promote the continued availability of affordable quality living and working space for artists and makers to grow a culturally and artistically exuberant city.

~~2.~~4. Meetings. The Independence Arts Council ~~commission~~ shall meet at least quarterly.

~~3.~~5. Staff Support. The City Manager will designate at least one city staff to provide support to the Independence Arts Council ~~MACA~~, including but limited to record and file meeting Minutes, post meeting notices, prepare and distribute ~~to~~ meeting Agendas, Minutes and documents and other support tasks.

~~4.~~6. Responsibilities

The Independence Arts Council shall:

a. Serve as an advisory body to the Mayor and make recommendations to the City Council regarding the establishment and implementation of arts and cultural policies and programs.
b. Review and advise on art related projects and/or placement of artworks on city owned and/or maintained property, making ~~comment~~comments and recommendations regarding suitability of content, appropriateness, fabrication, installation, anticipated maintenance and/or acquisition.
c. Assist in cataloguing the City's public art inventory including geographic location and condition for use in making recommendations for public art maintenance.
d. Assist and advise with the development of a comprehensive Public Art Program including recommendations pertaining to conservation, maintenance, site selection and placement of Public Art; pooling and appropriation of funds; selection of projects and acquisition of artworks.
e. Make recommendations relating to the One Percent for the Arts Program.
f. Serve as a jury for artwork competitions, creating Calls for Artists utilizing recognized solicitation platforms and programs when appropriate and making recommendations of finalists using the following criteria reviewing works of art:

1. Artistic Quality and Merit: Due consideration will be given to the strength of the artist's concept, vision, innovation, execution and craftsmanship. ART IS SUBJECTIVE and should be judged on criteria set forth in specific project guidelines with consideration to appropriateness, soundness of material and skill level;
2. Context: Consideration should be given to the architectural, historical, geographical and socio-culture of the location and may also take into ~~considerations~~consideration the theme and context of the display in terms of scale, form, content and materials;
3. Original Works: All works of art except Performance Art in certain instances, including filmmaking, on temporary display on city-owned property shall be original works of art and not a reproductive print or copy of another artist's work. (d) any work of art deemed obscene (as defined by RSMo Section 573.100. (c)) or in violation any other city, state or federal laws will be rejected without appeal.

~~f.~~g. Research best practices such as recommended by the Americans for the Arts, (AFTA).

~~g.~~h. Advocate for designated Art Districts.

~~h.~~i. Make recommendations regarding the management of Public Art, including but not limited to the approval to deaccession artwork through sale or exchange or authorize the removal, alteration, relocation or destruction of artwork.

j. Periodically review Public Art Policy and make recommendations as needed.

k. Collaborate with the City to create and maintain an arts webpage on the City's official website and coordinate all communications related to public art initiatives.

l. Provide for annual reports to the City Council.

III. DEFINITIONS

For the purpose of this Policy, the following words and phrases shall have the meanings respectively ascribed to them herein, unless the text clearly indicates otherwise:

1. **"Accession"** is a collections management tool for the acquisition of art or acceptance of gifted/donated art based on the principals of an organization's stated selection & acceptance criteria.
2. **"Administrator"** includes public art administrators, public art program representatives, art consultants, developers and any other person or team working on behalf of a commissioning body or entity.
3. **"Agreement" i**ncludes any written agreement pertaining to the planning, design, development, fabrication, delivery and/or installation of an Artwork, including but not limited to letters of intent (LOIs), memoranda of understanding (MOUs), commission agreements, contracts and construction agreements.

4. **"Architect"** is the person or firm designing the Project to which ~~the one~~one percent (1%) funding applies. Where the architect is a firm, the term Architect shall mean the principal of that firm in charge of designing the Project for which the one percent (1%) funding applies.

5. **"Artist"** is a practitioner in the arts, generally recognized by critics and peers as a professional of serious intent and recognized ability who produces Artworks.

6. **"Artwork"** includes, but is not limited to, paintings, murals, inscriptions, stained glass, fiber work, statues, reliefs or other ~~sculpture~~sculptures, monuments, fountains, arches, or other structures intended for ornament or commemoration. Also included are carvings, frescoes, mosaics, mobiles, photographs, drawings, collages, prints, crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, plastics and other materials. Landscape items include the artistic placement of natural materials or other functional art objects. Works of art may be portable as well as permanent.

7. **"City"** is the City of Independence.
8. **"Construction Cost"** is the contracted sum for construction of the designated project including any change orders. Construction costs do not include costs such as professional fees, cost of land, rights of way and financing.

9. **"Construction Project"** means any capital improvement project paid wholly or in part by the City of Independence for improvements to, or new construction of, a building or structure, streetscape, pedestrian mall or plaza, park, trail, or any other project, or any portion thereof, which includes finished space for human occupancy and will be available for public view.

10. **"Consultant"** is any firm, individual, joint venture or Committee of firms or individuals with which the City contracts for design or other consulting services related to construction projects.

11. **"Deaccessioning"** is a procedure for the withdrawal of an artwork from the public collection.

12. **"Eligible Construction Cost"** is that portion of the construction cost of any construction project paid for by the City of Independence to construct or remodel any building, decorative or commemorative structure, parking facility, recreational facility, or any portion thereof, located on City property, provided that the source of funds for such project(s) is not restricted by law or regulation as to its use for artworks.

13. **"Independence Arts Council"** is a group created to plan, promote, and encourage public awareness of, accessibility to, participation in, and support for the artistic and cultural development of the City of Independence; forge partnerships with private and/or public organizations in and around Jackson

County to promote and support the visual and performance arts; and serve as an advisory body to the Mayor and make recommendations to the City Council regarding the establishment and implementation of arts and cultural policies and programs.

~~13.~~14. **"Maintenance"** is regular review and any necessary work on public art required to maintain its original functionality.

~~14. **"Mayor's Advisory Commission on the Arts", (The Commission) or (MACA)** is a group created to plan, promote, and encourage public awareness of, accessibility to, participation in, and support for the artistic and cultural development of the City of Independence; forge partnerships with private and/or public organizations in and around Jackson County to promote and support the visual and performance arts; and serve as an advisory body to the Mayor and make recommendations to the City Council regarding the establishment and implementation of arts and cultural policies and programs.~~

15. **"Public Art"** is any media that has been planned or executed with the intention of being accessible to the public.

16. **"Remodel"** is work required to substantially change or enhance the functionality of a facility.

17. **"Selection Committee (Jury)"** The Selection Committee oversees the process for artist selection as well as the selection of the public art design and the integration of the public art into the capital improvement project. A jury may be used when the public art selection process involves an open or invited competition. A jury is not involved in the management of the public art project.

18. **"Staff Representative"** is the staff liaison designated by the City Manager responsible ~~to advise~~for advising and ~~assist~~assisting the City of Independence and the ~~Mayor's Commission on the Arts~~Independence Arts Council.

19. **"Temporary Art Installations"** refers to duration, not to the material with which a piece is constructed.

IV. CONTENT & APPROPRIATENESS

1. No obscenity, in accordance with RSMo Section 573.100. (c)
2. Appropriateness & Compatibility. Recognize the audience as well as special zoning districts for compatibility and appropriateness including:
    a. ~~(a) t~~The nature of the site's surrounding neighborhood, passersby and the potential impact on residents, businesses, and existing artworks and/or design elements within the vicinity;
    b. ~~(b) v~~Visibility and public access;
    c. ~~(c) p~~Public safety;
    d. ~~(d) t~~Traffic patterns;
    e. ~~(e) f~~Function and use of the facility or site;
    ~~a.~~f. ~~(f) a~~Any future development plans that may affect the artwork or public art project.

V. ARTIST & CITIZEN RIGHTS

1. The City will act in accordance with the Visual Artist Rights Act of 1990
2. The City will act in accordance with all relevant policies, procedures, agreements

and applicable law with respect to non-discrimination and equal opportunity.

3. Whenever possible, works of art should be identified in a permanent manner appropriate to the context of the artwork including at the minimum, the artist's name, name of artwork and date of installation.

4. Reproductions or Adaptations will be subject to confirmation from the artist/owner who holds the copyright.

VI. MAINTENANCE CONSERVATION & INSTALLATION

1. The City shall be responsible for maintaining artwork as follows:
    a. The City shall be responsible for maintaining City-owned artwork on City property.
    b. The City shall be responsible for maintaining City-owned artwork located on private property by permission and subject to a signed agreement with the owner of the property.
    c. The City may at its discretion assume responsibility for maintaining artwork privately owned and on loan to the City, whether displayed on City property or on private property by permission, subject to the provisions of a signed agreement with the owner of the artwork. If located on private property, a separate signed agreement with the owner of the property will also be required.
    d. The City is not responsible for the maintenance of artworks privately owned, whether located on private or public property, if not on loan to the City per the terms of an agreement as set forth above.
2. In determining the placement of public art, the following guidelines should be followed:
    a. Priority List: It has been determined that, to have the greatest impact, public art should be clustered or consolidated within a selected area, thereby resulting in a Priority List. Annually, the Arts Council shall review the Priority List to determine if adjustments or changes should be recommended for consideration by the City Council.
    b. Location Selection Factors: In determining a specific site, the Arts Council and City Council shall consider a number of factors, including but not limited:
        1. Durability;
        2. Maintenance requirements;
        3. Appropriateness of piece of artwork for the site;
        4. Accessibility of the site;
        5. Secure location; and
        6. Fit with the other pieces of City public art
    c. Art Displays on Loan to the City of Independence: In addition to purchasing public art, the City Council and Arts Council may consider securing art displays that rotate or travel throughout the City. Such public art displays would be on loan to the City. Prior to approval of such public art displays, the City Council shall direct the City Attorney or designee to commence negotiations with the artist(s) or agent to agree on contract terms for loan of the public arts display. The City Attorney shall draft the contract and approve as to form.

~~VII.~~

3. 20% of each artwork's budget shall be dedicated for administration and

maintenance conservation.

4. All artwork shall include an artist maintenance plan and 2-year warranty in contracts.

~~1.~~5. Routine survey of ~~condition~~conditions will be ~~made~~conducted by the Independence Arts Council with assistance from city staff ~~with assistance by MACA~~. Assessment may refer to photos in the Public Art Catalog for relative condition and original intent. The survey may include a condition report, recommendations for the conservation and maintenance of each artwork and a prioritized list of projects.

~~2.~~6. Artwork needing conservation should be reported to the City, which will take appropriate action to mitigate the situation.

~~3.~~7. Temporary ~~works~~work shall not be conserved.

~~4.~~8. It is the primary responsibility of the City to preserve and protect artworks under its jurisdiction, however, under certain conditions and in accordance with any City contractual agreement with the Artist, the City may authorize actions that would alter, modify or cause the destruction of an artwork.

~~5.~~ Provisions for emergency removal - In the event that the structural integrity or condition of an artwork presents an imminent threat to public safety, the City may authorize the immediate removal.

9.

~~6.~~

Deaccessioning, or removal, of ~~art work~~artwork from the public art collection by the City other than in an emergency shall be based on a process of review, including recommendations from the ~~MACA~~Independence Arts Council. In making recommendations, ~~MACA~~ the Independence Arts Council will

~~7.~~10. consider a number of factors including the physical condition of the work, facilities for proper exhibition or storage, the works relationship to its site based on significant changes in use, character or site design, whether or not the work will be replaced by a more significant work, history and context.

~~VIII.~~VII. ONE PERCENT FOR THE ARTS

~~IX.~~

1. ~~The City's One Percent for the Arts program was established with the passage of Resolution 6218 by the Independence City Council on June 5, 2017. That Resolution declared that a~~An amount equal to one percent (1%) of the estimated cost of construction, reconstruction, or remodeling of any Municipal building shall be set aside for ~~features of aesthetic ornamentation and adornment, including individual works of art, to be placed on or within the building or on the grounds thereof, or on other public property~~artwork as defined in Section 3.6. However, if the construction, reconstruction, or remodeling of a Municipal building is funded through revenue bonds or another dedicated funding source that legally restricts the use of funds for art, the portion of the project cost financed by those restricted funds shall be excluded from the one percent (1%) calculation.

1.

~~X.~~

2. Private projects receiving public incentives under Missouri law, specifically through Chapter 100 Industrial Development Bonds or Tax Increment Financing (TIF), shall contribute an amount equal to one percent (1%) of the abated City real property tax for artwork as defined in Section 3.6.
3. In no case shall the one percent (1%) contribution exceed $1 Million.
4. ~~One Percent funding was subsequently increased by a provision in the City's Economic Development Policy, which states that private projects receiving public incentives must contribute an amount equal to 1% of the abated City tax on real property, to a maximum of $10,000, to the public art program. Private projects using public funds for the elimination of blight are also encouraged to include in construction plans elements of aesthetic adornment.~~In cases where the one percent (1%) contribution would result in a disproportionate or excessive allocation of funds for artwork, the City may permit an adjustment to the required contribution, subject to a recommendation by the Arts Council and approval by the City Council.
5. Funds contributed under this policy may be used either for artwork directly associated with the project or deposited into a City-managed public art fund for placement of artwork in other locations within the City, as determined by the Independence Arts Council.

~~XI.~~

~~1.~~6. Expenditure of One Percent for the Arts Program funds for public art is to be approved by the ~~Mayor's Commission on the Arts~~Independence Arts Council, which will determine how and where these funds shall be spent. If the Independence Arts Council~~Commission~~ determines that not ~~all of~~all the funds generated from a public building project are needed or desirable at that location, it may accumulate and expend leftover funds for public art on other public

property. The Independence Arts Council~~Commission~~ may also supplement One Percent for the Arts Program funds through grants and donations.

~~**XII.**~~

~~1.~~7. The City Council ~~may~~may, at its discretion, after a recommendation by the Independence Arts Council, waive the public art requirements only for safety reasons, legal restrictions, or a demonstratable hardship, or supplement the funds generated through other means.

~~2. City projects exempt from the One Percent requirement include:~~

~~a. Water, storm water or wastewater facilities, except for office buildings.~~

~~b. Street construction and repair, inclusive of the public right of way improvements, such as curb, sidewalk, trail and traffic control facilities and landscaping.~~

~~c. Maintenance projects.~~

~~3.~~8. These exemptions do not preclude the Department from proposing and including funding for art in a project. Departments are encouraged to include art to some degree in these exempted categories.

~~4.~~9. Art works obtained through the One Percent ~~F~~for ~~T~~the Arts Program will be deemed City assets, and the City Manager or his/her designee shall manage and maintain them in accordance with the City Charter.

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

PUBLIC ART POLICY

PUBLIC ART POLICY
City of Independence, Missouri

I. GENERAL

1. Purpose. Art enhances the City of Independence's identity as a community that values creative and diverse expressions. It builds a sense of pride and enriches lives. Public art supports the creative industries providing opportunities for artists, designers and makers. This Public Art Policy is established in recognition of the value of integrating public art into the daily lives of the citizens, employees and visitors of Independence for the purpose of displaying public art to create and enhance stimulating and attractive public spaces. The goal of this policy is to manage, guide and ensure that the city, citizens and artists may all have confidence in inclusive opportunity and with the highest integrity and a clear understanding of processes:
    a. To ensure that artwork and the creative concepts of Artists and designated Art Districts are supported.
    b. To serve as an act of public trust and stewardship for Public Art.
    c. To increase public awareness and enjoyment of the Visual and Performing Arts
    d. To provide a process for selecting and exhibiting art on city-owned property and when city funds are used.
    e. To provide the groundwork for development and implementation of a comprehensive Public Art Program.
2. Scope. These regulations shall apply to all public art as defined by this policy that is visually accessible to the public and financially supported as a whole or in part with City funds, donated to the City, borrowed or on-loan to the City and/or placed on city-owned property. Though perhaps broadly falling within the definition of Public Art, this policy is not intended to apply to and shall not apply with respect to pictures, decorations, or other displays placed or allowed by City or other government officials or employees on public property; the control of such displays shall be solely within the discretion of the City based on City policies, procedures, agreements and customs as well as any applicable laws.

II. THE INDEPENDENCE ARTS COUNCIL

1. Authority. The Independence Arts Council was established by Resolution No. 6962, passed on October 2, 2023. The role of the Independence Arts Council was established with the adoption of Resolution 6218 on June 5, 2017, which created the "One Percent for the Arts" Program. The purpose of the Independence Arts Council is to:
    a. Plan, promote and encourage public awareness of, accessibility to, participation in, and support for the artistic and cultural development of the City of Independence;
    b. Forge partnerships with private and/or public organizations, to promote and support the arts;
    c. Serve as an advisory body to the Mayor and make recommendations to the City Council regarding the establishment and implementation of arts and cultural policies and programs.
    d. Administer the City's One Percent for the Arts Program, as authorized by City Council.

2. Membership. The nine-member Independence Arts Council is comprised of the following:
    a. Four members having significant knowledge and demonstrated experience in one or more areas of the visual arts including drawing, painting, ceramics, sculpture, printmaking, design, crafts photograph, video, filmmaking and architecture;
    b. One member having significant knowledge and demonstrated experience in one or more areas of the applied arts including industrial design, graphic design, fashion design, interior design and decorative art;
    c. Two members from the business and professional community;
    d. Two members representing performing arts including theatre, music, and spoken word. Members serve three-year terms.
3. Mission. The Independence Arts Council shall:
    a. Work to advance the goals of this Public Art Policy and to encourage artistic awareness, participation and expression;
    b. Promote the employment of artists and makers;
    c. Provide liaison with local organizations and state and federal agencies to share arts and policy issues and to encourage increased arts funding;
    d. Promote the continued availability of affordable quality living and working space for artists and makers to grow a culturally and artistically exuberant city.
4. Meetings. The Independence Arts Council shall meet at least quarterly.
5. Staff Support. The City Manager will designate at least one city staff to provide support to the Independence Arts Council , including but limited to record and file meeting Minutes, post meeting notices, prepare and distribute meeting Agendas, Minutes and documents and other support tasks.
6. Responsibilities
   The Independence Arts Council shall:
    a. Serve as an advisory body to the Mayor and make recommendations to the City Council regarding the establishment and implementation of arts and cultural policies and programs.
    b. Review and advise on art related projects and/or placement of artworks on city owned and/or maintained property, making comments and recommendations regarding suitability of content, appropriateness, fabrication, installation, anticipated maintenance and/or acquisition.
    c. Assist in cataloguing the City's public art inventory including geographic location and condition for use in making recommendations for public art maintenance.
    d. Assist and advise with the development of a comprehensive Public Art Program including recommendations pertaining to conservation, maintenance, site selection and placement of Public Art; pooling and appropriation of funds; selection of projects and acquisition of artworks.
    e. Make recommendations relating to the One Percent for the Arts Program.
    f. Serve as a jury for artwork competitions, creating Calls for Artists utilizing recognized solicitation platforms and programs when appropriate and making recommendations of finalists using the following criteria reviewing works of art:

1. Artistic Quality and Merit: Due consideration will be given to the strength of the artist's concept, vision, innovation, execution and craftsmanship. ART IS SUBJECTIVE and should be judged on criteria set forth in specific project guidelines with consideration to appropriateness, soundness of material and skill level;
2. Context: Consideration should be given to the architectural, historical, geographical and socio-culture of the location and may also take into consideration the theme and context of the display in terms of scale, form, content and materials;
3. Original Works: All works of art except Performance Art in certain instances, including filmmaking, on temporary display on city-owned property shall be original works of art and not a reproductive print or copy of another artist's work. (d) any work of art deemed obscene (as defined by RSMo Section 573.100. (c)) or in violation any other city, state or federal laws will be rejected without appeal.

g. Research best practices such as recommended by the Americans for the Arts, (AFTA).
h. Advocate for designated Art Districts.
i. Make recommendations regarding the management of Public Art, including but not limited to the approval to deaccession artwork through sale or exchange or authorize the removal, alteration, relocation or destruction of artwork.
j. Periodically review Public Art Policy and make recommendations as needed.
k. Collaborate with the City to create and maintain an arts webpage on the City's official website and coordinate all communications related to public art initiatives.
l. Provide for annual reports to the City Council.

III. DEFINITIONS

For the purpose of this Policy, the following words and phrases shall have the meanings respectively ascribed to them herein, unless the text clearly indicates otherwise:

1. **"Accession"** is a collections management tool for the acquisition of art or acceptance of gifted/donated art based on the principals of an organization's stated selection & acceptance criteria.
2. **"Administrator"** includes public art administrators, public art program representatives, art consultants, developers and any other person or team working on behalf of a commissioning body or entity.
3. **"Agreement" i**ncludes any written agreement pertaining to the planning, design, development, fabrication, delivery and/or installation of an Artwork, including but not limited to letters of intent (LOIs), memoranda of understanding (MOUs), commission agreements, contracts and construction agreements.
4. **"Architect"** is the person or firm designing the Project to which one percent (1%) funding applies. Where the architect is a firm, the term Architect shall mean

the principal of that firm in charge of designing the Project for which the one percent (1%) funding applies.

5. **"Artist"** is a practitioner in the arts, generally recognized by critics and peers as a professional of serious intent and recognized ability who produces Artworks.
6. **"Artwork"** includes, but is not limited to, paintings, murals, inscriptions, stained glass, fiber work, statues, reliefs or other sculptures, monuments, fountains, arches, or other structures intended for ornament or commemoration. Also included are carvings, frescoes, mosaics, mobiles, photographs, drawings, collages, prints, crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, plastics and other materials. Landscape items include the artistic placement of natural materials or other functional art objects. Works of art may be portable as well as permanent.
7. **"City"** is the City of Independence.
8. **"Construction Cost"** is the contracted sum for construction of the designated project including any change orders. Construction costs do not include costs such as professional fees, cost of land, rights of way and financing.
9. **"Construction Project"** means any capital improvement project paid wholly or in part by the City of Independence for improvements to, or new construction of, a building or structure, streetscape, pedestrian mall or plaza, park, trail, or any other project, or any portion thereof, which includes finished space for human occupancy and will be available for public view.
10. **"Consultant"** is any firm, individual, joint venture or Committee of firms or individuals with which the City contracts for design or other consulting services related to construction projects.
11. **"Deaccessioning"** is a procedure for the withdrawal of an artwork from the public collection.
12. **"Eligible Construction Cost"** is that portion of the construction cost of any construction project paid for by the City of Independence to construct or remodel any building, decorative or commemorative structure, parking facility, recreational facility, or any portion thereof, located on City property, provided that the source of funds for such project(s) is not restricted by law or regulation as to its use for artworks.
13. **"Independence Arts Council"** is a group created to plan, promote, and encourage public awareness of, accessibility to, participation in, and support for the artistic and cultural development of the City of Independence; forge partnerships with private and/or public organizations in and around Jackson County to promote and support the visual and performance arts; and serve as an advisory body to the Mayor and make recommendations to the City Council regarding the establishment and implementation of arts and cultural policies and programs.
14. **"Maintenance"** is regular review and any necessary work on public art required to maintain its original functionality.
15. **"Public Art"** is any media that has been planned or executed with the intention of being accessible to the public.
16. **"Remodel"** is work required to substantially change or enhance the functionality of a facility.
17. **"Selection Committee (Jury)"** The Selection Committee oversees the process

for artist selection as well as the selection of the public art design and the integration of the public art into the capital improvement project. A jury may be used when the public art selection process involves an open or invited competition. A jury is not involved in the management of the public art project.

18. **"Staff Representative"** is the staff liaison designated by the City Manager responsible for advising and assisting the City of Independence and the Independence Arts Council.
19. **"Temporary Art Installations"** refers to duration, not to the material with which a piece is constructed.

IV. CONTENT & APPROPRIATENESS

1. No obscenity, in accordance with RSMo Section 573.100. (c)
2. Appropriateness & Compatibility. Recognize the audience as well as special zoning districts for compatibility and appropriateness including:
    a. The nature of the site's surrounding neighborhood, passersby and the potential impact on residents, businesses, and existing artworks and/or design elements within the vicinity;
    b. Visibility and public access;
    c. Public safety;
    d. Traffic patterns;
    e. Function and use of the facility or site;
    f. Any future development plans that may affect the artwork or public art project.

V. ARTIST & CITIZEN RIGHTS

1. The City will act in accordance with the Visual Artist Rights Act of 1990
2. The City will act in accordance with all relevant policies, procedures, agreements and applicable law with respect to non-discrimination and equal opportunity.
3. Whenever possible, works of art should be identified in a permanent manner appropriate to the context of the artwork including at the minimum, the artist's name, name of artwork and date of installation.
4. Reproductions or Adaptations will be subject to confirmation from the artist/owner who holds the copyright.

VI. MAINTENANCE CONSERVATION & INSTALLATION

1. The City shall be responsible for maintaining artwork as follows:
    a. The City shall be responsible for maintaining City-owned artwork on City property.
    b. The City shall be responsible for maintaining City-owned artwork located on private property by permission and subject to a signed agreement with the owner of the property.
    c. The City may at its discretion assume responsibility for maintaining artwork privately owned and on loan to the City, whether displayed on City property or on private property by permission, subject to the provisions of a signed agreement with the owner of the artwork. If located on private property, a separate signed agreement with the owner of the property will also be required.

d. The City is not responsible for the maintenance of artworks privately owned, whether located on private or public property, if not on loan to the City per the terms of an agreement as set forth above.

2. In determining the placement of public art, the following guidelines should be followed:
    a. Priority List: It has been determined that, to have the greatest impact, public art should be clustered or consolidated within a selected area, thereby resulting in a Priority List. Annually, the Arts Council shall review the Priority List to determine if adjustments or changes should be recommended for consideration by the City Council.
    b. Location Selection Factors: In determining a specific site, the Arts Council and City Council shall consider a number of factors, including but not limited:
        1. Durability;
        2. Maintenance requirements;
        3. Appropriateness of piece of artwork for the site;
        4. Accessibility of the site;
        5. Secure location; and
        6. Fit with the other pieces of City public art
    c. Art Displays on Loan to the City of Independence: In addition to purchasing public art, the City Council and Arts Council may consider securing art displays that rotate or travel throughout the City. Such public art displays would be on loan to the City. Prior to approval of such public art displays, the City Council shall direct the City Attorney or designee to commence negotiations with the artist(s) or agent to agree on contract terms for loan of the public arts display. The City Attorney shall draft the contract and approve as to form.
3. 20% of each artwork's budget shall be dedicated for administration and maintenance conservation.
4. All artwork shall include an artist maintenance plan and 2-year warranty in contracts.
5. Routine survey of conditions will be conducted by the Independence Arts Council with assistance from city staff. Assessment may refer to photos in the Public Art Catalog for relative condition and original intent. The survey may include a condition report, recommendations for the conservation and maintenance of each artwork and a prioritized list of projects.
6. Artwork needing conservation should be reported to the City, which will take appropriate action to mitigate the situation.
7. Temporary work shall not be conserved.
8. It is the primary responsibility of the City to preserve and protect artworks under its jurisdiction, however, under certain conditions and in accordance with any City contractual agreement with the Artist, the City may authorize actions that would alter, modify or cause the destruction of an artwork.
9. Provisions for emergency removal - In the event that the structural integrity or condition of an artwork presents an imminent threat to public safety, the City may authorize the immediate removal.
10. Deaccessioning, or removal, of artwork from the public art collection by the City

other than in an emergency shall be based on a process of review, including recommendations from the Independence Arts Council. In making recommendations, the Independence Arts Council will consider a number of factors including the physical condition of the work, facilities for proper exhibition or storage, the works relationship to its site based on significant changes in use, character or site design, whether or not the work will be replaced by a more significant work, history and context.

VII. ONE PERCENT FOR THE ARTS

1. An amount equal to one percent (1%) of the estimated cost of construction, reconstruction, or remodeling of any Municipal building shall be set aside for artwork as defined in Section 3.6. However, if the construction, reconstruction, or remodeling of a Municipal building is funded through revenue bonds or another dedicated funding source that legally restricts the use of funds for art, the portion of the project cost financed by those restricted funds shall be excluded from the one percent (1%) calculation.
2. Private projects receiving public incentives under Missouri law, specifically through Chapter 100 Industrial Development Bonds or Tax Increment Financing (TIF), shall contribute an amount equal to one percent (1%) of the abated City real property tax for artwork as defined in Section 3.6.
3. In no case shall the one percent (1%) contribution exceed $1 Million.
4. In cases where the one percent (1%) contribution would result in a disproportionate or excessive allocation of funds for artwork, the City may permit an adjustment to the required contribution, subject to a recommendation by the Arts Council and approval by the City Council.
5. Funds contributed under this policy may be used either for artwork directly associated with the project or deposited into a City-managed public art fund for placement of artwork in other locations within the City, as determined by the Independence Arts Council.
6. Expenditure of One Percent for the Arts Program funds for public art is to be approved by the Independence Arts Council, which will determine how and where these funds shall be spent. If the Independence Arts Council determines that not all the funds generated from a public building project are needed or desirable at that location, it may accumulate and expend leftover funds for public art on other public property. The Independence Arts Council may also supplement One Percent for the Arts Program funds through grants and donations.
7. The City Council may, at its discretion, after a recommendation by the Independence Arts Council, waive the public art requirements only for safety reasons, legal restrictions, or a demonstratable hardship, or supplement the funds generated through other means.
8. These exemptions do not preclude the Department from proposing and including funding for art in a project. Departments are encouraged to include art to some degree in these exempted categories.
9. Art works obtained through the One Percent for the Arts Program will be deemed City assets, and the City Manager or his/her designee shall manage and maintain them in accordance with the City Charter.

Outlook

Re: Arts Council Meeting- April 7

From Nijlon Knold <nijlonknold@yahoo.com>
Date Tue 4/21/2026 6:37 PM
To Nancy Eppert <nkeppert@gmail.com>; Callahan, GK <callahang@missouri.edu>; Charlie Dissell <cdissell@indepmo.org>
Cc KATIE GALL <klgall@aol.com>; Cindy McClain <cindyrmcclain@gmail.com>; alan_voss@hotmail.com <alan_voss@hotmail.com>; carlysyoung@gmail.com <carlysyoung@gmail.com>; Tom Hall <tomhallacip@gmail.com>; Heather Wiley <hwiley@indepmo.org>

EXTERNAL EMAIL - CAUTION: This email originates from an EXTERNAL source. Do not reply, click links, scan QR codes, or open attachments unless you trust the source and know the content is safe. Report suspicious messages using the Phish Alert Button (PAB) or forward to phish-report@indepmo.org. Direct any questions or concerns to the Tech Services HelpDesk

Here is what Katie McDonald (Liberty MO Arts Commission Chair) sent me:

4/20/2026

Public art is the visible signature of a thriving city. It is a declaration that our community is vibrant, our culture is celebrated, and our future is worth investing in. By turning our streets and community spaces into a shared gallery, we don't just beautify the landscape, we cultivate a sense of city pride that anchors our residents and acts as a catalyst for new visitors and economic opportunity. Art sparks connection and shared experience that we have found valuable in the Liberty Community.

The history of the Liberty Arts Commission is a testament to the power of starting with a vision and gaining support via a transient guest tax. What began as a small focused effort has grown into our competitive grant opportunities, rotating sculpture programs, and the four vibrant galleries that are supported by the city and our art partners. The installations and galleries serves as a visible signal to residents and investors alike that Liberty is a city that values its people, honors its culture, and creates a world-class experience for it's citizens and visitors.

On Tuesday, April 21, 2026 at 10:34:45 AM CDT, Charlie Dissell <cdissell@indepmo.org> wrote:

Public Art in the United States (2023–Present): Evidence-Based Effects on Communities

Executive takeaway (U.S. context)

Recent U.S.-based research shows public art is most effective as a **placemaking and economic activation tool**—increasing foot traffic, neighborhood appeal, and localized economic activity. Evidence for **crime reduction and home value increases exists but is highly context-dependent**, with outcomes varying based on surrounding commercial activity, density, and community engagement.

---

1. Economic Growth & Local Business Activity (U.S.)

Strongest, most consistent finding

Public art in the U.S. functions as part of a broader **creative economy driver**, particularly in urban corridors and revitalization districts.

- A **2023–2025 Cincinnati study** found murals are significantly associated with:
  - Increased **foot traffic**
  - Higher **household income**
  - Increased **rents and housing values**

    These effects were strongest in **mixed-use, walkable commercial areas**.
- In **Indianapolis (2023 study)**, the nonprofit arts sector generated:
  - **$520+ million in economic impact** in a single year, tied to arts programming and public art ecosystems.
- U.S.-focused arts impact data shows public art contributes to:
  - Tourism attraction
  - Job creation (artists, fabricators, installers)
  - Increased spending in nearby businesses

Interpretation (U.S. markets)

Public art is most effective economically when it is:

- Integrated with **small business corridors**
- Part of **intentional redevelopment strategy**
- Located in **walkable, high-visibility environments**

It is not a standalone economic engine—but a **multiplier of existing urban activity**.

---

2. Crime Rates & Safety (U.S.)

Mixed but meaningful evidence

Evidence showing reductions

- A **Philadelphia mural study (2007–2023 installations)** found:
  - **42% reduction in daytime crime**
  - **40% reduction in nighttime property crime** in mural areas
- Broader U.S. arts-community data suggests:
  - **18% less serious crime** in arts-rich communities

Evidence showing limited or conditional impact

- The **Cincinnati (2025) study** found:
  - **No statistically significant overall crime reduction**
  - BUT:
    - **Violent crime decreased when murals were combined with commercial activity**

Interpretation (U.S. policy lens)

Public art influences crime through:

- **Perception effects** (clean, maintained, cared-for spaces)
- **Activation effects** (more people → more “eyes on the street”)

However:

- It **does not independently reduce crime**
- It works best when paired with:
  - Active businesses
  - Lighting, walkability, occupancy
  - Community engagement programs

---

3. Housing Values & Real Estate (U.S.)

Consistent directional trend: ↑ values, with caveats

- The **Cincinnati study (2025)** found:
  - Murals correlate with **higher housing values and rents**
- U.S. planning research (Springfield, MA and similar programs) identifies murals as tools for:
  - **Economic development**
  - **Neighborhood perception shifts**
- Public art initiatives (e.g., Philadelphia, Seattle, Portland) are consistently used to:
  - Rebrand districts
  - Increase desirability and visitation

Important nuance (critical for investors)

- Rising values often coincide with:
  - **Revitalization**
  - **Gentrification pressures**
- Public art is typically:
  - A **signal** of neighborhood change
  - Not the sole **cause** of appreciation

What's missing in U.S. data

There is **limited direct evidence (2023–present)** that public art:

- Shortens **days on market**
- Improves **sale-to-list ratios**

Instead, it impacts:

- **Perception → demand → pricing pressure**

---

4. Social & Community Effects (U.S.)

Strong qualitative + emerging quantitative support

U.S.-based research consistently finds public art:

- Increases **community pride and identity**
- Boosts **volunteerism and civic engagement**
- Improves **neighborhood perception (cleanliness, safety, desirability)**
- Encourages **social interaction and public space usage**

From a planning standpoint, this aligns with:

- **Place attachment theory**
- **Creative placemaking frameworks**

---

5. Mechanism: Why Public Art Works (U.S. Urban Context)

Across U.S. studies, outcomes are driven by three mechanisms:

1. Signal of Investment

- Indicates **capital and attention flowing into an area**
- Often precedes broader redevelopment

2. Behavioral Activation

- Increases:
    - Foot traffic
    - Dwell time
    - Informal surveillance

3. Perception Shift

- Converts:
    - “Neglected” → “intentional”
    - “Unsafe” → “active”

This aligns with U.S. research tied to **environmental design and crime theory** (e.g., CPTED concepts).

---

6. Key Limitations in U.S. Research

Recent U.S. studies emphasize:

- **Correlation ≠ causation**
  - Murals often placed in **already improving areas**
- **Highly location-dependent outcomes**
  - Results differ between:
    - Dense urban cores
    - Suburban corridors
    - Disinvested neighborhoods
- **Selection bias**
  - Cities invest in art where:
    - Redevelopment is already planned

Final Conclusion (U.S.-Specific)

In the United States (2023–present research), public art:

Strong Evidence

- Increases **foot traffic and commercial activity**
- Enhances **neighborhood identity and desirability**
- Contributes to **higher rents and property values (contextual)**

Moderate / Conditional Evidence

- Reduces **crime (especially violent crime in active corridors)**
- Improves **perceived safety**

Weak / Limited Evidence

- Direct impact on:
  - **Home sales velocity**
  - **Transactional pricing metrics independent of broader trends**

Practical Interpretation (Investor / Development Lens)

Public art should be viewed as:

- A **leading indicator of neighborhood change**
- A **force multiplier** for:
    - Retail corridors
    - Mixed-use developments
- A **supporting asset**, not a primary driver

Best-case scenario:
Public art + walkability + small business + density = measurable uplift

Worst-case scenario:
Public art alone = minimal measurable impact

U.S.-Focused References (2023–Present)

1. Jeong, H. (2025). *The role of public murals in street vitality: Cincinnati study.*
2. Broad Street Review (2025). *Philadelphia mural impact study (2007–2023 dataset).*
3. Americans for the Arts (recent U.S. data). *Arts-rich communities and crime reduction.*
4. Indy Arts Council (2023). *Economic impact of arts sector in Indianapolis.*
5. PostIndustrial (2025). *U.S. public art and economic/community outcomes.*
6. Springfield, MA mural development reporting (2023).
7. Portland “Avenue of Murals” redevelopment reporting (2024–2025).

Arts Policy Update
06/04/2026 – CD

BILL NO. 26-736

RESOLUTION NO. 7232

A RESOLUTION AMENDING THE PUBLIC ART POLICY FOR THE CITY OF INDEPENDENCE

WHEREAS, for many years, the City of Independence has endeavored to enhance the quality of life for residents through the promotion of Public Art in our community, and;

WHEREAS, Public Art also plays a role in increasing economic prosperity by attracting visitors, tourists, and new residents, and;

WHEREAS, important milestones in the City's efforts to promote Public Art include the establishment of the Independence Arts Council, Council adoption of the "One Percent for the Arts" policy, creation of the Englewood Arts District, and both Visual and Performing Arts initiatives, and;

WHEREAS, on December 21, 2020, the Independence City Council approved Resolution 6628, a resolution adopting the Public Arts Policy for the City of Independence, and;

WHEREAS, it appears to the City Council that the City's commitment to advancing Public Art will benefit from the adoption of an amended Public Art Policy;

AND WHEREAS, an amended Public Art Policy will create additional revenue sources for public art, establish guidelines for the management of public art assets, and provide direction to the Independence Arts Council and City staff.

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

Section 1. That the City Council of the City of Independence, Missouri, hereby adopts an amended Public Art Policy to advance and support Public Art in our community.

Section 2. That the City Council of the City of Independence, Missouri, hereby directs the Independence Arts Council to start the process of creating a plan for public arts in Independence.

PASSED THIS 15th DAY OF JUNE 2026 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Jeannie Nolland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-737 A resolution appointing James Calderon to the Park Commission. **Approved Res. No. 7232**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. J Calderson Appt Res 2026
2. Res. No. 7233

Park Commission
Appt. James Calderon
6/15/26 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING JAMES CALDERON AS A MEMBER OF THE PARK COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, has established a Park Commission within the City of Independence by the provisions in Article 9 of Chapter 1 of the "Code of the City of Independence, Missouri"; and,

WHEREAS, the resignation of a member has created a vacancy; and,

WHEREAS, the City Council deems it necessary and advisable to appoint James Calderon to said Independence Park Commission because of their qualities of leadership temperance, judgment, and interest in promoting public education, use and knowledge regarding the City's Parks and Recreation Programs; and,

WHEREAS, said individual is qualified to serve, according to the Charter and ordinances of this City and the Council does hereby affirm the individual appointments made by each Councilmember;

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

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

Name	Address	Term Expires
James Calderson	1207 N. Heartland Ave.	9/1/2028

PASSED THIS _____ DAY OF JUNE 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:

_____
City Manager

Park Commission
Appt. James Calderon
6/15/26 SH

BILL NO. 26-737

RESOLUTION NO. 7233

A RESOLUTION APPOINTING JAMES CALDERON AS A MEMBER OF THE PARK COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, has established a Park Commission within the City of Independence by the provisions in Article 9 of Chapter 1 of the "Code of the City of Independence, Missouri"; and,

WHEREAS, the resignation of a member has created a vacancy; and,

WHEREAS, the City Council deems it necessary and advisable to appoint James Calderon to said Independence Park Commission because of their qualities of leadership temperance, judgment, and interest in promoting public education, use and knowledge regarding the City's Parks and Recreation Programs; and,

WHEREAS, said individual is qualified to serve, according to the Charter and ordinances of this City and the Council does hereby affirm the individual appointments made by each Councilmember;

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

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

Name	Address	Term Expires
James Calderson	1207 N. Heartland Ave.	9/1/2028

PASSED THIS 15th DAY OF JUNE 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Simone Howard
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-738 A resolution authorizing an agreement with the Water Pollution Control Collective Bargaining Unit for the term of July 1, 2026, through June 30, 2029. **Approved Res. No. 7233**

Recommendations:

Council approval is recommended.

Background:

This is the collective bargaining agreement between the Water Pollution Control Collective Bargaining Unit representing Municipal Services (Sanitary & Stormwater) members and the City of Independence. It is a three-year agreement (2026-2029) that includes 3.75% annual wage adjustment in Fiscal Year 2026-2027, and a 3.5% annual wage adjustment in each year for the remaining life of the contract. These wage adjustments enable Municipal Services to be competitive in recruiting and maintaining current staff.

Emergency Justification:

Fiscal Impact:

The 3.75% increase on 7/1/2026 results in an approximate $188,000 annual increase to Municipal Services from the previous year. The 3.5% increase on 7/1/2027 results in an approximate $185,000 increase from the previous year. The 3.5% increase on 7/1/2028 results in a $193,000 increase from the previous year. Municipal Services employees belonging to the Water Pollution Control Bargaining unit are funded through the Sanitary (030) and Stormwater (013) funds.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Resolution for WPC 2026-29
2. WPC 2026-2029 Agreement_Red Line
3. WPC 2026-2029 Agreement
4. Res. No. 7234

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE WATER POLLUTION CONTROL COLLECTIVE BARGAINING UNIT FOR THE TERM OF JULY 1, 2026, THROUGH JUNE 30, 2029.

WHEREAS, an Agreement with the Water Pollution Control Collective Bargaining Unit (WPC) has been negotiated by the City Manager and representatives for the Water Pollution Control Bargaining Unit; and,

WHEREAS, the City Council deems it advisable to adopt said Agreement for the time period from July 1, 2026, through June 30, 2029.

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

SECTION 1. That the Agreement with the Water Pollution Control Collective Bargaining Unit, for the time period from July 1, 2026, through June 30, 2029, shall be and the same is hereby adopted and the City Manager is authorized to execute multiple copies of same, a copy of said Agreement being attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

PASSED THIS ____ day of JUNE, 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:

_____

City Manager

WORK AGREEMENT

Between

CITY OF INDEPENDENCE, MISSOURI

And

LOCAL UNION 53
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS

Water Pollution Control Bargaining Unit

Effective July 1, 2023~~6~~36 through June 30, 2026~~9~~69

Table of Contents

ARTICLE 1. PURPOSE 3
ARTICLE 2. RECOGNITION 3
ARTICLE 3. MANAGEMENT RIGHTS 4
ARTICLE 4. SERVICE INTERRUPTION 4
ARTICLE 5. RULES AND REGULATIONS 4
ARTICLE 6. UNION ACTIVITIES 5
ARTICLE 7. PAYROLL DEDUCTION 6
ARTICLE 8. WORK HOURS 6
ARTICLE 9. SNOW REMOVAL 11
ARTICLE 10. SAFETY 12
ARTICLE 11. PROMOTIONS AND APPOINTMENTS 13
ARTICLE 12. LAYOFFS AND REDUCTIONS-IN-FORCE 15
ARTICLE 13. WAGES AND BENEFITS 15
ARTICLE 14. AUTHORIZED LEAVE 20
ARTICLE 15. RETIREMENT OR SEPARATION 24
ARTICLE 16. GRIEVANCE PROCEDURE 26
ARTICLE 17. ADDITIONAL PROVISIONS 30
ARTICLE 18. SAVINGS CLAUSE 31
ARTICLE 19. SUCCESSORSHIP 31
ARTICLE 20. OFFICIAL NOTICE 32
ARTICLE 21. ENTIRE WORK AGREEMENT 32
ARTICLE 22. TERM OF AGREEMENT 32
APPENDIX –A.1 34

ARTICLE 1. PURPOSE

1.1 This Work Agreement, by and between the City of Independence, Missouri (hereinafter referred to as the "City") and Local Union 53 of the International Brotherhood of Electrical Workers, affiliated with the A.F.L. – C.I.O. (hereinafter referred to as the “Union” or IBEW-WPC) is for the purpose of defining their respective rights, duties and obligations concerning the terms and conditions of employment, rates of pay,establishing an equitable and peaceful procedure for the resolution of differences, and furthering the harmonious relations between the City and the Union.

1.2 The parties agree that there shall be no discrimination because of race, disability, creed, sex, sexual orientation, color, age, nationality, or political beliefs, or for participation in or affiliation or non-affiliation with any labor organization. The City and the Union agree that the provisions of the agreement shall apply to all members of the bargaining unit without discrimination.

1.3 When not inconsistent with the context in which they appear, words appearing in the masculine gender include the feminine, and those in the feminine gender include the masculine; words in the plural number include the singular number, and those in the singular number include the plural; and words used in the present tense include the future. The word "shall" is always mandatory and not merely directory.

ARTICLE 2. RECOGNITION

2.1 The City recognizes the Union as the sole and exclusive bargaining agent of all members in the IBEW-WPC bargaining unit, as described in the State Board of Mediation certification (Public Case No. R 2012-022).

2.2 Each bargaining unit member shall at all times have a regular assigned job classification. The job descriptions in place as of the effective date of this WorkAgreement shall be the job descriptions for the members of the bargaining unit. Should the City find it necessary to create a new classification or change an existing classification within the bargaining unit the City and the Union will meet and confer regarding the qualifications (which will include: education; experience; knowledge; skills;and, abilities), job content, and wage rate for such newly created or changed classification(s). If the parties cannot agree upon the proposed new or revised job description the issue shall be subject to the grievance process in Article 16 and be submitted at Step 3.2. In the case of a newly created job description the City's last proposed job description prior to going to the grievance process may be implemented until the decision is rendered.

ARTICLE 3. MANAGEMENT RIGHTS

3.1 Except to the extent specifically abridged by a specific provision of this Agreement, the City reserves and retains all of its inherent rights to manage its operations, as such rights existed prior to the execution of this or any previous agreement with the Union.

3.2 Without limiting the generality of the foregoing, the rights of management which are not abridged by this Agreement include, but are not limited to, the right to direct, employ, schedule, promote, transfer, demote, discipline, and for just cause discharge bargaining unit members in the interest of good service and proper conduct of the City.

3.3 The City's failure to exercise a management right shall not be considered a waiver of the City's right to exercise such management right. The City's exercise of a management right in a particular way, shall not preclude the City from exercising the same management right in some other way not in conflict with the express provisions of this Work Agreement.

3.4 The Union agrees to encourage its members, individually and collectively, to perform efficient, faithful, and diligent service; that it will use its influence to cause its members to protect the property of the City from damage; and to cooperate with the Cityin improving the ability and efficiency of the bargaining unit members, and thereby makethe service of the City more desirable, economical, and attractive to the public.

ARTICLE 4. SERVICE INTERRUPTION

4.1 No Strikes No Lockouts - During the term of this Agreement, the City agrees that there will be no lockout, and the Union agrees on behalf of itself and the bargaining unit members represented by it, that there will be no concerted failure to report to work, cessation, or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interference, express or implied, direct, indirect, or coercive or otherwise, with the City's business. The Union further agrees that, should any such acts be committed by a bargaining unit member or members, it will discourage said acts.

4.2 It is mutually understood and agreed that the City shall have the right to take disciplinary action, including discharge, against any bargaining unit member who may engage in any unauthorized stoppage, strike, slowdown, or who is negligent in the performance of the work of the City, subject to the Union's right to present a grievance with respect to such discipline in accordance with the terms of this Agreement, in those cases in which an issue of fact exists as to whether or not any particular bargaining unit member is engaged in participating or encouraging any violation of the provisionshereof.

ARTICLE 5. RULES AND REGULATIONS

5.1 The Union and its members recognize that the City has the exclusive right to manage and direct the department. Accordingly, the City specifically reserves the

exclusive right to formulate department policy, rules, and regulations, except that no rule, regulation, or policy shall be formulated, changed, or modified in a manner contrary to the provisions of this Work Agreement.

ARTICLE 6. UNION ACTIVITIES

6.1 The City recognizes the responsibility and authority of the Union Business Manager or Business Representative (both hereinafter referred to as “Union Representative”) to represent the members. The City agrees to provide copies of any rules affecting members' working conditions to the Union Business Manager upon request. The City will meet and confer with the Union Representative regarding such rules and other matters affecting this Work Agreement. Additionally, where there are revisions to existing department policy manuals, or where there is development of new department policy manuals or department employee handbooks that affect bargaining unit membersworking conditions, a copy of the proposed rules will be provided to the Union Representative at least twenty (20) calendar days prior to their effective date of implementation. The City agrees to permit the Union Representative to have reasonableaccess to members in the department's non-restricted areas.

6.2 No bargaining unit member will be subject to differing terms and conditions of employment on account of his/her membership in the Union or performance as asteward or chief steward.

6.3 The City recognizes the right of the Union to have not more than five (5) job stewards, one of whom shall be the chief steward, and one (1) alternate steward. The Union agrees to notify the Human Resources Director, with a copy to the department director, of the names of job stewards. Said stewards shall, upon approval of their supervisor(s), be permitted to be absent from their jobs without loss of pay to attend disciplinary and grievance hearings. Stewards shall, upon prior written approval of the department director, or his/her designee, be permitted to be absent without loss of pay for up to one hundred and thirty-five (135) hours, in the aggregate, in each fiscal year. Hours not used during a fiscal year may be accumulated and added to the hours during the fiscal year negotiations occur for a new Work Agreement, but the total hours shallnot exceed two hundred and fifty (250) hours during the fiscal year of negotiations for a new Work Agreement. Requests for time to conduct union business or to attend union training and seminars shall be submitted in writing and answered by the department director within forty-eight (48) hours.

The City agrees to notify the Union of each new bargaining unit member hired into a bargaining unit position and to allow the chief steward, or his designee, thirty (30) minutes without loss of pay with each such bargaining unit member within the first thirty (30) days of such bargaining unit member's employment.

6.4 The City shall advise a member of his/her right to union representation before any meeting or interview which may involve discipline and, if union representation is

requested, shall reasonably delay that meeting or interview until a steward can be present. The meeting shall occur as soon as a steward can be made available.

6.5 The City shall provide a bulletin board in an area accessible to all members for the purpose of posting Union notices and other relevant information.

6.6 The bargaining unit member, with or without a Water Pollution Control union steward, may examine his/her personnel file in the Human Resources Department if the bargaining unit member so requests in writing. Material placed into the bargaining unit member's file relating to job performance or personal character shall be brought to the attention of the member. Within 10 calendar days after receipt of the material, the bargaining unit member may submit a written challenge to the propriety of including such material in the file. The bargaining unit member shall have the right to insert documentation into his/her personnel file providing such documentation is relevant tothe challenge and authorized by the Human Resources Director.

Unauthorized persons shall not have access to bargaining unit members' files or other personal data relating to their employment.

6.7 Bargaining unit members shall receive a copy of their performance reviews at the time they meet with the supervisor and be given an opportunity to submit written comments thereon for their personnel files. The comments must be submitted within five (5) working days to be eligible for placement in the bargaining unit member's personnel file. Performance reviews will be conducted within thirty (30) days of the bargaining unit member’s anniversary date for such reviews.

ARTICLE 7. PAYROLL DEDUCTION

7.1 During the term of this Agreement, the City agrees to deduct from the bargaining unit member’s wages initiation fees and dues as directed and authorized in writing bythe bargaining unit member. Authorization for such deductions shall remain in force until revoked by written notice from the bargaining unit member not less than thirty (30) days prior to the date the bargaining unit member wishes the deduction to be terminated. Remittance of the initiation fees and dues so collected each month shall be made to the Financial Secretary of the Local Union. Such deduction shall be made fromeach payroll for the dues of the current pay period and any back dues, if owed.

ARTICLE 8. WORK HOURS

8.1 Work Week

(a) Except as specified in paragraph (b) the standard work week for bargaining unit members will consist of five (5) consecutive work days Monday through Friday.

~~(b) Treatment Plant Operator I’s will work Sunday through Wednesday or Wednesday through Saturday, ten (10) hour shifts (6:00am-4:00pm and 6:00pm-4:00am).~~

~~Treatment Plant Operator II's will work Monday through Friday, eight (8) hour shifts (7:00am-3:30pm and 11:00pm-7:30am). These shifts may change if mutually agreed upon under special circumstances.~~

(b) Treatment Plant Operator I's will work:

- Sunday - Wednesday, ten (10) hour shifts (6:00am-4:00pm and 6:00pm-4:00am).
- Wednesday - Saturday, ten (10) hour shifts (6:00am-4:00pm and 6:00pm-4:00am).
- Monday - Thursday, ten (10) hour shift (6:00am-4:00pm)
- Tuesday - Friday, ten (10) hour shift (6:00am-4:00pm)

Treatment Plant Operator II's will work:

- Sunday - Wednesday, ten (10) hour shift (6:00pm-4:00am)
- Wednesday - Saturday, ten (10) hour shift (6:00pm-4:00am)

(c) Bargaining unit members shall be given at least four (4) work days notice when assigned to a different shift. If such notice is not given, the reassigned bargaining unit member shall receive one and one-half (1 ½) times their regular rate of pay for the first day worked on the new shift.

(d) Any work group desiring to go to a four (4) day, ten (10) hour work week may do so if mutually agreed upon by both parties.

(e) Any work group desiring to work from home on a limited basis may do so to the extent approved by Department management. It is understood that supervision will have the ability to vary the amount of time each employee works from home depending on the nature of the work needing to be performed and the productivity of the employee when working from home.

8.2 Work Day

(a) The standard workday for all bargaining unit members will be eight (8) consecutive hours, except for a one-half (1/2) hour unpaid break for lunch.

Commented [CS1]: Grammar- changed to one word

(b) Work performed in excess of eight (8) hours on a scheduled workday will be paid at the rate of one and one-half (1½) times the regular rate and will be based on the employee's straight time rate of pay for the respective job classification, in which the overtime was worked.

Commented [CS2]: Grammar- changed to one word

(c) Work performed on holidays observed by the City, will be paid at one and one-half (1½) times the bargaining unit member's regular rate of pay.

(d) Employees assigned to night shifts or covering such shifts shall receive a five percent (5%) shift differential.

(e) To the extent allowed by the work assignment bargaining unit members will be

provided up to twenty (20) minutes at the end of the shift for personal hygiene.

(f) If a member is required to work on a seventh (7^{th}) consecutive day, he/she will be paid at the double time rate.

(g) There shall be no pyramiding of premium pay rates, but in each case bargaining unit members shall be entitled to the highest applicable premium. For example, the premium rate for call-out is time-and-one-half and the premium for a seventh consecutive day of work is double-time. Thus, employees called out to work after performing work on the six preceding days would be paid double-time for all hours worked (the seventh-consecutive day premium) instead of time-and-one-half (the call- out premium).

(h) Employees may punch in or out from regularly scheduled shifts within five minutes prior to start/end times and up to five minutes after start/end times. Time punches falling within this window will be rounded to the assigned start/stop time and paid accordingly. There shall be no other payroll rounding allowed. Employees shall make every effort to not punch in more than five minutes prior to shift start time. Employees will not begin working prior to their shift start time unless specifically authorized by a manager.

8.3 Bargaining unit members in the treatment plant operations will have an opportunity to bid their shifts annually. Any shift changes will become effective in the first pay periodof September. Shift assignments shall be awarded based on seniority within the job classification. If a vacancy should occur and be filled during the first six months of the shift assignment period there will be a semi-annual opportunity to bid shifts for the balance of the period. Assignments to the new shifts will be made when the new personnel are qualified to work the assigned shift.

8.4 Work breaks will consist of one (1) thirty (30) minute lunch break which will be considered the bargaining unit member's own time and two (2) fifteen (15) minute rest periods. When a bargaining unit member is not provided the lunch break he/she shall be compensated at one and one-half (1 ½) times their normal rate of pay for the additional thirty (30) minutes worked.

~~8.5 Bargaining unit members shall not be forced, required, or allowed to work in excess of sixteen (16) hours in any given twenty-four (24) hour period. A minimum of eight (8) hours shall be required off before returning to duty. At no time will bargaining unit members be forced to use authorized leave to cover rest period (minimum eight (8) hours off). The rest period will be paid at the applicable rate if it falls within the member's regularly scheduled hours.~~

8.5 Bargaining unit members who are scheduled to work the next shift after being called out for an after-hours ~~leak~~ call-out that ends before 10:00 PM will be expected to report for work at the start of their next regular scheduled shift. If the call out for the after-hours ~~leak~~ call-out occurs or extends past 10:00 PM, the bargaining unit member will receive a rest period equal to the number of hours worked after 10:00 PM, without loss of pay, at the beginning of their regular scheduled shift, then will report to work (excluding unpaid lunch period). At the end of the overtime work extending past 10:00 PM the supervisor will ask the bargaining unit member whether or not they will take the rest break. If the rest

period is equal to or less than four (4) hours, the bargaining unit member will be expected to return to work at the end of their rest period. If the rest period is more than four (4) hours, and the bargaining unit member wishes not to return to work at the end of the rest period, they will be required to contact their supervisor one hour prior to their scheduled return time and request to take vacation, personal business or compensation time for the remaining hours of their regular shift. The Supervisor may either grant or deny the leave request at that time. If the call-out begins on or before 10:00 PM and extends to starting time, the rest period shall consist of the entire scheduled shift. If the employee chooses not to report at the appropriate time to their next shift as modified by the rest period, they will be required to take vacation, personal business, or compensation time for all hours not worked during their regular shift. Rest period will accumulate only up to normal starting time and paid rest period does not extend past normal quitting time. If an emergency call-out extends past normal shift start times, and a rest period is due to the bargaining unit member, they may elect to take the rest period at the beginning of their shift or the end of their shift. If the call out for an after-hours ~~leak~~ call-out occurs within four (4) hours of the start time of the next regular scheduled shift, no rest break will be provided, however, the employee shall have the option to take vacation, personal business, or compensation time after working eight hours, including the hours worked before the start of their regular shift.

This rule may be suspended if: The City declares a state of urgency out of concern for public health environment, or City assets, and requires personnel to stay or come in as needed. Such a declaration shall be made by a department supervisor at the division superintendent level or higher. Any employee who works more than sixteen consecutive hours shall be paid at two times their regular rate for all hours in excess of sixteen.

8.6 Overtime will be offered to the most senior bargaining unit members using the following distribution system:

Commented [CS3]: Grammar- changed to reflect plural

SEWER MAINTENANCE

1. In the event a crew or bargaining unit member is working on a job and it is necessary to work overtime to complete the job, the same crew or bargaining unit member, if available, will be used to complete the job.

2. For overtime work, which requires special qualifications within the crews listed below, the most senior currently qualified bargaining unit member on the overtime list will be given first preference. Bargaining unit members shall be placed on the overtime list by seniority within their classification. Prior to forcing bargaining unit members to work overtime, ~~the~~ overtime may be offered to the most senior qualified bargaining unit member from other crews. The City may force the low senior qualified bargaining unit member on the appropriate overtime list to work the required overtime after the list has been exhausted by crew.

    a) Sanitary Construction
    b) Sanitary Cleaning
    c) Storm Water
    d) Surveillance & Analysis
    e) TV Crew

Commented [CS4]: Grammar- remove unnecessary “the”

TREATMENT PLANT OPERATIONS

1. First offered to the on-shift treatment plant operator to work the next shift. If declined, then offered to split the shift between the current on-shift treatment plant operator and the treatment plant operator scheduled for the following shift.

2. All bargaining unit members within the appropriate classification will be listed on a rotating overtime lists. Bargaining unit members will be offered overtime within the appropriate classification where the overtime exists. The City may force the low senior qualified bargaining unit member on the appropriate overtimelist to work the required overtime after the list has been exhausted. The City will update and post the list as deemed necessary.

3. In the event a crew or bargaining unit member is working on a job and it is necessary to work overtime to complete the job, the same crew or bargaining unit member, if available, will be used to complete the job.

4. At the end of each calendar year a new overtime list shall be created and shall be based on seniority.

ENVIRONMENTAL

1. In the event a crew or bargaining unit member is working on a job and it is necessary to work overtime to complete the job, the same crew or bargaining unit member, if available, will be used to complete the job.

2. All qualified bargaining unit members within the appropriate classification will be listed on a rotating overtime list. Bargaining unit members will be offered overtime within the appropriate classification where ~~the~~ overtime exists. The City may force the low senior qualified bargaining unit member on the appropriate overtime list to work the required overtime after the list has been exhausted. The City will update and post the list as deemed necessary.

(a) Environmental Specialist
(b) Environmental Technician

3. At the end of each calendar year a new overtime list shall be created and shall be based on seniority.

OVERTIME DISTRIBUTION (General)

1. Bargaining unit members being placed on an overtime list for the first time, or after changing jobs or classifications will be placed at the bottom of the appropriate overtime list.

2. While subject to the grievance process, when the appropriate bargaining unit member on the overtime list is not called through the fault of the City the missed bargaining unit member shall be compensated at the appropriate overtime rate for

Commented [CS5]: Deleted extra paragraph spacing from original document

Commented [CS6]: Grammar- Remove unnecessary “the”

the number of hours worked by the bargaining unit member who was erroneously called.

~~3. Bargaining unit members on family leave, vacation, or personal business will be considered as available for contact for overtime prior to forcing other bargaining unit members to work overtime.~~ Bargaining unit members on family leave, vacation, or personal business will be considered as available for contact for overtime unless they mark on their leave request that they are unavailable for overtime. Those members that are marked as unavailable will not be contacted, but all other members will be called prior to forcing other bargaining unit members to work overtime.

4. When an employee calls in for leave less than 24 hours in advance (SL, VA, etc.) and another operator needs to be called in to cover a shift or if an Operator needs to call someone in for by-passes, samples, etc. and it's less than two hours prior to the start of the next shift the TREATMENT PLANT OPERATIONS Overtime Procedure (above) should be followed. If an Operator needs to call someone in for by–passes, samples, etc. and it's more than two hours prior to the start of the next shift then the operator on duty should follow Section 8.8 of this agreement.

8.7 One (1) hour of pay at straight time will be given a bargaining unit member for each twenty-four (24) hours he/she is on standby. Hours reported for standby shall not be used in the calculation of total hours worked for purposes of determining overtime. This provision will not apply for snow removal standby, which is paid under the provisions of Article 9.

8.8

(a) If a member is called in to work when he/she is not scheduled to work, the member will be given two (2) hours pay at a minimum of time-and-one-half as "call-in pay". If the member completes the task(s) for which he or she was called in before the two (2) hours elapse, the member may leave work, with supervisor approval, without forfeiting any part of the call-in pay. But, if the member does leave work before two (2) hours elapse, he or she may be required to return at any time during the two (2) hour period without additional pay. After two (2) hours elapse, hours worked outside a scheduled shift shall be paid at a minimum of time-and-one-half. When a member's scheduled shiftbegins before the two (2) hour period elapse, he/she shall receive call-in pay, but shall not receive any other pay for hours worked until that two (2) hour period has elapsed. Time begins when the member is contacted and asked to report to work. The maximum allowable time for compensated travel from the contact location to the reporting site is thirty (30) minutes. Hours reported for call in shall not be used in the calculation of totalhours worked for purposes of determining overtime.

(b) If a Treatment Plant Operations employee is contacted at home by a supervisor and can satisfactorily address an operational issue over the phone, this constitutes eligibility for call-in pay, so long as there is documentation to support the validity of the need for the

call and the sufficiency of the given answer.

(c) When a bargaining unit member is directed by their supervisor or manager to stay beyond the end of their regularly scheduled shift, they will receive one hour of hold-over pay paid as overtime pay. All time worked after the first hour will be paid as time worked.

8.9 As long as it is allowed by the Fair Labor Standards Act (FLSA) and subject to the approval of the department director, the bargaining unit members may request compensatory time in-lieu of overtime compensation and/or standby pay. Compensatory time will be earned at the same ratio as overtime. The amount of compensatory time allowed shall not be granted in increments of less than the total overtime hours worked. Accrued compensatory time shall not exceed one hundred sixty (160) hours.

8.10 These schedules may be altered by the City on 48 hours' written notice in the event of any state of emergency declared by the City Manager, Mayor, Governor, or President. Any such changes shall remain in effect until further altered by the City or until the state of emergency ends, whichever comes first. In the absence of any declared emergency, the current schedules may only be altered by written agreement between the appropriate member of senior management and the Union Representative, on either a temporary, seasonal, or regular basis.

Commented [CS7]: Grammar- added "r"

8.11 Eligibility for premium pay based on hours worked, whether statutory overtime or contractual premiums, shall be determined based on hours actually worked in the work day or work week. Holiday time (that falls on a scheduled workday), city business, and paid union business shall count as hours worked, but vacation time, sick time, personal leave time, and any other form of paid or unpaid leave shall not count toward hours worked.

8.12 Flexible Work-Week Option. Any employee who is absent during his or her regularly scheduled work hours and who works extra hours outside of his or her regular schedule during the same work week may elect to treat the extra hours actually worked as "make-up" work to offset the missed hours, in which case the employee may inform the appropriate supervisor that they do not wish to use any accrued benefit time to cover the absence. Such election must be made by notifying the appropriate supervisorin writing by Monday at the start of shift.

ARTICLE 9. SNOW REMOVAL

9.1

(a) Bargaining unit members who are working during snow removal, when sent home prior to the conclusion of the regular work shift or who are delayed their regular start time will be compensated for the regular time lost.

(b) When snow removal operations have discontinued bargaining unit members will not be required to return to their regular work shift until twelve (12) hours after they have been released from snow removal duty.

(c) Bargaining unit members will not be held over more than two (2) hours following their twelve (12) hour snow removal shift for purposes of completing the snow removal operations. The City retains the right to determine whether to call in the next shift or complete the snow removal operations after the start of the next regular work shift.

9.2

(a) Standby Pay. Bargaining unit members who are assigned to snow removal shift will receive four (4) hours straight time per week standby time for the time they are on call. Bargaining unit members will be paid during the period from November 25th or the first snowfall, whichever comes first, through March 15th each year. Bargaining unit members on snow removal standby will not be entitled to call-in compensation if called-in for snow removal.

(b) Snow Premium Pay. Employees will be paid at a minimum of time-and- one-half for all snow removal hours worked outside their regular shift schedules.

9.3 Untrained personnel who have no knowledge of snow removal will be granted one-half (1/2) of regular shift to work with trained snow removal personnel to learn snow removal procedures. If deemed bargaining unit member(s) cannot do the job they have a right to have a Steward present to be retested.

9.4 Holiday Pay for bargaining unit members required to work snow removal on a holiday shall receive eight (8) hours of pay at the bargaining unit member's regular rate of pay, plus one and one-half (1-1/2) times the regular rate of pay for the actual hours worked on the holiday.

9.5 As long as it is allowed by the Fair Labor Standards Act (FLSA) the bargaining unit members may request and be granted compensatory time in-lieu of overtime compensation and/or standby pay. Compensatory time will be earned at the same ratio as overtime. The amount of compensatory time allowed may be granted in increments of less than the total overtime hours worked. Such authorization for earning compensatory time instead of overtime is subject to the approval of the department director.

ARTICLE 10. SAFETY

10.1 There will be a Joint Union/Management Safety Board, hereinafter called “Safety Board”, which is advisory to the Department Director. The Safety Board shall meet regularly, as necessary, and shall be comprised of the following members: The Department’s Safety Officer, who shall be the Chairperson of the Board; not to exceed three (3) additional persons appointed by the Department Director; and not to exceed four (4) bargaining unit members appointed by the Union. In scheduling meetings, the Safety Officer will give due consideration of the department’s need to provide continuity of service. This safety Board shall consider health and safety matters relating to all employees in the Water Pollution Control Department. No substitutions are allowed for

Commented [CS8]: Grammar- Added comma

Safety Board Members.

10.2 Bargaining unit members have the right of refusal for any procedure that has the potential of causing bodily injury to the member. Where a question exists as to a situation having the potential of causing bodily injury to the member, a time out can be called by the bargaining unit member, or any member of the City, to have the procedure evaluated by the immediate supervisor. If the bargaining unit member believes the procedure is still unsafe, the supervisor will call his immediate supervisor to respond and assess the concern. If the bargaining unit member still believes the procedure is unsafe, a qualified member of the Safety Board, the City's Safety Officer, the director of the department, or the division manager will be called. The director shall have final authority to decide, modify, and/or effect the procedure in question.

10.3 The City shall provide a safe and healthy working environment and recognizes the Union's role in jointly promoting safety. Except as provided in Section 13.7, protective equipment and clothing shall be provided by the City and shall be used by the bargaining unit members.

10.4 Safety meetings conducted by the Department's Safety Officer will, to the extent possible, be held monthly among the employees by work groups for the purpose of instruction in safe practices.

ARTICLE 11. PROMOTIONS AND APPOINTMENTS

11.1 The Human Resources Director or designee shall provide copies of all job announcements within the City to the Union Business Manager who will then be responsible for distributing them to the bargaining unit membership. First consideration shall be given to qualified bargaining unit members for vacancies within the bargaining unit. The applications of ~~qualified~~ bargaining unit members meeting the minimum qualifications of the positions shall be certified by the Human Resources Director or their designee to the department to be granted an interview before applications from other City employees or persons currently not employed by the City. Bargaining unit members seeking lateral moves will be required to go through the same bid and interview process. Only in the case of entry level positions, highly specialized positions, or positions which historically have not had City employee applicants will vacancies be posted to the public. City employees, including bargaining unit members, also can apply for any positions which they are qualified whether it is an internal or external posting.

11.2 Job vacancies shall be posted for seven (7) calendar days to allow interested bargaining unit members the opportunity to bid for the job.

11.3 Bargaining unit members who are applicants for vacant positions shall be evaluated on: a) ability, b) experience, c) past performance, and d) seniority. All factors being equal, length of service within the crew shall be the prevailing factor, and if still equal then length of service within the department shall be the prevailing factor.

Each of the four factors will represent 25% of an applicant's total score. An applicant's "crew" seniority will be utilized to determine "d) seniority" and will be scored as follows:

- Less than 12 months = 0
- 12 to 24 months = 5 points
- 25 to 60 months = 10 points
- 61 to 120 months = 15 points
- 121 to 180 months = 20 points
- More than 180 months = 25 points

11.4 If a high school diploma or equivalent is a minimum qualification requirement for the vacant position, and the bargaining unit member possesses all other qualifications for the position, the bargaining unit member may, if recommended by the Human Resources Director, and upon agreement from the department director, be appointed to the position in a provisional status. Upon appointment, the bargaining unit member mustdemonstrate a good faith effort to obtain the required education. The bargaining unit member must obtain the necessary requirements of the position within the probationary period. Probation may be extended to enable the member to meet the minimum qualifications of the position. Failure to demonstrate a good faith effort in obtaining the education requirement shall result in the bargaining unit member being returned to their previous position, if a vacancy exists, or be placed on lay-off status. Any bargaining unit member being denied permanent status will be given the reason in writing.

11.5 When a bargaining unit member accepts a position or promotion to another position within the ~~City~~ bargaining unit, the member will be expected to serve a six (6) month probationary period. If the member does not successfully complete the probationary period, or if the member requests in writing to the department director to be returned to the member's former position, the member will be returned to the former position, if the position is vacant. If the position has been filled the member wanting to return may displace the incumbent and the incumbent will be placed on lay-off status, and may exercise rights to displace other bargaining unit members as set forth in Section 12.2(b). If the position has been eliminated the bargaining unit member shall be placed on a lay-off status, and may exercise the right to displace another bargaining unit member, as set forth in Section 12.2(b).

When a bargaining unit member accepts a position or promotion to another position within the city but outside the bargaining unit, the member will be expected to serve a six (6) month probationary period. If the member does not successfully complete the probationary period, or if the member requests in writing to the department director to be returned to the members' former position, the member will be returned to the former position, if the position is vacant. If the position has been filled, then the member would be able to bid to any current open position that has been posted externally within the bargaining unit. In order to bid the open position, the member would have to meet the qualifications for the position and would be eligible to move into the open position under the terms outlined in the job description and posting. If no position is open the employee wishing to return to the bargaining unit will be placed on layoff status and will be called back when a bargaining unit position opens and has previously been posted to the existing bargaining unit members prior to being opened to the public, the laid off individual will be offered the open position. When returning to the bargaining unit the returning member will keep their shop seniority, but their crew seniority will reset.

11.6 Except as provided for in Section 11.4 of this Article the probationary period shall be the first six (6) months of employment, transfer, or promotion for all bargaining unit members. New hire probationary members may be released without notice from employment for unsatisfactory performance at any time during the probationary period. Promoted or transferred employees may be returned to their former position if their performance during the probationary period is unsatisfactory. Members shall not be eligible for lateral transfers during a probationary period.

11.7 Promoted bargaining unit members shall not lose City, department, or crew seniority, but will have a new seniority date for the promoted position classification. Promoted bargaining unit members will be compensated at the next highest rate of pay above their current rate and move through the scale based on tenure in the promoted position classification.

ARTICLE 12. LAYOFFS AND REDUCTIONS-IN-FORCE

12.1 For purposes of this Article, a bargaining unit member's "seniority" shall be the total length of service since his/her latest date of hire or appointment within the Department.

12.2 Bargaining unit members shall be given at least thirty (30) days notice of any layoffs or reductions-in-force.

(a) In a layoff or reduction-in-force, members shall be removed in inverse order of seniority within the class of positions, i.e. the least senior member in a position shall be removed first.

(b) Bargaining unit members who are to be removed in a layoff or reduction-in-force may, during the notice period, choose to displace less senior bargaining unit members in positions having the same or lower pay grades provided that the bargaining unit member meets all the qualifications for the position sought and provided the member can perform the duties with minimal familiarization. The minimal familiarization period shall be a maximum of ten (10) work days.

12.3 Bargaining unit members shall be recalled in order of seniority. Bargaining unit members who were forced to bump to a position in a lesser classification due to a layoff shall automatically be reinstated to their former position at the time of recall.

ARTICLE 13. WAGES AND BENEFITS

13.1 Wages

Bargaining unit members, as identified by classification, will be compensated in accordance with Appendix A of this Work Agreement.

13.2 Licenses.

For those bargaining unit members obtaining the following licenses, through the Missouri

Department of Natural Resources or Missouri Water Environment Association, the hourly rate in Appendix B will be increased by the percent identified in the table. The percent identified by specific license is an individual adjustment for that license and is cumulative for multiple licenses. Employees are eligible for license premiums based on job classification. If any employee has put forth the time and effort to receive a minimum of a one (1%) percent license premium and they choose to move/bid from either SMD, the treatment plant, or Environmental Compliance to another WPC bargaining unit department, they shall keep their license premiums, until they become eligible for an equivalent license in their new position, however they can not exceed the five (5%) maximum license premium at any time. The City shall make every attempt to offer bargaining unit members the opportunity to for license testing (advancement, continued education and renewal). The maximum cumulative premium available to any bargaining unit member is 5%. ~~If a level of license is skipped, no compensation will be granted for the skipped level.~~ License premiums will not be paid until the day the actual license is turned in to the Department and date stamped in. It will not be paid back to the effective date of the certificate.

Treatment Plant Operations and Sewer Maintenance Division Positions

(1) The "C" license is mandatory for the Treatment Plant Operator II; and is reflected in their pay as shown in the pay scale.
(2) The "D" license is mandatory for the Treatment Plant Operator I and is reflected in their pay as shown in the pay scale.
(3) Any employee who has a higher-level license will be paid for each of the lower rated licenses. For example, an employee with an "A" license will receive the cumulative premiums for the "A", "B", "C", and "D" licenses.

The City will pay for the cost of the first test per license grade and renewals for these positions. The City will provide time off with pay for said first tests. For bargaining unit members attempting to upgrade their license and for bargaining unit members who are still on probation the City will pay the cost of a second test and compensate for time offif the bargaining unit member passes the test on the second attempt.

The City will pay the difference in cost between a regular driver's license and the cost of the Commercial Drivers License for those bargaining unit members required to have such. If a bargaining unit member is required to do work that requires a CDL then thatbargaining unit member shall receive the step up pay for that position.

(MDNR) Wastewater Treatment Plant	(MWEA) Collection System

"A"	2.0%	**"A"**	2.0%
"B"	1.5%	**"B"**	1.5%
"C"	1.0%	**"C"**	1.0%
"D"	0.5%	**"D"**	0.5%

~~(4) The "C" license is mandatory for the Treatment Plant Operator II; therefore this percent increase and the "D" increase do not apply.~~
~~(5) The "D" license is mandatory for the Treatment Plant Operator I; therefore this percent increase does not apply.~~
~~(6) Any employee who has a higher-level license will be paid for each of the lower rated licenses. For example, an employee with an "A" license will receive the cumulative premiums for the "A", "B", "C", and "D" licenses.~~

Environmental Compliance

Certified Stormwater Manager	3%
ICC Plumbing Plan Examiner	1.5%
ICC Commercial Plumbing Inspector	1.5%
Certified Environmental & Safety Compliance Officer	1.5%
National Green Infrastructure Certification	1%
MWEA Collection System "C"	0.5%
MWEA Collection System "D"	0.5%
MDNR Wastewater Treatment "D"	0.5%
40-hour Hazwopper	0.5%
OSHA-Certified Environmental Specialist	0.5%
Backflow Assembly Testing Certification	1%
Advanced Septic Installer	3%

~~**The City will pay for the cost of the first test per license grade and renewals for these positions. The City will provide time off with pay for said first tests. For bargaining unit members attempting to upgrade their license and for bargaining unit members who are still on probation the City will pay the cost of a second test and compensate for time offif the bargaining unit member passes the test on the second attempt.**~~

~~**The City will pay the difference in cost between a regular driver's license and the cost of the Commercial Drivers License for those bargaining unit members required to have such. If a bargaining unit member is required to do work that requires a CDL then thatbargaining unit member shall receive the step up pay for that position.**~~

Maintenance Mechanic/Electrician

Backflow Assembly Testing Certification	1%

MDNR Wastewater Treatment Plant “A”	2%
MDNR Wastewater Treatment Plant “B”	1.5%
MDNR Wastewater Treatment Plant “C”	1%
MDNR Wastewater Treatment Plant “D”	0.5%
AWS Welding Certification	3%
MWEA Collection System “C”	1%
MWEA Collection System “D”	0.5%
PLC Certification	2.5%
HVAC Certification	1.5%
Industrial Electrician Certification	1.5%
NFPA 70E	1%
ICC - Licenses	2%

13.3 Out-of-Position Pay

(a) A bargaining unit member who is temporarily assigned to a position classification within the bargaining unit and such position classification is paid at a higher rate than the rate for the bargaining unit member’s regular position classification and the bargaining unit member works at such position classification for one (1) hour or morethe bargaining unit member will be paid at the higher rate for all hours worked in this out-of-position classification. Out-of-position pay will go to the most senior qualified bargaining unit member in a particular crew or function of the division (Sanitary Sewer Maintenance, Storm Water Maintenance, or Treatment Plant).

(b) Out-of-position pay shall not be given to members who are training in certainfunctions of another position. Training assignments shall be made for the benefit of the member, for skills development and to gain experience which may assist in preparingthe member for advancement.

(c) If a holiday occurs while the bargaining unit member is working out-of-position, on the day before and the day after the holiday, the bargaining unit member shall be paid at the out-of-position rate for the holiday. If the bargaining unit member is absent while working out-of-position for vacation, sick leave, or personal business the bargaining unit member will be compensated at their regular rate of pay for such absence.

13.4 Training.

(a) Assignments for receiving training on new procedures or equipment, which is within the scope of duties for a bargaining unit class of positions, shall be based on developmental needs of the employee and/or work unit with due regard for seniority. The City will entertain recommendations from the Union to improve the training program for each position classification.

(b) The City will provide CDL training at its cost and will pay the licensing fee for any employee who has successfully completed the new hire probationary period and who will commit to performing snow removal duties for a minimum of one season

after obtaining the CDL.

(c) When the City pays time and tuition for employees to obtain a CDL and any employee chooses not to perform snow duty (see previous paragraph (b)), the cost of tuition shall constitute a debt from the employee to the City, which shall be repaid through wage deduction in the event the employee leaves the City after receiving the CDL training and before the debt is forgiven. The full amount of this debt shall be forgiven one year after the employee obtains the CDL.

13.5 Health Plans

The City shall offer members a choice of health insurance plans. The cost of these plans is shared between the member and the City. Both the cost sharing and benefit package shall be equal to the cost sharing and benefit package offered to other City employees.

The City shall maintain the Stay Well Advisory Committee during the term of this Work Agreement, as long as the City maintains a self-funded program. The City agrees that the Union may appoint one (1) member to the committee.

13.6 LAGERS

Bargaining unit members shall be covered by, and be entitled to retirement benefits through the Missouri Local Government Employees Retirement System (LAGERS).

13.7 Protective Clothing.

(a) The City agrees to provide an annual reimbursement up to ~~$300.00~~$375.00 per bargaining unit member for the purchase of shoes/boots, ~~coveralls, jackets or insulated garments~~ and outerwear suitable for use at work when presented with receipts of purchase. Any part of the reimbursement not expended in one (1) year may be carried over to the next year. Regardless, the total reimbursable amount shall not exceed ~~$600.00~~$750.00 over the three (3) year agreement. Bargaining unit members will be eligible to receive the reimbursement on the first day of hire and the second reimbursement upon completion of their six (6) month probationary period or July 1st, whichever date occurs later. Each subsequent annual reimbursement will fall on July 1st of each year. (TA'd) Coveralls purchased shall be a solid color, other than orange, but otherwise to be determined by the bargaining unit member. Bargaining unit members will not unreasonably delay the purchase of replacements for damaged footwear, coveralls, and jackets when requested by a supervisor. The Union and the City agree to work together to resolve any questions of safety as it relates to protective clothing.

The initial ~~$300.00~~$375.00 reimbursement provided to new hires shall constitute a debt owed to the City and may be recouped through payroll deduction if the new hire voluntarily leaves employment with the City within one year of his or her start date. After the new hire completes one full year of employment with the City, this debt shall be forgiven.

(b) The City shall furnish uniforms as set out below:

Sewer Maintenance employees shall receive eleven (11) reflective tee shirts (combination of long and short sleeved as determined by the employee), and eleven (11) pants or bibs. City will provide laundry service for tee shirts and pants. Employees will launder their hoodies.

Plant and maintenance employees shall receive eleven (11) tee shirts (combination of long and short sleeved as determined by the employee), and eleven (11) pants or bibs. City will provide laundry service for tee shirts and pants. Employees will launder their hoodies.

Environmental employees shall receive eleven (11) business casual shirts (combination of long and short sleeved as determined by the employee) and will be eligible for reimbursement of ~~eleven (11)~~ six (6) pairs of department approved pants ~~or bibs~~. Torn, tattered, and/or damaged garments will be replaced as needed. ~~The City will provide laundry service for the shirts and pants.~~ Employees will launder all provided clothing. The City will additionally provide two (2) magnetized identification placards showing the City logo, suitable for use with a winter coat.

The City will provide three (3) hooded pull-over or zipped sweatshirts (can be mixed) to each new hire, and one (1) additional hooded sweatshirt annually for current employees. Each employee may receive one reflective hoodie if they so choose. Management reserves the right to replace damaged articles at its discretion.

(c) For bargaining unit members who are required to wear safety glasses on a regular basis, the City shall reimburse bargaining unit members for qualified prescription safety glasses in an amount equal to the cost of such glasses, not to exceed one hundred and fifty dollars ($150.00) every two (2) years. The City further agrees to replace prescription safety glasses broken or damaged on the job independent of the allowance amount.

13.8 Longevity

~~Effective for the contract year running from July 1, 2023, through June 30, 2024, every employee covered under this Agreement shall receive a longevity increase on their anniversary dates, equal to one-half percent (.5%) of his or her new base pay. Longevity pay shall be calculated as follows: [new base pay] x .005 = [longevity increase]. Final base pay will be determined as: [new base pay] + [longevity increase] = [final base pay].~~

Effective July 1, 2024, any bargaining unit member receiving Longevity Pay will continue to receive their current Longevity Pay accrued to date but will cease to accrue additional Longevity Pay after June 30, 2024. In lieu of Longevity Pay, the City agrees that in any given year, the wage table adjustment for all members shall not be less than 0.5%.

~~In the event that non-bargaining personnel continue to receive new longevity pay increases on or after July 1, 2024, or in any subsequent calendar year during the life of this agreement, then the preceding paragraph shall be put in abeyance and all bargaining unit personnel shall instead receive longevity pay during that year as they received it under the first year of this CBA.~~

ARTICLE 14. AUTHORIZED LEAVE

14.1 Vacation

Members shall accrue vacation leave in accordance with the following:

1 through 4 years of service	80 hours
5 through 9 years of service	120 hours
10 through 14 years of service	160 hours
15 or more years of service	200 hours

(a) When days off and vacations are granted, the length of service in the position classification will be the controlling factor in granting vacation if all things are equal.

(b) Requests for vacation must be submitted in writing to the supervisor. Requests for vacation must be made a minimum of two (2) weeks in advance. The supervisor shall approve or deny the request within three (3) work days of when the request was originally made. Short requests or telephone requests for vacation will only be accepted on an individual case-by-case basis with the approval of the supervisor.

(c) An bargaining unit member shall not be charged with a day of vacation taken for any holiday observed by the City which occurs during the bargaining unit member's scheduled vacation.

14.2 Personal Business Leave

Bargaining unit members shall be credited annually with a maximum of twenty-four (24) hours of personal business leave, which shall accrue on a bi-weekly basis, and accumulate up to a maximum of sixty (60) hours. Personal business leave requests do not have to be requested in advance of needing the leave time and shall be permitted. ~~Requests for absences may be permitted with the approval of the bargaining unit member's supervisor.~~ Bargaining unit members are encouraged to provide as much advance notice as is possible.

14.3 Holidays:

The following days shall be observed as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Juneteenth	Thanksgiving Day
Truman's Birthday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Each bargaining unit member shall additionally have one floating holiday to be scheduled in the same manner as vacation. Floating holidays must be used during the calendar year. Floating holidays do not carry forward from year-to-year, and anyunused floating holiday will be lost. Employees hired into the bargaining unit must be working in a bargaining unit position no later than February 28 of any given year in orderto gain the floating holiday for that year. Employees coming from other positions within the City where they have been awarded but not yet used their floating holiday for the year will carry it into the bargaining unit with them regardless of when they transfer into the bargaining unit. Employees who transfer into the bargaining unit but who already received and used a floating holiday elsewhere within the City during the calendar year will not accrue another floating holiday until January 1 of the next upcoming year.

Bargaining unit members shall receive eight (8) hours of pay at their straight-time rate for each holiday, except as described below. Any employee who does not receive forty (40) hours of straight time pay in a holiday week due to only receiving eight (8) hours holiday pay shall have the option to make up two (2) hours during that pay period or use two (2) hours accrued leave if they so choose.(a) When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be considered the holiday.

(b) Bargaining unit members who are assigned to work on a holiday as part of their regular work schedules shall be paid time-and-one-half for all hours worked on the holiday, and shall in addition receive their regular holiday pay (eight hours at straight time); provided however that any employee who is regularly scheduled for a ten (10) hour shift will receive either eight (8) hours of straight-time holiday or straight-time holiday pay equal to the number of hours actually worked on the holiday, up to a maximum of ten (10) hours, whichever is greater.

Bargaining unit members who as part of their regular work schedules are assigned to be off work on a holiday but who are called in to work on the holiday shall be paid double time for all hours worked on the holiday, in addition to eight (8) hours of holiday pay, except that any employee called in for a longer shift shall receive holiday pay equal to their actual hours worked, up to a maximum of ten (10) hours.

In departments that work seven days per week, these premiums shall apply on actual holidays only. In all other departments, these premiums shall apply on observedholidays rather than actual holidays when holidays fall on the weekends.

(c) Treatment Plant holiday schedules shall be posted approximately ninety (90) days in advance of the observed holiday. Treatment Plant bargaining unit members in operations shall be given the opportunity to request and sign-up by shift for holiday work, and reasonable consideration shall be given to the needs of the operation, the bargaining unit members qualifications, and seniority.

(d) Bargaining unit members may be required to work holidays due to unforeseen circumstances including, but not limited to, operation inventories or difficulties, absenteeism, City emergencies, etc.

Section 14.4 Sick Leave

(a) ~~(c)~~ Use of Sick Leave Credit – New full-time employees will be credited forty-eight (48) hours of sick leave on their first day of employment ~~Sick leave credit shall accrue during a bargaining unit member's initial probationary period of employment but shall not be used for payment during such member's absence at that time.~~ Use of accrued sick leave credit shall be allowed ~~after successful completion of the initial probationary period~~ due to personal, family illness, healthcare appointment/visit or any situation which may be authorized by the Family and Medical Leave Act (FMLA).

(b) ~~(a)~~ Accrual of Sick Leave Credit – After successful completion of their initial probationary period, ~~B~~bargaining unit members shall accrue sick leave credit at the rate of eight (8) hours for each calendar month employed. ~~Calculation of Sick Leave Credit – Bargaining unit members initially hired on or priorto the fifteenth (15th) day of the month shall accrue sick leave credit beginning on thefirst (1st) day of that month. Bargaining unit members initially hired subsequent to the fifteenth (15th) day of the month shall accrue sick leave credit beginning on the first (1st) day of the succeeding month~~.

(c) ~~(d)~~ Absence Notice – Bargaining unit members who work shifts shall be required to notify their supervisor of an absence two (2) hours prior to the beginning of the member's shift. All other bargaining unit members shall be required to notify theirsupervisor of an absence one-half (1/2) hour prior to the beginning of that member's shift on the first (1st) day the member requests sick leave status, unless for good reasonsuch notice cannot be given. Thereafter, the form and time of notice of absence shall be determined by the supervisor, and is subject to the approval of the department director.If there is reason to believe the use of sick leave is inappropriate, or when the memberis off work three (3) or more consecutive work shifts, or is on disciplinary probation for excessive absence, the member may be required by the department director to submit aphysician's certificate before returning to work.

Prior to returning to work any bargaining unit member assigned to the treatment plant who is off work and using sick leave must call the shift supervisor, or person on duty, eight (8) hours prior to the start of their regular shift. In the event the bargaining unit member calls in less than eight (8) hours before their regular shift begins, that member may not be allowed to return to work until their next regularly scheduled shift.

(d) ~~(e)~~ Sick Leave During Vacation – Bargaining unit members may use accumulated sick leave credit for illness or injury while on authorized vacation leave, provided such use ofsick leave credit would be warranted if the member were not on vacation leave and, provided further, that an attending physician's statement is furnished, upon request, to the supervisor certifying that the member was incapacitated to a degree which would have prohibited performance of normal duties.

(e) ~~(f)~~ Family Leave - Leave time shall be allowed for the purpose of staying with

immediate family members upon the occasion of disability or illness. Such leave shall be charged against accumulated sick leave.

(f) ~~(g)~~ Immediate Family shall mean: spouse, mother, father, sister, brother, daughter, son, mother/father-in-law, sister/brother-in-law, son/daughter-in-law, grandparents, spouse's grandparents, grandchildren, stepmother/father, stepbrother/sister, stepchild, and half brother/sister.

14.5 Bereavement Leave

In the case of death within the immediate family of a bargaining unit member, such member shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial services. This leave will not be charged against the member's accumulated sick leave or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided that if the services are to be conducted out of a four hundred mile radius, such member shall be entitled to remain absent from duty in order to attend such services for a period not exceeding five (5) working days.

(a) Immediate family, for the purpose of this Section, shall be the same as identified in the Section pertaining to Sick Leave.

(b) Bargaining unit members who have exhausted bereavement leave may be granted additional vacation, family leave or personal leave in conjunction with bereavement leave upon approval from the department director.

14.6 Injury Leave

(a) In all instances, workers' compensation shall be provided by the City for all bargaining unit members' injuries arising in the course and scope of their employment. All incidents, injuries, and reoccurrences of injuries shall be reported to the City without unreasonable delay and pursuant to the City's established procedures.

(b) Bargaining unit members who suffer disability while on duty shall receive full salary and benefits (except net income will not be greater than if not on injury leave) including accrual of vacation, sick leave, and personal leave days while unable to return to their regular assignment, except as provided for in Section 14.6(c) of this Article, up to a maximum of thirty (30) weeks. Thereafter, bargaining unit members shall be entitled to benefits under the current Workers' Compensation Act. With the exception of statutory waiting periods, it is understood that in the case of a job-connected disability, a bargaining unit member will not be required to use any accumulated leave until after the depletion of Workers' Compensation benefits. However, following the lapse of the thirty (30) weeks, a bargaining unit member who is receiving temporary disability payments under the Workers' Compensation Law may, in addition thereto, at the bargaining unit member's election, receive an amount of money equal to the difference between the disability payment and the bargaining unit member's regular salary (except net income will not be greater than if not on injury leave), up to the amount of the bargaining unit member's accrued leave. A bargaining unit member may elect to use accrued leave or other contract benefits before applying for a disability retirement under the LAGERS Retirement

Program. A bargaining unit member who has been placed on disability retirement shall have full protection of LAGERS legislation and other retirement benefits offered by the City.

(c) After proper convalescence and upon release for modified-duty assignment, a member shall be required to return to work to perform assignments of a modified-duty nature only. Modified-duty bargaining unit members shall retain all leave usage rights.

(d) Where productive work is available that needs to be done and that is fully consistent with all medical restrictions, the city may offer temporary light duty to employees recovering from off-the-job injuries. It is understood and agreed that any employee injured on-the-job will have priority for light duty work, regardless of when the injuries occurred. Further, light duty work assignments will not be "created" by taking work assignments from non-injured employees.

In the event this language is removed from all other city Municipal Services collective bargaining units, then this language shall become null and void on the next July 1st, following the changes being made permanent in all other city Municipal Services collective bargaining agreements.

14.7 Military Leave - Bargaining unit members shall be granted military training leaves of absence in accordance with applicable state law without loss of pay or other benefits for a period not to exceed a total of one hundred and twenty (120) hours in any Federal fiscal year. Competent orders and sufficient prior notice must be received by the Human Resources Director in order to grant military leave. While the City recognizes the re-employment rights of the veteran, the personnel record must reflect the bargaining unit member's re-employment rights in accordance with Federal and State laws with a copy of the orders incorporated in the personnel file.

14.8 Leave of Absence Without Pay – Bargaining unit members on vacation or sick leave status must request a leave of absence without pay within three (3) work days after exhausting all paid leave. If a bargaining unit member is absent for more than three (3) consecutive work days, after exhausting all paid leave, and does not receive approval for a leave of absence without pay, the bargaining unit member may be considered to have resigned without notice. The Human Resources Director is authorized to grant a leave of absence without pay, not to exceed fifteen (15) calendar days, upon recommendation of the bargaining unit member's department director. The City Manager may grant an bargaining unit member a leave of absence without pay, for a period not to exceed one (1) year, upon written request. Failure on the part of the bargaining unit member to report to work at the end of an approved leave of absence without pay may be considered a resignation.

14.9 Funeral of Fellow Employee – If a bargaining unit member serves as a pallbearer at the funeral of a Water Pollution Control Department employee or a retired Water Pollution Control Department employee, the department director may permit the bargaining unit member to be absent from work on a basic work day without loss of pay for whatever time may be necessary, but not to exceed eight (8) hours. The benefits of this Section shall not apply during vacations, sick leave or any other permitted absence.

ARTICLE 15. RETIREMENT OR SEPARATION

15.1 Bargaining unit members hired on or before July 1, 2021 who separate from service via resignation with proper notice, retirement, death, or layoff, shall be compensated accumulated sick leave credit as follows:

10 through 15 years of service: up to 520 hrs
16 through 25 years of service: up to 780 hrs
26 or more years of service (or line of duty disability/death): up to 1040 hrs

15.2 ~~Payment shall be at the Member's rate of pay at the time of separation on an hour-for-hour basis.~~ An ~~Member~~ employee can elect to take this payment in a lump sum on their final paycheck or payment can be made at the equivalent of forty (40) hours per week, via ~~or in~~ by-weekly installments until the amount of accumulated sick leave is exhausted or for a maximum of thirteen (13) pay periods.

15.3 Bargaining unit members with less than ten (10) years of service or who quit without two (2) weeks' notice, or who are terminated for just cause shall not be eligible for this benefit.

15.4 Bargaining unit members hired on or after July 1, 2021 shall not be eligible to receive sick leave payout upon separation, for any reason. Sick leave accrual for these employees shall be capped at 1250 hours for employees who work 40 hours per week. For these employees, the City will instead make an annual lump sum contribution to the Member's 401a account on July 1 of each fiscal year, as follows:

	Annual Contribution
R22	$220.00
R25	$235.00
R28	$255.00
R31	$265.00
R34	$275.00
R35	$300.00
R36	$305.00
R37	$310.00
R39	$335.00

15.5 The annual 401a benefit will vest according to the following schedule:

Years of Service	Vesting
~~0-4~~	~~0%~~
1	10%
2	20%
3	30%
4	40%
5	50%

6	60%
7	70%
8	80%
9	90%
10+	100%

15.6 All annual contributions will also be made on July 1 of each calendar year. Employees must be on the payroll as of July 1 in any given year to receive the initial or annual contribution payments. There shall be no pro-rating of any such payments for partial years of service.

15.7 Employees who experience a duty-related disability or who die while employed by the City shall automatically become fully vested, and shall receive any initial or annual contribution as if they had completed the then-current contract year (i.e. as if they had continued working to the next upcoming July 1 anniversary date).

ARTICLE 16. GRIEVANCE PROCEDURE

16.1 The following procedure will be observed in the handling of grievances and complaints involving the application or interpretation of the terms and provisions of this Agreement.

16.2 As quickly as possible after the signing of this Agreement, the City will furnish the Union with a list setting forth positions of Supervisors in relation to the work groups of the City's operations that are related to this bargaining unit. The City will promptly notify the Union of any changes in such personnel as may occur from time to time. The Union will furnish the City with a list of its officers and stewards, setting forth the groups that each steward represents. The Union will promptly notify the City of any changes in such personnel as may occur from time to time.

16.3 Should any complaint or grievance arise between the City and its bargaining unit members with regard to the application or interpretation of the terms and provisions of this Agreement, such complaint or grievance shall be settled in the following manner:

Step 1. Informal. If one or more bargaining unit members should have a grievance or complaint, the bargaining unit member(s) shall attempt to settle the grievance or complaint with their immediate supervisor. The bargaining unit member(s) shall have the option of first discussing the grievance or complaint with their steward and their steward shall be permitted to accompany them in their contact with the immediate supervisor. The immediate supervisor shall have ten (10) work days to reach a satisfactory settlement of the grievance after it is presented to the immediate supervisor. If the grievance is not presented to the immediate supervisor within ten (10) work days after the incident occurs, the matter shall be considered dropped.

Step 2. Intermediary. If no agreement is reached with the immediate supervisor the grievance shall, within ten (10) business days thereafter, be reduced to writing andtaken up with the division manager in the department. The complaint of a bargaining unit

member shall be filed in writing with the division manager and shall be disposed of by the division manager within ten (10) business days after filing.

Step 3. <u>Formal.</u> In cases where an unsatisfactory decision to a written appeal to the division manager has been rendered, the following formal grievance process shall be followed:

1. The Union Representative shall present a written request for a formal grievance review to the department director. This shall be done only after all informal and intermediary processes have been exhausted. It can be requested no later than ten (10) work days after the appeal decision from the intermediary grievance process is rendered by the division manager. This portion of the grievance process shall be disposed of by the department director within ten (10) business days after the receipt of the written request for a formal grievance review.

2. In cases where an unsatisfactory decision to the written formal grievance review to the department director has been determined, the following appeal process to the City Manager shall be invoked:

(a) The Union shall present a written request for a formal grievance to the City Manager or his/her designee. This shall be done only after the informal, intermediary, and formal processes to the department director have been exhausted. It can be requested no later than ten (10) business days after the appeal decision from the department director is rendered.

(b) The City Manager (or Deputy/Assistant City Manager if designated) shall respond to a formal grievance review request within ten (10) business days specifying the date on which the grievance will be heard. The following shall be the administrative hearing process:

(i) The hearing shall take place no later than ten (10) business days after the City Manager or designee's response is issued to the Union.

(ii) The Union shall notify the Human Resources Director of requests for witnesses and presentation of evidence. The Union shall state the grievance and pertinent facts in writing and submit it to the City Manager or Deputy/Assistant City Manager, as applicable, no later than three (3) work days prior to the review hearing.

(iii) The department director shall prepare the case for the City and request such evidence and witnesses that he/she believes necessary for the review hearing.

(iv) The Union shall have the right to submit any evidence in favor of the grievance at the review hearing.

(v) The Human Resources Director shall have available witnesses and evidence required by the parties, to the extent they are within the City's control.

(vi) A clerk-stenographer or recording devices shall be to make a record of the review hearing.

(vii) The City Manager or Deputy/Assistant City Manager shall listen to the case and make a decision based on the contract language and evidence presented.

3. If the grievance is not satisfactorily resolved at this step, the Union may request arbitration by the Federal Mediation Conciliation Service. Section 3.29(3) of the Charter of the City of Independence shall not be applicable for bargaining unit members, other than new-hire probationary employees. Arbitration must be requested within ten (10) business days of receipt of the decision of the City Manager or Deputy/Assistant City Manager. If notice of intent to arbitrate is not delivered to the City within ten (10) work days, the grievance shall be deemed abandoned.

Step 4. <u>Arbitration.</u>

1. Within fifteen (15) work days after notice of intent to arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike one name from such list, with the party seeking arbitration striking the first name, until only one name remains. The remaining person shall be accepted by both parties as the arbitrator to hear and decide the dispute. The party requesting arbitration shall notify the arbitrator of his selection and request available dates not later than ten (10) work days following the receipt of the last name strike by the other party.

2. The decision of the arbitrator shall be subject to the following conditions:

(a) The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.

(b) In the resolution of disputes, the arbitrator shall give no weight or consideration to any matter except the language of the Agreement and the evidence presented by the parties.

(c) The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Work Agreement. The arbitrator shall have no power to establish or change any wage rates.

(d) The decision of the arbitrator shall be final and binding on both parties as to all matters which may arise out of the interpretation or application of this Work Agreement, except for the City Manager's right of review as set out in paragraph (f), below.

(e) In a disciplinary grievance, the arbitrator shall have discretion to reduce or raise the discipline imposed.

(f) Decisions of the arbitrator regarding shall be subject to review by the City Manager. Where the arbitrator's decision resolves issues of fact, the City Manager is not authorized to substitute his or her own judgment for the judgment of the arbitrator if the arbitrator's findings of fact are supported by competent and substantial evidence. The City Manager is authorized to reject the arbitrators decision only when the arbitrator's

findings of fact and decision based thereon are clearly contrary to the overwhelming weight of the evidence viewed in its entirety, together with all legitimate inferences which may be reasonably drawn from that evidence, and in the light most favorable to the findings of fact and decision of the arbitrator based thereon. Where the arbitrator's decision is based upon an application or interpretation of law, the City Manager may review the award to determine if it is in violation of constitutional provisions; if it is for any reason unauthorized by law, or if it is made upon unlawful procedure without a fair hearing. The City Manager can exercise his or her own judgment on these matters after receiving advice from the City Counselor or an authorized designee. Notwithstanding any of the foregoing, the City Manager may reject the decision l of the arbitrator if such rejection results in a disposition more favorable to the bargaining unit member than the decision of the arbitrator.

(g) The costs of the arbitrator shall be shared equally by the City and the Union.

(h) This provision does not extend to negotiations for amendment of this Work Agreement or for mediation of any disagreements involved in such negotiations.

16.4 Cases involving non-probationary bargaining unit members regarding layoff, suspension without pay for more than ten (10) days, demotion, or termination from City service shall be referred directly to the Personnel Board upon the bargaining unit member's request for such a hearing.

16.5 Should the Union claim within ten (10) work days after the discharge of a bargaining unit member that the City acted outside of its rights and responsibilities and that the bargaining unit member was unjustly discharged, the issue shall be adjudicated as a grievance, commencing with Step 2 under Section 16.3. Should the discharge be not sustained on appeal after having been handled as provided in Section 16.3 of this Article, the bargaining unit member shall be returned to service and compensated as determined by the decision in the matter.

16.6 All computations of time within which action must be taken as specified in this Article shall be exclusive of Saturdays, Sundays, and holidays observed by the City.

16.7 The Director will, when absent, and may, at any time so desired, appoint another person to act in his/her stead, and such party shall have full power to act in all matters arising under this Article.

16.8 The grievant and one Steward maybe compensated at Step 1, Step 2, or Step 3-1 of the grievance process if the supervisor, division manager, or department director decides to conduct a hearing. The grievant and one Steward may be compensated at Step 3-2 of the grievance process if the City Manager decides to conduct a hearing and the bargaining unit prevails in the grievance. Bargaining unit members shall not be paid for the time spent during Step 4 of the grievance resolution process, except as a witness on behalf of the City. Bargaining unit members will not be compensated when off-duty and required to attend a hearing that is held during normal business hours, except as a witness on behalf of the City.

ARTICLE 17. ADDITIONAL PROVISIONS

17.1 No provision of this Work Agreement shall be construed to create any type of joint ownership of any rights or liabilities except as expressly set forth herein.

17.2 The failure of a party to insist upon strict performance of this Work Agreement, or any of the terms or conditions hereof, shall not be construed as a waiver of any of its rights hereunder.

17.3 Inclement Weather - The City will not require bargaining unit members to perform outside work during inclement weather, unless such work is necessary to protect life or property or to maintain service to the public. Weather instruments at the Treatment Plant or Sewer Maintenance Facility will be used to determine temperatures. The supervisor will be responsible for determining whether or not weather conditions will interfere with regular work and to see that bargaining unit members are not subjected to severe personal discomfort.

During periods when bargaining unit members are not required to perform outside work because of inclement weather, they will perform related work or attend safety, training, or other similar meetings.

Inclement weather shall be defined as follows:

(a) When rain, sleet or snow is falling in sufficient amount to be apparent that to continue to work outside would result in the bargaining unit members getting wet to the point of personal discomfort.

(b) When the temperature is less than five degrees (5°) Fahrenheit.

(c) When the temperature is above five degrees (5°) Fahrenheit and the wind chill is at or below minus four degrees (-4°) Fahrenheit.

(d) When the heat index is at or above one hundred and five degrees (105°) Fahrenheit.

In situations where bargaining unit members are working in different localities, performing substantially similar job tasks, and the inclement weather conditions are substantially the same in the different localities, all of the bargaining unit members will be treated substantially the same; with the understanding that even where weather conditions are exactly the same, certain types of work may be performed by some crews whereas other crews, with no such work to perform, will not be asked to work unless such work is necessary to protect life or property or to maintain service to the public. It is understood that the supervisor and the bargaining unit members will cooperate in the application of the above general principle.

17.4 Meal Allowance –

(a) Bargaining unit members required to work two (2) or more hours overtime

immediately after their regular work period shall be furnished a meal at the City's expense or allowed $15.00 for each meal. The first meal allowance shall be made at the end of the first two (2) hours of overtime and one meal allowance shall be made at the end of each four (4) hour interval thereafter during such overtime work. This meal allowance shall also apply to a call out occurring two (2) hours before the regular work hours of a bargaining unit member. This meal allowance provision shall apply on Saturday and Sunday the same as Monday through Friday.

(b) A bargaining unit member called out for overtime work not immediately following the regular work period shall be furnished a meal at the City's expense or allowed $15.00 for each meal after each four (4) hour interval of overtime work. Bargaining unit members who are requested at least twelve (12) hours in advance to work during their regular working hours on an overtime day shall not receive a meal allowance.

17.5 Contracting Work

The City reserves the right to enter into any contracts it deems necessary or advisable for the operation, maintenance, repair or extension of the water pollution control system.The City agrees, however, that it will not contract any work which is customarily done by a bargaining unit member(s) if as a result thereof it would be necessary to lay off a bargaining unit member(s) without first meeting and conferring with the Union.

ARTICLE 18. SAVINGS CLAUSE

18.1 Should any Article or provision of this Work Agreement be held illegal or invalid, for any reason, or be held in regulatory violation by a regulatory agency, no other Article or provision shall be affected, and the remaining Articles and provisions of this Work Agreement shall remain in full force and effect as if such illegal or invalid Article or provision, or regulatory violation has not been contained herein.

18.2 The Article or provision held illegal or invalid, or in regulatory violation, shall be subject to immediate negotiation for an appropriate substitution of said Article or provision by mutual agreement between the Union and the City.

ARTICLE 19. SUCCESSORSHIP

The City's obligation under this Agreement shall be binding upon its successors, administrators, executors and assigns as required by applicable law. The City shall give notice of the existence of this Agreement, a copy of this Agreement and contact information for the Union, to any purchaser, transferee, lessee, assignee, or other entity involved in a sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which an operation (for which employees subject to this Agreement are performing services) is transferred to an entity other than the City. Such notice shall be in writing. The Union shall be given a copy of the written notice at the time the seller, transferee or lessee makes the transaction known to the public or executes a contractfor a transaction as herein described, whichever occurs first. Additionally, the City shall advise the Union of the nature of the transaction, not including financial details, once the City and the other party have executed a contract for a transaction as herein described.

ARTICLE 20. OFFICIAL NOTICE

20.1 All notifications that are required or permitted to be given under this Work Agreement must be delivered to the parties described hereafter:

For the City:
City Manager
City of Independence
111 E. Maple
Independence, Missouri 64051

For the Union:
Union Representative
International Brotherhood of Electrical Workers, Local 53
1100 Admiral Boulevard
Kansas City, Missouri 64106

ARTICLE 21. ENTIRE WORK AGREEMENT

21.1 This document contains the entire Work Agreement between the City of Independence and the International Brotherhood of Electrical Workers, Local 53, Water Pollution Control Bargaining Unit, and no modification shall be effective unless it is written and executed by the City and the Union.

ARTICLE 22. TERM OF AGREEMENT

This Work Agreement shall be effective as of July 1, 2023~~23~~26, and shall remain in effect until June 30, 2026~~26~~29. No earlier than ninety (90) days prior to the end of the Work Agreement, either party may request, in writing, that negotiations commence on a new Work Agreement. Upon receipt of the written request, the Union and the City shall meet and confer regarding the proposed new Work Agreement. The existing Work Agreement may be extended on a temporary basis by mutual agreement between the Union and the City Manager for the purpose of concluding discussions on the new Work Agreement.

Execution

IN WITNESS WHEREOF, the parties have hereunto set their names and seals the day and year first above written.

CITY OF INDEPENDENCE, MO	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 53

By_____
Troy Anderson, City Manager

By_____
Benjamin Bush, Business Manager

IBEW - Water Pollution Control Bargaining Unit

~~Appendix - A.1~~

~~Wage Scale Effective Upon Ratification and Adoption by the City Council~~
~~[3.5% increase for all grades other than R28, R34, R35, R36 and R39]~~

~~Class Title~~	~~Grade~~	~~Entry~~	~~Six Months Service~~
~~Collection System Operator I~~	~~R25~~	~~$22.29~~	~~$23.47~~
~~Collection System Operator II~~	~~R31~~	~~$25.53~~	~~$26.90~~
~~Collection System Technician I~~	~~R25~~	~~$22.29~~	~~$23.47~~
~~Collection System Technician II~~	~~R31~~	~~$25.53~~	~~$26.90~~
~~Environmental Technician~~	~~R28~~	~~$24.36~~	~~$25.67~~
~~Environmental Specialist I~~	~~R35~~	~~$25.74~~	~~$27.16~~
~~Environmental Specialist II~~	~~R37~~	~~$28.43~~	~~$29.95~~
~~Equipment Operator II~~	~~R25~~	~~$22.29~~	~~$23.47~~
~~Equipment Operator III~~	~~R34~~	~~$25.93~~	~~$27.29~~
~~WPC Electrician I~~	~~R28~~	~~$24.36~~	~~$25.67~~
~~WPC Electrician II~~	~~R39~~	~~$28.80~~	~~$30.39~~
~~WPC Maintenance Mechanic I~~	~~R28~~	~~$24.36~~	~~$25.67~~
~~WPC Maintenance Mechanic II~~	~~R36~~	~~$26.00~~	~~$27.56~~
~~Treatment Plant Operator I~~	~~R34~~	~~$25.93~~	~~$27.29~~
~~Treatment Plant Operator II~~	~~R37~~	~~$28.43~~	~~$29.95~~

IBEW - Water Pollution Control Bargaining Unit

Appendix - A.1-

Wage Scale Effective Upon Ratification and Adoption by the City Council
[3.75% increase for all grades]

Class Title	Grade	Entry	Six Months Service
Collection System Operator I	R25	$24.60	$25.90
Collection System Operator II	R31	$28.17	$29.68
Storm Collection System Operator II	R31	$28.17	$29.68
Collection System Technician I	R25	$24.60	$25.90
Collection System Technician II	R31	$28.17	$29.68
Environmental Technician	R28	$26.88	$28.32
Environmental Specialist I	R35	$28.40	$29.96
Environmental Specialist II	R37	$31.37	$33.04
Equipment Operator II	R25	$24.60	$25.90
Equipment Operator III	R34	$28.60	$30.12
WPC Electrician I	R28	$26.88	$28.32
WPC Electrician II	R39	$31.78	$33.53
WPC Maintenance Mechanic I	R28	$26.88	$28.32
WPC Maintenance Mechanic II	R36	$28.69	$30.41
Treatment Plant Operator I (Includes .5% for "D" license Effective July 1 2026)	R34	$28.60	$30.12+ 0.5% = $30.27
Treatment Plant Operator II (Includes .5% for "D" license and 1% for "C" license Effective July 1 2026)	R37	$31.37	$33.04+ 1.5% = $33.54

IBEW - Water Pollution Control Bargaining Unit

~~Appendix - A.1~~

~~Wage Scale Effective JULY 1, 2024~~
~~[3.25% increase for all grades]~~

~~Class Title~~	~~Grade~~	~~Entry~~	~~Six Months Service~~
~~Collection System Operator I~~	~~R25~~	~~$23.02~~	~~$24.24~~
~~Collection System Operator II~~	~~R31~~	~~$26.36~~	~~$27.77~~
~~Collection System Technician I~~	~~R25~~	~~$23.02~~	~~$24.24~~
~~Collection System Technician II~~	~~R31~~	~~$26.36~~	~~$27.77~~
~~Environmental Technician~~	~~R28~~	~~$25.16~~	~~$26.50~~
~~Environmental Specialist I~~	~~R35~~	~~$26.58~~	~~$28.04~~
~~Environmental Specialist II~~	~~R37~~	~~$29.36~~	~~$30.93~~
~~Equipment Operator II~~	~~R25~~	~~$23.02~~	~~$24.24~~
~~Equipment Operator III~~	~~R34~~	~~$26.77~~	~~$28.18~~
~~WPC Electrician I~~	~~R28~~	~~$25.16~~	~~$26.50~~
~~WPC Electrician II~~	~~R39~~	~~$29.74~~	~~$31.38~~
~~WPC Maintenance Mechanic I~~	~~R28~~	~~$25.16~~	~~$26.50~~
~~WPC Maintenance Mechanic II~~	~~R36~~	~~$26.85~~	~~$28.46~~
~~Treatment Plant Operator I~~	~~R34~~	~~$26.77~~	~~$28.18~~
~~Treatment Plant Operator II~~	~~R37~~	~~$29.36~~	~~$30.93~~

IBEW - Water Pollution Control Bargaining Unit

Appendix - A.1-

Wage Scale Effective JULY 1, 2027
[3.5% increase for all grades]

Class Title	Grade	Entry	Six Months Service
Collection System Operator I	R25	$25.46	$26.80
Collection System Operator II	R31	$29.15	$30.72
Storm Collection System Operator II	R31	$29.15	$30.72
Collection System Technician I	R25	$25.46	$26.80
Collection System Technician II	R31	$29.15	$30.72
Environmental Technician	R28	$27.82	$29.32
Environmental Specialist I	R35	$29.39	$31.01
Environmental Specialist II	R37	$32.47	$34.20
Equipment Operator II	R25	$25.46	$26.80
Equipment Operator III	R34	$29.61	$31.17
WPC Electrician I	R28	$27.82	$29.32
WPC Electrician II	R39	$32.89	$34.71
WPC Maintenance Mechanic I	R28	$27.82	$29.32
WPC Maintenance Mechanic II	R36	$29.69	$31.47
Treatment Plant Operator I (Includes .5% for "D" license Effective July 1 2026)	R34	$29.61	$31.17+ 0.5% = $31.33
Treatment Plant Operator II (Includes .5% for "D" license and 1% for "C" license Effective July 1 2026)	R37	$32.47	$34.20+ 1.5% = $34.71

IBEW - Water Pollution Control Bargaining Unit

~~Appendix - A.1~~

~~Wage Scale Effective JULY 1, 2025~~
~~[3.0% increase for all grades]~~

~~Class Title~~	~~Grade~~	~~Entry~~	~~Six Months Service~~
~~Collection System Operator I~~	~~R25~~	~~$23.71~~	~~$24.96~~
~~Collection System Operator II~~	~~R31~~	~~$27.15~~	~~$28.61~~
~~Collection System Technician I~~	~~R25~~	~~$23.71~~	~~$24.96~~
~~Collection System Technician II~~	~~R31~~	~~$27.15~~	~~$28.61~~
~~Environmental Technician~~	~~R28~~	~~$25.91~~	~~$27.30~~
~~Environmental Specialist I~~	~~R35~~	~~$27.37~~	~~$28.88~~
~~Environmental Specialist II~~	~~R37~~	~~$30.24~~	~~$31.85~~
~~Equipment Operator II~~	~~R25~~	~~$23.71~~	~~$24.96~~
~~Equipment Operator III~~	~~R34~~	~~$27.57~~	~~$29.03~~
~~WPC Electrician I~~	~~R28~~	~~$25.91~~	~~$27.30~~
~~WPC Electrician II~~	~~R39~~	~~$30.63~~	~~$32.32~~
~~WPC Maintenance Mechanic I~~	~~R28~~	~~$25.91~~	~~$27.30~~
~~WPC Maintenance Mechanic II~~	~~R36~~	~~$27.65~~	~~$29.31~~
~~Treatment Plant Operator I~~	~~R34~~	~~$27.57~~	~~$29.03~~
~~Treatment Plant Operator II~~	~~R37~~	~~$30.24~~	~~$31.85~~

IBEW - Water Pollution Control Bargaining Unit

Appendix - A.1-

Wage Scale Effective JULY 1, 2028
[3.5% increase for all grades]

Class Title	Grade	Entry	Six Months Service
Collection System Operator I	R25	$26.35	$27.74
Collection System Operator II	R31	$30.17	$31.80
Storm Collection System Operator II	R31	$30.17	$31.80
Collection System Technician I	R25	$26.35	$27.74
Collection System Technician II	R31	$30.17	$31.80
Environmental Technician	R28	$28.80	$30.34
Environmental Specialist I	R35	$30.42	$32.10
Environmental Specialist II	R37	$33.61	$35.40
Equipment Operator II	R25	$26.35	$27.74
Equipment Operator III	R34	$30.64	$32.26
WPC Electrician I	R28	$28.80	$30.34
WPC Electrician II	R39	$34.04	$35.92
WPC Maintenance Mechanic I	R28	$28.80	$30.34
WPC Maintenance Mechanic II	R36	$30.73	$32.58
Treatment Plant Operator I (Includes .5% for "D" license Effective July 1 2026)	R34	$30.64	$32.26+ 0.5% = $32.42
Treatment Plant Operator II (Includes .5% for "D" license and 1% for "C" license Effective July 1 2026)	R37	$33.61	$35.40+ 1.5% = $35.93

WORK AGREEMENT

Between

CITY OF INDEPENDENCE, MISSOURI

And

LOCAL UNION 53
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS

Water Pollution Control Bargaining Unit

Effective July 1, 2026 through June 30, 2029

Table of Contents

ARTICLE 1. PURPOSE **3**
ARTICLE 2. RECOGNITION **3**
ARTICLE 3. MANAGEMENT RIGHTS **4**
ARTICLE 4. SERVICE INTERRUPTION **4**
ARTICLE 5. RULES AND REGULATIONS **4**
ARTICLE 6. UNION ACTIVITIES **5**
ARTICLE 7. PAYROLL DEDUCTION **6**
ARTICLE 8. WORK HOURS **6**
ARTICLE 9. SNOW REMOVAL **12**
ARTICLE 10. SAFETY **13**
ARTICLE 11. PROMOTIONS AND APPOINTMENTS **14**
ARTICLE 12. LAYOFFS AND REDUCTIONS-IN-FORCE **15**
ARTICLE 13. WAGES AND BENEFITS **16**
ARTICLE 14. AUTHORIZED LEAVE **20**
ARTICLE 15. RETIREMENT OR SEPARATION **25**
ARTICLE 16. GRIEVANCE PROCEDURE **26**
ARTICLE 17. ADDITIONAL PROVISIONS **30**
ARTICLE 18. SAVINGS CLAUSE **32**
ARTICLE 19. SUCCESSORSHIP **32**
ARTICLE 20. OFFICIAL NOTICE **32**
ARTICLE 21. ENTIRE WORK AGREEMENT **32**
ARTICLE 22. TERM OF AGREEMENT **33**
APPENDIX –A.1 ..... **34**

ARTICLE 1. PURPOSE

1.1 This Work Agreement, by and between the City of Independence, Missouri (hereinafter referred to as the "City") and Local Union 53 of the International Brotherhood of Electrical Workers, affiliated with the A.F.L. – C.I.O. (hereinafter referred to as the “Union” or IBEW-WPC) is for the purpose of defining their respective rights, duties and obligations concerning the terms and conditions of employment, rates of pay,establishing an equitable and peaceful procedure for the resolution of differences, and furthering the harmonious relations between the City and the Union.

1.2 The parties agree that there shall be no discrimination because of race, disability, creed, sex, sexual orientation, color, age, nationality, or political beliefs, or for participation in or affiliation or non-affiliation with any labor organization. The City and the Union agree that the provisions of the agreement shall apply to all members of the bargaining unit without discrimination.

1.3 When not inconsistent with the context in which they appear, words appearing in the masculine gender include the feminine, and those in the feminine gender include the masculine; words in the plural number include the singular number, and those in the singular number include the plural; and words used in the present tense include the future. The word "shall" is always mandatory and not merely directory.

ARTICLE 2. RECOGNITION

2.1 The City recognizes the Union as the sole and exclusive bargaining agent of all members in the IBEW-WPC bargaining unit, as described in the State Board of Mediation certification (Public Case No. R 2012-022).

2.2 Each bargaining unit member shall at all times have a regular assigned job classification. The job descriptions in place as of the effective date of this WorkAgreement shall be the job descriptions for the members of the bargaining unit. Should the City find it necessary to create a new classification or change an existing classification within the bargaining unit the City and the Union will meet and confer regarding the qualifications (which will include: education; experience; knowledge; skills;and, abilities), job content, and wage rate for such newly created or changed classification(s). If the parties cannot agree upon the proposed new or revised job description the issue shall be subject to the grievance process in Article 16 and be submitted at Step 3.2. In the case of a newly created job description the City's last proposed job description prior to going to the grievance process may be implemented until the decision is rendered.

ARTICLE 3. MANAGEMENT RIGHTS

3.1 Except to the extent specifically abridged by a specific provision of this Agreement, the City reserves and retains all of its inherent rights to manage its operations, as such rights existed prior to the execution of this or any previous agreement with the Union.

3.2 Without limiting the generality of the foregoing, the rights of management which are not abridged by this Agreement include, but are not limited to, the right to direct, employ, schedule, promote, transfer, demote, discipline, and for just cause discharge bargaining unit members in the interest of good service and proper conduct of the City.

3.3 The City's failure to exercise a management right shall not be considered a waiver of the City's right to exercise such management right. The City's exercise of a management right in a particular way, shall not preclude the City from exercising the same management right in some other way not in conflict with the express provisions of this Work Agreement.

3.4 The Union agrees to encourage its members, individually and collectively, to perform efficient, faithful, and diligent service; that it will use its influence to cause its members to protect the property of the City from damage; and to cooperate with the Cityin improving the ability and efficiency of the bargaining unit members, and thereby makethe service of the City more desirable, economical, and attractive to the public.

ARTICLE 4. SERVICE INTERRUPTION

4.1 No Strikes No Lockouts - During the term of this Agreement, the City agrees that there will be no lockout, and the Union agrees on behalf of itself and the bargaining unit members represented by it, that there will be no concerted failure to report to work, cessation, or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interference, express or implied, direct, indirect, or coercive or otherwise, with the City's business. The Union further agrees that, should any such acts be committed by a bargaining unit member or members, it will discourage said acts.

4.2 It is mutually understood and agreed that the City shall have the right to take disciplinary action, including discharge, against any bargaining unit member who may engage in any unauthorized stoppage, strike, slowdown, or who is negligent in the performance of the work of the City, subject to the Union's right to present a grievance with respect to such discipline in accordance with the terms of this Agreement, in those cases in which an issue of fact exists as to whether or not any particular bargaining unit member is engaged in participating or encouraging any violation of the provisionshereof.

ARTICLE 5. RULES AND REGULATIONS

5.1 The Union and its members recognize that the City has the exclusive right to manage and direct the department. Accordingly, the City specifically reserves the

exclusive right to formulate department policy, rules, and regulations, except that no rule, regulation, or policy shall be formulated, changed, or modified in a manner contrary to the provisions of this Work Agreement.

ARTICLE 6. UNION ACTIVITIES

6.1 The City recognizes the responsibility and authority of the Union Business Manager or Business Representative (both hereinafter referred to as “Union Representative”) to represent the members. The City agrees to provide copies of any rules affecting members' working conditions to the Union Business Manager upon request. The City will meet and confer with the Union Representative regarding such rules and other matters affecting this Work Agreement. Additionally, where there are revisions to existing department policy manuals, or where there is development of new department policy manuals or department employee handbooks that affect bargaining unit membersworking conditions, a copy of the proposed rules will be provided to the Union Representative at least twenty (20) calendar days prior to their effective date of implementation. The City agrees to permit the Union Representative to have reasonableaccess to members in the department's non-restricted areas.

6.2 No bargaining unit member will be subject to differing terms and conditions of employment on account of his/her membership in the Union or performance as asteward or chief steward.

6.3 The City recognizes the right of the Union to have not more than five (5) job stewards, one of whom shall be the chief steward, and one (1) alternate steward. The Union agrees to notify the Human Resources Director, with a copy to the department director, of the names of job stewards. Said stewards shall, upon approval of their supervisor(s), be permitted to be absent from their jobs without loss of pay to attend disciplinary and grievance hearings. Stewards shall, upon prior written approval of the department director, or his/her designee, be permitted to be absent without loss of pay for up to one hundred and thirty-five (135) hours, in the aggregate, in each fiscal year. Hours not used during a fiscal year may be accumulated and added to the hours during the fiscal year negotiations occur for a new Work Agreement, but the total hours shallnot exceed two hundred and fifty (250) hours during the fiscal year of negotiations for a new Work Agreement. Requests for time to conduct union business or to attend union training and seminars shall be submitted in writing and answered by the department director within forty-eight (48) hours.

The City agrees to notify the Union of each new bargaining unit member hired into a bargaining unit position and to allow the chief steward, or his designee, thirty (30) minutes without loss of pay with each such bargaining unit member within the first thirty (30) days of such bargaining unit member's employment.

6.4 The City shall advise a member of his/her right to union representation before any meeting or interview which may involve discipline and, if union representation is

requested, shall reasonably delay that meeting or interview until a steward can be present. The meeting shall occur as soon as a steward can be made available.

6.5 The City shall provide a bulletin board in an area accessible to all members for the purpose of posting Union notices and other relevant information.

6.6 The bargaining unit member, with or without a Water Pollution Control union steward, may examine his/her personnel file in the Human Resources Department if the bargaining unit member so requests in writing. Material placed into the bargaining unit member's file relating to job performance or personal character shall be brought to the attention of the member. Within 10 calendar days after receipt of the material, the bargaining unit member may submit a written challenge to the propriety of including such material in the file. The bargaining unit member shall have the right to insert documentation into his/her personnel file providing such documentation is relevant tothe challenge and authorized by the Human Resources Director.

Unauthorized persons shall not have access to bargaining unit members' files or other personal data relating to their employment.

6.7 Bargaining unit members shall receive a copy of their performance reviews at the time they meet with the supervisor and be given an opportunity to submit written comments thereon for their personnel files. The comments must be submitted within five (5) working days to be eligible for placement in the bargaining unit member's personnel file. Performance reviews will be conducted within thirty (30) days of the bargaining unit member’s anniversary date for such reviews.

ARTICLE 7. PAYROLL DEDUCTION

7.1 During the term of this Agreement, the City agrees to deduct from the bargaining unit member’s wages initiation fees and dues as directed and authorized in writing bythe bargaining unit member. Authorization for such deductions shall remain in force until revoked by written notice from the bargaining unit member not less than thirty (30) days prior to the date the bargaining unit member wishes the deduction to be terminated. Remittance of the initiation fees and dues so collected each month shall be made to the Financial Secretary of the Local Union. Such deduction shall be made fromeach payroll for the dues of the current pay period and any back dues, if owed.

ARTICLE 8. WORK HOURS

8.1 Work Week

(a) Except as specified in paragraph (b) the standard work week for bargaining unit members will consist of five (5) consecutive work days Monday through Friday.

(b) Treatment Plant Operator I’s will work:

- Sunday - Wednesday, ten (10) hour shifts (6:00am-4:00pm and 6:00pm-4:00am).
- Wednesday - Saturday, ten (10) hour shifts (6:00am-4:00pm and 6:00pm-4:00am).

- Monday - Thursday, ten (10) hour shift (6:00am-4:00pm)
- Tuesday - Friday, ten (10) hour shift (6:00am-4:00pm)

Treatment Plant Operator II's will work:

- Sunday - Wednesday, ten (10) hour shift (6:00pm-4:00am)
- Wednesday - Saturday, ten (10) hour shift (6:00pm-4:00am)

(c) Bargaining unit members shall be given at least four (4) work days notice when assigned to a different shift. If such notice is not given, the reassigned bargaining unit member shall receive one and one-half (1 ½) times their regular rate of pay for the first day worked on the new shift.

(d) Any work group desiring to go to a four (4) day, ten (10) hour work week may do so if mutually agreed upon by both parties.

(e) Any work group desiring to work from home on a limited basis may do so to the extent approved by Department management. It is understood that supervision will have the ability to vary the amount of time each employee works from home depending on the nature of the work needing to be performed and the productivity of the employee when working from home.

8.2 Work Day

(a) The standard workday for all bargaining unit members will be eight (8) consecutive hours, except for a one-half (1/2) hour unpaid break for lunch.

(b) Work performed in excess of eight (8) hours on a scheduled workday will be paid at the rate of one and one-half (1½) times the regular rate and will be based on the employee's straight time rate of pay for the respective job classification, in which the overtime was worked.

(c) Work performed on holidays observed by the City, will be paid at one and one-half (1½) times the bargaining unit member's regular rate of pay.

(d) Employees assigned to night shifts or covering such shifts shall receive a five percent (5%) shift differential.

(e) To the extent allowed by the work assignment bargaining unit members will be provided up to twenty (20) minutes at the end of the shift for personal hygiene.

(f) If a member is required to work on a seventh (7^{th}) consecutive day, he/she will be paid at the double time rate.

(g) There shall be no pyramiding of premium pay rates, but in each case bargaining unit members shall be entitled to the highest applicable premium. For example, the premium rate for call-out is time-and-one-half and the premium for a seventh consecutive day of work is double-time. Thus, employees called out to work after performing work on the six preceding days would be paid double-time for all hours worked (the seventh-consecutive

day premium) instead of time-and-one-half (the call- out premium).

(h) Employees may punch in or out from regularly scheduled shifts within five minutes prior to start/end times and up to five minutes after start/end times. Time punches falling within this window will be rounded to the assigned start/stop time and paid accordingly. There shall be no other payroll rounding allowed. Employees shall make every effort to not punch in more than five minutes prior to shift start time. Employees will not begin working prior to their shift start time unless specifically authorized by a manager.

8.3 Bargaining unit members in the treatment plant operations will have an opportunity to bid their shifts annually. Any shift changes will become effective in the first pay periodof September. Shift assignments shall be awarded based on seniority within the job classification. If a vacancy should occur and be filled during the first six months of the shift assignment period there will be a semi-annual opportunity to bid shifts for the balance of the period. Assignments to the new shifts will be made when the new personnel are qualified to work the assigned shift.

8.4 Work breaks will consist of one (1) thirty (30) minute lunch break which will be considered the bargaining unit member's own time and two (2) fifteen (15) minute rest periods. When a bargaining unit member is not provided the lunch break he/she shall be compensated at one and one-half (1 ½) times their normal rate of pay for the additional thirty (30) minutes worked.

8.5 Bargaining unit members who are scheduled to work the next shift after being called out for an after-hours call-out that ends before 10:00 PM will be expected to report for work at the start of their next regular scheduled shift. If the call out for the after-hours call-out occurs or extends past 10:00 PM, the bargaining unit member will receive a rest period equal to the number of hours worked after 10:00 PM, without loss of pay, at the beginning of their regular scheduled shift, then will report to work (excluding unpaid lunch period). At the end of the overtime work extending past 10:00 PM the supervisor will ask the bargaining unit member whether or not they will take the rest break. If the rest period is equal to or less than four (4) hours, the bargaining unit member will be expected to return to work at the end of their rest period. If the rest period is more than four (4) hours, and the bargaining unit member wishes not to return to work at the end of the rest period, they will be required to contact their supervisor one hour prior to their scheduled return time and request to take vacation, personal business or compensation time for the remaining hours of their regular shift. The Supervisor may either grant or deny the leave request at that time. If the call-out begins on or before 10:00 PM and extends to starting time, the rest period shall consist of the entire scheduled shift. If the employee chooses not to report at the appropriate time to their next shift as modified by the rest period, they will be required to take vacation, personal business, or compensation time for all hours not worked during their regular shift. Rest period will accumulate only up to normal starting time and paid rest period does not extend past normal quitting time. If an emergency call-out extends past normal shift start times, and a rest period is due to the bargaining unit member, they may elect to take the rest period at the beginning of their shift or the end of their shift. If the call out for an after-hours ~~leak~~ call-out occurs within four (4) hours of the start time of the next regular scheduled shift, no rest break will be provided, however, the employee shall have the option to take vacation, personal business, or compensation time after working eight hours, including the hours worked before the start of their regular

shift.

This rule may be suspended if: The City declares a state of urgency out of concern for public health environment, or City assets, and requires personnel to stay or come in as needed. Such a declaration shall be made by a department supervisor at the division superintendent level or higher. Any employee who works more than sixteen consecutive hours shall be paid at two times their regular rate for all hours in excess of sixteen.

8.6 Overtime will be offered to the most senior bargaining unit members using the following distribution system:

SEWER MAINTENANCE

1. In the event a crew or bargaining unit member is working on a job and it is necessary to work overtime to complete the job, the same crew or bargaining unit member, if available, will be used to complete the job.

2. For overtime work, which requires special qualifications within the crews listed below, the most senior currently qualified bargaining unit member on the overtime list will be given first preference. Bargaining unit members shall be placed on the overtime list by seniority within their classification. Prior to forcing bargaining unit members to work overtime, overtime may be offered to the most senior qualified bargaining unit member from other crews. The City may force the low senior qualified bargaining unit member on the appropriate overtime list to work the required overtime after the list has been exhausted by crew.

    a) Sanitary Construction
    b) Sanitary Cleaning
    c) Storm Water
    d) Surveillance & Analysis
    e) TV Crew

TREATMENT PLANT OPERATIONS

1. First offered to the on-shift treatment plant operator to work the next shift. If declined, then offered to split the shift between the current on-shift treatment plant operator and the treatment plant operator scheduled for the following shift.

2. All bargaining unit members within the appropriate classification will be listed on a rotating overtime lists. Bargaining unit members will be offered overtime within the appropriate classification where the overtime exists. The City may force the low senior qualified bargaining unit member on the appropriate overtimelist to work the required overtime after the list has been exhausted. The City will update and post the list as deemed necessary.

3. In the event a crew or bargaining unit member is working on a job and it is necessary to work overtime to complete the job, the same crew or bargaining unit member, if available, will be used to complete the job.

4. At the end of each calendar year a new overtime list shall be created and shall be based on seniority.

ENVIRONMENTAL

1. In the event a crew or bargaining unit member is working on a job and it is necessary to work overtime to complete the job, the same crew or bargaining unit member, if available, will be used to complete the job.

2. All qualified bargaining unit members within the appropriate classification will be listed on a rotating overtime list. Bargaining unit members will be offered overtime within the appropriate classification where overtime exists. The City may force the low senior qualified bargaining unit member on the appropriate overtime list to work the required overtime after the list has been exhausted. The City will update and post the list as deemed necessary.

(a) Environmental Specialist
(b) Environmental Technician

3. At the end of each calendar year a new overtime list shall be created and shall be based on seniority.

OVERTIME DISTRIBUTION (General)

1. Bargaining unit members being placed on an overtime list for the first time, or after changing jobs or classifications will be placed at the bottom of the appropriate overtime list.

2. While subject to the grievance process, when the appropriate bargaining unit member on the overtime list is not called through the fault of the City the missed bargaining unit member shall be compensated at the appropriate overtime rate for the number of hours worked by the bargaining unit member who was erroneously called.

3. Bargaining unit members on family leave, vacation, or personal business will be considered as available for contact for overtime unless they mark on their leave request that they are unavailable for overtime. Those members that are marked as unavailable will not be contacted, but all other members will be called prior to forcing other bargaining unit members to work overtime.

4. When an employee calls in for leave less than 24 hours in advance (SL, VA, etc.) and another operator needs to be called in to cover a shift or if an Operator needs to call someone in for by-passes, samples, etc. and it's less than two hours prior to the start of the next shift the TREATMENT PLANT OPERATIONS Overtime Procedure (above) should be followed. If an Operator needs to call someone in for by–passes, samples, etc. and it's more than two hours prior to the start of the next shift then the operator on duty should follow Section 8.8 of this agreement.

8.7 One (1) hour of pay at straight time will be given a bargaining unit member for each twenty-four (24) hours he/she is on standby. Hours reported for standby shall not be used in the calculation of total hours worked for purposes of determining overtime. This provision will not apply for snow removal standby, which is paid under the provisions of Article 9.

8.8

(a) If a member is called in to work when he/she is not scheduled to work, the member will be given two (2) hours pay at a minimum of time-and-one-half as "call-in pay". If the member completes the task(s) for which he or she was called in before the two (2) hours elapse, the member may leave work, with supervisor approval, without forfeiting any part of the call-in pay. But, if the member does leave work before two (2) hours elapse, he or she may be required to return at any time during the two (2) hour period without additional pay. After two (2) hours elapse, hours worked outside a scheduled shift shall be paid at a minimum of time-and-one-half. When a member's scheduled shiftbegins before the two (2) hour period elapse, he/she shall receive call-in pay, but shall not receive any other pay for hours worked until that two (2) hour period has elapsed. Time begins when the member is contacted and asked to report to work. The maximum allowable time for compensated travel from the contact location to the reporting site is thirty (30) minutes. Hours reported for call in shall not be used in the calculation of totalhours worked for purposes of determining overtime.

(b) If a Treatment Plant Operations employee is contacted at home by a supervisor and can satisfactorily address an operational issue over the phone, this constitutes eligibility for call-in pay, so long as there is documentation to support the validity of the need for the call and the sufficiency of the given answer.

(c) When a bargaining unit member is directed by their supervisor or manager to stay beyond the end of their regularly scheduled shift, they will receive one hour of hold-over pay paid as overtime pay. All time worked after the first hour will be paid as time worked.

8.9 As long as it is allowed by the Fair Labor Standards Act (FLSA) and subject to the approval of the department director, the bargaining unit members may request compensatory time in-lieu of overtime compensation and/or standby pay. Compensatory time will be earned at the same ratio as overtime. The amount of compensatory time allowed shall not be granted in increments of less than the total overtime hours worked. Accrued compensatory time shall not exceed one hundred sixty (160) hours.

8.10 These schedules may be altered by the City on 48 hours' written notice in the event of any state of emergency declared by the City Manager, Mayor, Governor, or President. Any such changes shall remain in effect until further altered by the City or until the state of emergency ends, whichever comes first. In the absence of any declared emergency, the current schedules may only be altered by written agreement between the appropriate member of senior management and the Union Representative, on either a temporary, seasonal, or regular basis.

8.11 Eligibility for premium pay based on hours worked, whether statutory overtime or

contractual premiums, shall be determined based on hours actually worked in the work day or work week. Holiday time (that falls on a scheduled workday), city business, and paid union business shall count as hours worked, but vacation time, sick time, personal leave time, and any other form of paid or unpaid leave shall not count toward hours worked.

8.12 Flexible Work-Week Option. Any employee who is absent during his or her regularly scheduled work hours and who works extra hours outside of his or her regular schedule during the same work week may elect to treat the extra hours actually worked as "make-up" work to offset the missed hours, in which case the employee may inform the appropriate supervisor that they do not wish to use any accrued benefit time to cover the absence. Such election must be made by notifying the appropriate supervisorin writing by Monday at the start of shift.

ARTICLE 9. SNOW REMOVAL

9.1

(a) Bargaining unit members who are working during snow removal, when sent home prior to the conclusion of the regular work shift or who are delayed their regular start time will be compensated for the regular time lost.

(b) When snow removal operations have discontinued bargaining unit members will not be required to return to their regular work shift until twelve (12) hours after they have been released from snow removal duty.

(c) Bargaining unit members will not be held over more than two (2) hours following their twelve (12) hour snow removal shift for purposes of completing the snow removal operations. The City retains the right to determine whether to call in the next shift or complete the snow removal operations after the start of the next regular work shift.

9.2

(a) Standby Pay. Bargaining unit members who are assigned to snow removal shift will receive four (4) hours straight time per week standby time for the time they are on call. Bargaining unit members will be paid during the period from November 25th or the first snowfall, whichever comes first, through March 15th each year. Bargaining unit members on snow removal standby will not be entitled to call-in compensation if called-in for snow removal.

(b) Snow Premium Pay. Employees will be paid at a minimum of time-and- one-half for all snow removal hours worked outside their regular shift schedules.

9.3 Untrained personnel who have no knowledge of snow removal will be granted one-half (1/2) of regular shift to work with trained snow removal personnel to learn snow removal procedures. If deemed bargaining unit member(s) cannot do the job they have a right to have a Steward present to be retested.

9.4 Holiday Pay for bargaining unit members required to work snow removal on a holiday shall receive eight (8) hours of pay at the bargaining unit member's regular rate of pay, plus one and one-half (1-1/2) times the regular rate of pay for the actual hours worked on the holiday.

9.5 As long as it is allowed by the Fair Labor Standards Act (FLSA) the bargaining unit members may request and be granted compensatory time in-lieu of overtime compensation and/or standby pay. Compensatory time will be earned at the same ratio as overtime. The amount of compensatory time allowed may be granted in increments of less than the total overtime hours worked. Such authorization for earning compensatory time instead of overtime is subject to the approval of the department director.

ARTICLE 10. SAFETY

10.1 There will be a Joint Union/Management Safety Board, hereinafter called “Safety Board”, which is advisory to the Department Director. The Safety Board shall meet regularly, as necessary, and shall be comprised of the following members: The Department’s Safety Officer, who shall be the Chairperson of the Board; not to exceed three (3) additional persons appointed by the Department Director; and not to exceed four (4) bargaining unit members appointed by the Union. In scheduling meetings, the Safety Officer will give due consideration of the department’s need to provide continuity of service. This safety Board shall consider health and safety matters relating to all employees in the Water Pollution Control Department. No substitutions are allowed for Safety Board Members.

10.2 Bargaining unit members have the right of refusal for any procedure that has the potential of causing bodily injury to the member. Where a question exists as to a situation having the potential of causing bodily injury to the member, a time out can be called by the bargaining unit member, or any member of the City, to have the procedure evaluated by the immediate supervisor. If the bargaining unit member believes the procedure is still unsafe, the supervisor will call his immediate supervisor to respond and assess the concern. If the bargaining unit member still believes the procedure is unsafe, a qualified member of the Safety Board, the City's Safety Officer, the director of the department, or the division manager will be called. The director shall have final authority to decide, modify, and/or effect the procedure in question.

10.3 The City shall provide a safe and healthy working environment and recognizes the Union's role in jointly promoting safety. Except as provided in Section 13.7, protective equipment and clothing shall be provided by the City and shall be used by the bargaining unit members.

10.4 Safety meetings conducted by the Department’s Safety Officer will, to the extent possible, be held monthly among the employees by work groups for the purpose of instruction in safe practices.

ARTICLE 11. PROMOTIONS AND APPOINTMENTS

11.1 The Human Resources Director or designee shall provide copies of all job announcements within the City to the Union Business Manager who will then be responsible for distributing them to the bargaining unit membership. First consideration shall be given to qualified bargaining unit members for vacancies within the bargaining unit. The applications of bargaining unit members meeting the minimum qualifications of the positions shall be certified by the Human Resources Director or their designee to the department to be granted an interview before applications from other City employees or persons currently not employed by the City. Bargaining unit members seeking lateral moves will be required to go through the same bid and interview process. Only in the case of entry level positions, highly specialized positions, or positions which historically have not had City employee applicants will vacancies be posted to the public. City employees, including bargaining unit members, also can apply for any positions which they are qualified whether it is an internal or external posting.

11.2 Job vacancies shall be posted for seven (7) calendar days to allow interested bargaining unit members the opportunity to bid for the job.

11.3 Bargaining unit members who are applicants for vacant positions shall be evaluated on: a) ability, b) experience, c) past performance, and d) seniority. All factors being equal, length of service within the crew shall be the prevailing factor, and if still equal then length of service within the department shall be the prevailing factor.

Each of the four factors will represent 25% of an applicant's total score. An applicant's "crew" seniority will be utilized to determine "d) seniority" and will be scored as follows:

- Less than 12 months = 0
- 12 to 24 months = 5 points
- 25 to 60 months = 10 points
- 61 to 120 months = 15 points
- 121 to 180 months = 20 points
- More than 180 months = 25 points

11.4 If a high school diploma or equivalent is a minimum qualification requirement for the vacant position, and the bargaining unit member possesses all other qualifications for the position, the bargaining unit member may, if recommended by the Human Resources Director, and upon agreement from the department director, be appointed to the position in a provisional status. Upon appointment, the bargaining unit member mustdemonstrate a good faith effort to obtain the required education. The bargaining unit member must obtain the necessary requirements of the position within the probationary period. Probation may be extended to enable the member to meet the minimum qualifications of the position. Failure to demonstrate a good faith effort in obtaining the education requirement shall result in the bargaining unit member being returned to their previous position, if a vacancy exists, or be placed on lay-off status. Any bargaining unit member being denied permanent status will be given the reason in writing.

11.5 When a bargaining unit member accepts a position or promotion to another position

within the bargaining unit, the member will be expected to serve a six (6) month probationary period. If the member does not successfully complete the probationary period, or if the member requests in writing to the department director to be returned to the member's former position, the member will be returned to the former position, if the position is vacant. If the position has been filled the member wanting to return may displace the incumbent and the incumbent will be placed on lay-off status, and may exercise rights to displace other bargaining unit members as set forth in Section 12.2(b). If the position has been eliminated the bargaining unit member shall be placed on a lay-off status, and may exercise the right to displace another bargaining unit member, as set forth in Section 12.2(b).

When a bargaining unit member accepts a position or promotion to another position within the city but outside the bargaining unit, the member will be expected to serve a six (6) month probationary period. If the member does not successfully complete the probationary period, or if the member requests in writing to the department director to be returned to the members' former position, the member will be returned to the former position, if the position is vacant. If the position has been filled, then the member would be able to bid to any current open position that has been posted externally within the bargaining unit. In order to bid the open position, the member would have to meet the qualifications for the position and would be eligible to move into the open position under the terms outlined in the job description and posting. If no position is open the employee wishing to return to the bargaining unit will be placed on layoff status and will be called back when a bargaining unit position opens and has previously been posted to the existing bargaining unit members prior to being opened to the public, the laid off individual will be offered the open position. When returning to the bargaining unit the returning member will keep their shop seniority, but their crew seniority will reset.

11.6 Except as provided for in Section 11.4 of this Article the probationary period shall be the first six (6) months of employment, transfer, or promotion for all bargaining unit members. New hire probationary members may be released without notice from employment for unsatisfactory performance at any time during the probationary period. Promoted or transferred employees may be returned to their former position if their performance during the probationary period is unsatisfactory. Members shall not be eligible for lateral transfers during a probationary period.

11.7 Promoted bargaining unit members shall not lose City, department, or crew seniority, but will have a new seniority date for the promoted position classification. Promoted bargaining unit members will be compensated at the next highest rate of pay above their current rate and move through the scale based on tenure in the promoted position classification.

ARTICLE 12. LAYOFFS AND REDUCTIONS-IN-FORCE

12.1 For purposes of this Article, a bargaining unit member's "seniority" shall be the total length of service since his/her latest date of hire or appointment within the Department.

12.2 Bargaining unit members shall be given at least thirty (30) days notice of any layoffs

or reductions-in-force.

(a) In a layoff or reduction-in-force, members shall be removed in inverse order of seniority within the class of positions, i.e. the least senior member in a position shall be removed first.

(b) Bargaining unit members who are to be removed in a layoff or reduction-in-force may, during the notice period, choose to displace less senior bargaining unit members in positions having the same or lower pay grades provided that the bargaining unit member meets all the qualifications for the position sought and provided the member can perform the duties with minimal familiarization. The minimal familiarization period shall be a maximum of ten (10) work days.

12.3 Bargaining unit members shall be recalled in order of seniority. Bargaining unit members who were forced to bump to a position in a lesser classification due to a layoff shall automatically be reinstated to their former position at the time of recall.

ARTICLE 13. WAGES AND BENEFITS

13.1 Wages

Bargaining unit members, as identified by classification, will be compensated in accordance with Appendix A of this Work Agreement.

13.2 Licenses.

For those bargaining unit members obtaining the following licenses, through the Missouri Department of Natural Resources or Missouri Water Environment Association, the hourly rate in Appendix B will be increased by the percent identified in the table. The percent identified by specific license is an individual adjustment for that license and is cumulative for multiple licenses. Employees are eligible for license premiums based on job classification. If any employee has put forth the time and effort to receive a minimum of a one (1%) percent license premium and they choose to move/bid from either SMD, the treatment plant, or Environmental Compliance to another WPC bargaining unit department, they shall keep their license premiums, until they become eligible for an equivalent license in their new position, however they can not exceed the five (5%) maximum license premium at any time. The City shall make every attempt to offer bargaining unit members the opportunity to for license testing (advancement, continued education and renewal). The maximum cumulative premium available to any bargaining unit member is 5%. License premiums will not be paid until the day the actual license is turned in to the Department and date stamped in. It will not be paid back to the effective date of the certificate.

Treatment Plant Operations and Sewer Maintenance Division Positions

(1) The “C” license is mandatory for the Treatment Plant Operator II; and is reflected in their pay as shown in the pay scale.

(2) The “D” license is mandatory for the Treatment Plant Operator I and is reflected in their pay as shown in the pay scale.
(3) Any employee who has a higher-level license will be paid for each of the lower rated licenses. For example, an employee with an “A” license will receive the cumulative premiums for the “A”, “B”, “C”, and “D” licenses.

The City will pay for the cost of the first test per license grade and renewals for these positions. The City will provide time off with pay for said first tests. For bargaining unit members attempting to upgrade their license and for bargaining unit members who are still on probation the City will pay the cost of a second test and compensate for time off if the bargaining unit member passes the test on the second attempt.

The City will pay the difference in cost between a regular driver’s license and the cost of the Commercial Drivers License for those bargaining unit members required to have such. If a bargaining unit member is required to do work that requires a CDL then that bargaining unit member shall receive the step up pay for that position.

(MDNR) Wastewater Treatment Plant		**(MWEA) Collection System**	
"A"	2.0%	**"A"**	2.0%
"B"	1.5%	**"B"**	1.5%
"C"	1.0%	**"C"**	1.0%
"D"	0.5%	**"D"**	0.5%

Environmental Compliance

Certified Stormwater Manager	3%
ICC Plumbing Plan Examiner	1.5%
ICC Commercial Plumbing Inspector	1.5%
Certified Environmental & Safety Compliance Officer	1.5%
National Green Infrastructure Certification	1%
MWEA Collection System “C”	0.5%
MWEA Collection System “D”	0.5%
MDNR Wastewater Treatment “D”	0.5%
40-hour Hazwopper	0.5%
OSHA-Certified Environmental Specialist	0.5%
Backflow Assembly Testing Certification	1%
Advanced Septic Installer	3%

Maintenance Mechanic/Electrician

Backflow Assembly Testing Certification	1%
MDNR Wastewater Treatment Plant “A”	2%
MDNR Wastewater Treatment Plant “B”	1.5%
MDNR Wastewater Treatment Plant “C”	1%
MDNR Wastewater Treatment Plant “D”	0.5%
AWS Welding Certification	3%
MWEA Collection System “C”	1%
MWEA Collection System “D”	0.5%
PLC Certification	2.5%
HVAC Certification	1.5%
Industrial Electrician Certification	1.5%
NFPA 70E	1%
ICC - Licenses	2%

13.3 Out-of-Position Pay

(a) A bargaining unit member who is temporarily assigned to a position classification within the bargaining unit and such position classification is paid at a higher rate than the rate for the bargaining unit member’s regular position classification and the bargaining unit member works at such position classification for one (1) hour or morethe bargaining unit member will be paid at the higher rate for all hours worked in this out-of-position classification. Out-of-position pay will go to the most senior qualified bargaining unit member in a particular crew or function of the division (Sanitary Sewer Maintenance, Storm Water Maintenance, or Treatment Plant).

(b) Out-of-position pay shall not be given to members who are training in certainfunctions of another position. Training assignments shall be made for the benefit of the member, for skills development and to gain experience which may assist in preparingthe member for advancement.

(c) If a holiday occurs while the bargaining unit member is working out-of-position, on the day before and the day after the holiday, the bargaining unit member shall be paid at the out-of-position rate for the holiday. If the bargaining unit member is absent while working out-of-position for vacation, sick leave, or personal business the bargaining unit member will be compensated at their regular rate of pay for such absence.

13.4 Training.

(a) Assignments for receiving training on new procedures or equipment, which is within the scope of duties for a bargaining unit class of positions, shall be based on developmental needs of the employee and/or work unit with due regard for seniority. The City will entertain recommendations from the Union to improve the training program for each position classification.

(b) The City will provide CDL training at its cost and will pay the licensing fee for any employee who has successfully completed the new hire probationary period and

who will commit to performing snow removal duties for a minimum of one season after obtaining the CDL.

(c) When the City pays time and tuition for employees to obtain a CDL and any employee chooses not to perform snow duty (see previous paragraph (b)), the cost of tuition shall constitute a debt from the employee to the City, which shall be repaid through wage deduction in the event the employee leaves the City after receiving the CDL training and before the debt is forgiven. The full amount of this debt shall be forgiven one year after the employee obtains the CDL.

13.5 Health Plans

The City shall offer members a choice of health insurance plans. The cost of these plans is shared between the member and the City. Both the cost sharing and benefit package shall be equal to the cost sharing and benefit package offered to other City employees.

The City shall maintain the Stay Well Advisory Committee during the term of this Work Agreement, as long as the City maintains a self-funded program. The City agrees that the Union may appoint one (1) member to the committee.

13.6 LAGERS

Bargaining unit members shall be covered by, and be entitled to retirement benefits through the Missouri Local Government Employees Retirement System (LAGERS).

13.7 Protective Clothing.

(a) The City agrees to provide an annual reimbursement up to $375.00 per bargaining unit member for the purchase of shoes/boots, and outerwear suitable for use at work when presented with receipts of purchase. Any part of the reimbursement not expended in one (1) year may be carried over to the next year. Regardless, the total reimbursable amount shall not exceed $750.00 over the three (3) year agreement. Bargaining unit members will be eligible to receive the reimbursement on the first day of hire and the second reimbursement upon completion of their six (6) month probationary period or July 1st, whichever date occurs later. Each subsequent annual reimbursement will fall on July 1st of each year. (TA'd) Coveralls purchased shall be a solid color, other than orange, but otherwise to be determined by the bargaining unit member. Bargaining unit members will not unreasonably delay the purchase of replacements for damaged footwear, coveralls, and jackets when requested by a supervisor. The Union and the City agree to work together to resolve any questions of safety as it relates to protective clothing.

The initial $375.00 reimbursement provided to new hires shall constitute a debt owed to the City and may be recouped through payroll deduction if the new hire voluntarily leaves employment with the City within one year of his or her start date. After the new hire completes one full year of employment with the City, this debt shall be forgiven.

(b) The City shall furnish uniforms as set out below:

Sewer Maintenance employees shall receive eleven (11) reflective tee shirts (combination of long and short sleeved as determined by the employee), and eleven (11) pants or bibs. City will provide laundry service for tee shirts and pants. Employees will launder their hoodies.

Plant and maintenance employees shall receive eleven (11) tee shirts (combination of long and short sleeved as determined by the employee), and eleven (11) pants or bibs. City will provide laundry service for tee shirts and pants. Employees will launder their hoodies.

Environmental employees shall receive eleven (11) business casual shirts (combination of long and short sleeved as determined by the employee) and will be eligible for reimbursement of six (6) pairs of department approved pants. Torn, tattered, and/or damaged garments will be replaced as needed. Employees will launder all provided clothing. The City will additionally provide two (2) magnetized identification placards showing the City logo, suitable for use with a winter coat.

The City will provide three (3) hooded pull-over or zipped sweatshirts (can be mixed) to each new hire, and one (1) additional hooded sweatshirt annually for current employees. Each employee may receive one reflective hoodie if they so choose. Management reserves the right to replace damaged articles at its discretion.

(c) For bargaining unit members who are required to wear safety glasses on a regular basis, the City shall reimburse bargaining unit members for qualified prescription safety glasses in an amount equal to the cost of such glasses, not to exceed one hundred and fifty dollars ($150.00) every two (2) years. The City further agrees to replace prescription safety glasses broken or damaged on the job independent of the allowance amount.

13.8 Longevity

Effective July 1, 2024, any bargaining unit member receiving Longevity Pay will continue to receive their current Longevity Pay accrued to date but will cease to accrue additional Longevity Pay after June 30, 2024. In lieu of Longevity Pay, the City agrees that in any given year, the wage table adjustment for all members shall not be less than 0.5%.

ARTICLE 14. AUTHORIZED LEAVE

14.1 Vacation

Members shall accrue vacation leave in accordance with the following:

1 through 4 years of service	80 hours
5 through 9 years of service	120 hours
10 through 14 years of service	160 hours
15 or more years of service	200 hours

(a) When days off and vacations are granted, the length of service in the position

classification will be the controlling factor in granting vacation if all things are equal.

(b) Requests for vacation must be submitted in writing to the supervisor. Requests for vacation must be made a minimum of two (2) weeks in advance. The supervisor shall approve or deny the request within three (3) work days of when the request was originally made. Short requests or telephone requests for vacation will only be accepted on an individual case-by-case basis with the approval of the supervisor.

(c) An bargaining unit member shall not be charged with a day of vacation taken for any holiday observed by the City which occurs during the bargaining unit member's scheduled vacation.

14.2 Personal Business Leave

Bargaining unit members shall be credited annually with a maximum of twenty-four (24) hours of personal business leave, which shall accrue on a bi-weekly basis, and accumulate up to a maximum of sixty (60) hours. Personal business leave requests do not have to be requested in advance of needing the leave time and shall be permitted. Bargaining unit members are encouraged to provide as much advance notice as is possible.

14.3 Holidays:

The following days shall be observed as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Juneteenth	Thanksgiving Day
Truman's Birthday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Each bargaining unit member shall additionally have one floating holiday to be scheduled in the same manner as vacation. Floating holidays must be used during the calendar year. Floating holidays do not carry forward from year-to-year, and anyunused floating holiday will be lost. Employees hired into the bargaining unit must be working in a bargaining unit position no later than February 28 of any given year in orderto gain the floating holiday for that year. Employees coming from other positions within the City where they have been awarded but not yet used their floating holiday for the year will carry it into the bargaining unit with them regardless of when they transfer into the bargaining unit. Employees who transfer into the bargaining unit but who already received and used a floating holiday elsewhere within the City during the calendar year will not accrue another floating holiday until January 1 of the next upcoming year.

Bargaining unit members shall receive eight (8) hours of pay at their straight-time rate for each holiday, except as described below. Any employee who does not receive forty (40) hours of straight time pay in a holiday week due to only receiving eight (8) hours

holiday pay shall have the option to make up two (2) hours during that pay period or use two (2) hours accrued leave if they so choose.(a) When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be considered the holiday.

(b) Bargaining unit members who are assigned to work on a holiday as part of their regular work schedules shall be paid time-and-one-half for all hours worked on the holiday, and shall in addition receive their regular holiday pay (eight hours at straight time); provided however that any employee who is regularly scheduled for a ten (10) hour shift will receive either eight (8) hours of straight-time holiday or straight-time holiday pay equal to the number of hours actually worked on the holiday, up to a maximum of ten (10) hours, whichever is greater.

Bargaining unit members who as part of their regular work schedules are assigned to be off work on a holiday but who are called in to work on the holiday shall be paid double time for all hours worked on the holiday, in addition to eight (8) hours of holiday pay, except that any employee called in for a longer shift shall receive holiday pay equal to their actual hours worked, up to a maximum of ten (10) hours.

In departments that work seven days per week, these premiums shall apply on actual holidays only. In all other departments, these premiums shall apply on observedholidays rather than actual holidays when holidays fall on the weekends.

(c) Treatment Plant holiday schedules shall be posted approximately ninety (90) days in advance of the observed holiday. Treatment Plant bargaining unit members in operations shall be given the opportunity to request and sign-up by shift for holiday work, and reasonable consideration shall be given to the needs of the operation, the bargaining unit members qualifications, and seniority.

(d) Bargaining unit members may be required to work holidays due to unforeseen circumstances including, but not limited to, operation inventories or difficulties, absenteeism, City emergencies, etc.

Section 14.4 Sick Leave

(a) Use of Sick Leave Credit – New full-time employees will be credited forty-eight (48) hours of sick leave on their first day of employment. Use of accrued sick leave credit shall be allowed due to personal, family illness, healthcare appointment/visit or any situation which may be authorized by the Family and Medical Leave Act (FMLA).

(b) Accrual of Sick Leave Credit – After successful completion of their initial probationary period, bargaining unit members shall accrue sick leave credit at the rate of eight (8) hours for each calendar month employed.

(c) Absence Notice – Bargaining unit members who work shifts shall be required to notify their supervisor of an absence two (2) hours prior to the beginning of the member's shift.

All other bargaining unit members shall be required to notify theirsupervisor of an absence one-half (1/2) hour prior to the beginning of that member's shift on the first (1st) day the member requests sick leave status, unless for good reasonsuch notice cannot be given. Thereafter, the form and time of notice of absence shall bedetermined by the supervisor, and is subject to the approval of the department director.If there is reason to believe the use of sick leave is inappropriate, or when the member is off work three (3) or more consecutive work shifts, or is on disciplinary probation for excessive absence, the member may be required by the department director to submit a physician's certificate before returning to work.

Prior to returning to work any bargaining unit member assigned to the treatment plant who is off work and using sick leave must call the shift supervisor, or person on duty, eight (8) hours prior to the start of their regular shift. In the event the bargaining unit member calls in less than eight (8) hours before their regular shift begins, that member may not be allowed to return to work until their next regularly scheduled shift.

(d) Sick Leave During Vacation – Bargaining unit members may use accumulated sick leave credit for illness or injury while on authorized vacation leave, provided such use of sick leave credit would be warranted if the member were not on vacation leave and, provided further, that an attending physician's statement is furnished, upon request, to the supervisor certifying that the member was incapacitated to a degree which would have prohibited performance of normal duties.

(e) Family Leave - Leave time shall be allowed for the purpose of staying with immediate family members upon the occasion of disability or illness. Such leave shallbe charged against accumulated sick leave.

(f) Immediate Family shall mean: spouse, mother, father, sister, brother, daughter, son, mother/father-in-law, sister/brother-in-law, son/daughter-in-law, grandparents, spouse's grandparents, grandchildren, stepmother/father, stepbrother/sister, stepchild, and half brother/sister.

14.5 Bereavement Leave

In the case of death within the immediate family of a bargaining unit member, such member shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial services. This leave will not be charged against the member's accumulated sick leave or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided that if the services are to be conducted out of a four hundred mile radius, such member shall be entitled to remain absent from duty in order to attend such services for a period not exceeding five (5) working days.

(a) Immediate family, for the purpose of this Section, shall be the same as identified in the Section pertaining to Sick Leave.

(b) Bargaining unit members who have exhausted bereavement leave may be granted additional vacation, family leave or personal leave in conjunction with bereavement leave upon approval from the department director.

14.6 Injury Leave

(a) In all instances, workers' compensation shall be provided by the City for all bargaining unit members' injuries arising in the course and scope of their employment. All incidents, injuries, and reoccurrences of injuries shall be reported to the City without unreasonable delay and pursuant to the City's established procedures.

(b) Bargaining unit members who suffer disability while on duty shall receive full salary and benefits (except net income will not be greater than if not on injury leave) including accrual of vacation, sick leave, and personal leave days while unable to return to their regular assignment, except as provided for in Section 14.6(c) of this Article, up to a maximum of thirty (30) weeks. Thereafter, bargaining unit members shall be entitled to benefits under the current Workers' Compensation Act. With the exception of statutory waiting periods, it is understood that in the case of a job-connected disability, a bargaining unit member will not be required to use any accumulated leave until after the depletion of Workers' Compensation benefits. However, following the lapse of the thirty (30) weeks, a bargaining unit member who is receiving temporary disability payments under the Workers' Compensation Law may, in addition thereto, at the bargaining unit member's election, receive an amount of money equal to the difference between the disability payment and the bargaining unit member's regular salary (except net income will not be greater than if not on injury leave), up to the amount of the bargaining unit member's accrued leave. A bargaining unit member may elect to use accrued leave or other contract benefits before applying for a disability retirement under the LAGERS Retirement Program. A bargaining unit member who has been placed on disability retirement shall have full protection of LAGERS legislation and other retirement benefits offered by the City.

(c) After proper convalescence and upon release for modified-duty assignment, a member shall be required to return to work to perform assignments of a modified-duty nature only. Modified-duty bargaining unit members shall retain all leave usage rights.

(d) Where productive work is available that needs to be done and that is fully consistent with all medical restrictions, the city may offer temporary light duty to employees recovering from off-the-job injuries. It is understood and agreed that any employee injured on-the-job will have priority for light duty work, regardless of when the injuries occurred. Further, light duty work assignments will not be “created” by taking work assignments from non-injured employees.

In the event this language is removed from all other city Municipal Services collective bargaining units, then this language shall become null and void on the next July 1st, following the changes being made permanent in all other city Municipal Services collective bargaining agreements.

14.7 Military Leave - Bargaining unit members shall be granted military training leaves of absence in accordance with applicable state law without loss of pay or other benefits for a period not to exceed a total of one hundred and twenty (120) hours in any Federal fiscal year. Competent orders and sufficient prior notice must be received by the Human Resources Director in order to grant military leave. While the City recognizes the re-

employment rights of the veteran, the personnel record must reflect the bargaining unit member's re-employment rights in accordance with Federal and State laws with a copy of the orders incorporated in the personnel file.

14.8 Leave of Absence Without Pay – Bargaining unit members on vacation or sick leave status must request a leave of absence without pay within three (3) work days after exhausting all paid leave. If a bargaining unit member is absent for more than three (3) consecutive work days, after exhausting all paid leave, and does not receive approval for a leave of absence without pay, the bargaining unit member may be considered to have resigned without notice. The Human Resources Director is authorized to grant a leave of absence without pay, not to exceed fifteen (15) calendar days, upon recommendation of the bargaining unit member's department director. The City Manager may grant an bargaining unit member a leave of absence without pay, for a period not to exceed one (1) year, upon written request. Failure on the part of the bargaining unit member to report to work at the end of an approved leave of absence without pay may be considered a resignation.

14.9 Funeral of Fellow Employee – If a bargaining unit member serves as a pallbearer at the funeral of a Water Pollution Control Department employee or a retired Water Pollution Control Department employee, the department director may permit the bargaining unit member to be absent from work on a basic work day without loss of pay for whatever time may be necessary, but not to exceed eight (8) hours. The benefits of this Section shall not apply during vacations, sick leave or any other permitted absence.

ARTICLE 15. RETIREMENT OR SEPARATION

15.1 Bargaining unit members hired on or before July 1, 2021 who separate from service via resignation with proper notice, retirement, death, or layoff, shall be compensated accumulated sick leave credit as follows:

10 through 15 years of service: up to 520 hrs
16 through 25 years of service: up to 780 hrs
26 or more years of service (or line of duty disability/death): up to 1040 hrs

15.2 An employee can elect to take this payment in a lump sum on their final paycheck or payment can be made at the equivalent of forty (40) hours per week, via by-weekly installments until the amount of accumulated sick leave is exhausted or for a maximum of thirteen (13) pay periods.

15.3 Bargaining unit members with less than ten (10) years of service or who quit without two (2) weeks' notice, or who are terminated for just cause shall not be eligible for this benefit.

15.4 Bargaining unit members hired on or after July 1, 2021 shall not be eligible to receive sick leave payout upon separation, for any reason. Sick leave accrual for these employees shall be capped at 1250 hours for employees who work 40 hours per week. For these employees, the City will instead make an annual lump sum contribution to the Member's 401a account on July 1 of each fiscal year, as follows:

	Annual Contribution
R22	$220.00
R25	$235.00
R28	$255.00
R31	$265.00
R34	$275.00
R35	$300.00
R36	$305.00
R37	$310.00
R39	$335.00

15.5 The annual 401a benefit will vest according to the following schedule:

Years of Service	Vesting
1	10%
2	20%
3	30%
4	40%
5	50%
6	60%
7	70%
8	80%
9	90%
10+	100%

15.6 All annual contributions will also be made on July 1 of each calendar year. Employees must be on the payroll as of July 1 in any given year to receive the initial or annual contribution payments. There shall be no pro-rating of any such payments for partial years of service.

15.7 Employees who experience a duty-related disability or who die while employed by the City shall automatically become fully vested, and shall receive any initial or annual contribution as if they had completed the then-current contract year (i.e. as if they had continued working to the next upcoming July 1 anniversary date).

ARTICLE 16. GRIEVANCE PROCEDURE

16.1 The following procedure will be observed in the handling of grievances and complaints involving the application or interpretation of the terms and provisions of this Agreement.

16.2 As quickly as possible after the signing of this Agreement, the City will furnish the Union with a list setting forth positions of Supervisors in relation to the work groups of the City's operations that are related to this bargaining unit. The City will promptly notify

the Union of any changes in such personnel as may occur from time to time. The Union will furnish the City with a list of its officers and stewards, setting forth the groups that each steward represents. The Union will promptly notify the City of any changes in such personnel as may occur from time to time.

16.3 Should any complaint or grievance arise between the City and its bargaining unit members with regard to the application or interpretation of the terms and provisions of this Agreement, such complaint or grievance shall be settled in the following manner:

Step 1. Informal. If one or more bargaining unit members should have a grievance or complaint, the bargaining unit member(s) shall attempt to settle the grievance or complaint with their immediate supervisor. The bargaining unit member(s) shall have the option of first discussing the grievance or complaint with their steward and their steward shall be permitted to accompany them in their contact with the immediate supervisor. The immediate supervisor shall have ten (10) work days to reach a satisfactory settlement of the grievance after it is presented to the immediate supervisor. If the grievance is not presented to the immediate supervisor within ten (10) work days after the incident occurs, the matter shall be considered dropped.

Step 2. Intermediary. If no agreement is reached with the immediate supervisor the grievance shall, within ten (10) business days thereafter, be reduced to writing andtaken up with the division manager in the department. The complaint of a bargaining unit member shall be filed in writing with the division manager and shall be disposed of by the division manager within ten (10) business days after filing.

Step 3. Formal. In cases where an unsatisfactory decision to a written appeal to the division manager has been rendered, the following formal grievance process shall be followed:

1. The Union Representative shall present a written request for a formal grievance review to the department director. This shall be done only after all informal and intermediary processes have been exhausted. It can be requested no later than ten (10) work days after the appeal decision from the intermediary grievance process is rendered by the division manager. This portion of the grievance process shall be disposed of by the department director within ten (10) business days after the receipt of the written request for a formal grievance review.

2. In cases where an unsatisfactory decision to the written formal grievance review to the department director has been determined, the following appeal process to the City Manager shall be invoked:

(a) The Union shall present a written request for a formal grievance to the City Manager or his/her designee. This shall be done only after the informal, intermediary, and formal processes to the department director have been exhausted. It can be requested no later than ten (10) business days after the appeal decision from the department director is rendered.

(b) The City Manager (or Deputy/Assistant City Manager if designated) shall respond to

a formal grievance review request within ten (10) business days specifying the date on which the grievance will be heard. The following shall be the administrative hearing process:

(i) The hearing shall take place no later than ten (10) business days after the City Manager or designee's response is issued to the Union.

(ii) The Union shall notify the Human Resources Director of requests for witnesses and presentation of evidence. The Union shall state the grievance and pertinent facts in writing and submit it to the City Manager or Deputy/Assistant City Manager, as applicable, no later than three (3) work days prior to the review hearing.

(iii) The department director shall prepare the case for the City and request such evidence and witnesses that he/she believes necessary for the review hearing.

(iv) The Union shall have the right to submit any evidence in favor of the grievance at the review hearing.

(v) The Human Resources Director shall have available witnesses and evidence required by the parties, to the extent they are within the City's control.

(vi) A clerk-stenographer or recording devices shall be to make a record of the review hearing.

(vii) The City Manager or Deputy/Assistant City Manager shall listen to the case and make a decision based on the contract language and evidence presented.

3. If the grievance is not satisfactorily resolved at this step, the Union may request arbitration by the Federal Mediation Conciliation Service. Section 3.29(3) of the Charter of the City of Independence shall not be applicable for bargaining unit members, other than new-hire probationary employees. Arbitration must be requested within ten (10) business days of receipt of the decision of the City Manager or Deputy/Assistant City Manager. If notice of intent to arbitrate is not delivered to the City within ten (10) work days, the grievance shall be deemed abandoned.

Step 4. <u>Arbitration.</u>

1. Within fifteen (15) work days after notice of intent to arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike one name from such list, with the party seeking arbitration striking the first name, until only one name remains. The remaining person shall be accepted by both parties as the arbitrator to hear and decide the dispute. The party requesting arbitration shall notify the arbitrator of his selection and request available dates not later than ten (10) work days following the receipt of the last name strike by the other party.

2. The decision of the arbitrator shall be subject to the following conditions:

(a) The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.

(b) In the resolution of disputes, the arbitrator shall give no weight or consideration to any matter except the language of the Agreement and the evidence presented by the parties.

(c) The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Work Agreement. The arbitrator shall have no power to establish or change any wage rates.

(d) The decision of the arbitrator shall be final and binding on both parties as to all matters which may arise out of the interpretation or application of this Work Agreement, except for the City Manager's right of review as set out in paragraph (f), below.

(e) In a disciplinary grievance, the arbitrator shall have discretion to reduce or raise the discipline imposed.

(f) Decisions of the arbitrator regarding shall be subject to review by the City Manager. Where the arbitrator's decision resolves issues of fact, the City Manager is not authorized to substitute his or her own judgment for the judgment of the arbitrator if the arbitrator's findings of fact are supported by competent and substantial evidence. The City Manager is authorized to reject the arbitrators decision only when the arbitrator's

findings of fact and decision based thereon are clearly contrary to the overwhelming weight of the evidence viewed in its entirety, together with all legitimate inferences which may be reasonably drawn from that evidence, and in the light most favorable to the findings of fact and decision of the arbitrator based thereon. Where the arbitrator's decision is based upon an application or interpretation of law, the City Manager may review the award to determine if it is in violation of constitutional provisions; if it is for any reason unauthorized by law, or if it is made upon unlawful procedure without a fair hearing. The City Manager can exercise his or her own judgment on these matters after receiving advice from the City Counselor or an authorized designee. Notwithstanding any of the foregoing, the City Manager may reject the decision I of the arbitrator if such rejection results in a disposition more favorable to the bargaining unit member than the decision of the arbitrator.

(g) The costs of the arbitrator shall be shared equally by the City and the Union.

(h) This provision does not extend to negotiations for amendment of this Work Agreement or for mediation of any disagreements involved in such negotiations.

16.4 Cases involving non-probationary bargaining unit members regarding layoff, suspension without pay for more than ten (10) days, demotion, or termination from City service shall be referred directly to the Personnel Board upon the bargaining unit member's request for such a hearing.

16.5 Should the Union claim within ten (10) work days after the discharge of a bargaining

unit member that the City acted outside of its rights and responsibilities and that the bargaining unit member was unjustly discharged, the issue shall be adjudicated as a grievance, commencing with Step 2 under Section 16.3. Should the discharge be not sustained on appeal after having been handled as provided in Section 16.3 of this Article, the bargaining unit member shall be returned to service and compensated as determined by the decision in the matter.

16.6 All computations of time within which action must be taken as specified in this Article shall be exclusive of Saturdays, Sundays, and holidays observed by the City.

16.7 The Director will, when absent, and may, at any time so desired, appoint another person to act in his/her stead, and such party shall have full power to act in all matters arising under this Article.

16.8 The grievant and one Steward maybe compensated at Step 1, Step 2, or Step 3-1 of the grievance process if the supervisor, division manager, or department director decides to conduct a hearing. The grievant and one Steward may be compensated at Step 3-2 of the grievance process if the City Manager decides to conduct a hearing and the bargaining unit prevails in the grievance. Bargaining unit members shall not be paid for the time spent during Step 4 of the grievance resolution process, except as a witness on behalf of the City. Bargaining unit members will not be compensated when off-duty and required to attend a hearing that is held during normal business hours, except as a witness on behalf of the City.

ARTICLE 17. ADDITIONAL PROVISIONS

17.1 No provision of this Work Agreement shall be construed to create any type of joint ownership of any rights or liabilities except as expressly set forth herein.

17.2 The failure of a party to insist upon strict performance of this Work Agreement, or any of the terms or conditions hereof, shall not be construed as a waiver of any of its rights hereunder.

17.3 Inclement Weather - The City will not require bargaining unit members to perform outside work during inclement weather, unless such work is necessary to protect life or property or to maintain service to the public. Weather instruments at the Treatment Plant or Sewer Maintenance Facility will be used to determine temperatures. The supervisor will be responsible for determining whether or not weather conditions will interfere with regular work and to see that bargaining unit members are not subjected to severe personal discomfort.

During periods when bargaining unit members are not required to perform outside work because of inclement weather, they will perform related work or attend safety, training, or other similar meetings.

Inclement weather shall be defined as follows:

(a) When rain, sleet or snow is falling in sufficient amount to be apparent that to continue to work outside would result in the bargaining unit members getting wet to the point of personal discomfort.

(b) When the temperature is less than five degrees (5°) Fahrenheit.

(c) When the temperature is above five degrees (5°) Fahrenheit and the wind chill is at or below minus four degrees (-4°) Fahrenheit.

(d) When the heat index is at or above one hundred and five degrees (105°) Fahrenheit.

In situations where bargaining unit members are working in different localities, performing substantially similar job tasks, and the inclement weather conditions are substantially the same in the different localities, all of the bargaining unit members will be treated substantially the same; with the understanding that even where weather conditions are exactly the same, certain types of work may be performed by some crews whereas other crews, with no such work to perform, will not be asked to work unless such work is necessary to protect life or property or to maintain service to the public. It is understood that the supervisor and the bargaining unit members will cooperate in the application of the above general principle.

17.4 Meal Allowance –

(a) Bargaining unit members required to work two (2) or more hours overtime immediately after their regular work period shall be furnished a meal at the City's expense or allowed $15.00 for each meal. The first meal allowance shall be made at the end of the first two (2) hours of overtime and one meal allowance shall be made at the end of each four (4) hour interval thereafter during such overtime work. This meal allowance shall also apply to a call out occurring two (2) hours before the regular work hours of a bargaining unit member. This meal allowance provision shall apply on Saturday and Sunday the same as Monday through Friday.

(b) A bargaining unit member called out for overtime work not immediately following the regular work period shall be furnished a meal at the City's expense or allowed $15.00 for each meal after each four (4) hour interval of overtime work. Bargaining unit members who are requested at least twelve (12) hours in advance to work during their regular working hours on an overtime day shall not receive a meal allowance.

17.5 Contracting Work

The City reserves the right to enter into any contracts it deems necessary or advisable for the operation, maintenance, repair or extension of the water pollution control system. The City agrees, however, that it will not contract any work which is customarily done by a bargaining unit member(s) if as a result thereof it would be necessary to lay off a bargaining unit member(s) without first meeting and conferring with the Union.

ARTICLE 18. SAVINGS CLAUSE

18.1 Should any Article or provision of this Work Agreement be held illegal or invalid, for any reason, or be held in regulatory violation by a regulatory agency, no other Article or provision shall be affected, and the remaining Articles and provisions of this Work Agreement shall remain in full force and effect as if such illegal or invalid Article or provision, or regulatory violation has not been contained herein.

18.2 The Article or provision held illegal or invalid, or in regulatory violation, shall be subject to immediate negotiation for an appropriate substitution of said Article or provision by mutual agreement between the Union and the City.

ARTICLE 19. SUCCESSORSHIP

The City's obligation under this Agreement shall be binding upon its successors, administrators, executors and assigns as required by applicable law. The City shall give notice of the existence of this Agreement, a copy of this Agreement and contact information for the Union, to any purchaser, transferee, lessee, assignee, or other entity involved in a sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which an operation (for which employees subject to this Agreement are performing services) is transferred to an entity other than the City. Such notice shall be in writing. The Union shall be given a copy of the written notice at the time the seller, transferee or lessee makes the transaction known to the public or executes a contractfor a transaction as herein described, whichever occurs first. Additionally, the City shall advise the Union of the nature of the transaction, not including financial details, once the City and the other party have executed a contract for a transaction as herein described.

ARTICLE 20. OFFICIAL NOTICE

20.1 All notifications that are required or permitted to be given under this Work Agreement must be delivered to the parties described hereafter:

For the City:
City Manager
City of Independence
111 E. Maple
Independence, Missouri 64051

For the Union:
Union Representative
International Brotherhood of Electrical Workers, Local 53
1100 Admiral Boulevard
Kansas City, Missouri 64106

ARTICLE 21. ENTIRE WORK AGREEMENT

21.1 This document contains the entire Work Agreement between the City of Independence and the International Brotherhood of Electrical Workers, Local 53, Water Pollution Control Bargaining Unit, and no modification shall be effective unless it is written and executed by the City and the Union.

ARTICLE 22. TERM OF AGREEMENT

This Work Agreement shall be effective as of July 1, 2026, and shall remain in effect until June 30, 2029. No earlier than ninety (90) days prior to the end of the Work Agreement, either party may request, in writing, that negotiations commence on a new Work Agreement. Upon receipt of the written request, the Union and the City shall meet and confer regarding the proposed new Work Agreement. The existing Work Agreement may be extended on a temporary basis by mutual agreement between the Union and the City Manager for the purpose of concluding discussions on the new Work Agreement.

Execution

IN WITNESS WHEREOF, the parties have hereunto set their names and seals the day and year first above written.

CITY OF INDEPENDENCE, MO

By_____
Troy Anderson, City Manager

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 53

By_____
Benjamin Bush, Business Manager

IBEW - Water Pollution Control Bargaining Unit

Appendix - A.1-

Wage Scale Effective Upon Ratification and Adoption by the City Council
[3.75% increase for all grades]

Class Title	Grade	Entry	Six Months Service
Collection System Operator I	R25	$24.60	$25.90
Collection System Operator II	R31	$28.17	$29.68
Storm Collection System Operator II	R31	$28.17	$29.68
Collection System Technician I	R25	$24.60	$25.90
Collection System Technician II	R31	$28.17	$29.68
Environmental Technician	R28	$26.88	$28.32
Environmental Specialist I	R35	$28.40	$29.96
Environmental Specialist II	R37	$31.37	$33.04
Equipment Operator II	R25	$24.60	$25.90
Equipment Operator III	R34	$28.60	$30.12
WPC Electrician I	R28	$26.88	$28.32
WPC Electrician II	R39	$31.78	$33.53
WPC Maintenance Mechanic I	R28	$26.88	$28.32
WPC Maintenance Mechanic II	R36	$28.69	$30.41
Treatment Plant Operator I (Includes .5% for "D" license Effective July 1 2026)	R34	$28.60	$30.12+ 0.5% = $30.27
Treatment Plant Operator II (Includes .5% for "D" license and 1% for "C" license Effective July 1 2026)	R37	$31.37	$33.04+ 1.5% = $33.54

IBEW - Water Pollution Control Bargaining Unit

Appendix - A.1-

Wage Scale Effective JULY 1, 2027
[3.5% increase for all grades]

Class Title	Grade	Entry	Six Months Service
Collection System Operator I	R25	$25.46	$26.80
Collection System Operator II	R31	$29.15	$30.72
Storm Collection System Operator II	R31	$29.15	$30.72
Collection System Technician I	R25	$25.46	$26.80
Collection System Technician II	R31	$29.15	$30.72
Environmental Technician	R28	$27.82	$29.32
Environmental Specialist I	R35	$29.39	$31.01
Environmental Specialist II	R37	$32.47	$34.20
Equipment Operator II	R25	$25.46	$26.80
Equipment Operator III	R34	$29.61	$31.17
WPC Electrician I	R28	$27.82	$29.32
WPC Electrician II	R39	$32.89	$34.71
WPC Maintenance Mechanic I	R28	$27.82	$29.32
WPC Maintenance Mechanic II	R36	$29.69	$31.47
Treatment Plant Operator I (Includes .5% for "D" license Effective July 1 2026)	R34	$29.61	$31.17+ 0.5% = $31.33
Treatment Plant Operator II (Includes .5% for "D" license and 1% for "C" license Effective July 1 2026)	R37	$32.47	$34.20+ 1.5% = $34.71

IBEW - Water Pollution Control Bargaining Unit

Appendix - A.1-

Wage Scale Effective JULY 1, 2028
[3.5% increase for all grades]

Class Title	Grade	Entry	Six Months Service
Collection System Operator I	R25	$26.35	$27.74
Collection System Operator II	R31	$30.17	$31.80
Storm Collection System Operator II	R31	$30.17	$31.80
Collection System Technician I	R25	$26.35	$27.74
Collection System Technician II	R31	$30.17	$31.80
Environmental Technician	R28	$28.80	$30.34
Environmental Specialist I	R35	$30.42	$32.10
Environmental Specialist II	R37	$33.61	$35.40
Equipment Operator II	R25	$26.35	$27.74
Equipment Operator III	R34	$30.64	$32.26
WPC Electrician I	R28	$28.80	$30.34
WPC Electrician II	R39	$34.04	$35.92
WPC Maintenance Mechanic I	R28	$28.80	$30.34
WPC Maintenance Mechanic II	R36	$30.73	$32.58
Treatment Plant Operator I (Includes .5% for "D" license Effective July 1 2026)	R34	$30.64	$32.26+ 0.5% = $32.42
Treatment Plant Operator II (Includes .5% for "D" license and 1% for "C" license Effective July 1 2026)	R37	$33.61	$35.40+ 1.5% = $35.93

BILL NO. 26-138

RESOLUTION NO. 7234

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE WATER POLLUTION CONTROL COLLECTIVE BARGAINING UNIT FOR THE TERM OF JULY 1, 2026, THROUGH JUNE 30, 2029.

WHEREAS, an Agreement with the Water Pollution Control Collective Bargaining Unit (WPC) has been negotiated by the City Manager and representatives for the Water Pollution Control Bargaining Unit; and,

WHEREAS, the City Council deems it advisable to adopt said Agreement for the time period from July 1, 2026, through June 30, 2029.

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

SECTION 1. That the Agreement with the Water Pollution Control Collective Bargaining Unit, for the time period from July 1, 2026, through June 30, 2029, shall be and the same is hereby adopted and the City Manager is authorized to execute multiple copies of same, a copy of said Agreement being attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

PASSED THIS 15th day of JUNE, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Suzanne Holland
City Clerk

THE CITY OF INDEPENDENCE MISSOURI

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-739 A resolution authorizing the City of Independence to file applications for public assistance through the State of Missouri. **Approved Res. No. 7235**

Recommendations:

Council approval is recommended.

Background:

Missouri's State Emergency Management Agency (SEMA) requires that a City staff member be authorized for filing any public assistance grants related to disasters. The individual previously approved for this has retired from the City, so staff need Council approval to name a new staff member.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Health /

REVIEWERS

Christina Heinen
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. SEMA Public Assistance Resolution 2026
2. State-Forms-DR-4490
3. Res. No. 7235

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF INDEPENDENCE TO FILE APPLICATIONS FOR PUBLIC ASSISTANCE THROUGH THE STATE OF MISSOURI.

WHEREAS, the City of Independence recognizes the threats that natural hazards pose to people and property; and,

WHEREAS, the State Emergency Management Agency (SEMA) acts as the grantee for federal disaster funds distributed by the Federal Emergency Management Agency (FEMA); and,

WHEREAS, SEMA requires a staff member be identified as pre-authorized to file for public assistance on behalf of the City of Independence for the purpose of obtaining and administering available state and federal assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and,

WHEREAS, the staff member that had been previously authorized has retired from the City effective May 2026;

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

SECTION 1. That the City Council of the City of Independence shall authorize a staff member with the Health & Animal Services Department to be authorized to file for public assistance through SEMA.

SECTION 2. That the Mayor is authorized as the senior elected official to sign SEMA PA-1 form.

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:

_____

City Manager

STATE OF MISSOURI
APPLICATION FOR FEDERAL/STATE PUBLIC ASSISTANCE
(PL 93-288 AS AMENDED/RSMo. CHAPTER 44)

1. DATE SUBMITTED:	3. (APPLICANT) SUB-RECIPIENT ID NUMBER:	4. DECLARATION NUMBER AND DATE:
2. DATE RECEIVED:		FEMA -4490- DR - MO Dated:26 March 2020
5. (APPLICANT) SUB-RECIPIENT INFORMATION:	6. TYPE OF (APPLICANT) SUB-RECIPIENT: Check appropriate box or boxes [x]	
A. Legal Name:	A. State Agency [ ]	B. County [ ]
	C. City [ ]	D. Township [ ]
B. FEIN #:	E. Special District [ ]	F. Private Non-Profit [ ]
C. DUNS #:	G. Other [ ]	(Specify)
D. (Applicant's) Sub-recipient's Fiscal Year: FROM:_____		TO:_____
E. Address (St./POB/City/State/Zip):	7. INCIDENT PERIOD: 20 January, 2020 and ongoing	
	8. State Agency to Receive Request:	State Emergency Management Agency P. O. Box 116, 2302 Militia Drive Jefferson City, MO 65102 Phone: 573-526-9234

9. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION IS TRUE AND CORRECT, THE DOCUMENT HAS BEEN TRULY AUTHORIZED BY THE GOVERNING BODY OF THE (APPLICANT) SUB-RECIPIENT AND THE (APPLICANT) SUB-RECIPIENT WILL COMPLY WITH ALL ASSURANCES IF THE ASSISTANCE IS AWARDED.

A. Name of Authorized Representative (Typed or Printed):	B. Title:	C. Telephone Number (Include Area Code):
D. Signature of Authorized Representative:		E. Date Signed:

BELOW THIS LINE FOR SEMA USE ONLY

FUNDING REQUEST:	BUNDLE #: _____ SA # and Version #:	
A. Federal:	B. State:	C. Total:

9. SEMA REVIEW

PREPARED BY:		
Signature:	Title:	Date of Approval:
	Alternate GAR	

State of Missouri
Public Assistance Grant Certifications Form

The individuals identified below are hereby authorized to execute and file Application for Public Assistance on behalf of the designated jurisdiction for the purpose of obtaining and administering available state and federal financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These individuals are authorized to represent and act for this jurisdiction in all dealings with the State of Missouri for all matters pertaining to such disaster assistance required by the agreements and assurances listed on FEMA Form 20-16, the SEMA Public Assistance Program Checklist, and the SEMA Audit Compliance Requirements Checklist. By signing this certification we are verifying that we have read and understand the information and requirements listed on the three documents mentioned above. We further understand that we remain responsible for compliance with all other pertinent federal, state, and local policies and procedures in the administration of Public Assistance funds received as a result of this application. Failure to comply with these requirements will result in the de-obligation of federal/state funds associated with that non-compliance.

_____
Jurisdiction (County/City/District)

Mailing Address:

_____

_____

_____

_____

Senior Elected Official	**Chief Financial Officer**	**Authorized Representative**
Name & Title	Name & Title	Name & Title
Signature	Signature	Signature
Telephone Number	Telephone Number	Telephone Number
Email	Email	Email
Fax Number	Fax Number	Fax Number

MISSOURI STATE EMERGENCY MANAGEMENT AGENCY (SEMA)
PUBLIC ASSISTANCE PROGRAM CHECKLIST

1. The (applicant) sub-recipient must identify and report all Disaster related damage within sixty days of their Scoping meeting with FEMA. Damages identified after FEMA has conducted the (applicant) sub-recipient exit briefing must be reported to SEMA.

2. (Project Worksheets/PWs/SA's) Sub-award's are written to restore disaster damaged eligible facilities to their pre-disaster condition and function.

3. Codes and Standards which change the pre-disaster construction of a facility are eligible for consideration only if they are in writing and they were formally adopted by the (applicant) sub-recipient **PRIOR** to the disaster declaration date or if they are a legal Federal or State requirement applicable to the type of restoration.

4. (Applicants) Sub-recipients must follow the Scope of Work (SOW) in the approved (PW/SA) sub-award. Work not identified in the scope of work is ineligible. The (applicant) sub-recipient is responsible for informing SEMA of any condition(s) that create a need to change the Scope of Work **BEFORE** incurring costs or proceeding with the work.

5. All project work must be completed by the project completion deadline assigned to the applicable (PW/SA) sub-award. Only costs incurred up to the approved completion date will be considered for reimbursement. If additional time is needed, due to circumstances beyond the control of the (applicant) sub-recipient, a written request must be sent to SEMA

6. The (applicant) sub-recipient **MUST** submit a written request for an Improved or Alternate project to SEMA and receive a written approval prior to starting construction.

7. An (applicant) sub-recipient may submit an appeal for additional small project funding if the actual cost for ALL small projects exceeds the approved project amount for ALL small projects by 15% or more. The written appeal must be submitted to SEMA no later than 60 days after the last small project work was completed. The appeal must include cost documentation for ALL small projects.

8. The FEMA Project Completion and Certification Report P.4 must be completed, signed and returned to SEMA once the project work of the (PWs/SAs) sub-awards on the P.4 is completed.

9. Suspended (PWs/SAs) sub-awards will not receive funding until **ALL** the requirements identified in the comments section of the (PW/SA) sub-award are met.

10. (Applicants) Sub-recipients with large (PWs/SAs) sub-awards must submit a project cost summary and all associated invoices to SEMA following the completion of each large project. The project cost summary must list all labor, equipment, materials, and contract costs associated with the (PW's/SA's) sub-award's scope of work.

11. The (applicant) sub-recipient understands and accepts responsibility under the Code of Federal Regulations (CFR) Section 13.21 to minimize the time elapsing between the transfer of funds to us and the disbursement of those funds.

12. The (applicant) sub-recipient shall promptly, but at least quarterly, remit interest earned to SEMA for return to FEMA.

13. The Missouri State Prevailing Wage Laws are applicable for all public works construction that would have previously been covered. The Governor will determine the applicability of the Missouri State Prevailing Wage Laws for each disaster.

14. The (applicant) sub-recipient certifies that they will not contract with any entity identified on the General Services Administration **System for Award Management (SAM), https://www.sam.gov/portal/SAM/#1,** Excluded Parties List (Debarred List) or the **Missouri State Attorney General's Know MO web link, https://ago.mo.gov/app/search.**

15. The (applicant) sub-recipient certifies they will adhere to Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.555 regarding the hiring of Illegal Immigrants by the (applicant) sub-recipient or any contractor or subcontractor. We understand that failure to comply with this requirement will subject us to the penalties described in the references mentioned above.

16. The (applicant) sub-recipient is required to submit quarterly reports to SEMA on all projects that have not received final payment.

17. The (applicant) sub-recipient may appeal any determination previously made by FEMA or SEMA. The (applicant's) sub-recipient's appeal must be made in writing and submitted to SEMA within sixty (60) days after receipt of notice of the action which is being appealed.

18. If an (applicant) sub-recipient expends $750,000.00 or more in total Federal financial assistance in one (applicant) sub-recipient fiscal year (including **ALL** Federal funds, not just disaster assistance) a copy of the Single Audit or Program Audit (as required by the Single Audit Act of 1984) must be submitted to SEMA.

19. Complete records and cost documents for all approved work and reimbursements must be maintained for at least three (3) years from the date the last project was completed or from the date the final payment was received, whichever is later. During this time, all approved (PWs/ SA's) sub-awards are subject to State and Federal audit review.

20. **No payments will be made on projects requiring a Corps of Engineers permit or Missouri Department of Natural Resources 401 permit until the approved permits are received at SEMA.**

21. The (applicant) sub-recipient will immediately notify SEMA if/when they receive any other funds (insurance, CDBG, DNR, USACE, donations, etc.) that will be applied to the (PW/SA) sub-award Scope of Work or non-Federal share.

22. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. The (applicant) sub-recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. See 2 CFR §200.321 for additional details.

Missouri State Emergency Management Agency (SEMA)
Audit Compliance Requirements Checklist

As a result of recent decisions by the U.S. Department of Homeland Security Office of the Inspector General (OIG) it has become necessary to obtain additional certification of each Public Assistance (applicants') sub-recipients' understanding of federal requirements associated with the receipt and expending of federal grants.

(IMPORTANT: Approval of your procurement procedures, cost documentation, source documents, etc..., by representatives of the Federal Emergency Management Agency (FEMA) does **NOT** provide any assurance that the U.S. Department of Homeland Security OIG auditors will not require that you return disaster grant funds should they (OIG) disagree with those procedures.)

These procedures have been implemented as a direct result of U.S. DHS OIG audit reports and to prevent the potentially devastating effects of having to return federal funds following a disaster.

The State Emergency Management Agency reserves the right (as the (grantee) recipient for federal disaster funds) to conduct periodic records reviews of any (subgrantees') sub-recipient's records and to cease payments to any (subgrantee) sub-recipient found to be non-compliant with these requirements.

The following items **must be read and understood** by each (applicant) sub-recipient **BEFORE** signing the certification. **NO** payments will be made on any (project worksheet) sub-award until this and all other required documents/forms have been completed, signed, and provided to Missouri SEMA.

1. The (applicant's) sub-recipient's accounting practices must identify the application of federal funds or account for costs by specific project as required by federal regulations and FEMA guidelines. The Code of Federal Regulations (CFR) 44 13.20(b) states that (subgrantees) sub-recipients must maintain records that adequately identify the source and application of funds for financially assisted activities.

2. Effective control and accountability must be maintained for all (grant) award and (subgrant) sub-award cash, real and personal property, and other assets.

3. The (applicant) sub-recipient must establish a project file (or site file for multiple-site projects) containing the corresponding (project worksheet/PW) sub-award and all documentation pertaining to the project (or site).

4. The (applicant) sub-recipient must follow the same or more stringent internal controls when accounting for and expending disaster grant funds as it does for its annual operating revenue.

5. The (applicant) sub-recipient must maintain documentation by project, reconcile source documentation to invoices, and determine the validity of all project invoices before filing claims.

6. The (applicant) sub-recipient must follow federal procurement standards as set forth in Code of Federal Regulations (CFR) 44 and 2 CFR Part 200, to include:

    a. Performance of procurement transactions in a manner providing full and open competition except under certain circumstances.

    b. (Subgrantees) Sub-recipients must maintain records sufficient to detail the significant history of the procurement, including rationale for the method of procurement, the basis of contractor selection, and basis for the contract price.

c. (Subgrantees) Sub-recipients must document a cost or price analysis in connection with every procurement action including contract modifications.

d. Time and material type contracts are prohibited unless no other contract is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk. FEMA also generally limits these contracts to seventy (70) hours.

e. The (subgrantee) sub-recipient must negotiate profits as a separate element for contracts lacking price competition and in all cases where cost analyses are performed.

f. The (subgrantee) sub-recipient must take the affirmative steps, as established in 2 C.F.R. § 200.321(a).

7. The (applicant) sub-recipient understands that improperly contracted work will result in the total ineligibility for the project.

8. This checklist is NOT all inclusive and each (subgrantee) sub-recipient should be familiar with the requirements of Code of Federal Regulation (2 CFR Part 200 and 44 CFR). Particularly important are Part 13 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) and Part 206 (Federal Disaster Assistance for Disasters Declared On or After November 23, 1988).

Assurance of Compliance with 2 CFR 200.317 – 200.326

This Assurance of Compliance form (SEMA-PA-4) satisfies the requirements of 2 CFR 200.331 which stipulates that SEMA, as a pass-through entity, provide required information related to, but not limited to, procurement as follows:

(2) All requirements imposed by the pass-through entity on the sub-recipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;

(3d) Monitor the activities of the sub-recipient as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved.

1. Review your **Procurement Policy** for compliance with Federal Procurement Policy Standards and 2 CFR 200.317 – 200.326 and submit your **Jurisdictional Review** to SEMA;

2. Submit a copy of your **Procurement Policy** to SEMA, with the submission of State Forms, for review of compliance.

3. SEMA will review your **Procurement Policy**, in accordance with your **Jurisdictional Review**, for compliance and will recommend solutions for any issue(s) which may cause risk to the preservation of eligibility.

Common issues for consideration include, but are not limited to:

1. 200.318 (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

2. 200.320 (b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

3. 200.320 (c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

4. 200.320 (f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

5. 200.321 (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

6. 200.321 (b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

We, the responsible parties of the Sub-Recipient, hereby certify full compliance with 2 CFR 200.317 - 200.326, as applicable to our Procurement Policy, with the intention of preserving the eligibility of funding as obligated by the Federal Public Assistance grant.

Applicant Jurisdiction:

Authorized Representative		Senior Jurisdictional Authority *	
Print Name		Print Name	
Title		Title	
Signature		Signature	
Date		Date	
Phone Number		Phone Number	
Email Address		Email Address	

*** If the Authorized Representative also holds the position of Senior Jurisdictional Authority please include the signature and contact information of another jurisdictional authority who can certify compliance. (Example: county clerk, fiscal manager, etc.)**

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

DR - 4490

O.M.B. No. 1660-0025
Expires July 31, 2007

FOR FY _____	CA FOR (Name of Recipient)

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

Part I ☐ FEMA Form 20-16A, Assurances-Nonconstruction Programs

Part II ☐ FEMA Form 20-16B, Assurances-Construction Programs

Part III ☐ FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements

Part IV ☐ SF LLL, Disclosure of Lobbying Activities *(if applicable)*

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

_____ _____
Typed Name of Authorized Representative | Title

_____ _____
Signature of Authorized Representative | Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472. You are not required to complete this form unless a valid OMB control number is displayed in the upper corner on this form. **Please do not send your completed form to the above address.**

U.S DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY **DR - 4490**

ASSURANCES-NONCONSTRUCTION PROGRAMS

O.M.B. No. 1660-0025
Expires July 31, 2007

Paperwork Burden Disclosure Notice

Paperwork reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden estimate to: Information Collection Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472. NOTE: Do not send your completed form to the above address.

NOTE:
Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability *(including funds sufficient to pay the non-Federal share of project costs)* to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4727-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statues or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statues relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P. L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IV of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970,) P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912, (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provision in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniformed Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.

8. Will comply with provisions of Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7) the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable with flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988;(e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16) U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) of the Clear Air Act of 1955, as amended (42 U.S.C. Section et seq.); (g) protection underground sources of drinking water under Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components of the national wild and scenic rivers systems.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-et seq.).

14. Will comply with P.L 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poising Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

U. S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

ASSURANCES-CONSTRUCTION PROGRAM

DR - 4490

O.M.B. No. 1660-0025
Expires July 31, 2007

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). NOTE: Do not send your completed form to this address.

NOTE"
Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability *(including funds sufficient to pay the non-Federal Share of project cost)* to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a paper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict to interest, or personal gain.

8. Will comply with Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statues or regulations specified in Appendix A of OPM's standards for a Merit System of Personnel Administration (5 C.F.R. 900-subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801-et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statues relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sections 794) which prohibits discrimination on the basis of; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-61-7) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the bases of abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the bases of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) and other non-discrimination provisions in the specific statutes(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statues(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interest in real property acquired for project purpose regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employment activities are funded in whole or impart with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 27a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for Federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in the total cost of insurable construction and acquisition is $ 10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (E.O.) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management programs developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementations Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); (h) Protection of Endangered species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 46s-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agencies of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117-1961, as modified (41CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organization" including but not limited to, the "Lobbying Revision" published in vol 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

U. S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DR - 4490

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

O.M.B. No. 1660-0025
Expires July 31, 2007

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). NOTE: Do not send your completed form to this address.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over $ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form-LLL "Disclosure of Lobbying Activities" attached
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;
(a) Publishing a statement notifying employees that the unlawful manufacture, distributions
(b) Establishing an on-going drug free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring lon the workplace no later than five calendar days after such convections;

(e) Notifying the agency, in writing, with 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in the total cost of insurable construction and acquisition is $ 10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (E.O.) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management programs developed under the Coastal Zone Management Act of 1973 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementations Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); (H) Protection of Endangered species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 46s-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agencies of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117-1961, as modified (41CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organization" including but not limited to, the "Lobbying Revision" published in vol 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

_____

_____

_____

Check ☐ if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action:
- [ ] a. contract
- [X] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [X] b. initial award
- [ ] c. post-award

3. * Report Type:
- [X] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[X] Prime [ ] SubAwardee

*Name
*Street 1 Street 2
*City State Zip
Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix *First Name Middle Name
*Last Name Suffix
*Street 1 Street 2
*City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix *First Name Middle Name
*Last Name Suffix
*Street 1 Street 2
*City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*Signature: Completed on submission to Grants.gov

*Name: Prefix *First Name Middle Name
*Last Name Suffix

Title: Telephone No.: Date: Completed on submission to Grants.gov

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

BILL NO. 26-139

RESOLUTION NO. 7235

A RESOLUTION AUTHORIZING THE CITY OF INDEPENDENCE TO FILE APPLICATIONS FOR PUBLIC ASSISTANCE THROUGH THE STATE OF MISSOURI.

WHEREAS, the City of Independence recognizes the threats that natural hazards pose to people and property; and,

WHEREAS, the State Emergency Management Agency (SEMA) acts as the grantee for federal disaster funds distributed by the Federal Emergency Management Agency (FEMA); and,

WHEREAS, SEMA requires a staff member be identified as pre-authorized to file for public assistance on behalf of the City of Independence for the purpose of obtaining and administering available state and federal assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and,

WHEREAS, the staff member that had been previously authorized has retired from the City effective May 2026;

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

SECTION 1. That the City Council of the City of Independence shall authorize a staff member with the Health & Animal Services Department to be authorized to file for public assistance through SEMA.

SECTION 2. That the Mayor is authorized as the senior elected official to sign SEMA PA-1 form.

PASSED THIS 15th DAY OF June, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Kevin King

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

ATTEST:

Suzanne Nolland

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

THE CITY OF INDEPENDENCE MISSOURI

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-063 **2R** An ordinance adopting the Annual Operating and Capital Budgets of the City of Independence, Missouri, for the Fiscal Year July 1, 2026 - June 30, 2027; estimating the revenues for the fiscal year, appropriating sums for the purposes stated in said Budget, establishing Operating Transfers, designating Fund Balance Allocations, establishing the authorized Table of Organization, and designating those who may make a requisition for encumbrances against appropriations. **2R** **Item passes 7-0 Ord. No. 19816**

Recommendations:

Council approval is recommended.

Background:

In accordance with Section 8.2 of the City Charter, the City Manager's Proposed Budget for the 2026-2027 fiscal year was submitted to the Mayor and City Council on May 11, 2026. An official public hearing is scheduled on June 1, 2026. The total appropriation for the operating and capital budget is $532,677,302. The total General Fund budget appropriation is $92,386,036, including the transfers out for capital projects and to the Animal Shelter Use Tax Fund.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact City Manager /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Proposed budget ordinance FY27 - Amended (1)
2. Proposed budget ordinance FY27
3. 2026-27-proposed-budget-book REVISED 5.29
4. Ord. No. 19816

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE ANNUAL OPERATING AND CAPITAL BUDGETS OF THE CITY OF INDEPENDENCE, MISSOURI, FOR THE FISCAL YEAR JULY 1, 2026 - JUNE 30, 2027, ESTIMATING THE REVENUES FOR SAID FISCAL YEAR; APPROPRIATING SUMS FOR THE PURPOSES STATED IN SAID BUDGET, ESTABLISHING OPERATING TRANSFERS, DESIGNATING FUND BALANCE ALLOCATIONS, ESTABLISHING THE AUTHORIZED TABLE OF ORGANIZATION, AND DESIGNATING THOSE WHO MAY MAKE A REQUISITION FOR ENCUMBRANCES AGAINST APPROPRIATIONS.

WHEREAS, in accordance with Section 8.5 of the City Charter, the City Council does hereby adopt the Budget for the 2026-27 Fiscal Year, including estimates of revenues to be received and appropriations for authorized expenditures; and,

WHEREAS, said appropriations and authorizations are not in excess of the estimate of revenues from property taxes, other authorized charges and fees and other available resources set forth in said Budget; and,

WHEREAS, the City Council has held a Public Hearing for public comment and input on June 1, 2026 for the July 1, 2026 - June 30, 2027, Proposed Annual Budget as required by Section 8.4 of the City Charter;

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

SECTION 1. That the statements and schedules hereinafter set forth are hereby adopted for the purposes as set forth in the Budget for the City of Independence, Missouri, for the fiscal year July 1, 2026 - June 30, 2027.

SECTION 2. That upon the recommendation of the City Manager and with the approval of the City Council, supplemental appropriations may be made from unappropriated fund balances. Appropriation transfers of any amounts within any specific appropriation item listed on this ordinance require only the approval of the City Manager.

SECTION 3. That the detailed estimated revenues of the City for the fiscal year July 1, 2026 - June 30, 2027, are set forth in said Budget in budget summary schedules.

SECTION 4. That the attached budget message, budget summaries, and detail of appropriation accounts are hereby made a part of this ordinance, the same as if contained herein in full.

SECTION 5. That the following statement of appropriations, designations and requisitioning authority for the departments/purpose listed below for the General Fund is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

GENERAL FUND (002) APPROPRIATIONS

Department	Requisitioning Authority	Amount
City Manager	City Manager	$1,294,699
Community Development	Community Development Director	7,957,810
Debt Service	Finance Director	1,607,300
Finance	Finance Director	658,346
Fire	Fire Chief	~~28,014,620~~ 28,383,408
Health & Animal Services	Health & Animal Services Director	~~368,788~~ 0
Mayor & City Council	City Manager	1,096,903
Municipal Court	Presiding Judge	1,454,121
Municipal Services	Municipal Services Director	6,492,219
Non-Departmental	City Manager	1,007,509
Parks and Recreation	Parks and Recreation Director	1,859,696
Police	Police Chief	40,219,026
Trnsfr to Capital Project Fund 057	Finance Director	280,000
Trnsfr to Animal Shelter Use Tax 010	Health & Animal Services Director	$75,000
Total		$92,386,036

SECTION 6. That the following statement of appropriations, designations, and requisitioning authority for the departments/purposes for the Special Revenue Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

TOURISM FUND (004) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Parks|Recreation|Tourism	Parks|Recreation|Tourism Director	$2,215,263
Trnsfr to Capital Project Fund 059	Finance Director	$550,000
	TOTAL TOURISM FUND	$2,765,263

STREET IMPROVEMENTS SALES TAX FUND (011) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$1,644,235
Debt Service	Finance Director	1,797,600
Trnsfr to Capital Project Fund 051	Finance Director	$17,410,055
	TOTAL STREET IMPROVEMENTS SALES TAX FUND	$20,851,890

PARK IMPROVEMENTS SALES TAX FUND (012) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Parks|Precreation|Tourism	Parks|Recreation|Tourism Director	$6,814,200
Trnsfr to Capital Project Fund 059	Finance Director	$1,360,000
	TOTAL PARK IMPROVEMENTS SALES TAX FUND	$8,174,200

STORM WATER IMPROVEMENTS SALES TAX FUND (013) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$4,352,596
Trnsfr to Capital Project Fund 058	Finance Director	$2,380,000

	TOTAL STORM WATER IMPROVEMENTS SALES TAX FUND	$6,732,596

POLICE PUBLIC SAFETY SALES TAX FUND (016) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	$4,969,044
Trnsfr to Capital Project Fund 052	Finance Director	$0
	TOTAL POLICE PUBLIC SAFETY SALES TAX FUND	$4,969,044

FIRE PUBLIC SAFETY SALES TAX FUND (017) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Fire	Fire Chief	$10,383,433
Debt Service	Finance Director	$2,978,700
Trnsfr to Capital Project Fund 053	Finance Director	$0
	TOTAL FIRE PUBLIC SAFETY SALES TAX FUND	$13,362,133

POLICE USE TAX FUND (018) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	$5,545,936
	TOTAL POLICE USE TAX FUND	$5,545,936

PROP PD SALES TAX FUND (067) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	~~$6,611,603~~ $5,175,177
	TOTAL PROP PD SALES TAX FUND	$5,175,177

MARIJUANA SALES TAX FUND (065) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	$640,729
Fire	Fire Chief	$120,000
Debt Services	Director of Finance	$328,625
	TOTAL MARIJUANA SALES TAX FUND	$1,089,354

ANIMAL SHELTER USE TAX FUND (010) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Health & Animal Services	Health & Animal Services Director	$1,140,711
	TOTAL ANIMAL SHELTER USE TAX FUND	$1,140,711

HEALTH & ANIMAL SERVICES FUND (005) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Health & Animal Services	Health & Animal Services Director	$1,783,715
	TOTAL HEALTH & ANIMAL SERVICES FUND	$1,783,715

PARKS HEALTH & RECREATION LEVY FUND (007) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Parks and Recreation	Parks and Recreation Director	$2,079,102
	TOTAL PARKS HEALTH & RECREATION LEVY FUND	$2,079,102

EVENTS CENTER COMMUNITY IMPROVEMENT DISTRICT (445) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Events Center	Parks|Recreation|Tourism Director	$8,283,133
	TOTAL EVENTS CENTER IMPROVEMENT DISTRICT FUND	$8,283,133

SECTION 7. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Enterprise Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

POWER AND LIGHT FUND (020) APPRIOPRIATION

Department/Purpose	Requisitioning Authority	Amount
Power and Light	Power and Light Director	$223,356,425
Debt Service	Finance Director	$8,634,000
Trnsfr to Capital Project Fund 021	Finance Director	$41,477,400
	TOTAL POWER AND LIGHT FUND	$273,467,825

SANITARY SEWER FUND (030) APPRIOPRIATION

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	~~$27,288,763~~
		$31,488,762
Debt Service	Finance Director	$6,250,000
Trnsfr to Capital Project Fund 031	Finance Director	$6,090,000
	TOTAL SANITARY SEWER FUND	$43,828,762

WATER FUND (040) APPRIOPRIATION

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$32,125,992
Debt Service	Finance Director	$2,544,000
Trnsfr to Capital Project Fund 041	Finance Director	$9,940,000
	TOTAL WATER FUND	$44,609,992

SECTION 8. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Internal Service Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

CENTRAL GARAGE FUND (090) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$3,824,128
	TOTAL CENTRAL GARAGE FUND	$3,824,128

STAYWELL HEALTH CARE FUND (091) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Staywell	Finance Director	$26,356,000
	TOTAL STAYWELL HEALTH CARE FUND	$26,356,000

WORKERS COMPENSATION FUND (092) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Workers Comp	Finance Director	$5,172,597
	TOTAL WORKERS COMPENSATION FUND	$5,172,597

RISK MANAGEMENT FUND (093) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Risk Management	Finance Director	$5,917,000
	TOTAL RISK MANAGEMENT FUND	$5,917,000

ENTERPRISE RESOURCE PLANNING FUND (095) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
ERP	Finance Director	$15,800,741
Trnsfr to Capital Projects 096	Finance Director	$1,134,500
	TOTAL ENTERPRISE RESOURCE PLANNING FUND	$16,935,241

SECTION 9. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Special District Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

EVENTS CENTER APPROPRIATIONS (045)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$6,353,000
	TOTAL EVENTS CENTER APPROPRIATIONS	$6,353,000

SECTION 10. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Tax Increment Financing Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

SANTA FE TIF (108)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$539,600
	TOTAL SANTA FE TIF	$539,600

CRACKERNECK CREEK TIF (118)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$6,487,000
	TOTAL CRACKERNECK CREEK TIF	$6,487,000

CENTERPOINT TIF (122)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$5,635,100
	TOTAL CENTERPOINT TIF	$5,635,100

TIF SUPPLEMENTAL FUND (195)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$5,000

TOTAL TIF SUPPLEMENTAL FUND $5,000

SECTION 11. That the following statement of appropriations, designations and requisitioning authority for the Capital Improvement Projects Budget listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations. Upon completion of any capital improvement project, and after all related obligations have been satisfied, any remaining unencumbered appropriation balance may be transferred to another authorized capital improvement project with approval of the City Manager or designee.

STREET IMPROVEMENTS CAPITAL FUND (051)

Project Name	Amount
112504 - Dump Truck	$325,000.00
112410 - Springbranch Garage Complex	280,000.00
112201 - Pavement Preventative Maintenance Operations	4,600,000.00
112203 - Emergency Transportation Projects	250,000.00
112501 - Fairmount Loop Trail	900,000.00
112502 - Bridge Program	150,000.00
112503 - Sidewalks Program	100,000.00
112601 - 23rd St Safety & Mobility Improvements	1,000,000.00
112602 - Traffic System Improvements	$120,000.00
112603 - Englewood Roundabout & Winner Road Upgrades	4,427,789.00
FY 26 projected expenses	$0.00
112401 - Truman Connected Phase 2	4,907,266.00
112702 - 44th Street Traffic Calming/Sidewalks	100,000.00
112703 - ADA Compliance Program - Streets	250,000.00
	$17,410,055

PARK IMPROVEMENTS CAPITAL FUND (059)

Project Name	Amount
TMB Roof Replacement	$550,000
Playground Revitalization	800,000
Toro 5900 Mower	125,000
Palmer Center Roof	115,000
George Asphalt Work	150,000
	$1,910,000

BUILDINGS AND OTHER IMPROVEMENTS CAPITAL FUND (057)

Project Name	Amount
Springbranch Garage Complex	$280,000
	$280,000

STORMWATER IMPROVEMENT CAPITAL FUND (058)

Project Name	Amount
132701 - Hydrovac Truck	$300,000
132410 - Springbranch Garage Complex	280,000
130508 - Trenchless Technologies	100,000
131802 - Emergency Projects	500,000
132501 - Bundschu Regional Detention Basin	1,000,000
132702 - Rock Creek Tributary	200,000

	$2,380,000

POWER & LIGHT CAPITAL FUND (021)

Project Name	Amount
Substation Fiber Optic Network Equip. Replacement	$100,000
Traffic Signal Detection Systems	150,000
Construction of a New Substation S - Phase I 69/13 kV Station	6,500,000
Construct New Transmission Sys to Serve New Sub S	500,000
Service Center Upgrades	500,000
161 kV Line Terminal & Control Building at Sub A	4,800,000
Replace 4 - 100 MVA 161/69kV Substation Transformers.	4,000,000
DAQ IOE3 Remote Terminal Unit Upgrade (NERC CIP Compliance & EPL)	100,000
Sub R Country Meadows New 13 kV Feeder	1,000,000
SCADA EMS Software Upgrade 2027	425,000
161 kV Line Terminal at Sub M	4,000,000
H-6 Combustion Turbine Inspection	1,600,000
Sub H 69/13 kV Rebuild	500,000
Emergency Replacement of Transmission Poles	250,000
Advanced Utility Systems – CIS Infinity Upgrade to V5	500,000
Emergent Maintenance Production	532,400
Substation & Transmission Upgrade & Replacement	265,000
T&D Road Improvement Projects	500,000
T&D System Improvements	500,000
Desert Storm Switchgear Cabinets	250,000
Substation Modeling	100,000
Fleet Vehicle & Equipment 10 Year Replacements	450,000
AMI	8,000,000
Transmission Pole Replacement Program	$300,000
Sub H Gas Compressors	2,000,000
H-5 Radiator Replacement	100,000
Sub-I Generator Protection Relays	130,000
161 kV Line Terminal at Sub A/Blue Valley	500,000
161 kV Line Terminal at Blue Mills	500,000
Joint Use Audit	2,000,000
Sub E to Sub B 69kV Line	150,000
Hypervisor Upgrade	150,000
Fiber Optic Network	125,000
	23,899,000
	$41,477,400

SANITARY SEWER CAPITAL FUND (031)

Project Name	Amount
302701 - Hydrovac Truck	$300,000
302410 - Springbranch Garage Complex	2,140,000
9757 - Trenchless Technology	650,000
302004 - Neighborhood Projects	250,000
302601 - Golden Acres Sanitary Sewer Improvements	250,000
302602 - 24th & Scott	100,000
302604 - Lateral Reroute and Replacement Program	100,000
302301 - Sludge Thickening Process Improvements	500,000

302203 - Sanitary Sewer Main Relocations from Streambanks	250,000
302702 - Switch Gear Installation RCTP, RCPS, SCPS	120,000
302703 - Motor Control Center Upgrades	750,000
302704 - Primary Thickener Basin and Mixing Basin Replacement	200,000
302705 - Aeration Basin Diffuser Replacement	150,000
302706 - Pump Station Improvements	330,000
	$6,090,000

WATER CAPITAL FUND (041)

Project Name	Amount
402410 - Springbranch Garage Complex	$2,140,000.00
9749 - Main Replacement Program	2,000,000.00
401003 - Future Prod Wells	1,750,000.00
401703 - Maintenance Building at CBP	200,000.00
402602 - CBP Operation Building Upgrades	250,000.00
402603 - CBP Valve Improvements	250,000.00
402605 - Service Line Upgrades	1,000,000.00
401402 - Lagoon Cleanout	250,000.00
402207 - CB Electrical Switchgear Improvements	100,000.00
402609 - Advanced Metering Infrastructure (AMI)	500,000.00
402701 - Paint Wests Washwater Tower	1,000,000.00
402702 - Slaker #4 Replacement	500,000.00
	$9,940,000

EVENTS CENTER CAPITAL FUND (046)

Project Name	Amount
Annual Landscaping Improvements #27-1	35,000
Annual Concrete Repairs #27-2	100,000
Purchase Ice Deck 15 Sheets #27-3	5,158
Annual Ice Plant Maintenance #27-4	112,761
Remodel Craft Beverage Corner #27-5	106,709
Add Backside to Monument Sign #27-6	70,000
Replace Parking Lot LED signs #27-7	67,550
Add Additional LED Parking Lot Lights #27-8	32,400
Community Ice Improvements #27-9	100,000
Replace Remaining RTUs #27-10	540,000
Rebuild Bowl Exhaust Fans #27-11	40,000
Replace Walk-In Refrigerator and Freezer AC Unit #27-12	90,000
Assess Surge Protective Devise Functionality #27-13	3,500
Replace Smoker Oven #27-14	20,000
Replace Tilt Skillet #27-15	26,000
Purchase New Fork Life #27-16	60,000
Purchase FF&E for Building Expansion #27-17	90,000
Contingency – 10%	149,908
	$1,648,986

SECTION 12. That the staffing contained within the Budget represents the authorized Table of Organization for the City. Furthermore, the City Manager is authorized to make changes to the authorized Table of Organization provided that said changes do not authorize expenditures in excess of currently approved appropriations.

SECTION 13. That outstanding encumbrances as of the end of the 2025-26 fiscal year are hereby

authorized to be reappropriated in the 2026-27 fiscal year for the same purposes as that of the outstanding encumbrance.

SECTION 14. That the balance of unexpended funds in the following accounts in the General Fund are hereby authorized to be reappropriated in the 2026-27 fiscal year to be spent for purposes as previously authorized the City Council:

4513 Police Department Police Forfeitures

SECTION 15. That the balance of unexpended funds authorized by previous City Council action for the Community Development Block Grant and HOME Program Grant are hereby authorized to be reappropriated in the 2026-27 fiscal year to be spent for the same purposes as previously authorized by the City Council.

SECTION 16. That included in the Non-Departmental section of each of the major funds is an amount set aside for a subsequent transfer to applicable operating departments based on actual amounts incurred. These amounts may include employee pay adjustments and periodic payments of accumulated leave time for employees leaving City employment. The Finance Director is hereby authorized to transfer these appropriation amounts to applicable operating departments based on actual expenditures up to the amount designated for each purpose in the approved budget document.

SECTION 17. That the City Council periodically authorizes the acceptance of grants from various entities on behalf of City Operating Departments. Whenever the grant period does not match the City's fiscal year or when expenditures are not incurred in the same time frame as originally anticipated in the grant acceptance document, the Finance Director is hereby authorized to carryover these unexpended grant appropriations (including amounts appropriated as required City matching funds) to the 2026-27 fiscal year with these funds being limited in use for the sole purpose as designated in the original grant acceptance document as approved by prior City Council action.

SECTION 18. That unexpended Capital Budget appropriations are hereby authorized to be carried over to the 2026-27 fiscal year for the individual capital project purposes and from the funding sources as previously authorized by the City Council.

SECTION 19. That a copy of this ordinance shall be kept on file in the office of the City Clerk.

SECTION 20. That all ordinances in conflict herewith are hereby repealed.

SECTION 21. That this ordinance shall go into effect upon the date of its adoption.

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

I hereby certify that there is a balance otherwise unencumbered, to the credit of the appropriation to which the foregoing

APPROVED - FORM AND LEGALITY

_____
City Counselor

REVIEWED BY:

_____
City Manager

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

Source is: As Indicated Above

_____
Director of Finance
City of Independence, Missouri

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE ANNUAL OPERATING AND CAPITAL BUDGETS OF THE CITY OF INDEPENDENCE, MISSOURI, FOR THE FISCAL YEAR JULY 1, 2026 - JUNE 30, 2027, ESTIMATING THE REVENUES FOR SAID FISCAL YEAR; APPROPRIATING SUMS FOR THE PURPOSES STATED IN SAID BUDGET, ESTABLISHING OPERATING TRANSFERS, DESIGNATING FUND BALANCE ALLOCATIONS, ESTABLISHING THE AUTHORIZED TABLE OF ORGANIZATION, AND DESIGNATING THOSE WHO MAY MAKE A REQUISITION FOR ENCUMBRANCES AGAINST APPROPRIATIONS.

WHEREAS, in accordance with Section 8.5 of the City Charter, the City Council does hereby adopt the Budget for the 2026-27 Fiscal Year, including estimates of revenues to be received and appropriations for authorized expenditures; and,

WHEREAS, said appropriations and authorizations are not in excess of the estimate of revenues from property taxes, other authorized charges and fees and other available resources set forth in said Budget; and,

WHEREAS, the City Council has held a Public Hearing for public comment and input on June 1, 2026 for the July 1, 2026 - June 30, 2027, Proposed Annual Budget as required by Section 8.4 of the City Charter;

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

SECTION 1. That the statements and schedules hereinafter set forth are hereby adopted for the purposes as set forth in the Budget for the City of Independence, Missouri, for the fiscal year July 1, 2026 - June 30, 2027.

SECTION 2. That upon the recommendation of the City Manager and with the approval of the City Council, supplemental appropriations may be made from unappropriated fund balances. Appropriation transfers of any amounts within any specific appropriation item listed on this ordinance require only the approval of the City Manager.

SECTION 3. That the detailed estimated revenues of the City for the fiscal year July 1, 2026 - June 30, 2027, are set forth in said Budget in budget summary schedules.

SECTION 4. That the attached budget message, budget summaries, and detail of appropriation accounts are hereby made a part of this ordinance, the same as if contained herein in full.

SECTION 5. That the following statement of appropriations, designations and requisitioning authority for the departments/purpose listed below for the General Fund is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

GENERAL FUND (002) APPROPRIATIONS

Department	Requisitioning Authority	Amount
City Manager	City Manager	$1,294,699
Community Development	Community Development Director	7,957,810
Debt Service	Finance Director	1,607,300
Finance	Finance Director	658,346
Fire	Fire Chief	28,014,620
Health & Animal Services	Health & Animal Services Director	368,788
Mayor & City Council	City Manager	1,096,903
Municipal Court	Presiding Judge	1,454,121
Municipal Services	Municipal Services Director	6,492,219
Non-Departmental	City Manager	1,007,509
Parks and Recreation	Parks and Recreation Director	1,859,696
Police	Police Chief	40,219,026
Trnsfr to Capital Project Fund 057	Finance Director	280,000
Trnsfr to Animal Shelter Use Tax 010	Health & Animal Services Director	$75,000
Total		$92,386,036

SECTION 6. That the following statement of appropriations, designations, and requisitioning authority for the departments/purposes for the Special Revenue Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

TOURISM FUND (004) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Parks|Recreation|Tourism	Parks|Recreation|Tourism Director	$2,215,263
Trnsfr to Capital Project Fund 059	Finance Director	$550,000
	TOTAL TOURISM FUND	$2,765,263

STREET IMPROVEMENTS SALES TAX FUND (011) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$1,644,235
Debt Service	Finance Director	1,797,600
Trnsfr to Capital Project Fund 051	Finance Director	$17,410,055
	TOTAL STREET IMPROVEMENTS SALES TAX FUND	$20,851,890

PARK IMPROVEMENTS SALES TAX FUND (012) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Parks|Precreation|Tourism	Parks|Recreation|Tourism Director	$6,814,199
Trnsfr to Capital Project Fund 059	Finance Director	$1,360,000
	TOTAL PARK IMPROVEMENTS SALES TAX FUND	$8,174,200

STORM WATER IMPROVEMENTS SALES TAX FUND (013) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$4,352,596
Trnsfr to Capital Project Fund 058	Finance Director	$2,380,000
	TOTAL STORM WATER IMPROVEMENTS SALES TAX FUND	$6,732,596

POLICE PUBLIC SAFETY SALES TAX FUND (016) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	$4,969,044
Trnsfr to Capital Project Fund 052	Finance Director	$0
	TOTAL POLICE PUBLIC SAFETY SALES TAX FUND	$4,969,044

FIRE PUBLIC SAFETY SALES TAX FUND (017) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Fire	Fire Chief	$10,383,433
Debt Service	Finance Director	$2,978,700
Trnsfr to Capital Project Fund 053	Finance Director	$0
	TOTAL FIRE PUBLIC SAFETY SALES TAX FUND	$13,362,133

POLICE USE TAX FUND (018) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	$5,545,936
	TOTAL POLICE USE TAX FUND	$5,545,936

PROP PD SALES TAX FUND (067) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	$6,611,603
	TOTAL POLICE USE TAX FUND	$6,611,603

MARIJUANA SALES TAX FUND (065) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	$640,729
Fire	Fire Chief	$120,000
Debt Services	Director of Finance	$328,625
	TOTAL MARIJUANA SALES TAX FUND	$1,089,354

ANIMAL SHELTER USE TAX FUND (010) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Health & Animal Services	Health & Animal Services Director	$1,140,711
	TOTAL ANIMAL SHELTER USE TAX FUND	$1,140,711

HEALTH & ANIMAL SERVICES FUND (005) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Health & Animal Services	Health & Animal Services Director	$1,783,715
	TOTAL HEALTH & ANIMAL SERVICES FUND	$1,783,715

PARKS HEALTH & RECREATION LEVY FUND (007) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Parks and Recreation	Parks and Recreation Director	$2,079,102
	TOTAL PARKS HEALTH & RECREATION LEVY FUND	$2,079,102

EVENTS CENTER COMMUNITY IMPROVEMENT DISTRICT (445) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Events Center	Parks|Recreation|Tourism Director	$8,283,133
	TOTAL EVENTS CENTER IMPROVEMENT DISTRICT FUND	$8,282,133

SECTION 7. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Enterprise Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

POWER AND LIGHT FUND (020) APPRIOPRIATION

Department/Purpose	Requisitioning Authority	Amount
Power and Light	Power and Light Director	$223,356,425
Debt Service	Finance Director	$8,634,000
Trnsfr to Capital Project Fund 021	Finance Director	$41,477,400
	TOTAL POWER AND LIGHT FUND	$273,467,825

SANITARY SEWER FUND (030) APPRIOPRIATION

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$27,288,763
Debt Service	Finance Director	$6,250,000
Trnsfr to Capital Project Fund 031	Finance Director	$6,090,000
	TOTAL SANITARY SEWER FUND	$43,828,762

WATER FUND (040) APPRIOPRIATION

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$32,125,992
Debt Service	Finance Director	$2,544,000
Trnsfr to Capital Project Fund 041	Finance Director	$9,940,000
	TOTAL WATER FUND	$44,609,992

SECTION 8. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Internal Service Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

CENTRAL GARAGE FUND (090) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$3,824,128
	TOTAL CENTRAL GARAGE FUND	$3,824,128

STAYWELL HEALTH CARE FUND (091) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Staywell	Finance Director	$26,356,000
	TOTAL STAYWELL HEALTH CARE FUND	$26,356,000

WORKERS COMPENSATION FUND (092) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Workers Comp	Finance Director	$5,172,597
	TOTAL WORKERS COMPENSATION FUND	$5,172,597

RISK MANAGEMENT FUND (093) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Risk Management	Finance Director	$5,917,000
	TOTAL RISK MANAGEMENT FUND	$5,917,000

ENTERPRISE RESOURCE PLANNING FUND (095) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
ERP	Finance Director	$15,800,741
Trnsfr to Capital Projects 096	Finance Director	$1,134,500
	TOTAL ENTERPRISE RESOURCE PLANNING FUND	$16,935,241

SECTION 9. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Special District Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

EVENTS CENTER APPROPRIATIONS (045)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$6,353,000
	TOTAL EVENTS CENTER APPROPRIATIONS	$6,353,000

SECTION 10. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Tax Increment Financing Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

SANTA FE TIF (108)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$539,600
	TOTAL SANTA FE TIF	$539,600

CRACKERNECK CREEK TIF (118)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$6,487,000
	TOTAL CRACKERNECK CREEK TIF	$6,487,000

CENTERPOINT TIF (122)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$5,635,100
	TOTAL CENTERPOINT TIF	$5,635,100

TIF SUPPLEMENTAL FUND (195)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$5,000
	TOTAL TIF SUPPLEMENTAL FUND	$5,000

SECTION 11. That the following statement of appropriations, designations and requisitioning authority for the Capital Improvement Projects Budget listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations. Upon completion of any capital improvement project, and after all related obligations have been satisfied, any remaining unencumbered appropriation balance may be transferred to another authorized capital improvement project with approval of the City Manager or designee.

STREET IMPROVEMENTS CAPITAL FUND (051)

Project Name	Amount
112504 - Dump Truck	$325,000.00
112410 - Springbranch Garage Complex	280,000.00
112201 - Pavement Preventative Maintenance Operations	4,600,000.00
112203 - Emergency Transportation Projects	250,000.00
112501 - Fairmount Loop Trail	900,000.00
112502 - Bridge Program	150,000.00
112503 - Sidewalks Program	100,000.00
112601 - 23rd St Safety & Mobility Improvements	1,000,000.00
112602 - Traffic System Improvements	$120,000.00
112603 - Englewood Roundabout & Winner Road Upgrades	4,427,789.00
FY 26 projected expenses	$0.00
112401 - Truman Connected Phase 2	4,907,266.00
112702 - 44th Street Traffic Calming/Sidewalks	100,000.00
112703 - ADA Compliance Program - Streets	250,000.00
	$17,410,055

PARK IMPROVEMENTS CAPITAL FUND (059)

Project Name	Amount
TMB Roof Replacement	$550,000
Playground Revitalization	800,000
Toro 5900 Mower	125,000
Palmer Center Roof	115,000
George Asphalt Work	150,000
	$1,910,000

BUILDINGS AND OTHER IMPROVEMENTS CAPITAL FUND (057)

Project Name	Amount
Springbranch Garage Complex	$280,000
	$280,000

STORMWATER IMPROVEMENT CAPITAL FUND (058)

Project Name	Amount
132701 - Hydrovac Truck	$300,000
132410 - Springbranch Garage Complex	280,000
130508 - Trenchless Technologies	100,000
131802 - Emergency Projects	500,000
132501 - Bundschu Regional Detention Basin	1,000,000
132702 - Rock Creek Tributary	200,000
	$2,380,000

POWER & LIGHT CAPITAL FUND (021)

Project Name	Amount
Substation Fiber Optic Network Equip. Replacement	$100,000
Traffic Signal Detection Systems	150,000
Construction of a New Substation S - Phase I 69/13 kV Station	6,500,000
Construct New Transmission Sys to Serve New Sub S	500,000
Service Center Upgrades	500,000
161 kV Line Terminal & Control Building at Sub A	4,800,000
Replace 4 - 100 MVA 161/69kV Substation Transformers.	4,000,000
DAQ IOE3 Remote Terminal Unit Upgrade (NERC CIP Compliance & EPL)	100,000
Sub R Country Meadows New 13 kV Feeder	1,000,000
SCADA EMS Software Upgrade 2027	425,000
161 kV Line Terminal at Sub M	4,000,000
H-6 Combustion Turbine Inspection	1,600,000
Sub H 69/13 kV Rebuild	500,000
Emergency Replacement of Transmission Poles	250,000
Advanced Utility Systems – CIS Infinity Upgrade to V5	500,000
Emergent Maintenance Production	532,400
Substation & Transmission Upgrade & Replacement	265,000
T&D Road Improvement Projects	500,000
T&D System Improvements	500,000
Desert Storm Switchgear Cabinets	250,000
Substation Modeling	100,000
Fleet Vehicle & Equipment 10 Year Replacements	450,000
AMI	8,000,000
Transmission Pole Replacement Program	$300,000
Sub H Gas Compressors	2,000,000
H-5 Radiator Replacement	100,000
Sub-I Generator Protection Relays	130,000
161 kV Line Terminal at Sub A/Blue Valley	500,000
161 kV Line Terminal at Blue Mills	500,000
Joint Use Audit	2,000,000
Sub E to Sub B 69kV Line	150,000
Hypervisor Upgrade	150,000
Fiber Optic Network	125,000
	23,899,000
	$41,477,400

SANITARY SEWER CAPITAL FUND (031)

Project Name	Amount
302701 - Hydrovac Truck	$300,000
302410 - Springbranch Garage Complex	2,140,000
9757 - Trenchless Technology	650,000
302004 - Neighborhood Projects	250,000
302601 - Golden Acres Sanitary Sewer Improvements	250,000
302602 - 24th & Scott	100,000
302604 - Lateral Reroute and Replacement Program	100,000
302301 - Sludge Thickening Process Improvements	500,000
302203 - Sanitary Sewer Main Relocations from Streambanks	250,000
302702 - Switch Gear Installation RCTP, RCPS, SCPS	120,000

302703 - Motor Control Center Upgrades	750,000
302704 - Primary Thickener Basin and Mixing Basin Replacement	200,000
302705 - Aeration Basin Diffuser Replacement	150,000
302706 - Pump Station Improvements	330,000
	$6,090,000

WATER CAPITAL FUND (041)

Project Name	Amount
402410 - Springbranch Garage Complex	$2,140,000.00
9749 - Main Replacement Program	2,000,000.00
401003 - Future Prod Wells	1,750,000.00
401703 - Maintenance Building at CBP	200,000.00
402602 - CBP Operation Building Upgrades	250,000.00
402603 - CBP Valve Improvements	250,000.00
402605 - Service Line Upgrades	1,000,000.00
401402 - Lagoon Cleanout	250,000.00
402207 - CB Electrical Switchgear Improvements	100,000.00
402609 - Advanced Metering Infrastructure (AMI)	500,000.00
402701 - Paint Wests Washwater Tower	1,000,000.00
402702 - Slaker #4 Replacement	500,000.00
	$9,940,000

EVENTS CENTER CAPITAL FUND (046)

Project Name	Amount
Annual Landscaping Improvements #27-1	35,000
Annual Concrete Repairs #27-2	100,000
Purchase Ice Deck 15 Sheets #27-3	5,158
Annual Ice Plant Maintenance #27-4	112,761
Remodel Craft Beverage Corner #27-5	106,709
Add Backside to Monument Sign #27-6	70,000
Replace Parking Lot LED signs #27-7	67,550
Add Additional LED Parking Lot Lights #27-8	32,400
Community Ice Improvements #27-9	100,000
Replace Remaining RTUs #27-10	540,000
Rebuild Bowl Exhaust Fans #27-11	40,000
Replace Walk-In Refrigerator and Freezer AC Unit #27-12	90,000
Assess Surge Protective Devise Functionality #27-13	3,500
Replace Smoker Oven #27-14	20,000
Replace Tilt Skillet #27-15	26,000
Purchase New Fork Life #27-16	60,000
Purchase FF&E for Building Expansion #27-17	90,000
Contingency – 10%	149,908
	$1,648,986

SECTION 12. That the staffing contained within the Budget represents the authorized Table of Organization for the City. Furthermore, the City Manager is authorized to make changes to the authorized Table of Organization provided that said changes do not authorize expenditures in excess of currently approved appropriations.

SECTION 13. That outstanding encumbrances as of the end of the 2025-26 fiscal year are hereby authorized to be reappropriated in the 2026-27 fiscal year for the same purposes as that of the outstanding encumbrance.

SECTION 14. That the balance of unexpended funds in the following accounts in the General Fund are hereby authorized to be reappropriated in the 2026-27 fiscal year to be spent for purposes as previously authorized the City Council:

4513 Police Department Police Forfeitures

SECTION 15. That the balance of unexpended funds authorized by previous City Council action for the Community Development Block Grant and HOME Program Grant are hereby authorized to be reappropriated in the 2026-27 fiscal year to be spent for the same purposes as previously authorized by the City Council.

SECTION 16. That included in the Non-Departmental section of each of the major funds is an amount set aside for a subsequent transfer to applicable operating departments based on actual amounts incurred. These amounts may include employee pay adjustments and periodic payments of accumulated leave time for employees leaving City employment. The Finance Director is hereby authorized to transfer these appropriation amounts to applicable operating departments based on actual expenditures up to the amount designated for each purpose in the approved budget document.

SECTION 17. That the City Council periodically authorizes the acceptance of grants from various entities on behalf of City Operating Departments. Whenever the grant period does not match the City's fiscal year or when expenditures are not incurred in the same time frame as originally anticipated in the grant acceptance document, the Finance Director is hereby authorized to carryover these unexpended grant appropriations (including amounts appropriated as required City matching funds) to the 2026-27 fiscal year with these funds being limited in use for the sole purpose as designated in the original grant acceptance document as approved by prior City Council action.

SECTION 18. That unexpended Capital Budget appropriations are hereby authorized to be carried over to the 2026-27 fiscal year for the individual capital project purposes and from the funding sources as previously authorized by the City Council.

SECTION 19. That a copy of this ordinance shall be kept on file in the office of the City Clerk.

SECTION 20. That all ordinances in conflict herewith are hereby repealed.

SECTION 21. That this ordinance shall go into effect upon the date of its adoption.

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

I hereby certify that there is a balance otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the

treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

_____
City Counselor

REVIEWED BY:

Source is: As Indicated Above

_____
City Manager

_____
Director of Finance
City of Independence, Missouri

CITY OF INDEPENDENCE

PROPOSED BUDGET

Fiscal Year 2026-27

Table of Contents

GFOA Award . . . 5
Proposed Budget . . . 6
Transmittal Letter . . . 7
Budget in Brief . . . 9
City of Independence Action Plan . . . 19
Mayor & City Council . . . 25
Budget Guide . . . 27
Budget Process and Calendar . . . 28
About the City . . . 30
Statistical Information . . . 32
Fund Summary . . . 36
Fund and Department Relationships . . . 39
All Funds by Expenditure . . . 40
Expenditures by Department . . . 42
Expenditures by Fund and Fund Type . . . 44
Revenue by Fund and Fund Type . . . 46
Funds by Revenue Category . . . 48
General Fund Summary . . . 50
Tourism (004) . . . 52
Health & Animal Levy (005) . . . 53
Parks Health & Recreation Levy (007) . . . 54
Com. Dev Block Grant (008) . . . 56
HOME (009) . . . 57
Animal Shelter Use Tax (010) . . . 58
Street Improvements Sales Tax (011) . . . 59
Parks Improvement Sales Tax (012) . . . 61
Stormwater Sales Tax (013) . . . 63
Grants (015) . . . 65
Police Public Safety Sales Tax (016) . . . 66
Fire Protection Sales Tax (017) . . . 68
Police Use Tax (018) . . . 69
Marijuana Sales Tax Fund (065) . . . 70
Prop PD Sales Tax (067) . . . 71
Power & Light (020) . . . 72
Power & Light Capital (021) . . . 74
Sanitary Sewer (030) . . . 75
Sanitary Sewer Capital (031) . . . 77
Water (040) . . . 78
Water Capital (041) . . . 80
Central Garage Fund (090) . . . 81
Staywell Health Fund (091) . . . 82
Workers' Comp Fund (092) . . . 83
Risk Management Fund (093) . . . 84
ERP Fund (095) . . . 85
ERP Capital Fund (096) . . . 86

Street Improvements Fund (051) . . . 87
Police Improvements Fund (052) . . . 88
Fire Improvements Fund (053) . . . 89
GO Bond (054) . . . 90
Bldgs and Other Improv Fund (057) . . . 91
Storm Drainage Improv Fund (058) . . . 92
Park Improvements Fund (059) . . . 93
Full-Time Equivalent Employees . . . 94
Crackerneck Creek Bass Pro TIF . . . 95
HCA Centerpoint TIF . . . 96
Santa Fe TIF . . . 97
TIF Supplemental Fund . . . 98
General Obligation Bond . . . 99
Community Services . . . 100
Community Development . . . 101
Community Development . . . 102
Parks & Recreation . . . 110
Parks & Recreation . . . 111
Capital Projects (059) . . . 122
Health & Animal Services . . . 123
Health & Animal Services . . . 124
Internal Services . . . 129
Communications . . . 130
Communications . . . 131
Human Resources . . . 134
Human Resources . . . 135
Finance . . . 140
Finance . . . 141
Technology Services . . . 148
Technology Services . . . 149
Law . . . 154
Policy & Leadership . . . 155
Offices of the Mayor and City Council . . . 156
Offices of the Mayor and City Council . . . 157
Office of the City Manager . . . 160
Office of the City Manager . . . 161
Public Safety . . . 166
Municipal Court . . . 167
Municipal Court . . . 168
Fire . . . 171
Fire . . . 172
Capital Improvements (053) . . . 179
Police . . . 180
Police . . . 181
Capital Improvements (052) . . . 192
Municipal Services . . . 193
Municipal Services . . . 194
Municipal Services Capital Projects . . . 202

Municipal Services Debt . . . 204
Power & Light . . . 205
Power & Light . . . 206
Capital Projects (021) . . . 216
Debt (020) . . . 218
General Fund Non-Departmental . . . 219
Staywell Health Fund . . . 220
Appendix - Capital Outlay . . . 221
Resource Requests . . . 223
Budget Procedures and Policies . . . 225
Financial Policies . . . 229
Glossary . . . 238

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Independence
Missouri

For the Fiscal Year Beginning

July 01, 2025

Distinguished Budget Presentation Award

The Government Finance Officers Association of the United States and Canada (GFOA) presented an award for Distinguished Budget Presentation to the City of Independence for its annual budget for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan and as a communications device.

This award is valid for a period of one year only. The City believes that its FY 2026-2027 Budget continues to conform to program requirements and will be submitting the adopted version to GFOA to determine its eligibility for the Distinguished Budget Presentation Award.

CITY OF INDEPENDENCE
PROPOSED ANNUAL OPERATING AND CAPITAL BUDGET
FISCAL YEAR 2026 - 2027

CITY MANAGER
TROY ANDERSON

PREPARED BY:
FINANCE DEPARTMENT

MELISSA CABRERA, DIRECTOR
ALEX MORGAN, BUDGET MANAGER
MALYIAH FINCH, BUDGET ANALYST

Special thanks to the Department of Municipal Services Finance staff and the Office of Communications for their assistance.

May 11, 2026

Honorable Mayor and City Council:

I am pleased to present to you and the residents of Independence a proposed budget for Fiscal Year 2027. The budget totals $531,240,876, including a General Fund of $92,386,036, and is balanced as required by law.

The coming year is an important moment in time for Independence. Cities across the country are facing increasingly complex financial conditions. While the city has made progress in recent years to address structural imbalances, we continue to encounter fiscal pressures, including slow or flat growth in sales tax revenue and uncertainty around property tax revenues. At the same time, recent development decisions position the City for future revenue growth, offering both opportunity and heightened expectations for the way we plan, communicate, and deliver services.

Developing the 2027 Proposed Budget

The FY 2026-27 Proposed Budget was guided by three primary factors. First, the 2024-2027 Strategic Plan adopted by the Independence City Council in November 2024. The Strategic Plan strives to build vibrant community through service and leadership and is framed by six strategic imperatives:

- **An Engaged Community**. We foster a culture of engagement and civic leadership based on innovation and best practices involving community members of all backgrounds and perspectives.
- **An Innovative Economy**. We grow a diversified and innovative economy leveraging our community amenities, skilled and creative people, and educational resources to generate economic opportunities.
- **A Safe, Welcoming Community**. We embrace a safe, healthy, welcoming, and inclusive community.
- **A Well-Planned City**. We consistently improve our community's appearance and quality of life as it grows and changes, honoring our unique history and sense of place as we plan for a livable, affordable, more connected city.
- **A Financially Sustainable Organization**. We create long-term financial stability by using equitable and sustainable sources of funding for City services, and we deliver them in a lean and efficient manner.
- **A High-Performance Organization.** We operate as an ethical, high-performance organization anticipating future needs, utilizing best practices, and striving for continuous improvement.

Second, input from the Community Budget Survey and other informal resident feedback. In this next fiscal year, the City will expand efforts to develop a more comprehensive resident engagement process to better ensure alignment with community priorities.

Third, a financial forecast—focused primarily on the General Fund-- provided an early financial assessment and identified significant issues we should aim to address in the budget process. The initial forecast was later revised to reflect an increase in anticipated Payments in Lieu of Taxes (PILOT) revenue in FY2026-27. As a result, for the first time in several years, the proposed budget did not begin with a General Fund deficit requiring reductions or resource reallocations. However, this additional revenue provides only a temporary solution to growing expenditure pressures. The City will ultimately need to determine how best to use the anticipated influx of revenue in a way that addresses long-term structural challenges, reverses underinvestment, and creates more sustainable funding streams for the future.

Allocation of Resources

Together, these guiding factors shaped both overall direction and key decisions with the proposed budget. Our approach focuses on maintaining core services while making targeted investments in under-resourced areas and strengthening the City's long-term financial position. This approach is reflected in the way resources are aligned with the City's strategic priorities.

An Engaged Community: As previously mentioned, the City plans to expand efforts to foster more community engagement in the next fiscal year. Although no substantial new funding is being dedicated solely for this purpose, the City is leveraging and redirecting

existing resources and some of the proposed new resources toward this effort.

An Innovative Economy: Residents have consistently expressed a desire for economic development that produces clear, tangible benefits. This budget works to build a stronger foundation to support long-term economic growth while better leveraging existing community assets. The proposed budget includes $52 million in purchased power for Independence Power and Light (which is completely offset by increased revenue) which we forecast will contribute to increased revenues this in the FY2026-27 fiscal year and in future years. Additionally, a new position in the Parks Department will focus on identifying grants, partnerships, and sponsorships to better leverage existing community resources while looking for ways to build and capitalize on new ones.

A Safe, Welcoming Community: Public Safety concerns continue to be high priority for residents. Survey feedback indicates that these concerns extend beyond police and fire services to include broader issues such as neighborhood conditions, homelessness, and overall community stability.

The proposed budget approaches public safety from a comprehensive perspective. Investments include adding a new Building Inspector position, an administrative assistant to support the City Prosecutor, resources to support Animal Shelter needs, and funding for increased abatements. These additions are intended to support the safety of neighborhoods, businesses, and the city at large and to address under underlying conditions that may impact safety.

While it is imperative that we recognize the need to control public safety costs, investing strategically in core public safety services remains essential. To that end the proposed budget increases the General Fund contribution to Police and Fire's budgets by $2.9 million and $2 million respectively. The budget also includes added funds for Police equipment, building rent and maintenance, and contracts in the amount of $2.3 million, as well as resources to purchase a new CAD to CAD interface, fire hose testing service, and to add an additional Deputy Chief for Fire.

A Well-Planned City: A well-planned city enhances quality of life for its residents and works to improve the community's appearance and functionality. The proposed budget includes additional funding to maintain current transportation services and increases funding for cemetery overtime to ensure continued upkeep of these meaningful community spaces.

A Financially Sustainable Organization: Building financial stability is a key component of this budget. In addition to managing current resources responsibly, this budget includes targeted investments to strengthen internal capacity in key areas such as facilities and financial management, which have been under-resourced for the last several years. These additions are intended to improve long-term planning, enhance operational resilience, and position the City to respond more effectively to future challenges.

A High-Performance Organization: A stronger organization results in consistent and effective services for the community. This budget includes investments in staff development, operational support, and risk management, including a Learning & Development Specialist, Assistant Customer Service Manager, Cyber Security Manager, and funding for safety and compliance programs. These investments are designed to improve service delivery while reducing long-term costs and liabilities.

Conclusion

The 2027 proposed budget reflects a practical approach to managing current demands while preparing for future opportunities. As a newcomer to Independence, I approach this through the lens of "Show Me Independence". With increased visibility—from both our residents and global visitors coming for the World Cup—this means demonstrating how we make decisions and invest our resources to serve the community, ultimately showcasing the best of Independence.

I would like to thank the Council for its leadership and guidance throughout the budget process. I also want to thank our employees, who remain committed to delivering excellence for our residents every day. The staff and I look forward to discussing the organization's needs and our approach to fiscal sustainability, while working with you to adopt a budget that reflects your vision for this community and its government.

Respectfully submitted,

Troy Anderson

City Manager

Budget in Brief

GENERAL FUND OVERVIEW

The General Fund supports most basic City services including Police, Fire, Community Development, and Municipal Services. General Fund services are primarily supported by taxes and Payments In Lieu of Taxes (PILOTS). Total revenues for the General Fund in the Fiscal Year 2026-27 Proposed Budget are $92,386,036 which is a year over year increase of $4,715,257from 2025-26 Forecasted Revenues and a $9.0M increase from FY2024-25 Actuals. The increase is primarily due to increased revenue from PILOTS associated with new economic development projects and from licenses and permits, as growth in tax receipts is minimal. Revenue sources and performance over the previous two years are outlined in the table below:

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed	% Difference (Estimated 25-26 to Proposed 26-27)
Revenue				
Taxes	29,540,692	30,338,650	30,716,000	1.24%
PILOTS	22,658,996	22,700,000	26,804,612	18.08%
Other Revenue	783,684	632,355	153,000	-75.80%
Licenses and Permits	5,543,479	6,389,358	6,743,900	5.55%
Investment Income	531,117	391,000	280,000	-28.39%
Intergovernmental	7,857,059	7,604,000	7,745,000	1.85%
Interfund Charges	3,403,231	5,573,875	5,609,877	0.65%
Franchise Fees	7,887,333	7,620,000	8,825,000	15.81%
Fines and Forfeitures	2,348,660	2,300,000	1,906,000	-17.13%
Charges for Services	2,867,732	3,614,704	3,602,647	-0.33%
Grand Total	**83,421,984**	**87,163,942**	**92,386,036**	**5.99%**

Total expenditures for the General Fund are $92,386,036 with $249,000 projected to be added to the reserve balance. This represents an increase of $5.4M from 2025-26 forecasted expenditures. Growth in General Fund expenditures is largely driven by increased costs of providing existing services, growth in liability obligations, and costs associated with providing increased service levels. The City is proposing to add the following resources to the General Fund operating budget this year:

- Additional $2.9 M for Police
- Additional $2M for Fire, including funding to reclassify an existing position into a second Deputy Chief position. This position will supervise the Operations Division of the Fire Department. Also includes funding to support compensation increases for non-represented Chief Officers.
- A 3% across-the-board wage increase for non-represented employees. As of March 2026, the Consumer Price Index for All Urban Consumers (CPI-U) in the Midwest region rose by 3.4% over the previous 12 months. This moderate increase for staff helps keep up with the rising cost of living.
- Funding for the collectively bargained wage increases with each of the City's seven bargaining units.
- An additional $143,000 to maintain current public transportation services.
- Funding to authorize the following new positions:

  - A new Administrative Assistant position to support the City Prosecutor, improving the efficiency and service delivery capability of that office.
  - An additional Building Inspector position to conduct inspections for new, remodeled, and/or repaired building ensuring code compliance and providing for safer structures throughout the community. The Community Development department anticipates that it will be unable to keep up with the demand for current inspections in FY2026-27 based on current utilization -- the department has seen permit intake and inspections double in the last five years with no additional staff added.
  - Additional custodians (2). The City currently has a mixture of staff custodians and custodial services provided through a third-party contract. Shifting funds from the contracted service to add additional "in-house" custodians ensures better quality control, training, and consistent oversight. These positions will predominantly service the Palmer Center, Sermon Center, and IPL's Service Center and Plant.
- An additional $75,000 to replace the artificial turf at the Animal Shelter and funding to support Animal Shelter overtime costs. Typically, Animal Shelter's expenses are funded through the Health & Animal Levy and through occasional grants and donations received. However, the available funding was not sufficient to cover these additional needs.
- An additional $60,000 to support more property abatements in the Community Development department. The funds provided for this much needed service in FY2025-26 were completely utilized by February of this year. Additional funds in FY2026-27 will allow for more remediation of trash accumulation, overgrown grass, and weed violations which helps maintain neighborhood health, safety, and aesthetic standards.
- Funding to cover additional overtime costs for:
  - Facility Maintenance - caring properly for City facilities protects the City's assets, extends their useful life, and strong value to residents by avoiding more significant and costly repairs over time.
  - Cemetery Maintenance - this helps preserve a dignified and well-kept space for reflection and remembrance and protects a valued community space.
- $490,000 is held in contingency to offset the potential financial impact of continued property tax revenue claw backs from Jackson County, which pose a risk to current revenue projections.

The graphic below is a visual representation of how each dollar is spent between city departments in the General Fund:

A cornerstone of last year's budget was the strategic reallocation of public safety costs, which shifted the Fire and Police Department budgets out of the General Fund into separate dedicated funds.

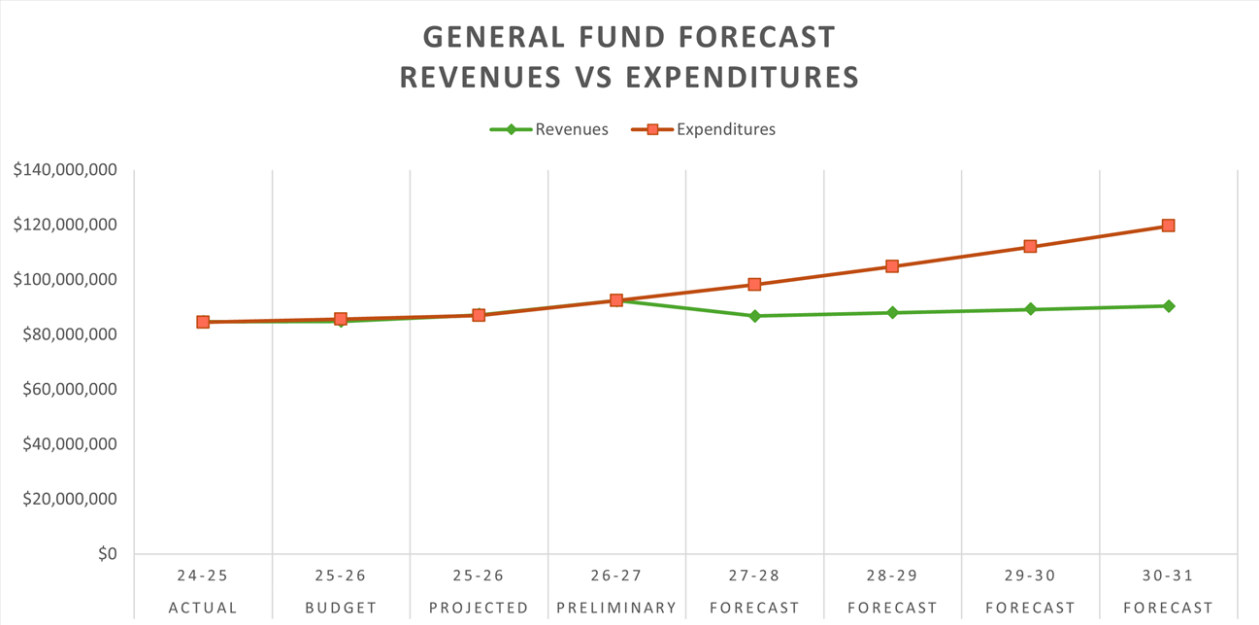
For FY2026-27, the proposed budget returns the Fire and Police Department budgets to the General Fund. This change reflects the City Manager's preference for a different accounting and financial management structure that closely aligns with the City's long-term organizational and financial planning goals. Returning these departments to the General Fund also reestablishes the General Fund as the City's primary operating framework for core governmental services.

Importantly, this adjustment is not a reduction in the City's commitment to public safety, nor does it change the level of operational support provided to either department. Instead, it serves as a foundational step toward broader long-term financial planning initiatives and future organizational strategies currently under development.

General Fund Forecast

The chart below illustrates the growing structural imbalance between expenditures (the cost of maintaining current City operations and service levels) and revenues (the resources available to fund those operations) under a scenario in which the City does not receive the anticipated increase in PILOT revenues over the next five years. The forecast assumes that all other major revenue sources continue to experience only modest growth, while expenditures rise steadily due to inflationary pressures, personnel costs, contractual obligations, and ongoing operational demands. Under this scenario, expenditures begin to outpace revenues immediately, and the gap widens significantly over time.

While the City anticipates receiving substantial additional PILOT revenues in future years, this forecast demonstrates that those revenues alone will not fully resolve the City's long-term structural financial pressures. Even an increase of approximately $30–$55 million over the next four to five years could have the impact of that windfall diminished relatively quickly simply by sustaining current service levels and meeting ongoing operational cost increases. This underscores the importance of using future PILOT revenues strategically — not only to stabilize current finances and address immediate budgetary pressures, but also to invest in initiatives, infrastructure, and economic development opportunities that strengthen and diversify the City's long-term revenue base.



General Fund Forecast Revenues vs Expenditures - *Revenue is shown as increasing in FY26-27 and then decreasing in FY27-28 because this forecast factors in known contractual revenue increases associated with PILOTS for FY26-27. To show the impact to the City without PILOT growth in future years, FY26-27 is the only year that shows any significant PILOT revenue increase.

HEALTH & ANIMAL SERVICES FUNDS

The Health & Animal Levy and the Animal Shelter Use Tax provide the continued funding for baseline public health services in Independence and forms the budget of the Health and Animal Services Department. Revenues for the department from the Health Levy and Animal Shelter Use Tax remain steady, but any growth in revenue is typically outpaced by growth in expenditures with the department forced to draw down on fund balance each year.

Additionally, the department's health programs rely primarily on federal and state grants. In FY2025-26 there has been uncertainty around the continuation and cancellation of certain grants, particularly those from the federal government. If these grants were to be lost and an alternative funding source unable to be substituted, the amount of funding received from the levy would not be sufficient to sustain this portion of the department's expenditures.

One operational change of note is that the Animal Services (Animal Control) program which shifted to the Police Department at the start of FY2025-26 has since been moved back under the umbrella of Health & Animal Services.

Neither the Health Levy nor the Use Tax is able to support additional resources in FY2026-27. As a result, the proposed budget includes two supplements for Health & Animal Services from alternate revenue streams.

1) $75,000 will be transferred from the General Fund to the Animal Shelter Use Tax Fund to provide funding for the following:

- Replacement of the artificial turf for the shelter yards at the Animal Shelter. The current turf has surpassed its standard life expectancy of ten years and eventually the State of Missouri will require it to be replaced for health and safety reasons.
- Increased overtime needs at the Animal Shelter. The shelter currently operates with between 3-4 animal care technicians per day. An external assessment of the shelter conducted in September 2025 recommended increasing to 9-10 animal care technicians per day to help maintain No-Kill Shelter status by adequately caring for the animals, providing enrichment to them, and providing behavioral training for those that become stressed in the shelter environment. Funds are not available to staff at these levels at this time, but additional overtime funds to ensure shifts are covered provides an intermediary solution.

2) Funding is included from the Opioid Settlement Fund to continue supporting the Alternative Response for Community Health (ARCH) Program. This program is an interdepartmental collaboration between Health & Animal Services and the Fire Department. It provides a 911 community response unit designed to place community paramedics with clinical social workers, responding to 911 requests alongside and sometimes in place of traditional first responders when appropriate. There may be an opportunity in

FY2026-27 to recover some of the costs of this program through the State, prolonging the resources available in the Opioid Settlement Fund and creating a more sustainable funding arrangement for this program.

PARKS, RECREATION, & TOURISM FUNDS

The Parks Health and Recreation Levy, Parks Improvement Sales Tax Fund, and Tourism Fund support the operations of the Independence Parks and Recreation Department. This department seeks to provide quality leisure, recreational, and educational opportunities in clean, well-maintained facilities for residents and visitors of Independence. These individual revenue streams are outlined further below:

- Parks Improvement Sales Tax Fund – ¼ cent retail sales tax and additional revenues from the Proposition “P” waterfall provision.
- Parks Health & Recreation Levy – a tax collected against real estate and split between Parks and Recreation and the Health & Animal Services Fund.
- Tourism Fund – collected on the charges for transient guests of hotels, motels, bed and breakfast inns, campgrounds, and short-term rentals.

As the parks funds are special revenues, the City’s policy is for each fund to meet a reserve requirement between 5- 16% of revenues. As of the 2026-27 budget, the Tourism, Parks Improvement Sales Tax and Parks & Recreation Levy are projected to meet required reserves. However, Parks and Recreation funds are facing a structural imbalance that impedes the long-term fiscal sustainability of current levels of operation and service and will likely require a solution to address this issue within the next two years.

Current operating costs are not sustainable given higher personnel service costs, inflationary expenditure costs, unbudgeted operating expenditures, and increasing shared service costs. The new Parks & Recreation Master Plan outlines just how under-resourced this department is, and the level of financial investment needed to offer services and community spaces similar to cities of comparable size and income level. Current capital project costs for the Park Improvement Sales Tax Fund and the Tourism Fund are also not sustainable for the long term. Additional revenue streams are needed.

Despite these challenges, the submitted budget includes several program enhancements from these funds to meet the needs and expectations of the community. These include:

- Supporting the newly established Independence Convention & Visitors Bureau through the allocation of operating funds from the Tourism Fund to that entity.
- Funds to authorize a new Grants, Alliance, Partnerships, and Sponsorships (GAPS) position dedicated to securing additional external funding opportunities. Not only does this have the potential to generate much-needed revenue for the department, but it may also encourage increased community involvement and support for the Parks system.

Additionally, as previously mentioned under the General Fund overview section, two additional resources are proposed to support Parks and Recreation operations, just not through these dedicated funding streams. Funds to cover increased overtime needs for both facilities and cemetery maintenance are allocated in the General Fund.

USE TAX FUNDS OVERVIEW

Estimated revenues in the Fiscal Year 2026-27 Proposed Budget from the Use Tax are outlined in the table below. Voters approved amended Use-Tax ballot language in November 2021 to support expanded applications of the Use Tax. FY 2026-27 Budgeted amounts are based on a 4% growth over FY 2025-26 projected amounts. Per the ordinance language, both the Animal Shelter and Police will see a growth rate of 2.12% based on the Consumer Price Index.

Use Tax Receipts

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Shelter Use Tax (010)	893,000	911,000	928,000
Police Use Tax (018)	4,683,000	4,782,000	4,875,000
Grand Total	**5,576,000**	**5,693,000**	**5,803,000**

Waterfall

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Protection Sales Tax (017)	928,539	946,785	1,154,000
General (002)	1,857,080	2,350,000	2,308,000
Parks Improvement Sales Tax (012)	464,325	560,473	577,000
Police Public Safety Sales Tax (016)	232,162	280,236	288,000
Prop PD Sales Tax (067)	569,046	560,473	577,000
Stormwater Sales Tax (013)	464,325	560,473	577,000
Street Improvements Sales Tax (011)	928,539	1,120,945	1,154,000
Grand Total	**5,444,015**	**6,379,385**	**6,635,000**

INTERNAL SERVICES FUND OVERVIEW

The Internal Services Fund for the City of Independence is an accounting mechanism used to centralize and allocate the costs of shared support services provided internally to various city departments. This fund operates as an internal cost-recovery tool, enabling the City to efficiently manage resources, promote accountability, and ensure equitable distribution of expenses across departments. Departments utilizing these services are charged based on usage metrics, such as vehicle count, square footage, or service request volume, depending on the service provided. These internal charges ensure transparency and allow for more accurate cost tracking within departmental budgets.

This proposed budget invests in internal service departments to strength the systems and support structures that enable all City operations, improve efficiency, service delivery, and long-term organizational performance--while also reducing operational and compliance risks, particularly where past underinvestment has created gaps. Changes in the Internal Services Fund for FY2026-27 include:

- $40,000 to provide an initial operating budget for the safety and compliance program to address needs of worker safety and health programs.
- $805,491 to authorize the following new positions:
    - A Help Desk Team Supervisor - this position is the first step to bringing help desk services back in-house, providing better and more accessible service to other departments, and it will also enable existing managers and supervisors to focus on their existing functional areas and not over-extend and dilute the resources we currently have.
    - A Learning and Development Specialist - this position would focus on continuous learning and development for all City staff, helping to better align staff's capabilities with public service goals. Additionally, this position can be utilized to meet safety and risk related goals and objectives for staff.
    - Procurement Specialist II - Utilities - this position would support the procurement team to handle the increasing volume, complexity, and compliance requirements of public sector purchasing activities, specifically pertaining to Utilities. It will ensure that taxpayer funds are spent efficiently and transparently through fair and compliance procurement processes, which ultimately supports the timely delivery of community projects and services, while promoting local business participation and enhancing public trust in governmental financial stewardship.
    - Budget Analyst I - the position would increase the ability of the budget team to improve financial forecasting and expenditure oversight, improve cross-departmental coordination and performance tracking, and support more proactive, transparent, and sustainable financial planning for the City's increasingly complex budget.
    - Accountant I - Public Held Assets & Grants - this position would help the finance department navigate the increasing complexity and compliance requirements associated with publicly held assets, grant accounting, and financial reporting. It will ensure that funds and assets are properly accounted for and safeguarded and will help strengthen long-term financial management.
    - Accounting Manager - this position would be dedicated to treasury management and investment oversight. It will strengthen cash flow forecasting, debt compliance, banking relationships, and investment strategies to safeguard public funds and maximize returns in accordance with City policy and Missouri statutes.
    - Cyber Security Supervisor - this position would provide supervision and strategic direction to the cyber security team--alleviating pressure on other managers currently juggling this task with regular workload--and will be actively involved in configuring security tools to combat the ever-changing threat landscape, lowering the risk level to the City. Any downtime or data loss due to a cyber event would not only cost the City in lost productivity and service delivery but would also be a loss in reputation and overall trust and security.
- $1.34 million in capital expenditures for the Technology Services Department, including $625,000 for internal server infrastructure replacement costs, $262,000 for checkpoint security tools, and $247,000 for the Arctic Wolf Security Operations Center. The Security Operations Center is a critical component of Arctic Wolf's cyber security services. It functions as a centralized facility staffed 24/7 by security experts who monitor, detect, investigate, and respond to cyber security threats on behalf of their clients.

SALES TAX FUNDS OVERVIEW

In addition to the Use Tax, the City of Independence administers seven additional voter-approved sales taxes. Like all City funds, these continue to experience the pressure of increasing costs to support their intended uses against limited growth.

Fire Protection Sales Tax:

This tax is a one-half cent tax approved by voters in November 2021. Funds may be used to support fire department operations, including hiring additional fire personnel, and the costs associated with them, and to fund capital improvements such as the replacement and maintenance of fire stations, apparatus, and lifesaving equipment. Changes/additions to the fund in the proposed budget include:

- Funding to support pay increase for represented personnel in accordance with the new collective bargaining agreement.
- Beginning in FY2026-27, this fund will return to containing only dedicated special revenues and will no longer include transfers from the General Fund.

Police Public Safety Sales Tax Changes and Use Tax:

These are a sales tax and use tax approved by voters for the purpose of supporting the Police Department. The funds can be utilized for police equipment and capital (Sales Tax) and for additional police officers and their associated costs (Use Tax). Changes/additions to the fund in the proposed budget include:

- $858,000 for one-time unbudgeted increase to the AXON (body-cameras) contract.
- $178,907 for replacement of current issue handguns which are nearing the end of their expected lifecycle.
- $450,000 for the replacement of vehicles.
- $28,000 for (7) Starchase units, a high-speed pursuit alternative device capable of tracking a fleeing vehicle via GPS.
- $156,600 for the replacement of in-car radios.

Street Improvement Sales Tax:

This tax is a voter approved one-half of one cent sales tax for streets, bridges, and safety improvements. Changes/additions to the fund in the proposed budget include:

- Capital maintenance and improvements totaling $17,410,055.
- Notable projects include $4,600,000 for pavement preventative maintenance operations, $3,689,824 for Englewood Roundabout and Winner Road Upgrades (RAISE Grant reimbursement eligible), $1,000,000 for the 23rd Street safety and mobility improvements.

Storm Water Sales Tax:

This fund accounts for the one-quarter cent sales tax identified for storm water system improvements. Changes/additions to the fund in the proposed budget include:

- $2.18 million for capital maintenance and improvements, including $1,000,000 for the Bundschu Regional Detention Basin project, $300,000 for the Salisbury Hills Neighborhood Improvements, and $300,000 for emergency Construction projects.

Marijuana Sales Tax:

This fund accounts for sales tax on recreational marijuana. Proceeds are for the City's public safety (limited to police, fire, emergency communications dispatch, and emergency preparedness) facilities and operational needs. Changes/additions to the fund in the proposed budget include:

- $550,000 to cover rent, maintenance, and utilities costs for the new Police Department headquarters.
- Approximately $90,000 in additional funding for police equipment and operating supplies, including: ballistic plate carriers, K9 officer dog food, mitigating explosive supplies, crash scene mapping drones, and detention cell maintenance.

- $100,000 for a CAD to CAD interface between the City of Independence Emergency Communications Center (ECC) and American Medical Response (AMR) ambulance transport service. This will allow Independence dispatchers to see and communicate call information from the AMR Emergency Medical Dispatchers in real time.
- $20,000 for a fire host testing service.

"Prop PD" Sales Tax Changes:

This is a one-quarter center sales tax approved by voters in August 2024. Funds are to be used exclusively for salaries, operations, and equipment of the Police Department. Changes/additions to the fund in the proposed budget include:

- Beginning in FY2026-27, this fund will return to containing only dedicated special revenues and will no longer include transfers from the General Fund.

Sales Tax Revenues

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Protection Sales Tax (017)	11,162,324	11,211,000	11,211,000
Marijuana Sales Tax Fund (065)	928,121	970,000	830,000
Parks Improvement Sales Tax (012)	5,005,851	5,111,000	5,111,000
Police Public Safety Sales Tax (016)	2,887,067	2,904,000	2,904,000
Prop PD Sales Tax (067)	2,619,213	5,500,000	5,500,000
Stormwater Sales Tax (013)	5,005,848	5,050,000	5,050,000
Street Improvements Sales Tax (011)	10,010,627	10,100,000	10,100,000
Grand Total	**37,619,051**	**40,846,000**	**40,706,000**

ENTERPRISE FUND OVERVIEW

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)			
Revenue	173,565,531	168,787,970	256,730,730
Expenditure	(147,967,791)	(154,697,354)	(273,467,825)
Beginning Available Resources	0	92,516,698	106,607,314
Grand Total	**25,597,740**	**106,607,314**	**89,870,219**

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed
Sanitary Sewer (030)			
Revenue	37,053,989	37,856,224	42,222,900

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure	(38,979,979)	(37,646,022)	(43,828,763)
Cancellation of Prior Year Encumbrances	0	0	0
Beginning Unassigned Fund Balance	0	37,294,884	37,505,086
Grand Total	**(1,925,991)**	**37,505,086**	**35,899,223**

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed
Water (040)			
Revenue	39,563,317	34,552,072	33,942,700
Expenditure	(35,965,709)	(37,100,977)	(44,609,992)
Beginning Unassigned Fund Balance	0	56,227,572	53,678,667
Grand Total	**3,597,609**	**53,678,667**	**43,011,376**

Highlights in the Proposed Budget for the Enterprise Funds include:

Municipal Services (Sewer/Water):

- Capital Improvements, including:
  - $6,090,000 in Sanitary Sewer projects, including $2.14 million for the Sanitary Sewer Fund portion toward the future construction of a new Spring Branch Garage Complex, $500,000 for sludge thickening process improvements, $750,000 for motor control center upgrades, $330,000 for pump station improvements, and $250,000 for Golden Acres Sanitary Sewer Improvements.
  - $9,940,000 in Water projects, including $2 million for the water main replacement program, $1.75 million for future production wells, $1 million for service line upgrades, and $2.14 million for the Water Fund portion toward the future construction of a new Spring Branch Garage Complex.

Power & Light:

- Power & Light anticipates an increase of $54,227,000 in Purchased Power expenses in FY2026-27. These additional costs are intended to be offset by $85,917,000 in projected new revenues, resulting in a net positive revenue impact of $31,690,000.
- Capital Outlay totaling $1,437,100 and a Capital Improvements Program totaling $41.477,400. Notable capital improvement projects include $1 million for the Substation R Country Meadows 13kV Feeder, $6.5 million for the construction of new Substation S, $4.8 million for the building of the 161 kv Line Terminal and control building at Substation A, and $4 million to replace four 100 MVA substation transformers.
- Personnel Additions:
  - Assistant Customer Service Manager

City of Independence Action Plan

Purpose and Purpose Statements

Independence is a safe, inclusive community fostering civic engagement and creativity, with a thriving and diversified economy, a strong and proud history, and a high quality of life as our community grows and adapts.

Purpose Statements

1. An Engaged Community. We foster a culture of engagement and civic leadership based on innovation and best practices involving community members of all backgrounds and perspectives.

2. An Innovative Economy. We grow a diversified and innovative economy leveraging our community amenities, skilled and creative people, and educational resources to generate economic opportunities.

3. A Safe, Welcoming Community. We embrace a safe, healthy, welcoming, and inclusive community.

4. A Well-Planned City. We consistently improve our community's appearance and quality of life as it grows and changes, honoring our unique history and sense of place as we plan for a livable, affordable, more connected city.

5. A Financially Sustainable Organization. We create long-term financial stability by using equitable and sustainable sources of funding for City services, and we deliver them in a lean and efficient manner.

6. A High-Performance Organization. We operate as an ethical, high-performance organization anticipating future needs, utilizing best practices, and striving for continuous improvement.

---

1. An Engaged Community

We foster a culture of engagement and civic leadership based on innovation and best practices involving community members of all backgrounds and perspectives.

1.1 Outreach - Continue to strengthen and innovate in how we deliver information to the community and our partners.

a.) City Communication Plan and Protocol. Update, implement, and train for a City-wide communications protocol and outreach plan.
b.) Communicate more effectively internally and externally. Continue to enhance the City's primary public information tools: City 7, website, newsletters, social media.
c.) Complete an Audio/Visual Needs Assessment for City Facilities and Implement Upgrades to Meet Current and Future Needs.
d.) Automate Systems for Fulfillment of Records Requests.

1.2 Community Engagement - Broaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders.

a.) Enhance City Committees and Advisory Boards. Restructure or combine City boards and committees to more effectively advise the city and engage the public.
b.) Community Engagement Plan. Develop a plan to increase community engagement in city decision-making processes.
c.) Create a Standard City Council, Boards, and Commissions Onboarding and Education Process. Increase education for City Council, commissions, boards, and advisory boards.
d.) City Charter Review. Complete the review of the City Charter by the Charter Review Commission and seek voter approval of proposed changes to reflect best practices.

1.3 Public Agencies Collaboration - Foster successful collaboration with other public agencies and build on these successes.

a.) Quarterly City/County Meetings. Establish regularly scheduled meetings between the City of Independence and the Jackson County Legislature to discuss issues of mutual interest.
b.) Continue the City's Participation in the Eastern Jackson County Shared Services Initiative and Other Regional Collaborations through the Mid-America Regional Council.
c.) Enhance the City's relationship with the Independence, Fort Osage, Blue Springs, and Raytown School Districts.
d.) Enhance the City's relationship with Blue River Community College.
e.) Enhance the City's relationship with the Mid-Continent Public Library.
f.) Enhance the City's relationship with State and Federal Agencies.
g.) Develop and support a legislative agenda.

1.4 Business and Institutional Partnerships – Explore opportunities for partnerships with key business groups and nonprofit

a.) Enhance the City's relationship with the Independence Square Association, Community Services League, Hotel and Lodging Alliance, Truman Habitat for Humanity.

2. An Innovative Economy

We grow a diversified and innovative economy leveraging our community amenities, skilled and creative people, and educational resources to generate economic opportunities.

2.1 Business Growth – Support retention and growth of both the traded and local business sectors while welcoming and encouraging new and existing businesses, in coordination with the Independence Economic Development Partnership.

a.) Update the Business License Code.
b.) Establish a small business support center to facilitate and guide the City's licensing and permitting process.
c.) Support the continued development of the Eastgate Commerce Center.

2.2 Infrastructure Investments – Strategically invest in infrastructure as a mechanism to encourage economic development and economic redevelopment.

a.) Identify Residential/Commercial/Industrial Infrastructure Needs. Identify sites for new or redevelopment in areas that lack adequate infrastructure and develop new financing strategies to fund these investments.
b.) Complete the Tourism Master Plan to Attract and Retain Visitors to the City's Historic Sites, Amenities, and Events.
c.) Complete the Deployment of High-Speed, Broadband Internet Service throughout the City.

2.3 Workforce Development – Support education and workforce development initiatives to improve the skills of our citizens.

a.) Develop partnerships with Independence, Fort Osage, Blue Springs, and Raytown School Districts for apprenticeship, internship, and job shadow opportunities to promote career options for high school graduates.

3. A Safe, Welcoming Community

We embrace a safe, healthy, welcoming, and inclusive community.

3.1 Public Safety – Support high-quality public safety programs, emergency preparedness, facilities, and leadership.

a.) Improve Emergency Preparedness Programs. Improve our community's emergency preparedness by implementing outreach programs to include information and planning to assist residents in self-preparedness.
b.) Implement the Independence Fire Department Community Risk Assessment and Standard of Cover Analysis Master Plan.
c.) Complete Fire Service Strategic Plan.
d.) Enhance the City's Relationship with the Jackson County Prosecutor's Office to Improve the Prosecution System.
e.) Develop and implement a comprehensive recruitment strategy for Independence Police Department, including both sworn and civilian positions.
f.) Review and Update All Police Department Policies and Procedures.
g.) Update Public Safety Technology Systems. Fund and implement necessary new technology systems for Police and Fire Departments.
h.) Analyze Current and Future Staffing Needs Across the Police and Fire Departments and Shift Alignment of Personnel for Operational Efficiency and Optimal Service to the Public.
i.) Develop a Comprehensive Professional Development and Training Program within the Police and Fire Departments to Address Succession Planning Needs.
j.) Reduce Crime and Disorder. Balance proactive policing efforts with community engagement-including neighborhood watch program and business crime prevention program-within allotted resources.
k.) Increase Park Patrol to enhance Park Safety.

3.2 Health & Safety Action – Work with our partners to improve education, public awareness, and to coordinate programs concerning public health, animal welfare, emergency services, criminal justice, and important social services.

a.) Strengthen Community Services Networks. Identify strategies to improve and expand resources for those with mental health, substance abuse and addiction, and housing challenges, including behavioral crisis and intervention centers.
b.) Enhance the Mental Health Co-Responder and ARCH Programs. Continue to adapt the strategies and services used by public safety to approach mental health crises.
c.) Facilitate the Development of a Drop-In Center and Single Persons Shelter in Eastern Jackson County.
d.) Maintain Status as a No-Kill Animal Shelter.

3.3 Friendly Community – Ensure Independence continues to welcome diversity through policies, public awareness, and community engagement.

a.) Anticipate, Celebrate, and Incorporate an Increasingly Diverse Population into the Community, City Boards and Commissions, and City Staff.

4. A Well-Planned City

We consistently improve our community's appearance and quality of life as it grows and changes, honoring our unique history and sense of place as we plan for a livable, affordable, more connected city.

4.1 Improve public infrastructure and the condition of public facilities.

a.) Develop a Criminal Justice Facility Plan.
b.) Complete the National Frontier Trails Museum Master Plan to Focus Emphasis on Museum Exhibits and Visitor Experience.
c.) Identify Permanent Facility Solution for Animal Shelter.
d.) Evaluate Space and Maintenance Needs for City Buildings, Recreation Centers, and Site Amenities and Determine Priorities and Strategies for Needed Improvements.
e.) Increase the Rate at which Problematic Water Distribution and Transmission Mains are Replaced in Order to Replace 1% of the City's Distribution Mains Annually.

f.) Establish and Maintain a Database of the Material of all Water Service Lines in our Distribution System Pursuant to Revisions to the Lead and Copper Rule.
g.) Complete the Best Professional Judgement Study for Water Plant Sludge Discharge Pursuant to the Missouri Department of Natural Resource's Water Protection Program.
h.) Refine the Pavement Management Program.
i.) Target Street and Sidewalk Maintenance Along Major Corridors and Historic Sites.
j.) Determine Long-Term Plan for Independence Power & Light, Including Additional Generation Resources, Long-Term Plan for Maintaining Capacity, and Facilitating the Retirement of Existing Combustion Turbines.
k.) Explore Sustainable Technology. Explore technologies to advance environmental sustainability and efficient service delivery. Examples include Advanced Metering Infrastructure, performance management systems also known as community "dashboards, electric vehicle charging infrastructure, and data analytics.

4.2 High Quality Urban Approach – Continue to support high-quality planning, ranging from building design to neighborhood layouts, while pursuing urban approaches to issues such as multimodal transportation, infill, density, connected trails and parks, and walkable neighborhoods.

a.) Develop and Adopt Design and Construction Manual.
b.) Modernize Our Development Engineering Codes.
c.) Develop Access Management Plan and Storm and Sanitary Master Plan to Guide Development.
d.) Adopt a Unified Development Ordinance Amendment to Regulate Short-Term Rentals.
e.) Adopt a Unified Development Ordinance Amendment to Regulate the Number of Used Car Dealerships that May Operate Within the City.
f.) Leverage and Maximize the Historic district Designation for the Square and Explore Establishing Additional Historic Districts.
g.) Research and Implement Strategies in the Historic Preservation Master Plan to Protect Community Historical Resources.

4.3 Stabilize and Revitalize Neighborhoods – Partner with citizens and businesses to promote and maintain a safe, healthy, and desirable living and working environment through the administration of property maintenance, zoning, and right-of-way codes.

a.) Target Incentive Programs (Including Tax Abatement), CDBG, and HOME Resources in neighborhoods, Activity Centers, and Along Corridors to Support Revitalization and Stabilization.
b.) Continue Enforcement of the Vacant Building Registry Program.
c.) Research and Incorporate Best Practices into the UDO to Encourage Infill Housing Units in Neighborhoods, Public Transit Nodes, and Activity Centers.
d.) Support and Engage the Land Clearance Redevelopment Authority to Facilitate Redevelopment Projects.
e.) Collaborate with Community Partners on Various Methods to Stabilize Neighborhoods.
f.) Develop and Implement Strategies to Reduce Chronic Issues of Litter, debris, and illegal dumping within the Community. Increase the resources dedicated to responding to these problems while also curtailing the proliferation of the issue by adopting a mandatory trash service requirement.
g.) Explore Land Acquisition Along Truman Road to Enable Beautification Along Major Entryways into the City.
h.) Continue Project Design and Construction for the 24 Highway Complete Streets Project.

4.4 Vibrant Commercial Districts and Neighborhood Centers – Promote and support healthy, vibrant commercial districts and neighborhood centers – including higher densities and intensification of use in these key areas.

a.) Continue Implementation of the Recommendations in the Adopted Downtown Redevelopment Coordinating Committee Master Plan.
b.) Implement the Recommendations of the Fairmount Planning Sustainable Places Report.

4.5 Housing and Transportation Choices – Vigorously encourage, through a wide variety of actions, the development of sustainable and lasting housing options for all individuals and families and improve mobility options that accommodate all travel modes.

a.) Implement the strategies of the 2022 Master Housing Study to Address Various Community Housing Needs.
b.) Coordinate with RideKC partners to ensure that public transportation connects the Independence workforce to quality jobs.
c.) Advance Design Work on the Noland Road Complete Streets Project.

5. A Financially Sustainable Organization.

We create long-term financial stability by using equitable and sustainable sources of funding for City services, and we deliver them in a lean and efficient manner.

5.1 Control Long-Term Costs – Ensure City finances are stable and sustainable.

a.) Pursue plan design changes to the Stay Well Employee Insurance Program to Control Long-Term Expenditures.
b.) Conduct a Market Salary Study and Implement Recommendations in the Employee Pay Plan Focused on Recruitment and Retention.
c.) Promote Standardization of Technology and Centralization of IT Functions to Make City Operations More Efficient and Cost-Effective.
d.) Mature the City's Cyber-Security Practices to Improve Management of Cyber-Security Risks while Protecting Sensitive Information.
e.) Develop Cost of Service Studies for the Electric, Water, and Sanitary Sewer Utilities and Ensure Appropriate Customer Rates.
f.) Research and Evaluate the Governance and Operation of Independence Power & Light.

5.2 Capture Sustainable Sources of Funding – Obtain permanent, viable funding for City services.

a.) Identify and Capture Additional Funding to Stabilize the Health Department.
b.) Identify and Capture Funding for the Parks/Recreation/Tourism Department to Continue and Expand Services and Programs.
c.) Identify and Capture Funding for Cemetery Maintenance and Support.
d.) Identify and Capture Funding for Public Transit.
e.) Identify and Capture Funding for Dangerous Building Demolitions and Code Enforcement Abatements.
f.) Research Additional Long-Term Revenue Streams and Funding Sources to Support Delivery of Basic Services.
g.) Seek Voter Approval of the Recreational Marijuana 3% Local Sales Tax.
h.) Seek Voter Approval of General Obligation Bonds for Infrastructure and Facilities Projects.
i.) Pursue the Museum and Tourism-Related Activities Tax to Support Tourism Needs.

5.3 Financial Planning and Reporting – Identify and update policies, procedures, and systems to ensure transparent and efficient financial information.

a.) Implement a Budgeting Module to Include Priority-Based Budgeting, Capital Improvements Programming, and Capital Outlay/Asset Replacement Program.
b.) Update the City's Purchasing Policy and Procedures.
c.) Revise the City's Travel Policy.
d.) Implement Uniform Standard Operating Procedures for Grant Reporting.
e.) Revise the Monthly Financial Reports for Improved Transparency and Ease of Understanding.

6. A High-Performance Organization

We operate as an ethical high-performance organization, anticipating future needs, utilizing best practices, and striving for continuous improvement.

6.1 Values-Driven Culture – Promote a values-driven organizational culture that reinforces ethical behavior, exercises transparency, and maintains the community's trust.

a.) Develop a Cross-Functional Team Culture. Use cross-functional teams to meet Independence's future opportunities and challenges.
b.) Create a Culture of Innovation. Empower employees at all levels of the organization to exercise judgement and discretion within the framework of City codes, policies, and procedures.

6.2 Employee Excellence – Recruit, retain, and value a diverse, well-trained, qualified, and motivated team capable of delivering superior performance. Be accountable and expect accountability from others. Make demonstrated use of good judgement a part of the evaluation process for promotions.

a.) Be a "Best in Class" Employer. Enhance the attractiveness of the City as a place to work through salary and benefit packages, workplace amenities and facilities, and professional development opportunities. Negotiate Fair, Sustainable Compensation and Benefit Agreements with Labor Unions.
b.) Continue New Employee Orientation Program. Provide assistance to new employees so they feel welcomed and prepared to succeed.
c.) Adopt Organizational Values and Align with the Employee Recognition Program to Celebrate the Demonstration of Values in Action.
d.) Develop and Administer Annual Performance Evaluation Process for All City Employees.
e.) Set Employee Diversity Goals. Define the Type of Diversity the City Seeks to Achieve as an Organization (e.g. Reflecting the Community At-Large) and Develop a Program to Achieve These Goals.

6.3 Best Practices, Creativity, and Foresight – Utilize best practices, innovative approaches, and constantly anticipate new directions and changes relevant to the governance of the City. Be adaptable and flexible with an outward focus on the customer and an external understanding of the issues as others may see them.

a.) Implement Department Staffing Plans. Compile departmental staffing plans and create a system to implement the plans to address current and future workload.
b.) System Integration. Identify key systems that if integrated would improve efficiency and effectiveness.
c.) Improve Departmental Collaboration. Identify opportunities to improve collaboration between City departments and create subgroups on communications, community interactions, long-range planning, and other matters of common concern.

6.4 Performance Metrics – Utilize key performance and cost measures to monitor, track, and improve the planning and delivery of City programs and services and to promote greater accountability, effectiveness, and efficiency.

a.) Develop Data Analysis Tools. Develop more sophisticated analytical tools to access, monitor, measure, and analyze data to inform decision making.
b.) Set Performance Measures. Set performance measures that align with the strategic plan.
c.) Analyze and Collect Data from Performance Measures. Analyze and collect data from performance measures to ensure implementation of the Action Plan, and redesign measures as needed.
d.) Strategic Municipal Service Delivery Expectations. Strategically manage community and employee expectations about the City's capacity to deliver services.

Mayor & City Council

Form of Government

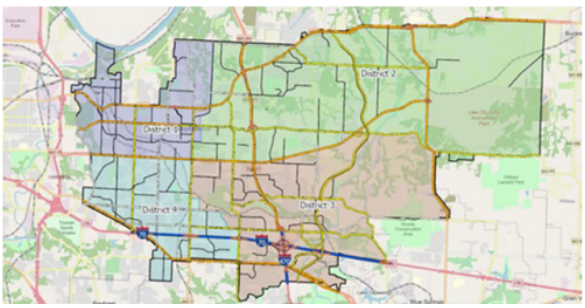
In 1961, Independence voters selected a council-manager form of government. Under Charter Article 2.1, this form of government calls for one mayor and two council members elected by the city, and four council members elected by districts. The mayor and all city council members are elected to staggered four-year terms. The governing body is generally referred to as the "City Council." As the policy makers, the City Council passes resolutions and ordinances, adopts the city budget, appoints citizens to advisory boards and hires the city manager.

City Officials

Mayor

Kevin King

District 1	**District 2**
John Perkins	Brice Stewart
District 3	**District 4**
Heather Wiley	Jennie Vaught
At Large	**At Large**
Cody Atkinson	Jackie Dorman



Citizens of Independence
Mayor and City Council
Management Analyst
Municipal Court
City Manager
City Clerk
Boards & Commissions
Municipal Services
Health & Animal Services
Fire
Internal Services Departments
Power and Light
Community Development
Parks and Recreation
Police

Guide to the FY 2026-27 Budget Document

The purpose of this budget document is to provide a comprehensive view of the operating budget. The budget is a tool for management to plan services, but it is also a communication to the public on the overall financial and policy direction of the city. Use this guide to navigate the document.

Budget Transmittal letter

The City Manager's Budget Message provides the framework for how the budget was developed, including contextual information on the city's finances, economic trends, and changes to the budget.

Introduction

This section provides general information about the city:

- Names and photos of Mayor and City Council
- City of Independence overview and history

Fund Summaries

This section of the book gives the highest-level overview of the fund structure of the city.

- The breakdown of expenditure types across all funds
- The breakdown of revenue types across all funds
- Fund summaries for each fund, which show how the expenditures relate to the revenues.

Department Summaries

This section contains summary and detail information about each city department:

- Organizational chart shows the director and divisions of each department.
- Department summary page highlights the mission of the department, the budgetary funds that make up the budget, a summary of expenditures, and total budgets and FTE counts.
- The department is then broken down further into divisions (for instance, the Patrol Division of the Police department). The top half of the page will show summary information about
  the types of expenditures in that division, as well as the funding source and FTE counts.

Appendix

The appendix includes miscellaneous information that may help further understanding of the budget, including:

- Approved packages included in the budget.
- Capital Outlay details by department.
- ARPA summary
- Glossary of budget and finance terms

Budget Process and Development Calendar

The calendar describes the City's internal budget process and highlights the monthly activities required of departments. Development of the annual City budget is a year-long process that culminates in June, with the formal adoption of the budget.

October - December : Planning

1. Finance develops the 2026 budget manual
2. Finance meets to resolve issues and prepare budget outlook.

January - February : Operating Budget Kickoff and CIP Presentation

1. Finance meets with departments to kickoff budget process.
2. Updated 5-Year Forecast presented to City Council.
3. Finance prepares the base budget, chargebacks, and preliminary personnel budgets.
4. Revenue projects and estimated actual expenses for prior year are prepared.
5. Capital Improvement Program budget presented by Economic Development to the Planning Commission.

March - April : Operating Budget Kickoff and CIP Presentation

1. City Council adopts annual Strategic Plan update.
2. Departments prepare and submit budget proposals to Finance and the City Manager.
3. Capital Improvement Program memo with recommendations issued from Planning Commission.
4. Final adjustments in revenue and expenditure estimates are complete.
5. City Manager reviews recommended budget and gives preliminary approval on budget changes to be included in Proposed Budget.
6. Finance prepares Proposed Budget document.

May : Preliminary Review and Public Input

1. City Manager's Proposed Budget is submitted to Council.
2. City Council makes policy decisions and budgetary amendments to the Proposed Budget.

June - July : Final Review and Adoption

1. First reading of appropriation ordinances held adopting budget.
2. City Council proposes/amends budget per policy decisions.
3. Second reading of appropriation ordinances held adopting budget.
4. Finance begins production of final budget document.

August - October : Property Tax Levy and Final Budget Book

1. Assessed valuation received from Jackson and Clay Counties to set Property Tax Levy Rates.
2. Public hearing to set Property Tax Levy held.
3. Second reading of appropriation ordinances held adopting the annual tax levy.
4. Tax levy rates submitted to Jackson and Clay Counties.
5. Adopted budget book printed and published online.
6. First quarter budget amendment prepared for City Council approval.

About the City

About the City of Independence

Independence is the fifth largest city in Missouri, located within Jackson County. It is the largest suburb of the Kansas City metropolitan area on the Missouri side. Located ten miles east of Kansas City, Missouri in the geographical center of the United States. Independence has a Mayor/City Council/City Manager form of government. The Independence City Council is made up of six members, four are elected to represent one of the city districts, the other two are elected by the city. The Mayor also sits on the City Council and serves as the “Head of Government” for the city. Members serve a four-year term, beginning in April, following the election.

History

Many towns and cities have stories that have been passed down from generation to generation. The rare few have stories of such historic proportions that they become the stuff of legends. Rarer still are the cities whose “Once upon a time” is tied to the opening chapters of so many American lives. Independence, Missouri is a city unlike any other. It is where 400,000 fearless souls set off on a new venture that would not only alter the course of their lives, but the trajectory of an entire country. It is a city so visionary, self-determined and free-spirited, that it became the jumping off point to a whole new world.

Independence was originally inhabited by the Missouri and Osage Indians and became part of the United States with the Louisiana Purchase in 1803. It was the farthest point westward on the Missouri River where steamboats or cargo vessels could travel. The city quickly became the hub of the California Trail, Santa Fe Trail, and the Oregon Trail. Independence was soon known as the Queen of the Trails, due to is unique location where all three trails converged. It wasn’t until the 19th century that Independence was defined by The United States Congress as the “Start of the Oregon Trail.” In 1826, Independence was named the county seat of Jackson County. During the years of 1862 and 1864 the First and Second battles of Independence were fought.

It’s not surprising then that 100 years later, the 33rd President of the United States should also find his roots and jumping off point in Independence. In his own pioneering way, Harry S. Truman helped write a big part of our country’s history. And as a great American himself, shape its ideals and role in the world. After his two terms, President Truman returned to Independence, where the Presidential Library was built in 1957. For another two decades, he and his wife Bess remained Independence residents. The Harry S. Truman National Historic Site and the Harry S. Truman Presidential Library and Museum are both located in Independence.

From the strength and fortitude of its earliest trailblazers to the straight-talking, pragmatism of Harry S. Truman, Independence has provided the country just what it needed at the time. And the city continues its role as a launching pad for brave new ideas and future growth. Nowhere is that more evident than in places like the Ennovation Center, an entrepreneurial incubator where a fiercely independent and creative work ethic is blazing new trails in industries from business technology and healthcare to food services and bringing a whole new generation of innovators to the area.

Population:	121,606	**Median Value of owner-occupied units**	$200,900
Square Miles:	78.00	**School Enrollment:**	22,934
Number of Households:	51,917	**Miles of highways:**	46.38
Average Household Size:	2.3	**Sister City:**	Higashimurayama, Tokyo, Japan

Source: City of Independence and Censusreport

Community Profile

Independence is positioned strategically at the crossroads of I-70 and I-470, where approximately 150,000 cars pass each day. The Kansas City metropolitan area has more lane miles of freeway per capita than any other metro area in the United States. Two rail lines, three interstates and five state highways serve Independence. The city is located just 25 minutes from Kansas City International Airport.

Independence has seven police stations, ten fire stations, and the city provides Water, Sanitary Sewer, and Power and Light utilities, with three power stations.

Transportation infrastructure investments continue to open new opportunities for growth. The Little Blue Parkway corridor enhances connectivity between Interstate 70 and U.S. 24 Highway, supporting continued development in eastern Independence and improving access to significant areas of undeveloped land. This corridor remains a key component of the City's long-term growth strategy.

In the heart of the city, Historic Independence Square is undergoing a renaissance with substantial increase in private investment and a planned restoration of the Historic Jackson County Courthouse. The traditional town square offers unique shops, restaurants, loft-style apartments and a newly renovated cinema and bowling alley.

Creating the educated workforce of the future is a priority for the Independence Community. The city is supported by four award winning public-school districts: Independence, Blue Springs, Fort Osage, and Raytown school districts. Independence is home to four colleges to support the higher education needs of our citizens, including Metropolitan Community College, Graceland University, Park University, and National American University.

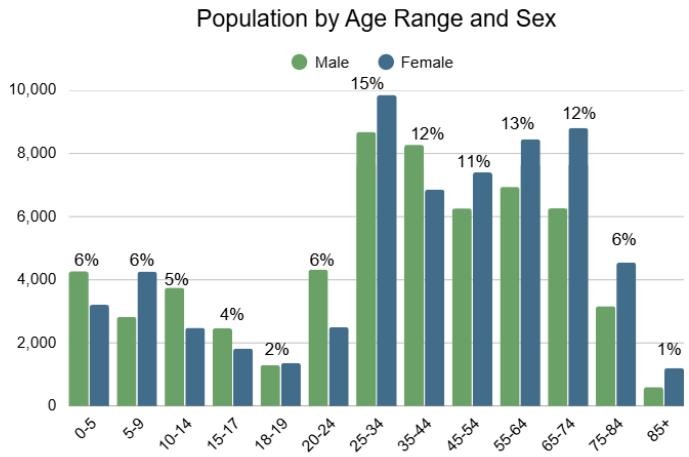
Independence has a history of a pro-business attitude. Its low-cost environment is a natural incentive to companies looking to expand or relocate. Independence has the third lowest property tax rate in the Kansas City Metropolitan Area. Additionally, the City does not tax on personal property, including machinery and equipment. The city tax structure coupled with the many affordable housing options makes it the best value in the Metro for working and living.

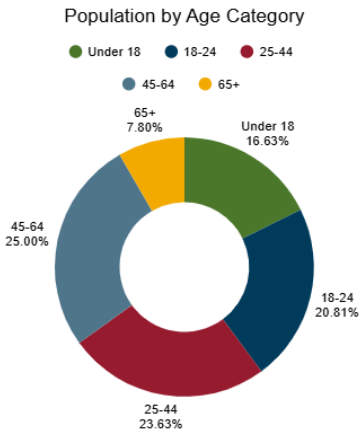
Statistical Information

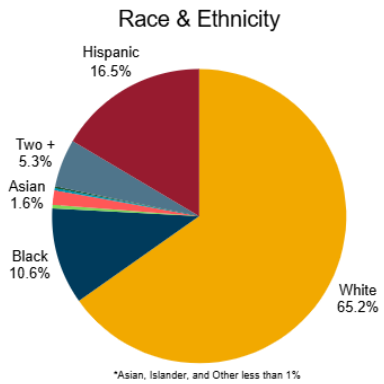
Income

Per capita personal income, Missouri Adjusted Gross Income per return data for the city, County, and State are presented in the following table:

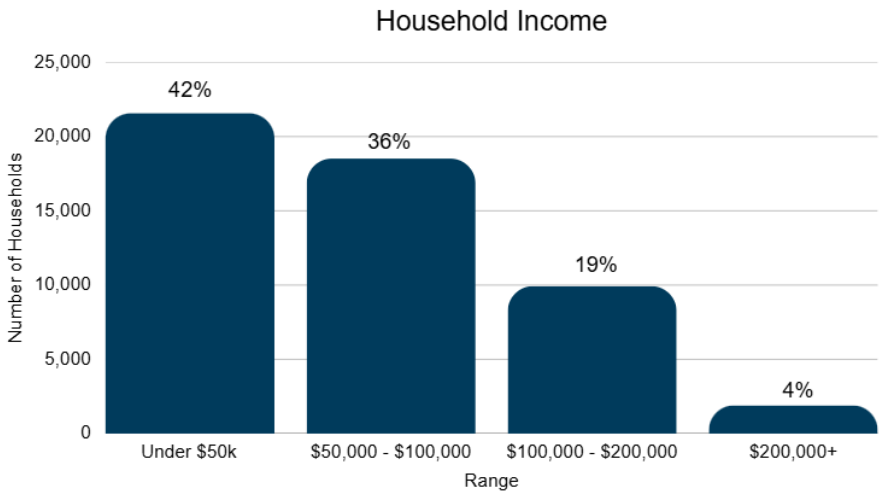
	2024	2023	2022	2021	2020
City of Independence	$31,594	$30,380	$31,714	$30,273	$28,197
Jackon County	$39,645	$57,518	$53,153	$52,436	$49,572
State of Missouri	$40,284	$61,302	$57,818	$55,159	$51,177







	Population				
	2025	2024	2023	2022	2021
City of Independence	121,606	120,922	120,931	122,079	122,185
Jackson County	719,976	718,560	720,283	716,580	717,993
State of Missouri	6,191,814	6,245,466	6,208,038	6,179,414	6,171,134

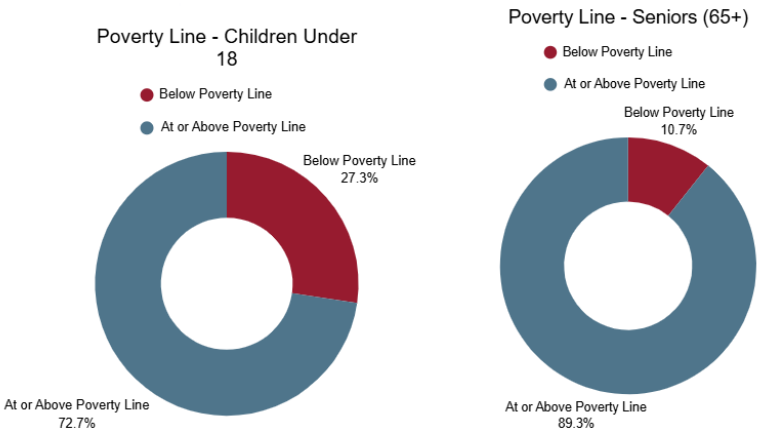


Median Household Income - $58,535

About two-thirds of the amount in Kansas City, MO-KS Metro area: $83,785. About 80% of the amount in Missouri: $71,589

Persons Below Poverty Line - 17.9%

About 1.5 times the rate in Kansas City, MO-KS Metro Area: 10.1%. A little higher than the rate in Missouri: 12.3%



Major Employers

The major employers in the city by number of employees (full and part-time).

Employer	Employees	Percentage of Total City Employment
Independence School District	2,200	3.79%
Lake City (Winchester/Olin)	1,800	3.10%
Centerpoint Medical center	1,400	2.41%
City of Independence	1,100	1.89%
Government Employee Health Association	750	1.29%
Rosewood Health Center at the Groves	450	0.78%
Burd & Fletcher	300	0.52%
Jackson County Circuit Court	275	0.47%
Cable Dahmer Automotive	270	0.47%
Unilever	260	0.45%
Total	8,805	15.17%

Largest Taxpayers

The table below shows the city's ten largest taxpayers for 2025. The total assessed valuation for the city was $2,201,601,831.

	2025		
Taxpayer	Total Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Southern Union Company	$24,272,540	1	1.10%
Independence Mall Holding LLC	13,151,864	2	0.60%
DT Independence Commons LLC	12,345,600	3	0.56%
HEP KC Independence LLC	9,880,000	4	0.45%
Grace Holdings Independence LLC	9,456,777	5	0.43%
BRE Space Center of Kansas City	793,706	6	0.36%
Burd & Fletcher Co	7,346,026	7	0.33%
Seven65 Cornerstone LLC	7,273,067	8	0.33%
Centerpoint Medical Center	5,837,996	9	0.27%
JVM Dunes Apartments LLC	5,795,000	10	0.26%
Total	**96,152,576**		**4.7%**

Additional Operating Indicators

Additional Operating Indicators

	2025	2024	2023	2022	2021
Public Safety					
Police					
Police incident calls	81,515	86,346	85,340	88,470	94,609
Fire					
Total Alarms	26,021	27,788	26,685	26,744	23,412
Public education audience	10,314	4,220	2,198	1,638	1,000
Municipal Services					
Street overlay (lane miles)	21	17	29	38	47
Street patching jobs	14,979	10,273	9,562	7,270	7,666
Health & Welfare					
Food Handlers Trained	3,281	2,763	3,244	3,022	2,544
Flu shots given	-	-	-	-	-
Animal Control service calls	4,990	4,902	5,041	4,701	4,076
Culture & Recreation					
Park shelter reservations	412	448	427	1,098	424
Number of Sermon Center Memberships	945	961	454	2,390	517
Community Development					
Permits Issued	704	728	709	732	718
Tourism					
Site Attendance	9,948	9,720	8,316	15,102	1,758
National Frontiers Trails Museum					
Number of visitors to museum	6,691	3,527	4,857	3,875	-
Power and Light					
Average number of monthly customers	59,245	59,096	58,534	58,586	57,557
Water					
Number of Customers	49,614	49,641	49,690	49,476	49,432
Water main breaks	344	279	307	206	240
Sewer					
Number of Customers	45,160	45,527	45,533	45,317	45,484
Wastewater Treated (Million Gallons)	2,281	2,520	2,322	2,433	3,030

Fund Summaries and Schedules

Fund Descriptions

For accounting purposes, a local unit of government is not treated as a single, integrated entity. Instead, a government is viewed as a collection of smaller, separate entities known as “funds”. The Government Accounting Standards Board (GASB) Codification of Governmental and Accounting and Financial Reporting Standard, Section 1300, defines a fund as:

> A fiscal and accountability entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, or limitations.

All the funds used by a government must be classified into one of seven fund types. Four of these fund types are used to account for a local government’s “governmental-type” activities and are known as “governmental funds”. Two of these fund types are used to account for a government’s “business-type” activities and are known as “proprietary funds”. Finally, the seventh fund type is reserved for a government’s “fiduciary activities”.
Below is a more detailed explanation of the city’s funds:

General Fund (002)

is used to account for all financial resources necessary to carry out basic governmental activities of the city that are not accounted for in another fund. The General Fund supports essential city services, including police, fire, municipal services, and administration.

Special Revenue Funds

are used to account for specific revenues that are legally restricted to expenditures for specific purposes.

Street Improvements Sales Tax (011) - Voters approved a one-half of one cent sales tax for streets, bridges and safety improvements. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Park Improvements Sales Tax (012) - The Park Improvements Sales Tax Fund has been setup to account for the one-quarter cent sales tax identified for parks and recreation. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Storm Water Sales Tax (013) - The Storm Water Sales Tax Fund has been set up to account for the one-quarter cent sales tax identified for storm water system improvements. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Police Public Safety Sales Tax (016) - The voters approved a Capital Improvements for Police Sales Tax in April 2016 at the rate of one-eighth cent of the receipts from the sale at retail of all tangible personal property or taxable services at retail for a period of January 2017 through December 31, 2028. The Police (Capital) Sales Tax Fund has been set-up to account for the one-eighth cent capital improvements sales tax identified for police equipment. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Fire Public Safety Sales Tax (017) - The voters approved a one-half cent Fire Sales Tax in November 2021 until repealed by voters to replace the current rate of one-eighth cent of the receipts from the sale at retail of all tangible personal property or taxable services at retail for a period of January 2017 through December 31, 2028. The Fire Public Safety Sales Tax Fund has been set-up to account for the one-half cent for improvements including replacing and maintaining fire stations, apparatus, and lifesaving equipment. Sales tax funds can also be used to hire additional firefighters, administration, and personnel to improve department training needs. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Animal Shelter Use Tax (010) - Voters approved Proposition "P", a use tax on goods delivered to Independence addresses in 2019. The rate of the use is the same rate as the total City's retail sales. The first $1.5 million (adjusted for inflation annually) will be split equally between a fund for Animal Services and a fund for hiring up to 30 new police officers. The next $1.5 million of use taxes in the fiscal year are applied 100% towards hiring of police officers ($3 million total before inflation increase). Use taxes collected over the amounts identified in the special use taxes will then be receipted into any fund that has a sales tax prorated on its share of sales taxes.

Police Use Tax (018) - Voters approved in November 2021 to increase the Proposition "P" use tax to expand the use of funds for new and current Police Department personnel and equipment and to increase the total before inflation increase from $3 million to $4 million and does not change the first $1.5 million split between Animal Services and Police Department. Originally, Voters approved Proposition "P", a use tax on goods delivered to Independence addresses in 2019. The rate of the use is the

same rate as the total City's retail sales. The first $1.5 million (adjusted for inflation annually) will be split equally between a fund for Animal Services and a fund for hiring up to 30 new police officers. The next $1.5 million of use taxes in the fiscal year are applied 100% towards hiring of police officers ($3 million total before inflation increase). Use taxes collected over the amounts identified in the special use taxes will then be receipted into any fund that has a sales tax prorated on its share of sales taxes.

Health & Animal Levy (005) - Funded by the Health & Recreation tax levy collected against real estate within the city of Independence. The purpose of the levy is for Health and Parks and Recreation purposes. This levy is split between the Health & Animal Levy Special Fund and a Parks Health & Recreation Levy Fund.

Parks Health & Recreation Levy (007) - Funded by the Health & Recreation tax levy collected against real estate within the city of Independence. The purpose of the levy is for Health and Parks and Recreation purposes. This levy is split between the Health & Animal Levy Special Fund and a Parks Health & Recreation Levy Fund.

Tourism (004) - The Tourism Sales Tax Fund is supported by both admission fees to the National Frontier Trails Museum and a 6.5% Transient Guest Tax. The 6.5% Transient Guest Tax is to be paid on the gross daily rent due from or paid by transient guests of all hotels and motels, bed and breakfast inns and campgrounds.

Com. Dev. Block Grant (008) - accounts for the federally funded Community Development Block Grant Act program.

HOME (009) - accounts for the federally funded home program.

Grants (015) - accounts for other grants, including Police, Fire, and Health department grants.

Marijuana Sales Tax (065)- accounts for sales on recreational marijuana. Proceeds are to used for the City's public safety (limited to police, fire, emergency communications dispatch, and emergency preparedness) facilities and operational needs.

“Prop PD” Sales Tax (067) - Voters approved in August 2024 the Proposition "PD", a one-quarter cent sales tax to be used exclusively for salaries, operations, and equipment of the Police Department.

Enterprise / Utility Funds

are used to account for operations that are financed and operated similar to a private business where the intent is that the cost of providing services to the public is financed primarily through user charges.

Power & Light (020) - operations of the city's power and light utilities.

Water (040) - operations of the city's potable water utility.

Sanitary Sewer (030) - operations of the city's sanitary sewer utility.

Internal Service Funds

are used to account for operations internal to the city where the intent is that the cost of providing services to the city department is financed primarily through department user charges.

Central Garage (090) - Vehicle maintenance and operations of citywide fleet, including gas and oil charges.

Staywell Health Care (091) - Activities related to the city's' self-insured health care plan.

Workers' Compensation (092) - Management of workers’ compensation insurance and claims.

Risk Management (093) - Management of city liability insurance and claims.

Enterprise Resource Planning (ERP) changed to Finance Internal Service (095) - Management of Finance and Administration for the costs associated with providing services citywide including budget, accounting, human resources and technology services.

Explanation of Fund Summary Changes from FY2025-26

In fiscal year 2025-26, the City made a strategic change in how Police and Fire Department expenditures are budgeted and reported.

- Fire Department operational expenditures previously recorded in the General Fund were recorded in Fund 017– Fire Protection Sales Tax.
- Police Department operational expenditures previously recorded in the General Fund were recorded in Fund 067– Prop PD Sales Tax.

As a result of this change, some tables and comparisons may show a significant decrease in General Fund expenditures compared to FY2024-25. This reduction was not due to cuts in services or operational funding, but rather a reallocation of expenditures to the appropriate special revenue funds.

For FY2026-27, the proposed budget returns the Fire and Police Department budgets to the General Fund. This change reflects the new City Manager's preference for a different accounting and financial management structure that more closely aligns with the City's long-term organizational and financial planning goals. Returning these departments to the General Fund also recenters the General Fund as the City's primary operating framework for core governmental services.

Fund and Department Relationships

	City Departments											
Funds	City Manager	Community Development	Finance & Admin.	Health & Animal Svcs.	Mayor & City Council	Parks & Recreation	Municipal Court	Police	Power & Light	Municipal Services	Water	Fire
General Fund (002)	X	X		X	X	X	X			X		
Tourism Fund (004)						X						
Health & Animal Levy (005)				X				X				
Parks Health & Recreation Levy (007)						X						
Com. Dev. Block Grant (008)		X										
HOME (009)		X										
Animal Shelter Use Tax (010)				X								
Streets Improvements Sales Tax (011)										X		
Park Improvements Sales Tax (012)						X						
Storm Water Sales Tax										X		
Grants (015)		X	X	X		X		X				X
Police Public Safety Sales Tax (016)								X				
Fire Public Safety Sales Tax (017)												X
Police Use Tax (018)								X				
Power & Light (020)									X			
Sanitary Sewer (030)										X		
Water (040)											X	
Marijuana Sales Tax (065)								X				X
"Prop PD" Sales Tax (067)								X				
Central Garage (090)										X		
Staywell Health Care (091)			X									
Workers' Compensation (092)			X									
Risk Management (093)			X									
Enterprise Resource Planning (095)			X									

Schedule 1: All Funds by Expense Category ($)

All Funds(1)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2024-25 Estimated	FY 2026-27 Proposed
Salary & Benefits	132,599,936	138,201,893	134,736,808	145,161,342
Retiree Health Insurance	6,696,631	7,496,000	7,095,139	8,658,199
Operating Expenses	170,847,282	200,173,214	184,308,952	265,809,942
Equipment	4,092,295	6,163,599	6,102,836	7,048,843
Debt Service	21,030,004	24,195,140	24,339,453	24,352,395
Contingency	0	157,700	0	647,700
Transfers Out for Capital Improvements	32,783,017	139,988,234	95,132,827	79,562,455
Grand Total	**368,049,165**	**516,375,780**	**451,716,015**	**531,240,876**

General Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salary & Benefits	62,854,642	10,592,098	10,011,373	63,250,373
Retiree Health Insurance	4,250,231	683,500	642,831	5,601,445
Operating Expenses	14,893,618	10,173,991	8,997,124	20,785,377
Equipment	148,641	68,071	56,035	84,371
Debt Service	1,785,058	1,792,440	1,792,336	1,819,470
Contingency	0	0	0	490,000
Transfers Out for Capital Improvements	10,167	62,252,223	65,415,090	355,000
Transfers Out to Police (067)	0	36,030,362	36,030,362	0
Transfers Out to Fire (017)	0	25,941,861	25,941,861	0
Grand Total	**83,942,357**	**147,534,545**	**148,887,013**	**92,386,036**

Special Revenue Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salary & Benefits	23,873,992	76,950,219	77,946,872	28,933,514
Retiree Health Insurance	186,295	4,297,500	4,139,996	224,907
Operating Expenses	13,954,612	24,084,418	24,217,835	15,739,488
Equipment	3,281,243	3,890,128	4,770,135	5,237,672
Debt Service	1,874,681	4,981,700	5,126,116	5,104,925
Contingency	0	7,700	0	7,700

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Transfers Out for Capital Improvements	18,022,507	36,287,011	19,155,918	21,700,055
Grand Total	**61,193,329**	**150,498,675**	**135,356,872**	**76,948,260**

Enterprise Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salary & Benefits	45,871,302	50,659,577	46,778,563	52,977,455
Retiree Health Insurance	2,260,105	2,515,000	2,312,312	2,831,847
Operating Expenses	141,999,052	165,914,805	151,093,993	229,285,077
Equipment	662,411	2,205,400	1,276,665	1,726,800
Debt Service	17,370,265	17,421,000	17,421,000	17,428,000
Contingency	0	150,000	0	150,000
Transfers Out for Capital Improvements	14,750,343	41,449,000	10,561,819	57,507,400
Grand Total	**222,913,479**	**280,314,782**	**229,444,353**	**361,906,579**

Internal Service Funds(2)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salary & Benefits	7,303,305	8,959,361	8,430,010	10,593,028
Retiree Health Insurance	215,373	288,200	205,126	252,584
Operating Expenses	47,962,286	44,147,070	43,542,652	45,931,544
Equipment	202,262	190,000	235,372	268,910
Debt Service	4,887	0	0	0
Contingency	0	0	0	25,000
Transfers Out for Capital Improvements	0	1,168,334	1,681,668	1,134,500
Grand Total	**55,688,112**	**54,752,965**	**54,094,828**	**58,205,566**

(1) In the All Funds Summary, the totals for the Internal Service Funds expense have already been included in the operating expenses for GF, Special Revenues, and Enterprise Funds as they are charged out during course of the year for internal services provided to other departments/funds.

(2) The Internal Service Funds Summary is shown for informational purposes, the total amount is in the operating expenses for each fund. The All Funds Summary is the total of the General Fund, Special Revenue Funds, and Enterprise Funds.

For FY2026-27, the proposed budget returns the Fire and Police Department budgets to the General Fund. This results in less expenditures in the Special Revenue Funds than the prior year.

Schedule 2: Expenditures by Department ($)

All Funds (1) (2)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
City Manager	1,799,147	1,800,706	1,960,834	1,294,699
Community Development	9,577,324	8,534,942	8,090,016	9,159,708
Debt Service	1,605,849	1,604,769	1,604,666	1,607,300
Emergency Preparedness	108,642	0	8,630	0
Finance & Administration	1,052,933	686,560	597,130	764,518
Fire	37,950,077	49,509,826	49,981,410	41,496,753
Health & Animal Services	3,824,116	3,260,203	3,121,085	4,592,540
Mayor & City Council	781,346	959,656	923,419	1,096,903
Municipal Court	1,276,060	1,491,095	1,493,402	1,454,121
Municipal Services	97,912,942	128,167,625	96,213,194	122,515,459
Non-Departmental	156,135	62,565,613	65,696,660	1,362,509
Parks & Recreation	10,656,638	13,176,863	12,328,695	14,905,989
Police	53,380,166	53,466,159	54,999,522	57,522,552
Power & Light	147,967,791	191,151,763	154,697,354	273,467,825
Grand Total	**368,049,165**	**516,375,780**	**451,716,015**	**531,240,876**

General Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
City Manager	1,799,147	1,800,706	1,960,834	1,294,699
Community Development	6,756,356	7,395,908	7,031,372	7,957,810
Debt Service	1,605,849	1,604,769	1,604,666	1,607,300
Finance & Administration	1,000,346	581,128	453,130	658,346
Fire	26,466,171	0	0	28,014,620
Health & Animal Services	100,000	0	0	368,788
Mayor & City Council	778,946	959,656	923,419	1,096,903
Municipal Court	1,276,060	1,491,095	1,493,402	1,454,121
Municipal Services	4,849,060	6,001,594	5,971,266	6,492,219
Non-Departmental	156,135	62,565,613	65,696,660	1,362,509
Parks & Recreation	1,419,346	1,851,783	1,547,538	1,859,696
Police	37,734,942	1,310,071	232,504	40,219,026
Grand Total	**83,942,357**	**85,562,322**	**86,914,790**	**92,386,036**

Special Revenue Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Community Development	2,820,967	1,139,034	1,058,644	1,201,898
Emergency Preparedness	108,642	0	8,630	0
Finance & Administration	52,588	105,432	144,000	106,172
Fire	11,483,906	49,509,826	49,981,410	13,482,133
Health & Animal Services	3,724,116	3,260,203	3,121,085	4,223,752
Mayor & City Council	2,400	0	0	0
Municipal Services	18,118,194	33,003,012	15,494,929	27,584,486
Parks & Recreation	9,237,292	11,325,080	10,781,157	13,046,293
Police	15,645,224	52,156,088	54,767,018	17,303,526
Grand Total	**61,193,329**	**150,498,675**	**135,356,872**	**76,948,260**

Enterprise Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)	147,967,791	191,151,763	154,697,354	273,467,825
Sanitary Sewer (030)	38,979,979	45,006,483	37,646,022	43,828,763
Water (040)	35,965,709	44,156,536	37,100,977	44,609,992
Grand Total	**222,913,479**	**280,314,782**	**229,444,353**	**361,906,579**

(1) Finance and Administration was moved to an Internal Service Fund in FY 2022-23, therefore most expenses are spread in the operating expenditures of all other departments.

(2) The Water Department was combined with Municipal Services in FY 23-24; Funds remain separate.

Schedule 3: Expenditures by Fund and Fund Type ($)

All Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Governmental	145,135,686	236,060,997	222,271,662	169,334,296
Enterprise	222,913,479	280,314,782	229,444,353	361,906,579
Grand Total	**368,049,165**	**516,375,780**	**451,716,015**	**531,240,876**

Governmental Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Shelter Use Tax (010)	908,285	1,139,559	1,022,752	1,140,711
Com. Dev Block Grant (008)	1,382,308	741,682	884,272	801,475
Fire Protection Sales Tax (017)	11,483,906	49,529,826	49,956,410	13,362,133
General (002)	83,942,357	85,562,322	86,914,790	92,386,036
Grants (015)	4,704,455	1,665,927	4,129,170	2,077,241
Health & Animal Levy (005)	1,700,740	1,669,603	1,353,899	1,783,715
HOME (009)	802,046	397,351	86,039	400,423
Marijuana Sales Tax Fund (065)	900,139	454,698	648,700	1,089,354
Parks Health & Recreation Levy (007)	1,937,642	1,990,562	2,004,514	2,079,102
Parks Improvement Sales Tax (012)	5,432,728	7,141,712	6,631,843	8,174,200
Police Public Safety Sales Tax (016)	3,608,307	2,907,818	2,623,721	4,969,044
Police Use Tax (018)	6,306,934	5,707,154	5,522,483	5,545,936
Prop PD Sales Tax (067)	2,036,113	41,983,692	42,874,727	5,175,177
Stormwater Sales Tax (013)	4,999,095	10,248,933	5,934,567	6,732,596
Street Improvements Sales Tax (011)	13,119,099	22,754,079	9,560,362	20,851,890
Tourism (004)	1,871,532	2,166,078	2,123,413	2,765,263
Grand Total	**145,135,686**	**236,060,997**	**222,271,662**	**169,334,296**

Enterprise Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)	147,967,791	191,151,763	154,697,354	273,467,825
Sanitary Sewer (030)	38,979,979	45,006,483	37,646,022	43,828,763
Water (040)	35,965,709	44,156,536	37,100,977	44,609,992
Grand Total	**222,913,479**	**280,314,782**	**229,444,353**	**361,906,579**

Capital Projects

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Bldgs and Other Improv Fund (057)	2,251,021	280,000	7,665,669	280,000
Fire Improvements Fund (053)	3,866,750	10,000,000	10,000,000	0
Park Improvements Fund (059)	335,224	800,000	826,706	1,910,000
Police Improvements Fund (052)	154,675	0	550,000	0
Storm Drainage Improv Fund (058)	2,504,574	5,990,000	10,258,978	2,380,000
Street Improvements Fund (051)	5,979,062	19,497,011	14,824,112	17,410,055
Grand Total	**15,091,307**	**36,567,011**	**44,125,465**	**21,980,055**

Schedule 4: Revenue by Fund and Fund Type ($)

All Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Enterprise	250,182,837	232,009,300	241,196,266	332,896,330
Governmental	150,847,698	207,958,955	213,962,622	154,827,525
Grand Total	**401,030,535**	**439,968,255**	**455,158,888**	**487,723,855**

Governmental Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Shelter Use Tax (010)	921,293	939,000	934,600	1,031,000
Com. Dev Block Grant (008)	1,385,439	741,682	754,624	861,925
Fire Protection Sales Tax (017)	12,686,108	38,606,861	38,735,146	12,706,000
General (002)	84,457,127	84,882,323	87,163,942	92,386,036
Grants (015)	4,862,814	1,665,927	4,130,070	2,077,241
Health & Animal Levy (005)	1,773,844	1,604,200	1,613,535	1,645,295
HOME (009)	802,046	400,000	592,504	478,578
Marijuana Sales Tax Fund (065)	946,496	980,000	981,400	830,000
Parks Health & Recreation Levy (007)	2,077,150	2,027,500	2,012,000	2,021,000
Parks Improvement Sales Tax (012)	6,262,495	6,008,600	6,178,663	6,147,100
Police Public Safety Sales Tax (016)	3,359,003	3,257,600	3,284,836	3,292,600
Police Use Tax (018)	4,869,023	4,921,000	4,921,000	5,014,000
Prop PD Sales Tax (067)	3,195,772	42,036,362	42,205,835	6,196,600
Stormwater Sales Tax (013)	6,229,896	5,874,900	6,018,373	5,934,900
Street Improvements Sales Tax (011)	14,498,882	11,665,000	12,020,945	11,854,000
Tourism (004)	2,520,310	2,348,000	2,415,150	2,351,250
Grand Total	**150,847,698**	**207,958,955**	**213,962,622**	**154,827,525**

Enterprise Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)	173,565,531	162,035,700	168,787,970	256,730,730
Sanitary Sewer (030)	37,053,989	36,487,900	37,856,224	42,222,900
Water (040)	39,563,317	33,485,700	34,552,072	33,942,700
Grand Total	**250,182,837**	**232,009,300**	**241,196,266**	**332,896,330**

Schedule 5: All Funds by Revenue Category Group ($)

All Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Taxes	81,524,107	85,731,000	85,972,035	86,637,000
Franchise Fees	7,887,333	8,825,000	7,620,000	8,825,000
PILOTS	22,658,996	23,150,000	22,700,000	26,804,612
Licenses and Permits	5,543,479	4,589,300	6,389,358	6,743,900
Intergovernmental	14,857,054	9,711,586	12,473,208	10,712,714
Miscellaneous	932,217	265,000	292,387	265,700
American Rescue Plan (ARP)	3,706,212	0	0	0
Charges for Services	4,619,428	4,426,721	5,059,262	4,983,765
Fines and Forfeitures	2,348,660	1,906,000	2,300,000	1,906,000
Utility Service Charges	229,533,060	219,274,000	226,620,758	318,813,350
Investment Income	10,693,193	3,765,600	8,181,612	4,663,050
Interfund Charges	9,229,250	9,410,575	7,776,875	10,543,557
Other Revenue	7,487,546	6,931,250	7,791,171	6,740,207
Transfers In	10,000	61,982,223	61,982,223	85,000
Grand Total	**401,030,535**	**439,968,255**	**455,158,888**	**487,723,855**

General Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Taxes	29,540,692	30,097,000	30,338,650	30,716,000
Franchise Fees	7,887,333	8,825,000	7,620,000	8,825,000
PILOTS	22,658,996	23,150,000	22,700,000	26,804,612
Licenses and Permits	5,543,479	4,589,300	6,389,358	6,743,900
Intergovernmental	7,857,059	7,055,000	7,604,000	7,745,000
American Rescue Plan (ARP)	1,035,143	0	0	0
Charges for Services	2,867,732	3,232,148	3,614,704	3,602,647
Fines and Forfeitures	2,348,660	1,906,000	2,300,000	1,906,000
Investment Income	531,117	281,000	391,000	280,000
Interfund Charges	3,403,231	5,573,875	5,573,875	5,609,877
Other Revenue	783,684	173,000	632,355	153,000
Transfers In	0	0	0	0
Grand Total	**84,457,127**	**84,882,323**	**87,163,942**	**92,386,036**

Special Revenue Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Taxes	51,983,414	55,634,000	55,633,385	55,921,000
Intergovernmental	6,814,666	2,656,586	4,869,208	2,967,714
American Rescue Plan (ARP)	2,671,068	0	0	0
Charges for Services	1,751,696	1,194,573	1,444,558	1,381,118
Investment Income	2,590,474	1,484,600	2,171,250	1,633,050
Other Revenue	579,251	134,650	708,057	463,607
Transfers In	0	61,972,223	61,972,223	75,000
Grand Total	**66,390,571**	**123,076,632**	**126,798,680**	**62,441,489**

Enterprise Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Intergovernmental	185,328	0	0	0
Miscellaneous	932,217	265,000	292,387	265,700
Utility Service Charges	229,533,060	219,274,000	226,620,758	318,813,350
Investment Income	7,571,601	2,000,000	5,619,362	2,750,000
Interfund Charges	5,826,019	3,836,700	2,203,000	4,933,680
Other Revenue	6,124,611	6,623,600	6,450,759	6,123,600
Transfers In	10,000	10,000	10,000	10,000
Grand Total	**250,182,837**	**232,009,300**	**241,196,266**	**332,896,330**

Schedule 6 Governmental Funds: General Fund Summary ($)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue	**84,457,127**	**84,882,323**	**87,163,942**	**92,386,036**
Taxes	29,540,692	30,097,000	30,338,650	30,716,000
Property	6,103,316	6,040,000	6,288,650	6,373,000
Use Tax	1,857,080	2,022,000	2,350,000	2,308,000
Sales Tax	21,285,172	21,715,000	21,400,000	21,715,000
Cigarette	295,125	320,000	300,000	320,000
Utility Franchise Fees	7,887,333	8,825,000	7,620,000	8,825,000
Water	43,529	45,000	50,000	45,000
Gas	5,070,087	6,500,000	5,100,000	6,500,000
Telephone	1,302,885	1,070,000	1,200,000	1,070,000
Electricity	711,041	610,000	670,000	610,000
Cable	759,790	600,000	600,000	600,000
PILOTS	22,658,996	23,150,000	22,700,000	26,804,612
Power & Light	15,888,390	16,000,000	16,000,000	19,654,612
Water Service	3,192,643	3,400,000	3,100,000	3,400,000
Sanitary Sewer	3,577,963	3,750,000	3,600,000	3,750,000
All Other	24,370,106	22,810,323	26,505,292	26,040,424
Licenses & Permits	5,543,479	4,589,300	6,389,358	6,743,900
Intergovernmental	7,857,059	7,055,000	7,604,000	7,745,000
Charges for Services	2,867,732	3,232,148	3,614,704	3,602,647
Fines & Court Costs	2,348,660	1,906,000	2,300,000	1,906,000
Interfund Chrgs Supp Services	3,403,231	5,573,875	5,573,875	5,609,877
Investment Income	531,117	281,000	391,000	280,000
Other	783,684	173,000	632,355	153,000
Transfers In	0	0	0	0
American Rescue Plan (ARP)	1,035,143	0	0	0
Grand Total	**84,457,127**	**84,882,323**	**87,163,942**	**92,386,036**

Expenditures and fund balance tables are on the next page.

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure	**83,942,357**	**147,534,545**	**148,887,013**	**92,386,036**
Salary & Benefits	62,854,642	10,592,098	10,011,373	63,250,373
Retiree Health Insurance	4,250,231	683,500	642,831	5,601,445
Operating Expenses	14,893,618	10,173,991	8,997,124	20,785,377
Equipment	148,641	68,071	56,035	84,371
Debt Service	1,785,058	1,792,440	1,792,336	1,819,470
Contingency	0	0	0	490,000
Transfers Out for Capital Improvements	10,167	62,252,223	65,415,090	355,000
Transfers Out to Police (067)	0	36,030,362	36,030,362	0
Transfers Out to Fire (017)	0	25,941,861	25,941,861	0
Grand Total	**83,942,357**	**147,534,545**	**148,887,013**	**92,386,036**

Net Revenues/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	448,803	(62,652,222)	(61,723,071)	(0)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)		
Beginning Unassigned Fund Balance	15,064,233	15,500,714
Cancellation of Prior Year Encumbrances	200,007	0
Change in Other Fund Balance Components	(12,678)	0
Revenue	87,163,942	92,386,036
Expenditure	(148,887,013)	(92,386,036)
Grand Total	**(46,471,509)**	**15,500,714**

Schedule 7 Governmental Funds:Tourism (004)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
American Rescue Plan (ARP)	0	0	0	0
Transient Guest Tax	2,349,663	2,260,000	2,260,000	2,260,000
Charges for Services	43,088	34,000	40,900	40,200
Investment Income	83,937	50,000	75,000	25,050
Other Revenue	43,621	4,000	39,250	26,000
Grand Total	**2,520,310**	**2,348,000**	**2,415,150**	**2,351,250**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	369,751	383,353	389,692	414,568
Retiree Health Insurance	14,268	16,500	15,486	19,150
Operating Expenses	1,028,500	1,756,225	1,708,235	1,781,545
Equipment	19,744	10,000	10,000	0
Debt Service	630	0	0	0
Transfers Out for Capital Improvements	438,639	0	0	550,000
Grand Total	**1,871,532**	**2,166,078**	**2,123,413**	**2,765,263**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Tourism (004)	648,778	181,922	291,737	(414,013)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Tourism (004)		
Beginning Unassigned Fund Balance	1,673,869	2,019,854
Cancellation of Prior Year Encumbrances	54,248	0
Revenue	2,415,150	2,351,250
Expenditure	(2,123,413)	(2,765,263)
Grand Total	**2,019,854**	**1,605,841**

Schedule 7 Governmental Funds:Health & Animal Levy (005)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
American Rescue Plan (ARP)	0	0	0	0
Real Estate Tax	912,565	905,000	905,000	905,000
Sales Tax	0	0	0	0
Charges for Services	822,551	671,450	679,985	710,495
Investment Income	19,004	15,100	9,250	10,500
Federal & State Grants	0	0	0	0
Other Revenue	19,725	12,650	19,300	19,300
Transfers In	0	0	0	0
Grand Total	**1,773,844**	**1,604,200**	**1,613,535**	**1,645,295**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	1,003,004	806,877	568,800	894,792
Retiree Health Insurance	55,788	44,000	58,771	72,000
Operating Expenses	631,926	718,267	638,253	716,464
Equipment	9,175	98,460	88,075	98,460
Debt Service	847	0	0	0
Contingency	0	2,000	0	2,000
Grand Total	**1,700,740**	**1,669,603**	**1,353,899**	**1,783,715**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Health & Animal Levy (005)	73,104	(65,403)	259,636	(138,420)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Health & Animal Levy (005)		
Beginning Unassigned Fund Balance	135,884	395,520
Revenue	1,613,535	1,645,295
Expenditure	(1,353,899)	(1,783,715)
Grand Total	**395,520**	**257,100**

Schedule 7 Governmental Funds:Parks Health & Recreation Levy (007)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Real Estate Tax	1,939,200	1,920,000	1,900,000	1,920,000
Sales Tax	0	0	0	0
Intergovernmental	0	0	0	0
Charges for Services	94,367	84,000	82,000	84,500
Investment Income	43,190	23,500	30,000	16,500
Other Revenue	394	0	0	0
Transfers In	0	0	0	0
Grand Total	**2,077,150**	**2,027,500**	**2,012,000**	**2,021,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	931,579	1,014,619	1,008,285	1,051,370
Retiree Health Insurance	113,202	115,000	115,000	129,816
Operating Expenses	855,699	860,943	881,229	835,416
Equipment	36,532	0	0	62,500
Debt Service	630	0	0	0
Transfers Out for Capital Improvements	0	0	0	0
Grand Total	**1,937,642**	**1,990,562**	**2,004,514**	**2,079,102**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Parks Health & Recreation Levy (007)	139,508	36,938	7,486	(58,102)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Parks Health & Recreation Levy (007)		
Beginning Unassigned Fund Balance	707,884	716,708
Cancellation of Prior Year Encumbrances	1,338	0
Revenue	2,012,000	2,021,000
Expenditure	(2,004,514)	(2,079,102)

	FY 2025-26 Estimated	FY 2026-27 Proposed
Grand Total	**716,708**	**658,606**

Schedule 7 Governmental Funds:Com. Dev Block Grant (008)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Federal Grant	1,385,439	741,682	754,624	861,925
Other Revenue	0	0	0	0
Grand Total	**1,385,439**	**741,682**	**754,624**	**861,925**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	151,867	133,969	149,900	132,444
Operating Expenses	503,317	607,713	734,372	669,031
Equipment	0	0	0	0
Debt Service	235	0	0	0
Transfers Out for Capital Improvements	726,888	0	0	0
Grand Total	**1,382,308**	**741,682**	**884,272**	**801,475**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Com. Dev Block Grant (008)	3,132	(0)	(129,648)	60,450

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Com. Dev Block Grant (008)		
Beginning Unassigned Fund Balance	(196,368)	(326,016)
Revenue	754,624	861,925
Expenditure	(884,272)	(801,475)
Grand Total	**(326,016)**	**(265,566)**

Schedule 7 Governmental Funds:HOME (009)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Federal Grant	802,046	400,000	592,504	478,578
Other Revenue	0	0	0	0
Grand Total	**802,046**	**400,000**	**592,504**	**478,578**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	33,367	34,869	33,700	36,643
Operating Expenses	583,586	22,482	52,339	23,780
Equipment	185,092	340,000	0	340,000
Grand Total	**802,046**	**397,351**	**86,039**	**400,423**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
HOME (009)	0	2,649	506,465	78,155

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
HOME (009)		
Beginning Unassigned Fund Balance	(2,397,468)	(1,822,385)
Change in Other Fund Balance Components	68,618	0
Revenue	592,504	478,578
Expenditure	(86,039)	(400,423)
Grand Total	**(1,822,385)**	**(1,744,230)**

Schedule 7 Governmental Funds:Animal Shelter Use Tax (010)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Use Tax	893,000	911,000	911,000	928,000
Sales Tax	0	0	0	0
Investment Income	27,234	28,000	23,600	28,000
Other Revenue	1,059	0	0	0
Transfers In	0	0	0	75,000
Grand Total	**921,293**	**939,000**	**934,600**	**1,031,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	686,280	1,139,559	987,502	1,042,911
Retiree Health Insurance	0	0	0	0
Operating Expenses	222,004	0	35,250	97,800
Equipment	0	0	0	0
Grand Total	**908,285**	**1,139,559**	**1,022,752**	**1,140,711**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Shelter Use Tax (010)	13,009	(200,559)	(88,152)	(109,711)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Shelter Use Tax (010)		
Beginning Unassigned Fund Balance	511,417	423,683
Cancellation of Prior Year Encumbrances	418	0
Revenue	934,600	1,031,000
Expenditure	(1,022,752)	(1,140,711)
Grand Total	**423,683**	**313,972**

Schedule 7 Governmental Funds:Street Improvements Sales Tax (011) Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
American Rescue Plan (ARP)	2,671,068	0	0	0
Use Tax	928,539	1,013,000	1,120,945	1,154,000
Sales Tax	10,010,627	10,252,000	10,100,000	10,100,000
Intergovernmental	9,842	0	0	0
Charges for Services	0	0	0	0
Investment Income	878,751	400,000	800,000	600,000
Other Revenue	54	0	0	0
Transfers In	0	0	0	0
Grand Total	**14,498,882**	**11,665,000**	**12,020,945**	**11,854,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	426,180	598,448	466,863	638,118
Retiree Health Insurance	3,036	4,000	3,187	3,941
Operating Expenses	682,537	785,120	752,038	995,176
Equipment	84,724	72,000	52,357	7,000
Debt Service	1,844,973	1,797,500	1,797,500	1,797,600
Transfers Out for Capital Improvements	10,077,649	19,497,011	6,488,417	17,410,055
Grand Total	**13,119,099**	**22,754,079**	**9,560,362**	**20,851,890**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Street Improvements Sales Tax (011)	1,379,783	(11,089,079)	2,460,583	(8,997,890)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Street Improvements Sales Tax (011)		
Beginning Unassigned Fund Balance	24,419,564	27,224,797
Change in Prior Year Encumbrances	7,650	0

	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue	12,020,945	11,854,000
Expenditure	(9,560,362)	(20,851,890)
Grand Total	**26,887,797**	**18,226,907**

Schedule 7 Governmental Funds:Parks Improvement Sales Tax (012)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
American Rescue Plan (ARP)	0	0	0	0
Use Tax	464,325	506,000	560,473	577,000
Sales Tax	5,005,851	5,111,000	5,111,000	5,111,000
Intergovernmental	49,517	33,000	33,000	22,000
Charges for Services	516,948	296,100	290,090	317,300
Investment Income	161,061	41,000	155,000	86,000
Other Revenue	64,793	21,500	29,100	33,800
Transfers In	0	0	0	0
Grand Total	**6,262,495**	**6,008,600**	**6,178,663**	**6,147,100**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	3,184,152	3,938,253	3,675,823	4,174,056
Retiree Health Insurance	0	0	0	0
Operating Expenses	1,951,537	1,868,269	1,726,695	2,104,144
Equipment	48,983	535,190	402,620	536,000
Debt Service	2,832	0	0	0
Transfers Out for Capital Improvements	245,224	800,000	826,706	1,360,000
Grand Total	**5,432,728**	**7,141,712**	**6,631,843**	**8,174,200**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Parks Improvement Sales Tax (012)	829,767	(1,133,112)	(453,180)	(2,027,100)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Parks Improvement Sales Tax (012)		
Beginning Unassigned Fund Balance	5,320,425	4,877,061
Cancellation of Prior Year Encumbrances	9,816	0

	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue	6,178,663	6,147,100
Expenditure	(6,631,843)	(8,174,200)
Grand Total	**4,877,061**	**2,849,961**

Schedule 7 Governmental Funds:Stormwater Sales Tax (013)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Use Tax	464,325	506,000	560,473	577,000
Sales Tax	5,005,848	5,111,000	5,050,000	5,050,000
Intergovernmental	232,119	0	0	0
Charges for Services	0	0	0	0
Investment Income	513,583	250,000	400,000	300,000
Other Revenue	14,021	7,900	7,900	7,900
Transfers In	0	0	0	0
Grand Total	**6,229,896**	**5,874,900**	**6,018,373**	**5,934,900**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	1,914,457	2,044,270	1,866,147	2,169,450
Retiree Health Insurance	0	0	0	0
Operating Expenses	1,755,821	2,110,664	2,130,758	2,144,146
Equipment	38,311	98,300	96,868	33,300
Debt Service	173	0	0	0
Contingency	0	5,700	0	5,700
Transfers Out for Capital Improvements	1,290,332	5,990,000	1,840,795	2,380,000
Grand Total	**4,999,095**	**10,248,933**	**5,934,567**	**6,732,596**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Stormwater Sales Tax (013)	1,230,801	(4,374,033)	83,806	(797,696)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Stormwater Sales Tax (013)		
Beginning Unassigned Fund Balance	14,836,824	14,921,059
Cancellation of Prior Year Encumbrances	429	0
Revenue	6,018,373	5,934,900
Expenditure	(5,934,567)	(6,732,596)

	FY 2025-26 Estimated	FY 2026-27 Proposed
Grand Total	**14,921,059**	**14,123,363**

Schedule 7 Governmental Funds:Grants (015)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Intergovernmental	4,095,510	1,424,504	3,187,346	1,324,356
Charges for Services	274,742	109,023	236,583	109,023
Federal & State Grants	240,193	57,400	301,735	280,855
Other Revenue	252,369	75,000	404,407	363,007
Transfers In	0	0	0	0
Grand Total	**4,862,814**	**1,665,927**	**4,130,070**	**2,077,241**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	3,703,973	1,494,184	3,259,121	1,874,845
Retiree Health Insurance	0	0	0	0
Operating Expenses	943,686	171,743	297,924	202,396
Equipment	56,796	0	572,125	0
Debt Service	0	0	0	0
Grand Total	**4,704,455**	**1,665,927**	**4,129,170**	**2,077,241**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Grants (015)	158,359	(0)	900	0

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Grants (015)		
Beginning Unassigned Fund Balance	(132,031)	(131,041)
Cancellation of Prior Year Encumbrances	90	0
Revenue	4,130,070	2,077,241
Expenditure	(4,129,170)	(2,077,241)
Grand Total	**(131,041)**	**(131,041)**

Schedule 7 Governmental Funds:Police Public Safety Sales Tax (016) Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Use Tax	232,162	253,000	280,236	288,000
Sales Tax	2,887,067	2,904,000	2,904,000	2,904,000
Investment Income	113,704	93,000	93,000	93,000
Other Revenue	126,070	7,600	7,600	7,600
Grand Total	**3,359,003**	**3,257,600**	**3,284,836**	**3,292,600**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Operating Expenses	1,405,404	1,655,466	1,436,531	1,701,781
Equipment	1,717,358	1,229,752	1,164,670	3,267,263
Debt Service	22,520	22,600	22,520	0
Transfers Out for Capital Improvements	463,024	0	0	0
Grand Total	**3,608,307**	**2,907,818**	**2,623,721**	**4,969,044**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Police Public Safety Sales Tax (016)	(249,304)	349,782	661,115	(1,676,444)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Police Public Safety Sales Tax (016)		
Beginning Unassigned Fund Balance	3,037,426	2,668,021
Cancellation of Prior Year Encumbrances	6,523	0
Pending Capital Projects Transfers to Capital Project Fund - Open Encumbrances	(1,037,043)	0
Revenue	3,284,836	3,292,600
Expenditure	(2,623,721)	(4,969,044)

	FY 2025-26 Estimated	FY 2026-27 Proposed
Grand Total	**2,668,021**	**991,576**

Schedule 7 Governmental Funds:Fire Protection Sales Tax (017)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Use Tax	928,539	1,013,000	946,785	1,154,000
Sales Tax	11,162,324	11,211,000	11,211,000	11,211,000
Investment Income	540,592	435,000	435,000	335,000
Other Revenue	54,653	6,000	200,500	6,000
Transfers In	0	25,941,861	25,941,861	0
Grand Total	**12,686,108**	**38,606,861**	**38,735,146**	**12,706,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	5,450,735	28,017,850	27,830,086	6,344,813
Retiree Health Insurance	0	1,818,000	1,768,024	0
Operating Expenses	1,965,714	5,889,470	5,532,303	3,268,619
Equipment	260,430	973,006	1,850,000	770,000
Debt Service	1,839	2,831,500	2,975,996	2,978,700
Transfers Out for Capital Improvements	3,805,188	10,000,000	10,000,000	0
Grand Total	**11,483,906**	**49,529,826**	**49,956,410**	**13,362,133**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Protection Sales Tax (017)	1,202,202	(10,922,965)	(11,221,264)	(656,133)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Protection Sales Tax (017)		
Beginning Unassigned Fund Balance	16,645,670	5,511,484
Cancellation of Prior Year Encumbrances	87,078	0
Revenue	38,735,146	12,706,000
Expenditure	(49,956,410)	(13,362,133)
Grand Total	**5,511,484**	**4,855,351**

Schedule 7 Governmental Funds:Police Use Tax (018)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Use Tax	4,683,000	4,782,000	4,782,000	4,875,000
Sales Tax	0	0	0	0
Investment Income	183,530	139,000	139,000	139,000
Other Revenue	2,493	0	0	0
Grand Total	**4,869,023**	**4,921,000**	**4,921,000**	**5,014,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	3,982,598	4,452,914	4,322,143	4,984,326
Retiree Health Insurance	0	0	0	0
Operating Expenses	1,424,676	720,820	666,920	497,190
Equipment	824,098	533,420	533,420	64,420
Transfers Out for Capital Improvements	75,562	0	0	0
Grand Total	**6,306,934**	**5,707,154**	**5,522,483**	**5,545,936**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Police Use Tax (018)	(1,437,911)	(786,154)	(601,483)	(531,936)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Police Use Tax (018)		
Beginning Unassigned Fund Balance	3,597,151	1,201,557
Cancellation of Prior Year Encumbrances	3,512	0
Pending Capital Projects Transfers to Capital Project Fund - Open Encumbrances	(1,797,623)	0
Revenue	4,921,000	5,014,000
Expenditure	(5,522,483)	(5,545,936)
Grand Total	**1,201,557**	**669,621**

Schedule 7 Governmental Funds:Marijuana Sales Tax Fund (065)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Sales Tax	928,121	970,000	970,000	830,000
Investment Income	18,376	10,000	11,400	0
Other Revenue	0	0	0	0
Grand Total	**946,496**	**980,000**	**981,400**	**830,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	0	24,598	43,600	0
Retiree Health Insurance	0	0	0	0
Operating Expenses	139	100,000	275,000	702,000
Equipment	0	0	0	58,729
Debt Service	0	330,100	330,100	328,625
Transfers Out for Capital Improvements	900,000	0	0	0
Grand Total	**900,139**	**454,698**	**648,700**	**1,089,354**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Marijuana Sales Tax Fund (065)	46,357	525,302	332,700	(259,354)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Marijuana Sales Tax Fund (065)		
Beginning Unassigned Fund Balance	326,120	658,820
Revenue	981,400	830,000
Expenditure	(648,700)	(1,089,354)
Grand Total	**658,820**	**399,466**

Schedule 7 Governmental Funds:Prop PD Sales Tax (067)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Use Tax	569,046	506,000	560,473	577,000
Sales Tax	2,619,213	5,500,000	5,500,000	5,500,000
Charges for Services	0	0	115,000	119,600
Investment Income	7,514	0	0	0
Other Revenue	0	0	0	0
Transfers In	0	36,030,362	36,030,362	0
Grand Total	**3,195,772**	**42,036,362**	**42,205,835**	**6,196,600**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	2,036,049	32,866,456	33,345,211	5,175,177
Retiree Health Insurance	0	2,300,000	2,179,528	0
Operating Expenses	65	6,817,236	7,349,988	0
Equipment	0	0	0	0
Debt Service	0	0	0	0
Grand Total	**2,036,113**	**41,983,692**	**42,874,727**	**5,175,177**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Prop PD Sales Tax (067)	1,159,659	52,670	(668,892)	1,021,423

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Prop PD Sales Tax (067)		
Beginning Unassigned Fund Balance	1,160,075	491,183
Revenue	42,205,835	6,196,600
Expenditure	(42,874,727)	(5,175,177)
Grand Total	**491,183**	**1,512,606**

Schedule 8 Enterprise Funds: Power & Light (020)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	159,173,737	149,540,000	155,644,000	243,512,000
Investment Income	3,601,518	500,000	2,702,000	500,000
Other	5,959,660	6,500,000	6,308,470	6,000,000
Connection/Disconnection Charges	7,251	13,000	8,000	6,350
Penalties	1,308,561	1,000,000	1,302,000	1,100,000
Temporary Service	1,400	1,000	1,000	1,000
Rental Income	317,845	295,000	322,500	312,000
Interfund Service Charges	2,199,919	3,836,700	2,203,000	4,933,680
Miscellaneous	995,641	350,000	297,000	365,700
Transfers In	0	0	0	0
Grand Total	**173,565,531**	**162,035,700**	**168,787,970**	**256,730,730**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	29,676,170	34,620,298	32,277,454	35,796,975
Retiree Health Insurance	1,508,270	1,650,000	1,556,627	1,906,454
Operating Expenses	102,551,009	120,311,365	107,253,275	184,364,696
Equipment	225,886	1,437,100	513,000	1,188,300
Debt Service	8,631,812	8,634,000	8,634,000	8,634,000
Contingency	0	100,000	0	100,000
Transfers Out for Capital Improvements	5,374,643	24,399,000	4,462,997	41,477,400
Grand Total	**147,967,791**	**191,151,763**	**154,697,354**	**273,467,825**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)	25,597,740	(29,116,063)	14,090,616	(16,737,095)

Total Non-Restricted Resources Available

	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)		
Beginning Available Resources	92,516,698	106,607,314

	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue	168,787,970	256,730,730
Expenditure	(154,697,354)	(273,467,825)
Grand Total	**106,607,314**	**89,870,219**

Schedule 8 Enterprise Funds: Power & Light Capital (021)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Transfers In	5,374,643	24,399,000	24,399,000	41,477,400

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Equipment	1,182,760	24,399,000	1,390,000	41,477,400

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light Capital (021)	4,191,883	0	15,697,803	15,697,803

Ending Available Resources

	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light Capital (021)		
Beginning Unassigned Fund Balance	(7,311,197)	15,697,803
Revenue	24,399,000	41,477,400
Expenditure	(1,390,000)	(41,477,400)
Grand Total	**15,697,803**	**15,697,803**

Schedule 8 Enterprise Funds: Sanitary Sewer (030)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	34,875,626	35,770,000	36,435,857	41,255,000
Investment Income	1,765,214	500,000	1,200,000	750,000
Other	53,549	7,900	7,900	7,900
Penalties	283,700	200,000	202,467	200,000
Returned Check Charges	0	0	0	0
Interfund Service Charges	0	0	0	0
Miscellaneous	65,900	0	0	0
Transfers In	10,000	10,000	10,000	10,000
Grand Total	**37,053,989**	**36,487,900**	**37,856,224**	**42,222,900**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	6,479,731	7,472,390	6,284,302	7,794,123
Retiree Health Insurance	389,435	460,000	425,448	521,032
Operating Expenses	20,543,150	22,298,293	21,517,981	22,958,308
Equipment	184,716	530,800	515,257	215,300
Debt Service	6,221,198	6,245,000	6,245,000	6,250,000
Contingency	0	0	0	0
Transfers Out for Capital Improvements	5,161,748	8,000,000	2,658,035	6,090,000
Grand Total	**38,979,979**	**45,006,483**	**37,646,022**	**43,828,763**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Sanitary Sewer (030)	(1,925,991)	(8,518,583)	210,202	(1,605,863)

Total Non-Restricted Resources Available

	FY 2025-26 Estimated	FY 2026-27 Proposed
Sanitary Sewer (030)		
Beginning Unassigned Fund Balance	37,294,884	37,505,086
Cancellation of Prior Year Encumbrances	0	0

	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue	37,856,224	42,222,900
Expenditure	(37,646,022)	(43,828,763)
Grand Total	**37,505,086**	**35,899,223**

Schedule 8 Enterprise Funds: Power & Light Capital (021)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Transfers In	5,161,665	8,000,000	8,000,000	6,090,000

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Equipment	3,654,638	8,000,000	5,889,217	6,090,000

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Sanitary Sewer Capital (031)	1,507,027	0	(501,029)	(501,029)

Ending Available Resources

	FY 2025-26 Estimated	FY 2026-27 Proposed
Sanitary Sewer Capital (031)		
Beginning Unassigned Fund Balance	(2,770,760)	(501,029)
Cancellation of Prior Year Encumbrances	158,948	0
Revenue	8,000,000	6,090,000
Expenditure	(5,889,217)	(6,090,000)
Grand Total	**(501,029)**	**(501,029)**

Schedule 8 Enterprise Funds: Water (040)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	33,194,680	32,127,000	32,361,284	32,152,000
Investment Income	2,204,226	1,000,000	1,717,362	1,500,000
Other	81,547	15,700	114,389	15,700
Connection/Disconnection Charges	27,526	17,000	31,833	0
Penalties	173,935	200,000	173,224	175,000
Returned Check Charges	29,955	26,000	28,785	0
Rental Income	138,844	85,000	109,808	100,000
Interfund Service Charges	3,626,100	0	0	0
Miscellaneous	86,504	15,000	15,387	0
Transfers In	0	0	0	0
Grand Total	**39,563,317**	**33,485,700**	**34,552,072**	**33,942,700**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	9,715,401	8,566,889	8,216,807	9,386,357
Retiree Health Insurance	362,400	405,000	330,237	404,361
Operating Expenses	18,904,893	23,305,147	22,322,737	21,962,074
Equipment	251,809	237,500	248,408	323,200
Debt Service	2,517,255	2,542,000	2,542,000	2,544,000
Contingency	0	50,000	0	50,000
Transfers Out for Capital Improvements	4,213,952	9,050,000	3,440,787	9,940,000
Grand Total	**35,965,709**	**44,156,536**	**37,100,977**	**44,609,992**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Water (040)	3,597,609	(10,670,836)	(2,548,905)	(10,667,292)

Total Non-Restricted Resources Available

	FY 2025-26 Estimated	FY 2026-27 Proposed
Water (040)		
Beginning Unassigned Fund Balance	56,227,572	53,678,667

	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue	34,552,072	33,942,700
Expenditure	(37,100,977)	(44,609,992)
Grand Total	**53,678,667**	**43,011,376**

Schedule 8 Enterprise Funds: Water Capital (041)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Transfers In	4,213,952	9,050,000	9,050,000	9,940,000

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Equipment	2,060,665	9,050,000	7,634,588	9,940,000

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Water Capital (041)	2,153,287	0	16,437	16,437

Ending Available Resources

	FY 2025-26 Estimated	FY 2026-27 Proposed
Water Capital (041)		
Beginning Unassigned Fund Balance	(1,451,448)	16,437
Cancellation of Prior Year Encumbrances	52,473	0
Revenue	9,050,000	9,940,000
Expenditure	(7,634,588)	(9,940,000)
Grand Total	**16,437**	**16,437**

Schedule 9 Internal Service Funds:Central Garage Fund (090)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	3,647,062	4,170,668	4,176,668	4,031,744
Investment Income	66,344	7,500	43,700	7,500
Other Revenue	140,622	0	243,323	0
Grand Total	**3,854,028**	**4,178,168**	**4,463,691**	**4,039,244**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	804,349	982,644	928,434	1,050,494
Retiree Health Insurance	37,529	57,200	36,566	44,873
Operating Expenses	2,725,009	2,560,178	2,433,967	2,666,761
Equipment	96,899	15,000	14,000	62,000
Grand Total	**3,663,786**	**3,615,022**	**3,412,967**	**3,824,128**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Central Garage Fund (090)	190,242	563,146	1,050,724	215,116

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Central Garage Fund (090)		
Beginning Unassigned Fund Balance	129,609	2,357,930
Cancellation of Prior Year Encumbrances	132,732	0
Change in Other Fund Balance Components	(8,985)	0
GAAP Components - OPEB and LAGERS	1,053,850	0
Revenue	4,463,691	4,039,244
Expenditure	(3,412,967)	(3,824,128)
Grand Total	**2,357,930**	**2,573,046**

Schedule 9 Internal Service Funds:Staywell Health Fund (091)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
American Rescue Plan (ARP)	0	0	0	0
Charges for Services	20,935,527	22,649,900	22,466,900	24,166,000
Investment Income	312,165	155,000	327,500	200,000
Other Revenue	3,545,451	2,636,600	2,379,200	2,200,000
Grand Total	**24,793,143**	**25,441,500**	**25,173,600**	**26,566,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	615,846	490,500	867,500	854,600
Operating Expenses	23,581,349	24,460,900	23,540,600	25,502,000
Equipment	0	0	0	0
Grand Total	**24,197,195**	**24,951,400**	**24,408,100**	**26,356,600**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Staywell Health Fund (091)	595,948	490,100	765,500	209,400

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Staywell Health Fund (091)		
Beginning Unassigned Fund Balance	6,387,420	7,152,920
Revenue	25,173,600	26,566,000
Expenditure	(24,408,100)	(26,356,600)
Grand Total	**7,152,920**	**7,362,320**

Schedule 9 Internal Service Funds:Workers' Comp Fund (092)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	3,918,000	4,640,800	4,640,800	5,162,600
Investment Income	184,818	100,000	163,000	100,000
Other Revenue	33,493	0	22,100	0
Grand Total	**4,136,312**	**4,740,800**	**4,825,900**	**5,262,600**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	29,877	11,072	11,285	11,440
Operating Expenses	11,158,633	4,666,978	6,007,422	5,161,157
Equipment	0	0	0	0
Grand Total	**11,188,510**	**4,678,050**	**6,018,707**	**5,172,597**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Workers' Comp Fund (092)	(7,052,198)	62,750	(1,192,807)	90,003

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Workers' Comp Fund (092)		
Beginning Unassigned Fund Balance	(15,637,128)	(16,829,601)
Cancellation of Prior Year Encumbrances	334	0
Revenue	4,825,900	5,262,600
Expenditure	(6,018,707)	(5,172,597)
Grand Total	**(16,829,601)**	**(16,739,598)**

Schedule 9 Internal Service Funds:Risk Management Fund (093)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	3,192,200	5,399,000	5,399,000	5,917,000
Investment Income	23,694	13,000	4,000	0
Other Revenue	661,810	0	302,000	0
Grand Total	**3,877,704**	**5,412,000**	**5,705,000**	**5,917,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	1,960	11,072	0	11,461
Retiree Health Insurance	0	0	0	0
Operating Expenses	5,796,614	5,849,142	5,916,114	5,905,539
Equipment	0	0	0	0
Grand Total	**5,798,574**	**5,860,214**	**5,916,114**	**5,917,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Risk Management Fund (093)	(1,920,870)	(448,214)	(211,114)	0

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Risk Management Fund (093)		
Beginning Unassigned Fund Balance	(4,377,557)	(4,588,671)
Revenue	5,705,000	5,917,000
Expenditure	(5,916,114)	(5,917,000)
Grand Total	**(4,588,671)**	**(4,588,671)**

Schedule 9 Internal Service Funds:ERP Fund (095)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	12,969,710	14,820,350	14,820,350	13,117,510
Investment Income	0	0	0	0
Other Revenue	5,460	0	10,000	0
Transfers In	0	0	0	0
Grand Total	**12,975,170**	**14,820,350**	**14,830,350**	**13,117,510**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	5,851,273	7,464,072	6,622,791	8,665,033
Retiree Health Insurance	177,844	231,000	168,560	207,711
Operating Expenses	4,700,680	6,609,872	5,644,549	6,696,087
Equipment	105,363	175,000	221,372	206,910
Debt Service	4,887	0	0	0
Contingency	0	0	0	25,000
Transfers Out for Capital Improvements	0	1,168,334	1,681,668	1,134,500
Grand Total	**10,840,047**	**15,648,278**	**14,338,940**	**16,935,241**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Fund (095)	2,135,123	(827,928)	491,410	(3,817,731)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Fund (095)		
Beginning Unassigned Fund Balance	(5,313,324)	806,683
Change in Other Fund Balance Components	18,264	0
GAAP Components - OPEB and LAGERS	5,610,333	0
Revenue	14,830,350	13,117,510
Expenditure	(14,338,940)	(16,935,241)
Grand Total	**806,683**	**(3,011,049)**

Schedule 9 Internal Service Funds:ERP Capital Fund (096)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Transfers In	0	1,168,334	1,106,584	1,134,500
Grand Total	**0**	**1,168,334**	**1,106,584**	**1,134,500**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Equipment	0	1,580,000	0	1,580,000
Grand Total	**0**	**1,580,000**	**0**	**1,580,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Capital Fund (096)	0	(411,666)	1,106,584	(445,500)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Capital Fund (096)		
Beginning Unassigned Fund Balance	0	1,106,584
Revenue	1,106,584	1,134,500
Expenditure	0	(1,580,000)
Grand Total	**1,106,584**	**661,084**

Schedule 10 Governmental Funds:Street Improvements Fund (051)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Intergovernmental	730,774	0	0	0
Investment Income	140	0	0	0
Transfers In	11,033,908	19,497,011	19,497,011	17,410,055
Grand Total	**11,764,822**	**19,497,011**	**19,497,011**	**17,410,055**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	0	0	0	0
Operating Expenses	9,500	0	0	0
Equipment	5,830,100	19,497,011	14,824,112	17,410,055
Debt Service	139,463	0	0	0
Transfers Out for Capital Improvements	0	0	0	0
Grand Total	**5,979,062**	**19,497,011**	**14,824,112**	**17,410,055**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Street Improvements Fund (051)	5,785,759	0	4,672,899	0

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Street Improvements Fund (051)		
Beginning Unassigned Fund Balance	(11,931,443)	(6,641,904)
Cancellation of Prior Year Encumbrances	9,921	0
Change in Other Fund Balance Components	606,719	0
Year-End Investment Market Value Adjustments	0	0
Revenue	19,497,011	17,410,055
Expenditure	(14,824,112)	(17,410,055)
Grand Total	**(6,641,904)**	**(6,641,904)**

Schedule 10 Governmental Funds:Police Improvements Fund (052)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Transfers In	1,438,586	0	2,745,361	0
Grand Total	**1,438,586**	**0**	**2,745,361**	**0**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Equipment	154,675	0	550,000	0
Grand Total	**154,675**	**0**	**550,000**	**0**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Police Improvements Fund (052)	1,283,911	0	2,195,361	0

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Police Improvements Fund (052)		
Beginning Unassigned Fund Balance	(4,798,987)	261,750
Change in Other Fund Balance Components	2,865,376	0
Revenue	2,745,361	0
Expenditure	(550,000)	0
Grand Total	**261,750**	**261,750**

Schedule 10 Governmental Funds:Fire Improvements Fund (053)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Transfers In	3,805,188	10,000,000	10,000,000	0
Grand Total	**3,805,188**	**10,000,000**	**10,000,000**	**0**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Equipment	3,866,750	10,000,000	10,000,000	0
Grand Total	**3,866,750**	**10,000,000**	**10,000,000**	**0**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Improvements Fund (053)	(61,562)	0	0	0

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Improvements Fund (053)		
Beginning Unassigned Fund Balance	(3,268,028)	(3,268,028)
Revenue	10,000,000	0
Expenditure	(10,000,000)	0
Grand Total	**(3,268,028)**	**(3,268,028)**

Schedule 10 Governmental Funds:GO Bond (054)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Investment Income	0	0	620,000	250,000
Grand Total	**0**	**0**	**620,000**	**250,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Operating Expenses	0	0	23,000	35,000
Equipment	0	0	11,176,385	0
Grand Total	**0**	**0**	**11,199,385**	**35,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
GO Bond (054)	0	0	(10,579,385)	215,000

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
GO Bond (054)		
Beginning Unassigned Fund Balance	0	18,295,802
Change in Other Fund Balance Components	28,875,187	0
Revenue	620,000	250,000
Expenditure	(11,199,385)	(35,000)
Grand Total	**18,295,802**	**18,510,802**

This fund is shown for transparency purposes. Expenditures have already been accounted for in other capital project funds.

Schedule 10 Governmental Funds:Bldgs and Other Improv Fund (057)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	2,601	0	0	0
Intergovernmental	0	0	0	0
Investment Income	467,391	0	0	0
Other Revenue	143	0	0	0
Transfers In	334	280,000	0	280,000
Grand Total	**470,469**	**280,000**	**0**	**280,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	0	0	0	0
Operating Expenses	0	0	0	0
Equipment	2,251,021	280,000	7,665,669	280,000
Transfers Out for Capital Improvements	0	0	0	0
Grand Total	**2,251,021**	**280,000**	**7,665,669**	**280,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Bldgs and Other Improv Fund (057)	(1,780,551)	0	(7,665,669)	0

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Bldgs and Other Improv Fund (057)		
Beginning Unassigned Fund Balance	(8,641,229)	(8,017,302)
Change in Other Fund Balance Components	8,289,596	0
Revenue	0	280,000
Expenditure	(7,665,669)	(280,000)
Grand Total	**(8,017,302)**	**(8,017,302)**

Schedule 10 Governmental Funds:Storm Drainage Improv Fund (058) Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Intergovernmental	1,443,898	0	0	5,000,000
Transfers In	1,290,248	5,990,000	0	2,380,000
Grand Total	**2,734,146**	**5,990,000**	**0**	**7,380,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	0	0	0	0
Equipment	2,504,574	5,990,000	10,258,978	2,380,000
Grand Total	**2,504,574**	**5,990,000**	**10,258,978**	**2,380,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Storm Drainage Improv Fund (058)	229,572	0	(10,258,978)	5,000,000

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Storm Drainage Improv Fund (058)		
Beginning Unassigned Fund Balance	(15,794,891)	(25,537,182)
Cancellation of Prior Year Encumbrances	344,960	0
Change in Prior Year Encumbrances	171,727	0
Revenue	0	7,380,000
Expenditure	(10,258,978)	(2,380,000)
Grand Total	**(25,537,182)**	**(20,537,182)**

Schedule 10 Governmental Funds:Park Improvements Fund (059)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Investment Income	0	0	0	0
Transfers In	454,768	800,000	826,706	1,910,000
Grand Total	**454,768**	**800,000**	**826,706**	**1,910,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	0	0	0	0
Operating Expenses	15,000	0	0	0
Equipment	320,224	800,000	826,706	1,910,000
Transfers Out for Capital Improvements	0	0	0	0
Grand Total	**335,224**	**800,000**	**826,706**	**1,910,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Park Improvements Fund (059)	119,544	0	0	0

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Park Improvements Fund (059)		
Beginning Unassigned Fund Balance	(98,530)	(98,530)
Revenue	826,706	1,910,000
Expenditure	(826,706)	(1,910,000)
Grand Total	**(98,530)**	**(98,530)**

Schedule 10
Full-Time Equivalent Employees

Department	FY 2024-25 Adopted Budget	FY 2025-26 Adopted Budget	FY 2026-27 Proposed Budget
Community Services	**146.61**	**150.24**	**155.63**
Community Development	39.00	38.00	40.00
Health and Animal Services	35.08	29.51	29.9
Parks, Recreation, and Tourism	73.38	82.73	85.73
Internal Service Fund	**50.31**	**56.32**	**66.23**
Finance and Administration	14.82	18.00	22.00
Human Resources	10.00	10.00	11.00
Law	0.24	0.82	2.98
Communications	2.00	4.00	4.00
Technical Services	23.25	24.50	26.25
Municipal Services	**238.4**	**209.10**	**209.75**
Muncipal Services	7.45	8.50	8.50
Central Garage	9.44	9.44	9.44
Sanitary Sewer	70.78	70.58	70.58
Street Maintenance	26.85	26.35	26.35
Stormwater	21.45	21.20	21.20
Water	103.13	73.03	73.68
Policy and Leadership	**19.25**	**18.50**	**13.50**
Office of the City Manager	10.25	9.50	4.50
Offices of the Mayor and City Council	9.00	9.00	9.00
Public Safety	**547.25**	**542.63**	**552.24**
Fire	201.00	201.00	207.00
Municipal Court	14.62	11.00	12.61
Police	331.63	330.63	332.63
Utilities	**180.3**	**220.8**	**213.85**
Power and Light	180.30	220.8	213.85
Water	0.00	0.00	0.00
Total Full-Time Equivalent	**1,162.87**	**1,197.59**	**1,211.20**

Schedule 11 Tax Increment Financing: Crackerneck Creek Bass Pro TIF
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Sales Tax	1,317,690	1,365,000	1,306,900	1,306,900
Real Estate Tax	547,338	550,000	291,336	300,000
Investment Income	319,630	70,000	327,300	312,300
Federal & State Grants	250,000	200,000	215,000	215,000
Other Revenue	993,372	1,000,000	911,978	1,000,000
Transfers In	2,820,000	0	2,500,000	2,500,000
Grand Total	**6,248,029**	**3,185,000**	**5,552,514**	**5,634,200**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Debt Service	6,882,113	6,525,000	6,524,763	6,487,000
Operating Expenses	40,832	40,000	0	0
Transfers Out for Capital Improvements	0	0	0	0
Grand Total	**6,922,945**	**6,565,000**	**6,524,763**	**6,487,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Crackerneck Creek Bass Pro TIF	(674,915)	(3,380,000)	(972,249)	(852,800)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Crackerneck Creek Bass Pro TIF		
Beginning Unassigned Fund Balance	2,425,082	1,452,833
Revenue	5,552,514	5,634,200
Expenditure	(6,524,763)	(6,487,000)
Grand Total	**1,452,833**	**600,033**

Schedule 11 Tax Increment Financing: HCA Centerpoint TIF
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Sales Tax	35,536	33,200	52,800	52,800
Real Estate Tax	4,294,176	4,200,000	4,998,486	4,998,486
Investment Income	211,786	59,000	74,400	70,100
Other Revenue	0	0	0	0
Transfers In	11,269	0	0	0
Grand Total	**4,552,767**	**4,292,200**	**5,125,686**	**5,121,386**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Debt Service	3,139,050	3,215,200	0	4,441,600
Equipment	1,000,000	1,000,000	1,000,000	1,000,000
Operating Expenses	196,018	193,500	211,500	193,500
Transfers Out for Capital Improvements	11,269	0	0	0
Grand Total	**4,346,337**	**4,408,700**	**1,211,500**	**5,635,100**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
HCA Centerpoint TIF	206,430	(116,500)	3,914,186	(513,714)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
HCA Centerpoint TIF		
Beginning Unassigned Fund Balance	1,506,944	1,540,144
Revenue	5,125,686	5,121,386
Expenditure	(1,211,500)	(5,635,100)
Grand Total	**5,421,130**	**1,026,430**

Schedule 11 Tax Increment Financing: Santa Fe TIF
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Sales Tax	0	2,500	0	0
Real Estate Tax	0	40,000	0	0
Investment Income	23,671	1,000	0	0
Other Revenue	0	100,000	0	0
Transfers In	748,000	0	560,481	560,481
Grand Total	**771,671**	**143,500**	**560,481**	**560,481**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Debt Service	531,513	528,850	529,550	529,500
Operating Expenses	6,750	3,000	10,100	10,100
Grand Total	**538,263**	**531,850**	**539,650**	**539,600**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Santa Fe TIF	233,409	(388,350)	20,831	20,881

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Santa Fe TIF		
Beginning Unassigned Fund Balance	810,215	831,046
Revenue	560,481	560,481
Expenditure	(539,650)	(539,600)
Grand Total	**831,046**	**851,927**

Schedule 11 Tax Increment Financing: TIF Supplemental Fund
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Sales Tax	(3,193,137)	0	3,269,100	3,232,000
Real Estate Tax	(293,434)	0	294,000	293,800
Investment Income	(443,232)	0	547,500	547,500
Other Revenue	0	0	0	0
Transfers In	0	0	0	0
Grand Total	**(3,929,803)**	**0**	**4,110,600**	**4,073,300**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Equipment	0	0	0	0
Operating Expenses	3,115	0	5,000	5,000
Transfers Out for Capital Improvements	0	0	0	0
Grand Total	**3,115**	**0**	**5,000**	**5,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
TIF Supplemental Fund	(3,926,688)	0	4,105,600	4,068,300

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
TIF Supplemental Fund		
Beginning Unassigned Fund Balance	14,124,827	18,230,427
Revenue	4,110,600	4,073,300
Expenditure	(5,000)	(5,000)
Grand Total	**18,230,427**	**22,298,727**

General Obligation Bond

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Investment Income	4,292	2,000	39,600	25,000
Other Revenue	0	9,289	0	0
Real Estate Tax	0	0	3,394,988	0
Grand Total	**4,292**	**11,289**	**3,434,588**	**25,000**

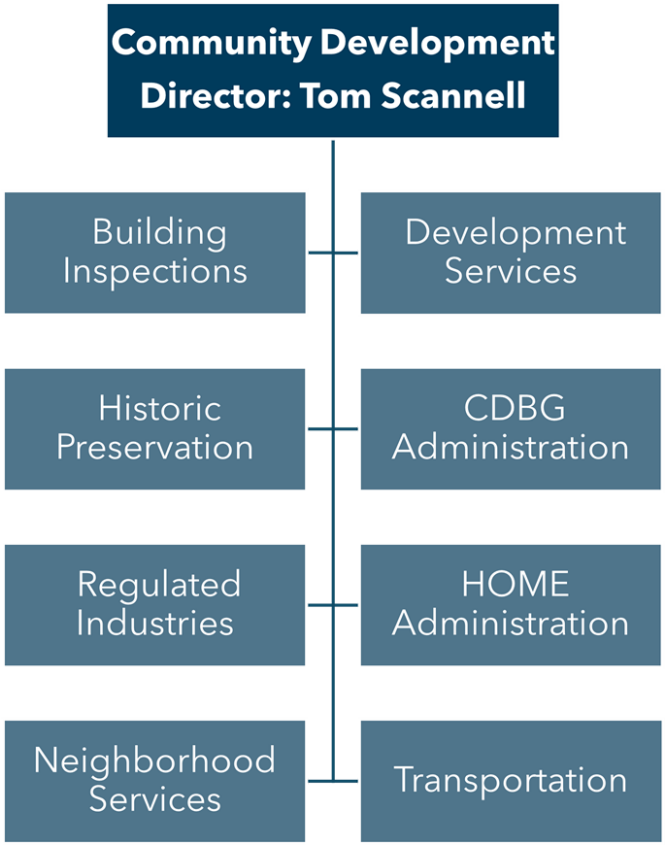
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	0	0	0	0
Operating Expenses	30	0	173,300	56,000
Debt Service	0	1,000	547,773	2,225,950
Grand Total	**30**	**1,000**	**721,073**	**2,281,950**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General Obligation Bond	4,262	10,289	2,713,515	(2,256,950)

This fund is shown for transparency purposes. Expenditures have already been accounted for in other funds.

Community Services


Community Development
Director: Tom Scannell
Building Inspections
Development Services
Historic Preservation
CDBG Administration
Regulated Industries
HOME Administration
Neighborhood Services
Transportation

Community Development

The Community Development Department works to enhance the quality of life in Independence by guiding responsible growth and development through planning, permitting, inspections, business licensing, code enforcement, historic preservation, and transit services. We strive to provide efficient service, ensure safe and vibrant neighborhoods, and support a strong and sustainable community.

Programs

Administration

The Administration Division supports the Community Development Department by providing leadership, coordination, and resources that enable each division to effectively serve the community. We work to ensure efficient operations, clear communication, and strategic direction that help the department accomplish its mission.

Neighborhood Services

The Neighborhood Services Division protects the safety, health, and quality of life in Independence neighborhoods through the fair and consistent administration and enforcement of property maintenance and zoning regulations.

Development Services

Development Services division administers planning and zoning services for land development in accordance with the Unified Development Code to ensure quality developments that preserve the uniqueness and character of the community. The division also ensures new development and redevelopment projects provide quality infrastructure meeting city codes and criteria through attentive engineering review and inspection services.

Transportation

The purpose of the Transportation function is to provide a rider-focused transit system that offers flexible, on-demand mobility options connecting residents to employment, healthcare, education, and community destinations.

Historic Preservation

The Historic Preservation Division is to assist in cultivating diverse and sustainable places by encouraging community-wide preservation of our irreplaceable, historic built and natural environments through proactive preservation planning, inclusive public engagement, and reinvestment in traditional building stock and neighborhoods.

Building Inspections

The Building Inspections Division protects the safety and quality of development in Independence by administering construction permitting, plan review, and inspections. The division also assists contractors and homeowners through the development process and administers the Vacant Structure and Dangerous Building programs.

Regulated Industries

The Regulated Industries Division administers and enforces licensing for businesses, long-term rental properties, short-term rental properties, and liquor establishments in a manner that promotes safe, high-quality development and neighborhood integrity. By working efficiently with business owners and coordinating closely with other City departments, Regulated Industries facilitates timely licensing and supports business retention, responsible growth, and economic vitality. Through proactive oversight of rental housing

and collaboration with landlords, the Division advances sustainable housing options and helps ensure safe living conditions for residents.

Community Development Block Grant

The Community Development Block Grant (CDBG) program provides federal funding to support community development activities that primarily benefit low- and moderate-income residents. The program focuses on improving housing conditions, expanding access to public services, supporting neighborhood revitalization efforts, and removing conditions of blight and deterioration. CDBG funds are used to assist eligible nonprofit organizations, public service providers, and City-led initiatives that address housing stability, public infrastructure needs, and community services that improve quality of life for Independence residents.

CDBG activities support strategic investment in neighborhoods, ensure compliance with federal HUD regulations, and promote equitable access to safe housing, essential services, and community amenities. The program also supports planning, administration, and monitoring activities to ensure accountability, transparency, and long-term community impact.

HOME Grant

The HOME Investment Partnerships Program (HOME) provides federal funding to expand and preserve affordable housing opportunities for low- and moderate-income households. HOME funds are primarily used to support housing rehabilitation, new housing development, and partnerships with nonprofit and private housing providers to increase the availability of safe, decent, and affordable housing within the community.

The HOME Program emphasizes long-term housing affordability, compliance with federal housing standards, and sustainable housing solutions. Through strategic investment and oversight, HOME funds help address housing needs, stabilize neighborhoods, and support residents who may otherwise face housing insecurity.

Strategic Plan Connection

A Well-Planned City

4.2 High Quality Urban Approach - Continue to support high-quality planning, ranging from building design to neighborhood layouts, while pursuing urban approaches to issues such as multimodal transportation, infill, density, connected trails and parks, and walkable neighborhoods.

4.3 Stabilize and Revitalize Neighborhoods - Partner with citizens and businesses to promote and maintain a safe, healthy, and desirable living and working environment through the administration of property maintenance, zoning, and right-of-way codes.

4.5 Housing and Transportation Choices - Vigorously encourage, through a wide variety of actions, the development of sustainable and lasting housing options for all individuals and families and improve mobility options that accommodate all travel modes.

An Innovative Economy

2.1 Business Growth - Support retention and growth of both the traded and local business sectors while welcoming and encouraging new and existing businesses, in coordination with the Independence Economic Development Partnership.

An Engaged Community

1.3 Public Agencies Collaboration - Foster successful collaboration with other public agencies and build on these successes.

A High-Performance Organization

6.1 Values-Driven Culture - Promote a values-driven organizational culture that reinforces ethical behavior, exercises transparency, and maintains the community's trust.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Continue to improve quality of life for Independence residents by removing blight and increasing the number of safe dwellings: Number of dangerous buildings demolished.	16	15	10	Removing dangerous and blighted structures improves neighborhood safety, stabliizes property values, and suports long-term community revitalization. Continued demolition of unsafe buildings reduces fire hazards, prevents illegal activity, and opes the door for future development that enhances quality of life for Independence residents.
Provide safe and reliable public transit to improve mobility options: Number of IRIS Rides completed.	NA	40646	41000	Providing safe and reliable public transit expands mobility options for residents who depend on these services for work, medical appointments, and essential daily needs. Increasing completed rides reduces barriers for vulnerable populations, and supports overall community well?being by ensuring residents can access opportunities throughout Independence.
Conduct professional and appropriate outreach with concerned residents to maintain safe and desirable living and working environments: Total number of abatements completed.	609	830	830	Conducting timely abatements and working directly with concerned residents helps maintain safe, clean, and stable neighborhoods. Proactive outreach reduces nuisance conditions, prevents deterioration, and supports a healthier living and working environment throughout Independence.
New and renewed business and landlord licenses	7260	7400	7400	Issuing new and renewed business and landlord licenses supports a safe, accountable, and well? regulated local economy. Tracking these licenses ensures compliance with City standards, encourages responsible property management, and promotes a stable environment for both residents and businesses to thrive.
Dollars invested - residential & commercial building permits	$146M	$270M	$320M	Investments made through residential and commercial building permits strengthen Independence's economic base and support ongoing neighborhood improvement. Tracking dollars invested highlights growth, encourages responsible development, and promotes a vibrant and sustainable community.

Accomplishments

Neighborhood Services conducted a Neighborhood Improvement Initiative (Neighborhood Sweep) in the Proctor and Santa Fe neighborhoods, completed a Corridor Sweep in the Englewood Arts District, and undertook targeted proactive enforcement efforts in the Mount Washington neighborhood.

Development Services completed two staff initiated rezonings (North Square and North Dodgin), correcting zoning for 79 single family homes. These actions eliminated legal nonconforming status and helped stabilize neighborhood housing. The Department also secured adoption of five UDO amendments that improve development standards, clarify billboard regulations, modernize ARTS District signage requirements, support community garden uses, and reduce land-use conflicts associated with auto-related businesses. In addition, Development Services supported new residential growth by issuing permits for 82 single family lots and facilitating the commencement of construction on the 182 unit Arabella senior housing development.

Historic Preservation staff expanded public outreach and education by offering free architectural walking tours in September and October 2025 and hosting quarterly lectures on local history and preservation throughout 2026. In May 2026, staff organized events to celebrate National Historic Preservation Month and honor Independence's historic character, and also assisted in planning and hosting activities for the America 250 commemoration. Preservation initiatives included the adoption and online publication of updated design guidelines, enhancements to the City's preservation webpage, research into economic incentives for locally designated historic properties, and the development of digital content highlighting antebellum properties that survived the Civil War.

The Building Inspections Division revamped its permitting processes by developing multiple application packets for the most frequently requested permit types, improving clarity and helping contractors, businesses, and residents navigate the process more efficiently. The Division also restructured its approach to Vacant Structures and Dangerous Buildings by assigning inspectors to geographic service areas rather than separating responsibilities by program. This change was implemented to streamline program administration and enhance communication with property owners and business operators who may have properties in one or both programs.

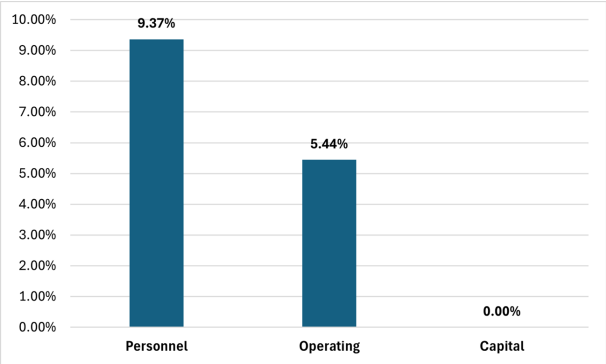
Regulated Industries completed a comprehensive overhaul of Cityworks to enhance efficiency, improve recordkeeping, and strengthen license management capabilities. Updates include the ability to create enforcement cases and streamlined staff notifications for applications and renewals. The City's tow rotation program was revised to incorporate enforcement actions for noncompliant tow companies and to reduce contract review periods from three years to two. Staff also implemented a temporary vendor permit process for festivals and events to improve tracking of retail sales tax reporting.

Administered CDBG and HOME funds in full compliance with HUD requirements while advancing critical housing and community service priorities. The City continued to support public service agencies delivering essential programs to low and moderate income residents, including housing stability, social services, and neighborhood-based assistance. CDBG and HOME resources were strategically invested in housing rehabilitation activities to preserve affordable housing stock and improve living conditions for eligible households. Staff collaborated closely with subrecipients to ensure timely project implementation, accurate reporting, and adherence to federal regulations. The division also advanced long term housing objectives by aligning funding priorities with identified community needs and maintaining strong partnerships with nonprofit organizations and housing providers.

Significant Budget & Operational Changes

Neighborhood Services has seen a rise in the number of abatements completed and costs associated with abatements which has caused a significant increase in budget requirements. Current projections for abatement costs is approximately $182,000.00 over the 25/26 fiscal year budget. In FY26-27, the proposed budget includes a new position, an additional Building Inspector, to increase the department's capacity for conducting building inspections and ensuring code compliance to provide safer structures throughout the community. Additionally, $143,500 has been added to the operating budget to maintain transportation service levels along with $60,000 for additional abatements.

Percent Change, Adopted FY 2026 to Adopted FY 2027



Reasons for Change:

Personnel: ↑ COLA, health insurance, cost of proposed positions|| **Operating:** ↑ Increase in transit, computer equipment, and maintenance services, increase in STR compliance and enforcement software, transportation services, abatement professional services|| **Capital:**←→

	FY 25-26 Adopted	FY 26-27 Proposed
Community Development	38.65	40.00

Full-Time Equivalent Employees (FTE)

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (0024401)	1,185,184	1,199,295	1,216,910	1,330,402
Building Inspections (0024431)	901,677	1,602,763	1,409,134	1,586,314
Community Development Block Grant (008)	1,382,308	741,682	884,272	801,475
Development Services (0024412)	844,617	934,826	883,949	1,108,069
Historic Preservation (0024420)	131,715	142,370	139,851	141,057
HOME (009)	802,046	397,351	86,039	400,423
Neighborhood Services (0024411)	1,323,281	1,486,914	1,408,606	1,569,782
Regulated Industries (0024460)	287,543	343,660	350,642	397,152
Transportation (0024414)	2,082,478	1,686,080	1,622,280	1,825,033
Grants (0154450, 0154451)	636,474	0	88,333	0
Grand Total	**9,577,324**	**8,534,942**	**8,090,016**	**9,159,708**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Com. Dev Block Grant (008)	1,382,308	741,682	884,272	801,475
General (002)	6,756,356	7,395,908	7,031,372	7,957,810
Grants (015)	636,474	0	88,333	0
HOME (009)	802,046	397,351	86,039	400,423
Marijuana Sales Tax Fund (065)	139	0	0	0
Grand Total	**9,577,324**	**8,534,942**	**8,090,016**	**9,159,708**

Department by Expenditure Category

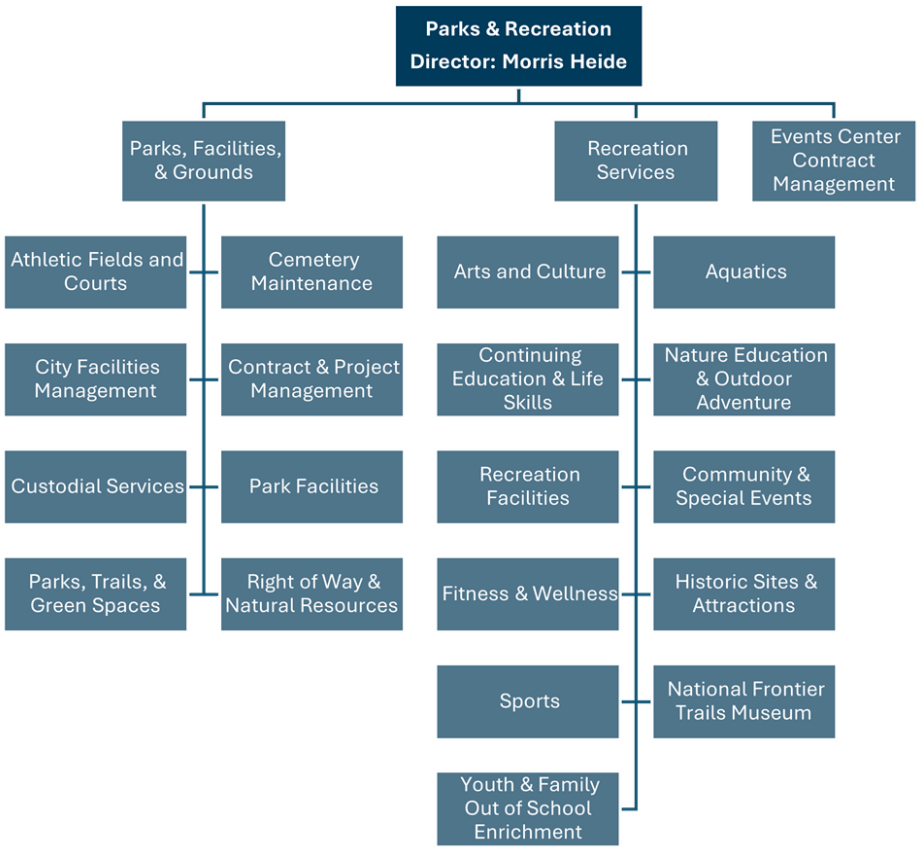
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	2,243,529	2,373,818	2,398,315	2,704,522
Benefits	1,191,059	1,465,334	1,178,428	1,440,287
Retiree Health Insurance	143,217	159,000	185,954	227,798
Internal Services	819,976	904,645	858,710	986,784
Professional Services	4,152,596	3,160,663	3,343,744	3,296,151
Equipment	203,310	359,850	19,850	366,450
Other Operating Expenses	822,442	111,632	105,015	137,715
Debt Service	1,194	0	0	0
Grand Total	**9,577,324**	**8,534,942**	**8,090,016**	**9,159,708**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (0024401)	**1,185,184**	**1,199,295**	**1,216,910**	**1,330,402**
Salaries	255,518	263,442	260,080	274,720
Benefits	110,389	119,543	117,701	122,111
Retiree Health Insurance	143,217	159,000	185,954	227,798
Internal Services	636,950	636,310	636,310	687,758
Professional Services	26,500	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	11,651	21,000	16,865	18,015
Debt Service	960	0	0	0
Building Inspections (0024431)	**901,677**	**1,602,763**	**1,409,134**	**1,586,314**
Salaries	516,226	593,345	552,994	689,918
Benefits	275,164	398,466	285,900	390,951

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Retiree Health Insurance	0	0	0	0
Internal Services	46,236	65,653	28,290	78,855
Professional Services	52,281	528,800	528,800	400,990
Equipment	0	0	0	0
Other Operating Expenses	11,770	16,500	13,150	25,600
Community Development Block Grant (008)	**1,382,308**	**741,682**	**884,272**	**801,475**
Salaries	93,057	78,252	149,900	96,195
Benefits	58,811	55,717	0	36,249
Internal Services	0	0	0	0
Professional Services	497,957	602,363	730,022	660,831
Equipment	0	0	0	0
Other Operating Expenses	732,249	5,350	4,350	8,200
Debt Service	235	0	0	0
Development Services (0024412)	**844,617**	**934,826**	**883,949**	**1,108,069**
Salaries	521,602	527,707	515,600	651,465
Benefits	237,495	297,876	247,999	307,589
Retiree Health Insurance	0	0	0	0
Internal Services	33,368	60,493	58,600	78,165
Professional Services	0	6,000	6,000	6,000
Equipment	18,218	19,850	19,850	26,450
Other Operating Expenses	33,935	22,900	35,900	38,400
Grants (0154450, 0154451)	**636,474**	**0**	**88,333**	**0**
Salaries	0	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	636,474	0	88,333	0
Equipment	0	0	0	0
Other Operating Expenses	0	0	0	0
Historic Preservation (0024420)	**131,715**	**142,370**	**139,851**	**141,057**
Salaries	68,010	72,667	72,000	75,256
Benefits	53,175	57,703	57,301	53,628
Retiree Health Insurance	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Internal Services	1,230	2,300	2,300	2,673
Professional Services	3,631	4,500	4,500	4,500
Equipment	0	0	0	0
Other Operating Expenses	5,670	5,200	3,750	5,000
HOME (009)	**802,046**	**397,351**	**86,039**	**400,423**
Salaries	22,696	23,676	33,700	24,952
Benefits	10,672	11,193	0	11,691
Internal Services	0	0	0	0
Professional Services	583,015	21,000	51,089	22,330
Equipment	185,092	340,000	0	340,000
Other Operating Expenses	571	1,482	1,250	1,450
Neighborhood Services (0024411)	**1,323,281**	**1,486,914**	**1,408,606**	**1,569,782**
Salaries	610,948	662,758	633,500	675,872
Benefits	336,066	391,722	359,166	392,360
Retiree Health Insurance	0	0	0	0
Internal Services	79,456	99,134	89,040	103,450
Professional Services	280,253	310,000	310,000	370,000
Equipment	0	0	0	0
Other Operating Expenses	16,557	23,300	16,900	28,100
Regulated Industries (0024460)	**287,543**	**343,660**	**350,642**	**397,152**
Salaries	155,473	151,971	180,541	216,144
Benefits	109,288	133,114	110,361	125,708
Retiree Health Insurance	0	0	0	0
Internal Services	17,226	23,775	27,190	23,900
Professional Services	0	25,000	25,000	25,000
Equipment	0	0	0	0
Other Operating Expenses	5,556	9,800	7,550	6,400
Transportation (0024414)	**2,082,478**	**1,686,080**	**1,622,280**	**1,825,033**
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	5,510	16,980	16,980	11,983
Professional Services	2,072,484	1,663,000	1,600,000	1,806,500
Equipment	0	0	0	0
Other Operating Expenses	4,484	6,100	5,300	6,550
Grand Total	**9,577,324**	**8,534,942**	**8,090,016**	**9,159,708**


Parks & Recreation
Director: Morris Heide
Parks, Facilities, & Grounds
Recreation Services
Events Center Contract Management
Athletic Fields and Courts
Cemetery Maintenance
City Facilities Management
Contract & Project Management
Custodial Services
Park Facilities
Parks, Trails, & Green Spaces
Right of Way & Natural Resources
Arts and Culture
Aquatics
Continuing Education & Life Skills
Nature Education & Outdoor Adventure
Recreation Facilities
Community & Special Events
Fitness & Wellness
Historic Sites & Attractions
Sports
National Frontier Trails Museum
Youth & Family Out of School Enrichment

Parks & Recreation

The Parks and Recreation Department creates safe, inclusive, and vibrant parks, trails, and recreation opportunities that will engage and benefit residents and visitors. From toddlers to active agers, we listen to our residents and deliver the quality leisure, recreational, and educational opportunities they deserve. We are committed to building connections, inspiring active lifestyles, and fostering great pride that makes independence home.

Programs

Parks Administration

Parks Administration oversees the programs within the department to promote the City as a quality place to live, play and visit by providing quality parks and green spaces, recreation facilities, attractions and historic sites, and quality programs and events.

Cemetery Maintenance

Cemetery Maintenance is responsible for daily operations and maintenance at Woodlawn Cemetery, including routine turf and landscape maintenance, implementing final arrangement needs and internments, and providing accurate facility records for public viewing.

George Owens Nature Park

George Owens Nature Park promotes, educates and encourages a love and curiosity of the outdoors for individuals, families, and organizations by creating a welcoming and safe environment to explore nature. This is accomplished through a variety of group and self-learning exploration activities to support and preserve our natural environment for future generations.

Park Facilities Maintenance and Security

Parks Facilities Maintenance and Security oversees and manages park revitalization, maintenance, and capital improvement projects planned for the City's park system.

Palmer Center

The Palmer Center encourages the well-being of older adults ages 60 and over in Independence by providing diverse programs and services including a daily meal program, fitness opportunities, education classes, recreational programs, and a wide variety of social activities to support community engagement.

Programs and Events

Programs and Events develops programs, special events and activities throughout the park system, at recreation facilities, and public grounds through community partnerships that help all individuals and families create positive memories, giving special attention to the development of youth and family programs and outdoor programs.

Aquatics

Aquatics provides ongoing management and support of the city's two spray grounds, develops aquatic-oriented activities, and determines future expansion of aquatic facilities based on patron demand.

Athletic Fields and Courts

Athletic Fields and Courts supports and funds year-round athletic programs for independence residents of all ages and abilities at multiple indoor and outdoor courts and fields.

Uptown Market

The Independence Uptown Market provides a unique and versatile addition to the list of community assets capable of hosting a variety of functions including Farmers and Crafters Markets and special events.

Sermon Center

The Sermon Center offers fitness memberships and exercise classes and advances cultural arts through programs, events, and community theater performances.

Parks & Grounds Maintenance

Parks and Grounds Maintenance mows, maintains, and landscapes City-owned property, including snow removal.

Tourism Marketing and Promotions

Tourism Marketing and Promotions provides administrative functions for the Tourism Fund plus marketing and promotion activities associated with City-wide tourism. Starting in FY26, the City-wide tourism function is contracted with Visit Independence, the City's Convention and Visitors Bureau.

Museum Operations

The National Frontier Trails Museum serves both the local community and visitors to independence as an historic museum focused on the westward expansion of the United States and the significant role Independence played in that development. As the museum is temporarily housed in the Truman Memorial Building, the upkeep and maintenance of the building is included with this division.

Historic Sites

Historic Sites overseas the full maintenance of all City-owned historic properties. Responsibilities include mowing, trimming, landscaping, snow removal, litter and debris cleanup, and seasonal decorating. The division also manages all repair needs including structural, HVAC systems, signage, and aesthetic work ensuring compliance with historical society standards.

Tourism Sales and Services

Tourism Sales and Services is responsible for directly and indirectly soliciting, securing, and supporting group tours, events, and conferences, and maintaining relationships with local lodging establishments and historic site friends groups. In FY26, this function transitioned to Visit Independence, the City's Convention and Visitors Bureau.

Right of Way Maintenance

Right of Way Maintenance provides landscaping and grounds maintenance for City-owned property and City maintained right of way.

Facilities Management

Facilities Management provides routine maintenance and repairs as well as custodial and inter-office mail services for City buildings to ensure clean, secure and welcoming environment for employees and visitors.

Independence Municipal Commons

Independence Municipal Commons, overseen by Facilities Management, is responsible for all interior and exterior repairs and maintenance plus custodial needs of the Independence Municipal Commons building. (Budget information for this program can be found in the Non-Departmental section of the budget book)

Strategic Plan Connection

A Well-Planned City

4.1 Improve public infrastructure and the condition of public facilities.

A Financially Sustainable Organization

5.2 Capture Sustainable Sources of Funding - Obtain permanent, viable funding for City services.

A Safe, Welcoming Community

3.3 Friendly Community - Ensure Independence continues to welcome diversity through policies, public awareness, and community engagement.

An Engaged Community

1.1 Outreach - Continue to strengthen and innovate in how we deliver information to the community and our partners.

1.2 Community Engagement - Broaden and deepen engagement of the community in city government, innovation methods for inviting input from the community and stakeholders.

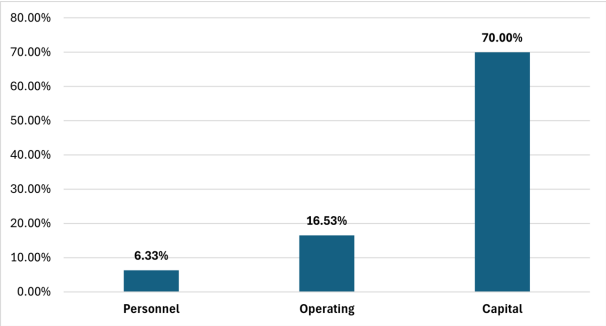
Accomplishments

Completed the 2026 Parks & Recreation Master Plan.
Installed new playgrounds at Santa Fe Trail Park and Benton Park.
Installed new turf at Clothier Park.
Replaced sidewalks at Bingham-Waggoner Estate.
Replaced walking bridge on play feature at Waterfall Park.
Replaced fences at Dickinson Park & George Owens Nature Park.
Repaired park restrooms damaged by fireworks.
Repaired damage to Waterfall Park fishing pier, numerous parks, and the Truman Memorial Building from July flooding event.
Replaced and upgraded wiring and plumbing damaged by vandals at Independence Athletic Complex.
Awarded Eileen Normile Weir Community Impact Endowment Grant for purchase of a combination drinking fountain and dog water fountain at Santa Fe Trail Dog Park.
Received 2026 Tree City USA designation by Arbor Day Foundation.
National Frontier Trails Museum welcomed visitors from all 50 states and 16 countries.
Published Spring + Summer 2026 Recreation Catalog.
Began implementing Sponsorship Program with sponsors for Popsicles in the Park & Santa's Village Programs.
Launched new Parks and Recreation Instagram page.
Gained 923 new followers on the Parks & Recreation Facebook page with 944,000 views, and produced 27 reels with 74,000 views.

Significant Budget & Operational Changes

No significant budget and operational changes in FY25-26. As the proposed budget was being prepared, the 2026 Parks & Recreation Master Plan was being finalized. The Department will begin working towards the recommendations in FY27 and anticipates making operational and budget changes in FY28. The proposed budget does include the following changes: increased funds for cemetery maintenance and facilities overtime, funding to shift custodian services contract in house (largely offset by existing funds for contract), and a Grants, Alliances, Partnerships, and Sponsorships (GAPS) position to seek additional external funding opportunities for Parks and Recreation.

Percent Change, Adopted FY 2026 to Proposed FY 2027



Reasons for Change:

Personnel: ↑union compensation increases, COLA, health insurance increases, increased cemetery and facility maintenance overtime, costs associated with proposed positions|| **Operating:** ↑interfund charges, building maintenance, and advertising costs|| **Capital:** ↑truck purchases and dickinson park overlay

Full-Time Equivalent Employee (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Parks & Recreation	82.73	85.73

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Provide parks and districts that are welcoming and free of trash and debris: Number of tons of trash removed from parks and trash barrels at the Square, Englewood, Maywood, and Fairmount districts.	unavailable	164 tons	175 tons	To show the volume of trash removed from parks
Engage local businesses to support the community while supplementing the Department's budget: Number of sponsorships and dollar value.	# of Sponsorships: 1 Value of Sponsorships: $3,000	# of Sponsorships: 6 Value of Sponsorships: $9,000	# of Sponsorships: 10 Value of Sponsorships: $12,000	Increase value of sponsorships by 5% each year to help support parks and recreation activities
Provide opportunities for residents and visitors to experience the City's unique history as the Queen City of the Trails: Attendance at NFTM and states and countries represented.	Attendance: 4,060 # of States Represented: 50 # of Countries Represented: 16	Attendance: 4,400 # of States Represented: 50 # of Countries Represented: 16	Attendance: 4,620 # of States Represented: 50 # of Countries Represented: 16	Increase visitors to the museum by 5% each year
Increase community engagement in the programs and events as well as inform residents of Department functions by maintaining a social media presence across multiple platforms. Implement email blasts:	Social Media Posts: 420 Email Blasts: 0	Social Media Posts: 960 Email Blasts: 3	Social Media Posts: 960 Email Blasts: 12	Maintain social media posting capacity of 960 posts plus implement email blasts

Number of social media posts and email blasts.				
Provide a wide-range of engaging programs for residents: Attendance at programs	Attendance: 31,440	Attendance: 33,000	Attendance: 35,310	Increase FY27 by 7% from FY26
Provide fitness memberships for residents and visitors to engage in physical activities at Sermon Center and Palmer Center: Number of Memberships	Memberships: 502	Memberships: 515	Memberships: 540	Increase FY27 by 5% from FY26

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Parks Administration (0076071)	1,691,988	1,760,752	1,750,626	1,756,386
Aquatics (0126045)	470,655	70,200	75,050	109,450
Athletic Fields and Courts (0126046)	612,177	737,165	642,705	745,403
Cemetery Maintenance (0076074)	245,655	229,809	253,888	322,716
Facilities Management (0026015)	1,233,432	1,602,304	1,306,931	1,570,296
George Owens Nature Park (0126040)	63,367	525,499	397,384	488,554
Historic Sites (0046063)	305,891	235,505	225,963	254,900
Museum Operations (0046062)	445,441	646,693	589,177	618,368
Palmer Senior Adult Center (0126043)	460,138	621,965	562,486	571,075
Park Facilities Maintenance and Security (0126041)	1,213,622	1,744,109	1,583,336	1,990,010
Parks and Grounds Maintenance (0126049)	1,190,381	1,397,685	1,350,073	1,486,015
Programs and Events (0126044)	895,598	887,490	878,514	1,086,543
Right of Way Maintenance (0026014)	185,914	249,479	240,606	289,400
Sermon Center (0126048)	250,974	295,100	257,700	304,400
Tourism Marketing and Promotions (0046061)	618,611	1,283,880	1,308,273	1,341,995
Tourism Sales and Services (0046064)	62,949	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Uptown Market (0126047)	30,591	62,500	57,890	32,750
Grants (0156050)	4,611	26,728	21,387	27,728
Capital Projects (059)	335,224	800,000	826,706	1,910,000
Grand Total	**10,307,999**	**13,176,863**	**12,328,695**	**14,905,989**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	1,419,346	1,851,783	1,547,538	1,859,696
Grants (015)	4,611	26,728	21,387	27,728
Park Improvements Fund (059)	335,224	800,000	826,706	1,910,000
Parks Health & Recreation Levy (007)	1,937,642	1,990,562	2,004,514	2,079,102
Parks Improvement Sales Tax (012)	5,187,504	6,341,712	5,805,137	6,814,200
Tourism (004)	1,432,893	2,166,078	2,123,413	2,215,263
Grand Total	**10,307,999**	**13,176,863**	**12,328,695**	**14,905,989**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	3,460,246	4,084,314	3,579,249	4,381,215
Benefits	1,742,663	2,303,053	2,397,178	2,401,293
Retiree Health Insurance	127,470	131,500	130,486	148,966
Internal Services	1,485,876	1,568,559	1,531,290	1,809,066
Professional Services	788,495	1,155,450	1,134,785	1,133,465
Equipment	101,396	556,190	423,620	610,000
Other Operating Expenses	2,277,536	2,577,797	2,305,381	2,511,984
Debt Service	4,092	0	0	0
Capital Transfers	320,224	800,000	826,706	1,910,000
Grand Total	**10,307,999**	**13,176,863**	**12,328,695**	**14,905,989**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Parks Administration (0076071)	**1,691,988**	**1,760,752**	**1,750,626**	**1,756,386**
Salaries	392,298	415,165	374,145	429,176
Benefits	364,417	407,757	425,732	403,646

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Retiree Health Insurance	113,202	115,000	115,000	129,816
Internal Services	754,180	756,931	756,931	725,873
Professional Services	36,265	32,000	33,000	34,000
Equipment	0	0	0	0
Other Operating Expenses	30,994	33,900	45,818	33,875
Debt Service	630	0	0	0
Aquatics (0126045)	**470,655**	**70,200**	**75,050**	**109,450**
Salaries	0	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	314,511	0	0	0
Equipment	0	45,000	45,000	75,000
Other Operating Expenses	156,144	25,200	30,050	34,450
Athletic Fields and Courts (0126046)	**612,177**	**737,165**	**642,705**	**745,403**
Salaries	280,092	331,186	218,117	315,683
Benefits	144,785	172,100	191,133	173,287
Retiree Health Insurance	0	0	0	0
Internal Services	21,462	30,579	22,900	29,333
Professional Services	2,293	0	60	0
Equipment	0	0	0	0
Other Operating Expenses	163,545	203,300	210,495	227,100
Cemetery Maintenance (0076074)	**245,655**	**229,809**	**253,888**	**322,716**
Salaries	101,548	103,945	101,864	116,852
Benefits	73,316	87,752	106,544	101,696
Retiree Health Insurance	0	0	0	0
Internal Services	12,955	8,012	11,000	6,833
Professional Services	0	1,500	500	1,500
Equipment	36,532	0	0	62,500
Other Operating Expenses	21,303	28,600	33,980	33,335
Facilities Management (0026015)	**1,233,432**	**1,602,304**	**1,306,931**	**1,570,296**
Salaries	396,091	534,798	333,588	594,829
Benefits	214,029	331,056	410,683	332,636
Retiree Health	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Insurance				
Internal Services	78,342	74,301	50,000	101,423
Professional Services	75,229	1,000	2,160	2,000
Equipment	38	0	0	0
Other Operating Expenses	469,702	661,149	510,500	539,408
George Owens Nature Park (0126040)	**63,367**	**525,499**	**397,384**	**488,554**
Salaries	1,528	267,894	215,794	285,520
Benefits	0	135,109	96,304	106,151
Retiree Health Insurance	0	0	0	0
Internal Services	12,365	15,245	11,000	14,333
Professional Services	0	400	1,200	400
Equipment	0	25,000	0	0
Other Operating Expenses	49,474	81,850	73,086	82,150
Historic Sites (0046063)	**305,891**	**235,505**	**225,963**	**254,900**
Salaries	2,397	0	9,500	9,500
Benefits	1	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	86,614	0	0	0
Equipment	19,744	10,000	10,000	0
Other Operating Expenses	197,137	225,505	206,463	245,400
Museum Operations (0046062)	**445,441**	**646,693**	**589,177**	**618,368**
Salaries	279,196	282,103	269,588	284,020
Benefits	13,611	88,250	97,604	113,048
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	1,500	0	1,500
Equipment	0	0	0	0
Other Operating Expenses	152,004	274,840	221,985	219,800
Debt Service	630	0	0	0
Palmer Senior Adult Center (0126043)	**460,138**	**621,965**	**562,486**	**571,075**
Salaries	243,991	270,317	255,782	269,510
Benefits	60,041	84,636	89,229	82,132
Retiree Health Insurance	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Internal Services	2,671	4,012	3,000	3,833
Professional Services	16,375	23,500	21,000	17,500
Equipment	0	70,000	12,635	0
Other Operating Expenses	137,061	169,500	180,840	198,100
Debt Service	0	0	0	0
Park Facilities Maintenance and Security (0126041)	**1,213,622**	**1,744,109**	**1,583,336**	**1,990,010**
Salaries	415,300	448,687	413,817	470,529
Benefits	198,023	219,592	236,927	253,904
Retiree Health Insurance	0	0	0	0
Internal Services	228,714	320,640	321,949	555,727
Professional Services	83,796	15,000	0	0
Equipment	48,983	343,990	288,990	381,000
Other Operating Expenses	238,807	396,200	321,653	328,850
Parks and Grounds Maintenance (0126049)	**1,190,381**	**1,397,685**	**1,350,073**	**1,486,015**
Salaries	719,855	808,060	735,414	859,737
Benefits	332,589	448,521	464,899	487,945
Retiree Health Insurance	0	0	0	0
Internal Services	87,476	101,203	95,500	89,333
Professional Services	0	0	0	0
Equipment	0	6,200	10,995	0
Other Operating Expenses	50,461	33,700	43,265	49,000
Programs and Events (0126044)	**895,598**	**887,490**	**878,514**	**1,086,543**
Salaries	495,000	509,878	533,351	594,019
Benefits	287,613	242,272	225,056	275,639
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	10	0
Professional Services	77,609	62,550	55,000	56,715
Equipment	0	0	0	80,000
Other Operating Expenses	32,545	72,790	65,097	80,170
Debt Service	2,832	0	0	0
Right of Way Maintenance (0026014)	**185,914**	**249,479**	**240,606**	**289,400**
Salaries	97,633	102,281	108,289	141,840
Benefits	26,724	73,007	40,067	63,209
Retiree Health	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Insurance				
Internal Services	23,710	26,556	28,000	24,166
Professional Services	0	1,000	1,000	1,000
Equipment	0	11,000	11,000	11,500
Other Operating Expenses	37,847	35,635	52,250	47,685
Sermon Center (0126048)	**250,974**	**295,100**	**257,700**	**304,400**
Salaries	476	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	0
Equipment	0	15,000	15,000	0
Other Operating Expenses	250,498	280,100	242,700	304,400
Debt Service	0	0	0	0
Tourism Marketing and Promotions (0046061)	**618,611**	**1,283,880**	**1,308,273**	**1,341,995**
Salaries	0	0	0	0
Benefits	12,972	13,000	13,000	8,000
Retiree Health Insurance	14,268	16,500	15,486	19,150
Internal Services	264,000	231,080	231,000	258,212
Professional Services	80,803	1,017,000	1,019,120	1,017,000
Equipment	0	0	0	0
Other Operating Expenses	246,569	6,300	29,667	39,633
Debt Service	0	0	0	0
Tourism Sales and Services (0046064)	**62,949**	**0**	**0**	**0**
Salaries	47,277	0	0	0
Benefits	14,298	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	1,374	0	0	0
Uptown Market (0126047)	**30,591**	**62,500**	**57,890**	**32,750**
Salaries	4,613	0	0	0
Benefits	247	0	0	0
Retiree Health Insurance	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Internal Services	0	0	0	0
Professional Services	0	0	1,745	1,850
Equipment	0	30,000	30,000	0
Other Operating Expenses	25,731	32,500	26,145	30,900
Debt Service	0	0	0	0
Grants (0156050)	**4,611**	**26,728**	**21,387**	**27,728**
Salaries	17,050	10,000	10,000	10,000
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	0
Equipment	3,901	0	0	0
Other Operating Expenses	16,340	16,728	11,387	17,728
Capital Projects (059)	**335,224**	**800,000**	**826,706**	**1,910,000**
Professional Services	15,000	0	0	0
Equipment	0	0	0	0
Capital Transfers	320,224	800,000	826,706	1,910,000
Grand Total	**10,307,999**	**13,176,863**	**12,328,695**	**14,905,989**

Capital Projects (059)

Program by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Equipment	320,224	800,000	826,706	1,910,000
Operating Expenses	15,000	0	0	0
Grand Total	**335,224**	**800,000**	**826,706**	**1,910,000**

Program by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Park Improvements Fund (059)	335,224	800,000	826,706	1,910,000
Tourism (004)	0	0	0	0
Grand Total	**335,224**	**800,000**	**826,706**	**1,910,000**

Capital Projects for FY 2026-27

Project Title	Amount
TMB Roof Replacement	550,000
Playground Revitalization	800,000
Replace Recreation Software	125,000
Toro 5900 Mower	170,000
Palmer Center Roof	115,000
George Asphalt Work	150,000
	1,910,000

Health & Animal Services
Director: Christina Heinen
Animal Shelter
Emergency Preparedness
Animal Services
Environmental Health
Health Service

Health & Animal Services

Health and Animal Services protects and promotes health and safety, prevents disease and injury, and prepares for the unexpected in the community through a variety of programs and services.

Programs

Animal Shelter

The Animal Shelter helps maintain a safe and welcoming community by taking a leadership role in promoting humane care for animals in the community, promoting spay and neuter initiatives to reduce pet overpopulation, reuniting pets with their families, and promoting efforts to increase pet retention.

Environmental Services

Environmental Services helps maintain a safe and welcoming community through enforcement of ordinances, education, and licensure food/drink establishments, retail grocery, child day care facilities, lodging, massage therapy, tattoo parlors, and commercial swimming pools/spas.

Health Services

Health Services helps maintain a safe and welcoming community through activities that protect the public from environmental hazards, prevent injury and disease, and promote healthy lifestyles. These goals are accomplished through health promotion, education, planning, and surveillance activities.

Animal Services

Animal Services helps maintain a safe and welcoming community by ensuring public health and safety, providing the highest quality service and compassion to the animals entrusted to our care, working to measurably reduce companion animal overpopulation, and taking a leadership role in promoting humane values for the benefit of all animals.

Strategic Plan Connection

A Safe, Welcoming Community

3.2 Health & Safety Action - Work with our partners to improve education, public awareness, and to coordinate programs concerning public health, animal welfare, emergency services, criminal justice, and important social services.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Provide responsive and effective adoption outreach and placement efforts: Ratio of animals taken in and adopted	0.54	0.67	0.65	Ratio: 66%
Provide responsive and effective adoption outreach and placement efforts: Average days spent in the shelter, Live Release Rate	Average LOS: 39.27 days; Live release rate: 93%	Average LOS: 40 days; Live release rate: 94%	Average LOS: 30 days; Live release rate: 95%	Average LOS: 30 days; Live release rate: 95%
Ensure safe establishments by providing regular health inspections: Number of Health inspections Conducted, Number of Critical and Non-Critical Health Violations	1,744 inspections; 554 critical violations; 738 non-critical violations	1,750 inspections; 600 critical violations; 750 non-critical violations	1,750 inspections; 600 critical violations; 750 non-critical violations	1,600 inspections; 500 critical violations; 700 non-critical
Promote public health through accessible immunization services: Number of vaccines administered	71 vaccine doses administered	350 vaccine doses administered	500 vaccine doses administered	500 vaccine doses administered

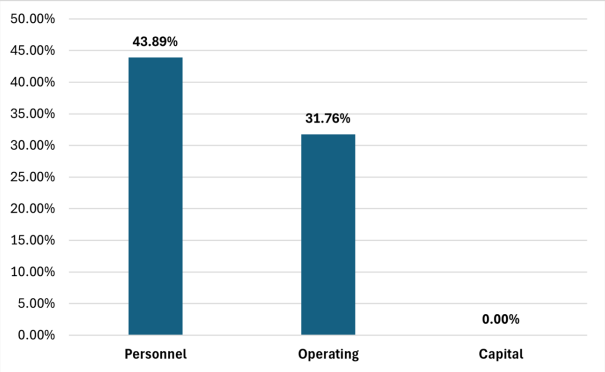
Accomplishments

At the animal shelter, we took in over 1,520 animals, donated over 4,800 pounds of pet food to the public, performed 158 TNR/Operation Litter Less surgeries, and logged over 9,500 volunteer hours.
Animal services officers handled over 4,400 calls, including over 1,400 calls for abuse and neglect.
Health services staff adminstered over 340 vaccine doses, distributed over 1,000 doses of Narcan to the community, and printed more than 2,500 birth certificates for citizens.
Environmental Services staff performed over 1,700 health inspections throughout the year and issued over 1,000 food handler cards.

Significant Budget & Operational Changes

During FY25-26, the Animal Services division transitioned from the Police Department back to the Health & Animal Services Department.

Percent Change, Adopted FY2026 to FY2027



Reasons for Change:

Personnel: ↑animal services transition from PD, COLA, retiree health, LAGERS, health insurance, shelter overtime|| **Operating:** ↑ animal services transition from PD, grant-funded expenditures, grant-funded software and epidemiology and lab improvements, and artificial turf for shelter|| **Capital:** ←→

Full-Time Equivalent Employees (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Health & Animal Services	29.51	29.90

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Services (0054705)	1,047,334	564,565	729,760	1,109,556
Animal Shelter (0104710)	908,285	1,139,559	1,022,752	1,140,711
Environmental Services (0054746)	470,807	516,713	448,500	491,646
Health Services (0054745, 0154750, 4755)	1,297,690	1,039,367	920,073	1,481,839
Emergency Preparedness (0024723)	0	0	0	368,788
Grand Total	**3,724,116**	**3,260,203**	**3,121,085**	**4,592,540**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Shelter Use Tax (010)	908,285	1,139,559	1,022,752	1,140,711

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	0	0	0	368,788
Grants (015)	1,115,092	888,193	852,057	1,299,326
Health & Animal Levy (005)	1,700,740	1,232,451	1,246,276	1,783,715
Grand Total	**3,724,116**	**3,260,203**	**3,121,085**	**4,592,540**

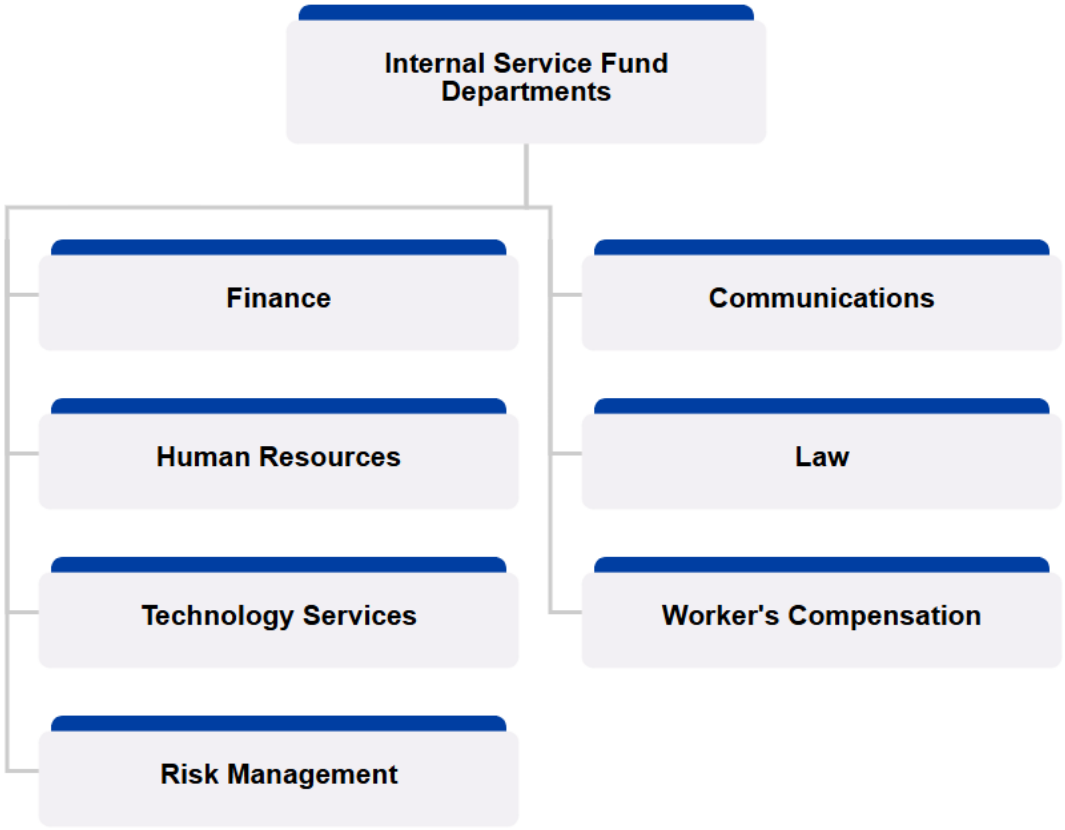
Department by Expenditure Category

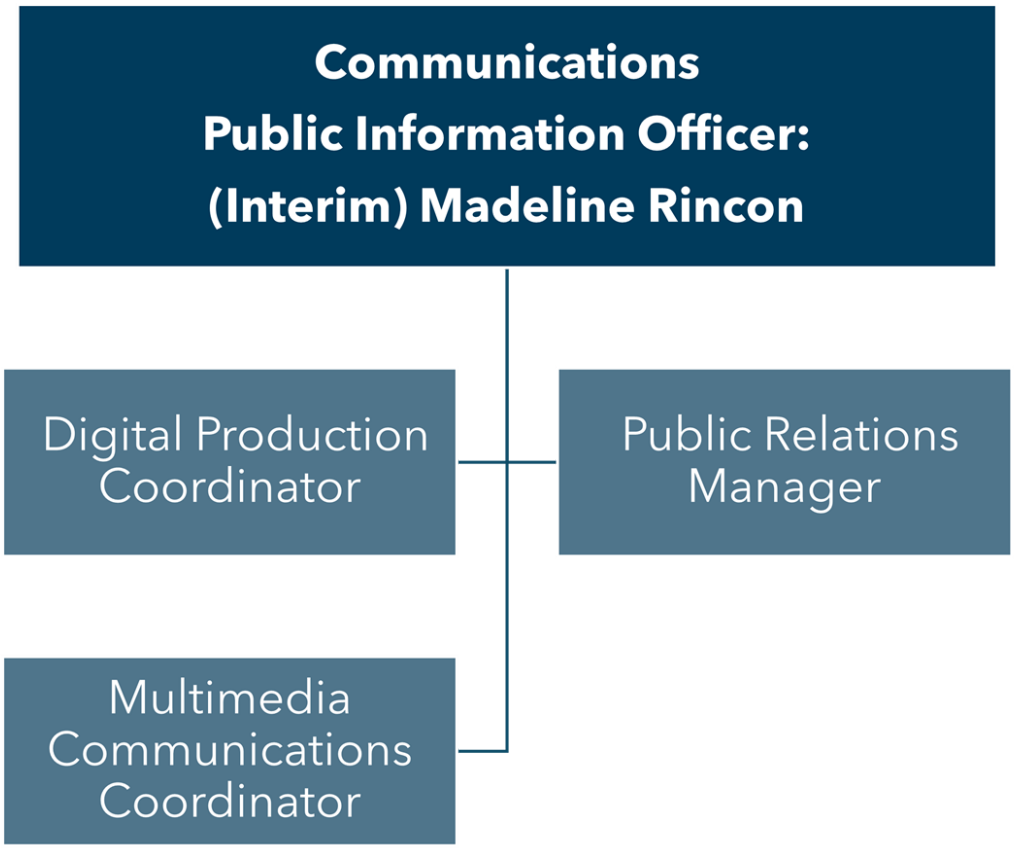
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	1,870,267	1,603,673	2,076,693	2,321,060
Benefits	827,030	800,126	305,303	1,129,088
Retiree Health Insurance	55,788	44,000	58,771	72,000
Internal Services	441,480	364,500	284,700	393,303
Professional Services	107,018	65,000	101,725	192,650
Equipment	18,886	98,460	0	98,460
Other Operating Expenses	402,798	284,444	293,893	385,980
Debt Service	847	0	0	0
Grand Total	**3,724,116**	**3,260,203**	**3,121,085**	**4,592,540**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Services (0054705)	**1,047,334**	**564,565**	**729,760**	**1,109,556**
Salaries	418,980	0	142,200	276,629
Benefits	235,024	0	72,900	195,441
Retiree Health Insurance	0	0	0	0
Internal Services	230,744	164,130	189,200	188,216
Professional Services	14,598	65,000	100,000	100,000
Equipment	6,977	98,460	0	98,460
Other Operating Expenses	140,439	236,975	225,460	250,810
Debt Service	572	0	0	0
Animal Shelter (0104710)	**908,285**	**1,139,559**	**1,022,752**	**1,140,711**
Salaries	497,850	740,599	987,002	728,707
Benefits	188,430	398,960	500	314,204
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	75,287	0	0	60,000
Equipment	0	0	0	0
Other Operating Expenses	146,718	0	35,250	37,800

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Emergency Preparedness (0024723)	**0**	**0**	**0**	**368,788**
Salaries	0	0	0	166,337
Benefits	0	0	0	113,796
Internal Services	0	0	0	31,755
Professional Services	0	0	0	3,000
Other Operating Expenses	0	0	0	53,900
Environmental Services (0054746)	**470,807**	**516,713**	**448,500**	**491,646**
Salaries	244,591	282,606	353,700	268,800
Benefits	104,409	129,256	0	127,822
Retiree Health Insurance	0	0	0	0
Internal Services	98,566	93,460	90,500	88,924
Professional Services	711	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	22,254	11,391	4,300	6,100
Debt Service	276	0	0	0
Health Services (0054745, 0154750, 4755)	**1,297,690**	**1,039,367**	**920,073**	**1,481,839**
Salaries	708,846	580,469	593,791	880,587
Benefits	299,168	271,909	231,903	377,825
Retiree Health Insurance	55,788	44,000	58,771	72,000
Internal Services	112,170	106,910	5,000	84,408
Professional Services	16,422	0	1,725	29,650
Equipment	11,909	0	0	0
Other Operating Expenses	93,387	36,079	28,883	37,370
Debt Service	0	0	0	0
Grand Total	**3,724,116**	**3,260,203**	**3,121,085**	**4,592,540**


Internal Service Fund Departments
Finance
Human Resources
Technology Services
Risk Management
Communications
Law
Worker's Compensation


Communications
Public Information Officer:
(Interim) Madeline Rincon
Digital Production Coordinator
Public Relations Manager
Multimedia Communications Coordinator

Communications

The Communications Department serves the City of Independence by delivering clear, timely, and accessible information that connects our community. Through thoughtful dialogue, storytelling, and meaningful engagement, we promote transparency, strengthen trust, and support active civic participation.

Programs

Communications

Communications manages the City's centralized communication functions, including media relations, digital content, public information, and messaging coordination across departments. It enhances how the City delivers information by expanding communication channels, improving content accessibility, and supporting consistent outreach efforts.

Strategic Plan Connection

An Engaged Community

1.1 Outreach - Continue to strengthen and innovate in how we deliver information to the community and our partners.

1.2 Community Engagement - Broaden and deepen engagement of the community in city government, innovation methods for inviting input from the community and stakeholders.

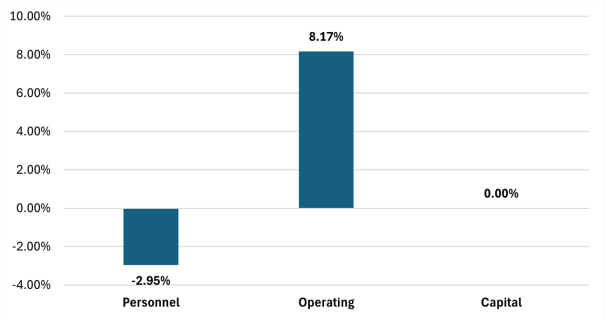
Accomplishments

150% increase in Media Coverage compared to FY2024-2025.
Grew social media audiences and engagement.
Streamlined Public Meeting Operations to avoid equipment costs ($71K-$105K) while preparing for expanded access in the new Municipal Commons building.
Supported the transition of visitor marketing to a dedicated Convention Visitors Bureau team for improved service to residents.
Improved accessibility across website, newsletters, and city documents.

Significant Budget & Operational Changes

No significant operational changes occurred in FY25-26, nor are they anticipated to occur in FY26-27. The department did face substantial cost increases for various softwares and pieces of equipment in FY25-26 but worked to find lower cost solutions.

Percent Change, Adopted FY2026 to Proposed FY 2027



Reasons for Change:

Personnel: ↓ anticipated personnel savings (LAGERS) from currently vacant positions|| **Operating:** ↑ Increase in software subscription costs|| **Capital:** ←→

Full-Time Equivalent Employee (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Communications	4.00	4.00

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Strengthen community engagement and expanding access to information by maintaining a social media presence across multiple platforms: Engagement Rate per Viewers (>2.5% while continuing to expand reach)	3%	2%	2%	Engagement Rate per Viewers (ERV) captures how effectively our content is connecting with the community relative to how many people saw it, filtering out artificial inflation from algorithmic reach changes or population growth. *Slight variation in Year over Year metric because Meta has changed its former 'Reach' metric to 'Viewers'.
Support inclusive decision making by increasing resident interaction with city information and opportunities for public input: Newsletter clickrate (Target: >4% click rate)	2.3% click rate	2.8% click rate	3.0% click rate	Click rate demonstrates how many residents actually used our city newsletter to reach city services, announcements, and resources. While social media often reflects passive exposure or

				conversation, newsletter click rate captures deliberate action and information access.

Department Program

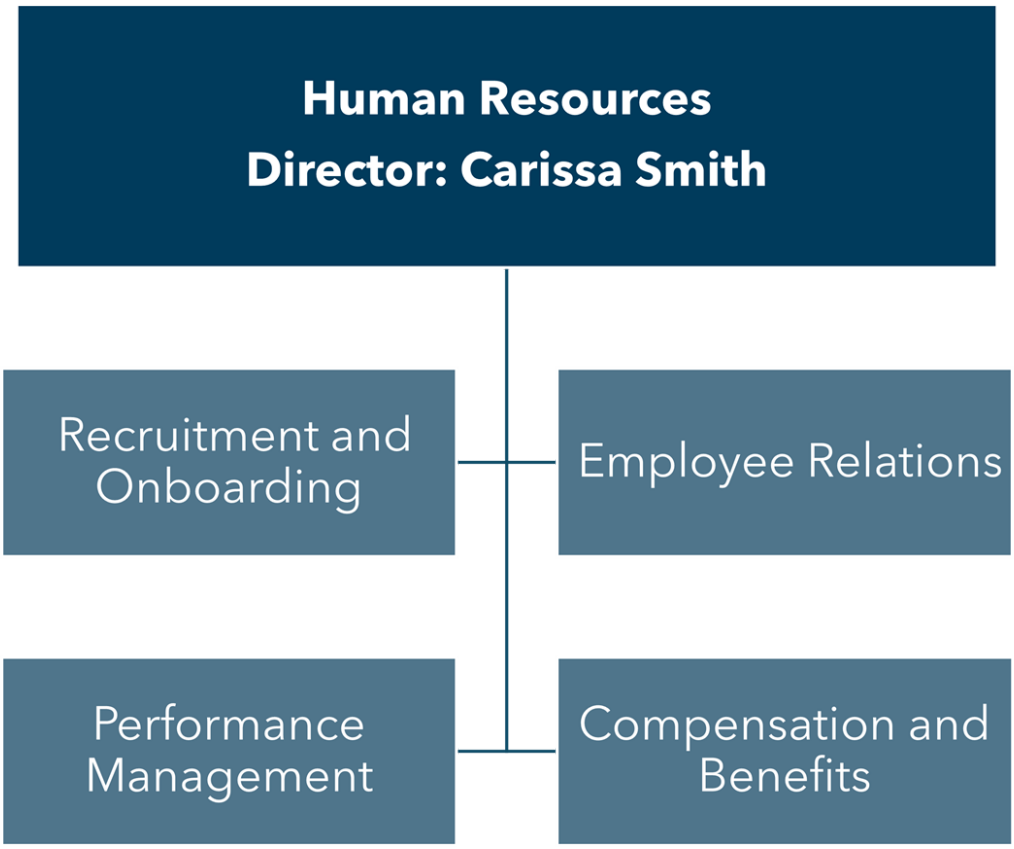
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Communications (4022)	364,498	518,480	436,348	508,610

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Fund (095)	364,498	518,480	436,348	506,610
General (002)	0	0	0	2,000
Grand Total	**364,498**	**518,480**	**436,348**	**508,610**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	253,458	332,158	287,000	314,659
Benefits	79,924	137,442	101,860	141,077
Retiree Health Insurance	0	0	0	0
Internal Services	2,800	11,130	11,130	13,619
Professional Services	115	0	9,000	0
Equipment	0	0	0	0
Other Operating Expenses	28,200	37,750	27,358	39,255
Debt Service	0	0	0	0
Grand Total	**364,498**	**518,480**	**436,348**	**508,610**


Human Resources
Director: Carissa Smith
Recruitment and Onboarding
Employee Relations
Performance Management
Compensation and Benefits

Human Resources

In collaboration with City departments, the Human Resources department's focus is people. This focus guides our approach to hiring, developing and retaining the City's employees through strving to deliver equitable and innovative services that help promote a postive employee experience and workplace culture where staff can grow and succeed while providing exceptional services to the community.

Programs

Talent

Recruiting- Human Resources facilitates and oversees the recruiting process for all City departments including posting open positions, sending offer letters, scheduling pre-hire testing, and processing new hires through the payroll system.

Onboarding- Human Resources oversees the technology-enabled onboarding process for all new hires to ensure compliance with City, payroll and legal requirements

Employee Wellbeing

Wellness Initiatives- Human Resources partners with our benefits vendors to develop and implement employee centric wellness initiatives including financial planning services, on-site counseling, employee assistance program (EAP) and engaging wellness activities throughout the year.

Benefits- Human Resources has regular weekly, monthly, quarterly and annual review meetings with the City's benefits vendors to address program performance, benefit offerings, discuss program strengths and identify areas for improvement.

Compliance and Operational

Training- Human Resources facilitates and oversees quarterly supervisory training as well as ad-hoc employee training to enhance and increase skills and knowledge.

Policies and procedures- Human Resources regularly reviews policies and procedures and updates as necessary to ensure compliance with local, state, and federal laws as well as industry best practices.

Payroll compliance- Human Resources partners with our payroll system vendors to ensure compliance with labor laws as well as collective bargaining agreements.

Strategic Plan Connection

A High-Performance Organization

6.3 Best Practices, Creativity, and Foresight - Utilize best practices, innovative approaches, and constantly anticipate new directions and changes relevant to the governance of the City. Be adaptable and flexible with an outward focus on the customer and an external understanding of the issues as others may see them.

6.2 Employee Excellence - Recruit, retain and value a diverse, well-trained, qualified, and motivated team capable of delivering superior performance. Be accountable and expect accountability from others. Make demonstrated use of good judgement a part of the evaluation process.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Ensure a representative from HR is in attendance at all pre-disciplinary hearings to ensure the hearing process is fair, consistent and follows policy and procedures. This mitigates risk related to the disciplinary process. *(Metrics unavailable prior to Feb 2024)	85%*	98%	99%	95%
Quarterly supervisory and/or employee training as a focus on continuing and maintaining knowledge and engagement.	25%	50%	75%	75%

Accomplishments

Achieved regulatory compliance with mandatory FMCSA/DOT reporting requirements, mitigating legal and financial risk.

Focused on leaderhsip development through revitalized quarterly supervisory training, utilizing targeted curriculum to address specific needs and leadership gaps.

Successfully transitioned Leave Administration from CBIZ, in-house, yielding an annual cost savings of approximately $30,000.

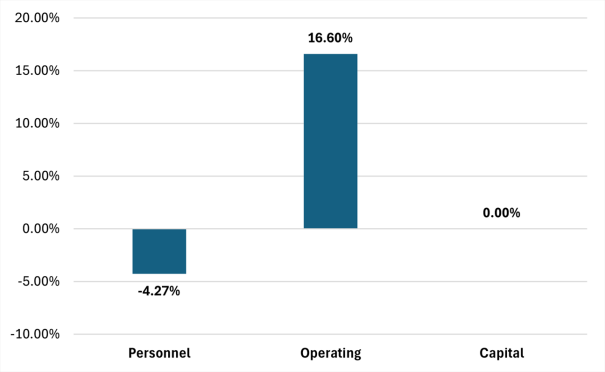
Updated critical policies, including Workplace Violence and Sexual Harassment, to ensure alignment with current legal standards and workplace safety.

Developed and implemented standardized Timekeeping policy, to improve administrative accuracy and accountability.

Significant Budget & Operational Changes

In FY25-26, the department experienced growth through added HR Generalist positions and an Administrative Assistant position allowing us to better partner with and support the City's departments. An increase in operating budget is planned for FY26-27 primarily to account for increased software costs and growing need and cost associated with employee screening and testing. Additionally, HR's FY26-27 budget includes a new position, a Learning and Development Specialist, to focus on learning, training, and development for all staff in the city.

Percent Change, Adopted FY2026 to FY2027



Reasons for Change:

Personnel: ↓position reclassifications and salary cost savings|| **Operating:** ↑increased software costs, employee testing and screening costs, other misc. operating expenses|| **Capital:** ←→

Full-Time Equivalent Employees (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Human Resources	10.00	11.00

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Human Resources (0954230)	1,377,734	2,072,740	1,612,304	2,162,003

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Fund (095)	1,377,734	2,072,740	1,612,304	2,162,003

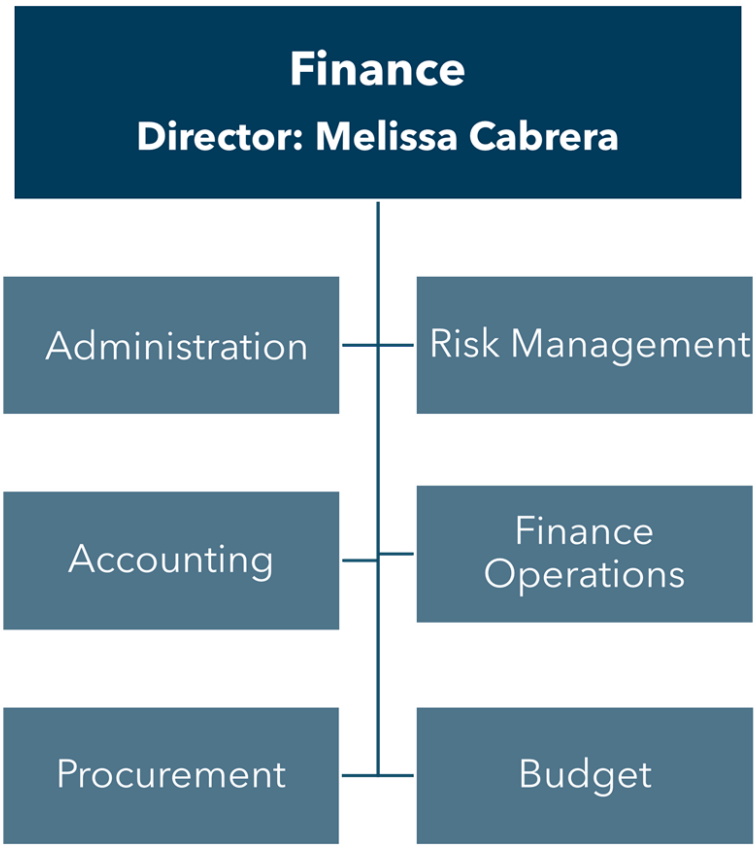
Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	780,798	906,259	904,167	889,606
Benefits	416,627	477,343	403,170	468,881
Retiree Health Insurance	0	0	0	0
Internal Services	5,605	24,370	23,290	31,011
Professional Services	136,337	208,700	229,415	293,200
Equipment	79	0	0	0
Other Operating Expenses	38,288	456,069	52,262	479,305
Debt Service	0	0	0	0
Grand Total	**1,377,734**	**2,072,740**	**1,612,304**	**2,162,003**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Human Resources (0954230)	**1,377,734**	**2,072,740**	**1,612,304**	**2,162,003**
Salaries	780,798	906,259	904,167	889,606
Benefits	416,627	477,343	403,170	468,881
Retiree Health Insurance	0	0	0	0
Internal Services	5,605	24,370	23,290	31,011
Professional Services	136,337	208,700	229,415	293,200
Equipment	79	0	0	0
Other Operating Expenses	38,288	456,069	52,262	479,305
Debt Service	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Grand Total	1,377,734	2,072,740	1,612,304	2,162,003


Finance
Director: Melissa Cabrera
Administration
Risk Management
Accounting
Finance Operations
Procurement
Budget

Finance

The Finance Department ensures the City's financial health by responsibly managing resources, fostering innovation and efficiency in service delivery, and leading with integrity and collaboration to meet both the challenges of today and the opportunities of tomorrow.

Programs

Finance Administration

The Finance Administration Division supports the City of Independence's strategic priorities by advancing fiscal sustainability, transparent governance, and organizational excellence in alignment with City Council goals. Through oversight of financial operations, internal controls, contract administration, risk management and workers' compensation, the Division ensures responsible stewardship of public resources while strengthening efficiency, compliance and risk mitigation across the organization. The Division promotes data-informed decision-making and supports sustainable investment in infrastructure, public services, and overall community quality of life.

Budget

The Budget Division supports the City's strategic priorities by advancing fiscal sustainability, transparency and accountability in alignment with City Council goals. Distinct from the Administration Division and oversight functions, the Division focuses specifically on coordinating the development, adoption, and ongoing monitoring of the City's operating and capital budgets. It provides data-driven analysis, forecasts, and recommendations that guide resource allocation decisions and ensure alignment between available revenues and organizational priorities. Through collaboration with all departments, the Budget Division strengthens strategic planning, enhances financial decision-making, and supports the effective delivery and long-term investment in the community's infrastructure and quality of life.

Accounting

The Accounting Division supports the City's strategic priorities by ensuring accurate financial reporting, strong internal controls, and compliance with applicable standards in alignment with City Council goals. The division is responsible for matinaining the city's general ledger, grant oversight, and preparing the Annual Comprehensive Financial Report (ACFR). Through timely reporting, reconciliation, and financial oversight, the Division provides reliable information the supports transparency, audit readiness and informed decision-making. The work strengthens the integrity of the City's financial records while supporting efficient operations and long-term fiscal sustainability.

Finance Operations

The Finance Operations Division supports the City's strategic priorities by ensuring effective cash management, revenue collection, and debt administration. The Division is responsible for treasury functions, including cash handling, investment oversight, and liquidity management to safeguard public funds and optimize returns. It also manages the City's debt portfolio, coordinating bond issuances, repayments, and compliance to support long-term finciancial sustainability. In addition, the Division oversees accounts receivable functions, ensuring timely and accurate billing, collection, and reconciliation of revenues. Through these core services, the Division enhances cash flow management, strengthens financial sustainability and supports efficient service delivery across the organization.

Procurement

The Procurement Division is responsible for managing the procurement of goods and services, overseeing competitive bidding processes, and ensuring compliance with purchasing policies and regulatory requirements. It works collaboratively with all departments to secure high-quality goods and services at the best value while maintaining fairness and integrity in the procurement process. Through effective contract administration and vendor management, the Division helps mitigate risk, control costs, and support the timely delivery of services and capital projects that enhance the community's quality of life.

Workers' Compensation (092)

The Workers' Compensation Fund supports the City's self-insurance strategy by funding workers compensation claims and injuries through departmental allocations, allowing the City to maintain excess coverage and effective claims management. The program supports safe return-to-work initiatives and manages related legal and claims administration.

Risk Management (093)

The Risk Management Fund/Program supports the City's self-insurance strategy by funding liability and property risks and helping stabilize costs across departments. It is supported through department allocations and investment earnings and provides coverage for general liability, auto liability, property, law enforcement, excess/umbrella insurance and several other small insurance policies.

Strategic Plan Connection

A Financially Sustainable Organization

5.1 Control Long-Term Costs - Ensure City finances are stable and sustainable.

5.2 Capture Sustainable Sources of Funding - Obtain permanent, viable funding for City services.

5.3 Financial Planning and Reporting - Identify and update policies, procedures, and systems to ensure transparent and efficient financial information.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
5.1 Control Long-Term Costs - Ensure City finances are stable and	AA	A	A	Maintain the City's financial stability and credibility through sound fiscal management and planning: City

sustainable.				Bond rating maintained or improved by major credit rating agencies (Target: Maintain at least an AA rating)
5.2 Capture Sustainable Sources of Funding - Obtain permanent, viable funding for City services.	less than or equal to 16%	17.78%	16.77%	Maintain General Fund Required Fund Balance
5.3 Financial Planning and Reporting - Identify and update policies, procedures, and systems to ensure transparent and efficient financial information: Number of Audit Findings	0	0	0	Number of Audit Findings: 0

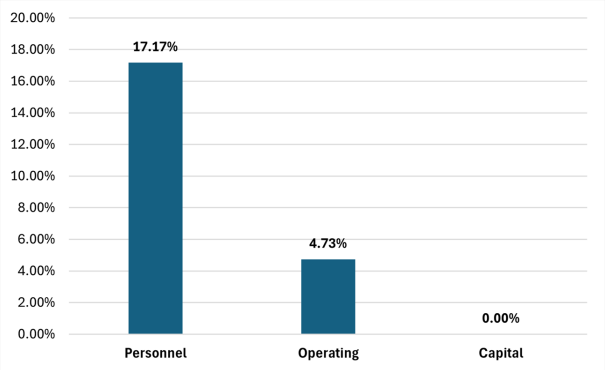
Accomplishments

Over the past year, the Finance Department achieved several significant accomlishments that strengthened fiscal management, transparency, and system integration across the City. The City successfully issued $29 million in General Obligation bonds and received a clean audit with no findings, reflecting strong financial stewardship and compliance. Operationally, the department improved budgeting and forecasting capabilities through re-integration of salary budget projections into the City's financial software and the merger of Dayforce employee data into Munis to enhance accuracy in budget planning. The Department also implemented new budget book software, with implementation underway for the ACFR to further improve financial reporting and transparency. In addition, automation of daily billing and receipt improts from the CIS utility billing system into the City's financial software streamlined financial processes and improved efficiency and data reliability.

Significant Budget & Operational Changes

Significant budgetary and operational changes in FY26-27 include the addition of four full-time equivalent (FTE) positions to support expanded services and improve operational efficiency. These positions include an Accounting Manager to oversee treasury, investment, and debt functions; an Accountant I responsible for publicly held assets and grants; a Procurement Specialist II supporting utility operations; and a Budget Analyst I to assist with budget development and analysis. This increase in personnel brings staffing levels more in line with peer cities and enhances internal controls and service delivery.

Percent Change, Adopted FY 2026 to Adopted FY 2027



Reasons for Change:

Personnel: ↑safety positions in FY26 temporarily budgeted in 0954021 while determining safety program direction, finance personnel increased due to COLA and retiree health, costs associated with proposed positions|| **Operating:** ↑workers' comp, risk, and insurance, iron mountain storage for paper files, and mail copier lease, financial forecasting software increases, and equipment for personnel|| **Capital:** ←→

Full-Time Equivalent Employees (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Finance	17.00	21.00

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Finance Administration (0954201)	977,850	1,129,866	1,161,375	1,594,568
Accounting (0954210)	660,291	794,637	828,070	1,065,870
Budget (0954021)	199,942	633,311	290,732	486,848
Finance Operations (0954240)	409,987	575,032	446,070	689,464
Risk Management (093)	5,798,574	5,860,214	5,916,114	5,917,000
Treasury & Debt (0954212)	112,501	377,319	223,970	121,820
Workers' Compensation (092)	11,188,510	4,678,050	6,018,707	5,172,597
Grand Total	**19,347,655**	**14,048,429**	**14,885,038**	**15,048,167**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Fund (095)	2,360,571	3,510,165	2,950,217	3,958,570
Risk Management Fund (093)	5,798,574	5,860,214	5,916,114	5,917,000

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Workers' Comp Fund (092)	11,188,510	4,678,050	6,018,707	5,172,597
Grand Total	**19,347,655**	**14,048,429**	**14,885,038**	**15,048,167**

Department by Expenditure Category

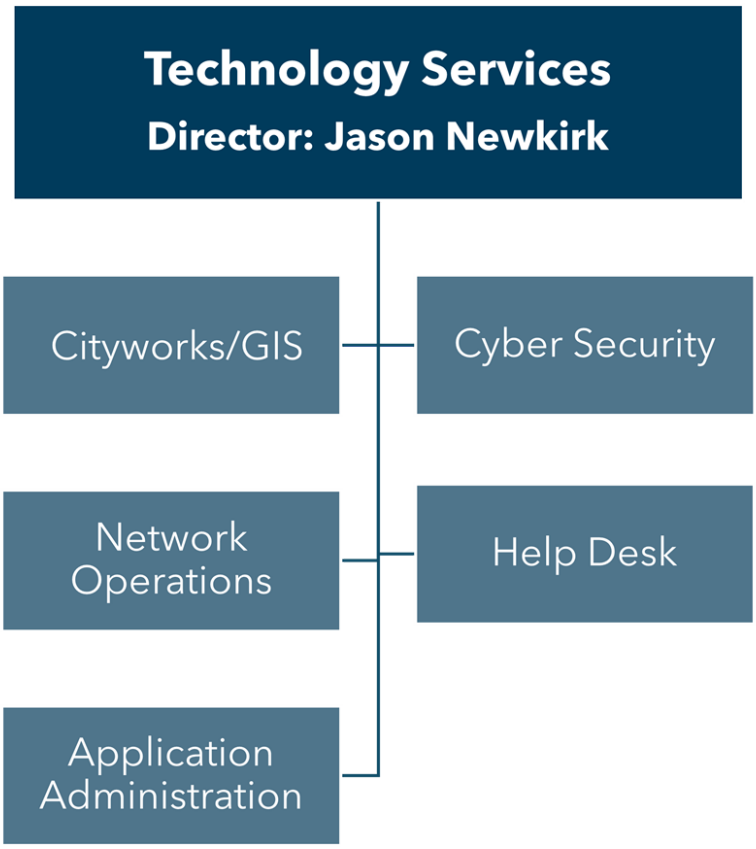
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	1,109,571	1,636,549	1,394,215	1,923,721
Benefits	519,329	797,995	654,082	995,200
Retiree Health Insurance	177,844	231,000	168,560	207,711
Internal Services	3,392,648	3,922,512	3,404,971	5,422,231
Professional Services	10,431,705	7,054,388	8,907,475	5,990,929
Equipment	96,591	165,000	179,000	196,910
Other Operating Expenses	3,619,601	240,985	176,735	311,465
Debt Service	366	0	0	0
Grand Total	**19,347,655**	**14,048,429**	**14,885,038**	**15,048,167**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Accounting (0954210)	**660,291**	**794,637**	**828,070**	**1,065,870**
Salaries	300,353	339,670	341,800	521,027
Benefits	128,829	170,352	169,900	262,139
Retiree Health Insurance	0	0	0	0
Internal Services	3,930	13,110	26,170	26,254
Professional Services	143,609	236,000	190,000	212,200
Equipment	0	0	0	0
Other Operating Expenses	83,610	35,505	100,200	44,250
Debt Service	40	0	0	0
Budget (0954021)	**199,942**	**633,311**	**290,732**	**486,848**
Salaries	116,412	404,545	186,600	277,280
Benefits	35,396	156,566	67,112	126,568
Retiree Health Insurance	305	0	0	0
Internal Services	9,089	0	0	4,500
Professional Services	935	0	0	0
Equipment	34,901	59,000	34,000	74,000
Other Operating Expenses	2,905	13,200	3,020	4,500
Debt Service	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Finance Administration (0954201)	**977,850**	**1,129,866**	**1,161,375**	**1,594,568**
Salaries	391,887	408,710	463,000	663,211
Benefits	185,242	221,866	229,100	339,796
Retiree Health Insurance	177,539	231,000	168,560	207,711
Internal Services	134,770	155,740	167,310	178,235
Professional Services	29,107	7,000	0	4,000
Equipment	43,690	88,000	125,000	102,910
Other Operating Expenses	15,209	17,550	8,405	98,705
Debt Service	406	0	0	0
Finance Operations (0954240)	**409,987**	**575,032**	**446,070**	**689,464**
Salaries	240,483	328,749	253,500	397,205
Benefits	123,163	175,894	141,900	232,434
Retiree Health Insurance	0	0	0	0
Internal Services	2,580	7,860	7,860	10,015
Equipment	0	0	0	0
Other Operating Expenses	43,761	62,530	42,810	49,810
Risk Management (093)	**5,798,574**	**5,860,214**	**5,916,114**	**5,917,000**
Salaries	1,199	6,413	0	6,639
Benefits	761	4,659	0	4,822
Retiree Health Insurance	0	0	0	0
Internal Services	2,592,732	2,935,657	2,594,635	4,545,914
Professional Services	87,826	2,826,985	3,321,479	1,273,125
Equipment	0	0	0	0
Other Operating Expenses	3,116,056	86,500	0	86,500
Treasury & Debt (0954212)	**112,501**	**377,319**	**223,970**	**121,820**
Salaries	58,038	142,049	142,800	51,720
Benefits	17,260	64,000	41,300	24,640
Retiree Health Insurance	0	0	0	0
Internal Services	0	3,570	3,570	3,760
Professional Services	1,149	130,000	0	0
Equipment	18,000	18,000	20,000	20,000
Other Operating Expenses	20,351	19,700	16,300	21,700
Debt Service	0	0	0	0
Workers' Compensation (092)	**11,188,510**	**4,678,050**	**6,018,707**	**5,172,597**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	1,199	6,413	6,515	6,639
Benefits	28,678	4,659	4,770	4,801
Internal Services	649,546	806,575	605,426	653,553
Professional Services	10,171,377	3,854,403	5,395,996	4,501,604
Equipment	0	0	0	0
Other Operating Expenses	337,710	6,000	6,000	6,000
Grand Total	**19,347,655**	**14,048,429**	**14,885,038**	**15,048,167**


Technology Services
Director: Jason Newkirk
Cityworks/GIS
Cyber Security
Network Operations
Help Desk
Application Administration

Technology Services

Technology Services provides innovative technology solutions within a secure and reliable environment and support City departments in delivering quality services to the community.

Programs

Technology Services

The Technology Services Department supports the City of Independence's strategic priorities by delivering secure, reliable, cost effective, and innovative technology solutions that enhance operational efficiency across the organization. The department also promotes effective data sharing among City departments, enabling stronger collaboration, informed decision making, and improved service delivery to the community.

Voice & Data Systems

The Voice & Data Systems program maintains the City's telephone, radio, and network connectivity infrastructure, ensuring reliable and secure communications across all departments. The program supports daily operations and public safety by providing modern, cost effective communication services and continuing the transition from the legacy phone system to a unified communications platform.

Strategic Plan Connection

An Engaged Community

1.1 Outreach - Continue to strengthen and innovate in how we deliver information to the community and our partners.
c - Complete an Audio/Visual needs assessment for City facilities and implement upgrades to meet current and future needs.

A Safe, Welcoming Community

3.1 Public Safety- Support high quality public safety programs, emergency preparedness, facilities, and leadership.

A Financially Sustainable Organization

5.1 Control Long-Term Costs - Ensure City finances are stable and sustainable.
c - Promote Standardization of Technology and Centralization of IT Functions to Make City Operations More Efficient and Cost-Effective.
d - Mature the City's Cyber-Security Practices to Improve Management of Cyber-Security Risks while Protecting Sensitive Information.

A High-Performance Organization

6.3 Best Practices, Creativity, and Foresight
b - System Integration. Identify key systems that if integrated would improve efficiency and effectiveness.

6.4 Performance Metrics
a - Develop Data Analysis Tools. Develop more sophisticated analytical tools to access, monitor, measure, and analyze data to inform decision making.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Provide 24/7 access to information on city services: Independencemo.gov availability	99.00%	99.90%	99.90%	99%

Accomplishments

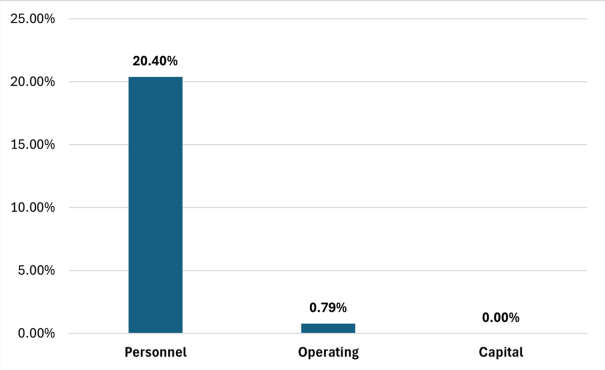
Deployed an always on VPN solution that enables secure, seamless connectivity for staff transitioning between work locations.
Established a standardized cybersecurity review process for all new software acquisitions to strengthen the City's security posture.
Deployed advanced audio visual systems for the Municipal Commons to support improved collaboration and broadcasting capabilities.
Implemented self service utility payment kiosks to expand public access and improve customer convenience.
Deployed modern network infrastructure across multiple new and renovated City facilities.
Expanded the online licensing and permitting portal to streamline processes and make it easier for residents and businesses to interact with the City.
Earned recognition as a 2025 Digital Cities Award winner for excellence and innovation in municipal technology.

Significant Budget & Operational Changes

In previous fiscal years, Tech Services has personnel and a small amount of operating expenditures in an additional org: GIS (0954058). This org has been consolidated into Technology Services (0954220) for FY26-27. The proposed budget also includes

funding for a Help Desk Supervisor position and a Cyber Security Supervisor position.

Percent Change, Adopted FY2026 to FY2027



Reasons for Change:

Personnel: ↑COLA, increase health insurance, employee compensation, costs associated with proposed positions|| **Operating:** ↑interfund charges|| **Capital:** ←→

Full-Time Equivalent Employees (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Technology Services	24.25	26.25

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Enterprise Resource Planning & GIS (0954058, 0954059)	1,490,757	1,776,825	1,552,068	739,341
Technology Services (0954220)	4,021,071	5,290,199	4,915,198	6,983,997
Voice and Data Systems (4221)	724,546	343,120	341,937	372,002
Grand Total	**6,236,374**	**7,410,144**	**6,809,203**	**8,095,340**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Fund (095)	5,759,239	7,404,014	6,809,203	8,095,340
General (002)	477,135	6,130	0	0
Grand Total	**6,236,374**	**7,410,144**	**6,809,203**	**8,095,340**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	1,877,501	2,141,684	1,963,290	2,602,004
Benefits	845,902	1,056,486	924,392	1,248,440
Retiree Health Insurance	0	0	0	0
Internal Services	2,236,496	3,118,164	2,899,829	3,188,585
Professional Services	19,350	115,000	150,000	115,000
Equipment	8,693	10,000	42,372	10,000
Other Operating Expenses	1,103,159	968,810	829,320	931,310
Debt Service	145,273	0	0	0
Grand Total	**6,236,374**	**7,410,144**	**6,809,203**	**8,095,340**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Enterprise Resource Planning & GIS (0954058, 0954059)	**1,490,757**	**1,776,825**	**1,552,068**	**739,341**
Salaries	550,519	645,757	579,600	0
Benefits	279,657	351,788	303,300	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	15,280	6,668	5,341
Professional Services	19,350	15,000	50,000	15,000
Equipment	0	0	0	0
Other Operating Expenses	641,232	749,000	612,500	719,000
Debt Service	0	0	0	0
Technology Services (0954220)	**4,021,071**	**5,290,199**	**4,915,198**	**6,983,997**
Salaries	1,326,982	1,495,927	1,383,690	2,602,004
Benefits	566,245	704,698	621,092	1,248,440
Retiree Health Insurance	0	0	0	0
Internal Services	2,060,675	2,901,574	2,693,034	2,948,542
Professional Services	0	100,000	100,000	100,000
Equipment	8,693	10,000	42,372	10,000

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Other Operating Expenses	54,145	78,000	75,010	75,010
Debt Service	4,331	0	0	0
Voice and Data Systems (4221)	**724,546**	**343,120**	**341,937**	**372,002**
Salaries	0	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	175,821	201,310	200,127	234,702
Professional Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	407,783	141,810	141,810	137,300
Debt Service	140,942	0	0	0
Grand Total	**6,236,374**	**7,410,144**	**6,809,203**	**8,095,340**

Law

Department Programs

	FY 2024-25 Actuals	FY2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Law (0954100, 0154150)	742,233	798,620	232,435	971,982

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Fund (095)	516,435	549,050	6,205	652,324
General (002)	197,874	219,138	197,230	288,486
Grants (015)	27,924	30,432	29,000	31,172
Grand Total	**742,233**	**798,620**	**232,435**	**971,982**

Department by Expenditure Category

	FY 24-25 Actuals	FY 25-26 Budget	FY 25-26 Estimated	FY 26-27 Proposed
Salaries	165,231	165,262	158,600	265,705
Benefits	58,079	62,928	60,730	133,330
Retiree Health Insurance	0	0	0	0
Internal Services	3,250	10,230	6,750	12,742
Professional Services	0	8,000	2,000	8,000
Equipment	0	0	0	0
Other Operating Expenses	515,673	552,200	4,355	552,205
Debt Service	0	0	0	0
Grand Total	**742,233**	**798,620**	**232,435**	**971,982**

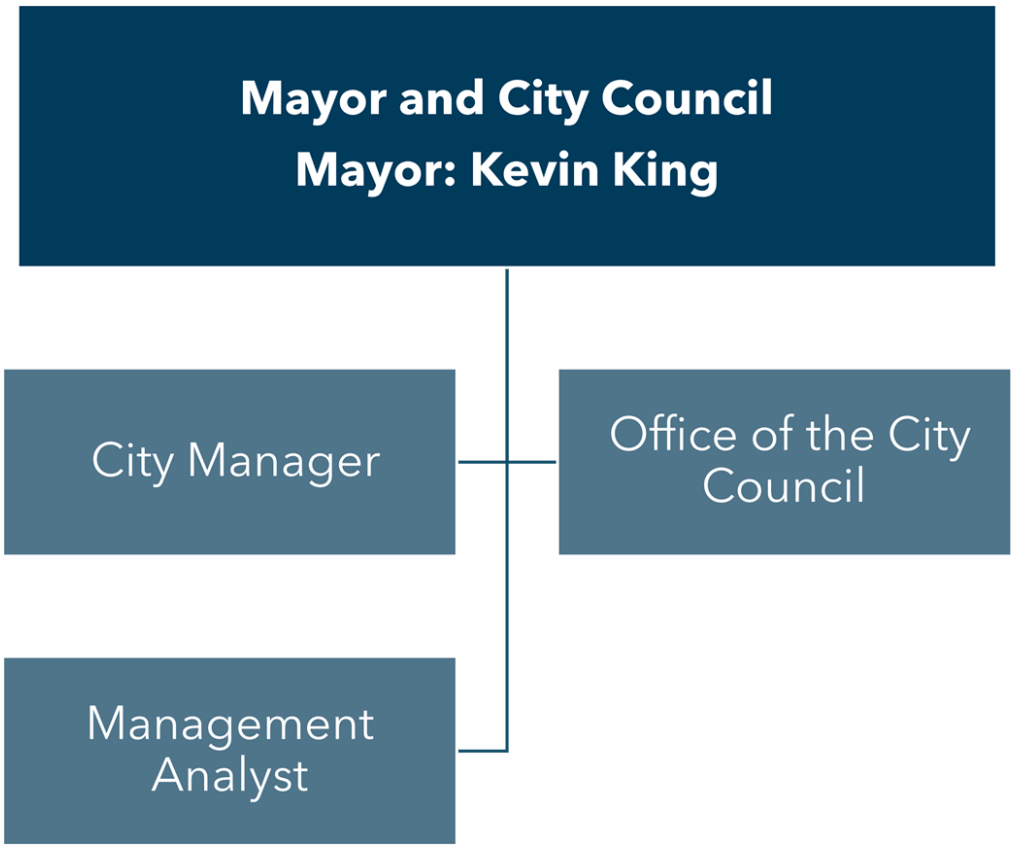
Total Full-Time Equivalent Positions (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Law (0954100, 0154150)	1.98	2.98

Program Mission

The mission of the Law division is to conduct and carry on all civil suits, actions, and proceedings; draft or review proposed City ordinances and amendments; and, prepare or officially approve as to form all contracts, deeds, bonds, and other documents.

Policy & Leadership


Mayor and City Council
Mayor: Kevin King
City Manager
Office of the City Council
Management Analyst

Offices of the Mayor and City Council

The mission of the Mayor and City Council is to work collaboratively to enact legislation that protects the health, peace, property, and general welfare of the citizens of Independence. As outlined in the City Charter, the Mayor serves as the presiding officer of the City Council and, together with the council members, is responsible for adopting laws and making appointments to various advisory boards and commissions. The City Council is composed of four members elected by district and two members elected at-large by all voters in Independence.

Programs

Mayor and Council

The Mayor and City Council function as the legislative and policy-making body of the City of Independence. Responsibilities include adopting ordinances and resolutions, approving the annual budget, setting strategic priorities, and providing oversight of City operations. The Mayor presides over Council meetings and represents the City in official capacities. The Council also appoints members to boards and commissions and works collaboratively with the City Manager to ensure effective service delivery and advancement of community goals.

Strategic Plan Connection

The Mayor and City Council establish the City's strategic goals and priorities, providing policies that departments align with and implement through their operations and services.

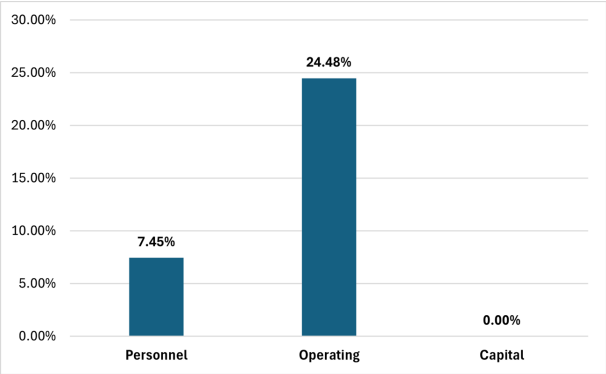
Accomplishments

Provided policy leadership and governance oversight to advance City Council priorities, including adoption of the annual budget, support for economic development initiatives, and investment in critical infrastructure and community services.

Significant Budget & Operational Changes

No significant budget or operational changes.

Percent Change, Adopted FY2026 to Proposed FY 2027



Reasons for Change:

Personnel: ↑ Increase due to COLA, health insurance, retiree health, and auto allowance, additional position|| **Operating:** ↑ increased insurance and risk, interfund, commmunication services charges, and anticipated computer purchases|| **Capital:** ←→

Full-Time Equivalent Employee (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Offices of the Mayor and City Council	9.00	9.00

Performance Measures

The Mayor and City Council establish policy direction that guides the development of key performance indicators aligned with strategic priorities.

Department Program

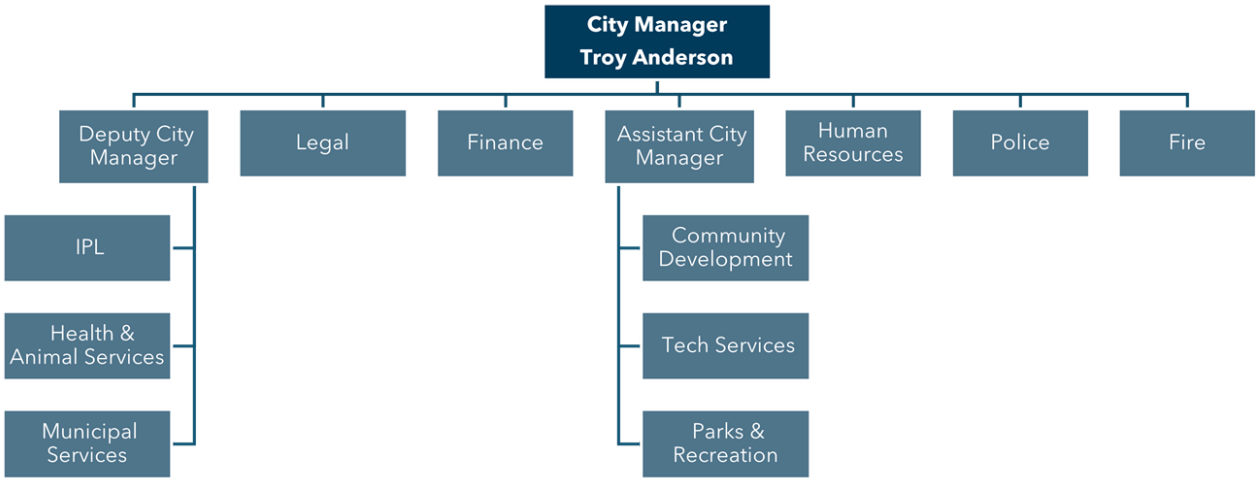
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Mayor and City Council (4002)	782,656	959,656	923,419	1,096,903

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	780,256	959,656	923,419	1,096,903
Grants (015)	2,400	0	0	0
Grand Total	**782,656**	**959,656**	**923,419**	**1,096,903**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	335,965	321,059	321,039	359,247
Benefits	202,858	233,707	201,815	238,034
Retiree Health Insurance	14,268	18,700	15,275	18,889
Internal Services	183,180	331,290	331,100	416,628
Professional Services	7,930	7,000	4,000	7,000
Equipment	0	2,500	1,685	11,700
Other Operating Expenses	37,606	45,400	48,505	45,405
Debt Service	849	0	0	0
Grand Total	**782,656**	**959,656**	**923,419**	**1,096,903**


City Manager
Troy Anderson
Deputy City Manager
Legal
Finance
Assistant City Manager
Human Resources
Police
Fire
IPL
Health & Animal Services
Municipal Services
Community Development
Tech Services
Parks & Recreation

Office of the City Manager

The mission of the City Manager is to serve as the Chief Administrative Officer of the City government so that Mayor and City Council-directed policies are implemented and city services are delivered efficiently and effectively.

Programs

City Manager

The City Manager's Office provides executive leadership and administrative oversight for City operations, ensuring implementation of policies established by the Mayor and City Council. The office directs daily activities, coordinates departmental services, and oversees strategic initiatives to support efficient and effective service delivery.

City Clerk

The City Clerk manages and records the official proceedings of the City of Independence so that the official business of the City is duly recorded and maintained.

Strategic Plan Connection

An Engaged Community

6.4 Performance Metrics - Utilize key performance and cost measures to monitor, track and improve the planning and delivery of City programs and services and to promote greater accountability, effectiveness, and efficiency.

An Engaged Community

1.1 Outreach - Continue to strengthen and innovate in how we deliver information to the community and our partners
1.2 Community Engagement - Broaden and deepen engagement of the community in city government, innovation methods for inviting input from the community and stakeholders.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Maintain the City's financial stability and credibility through sound fiscal management and planning: City Bond rating maintained or improved by major credit rating agencies	AA	A	A	Maintain at least an AA rating
Continue to promote transparency and accountability by responding promptly to public information requests: Sunshine requests fulfilled	1036	1110	1250	3 business days from acknowledgement by the City Clerk
Support civic engagement by coordinating and documenting official public meetings: Number of City Council Meetings	261	270	270	100%

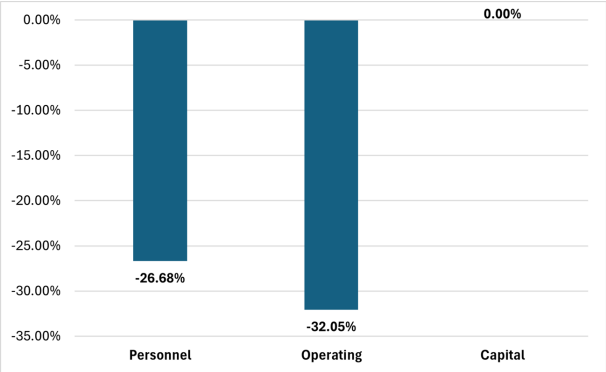
Accomplishments

The City Manager directs and guides departmental operations to support the City's goals.

Significant Budget & Operational Changes

During FY2025-26, the City Manager's Office experienced significant leadership transitions, including the departure of two employees. Separation-related payouts associated with these departures resulted in significant budgetary impacts for the department. A new City Manager has since assumed leadership, and personnel expenditures will stabilize as organizational transitions are completed. No signficant budget or operational changes are anticipated for FY2026-27.

Percent Change, Adopted FY2026 to FY2027



Reasons for Change:

Personnel: ↓removal of one unfilled position|| **Operating:** ↓ Elimination of citywide interfund charges between General Fund departments per auditor guiadance (offset by revenue reduction)|| **Capital:**←→

Full-Time Equivalent Employees (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Office of the City Manager	9.50	4.50

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
City Clerk (4012)	425,203	395,002	588,917	405,285
City Manager (4021)	1,115,361	1,101,117	1,204,947	887,414
Emergency Preparedness (4023)	367,225	304,587	175,600	0
Grand Total	**1,907,788**	**1,800,706**	**1,969,464**	**1,292,699**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	1,799,147	1,800,706	1,960,834	1,292,699
Grants (015)	108,642	0	8,630	0
Grand Total	**1,907,788**	**1,800,706**	**1,969,464**	**1,292,699**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	932,876	823,108	899,008	606,158

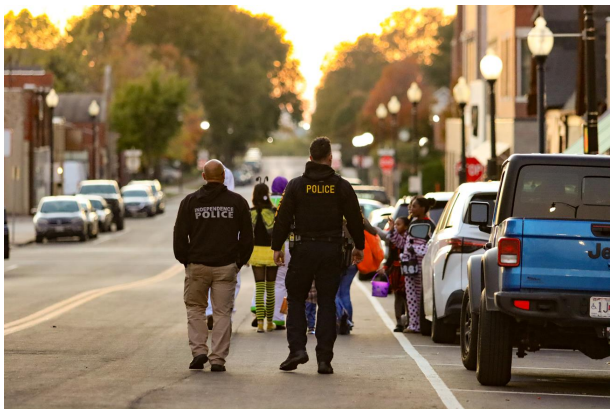
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Benefits	325,525	366,757	297,802	222,241
Retiree Health Insurance	86,452	96,800	93,639	115,028
Internal Services	157,523	203,844	191,280	90,871
Professional Services	259,587	213,000	413,215	210,000
Equipment	1,807	4,721	3,500	4,721
Other Operating Expenses	143,290	92,475	71,020	43,680
Debt Service	728	0	0	0
Grand Total	**1,907,788**	**1,800,706**	**1,969,464**	**1,292,699**

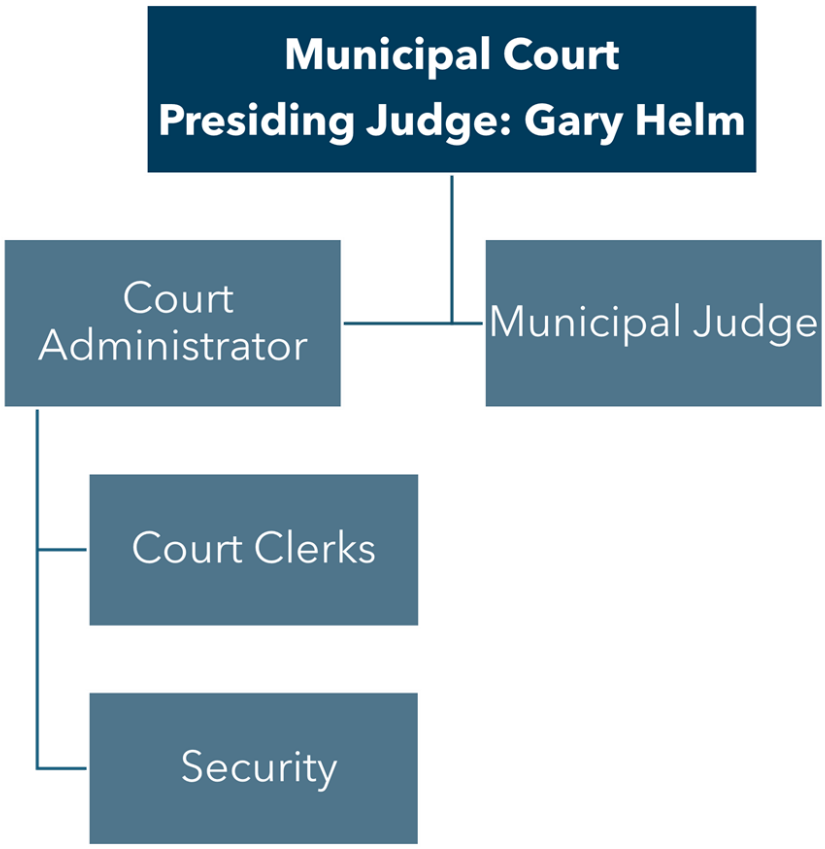
Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
City Clerk (4012)	**425,203**	**395,002**	**588,917**	**405,285**
Salaries	91,862	94,783	95,323	98,169
Benefits	49,641	59,439	56,583	53,239
Retiree Health Insurance	27,310	30,800	29,486	36,461
Internal Services	14,000	12,480	12,480	14,816
Professional Services	238,659	185,000	388,000	185,000
Equipment	0	0	0	0
Other Operating Expenses	3,306	12,500	7,045	17,600
Debt Service	425	0	0	0
City Manager (4021)	**1,115,361**	**1,101,117**	**1,204,947**	**887,414**
Salaries	670,455	585,347	723,685	507,989
Benefits	216,982	235,054	206,649	169,002
Retiree Health Insurance	59,142	66,000	64,153	78,567
Internal Services	115,540	158,920	158,000	76,055
Professional Services	13,275	25,000	25,000	25,000
Equipment	808	4,721	3,500	4,721
Other Operating Expenses	38,855	26,075	23,960	26,080
Debt Service	303	0	0	0
Emergency Preparedness (4023)	**367,225**	**304,587**	**175,600**	**0**
Salaries	170,558	142,978	80,000	0
Benefits	58,902	72,265	34,570	0
Retiree Health Insurance	0	0	0	0
Internal Services	27,983	32,444	20,800	0
Professional Services	7,653	3,000	215	0
Equipment	999	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Other Operating Expenses	101,129	53,900	40,015	0
Grand Total	**1,907,788**	**1,800,706**	**1,969,464**	**1,292,699**

Public Safety




Municipal Court
Presiding Judge: Gary Helm
Court Administrator
Municipal Judge
Court Clerks
Security

Municipal Court

Municipal Court is committed to administering justice fairly, impartially, and efficiently in accordance with the law. We strive to protect individual rights, uphold due process, and ensure equal access to justice for all. Through professionalism, integrity, and respect, we serve our community and promote public trust and confidence in the judicial system.

Programs

Municipal Court

Independence Municipal Court offers a mental health court diversion program, which is a specialized court initiative designed to redirect individuals with serious mental health conditions away from traditional prosecution and into supervised treatment programs.

Strategic Plan Connection

A Safe, Welcoming Community

To be a trusted, innovative, and community-centered court that promotes accountability, public safety, and equal access to justice.

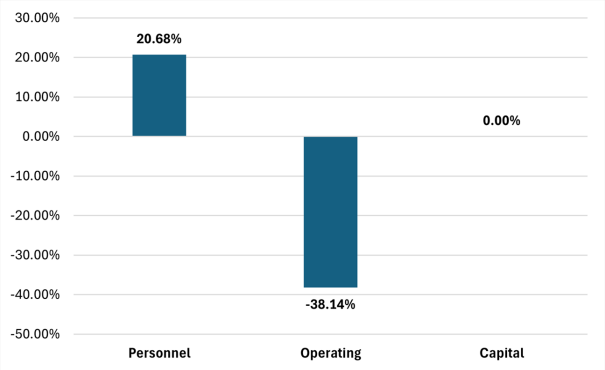
Accomplishments

Department Accomplishments not available at time of publication.

Significant Budget & Operational Changes

No significant budget and operational changes.

Percent Change, Adopted FY2026 to Proposed FY 2027



Reasons for Change:

Personnel: ↑ COLA, LAGERS, health insurance increase|| **Operating:** ↓ Elimination of citywide interfund charges between General Fund departments per auditor guidance (offset by revenue reduction)|| **Capital:** ←→

Full-Time Equivalent Employee (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Municipal Court	11.00	12.61

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Performance Measures Under Development				

Department Program

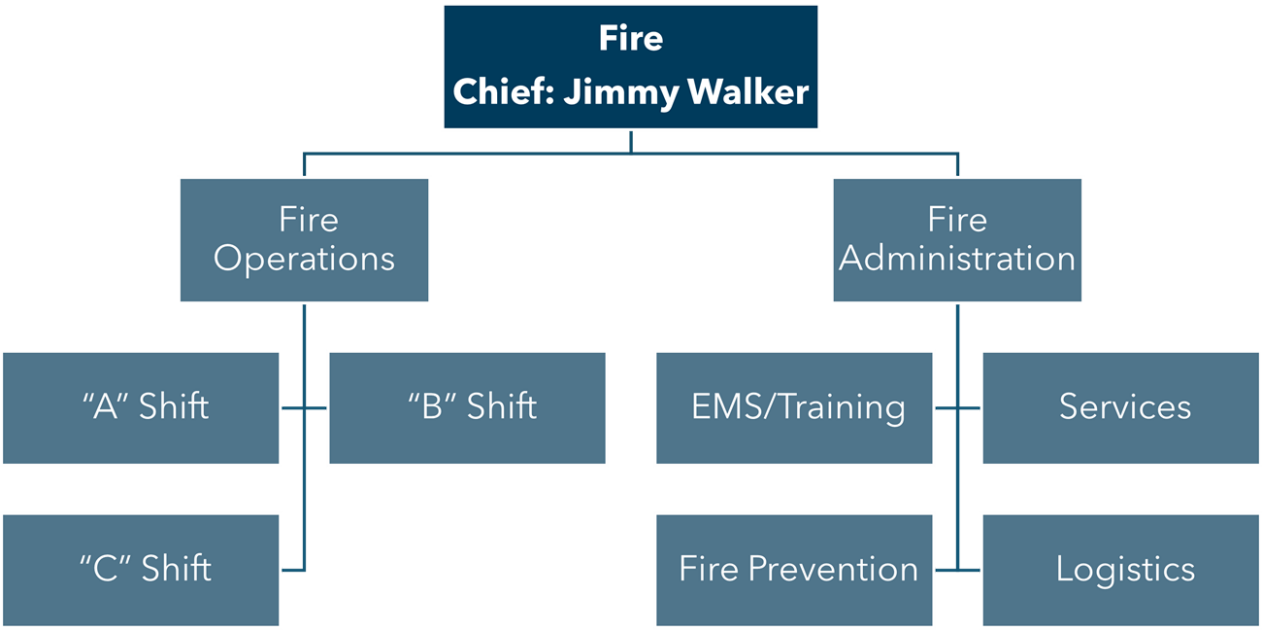
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Municipal Court (4090)	1,276,060	1,491,095	1,493,402	1,454,121

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	1,276,060	1,491,095	1,493,402	1,454,121
Grand Total	**1,276,060**	**1,491,095**	**1,493,402**	**1,454,121**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	606,335	548,203	601,000	690,648
Benefits	281,960	316,796	283,785	366,867
Retiree Health Insurance	32,937	39,000	27,112	33,437
Internal Services	237,320	466,200	457,000	237,478
Professional Services	88,782	93,931	89,000	93,931
Equipment	2,314	5,000	20,000	5,000
Other Operating Expenses	25,086	21,965	15,505	26,760
Debt Service	1,326	0	0	0
Grand Total	**1,276,060**	**1,491,095**	**1,493,402**	**1,454,121**


Fire
Chief: Jimmy Walker
Fire Operations
Fire Administration
"A" Shift
"B" Shift
"C" Shift
EMS/Training
Services
Fire Prevention
Logistics

Fire

The Independence Fire Department will meet the challenges of present and future community needs through pro-active leadership, dedication to our core values, provision of quality All-Hazard emergency services, and community risk-reduction strategies in an efficient and effective manner.

Programs

Administration

The Administration division is to be responsible for the overall management of the department and ensures that strategic goals and objectives meet the visions and mission of the department.

Training

The training division provides training which promotes safe, effective, and efficient emergency response and works with community partners to improve education, public awareness, and to coordinate programs concerning public health, animal welfare, emergency services, criminal justice and other important social services.

Sales Tax

The purpose of this program/cost center is to budget and track expenditures from the Fire Protection Sales Tax funds to ensure compliance with the stated goals of this initiative when passed by voters.

Prevention

The Fire Prevention division provides for the safety of residents through inspection of new businesses within the city, fire code enforcement, plan reviews, fire safety education, fire investigation, and the re-inspection of all violations found during company inspections

Operations

The Fire Operations division is to serve the emergent needs of the community with response to emergency medical calls, fires, explosions, bomb threats, vehicle accidents, homeland security terrorism, hazardous chemical spills, and other emergency calls.

Maintenance

The Maintenance division manages the service, preventative maintenance, and replacement programs for all staff vehicles, fire apparatus, facilities, and equipment.

Emergency Medical Services

The Emergency Medical Services (EMS) and Wellness division is responsible for the training and operation of emergency medical services to ensure firefighters can provide basic and advanced life support measures to the citizens.

Strategic Plan Connection

A Safe, Welcoming Community

3.1 Public Safety- Support high quality public safety programs, emergency preparedness, facilities, and leadership.

3.2 Health & Safety Action - Work with our partners to improve education, public awareness, and to coordinate programs concerning public health, animal welfare, emergency services, criminal justice, and important social services.

3.3 Friendly Community - Ensure Independence continues to welcome diversity through policies, public awareness, and community engagement.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Provide effective and efficient fire and rescue servics to the community: Average number of calls for service - Fire/Medical, average response times	Total calls- 27,841 Fire Calls- 716 Medical calls- 16,581 Avg Response- 5:42	Total calls- 24,226 Fire Calls- 590 Medical calls- 14,784 Avg Response- 5:51	Total calls- 24,500 Fire Calls-620 Medical calls- 14,900 Avg Response-	Tracking the average number of fire and medical calls helps the City understand service demand and plan staffing and resources accordingly. Monitoring average response times ensures the department is responding quickly enough to protect life and property and highlights any operational or coverage issues.
Provide education to local schools and businesses about fire safety and the resources IFD can provide: Number of Public Safety Presentations	Public Safety Events- 82 Audience- 7,424	Public Safety Events- 88 Audience- 11,058	Public Safety Events- 80 Audience- 8,500	This metric helps measure how actively the department is engaging the community in fire prevention and education efforts. This metric also reflects progress in reducing risk by increasing awareness of fire safety practices and available resources.
Ensure homes have properly functioning smoke detectors: Number of Fire Inspections, Alarms installed/replaced	Smoke Det. Distributed- 151 Fire Inspections- 5,009	Smoke Det. Distributed- 171 Fire Inspections- 4,541	Smoke Det. Distributed- 170 Fire Inspections- 5,000	Tracking the number of fire inspections and smoke alarms installed or replaced helps measure efforts to ensure homes are equipped with critical life-saving devices.

				These metrics indicate progress in reducing fire-related injuries and fatalities through prevention and early detection
Support community health and well-being through a collabrative emergency response model: Number of individuals served through ARCH responses, Number of 911 calls ARCH assisted with, Number of follow-up visits conducted after initial ARCH response, Percentage of individuals connected to ongoing care or social services after intervention	Transports- 222 Emergency Response- 800 Follow-up visits- 810 Alternative Treatment- 80	Transports- 234 Emergency Response- 796 Follow-up visits- 540 Alternative Treatment- 112	Transports- 250 Emergency Response- 800 Follow-up visits- 600 Alternative Treatment- 120	Tracking ARCH related metricshelps evaluate how effectively the alternative response program addresses mental health and non-traditional emergency needs in the community. These measures help demonstrate ARCH's ability to divert appropriate calls from traditional emergency response and successfully connect individuals to ongoing care and support.

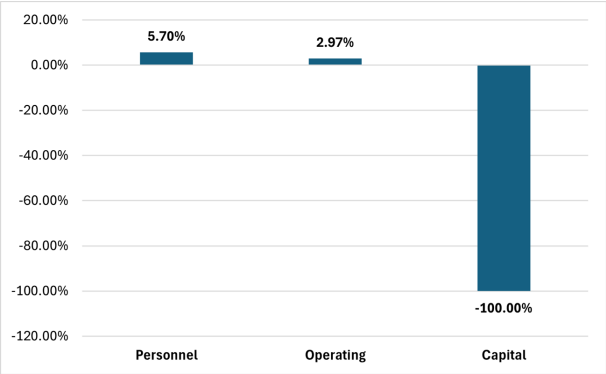
Accomplishments

Began construction of Fire Station #8 and Training Facility, and addressing design process of Fire Stations #5 and #11.
Completed Safe Driver/Operator training to all of Fire Operations Division.
Dispatch changes to low acuity calls resulted in a 17.3% reduction of total alarms.
Expanded the footprint of the Alternative Respnse for Community Health (ARCH) Program.
Reduced overtime costs through the hiring of new Firefighters and Policy Enforcement.

Significant Budget & Operational Changes

In FY26-27, the department's proposed budget includes the following significant budget and operational changes: A CAD to CAD Interface between COI-ECC and American Medical Response (AMR) ambulance transport service; addition of Deputy Fire Chief position to supervise the Operations Division of the Fire Department; 5% Pay increase for Represented employees and Non-Represented Chief Officers of the Fire Department; fire hose testing service. The proposed budget returns the Fire Department's budget to the General Fund. This change reflects the City Manager's preference for a different accounting and financial management structure that more closely aligns with the City's long-term organizational and financial planning goals. It does not result in a reduction of funding and is more representative of an accounting change than an operational or budgetary change.

Percent Change, Adopted FY 2026 to Adopted FY 2027



Reasons for Change:

Personnel: ↑ union pay, COLA, retiree health, health insurance, LAGERS, cost of proposed position, and non-rep pay increase|| **Operating:** ↑Risk and insurance, debt payments, operating supplies, tools and equipment, and computer maintenance|| **Capital:** ↓ no signficant new capital expenditures anticipated; payments still pending or in process for prior year capital

	FY 25-26 Adopted	FY 26-27 Proposed
Fire	207.00	207.00

Full-Time Equivalent Employees (FTE)

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (4611)	3,293,983	4,153,207	4,059,911	4,739,394
Emergency Medical Services (4622)	381,309	419,425	415,556	446,518
Fire Prevention (4631)	888,152	1,026,636	689,138	786,154
Maintenance (4641)	50,590	108,869	79,869	115,475
Operations (4621)	21,710,641	21,428,606	21,743,540	21,887,473
Sales Tax (0174671)	7,678,718	12,304,304	12,926,416	13,362,133
Training (4651)	141,496	88,779	41,979	39,607
Grants (0154650)	0	0	0	0
Capital Improvements (053)	3,866,750	10,000,000	10,000,000	0
Marijuana Sales Tax (0654621)	0	20,000	25,000	120,000
Grand Total	**38,011,639**	**49,509,826**	**49,981,410**	**41,496,753**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Improvements Fund (053)	3,866,750	10,000,000	10,000,000	0
Fire Protection Sales Tax (017)	7,678,718	39,529,826	39,956,410	13,362,133
General (002)	26,466,171	0	0	28,014,620
Grants (015)	0	0	0	0
Marijuana Sales Tax Fund (065)	0	20,000	25,000	120,000
Grand Total	**38,011,639**	**49,509,826**	**49,981,410**	**41,496,753**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	18,169,525	17,764,712	17,767,426	18,849,472
Benefits	9,777,369	10,233,138	10,062,660	10,509,325
Retiree Health Insurance	1,601,387	1,818,000	1,768,024	2,156,469
Internal Services	2,381,387	3,592,702	3,325,421	3,556,270
Professional Services	222,326	290,000	225,910	390,000
Equipment	260,430	973,006	1,850,000	770,000
Other Operating Expenses	1,706,229	2,006,768	2,005,972	2,262,018
Debt Service	26,236	2,831,500	2,975,996	3,003,200
Capital Transfers	3,866,750	10,000,000	10,000,000	0
Grand Total	**38,011,639**	**49,509,826**	**49,981,410**	**41,496,753**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (4611)	**3,293,983**	**4,153,207**	**4,059,911**	**4,739,394**
Salaries	272,282	238,350	247,112	321,445
Benefits	77,817	93,028	124,885	163,639
Retiree Health Insurance	1,601,387	1,818,000	1,768,024	2,156,469
Internal Services	1,295,150	1,949,129	1,919,730	2,055,441
Professional Services	3,493	9,000	0	9,000
Other Operating Expenses	43,854	45,700	160	33,400
Capital Improvements (053)	**3,866,750**	**10,000,000**	**10,000,000**	**0**
Equipment	0	0	0	0
Capital Transfers	3,866,750	10,000,000	10,000,000	0
Emergency Medical Services (4622)	**381,309**	**419,425**	**415,556**	**446,518**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	214,419	213,747	229,072	236,418
Benefits	102,840	112,213	114,224	121,632
Retiree Health Insurance	0	0	0	0
Internal Services	22,722	37,596	16,330	32,600
Professional Services	0	0	0	0
Other Operating Expenses	41,327	55,868	55,930	55,868
Fire Prevention (4631)	**888,152**	**1,026,636**	**689,138**	**786,154**
Salaries	517,152	574,580	446,578	453,293
Benefits	307,073	335,640	198,960	235,692
Retiree Health Insurance	0	0	0	0
Internal Services	27,245	102,916	40,600	80,669
Equipment	0	0	0	0
Other Operating Expenses	36,682	13,500	3,000	16,500
Grants (0154650)	**0**	**0**	**0**	**0**
Salaries	0	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	0	0	0	0
Maintenance (4641)	**50,590**	**108,869**	**79,869**	**115,475**
Salaries	0	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	14,884	46,169	42,669	50,775
Equipment	0	0	0	0
Other Operating Expenses	35,706	62,700	37,200	64,700
Marijuana Sales Tax (0654621)	**0**	**20,000**	**25,000**	**120,000**
Salaries	0	20,000	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Professional Services	0	0	0	120,000
Other Operating Expenses	0	0	25,000	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Operations (4621)	**21,710,641**	**21,428,606**	**21,743,540**	**21,887,473**
Salaries	12,743,835	11,998,386	12,406,347	12,875,296
Benefits	8,129,742	8,442,122	8,355,596	8,606,568
Retiree Health Insurance	0	0	0	0
Internal Services	768,877	927,297	778,297	359,809
Other Operating Expenses	43,790	36,300	203,300	21,300
Debt Service	24,397	24,500	0	24,500
Sales Tax (0174671)	**7,678,718**	**12,304,304**	**12,926,416**	**13,362,133**
Salaries	4,290,837	4,715,648	4,438,317	4,963,020
Benefits	1,159,898	1,250,134	1,268,995	1,381,794
Retiree Health Insurance	0	0	0	0
Internal Services	242,090	485,816	485,816	939,369
Professional Services	218,833	281,000	225,910	261,000
Equipment	260,430	973,006	1,850,000	770,000
Other Operating Expenses	1,504,791	1,791,700	1,681,382	2,068,250
Debt Service	1,839	2,807,000	2,975,996	2,978,700
Training (4651)	**141,496**	**88,779**	**41,979**	**39,607**
Salaries	131,000	44,000	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	10,419	43,779	41,979	37,607
Other Operating Expenses	77	1,000	0	2,000
Grand Total	**38,011,639**	**49,509,826**	**49,981,410**	**41,496,753**

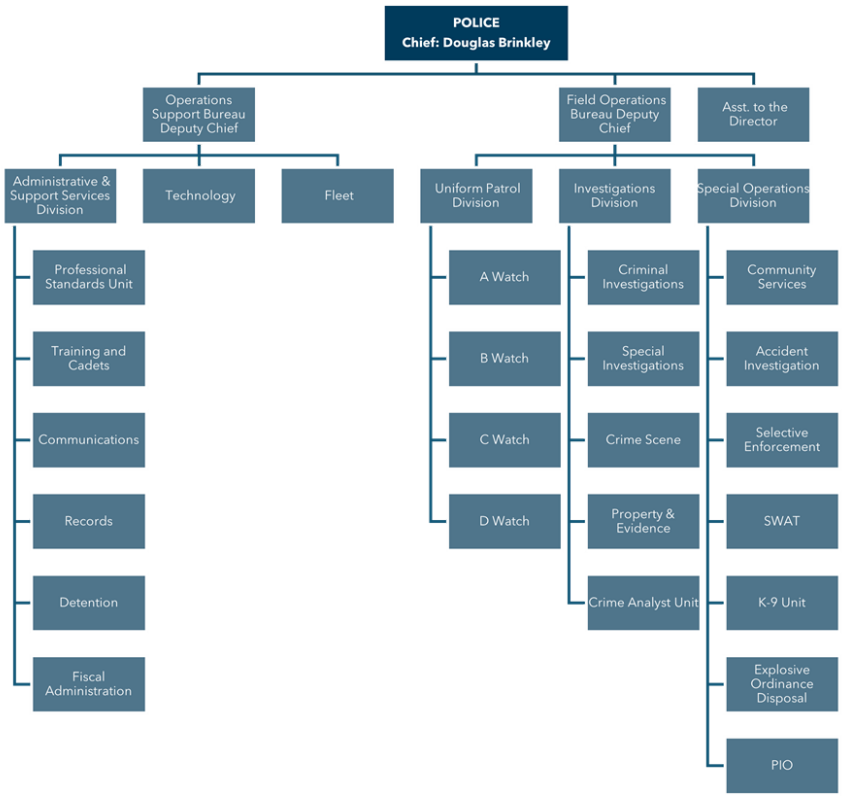
Capital Improvements (053)

Program by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Equipment	3,866,750	10,000,000	10,000,000	0
Grand Total	**3,866,750**	**10,000,000**	**10,000,000**	**0**

Program by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Improvements Fund (053)	3,866,750	10,000,000	10,000,000	0
Fire Protection Sales Tax (017)	0	0	0	0
Grand Total	**3,866,750**	**10,000,000**	**10,000,000**	**0**


POLICE
Chief: Douglas Brinkley
Operations Support Bureau Deputy Chief
Field Operations Bureau Deputy Chief
Asst. to the Director
Administrative & Support Services Division
Technology
Fleet
Uniform Patrol Division
Investigations Division
Special Operations Division
Professional Standards Unit
Training and Cadets
Communications
Records
Detention
Fiscal Administration
A Watch
B Watch
C Watch
D Watch
Criminal Investigations
Special Investigations
Crime Scene
Property & Evidence
Crime Analyst Unit
Community Services
Accident Investigation
Selective Enforcement
SWAT
K-9 Unit
Explosive Ordinance Disposal
PIO

Police

The Independence Police Department protects the life, individual liberty, and property of all people within the City of Independence, to lower crime and disorder in the community, to develop and maintain a positive relationship with members of the community, and to foster a positive working environment for police employees.

Programs

Chief of Police

The Office of the Chief of Police is responsible for the overall operation and administration of the Police Department. Responsibilities include technology and fleet management, budget and accounting processes, inventories and supply, professional standards, and recruitment.

Training & Equipment

The Training Unit coordinates all department training including mandated Police Officer Standards and Training (POST) certification, federal, state and City requirements, and all external training activities. This unit is also responsible for the Field Training Officer (FTO) program and assists with recruiting and hiring for the department.

Patrol

The Patrol Division is the primary and initial responder for all police calls from citizens 24 hours per day, 365 days per year. This division is essential to reduce crime and disorder, making the City of Independence a Safe and Welcoming Community.

Investigations

The Investigations Division handles proactive and reactionary investigations of crimes to include homicides, assaults, domestic violence, drug offenses, and burglaries. This division consists of the Criminal Investigations Unit, the Street Crimes Unit, Special Investigations Units, Crime Analysts Unit, and the Property Room.

Tactical Operations

The Tactical Operations Division reduces crime and disorder by providing support, coordination, and proactive patrol in high-crime and/or violation areas through the efforts of the Canine Unit, Special Weapons and Tactics (SWAT) Team and Explosive Ordnance Disposal (EOD) Team.

Special Enforcement

The Special Enforcement Division consists of the Crash Investigations and MOTORS Units. These units focus on responding to traffic complaints and crashes, as well as enforcing all traffic laws. Special Enforcement duties also include speed enforcement operations, crash investigation and reconstruction, and DWI / DRE enforcement. This division also provides support during special community and department events.

S.T.E.P Program

The Students Transitioning Exceptionally Prepared (STEP) Program strives to prevent or reduce drug, alcohol, tobacco, vaping and violence among students. This is done by conducting coordinated training using PowerPoint presentations and videos. The primary audience for this training consists of students preparing to transition from the elementary school setting to the middle school setting, and those students preparing to transition from middle school to the high school setting.

Community Services

The Community Services Division provides citizens with the information and resources necessary to improve their quality of life and sense of security. This is accomplished through community engagements, the Disorderly / Nuisance property abatement program, Homeless Outreach Program, public demonstrations, and crime prevention and education. This division also includes the Volunteers in Police Services (VIPS) program and oversight of the Crisis Intervention Team.

Crime Scene

The Crime Scene Unit consists of investigators who are responsible for processing crime scenes to gather evidence and other data to support criminal charges. The Unit is also responsible for collecting video evidence from local businesses and residences to support the investigations of crimes. The collection and identification of evidence is utilized in the prosecution of criminal defendants, helping to reduce crime in the community.

Detention

The Detention Unit is responsible for processing and housing individuals arrested for violations of City Ordinances, State Statutes, and Federal laws. The unit houses prisoners on a short-term basis who are held for investigation of an alleged violation, awaiting arraignment, or until their bond is posted. Long-term prisoners are transferred and incarcerated at an outside facility.

Records

The Records Unit provides customer service to the public by completing police reports, answering questions, and receiving and returning warrants, subpoenas, and other pertinent court and jail papers.

Communications

The Communications Unit receives and processes emergency and non-emergency telephone calls from the public and routes them to the appropriate responder: Fire, Police or AMR. Police Dispatchers are the first point of contact in emergency situations and are vital in coordinating the response to the emergencies.

Marijuana Sales Tax

The Marijuana Sales Tax is a 3% local sales tax on recreational marijuana purchases made within the Independence city limits. The tax funds collected are used for the needs of the Police, Fire, Dispatch, and Emergency Preparedness Departments within the City.

PD Motorola Radio System

This cost center has been created to track and manage the city-wide Motorola Radio System expenses.

PD Forfeiture Expenditures

This cost center provides management over expenses funded with equitable sharing, or federal forfeiture, receipts. Funds can only be utilized by the Police Department, upon City Manager approval, and cannot be budgeted in advance of the receipt of forfeiture funds. As such, the Police Department submits requests to utilize the funding throughout the fiscal year, to help fund equipment or service needs that arise and are outside the previously approved budget.

Sales Tax 016

A Public Safety Sales Tax was voted on and approved by the citizens of Independence in August 2004 and renewed in 2016. The 1/8th cent sales tax is used by the Police Department for three main purpose areas: Communications, Facilities, and Equipment. This cost center provides the management of expenses charged to this tax, and is overseen by the citizen-led Public Safety Tax Oversight Committee.

Use Tax 018

The Use Tax (also known as Prop P) is a 2.25% tax that is placed on goods purchased out of state for delivery to and use in Independence. The local use tax can only be collected if the vendor has a physical presence in the State of Missouri. The funds are used for both the Regional Animal Shelter and the Police Department. The Police Department uses their portion of the tax to fund 32 sworn officer positions as well as the necessary training and uniforms to equip them.

Grants

The Grant program includes federal and state grant programs that assist the Police Department in maintaining peace and order. Funding budgeted here reflects amounts anticipated to be received by these outside agencies during the fiscal year. Overtime grants and new grants for equipment are added to this Fund as they are awarded throughout the year.

Strategic Plan Connection

A Safe, Welcoming Community

3.1 Public Safety- Support high quality public safety programs, emergency preparedness, facilities, and leadership.

3.2 Health & Safety Action - Work with our partners to improve education, public awareness, and to coordinate programs concerning public health, animal welfare, emergency services, criminal justice, and important social services.

3.3 Friendly Community - Ensure Independence continues to welcome diversity through policies, public awareness, and community engagement.

A Well-Planned City

4.1 Improve public infrastructure and the condition of public facilities.

Accomplishments

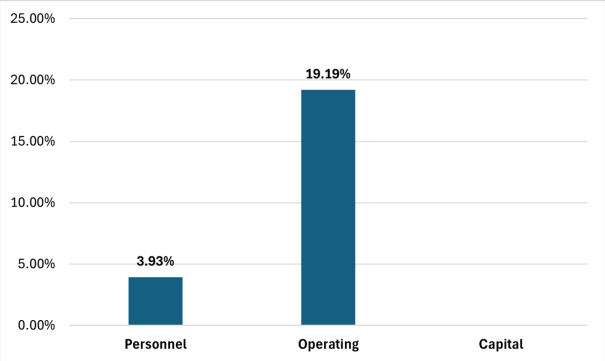
During FY25-26, the Police Department has had multiple accomplishments. Renovation of the former Independence Utilities Center was completed as well as the move of the department's Administration, Training and Professional Standards Division, Investigations Division, and the Records Unit from the Police Headquarters on Memorial Drive to the new Independence Justice Center. The department was able to reach full staffing in SWAT, Street Crimes, Detention and the Records Unit. The Crisis Negotiator Team achieved full staffing of ten (10) positions. The LDV Command Post was completed and put into service. The Communications Unit took over emergency dispatch services for Sugar Creek Police. The Police Department was awarded the Missouri Blue Shield designation, for its dedication to effective law enforcement and community safety. The Patrol Division returned to District Deployment with CORE officers. In addition, members of the Police Department have been working tirelessly with many outside agencies to plan and prepare for the 2026 FIFA World Cup and the safety of the Independence community and all those who travel to or through our City to enjoy the games and Fan Fest this summer.

Significant Budget & Operational Changes

In FY 25-26, the Animal Services Division was shifted to the Police Department, but prior to fiscal year end, it was moved back to the Health Department. Therefore, the Animal Services Budget that appeared under the Police Department's management this year has been removed for FY26-27. The proposed budget returns the bulk of Police Department's budget to the General Fund. This change reflects the City Manager's preference for a different accounting and financial management structure that more closely

aligns with the City's long-term organizational and financial planning goals. Returning these departments to the General Fund also reestablishes the General Fund as the City's primary operating framework for core governmental services. It does not reduce any amount allocated to Police. In FY26-27, salaries budgeted in Prop PD (Fund 067) have increased nearly $370,000 due to filling of vacancies and planned contract increases, while benefits have increased over $700,000 primarily due to an increase in health insurance costs. Other signficant budgetary changes include the following: Retiree Health Insurance increase of approximately $355,000; Liability, Property Insurance, and Workers Comp charges increased by over 25%; increased Interfund Charges. The police department is receivng approximately $2.2 million in additional resources from the Public Safety Sales Tax and Marijuana Sales Tax Fund for equipment and operational needs.

Percent Change, Adopted FY 2026 to Proposed FY 2027



Reasons for Change:

Personnel: ↑salary increase per union contract, COLA, and increased healthcare costs|| **Operating:** ↑interfund, property and liability, equipment and software contract supplement|| **Capital:** ←→

Full-Time Equivalent Employee (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Police	331.63	332.63

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Provide timely emergency response to ensure the safety of all residents: 911 calls answered	100,930 911 Calls received 01/01/2024-12/31/2024 (98.93% answered <20sec)	120,000 incoming 911 calls, target is 99% answered <20 seconds	120,000 incoming 911 calls, target is 99% answered <20 seconds	Respond to calls within 20 seconds
Build trust and strong neighborhoods through community-based policing strategies: Host National Night Out Annually	Yes	Yes	Yes	Hosting National Night Out is important because it strengthens relationships between police and the community in a positive, informal setting, helping build trust and open communication. It also promotes crime prevention by

				encouraging residents to stay engaged, connected, and aware of public safety resources in their neighborhoods.

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Chief of Police (4511)	7,958,575	10,343,338	10,206,629	11,354,410
Animal Services (IPD 0054705)	0	437,152	107,623	0
Communications Unit (4545)	2,071,856	2,333,820	2,259,391	2,580,873
Community Services (4539)	2,344,481	2,615,874	2,652,814	2,293,834
Crime Scene (4542)	493,343	697,585	529,770	494,332
Detention (4543)	1,475,649	1,934,632	1,813,773	1,494,413
Investigations (4534)	7,199,300	6,781,647	7,925,614	6,209,114
Patrol (4532)	10,254,695	9,329,643	9,545,982	7,734,484
PD Forfeiture Expenditures (4514)	104,533	0	16,777	0
PD Motorola Radio System (4546)	0	1,310,071	217,670	1,310,070
Records (4544)	1,391,419	1,388,322	1,430,078	1,230,440
S.T.E.P Program (4538)	348,697	328,203	353,430	283,615
Sales Tax (016)	3,145,282	2,907,818	2,623,721	4,969,044
Special Enforcement (4536)	2,318,348	2,100,925	2,446,450	1,896,183
Tactical Operations (4535)	2,212,224	2,318,955	2,299,216	2,040,662
Training & Equipment (4513)	1,597,935	1,810,747	1,409,637	1,296,596
Use Tax Program (018)	6,231,372	5,707,154	5,522,483	5,545,936
Grants (0154550)	2,793,870	645,574	3,014,764	644,015
Capital Improvements (052)	154,675	0	550,000	0
Animal Control (065)	0	44,598	43,600	0
Marijuana Sales Tax(0654511)	0	430,100	580,100	969,354
Prop PD Sales Tax (0674567) [1]	0	0	0	5,175,177
Grand Total	**52,096,255**	**53,466,159**	**55,549,522**	**57,522,552**

1) The 0674567 org was created later to help track expenditures specifically funded by fund 067 revenues. Prior year actuals from Fund 067 are reported across various police department orgs.

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	37,734,942	1,310,071	232,504	40,219,026
Grants (015)	2,793,870	645,574	3,014,764	644,015
Health & Animal Levy (005)	0	437,152	107,623	0
Marijuana Sales Tax Fund (065)	0	474,698	623,700	969,354
Police Improvements Fund (052)	154,675	0	550,000	0
Police Public Safety Sales Tax (016)	3,145,282	2,907,818	2,623,721	4,969,044
Police Use Tax (018)	6,231,372	5,707,154	5,522,483	5,545,936
Prop PD Sales Tax (067)	2,036,113	41,983,692	42,874,727	5,175,177
Grand Total	**52,096,255**	**53,466,159**	**55,549,522**	**57,522,552**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	26,533,666	23,330,470	26,144,391	23,428,600
Benefits	13,058,587	15,029,887	13,956,056	16,176,103
Retiree Health Insurance	2,065,457	2,300,000	2,179,528	2,654,674
Internal Services	4,896,056	6,784,909	6,632,413	7,067,008
Professional Services	767,704	904,000	1,042,983	787,400
Equipment	2,718,706	1,788,172	2,290,290	3,415,412
Other Operating Expenses	1,870,179	2,788,350	2,213,570	3,477,061
Debt Service	31,223	540,371	540,291	516,295
Capital Transfers	154,675	0	550,000	0
Grand Total	**52,096,255**	**53,466,159**	**55,549,522**	**57,522,552**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Chief of Police (4511)	**7,958,575**	**10,343,338**	**10,206,629**	**11,354,410**
Salaries	1,631,653	1,852,871	1,314,823	1,625,406
Benefits	1,763,848	1,811,867	1,765,411	2,088,322
Retiree Health Insurance	2,065,457	2,300,000	2,179,528	2,654,674
Internal Services	2,226,180	4,068,600	4,068,600	4,668,808
Professional Services	63,577	62,500	341,983	62,900
Equipment	2,678	0	0	0
Other Operating Expenses	196,480	247,500	536,284	254,300

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Debt Service	8,703	0	0	0
Animal Services (IPD 0054705)	**0**	**437,152**	**107,623**	**0**
Salaries	0	232,894	0	0
Benefits	0	162,121	0	0
Internal Services	0	38,787	19,098	0
Equipment	0	0	88,075	0
Other Operating Expenses	0	3,350	450	0
Communications Unit (4545)	**2,071,856**	**2,333,820**	**2,259,391**	**2,580,873**
Salaries	1,488,681	1,259,319	1,597,782	1,371,622
Benefits	566,784	1,026,141	614,063	1,161,457
Retiree Health Insurance	0	0	0	0
Internal Services	12,210	42,560	42,560	42,694
Equipment	0	0	0	0
Other Operating Expenses	4,181	5,800	4,986	5,100
Community Services (4539)	**2,344,481**	**2,615,874**	**2,652,814**	**2,293,834**
Salaries	1,576,570	1,706,167	1,733,138	1,219,751
Benefits	753,766	869,967	879,936	1,056,038
Retiree Health Insurance	0	0	0	0
Internal Services	11,400	36,540	36,540	14,945
Equipment	0	0	0	0
Other Operating Expenses	2,746	3,200	3,200	3,100
Crime Scene (4542)	**493,343**	**697,585**	**529,770**	**494,332**
Salaries	321,197	446,398	320,636	179,461
Benefits	150,611	221,698	172,549	281,954
Retiree Health Insurance	0	0	0	0
Internal Services	3,540	10,090	10,090	12,517
Professional Services	4,789	6,500	5,500	5,500
Equipment	0	0	0	0
Other Operating Expenses	13,205	12,900	20,995	14,900
Detention (4543)	**1,475,649**	**1,934,632**	**1,813,773**	**1,494,413**
Salaries	613,833	841,807	807,264	441,045
Benefits	234,577	428,145	340,361	390,879
Retiree Health Insurance	0	0	0	0
Internal Services	9,570	28,180	28,180	29,989

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Professional Services	610,169	617,500	616,500	616,500
Equipment	0	0	0	0
Other Operating Expenses	7,501	19,000	21,468	16,000
Investigations (4534)	**7,199,300**	**6,781,647**	**7,925,614**	**6,209,114**
Salaries	4,825,318	4,120,127	5,242,017	3,227,495
Benefits	2,304,169	2,506,471	2,542,670	2,816,243
Retiree Health Insurance	0	0	0	0
Internal Services	31,920	105,750	105,750	113,076
Professional Services	0	7,000	7,000	5,000
Equipment	24,489	0	0	0
Other Operating Expenses	13,403	42,300	28,176	47,300
Patrol (4532)	**10,254,695**	**9,329,643**	**9,545,982**	**7,734,484**
Salaries	6,766,233	5,546,303	5,991,526	3,944,732
Benefits	3,439,004	3,626,760	3,393,862	3,619,790
Retiree Health Insurance	0	0	0	0
Internal Services	47,890	155,080	155,080	168,662
Equipment	0	0	0	0
Other Operating Expenses	1,568	1,500	5,514	1,300
PD Forfeiture Expenditures (4514)	**104,533**	**0**	**16,777**	**0**
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	0
Equipment	100,098	0	0	0
Other Operating Expenses	4,435	0	16,777	0
PD Motorola Radio System (4546)	**0**	**1,310,071**	**217,670**	**1,310,070**
Professional Services	0	22,500	0	22,500
Equipment	0	25,000	0	25,000
Other Operating Expenses	0	1,074,900	30,000	1,074,900
Debt Service	0	187,671	187,670	187,670
Records (4544)	**1,391,419**	**1,388,322**	**1,430,078**	**1,230,440**
Salaries	932,964	787,346	921,672	644,066
Benefits	425,240	529,386	436,822	510,386
Retiree Health Insurance	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Internal Services	28,140	66,290	66,290	70,488
Equipment	0	0	0	0
Other Operating Expenses	5,074	5,300	5,294	5,500
S.T.E.P Program (4538)	**348,697**	**328,203**	**353,430**	**283,615**
Salaries	220,713	196,298	216,250	149,557
Benefits	123,933	124,845	130,120	126,117
Retiree Health Insurance	0	0	0	0
Internal Services	1,480	4,560	4,560	5,441
Equipment	0	0	0	0
Other Operating Expenses	2,570	2,500	2,500	2,500
Sales Tax (016)	**3,145,282**	**2,907,818**	**2,623,721**	**4,969,044**
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	460,721	850,366	723,791	766,274
Professional Services	72,132	88,000	72,000	75,000
Equipment	1,717,358	1,229,752	1,164,670	3,267,263
Other Operating Expenses	872,551	717,100	640,740	860,508
Debt Service	22,520	22,600	22,520	0
Special Enforcement (4536)	**2,318,348**	**2,100,925**	**2,446,450**	**1,896,183**
Salaries	1,559,044	1,126,766	1,570,055	806,484
Benefits	703,278	890,689	805,865	1,015,677
Retiree Health Insurance	0	0	0	0
Internal Services	11,170	30,270	30,270	35,822
Equipment	0	0	0	0
Other Operating Expenses	44,856	53,200	40,260	38,200
Tactical Operations (4535)	**2,212,224**	**2,318,955**	**2,299,216**	**2,040,662**
Salaries	1,483,716	1,507,293	1,517,289	1,163,106
Benefits	677,194	731,502	714,750	793,286
Retiree Health Insurance	0	0	0	0
Internal Services	11,681	32,260	32,346	37,870
Equipment	0	0	0	0
Other Operating Expenses	39,633	47,900	34,831	46,400
Training & Equipment (4513)	**1,597,935**	**1,810,747**	**1,409,637**	**1,296,596**
Salaries	319,666	462,558	218,967	73,700

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Benefits	104,326	245,734	97,384	284,664
Retiree Health Insurance	0	0	0	0
Internal Services	735,754	736,756	730,438	714,232
Professional Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	438,188	365,700	362,848	371,400
Use Tax Program (018)	**6,231,372**	**5,707,154**	**5,522,483**	**5,545,936**
Salaries	2,784,701	2,797,092	2,688,387	3,144,065
Benefits	1,197,897	1,655,822	1,633,756	1,840,261
Retiree Health Insurance	0	0	0	0
Internal Services	1,304,400	578,820	578,820	386,190
Professional Services	17,037	0	0	0
Equipment	824,098	533,420	533,420	64,420
Other Operating Expenses	103,239	142,000	88,100	111,000
Grants (0154550)	**2,793,870**	**645,574**	**3,014,764**	**644,015**
Salaries	2,009,377	406,370	1,964,585	410,333
Benefits	613,960	195,005	424,907	191,029
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	0
Equipment	49,986	0	504,125	0
Other Operating Expenses	120,548	44,200	121,147	42,653
Capital Improvements (052)	**154,675**	**0**	**550,000**	**0**
Equipment	0	0	0	0
Capital Transfers	154,675	0	550,000	0
Animal Control (065)	**0**	**44,598**	**43,600**	**0**
Salaries	0	40,862	40,000	0
Benefits	0	3,736	3,600	0
Marijuana Sales Tax(0654511)	**0**	**430,100**	**580,100**	**969,354**
Professional Services	0	100,000	0	0
Equipment	0	0	0	58,729
Other Operating Expenses	0	0	250,000	582,000
Debt Service	0	330,100	330,100	328,625
Prop PD Sales Tax (0674567) [1]	**0**	**0**	**0**	**5,175,177**
Salaries	0	0	0	5,175,177

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Equipment	0	0	0	0
Grand Total	**52,096,255**	**53,466,159**	**55,549,522**	**57,522,552**

1) The 0674567 org was created later to help track expenditures specifically funded by fund 067 revenues. Prior year actuals from Fund 067 are reported across various police department orgs.

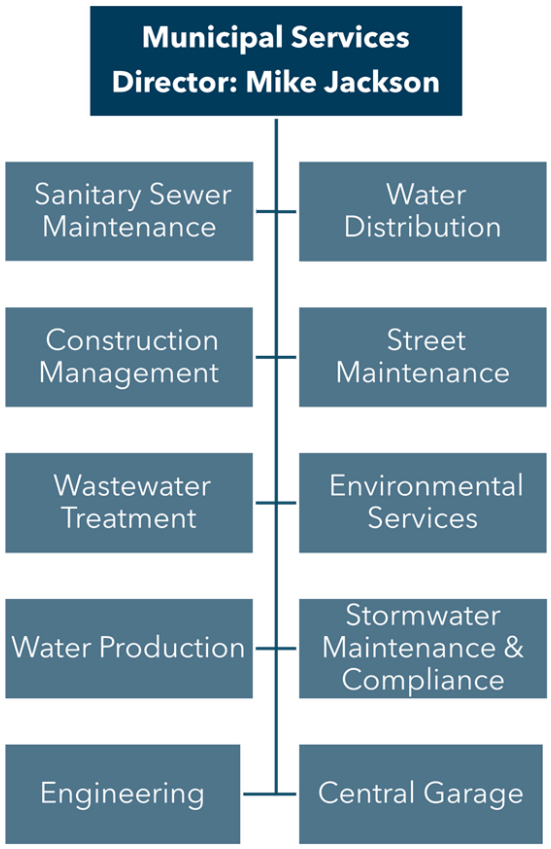
Capital Improvements (052)

Program by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Equipment	154,675	0	550,000	0
Grand Total	**154,675**	**0**	**550,000**	**0**

Program by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Police Improvements Fund (052)	154,675	0	550,000	0
Police Public Safety Sales Tax (016)	0	0	0	0
Grand Total	**154,675**	**0**	**550,000**	**0**


Municipal Services
Director: Mike Jackson
Sanitary Sewer Maintenance
Water Distribution
Construction Management
Street Maintenance
Wastewater Treatment
Environmental Services
Water Production
Stormwater Maintenance & Compliance
Engineering
Central Garage

Municipal Services

The Municipal Service Department provides quality, reliable, and responsive public services for the Independence community. The Department proactively and reactively maintains City infrastructure such as streets, water, sanitary sewer, stormwater mitigation, and water/wastewater treatment. Additionally, the Department is dedicated to public health and environmental protection through the enforcement of local, state, and federal laws. Ensuring a motivated and professional staff is essential to the success of the Department.

Programs

Administration

The Administration Division is responsible for the supervision and administration of the Public Works division, including support and response to the City Manager and City Council.

Street Maintenance

The Street Maintenance division is responsible for maintaining 575 miles of City streets and 38 bridge structures, as well as the coordination of the Drop-Off Depot events.

Storm Water

The Storm Water Program maintains the Citys storm water system to the standards of the Missouri Department of Natural Resources so that the MS4 operating permit is granted to the City.

Engineering

The Engineering division provides the following services: plan review, design, investigations, studies, contract specifications, inspections, permits and traffic engineering, land acquisition for public improvements, and tracking project reimbursements on construction projects.

Construction

The Construction Division provides inspections of all active capital improvement plans, collaborate on plan review, and assist with public communications related to capital projects.

Central Garage

This fund is used to account for costs of maintenance of the Citys fleet of vehicles and mobile equipment and related charges to other departments. Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and to other governmental units on a cost-reimbursed basis.

Sanitary Sewer

Administration: The Administration program provides leadership and back office support for the development, maintenance and enforcement of the City's water pollution control policies and regulations.

Collection System Maintenance: The Collection System Maintenance maintains over 614 miles of sanitary sewer pipe and over

14,720 manholes to a level that minimizes the number and frequency of overflows and backups.

Environmental Services: The Environmental Services program inspects, sample and analyze industrial sewage discharges to determine compliance with National Pretreatment regulations.

Inter-Jurisdictional Agencies: The Inter-Jurisdictional program provides administrative support for cooperative sewer services within the contiguous watersheds of adjoining municipalities and the Little Blue Valley Sewer District.

Non-Departmental: Non-Departmental provides funding for department-wide activities not attributable to one single sewer program.

Treatment Facilities: The Treatment Facilities division operates and maintains the Rock Creek Wastewater Treatment Plant and thirteen pumping stations throughout the City so that wastewater meets all National Pollutant Discharge Elimination System permit limits.

Facilities: The Facilities division ensures reliable operation of wastewater collection and treatment systems through preventative and predictive maintenance practices.

Water

Administration: The Administration division provides leadership and back office support so that the Department can sussessfully meet the requirements of the Safe Drinking Water Act and standards of the Missouri Department of Natural Resources.

Field Service: The Water Field Service division provides an onsite response to customer inquiries and requests in addition to installing and maintaining meters for approximately 46,000 customers. To ensure consumption levels are accurate and service line leaks can be identified for repair.

Non-Departmental: Provides funding for City and department wide activities not attributable to one single water program.

Lab: The Lab's mission is to properly collect and analyze samples from various stages in the treatment process and all areas of our distribution system to ensure our water meets or exceeds all federal, and state regulations and properly documenting and reporting this infromation to our regulatory agencies.

Transmission and Distribution: The Transmission & Distribution divison maintains and repair over 775 miles of water main, 17,000 valves, and 5,000 fire hydrants to prevent lengthy interuptions in service and the loss of excessive amounts of drinking water.

Production: The Production division operates and maintains the Courtney Bend Water Treatment Plant provide up to 48-million gallons of drinking water that meets or exceeds all federal and state regulations.

Engineering: The Engineering division is to engineer and manage contract construction projects to ensure water is effectively distributed to water utility customers.

Strategic Plan Connection

An Engaged Community

Solicit public feedback on Citywide infrastructure projects.
Coordinate public concerns reported to the City through education & enforcement.

An Innovative Economy

Support the continued development of Eastgate Commerce Center by facilitating related infrastructure improvements.
Partner with school districts to provide job shadowing and internship opportunities.

A Well-Planned City

Facilitate the conversion of the former Independence Utility Center into the new Independence Justice Center
Facilitate the design and construction of three new fire stations.
Facilitate the design of the future Municipal Operations Complex.
Refine the Pavement Maintenance Program.
Update the storm and sanitary sewer master plans to guide development.
Continue construction of 24 Hwy Complete Streets project.
Continue design work on Noland Rd Complete Streets project.
Update the ADA transition plan.
Increase rate at which water transmission and distribution mains are replaced.
Establish and maintain a database of the material of all water service lines.

A Financially Sustainable Organization

Perform cost of service study for the water utility.
Maintain equipment/facility/vehicle replacement plans and fund accordingly.
Apply for all grant opportunities.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Maintain reliable drinking water, sanitary sewer, and storm infrastructure and treatment. A. Billion Gallons (BG) drinking water treated. B. Billion Gallons (BG) wastewater treated. C. % of sanitary sewer cleaned/inspected. D. % of storm sewer cleaned/inspected. E. # of water meters replaced.	A. 10.23 BG B. 2.2 BG C. 35.4% D. 20.7% E. 1,616	A. 9.9 BG B. 2.28 BG C. 39.1% D. 21.6% E. 1,700	A. 9.9 BG B. 2.25 BG C. 35% D. 23% E. 1,850	A. 10 BG B. 2.2 BG C. 33% D. 20% E. 2,000
Maintain City-owned transportation infrastructure. A. Lane miles overlayed (CIP). B. Lane miles sealed (CIP). C. Lane miles improved (in-house).	A. 19.75 LM B. 61.5 LM C. 29.75 LM	A. 71 LM B. 43.5 LM C. 31 LM	A. 65 LM B. 45 LM C. 40 LM	A. 65 LM B. 45 LM C. 35 LM
Maintain City-owned mobile fleet. A. % of vehicle preventative maintenance completed within 30 days of due date	A. 79%	A. 74%	A. 80%	A. 90%

Ensure local/state/federal regulatory compliance for new construction, commercial, and residential properties. A. % of inspections conducted <3 days B. % of plan reviews completed <30 days	A. 95.4% B. 100%	A. 90.5% B. 100%	A. 95% B. 100%	A. 95% B. 100%

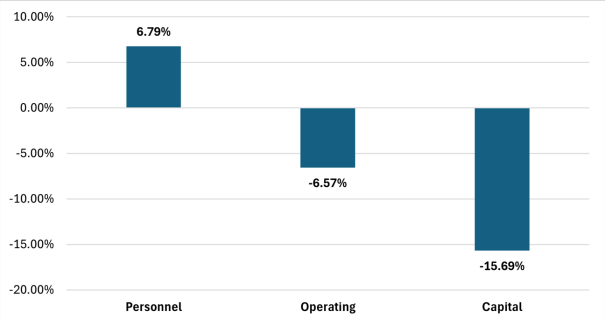
Accomplishments

Completed the primary clarifier rehab and effluent flow meter projects at Rock Creek WWTP.
Received approval of the rate increase for sanitary sewer.
Developed a new National Pollutant Discharge Elimination System (NPDES) permit for Courtney Bend WTP.
Received the Biosolids Handling Award from Missouri Water Environment Association.
Completed the Square Streetscapes Phase I project.
Completed the 24 Hwy Complete Streets Phase II project.
Began construction of the Truman Connected Phase I project.
Completed 61 lane miles of roadway improvements via the pavement maintenance program.
Began street overlay, bridge repair, and sidewalk projects utilizing GO bond funds.

Significant Budget & Operational Changes

No significant operational or budgetary changes during FY25-26. The FY26-27 budget includes funding for a new fleet management system for Central Garage.

Percent Change, Adopted FY 2026 to Adopted FY 2027



Reasons for Change:

Personnel: ↑union contract increase, COLA, and increased retiree and healthcare costs|| **Operating:** ↓ fleet management system|| **Capital:** ↓ decrease is consistent with the six year capital improvement plan presented to the CIP Committee

	FY 25-26 Adopted	FY 26-27 Proposed
Municipal Services	209.10	209.75

Full-Time Equivalent Employees (FTE)

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (0025001)	1,316,461	1,606,687	1,875,831	1,564,368
Central Garage (090)	3,663,786	3,615,022	3,412,967	3,824,128
Construction (0025012)	364,276	553,271	498,215	559,011
Engineering (0025011)	532,686	900,393	867,429	1,018,393
Sanitary Sewer (030)	27,597,063	30,761,483	28,742,987	31,488,763
Storm Water (0135261-3)	3,708,763	4,258,933	4,093,773	4,352,596
Street Maintenance (0025111, 0115112)	3,922,190	4,441,311	4,044,735	5,035,182
Water (040)	29,234,620	32,564,536	31,118,190	32,125,992
Municipal Services Capital Projects	16,449,960	42,817,011	46,272,564	36,100,055
Municipal Services Debt	10,493,203	10,544,000	10,544,000	10,551,100
GO Bond (054)	0	0	11,176,385	0
Grand Total	**97,283,008**	**132,062,647**	**142,647,077**	**126,619,587**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Bldgs and Other Improv Fund (057)	2,251,021	280,000	7,665,669	280,000
Central Garage Fund (090)	3,663,786	3,615,022	3,412,967	3,824,128
General (002)	4,849,060	6,001,594	5,971,266	6,492,219
GO Bond (054)	0	0	11,176,385	0
Sanitary Sewer (030)	33,818,231	37,006,483	34,987,987	37,738,763
Sanitary Sewer Capital (031)	3,654,638	8,000,000	5,889,217	6,090,000
Storm Drainage Improv Fund (058)	2,504,574	5,990,000	10,258,978	2,380,000
Stormwater Sales Tax (013)	3,708,763	4,258,933	4,093,773	4,352,596
Street Improvements Fund (051)	5,979,062	19,497,011	14,824,112	17,410,055
Street Improvements Sales	3,041,451	3,257,068	3,071,945	3,441,835

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Tax (011)				
Water (040)	31,751,757	35,106,536	33,660,190	34,669,992
Water Capital (041)	2,060,665	9,050,000	7,634,588	9,940,000
Grand Total	**97,283,008**	**132,062,647**	**142,647,077**	**126,619,587**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	14,577,531	14,110,070	19,815,845	15,225,115
Benefits	7,365,046	8,628,124	879,430	9,070,898
Retiree Health Insurance	1,098,913	1,296,200	1,116,289	1,369,357
Internal Services	9,025,411	12,682,121	12,758,559	11,443,439
Professional Services	2,587,208	2,853,800	2,542,142	2,997,500
Equipment	656,459	953,600	926,891	640,800
Other Operating Expenses	34,946,886	38,137,221	36,574,471	39,180,823
Debt Service	10,724,557	10,584,500	10,584,500	10,591,600
Capital Transfers	16,300,997	42,817,011	57,448,949	36,100,055
Grand Total	**97,283,008**	**132,062,647**	**142,647,077**	**126,619,587**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (0025001)	**1,316,461**	**1,606,687**	**1,875,831**	**1,564,368**
Salaries	153,086	126,405	104,200	125,238
Benefits	288,885	385,852	376,430	265,462
Retiree Health Insurance	296,176	370,000	320,851	395,150
Internal Services	577,860	720,330	720,330	774,418
Professional Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	454	4,100	354,020	4,100
Central Garage (090)	**3,663,786**	**3,615,022**	**3,412,967**	**3,824,128**
Salaries	515,758	604,342	858,434	651,662
Benefits	288,590	378,302	70,000	398,832
Retiree Health Insurance	37,529	57,200	36,566	44,873
Internal Services	127,757	136,278	136,278	180,561
Professional Services	986	1,300	1,100	1,100
Equipment	96,899	15,000	14,000	62,000
Other Operating Expenses	2,596,267	2,422,600	2,296,589	2,485,100

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Construction (0025012)	**364,276**	**553,271**	**498,215**	**559,011**
Salaries	155,822	196,796	314,089	183,900
Benefits	78,528	94,841	0	113,490
Retiree Health Insurance	0	0	0	0
Internal Services	83,973	127,634	121,366	129,621
Professional Services	1,933	43,000	11,327	44,500
Equipment	0	0	0	0
Other Operating Expenses	44,019	91,000	51,433	87,500
Engineering (0025011)	**532,686**	**900,393**	**867,429**	**1,018,393**
Salaries	250,434	352,951	576,675	440,824
Benefits	118,766	224,888	0	255,045
Retiree Health Insurance	10,336	0	0	0
Internal Services	29,234	44,754	44,754	47,624
Professional Services	54,716	165,200	140,000	165,200
Equipment	0	0	0	0
Other Operating Expenses	67,706	112,600	106,000	109,700
Debt Service	1,494	0	0	0
GO Bond (054)	**0**	**0**	**11,176,385**	**0**
Municipal Services Capital Projects	**16,449,960**	**42,817,011**	**46,272,564**	**36,100,055**
Salaries	0	0	0	0
Benefits	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	9,500	0	0	0
Debt Service	139,463	0	0	0
Capital Transfers	16,300,997	42,817,011	46,272,564	36,100,055
Municipal Services Debt	**10,493,203**	**10,544,000**	**10,544,000**	**10,551,100**
Benefits	0	0	0	0
Other Operating Expenses	0	0	0	0
Debt Service	10,493,203	10,544,000	10,544,000	10,551,100
Sanitary Sewer (030)	**27,597,063**	**30,761,483**	**28,742,987**	**31,488,763**
Salaries	4,309,090	4,676,364	6,068,302	4,874,392
Benefits	2,170,642	2,796,027	216,000	2,919,731
Retiree Health Insurance	389,435	460,000	425,448	521,032
Internal Services	3,846,967	4,196,770	4,217,623	3,800,445
Professional Services	698,123	780,600	649,100	830,244
Equipment	184,716	530,800	515,257	215,300

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Other Operating Expenses	15,998,060	17,320,923	16,651,258	18,327,619
Debt Service	30	0	0	0
Storm Water (0135261-3)	**3,708,763**	**4,258,933**	**4,093,773**	**4,352,596**
Salaries	1,268,881	1,344,012	1,866,147	1,399,862
Benefits	645,576	700,257	0	769,588
Retiree Health Insurance	0	0	0	0
Internal Services	365,167	547,088	613,960	564,578
Professional Services	919,091	1,056,400	1,016,400	1,037,556
Equipment	38,311	98,300	96,868	33,300
Other Operating Expenses	471,563	512,876	500,398	547,712
Debt Service	173	0	0	0
Street Maintenance (0025111, 0115112)	**3,922,190**	**4,441,311**	**4,044,735**	**5,035,182**
Salaries	1,424,612	1,403,335	2,001,191	1,598,794
Benefits	558,506	886,934	27,000	912,836
Retiree Health Insurance	3,036	4,000	3,187	3,941
Internal Services	887,052	900,242	900,242	1,050,411
Professional Services	61,137	44,800	44,800	72,800
Equipment	84,724	72,000	52,357	7,000
Other Operating Expenses	813,047	1,089,500	975,458	1,348,900
Debt Service	90,076	40,500	40,500	40,500
Water (040)	**29,234,620**	**32,564,536**	**31,118,190**	**32,125,992**
Salaries	6,499,847	5,405,865	8,026,807	5,950,443
Benefits	3,215,554	3,161,023	190,000	3,435,914
Retiree Health Insurance	362,400	405,000	330,237	404,361
Internal Services	3,107,402	6,009,025	6,004,007	4,895,782
Professional Services	851,222	762,500	679,415	846,100
Equipment	251,809	237,500	248,408	323,200
Other Operating Expenses	14,946,269	16,583,622	15,639,315	16,270,192
Debt Service	117	0	0	0
Grand Total	**97,283,008**	**132,062,647**	**142,647,077**	**126,619,587**

Municipal Services Capital Projects

Program by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Debt Service	139,463	0	0	0
Equipment	16,300,997	42,817,011	46,272,564	36,100,055
Operating Expenses	9,500	0	0	0
Salary & Benefits	0	0	0	0
Grand Total	**16,449,960**	**42,817,011**	**46,272,564**	**36,100,055**

Program by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Bldgs and Other Improv Fund (057)	2,251,021	280,000	7,665,669	280,000
Sanitary Sewer (030)	0	0	0	0
Sanitary Sewer Capital (031)	3,654,638	8,000,000	5,889,217	6,090,000
Storm Drainage Improv Fund (058)	2,504,574	5,990,000	10,258,978	2,380,000
Stormwater Sales Tax (013)	0	0	0	0
Street Improvements Fund (051)	5,979,062	19,497,011	14,824,112	17,410,055
Street Improvements Sales Tax (011)	0	0	0	0
Water (040)	0	0	0	0
Water Capital (041)	2,060,665	9,050,000	7,634,588	9,940,000
Grand Total	**16,449,960**	**42,817,011**	**46,272,564**	**36,100,055**

Capital Projects for FY 2026-27

Project Name	Amount
Springbranch Garage Complex - 572202	$280,000.00
302701 - Hydrovac Truck	$300,000.00
302410 - Springbranch Garage Complex	$2,140,000.00
9757 - Trenchless Technology	$650,000.00
302004 - Neighborhood Projects	$250,000.00
302601 - Golden Acres Sanitary Sewer Improvements	$250,000.00
302602 - 24th & Scott	$100,000.00
302604 - Lateral Reroute and Replacement Program	$100,000.00
302301 - Sludge Thickening Process Improvements	$500,000.00

Project Name	Amount
302203 - Sanitary Sewer Main Relocations from Streambanks	$250,000.00
302702 - Switch Gear Installation RCTP, RCPS, SCPS	$120,000.00
302703 - Motor Control Center Upgrades	$750,000.00
302704 - Primary Thickener Basin and Mixing Basin Replacement	$200,000.00
302705 - Aeration Basin Diffuser Replacement	$150,000.00
302706 - Pump Station Improvements	$330,000.00
132701 - Hydrovac Truck	$300,000.00
132410 - Springbranch Garage Complex	$280,000.00
130508 - Trenchless Technologies	$100,000.00
131802 - Emergency Projects	$500,000.00
132501 - Bundschu Regional Detention Basin	$1,000,000.00
132702 - Rock Creek Tributary	$200,000.00
112504 - Dump Truck	$325,000.00
112410 - Springbranch Garage Complex	$280,000.00
112201 - Pavement Preventative Maintenance Operations	$4,600,000.00
112203 - Emergency Transportation Projects	$250,000.00
112501 - Fairmount Loop Trail	$900,000.00
112502 - Bridge Program	$150,000.00
112503 - Sidewalks Program	$100,000.00
112601 - 23rd St Safety & Mobility Improvements	$1,000,000.00
112602 - Traffic System Improvements	$120,000.00
112603 - Englewood Roundabout & Winner Road Upgrades	$4,427,789.00
112401 - Truman Connected Phase 2	$4,907,266.00
112702 - 44th Street Traffic Calming/Sidewalks	$100,000.00
112703 - ADA Compliance Program - Streets	$250,000.00
402410 - Springbranch Garage Complex	$2,140,000.00
9749 - Main Replacement Program	$2,000,000.00
401003 - Future Prod Wells	$1,750,000.00
401703 - Maintenance Building at CBP	$200,000.00
402602 - CBP Operation Building Upgrades	$250,000.00
402603 - CBP Valve Improvements	$250,000.00
402605 - Service Line Upgrades	$1,000,000.00
401402 - Lagoon Cleanout	$250,000.00
402207 - CB Electrical Switchgear Improvements	$100,000.00
402609 - Advanced Metering Infrastructure (AMI)	$500,000.00
402701 - Paint Wests Washwater Tower	$1,000,000.00
402702 - Slaker #4 Replacement	$500,000.00
	$ 36,100,055

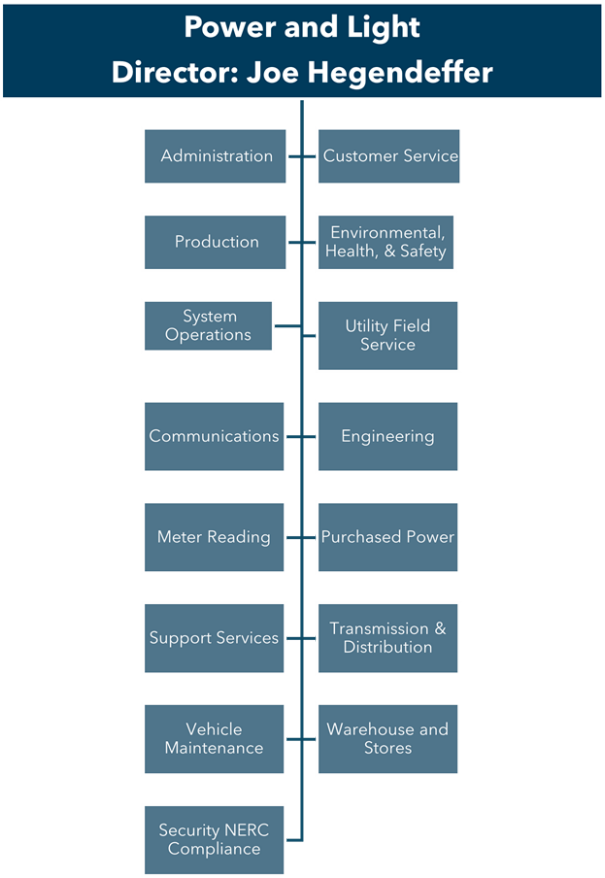
Municipal Services Debt

Program by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Debt Service	10,493,203	10,544,000	10,544,000	10,551,100
Operating Expenses	0	0	0	0
Salary & Benefits	0	0	0	0
Grand Total	**10,493,203**	**10,544,000**	**10,544,000**	**10,551,100**

Program by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Sanitary Sewer (030)	6,221,168	6,245,000	6,245,000	6,250,000
Street Improvements Sales Tax (011)	1,754,897	1,757,000	1,757,000	1,757,100
Water (040)	2,517,138	2,542,000	2,542,000	2,544,000
Grand Total	**10,493,203**	**10,544,000**	**10,544,000**	**10,551,100**


Power and Light
Director: Joe Hegendeffer
Administration
Customer Service
Production
Environmental, Health, & Safety
System Operations
Utility Field Service
Communications
Engineering
Meter Reading
Purchased Power
Support Services
Transmission & Distribution
Vehicle Maintenance
Warehouse and Stores
Security NERC Compliance

Power & Light

The mission of the Power & Light Department is to deliver safe, reliable, and cost-effective electric service while responsibly managing public resources and investing in infrastructure that supports the long-term needs of the Independence community.

Programs

Administration

Administration provides strategic leadership and administrative support to deliver reliable, cost-effective electric services, ensure accurate financial and operational reporting, and promote a high-performance, financially sustainable organization.

Warehouse and Stores

Warehouse and Stores manages the procurement, inventory, and distribution of materials and tools to support efficient field operations and maintain reliable electric service delivery.

Vehicles Maintenance

Vehicle Maintenance procures and maintains a safe, reliable fleet to support efficient field operations and ensure timely delivery of electric utility services.

Utility Field Service

Utility Field Service division provides customer-focused field services including service connections, meter reading, and account-related field support to ensure accurate billing and responsive service to the community.

Transmission & Distribution

Transmission and Distribution division maintains, repairs, and constructs electrical transmission and distribution infrastructure, including vegetation management, to ensure safe, reliable service and support long-term community growth.

System Operations

System Operations is responsible for the 24/7 operations of the City's electrical system. Major areas of responsibility include dispatching generation resources, operating the transmission system, coordinating outage response, and managing regulatory reliability compliance efforts in an efficient, cost-effective, and reliable manner.

Support Services

Support Services division is responsible for working with the public and local businesses and administering rebate programs that support customer engagement and community economic development.

Security/NERC

Security/NERC Compliance division is responsible for managing compliance with North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) and Operations and Planning (O&P) Reliability Standards, contributing to cybersecurity measures for Power & Light industrial control systems, and representing City interests with federal, regional, and local regulatory organizations.

Purchased Power

Purchased Power manages agreements, including the cost of energy, demand, and transmission charges, with other utilities and the Southwest Power Pool to ensure electricity is acquired in a reliable and cost-effective manner.

Production

Production manages generation resources and related operational activities to support reliable electric service delivery in an efficient and cost-effective manner.

Meter Reading

Meter Reading accurately reads electric watt-hour and water consumption meters to ensure customers are billed correctly and service usage is properly recorded.

Environmental Health & Safety

Environmental Health & Safety ensures regulatory compliance through training, programming, planning, auditing, investigations, mitigation, performance tracking and reporting efforts to encourage safe behaviors and reduce injuries, accidents, and environmental impacts.

Engineering

Engineering designs transmission, substation, and distribution systems and manages construction projects to maintain reliable electric infrastructure and support the City's growth and long-term system needs.

Customer Service

Customer Service accurately issues utility bills to all City water, sewer, and electric customers and operates a customer service center to assist with billing inquiries and support customer needs.

Communications

Communications is responsible for planning, engineering, administration, installation, and maintenance of Power & Light's internal communications, security, and fiber optic facilities, including fiber optic systems, telephone systems, CCTV systems, traffic signals, mobile radio, wireless, microwave, and SCADA/EMS and relay protection communication links.

Strategic Plan Connection

An Engaged Community
An Innovative Economy

1.1 Outreach - Continue to strengthen and innovate in ow we deliver information to the community and our partners.

2.2 Infrastructure Investments - Strategically invest in infrastructure as a mechanism to encourage economic development and economic redevelopment.

A Safe, Welcoming Community
A Well-Planned City

3.1 Public Safety - Support high-quality public safety programs, emergency preparedness, facilities, leadership.

4.1 Improve public infrastructure and the condition of public facilities.

A Safe, Welcoming Community
A Well-Planned City

A Safe, Welcoming Community
A Well-Planned City

A Financially Stable Organization

A Financially Stable Organization

Accomplishments

Power & Light is supporting an economic development project with energy agreements structured to protect Independence rate-payers from rate increases tied to said project.

The department is supporting the addition of new generating capacity on the Blue Valley Power Plant site.

Power & Light was the recipient of the American Public Power Association (APPA) Safety Award (4 years in a row, second time for Diamond Level).

The department maintains 560 miles of overhead distribution circuits, 245 miles of underground distribution circuits, and over 76 miles of transmission circuits.

Power & Light generated over 310,000,000 kilowatt-hours (kWh) of energy from our IPL-owned facilities and delivered over 981,000,000 kWh to IPL customers in 2025, as reported on the US Department of Energy, Energy Information Administration (EIA), Annual Electric Power Industry Report for calendar year 2025.

The department provides reliable service to 55,000+ electric customers city-wide.

In January 2026, Power & Light launched the Estimated Time of Restoration (ETR) feature on the Outage Map for Power & Light customers.

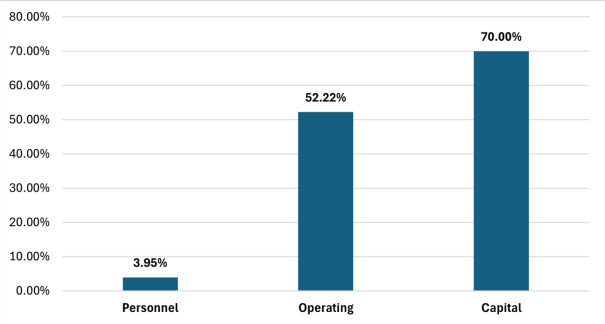
Significant Budget & Operational Changes

The FY26-27 budget includes the addition of one full-time position:
- Customer Service - Assistant Customer Service Manager $132,635.79

This budget includes the addition of an Augmented Lineman contract within the Transmission & Distribution division to provide up to three augmented lineman crews. This contract is intended to offset existing vacancies in the division and ensure continued operational reliability, with a total authorized amount of up to $2,500,000.

This budget also includes an increase of $54,227,000 in Purchased Power expenses. These additional costs are offset by $85,917,000 in projected new revenues, resulting in a net positive revenue impact of $31,690,000.

Percent Change, Adopted FY 2026 to Proposed FY 2027



Reasons for Change:

Personnel:↑COLA and LAGERS|| **Operating:**↑increase in purchased power, debt payments, software and computer equipment and maintenance, tree crew contract|| **Capital:** ↑

Full-Time Equivalent Employee (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Power & Light	215.80	213.85

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Provide responsive customer service to residents, by measuring incoming calls to the call center.	657 Daily calls	590 daily calls	500 daily calls	With new customer engagement portal to launch in calendar year 2026, anticipate a decrease in call volume due to better transparency and the ability to send questions via website.
Frequent and effective public outreach and communication of service outages, updates, and rate changes: Average number of communications pushed to residents monthly	4	4	4	4
Receive recognition for continuing to provide safe and reliable electricity to residents: Receive Annual Tree Line USA Award	1	1	1	1

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (0206110)	1,255,742	2,375,188	1,893,455	2,527,482
Communications (0206175)	1,768,493	2,754,881	1,804,906	2,888,124
Customer Service (0206115)	0	5,471,693	3,779,886	4,889,696
Engineering (0206160)	3,527,413	4,702,418	3,689,718	4,794,972
Environmental Health & Safety (0206111)	664,714	830,031	775,108	990,211
Meter Reading (0206126)	1,801,092	2,129,048	1,821,217	2,252,895
Production (0206140)	3,822,433	4,247,062	3,782,613	4,403,676
Purchased Power (0206145)	65,970,104	74,094,000	71,485,000	126,948,300
Security/NERC (0206180)	750,084	679,542	859,725	920,124
Support Services (0206130)	842,796	1,238,174	856,088	1,367,506
System Operations (0206170)	3,472,810	4,444,442	3,623,143	4,883,548
Transmission & Distribution (0206150)	15,068,033	16,661,572	16,637,181	19,719,670
Non-Departmental (0206520)	26,057,849	27,186,375	19,607,777	35,356,983
Utility Field Service (0206125)	1,207,317	1,160,296	1,264,929	1,202,667
Vehicle Maintenance (0206123)	1,918,393	2,268,663	2,081,147	2,202,354
Warehouse and Stores (0206122)	5,847,367	7,875,377	7,638,464	8,008,218
Capital Projects (020)	0	0	0	0
Debt (020)	8,618,510	8,634,000	8,634,000	8,634,000
Capital Projects (021)	1,182,760	24,399,000	1,390,000	41,477,400
Grand Total	**143,775,908**	**191,151,763**	**151,624,357**	**273,467,825**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)	142,593,148	166,752,763	150,234,357	231,990,425
Power & Light Capital (021)	1,182,760	24,399,000	1,390,000	41,477,400
Grand Total	**143,775,908**	**191,151,763**	**151,624,357**	**273,467,825**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	20,434,886	23,516,354	22,043,811	24,663,748
Benefits	9,241,284	11,103,944	10,233,643	11,133,227
Retiree Health Insurance	1,508,270	1,650,000	1,556,627	1,906,454
Internal Services	7,377,176	9,226,125	1,787,995	10,560,809
Professional Services	1,776,774	3,533,700	3,519,500	5,912,600
Equipment	225,886	1,437,100	513,000	1,188,300
Other Operating Expenses	93,397,059	107,651,540	101,945,780	167,991,287
Debt Service	8,631,812	8,634,000	8,634,000	8,634,000
Capital Transfers	1,182,760	24,399,000	1,390,000	41,477,400
Grand Total	**143,775,908**	**191,151,763**	**151,624,357**	**273,467,825**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (0206110)	**1,255,742**	**2,375,188**	**1,893,455**	**2,527,482**
Salaries	685,753	997,649	929,791	1,063,663
Benefits	302,580	472,339	361,414	449,419
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	40,998	450,000	50,000	424,600
Equipment	0	0	0	0
Other Operating Expenses	226,410	455,200	552,250	589,800
Communications (0206175)	**1,768,493**	**2,754,881**	**1,804,906**	**2,888,124**
Salaries	847,547	1,029,229	792,480	1,043,428
Benefits	353,154	424,907	383,181	443,562
Retiree Health Insurance	0	0	0	0
Internal Services	0	130,745	130,745	153,634
Professional Services	0	50,000	0	82,000
Equipment	105,501	475,000	103,000	498,500
Other Operating Expenses	462,290	645,000	395,500	667,000
Customer Service (0206115)	**0**	**5,471,693**	**3,779,886**	**4,889,696**
Salaries	0	1,632,418	1,573,112	1,630,028
Benefits	0	866,175	757,474	825,268
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	631,000	500,000	323,000

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Equipment	0	105,000	50,000	75,000
Other Operating Expenses	0	2,237,100	899,300	2,036,400
Engineering (0206160)	**3,527,413**	**4,702,418**	**3,689,718**	**4,794,972**
Salaries	1,775,791	2,037,661	1,598,584	2,044,781
Benefits	739,131	969,657	585,684	987,861
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	746,879	1,106,000	1,106,000	1,234,900
Equipment	17,847	60,100	20,000	0
Other Operating Expenses	247,765	529,000	379,450	527,430
Environmental Health & Safety (0206111)	**664,714**	**830,031**	**775,108**	**990,211**
Salaries	350,325	258,745	382,218	379,144
Benefits	128,028	108,236	143,790	144,417
Retiree Health Insurance	0	0	0	0
Internal Services	1,250	0	1,250	1,250
Professional Services	59,098	195,000	75,000	155,000
Equipment	0	0	0	0
Other Operating Expenses	126,013	268,050	172,850	310,400
Meter Reading (0206126)	**1,801,092**	**2,129,048**	**1,821,217**	**2,252,895**
Salaries	1,206,632	1,428,580	1,234,072	1,533,691
Benefits	532,746	615,767	520,945	605,204
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	15,000
Equipment	0	0	0	0
Other Operating Expenses	61,714	84,700	66,200	99,000
Production (0206140)	**3,822,433**	**4,247,062**	**3,782,613**	**4,403,676**
Salaries	2,292,664	2,285,774	2,176,507	2,399,069
Benefits	1,007,907	1,075,208	984,476	1,063,727
Retiree Health Insurance	0	0	0	0
Internal Services	0	1,980	0	1,980
Professional Services	36,331	100,000	50,000	120,000
Equipment	0	0	0	29,000
Other Operating Expenses	485,530	784,100	571,630	789,900

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Purchased Power (0206145)	**65,970,104**	**74,094,000**	**71,485,000**	**126,948,300**
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	360,000	374,000	365,000	361,800
Other Operating Expenses	65,610,104	73,720,000	71,120,000	126,586,500
Security/NERC (0206180)	**750,084**	**679,542**	**859,725**	**920,124**
Salaries	505,905	400,438	552,778	548,252
Benefits	205,742	196,604	244,647	236,555
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	15,000	15,000	65,000
Equipment	0	0	0	0
Other Operating Expenses	38,437	67,500	47,300	70,317
Support Services (0206130)	**842,796**	**1,238,174**	**856,088**	**1,367,506**
Salaries	333,131	344,703	357,165	354,158
Benefits	151,121	167,471	166,723	170,448
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	156,936	183,800	130,000	183,800
Equipment	14,143	160,000	0	160,000
Other Operating Expenses	187,465	382,200	202,200	499,100
System Operations (0206170)	**3,472,810**	**4,444,442**	**3,623,143**	**4,883,548**
Salaries	2,195,018	2,687,376	2,212,173	2,921,740
Benefits	830,574	957,366	939,970	1,022,908
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	125,050	158,900	108,500	177,500
Equipment	0	67,000	0	15,800
Other Operating Expenses	315,788	573,800	362,500	745,600
Debt Service	6,380	0	0	0
Transmission & Distribution (0206150)	**15,068,033**	**16,661,572**	**16,637,181**	**19,719,670**
Salaries	7,566,303	7,873,888	7,512,161	7,996,165

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Benefits	3,181,114	3,367,483	3,260,070	3,208,205
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	240,232	250,000	1,100,000	2,750,000
Equipment	39,748	250,000	40,000	290,000
Other Operating Expenses	4,040,635	4,920,200	4,724,950	5,475,300
Non-Departmental (0206520)	**26,057,849**	**27,186,375**	**19,607,777**	**35,356,983**
Salaries	150,018	33,662	0	59,733
Benefits	577,515	634,923	576,800	674,161
Retiree Health Insurance	1,508,270	1,650,000	1,556,627	1,906,454
Internal Services	7,215,890	8,928,500	1,656,000	10,202,045
Professional Services	11,250	20,000	20,000	20,000
Equipment	0	0	0	0
Other Operating Expenses	16,587,983	15,919,290	15,798,350	22,494,590
Debt Service	6,922	0	0	0
Utility Field Service (0206125)	**1,207,317**	**1,160,296**	**1,264,929**	**1,202,667**
Salaries	807,875	755,519	878,412	785,743
Benefits	384,564	380,676	374,417	386,924
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	14,878	24,100	12,100	30,000
Vehicle Maintenance (0206123)	**1,918,393**	**2,268,663**	**2,081,147**	**2,202,354**
Salaries	714,434	772,412	770,755	800,363
Benefits	330,976	360,351	370,892	368,441
Retiree Health Insurance	0	0	0	0
Internal Services	160,036	164,900	0	201,900
Professional Services	0	0	0	0
Equipment	48,647	320,000	300,000	120,000
Other Operating Expenses	664,301	651,000	639,500	711,650
Warehouse and Stores (0206122)	**5,847,367**	**7,875,377**	**7,638,464**	**8,008,218**
Salaries	1,003,488	978,298	1,073,604	1,103,790
Benefits	516,132	506,778	563,160	546,128

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	4,327,746	6,390,300	6,001,700	6,358,300
Capital Projects (020)	**0**	**0**	**0**	**0**
Salaries	0	0	0	0
Benefits	0	0	0	0
Equipment	0	0	0	0
Debt (020)	**8,618,510**	**8,634,000**	**8,634,000**	**8,634,000**
Salaries	0	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	0	0	0	0
Debt Service	8,618,510	8,634,000	8,634,000	8,634,000
Capital Projects (021)	**1,182,760**	**24,399,000**	**1,390,000**	**41,477,400**
Capital Transfers	1,182,760	24,399,000	1,390,000	41,477,400
Grand Total	**143,775,908**	**191,151,763**	**151,624,357**	**273,467,825**

Capital Projects (021)

Program by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Equipment	1,182,760	24,399,000	1,390,000	41,477,400
Grand Total	**1,182,760**	**24,399,000**	**1,390,000**	**41,477,400**

Program by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light Capital (021)	1,182,760	24,399,000	1,390,000	41,477,400
Grand Total	**1,182,760**	**24,399,000**	**1,390,000**	**41,477,400**

Capital Projects for FY 2026-27

Project Name	Amount
Substation Fiber Optic Network Equip. Replacement	$ 100,000
Traffic Signal Detection Systems	$ 150,000
Construction of a New Substation S - Phase I 69/13 kV Station	$ 6,500,000
Construct New Transmission Sys to Serve New Sub S	$ 500,000
Service Center Upgrades	$ 500,000
161 kV Line Terminal & Control Building at Sub A	$ 4,800,000
Replace 4 - 100 MVA 161/69kV Substation Transformers.	$ 4,000,000
DAQ IOE3 Remote Terminal Unit Upgrade (NERC CIP Compliance & E	$ 100,000
Sub R Country Meadows New 13 kV Feeder	$ 1,000,000
SCADA EMS Software Upgrade 2027	$ 425,000
161 kV Line Terminal at Sub M	$ 4,000,000
H-6 Combustion Turbine Inspection	$ 1,600,000
Sub H 69/13 kV Rebuild	$ 500,000
Emergency Replacement of Transmission Poles	$ 250,000
Advanced Utility Systems – CIS Infinity Upgrade to V5	$ 500,000
Emergent Maintenance Production	$ 532,400
Substation & Transmission Upgrade & Replacement	$ 265,000
T&D Road Improvement Projects	$ 500,000
T&D System Improvements	$ 500,000
Desert Storm Switchgear Cabinets	$ 250,000
Substation Modeling	$ 100,000
Fleet Vehicle & Equipment 10 Year Replacements	$ 450,000
AMI	$ 8,000,000
Transmission Pole Replacement Program	$ 300,000
Sub H Gas Compressors	$ 2,000,000
H-5 Radiator Replacement	$ 100,000
Sub-I Generator Protection Relays	$ 130,000
161 kV Line Terminal at Sub A/Blue Valley	$ 500,000

Project Name	Amount
161 kV Line Terminal at Blue Mills	$ 500,000
Joint Use Audit	$ 2,000,000
Sub E to Sub B 69kV Line	$ 150,000
Hypervisor Upgrade	$ 150,000
Fiber Optic Network	$ 125,000
	$ 41,477,400

Debt (020)

Program by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Contingency	0	0	0	0
Debt Service	8,618,510	8,634,000	8,634,000	8,634,000
Equipment	0	0	0	0
Operating Expenses	0	0	0	0
Retiree Health Insurance	0	0	0	0
Salary & Benefits	0	0	0	0
Grand Total	**8,618,510**	**8,634,000**	**8,634,000**	**8,634,000**

Program by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)	8,618,510	8,634,000	8,634,000	8,634,000
Grand Total	**8,618,510**	**8,634,000**	**8,634,000**	**8,634,000**

Capital Projects for FY 2026-27

General Fund Non-Departmental

This cost center was traditionally used for costs considered not to belong to a department. Beginning in FY19 most of these costs - primarily retiree health insurance and workers compensation insurance premiums - have been places in the department budgets.

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
City Memberships	221,715	355,860	255,900	369,860
Debt Services (002-6373, 6374, 6505)	1,751,817	1,915,919	1,886,236	2,017,090
GF Non-Departmental (6502)	10,167	62,252,223	65,235,895	355,000
Grand Total	**1,983,699**	**64,524,002**	**67,378,031**	**2,741,950**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	0	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	3,410	3,720	0	5,047
Professional Services	1,989	42,300	44,000	42,300
Equipment	0	0	0	0
Other Operating Expenses	372,452	62,873,213	65,729,365	1,087,303
Debt Service	1,605,849	1,604,769	1,604,666	1,607,300
Grand Total	**1,983,699**	**64,524,002**	**67,378,031**	**2,741,950**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	1,983,699	64,524,002	67,378,031	2,741,950

Staywell Health Fund

Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other deparrtments or agencies of the government and to other governmental units on a cost-reimbursed basis. This fund is used to account for the costs of the City's self-insured healthcare plan. The salary and benefits budget reflects the City portion of the Health savings Accounts.

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Staywell Health Fund (091)	24,197,195	24,951,400	24,408,100	26,356,600
Grand Total	**24,197,195**	**24,951,400**	**24,408,100**	**26,356,600**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	615,846	490,500	867,500	854,600
Benefits	0	0	0	0
Professional Services	154,300	60,900	147,500	88,500
Equipment	0	0	0	0
Other Operating Expenses	23,427,049	24,400,000	23,393,100	25,413,500
Grand Total	**24,197,195**	**24,951,400**	**24,408,100**	**26,356,600**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Staywell Health Fund (091)	24,197,195	24,951,400	24,408,100	26,356,600

Appendix

The City differentiates it's Capital Outlay items and a Capital Improvement Plan (CIP). Capital outlay includes any assets or equipment purchases budgeted over $5,000 with a useful life of more than one year. The $5,000 threshold applies to a per unit cost and not the total for a group of assets. Like the CIP, capital outlay items are requested to be outlined in a six-year plan. Items included in capital outlay include vehicles, computers, laptops, equipment less than $100,000 (including excavators, compressors, pumps, radios, etc.).

Although some capital outlay items may be purchased on a replacement schedule, these items are still considered one-time expenditures in nature as they are not the same assets purchased year after year.

The first exhibit shows capital outlay items that are included in the FY2026-27 budget.

FY 2026-27 Budgeted Capital Outlay Items

Dept Name	Fund	Org Key	Object	Item Description	QTY	Per Unit Cost	Total
Municipal Services	011	5112	5405	72" Bobcat Sweeper Attachment	1	7,000	7,000
Municipal Services	013	5262	5404	Traffic Control Message Board	1	30,000	30,000
Municipal Services	030	5215	5405	Blowers	1	10,000	10,000
Municipal Services	030	5215	5405	Pumps	2	25,000	50,000
Municipal Services	030	5215	5405	Valves	4	5,000	20,000
Municipal Services	030	5215	5405	Primary Pump Replacement	1	65,000	65,000
Municipal Services	030	5230	5405	Ring Saw	1	6,500	6,500
Municipal Services	030	5230	5405	Push Camera	1	15,000	15,000
Municipal Services	030	5230	5405	T66 tractor for CCTV	1	15,000	15,000
Municipal Services	030	5230	5404	Truck Topper	1	7,500	7,500
Municipal Services	030	5230	5404	Dump Bed	1	10,000	10,000
Municipal Services	030	5230	5405	Plate Compactor Attachment	1	13,000	13,000
Municipal Services	040	4830	5405	Smooth Bucket for Skid Steer	1	5,000	5,000
Municipal Services	040	4830	5405	Well Flow Meters	6	7,500	45,000
Municipal Services	040	4830	5405	Chlorine Analyzer Replacement	4	11,250	45,000
Municipal Services	040	4830	5405	Silo Slurry Pumps	2	45,000	90,000
Municipal Services	040	4840	5405	Skid Steer Broom	1	8,000	8,000
Municipal Services	040	4840	5405	Leak Correlator	1	30,000	30,000
Municipal Services	040	4821	5404	Ford Transit F350 Van	1	85,000	85,000
Municipal Services	040	4821	5405	Tap Machine	1	8,700	8,700
						Total Municipal Services	**565,700**
Police Dept	016	4564	5404	Equipped Police Vehicles (type varies)	4	87,500	350,000
Police Dept	016	4564	5402	Mobile Data Terminals	15	6,667	100,000
Police Dept	016	4564	5404	Mobile (in-car) Radios	2	6,000	12,000
Police Dept	016	4562	5405	Handheld Portable Radios	10	5,300	53,000
Police Dept	016	4564	5404	Starchase Systems	-	-	-
						Total Independence Police Department	**515,000**
Parks & Rec	012	6041	5404	Mower Replacement Program for Park Mtn	5	11,500	57,500
Parks & Rec	012	6041	5404	2-Ton Truck Replacement Program for Park Mtn	1	62,500	62,500
Parks & Rec	007	6074	5404	2-Ton Truck Replacement Program for Park Mtn	1	62,500	62,500
Parks & Rec	012	6041	5404	1-Ton Truck Replacement Program for Park Mtn	2	49,000	98,000

FY 2026-27 Budgeted Capital Outlay Items

Parks & Rec	012	6041	5404	1/2-Ton Truck Replacement Program for Park Mtn	3	36,000	108,000
Parks & Rec	002	6014	5402	Mower Replacement Program for ROW	1	11,500	11,500
Parks & Rec	012	6041	5406	Dickinson Park overlay	1	55,000	55,000
Parks & Rec	012	6044	5406	15 Passenger Van	1	80,000	80,000
Parks & Rec	012	6045	5406	Renovate Sprayground	1	75,000	75,000
						Total Parks & Recreation	**610,000**
Tech Services	095	4220	5402	Aruba Switches	1	10,000	10,000
Tech Services	095	4220	5402	Aruba Chassis Switch	-	-	-
Tech Services	095	4220	5402	Datacenter switches	-	-	-
						Total Technology Services	**10,000**
IPL	020	6115	5403	Office Furniture	1	10,000	10,000
IPL	020	6115	5405	Payment Kiosk	1	50,000	50,000
IPL	020	6115	5405	Printer Purchase	1	15,000	15,000
IPL	020	6123	5404	Ford F-250 Service Body	1	60,000	60,000
IPL	020	6123	5405	4 Post Lift	1	60,000	60,000
IPL	020	6126	5405	Hand Held Itron Computers	-	-	-
IPL	020	6126	5405	VersaProbes (machine to read remoted water meters)	-	-	-
IPL	020	6130	5402	New Server for Security Video Storage	1	70,000	70,000
IPL	020	6130	5402	Backup Server for Security Video Storage	1	70,000	70,000
IPL	020	6130	5405	Gates & Gate Operators	1	20,000	20,000
IPL	020	6140	5402	SafeTK (Lockout/Tagout)	1	29,000	29,000
IPL	020	6150	5405	Replacement Machinery & Equipment	1	50,000	50,000
IPL	020	6150	5405	Underground Switching/Fusing Cabinets	4	50,000	200,000
IPL	020	6150	5405	Drone Acquisition (& Training & Other Troubleshooting E	3	13,333	40,000
IPL	020	6170	5403	Office Furniture	1	15,800	15,800
IPL	020	6175	5402	BGP Routers	3	6,500	19,500
IPL	020	6175	5404	Reel Trailer	1	20,000	20,000
IPL	020	6175	5405	Traffic Cabinets	3	30,000	90,000
IPL	020	6175	5405	IP Flex / MMS Telephone System	1	50,000	50,000
IPL	020	6175	5405	Dispatch Remodel - AV only	1	85,000	85,000
IPL	020	6175	5405	Traffic Preemption	21	4,000	84,000
IPL	020	6175	5405	Traffic Signal Recovery	3	50,000	150,000
						Total Independence Power & Light	**1,188,300**
						Total Capital Outlay	**2,889,000**

Resource Requests

Included in FY 2026-27 Proposed Budget

Any new items or programs that do not fit into a department's base budget must be submitted as a resource request. Resource requests are required for any:

- Personnel changes
  - If requesting new headcount, benefits should be included.
- Operating expenditure changes (not personnel) over $5,000.
- Overtime increases of more than 10% at the department or fund level, against the prior year adopted budget

Fund	Department	Type	Package	Impact to Fund	FTE
002	City Clerk	OPEX	Iron Mountain Record Storage	2,000.00	
002	Community Development	Personnel	Building Inspector	101,889.00	1.00
002	Community Development	OPEX	Transportation Services	143,500.00	
002	Community Development	OPEX	Professional Services (Abatements)	60,878.00	
095	Finance	Equipment	Equipment for Personnel Requests Budget	4,500.00	
095	Finance	Personnel	Procurement Specialist II - Utilities	109,897.00	1.00
095	Finance	Equipment	Equipment for Personnel	15,000.00	
095	Finance	OPEX	Safety & Compliance Operating Expenses	40,000.00	
095	Finance	Personnel	Budget Analyst I	120,111.94	1.00
095	Finance	Personnel	Accountant I - Public Held Assets & Grants	104,486.71	1.00
095	Finance	Personnel	Accounting Manager	150,481.19	1.00
065	Fire	Equipment	CAD to CAD Interface	100,000.00	
017	Fire	OPEX	5% Pay Increase Non-Rep Employees 4671	46,608.14	
017	Fire	OPEX	5% Pay Increase Non-Rep Employees	71,463.37	
017	Fire	Personnel	Deputy Fire Chief of Operations	37,601.77	
002	Health & Animal Services	OPEX	Animal Shelter Overtime	15,000.00	
002	Health & Animal Services	Equipment	Artificial Turf for the Shelter Yards	60,000.00	
095	Human Resources	Personnel	Learning & Development Specialist	36,817.97	1.00
002	Law	Personnel	Administrative Assistant II (Law)	59,562.21	1.00
002	Municipal Court	Equipment	Case File Jackets	2,645.00	
090	Municipal Services	Equipment	Fleet Management Information System	125,000.00	
002	Parks & Recreation	Personnel	Custodian in-house	139,758.00	4.00
002	Parks & Recreation	OPEX	Facility Maintenance Overtime	8,000.00	
012	Parks & Recreation	Personnel	GAPS position	68,052.00	1.00
007	Parks & Recreation	OPEX	Increase Cemetery Overtime Budget	10,000.00	
016	Police	Equipment	Increase for AXON Records	858,886.00	
016	Police	Equipment	AED Authority Annual Contract	12,825.00	
016	Police	Equipment	Glocks	178,907.50	
016	Police	Equipment	Vehicle Replacement	450,000.00	
016	Police	Equipment	Starchase	28,000.00	
016	Police	Equipment	In-Car Radios	156,600.00	
065	Police	Equipment	Ballistic Plate Carriers	24,000.00	
065	Police	Equipment	Dog Food	8,000.00	
065	Police	Equipment	Mitigating Explosive Supplies	6,000.00	
065	Fire	Equipment	Hose Testing	20,000.00	
065	Police	Equipment	Drone Crash Scene Mapping	38,728.55	
065	Police	Equipment	Drones for Patrol	5,000.00	
065	Police	Equipment	Detention Maintenance	9,000.00	
020	Power & Light	OPEX	Purchased Power New Exp Offset by Rev.	54,227,000.00	

Fund	Department	Type	Package	Impact to Fund	FTE
020	Power & Light	OPEX	Augmented Lineman 3 Crew Contract	2,500,000.00	
020	Power & Light	Personnel	Assistant Customer Service Manager	132,215.79	1.00
095	Technology Services	Personnel	Help Desk Team - Supervisor	144,422.25	1.00
095	Technology Services	Personnel	Cyber Security Supervisor (Half-Year)	71,774.03	1.00
				$ 60,504,611.42	**15**

Budget Procedures and Policies

The fiscal year of the city shall start on July 1st and end on June 30th.

1. **Budget Preparation and Submission**
    - **City Charter, Section 8.2 Budget: Preparation and submission.** At least forty-five (45) days before the beginning of the fiscal year, the City Manager shall prepare and submit to the Council a proposed budget for the next fiscal year, which shall contain detailed estimates of anticipated revenues including any resources available from the current fiscal year and proposed expenditures for the year and any explanatory message. The budget shall include the general fund and at least all other regular operating funds which are deemed to require formal annual budgeting and shall be in such form as the City Manager deems desirable or as the Council may require. The total of the proposed expenditures from any fund shall not exceed the total of the anticipated resources thereof. The budget and budget message shall be public records in the office of the City Clerk and shall be open to public inspection. Copies of the budget and budget message shall be made for distribution to persons on request.
    - **City Charter, Section 8.3 Comparison of anticipated revenues and proposed expenditures with prior years.**
    - In parallel columns opposite the several items of anticipated revenues in the budget, there shall be placed the amount of revenue during the last preceding fiscal year and the amount of revenue up to the time of preparing the budget plus anticipated revenue for the remainder of the current fiscal year estimated as accurately as may be.
    - In parallel columns opposite the several items of proposed expenditures in the budget, there shall be placed the amount of each such item actually expended during the last preceding fiscal year and the amount of each such item actually expended up to the time of preparing the budget plus the expenditures for the remainder of the current fiscal year estimated as accurately as may be.
2. **Public Hearing**
    - **City Charter, Section 8.4 Budget: Public hearing.** The Council shall hold a public hearing on the proposed budget at least one (1) week after a notice of the time of the hearing has been published in a newspaper of general circulation within the city; and any interested person shall have the opportunity to be heard. The Council may continue the hearing at later meetings without further notice.
3. **Amendments, Adoption and Appropriations**
    - **City Charter, Section 8.5 Budget: Amendment, adoption, appropriations.** The Council may insert, strike out, increase, or decrease items in the budget, and otherwise amend it, but may not increase any estimate of anticipated revenues therein unless the City Manager certifies that, in the City Manager's judgment, the amount estimated will be revenue of the fiscal year. The Council, not later than the twenty seventh (27th) day of the last month of the fiscal year, shall adopt the budget and make the appropriations for the next fiscal year. If the Council fails to adopt the budget and make the appropriations on or before that day, the budget as submitted or as amended, shall go into effect and be deemed to have been finally adopted by the Council; and the proposed expenditures therein shall become the appropriations for the next fiscal year. The appropriations, when made by the Council by a general appropriation ordinance separate from the budget document, need not be in as great detail as the proposed expenditures in the budget. Appropriations from a fund shall never exceed the anticipated resources thereof in the budget as adopted
4. **Transfer of Appropriation Balances and Amendments**
    - **City Charter, Section 8.6 Budget: Transfer of appropriation balances, amendment.** After the appropriations are made and except as the Council by ordinance may provide otherwise, the City Manager may transfer unencumbered appropriation balances or parts thereof from any item of appropriation within a department, office or agency to any other items of appropriation, including new items within the same department, office or agency; and upon recommendation by the City Manager, the Council may transfer unencumbered appropriation balances or parts thereof from any item of appropriation, including an item for contingencies, in a fund to any other item of appropriation, including new items in the fund.

      Upon recommendation by the City Manager, the Council by ordinance may also amend the budget as adopted by changing the estimates of anticipated revenues for proposed expenditures of a fund and otherwise; and may increase or decrease the total appropriations from a fund when a change in revenues or conditions justify such action; but total appropriations from any fund shall never exceed the anticipated revenues thereof in the budget as adopted or as

amended, as the case may be. The Council shall not increase any estimate of anticipated revenues in the budget unless the City Manager certifies that, in the City Manager's judgement, the amount estimated will be revenue of the fiscal year.

5. **Fund Types**
    - Governmental Funds – are those through which most governmental functions of the city are financed. The acquisition, use and balances of the city's expendable financial resources and the related liabilities (other than those in proprietary funds) are accounted for through governmental funds. The measurement focus is upon determination of changes in financial position. The following are the city's governmental fund types for which annual operating budgets are prepared:
        - **The General Fund** is the principal operating fund of the city and accounts for all financial transactions not accounted for in other funds. The general operating expenditures, fixed charges and capital improvement costs that are not paid through other funds are financed through revenues received by the General Fund.
        - **Special Revenue Funds** are used to account for revenues derived from specific taxes, governmental grants or other revenue sources which are designated to finance particular functions or activities of the city.
    - Proprietary Funds – are used to account for the city's on-going organizations and activities which are similar to those often found in the private sector. The measurement focus is upon determination of net income. The following are the city's proprietary fund types:
        - **Enterprise Funds** are sued to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges or where the periodic determination of net income or loss is deemed appropriate.
    - Internal Service Funds – are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the city on a cost-reimbursement basis
6. **Basis of Accounting/Measurements Focus for Budgets**
    - Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and recorded in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. Measurement focus determines upon expenditures – decreases in net financial resources. The measurement focus for proprietary funds Is based on expenses – decreases in net total assets. The principal difference between expenditures and expenses is that with expenditures, the primary concern is the flow of resources, however with expenses; the primary concern is the substance of transactions and events which may not specifically related to the actual flow of resources. As already indicated, the basis of accounting relates to when transactions are recorded, not what is actually recorded. The three different types of accounting basis are 1) cash, 2) Modified Accrual, and 3) Accrual. The latter two are recognized as Generally Accepted Accounting Principles (GAAP); the Cash basis is not. The modified accrual basis of accounting is utilized by all governmental fund types and expendable trust funds. Under the modified accrual basis of accounting, revenues are recorded as collected unless susceptible to accrual, i.e., amounts measurable and available to finance the city's operations or of a material amount and not received at the normal time of receipt. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Significant revenues which are considered susceptible to accrual include real estate taxes, sales taxes, utility franchise taxes, interest, and certain State and Federal grants and entitlements. Expenditures, other than interest on long-term debt, are recorded when the liability is incurred. In applying the susceptible to accrual concept to intergovernmental revenues (i.e. grants), the legal and contractual requirements of the individual program is used as guidance. There are, however, essentially two types of these revenues. In one, monies must be expended on the specific purpose or project before any amounts will be paid to the city; therefore, revenues are recognized based upon the expenditures recorded. In the other, monies are virtually unrestricted as to purposes or expenditures and nearly irrevocable. i.e., revocable only for failure to comply with prescribed compliance requirements. These resources are reflected as revenues at the time of receipt or earlier if they meet the available and measurable criteria. Real estate taxes levied and expected to be collected within sixty days are after the fiscal year end are considered available and, therefore, are recognized as revenues. Licenses and permits, fines and forfeitures, charges for services and miscellaneous revenues are recorded as revenues when received in cash because they are generally not measurable until actually received. The accrual basis of accounting is utilized by

the proprietary and nonexpendable trust fund types. Under this basis of accounting, revenues are recognized when earned (including unbilled revenue) and expenses are recorded when liabilities are incurred.

7. **Encumbrances**
    - The city's policy is to prepare the annual operating budget on a basis which includes encumbrances as the equivalent of expenditures in order to assure effective budgetary control and accountability and to facilitate effective cash planning and control. Encumbrance accounting is where purchase orders, contracts, and other commitments for the expenditures of funds are recorded in order to reserve that portion of the applicable appropriation.
    - Encumbrances outstanding at year-end represent the estimated amount of the expenditures ultimately to result if unperformed contracts in proves at year-end are completed. Encumbrances outstanding at year-end are reported in the Annual Comprehensive Financial Report (ACFR) as reservations of fund balances because they do not constitute expenditures or liabilities. Outstanding encumbrances at year-end are re-appropriated in the following fiscal year in order to provide authority to complete these transactions
8. **Difference between Budget Basis and Financial Reporting Basis**
    - The city's Annual Comprehensive Financial Report (ACFR) reports on the status of the city's finance in accordance with the GAAP basis of accounting. In most cases this is also the same basis of accounting as used in preparing the budget. Exceptions to the basis of accounting used for financial reports and in preparing the budget are listed below:
        1. Governmental Fund Types – All governmental fund types use the same basis of accounting for reporting and budgeting with the exception that the budget also recognizes encumbrance accounting. In the ACFR, the "Combined Statement of Revenues, Expenditures and Changes in Fund Balance – All Governmental Fund Types and Expendable Trust Funds" presents revenues and expenditures in accordance with the GAAP basis of accounting. The "Combined Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual (Budget Basis)" in the ACFR presents the same information, however it also includes the recognition of encumbrances. This later statement provides a reconciliation of the presented data to the GAAP basis statement.
        2. Proprietary Fund Types – All proprietary fund types use the same basis of accounting for reporting and budgeting with the exception of "non-cash" expenses and disbursements that affect balance sheet accounts. "Non-cash" expenses are included in the financial reports but not in the budget. An example of this type of expense would be depreciation where an expense is recorded but a cash disbursement does not take place. Balance sheet account disbursements are items that are included in the budget as expenditures, however they do not affect the "Combined Statement of Revenues, Expenses and Changes in Retained Earnings/Fund Balances – All Proprietary Fund types and Nonexpendable Trust Funds" (i.e. the operating statement) in the ACFR.
        3. An example of these types of items would be inventory purchases, debt principal payments and capitalized labor and material costs.

FINANCIAL POLICIES

Adopted by Council Resolution 17 - 729

Statement of Purpose

The City of Independence has an important responsibility to our residents to carefully account for public funds, manage municipal finances wisely, and to develop a plan to adequately fund services and facilities desired and needed by the public. The financial integrity of our city government is of utmost importance and the codification of a set of financial policies is a key element in maintaining this integrity. The formalization of a set of financial policies for the city is consistent with the Council's adopted goal of ensuring city finances are stable and sustainable through control of long-term costs, optimization of resources, long-range financial planning and sound decision-making.

Written and adopted financial policies have many benefits such as assisting the City Council and City Manager in providing the financial management of the city, saving time and energy when discussing financial matters, engendering public confidence and providing continuity over time as City Council and staff members change. While these policies will periodically be reviewed and amended, they will provide the foundation and framework for many of the issues and decisions facing the City today and in the future. They will promote sound financial management and assist in the city's stability, efficiency and effectiveness.

In the past, the City of Independence has developed a variety of different types of financial policies, many of which have been maintained on a somewhat informal basis. These policies can be found in a variety of different locations, including Council Resolutions, Ordinances, Budget Documents, Capital Improvements Programs, etc. The financial policies listed below will establish consistent standards for the review of existing practices as well as the development of future financial plans.

The following policies are divided into seven major categories: General, Fund Balances, Debt, Financial Sustainability, Long Range Financial Planning, Monitoring – Accountability – control, and Investment of Funds.

A. General

a. Compliance with Applicable Laws: The City shall comply with all applicable federal and state laws, the City Charter, and the Code of Ordinances with respect to the interpretation and application of these policies.

b. Compliance with Governmental Standards: Policies and practices in financial reporting shall be consistent with Governmental Accounting Standards Board (GASB) standards.

B. Fund Balances

a. Minimum Unrestricted and Unassigned Fund Balance & Working Capital: The City of Independence has determined it a sound financial practice to maintain adequate fund balances and working capital. Accordingly, the city will endeavor to maintain a minimum Unrestricted and Unassigned Fund Balance in the General Fund equal to 16% of annual operating revenues less one-time funds like grants or transfers.

The city has adopted separate risk-based methodology for Fund Balances in Enterprise Funds.

For Special Revenue Funds that are primarily designated for capital purposes and support limited personnel and ongoing operations, the city will endeavor to maintain an Unassigned Fund Balance of 5% of annual revenues.

For Special Revenue Funds that support personnel and ongoing operations as well as capital expenditures, the city will endeavor to maintain an Unassigned Fund Balance between 5% and 16% of annual revenues.

b. Use of Fund Balance: Circumstances may arise which warrant the use of Unassigned or Unrestricted Fund Balances and working capital balances. These include revenue shortfalls, unanticipated cost increases, emergencies, grant matching, early debt retirement, major projects and expenditures beyond those created by only natural disasters. In such cases, any expenditures from the Unassigned or Unrestricted Fund Balance must be approved by the Council. The rationale for the expenditure must be documented as part of council action. Any unrestricted and unassigned funds in excess of target minimums may be expended to fund nonrecurring expenditures.

c. Recovery Plan: if, based on staff's analysis and forecasting, the target level of Unassigned Fund Balance reserve is not being met or is unlikely to be met at some point within a five-year time horizon, then during the annual budget process, a plan to replenish the Unassigned Fund Balance reserve should be established.

C. Debt

a. Evaluation Criteria: The following will be used to evaluate pay-as-you-go versus debt financing in funding capital improvements and equipment:

i. Factors which favor pay-as-you-go financing including the following:

1. Current revenues and fund balances are available.
2. Phasing-in of projects is feasible.
3. Additional debt levels would adversely affect the City's credit rating.
4. Market conditions are unfavorable or suggest difficulties in marketing new debt.

ii. Factors which favor debt financing include the following:

1. Revenues available for debt issues are considered sufficient and reliable so that long-term financing can be marketed with an appropriate credit rating, which can be maintained.
2. Market conditions present favorable interest rates and demand for city debt financing.
3. A project is mandated by state or federal government and current revenues, or fund balances are insufficient to pay project costs.
4. A project is immediately required to meet or relieve capacity needs.
5. The life of the project or asset financed is five years or longer.
6. The life of the project or asset is less than five years, but short-term financing that does not exceed the useful life of the project or asset is feasible.
7. Cost savings can be achieved by completing improvements as a single large project rather than as a multi-year series of pay-as-you-go smaller projects.

b. Neighborhood Improvement District (NID) Debt: NID debt may be issued provided assessment payments are adequate to cover 100% of debt service and financing costs. The city will simultaneously apply any related economic development policies to evaluate the feasibility of the development project before issuing debt.

c. Early Debt Retirement: The city will endeavor, when possible, to retire bonds and other similar instruments early when sufficient revenues are accumulated and to refinance debt when a Net Present Value Savings of at least 3% exists.

d. Debt Term to Match Useful Life: Debt shall only be issued when the term of financing does not exceed the useful life of the asset for which the debt was issued.

e. City Debt Schedule: To ensure that long term debt obligations are sufficiently funded and accounted for, it is the city’s policy to develop a comprehensive debt schedule which matches specific revenues to specific debt obligations for each year of the entire term of each source of debt.

f. Debt Coverage & Solvency: To demonstrate solvency, ensure sufficient revenues exist to retire debt issued and maintain favorable bond ratings, the city will endeavor to maintain a Debt Service Coverage Ratio (net operating income [revenue minus operating expenses excluding transfers] divided by total debt service payment) of at least 1.2.

g. Lease Purchase Financing: The city will lease-purchase items only if lease rates are less than the rate attained from investment return. In no event shall the city lease-purchase items with a useful life of less than the term of the lease.

h. Financial Advisor: To provide advice on the issuance of debt and related matters, the city will employ the services of an outside financial advisor. The financial advisor will assist the city in evaluating when debt should be sold through a competitive versus negotiated sale. Such factors in determining the form of sale include, but are not limited to, the complexity of the issue; the need for specialized expertise; maximizing savings in time or money; or circumstances in which market conditions or city credit are unusually volatile or uncertain. It is the city’s policy that said financial advisor cannot also serve as the underwriter of municipal securities.

i. Statutory Limitations: The Missouri Constitution permits a city, by vote of two-thirds of the voting electorate, to incur general obligation indebtedness for city purposes not to exceed 10% of the assessed value of taxable tangible property. The city may issue additional debt not to exceed 10% of assessed valuation (20% total) for street and sewer improvements or purchasing or constructing water or electric utility plants.

D. Financial Sustainability

a. Financial Sustainability: To ensure financial sustainability in city programs and operations, it shall be the city's policy to apply one-time revenues to fund non-recurring expenditures. Similarly, personnel costs and ongoing programs and operations will be funded with on-going, sustainable sources of revenue.

b. Priority Funding to Maintain Assets: In preparing the annual budget, priority shall be given to providing adequate funding for maintenance, upkeep, and scheduled replacement of physical assets. The city will endeavor to establish funding levels to replace assets on a life-cycle basis. Enterprise Fund operations will endeavor to reflect, in budget appropriations, reinvest for the depreciation of assets.

E. Long Range Financial Planning

a. 5-Year Capital Improvement Plan: The city will annually prepare a capital improvement plan that identifies its priorities and timeframe for undertaking capital projects and provides a financing plan for those projects. In order to ensure that proposed capital projects, their timing and their financing best meet the city's policies and plans, the capital improvement plan will:

i. Project at least five years into the future.

ii. Consider overall affordability in terms of both capital and operating costs; and

iii. Include a process that allows stakeholder involvement in prioritizing projects and review.

b. Long Range Planning of Financial Obligations: The city will annually prepare a financial plan to assess the long-term financial implications of current and proposed policies, programs and assumptions in order to develop appropriate strategies to achieve its goals. The financial plan will consist of:

i. An analysis of financial trends.

ii. An assessment of problems or opportunities facing the city.

iii. A five-year forecast of revenues and expenditures.

iv. A review of cash flow requirements and appropriate fund balances to determine whether modifications are appropriate for the Fund Balance Reserve Policy; and

v. Any further analyses as may be appropriate.

F. Monitoring -- Accountability -- Control

a. Transfer of funds: Department Directors, with the consent of the City Manager or his/her designee, may transfer funds between line items within the total budget appropriation of a particular budget in a fund. The City Manager may transfer unencumbered appropriation balances or parts thereof from any item of appropriation within a fund, department, office or agency to any other items of appropriation, including new items, within the same fund or department.

b. Reports: It is the city's policy to produce monthly reports to verify that city departments are operating within the amount of appropriation, to compare actual income and expenses to budget estimates, to update yearend revenues and expense projections, and to develop, as soon as possible, strategies to meet financial challenges. Monthly reports to the City Manager from the Finance Department will also be provided to illustrate overall financial position of the city. A comprehensive annual financial report, as well as an annual audit, will also be produced.

c. Spending: No expenditures may be made, or funds encumbered, unless consistent with adopted purchasing policies and expenditure procedures.

d. Service Delivery Analysis: The city will seek to optimize the efficiency and effectiveness of its services to reduce costs and improve service quality. Alternative means of service delivery will be evaluated to ensure that quality services are provided to our residents at the most competitive and economical cost. Department directors, in cooperation with the City Manager's office, will identify all activities that could be provided by another source and review options/alternatives to current service delivery methods. The review of service delivery alternatives and the need for the service will be performed annually or on an "opportunity" basis.

e. Grant Acceptance: The city shall actively pursue federal, state and other grant opportunities when deemed appropriate. Before accepting any grant, the city shall thoroughly consider all implications related to costs associated with complying with the terms of the grant agreement and the ongoing obligations that will be required in connection with the acceptance of the grant. In the event of reduced grant funding, city resources may be substituted only after all program priorities and alternatives are considered during the budget process. The City Manager will establish supplemental administrative policies to ensure appropriate coordination of grant applications and ensure grant compliance.

f. Employee Staffing Levels: The addition of new positions will only be requested after service needs have been thoroughly examined and it is substantiated that the additional staffing will result in increased revenue, enhanced operating efficiencies, or the achievement of specific objectives approved by the Council. To the extent feasible, personnel cost reductions will be achieved through attrition and reassignment.

g. Technology & Expertise: to ensure, to the greatest extent possible, accuracy in financial reporting, it is the city's policy to invest in necessary technology. It is also the city's policy to invest in training to develop staff expertise in financial reporting systems.

G. Investment of Funds

a. The investment of city funds will be handled in accordance with the city's Statement of Investment Policy and Section 3.34(6) of the Charter of the City of Independence. Investments shall be undertaken in a manner that does not conflict with the Missouri Constitution Article IV, Section 5 on permitted investments or Section 30.270 of the Missouri Revised Statutes on permitted collateral.
b. Safety of Principal: It is the city's policy that the foremost consideration in the city's investment strategy should be safety of the principal invested.
c. Liquidity: It is the City's policy that the investment portfolio always remains sufficiently liquid to meet all operating requirements.
d. Return: It is the city's policy that the investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety of principal and liquidity objectives described above.

Utility Cash Reserve Policy for Electric

Statement of Purpose

To help ensure financial stability, timely completion of capital improvements and enable the utility to meet requirements for large, unexpected expenditures, a targeted cash reserve policy should be established. The cash reserve policy establishes a target as well as a bandwidth amount of cash the utility should keep in reserve to address the operational and financial risks of the utility. Actual cash reserves may vary substantially above the minimum and is dependent on the life cycle of assets, future capital plan, rate setting polices, and debt policies.

Funds available for the Cash reserve target shall not include funds that are legally required for debt service or funds available but designated for other purposes. Those designations include but are not limited to purposes such as collateral posting requirements, customer deposits and advance payments as well as reserves established through power purchase contracts.

Methodology

The methodology outlined in this policy is based on certain assumptions related to:

- Revenue Risk
- Expense Risk
- Working Capital
- Capital Risk

After the reserve minimum is determined, management should consider the target "in total" and not each individual category.

Percentage risk factors for Revenue, Expense, Working Capital, and Capital Reserve will be subject to City Council review and approval as part of the annual budget process.

[Initial recommended risk factor percentages are included below for illustrative purposes for the current fiscal year]

Calculation and Risk Factors Used

General Sales Decrease Economic Recession
Purpose: Cover fixed costs due to large scale economic shock similar to the Great Recession of 2008- 2012. The fixed costs represent the total amount of operating expenses historically assumed or experienced to be fixed and add debt service, the necessary 10% coverage of debt service as well as the PILOT to the City. **[The cash reserve will include 6.0% of fixed costs over a 12-month period]**

Loss of Large (Top12) Customer
Purpose: Cover fixed costs due to loss of one of the Top 12 Customers. Can also represent loss of load due to distributed generation or renewable mandate. **[The cash reserve will include 2.0% of fixed costs over a 12-month period]**

Off System Sales
Purpose: Address risk of loss in the "profit" of off-system sales. **[The cash reserve will include up to 10% of adjusted margin for power marketing revenues.]**

Interest Income
Purpose: Address risk of loss of interest income on invested cash. **[The cash reserve will include up to 100 basis points (1%) of interest income from short- term investments over a 12-month period]**

Expense Risk

Unplanned Outage -- Market Exposure
Purpose: Address market risk if Nebraska City Unit 2 has an unplanned outage. **[The cash reserve will include an assumed outage of 90 days at a capacity factor of 90% and an energy shortfall that IPL can hedge by 50%. The market price of power is assumed to be weekday peak]**

Planned Outage – Market Exposure
Purpose: Address market risk in Nebraska City Unit 2 has planned outage. **[The cash reserve will include an assumed outage of 30 days at a capacity factor of 90% and an energy shortfall that IPL can hedge by 50%. The market price of power is assumed to be weekday peak]**

Fuel (Natural Gas) Exposure

Purpose: Address risk for natural gas purchases. **[The cash reserve will include assumption that IPL annually needs 1.5 million MMBTu of natural gas and the market price is higher than the budgeted amount by $1.74 per MMBtu (representing the historical standard deviation in the natural gas market)]**

Power Purchases and Capacity Expense
Purpose: Address market risk for power and capacity purchases. **[The cash reserve will include an assumption that IPL needs 1.7 million MWhs annually, that 50% of this need is hedged with long term agreements and the price for the remaining needs is at the "Weekday Off Peak" rate]**

Renewable Energy Expense
Purpose: Address risk that wind and solar resources have higher capacity factors. **[The cash reserve will include an assumption of an assumed wind energy capacity factor of 40% at $20 per MWh cost differential for 12-months]**

Working Capital

Purpose: Represents a level of cash on hand to address the billing cycle (up to 60 days to convert MWhs delivered to an account receivable to cash) and uncertainty. [**The cash reserve will include up to an assumption of 90 days of working capital]**

Capital Reserve

Purpose: Represents a level of cash on hand to allow for the flexible execution of both routine an unexpected capital projects. **[The cash reserve will include up to the average annual deprecation levels for previous six years]**

Targeted Cash Reserve Calculation

The targeted cash reserve calculation considers the risk “in total” and not each individual category.

If certain events occur that results in cash reserves falling below the targeted cash reserve levels, the Manager should make recommendations to the City Council to restore cash reserves to the targeted levels over the subsequent three years. These actions may include several options:

- Rate adjustments
- Cost reductions
- Issuance of bonds to fund capital improvement programs rather than use of "PayGo".
- Modification of the assumptions used to determine the cash reserve levels.

It is important to emphasize this is a recommended targeted cash reserve. Actual cash reserves may vary substantially above the target and is dependent of the life cycle of assets, future capital plan, rate setting policies, and debt policies. The cash reserve calculation should be updated annually as part of the budget process.

Utility Cash Reserve Policy for Electric

Statement of Purpose

To help ensure financial stability, timely completion of capital improvements and enable the utility to meet requirements for large, unexpected expenditures, a targeted cash reserve policy should be established. The cash reserve policy establishes a target as well as a bandwidth amount of cash the utility should keep in reserve to address the operational and financial risks of the utility. Actual cash reserves may vary substantially above the minimum and is dependent on the life cycle of assets, future capital plan, rate setting polices, and debt policies.

Funds available for the Cash reserve target shall not include funds that are legally required for debt service or funds available but designated for other purposes.

Methodology

The methodology outlined in this policy is based on certain assumptions related to:

1. Revenue Risk
2. Expense Risk
3. Working Capital
4. Capital Reserve

After the reserve minimum is determined, management should consider the target “in total” and not each individual category. Percentage risk factors for Revenue, Expense, Working Capital, and Capital Reserve will be subject to City Council review and approval as part of the annual budget process. **[Initial recommended risk factor percentages are included below for illustrative purposes for the current fiscal year]**

Calculation and Risk Factors Used

Revenue Risk

General Sales Decrease Economic Recession
Purpose: Cover fixed costs due to large scale economic shock like the Great Recession of 2008- 2012. The fixed costs represent the total amount of operating expenses historically assumed or experienced to be fixed and add debt service, the necessary 10% coverage of debt service as well as the PILOT to the City.
[The cash reserve will include 8.0% of fixed costs over a 12-month period]

Loss of Large Wholesale Customer
Purpose: Cover fixed costs due to the loss of one of the wholesale customers and represents loss of sales due to conservation efforts. **[The cash reserve will include 5.0% of fixed costs over a 12-month period]**

Loss of Large Commercial Customer
Purpose: Cover fixed costs due to the loss of one of the larger customers of the department.

[The cash reserve will include 0.1% of fixed costs over a 12-month period]

Loss of Sales for Resale and Other Revenue
Purpose: There is a profit margin associated with resale sales and this profit can subsidize the operations of the utility.
[The cash reserve will include an assumed 10% reduction in profit margin over a 12-month period]

Interest Income
Purpose: Address risk of loss of interest income on invested cash.
[The cash reserve will include up to 100 basis points (1%) of interest income from short-term investments over a 12-month period]

Expense Risk

Power and Pumping
Purpose: Address market risk of electric power needed by the Department. Electric power is a commodity and subject to market and seasonal risks.
[The cash reserve will include a $10 per MWh standard deviation on Annual MWh over a 12- month period]

Other expenses – including Chemicals

Purpose: Represents a level of cash on hand to address the billing cycle (up to 60 days to convert water treatment and delivery costs to an account receivable to cash). **[The cash reserve will include up to an assumption of 90 days working capital]**

Working Capital

Purpose: Represents a level of cash on hand to address the billing cycle (up to 60 days to convert water treatment and delivery costs to an account receivable to cash).
[The cash reserve will include up to an assumption of 90 days of working capital]

Capital Reserve

Purpose: Represents a level of cash on hand to allow for the flexible execution of both routine and unexpected capital projects.
[The cash reserve will include up to the average annual depreciation levels]

Targeted Cash Reserve Calculation

The targeted cash reserve calculation considers the risk “in total” and not each individual category. The recommended level is $15.3 million. If certain events occur that results in cash reserves falling below the targeted cash reserve levels, the Manager should make recommendations to the City Council to restore cash reserves to the targeted levels over the subsequent three years. These actions may include several options:

- rate adjustments
- cost reductions
- issuance of bonds to fund capital improvement programs rather than the use of “PayGo”.
- funds on hand
- modification of the assumptions used to determine the cash reserve levels.

It is important to emphasize this is a recommended targeted cash reserve. Actual cash reserves may vary substantially above the target and is dependent of the life cycle of assets, future capital plan, rate setting policies, and debt policies. The cash reserve calculation should be updated annually as part of the budget process.

Utility Cash Reserve Policy for Water Pollution Control (Sanitary Sewer)

Statement of Purpose

To help ensure financial stability, timely completion of capital improvements and enable the utility to meet requirements for large, unexpected expenditures, a targeted cash reserve policy should be established. The cash reserve policy establishes a target as well as a bandwidth amount of cash the utility should keep in reserve to address the operational and financial risks of the utility.

Actual cash reserves may vary substantially above the minimum and is dependent on the life cycle of assets, future capital plan, rate setting polices, and debt policies.

Funds available for the Cash reserve target shall not include funds that are legally required for debt service or funds available but designated for other purposes.

Methodology

The methodology outlined in this policy is based on certain assumptions related to:

1. Revenue Risk
2. Expense Risk
3. Working Capital
4. Capital Reserve

After the reserve minimum is determined, management should consider the target “in total” and not each individual category. Percentage risk factors for Revenue, Expense, Working Capital, and Capital Reserve will be subject to City Council review and approval as part of the annual budget process. **[Initial recommended risk factor percentages are included below for illustrative purposes for the current fiscal year]**

Calculation and Risk Factors Used

Revenue Risk

General Sales Decrease Economic Recession
Purpose: Cover fixed costs due to large scale economic shock like the Great Recession of 2008- 2012. The fixed costs represent the total amount of operating expenses historically assumed or experienced to be fixed and add debt service, the necessary 10% coverage of debt service as well as the PILOT to the City.
[The cash reserve will include 7.0% of fixed costs over a 12-month period]

Loss of Top Customer
Purpose: Cover fixed costs due to the loss of one of the top customers and represents loss of sales due to conservation efforts.
[The cash reserve will include 3.1% of fixed costs over a 12-month period]

Interest Income

Purpose: Address risk of loss of interest income on invested cash.
[The cash reserve will include up to 100 basis points (1%) of interest income from short-term investments over a 12-month period]

Expense Risk

Treatment and Disposal
Purpose: Address risk of an increase in the cost of treatment and disposal.
[The cash reserve will include a 3.0% assumed variance on an increase in treatment and disposal over a 12-month period]

Other expenses – Collection, Lab Services and Administration & General

Purpose: Address risk of operating expenses incurred by the department. **[The cash reserve will include a 1.0% assumed variance for a small increase in operating expenses over a 12-mont period]**

Working Capital

Purpose: Represents a level of cash on hand to address the billing cycle (up to 60 days to convert WPC treatment and delivery costs to an account receivable to cash).
[The cash reserve will include up to an assumption of 90 days of working capital]

Capital Reserve

Purpose: Represents a level of cash on hand to allow for the flexible execution of both routine and unexpected capital projects.
[The cash reserve will include up to the average annual depreciation levels]

Targeted Cash Reserve Calculation

The targeted cash reserve calculation considers the risk “in total” and not each individual category. The recommended level is $16.5 million. If certain events occur that results in cash reserves falling below the targeted cash reserve levels, the Manager should make recommendations to the City Council to restore cash reserves to the targeted levels over the subsequent three years. These actions may include several options:

- rate adjustments
- cost reductions
- issuance of bonds to fund capital improvement programs rather than the use of “PayGo”.
- funds on hand
- modification of the assumptions used to determine the cash reserve levels.

It is important to emphasize this is a recommended targeted cash reserve. Actual cash reserves may vary substantially above the target and is dependent of the life cycle of assets, future capital plan, rate setting policies, and debt policies. The cash reserve calculation should be updated annually as part of the budget process.

Glossary

Financial Terminology

Accrual Basis of Accounting

The basis of accounting under which revenues are recorded when earned and expenditures are recorded as soon as they result in liabilities for benefits received.

Accounting System

The collective set of records and procedures used to record, classify, and report information on the financial status and operations of the city. The city currently uses Munis.

Accounts Payable

Amounts owed by the city to external entities for goods and services received.

Accounts Receivable

Amounts due to the city from external entities for goods and services.

Adopted Budget

The title of the budget following its formal adoption by resolution of the council

Ad Valorem

In proportion to value, a basis for levy of taxes on property.

Annual Comprehensive Financial Report (ACFR)

Audited financial statements submitted to the Mayor, City Council, and City Manager by the Finance Director on an annual basis.

Appropriation

An authorization made by the City Council to make expenditures and incur obligations for specific purposes.

Assessed Valuation

The dollar value assigned to real estate or other property as a basis for levying taxes.

Asset Management

Lifecycle management of an infrastructure asset to provide the required level of service in the most cost-effective manner. Activities include project planning, design and construction, commissioning, operations and maintenance, repair, replacement, upgrade, restoration, modernization, or refurbishment and decommissioning or disposal.

Audit, external

An examination of city records and accounts by an external source to check their validity and accuracy. A systematic collection of the sufficient, competent evidential matter needed to attest to the fairness of management’s assertions in the financial statements or

to evaluate whether management has efficiently and effectively carried out its responsibilities.

Audit, internal

An examination of city records and/or processes by an internal source to provide an assessment to improve the economy, efficiency, and effectiveness of city government.

Balanced Budget

A budget in which planned expenditures do not exceed planned funds available. For budgeting purposes, the use of contingency reserves or use of fund balance will be considered revenue in defining a balanced budget.

Bond

A written promise to pay a specified sum of money (called the face value or principal amount) at a specified date in the future (the maturity date), together with periodic interest at a specified rate.

Budget

A plan of financial operation embodying an estimate of proposed expenditures for a given period and the proposed means of financing them. Independence's Operating Budget encompasses one fiscal year, as does the Capital Improvement Program appropriation.

Budget Adjustment

This is a supplemental increase or decrease to the approved budget approved by the City Council via a resolution or meeting minute motion. Budget Calendar – The schedule of key dates or milestones which a government follows in the preparation and adoption of the budget.

Budget Document

The official written statement prepared by the Finance Department and supporting staff, which represents the proposed budget to the legislative body.

Capital Assets

Purchases or acquisitions of assets with an initial individual cost of more than$100,000 and an estimated useful life more than one year. Categories include land, buildings, equipment, infrastructure assets (roads, bridges, traffic signals, water and sewer systems, drainage systems) and other similar categories.

Capital Improvement Plan

Acronym: CIP
A multi-year plan for capital expenditures to be incurred each year over a fixed period of years to meet capital needs.

Capital Project Funds

Funds that are utilized to account for resources used for the acquisition and construction of capital facilities by the city, except for those assets financed by proprietary funds.

Capital Outlay

Equipment (fixed assets) with a value $5,000 or more and an estimated useful life of more than one year, such as automobiles and office furniture, which appear in the operating budget.

Community Development Block Grant (CDBG)

Funds allocated to local government from the federal government, usually through a local clearinghouse based on a formula, but required to be applied for and used within a broad functional area such as community development.

CID

Community Improvement District

Cost Allocation

A method used to charge General Fund overhead costs to other funds, such as Enterprise funds and Internal Service funds.

Debt Service

The cost of paying principal and interest on borrowed money according to a predetermined payment schedule.

Deficit

When the expenditures of a government are greater than its taxes and other revenues.

Deferred Maintenance

A backlog of needed repairs to city facilities including facility maintenance, painting and structural repairs.

Depreciation

The expense incurred with the expiration of a capital asset

Direct Costs

Operational expenditures exclusive to a specific service or program.

Discretionary Revenue

Revenue received or collected which is not restricted in use and can be used for any city expenditure.

Encumbrance

The commitment of appropriated funds to purchase an item or service.

Enterprise Fund

A fund established to account for operations that are financed and operated in a manner similar to private business enterprises and are intended to be entirely self supported.

Expenditure

The spending of funds set aside by appropriation for identified goods and services.

Fines and Forfeitures

A Revenues received and/or bail monies forfeited upon conviction of a misdemeanor or municipal infraction.

Fiduciary Fund

A fund used to account for assets held by a government in a trustee capacity or as an agent for individuals, private organizations, other governments and/or other funds.

Fiscal Policy

A government's policies with respect to revenues, spending, and debt management as these relate to government services, programs and capital investment.

Fiscal Year

A 12-month period designated as the operating year for accounting and budgeting purposes in an organization. The city of Independence's fiscal year is July 1 to June 30.

Fixed Assets

Assets of long-term character that are intended to continue to be held or used, such as land, buildings, machinery, furniture, and other equipment.

Full-Time Equivalent (FTE)

The hours worked by one employee on a full-time basis, used to convert the hours worked by several part-time employees into the hours worked by full-time employees. One full-time position equates to 2,080 annual hours, and two employees each working 1,000 annual hours equals 1.0 full-time equivalent employee.

Fund

An independent fiscal and accounting entity with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves, and equities.

Fund Balance

The excess of the assets of a fund over its liabilities, reserves, and carryover.

Generally Accepted Accounting Principles

Acronym: GAAP
Uniform minimum standards for financial accounting and recording, encompassing the conventions, rules, and procedures that define accepted accounting principles.

General Fund

The primary fund used by a government entity. This fund is used to record all resource inflows and outflows that are not associated with special-purpose funds.

General Obligation Bonds

Bonds backed by the full faith and credit of the issuing government.

Governmental Accounting Standards Board

Acronym: GASB
The authoritative accounting and financial reporting standard-setting body for government entities.

Grant

A contribution by one governmental unit to another. The contribution is usually made to aid in the support of a specified function.

Indirect Costs

Costs associated with, but not directly attributable to, the provision of a product or service.

Infrastructure

The physical assets of a government (e.g., streets, water, sewer, public buildings and parks).

Intergovernmental Revenue

Funds received from federal, state and other local government sources in the form of grants, shared revenues, and payments in lieu of taxes.

Interfund Transfers

Payments from one fund to another fund, primarily for work or services provided.

Internal Service Fund

A fund that provides services to all city departments and bills the various other funds for services rendered.

Long-Term Debt

Debt with a maturity of more than one year after the date of issuance.

Mandated Program

A requirement by the State or Federal government that the city perform a task, perform a task a particular way or perform a task to meet a particular standard, often without compensation from the higher level of government.

Modified Accrual Basis of Accounting

A basis of accounting used in governmental fund types where revenues are recognized when they become both measurable and available to finance expenditures.

One-time Expenditures and/or Revenues

Used for onetime projects or services. After the project or service is completed, expenditures and/or revenues are terminated and are not considered part of the budget for the following year.

Operating Budget

The portion of the budget pertaining to daily operations that provide basic governmental services.

Operating Expenses

The cost for personnel, materials and equipment required for a department to function.

Performance Measures

Process of collecting, analyzing and/or reporting regarding the accomplishments toward a goal by department.

Personnel

Costs associated with providing the staff necessary to provide the desire levels of service.

Proposed Budget

The title of the budget prior to its formal adoption by resolution of the City Council.

Proprietary Fund

Accounts for services for which the city charges a fee, internally and externally. There are two types of proprietary funds, enterprise and internal service.

Reserve

An account used either to set aside budgeted revenues that are not required for expenditure in the current budget year or to earmark revenues for a specific future purpose.

Revenue

Sources of income financing the operations of government.

Special Assessment

A compulsory levy made against certain properties to defray all or part of the cost of a specific capital improvement or service deemed to benefit primarily those properties.

Special Revenue Fund

A fund used to account for the proceeds of specific revenue sources that are legally restricted to expenditure for specified purposes.

Taxes

Mandatory charges levied by a governmental unit for the purpose of financing services performed for the common benefit.

Tax Increment Financing

Acronym: TIF
A tool used to publicly finance needed public improvements and enhanced infrastructure in a defined area to promote the viability of existing businesses and attract new commercial enterprises.

Tax Levy

The resultant product when the tax rate per one hundred dollars is multiplied by the tax base.

Transfers

Legally authorized financial transaction occurring between a fund receiving revenue to the fund through which the resources are to be expended.

Unassigned Fund Balance

The residual classification for the government's General Fund and includes all amounts not contained in the other classifications.

User Fees

The payment of a fee for direct receipt of a public service by the party who benefits from the service.

Variance

Difference between budgeted and actual amounts.

Working Capital

The amount of current assets that is in excess of current liabilities.

Organization-specific Terminology

Community Facilities District (CFD)

A designated area for specific capital improvements installed by the city or a developer, or the maintenance of the same. The property owners receiving the benefit of the improvements pay an assessment on their property tax bills.

LAGERS

Local Government Employees Retirement System.

BILL NO 26-003

ORDINANCE NO. 19811

AN ORDINANCE ADOPTING THE ANNUAL OPERATING AND CAPITAL BUDGETS OF THE CITY OF INDEPENDENCE, MISSOURI, FOR THE FISCAL YEAR JULY 1, 2026 - JUNE 30, 2027, ESTIMATING THE REVENUES FOR SAID FISCAL YEAR; APPROPRIATING SUMS FOR THE PURPOSES STATED IN SAID BUDGET, ESTABLISHING OPERATING TRANSFERS, DESIGNATING FUND BALANCE ALLOCATIONS, ESTABLISHING THE AUTHORIZED TABLE OF ORGANIZATION, AND DESIGNATING THOSE WHO MAY MAKE A REQUISITION FOR ENCUMBRANCES AGAINST APPROPRIATIONS.

WHEREAS, in accordance with Section 8.5 of the City Charter, the City Council does hereby adopt the Budget for the 2026-27 Fiscal Year, including estimates of revenues to be received and appropriations for authorized expenditures; and,

WHEREAS, said appropriations and authorizations are not in excess of the estimate of revenues from property taxes, other authorized charges and fees and other available resources set forth in said Budget; and,

WHEREAS, the City Council has held a Public Hearing for public comment and input on June 1, 2026 for the July 1, 2026 - June 30, 2027, Proposed Annual Budget as required by Section 8.4 of the City Charter;

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

SECTION 1. That the statements and schedules hereinafter set forth are hereby adopted for the purposes as set forth in the Budget for the City of Independence, Missouri, for the fiscal year July 1, 2026 - June 30, 2027.

SECTION 2. That upon the recommendation of the City Manager and with the approval of the City Council, supplemental appropriations may be made from unappropriated fund balances. Appropriation transfers of any amounts within any specific appropriation item listed on this ordinance require only the approval of the City Manager.

SECTION 3. That the detailed estimated revenues of the City for the fiscal year July 1, 2026 - June 30, 2027, are set forth in said Budget in budget summary schedules.

SECTION 4. That the attached budget message, budget summaries, and detail of appropriation accounts are hereby made a part of this ordinance, the same as if contained herein in full.

SECTION 5. That the following statement of appropriations, designations and requisitioning authority for the departments/purpose listed below for the General Fund is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

GENERAL FUND (002) APPROPRIATIONS

Department	Requisitioning Authority	Amount
City Manager	City Manager	$1,294,699
Community Development	Community Development Director	7,957,810
Debt Service	Finance Director	1,607,300
Finance	Finance Director	658,346
Fire	Fire Chief	~~28,014,620~~ 28,383,408
Health & Animal Services	Health & Animal Services Director	~~368,788~~ 0
Mayor & City Council	City Manager	1,096,903
Municipal Court	Presiding Judge	1,454,121
Municipal Services	Municipal Services Director	6,492,219
Non-Departmental	City Manager	1,007,509
Parks and Recreation	Parks and Recreation Director	1,859,696
Police	Police Chief	40,219,026
Trnsfr to Capital Project Fund 057	Finance Director	280,000
Trnsfr to Animal Shelter Use Tax 010	Health & Animal Services Director	$75,000
Total		$92,386,036

SECTION 6. That the following statement of appropriations, designations, and requisitioning authority for the departments/purposes for the Special Revenue Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

TOURISM FUND (004) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Parks|Recreation|Tourism	Parks|Recreation|Tourism Director	$2,215,263
Trnsfr to Capital Project Fund 059	Finance Director	$550,000
	TOTAL TOURISM FUND	$2,765,263

STREET IMPROVEMENTS SALES TAX FUND (011) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$1,644,235
Debt Service	Finance Director	1,797,600
Trnsfr to Capital Project Fund 051	Finance Director	$17,410,055
	TOTAL STREET IMPROVEMENTS SALES TAX FUND	$20,851,890

PARK IMPROVEMENTS SALES TAX FUND (012) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Parks|Precreation|Tourism	Parks|Recreation|Tourism Director	$6,814,200
Trnsfr to Capital Project Fund 059	Finance Director	$1,360,000
	TOTAL PARK IMPROVEMENTS SALES TAX FUND	$8,174,200

STORM WATER IMPROVEMENTS SALES TAX FUND (013) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$4,352,596
Trnsfr to Capital Project Fund 058	Finance Director	$2,380,000

	TOTAL STORM WATER IMPROVEMENTS SALES TAX FUND	$6,732,596

POLICE PUBLIC SAFETY SALES TAX FUND (016) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	$4,969,044
Trnsfr to Capital Project Fund 052	Finance Director	$0
	TOTAL POLICE PUBLIC SAFETY SALES TAX FUND	$4,969,044

FIRE PUBLIC SAFETY SALES TAX FUND (017) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Fire	Fire Chief	$10,383,433
Debt Service	Finance Director	$2,978,700
Trnsfr to Capital Project Fund 053	Finance Director	$0
	TOTAL FIRE PUBLIC SAFETY SALES TAX FUND	$13,362,133

POLICE USE TAX FUND (018) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	$5,545,936
	TOTAL POLICE USE TAX FUND	$5,545,936

PROP PD SALES TAX FUND (067) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	~~$6,611,603~~ $5,175,177
	TOTAL PROP PD SALES TAX FUND	$5,175,177

MARIJUANA SALES TAX FUND (065) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	$640,729
Fire	Fire Chief	$120,000
Debt Services	Director of Finance	$328,625
	TOTAL MARIJUANA SALES TAX FUND	$1,089,354

ANIMAL SHELTER USE TAX FUND (010) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Health & Animal Services	Health & Animal Services Director	$1,140,711
	TOTAL ANIMAL SHELTER USE TAX FUND	$1,140,711

HEALTH & ANIMAL SERVICES FUND (005) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Health & Animal Services	Health & Animal Services Director	$1,783,715
	TOTAL HEALTH & ANIMAL SERVICES FUND	$1,783,715

PARKS HEALTH & RECREATION LEVY FUND (007) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Parks and Recreation	Parks and Recreation Director	$2,079,102
	TOTAL PARKS HEALTH & RECREATION LEVY FUND	$2,079,102

EVENTS CENTER COMMUNITY IMPROVEMENT DISTRICT (445) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Events Center	Parks|Recreation|Tourism Director	$8,283,133
	TOTAL EVENTS CENTER IMPROVEMENT DISTRICT FUND	$8,283,133

SECTION 7. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Enterprise Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

POWER AND LIGHT FUND (020) APPRIOPRIATION

Department/Purpose	Requisitioning Authority	Amount
Power and Light	Power and Light Director	$223,356,425
Debt Service	Finance Director	$8,634,000
Trnsfr to Capital Project Fund 021	Finance Director	$41,477,400
	TOTAL POWER AND LIGHT FUND	$273,467,825

SANITARY SEWER FUND (030) APPRIOPRIATION

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	~~$27,288,763~~
		$31,488,762
Debt Service	Finance Director	$6,250,000
Trnsfr to Capital Project Fund 031	Finance Director	$6,090,000
	TOTAL SANITARY SEWER FUND	$43,828,762

WATER FUND (040) APPRIOPRIATION

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$32,125,992
Debt Service	Finance Director	$2,544,000
Trnsfr to Capital Project Fund 041	Finance Director	$9,940,000
	TOTAL WATER FUND	$44,609,992

SECTION 8. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Internal Service Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

CENTRAL GARAGE FUND (090) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$3,824,128
	TOTAL CENTRAL GARAGE FUND	$3,824,128

STAYWELL HEALTH CARE FUND (091) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Staywell	Finance Director	$26,356,000
	TOTAL STAYWELL HEALTH CARE FUND	$26,356,000

WORKERS COMPENSATION FUND (092) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Workers Comp	Finance Director	$5,172,597
	TOTAL WORKERS COMPENSATION FUND	$5,172,597

RISK MANAGEMENT FUND (093) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Risk Management	Finance Director	$5,917,000
	TOTAL RISK MANAGEMENT FUND	$5,917,000

ENTERPRISE RESOURCE PLANNING FUND (095) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
ERP	Finance Director	$15,800,741
Trnsfr to Capital Projects 096	Finance Director	$1,134,500
	TOTAL ENTERPRISE RESOURCE PLANNING FUND	$16,935,241

SECTION 9. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Special District Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

EVENTS CENTER APPROPRIATIONS (045)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$6,353,000
	TOTAL EVENTS CENTER APPROPRIATIONS	$6,353,000

SECTION 10. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Tax Increment Financing Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

SANTA FE TIF (108)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$539,600
	TOTAL SANTA FE TIF	$539,600

CRACKERNECK CREEK TIF (118)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$6,487,000
	TOTAL CRACKERNECK CREEK TIF	$6,487,000

CENTERPOINT TIF (122)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$5,635,100
	TOTAL CENTERPOINT TIF	$5,635,100

TIF SUPPLEMENTAL FUND (195)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$5,000

TOTAL TIF SUPPLEMENTAL FUND $5,000

SECTION 11. That the following statement of appropriations, designations and requisitioning authority for the Capital Improvement Projects Budget listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations. Upon completion of any capital improvement project, and after all related obligations have been satisfied, any remaining unencumbered appropriation balance may be transferred to another authorized capital improvement project with approval of the City Manager or designee.

STREET IMPROVEMENTS CAPITAL FUND (051)

Project Name	Amount
112504 - Dump Truck	$325,000.00
112410 - Springbranch Garage Complex	280,000.00
112201 - Pavement Preventative Maintenance Operations	4,600,000.00
112203 - Emergency Transportation Projects	250,000.00
112501 - Fairmount Loop Trail	900,000.00
112502 - Bridge Program	150,000.00
112503 - Sidewalks Program	100,000.00
112601 - 23rd St Safety & Mobility Improvements	1,000,000.00
112602 - Traffic System Improvements	$120,000.00
112603 - Englewood Roundabout & Winner Road Upgrades	4,427,789.00
FY 26 projected expenses	$0.00
112401 - Truman Connected Phase 2	4,907,266.00
112702 - 44th Street Traffic Calming/Sidewalks	100,000.00
112703 - ADA Compliance Program - Streets	250,000.00
	$17,410,055

PARK IMPROVEMENTS CAPITAL FUND (059)

Project Name	Amount
TMB Roof Replacement	$550,000
Playground Revitalization	800,000
Toro 5900 Mower	125,000
Palmer Center Roof	115,000
George Asphalt Work	150,000
	$1,910,000

BUILDINGS AND OTHER IMPROVEMENTS CAPITAL FUND (057)

Project Name	Amount
Springbranch Garage Complex	$280,000
	$280,000

STORMWATER IMPROVEMENT CAPITAL FUND (058)

Project Name	Amount
132701 - Hydrovac Truck	$300,000
132410 - Springbranch Garage Complex	280,000
130508 - Trenchless Technologies	100,000
131802 - Emergency Projects	500,000
132501 - Bundschu Regional Detention Basin	1,000,000
132702 - Rock Creek Tributary	200,000

$2,380,000

POWER & LIGHT CAPITAL FUND (021)

Project Name	Amount
Substation Fiber Optic Network Equip. Replacement	$100,000
Traffic Signal Detection Systems	150,000
Construction of a New Substation S - Phase I 69/13 kV Station	6,500,000
Construct New Transmission Sys to Serve New Sub S	500,000
Service Center Upgrades	500,000
161 kV Line Terminal & Control Building at Sub A	4,800,000
Replace 4 - 100 MVA 161/69kV Substation Transformers.	4,000,000
DAQ IOE3 Remote Terminal Unit Upgrade (NERC CIP Compliance & EPL)	100,000
Sub R Country Meadows New 13 kV Feeder	1,000,000
SCADA EMS Software Upgrade 2027	425,000
161 kV Line Terminal at Sub M	4,000,000
H-6 Combustion Turbine Inspection	1,600,000
Sub H 69/13 kV Rebuild	500,000
Emergency Replacement of Transmission Poles	250,000
Advanced Utility Systems – CIS Infinity Upgrade to V5	500,000
Emergent Maintenance Production	532,400
Substation & Transmission Upgrade & Replacement	265,000
T&D Road Improvement Projects	500,000
T&D System Improvements	500,000
Desert Storm Switchgear Cabinets	250,000
Substation Modeling	100,000
Fleet Vehicle & Equipment 10 Year Replacements	450,000
AMI	8,000,000
Transmission Pole Replacement Program	$300,000
Sub H Gas Compressors	2,000,000
H-5 Radiator Replacement	100,000
Sub-I Generator Protection Relays	130,000
161 kV Line Terminal at Sub A/Blue Valley	500,000
161 kV Line Terminal at Blue Mills	500,000
Joint Use Audit	2,000,000
Sub E to Sub B 69kV Line	150,000
Hypervisor Upgrade	150,000
Fiber Optic Network	125,000
	23,899,000
	$41,477,400

SANITARY SEWER CAPITAL FUND (031)

Project Name	Amount
302701 - Hydrovac Truck	$300,000
302410 - Springbranch Garage Complex	2,140,000
9757 - Trenchless Technology	650,000
302004 - Neighborhood Projects	250,000
302601 - Golden Acres Sanitary Sewer Improvements	250,000
302602 - 24th & Scott	100,000
302604 - Lateral Reroute and Replacement Program	100,000
302301 - Sludge Thickening Process Improvements	500,000

302203 - Sanitary Sewer Main Relocations from Streambanks	250,000
302702 - Switch Gear Installation RCTP, RCPS, SCPS	120,000
302703 - Motor Control Center Upgrades	750,000
302704 - Primary Thickener Basin and Mixing Basin Replacement	200,000
302705 - Aeration Basin Diffuser Replacement	150,000
302706 - Pump Station Improvements	330,000
	$6,090,000

WATER CAPITAL FUND (041)

Project Name	Amount
402410 - Springbranch Garage Complex	$2,140,000.00
9749 - Main Replacement Program	2,000,000.00
401003 - Future Prod Wells	1,750,000.00
401703 - Maintenance Building at CBP	200,000.00
402602 - CBP Operation Building Upgrades	250,000.00
402603 - CBP Valve Improvements	250,000.00
402605 - Service Line Upgrades	1,000,000.00
401402 - Lagoon Cleanout	250,000.00
402207 - CB Electrical Switchgear Improvements	100,000.00
402609 - Advanced Metering Infrastructure (AMI)	500,000.00
402701 - Paint Wests Washwater Tower	1,000,000.00
402702 - Slaker #4 Replacement	500,000.00
	$9,940,000

EVENTS CENTER CAPITAL FUND (046)

Project Name	Amount
Annual Landscaping Improvements #27-1	35,000
Annual Concrete Repairs #27-2	100,000
Purchase Ice Deck 15 Sheets #27-3	5,158
Annual Ice Plant Maintenance #27-4	112,761
Remodel Craft Beverage Corner #27-5	106,709
Add Backside to Monument Sign #27-6	70,000
Replace Parking Lot LED signs #27-7	67,550
Add Additional LED Parking Lot Lights #27-8	32,400
Community Ice Improvements #27-9	100,000
Replace Remaining RTUs #27-10	540,000
Rebuild Bowl Exhaust Fans #27-11	40,000
Replace Walk-In Refrigerator and Freezer AC Unit #27-12	90,000
Assess Surge Protective Devise Functionality #27-13	3,500
Replace Smoker Oven #27-14	20,000
Replace Tilt Skillet #27-15	26,000
Purchase New Fork Life #27-16	60,000
Purchase FF&E for Building Expansion #27-17	90,000
Contingency – 10%	149,908
	$1,648,986

SECTION 12. That the staffing contained within the Budget represents the authorized Table of Organization for the City. Furthermore, the City Manager is authorized to make changes to the authorized Table of Organization provided that said changes do not authorize expenditures in excess of currently approved appropriations.

SECTION 13. That outstanding encumbrances as of the end of the 2025-26 fiscal year are hereby

authorized to be reappropriated in the 2026-27 fiscal year for the same purposes as that of the outstanding encumbrance.

SECTION 14. That the balance of unexpended funds in the following accounts in the General Fund are hereby authorized to be reappropriated in the 2026-27 fiscal year to be spent for purposes as previously authorized the City Council:

4513 Police Department Police Forfeitures

SECTION 15. That the balance of unexpended funds authorized by previous City Council action for the Community Development Block Grant and HOME Program Grant are hereby authorized to be reappropriated in the 2026-27 fiscal year to be spent for the same purposes as previously authorized by the City Council.

SECTION 16. That included in the Non-Departmental section of each of the major funds is an amount set aside for a subsequent transfer to applicable operating departments based on actual amounts incurred. These amounts may include employee pay adjustments and periodic payments of accumulated leave time for employees leaving City employment. The Finance Director is hereby authorized to transfer these appropriation amounts to applicable operating departments based on actual expenditures up to the amount designated for each purpose in the approved budget document.

SECTION 17. That the City Council periodically authorizes the acceptance of grants from various entities on behalf of City Operating Departments. Whenever the grant period does not match the City's fiscal year or when expenditures are not incurred in the same time frame as originally anticipated in the grant acceptance document, the Finance Director is hereby authorized to carryover these unexpended grant appropriations (including amounts appropriated as required City matching funds) to the 2026-27 fiscal year with these funds being limited in use for the sole purpose as designated in the original grant acceptance document as approved by prior City Council action.

SECTION 18. That unexpended Capital Budget appropriations are hereby authorized to be carried over to the 2026-27 fiscal year for the individual capital project purposes and from the funding sources as previously authorized by the City Council.

SECTION 19. That a copy of this ordinance shall be kept on file in the office of the City Clerk.

SECTION 20. That all ordinances in conflict herewith are hereby repealed.

SECTION 21. That this ordinance shall go into effect upon the date of its adoption.

PASSED THIS 15th DAY OF June, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Suzanne Nolin
City Clerk

I hereby certify that there is a balance otherwise unencumbered, to the credit of the appropriation to which the foregoing

APPROVED - FORM AND LEGALITY

City Counselor

REVIEWED BY:

City Manager

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

Source is: As Indicated Above

Director of Finance
City of Independence, Missouri

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-056 **1R** An ordinance approving the issuance of Tax Increment and Special District Revenue Bonds (Wally's Redevelopment Project), Series 2026, in an aggregate principal amount not to exceed $12,000,000, by the Industrial Development Authority of the City of Independence, Missouri and authorizing certain other actions and documents in connection therewith. **1R Read**

Recommendations:

Council approval is recommended.

Background:

The Wally's Tax Increment Financing Plan (the "Redevelopment Plan") was submitted for consideration by Wally's Independence MO Owner LLC (the "Developer") and was approved by City Council on December 15, 2025 by passage of Ordinance No. 19768. The City and the Developer entered into a Redevelopment Agreement on February 17, 2026 that calls for the issuance of obligations to provide funds to pay reimbursable project costs under the Redevelopment Plan.

The redevelopment project will remove blighted buildings and redevelop the area described under the Redevelopment Plan into an approximately 54,000 square foot travel center, including fuel pumps, landscaping, parking and other amenities and public and private infrastructure. Approximately $9,875,000 will be spent on improvements to streets and intersections, including improvements to I-70 ramps and Noland Road. Under the Redevelopment Plan, tax increment financing revenues (including incremental property and sales taxes) and transportation development district revenues will be collected to fund reimbursable project costs. The Redevelopment Plan requires a 50% surplus of payments in lieu of taxes for distribution to the taxing districts in each year.

The total development costs are estimated at approximately $52,950,000 and the portion agreed to be reimbursable from tax increment financing and transportation development district revenues is $8,605,401 plus financing and administration expenses. A transportation development district is being formed that will impose a 1.0% sales tax on the redevelopment area and a special assessment to serve as a backstop in case property tax increment revenues underperform expectations.

The bonds will be sized to fund the most reimbursement possible based on projected ability to repay from tax increment financing and transportation development district revenues and based on costs associated with issuing the bonds, including providing for a reserve fund deposit, capitalized interest during the construction period and consultant fees incurred in the issuance process.

The bonds will be issued by the Industrial Development Authority (IDA) of the City of Independence, Missouri. The City will have no payment obligation other than to transfer project revenues it has received to the bond trustee. The Financing Agreement contains the following language:

> *Limitation on Source of Payments from City*. The monetary obligation of the City under this Financing Agreement is strictly limited to the transfer of Pledged Revenues to the Trustee. Under no circumstances shall the City be asked to make any payment from a source other than the Pledged Revenues consisting of PILOTS, EATS and TDD Revenues (to the extent held or controlled by the City) and no general fund or other funds of the City shall be payable with respect to this Financing Agreement or the Bonds.

Approval of this Ordinance will allow the IDA to move forward with the issuance of the bonds.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Bond Ordinance
2. Cooperative Agreement (TDD)
3. Financing Agreement
4. TCA

BILL NO. _____

ORDINANCE NO. ____

AN ORDINANCE APPROVING THE ISSUANCE OF TAX INCREMENT AND SPECIAL DISTRICT REVENUE BONDS (WALLY'S REDEVELOPMENT PROJECT), SERIES 2026, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $12,000,000, BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF INDEPENDENCE, MISSOURI AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Independence, Missouri (the "City"), is a constitutional charter city and political subdivision of the State of Missouri duly created, organized and existing under the constitution and laws of the State of Missouri; and

WHEREAS, the City has approved the Wally's Tax Increment Financing Plan (the "Redevelopment Plan") and entered into a Redevelopment Agreement dated as of February 17, 2026 (the "Redevelopment Agreement") with Wally's Independence MO Owner, LLC (the "Developer"), that provides for the issuance of bonds for the purpose of financing the costs of constructing certain project improvements described in the Redevelopment Agreement (the "Project"); and

WHEREAS, pursuant to the Transportation Development District Act, Sections 238.200 to 238.280, inclusive, of the Revised Statutes of Missouri, as amended (the "TDD Act") and a judgment of the Circuit Court of Jackson County, Missouri, the court approved the formation of the Wally's Transportation Development District (the "TDD") for the purpose of financing a portion of the Project; and

WHEREAS, The Industrial Development Authority of The City of Independence, Missouri (the "Authority") is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri (the "Act"), among other things, to (a) acquire, whether by purchase, exchange, gift, lease or otherwise, and improve, maintain, equip and furnish one or more projects, including all real and personal properties, and (b) loan the proceeds of bonds or temporary notes to provide for the purchase, construction, extension, and improvements of projects, which projects may include the construction, extension, and improvement of public roads as well as the purchase, construction, extension and improvement of plants, buildings, structures, or facilities, whether or not now in existence, including the real estate, used or to be used as a public facility or commercial facility; and

WHEREAS, it is in the best interest of the City for the Authority to issue its Tax Increment and Special District Revenue Bonds (Wally's Redevelopment Project), Series 2026 (the "Series 2026 Bonds") for the purpose of providing funds to (i) pay certain costs of the Project, (ii) pay capitalized interest on the Series 2026 Bonds, (iii) fund a debt service reserve deposit to secure the Series 2026 Bonds, and (iv) pay the costs of issuance of the Series 2026 Bonds;

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

SECTION 1. Definitions of Words and Terms. All capitalized terms not elsewhere defined herein shall have the meanings set forth in Section 101 of the herein-authorized Indenture (the "Indenture").

SECTION 2. Authorization for the Bonds. The Authority is hereby authorized to issue and sell the Series 2026 Bonds described in the recitals hereto. The Series 2026 Bonds shall be sold to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") at the price to be specified in the herein-authorized Bond Purchase Agreement. The Series 2026 Bonds shall bear such dates, shall mature at such times, shall be in such forms, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner subject to the provisions, covenants and agreements and shall be secured as provided in the Indenture; *provided that*

(a) the aggregate principal amount of the Series 2026 Bonds shall not exceed $12,000,000;

(b) the true interest cost for the Series 2026 Bonds shall not exceed 8.00%;

(c) the underwriter's discount for the Series 2026 Bonds shall not exceed 2.75% of the principal amount of the Series 2026 Bonds;

(d) the Series 2026 Bonds shall have a final maturity not later than 2056; and

(e) the Series 2026 Bonds shall be subject to optional redemption not later than 2036.

SECTION 3. Approval of Indenture. The City hereby approves the execution and delivery of the Trust Indenture (the "Indenture") between the Authority and UMB Bank, N.A., as trustee (the "Trustee") for the above-stated purposes.

SECTION 4. Authorization of Documents. In connection with the Series 2026 Bonds the City is hereby authorized to execute and deliver the following documents:

(a) Financing Agreement (the "Financing Agreement"), by and among the Authority, the City, the TDD and the Developer;

(b) Tax Compliance Agreement (the "Tax Compliance Agreement"), by and among the Authority, the City, the TDD and the Trustee; and

(c) Cooperative Agreement (the "Cooperative Agreement"), by and among the City, the TDD and the Developer

(the "City Documents") in substantially the form presented to and reviewed by the City Council (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

SECTION 5. Limited Obligations. The monetary obligation of the City in connection with the Series 2026 Bonds shall be strictly limited to the transfer of Pledged Revenues to the Trustee. Under no circumstances shall the City be asked to make any payment from a source other than the Pledged Revenues consisting of PILOTS, EATS and TDD Revenues (to the extent held or controlled by the City) and no general funds or other funds of the City shall be payable with respect to the Financing Agreement or the Series 2026 Bonds.

SECTION 6. Execution of Documents. The City Manager, Finance Director and the City Clerk are hereby authorized and directed to execute and deliver the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 7. Preliminary and Final Official Statement. The proper officials of the City are hereby authorized to execute and deliver one or more certificates pertaining to the preliminary and final official statements relating to the Series 2026 Bonds, confirming the accuracy and/or declaring the finality of basic historical, demographic, employment, economic and housing information relating to the City.

SECTION 8. Further Authority. The officers of the City, including the City Manager, Finance Director and the City Clerk, are hereby authorized and directed to execute all documents, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make any changes or additions the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

SECTION 9. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

SECTION 10. Governing Law. This Ordinance shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

SECTION 11. Effective Date. This Ordinance shall take effect and be in full force as set forth in the City Charter.

[remainder of page intentionally left blank]

PASSED ON 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:

_____
City Manager

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (this "Agreement") is made and entered into as of _____ ___, 2026 by and among the **CITY OF INDEPENDENCE, MISSOURI,** a constitutional charter city organized and existing under the laws of the State of Missouri (the *"City"*), the **WALLY'S TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the *"TDD"*), and **WALLY'S INDEPENDENCE MO OWNER LLC**, a Missouri limited liability company (the *"Developer"* and collectively with the City and the TDD, the *"Parties"*).

RECITALS:

A. On _____, 2026, the Circuit Court of Jackson County, Missouri entered a Judgment and Order establishing the TDD.

B. The Board of Directors of the TDD has passed resolutions authorizing the TDD to execute this Agreement and the City Council has adopted an ordinance authorizing the City to execute this Agreement.

C. The Developer has authorized its execution of this Agreement by appropriate company action.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Redevelopment Agreement dated as of February 17, 2026 by and between the City and the Developer, as may be amended from time to time (the *"Redevelopment Agreement"*). Additionally, the following terms shall have the following meanings:

"TDD Sales Tax Revenues" means the revenues received by the TDD from the TDD Sales Tax, less TDD Annual Operating Costs, to the extent the same are not required to be deposited into the Special Allocation Fund by operation of the TIF Act.

"TDD Special Assessment" means the special assessment to be imposed by the TDD in the amount set out in the Financing Agreement(s) executed in connection with the issuance of TIF Obligations.

"TDD Special Assessment Revenues" means the revenues received by the TDD from the TDD Special Assessment.

Section 2. Authority of the City. The City has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 3. [Reserved].

Section 4. Authority of the TDD. The TDD has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary TDD proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the TDD, enforceable in accordance with its terms.

Section 5. Authority of the Developer. The Developer has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary Developer proceedings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 6. Construction of the District Projects.

(a) The Parties acknowledge that the TDD Project is included in the Redevelopment Project and the Work to be completed in accordance with the terms of the Redevelopment Agreement.

(b) Notwithstanding **Section 6(a)**, above, the Parties acknowledge that the City shall be responsible for completion of the Corridor Improvement Project in accordance with Section 5.5 of the Redevelopment Agreement.

Section 7. Approval, Maintenance and Transfer of the TDD Project.

(a) The City, as the applicable local transportation authority under the TDD Act, hereby approves the portion of the TDD Project that is not intended to be merged into the state highways and transportation system (the "Local Portion") for purposes of the TDD Act; provided, however, that such approval is not effective as any approval required under the Municipal Code, does not exempt the Developer from any zoning or site plan review process required by the Municipal Code and does not constitute the City's approval of any documents comprising the Approved Site Plans.

(b) The Developer and the TDD will cooperate to obtain approval from the Missouri Highways and Transportation Commission of any portions of the TDD Project that are intended to be merged into the state highways and transportation system, including compliance with Section 238.225 of the TDD Act and any requirements set forth by the Missouri Highways and Transportation Commission for such purpose.

(c) The Local Portion shall be built to the plans and specifications that are approved by the City in accordance with the Municipal Code and the Redevelopment Agreement. All portions of the TDD Project built in City rights-of-way or on City-owned property will be maintained by the City after the provisions of this subsection have been satisfied. Upon completion of all or any portion of the Local Portion, the Developer shall deliver to the City a completion certificate signed by a representative of the engineering firm responsible for the design of the improvements, certifying that the TDD Project, or portion thereof, has been completed in accordance with the final plans and specifications as approved by the City, and a certificate signed by Developer certifying that all sums due to the contractor with respect to the TDD Project, or portion thereof, have been paid. At or after delivery of such certificates, the Developer shall deliver appropriate documentation conveying the applicable portion(s) of the TDD Project to the City.

Section 8. [Reserved].

Section 9. TDD Sales Tax Revenues and TDD Special Assessment Revenues.

(a) The TDD has passed a resolution to, (1) and has received voter approval to, impose the TDD Sales Tax, and (2) impose the TDD Special Assessment.

(b) The TDD and the City expect the TDD Sales Tax to be collected by the Missouri Department of Revenue. The TDD shall cooperate with the Missouri Department of Revenue in all respects and as necessary for the collection by the Missouri Department of Revenue of the TDD Sales Tax and direct remittance of the proceeds of the TDD Sales Tax to the TDD. The TDD and the City expect the TDD Special Assessment to be collected by Jackson County, Missouri. The TDD shall cooperate with Jackson County, Missouri in all respects and as necessary for the collection by Jackson County, Missouri of the TDD Special Assessment and direct remittance of the proceeds of the TDD Special Assessment to the TDD.

(c) The TDD Sales Tax Revenues and TDD Special Assessment Revenues shall be received by the TDD and applied, subject to annual appropriation by the TDD, as provided in Section 6.2 of the Redevelopment Agreement and the provisions of the Financing Agreement.

(d) The TDD shall: (i) maintain the Wally's Transportation Development District Sales Tax Trust Fund (the "TDD Sales Tax Account") for deposit of all proceeds of the TDD Sales Tax received by the TDD and the Wally's Transportation Development District Special Assessment Trust Fund (the "TDD Special Assessment Account") for deposit of all proceeds of the TDD Special Assessment received by the TDD and pay any reasonable bank fees; (ii) maintain the TDD's checkbook, write checks, and arrange for check signatures by authorized TDD officers for payment of TDD-approved expenditures; and (iii) keep accurate records of the TDD Sales Tax Revenues and TDD Special Assessment Revenues collected and distributed in accordance with this Agreement and the Redevelopment Agreement.

(e) The TDD shall prepare or cause to be prepared financial statements, budgets and reports, and file the same, as and when required under the TDD Act and Section 105.145, RSMo.

(f) The TDD shall take all actions reasonably necessary for enforcement of the TDD Sales Tax and the TDD Special Assessment. The TDD may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the TDD deems reasonably necessary to secure the payment of the TDD Sales Tax and the TDD Special Assessment. The Developer covenants to cooperate and take all reasonable actions necessary to assist the TDD in the enforcement of the TDD Sales Tax and the TDD Special Assessment.

(g) The TDD hereby consents and agrees that 50% of the incremental revenues generated by the TDD Sales Tax shall constitute EATS and, pursuant to Section 99.845 of the TIF Act, be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund.

(h) So long as any TIF Obligations or other amounts payable from TDD Sales Tax Revenues pursuant to the Redevelopment Agreement are outstanding, the TDD Sales Tax may not be repealed or reduced. Nothing in this Agreement shall require the imposition of the TDD Sales Tax after the expiration of the voted authority for imposition of the same or beyond the authorized term of the TDD. So long as any TIF Obligations payable from TDD Special Assessment Revenues are outstanding, the TDD Special Assessment may not be repealed or reduced. Nothing in this Agreement shall require the imposition of the TDD Special Assessment after the expiration of the special assessment petition authority for imposition of the same or beyond the authorized term of the TDD.

(i) TDD Project costs shall be eligible for reimbursement upon acceptance by the TDD of a signed certification of such costs in the form set out in Exhibit D to the Redevelopment Agreement. The TDD

hereby appoints the City as its agent to review and approve each such Certificate of Reimbursable Redevelopment Project Costs in accordance with the terms of Section 4.2 of the Redevelopment Agreement. The City shall provide to the TDD and the TDD shall keep records of all Certificates of Reimbursable Redevelopment Project Costs approved by the City that include any costs approved as an "Amount Eligible for Payment from TDD Revenues," the total amount of costs so approved, and the amounts that, at any time, have been approved but have not yet been reimbursed.

(j) The TDD agrees to cause the officer of the TDD at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the TDD for each fiscal year a request for an appropriation of TDD Sales Tax Revenues for application pursuant to the Financing Agreement and the Bond Indenture, if any, and Section 6.2 of the Redevelopment Agreement.

Section 10. Financing of the District Projects.

(a) The TDD Project is expected to be financed through the issuance of the TIF Obligations, as contemplated by the Redevelopment Agreement. The TDD shall enter into the Financing Agreement, and, (1) subject to annual appropriation with respect to sales tax revenues, shall transfer and apply the TDD Sales Tax Revenues in the manner required by the Financing Agreement and the Indenture, as the means of paying the applicable portions of debt service on the TIF Obligations, and (2) shall transfer and apply the TDD Special Assessment Revenues in the manner required by the Financing Agreement and the Indenture, as the means of paying the applicable portions of debt service on the TIF Obligations. The Parties agree that the Indenture will include a mechanism to ensure that TDD Sales Tax Revenues and TDD Special Assessment Revenues are allocated to the payment of the portion of the TIF Obligations that are eligible under the TDD Act to be paid from such revenues.

(b) While any TIF Obligations are outstanding, the TDD shall not separately issue any bonds, notes or other obligations and shall not pledge any TDD Sales Tax Revenues or TDD Special Assessment Revenues that have been pledged to TIF Obligations to the repayment of any obligation senior to or on parity with the TIF Obligations (provided that a subordinate pledge may be made while the TIF Obligations are outstanding only if allowed under the Financing Agreement and consented to by the Developer).

(c) If TIF Obligations are not outstanding the TDD Sales Tax Revenues will be made available to finance the TDD Project pursuant to Section 6.2 of the Redevelopment Agreement and any TDD Special Assessment Revenues will be applied as provided for the TDD Revenues (as defined in the Redevelopment Agreement) in Section 6.2 of the Redevelopment Agreement.

(d) If TIF Obligations are outstanding but a portion of the TDD Sales Tax Revenues or TDD Special Assessment Revenues are not pledged to the TIF Obligations, the remaining TDD Sales Tax Revenues or TDD Special Assessment Revenues, as applicable, will be made available to finance the TDD Project pursuant to Section 6.2 of the Redevelopment Agreement.

Section 11. [Reserved].

Section 12. Continuing Existence of the TDD. The TDD will not take any action to dissolve the TDD until all TIF Obligations and other amounts payable from TDD Sales Tax Revenues and TDD Special Assessment Revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the TDD expires during such time, in which case the TDD may take appropriate action to wind up its affairs).

Section 13. District Administration. To ensure proper administration of the TDD, the TDD shall engage a law firm or another entity experienced in the administration of special taxing districts and

reasonably acceptable to and selected and approved by the Boards of Directors of the TDD, and reasonably acceptable to the City Manager, to assist in the administration of the affairs of the TDD.

Section 14. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 15. Waiver. Any Party's failure at any time hereafter to require strict performance by any other Party, as applicable, of any provision of this Agreement shall not waive, affect or diminish any right of a Party thereafter to demand strict compliance and performance therewith.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 17. Anti-Israel Discrimination. Pursuant to Section 34.600, RSMo., the Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Section 18. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 19. Further Acts. The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement, subject to any necessary legislative approvals, and provided that this shall not obligate the City to make any particular legislative or administrative approval.

Section 20. Modification. This Agreement shall not be amended, modified or canceled without the written consent of all parties to this Agreement.

Section 21. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the TDD and the Developer have caused this Agreement to be executed in their respective names and the City and the TDD have caused their respective seals to be affixed thereto, and attested as to the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Troy Anderson, City Manager

(SEAL)

ATTEST:

_____
Susanne Holland, City Clerk

WALLY'S TRANSPORTATION DEVELOPMENT DISTRICT

By: _____
_____, Executive Director

(SEAL)

Attest:

_____
_____, Secretary

WALLY'S INDEPENDENCE MO OWNER LLC,
a Missouri limited liability company

By: _____
Name:
Its:

EXHIBIT A

DESCRIPTION OF TDD PROJECT

The TDD Project includes the "Project" described in the petition for formation of the TDD.

FINANCING AGREEMENT

among

CITY OF INDEPENDENCE, MISSOURI,

WALLY'S TRANSPORTATION DEVELOPMENT DISTRICT,

WALLY'S INDEPENDENCE MO OWNER, LLC

AND

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF INDEPENDENCE, MISSOURI

Dated as of July 1, 2026

Relating to

$[Principal Amount**]**
Tax Increment and Special District Revenue Bonds
(Wally's Redevelopment Project)
Series 2026

FINANCING AGREEMENT

Table of Contents

Page

Parties 1
Recitals 1

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms 1

ARTICLE II

THE TDD

Section 2.1. Representations by the TDD 2
Section 2.2. Collection and Application of the TDD Sales Tax and Special Assessment 2
Section 2.3. Appropriation; Budget 3
Section 2.4. Records of the TDD 3
Section 2.5. Budget and Reporting Requirements 4
Section 2.6. Notice to Trustee of Operating Expenses 4
Section 2.7. Restriction on Transfer of TDD's Interests 4
Section 2.8. Indemnification 4

ARTICLE III

[RESERVED]

ARTICLE IV

THE ISSUER

Section 4.1. Representations by the Issuer 4
Section 4.2. Application of Proceeds 5
Section 4.3. Assignment by the Issuer 5
Section 4.4. Restriction on Transfer of Issuer's Interests 5
Section 4.5. Fees, Charges and Expenses of the Issuer 5

ARTICLE V

THE CITY; THE DEVELOPER; PROJECT ELIGIBLITY

Section 5.1. Representations by the City 5
Section 5.2. Application of Pledged Revenues; Pledge of Payments in Lieu of Taxes 6
Section 5.3. Covenant to Request Appropriations; Limitation on Obligation of City 6
Section 5.4. Enforcement of Bond Documents 7
Section 5.5. Representations by the Developer 8
Section 5.6. Project Eligibility 8

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default Defined 8
Section 6.2. Remedies on an Event of Default 9
Section 6.3. No Remedy Exclusive 9
Section 6.4. Agreement to Pay Attorneys' Fees and Expenses 9
Section 6.5. Issuer, City and District to Give Notice of an Event of Default 10
Section 6.7. Remedial Rights Assigned to the Trustee 10

ARTICLE VII

MISCELLANEOUS

Section 7.1. Terms of Financing Agreement 10
Section 7.2. Notices 10
Section 7.3. Performance Date Not a Business Day 10
Section 7.4. Binding Effect 10
Section 7.5. Amendments, Changes and Modifications 10
Section 7.6. Execution in Counterparts 10
Section 7.7. No Pecuniary Liability 10
Section 7.8. Entire Agreement 11
Section 7.9. Severability 11
Section 7.10. Governing Law 11
Section 7.11. Electronic Transmission 11

Signatures S-1

Exhibit A – Project Eligibility Budget
Exhibit B – Special Assessment Schedule

FINANCING AGREEMENT

This **FINANCING AGREEMENT** (this "Financing Agreement") is dated as of July 1, 2026 by and among the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the "City"), **WALLY'S TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the "TDD"), **WALLY'S INDEPENDENCE MO OWNER, LLC**, a Missouri limited liability company (the "Developer"), and **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF INDEPENDENCE, MISSOURI**, a public corporation organized and existing under the laws of the State of Missouri (the "Issuer," and collectively with the City, the TDD and the Developer, the "Parties").

RECITALS:

1. The Issuer is a public corporation duly organized under the laws of the State of Missouri and empowered under the provisions of Chapter 349 of the Missouri Revised Statutes, as amended (the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue revenue bonds for the purpose of providing funds to pay the costs of such projects upon such terms and conditions as the Issuer shall deem advisable.

2. The City and the Developer entered into a Redevelopment Agreement dated as of February 17, 2026 (the "Redevelopment Agreement"), that provides for the issuance of bonds for the purpose of financing the costs of constructing certain project improvements (the "Project").

3. Pursuant to a resolution of the Board of Directors of the Issuer adopted on _____ ___, 2026, the Issuer desires to issue its Tax Increment and Special District Revenue Bonds (Wally's Redevelopment Project), Series 2026 (the "Series 2026 Bonds," together with any additional bonds which may be issued pursuant to the Indenture, being the "Bonds"), in the principal amount of $[**Principal Amount**], for the purpose of providing funds to finance a portion of the costs of the Project.

4. The Parties are entering into this Financing Agreement pursuant to which the City and the TDD will transfer certain funds to be used to pay debt service of the Bonds and the Parties agree to certain other terms and conditions relating to the issuance of the Bonds.

AGREEMENT:

NOW THEREFORE, for and in consideration of the premises and the mutual representations, covenants and agreements contained herein, the Parties do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Unless the context requires otherwise, capitalized terms used in this Financing Agreement but not defined herein shall have the same meanings as set forth in **Section 101** of the Trust Indenture dated as of July 1, 2026 between the Issuer and the Trustee, related to the Bonds.

ARTICLE II

THE TDD

Section 2.1. Representations by the TDD. The TDD represents and warrants to the other Parties and the Trustee as follows:

(a) The TDD is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD Act.

(b) The TDD has lawful power and authority to enter into, execute and deliver this Financing Agreement and to carry out its obligations hereunder. By proper action of its Board of Directors, the TDD has been duly authorized to execute and deliver this Financing Agreement, acting by and through its duly authorized officers.

(c) The execution and delivery of this Financing Agreement, the consummation of the transactions contemplated by this Financing Agreement and the performance of or compliance with the terms and conditions of this Financing Agreement by the TDD will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the TDD is a party or by which it or any of its property is bound, or by any of the constitutional or statutory laws, rules, regulations or orders applicable to the TDD or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the TDD under the terms of any instrument or agreement to which the TDD is a party.

(d) There is no litigation or proceeding pending or threatened against the TDD or any other person affecting the right of the TDD to execute or deliver this Financing Agreement or the ability of the TDD to otherwise comply with the obligations under this Financing Agreement. Neither the execution and delivery of this Financing Agreement by the TDD, nor compliance by the TDD with its obligations under this Financing Agreement, require the approval of any regulatory body or any other entity, which approval has not been obtained.

(e) The TDD has duly completed all required proceedings and approvals in connection with the establishment of the TDD and the Project, and the imposition of the TDD Special Assessment, all in accordance with the TDD Act.

Section 2.2. Collection and Application of the TDD Sales Tax and Special Assessment.

(a) The TDD confirms that it has imposed the TDD Sales Tax at the rate of 1.0%. The TDD confirms that it has imposed, starting with calendar year 2028, the TDD Special Assessment at the rate described in **Exhibit B** hereto. In no event while Bonds are Outstanding under the Indenture shall the TDD take any action to repeal or reduce the amount of the TDD Sales Tax or TDD Special Assessment imposed; provided that nothing in this Financing Agreement shall require the imposition of the TDD Sales Tax or TDD Special Assessment after the expiration of the voted authority for imposition of the same or beyond the authorized term of the TDD.

(b) The TDD agrees that the administration, collection, enforcement and operation of its TDD Sales Tax and TDD Special Assessment shall be governed by the Redevelopment Agreement and the Cooperative Agreement.

(c) The records of TDD Revenues kept pursuant to the Cooperative Agreement shall be open to the inspection of officers of the Issuer, the Trustee, the City, the Bondholders and the general public to the extent allowed under Missouri law.

(d) Subject to annual appropriation by the TDD, the TDD hereby agrees to pay to the Trustee all TDD Sales Tax Revenues on deposit in the TDD Sales Tax Account (as defined in the Cooperative Agreement) on the tenth day (and if such day is not a Business Day, the next succeeding Business Day) of each calendar month during the term of this Financing Agreement.

(e) The TDD hereby agrees to pay to the Trustee all TDD Special Assessment Revenues on deposit in the TDD Special Assessment Account (as defined in the Cooperative Agreement) on the tenth day (and if such day is not a Business Day, the next succeeding Business Day) of each calendar month during the term of this Financing Agreement.

(f) The TDD hereby pledges to the Trustee, for the benefit of the Owners of the Bonds, as security for the payment of the principal of and redemption premium, if any, and interest on the Bonds, all of its right, title and interest in to and under, and grants to the Trustee a lien upon and security interest in, the TDD Special Assessment Revenues, to the extent that the same become and remain a part of the Trust Estate under the Indenture.

(g) TDD Annual Operating Costs shall be retained by the TDD from collections of the TDD Sales Tax and not the TDD Special Assessment.

Section 2.3. Appropriation; Budget. The TDD, by approval of this Financing Agreement, appropriates the TDD Sales Tax Revenues collected during the current fiscal year for application as provided in **Section 2.2(d)**. The TDD hereby covenants and agrees that the officer of the TDD at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the TDD's Board of Directors for each fiscal year a request for an appropriation of the TDD Sales Tax Revenues collected during such fiscal year for deposit in the Revenue Fund under the Indenture. The TDD shall deliver written notice to the Trustee no later than 15 days after the commencement of its fiscal year if the Board of Directors of the TDD has not appropriated the TDD Sales Tax Revenues received during such fiscal year. The parties hereto acknowledge and agree that the payment of TDD Sales Tax Revenues to the Trustee shall constitute currently budgeted expenditures of the TDD and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the TDD in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the TDD, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the TDD. The TDD's obligations under this Financing Agreement with respect to the TDD Sales Tax Revenues shall be from year to year only, and shall not constitute a mandatory payment obligation of the TDD in any ensuing fiscal year beyond the then current fiscal year. If in any fiscal year the Board of Directors of the TDD fails to adopt a budget, the budget for the prior fiscal year shall continue. Any TDD Sales Tax Revenues so appropriated are pledged by the TDD to payment of the Bonds and shall be transferred by the TDD to the Revenue Fund at the times and in the manner provided in **Section 2.2(d)**.

Section 2.4. Records of the TDD. Records of the TDD shall be kept in accordance with the Cooperative Agreement. The TDD will furnish to the Trustee, the Developer and the City annually within 180 days of the end of the TDD's fiscal year, a certificate of the Authorized TDD Representative to the effect that during the preceding fiscal year the TDD complied with the terms, covenants and provisions of this Financing Agreement.

Section 2.5. Budget and Reporting Requirements. The TDD shall comply with the budgetary and reporting requirements contained in the Revised Statutes of Missouri, including without limitation the TDD Act and Section 105.145, RSMO.

Section 2.6. Notice to Trustee of Operating Expenses. Promptly following the adoption of each annual budget by the Board of Directors of the TDD, the TDD shall provide written notice to the Trustee of the amount of TDD Annual Operating Costs included in such budget.

Section 2.7. Restriction on Transfer of TDD's Interests. The TDD will not sell, assign, transfer or convey its interests in the TDD Revenues or this Financing Agreement except pursuant to this Financing Agreement. Other than the Redevelopment Agreement and the Cooperative Agreement, the TDD will not enter into any tax-sharing agreement or other similar arrangement with respect to the TDD Revenues and agrees that any additional financing of the costs of the Project will be financed by the Issuer, or other issuer approved by the City.

Section 2.8. Indemnification. To the extent permitted by law, the TDD agrees to indemnify the Issuer and any past, present or future director, trustee, officer, official, employee or agent of the Issuer for and to hold them harmless against all liabilities, claims, costs and expenses incurred without negligence or willful misconduct on the part of the Issuer or such past, present or future director, trustee, officer, official, employee or agent of the Issuer, on account of any action taken or omitted to be taken by the Issuer in accordance with the terms of this Financing Agreement, the Bonds or the Indenture or any action taken at the request of or with the consent of the TDD, including the costs and expenses of the Issuer in defending itself against any such claim, action or proceeding brought in connection with the exercise or performance of any of its powers or duties under this Financing Agreement, the Bonds or the Indenture.

ARTICLE III

[RESERVED]

ARTICLE IV

THE ISSUER

Section 4.1. Representations by the Issuer. The Issuer represents and warrants to the other Parties and the Trustee as follows:

(a) The Issuer (i) is a public corporation duly organized and validly existing under the laws of the State of Missouri, (ii) has lawful power and authority to enter into, execute and deliver this Financing Agreement and to carry out its obligations hereunder, and (iii) by all necessary action has been duly authorized to execute and deliver this Financing Agreement, acting by and through its duly authorized officers.

(b) The execution and delivery of this Financing Agreement by the Issuer will not conflict with or result in a breach of any of the terms of, or constitute a default under, any agreement or instrument to which the Issuer is a party, or by any of the constitutional or statutory laws, rules or regulations applicable to the Issuer.

(c) There is no litigation or proceeding pending or, to the knowledge of the Issuer, threatened against the Issuer or any other person affecting the right of the Issuer to execute this Financing Agreement or to otherwise comply with the obligations under this Financing Agreement. Neither the execution and delivery of this Financing Agreement by the Issuer, nor compliance by the Issuer with its obligations under this Financing Agreement, require the approval of any regulatory body or any other entity, which approval has not been obtained.

(d) No director, officer or employee of the Issuer has any significant or conflicting interest, financial or otherwise, in the Project or in the transactions contemplated hereby.

Section 4.2. Application of Proceeds. The Issuer covenants and agrees to cause the proceeds of the Bonds and the Pledged Revenues to be applied in accordance with the Indenture and this Financing Agreement.

Section 4.3. Assignment by the Issuer. The Issuer, by means of the Indenture and as security for the payment of the principal of, and redemption premium, if any, and interest on the Bonds, will assign, pledge and grant a security interest in all of its rights, title and interests in, to and under this Financing Agreement to the Trustee for the benefit of the Owners (reserving its rights to payments owed to the Issuer for its benefit).

Section 4.4. Restriction on Transfer of Issuer's Interests. The Issuer will not sell, assign, transfer or convey its interests in this Financing Agreement except pursuant to the Indenture and this Financing Agreement.

Section 4.5. Fees, Charges and Expenses of the Issuer. The Issuer shall be entitled to payment from the Pledged Revenues for the fees and expenses described in **Section 505(b)** of the Indenture; provided that if such fees or expenses are occasioned by the gross negligence or willful misconduct of the Issuer it shall not be entitled to compensation or reimbursement therefor. Each provision of this Financing Agreement or the Indenture that provides for compensation, reimbursement or indemnification of the Issuer is deemed to provide for the payment from the Pledged Revenues or, if the Pledged Revenues are not sufficient to make such payments, by the indemnifying party, unless the context clearly indicates otherwise.

ARTICLE V

THE CITY; THE DEVELOPER; PROJECT ELIGIBLITY

Section 5.1. Representations by the City. The City represents and warrants to the other Parties and the Trustee as follows:

(a) The City (i) is a constitutional charter city duly organized and validly existing under the laws of the State of Missouri, (ii) has lawful power and authority to enter into, execute and deliver this Financing Agreement and to carry out its obligations hereunder, and (iii) by all necessary action has been duly authorized to execute and deliver this Financing Agreement, acting by and through its duly authorized officers.

(b) The execution and delivery of this Financing Agreement by the City will not conflict with or result in a breach of any of the terms of, or constitute a default under, any agreement or instrument to which the City is a party, or by any of the constitutional or statutory laws, rules or regulations applicable to the City.

(c) There is no litigation or proceeding pending or, to the knowledge of the City, threatened against the City or any other person affecting the right of the City to execute this Financing Agreement or to otherwise comply with the obligations under this Financing Agreement. Neither the execution and delivery of this Financing Agreement by the City, nor compliance by the City with its obligations under this Financing Agreement, require the approval of any regulatory body or any other entity, which approval has not been obtained.

(d) No director, officer or employee of the City has any significant or conflicting interest, financial or otherwise, in the Project or in the transactions contemplated hereby.

Section 5.2. Application of Pledged Revenues; Pledge of Payments in Lieu of Taxes. The City covenants and agrees to transfer the Pledged Revenues that it may receive to be applied in accordance with the Indenture and this Financing Agreement. The City hereby pledges the Payments in Lieu of Taxes to the payment of the Bonds, to the extent that the same become and remain a part of the Trust Estate under the Indenture. The City agrees that it will pay to the Trustee any of the Pledged Revenues it has received on or before the 10th day of each month.

Section 5.3. Covenant to Request Appropriations; Limitation on Obligation of City.

Annual Appropriation. The City intends, for each fiscal year, to budget and appropriate all Pledged Revenues consisting of EATS on deposit in the Special Allocation Fund for application as provided in **Section 5.2**. The City hereby covenants and agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the City Council for each fiscal year a request for an appropriation of the Pledged Revenues consisting of EATS for deposit in the Revenue Fund under the Indenture or as otherwise provided in this Financing Agreement. The City shall deliver written notice to the Trustee no later than 15 days after the commencement of its fiscal year stating whether or not the City Council has appropriated such funds. If the City Council shall have made the appropriation, the failure of the City to deliver the foregoing notice on or before the 15th day after the commencement of its fiscal year shall not constitute an event of default and, on failure to receive such notice 15 days after the commencement of the City's fiscal year, the Trustee shall make independent inquiry of the fact of whether or not such appropriation has been made.

Payments to Constitute Current Expenses of the City. The City acknowledges that the transfers of Pledged Revenues consisting of EATS pursuant to this Financing Agreement shall constitute currently budgeted expenditures of the City, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained in this Financing Agreement constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The City's obligations to transfer Pledged Revenues consisting of EATS under this Financing Agreement shall be from year to year only, and shall not constitute a mandatory payment obligation of the City in any ensuing fiscal year beyond the then current fiscal year. Neither this Financing Agreement nor the issuance of the Bonds shall directly or indirectly obligate the City to levy or pledge any form of taxation or make any appropriation or make any payments beyond those appropriated for the City's then current fiscal year in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, but in each fiscal year the transfer of Pledged Revenues consisting of EATS shall be made solely from the amounts budgeted or appropriated therefor by the City for such year; provided, however, that nothing in this Financing

Agreement shall be construed to limit the rights of the owners of the Bonds or the Trustee to receive any amounts which may be realized from the Trust Estate pursuant to the Indenture.

Limitation on Source of Payments from City. The monetary obligation of the City under this Financing Agreement is strictly limited to the transfer of Pledged Revenues to the Trustee. Under no circumstances shall the City be asked to make any payment from a source other than the Pledged Revenues consisting of PILOTS, EATS and TDD Revenues (to the extent held or controlled by the City) and no general funds or other funds of the City shall be payable with respect to this Financing Agreement or the Bonds.

Section 5.4. Enforcement of Bond Documents.

(a) The City may enforce the provisions of the Bond Documents to which it is a party in such manner as the City deems prudent and advisable in its good faith discretion.

(b) The City shall notify the Trustee in writing as to any material failure of performance of another party under the Bond Documents to which the City is a party, and at the time of such notification the City shall also advise the Trustee what action the City proposes to take in enforcing available remedies. If (1) the enforcement relates to the collection or application of Pledged Revenues, and (2) in the sole judgment of the Trustee, such action is less likely to be effective than some other or additional action, the Trustee shall so advise the City promptly in writing. If, within 30 days following advice by the Trustee that some additional or other action would be more effective, the City has not taken such other or additional action, and the Trustee has not, after consultation with the City, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action, whether the action was suggested by the Trustee or otherwise, as the Trustee may deem most expedient and in the interest of the Owners of the Bonds. In furtherance of the rights granted to the Trustee by this Section, the City hereby assigns to the Trustee all of the rights it may have in the enforcement of the Bond Documents with respect to the collection or application of Pledged Revenues, further authorizing the Trustee in its own name or in the name of the City to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate. The City reserves exclusive control over enforcement of all terms of the Bond Documents to which it is a party that do not directly relate to the collection or application of Pledged Revenues.

(c) The City shall not modify, amend or waive any provision of the Bond Documents to which it is a party, to the extent that such provisions relate to the collection or application of Pledged Revenues, without the prior written consent of the Trustee, whose consent shall not be unreasonably withheld or delayed. The Trustee may withhold its consent to any such proposed modification, amendment or waiver of the Bond Documents if the proposed modification, amendment or waiver may adversely affect the security for the Bonds or the interests of the Owners thereof or may adversely affect the exclusion of interest on any Bonds from gross income of the Owners thereof for federal income tax purposes for any Tax Exempt Bonds or as may impose additional duties on the Trustee that were not contemplated upon the original execution of the Indenture.

Section 5.5. Representations by the Developer.

(a) The Developer (i) is a Missouri limited liability company duly authorized to conduct business in the State of Missouri, (ii) has lawful power and authority to enter into, execute and deliver this Financing Agreement and to carry out its obligations hereunder, and (iii) by all necessary action has been duly authorized to execute and deliver this Financing Agreement, acting by and through its duly authorized officers.

(b) The execution and delivery of this Financing Agreement by the Developer will not conflict with or result in a breach of any of the terms of, or constitute a default under, any agreement or instrument to which the Developer is a party.

(c) There is no litigation or proceeding pending or, to the knowledge of the Developer, threatened against the Developer or any other person affecting the right of the Developer to execute this Financing Agreement or to otherwise comply with the obligations under this Financing Agreement. Neither the execution and delivery of this Financing Agreement by the Developer, nor compliance by the Developer with its obligations under this Financing Agreement, require the approval of any regulatory body or any other entity, which approval has not been obtained.

Section 5.6. Project Eligibility. The City and the Developer hereby agree that the amounts to be requisitioned from the account of the Project Fund established for the Series 2026 Bonds are anticipated to be eligible for payment from TDD Revenues as set forth on the "Project Eligibility Budget" attached as **Exhibit A** to this Financing Agreement. The City and the Developer will not submit Requisitions for payment from the Project Fund that include any costs that do not fit a category shown on the Project Eligibility Budget, provided that the numbers shown for each line item are estimates and not limits on the amount that can be including in Requisitions for such line item.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default Defined. The term "Event of Default" shall mean any one or more of the following events:

(a) Failure by the TDD or the City to timely transfer any Pledged Revenues as provided herein.

(b) Failure to make any payment on the Bonds when due.

(c) Failure by any of the Parties to observe and perform any covenant, condition or agreement under this Financing Agreement, the Indenture or any other Bond Document to which they are a party (other than the Continuing Disclosure Agreement), other than as referred to in the preceding subparagraphs (a) and (b) of this Section, for a period of 30 days after written notice of such default has been given to the defaulting party, during which time such default is neither cured by the defaulting party nor waived in writing by the Trustee, provided that, if the failure stated in the notice cannot be corrected within said 30-day period, the Trustee may consent in writing to an extension of such time prior to its expiration if corrective action is instituted by the

defaulting party within the 30-day period and diligently pursued to completion and if such consent, in the judgment of the Trustee, does not materially adversely affect the security of the Owners of the Bonds.

(d) Any representation or warranty by one of the Parties herein or in any certificate or other instrument delivered under or pursuant to this Financing Agreement or the Indenture or in connection with the Bond Documents shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made, unless waived in writing by the Trustee or cured by the defaulting party within 30 days after notice thereof has been given to the defaulting party.

Section 6.2. Remedies on an Event of Default. Whenever any Event of Default shall have occurred and be continuing, the Trustee, as the assignee of the Issuer, shall give written notice to the defaulting party of such Event of Default and after five (5) Business Days after such notice, the Trustee may immediately proceed to take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth herein or in the Indenture, as may appear necessary or desirable to collect the amounts payable pursuant to this Financing Agreement then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant under this Financing Agreement or the Indenture.

Any amount collected pursuant to action taken under this Section shall be paid to the Trustee and applied, first, to the payment of any reasonable costs, expenses and fees incurred by the Trustee as a result of taking such action and, next, any balance shall be transferred to the Revenue Fund and applied in accordance with the Indenture and, then, to cure any other Event of Default.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability, unless and until indemnity satisfactory to it has been furnished to the Trustee at no cost or expense to the Trustee, except as otherwise provided in **Section 901(l)** of the Indenture.

Section 6.3. No Remedy Exclusive. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 6.4. Agreement to Pay Attorneys' Fees and Expenses. In connection with any Event of Default, if the Trustee employs attorneys or incurs other expenses for the collection of amounts payable hereunder or the enforcement of the performance or observance of any covenants or agreements herein contained, the defaulting party agrees, subject to appropriation of funds, that they will, to the extent they are the defaulting party or caused the Issuer to be the defaulting party, on demand therefor, pay to the Trustee (but only from Pledged Revenues if the City or the TDD is the defaulting party) the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Trustee. In connection with any Event of Default, if the Issuer employs attorneys or incurs other expenses for the enforcement of the performance or observance of any covenants or agreements herein contained, the defaulting party agrees that they will, to the extent they are the defaulting party or caused the Issuer to be the defaulting party, on demand therefor, pay to the Issuer (but only from Pledged Revenues if the City or the TDD is the

defaulting party) the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Issuer.

Section 6.5. Notice of an Event of Default. The parties hereto shall each promptly give to the Trustee written notice of any Event of Default of which they shall have actual knowledge or written notice, but the parties hereto shall not be liable for failing to give such notice.

Section 6.6. Remedial Rights Assigned to the Trustee. Upon the execution and delivery of the Indenture, the Issuer will thereby have assigned to the Trustee all rights and remedies conferred upon or reserved to the Issuer by this Financing Agreement, reserving only the Issuer's rights to payments for its own benefit. The Trustee shall have the exclusive right to exercise such rights and remedies conferred upon or reserved to the Issuer by this Financing Agreement in the same manner and to the same extent, but under the limitations and conditions imposed thereby and hereby. The Owners of the Bonds shall be deemed third party creditor beneficiaries of all representations, warranties, covenants and agreements contained herein.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Terms of Financing Agreement. This Financing Agreement shall be effective from and after its execution and delivery and shall continue in full force and effect until all of the principal of, redemption premium, if any, and interest on all the Bonds shall have been paid in accordance with their terms or provision has been made for such payment, as provided in the Indenture, and provision shall also be made for paying all other sums payable under the Indenture, including the fees, costs and expenses of the Trustee and the Paying Agent to the date of retirement of the Bonds. Notwithstanding the above, the TDD shall not be subject to this Financing Agreement beyond its authorized term of existence.

Section 7.2. Notices. All notices required by this Financing Agreement shall be provided in the manner and to the addresses as set out in the Indenture.

Section 7.3. Performance Date Not a Business Day. If any date for the taking of any action hereunder is on a Saturday, Sunday or business holiday of the State, then such action shall be taken on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

Section 7.4. Binding Effect. This Financing Agreement shall inure to the benefit of and shall be binding upon the parties hereto, and their respective successors and assigns.

Section 7.5. Amendments, Changes and Modifications. This Financing Agreement may not be effectively amended, changed, modified, altered or terminated without the prior concurring written consent of all the parties hereto and compliance with the requirements of **Article XI** of the Indenture.

Section 7.6. Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.7. No Pecuniary Liability. All covenants, obligations and agreements contained in this Financing Agreement shall be effective to the extent authorized and permitted by applicable law. No provision hereof shall be construed to impose any personal or pecuniary liability upon any present or

future director, officer, agent or employee of the parties hereto, and all such liability is hereby expressly waived and released as a condition of and consideration for the execution of this Financing Agreement and the issuance of the Bonds. With respect to any action for specific performance or any action in the nature of a prohibitory or mandatory injunction, neither the Issuer nor any of its directors, trustees, officers, officials, employees or agents shall be liable for any action taken by the Issuer, or for any failure to take action, in accordance with the terms of this Financing Agreement.

Section 7.8. Entire Agreement. This Financing Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior oral agreements or written agreements, arrangements, and understandings related thereto.

Section 7.9. Severability. If any provision of this Financing Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken thereunder, or any application of such provision, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Financing Agreement or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Such illegality or invalidity of any application thereof shall not affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.10. Governing Law. This Financing Agreement shall be governed by and construed in accordance with the laws of the State.

Section 7.11. Electronic Transmission. The transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF INDEPENDENCE, MISSOURI

By: _____
President

ATTEST:

By: _____
Secretary

WALLY'S TRANSPORTATION DEVELOPMENT DISTRICT

By: _____
_____, [**Chair and Executive Director**]

(SEAL)

Attest:

_____
_____, Secretary

CITY OF INDEPENDENCE, MISSOURI

By: _____
Troy Anderson, City Manager

(SEAL)

ATTEST:

_____
Susanne Holland, City Clerk

WALLY'S INDEPENDENCE MO OWNER, LLC,
a Missouri limited liability company

By: _____
Name:
Its:

EXHIBIT A

Project Eligibility Budget

Description of Reimbursable Redevelopment Project Costs [1]	Total Estimated Costs [2]	Amount Eligible for Payment from TDD Revenues [2]
Lynn Court (intersection reconstruction, lane realignment, lane construction, extended striping, and other improvements related thereto)	$1,146,250	$1,146,250
I-70 and Noland Road (Extension of acceleration lanes, provision of additional taper, construction of additional lanes, and other improvements related thereto)	5,731,250	5,731,250
Canterbury Place / 39th Street (Construction of channelized island, provision of a stop-controlled intersection, provision of dedicated turn lanes, and other improvements related thereto)	1,997,500	1,997,500
Noland Road Corridor Project (sidewalks, curbs, gutters, and other transportation-related road corridor improvements along Noland Road)	800,000	800,000
City Sidewalk Project (sidewalks and related improvements along the Noland Road corridor)	200,000	200,000
Total	**$9,875,000**	**$9,875,000**

(1) Includes all construction and allocable soft costs, including without limitation: utilities, removals, resets, and adjustments drainage/erosion control, landscaping, signage/striping, traffic control, moblization, earthwork, and paving.

(2) These amounts reflect total anticipated Redevelopment Project Costs for reimbursable categories and eligibility for payment from TDD Revenues per Missouri state-law limitations on use of TDD Revenues. The total Reimbursable Redevelopment Project Costs available to the Developer under the Redevelopment Agreement is limited to the "Maximum Developer Reimbursement Amount," as defined in the Redevelopment Agreement, which shall not be affected by this Exhibit.

EXHIBIT B

Special Assessment Schedule

Tax Year	Maximum Annual TDD Special Assessment
2026	-
2027	-
2028	$180,317
2029	188,070
2030	188,070
2031	196,057
2032	196,057
2033	204,283
2034	204,283
2035	212,756
2036	212,756
2037	221,483
2038	221,483
2039	230,471
2040	230,471
2041	239,730
2042	239,730
2043	249,181
2044	249,181
2045	258,807
2046	258,807
2047	268,721

The TDD shall coordinate with Jackson County, Missouri (the "County"), to ensure that it receives, in each year shown in **Exhibit B** for which a "Maximum Annual TDD Special Assessment" amount is shown, a notice of aggregate assessed valuation for the real property within the TDD or other indication of the equalized assessed value of real property within the TDD for such year in time to allow the TDD to approve and certify a special assessment to the County. Upon receipt of such information, the TDD shall calculate, using the prior-year tax levies, the estimated Payments in Lieu of Taxes to be generated by such assessed valuation. If the estimated Payments in Lieu of Taxes for a particular year are less than the "Maximum Annual TDD Special Assessment" for such year by more than $5,000, the TDD shall certify a special assessment for such year in an amount equal to the difference between the "Maximum Annual TDD Special Assessment" for such year and the estimated Payments in Lieu of Taxes.

TAX COMPLIANCE AGREEMENT

Dated as of July 1, 2026

Among

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF INDEPENDENCE, MISSOURI,

CITY OF INDEPENDENCE, MISSOURI,

WALLY'S TRANSPORTATION DEVELOPMENT DISTRICT,

and

UMB BANK, N.A.,
as Trustee

$[PRINCIPAL AMOUNT]
The Industrial Development Authority of the City of Independence, Missouri
Tax Increment and Special District Revenue Bonds
(Wally's Redevelopment Project)
Series 2026

TAX COMPLIANCE AGREEMENT

TABLE OF CONTENTS

Page

Recitals 1

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms 2

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Issuer 7
Section 2.2. Representations and Covenants of the City and District. 8
Section 2.3. Representations and Covenants of the Trustee 11
Section 2.4. Survival of Representations and Covenants 12

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General 12
Section 3.2. Reasonable Expectations 12
Section 3.3. Purpose of Financing 12
Section 3.4. Funds and Accounts 12
Section 3.5. Amount and Use of Bond Proceeds 12
Section 3.6. Multipurpose Issue 13
Section 3.7. No Advance Refunding 13
Section 3.8. No Current Refunding 13
Section 3.9. Project Completion 13
Section 3.10. Financing Agreement/Sinking Funds 13
Section 3.11. Reserve, Replacement and Pledged Funds 14
Section 3.12. Purpose Investment Yield 14
Section 3.13. Issue Price and Yield on Bonds 14
Section 3.14. Miscellaneous Arbitrage Matters 14
Section 3.15. Conclusion 15

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General 15
Section 4.2. Record Keeping, Use of Bond Proceeds and Use of Financed Facility 16
Section 4.3. Temporary Periods/Yield Restriction 16
Section 4.4. Fair Market Value 17
Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement 19
Section 4.6. Computation and Payment of Arbitrage Rebate 21

Section 4.7. Successor Rebate Analyst....22
Section 4.8. Rebate Report Records....22
Section 4.9. Filing Requirements....22
Section 4.10. Survival after Defeasance....22
Section 4.11. Tax Audits....22

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement....22
Section 5.2. Amendments....23
Section 5.3. Opinion of Bond Counsel....23
Section 5.4. Reliance....23
Section 5.5. Severability....23
Section 5.6. Benefit of Agreement....23
Section 5.7. Default; Breach and Enforcement....23
Section 5.8. Execution in Counterparts....24
Section 5.9. Governing Law....24
Section 5.10. Electronic Transactions....24

Signatures....S-1

Exhibit A: Debt Service Schedule and Proof of Bond Yield
Exhibit B: IRS Form 8038-G
Schedule A -- Attachment to Form-8038G
Exhibit C: Resolution of Official Intent
Exhibit D: Description of Property Comprising the Financed Facility
Exhibit E: Sample Annual Compliance Checklist
Exhibit F: Sample Final Written Allocation

* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the "Tax Agreement"), entered into as of July 1, 2026, among **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF INDEPENDENCE, MISSOURI** a public corporation organized and existing under the laws of the state of Missouri (or any body, agency or instrumentality of the City of Independence, Missouri or the State of Missouri succeeding to or charged with its powers, duties and functions, the "Issuer"), the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the "City"), **WALLY'S TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision organized and existing under the laws of the State of Missouri (the "District"), and **UMB BANK, N.A.,** a national banking association duly organized and existing under the laws of the United States of America, as trustee (the "Trustee").

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Issuer of $[Principal Amount] of Tax Increment and Special District Revenue Bonds (Wally's Redevelopment Project), Series 2026 (the "Bonds"), under a Trust Indenture dated the date of this Tax Agreement (the "Indenture") between the Issuer and the Trustee, for the purpose of paying the costs of developing certain public improvements pursuant to a Redevelopment Agreement (defined herein) and a Financing Agreement dated the date of this Tax Agreement (the "Financing Agreement") among the Issuer, the District, the City and the Developer, and for certain other purposes described in this Tax Agreement and in the Indenture and Financing Agreement.

2. The Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the "Regulations"), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Issuer, the City, the District and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

4. The Issuer adopted a Tax-Exempt Financing Compliance Policy and Procedure on January 29, 2014 for the purpose of setting out general procedures to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Issuer, the City, the District, and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

"Adjusted Gross Proceeds" means the Gross Proceeds of the Bonds reduced by amounts (1) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (2) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (3) representing grant repayments or sale or Investment proceeds of any purpose Investment.

"Annual Compliance Checklist" means a checklist for the Bonds designed to measure compliance with the requirements of this Tax Agreement and the Tax Compliance Procedure after the Issue Date as further described in **Section 4.1** and substantially in the form attached as **Exhibit E**.

"Available Construction Proceeds" means the sale proceeds of the Bonds, increased by (a) Investment earnings on the sale proceeds, (b) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Bonds but not funded from the Bonds, and (c) earnings on such earnings, reduced by sale proceeds (1) in any reasonably required reserve fund or (2) used to pay issuance costs of the Bonds. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (i) the second anniversary of the Issue Date or (ii) the date the Financed Facility is substantially completed.

"Bona Fide Debt Service Fund" means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

"Bond" or **"Bonds"** means any Bond or Bonds described in the recitals, authenticated and delivered under the Indenture.

"Bond Compliance Officer" means the person named in the Tax Compliance Procedure.

"Bond Counsel" means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer and the City.

"Bond Reserve Fund" means the Bond Reserve Fund established pursuant to the Indenture.

"Bond Year" means each one-year period (or shorter period for the first Bond Year) ending June 1, or another one-year period selected by the City.

"Capitalized Interest Fund" means the Capitalized Interest Fund established pursuant to the Indenture.

"City" means the City of Independence, Missouri, a constitutional charter city and political subdivision of the State of Missouri, and its successors and assigns.

"Code" means the Internal Revenue Code of 1986, as amended.

"Computation Date" means each date on which arbitrage rebate for the Bonds is computed. The City may treat any date as a Computation Date, subject to the following limits:

(a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;

(b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and

(c) the date the last Bond is discharged is the final Computation Date.

The City selects July 1 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

"Costs of Issuance Fund" means the Costs of Issuance Fund, established pursuant to the Indenture.

"Debt Service Fund" means the Debt Service Fund, established pursuant to the Indenture.

"Developer" means Wally's Independence MO Owner, LLC.

"Final Written Allocation" means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.2(b)** of this Tax Agreement.

"Financed Facility" means any of the property financed or refinanced with the proceeds of the Bonds and Qualified Equity as described on **Exhibit D**.

"Financing Agreement" means the Financing Agreement dated the date of this Tax Agreement of even date herewith between the City, the District, the Developer, and the Issuer.

"Gross Proceeds" means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds or other Investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds.

Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

(1) Project Fund.
(2) Costs of Issuance Fund.
(3) Capitalized Interest Fund.
(4) Bond Reserve Fund.
(5) Revenue Fund.
(6) Debt Service Fund.

(7) Rebate Fund (to the extent funded with sale proceeds or investment proceeds of the Bonds).

"Guaranteed Investment Contract" is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

"Indenture" means the Trust Indenture as originally executed by the Issuer and the Trustee, as amended and supplemented in accordance with the provisions of the Indenture.

"Investment" means any security, obligation, annuity contract or other Investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds, including the Investment element of an interest rate cap agreement. Such term does not include a tax-exempt bond, except for "specified private activity bonds" as such term is defined in Code § 57(a)(5)(C), but does include the Investment element of most interest rate caps.

"IRS" means the United States Internal Revenue Service.

"Issue Date" means _____, 2026.

"Issuer" means The Industrial Development Authority of the City of Independence, Missouri and its successors and assigns, or any body, agency or instrumentality of the City of Independence, Missouri or the State of Missouri succeeding to or charged with its powers, duties and functions.

"Loan" means the loan of proceeds made by the Issuer to the City and the District under the Financing Agreement.

"Management Agreement" means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services), however, are not treated as Management Agreements.

"Measurement Period" means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Bonds or (2) the end of the expected economic useful life of the property.

"Minor Portion" means the lesser of $100,000 or 5% of the sale proceeds of the Bonds.

"Net Proceeds" means the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

"Non-Qualified Use" means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are "used" in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

"Non-Qualified User" means any person or entity other than a Qualified User.

"Official Intent Date" means _____, as described in **Section 2.2(r)**.

"Opinion of Bond Counsel" means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel. Unless otherwise specifically noted herein an Opinion of Bond Counsel must conclude that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

"Post-Issuance Tax Requirements" means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Bonds.

"Project" means all of the property acquired, developed, constructed, renovated, and equipped by the Developer and paid for by revenues provided by the City and the District using proceeds of the Bonds and Qualified Equity, as described on **Exhibit D**.

"Project Fund" means the Project Fund, established pursuant to the Indenture.

"Qualified Equity" means funds (but excluding an existing equity ownership interest in real property or tangible personal property) that are not derived from proceeds of a tax-exempt financing that are spent on the Project on a date that is no earlier than a date on which such expenditures would be eligible for reimbursement by proceeds of the Bonds under Regulations § 1.150-2(d)(2) and ending not later than the date the Project is capable of and actually used at substantially its designed level.

"Qualified Use Agreement" means any of the following:

(1) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the City's governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

"Qualified User" means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

"Reasonable Retainage" means Gross Proceeds retained by the Issuer for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of net sale proceeds of the Bonds on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

"Rebate Analyst" means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Agreement.

"Rebate Fund" means the Rebate Fund, established pursuant to the Indenture.

"Redevelopment Agreement" means the Redevelopment Agreement dated as of February 17, 2026, between the City and Wally's Independence MO Owner, LLC related to the Redevelopment Plan, as amended from time to time.

"Regulations" means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

"Tax Agreement" means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

"Tax Compliance Procedure" means the City's Tax-Exempt Financing Compliance Policy and Procedure, dated March 26, 2012.

"Tax-Exempt Bond File" means documents and records for the Bonds, maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure and this Tax Agreement.

"Tax Revenues" means (a) the portion of the EATS (as defined in the Indenture) appropriated and paid to the Trustee for payment of the Bonds, (b) the portion of the PILOTS (as defined in the Indenture) paid by the City to the Trustee for payment of the Bonds, and (c) the revenues received by the District from the TDD Sales Tax (as defined in the Indenture), less TDD Annual Operating Costs (as defined in the Indenture), to the extent the same are not required to be deposited into the Special Allocation Fund (as defined in the Indenture) by operation of the TIF Act (as defined in the Indenture).

"Transcript" means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

"Trustee" means UMB Bank, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as trustee under the Indenture.

"Underwriter" means Stifel, Nicolaus & Company, Incorporated, underwriter of the Bonds.

"Yield" means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Issuer. The Issuer represents and covenants to the City, the District, and the Trustee as follows:

(a) *Organization and Authority*. The Issuer (1) is a public corporation duly organized and validly existing under the laws of the State, and (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Financing Agreement, the Bonds, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Financing Agreement, the Bonds, and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds–General Representation and Covenants*. In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the Issuer (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or Investment of, any Bond proceeds, other money held under the Indenture, or other funds of the Issuer, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause any Bond to become a "private activity bond" as defined in Code § 141.

(c) *IRS Form 8038-G*. Attached as **Exhibit B** is a copy of IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) that is being executed by a representative of the Issuer and which is being filed with the Internal Revenue Service in connection with the issuance of the Bonds as required by Code § 149(e). Bond Counsel prepared Form 8038-G in connection with the issuance of the Bonds. The Issuer knows of no inaccuracies in the Form 8038-G prepared by Bond Counsel. The Qualified User(s) of the proceeds of the Bonds and its EIN number is set out on the attachment to IRS Form 8038-G.

(d) *Registered Bonds*. The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(e) *Hedge Bonds*. At least 85% of the net sale proceeds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) of the Bonds will be used to carry out the governmental purpose of the Bonds within 3 years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

(f) *Single Issue.* The Bonds constitute a single "issue" under Regulations § 1.150-1(c). No other debt obligations of the Issuer (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(g) *Bank Qualified Tax-Exempt Obligation.* The Bonds are not "qualified tax exempt obligations" under Code § 265(b)(3).

(h) *Issuer Reliance on Other Parties*. The expectations, representations and covenants of the Issuer concerning uses of Bond proceeds and certain other moneys described in this Tax Agreement and other matters are based in whole or in part upon covenants, representations and certifications of the City, the District, the Developer and other parties set forth in this Tax Agreement or exhibits to this Tax Agreement. Although the Issuer has made no independent investigation of the representation of other parties, the Issuer is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Agreement or exhibits to this Tax Agreement.

(i) *Compliance with Future Tax Requirements*. The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 2.2. Representations and Covenants of the City and District. The City and District represents and covenants to the Issuer and the Trustee as follows:

(a) *Organization and Authority.*

(1) The City (1) is a political subdivision organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to enter into, execute and deliver the Financing Agreement and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Financing Agreement and this Tax Agreement, acting by and through its duly authorized officials.

(2) The District (1) is a transportation development district and political subdivision organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to enter into, execute and deliver the Financing Agreement and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Financing Agreement and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds–General Representation and Covenants* In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the City (to the extent within its power or direction and at the expense of the Trust Estate) and the District (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or Investment of, any Bond proceeds, other money held under the Indenture, or other funds of the Issuer, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause any Bond to become a "private activity bond" as defined in Code § 141.

(c) *Governmental Obligations–Use of Proceeds*. Throughout the Measurement Period, all of the Financed Facility is expected to be owned by the City or another Qualified User. Throughout the Measurement Period, no portion of the Financed Facility has been or is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, neither the City nor the District will permit any Non-Qualified Use of the Financed Facility without first consulting Bond Counsel.

(d) *Governmental Obligations–Private Security or Payment – No Impermissible Agreements*.

(1) As of the Issue Date the City and District expect that none of the principal and interest on the Bonds will be and has not been (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(i) secured by (A) any interest in property used or to be used for a Non-Qualified Use, or (B) any interest in payments in respect of such property; or

(ii) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

(2) For purposes of the forgoing, taxes of general application, including Tax Revenues, are not treated as private payments or as private security. Tax Revenues will be the primary source of repayment of the Bonds. Tax Revenues are generally applicable taxes because they are an enforced contribution exacted pursuant to legislative authority as part of the taxing power, are imposed and collected for the purpose of raising revenue to be used for governmental purposes, have a uniform rate of collection that applies to all persons of the same classification in the appropriate jurisdiction and have a generally applicable manner of collection and determination. No taxpayer has entered into any "impermissible agreement" relating to the payment of Tax Revenues. An "impermissible agreement" generally includes any agreement described in Regulations § 1.141-4(e)(4)(ii), including the following:

(i) An agreement to be personally liable for a tax that does not impose personal liability.

(ii) An agreement to provide additional credit support such as a guaranty or to pay unanticipated shortfalls in tax collections.

(iii) An agreement as to the minimum market value of property subject to a property tax.

(iv) An agreement not to challenge or to seek deferral of a tax.

(v) Any similar agreement that causes a tax to fail to have a generally applicable manner of determination or collection.

(3) In addition to the Tax Revenues, the TDD Special Assessment is also expected to be available to pay debt service on the Bonds. It is anticipated that the TDD Special Assessment will never exceed 10% of the debt service on the Bonds. The City and District will not permit any other private security or payment with respect to the Bonds without first consulting with Bond Counsel.

(e) *No Private Loan–Special Assessments.* Not more than 5% of the net proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User. The payment of principal and interest on the Bonds will be funded in part from the TDD Special Assessment, which is a mandatory special assessment against the property benefiting from the improvements financed or refinanced by the Bonds. The use of the proceeds of the Bonds is not treated as a loan of the Bond proceeds because (1) the special assessment is an enforced contribution for the purpose of raising revenue for a specific capital improvement; (2) the assessment does not include any fee for services; (3) the assessment and collection of the tax is not

dependent upon, and does not vary, depending on whether the taxpayer engaged, or the property is used, in a trade or business; and (4) the tax is imposed to pay for an essential governmental function.

(f) *Management Agreements*. As of the Issue Date the City and District have no Management Agreements with Non-Qualified Users. During the Measurement Period the City and District will not enter into or renew any Management Agreement with any Non-Qualified User without first consulting with Bond Counsel.

(g) *Leases*. As of the Issue Date, the City and District have not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements. During the Measurement Period, the City and District have not and will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first consulting Bond Counsel.

(h) *Limit on Maturity of Bonds*. A list of the assets included in the Financed Facility and a computation of the "average reasonably expected economic life" is attached to this Tax Agreement as **Exhibit D**. Based on this computation, the "average maturity" of the Bonds, as computed by the Underwriter, does not exceed 120% of the average reasonably expected economic life of the Financed Facility.

(i) *Compliance with Future Tax Requirements*. The City and District understand that the Code and the Regulations may impose new or different restrictions and requirements on the City and District in the future. The City and District will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(j) *Registered Bonds*. All of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(k) *Bonds Not Federally Guaranteed*. The City and District will not take any action or permit any action to be taken which would cause any Bond to be "federally guaranteed" within the meaning of Code § 149(b).

(l) *Hedge Bonds*. Based on the expectations and representations of the Developer and the District, the City expects that a least 85% of the net sale proceeds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) of the Bonds will be used to carry out the governmental purpose of the Bonds within 3 years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

(m) *Interest Rate Swap.* As of the Issue Date, the City and District have not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The City and District will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(n) *Guaranteed Investment Contract.* As of the Issue Date of the Bonds, the City and District do not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The City and District will be responsible for complying with **Section 4.2(d)** if they decide to enter into a Guaranteed Investment Contract at a later date.

(o) *Reports to IRS; Form 8038-G*. The City and District will assist the Issuer in filing all appropriate returns, reports and attachments to income tax returns required by the Code, including without limitation the Information Return for Tax-Exempt Governmental Obligations (Form 8038-G). The information contained in Parts II through VI of IRS Form 8038-G, attached as **Exhibit B**, was provided to

the Issuer and Bond Counsel by the City and the District, and such information is true, complete and correct as of the Issue Date.

(p) *Expenditure of Bond Proceeds*.

(1) Allocation. The City and the District will cooperate to evidence each allocation of the proceeds of the Bonds and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) Reimbursement of Expenditures. The City and the District will not allocate any proceeds of the Bonds to reimburse any expenditure paid prior to the Issue Date.

(q) *Arbitrage Certifications*. The facts, estimates and expectations recited in **Article III** of this Tax Agreement, regarding the purpose of the Bonds, the investment and expenditure of Bond proceeds, the Financed Facility, the funds and accounts created in the Indenture, the yield on investments and the computation and payment of arbitrage rebate, are true and accurate as of the Issue Date; and the City and the District believe that the estimates and expectations recited in such Article are reasonable as of the Issue Date. The Issuer, the Trustee, Gilmore & Bell, P.C., Bond Counsel, and the Underwriter may rely on such statements and expectations. The City and the District do not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148; and to the best of their knowledge and belief, there are no other facts, estimates or circumstances that would materially change such expectations.

Section 2.3. Representations and Covenants of the Trustee. The Trustee represents and covenants to the Issuer, City and the District as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the Issuer, the City, and the District may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (a) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not "arbitrage bonds" within the meaning of Code § 148, and (b) compliance with arbitrage rebate requirements of Code § 148(f). The City and District will pay all costs and expenses incurred in connection with supplying the foregoing information from the Trust Estate.

(c) The Trustee, acting on behalf of the City and the District, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by the City or the District related to the Post-Issuance Tax Requirements in accordance with **Section 4.2(a**) of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of the Bonds or any obligation issued to refund the Bonds; *provided*, however, that if the Trustee is not retained to serve as trustee for any obligations issued to refund the Bonds, then the Trustee may satisfy its record retention duties under this **Section 2.3(c)** by providing copies of all such records related to the Bonds to the trustee for the refunding obligations or other party agreed upon by the City.

Section 2.4. Survival of Representations and Covenants. All representations, covenants and certifications of the Issuer, the City, the District, and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the Issuer, the City, the District or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this Article is to certify, under Regulations § 1.148-2(b), the Issuer's, the District's, and the City's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Issuer's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Issuer is an officer of the Issuer responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Issuer set forth in this Tax Agreement are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Bonds are being issued for the purpose of providing funds to (1) pay costs of the Project, (2) pay costs of issuance of the Bonds and (3) fund a Bond Reserve Fund.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Indenture:

(1) Project Fund.
(2) Costs of Issuance Fund.
(3) Capitalized Interest Fund.
(4) Bond Reserve Fund.
(5) Revenue Fund, consisting of a Revenue Account, a PILOTS Account, and EATS Account, a TDD Sales Tax Account, and a TDD Special Assessments Account.
(6) Debt Service Fund, consisting of the Interest Account, the Principal Account and the Redemption Account.
(7) Rebate Fund.

Section 3.5. Amount and Use of Bond Proceeds.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the Issuer from the sale of the Bonds will be as follows:

Principal Amount	$[Principal Amount].00
[**Net Original Issue Premium/(Discount)	
Underwriting Discount	
[**Bond Insurance Premium**]	
Accrued interest	
Total Proceeds	$

(b) *Use of Bond Proceeds.* The Bond proceeds are expected to be allocated to expenditures as follows:

(1) $_____ will be deposited in the Project Fund and will be used to pay costs of the Financed Facility.

(2) $_____ will be deposited in the Costs of Issuance Fund.

(3) $_____ will be deposited in the Capitalized Interest Fund and used to pay interest on the Bonds.

(4) $_____, equal to the Debt Service Reserve Requirement, will be deposited in the Bond Reserve Fund.

(5) an amount equal to $1,000,000.00 shall be transferred to the City in accordance with the wire instructions set out in a closing memorandum provided to the Trustee by the Purchaser to be held by the City and applied in accordance with Section 5.5 of the Redevelopment Agreement for costs of the Project.

Section 3.6. Multipurpose Issue. The Issuer is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes pursuant to Regulations § 1.148-9(h)(3)(i).

Section 3.7. No Advance Refunding. No proceeds of the Bonds will be used more than 90 days following the Issue Date to pay principal or interest on any other debt obligation.

Section 3.8. No Current Refunding. No proceeds of the Bonds will be used to pay principal or interest on any other debt obligation.

Section 3.9. Project Completion. Based on the certifications and representations of the Developer, including without limitation those contained in the Redevelopment Plan, the Issuer and the City expect that (a) a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Bonds on the Financed Facility has been incurred, or will be incurred within 6 months after the Issue Date, (b) the completion of the Financed Facility and the allocation of the Net Proceeds of the Bonds to expenditures will proceed with due diligence, and (c) at least 85% of the Net Proceeds of the Bonds will be allocated to expenditures on the Financed Facility within three years after the Issue Date.

Section 3.10. Financing Agreement/Sinking Funds. The Issuer is loaning the Bond proceeds to the City and District under the Financing Agreement. Pledged Revenues (as defined in the Indenture) are required under the Financing Agreement to be collected in the Revenue Fund and periodically made available to make payments to the Trustee in amounts sufficient to pay the principal of and interest on the Bonds. The Trustee will deposit such payments into the Debt Service Fund. Except for the Revenue Fund and Debt Service Fund, none of the Issuer, the City or the District has established or expects to establish

any sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds. The Revenue Fund and Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Issuer and the City expect that the Revenue Fund and Debt Service Fund, collectively, will qualify as a Bona Fide Debt Service Fund.

Section 3.11. Reserve, Replacement and Pledged Funds.

(a) *Bond Reserve Fund*. The Indenture establishes a Bond Reserve Fund to be funded at the time of issuance of the Bonds in an amount equal to $_____, the Bond Reserve Requirement. The amount to be held in the Bond Reserve Fund will not exceed the least of (1) 10% of the stated principal amount of the Bonds, (2) the maximum annual principal and interest requirements on the Bonds (determined as of the Issue Date), or (3) 125% of the average annual principal and interest requirements on the Bonds (determined as of the Issue Date). If the aggregate initial offering price of the Bonds to the public is less than 98% or more than 102% of par, such offering price must be used in clause (1) in lieu of the stated principal amount.

(b) *No Other Replacement or Pledged Funds*. None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead has been or will be used to acquire higher Yielding Investments. Except for the Revenue Fund, the Debt Service Fund and the Bond Reserve Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer, the District or the City encounters financial difficulty.

Section 3.12. Purpose Investment Yield. The Yield on the Loan does not exceed the Yield on the Bonds by more than 1/8%, as permitted by Regulations §1.148-2(d)(2)(i). In determining such Loan Yield, "qualified administrative costs" of the Loan paid by the City are taken into account to increase payments for, and reduce receipts from, the Loan, as permitted by Regulations § 1.148-5(e)(3). "Qualified administrative costs" are (1) costs or expenses paid, directly or indirectly, to purchase, carry, sell or retire the Loan, and (2) costs of issuing, carrying or repaying the Bonds, and the underwriting fees; but fees paid to the Issuer are not qualified administrative costs.

Section 3.13. Issue Price and Yield on Bonds.

(a) *Issue Price*. Based on the Underwriter's certifications in the Underwriter's Receipt for Bonds and Closing Certificate, the Issuer and the City hereby elect to establish the issue prices of the Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Bonds for such purpose is $_____.

(b) *Bond Yield*. Based on the issue price, the Yield on the Bonds is _____%, as computed by Bond Counsel and shown on **Exhibit A**. None of the Issuer, the District and the City have entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.14. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device*. The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer or the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the Issuer, the District or the City, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.15. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Issuer, the District and the City recognize that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer, the District and the City further acknowledge that written evidence substantiating the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures.* The Issuer, the District and the City intend for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be their primary written policies and procedures related to Post-Issuance Tax Requirements for the Bonds and to supplement any other general formal policies and procedures related to tax compliance previously established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *City Responsible for Post-Issuance Tax Requirements*. The Issuer and the City acknowledge that the investment and expenditure of Bond proceeds are primarily within the control of the City, and that substantially all of the Bond proceeds are expected to finance property that will be owned and controlled by the City. For these reasons, the Issuer is relying on the City to carry out the Post-Issuance Tax Requirements as set forth in this Tax Agreement. The City hereby agrees to undertake these obligations. **Notwithstanding anything herein to the contrary, the City shall not be required to make any payment hereunder from a source other than the Trust Estate.**

(d) *Bond Compliance Officer.* The Bond Compliance Officer will be responsible for working with the District, the City and their officials, departments and administrators and for consulting with Bond Counsel, other legal counsel and outside experts to the extent necessary to comply with the Post-Issuance Tax Requirements.

(e) *Cooperation of Issuer and District*. The Issuer and District will cooperate with the City, including relying on the City's Tax Compliance Procedures, regarding the Post-Issuance Tax Requirements and will take any action that is necessary to cause interest on the Bonds to remain excludable from gross income for federal income tax purposes, including, without limitation, executing IRS Form 8038-T in connection with the payment of arbitrage rebate and participating in any federal income tax audit of the

Bonds or similar proceedings under a "voluntary compliance agreement program" (VCAP) procedure or "remedial action" procedure pursuant to Regulations § 1.141-12. Prior to taking any such action, the Issuer or District, as applicable, is entitled to receive an Opinion of Bond Counsel, addressed to the Issuer, the City, the District, and the Trustee that the action will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(f) *Payment of Costs of Post-Issuance Tax Requirements.* The costs and expenses incurred by the Issuer and the City shall be treated as a reasonable cost of administering the Bonds, and each such party shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture, the Financing Agreement or State law, including payment under **Section 505(b)(1)** of the Indenture.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facility.

(a) *Record Keeping*. The City will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in an Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to Post-Issuance Tax Requirements until 3 years following the final maturity of the Bonds or any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the City and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises. If requested, the City will provide the Issuer with a complete copy of the Tax-Exempt Bond File.

(b) *Accounting and Allocation of Bond Proceeds to Expenditures*. Bond proceeds will be used as described in **Section 3.5**. The City will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File in the level of detail required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**.

(c) *Annual Compliance Checklist*. Attached as **Exhibit E** is a form of Annual Compliance Checklist for the Bonds. The Bond Compliance Officer, or someone designated by the Bond Compliance Officer, will prepare and complete an Annual Compliance Checklist for the Financed Facilities at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will consult with the Issuer and, in conjunction with the City, will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Bond Counsel.* The City is responsible for obtaining and delivering to the Issuer and the Trustee any Opinion of Bond Counsel required under the provisions of this Tax Agreement, including any Opinion of Bond Counsel required by this Tax Agreement or the annual compliance checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, Gross Proceeds must not be invested at a Yield greater than the Yield on the Bonds:

(a) *Project Fund, Costs of Issuance Fund, and Capitalized Interest Fund*. Bond proceeds deposited in the Project Fund, Costs of Issuance Fund, and Capitalized Interest Fund and investment

earnings on such proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in such funds after 3 years, such amounts may continue to be invested without yield restriction so long as the City pays to the IRS all yield reduction payments in accordance with Regulations § 1.148-5(c).

(b) *Debt Service Fund and Revenue Fund*. To the extent that the Revenue Fund and Debt Service Fund, collectively, qualifies as a Bona Fide Debt Service Fund, money in such accounts may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Bond Reserve Fund*. Money in the Bond Reserve Fund may be invested without Yield restriction up to the least of (1) 10% of the stated principal amount of the Bonds, (2) the maximum annual principal and interest requirements on the Bonds (determined as of the Issue Date), or (3) 125% of the average annual principal and interest requirements on the Bonds (determined as of the Issue Date). If the aggregate initial offering price of the Bonds to the public is less than 98% or more than 102% of par, such offering price must be used in clause (1) in lieu of the stated principal amount.

(d) *Minor Portion*. In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Fair Market Value.

(a) *General*. No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with § 1.148-5 of the Regulations.

(b) *Established Securities Market*. Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with § 1.148-5 of the Regulations.

(c) *Certificates of Deposit*. The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts*. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The Issuer or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(i) The bid specifications are in writing and are timely forwarded to potential providers.

(ii) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (A) that the potential provider did not consult with any other potential provider about its bid, (B) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer, the Trustee, or any other person (whether or not in connection with the bond issue), and (C) that the bid is not being submitted solely as a courtesy to the Issuer, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(iv) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(v) The terms of the solicitation take into account the Issuer's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(vi) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(vii) At least three "reasonably competitive providers" are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(i) At least three bids are received from providers that were solicited as described above and that do not have a "material financial interest" in the issue. For this purpose, (A) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (B) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (C) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(ii) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(iii) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest Yielding bona fide bid (determined net of any broker's fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The Issuer and the Trustee retain the following records with the Bond documents until three years after the last outstanding Bond is redeemed:

(i) A copy of the Guaranteed Investment Contract.

(ii) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(iv) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.,* as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General.* A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the gross proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from Rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**.

(b) *Applicable Spending Exceptions*.

(1) The City and (based solely on the expectations of the City) the Issuer expect that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the City or another Qualified User.

(2) The following optional rebate spending exceptions can apply to the Bonds:

(i) 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).
(ii) 18-month spending exception (Regulations § 1.148-7(d)).
(iii) 2-year spending exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the fund cannot be taken into account in computing arbitrage rebate and yield reduction amounts (1) with respect to such portion that meets the 6-month, 18-month or 2-year spending exception, or (2) for a given Bond Year, if the gross earnings on the Debt Service Fund for such Bond Year are less than $100,000. If the average annual debt service on the Bonds does not exceed $2,500,000, the $100,000 earnings test may be treated as satisfied in every Bond Year.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the City may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the City must continue to comply with **Section 4.6** hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within 1 year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent in accordance with the following schedule:

Time Period After the Issue Date	**Minimum Percentage of Adjusted Gross Proceeds Spent**
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

(5) For purposes of applying the 18-month and 2-year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the Issuer uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price the Bonds or $250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2-year spending exceptions only, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months after the Issue Date in the case of the 18-month spending exception or 3 years after the Issue Date in the case of the 2-year spending exception.

Section 4.6. Computation and Payment of Arbitrage Rebate.

(a) *Rebate Fund*. The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount*. The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the Issuer, and not later than ten days following each Computation Date. The City and the District will cooperate to provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee, the Issuer and the City together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals.

(c) *Rebate Payments*. Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct: Internal Revenue Service Center, Ogden, UT 84201.

Section 4.7. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the City or the Issuer desires that a different firm act as the Rebate Analyst, then the City by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Certificate, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the City fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.8. Rebate Report Records. The Trustee and the City will retain copies of each arbitrage rebate report and opinion until three years after the final Computation Date.

Section 4.9. Filing Requirements. The Trustee, the Issuer and the City will file or cause to be filed with the Internal Revenue Service such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

Section 4.10. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

Section 4.11. Tax Audits. The Issuer and the City acknowledge that the IRS has a routine tax audit program in place and that the cost of professional representation and compliance with requests for records and other information that are a part of such an audit can be substantial, even if no violation of tax laws are found. The Issuer and the City also recognize that under current administrative procedures the IRS must direct audit inquiries to the Issuer, even though the City has the primary responsibility for maintaining the exclusion of interest on the Bonds from gross income for federal income tax purposes. Upon receipt of notice of the commencement of any audit of the Bonds, the Issuer or the City will notify the other promptly. Throughout the term of the audit and any subsequent proceedings, the Issuer and the City will provide copies to one another of any correspondence received from or transmitted to the IRS by the other. The Issuer may hire its own legal counsel to represent its interests in connection with the audit or in any further proceeding that results from the audit. At the request of the Issuer, the City will hire separate legal counsel to represent the City's interests in the audit. The City, upon written request of the Issuer, will assume responsibility for responding to information and document requests made by the auditor that are within the knowledge or possession of the City. So long as the City shall not be in default under the terms of the Financing Agreement, neither the Issuer nor the City shall have the right to represent or otherwise bind the other party in connection with any settlement related to the tax-exempt status of the Bonds. Nothing contained in this section is intended to limit the rights of the Issuer to recovery under the Financing Agreement or any other agreement or certificate executed in connection with the issuance of the Bonds. All costs incurred by the City and/or the Issuer under this Section shall be paid from the Trust Estate.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of,

redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bondowners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Issuer and the Trustee receive this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The Issuer, the District, the City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Issuer, the District, the City and the Trustee will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Agreement, the Issuer, the District, the City and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. None of the Issuer, the District, the City or the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of their knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the Issuer, the District, the City and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture, the Financing Agreement, or the Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement. The certifications and representations made in this Tax Agreement and the expectations presented in this Tax Agreement are intended, and may be relied upon, as a certification of an officer of the Issuer given in good faith described in Regulations § 1.148-2(b)(2). The City and the District understand that its certifications in this Tax Agreement will be relied upon by the Issuer in the issuance of the Bonds and execution of this Tax Agreement. The Issuer, the District, and the City understand that such certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Bondowners or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or

any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

[Remainder of Page Intentionally Blank.]

The parties to this Tax Agreement have caused this Tax Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Bonds.

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF INDEPENDENCE, MISSOURI

By _____
President

ATTEST:

_____
Secretary

CITY OF INDEPENDENCE, MISSOURI

By: _____
Troy Anderson, City Manager

(SEAL)

ATTEST:

_____
Susanne Holland, City Clerk

WALLY'S TRANSPORTATION DEVELOPMENT DISTRICT

By: _____
_____, [**Chair and Executive Director**]

(SEAL)

Attest:

_____
_____, Secretary

UMB BANK, N.A., as Trustee

By:_____
Name:
Title:

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B

IRS FORM 8038-G

ATTACHMENT TO IRS FORM 8038-G:

$[Principal Amount]
The Industrial Development Authority of the City of Independence, Missouri
Tax Increment and Special District Revenue Bonds
(Wally's Redevelopment Project)
Series 2026

PART II: Type of Issue
Line 11-18 Users of Bond Proceeds:

Form 8038-G Line Number	User Name	Employer Identification Number	Governmental or Nongovernmental Entity	Summary of Use

EXHIBIT C

RESOLUTION OF OFFICIAL INTENT

EXHIBIT D

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY

EXHIBIT E

SAMPLE
ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt bonds ("Bonds") financing Financed Asset:	**$[Principal Amount] The Industrial Development Authority of the City of Independence, Missouri Tax Increment and Special District Revenue Bonds (Wally's Redevelopment Project) Series 2026**
Issue Date of Bonds:	**[Issue Date]**
Placed in service date of Financed Facility:	
Name of Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 Ownership	Was the entire Financed Facility owned by the City during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Facility leased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Facility been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the management agreement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

$[Principal Amount]
The Industrial Development Authority of the City of Independence, Missouri
Tax Increment and Special District Revenue Bonds
(Wally's Redevelopment Project)
Series 2026

Final Written Allocation

The undersigned is the _____ of the City of Independence, Missouri (the "City") and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the bond issue referenced above (the "Bonds") is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Bond proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the "Code"). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the "project" was "placed in service" (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Bonds.

Background. The Bonds were issued on [Issue date] (the "Issue Date"), by The Industrial Development Authority of the City of Independence, Missouri (the "Issuer"). The Bonds were issued in order to provide Reimbursable Redevelopment Project Costs (as defined in the Redevelopment Agreement) (the "Project"). The Bonds were issued pursuant to an Indenture of the Issuer. Proceeds of the Bonds were deposited to the following accounts:

Project Fund.
Costs of Issuance Fund.
Capitalized Interest Fund.
Bond Reserve Fund.

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. A portion of the costs of the Project was paid from sale proceeds of the Bonds and the remaining portion of the costs of the Project was paid from earnings from the investment of bond sale proceeds and from other money of the City as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Bond proceeds (i.e., the "Financed Facility" referenced in the Tax Compliance Agreement) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Bonds to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an

amount it had previously paid or incurred. Amounts received from the sale of the Bonds and retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Bonds.

Placed In Service. The Project was "placed in service" on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be "placed in service" as of the date on which, based on all the facts and circumstances: (a) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF INDEPENDENCE, MISSOURI

_____

By: _____

Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

_____

Date of Review: _____

SCHEDULE 1
TO FINAL WRITTEN ALLOCATION

ALLOCATION OF SOURCES AND USES

[Insert Spreadsheet]

SCHEDULE 2
TO FINAL WRITTEN ALLOCATION

IDENTIFICATION OF FINANCED FACILITY
&
DETAILED LISTING OF EXPENDITURES

[Insert Spreadsheet]

JACKSON COUNTY ELECTION BOARD

MICHAEL K. WHITEHEAD, CHAIRMAN * HENRY R. CARNER, SECRETARY * COLLEEN M. SCOTT, MEMBER * LYLE K. QUERRY, MEMBER
TAMMY L. BROWN, DIRECTOR * SARA A. ZORICH, DIRECTOR
215 N. LIBERTY ST * PO BOX 296, INDEPENDENCE, MO 64051
816-325-4600 * FAX 816-325-4609 * jcebmo.org

May 27, 2026

Ms. Susanne Holland
City of Independence
111 E. Maple Ave.
Independence, MO 64050

Dear Ms. Holland:

The Jackson County Board of Election Commissioners has checked the recall petition containing 112 pages and found at least 745 (seven hundred forty-five) registered qualified voters signed the petition. Enclosed is the report.

If you have any questions, please contact our office.

Sincerely,

Tammy L. Brown
Director

Sara A. Zorich
Director

CYIN Recall John Perkins 2026 - CYIN Recall John Perkins 2026

Date: 05/27/2026
Report No.: PM-007

Jackson County

INDEPENDENCE COUNCIL DISTRICT 1

	Total
1. Number of signatures found valid as "R"	729
2. Number of signatures found valid as "RDA"	16
3. Total Number of Valid Signatures (add 1 and 2)	**745**
4. Number of signatures found invalid as "NR"	124
5. Number of signatures found invalid as "WA"	0
6. Number of signatures found invalid as "WS"	21
7. Total Number of Invalid Signatures (add 4, 5 and 6)	**145**
8. Total number of duplicate signatures	8
9. Total Number of Signatures Checked (add 3, 7 and 8)	**898**

Tammy R Brown Tara A Zeile

Signature of County Clerk or Elections official

5-27-26

Date

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: LINDA JOHNSON Sign: Linda Johnson
Date: 5/5/26 Address: 10417 E 25th TERR S INDEP. MO. 64052

2. Print: Jerry Newton Sign:
Date: 5/10 Address: 11208 E Peery Independence MO.

3. Print: Suzanne de Spelder Sign:
Date: 5/10/26 Address: 11208 E. Peery St. Independence MO 64054

4. Print: _____ Sign: _____
Date: _____ Address: _____

5. Print: _____ Sign: _____
Date: _____ Address: _____

6. Print: _____ Sign: _____
Date: _____ Address: _____

7. Print: _____ Sign: _____
Date: _____ Address: _____

8. Print: _____ Sign: _____
Date: _____ Address: _____

9. Print: _____ Sign: _____
Date: _____ Address: _____

10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Richard B Biggs, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 3 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Richard B Biggs
Circulator's Street Address: 1707 S Northern BLVD Indepen
Circulator's City, State and Zip Code: Independence MO 64055
Subscribed and sworn to before me, Rachel Becker
a Notary Public, for the State of Missouri, County of Jackson this 20th day of May, 2026.
Signature of notary: Rachel Becker
My Commission Expires: March 2, 2027

RACHEL BECKER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 2, 2027
CASS COUNTY
COMMISSION #23798414

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Christina Lind Rowe Sign: Christina Lind Rowe
Date: 5/21/26 Address: 3405 N. Osage St. Independence, MO 64050

2. Print: Jose G Maravilla Sign:
Date: 5-21-26 Address: 18604 E 12th Ter N Independence MO 64050

3. Print: Mccauley Ayala Sign:
Date: 5-21-26 Address: 5424 E 16th Terr. Kansas City, MO 64127

4. Print: Marie Grenaudt Sign: Marie Grenaudt
Date: 5/21/26 Address: [illegible] 4139 N Kendelle dr 64056

5. Print: Sherri [illegible] Rodriguez Sign: Sherri Rodriguez
Date: 5-21-26 Address: 15911 E. Elm Independence MO 64050

6. Print: Kayla Evans Sign:
Date: 5/21 Address: 120 N Allen Rd Independence, MO 64050

7. Print: Jody Hudson Sign:
Date: 5-21-26 Address: 806 S HARDY AVE INDEP MO 64053

8. Print: Justin Broton Sign: Justin E. Broton
Date: 5-22-26 Address: 11106 E Winner Road Independence Mo. 64052

9. Print: Nora Coy Sign: Nora E Coy
Date: 5-22-26 Address: 10500 E 19th Ter S. Indep. MO 64052

10. Print: Tina Bushton Sign: Tina Bushton
Date: 5-22 Address: 13002 40 Highway Independence mo. 64055

CIRCULATOR'S AFFIDAVIT: I Ellen Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Ellen Marie Breitenbach
Circulator's Street Address: 1110 west walnut St.
Circulator's City, State and Zip Code: Indep mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 24 day of May, 2026.
Signature of notary:
My Commission Expires: 6/24/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

3

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: LaRon McCain Sign: LaRon McCain
Date: 5/22/26 Address: 11412 Est 11th St. indep. MO. 64054
2. Print: Brian Lamb Sign: Brian Lamb
Date: 5-22-26 Address: 922 N. Main St. Apt A Independence MO 64050
3. Print: Angela Tomlinson Sign: Angela Tomlinson
Date: 5-22-26 Address: 1824 S Hedges Ave Indep MO 64052
4. Print: Elizabeth Bellamy Sign: Elizabeth Bellamy
Date: 5-22-26 Address: 609 N Highland Dr Indep. MO 64056
5. Print: Stephen Lang Sign: SLang
Date: 5-22-26 Address: 136 South Spring Indep MO 64055
6. Print: Richard EVANS Sign: Richard Evans
Date: 5/22 Address: 615 S Hunting Indep MO 64053
7. Print: Michelle Pena Sign: Michelle Pena
Date: 5/22/26 Address: 1006 S. Northern Blvd Indep MO 64053
8. Print: Victor PENA Sign: Victor Pena
Date: 5/22/26 Address: 1006 S. Northern Blvd Indep MO 64053
9. Print: Cyndie Dorsett Sign: Cyndie Dorsett
Date: 5-22-26 Address: 1518 W St Charles Ave Indep MO 64050
10. Print: Danny Bower Sign: Danny Bower
Date: 5/22/26 Address: 10906 E. Truman rd. #3 Independence Mo. 64052

3

CIRCULATOR'S AFFIDAVIT: I, Elissa M Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elissa Marie Breitenbach
Circulator's Street Address: 1110 West Walnut Street Independence MO
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 14th day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/24/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

2

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: TAMARHA TAYLOR Sign: Tamarha Taylor
Date: 5-22-26 Address: E. 46th TERRACE 64133
2. Print: Mark Pope Sign: Mark Pope
Date: 5-22-26 Address: 917 w Forest Independence 64050
3. Print: Ronda DRIVER Sign: Ronda Driver
Date: 5-22-26 Address: 18510 E 9th St. Indep. MO 64056
4. Print: Lisa Snedeger Sign: Lisa Snedeger
Date: 5-22-26 Address: 238 N Home Ave Independence Mo 64053
5. Print: PHIL SNEDEGER Sign: Phil Snedeger
Date: 5-22-26 Address: 238 N HOME AVE. INDEPENDENCE MO 64053
6. Print: Shyanne Smith Sign: Shy Smith
Date: 5-22-26 Address: 16809 E St 5th St. N Indep. MO. 64056
7. Print: JUSTIN DAWSON Sign: Justin Dawson
Date: 5-22-26 Address: 1317 S MAYWOOD AVE INDEPENDENCE MO 64052
8. Print: Jeremy Piedmonte Sign: Jeremy Piedmonte
Date: 5-22-26 Address: 16420 E 19th Terrace S, Independence, MO 64052
9. Print: Brad J Bellow Sign: Brad Bellow
Date: 5-22-26 Address: 609 N. Rishland Dr Indep MO 64056
10. Print: Linda Wood Sign: Linda Wood
Date: 5-22-26 Address: 1409 W. Maple Ave Apt C Indep. MO 64050

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach
Circulator's Street Address: 1110 West Walnut St
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 24 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

5

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Robert T Smith Sign: Robert Smith
Date: 05-20-26 Address: 1365 Ash Ave Indep MO 64053
2. Print: Ginny Henson Sign: Ginny Henson
Date: 05/20/26 Address: 11418 E 16th St S. Independence MO. 64052
3. Print: Jacob Keeser Sign:
Date: 5/21/26 Address: 1224 South Willow Ave Independence, MO 64052
4. Print: Stephen Rowe Sign: Stephen Rowe
Date: 5/21/26 Address: 3405 N. Osage St. Independence MO 64050
5. Print: Elizabeth Barron Sign: Elizabeth Barron
Date: 5/21/26 Address: 11331 East 10th Street South Independence, MO 64054
6. Print: Jennifer Morrow Sign: Jennifer Morrow
Date: 5.22.26 Address: 1402 W Walnut St. Independence, MO 64050
7. Print: BrandonVanKeirsbilck Sign: BrandonVanKeirsbilck
Date: 5/22/26 Address: 11526 E 16th st S Independence 64052
8. Print: Cassandra Cramer Sign: Cassandra R Cramer
Date: 5-22-26 Address: 124 S. Brookside Ave Indep MO 64053
9. Print: Ralvy Camacho Sign:
Date: 5-22-26 Address: 11204 E 36 St S. Independence MO 64052
10. Print: Robert Ferris Sign: Robert Ferris
Date: 5-22-26 Address: 319 Park AVE Buckner MO. 64016

5

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach
Circulator's Street Address: 1110 West Walnut St
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 24 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

5

6

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Daniel wright Sign: Daniel wright
Date: 5/23/26 Address: 130 S Willow ave 64053
2. Print: John Hatch Sign: John Hatch
Date: 5/23/26 Address: 628 N Delaware st Indep mo 64050
3. ~~Print:~~ ~~Paul Moeller~~ ~~Sign:~~ ~~Paul Moeller~~
Date: _____ Address: Signed Already
4. Print: BRADFORD A DAVIS Sign: Bradford A Davis
Date: 5-23-26 Address: 2804 N SPRING St 64050
5. Print: Annette E. Davis Sign: Annette E Davis
Date: 5/23/26 Address: 2804 N. Spring St, Independence, MO 64050
6. Print: Becky Heimonen Sign: Becky Heimonen
Date: 5/23/26 Address: 1026 E Parker Ave, Independence MO 64050
7. Print: Jaden Hughes Sign: Jaden Hughes
Date: 5/23/26 Address: 1406 S Harris ave, 64052
8. Print: Michael Fortner Sign: Michael Fortner
Date: 5/23/26 Address: 1005 S. Cottage Indep Mo 64050
9. Print: Virginia Fortner Sign: Virginia Fortner
Date: 5/23/26 Address: 1005 S. Cottage Indep mo 64050
10. Print: Hayleigh Mertell Sign: [signature]
Date: 5/23/26 Address: 2214 S Evanston Ave Independence MO 64052

6

CIRCULATOR'S AFFIDAVIT: I Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Breitenbach
Circulator's Street Address: 1110 West Walnut Street
Circulator's City, State and Zip Code: Indep mo. 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 24 day of May 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

6

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Stephanie J Welsh Sign: Stephanie J Welsh
Date: 4-30-26 Address: 1831 S. Claremont Ave Independence MO 64052
2. Print: Pamela Guerra Sign: Pamela Guerra
Date: 4.30.26 Address: 1831 S. Claremont Ave Independence, Mo. 64052
3. Print: Marc Welsh Sign: Marc Welsh
Date: 4-30-26 Address: 1831 S. Claremont Ave Independence, MO 64052
4. Print: Patti Allred Sign: Patti Allred
Date: 4/30/2026 Address: 1819 S. Claremont Ave. Independence MO 64052
5. Print: Teresa Ravenscroft Sign: Teresa Ravenscroft
Date: 4/30/26 Address: 1844 S. Claremont ave Indep. MO. 64052
6. Print: Scott Rogers Sign: Scott Rogers
Date: 4/30/26 Address: 1836 S. Claremont Independence mo 64052
7. Print: Javeene Littlejohn Sign: Javeene L. Littlejohn
Date: 5/30/26 Address: 11318 E. 19th street Indep. MO. 64052
8. Print: Jolene Dillon Sign: Jolene Dillon
Date: 04 30 Address: 11321 E 19th St S Independence, MO 64052
9. Print: John Dillon Sign: John Dillon
Date: 4-30 Address: 11321 E 19th St S Independence MO 64052
10. Print: ELLIOTT J WYATT Sign: Elliott Wyatt
Date: 4/30/26 Address: 1809 S VERMONT AVE INDEPENDENCE MO 64052

CIRCULATOR'S AFFIDAVIT: I, Betty A Fox, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Betty A. Fox
Circulator's Street Address: 1821 S. Claremont Ave
Circulator's City, State and Zip Code: Independence MO 64052
Subscribed and sworn to before me, Jazmin Garcia Bosquez
a Notary Public, for the State of Missouri, County of Jackson this
May day of 12th, 2026.
Signature of notary: Jazmin Garcia Bosquez
My Commission Expires: 05/23/2026

JAZMIN GARCIA BOSQUEZ
MY COMMISSION EXPIRES
5-23-2026
NOTARY SEAL
#21978930
JACKSON COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: MARIO HERRERA Sign: Mario Herrera 64052
Date: 4/30 Address: 1706 S CLAREMONT INDEPENDENCE
2. Print: Mark Allred Sign: Mark Allred
Date: 4/30/2026 Address: 1819 S Claremont Ave Independence 64052
3. Print: Alice Evans Sign: Alice Evans Independence 64052
Date: 4/30/26 Address: 1801 E 26th Terr Ct S Independence mo 64052
4. Print: Chris Fender Sign: Chris Fender
Date: 4/30/26 Address: 508 S. Main Independence, Mo. 64050
5. Print: JANA FENDER Sign: Jana S Fender
Date: 5/1/26 Address: 508 S. MAIN ST., INDEPENDENCE, MO 64050
6. Print: Evelyn Joyce Thevenet Sign: Evelyn Joyce Thevenet
Date: 5-2-26 Address: 900 S. Northern Boulevard Independence Mo 64053
7. Print: SHERRY MICHELLE THEVENET Sign:
Date: 5-2-26 Address: 900 S NORTHERN BLVD, INDEPENDENCE, MO, 64053
8. Print: Beth Simpson Sign: Beth Simpson
Date: 5/2/26 Address: 11416 E 19th St S Independence MO 64052
9. Print: Cole Kennedy Sign: Cole Kennedy
Date: 5/2/26 Address: 1900 S Sterling Ave Independence 64052
10. Print: ANNIE HONN Sign: Annie Honn
Date: 5/2/26 Address: 1900 S STERLING AVE, INDEPENDENCE, MO 64052

CIRCULATOR'S AFFIDAVIT: I, Betty A Fox, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Betty A. Fox
Circulator's Street Address: 1821 S. Claremont Ave
Circulator's City, State and Zip Code: Independence Mo 64052
Subscribed and sworn to before me, Jazmin Garcia Bosquez
a Notary Public, for the State of Missouri, County of Jackson this
May day of 12th, 2026.
Signature of notary: Jazmin Garcia Bosquez
My Commission Expires: 05/23/2026

JAZMIN GARCIA BOSQUEZ
MY COMMISSION EXPIRES
5-23-2026
NOTARY SEAL
#21978930
JACKSON COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Ryan Graves Sign: Ryan Graves
Date: 5/2/26 Address: 2340 S. Overton Independence MO 64052
2. Print: Vianca Norris Sign: Vianca Norris
Date: 05/02/26 Address: 1104 S. Woodland ave. Independence, Missouri 64050
3. Print: Michael S. Lockwood Sign: Michael S. Lockwood
Date: 5/2/26 Address: 534 S. Arlington Ave Indep., MO. 64053
4. Print: Susana Huntoon Sign: Susana Huntoon
Date: 5/2/26 Address: 2038 S. Arlington Ave, Independence, MO. 64052
5. Print: Brian Kearney Sign: Brian Kearney
Date: 5/2/26 Address: 9725 E. Winner Rd, Indep, Mo 64052
6. Print: Peggy Kearney Sign: Peggy Kearney
Date: 5/2/26 Address: 9725 E Winner Rd Independence MO 64052
7. Print: Sherrie Mann Sign: Sherrie Mann
Date: 5/2/26 Address: 11071 East Westport Road Independence MO 64052
8. Print: Courtney Phillips Sign: Courtney Phillips
Date: 5/2/26 Address: 11071 East Westport Rd Independence MO 64052
9. Print: Richard B. Iggs Sign: Richard Biggs
Date: 5/3/26 Address: 1707 S. Northern BLVD Independence 64055
10. Print: Donna L. Postlethwait-Acorn Sign: Donna L Postlethwait-Acorn
Date: 5/2/26 Address: 1720 S. Overton Ave Independence MO 64052

CIRCULATOR'S AFFIDAVIT: I, Betty A. Fox, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Betty A. Fox
Circulator's Street Address: 1821 S. Claremont Ave
Circulator's City, State and Zip Code: Independence MO 64052
Subscribed and sworn to before me, Jazmin Garcia Bosquez
a Notary Public, for the State of Missouri, County of Jackson this
May day of 12th, 2026.
Signature of notary: Jazmin Garcia Bosquez
My Commission Expires: 05/23/2026

JAZMIN GARCIA BOSQUEZ
MY COMMISSION EXPIRES
5-23-2026
NOTARY SEAL
#21978930
JACKSON COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: WALTHENA THURMAN Sign: Waltthena C Thurman
Date: 5-2-26 Address: 1907 S. HEDGES AVE INDEP. MO 64052
2. ~~Print:~~ ~~Marissa Villarreal~~ ~~Sign:~~ ~~M. Villa~~
~~Date: 5/2/26 Address: 15800 E 38th St S. Independence MO 64055~~
3. ~~Print:~~ ~~Arturo Rodriguez~~ ~~Sign:~~
~~Date: 5/2/26 Address: 6606 E 11th Street Kansas City Mo. 64126~~
4. Print: LEO PADILLA Sign: Leo Adrian Padilla
Date: 5-3 Address: 1613 N Station Independence MO 64052
5. Print: Mark K Chiesa Sign: Mark Chiesa
Date: 5-3-26 Address: 1855 - Harvard Ave Independence MO 64052
6. Print: Belinda Chiesa Sign: Belinda Chiesa
Date: 5/3/26 Address: 1855 Harvard Ave Ind MO 64052
7. Print: DAVID ZANG Sign: David Zang
Date: 5/3/26 Address: 1840 S. CRESCENT AVE INDEP, MO 64052
8. Print: Christina Zang Sign: C Zang
Date: 5/3/26 Address: 1840 S. Crescent Ave. Indep. MO 64052
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

10

CIRCULATOR'S AFFIDAVIT: I, Betty A. Fox, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 8 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before ~~signing~~ to read the full text of this recall petition.

Circulator's Signature: Betty A. Fox
Circulator's Street Address: 1820 S Claremont Ave
Circulator's City, State and Zip Code: Independence MO 64052
Subscribed and sworn to before me, Jazmin Garcia Bosquez
a Notary Public, for the State of Missouri, County of Jackson this
May day of 12, 2026.
Signature of notary: Jazmin Garcia Bosquez
My Commission Expires: 05/23/2026

JAZMIN GARCIA BOSQUEZ
MY COMMISSION EXPIRES
5-23-2026
NOTARY SEAL
#21978930
JACKSON COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

10

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: KENNY REYNOLDS Sign: Kenny Reynolds
Date: 5-23-26 Address: 720 NORTH sunrise DR Indep MO 64050
2. Print: KENNETH DALE REYNOLDS Sign: Kenneth Dale Reynolds
Date: 5-23-26 Address: 407 DICKINSON RD
3. Print: JUDITH LEA REYNOLDS Sign: Judith Lea Reynolds
Date: 5-23-26 Address: 407 Dickinson rd
4. Print: Laura D Leonard Sign: Laura Leonard
Date: 5-29-26 Address: 500 Dickinson Rd Indep. MO 64050
5. Print: Casey Piper Sign: Casey Piper
Date: 5-23-26 Address: 720 Dickinson Rd 64050
6. Print: Deanna Helm Sign: Deanna Helm
Date: 5/23/26 Address: 18007 E 16th Terr N Indep. Mo. 64058
7. Print: RW Eli Sign: RW Eli
Date: 5/23 Address: 911 Dickinson Rd. Indep Mo. 64050
8. Print: Jacob Kelley Sign:
Date: 5/23/26 Address: 1814 S. Vassar Ave
9. Print: [illegible] Sign:
Date: 5/23 Address: 613 S ash ave
10. Print: VICTORIA Hawkins Sign: VICTORIA Hawkins
Date: 5/23 Address: 613 s ash ave 64053

11

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 24 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

11

12

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Janis Young Sign: Janis Young
Date: 5/4 Address: 1923 Hardy Ave
2. Print: Nolli Thilstrup Sign: Nolli Thilstrup
Date: 5/4 Address: 1906 Hardy Ave
3. Print: Heather Copeland Sign: Heather Copeland
Date: 5/4/26 Address: 1905 Hardy Ave
4. Print: _____ Sign: _____
Date: _____ Address: _____
5. Print: _____ Sign: _____
Date: _____ Address: _____
6. Print: _____ Sign: _____
Date: _____ Address: _____
7. Print: _____ Sign: _____
Date: _____ Address: _____
8. Print: _____ Sign: _____
Date: _____ Address: _____
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

12

CIRCULATOR'S AFFIDAVIT: I, Belinda Chiesa, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 3 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Belinda Chiesa
Circulator's Street Address: 1855 Haviland AVE
Circulator's City, State and Zip Code: Independence MO 64052
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
24 day of May, 2026.
Signature of notary: _____
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

12

13

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: JEFFREY A. MANLEY Sign: [signature]
Date: 5/19/26 Address: 1413 N. EMERY ST. INDEP. MO. 64050

2. Print: David Cavanah Sign: [signature]
Date: 5/23/26 Address: 109 W Ruby Ave Indep MO 64050

3. Print: _____ Sign: _____
Date: _____ Address: _____

4. Print: _____ Sign: _____
Date: _____ Address: _____

5. Print: _____ Sign: _____
Date: _____ Address: _____

6. Print: _____ Sign: _____
Date: _____ Address: _____

7. Print: _____ Sign: _____
Date: _____ Address: _____

8. Print: _____ Sign: _____
Date: _____ Address: _____

9. Print: _____ Sign: _____
Date: _____ Address: _____

10. Print: _____ Sign: _____
Date: _____ Address: _____

13

CIRCULATOR'S AFFIDAVIT: I, CAROL PETRINI, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 2 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: [signature]
Circulator's Street Address: 730 N MAIN
Circulator's City, State and Zip Code: INDEPENDENCE, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
24 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

13

14

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Andrea Greenbaum Sign: [signature]
Date: 5/14/26 Address: 223 W 2nd St S Apt. D. Independence MO 64050
2. Print: Elizabeth Kilgore Sign: [signature]
Date: 5/16/26 Address: 1023 N. Liberty St Independence MO 64050
3. Print: TOMMY SHORT Sign: [signature]
Date: 5-16-26 Address: 19217 E 32nd ST CT INDEP MO 64057
4. Print: _____ Sign: _____
Date: _____ Address: _____
5. Print: _____ Sign: _____
Date: _____ Address: _____
6. Print: _____ Sign: _____
Date: _____ Address: _____
7. Print: _____ Sign: _____
Date: _____ Address: _____
8. Print: _____ Sign: _____
Date: _____ Address: _____
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

14

CIRCULATOR'S AFFIDAVIT: I, Edward Horton, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 3 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: [signature]
Circulator's Street Address: 1106 N Liberty St
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 24 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

14

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Douglas Epps Sign:
Date: 5-20 Address: 112 E 2nd S Independence MO.
2. Print: ~~Emerson Rensing~~ Sign:
Date: 5-20 Address: ~~1402 N Main Street~~ Independence Missouri
3. Print: Marissa Winsor Sign:
Date: 5-20 Address: 1703 N Pearl St, Independence, Missouri, 64050
4. Print: Emerson Rensing Sign:
Date: 5-20 Address: 809 W Truman Road
5. Print: Jeremy Baker Sign:
Date: 5/20 Address: 1200 N. Lynn St Independence, MO 64050
6. Print: JEFF FERGUSON Sign:
Date: 5-20 Address: 1108 N. LYNN ST. INDEP. MO. 64050
7. Print: PAMELA PFANNERSTILL Sign:
Date: 5-20 Address: 1100 N LYNN ST. INDEPENDENCE MO 64050
8. Print: Melanie Emery Sign:
Date: 5.20 Address: 1024 N. main st. Independence mo 64050
9. Print: Christina Vogler Sign:
Date: 5/20/26 Address: 100 W Moore St Independence, MO 64050
10. Print: Jordan Ryan Sign:
Date: 5/20/26 Address: 1315 N. Main St. Independence MO 64050

15

CIRCULATOR'S AFFIDAVIT: I, McKenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: McKenna Cobb
Circulator's Street Address: 714 N Chrysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 22 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

16

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

VR 1. Print: Caitlin Jones Sign: Caitlin Jones
Date: 5-11 Address: 140 S Crescent Ave Independence mo 64053

IR 2. Print: Jan Garrison Sign:
Date: 5-11 Address: 1019 Shamrock Ave Independence MO 64053

R 3. Print: Richard Young Sign:
Date: 5/11 Address: 1924 South Willow Ave Independence Mo 64055

DR 4. Print: Zachary Fashing Sign:
Date: 5/12/26 Address: 15212 East Noyes Rd Independence Mo 64055

R 5. Print: Shirley Gregory Sign:
Date: 5/14/26 Address: 1410 N. Spring Independence mo 64050

IR 6. Print: Tom Gregory Sign:
Date: 5/14/26 Address: 1410 N Spring Independence mo 64050

IR 7. Print: Trisha Otis Sign:
Date: 5/15 Address: 1325 S Main St Independence, mo 64055

8. Print: ~~Amanda Hoka~~ Sign: VOID
Date: 5-15 Address: ~~15409 E 37th St Booth Independence MO 64055~~

9. Print: ~~Daniel Young~~ Sign: VOID
Date: _____ Address:

R 10. Print: James Brackman Sign:
Date: 5-16-26 Address: 10007 18th St S Indep MO 64052

16

CIRCULATOR'S AFFIDAVIT: I, Elora M Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 8 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Elora M Breitenbach
Circulator's Street Address: 1110 West Walnut Street
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
12 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

16

17

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and .

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

JO 1. Print: Barbara Pyle Sign: Barbara Pyle
Date: 5/16/26 Address: 10905 E. 19th St. S. Independence, MO. 64052

R 2. Print: Yolanda Cuellar Sign: Yolanda C
Date: 5-15-26 Address: 1911 S. Osage Ave. Ind. MO. 64052 Independence Missouri

R 3. Print: Cheryl Turlin Sign: Cheryl Turlin
Date: 5-15-26 Address: 1900 N. Liberty, Indep. Mo. 64050 Independence

VR 4. Print: Patrick Rebello Sign: Patrick Rebello
Date: 5-15-26 Address: 1900 N. Liberty, Indep, MO 64050 Independence

R 5. Print: Pauline Bernot Sign: Pauline Bernot
Date: 5/15 Address: 1517 S Osage Ave Independence MO

R 6. Print: Paul Moeller Sign: Paul Moeller
Date: 5-15-26 Address: 1508 S. Osage Ave Independence MO 64052

7. Print: ~~Deanna Cox-Cribbs~~ Sign: ~~Deanna Cox-Cribbs~~
Date: ~~5-15-26~~ Address: ~~1806 S.~~

JO 8. Print: Ronye A. Sons Sign:
Date: 5/16/2026 Address: 2518 S. Hawthorne Ave.

NR 9. Print: Vanesa Rodriguez Sign:
Date: ~~05/16/26~~ Address: ~~1506 S Willow Avenue Independence MO 64052~~

R 10. Print: Micah Royce Dodson Sign: Micah Royce Dodson
Date: 05/16/26 Address: 1506 S Willow Avenue Independence MO 64052

17

CIRCULATOR'S AFFIDAVIT: I, MARTIN BREIFNBACH, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the ~~full text~~ of this recall petition.

R Circulator's Signature: Megan L Breifnbach
Circulator's Street Address: 1110 WEST WALNUT
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
17 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

17

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

LOA 1. Print: Cody Strain Sign: Cody A
Date: 5/17/26 Address: 136 N ASH AVE Independence MO 64053

JD 2. Print: SARAH CROWELL Sign: Sarah B Crowell
Date: 5/17/26 Address: 2736 S. WESTPORT RD INDEPENDENCE MO 64052

JD 3. Print: Karen Crowell Sign: Karen Crowell
Date: 5/17/26 Address: 2736 S Westport Rd Independence MO 64052

VR 4. Print: Lily Polton Sign: L P
Date: 05/17/26 Address: 530 Sundown Dr Independence MO 64052

R 5. Print: Milton W Rackliff II Sign: Milton W Rackliff II
Date: 5-14-26 Address: 1617 - Norwood 64052

R 6. Print: DAVID BELL Sign: David Bell
Date: 5-17-26 Address: 14814 E. MAYES RD.

R 7. Print: Dennis Zevecke Sign: Dennis Zevecke
Date: 5-17-26 Address: 1113 N main St 64050 Independence

R 8. Print: Robert Rowlett Sign: Robert Rowlett
Date: 5.17.26 Address: 1127 W. College St. Indep. MO 64050

OD 9. Print: Alexandra Ortiz Lopez Sign: Alexandra Ortiz Lopez
Date: 5.17.26 Address: 614 ewing Ave 64125 Kansas City

R 10. Print: MARJAN BAEI TENBACH Sign: Marjan Z Baeitenbach
Date: 5-17-26 Address: 0110 WEST WALNUT

18

CIRCULATOR'S AFFIDAVIT: I, Marjan Z Baeitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Marjan Z Baeitenbach MARJAN BAEI TENBACH
Circulator's Street Address: 0110 WEST WALNUT
Circulator's City, State and Zip Code: ~~0110 WEST WALNUT~~ INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 17 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

18

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

2 1. Print: Linnet Elliott-Rosenau Sign: [signature]
Date: 5/4/26 Address: 134 E Ruby Ave, Independence MO, 64050

R 2. Print: David C Lyons Jr Sign: [signature]
Date: 5/4/26 Address: 125 E Ruby Ave Independence MO 64050

R 3. Print: Jamie Scott Sign: [signature]
Date: 5-4-26 Address: 104 E. Linden Ave Independence MO 64050

R 4. Print: Leslie Oliva Sign: [signature]
Date: 5/4/26 Address: 122 E Linden Ave Independence MO 64050

R 5. Print: Alfonso Martinez Sign: [signature]
Date: 5/4/26 Address: 737 S. Main ST Independence, MO 64050

R 6. Print: Marcus A. Foster Sign: [signature]
Date: 5/4/26 Address: 907 S Main St Indep, Mo 64050

FA 7. Print: Jeff Lucht Sign: [signature]
Date: 5/4/26 Address: 921 S. Main Street Independence MO. 64050

8. Print: _____ Sign: _____
Date: _____ Address: _____

9. Print: _____ Sign: _____
Date: _____ Address: _____

10. Print: _____ Sign: _____
Date: _____ Address: _____

19

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 7 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

L Circulator's Signature: [signature] Joan M Flanagan
Circulator's Street Address: 1624 S. Liberty St.
Circulator's City, State and Zip: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lott
a Notary Public, for the State of Missouri, County of Jackson this
9 day of May 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTT
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

19

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Jamey Logan Sign:
Date: 4/30/26 Address: 624 S. Liberty St Independence Mo 64050
2. Print: Ingrid Butler Sign:
Date: 4/30/26 Address: 619 S. Liberty St., Independence, Mo 64050
3. Print: Rhonda Milligan Sign:
Date: 4/30/26 Address: 511 S Liberty St. Ind. MO 64050
4. Print: Sign:
Date: Address:
5. Print: CHRISTINA NASH Sign:
Date: 4/30/26 Address: 523 S. Osage Independence, Mo. 64050
6. Print: Lance Nash Sign:
Date: 4/30/26 Address: 523 S Osage Independence MO 64050
7. Print: Amanda Martin Sign: 64050
Date: 4/30/26 Address: 203 W Ruby Ave Independence MO 64050
8. Print: Kelsey Olds Sign:
Date: 4/30/26 Address: 721 S. Liberty St. Independence MO 64050
9. Print: George Olds Sign:
Date: 4/30/26 Address: 721 S. Liberty St. Independence, MO. 64050
10. Print: Kelly Reeves Sign:
Date: 4/30/26 Address: 801 S Liberty St. Independence MO 64050

CIRCULATOR'S AFFIDAVIT: I, Joan M Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 7 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 624 S. Liberty St
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
9 day of May, 2026
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

9/

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

DA 1. Print: ERIN MORSE Sign: Erin Morse
Date: 4/7/26 Address: 1104 S. Main St., Indep. MO 64050

DA 2. Print: ERIN SHEA-GOFF Sign: Erin Shea-Goff
Date: 4/7/26 Address: 1104 S. Main St., Indep. MO 64050

DA 3. Print: LADNER MORSE Sign: Ladner S. Morse
Date: 4/7/26 Address: 1104 S. Main St., Indep. MO 64050

DA 4. Print: MIKE Holland Sign: Mike Holland
Date: 5/7/26 Address: 1108 S. Main St. Indep, MO 64050

R 5. Print: John Ivan Sign: John Ivan
Date: 5/7/26 Address: 1007 S Main St, Indep MO 64050

R 6. Print: ~~Sarah~~ Cara Ellman Sign:
Date: 5/7/26 Address: 1007 S Main St Independence, MO

R 7. Print: David Cavanagh Sign: 64050
Date: 5/7/26 Address: 109 W Ruby Ave Independence, Mo

R 8. Print: RON WILLARD Sign: RON Willard
Date: 5/7/26 Address: 117 W. Ruby Ave, INDEP. MO 64050

9. Print: Sign:
Date: Address:

10. Print: Sign:
Date: Address:

2/

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 8 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

L Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
9 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

2/

22

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: MARCIA S ALO Sign: Marcia S Alo
Date: 5-9-26 Address: 829 So Cottage St, Indep Mo 64050

R 2. Print: Chris Guzowski Sign: Chris Guzowski
Date: 5-9-26 Address: 829 S Cottage St Indep MO 64050

R 3. Print: JAMES T PETREE Sign: James T Petree
Date: 5-9-26 Address: 8315 Cottage St

R 4. Print: Brenda Chambers Sign: Brenda Chambers
Date: 5-9-26 Address: 903 S. Cottage St. Indep. Mo. 64050

R 5. Print: SUZANNE Kay Todd Sign: Suzanne Kay Todd
Date: 5/9/26 Address: 716 W. South Ave. Independence, MO 64050

~~6. Print:~~ Sign:
Date: Address:

R 7. Print: Jeffrey Price Sign:
Date: 5/9/26 Address: 816 S. Delaware Independence Mo 64056

VR 8. Print: Joseph Villines Sign:
Date: 5-9-26 Address: 1812 S. Evanston Ave

R 9. Print: Kimberly Villines Sign: K Villines
Date: 5/9/26 Address: 1810 S. EVANSON AVE 64052

R 10. Print: Whiley Hull Sign: Whiley Hull
Date: 5/9/26 Address: 1810 S. Evanston Ave 64052

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 6324 S Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Calle N Edwards
a Notary Public, for the State of Missouri, County of Jackson this 11th day of May, 2026.
Signature of notary: Calle N Edwards
My Commission Expires: 03/01/2028

CALLE N EDWARDS
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 18253785
My Commission Expires 03-01-2028

2

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Meredith DeSchepper Sign: mresdepr
Date: 5/8/26 Address: 1520 W Short Ave Indep, MO

R 2. Print: Emily Rose Sign: Emily Rose
Date: 5/8/26 Address: 1509 W. Short Ave. Independence, MO 64050

R 3. Print: Daniel Harman Sign: Daniel Harman
Date: 5/8/26 Address: 1509 W. Short Ave, Independence, MO 64050

2 4. Print: Sam Michell Sign:
Date: 5/8/26 Address: 1429 W. Short Ave, Independence, MO 64050

R 5. Print: Jessica Yanez Sign:
Date: 5/8/26 Address: 1410 W. Short Ave. Independence MO 64050

2 6. Print: Joe Cramer Sign: Joe Cramer
Date: 5/8/26 Address: 1429 W Walnut St 64050

R 7. Print: Melissa Cramer Sign: Melissa Cramer
Date: 5/8/26 Address: 1429 W. Walnut St. Indep. MO 64050

8. Print: Sign:
Date: Address:

9. Print: Sign:
Date: Address:

10. Print: Sign:
Date: Address:

23

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 7 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 Narysler Ave
Circulator's City, State and Zip Code: Independence, MO, 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
9 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

23

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: ELAINE GUZMAN Sign: Elaine Guzman
Date: May 4 Address: 821 S Hardy Independence 64053

2. Print: Neha Castro Sign: Neha Castro
Date: May 4 Address: 828 S Hardy Ave Independence MO 64053

3. Print: Rachel Martin Sign: Rachel Martin
Date: 5/4/26 Address: 828 S. Hardy Ave Independence MO 64053

4. Print: Ethel Morton Sign: Ethel Morton
Date: 5/4/26 Address: 841 S. Hardy Ave. Independence, MO. 64053

5. Print: Angela Forari Sign: Forari
Date: 5-4-26 Address: 10401 E 9th St. S. Independence, MO 64053

~~6. Print: DIANA BOSTWICK Sign:~~
~~Date: 5-4-26 Address: 805 S ARLINGTON~~

7. Print: DIANA BOSTWICK Sign: Diana Bostwick
Date: 5-4-26 Address: 805 S. S. HARDY AVE INDEPENDENCE MO 64053

8. Print: Denver Toppings Sign: Denver Toppings
Date: 5-5-26 Address: 10506 E 10th St Independence MO 64053

9. Print: Keven Garcia Sign: Keven Garcia
Date: 5-5-26 Address: 10506 E 10th St Independence MO 64053

10. Print: Scott Laylon Sign: Scott Laylon
Date: 5-5-26 Address: 11052 E 10th ST S Indep MO 64053

24

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 9 day of May, 2026
Signature of notary: Jonathan Lotz
My Commission Expires: 6/28/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

24

25

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Joyce M Knickerbocker Sign: Joyce M Knickerbocker
Date: 4-27-26 Address: 324 N Hocker Ave Indep MO 64050

R 2. Print: Molly Gallegos Sign: Molly Gallegos
Date: 4-27-26 Address: 609 N Main St Independence, MO 64050

R 3. Print: Derrick Cobb Sign: [signature]
Date: 4-27-26 Address: 714 N Crysler Ave, Independence MO 64050

R 4. Print: Matthew Liles Sign: [signature]
Date: 4-27-26 Address: 718 N Crysler Ave Independence MO 64050

R 5. Print: Jennifer Liles Sign: [signature]
Date: 4-27-26 Address: 718 N Crysler Ave Ind MO 64050

R 6. Print: Joan M. Flanagan Sign: Joan M Flanagan
Date: 4/29/26 Address: 624 S. Liberty St. Independence, MO 64050

R 7. Print: Betty A Fox Sign: Betty A. Fox
Date: 4/29/26 Address: 1891 S. Claremont Independence MO 64052

R 8. Print: Betty Lee Weaver Sign: Betty Lee Weaver
Date: 4/29/26 Address: 205 W. Ruby Independence, Missouri 64052

9. Print: Joe McCauley Sign: Joseph R. J
Date: 4/29/26 Address: 1412 Dickinson Rd Independence MO 64050

R 10. Print: Mary A. McCauley Sign: Mary A. McCauley
Date: 4-29-26 Address: 1412 Dickinson Rd. Independence, MO. 64050

25

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 9 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

25

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

2 1. Print: Michael Pace Sign: Michael Pace
Date: 5-3-26 Address: 1708 Wabesa Ave Independence MO 64052

R 2. Print: Jade Adams Sign: Jade Adams
Date: 5-3-26 Address: 1708 Wabesa Ave Independence MO 64052

2 3. Print: Daphne Ortiz Sign:
Date: 4/3/26 Address: 300 W. Farmer St Independence 64050

2 4. Print: Brandy M Dodson Sign: Brandy Dodson
Date: 5/3/26 Address: 214 W Farmer St Apt 1 Indp MO 64050

2 5. Print: Austin Craft Sign: Austin Craft
Date: 5/3/26 Address: 214 W Farmer St Apt 4 Independence, MO 64050

2 6. Print: Joseph Ray Sign: Joseph Ray
Date: 5/10/26 Address: 623 S. Hardy Ave Independence, MO

7. Print: Stephanie Brooker Sign:
Date: Address:

2 8. Print: Stephanie Brooker Sign: Stephanie Brooker
Date: 5/3/26 Address: 619 S. Hardy Ave, Independence, MO 64053

R 9. Print: James C HONEA Sign: JC Honea
Date: 5/4/2026 Address: 624 S. Hardy Independence MO. 64053

R 10. Print: Linda Baugh Sign: Linda Baugh
Date: 5/4/26 Address: 624 s Hardy, Ave Indp., Mo 64053

26

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 19 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

L Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

26

27

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: MIKE ROBINSON Sign: Mike M
Date: 5-15-26 Address: 2405 SHAWNMONG AVE Independence MO 64057
2. Print: Victoria Barnes Sign: Victoria Barnes
Date: 5/15/26 Address: 9500 E. 13th St. S, Independence MO 64052
3. Print: MARIA RAMIREZ Sign: Maria Ramirez
Date: 5/15/ Address: 9424 E. 13th St S Independence, MO 64052
4. Print: _____ Sign: _____
Date: _____ Address: _____
5. Print: _____ Sign: _____
Date: _____ Address: _____
6. Print: _____ Sign: _____
Date: _____ Address: _____
7. Print: _____ Sign: _____
Date: _____ Address: _____
8. Print: _____ Sign: _____
Date: _____ Address: _____
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

27

CIRCULATOR'S AFFIDAVIT: I, CAROL PETRINI, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 3 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Carol Petrini
Circulator's Street Address: 730 N MAIN
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, _____
a Notary Public, for the State of Missouri, County of Jackson this 19 day of May, 2026.
Signature of notary: Teresita Naseramini
My Commission Expires: 04/10/29

TERESITA NASERAMINI
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 10, 2029
JACKSON COUNTY
COMMISSION #16210960

27

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

2 1. Print: MARCO PETRINI Sign: [signature]
Date: 5/5/26 Address: 730 N MAIN St. INDEPENDENCE, MO 64050

R 2. Print: DUSTIN BARTON Sign: [signature]
Date: 5/5/26 Address: 1514 E 10th Street Independence, MO 64053

R 3. Print: Scott Peary Sign: [signature]
Date: 5-5-26 Address: 1107 S Northern Blvd Independence 64055

2 4. Print: Marcheta No Hardison Sign: [signature]
Date: 5-5-26 Address: 920 S. Northern Blvd. Independence MO 64053

2 5. Print: Katelyn Rice Sign: [signature]
Date: 5/5/26 Address: 10507 E Lake Dr, Independence MO

R 6. Print: Darryl Hernandez Sign: [signature]
Date: 5-5-26 Address: 1706 S. Overton Ave. Indep. MO 64052

R 7. Print: Heather Smith Sign: Heather Smith
Date: 5-13-26 Address: 2018 S Northern BLVD Independence MO 64052

8. Print: ~~Phillip Lumsden~~ Sign: [signature]
Date: ~~5/13/26~~ Address: ~~1405 E. 78th Ter. Kansas City MO. 64138~~

JR 9. Print: JOAN BARY Sign: Joan Bary
Date: 5/13/26 Address: 10200 E 15th St S Independence MO 64052

R 10. Print: BILL RYAN Sign: [signature]
Date: 5-15-26 Address: 922 S. Arlington Ave Indep. MO 64053

28

CIRCULATOR'S AFFIDAVIT: I, CAROL PETRINI, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

L Circulator's Signature: [signature]
Circulator's Street Address: 730 N Main
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, _____
a Notary Public, for the State of Missouri, County of Jackson this 19 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 04/10/29

TERESITA NASERAMINI
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 10, 2029
JACKSON COUNTY
COMMISSION #16210960

6

29

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

2 1. Print: Victoria Jutting Sign: Victoria Jutting
Date: 5/9/2026 Address: 310 W. Sea Ave Independence MO 64050

2 2. Print: Janet Summe Sign: Janet Summe 317 W. Sea Ave
Date: 5/9/26 Address: 317 W Sea Ave Independence MO 64050

R 3. Print: Daniel T. Smith Sign:
Date: 5/9/26 Address: 325 W. SEA AVE, INDEPENDENCE MO 64050

R 4. Print: Cameron McGrath Sign: Cell
Date: 5/9/26 Address: 337 W. Sea Ave, Independence MO 64050

R 5. Print: Beverly Catron Sign: B.
Date: 5/9/26 Address: 413 W Sea ave Independence, MO 64050

R 6. Print: JERRY CRAMER Sign:
Date: 5/9/26 Address: 210 W. PACIFIC Ave INDEP MO 64050

R 7. Print: Michael Greer Sign: Michael Greer
Date: 5-9-26 Address: 128 E. Walnut St. Independence, MO 64050

R 8. Print: David Rader Sign:
Date: 5-9-26 Address: 315 S. Osage St Independence Mo 64050

R 9. Print: Kristin Wiebold Sign: Kristin Wiebold
Date: 5-9-26 Address: 315 S. Osage St

R 10. Print: Jason Williams Sign:
Date: 5-9-26 Address: 623 S. Liberty Indy MO 64050

29

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

1 Circulator's Signature: Joan M. Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Calle N Edwards
a Notary Public, for the State of Missouri, County of Jackson this 11th day of May, 2026
Signature of notary: Calle N Edwards
My Commission Expires: 03/01/2028

CALLE N EDWARDS
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 18253785
My Commission Expires 03-01-2028

29

30

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Raven R Parr Sign: [signature]
Date: 5/9/26 Address: 905 S. Delaware Ave Independence Mo 64050
2. Print: Kyle H Parr Sign: [signature]
Date: 5-9-26 Address: 905 S Delaware Ave 64050 Independence, Mo
3. Print: William W Spradley Sign: [signature]
Date: 5/9/26 Address: 820 S. Delaware Independence, MO 64050
4. Print: Lila Ozley Sign: [signature]
Date: 5/9/26 Address: 826 S Delaware St Independence MO 64050
5. Print: Terry E. Rollins Sign: [signature]
Date: 5/9/26 Address: 910 S. McCoy St Indep. MO. 64053
6. Print: Terri Shada Sign: [signature]
Date: 5/9/26 Address: 513 W South Ave Independence, MO 64050
7. Print: Sylvia M Wallace Sign: [signature]
Date: 5/9/26 Address: 517 W South Ave Indep MO 64050
8. Print: Lou Ellen C A in Sign: [signature]
Date: 5/9/26 Address: 607 W S. Ave Indep, Mo. 64050
9. Print: Krystal Sams Sign: [signature]
Date: 5/9/26 Address: 711 w South Ave Indep. Mo 64050
10. Print: Brittany Smith Sign: [signature]
Date: 5/9/26 Address: 717 W. South Ave Indep Mo 64050

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: [signature]
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Calle N Edwards
a Notary Public, for the State of Missouri, County of Jackson this 11th day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 03/01/2028

CALLE N EDWARDS
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 18253785
My Commission Expires 03-01-2028

30

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Dianna J. ALVAREZ Sign: Dianna J. Alvarez
Date: 5-9-26 Address: 309 W. Linden Ave. Indep. Mo. 64050

2. Print: DWIGHT CURTIS Sign: Dwight Curtis
Date: 5-9-26 Address: 321 WEST LINDEN AVE Indep MO 64050

3. Print: Britanie VanTiffin Sign: [illegible]
Date: 5-9-26 Address: 409 W. Linden Ave Independence, MO 64050

4. Print: Vanae' Jones Sign: Vanae' Jones
Date: 5/9/2026 Address: 42W W Linden Ave Unit B Independence MO 64050

5. Print: Jerry Nibarger Sign: Jerry Nibarger
Date: 5/9/26 Address: 523 W Linden Ave Indep MO 64050

6. Print: Vanessa Nibarger Sign: Vanessa Nibarger
Date: 5/9/26 Address: 523 W Linden Ave Indep MO 64050

7. Print: Bryce Gorrell Sign: Bryce Gorrell
Date: 5/9/26 Address: 338 W Sea Ave Independence, MO 64050

8. Print: Gryfon Beck Sign: Gryfon Beck
Date: 5/9/26 Address: 326 W Sea Ave Independence MO 64050

9. Print: Sherri E Garrison Sign: Sherri E Garrison
Date: 5/9/26 Address: 318 W. Sea Ave Indep MO 64050

10. Print: Brandon Jeffers Sign: Brandon Jeffers
Date: 5-9-26 Address: 314 W. Sea Ave

31

CIRCULATOR'S AFFIDAVIT: I, Joan M Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Calle N Edwards
a Notary Public, for the State of Missouri, County of Jackson this 11th day of May, 2026.
Signature of notary: Calle N Edwards
My Commission Expires: 03/01/2028

CALLE N EDWARDS
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 18253785
My Commission Expires 03-01-2028

31

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: David L. Roberts Jr Sign: David L Roberts Jr
Date: 5-7-26 Address: 205 W. Pacific Ave. Independence MO. 64050
2. Print: JENNIFER RENTERO Sign: Jennifer A Rentero
Date: 5/7/26 Address: 511 S. MAIN ST INDEPENDENCE 64050
3. Print: Nancy S. Barr Sign: Nancy S. Barr
Date: 5/7/26 Address: 519 S. Main, Indep., MO. 64050
4. Print: DeWitt Nelson Sign: DeWitt Nelson
Date: 5/7/26 Address: 10708 E 20th St South Independence MO 64052
5. Print: Lauren Van Meter Sign:
Date: 5-7-26 Address: 1010 Noland Rd. Independence MO 64050
6. Print: Lindsey R Hoon Sign: Lindsey R Hoon
Date: 5/7/26 Address: 1110 S. Noland Rd. Independence MO. 64050
7. Print: Charles L. Kistler Sign: Charles L. Kistler
Date: 5/7/26 Address: 1114 S. Noland Rd Independence MO 64050
8. Print: MARGO L BANKS Sign: Margo L Banks
Date: 5/7/26 Address: 1122 S. Noland Rd Indep. MO 64050
9. Print: David-Jackson Sign: David Jackson
Date: 5/7/26 Address: 1107 S Main St. Independence MO 64050
10. Print: COLENE JACKSON Sign: ColeneJackson
Date: 5/7/2026 Address: 1107 S. MAIN ST. INDEPENDENCE, MO 64050

32

CIRCULATOR'S AFFIDAVIT: I, Joan M Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 1624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
9 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

32

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Nicholas Hammond Sign: Nicholas Hammond
Date: 4/30/26 Address: 710 South Main Street, Independence MO 64050
2. Print: Kristin Williams Sign: Kristin Williams
Date: 5/4/26 Address: 623 S. Liberty St., Independence, Mo. 64050
3. Print: Jon Specht Sign: Jon Spe
Date: 5/4/26 Address: 627 S. Liberty st. Independence mo 64050
4. Print: Bryan Schollhammer Sign: Bryan Schollhammer
Date: 5/4/26 Address: 100 E. Linden Independence MO 64050
5. Print: IRA Howerton Sign: Ira Howerton
Date: 5-4-26 Address: 619 S. Main St
6. Print: Joshie Howerton Sign: Joshie Howerton
Date: 5-4-26 Address: 619 S. Main st. Independence MO 64050
7. Print: Hailey Neumann Sign: [illegible]
Date: 5/4/26 Address: 114 E Ruby Ave. Independence MO 64050
8. Print: JANice K. Dudley Strever Sign: Janice K Dudley Strever
Date: 5/4/26 Address: 124 E. Ruby Ave Indep. Mo 64050
9. Print: Andrew Banks Sign: Andrew Banks
Date: 5-4-26 Address: 126-E Ruby Ave Indepen MO 64050
10. Print: Shawn Banks Sign: Shawn Banks
Date: 5-4-26 Address: 126 E Ruby Ave Independence MO 64050

33

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 9 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Michael L. Sales Sign: Michael L. Sales
Date: 4-30-26 Address: 802 S. Liberty St Independence, MO 64050
2. Print: MARISS LEE Sign: Mariss Lee
Date: 4-30-26 Address: 910 S. Liberty St Indep. MO. 64050
3. Print: David P Beers Sign:
Date: 4-30-26 Address: 910 S Liberty St Independence MO 64050
4. Print: Gwen Dee Callahan Sign:
Date: 4-30-26 Address: 902 S L, Berry St Independence MO 64050
5. Print: Kevin Beach Sign:
Date: 4/30/26 Address: 115 W Sibley Ave, Independence, MO 64050
6. Print: Eric Knipp Sign:
Date: 4/30/26 Address: 900 S. Main St Independence MO 64050
7. Print: Mary Simkins Sign:
Date: 4/30/26 Address: 906 S Main St Indep, MO 64050
8. Print: Robert Simkins Sign:
Date: 4/30/26 Address: 906 S. Main St
9. Print: Kathryn M. Swann Sign:
Date: 4/30/26 Address: 910 S. Main St Independence, MO 64050
10. Print: Robert Swann Sign:
Date: 4/30/26 Address: 910 S. Main St Ind MO 64050

34

CIRCULATOR'S AFFIDAVIT: I, Joan M Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 9 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Robin Neill Sign: Robin Neill
Date: 4/30/26 Address: 200 W Ruby Ave 64050

R 2. Print: Richard Neill Sign: Richard Neill
Date: 4/30/26 Address: 200 W. Ruby Ave 64050

UP 3. Print: Fanny Mandelberg Sign: Fanny M Mandelberg
Date: 4.30.26 Address: 725 South Liberty St.

UP 4. Print: Varia Todorova Sign:
Date: 4/30/26 Address: 725 S. Liberty St Independence, MO

R 5. Print: Laci Pittman Sign: Laci Pittman
Date: 4.30.26 Address: 727 S. Liberty St. Indep. MO 64050

R 6. Print: Barbara Gilbert Sign: Barbara Jo Gilbert
Date: 4-30-26 Address: 140 W. Sea Ave. Independence MO 64050

R 7. Print: Daniel Vogelsang Sign:
Date: 4.30.26 Address: 204 W Ruby Ave, Independence, MO 64050

R 8. Print: THOMAS VOGELSANG Sign:
Date: 5-8-26 Address: 128 W SEA AVE INDEPENDENCE, MO 64050

R 9. Print: Carla Gregory Sign: Carla Gregory
Date: 5-8-26 Address: 2230 S. Overton Independence Mo. 64052

R 10. Print: William Weaver Sign:
Date: 5/8/26 Address: 205 W Ruby Indep, Mo 64050

35

CIRCULATOR'S AFFIDAVIT: I, Betty Lee Weaver, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Betty Lee Weaver
Circulator's Street Address: 205 W Ruby
Circulator's City, State and Zip Code: Independence Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
9 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

35

5/6

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

2 1. Print: STEVEN J. LINN Sign: Steven J. Linn
Date: 5/13/26 Address: 2011 S. Northern Blvd. Independence, Mo 64052

2 2. Print: Lori Carnell Sign: Lori Carnell
Date: 5/13/26 Address: 1226 S Maywood Ave Independence, MO 64052

R 3. Print: KAREN BAUM Sign: Karen Baum
Date: 5/13/26 Address: 1410 S MAYWOOD AVE INDEP., MO 64052

2 4. Print: DAVID ADAMS Sign: David Adams
Date: 5/13/26 Address: 1423 S. Maywood Ave. INDEP., MO 64052

R 5. Print: Tierra Watts Sign: T Watts
Date: 5/13/26 Address: 11419 E 14th Street South, Ind. MO 64052

R 6. Print: Selena Watts Sign: Selena Watts
Date: 5/13/26 Address: 11419 E 14th Street South, Independence MO 64052

R 7. Print: Saundra Dumont Sign: Saundra Dumont
Date: 5-13-26 Address: 11404 E. Winner Rd. Independence, MO. 64052

R 8. Print: Raymond Dumont Sign: R. Dumont
Date: 5/13/26 Address: 11404 E. Winner Rd Indep MO 64052

R 9. Print: Alex Mackey Sign:
Date: 5/13/26 Address: 11426 E Winner Rd Indep MO 64052

R 10. Print: Amanda Mackey Sign: Amanda Mackey
Date: 5-13-26 Address: 11426 E Winner Rd Indep. MO 64052

36

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 17 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

36

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Catherine Powell Sign: Catherine Powell
Date: 5-14 Address: 1400 S. ash ave Indep., MO. 64052
2. Print: [illegible] Sign: [illegible]
Date: 14/14 Address: 1520 [illegible]
3. Print: Rebecca Stewart Sign: Rebecca Stewart
Date: 5-14- Address: 1423 S Ash Ave Indep Mo 64052
4. Print: Tisha Horton Sign: [illegible]
Date: 5-14 Address: 1407 S. Ash Ave Independence MO.
5. Print: Faith Goodwin Sign: Faith Goodwin
Date: 5-14 Address: 1225 S. Ash Ave Indep. MO 64052
6. Print: Mary Taylor Sign: [illegible]
Date: 5/14/2026 Address: 1215 S Hardy Ave Indep MO 64052
7. Print: Katherine Fitzpatrick Sign: Katherine Fitzpatrick
Date: 5/14/26 Address: 1221 S. Hardy Ave. Independence 64052
8. Print: Sean McBride Sign: Sean McBride
Date: 5/14/26 Address: 10402 E 15th St Independence MO 64052
9. Print: GARLAND WAYNE HARRIS Sign: [illegible]
Date: 5/14 Address: 1128 S HARDY AVE INDEPENDENCE MO 64052
10. Print: CONNIE KAYE GREGG Sign: Connie Kaye Gregg
Date: 5/14/26 Address: 10608 E 15TH ST INDEP MO 64052

37

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 12 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

37

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: SHEILA ENGLISH Sign: Sheila English
Date: 5-14-26 Address: 1436 RALSTON 64052

2. Print: Cabbie Cook Sign: Cabbie Cook
Date: 5-14-26 Address: 110 N Arlington 64053

3. Print: Cheryl Vick Sign: Cheryl Vick
Date: 5/14/26 Address: 1415 S Ralston Ave 64052

4. Print: Nallkola Stewart Sign: Nallkola Stewart
Date: 5/14/26 Address: 1409 S. Hedges Ind. MO. 64052

5. Print: Patricia Ross Sign: Patricia Ross
Date: 5-14-26 Address: 1208 W Lexington Ave Indep. MO. 64050

6. Print: Tiffany Stewart Sign: Tiffany Stewart
Date: 5/14/26 Address: 1208 W. Lexington Ave. Independence MO. 64050

7. Print: EUGENE W. GARDNER Sign: Eugene W Gardner
Date: 5/14/26 Address: 1525 S. RALSTON AVE, INDEP, MO 64052

8. Print: MARY M. CHANCE Sign: Mary M Chance
Date: 5/15/26 Address: 1518 W. College Street Independence MO 64050

9. Print: Bobby Dodd Sign: Bobby Dodd
Date: 5/15/26 Address: 915 S Arlington Ave Independence MO 64053

10. Print: Kimberly S. Cook Sign: Kimberly Cook
Date: 5/15/26 Address: 9614 E 9th St Indep MO 64053

38

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 17 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

38

39

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Cindy Seaman Sign: Cynthia A. Seaman
Date: 5-17-26 Address: 3303 N Delaware Independence, Mo. 64050
2. Print: Scott MacDonald Sign: [illegible]
Date: 5/17/26 Address: 3106 N. Delaware Indep. Mo. 64050
3. Print: Kimberly Hampton Sign: Kimberly Hampton
Date: 5-17-26 Address: 3304 N McCoy St 64050
4. Print: Aimee Hanes Sign: [illegible]
Date: 5-17-26 Address: 1116 S Huttig Ave Independence, MO 64053
5. Print: Deborah Parra Cervantes Sign: [illegible]
Date: 5-17-26 Address: 10904 E 36th Ter S. Independence, Mo 64052
6. Print: Jessica Andrews Sign: [illegible]
Date: 5/17/26 Address: 1800 S. Ann Ct Independence, MO 64057
7. Print: Nicole Stephens Sign: Nicole Stephens
Date: 05/17/26 Address: 1800 S. Ann Ct Independence, MO 64057
8. Print: Alyna Garrison Sign: Alyna Garrison
Date: 5/17/26 Address: 518 S River Rd Excelsior MO 64024
9. Print: Jonathan Stayton Sign: Jonathan Stayton
Date: 5-17-26 Address: 2302 S. Hall Rd Independence MO 64052
10. Print: Melissa Stayton Sign: Melissa Stayton
Date: 05/17/2026 Address: 2302 S Hall Rd Independence, MO 64052

39

CIRCULATOR'S AFFIDAVIT: I, McKenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: McKenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 17 day of May, 2026.
Signature of notary: [illegible]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

4C

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Demetrius A Ford Sign: D Ford
Date: 5/16/26 Address: 716 N Dodgion St
2. Print: Ashley Hernandez Sign: Ashley Hernandez
Date: 5/16/26 Address: 720 N Dodgion Ave
3. Print: Howard Smith Sign: Howard L. Smith
Date: 12-17-26 Address: 3003 N. Union St. Independence MO. 64050
4. Print: Rick Frazee Sign: RF
Date: 5/17/26 Address: 3201 N Union St, Ind, MO 64050
5. Print: Paula Frazee Sign: Paula Frazee
Date: 5/17/26 Address: 3201 N Union, Ind MO 64050
6. Print: David Jenkins Sign: David Jenkins
Date: 05/17/2026 Address: 3405 N. Union St. Independence, MO, 64050
7. Print: Stephanie Opfer Sign: Stephanie Opfer
Date: 5/17/26 Address: 3405 N. Union St. Independence, mo 64050
8. Print: Ambrose Putney Sign: Ambrose Putney
Date: 5/17/26 Address: 3502 N Delaware St Independence MO 64050
9. Print: Joey Hill Sign: [illegible]
Date: 5/17/26 Address: 3306 Delaware St. Independence, MO 64055
10. Print: Lowell D. Seaman Sign: Lowell D. Seaman
Date: 5/17/26 Address: 3303 N. Delaware, Indep. Mo. 64050

401

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: [signature]
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
17 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Scarlett Ballinger Sign: Scarlett Ballinger
Date: 5/16 Address: 517 N Spring St. Apt D 64050 Independence MO.
2. Print: Nickolas Clevenger Sign: Nickolas Clevenger
Date: 5/16 Address: 306 w Farmer street Independence Missouri 64050
3. Print: Samuel Ballard Sign: Samuel Ballard
Date: 5-16-26 Address: 660 North Spring St Apt 106
4. Print: Cheryl Reed Sign: Cheryl Reed
Date: 5/16 Address: 407 N. Cogan Ln Independence Mo 64050
5. Print: Gary w Looma Sign: Gary w Looma
Date: 5 16 Address: 408 N Cogan Ln Independence MO 64050
6. Print: Willie L Berns Sign: Willie Berns
Date: 5/16 Address: 405 N cogan Ln
7. Print: Shelly Hillawson Sign: Shelly Hillawson
Date: 5/16 Address: 310 1/2 N. Cogan Lane Indep MO 64050
8. Print: Daviel Balentine Sign: Daviel B Balentine
Date: 5 16 Address: 310 N cogan Ln Indep Mo 64050
9. Print: Lisa Balentine Sign: Lisa Ruth Balentine
Date: 5/16 Address: 310 N Cogan Ln Independence MO 64050
10. Print: Jacob Newport Sign: Jacob MP
Date: 5/16 Address: 707 N dodgion independence mo 64050

41

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 17 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

42

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Ricardo AGUILAR Sign: [signature]
Date: 5/12/26 Address: 1304 S cedar AVE INDEPENDENCE MO 64052
2. Print: TOMMY Gardner Sign: [signature]
Date: 5/14-26 Address: 1308 S cedar Ave Indep MO 64052
3. Print: Darren Holzwarth Sign: [signature]
Date: May 12 Address: 1408 S Cedar Ave Indep MO 64052
4. Print: Rebekah Van Engen Sign: [signature]
Date: 5/12/26 Address: 1516 S. Cedar Ave. Independence MO 64052
5. Print: Reid Van Engen Sign: [signature]
Date: 5/12/26 Address: 1516 S. Cedar Ave. Independence Mo 64052
6. Print: PATRICIA S. SETARI Sign: [signature]
Date: 05/13/26 Address: 1306 S. ASH AVE, INDEPENDENCE, MO 64052
7. Print: LueAnn Wollman Sign: [signature]
Date: 5/13/26 Address: 1301 Appleton Ave Independence Mo 64052
8. Print: Rodney Messer Sign: [signature]
Date: SEP 13-24 Address: 1212 W Willow
9. Print: Tyrone Tabron Sign: [signature]
Date: 05/13/2026 Address: 1425 S. Home Ave Independence Mo. 64052
10. Print: Kent SHARKEY Sign: [signature]
Date: 5-13-26 Address: 2009 S NORTHERN BLVD ~~INDEPENDENCE~~ INDEPENDENCE MO 64052

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 17 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

43

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Kayt Lasley Sign: Kayt Lasley
Date: 5926 Address: 10405 E 18th St Indep Mo 64052
2. Print: Erica Mosley Sign: Erica Mosley
Date: 5/9 Address: 10404 E. 18th St. Indep Mo 64053
3. Print: Carolyn Mimbs Sign: Carolyn Mimbs
Date: 5/9/26 Address: 1814 S. Ralston Ave. Independence MO 64052
4. Print: Joy Denton Sign: Joy Denton
Date: 5/9/26 Address: 1827 S Ralston Ave Independence MO 64052
5. Print: Angel Foster Sign: Angel Foster
Date: 5-9-26 Address: 2001 S Harris Ave Indep MO 64052
6. Print: Vicky Walsh Sign: Vicky Walsh
Date: 5/9/26 Address: 10901 E. 20th St. So. Indep. MO. 64052
7. Print: EUGENE SPEARS JR Sign: Eugene Spears Jr
Date: 5-9-26 Address: 1906 S. HARVARD INDEP. MO
8. Print: Teresa Diane Duncan Sign: Teresa Diane Duncan
Date: 5/9/2026 Address: 10710 E 19th Ter S Indep MO 64052
9. Print: Clayton Duckett Sign: Clayton Duckett
Date: 5-9-26 Address: 510 E. College Indep MO 64050
10. Print: Heather Simons Sign: Heather Simons
Date: 5-9-26 Address: 512 E College St. Indep. MO 64050

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this 43 petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 Norysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
17 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19655034
My Commission Expires Jun 23, 2027

44

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: VERA A. HARRISON Sign: Vera A. Harrison
Date: 5/5/26 Address: 10532 E 10th St S. Independence MO 64053
2. Print: DANIEL S WILSON Sign: Daniel S Wilson
Date: 5/5/26 Address: 1101 S NORTHERN
3. Print: Beverly A. Wilson Sign: Beverly A. Wilson
Date: 5/5/26 Address: 1101 S. Northern Indep. MO. 64053
4. Print: Sharonda Briggs Sign: Sharonda Briggs
Date: 5/5/26 Address: 1015 Northern Blvd Indep MO 64053
5. Print: Cassidy O'Neil Sign: Cassidy O'Neil
Date: 05/05 Address: 1015 S Northern Blvd Independence Mo 64053
6. Print: Kennedy Lake Sign: Kennedy Lake
Date: 5/5 Address: 10507 E Lake Dr, Independence, MO 64053
7. Print: Steve Barton Sign: Steve Barton
Date: 4-5-26 Address: 1906 S. Home Ave Independence Mo. 64052
8. Print: Shawn Barton Sign: Shawn Barton
Date: 5/5/26 Address: 1906 S. Home Ave Independence, Mo. 64052
9. Print: Eric DeLani Sign: Eric DeLani
Date: 5-5-25 Address: 1904 S Overton Independence Mo. 64052
10. Print: Kyndall Pennywell Sign: Kyndall Pennywell
Date: 5/5/26 Address: 114 East Ruby Ave. Independence MO 64050

44

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 9 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Lorri Miller Sign: Lorri Miller
Date: 4/28 Address: 11142 E. 14th St S Indep. MO 64052
2. Print: PATRICIA Kay HERZOG Sign: Patricia Kay Herzog
Date: 5/2/26 Address: 1709 S Northern Blvd Indep MO 64052
3. Print: Gary Sternemann Sign: Gary Sternemann
Date: 5/2/26 Address: 1709 S Northern Blvd Indep MO 64052
4. Print: Gabriela Lopez Sign: Gabriela Lopez
Date: 5/2/26 Address: 8604 E US 24 Indep. MO. 64052
5. Print: Sandra Raddles Sign: Sandra Raddles
Date: 5-3-26 Address: 1621 S. Northern Blvd
6. Print: Victor D. Green Sign: Victor D. Green
Date: 5-3-26 Address: 1314 West Sibley Road
7. Print: Brittany Madison Sign: Brittany Madison
Date: 5/3 Address: 12515 E 34TH St S Independence 64055
8. Print: Cameron J Conant Sign: Cameron J Conant
Date: 5/3 Address: 12515 E 34th St. S Independence MO, 64055
9. Print: Elizabeth Parker Sign: Beth Parker
Date: 5/3/26 Address: 2008 S. Harris Ave, Independence, MO 64052
10. Print: Jennifer Rivera Sign: Jennifer Rivera
Date: 5/3/26 Address: 412 N. Crysler Ave, Independence, Mo. 64050

CIRCULATOR'S AFFIDAVIT: I, Elisa M Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa M Breitenbach
Circulator's Street Address: 1110 West Walnut Street
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 12 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

11/6

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Durinda Lee Carr Sign: Durinda Lee Carr
Date: 5/4/26 Address: 1309 W Short Ave Independence, Mo 64050
2. Print: Gina Sloan Sign: Gina Sloan
Date: 5/4/26 Address: 312 S. Fuller St. Independence, Mo 64050
3. Print: Jason Sloan Sign:
Date: 5/6/26 Address: 312 S Fuller st Independence mo 64050
4. Print: Regina Manuel Sign: Regina Manuel
Date: 5/4/26 Address: 1600 Short ave Independence Mo. 64050
5. Print: Richard Jones Sign:
Date: 5/5/26 Address: 800 w. white oak ST. Independence MO. 64050
6. Print: Saul Mollick Sign: Saul Mollick
Date: 5/6/26 Address: 1102 S. Home Ave, Independence MO 64053
7. Print: Carole Pomerantz Sign:
Date: 5/06/2026 Address: 1102 S Home Ave Independence MO 64053
8. Print: Janet Hosn Sign:
Date: 5-6-26 Address: 1304 South Maywood Ave Independence MO 64052
9. Print: Becca Wright Sign: Becca Wright
Date: 5-6- Address: 1301 S. maywood Ave Independence MO. 64050
10. Print: Kaebrah Large Sign: Kaebrah Large
Date: 5-11 Address: 1405 Crescent Ave Independence MO 64053

46

CIRCULATOR'S AFFIDAVIT: I, Elisa M Brentenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa M Brentenbach
Circulator's Street Address: 1110 West Walnut Street Independence
Circulator's City, State and Zip Code: Independence Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
17 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855032
My Commission Expires Jun 23, 2027

4Ce

47

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Joseph Hasse Sign: [signature]
Date: 5/3/26 Address: 620 W. Maple Ave Indep MO 64050

2. Print: Devonte Bailey Sign: [signature]
Date: 5/3/26 Address: 1501 West Independence 64050

3. Print: John Kramer Sign: John T Kramer
Date: 5/3/26 Address: 9510 E Winner Rd Indep MO 64054

4. Print: Marian Blades Sign: Marian Blades
Date: 5/3/26 Address: 9518 E. Winner Rd Independence MO 64054

5. Print: Conrad Courtney Sign: [signature]
Date: 5-3-26 Address: 206 N. Hutting Ave. Independence, Mo 64053

6. Print: Trisha Vroman Sign: Trisha Vroman
Date: 5/3/26 Address: 213 S home Ave Independence mo 64053

7. Print: Jamie Neely Sign: [signature]
Date: 5-4-26 Address: 504 E. Kansas Ave Indep., Mo. 64050

8. Print: Bridget Schliefert Sign: [signature]
Date: 5-9-26 Address: 1702 N. Dodgion St. Independence, MO 64050

9. Print: Ariana Hasse Sign: [signature]
Date: 5-9-26 Address: 621 W maple ave independence, mo 64050

10. Print: ALEXIA ABSHIER Sign: [signature]
Date: 5-9-26 Address: 1706 N. DODGION ST

47

CIRCULATOR'S AFFIDAVIT: I, Elsa M Bretenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elsa M Bretenbach
Circulator's Street Address: 1110 West Walnut St
Circulator's City, State and Zip Code: Independence Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 17 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

47

58

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Tina Borawski Sign: Tina Borawski
Date: 5-16-26 Address: 625 N Downey ct Independence MO. 64056
2. Print: Clinton Whitfield Sign: Clinton Whitfield
Date: 5/16/26 Address: 625 N. Downey Ct Independence MO. 64056
3. Print: Noah Wilson Sign:
Date: 5/16/26 Address: 628 N Downey CT. Independence, MO 64056
4. Print: David T. Harper Sign: David T Harper
Date: 05/16/26 Address: 17020 E Cheyenne Dr Independence Mo 64056
5. Print: Debra S. Harper Sign: Debra S. Harper
Date: 05/16/26 Address: 17020 Cheyenne Dr. Independence Mo. 64056
6. Print: Anna Easley Sign: Anna Easley
Date: 5/16/26 Address: 17013 E Cheyenne Dr Independence MO 64056
7. Print: RYAN EASLEY Sign: Ryan Ea
Date: 5/16/26 Address: 17013 E Cheyenne Dr Indepence MO 64056
8. Print: Laurel Clark Sign: Laurel Clark
Date: 5/16/26 Address: 17029 E Cheyenne Dr. Independence 64056
9. Print: Paige Lively Sign: Paige Lively
Date: 5/16/26 Address: 621 N. Downey ct Independence MO. 64056
10. Print: Daniel Hawkins Sign: Daniel Hawkins
Date: 5/16/26 Address: 621 N. Downey ct. Independence MO. 64056.

98

CIRCULATOR'S AFFIDAVIT: I, MARSHALL ROBERTSON, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Marshall Robertson
Circulator's Street Address: 1110 WEST WALNUT
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
17 day of May, 2026
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

48

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Ray D Dodson Jr Sign: [signature]
Date: 5/16/2026 Address: 1506 S. Willow Ave 64052 Independence Missouri

2. Print: Rowen Sears Sign: [signature]
Date: 5/16/2026 Address: 1005 N. Ponca Dr., Independence, MO 64056

3. Print: Hannah Hawkins Sign: Hannah Hawkins
Date: 5/17/26 Address: 136 N Ash Ave Independence MO 64053

4. Print: Leslie N. Conway Sign: Leslie N. Conway
Date: 5/17/26 Address: 831 S. Hardy Ave Independence MO 64053

5. Print: KATHLEEN REETNER Sign: [signature]
Date: 05/17/26 Address: 618 N DELAWARE ST, INDEPENDENCE, MO 64050

6. Print: ROBERT E. FROST Sign: Robert E. Frost
Date: 5/17/2026 Address: 229 S. HUTTIG AVE INDEPENDENCE, MISSOURI 64053

7. Print: Audrey Culp Sign: Audrey Culp
Date: 5-17-26 Address: 803 S. Fairview Ave, Independence 64053

8. Print: Damian J. Escobar Sign: [signature]
Date: 5-17-26 Address: 203 S Willis Ave 64050

9. Print: Sheryl L. Provin Sign: Sheryl L Provin
Date: 5-17-26 Address: 117 N Sinclair Indep, MO 64050

10. Print: LONNIE D PROVIN Sign: Lonnie D Provin
Date: 5-17-26 Address: 117 N Sinclair Indep, MO 64050

49

CIRCULATOR'S AFFIDAVIT: I, Elisa M Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa M Breitenbach
Circulator's Street Address: 1110 West Walnut Street
Circulator's City, State and Zip Code: Independence Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 17 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

49

5J

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Lindsey Chaney Sign: [signature]
Date: 5.15.26 Address: 9720 E Winner Rd 64052

2. Print: Dexter Beavers Sign: [signature]
Date: 5/15/26 Address: 9521 E 13th Sts Independence, MO 64052

3. Print: GARY J BARBER Sign: [signature]
Date: 05/15/26 Address: 9420 E 13TH ST. S INDEPENDENCE, MO 64052

4. Print: [illegible] Sign: [signature]
Date: 5-1 Address: [illegible]

5. Print: Jaden Shantera Sign: [signature]
Date: 5/16/26 Address: 836 N Liberty St 64050

6. Print: Allison McGrath Sign: allison mcgrath
Date: 5/16/26 Address: 1535 N Liberty St 64050

7. Print: JAMES G. MARTIN Sign: [signature]
Date: 5/16 Address: 1535 N. LIBERTY ST. 64050

8. Print: GREG BLAKE Sign: [signature]
Date: 5-16-26 Address: 660 N. Spring ST Apt B, mo 64050

9. Print: Maleka Gaine Sign: [signature]
Date: 5/16/26 Address: 517 N Spring St 2B Independence MO 64050

10. Print: Jonathan Jimenez Sign: [signature]
Date: 5-16-26 Address: 517 N Spring St Apt D, Independence MO 64050

50

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: [signature]
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 17 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 16555034
My Commission Expires Jun 23, 2027

50

51

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Bruce Kevin Coryell Sign: B. Kevin Coryell
Date: 5-10-26 Address: 1141 E 15 N Street South Independence Mo. 64052

2. Print: Leo Fikes Sign: Leo Fikes
Date: 5-16-26 Address: 2518 S. Hawthorne Ave MO 64052

3. Print: Jeff Swank Sign: Jeff Swank
Date: 5-16-26 Address: 1423 Randall Rd. 64055

4. Print: Robin Hurshman Sign: Robin Hurshman
Date: 5-16-26 Address: 140 N. Ash Ave. Independence, MO 64053

5. Print: Crystal Gamble Sign: Crystal Gamble
Date: 5-16-26 Address: 1210 S. Northern BLVD Indep. MO 64053

6. Print: Nelda C. Wood Sign: Nelda C. Wood
Date: 5-16-26 Address: 1913 S. Ash Indep. Mo. 64052

7. Print: FALEPULE TALI Sign: Falepule Tali
Date: 5/17/26 Address: 3403 N. PLEASANT ST. INDEP, MO 64050 INDEPENDENCE.

8. Print: TALALUPELELE TALI Sign: Talalupelele Tali Independence, MO 64050
Date: 5/17 Address: 3403 N Pleasant St

9. Print: Reid Fadden Sign: Reid Fadden
Date: 5-17-26 Address: 2310 ENGLEWOOD CT. INDEPENDENCE 64052

10. Print: Raven Riggs Sign: Raven Riggs
Date: 5-17-26 Address: 120 W Linden Ave Independence MO 64050

51

CIRCULATOR'S AFFIDAVIT: I, Elisa M Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa M Breitenbach
Circulator's Street Address: 1110 West Walnut Street Independence
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
17 day of MAY, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

51

57

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Shyanne Esthe Sign: Shyanne Esthe
Date: 5-6-26 Address: 1317 N Spring St Independence MO 64050
2. Print: Peter G Peterson Sign: Peter G Peterson
Date: 5/6/26 Address: 1310 N Spring St Independence MO 64050
3. Print: Chloe Oyler Sign: Chloe Oyler
Date: 5/6/26 Address: 1305 N Spring St Independence MO 64050
4. Print: Angelique Holsinger Sign: Angelique Holsinger
Date: 5/6/26 Address: 1228 N Osage St Independence MO 64050
5. Print: Larry Hatley Sign: Larry Hatley
Date: 5/6/26 Address: 1301 N. Osage Indep. Mo. 64050
6. Print: Jaci Alexander Sign: Jaci Alexander
Date: 5/06/26 Address: 1334 N. Osage St Independence MO 64050
7. Print: JEFF BAKER Sign: Jeff Baker
Date: 5/6/26 Address: 1522 N. Osage St Independence MO 64055
8. Print: Brenda L Spencer Sign: Brenda L Spencer
Date: 5-6-26 Address: 1532 N. Osage St Independence MO 64050
9. Print: Stacy Baker Sign: Stacy Ann Baker
Date: 5-6-26 Address: 1572 N Osage St Independence MO 64050
10. Print: Bessie Schoemig Sign: Bessie Schoemig
Date: 5/7/26 Address: 520 Dickinson Rd, Independence 64050

52

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 114 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo, 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
9 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

52

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Anna Tonnies Sign: Anna Tonnies
Date: 5-4-26 Address: 623 S Hardy Ave. Independence, Mo.
2. Print: Don Baer Sign: Don Baer
Date: 5-4-26 Address: 626 Hardy ave Independence Mo.
3. Print: Jennifer Belcher Sign: Jennifer Belcher
Date: 5/4/26 Address: 627 s Hardy Indep MO 64053
4. Print: April myers Sign: April Myers
Date: 5-4-26 Address: 627 S Hardy ave Indep. mo 64052
5. Print: AMANDA FULTZ-HAWKINS Sign:
Date: 5/4/26 Address: 803 S. Hardy ave, Independence MO 64053
6. Print: Neil Struchtemeyer Sign: Neil Struchtemeyer
Date: 5/4/26 Address: 802 S. Hardy Ave. Indep MO 64053
7. Print: Tina S. Mark Sign: Tina S Mark
Date: 5-4-26 Address: 804 S. Hardy Independence MO 64053
8. Print: Cassandra Smith Sign:
Date: 5-4-26 Address: 806 S Hardy Ave Indep MO. 64053
9. Print: Patricia Christidis Sign:
Date: 05/04/2026 Address: 813 S. Hardy Ave, Independence MO 64053
10. Print: David Grisham Sign:
Date: 5-4-26 Address: 816 South Hardy Ave Independence MO 64053

53

CIRCULATOR'S AFFIDAVIT: I, McKenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: McKenna Cobb
Circulator's Street Address: 714 N Chrysler Ave
Circulator's City, State and Zip Code: Independence, Mo. 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 9 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

52

54

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Daniel W. Neidhaldt Sign: Daniel W. Neidhaldt
Date: 5-7-26 Address: 120 S. Crysler Ave, Independence, 64050

2. Print: Sharon Worlledge Sign: Sharon Worlledge
Date: 5/7/26 Address: 135 S Fuller St 64050

3. Print: Melissa Chupa Sign: Melissa Chupa
Date: 5-7-26 Address: 116 S. Fuller St Ined. MO 64050

4. Print: Rebecca Nestlerode Sign: Rebecca Nestlerode
Date: 5-7-26 Address: 116 S Fuller St Independ. Mo 64050

5. Print: Brett Grossheim Sign: Brett Grossheim
Date: 05-07-26 Address: 1410 W Walnut St, Independence, MO 64050

6. Print: Robin Jenks Sign: Robin Jenks
Date: 5/7/26 Address: 300 S. Fuller Independence MO 64050

7. Print: Maureen Louise Martin Sign: Maureen Louise Martin
Date: 5/7/26 Address: 1319 W. Short Ave., Indep., MO 64050

8. Print: Jennifer Olson Sign: Jennifer Olson
Date: 5/7/26 Address: 1315 W. Short Ave Independence Mo 64050

9. Print: Gerrick Haynes Sign: Gerrick Haynes
Date: 5/7/26 Address: 1510 W. Walnut St Independence, MO 64050

10. Print: Jennifer VanWagoner Sign: Jennifer VanWagoner
Date: 5-8-26 Address: 1520 West Short Avenue Independence Mo. 64050

54

CIRCULATOR'S AFFIDAVIT: I, McKenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: McKenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo, 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 9 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

55

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Joseph P McCauley Sign: Joseph P
Date: 4/29/26 Address: 1412 Dickinson Rd Independence MO 64050
2. Print: Phoenix Biswell Sign: Phoenix Biswell
Date: 4/29/26 Address: 1224 West College St Indep. MO 64050
3. Print: Jessica Apodaca Sign: Jessica Apodaca
Date: 4/30/26 Address: 1305 W college St Independence MO 64050
4. Print: LaCinda Johnson Sign: LaCinda Johnson
Date: 5-1-26 Address: 1218 S Cunningham Ave Indepence MO 64050
5. Print: Billy Caudill Sign: Billy D Caudill
Date: May 1 26 Address: 11716 Winner Rd Indep. MO 64052
6. Print: CAROL PETRINI Sign: Carol Petrini
Date: MAY 1, 2026 Address: 730 N MAIN INDEPENDENCE MO 64050
7. Print: Willard Nelson Sign: Willard Nelson
Date: 5626 Address: 411 E. Short Ave Independence, MO.
8. Print: Tylara Mims Sign: Tylara Mims
Date: 5/2/26 Address: 1030 S Crysler Ave, Independence, mo 64052
9. Print: Meghan Wemhoener Sign: Meghan Wemhoener
Date: 5/2/26 Address: 1422 W. Short Avenue, Independence MO 64050
10. Print: Ben Wemhoener Sign: Ben Wemhoener
Date: 5/2/26 Address: 1422 W Short Ave, Independence, MO 64050

55

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
7 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

55

56

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

NR 1. Print: Kevin Burgs Sign: Kevin
Date: 5/19/26 Address: 1616 N Hocker Ave Indp MO 64050

R 2. Print: Coen Cox Sign: Coen A. Cox
Date: 5/19/26 Address: 1618 N Hocker Ave. Inde. MO 64050

R 3. Print: DEXTER BEST Sign: Dexter Best
Date: 5/19/24 Address: 1511 N. HOCKER, INDEP, MO. 64050

R 4. Print: Mercedes Hack Sign: Mercedes Hack
Date: 5/19/26 Address: 16216 N Emery St Inder MO 64050

R 5. Print: Donel R REED Sign: Donel R Reed
Date: 5-19-26 Address: 1308 N EMERY

R 6. Print: William FAUNCE Sign: William Faunce
Date: 5/19/26 Address: 1613 N. Emery ST Independence, MO 64050

R 7. Print: Judi Faunce Sign: Judi Faunce
Date: 5/19/26 Address: 1613 N. Emery ST Independence, MO 64050

NR 8. Print: Dennis Gremillion Sign:
Date: 5/20/26 Address: 1619 n Lynn ST Inder MO 64050

R 9. Print: Bryan MCARTHUR Sign:
Date: 5/20 Address: 1119 N. Lynn ST Indep MO 64050

R 10. Print: SHEILA ALLEN Sign: Sheila Allen
Date: 5/20 Address: 112 E. 2ND ST. S. INDEPENDENCE MO 64050

56

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
22 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

56

5

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Dion C Hendrix Sign: Dion C Hendrix
Date: 5/18/26 Address: 1716 N High St. Indp. Mo. 64050

2. Print: Jason Ellis Sign:
Date: 5/18/26 Address: 1610 N High St 64050

3. Print: Emily Torres Sign: Emily Torres
Date: 5/19/26 Address: 109 N. Adder Road Independence Mo 64056

4. Print: Norbert Baldaia III Sign:
Date: 5/19/26 Address: 1604 N High St Independence, MO, 64050

5. Print: Elizabeth Baldaia Sign: Elizabeth Baldaia
Date: 5/19/26 Address: 1604 N High St., Independence MO, 64050

6. Print: IAN TOWNE Sign: Ian Towne
Date: 5/19/26 Address: 1701 N Dodgion Indep, MO 64050

7. Print: Shawn Jordan Sign:
Date: 5-19-26 Address: 1703 N Dodgion Indep mo 64050

8. Print: Robert K. Clasby Sign: Robert K Clasby
Date: 5-19-26 Address: 1614 Dodgion Ave Indep Mo 64050

9. Print: DaShaonn Haywood Sign: DaShaonn Haywood
Date: 5-19-26 Address: 1608 N Pearl St Independence mo 64050

10. Print: Malle Medina Sign: Malle Medina
Date: 5-19-26 Address: 1707 N. Pearl Indep. MO 64050

57

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 22 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

57

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Jimena Elizalde-R Sign: [signature]
Date: 5-3-26 Address: 1035 S Brookside Ave Independence MO 64055

2. Print: Tanya River Sign: [signature]
Date: 5-3-26 Address: 1035 S Brookside Ave Independence MO 64055

3. Print: DIANNA Hamilton Sign: Dianna Hamilton
Date: 5-3-26 Address: 2226 S. Glenwood

4. Print: Jennifer Denise Pace Sign: Jennifer Denise Pace
Date: 5-5-26 Address: 1411 S. Cedar, Independence, Mo 64052

5. Print: MATTHEW A PACE Sign:
Date: 5-6-26 Address: 1411 S. CEDAR Independence MO 64052

6. Print: Matthew Pace Jr Sign: [signature]
Date: 5-10-26 Address: 1425 S cedar Ave Independence, mo 64052

7. Print: Randi Pace Sign: Randi Pace
Date: 5/10/26 Address: 1425 S Cedar Ave Independence mo 64052

8. Print: Mickey Pace Sign: [signature]
Date: 5-12-26 Address: 7 Hawthorn Place Ln Lee's Summit Mo 64064

9. Print: Tara Bainter Sign: [signature]
Date: 5/14/26 Address: 1442 S Ash Ave, Independence, mo, 64052

10. Print: Megan Bedel Sign: Megan Bedel
Date: 5/14/26 Address: 1440 S Ash Ave, Independence, MO 64052

58

CIRCULATOR'S AFFIDAVIT: I, Michael Pace, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: [signature]
Circulator's Street Address: 1708 Wabesa Ave
Circulator's City, State and Zip Code: Independence MO 64052
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 17 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

59

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Sandra Collazo Sign: Sandra Collazo
Date: 5-14-26 Address: 1216 Ash. Ave Independence Mo. 64052

2. Print: Ian Yardley Sign:
Date: 5-14-26 Address: 1501 S Ash Ave Independence, MO 64052

3. Print: Jennifer Jackson Sign:
Date: 5-14-26 Address: 605 Blue Ridge Blvd Apt 101 64127

4. Print: Russell P McGinnis Sign:
Date: 5-14-26 Address: 933 N. Kiger Indep MO 64050

5. Print: FRED LIPOWICZ Sign:
Date: 5-15-26 Address: 720 S. PARK AVE. INDEP MO 64052

6. Print: Sydney Brandt Sign:
Date: 5/17/26 Address: 1704 N Highst Independence, MO 64050

7. Print: JAMES O'Brien Sign:
Date: 5.17.2026 Address: 1119 E 8TH ST S. INDEP, MO 64054

8. Print: DAVID L. WHITE Sign:
Date: 5-17-26 Address: 9806 Jewell Ct Indep MO 64052

9. Print: Frances L. Grubb Sign:
Date: 5-17-26 Address: 9806 Jewell Ct. Indep. Mo 64052

10. Print: GARY J FEATHERSTON Sign:
Date: 5/17/26 Address: 9806 Jewell Ct Indep. Mo 64052

59

CIRCULATOR'S AFFIDAVIT: I, Michael Pace, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Michael Pace
Circulator's Street Address: 1708 Wabash Ave
Circulator's City, State and Zip Code: Independence MO 64052
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
17 day of May, 2026
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

59

60

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Lillith Shineman Sign: Lillith Shineman
Date: 4/29/26 Address: 1225 W Sea Ave Independence, MO 64052
2. Print: Cassandra Malone Sign: Cassandra Malone
Date: 4/29/26 Address: 3207 N. Union Ave Independence mo 64050
3. Print: Brandy Wallace Sign: Brandy Wallace
Date: 5/17 Address: 3000 N union st Indep mo 64050
4. Print: Chris Wise Sign: Chris Wise
Date: _____ Address: 3004 N Union St Indep, Mo 64050
5. Print: MICHAEL C. SAPENARO Sign: Michael C Saperaro
Date: 5/17 Address: 3204 N. Union St. Indep. MO 64050
6. Print: Joni Sapenaro Sign: Joni Sapenaro
Date: 5/17 Address: 3204 N Union St. Indep MO 64050
7. Print: Justin Deely Sign: Justin Deely
Date: 5/17 Address: 3102 N Union St Indep mo 64050
8. Print: Laura Brumbaugh Sign: Laura Brumbaugh
Date: 5/17 Address: 3209 N Delaware St Indep MO 64050
9. Print: Angela Erwin Sign: Angela Erwin
Date: 5/17/26 Address: 3203 N Delaware St. Indep. MO 64050
10. Print: April Erwin Sign: April Erwin
Date: 5/17/26 Address: 3203 N. Delaware St Indep MO 64050

60

CIRCULATOR'S AFFIDAVIT: I, Cassandra Malone, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Cassandra Malone
Circulator's Street Address: 3207 N. Union St
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
17 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

60

6/

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

JR 1. Print: [illegible] Sign: [illegible]
Date: 5/9 Address: [illegible] Independence (64052)

R 2. Print: Jason Rivera Sign: [illegible]
Date: 5/9/26 Address: 712 N Crysler Ave, Independence MO

R 3. Print: Eliseo Medina Jr Sign: Eliseo Medina
Date: 5/11/26 Address: 1613 E 15th Street S Independence Mo 64052

R 4. Print: Peggy Warren Sign: [illegible]
Date: 5/11/26 Address: 1214 S. Home Ave Indep. MO 64052

R 5. Print: Anthony Myers Sr. Sign: [illegible]
Date: 5/12/2026 Address: 1219 S Home Ave Independence, Mo 64052

R 6. Print: Gina McDevitt Sign: Gina McDevitt
Date: 5-12-26 Address: 1219 S Home ave Indep MO 64052

R 7. Print: Abraham Kneisley Sign: Abraham Kneisley
Date: 5/12/26 Address: 1253 S Home Ave Independence MO 64052

R 8. Print: Donna E. Hammond Sign: Donna E. Hammond
Date: 5-12-26 Address: 1300 S. Home Ave Independence Mo 64052

R 9. Print: MONICA ROESNER Sign: Monica Roesner
Date: 5-12-26 Address: 1324 S Home Ave, Independence, 64052

R 10. Print: Benjamin Davis Sign: Benjamin Davis
Date: 5-12-26 Address: 1324 S Home Ave, Independence MO 64052

61

CIRCULATOR'S AFFIDAVIT: I, McKenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: McKenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 17 day of May, 2026.
Signature of notary: [illegible]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19857[illegible]
My Commission Expires Jun[illegible] 2027

62

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Beverly Morgan Sign:
Date: 5/18/26 Address: 1414 Appleton Ave Independence, MO 64052

R 2. Print: MELINDA VEST Sign:
Date: 5/18/26 Address: 1414 APPLETON AVE. INDEP., MO. 64052

R 3. Print: Troy D. Gamble Sign:
Date: 5/18 Address: 1307 S. Northern Blvd

R 4. Print: JASON MARLEY Sign:
Date: 5/18/26 Address: 1306 S. Northern BLVD Independence MO. 64052

R 5. Print: Rhonda Johnson Sign:
Date: 5-18-26 Address: 1239 S. Harris Ave Indep Mo 64052

R 6. Print: Richard Johnson Sign:
Date: 5/18/26 Address: 1239 S HARRIS AVE Indep Mo. 64052

D 7. Print: Jennifer Brogan Sign:
Date: 5/18/26 Address: 1523 Harvard Ave Indep MO 64052

R 8. Print: Joseph P Streno Jr Sign:
Date: 5/18/26 Address: 1623 Harvard Ave 64052

R 9. Print: JIM SHEPARD Sign:
Date: 5/18 Address: 1710 S. HARVARD INDEPENDENCE, MO 64052

R 10. Print: Carol Shepard Sign:
Date: 5/18/26 Address: 1710 S. Harvard Indep, MO 64052

62

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Melody Morfin
a Notary Public, for the State of Missouri, County of Jackson this 19th day of May 2026
Signature of notary: Melody Morfin
My Commission Expires: 2/12/2030

MELODY MORFIN
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 26720009
My Commission Expires 02-12-2030

62

63

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

OD 1. Print: Melanie Louissaint Sign: [signature]
Date: 5/16/26 Address: 1223 W 26th St S Independence MO 64052

R 2. Print: Kathy L. Stayton Sign: Kathy L. Stayton
Date: 5/17/26 Address: 11713 E 21st Street ct. S. Independence MO 64050

R 3. Print: Tim Williams Sign: [signature]
Date: 5-17-26 Address: 205 W Holden Indep. Mo. 64050

R 4. Print: DONITA ROMINES Sign: [signature]
Date: 5/17 Address: 309 N HOLDER Rd INDEP. MO. 64050

R 5. Print: JOSEPH AUGUR Sign: [signature]
Date: 5/17 Address: 1960 N Spring St Independence MO 64050

R 6. Print: Kevin L. Williams Sign: [signature]
Date: 05-17-2026 Address: 660 N Spring St.

R 7. Print: Jeffrey G. Cooper Sign: [signature]
Date: 5-16-2026 Address: 3501 North McCoy Street, Independence, MO. 64050

R 8. Print: BRENDA HUSTON Sign: [signature]
Date: 5/18/26 Address: 1405 APPLETON AVE INDEPENDENE MO 64052

R 9. Print: Albert Ferrell II Sign: [signature]
Date: 5-18-26 Address: 1407 Appleton Ave Independence Mo 64052

R 10. Print: Wanda R. Schrock Sign: [signature]
Date: 5/18/26 Address: 1417 Appleton Ave., INDEP., MO 64052

63

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Melody Morfin
a Notary Public, for the State of Missouri, County of Jackson this 19th day of May 2026
Signature of notary: Melody Morfin
My Commission Expires: 2/12/2030

MELODY MORFIN
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 26720009
My Commission Expires 02-12-2030

1/2

64

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: TODD M. HENSON Sign: Todd M. Henson
Date: 05/09/2026 Address: 11615 E. 19TH ST. S. / INDEPENDENCE, MO. 64052

R 2. Print: Janet Miesse Sign: Janet Miesse
Date: 5-18-26 Address: 811 W South Ave Independence Mo 64050

R 3. Print: Lisa Jimenez Sign: Lisa Jimenez
Date: 5-18-26 Address: 919 W. S. Ave. Independence Mo. 64050

R 4. Print: James Boos Sign: James Boos
Date: 5-18-26 Address: 919 W S Ave Independence MO 64050

R 5. Print: Kimi Ferguson Sign: Kimberly Ferguson
Date: 5-18-26 Address: 909 S. Willis Ave Indep. mo.

NR 6. Print: Daisy Mendoza Sign: Daisy Mendoza
Date: 5/18/26 Address: 825 S Willis Ave Independence, MO. 64052

R 7. Print: Adam Fisher-Wiley Sign:
Date: 5-18-26 Address: 717 Shrill S ave, independence mo 64052

R 8. Print: Lonnie Cruickshank Sign: Lonnie Cruickshank
Date: 5/18/2026 Address: 6345. Willis Ave. Independence MO 64052

R 9. Print: Grace Cruickshank Sign:
Date: 05/18/26 Address: 634 S. Willis Ave Independence, MO 64052

R 10. Print: Jerry McCurley Sign:
Date: 5/18/26 Address: 1275 W. Hwy Wood.

64

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Joan M. Flanagan
Circulator's Street Address: 634 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 24 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

64

65

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Eleanor Green Sign: Eleanor Green
Date: 5/19/26 Address: 1618 N. Pearl Indep MO 64050
2. Print: John D. Green Sign: John D. Green
Date: 5/19/26 Address: 1618 N. Pearl Indp. Mo. 64050
3. Print: DENNIS MENGEL Sign: Dennis Mengel
Date: 5/19/26 Address: 1615 N. PEARL ST INDEP. MO. 64050
4. Print: Jessie Cocks Sign: Jessie Cocks
Date: 5/19/26 Address: 1717 N. Pearl Indep. MO 64050
5. Print: Victoria Denny Sign:
Date: 05/19/26 Address: 1610 N Hackney Indep MO 64050
6. Print: Chris Waddell Sign:
Date: 5-19-26 Address: 1516 N. Pearl St. 64050 Independance, Mo. 64050
7. Print: Dawana Waddell Sign:
Date: 5-19-26 Address: 1516 N Pearl St Independence MO 64050
8. Print: Shawna Steves Sign:
Date: 5/19/26 Address: 1417 n. emery St. Independence mo 64050
9. Print: Tom BENSON Sign:
Date: 5/19 Address: 1400 N. EMERY ST. INDEPENDENCE, MO.
10. Print: Mary Beth Manley Sign: Mary Beth Manley
Date: 5/19/26 Address: 1413 N. Emery St Independence Mo 64050

65

CIRCULATOR'S AFFIDAVIT: I, CAROL PETRINI, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Carol A Petrini
Circulator's Street Address: 730 N MAIN
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 24 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19857134
My Commission Expires Jun 23, 2027

65

6F

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Gayle Schaedler Sign: Gayle Schaedler
Date: 5-17-26 Address: 1411 Broadway Independence, MO 64050

R 2. Print: Amethyst Collins Sign: Amethyst Collins
Date: 5-17-26 Address: 805 S. Hutting Ave Indep. MO 64053

R 3. Print: Mahena Campbell Sign: Mahena Campbell
Date: 5-17-26 Address: 805 S. Hutting Ave Indep MO 64053

R 4. Print: Cassandra Balano Sign: Cassandra Balano
Date: 5-17-26 Address: 420 S. Kentucky Ave, Independence MO, 64053

JD 5. Print: Kevin Gonzalez Sign: Kevin
Date: 5/17/26 Address: 518 S Riner Rd Buckner MO 64016

OD 6. Print: MICHA CARSON Sign: Micha Carson
Date: 5/17/26 Address: 1369 BAKER DR. INDEPENDENCE MO 64050

R 7. Print: Gabriel Barron Sign: Gabriel Barron
Date: 5/12/26 Address: 11331 East 10th Street South Independence MO 64054

K 8. Print: Jo Drinkard Sign: Jo Drinkard
Date: 5/21/26 Address: 317 W. Mill Street Independence, MO 64050

R 9. Print: Teresa Belew Sign: Teresa Belew
Date: 5-26-26 Address: 1707 S. Evanston Ave. Independence, MO 64052

R 10. Print: Gary Schelp Sign:
Date: 5/21/26 Address: 11305 E 13th Street South Independence, MO 64052

6G

CIRCULATOR'S AFFIDAVIT: I, MARJAN BREITENBACH, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Marjan Breitenbach
Circulator's Street Address: 1110 WEST WALNUT
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
22 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Sandra Miller Sign: Sandra Miller
Date: 5/13/26 Address: 1498 S. Franklin Dr Indep. Mo. 64050

2. Print: Quintah Mann Sign: Quintah Mann
Date: 5-12-26 Address: 7046 W 39th St N Indep Mo 64050

3. Print: NANCY T. WOODS Sign: Nancy T. Woods
Date: 5/12/26 Address: 1304 W. 27th St. Independence, Mo. 64052.

4. Print: SAUNA PARKS Sign: [illegible]
Date: 5/12/26 Address: 2817 E 47th St S #10 INDEP MO. 64055

5. Print: JACOB HARPER Sign: [illegible]
Date: 5/12/26 Address: 2817 E 47th St S #10 INDEP MO. 64055

6. Print: Joseph G Engelman Sign: Joseph G Engelman
Date: 5/21 Address: 1846 Starling Indep, Mo. 64052

7. Print: STEVEN DRINKARD. Sign: Steven Drinkard
Date: 5/21/26 Address: 317W MILL ST INDEPENDENCE, MO. 64050

8. Print: Rodney Pitt Sign: Rodney Pitt
Date: 5-21-26 Address: 1625 W Short Ave Independence MO 64050

9. Print: Joshua Campfield Sign: Joshua Campfield
Date: 5-21-26 Address: 1536 W. Waldo Ave Independence MO 64050

10. Print: Cecilie Fowler Sign: [illegible]
Date: 5-21-26 Address: 12300 E 52 Ter S, Independence MO 64055

67

CIRCULATOR'S AFFIDAVIT: I, MARJAIN BRETTENBACH, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Marjain Brettenbach
Circulator's Street Address: 1110 WEST WALNUT
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
22 day of MAY, 2026.
Signature of notary: [illegible]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

68

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Christopher C. Campbell Sign: Christopher C. Campbell
Date: 5-12-26 Address: 1625 N Liberty St Independence MO 64050

2. Print: Clyde Aguirre Sign: Clyde Aguirre
Date: 5-12-26 Address: 2217 E 30th Ter S Independence MO 64052

3. Print: T.A. CLOYDE Sign: T.A. Cloyde
Date: 5-12-26 Address: 916 W. SOUTH AVE INDEPENDENCE 64050

4. Print: Abigail Burbee Sign: [illegible]
Date: 5/12/26 Address: 810 S Ash Ave Independence, MO 64053

5. Print: Rachel Rose Sign: Rachel Rose
Date: 5-12-26 Address: 1522 Appleton Ave Independence MO 64052

6. Print: William Rose Sign: [illegible]
Date: 5-12-26 Address: 1522 Appleton Ave Independence MO 64052

7. Print: Lynn Ashworth Sign: [illegible]
Date: 5-12-26 Address: 1837 S. Hedges Ave, Independence, MO 64052

8. Print: Shannon Owens Sign: [illegible]
Date: 5-12-26 Address: 700 W 39th St N Independence MO 64050

9. Print: Allen Neely Sign: [illegible]
Date: 5-12-26 Address: 700 W 39th St N Independence MO 64050

10. Print: Joseph Rogers Sign: Joseph Rogers
Date: 05-12-26 Address: 1214 S. Crescent Ave Indep MO 64052

68

CIRCULATOR'S AFFIDAVIT: I, MARTIN BREITENBACH, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Martin E Breitenbach
Circulator's Street Address: 1110 WEST WALNUT
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 22 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19853034
My Commission Expires Jun 23, 2027

68

69

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Samantha Guerrero Sign: Samantha Guerrero
Date: 5/17/26 Address: 9219 E Kentucky Rd Independence MO 64053

R 2. Print: Jeremiah Roach Sign: Jeremiah Roach
Date: 5-17-26 Address: 9219 East Kentucky Road, Independence MO 64053

VS 3. Print: Steven Anderson Sign: Steven Anderson
Date: 5-17-26 Address: 9203 E. Kentucky Rd Independence, Mo 64053

R 4. Print: Krista Anderson Sign: Krista Anderson
Date: 5-17-26 Address: 9203 E Kentucky Rd Independence Mo 64053

VR 5. Print: Paul Jones Sign: Paul
Date: 5-18-26 Address: 1216 W 26th St S Independence, MO 64052

R 6. Print: AMY GARRISON Sign: A Garrison
Date: 5/21/26 Address: 1019 S. Home Ave Independence MO 64053

R 7. Print: LORNA J NEVELS Sign: Lorna J Nevels
Date: 5/21/26 Address: 1021 S. Home Ave. Independence MO 64053

NR 8. Print: Michael ANDREWS Sign:
Date: 5/24/26 Address: 1021 S Home Ave Independence, MO 64053

R 9. Print: RAYMOND GROSKO Sign: Raymond J Grosko
Date: 5-21-26 Address: 9114 E Northern Ave 64053 Independence

R 10. Print: Sara Bryson Sign:
Date: 5/21/26 Address: 11518 E 14th St S Indep MO 64052 Independence

69

CIRCULATOR'S AFFIDAVIT: I, MARIAN BREITENBACH, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Marian J Breitenbach
Circulator's Street Address: 1110 WEST WALNUT
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 22 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Kimberly Deuschle Sign: Kimberly Deuschle
Date: 5/17/26 Address: 14814 E Mayes Rd. INdependence, MO 64050

2. Print: DALE HARRISON Sign: Dale Harrison
Date: 5-17 Address: 10532 E 10th Independence MO 64053

3. Print: Madison Closson Sign: Madison Closson
Date: 5/17/26 Address: 108 W Moore St Independence, MO 64050

4. Print: Jenna White Sign: Jenna White
Date: 5/17 Address: 1788 S Norwood Ave, Independence MO 64052

5. Print: Jace White Sign: Jace White
Date: 5/17 Address: 1788 S Norwood Ave, Independence MO 64052

6. Print: Chris Shaffer Sign:
Date: 05/21/26 Address: 900 E college ST Independence MO 64050

7. Print: Monica Mann Sign: Monica Mann
Date: 5/21/26 Address: 11304 E 15th St S Independence MO 64052

8. Print: MONTE MCCRAY Sign: Monte D McCray
Date: 5-21-26 Address: 1136 S. GLENWOOD INDEP. MO. 64053

9. Print: Sheila Rekdal Sign: Sheila Rekdal
Date: 5/21/26 Address: 518 S. Overton Ave Indep. Mo 64053

10. Print: Kelly Clayton Sign: Kelly Clayton
Date: 5-21-26 Address: 2305 E Westport Rd Independence MO 64052

CIRCULATOR'S AFFIDAVIT: I, MARJAN BABITENBAUM, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Marjan Z Breitenbach
Circulator's Street Address: 1110 WEST WALNUT
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
21 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Wayne Percival Sign: Wayne Percival
Date: 5/21/26 Address: 1012 N. Osage St 64050 Independence MO

2. Print: Barbara Collins Sign: Barbara Collins
Date: 5-21-26 Address: 223 W. Moore St. Indep. MO 64050

3. Print: Barbara Sullivan Sign: Barbara Sullivan
Date: 5-21-26 Address: 1122 N Osage Independence 64050

4. Print: Tara Gulley Sign: Tara Gulley
Date: 5-21-26 Address: 1126 N Osage St Independence MO 64050

5. Print: Allison Gibbons Sign:
Date: 5/21/26 Address: 1202 N. Osage Street, Independence, MO

6. Print: Wendy M Beck Sign: Wendy M Beck
Date: 5/21/26 Address: 1212 N. OSAGE St. Indep. MO. 64050

7. Print: Joe Lewis Sign:
Date: 5-21-26 Address: 1312 N. Osage St Indep. MO 64050

8. Print: Joe Burleson Sign:
Date: 5-21-26 Address: 1301 N. Cottage St. Independence MO 64050

9. Print: Chris Ayers Sign: Chris Ayers
Date: 5/21/26 Address: 1321 N. Cottage St Indep MO. 64050

10. Print: Lucy Ayers Sign: Lucy Ayers
Date: 3/21 Address: 1321 N. Cottage St Indep MO. 64050

CIRCULATOR'S AFFIDAVIT: I, McKenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: McKenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 22 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Nick Ryan Sign: Nick Ryan
Date: 5/20/26 Address: 1315 N. Main 64050

R 2. Print: Michael Stirley Sign: Michael Stirley
Date: 5/20/26 Address: 1323 N. Main St, Independence, MO 64050

R 3. Print: Jeremiah Grindstaff Sign: Jeremiah D. Grindstaff
Date: 5/20/26 Address: 6660 N Spring St Apt 118

R 4. Print: Tamara Hill Sign: Tamara Hill
Date: 5/20/26 Address: 660 N. Spring Apt 603 Indep MO 64050

IR 5. Print: Annette Longaway Sign: Annette Longaway
Date: 5.20.26 Address: 660 N. Spring #310 Independence MO. 64050

NS 6. Print: J & W Lee Sign:
Date: 5-20-26 Address: 118 E Lexington Ind MO 64050

JR 7. Print: Toshie Howerton Sign: Toshie Howerton
Date: 5/21/26 Address: 619 S. Main St. Independence, MO 64050

JR 8. Print: Joshuah Carter Sign:
Date: 5/21/26 Address: 1007 N. Osage St Indep mo 64050

JS 9. Print: Abbey Carter Sign:
Date: 5.21.26 Address: 1007 N Osage St Indep. MO 64050

JS 10. Print: Seth Sage Sign:
Date: 5/21/26 Address: 1616 N Osage Ave

72

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Chrysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 22 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

72

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Aron Mclellan Sign: [signature]
Date: 5-22-26 Address: 513 W 39th St N 64050

R 2. Print: Angie Lauck Sign: [signature]
Date: 5/22/26 Address: 2404 N. Liberty St. Indep. MO

R 3. Print: Mike Lauck Sign: [signature]
Date: 5-22-26 Address: 2404 N Liberty St. Indep MO. 64050

R 4. Print: CARL SMART Sign: Carl Neal Smart
Date: 5/23/26 Address: 129 W. RUBY INDEPENDENCE MO 64050

JD 5. Print: Leah Jennings Sign: [signature]
Date: 5-23-26 Address: 415 N Jennings Rd Indep MO 64056

JD 6. Print: Alan L Jennings Sign: [signature]
Date: 5-23-26 Address: 415 N. Jennings Rd Indep MO 64056

R 7. Print: Larry E Anderson Sign: Larry E Anderson
Date: May 23 Address: 727 South Hawthorne

R 8. Print: Mary Norman Sign: Mary Norman
Date 5-23-26 Address: 717 S Hawthorne Indep Mo 64053

JR 9. Print: Kai Eastwood Sign: Kai E.
Date: 5-23-26 Address: 705 S Hawthorne Avenue Independence MO 64053

R 10. Print: Floyd Batesel Sign: Floyd Batesel
Date: 5-23-26 Address: 9906 E 9th St S Independence Mo 64053

73

CIRCULATOR'S AFFIDAVIT: I, McKenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

L Circulator's Signature: McKenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 24 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

72

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Steven Scovel Sign: Steven Scovel
Date: 5/21/26 Address: 1405 N. Cottage Ave. Indep. MO. 64050
2. Print: Larry R. Helm Sign: Larry R Helm
Date: 5-21-26 Address: 1805 N. Cottage, Indep, MO 64050
3. Print: Angel Burleson Sign: Angel Burleson
Date: 5/21/26 Address: 1301 N Cottage Independence MO 64050
4. Print: James STANdefer Sign: James M Standefer
Date: 5-22-26 Address: 512 1/2 W. Walnut St. Independence, MO. 64050
5. Print: TINA M. WILSON Sign: Tina M. Wilson
Date: 5-22-26 Address: 3202 N. Pleasant St Independence MO 64050
6. Print: Johnna Rodriguez Sign:
Date: 5/22/26 Address: 8461 N Spring St Indep MO 64050
7. Print: Olivia Haley Sign:
Date: 5/22/26 Address: 600 W 37th St N, Independence, MO 64050
8. Print: Xavier OBrien Sign: Xavier OBrien
Date: 5/22/26 Address: 600 W. 37th, St. N. Independence, MO, 64050
9. Print: Stephanie Hill Sign: Stephanie Hill
Date: 5/22/26 Address: 3809 NO. OSAGE Indep, MO 64050
10. Print: Ronald Hill Sign:
Date: 5/22/26 Address: 3809 N Osage Indep MO 64050

74

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cabb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cabb
Circulator's Street Address: 714 N Chrysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
24 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

74

75

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Rebecca Eaton Sign: Rebecca Eaton
Date: 5-23-26 Address: 934 S Home Ave Indep MO 64053

VR 2. Print: Jonathan Specht Sign: Jonathan Specht
Date: 5/23/26 Address: 627 S. Liberty St. Independence MO 64050

R 3. Print: Sheldon Bruntmyer Sign: Sheldon Bruntmyer
Date: 5/23/26 Address: 1225 Dickinson Rd. Indep. MO 64050

R 4. Print: JEFFREY L. BRUNTMYER Sign: JEFFREY L. BRUNTMYER
Date: 5-23-26 Address: 1225 DICKINSON RD. INDEP. MO. 64050

R 5. Print: Duane H Weekes Jr Sign: Duane H Weekes Jr
Date: 23 May 26 Address: 1239 Dickinson Rd Indep MO 64050

R 6. Print: PETER GONZALES Sign: Peter Gonzales
Date: 5/23/26 Address: 1405 DICKINSON RD INDEP MO 64050

R 7. Print: Charley L. Cobb Sign: Charley L. Cobb
Date: 5/23/26 Address: 1517 Dickinson rd, Independence mo. 64050

R 8. Print: Sharon Arnold Sign: Sharon Arnold
Date: 5/23/26 Address: 9035 Salisbury Rd Indep. MO 64050

R 9. Print: ROBERT Elliott Sign: Robert E. Elliott
Date: 5-23 Address: 1629 Dickinson Rd. Independence, mo 64050

R 10. Print: Denise Norton Sign: Denise Norton
Date: 5/23 Address: 311 Dickinson Rd Indep MO 64050

75

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Chrysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
24 day of May, 2026
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034

75

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Mckenna Cobb Sign: Mckenna Cobb
Date: 4/27/24 Address: 714 N Crysler Ave, Independence, Mo 64050

R 2. Print: Morgan Clevenger Sign: Morgan Clevenger
Date: 5/12/26 Address: 306 Farmer St. Independence, MO 64050

R 3. Print: Meka Page Sign: Meka K Page
Date: 5/12/26 Address: 806 West Saint Charles Avenue

R 4. Print: JOSHUA BELLA Sign:
Date: 5-17-26 Address: 501 N MAIN ST INDEPENDENCE MO 64050

R 5. Print: Glenn Klein Sign: Glenn Klein
Date: 5-17-26 Address: 609 N Main Street Independence, MO 64050

R 6. Print: Alexis Grubb Sign: Alexis Grubb
Date: 5/22/26 Address: 6216 N Delaware St. Independence, MO 64050

JS 7. Print: Jason Grubb Sign:
Date: 5/22/26 Address: 626 N. Delaware St Independence, MO 64050

JS 8. Print: Karin Everett Sign:
Date: 5/23/26 Address: 100 E Sue Ln Indep MO 64050

NS 9. Print: Mackenzie Mason Sign:
Date: 5-23-26 Address: 101 E Sue Lane Indep, MO 64050

R 10. Print: Dorthy M. Olmstead Sign: Dorthy M. Olmstead
Date: 5/23/26 Address: 108 E Sue Ln Indep, MO 64050

76

CIRCULATOR'S AFFIDAVIT: I, Molly Ballegos, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Molly
Circulator's Street Address: 609 N Main Street
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 24 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

76

77

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Jeanine McKee Sign: Jeanine McKee
Date: 5/18/26 Address: jeaninemckee901@gmail.com 1217 S Hayward Independence MO 64052
2. Print: Daniel L Webster Sign: Daniel L Webster
Date: 5/18/2026 Address: 722 S. Willis Ave Independence MO 64052
3. Print: Rickie TRACY Sign: Rickie Tracy
Date: 5-18-26 Address: 1228 N. LINDEN AVE, INDEPENDENCE MO 64052.
4. Print: DONNA Littrell Sign: Donna Littrell
Date: 5-18-26 Address: 1215 W Linden Ave, Independence, MO 64052
5. Print: Abigail Jenkins Sign: Abigail Jenkins
Date: 5-18-26 Address: 1200 W Linden Ave. Independence, MO 64052
6. Print: Cammy B. Carter Sr. Sign:
Date: 5-18-26 Address: 1201 LINDEN AVE INDEPENDENCE MO 64052
7. Print: Jeff Kirksey Sign:
Date: 5/18/26 Address: 1004 W. South Ave Independence, MO
8. Print: Anna Smith Sign: Anna Smith
Date: 5-18-26 Address: 105 W South Ave Indep MO 64050
9. Print: George & Teresa Dewey Sign: George Indep. Mo. 64050
Date: 5-18-26 Address: 910 W. South Ave
10. Print: Teresa Dewey Sign: Teresa Dewey
Date: 5/18/26 Address: 910 W South Ave

77

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, _____
a Notary Public, for the State of Missouri, County of Jackson this 24 day of May, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

77

78

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Graeme Collins Sign: Graeme Collins
Date: 5/18 Address: 502 S. Main St. Independence MO 64050
2. Print: David Collins Sign: David Collins
Date: 5/18 Address: 503 S Main St INDEPENDENCE MO 64050
3. Print: Vania Todorova Sign:
Date: 5/19/26 Address: 725 S. Liberty St Independence MO 64050
4. Print: Fanny Mandelberger Sign: Fanny Mandelberger
Date: 5/19/26 Address: 725 South Liberty ST Independence, MO 64050
5. Print: Mark Hamblin Sign:
Date: 5/19/26 Address: 416 E Kansas Ave Independence MO 64050
6. Print: Hank Ho Sign:
Date: 5/22/26 Address: 11718 E 21st Street Ct S Independence MO 64050
7. Print: Julia A Watterson Sign: Julia A Watterson
Date: 5-22-26 Address: 11702 E 21 ST CT S Ind. Mo 64050
8. Print: Debi Presley Sign:
Date: 5/22/26 Address: 11700 E 21st Ct S Indep. MO. 64050
9. Print: Lynda Hines Sign: Lynda Hines
Date: 5-22-26 Address: 11717 E. 21st St. Ct. S. Independence, MO. 64050
10. Print: Jared Miller Sign:
Date: 05/22 Address: 1025 S Forest Ave 64050 Independence, MO

78

CIRCULATOR'S AFFIDAVIT: I, Joan M Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 24 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

78

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Nora Miller Sign: Nora A. Miller
Date: 05/12/26 Address: 1025 S Forest Ave, Independence MO 64050
2. Print: Richard Parrilla Sign: Richard Parrilla
Date: 05/22/26 Address: 1023 S Forest Ave Independence, MO 64050
3. Print: Pamela Loomis Sign:
Date: 5/22/ Address: 1100 S Park Ave Indep, MO 64050
4. Print: Ernest Simmons Sign:
Date: 5/22/26 Address: 1101 S. Park Ave Independence, MO 64050
5. Print: Anna Simmons Sign: Anna Simmons
Date: 5/22/26 Address: 1101 S. Park Ave, Independence, MO 64050
6. Print: Kendra Goddard Sign: Kendra Goddard
Date: 5/22/26 Address: 1027 S. Park Ave. Indep. Mo. 64050
7. Print: Brendan Adams Sign:
Date: 5/22/26 Address: 1023 S Park Ave, Independence MO 64050
8. Print: Maggie Emerson Sign:
Date: 5/22/26 Address: 1025 S Park ave, Independence MO 64050
9. Print: James Stark Sign:
Date: 5-22-26 Address: 1110 S. Woodland Ave 64050
10. Print: Barbara Stark Sign: Barbara Stark
Date: 5-22-26 Address: 1110 S. Woodland Ave

79

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Joan M. Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 22 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

79

80

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Donna Diehl Sign: Donna Diehl
Date: 5/24/26 Address: 801 W 38th N Independence, MO 64050
2. Print: Kristen Wells Sign: Kristen Wells
Date: 5-24-26 Address: 2134 S Norton Independence Mo 64052
3. Print: Ronelle Dixon Sign: Ronelle Dixon
Date: 5-24-26 Address: 2134 S Norton ave Independence MO, 64052
4. Print: Cooper Wells Sign: Cooper Wells
Date: 5-24-26 Address: 2132 S Norton Ave Independence MO 64052
5. Print: Harold Cecil Sign: Harold Cecil
Date: 5/24/26 Address: 2101 S. Scott Ave Indep, MO 64052
6. Print: Mary Hibler Sign: Mary Hibler
Date: 5/24/26 Address: 2119 S. Scott Ave Indep MO 64052
7. Print: Amber Taylor-Sitko Sign: Amber Taylor-Sitko
Date: 5-24-26 Address: 2128 S. Scott Ave Indep. MO 64052
8. Print: JAMIE TAYLOR Sign:
Date: 5/24/26 Address: 1413 W. MAPLE AVE APT C IND MO 64050
9. Print: John O. TIERNEY Sign:
Date: 5/24/26 Address: 2130 S. SCOTT AVE INDEP. MO 64052
10. Print: Theresa Chisholm Sign: T. Chisholm
Date: 5/24/26 Address: 2179 S Scott Ave Indep. Mo. 64052

80

CIRCULATOR'S AFFIDAVIT: I, Joan M Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3.12.2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

80

8

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Romadeane Rudzik Sign: Romadeane Rudzik
Date: 5/24/26 Address: 2126 South Norwood Independence, MO 64052
2. Print: MARILYN ASHLEY Sign: Marilyn-Ashley
Date: 5/24/26 Address: 2124 S Norwood Ave, Independence, MO 64052
3. Print: Stacie Handley Sign: Stacie Handley
Date: 5/24/26 Address: 2118 S. Norwood Ave. Indep, MO 64052
4. Print: BEN HANDLEY Sign: Ben Handley
Date: 5/24/26 Address: 2118 S NORWOOD AVE INDEP MO 64052
5. Print: Argreta Sample Sign: Argreta Sample
Date: 5/24/26 Address: 2118 S Norwood Ave. Indep. MO. 64052
6. Print: STAN JONES Sign: Stan Jones
Date: 05-24-26 Address: 2001 S Vermont Ave Independence, MO 64052
7. Print: Jim WINSHIP Sign: Jim Winship
Date: 5/24/26 Address: 2229 S. Vermont Ave Independence, MO 64052
8. Print: Nick Carter Sign:
Date: 5/24/26 Address: 2230 S Vermont Ave Independence, MO 64052
9. Print: Jacob Drew Sign: Jacob Drew
Date: 5/24/26 Address: 2226 S vermont ave Independence MO 64052
10. Print: Jeffrey Marcott Sign: 2126 S. Vermont Ave Indep MO 64052
Date: _____ Address: _____

8

CIRCULATOR'S AFFIDAVIT: I, Joan M Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 1624 S. Liberty St.
Circulator's City, State and Zip Code: Independence MO 64052
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

8

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Jeffrey Marcott Sign: Jeffrey Marcott
Date: 5-24-26 Address: 2126 S Vermont Ave Independence MO 64052
2. Print: Darlene marcott Sign: Darlene marcott
Date: 5-24-26 Address: 2126 S. Vermont Ave, Independence, MO 64052
3. Print: Jerica Neeland Sign: [illegible]
Date: 5-24-26 Address: 2020 S Vermont Ave Independence, Mo 64052
4. Print: Rebecca E. Griffin Sign: Rebecca E. Griffin
Date: 5-24-26 Address: 2010 S. Vermont Ave, Independence, Mo. 64052
5. Print: Corbin Doll Sign: [illegible]
Date: 05242 Address: 11414 E 20th St S Independence Mo 64052
6. Print: Zebulun Aronstein Sign: [illegible]
Date: 5/24/26 Address: 11502 E 20TH ST. S., INDEPENDENCE, MO 64052
7. Print: Sheryl Greenfield Sign: Sheryl Greenfield
Date: 5-25-2 Address: 2008 S. Northern
8. Print: Alexis Craig Sign: [illegible]
Date: 525 Address: 1819 S Hodges ave independence MO
9. Print: Constance Mittrucker Sign: [illegible]
Date: 5-25-26 Address: 2003 S Claremont Ave Indep MO 64052
10. Print: _____ Sign: _____
Date: _____ Address: _____

82

CIRCULATOR'S AFFIDAVIT: I, Joan M Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

82

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition, I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: EDWARD E MOORE Sign: [signature]
Date: 5/24/26 Address: 2102 S SCOTT INDEP MO 64052
2. Print: Cynthia Moore Sign: Cynthia Moore
Date: 5/24/26 Address: 2102 S. Scott Ave Independence MO 64052
3. Print: Hartzell Ross Sign: Hartzell Ross
Date: 5/24 Address: 941 E Sea drive Independence, Mo 64050
4. Print: Kaleah Rowland Sign: Independence MO, 64052
Date: 5/24 Address: 2107 S norwood Ave Indep. mo 64052
5. Print: Joseph V. Amberson Sign: [signature]
Date: 5-24-26 Address: 2109 S. Norwood Ave Indep. MO, 64052
6. Print: Sonlly Y. De La Cruz Sign: Sonlly Y. De la Cruz
Date: 5/24/26 Address: 2115 S. Norwood Ave. Independence MO 64052
7. Print: Jennifer V Collins Sign: [signature]
Date: 5/24/26 Address: 2121 S Norwood Ave Independence MO 64052
8. Print: ISSAC BENNETT Sign: [signature]
Date: 5-24 Address: 2133 S norwood AVE, INDEPENDENCE MO 64052
9. Print: JESSICA BENNETT Sign: Jessica Bennett
Date: 5-24 Address: 2133 S norwood AVE, INDEPENDENCE MO 64052
10. Print: Joseph W. Rudzik Sign: [signature]
Date: 5-24-26 Address: 2126 S. Norwood Ave. Independence MO 64052

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

83

Circulator's Signature: [signature]
Circulator's Street Address: 424 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley, a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

84

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri and my registered voting address is correctly written after my name.

1. Print: Ashley Payton Sign: Ashley Payton
Date: 5-23 Address: 710 N Fuller St Independence Mo 64050
2. Print: Corrine Payton Sign: Corrine Payton
Date: 5/23 Address: 1510 W Waldo St Independence MO 64050
3. Print: Dana E Smith Sign: Dana E Smith
Date: 5/23 Address: 570 S Evanston Ave. 64053
4. Print: _____ Sign: _____
Date: _____ Address: _____
5. Print: _____ Sign: _____
Date: _____ Address: _____
6. Print: _____ Sign: _____
Date: _____ Address: _____
7. Print: _____ Sign: _____
Date: _____ Address: _____
8. Print: _____ Sign: _____
Date: _____ Address: _____
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

84

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 3 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach
Circulator's Street Address: 1110 West Walnut Street
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3.12.2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

84

85

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Ena Serrano Sign: Ena Serrano
Date: 5-24-26 Address: 1833 S Vermont Ave Ind MO 64052
2. Print: Brittney Lewis Sign: Brittney Lewis
Date: 5/24/26 Address: 1837 S Vermont Ave 64052
3. Print: Algi Pujols Sign: Algi Pujols
Date: 5-24-26 Address: 2427 S. Sterling ave, Independence MO 64052
4. Print: Leonel Pujols Sign: Leonel Pujols
Date: 5-24-26 Address: 2309 S. Northern Blvd Indep. MO 64052
5. Print: Maria V. Pujols Sign: Maria V. Pujols
Date: 5/24/26 Address: 2427 Sterling ave Indep. MO 64052
6. Print: Judee Wilkinson Sign: Judee Wilkinson
Date: 5-24-26 Address: 2809 N. Liberty Indep. Mo. 64050-1323
7. Print: Andrew Baker Sign: Andrew Baker
Date: 5-24-26 Address: 821 W. Whitecap ~~Drive~~ Indep Mo 64050
8. Print: Wilson Tyler Gosnell Sign: Wilson Gosnell
Date: 5/24/26 Address: 1942 S. Maywood Ave. Independence, MO 64052
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

85

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 8 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach
Circulator's Street Address: 1110 West Walnut Street
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2026

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

85

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Nicholas McCleary Sign: Nicholas McCleary
Date: 5-25-26 Address: 2223 S Hawthorne Ave Indep. Mo
2. Print: Shauna R. McCleary Sign: S. McCleary
Date: 5-25-26 Address: 2223 S. Hawthorne Ave, Independence MO 64052
3. Print: Franklin Hutcherson Sign:
Date: 5/25/26 Address: 3495 osage st Independence mo 64050
4. Print: Vivian Hopkins Sign: Vivian Hopkins
Date: 5/25/26 Address: 315 Osage Independence MO 64050
5. Print: Milow APODACA Sign:
Date: 5/25/26 Address: 1305 W. College ST. Independence Missouri
6. Print: Linda C Mendoza Sign:
Date: 5/25/26 Address: 109 N. Hawthorne Ave Independence, MO 64053
7. Print: Douglas Tracy Sign: Douglas Tracy
Date: 5-25-26 Address: 13501 E Kentucky Rd Independence MO 64050
8. Print: Robert Herrera Sign:
Date: 5 25 26 Address: 616 E Lexington Dr Indep. MO 64055
9. Print: Kenneth W Coody Sign: Kenneth W Coody
Date: 5-25-26 Address: 1408 Appleton Ave Independance MO 64052
10. Print: Emily Tourville Sign:
Date: 5-25-26 Address: 2701 S Northern Blvd Independence MO 64052

86

CIRCULATOR'S AFFIDAVIT: I, Elsa Maria Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elsa Maria Breitenbach
Circulator's Street Address: 1110 West Walnut Street
Circulator's City, State and Zip Code: Independence Mo 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

86

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: CORY LEMTZ Sign: [signature]
Date: 5-25-26 Address: 13211 E SILVER LN IND MO 64050
2. Print: Rita Aldape Robinett Sign: Rita Aldape Robinett
Date: 5/25/26 Address: 625 S. Hardy Ave Independence MO 64053
3. Print: Mark Suddarth Sign: Mark Suddarth
Date: 5-25-26 Address: 216 N Hutting Ave Independence Indp MO 64053
4. Print: Christopher W. Renneman Sign: Christopher W. Renneman
Date: 5-25-26 Address: 105 N. Evanston Avenue, Independence, MO. 64053
5. Print: Sara Husman Sign: Sara Husman
Date: 5/25/26 Address: 311 W. Southside Blvd. Independence MO 64055
6. Print: Gabriel Wayne Logan Sign: [signature]
Date: 5/25/26 Address: 109 N Hawthorne ave
7. Print: Deborah F. Parker Sign: Deborah F Parker Shaare
Date: 5/25/26 Address: Shaare 701 West Colonel Dr Independence Mo. 64050
8. Print: Rick L. Justice Sign: [signature]
Date: 5-25-26 Address: 1000 Dickinson RD Independence, MO 64050
9. Print: Michael ALAN Lozada-Vivas Sign: [signature]
Date: 5/25/26 Address: 112 South Hutting Ave, Independence, MO 64053
10. Print: Brett Story Sign: Brett Story
Date: 5/25/26 Address: 2701 S Northern Blvd, Independence, Mo 64052

87

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach
Circulator's Street Address: 1110 West Walnut Street
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 26th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3.12.2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

87

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Bonnie Cadwalader Sign: Bonnie Cadwalader
Date: 5/25 Address: 9316 E 15th St. S. Indep. MO. 64052
2. Print: SANDRA E Clift Sign: Sandra Elliott
Date: 5/25 Address: 9312 E. 15th St S Indep. MO. 64052
3. Print: Anthony Lee Sign:
Date: 5/25 Address: 9320 E 15th street S Independence, Mo 64052
4. Print: Shannon Shaw Sign: Shannon L. Shaw
Date: 5/25 Address: 9320 E. 15th St. S. Independence, MO. 64052
5. Print: Allison Ikerd Sign: Allison Ikerd
Date: 5/25 Address: 9320 E. 15th St. S. Indep. MO. 64052
6. Print: Nicole Warkentien Sign:
Date: 5/25 Address: 9329 E 15th st S Independence MO 64052
7. Print: Beverly Belau Sign: Beverly Belau
Date: 5-25-26 Address: 9406 E 15th St S Independence MO 64052
8. Print: Carol Ebert Sign: Carol Ebert
Date: 5-25-26 Address: 1826 S Evanston Independence, Mo 64052
9. Print: Doris Wallace Sign: Doris Wallace
Date: 5252 Address: 8 A E Evanston Ave Indep MO 64052
10. Print: Raymond Clemens Sign: RAYMOND CLEMENS
Date: 5/25/26 Address: 19195 Arlington Ave Indep MO 64052

86

CIRCULATOR'S AFFIDAVIT: I, McKenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: McKenna Cobb
Circulator's Street Address: 719 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3.12.2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

88

89

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Nova R Sweeten Sign: [signature]
Date: 05/26 Address: 1409 S Arlington 64052
~~2. Print:~~ ~~Sign:~~
~~Date:~~ ~~Address:~~
3. Print: Marcia Pierce Sign: Marcia Pierce
Date: 5-25-26 Address: 1901 S. Arlington Ave Indep. Mo. 64052
4. Print: Ernest Lee Pratt Sign: [signature]
Date: 5-25-26 Address: 1908 S Arlington Ave Independence, MO3
5. Print: ECHO PRATT Sign: Echo Pratt
Date: 5-25-26 Address: 1908 S Arlington Ave, Indep, MO 64050
6. Print: Kyle Schalk Sign: Kyle Schalk
Date: 5/25 Address: 1903 S. Arlington Ave. 64052
7. Print: Paul Brockway Sign: Paul W. Brockway
Date: 5-25-26 Address: 1313 N. Cottage St Independence MO 64050
8. Print: Becky Brockway Sign: B S. B
Date: 5/25/26 Address: 1313 N Cottage St. Indep MO 64050
9. Print: Tyler Jones Sign: Tyler Jones 64052
Date: 5-25-26 Address: 3130 Englewood terrace
10. Print: Sign:
Date: Address:

89

CIRCULATOR'S AFFIDAVIT: I, McKenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 8 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: McKenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

89

90

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: JACQUELINE DAVIS Sign: Jacqueline R. Davis
Date: 5/24 Address: 1440 N. d'EVEREAUX CT INDEP. MO
2. Print: Brittani Rachelle Evans Sign: Brittani Evans
Date: 5/24 Address: 801 W 38th St Independence, MO 64055
3. Print: Chad Abeyta Sign: Chad E. Abeyta
Date: 5-24-2026 Address: 1717 S. Crescent Ave. Independence MO 64052
4. Print: Jennifer Abeyta Sign: Jennifer Abeyta
Date: 5/24/26 Address: 1717 S. Crescent Ave Independence MO 64052
5. Print: Amy Biggs Sign: AB
Date: 5/24/26 Address: 9501 E 18th St S. Indep. MO 64052
6. Print: David M. Schwensen Sign: David M. Schwensen
Date: 5-24-26 Address: 9417 E. 18th St S, Independence, Mo 64052
7. Print: Florene D. Schwensen Sign: Florene Schwensen
Date: 5-24-26 Address: 9417 E. 18th Street S, Independence, MO 64052
8. Print: BrAnna Bennett Sign: BrAnna Bennett
Date: 5/24/26 Address: 1533 N Pleasant St Independence MO 64050
9. Print: Steven Knyzek Sign: Steven Knyzek
Date: 5/24/26 Address: 1533 N Pleasant St Independence MO 64050
10. Print: JOANN L. MUCKENSTURM Sign: Joann L. Muckenstrum
Date: 5/24/2026 Address: 1531 N. PLEASANT INDEPENDENCE, MO 64050

90

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

90

91

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Lori A Bell Sign: Lori A. Bell
Date: 5-24-26 Address: 1316 N. Pleasant St, Independence, Mo 64050
2. Print: Gary S. Bell Sign: Mary L. Bell
Date: 5-24-26 Address: 1316 N. Pleasant Independence, MO 64050
3. Print: RONALD S. DAUGHERTY Sign: [illegible]
Date: 5-27-26 Address: 1323 N PLEASANT ST INDEP. MO 64050
4. Print: [illegible] Sign: [illegible]
Date: _____ Address: _____
5. Print: [illegible] Sign: [illegible]
Date: _____ Address: _____
6. Print: Matthew Delvitt Sign: Matthew Delvitt
Date: 5-25-26 Address: 9331 E 16th St S 64052
7. Print: William Mitchell Sign: William Mitchell
Date: 5-25 Address: 9308 E 16
8. Print: Kelrsten Morales Sign: Kelrsten Morales
Date: 5-25 Address: 1516 S. Brookside Indep. MO. 64052
9. Print: Stephanie Laning Sign: Stephanie Laning
Date: 5-25-26 Address: 1516 S. Brookside Avenue Indep MO 64052
10. Print: TAMMIE SHINABARGER Sign: Tammie Shinabarger
Date: 5-25 Address: 1516 S. BROOKSIDE Indep. MO 64052

91

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 8 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

91

92

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Joyce MacDonald Sign: Joyce MacDonald
Date: 5/17/26 Address: 3104 N. Delaware St. Indep. MO 64050
2. Print: Misty Lauck-Harver Sign: Misty Lauck Harver
Date: 5/17/26 Address: 3200 N. McCoy St Independence MO 64050
3. Print: Robby Scott Sign: Robby Scott
Date: 5/17/26 Address: 3200 N. McCoy St Independence MO
4. Print: Samantha May Sign: Samantha May
Date: 5/17/26 Address: 1026 S. Pleasant St Independence, Mo 64050
5. Print: _____ Sign: _____
Date: _____ Address: _____
6. Print: _____ Sign: _____
Date: _____ Address: _____
7. Print: _____ Sign: _____
Date: _____ Address: _____
8. Print: _____ Sign: _____
Date: _____ Address: _____
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

92

CIRCULATOR'S AFFIDAVIT: I, Cassandra Malone, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 4 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Cassandra Malone
Circulator's Street Address: 3207 N. Union St
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley a Notary Public, for the State of Missouri, County of Jackson this 25th day of May 2026
Signature of notary: Marlene Kay Haley
My Commission Expires: 3.12.2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

92

93

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Molly Montgomery Sign: Molly Montgomery
Date: 5/13/26 Address: 1908 S Harris Avenue, Independence Mo, 64052
2. Print: Mary Montgomery Sign: Mary Montgomery
Date: 5/13/26 Address: 1908 S Harris Ave Independence Mo 64052
3. Print: Deborah Kay Davis Sign: Deborah Kay Davis
Date: 5/13/26 Address: 1908 S Harris Avenue Independence, Mo 64052
4. Print: Billy L Davis Sign: Billy L Davis
Date: 5/13/26 Address: 1907 S Harris Ave Independence MO 64052
5. Print: Betsy J. Thompson Wilson Sign: Betsy J Thompson Wilson
Date: 5/13 Address: 10806 E. 19th Terr. S. Indep. MO 64052
6. Print: Sandi Parker Sign: Sandi Parker
Date: 5-13-26 Address: 1908 S Northern Blvd, Indep MO 64052
7. Print: Benjamin Montgomery Sign: Benjamin Montgomery
Date: 5-13-26 Address: 1908 S Harris Ave Independence MO 64052
8. Print: Edward Horton Sign: Edward Horton
Date: 05/13/26 Address: 1106 N Liberty st. Independence MO 64050
9. Print: Jessica Croisant Sign: Jessica Croisant
Date: 05/18 Address: 1400 Appleton Avenue
~~10. Print:~~ Sign:
Date: Address:

93

CIRCULATOR'S AFFIDAVIT: I, Lacinda Johnson, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Lacinda Johnson
Circulator's Street Address: 12165 Cunningham Ave
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 28th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

93

5

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Lilian Cappozzoli Sign: Lilian Cappozzoli
Date: 5-17-26 Address: 203 S Willis Ave Independence, MO 64050
2. Print: Robert L Greenwood Sign: Robert L. Greenwood
Date: 5-24-26 Address: 724 N. Main St. Independence MO 64050
3. Print: Steve Greenwood Sign: Steve Greenwood
Date: 5-24-26 Address: 724 N. Main Independence MO 64050
4. Print: Dominic Escobar Sign: Dominic Escobar
Date: 5-24-26 Address: 507 W. 39th St. N. Independence MO. 64050
5. Print: _____ Sign: _____
Date: _____ Address: _____
6. Print: _____ Sign: _____
Date: _____ Address: _____
7. Print: _____ Sign: _____
Date: _____ Address: _____
8. Print: _____ Sign: _____
Date: _____ Address: _____
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

94

CIRCULATOR'S AFFIDAVIT: I, Damian Escobar, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 4 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: _____
Circulator's Street Address: 203 s willis Ave
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

9/4

95

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Cheri Suzanne Battrick Sign: Cheri Suzanne Battrick
Date: 5/4/26 Address: 11431 E. 15th St. S. Independence, MO 64052
2. Print: Sam Wade Sign: Sam Wade
Date: 5-5-26 Address: 1216 S. Cunningham Independence MO. 64050
3. Print: Ferris Grossheim Sign:
Date: 5/6/26 Address: 1410 w walnut st Independence, MO 64050
4. Print: Steven Bisick Sign:
Date: 5/8/26 Address: 5/6 east 1 e46 i 40 N. Ave Independence MO 64050
5. Print: Michael Brooks Sign: Michael Brooks
Date: 5/9/26 Address: 617 E College St. Independence, MO 64050
6. Print: Chris Walters Sign: Chris Walters
Date: 5/9/26 Address: 523 E. College St. Independence, Mo 64050
7. Print: Frances Blake Sign: Frances Blake
Date: 5-9-26 Address: 1408 N. Hocker Independence mo. 64050
8. Print: Susan Robertson Sign: Susan Robertson
Date: 5-9-26 Address: 1302 N. Hocker Ave Independence MO 64050
9. Print: CHERI HONEYCUTT Sign: Cheri Honeycutt
Date: 5-9-26 Address: 1406 N. PEARL DR Indep. MO 64050
10. Print: ~~5-12-26~~ Faye Bailey Sign: Faye Bailey
Date: 5-12-26 Address: 1218 S Cunningham Ave Indep MO 64050

95

CIRCULATOR'S AFFIDAVIT: I, Lacinda Johnson the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 20 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Lacinda Johnson
Circulator's Street Address: 1218 S Cunningham Ave
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number: 12540726
My Commission Expires Mar 12, 2028

96

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Amber Garrett Sign: Amber Garrett
Date: 5/25/26 Address: 340 W. Jones, St., Independence MO 64050
2. Print: Sharon Cooper Sign: Sharon Cooper
Date: 5/25/26 Address: 1524 N Spring St. Indep, Mo. 64050
3. Print: Ron Haft Sign: RH
Date: 5/25/26 Address: 923 N. Lynn St Indep. Mo. 64050
4. Print: Debra Lindley Sign: Debra Lindley
Date: 5/25/26 Address: 921 N. Lynn St Independen Mo 64050
5. Print: Andrea Flores Sign: Andrea Flores
Date: 5/25/26 Address: 911 N. LYNN ST Independence MO 64050
6. Print: Lauren Freije Sign: Lauren Freije
Date: 5/25/26 Address: [redacted] 3407 N Pleasant St.
7. Print: Loutrecia Stout Sign: Loutrecia Stout
Date: 5.25.26 Address: 824 N. Noland Rd. Indep MO 64050
8. Print: Christina Hastly Sign: Christina Hastly
Date: 6-25-26 Address: 900 N. Noland Rd Indep. MO. 64050
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

96

CIRCULATOR'S AFFIDAVIT: I, LaCinda Johnson, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 8 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: LaCinda Johnson
Circulator's Street Address: 1218 S Cunningham Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3.12.2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

96

97

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Leslie E Benjamin Sign: Leslie E Benjamin
Date: 5/19/26 Address: 660 N. Spring St #710 Independence MO 64050

2. Print: Mary Lou Martens Sign: Mary Lou Martens
Date: 5-22-26 Address: 1501 N. Cottage Ct Independence, MO 64050

3. Print: Ebony Love Sign: Ebony Love
Date: 5/22/26 Address: 3505 N Pleasant St Independence MO. 64050

4. Print: Kimberly Buckley Sign: Kimberly Buckley
Date: 5/25/26 Address: 820 W. Waldo, Indep. MO 64050

5. Print: C Robert Buckley Sign: C Robert Buckley
Date: 5/25/26 Address: 820 W. Waldo, Indep MO 64050

6. Print: Pamela L Dotson Sign: Pamela L Dotson
Date: 5/25/26 Address: 407 N Union St Ind 64050

7. Print: Diane Reuter Sign: Diane Reuter
Date: 5/25/26 Address: 630 N. Delaware St Independence, MO 64050

8. Print: Barbara A Chamberlain Sign: Barbara A Chamberlain
Date: 5-25-26 Address: 614 N. Delaware

9. Print: Cheryl A. Hinkle Sign: Cheryl A. Hinkle
Date: 5-25-26 Address: 611 N. Delaware St Indep. MO 64050

10. Print: Nadine Stephenson Sign: Nadine Stephenson
Date: 5/25/2026 Address: 1515 N. Union Ct - Indep. MO. 64050

97

CIRCULATOR'S AFFIDAVIT: I, LaCenda Johnson, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: LaCenda Johnson
Circulator's Street Address: 1216 S Cunningham Ave
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

97

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Cece Goodwin Sign: Cece Goodwin
Date: 5-18-26 Address: 1400 Appleton Ave
2. Print: ELIZABETH MACKEY Sign: Elizabeth Mackey
Date: 5-18-26 Address: 660 N. Spring Street Indep. mo 64050 APT 809
3. Print: Paul Frisbey Sign: Paul Frisbey
Date: 5-18-24 Address: 660 North Spring Street 808 Apartment
4. Print: Debra Ryan Sign: Debra A. Ryan
Date: 5.18.26 Address: 660 N. Spring St. Independence MO 64050
5. Print: Brenda Dorbyn Sign: Brenda Dorbyn
Date: 5/18/26 Address: 660 N Spring St Independence MO. 64050
6. Print: Sarah Swinney Sign: Sarah Swinney
Date: 5-18-26 Address: 660 N Spring # 217 Indep. MO 64050
7. Print: ~~Julia Spies~~ Sign:
Date: ~~Address:~~
8. Print: Julia Spies Sign: Julia Spies
Date: 5/18/26 Address: 419 N Jennings Rd. Independence, MO
9. Print: Robert Simkins Sign: Robert Simkins
Date: 5/24/26 Address: 906, S, Main St. Indep. Mo 64050
10. Print: Woodie Russell Sign:
Date: 5-22 Address: 728 cherry ct Ind. MO 64050

98

CIRCULATOR'S AFFIDAVIT: I, LaCinda Johnson, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: LaCinda Johnson
Circulator's Street Address: 1218 SE Cunningham Ave
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: GREGG HIGGINBOTHAM Sign: Gregg Higginbotham
Date: 5/25/26 Address: 728 NORTH MAIN ST. INDEPENDENCE, MO 64050

2. Print: Edith Gail Higginbotham Sign: Edith Gail Higginbotham
Date: 5/25/26 Address: 728 North Main St. Independence, MO 64050

3. Print: _____ Sign: _____
Date: _____ Address: _____

4. Print: _____ Sign: _____
Date: _____ Address: _____

5. Print: _____ Sign: _____
Date: _____ Address: _____

6. Print: _____ Sign: _____
Date: _____ Address: _____

7. Print: _____ Sign: _____
Date: _____ Address: _____

8. Print: _____ Sign: _____
Date: _____ Address: _____

9. Print: _____ Sign: _____
Date: _____ Address: _____

10. Print: _____ Sign: _____
Date: _____ Address: _____

99

CIRCULATOR'S AFFIDAVIT: I, CAROL PETRINI, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 2 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Carol Petrini
Circulator's Street Address: 730 N MAIN
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

99

(10)

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Phillip Morton Sign: Phillip Morton
Date: 5-24-26 Address: 913 S Arlington Ave Independence, MO 64053

2. Print: Tonya Williams Sign: Tonya Williams
Date: 5-24-26 Address: 913 S. Arlington Ave Independence mo 64053

3. Print: Halie Farrand Sign: Halie Farrand
Date: 5/24/26 Address: 18500 E 11th St Ct N. Independence, MO 64056

4. Print: Brooke Gray Sign: [illegible]
Date: 5/24/26 Address: 214 W Farmer St. Apt 3 Independence, MO 64050

5. Print: Edwing Tapia Sign: Edwing Tapia
Date: 5/24/26 Address: 2323 S Maywood Ave, Independence, MO 64052

6. Print: IRVING TAPIA Sign: I. Tapia
Date: 5/24/26 Address: 23235 MAYWOOD AVE, INDEPENDENCE, MO 64052

7. Print: Moriah Mastin Sign: Moriah Mastin
Date: 5/24/26 Address: 1025 E Smith Ave Independence MO 64050

8. Print: Sasha Curl Sign: Sasha N. Curl
Date: 5.24.26 Address: 2716 S coachman Dr Indep MO 64055

9. Print: Steven Malone Sign: Steven Malone
Date: 5-25 Address: 718 N Main St. Independence MO, 64050

10. Print: Rickey Parks Sign: [illegible]
Date: 5-25 Address: 108 E College St Independence MO

100

CIRCULATOR'S AFFIDAVIT: I, CAROL PETRINI, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Carol Petrini
Circulator's Street Address: 730 N. MAIN
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Marlene Kay Haley a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2026

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

101

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Dan Cockrell Sign: [signature]
Date: 5/25 Address: 800 w waldo Apt
2. Print: Zach Jungmeyer Sign: [signature]
Date: 5/25 Address: 800 W Truman Rd Independence MO
3. Print: Caroline Kuffman Sign: Caroline Kuffman
Date: 5/25/26 Address: 806 W Truman Rd, Independence, MO 64050
4. Print: Sign:
~~Date: 5/25 Address: 620 N Delaware Street, Independence MO 64050~~
~~5. Print: X Sign: X~~
~~Date: 5/25 Address: 620 N Delaware St, Independence MO 64050~~
~~6. Print: Michael Sign: Michael~~
Date: Address:
7. Print: TRENT DOUTHAT Sign: Trent A Douthat
Date: 5/25/2026 Address: 422 N. Delaware St. Indep, MO 64050
8. Print: Scout Merry Sign: Scout M
Date: 5/25/26 Address: 8 Main St Independence MO 64050
9. Print: Lori Klein Sign: Lori Klein
Date: 5/25/26 Address: 824 N Main St. Indep. MO. 64050
10. Print: Penny Brundige Sign: Penny Brundige
Date: 05/25/26 Address: 830 N Main St Independence, MO 64050

101

CIRCULATOR'S AFFIDAVIT: I, CAROL PETRINI, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 7 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Carol Petrini
Circulator's Street Address: 730 N MAIN
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

101

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: DIASHA White Sign: Diasha White
Date: 5/24 Address: 210 S Pleasant St 64050 Indep. MO

2. Print: Amanda Waldron Sign: [illegible]
Date: 5/24/26 Address: 624 W 24th St Independence MO 64055

3. Print: Austin Temple Sign: Austin Temple
Date: May 24/26 Address: 10300 E 11th St S, Independence, mo

4. Print: Melisa Temple Sign: Melissa Temple-Yoest
Date: 5/24 Address: 239 N. Oxford Ave. Indep. MO 64053

5. Print: Courtney Clark Sign: [illegible]
Date: 5/24/26 Address: 11605 S Harris Ave Indep MO 64052

6. Print: Jacqueline E. Ruxlow Sign: Jacqueline E. Ruxlow
Date: 5-24-26 Address: 227 S. Huttig Ave., Indep., Mo. 64053

7. Print: Juan M. Rivera Sign: Juan M. R.
Date: 5/24/26 Address: 16108 E. 23rd St S. Independence, MO 64055

8. Print: Zoe Jones Sign: Zoe Jones
Date: 5/24/26 Address: 930 s northern blvd. Independence, MO 64053

9. Print: Samantha Gallagher Sign: Samantha Gallagher
Date: 5/24/26 Address: 512 Stone Arch Dr. Independence, MO 64052

10. Print: Leslie Albin Sign: Leslie Albin
Date: 5/24/26 Address: 19095 Burlington Ind. Mo. Ind. 64052

102

CIRCULATOR'S AFFIDAVIT: I, CAROL PETRINI, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Carol Petrini
Circulator's Street Address: 730 N. MAIN
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

102

103

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Colena Lackey Sign: Colena Lackey
Date: 5/24 Address: 504 W. Colonel Dr Indep MO 64050
2. Print: Mary I Ross Sign: Mary Ioune Ross
Date: 5/24/26 Address: 504 W Colonel Dr Independence MO 64050
3. Print: Rosy Hampton Sign: R Hampton
Date: 5/24/26 Address: 3302 N. McCoy St Ind. MO 64050
4. Print: Ambrose Putney Sign: Ambrose Putney
Date: 5/24 Address: 3502 N Delaware St Independence MO 64050
5. Print: _____ Sign: _____
Date: _____ Address: _____
6. Print: _____ Sign: _____
Date: _____ Address: _____
7. Print: _____ Sign: _____
Date: _____ Address: _____
8. Print: _____ Sign: _____
Date: _____ Address: _____
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

103

CIRCULATOR'S AFFIDAVIT: I, Deanna Zackos, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 4 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Deanna Zackos
Circulator's Street Address: 3507 N Delaware St. Independence MO 64050
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 25th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

102

104

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: James P Davis Sign: [signature]
Date: 5/23/26 Address: 9315 E 9th St. S. Independence, Missouri 64053

2. Print: Craig Barnick Sign: [signature]
Date: 5/24/26 Address: 11431 E 15th St S Independence MO 64052

3. Print: Abigail Akin Sign: [signature]
Date: 5-23-26 Address: 5504 Bagnall Dr Jefferson City MO 65109

4. Print: Rhian Kempf Sign: [signature]
Date: 05/25/26 Address: 109 S Northern Blvd, Independence, MO, 64054

5. Print: Stacey Liles Sign: [signature]
Date: 5-25-26 Address: 1808 S. Hedges Ave Ind MO 64052

6. Print: Sharon Headrick Sign: [signature]
Date: 5-25-26 Address: 1827 S Hedges Ave Indep MO 64052 PO Box 31 64051

7. Print: Bonnie Wessing Sign: [signature]
Date: 5-25-26 Address: 3008 Nash Ave Indep Mo 64052 Independence

8. Print: David S. McComas Sign: [signature]
Date: 5-25-26 Address: 103 E 10th St. S. Independence, MO 64053

9. Print: Richard Milton Jr Sign: [signature]
Date: 5-25-26 Address: 228 S Huttigave Independence, Missouri, 64053

10. Print: Frances L. Grubb Sign: [signature]
Date: 5-25-26 Address: 9806 Jewell Ct Indep Mo 64052

104

CIRCULATOR'S AFFIDAVIT: I, Elisa M. Bredeweg, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Bredeweg
Circulator's Street Address: 1110 West Walnut Street 64050
Circulator's City, State and Zip Code: Independence MO
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 25 day of May, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

105

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Vincent Zackus

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Wendy Wilkins Sign: Wendy Wilkins
Date: 5/23/26 Address: 118 S. Ash Ave Independence, MO 64053

2. Print: Deanna Zackus Sign: Deanna Zackus
Date: 5/24/26 Address: 3507 N Delaware St. Independence MO 64050

3. Print: JAMES TRIBLE Sign: James Trible
Date: 5/24/26 Address: 822 E LEXINGTON INDEPENDENCE MO 64050

4. Print: Laura Place Sign: Laura Place
Date: 5/24/26 Address: 1101 S Brookside Ave Apt 2C Independence MO 64053

5. Print: ~~Isaac~~ Sign:
Date: Address:

6. Print: Meredith Burton Sign:
Date: 5/25/26 Address: 11530 E. 10th St. S, Independence, MO 64054

7. Print: Darcey Pohl Sign: Darcey Pohl
Date: 5/25/26 Address: 512 W. 39th N. Independence, MO. 64050

8. Print: Trisha Milton Sign: Trisha Milton
Date: 5/25/26 Address: 228 South Hutting Ave Independence Missouri. 64053

9. Print: Elizabeth Harvey Sign: Elizabeth Harvey
Date: 5/25/26 Address: 10830 E. Scarritt Ave. Sugar Creek, MO 64054

10. Print: Calvin Backhus Sign: Calvin Backhus
Date: 5/25/26 Address: 10830 Escarritt Ave Sugar Creek, MO 64054

105

CIRCULATOR'S AFFIDAVIT: I Elsa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elsa Marie Breitenbach
Circulator's Street Address: 1110 West Walnut Street
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
23 day of May, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

105

106

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Myrna Gregath Sign: Myrna Gregath
Date: 5/26/26 Address: 1709 N. Kiger Rd. Independence, MO 64050

R 2. Print: Colby Alvis Sign: Colby
Date: 5/26/26 Address: 1817 N Kiger RD Independence, MO 64050

D 3. Print: Joshua Alvis Sign: Joshua Alvis
Date: 5-26-26 Address: 1817 N. Kiger Rd Independence, MO 64050

4. Print: James T Dare Sign: James T Dare
Date: 5-26-26 Address: 1909 N Kiger Rd Independence MO 64050

R 5. Print: Trisha Beck Sign: Trisha Beck
Date: 5-26-26 Address: 1312 Antrim Lane Independence MO 64050

DA 6. Print: Carolyn Earnest Sign: Carolyn Earnest
Date: 5/26/26 Address: 9116 S Noland Road Indep. MO 64050

7. Print: _____ Sign: _____
Date: _____ Address: _____

8. Print: _____ Sign: _____
Date: _____ Address: _____

9. Print: _____ Sign: _____
Date: _____ Address: _____

10. Print: _____ Sign: _____
Date: _____ Address: _____

10b

CIRCULATOR'S AFFIDAVIT: I, Joan M Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 6 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

R Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 26th day of May, 2026
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

107

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Jessie Roberts Sign: Jessie Roberts
Date: 5/26/2026 Address: 1535 W College Terrace Independence, MO 64050

2. Print: Karl Blair Sign: Karl Blair
Date: 5/26/26 Address: 2201 S. Overton Ave Independence Mo 64052

3. Print: Curtis L BROWN Sign: Curtis L Brown
Date: 5-26-26 Address: 1709 ½ N. LYNN INDEP, MO. 64050

4. Print: Diane Thornton Sign: INDEPENDENCE
Date: 5-26-26 Address: 1407 S. Franklin Dr. IND MO 64052

5. Print: Sandra Miller Sign: Sandra Miller
Date: 5-26- Address: 1408 Franklin Dr. Indep. Mo. 64052

6. Print: Lisa Jones Sign: Lisa Jones
Date: 5-26 Address: 1520 S. Mountain Dr. Indep MO 64052

7. Print: Judy SWEARINGEN Sign: Judy Swearingen
Date: 5/26/26 Address: 11537 E 19th St S Independence, MO 64052

8. Print: Wendy Vogel Sign: Wendy Vogel
Date: 5/26/26 Address: 1824 S Norwood Ave Independence, MO 64052

9. Print: Isabelle Vogel Sign: Isabelle Vogel
Date: 5/26/26 Address: 1824 S Norwood Ave Independence, Mo 64052

10. Print: Janet Samborski Sign: Janet Samborski
Date: 5/26/26 Address: 1830 S. Norwood Ave. Independence, MO 64052

CIRCULATOR'S AFFIDAVIT: I, LaQinda Johnson, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition. 107

Circulator's Signature: LaQinda Johnson
Circulator's Street Address: 1218 S Cunningham Ave
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 26th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-28

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

108

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: John Leibrecht Sign: [signature]
Date: 5/26 Address: 526 S Arlington Ave, Independence MO 64053

2. Print: Brandi Hamm Sign: [signature]
Date: 5/26/26 Address: 1008 West College Street Independence, Missouri 64050

R 3. Print: Curtis Hamm Sign: [signature]
Date: 5/26/26 Address: 1008 West College Street Independence, Missouri 64050

JS 4. Print: Xiao Faria da Cunha Sign: [signature]
Date: 5/26/26 Address: 808 S Forest Ave. Independence, Missouri 64052

2 5. Print: Judy Sammon Sign: Judy Sammon
Date: 5/26/26 Address: 1920 S. Hawthorne Ave Independence, Mo 64052

2 6. Print: TAMARA ROARK Sign: [signature]
Date: 5/26/26 Address: 1207 S. Cedarcrest Terrace. MO 64052 INDEPENDENCE

2 7. Print: Janet LEATHERWOOD Sign: [signature]
Date: 5/27 Address: 1411 S. Full Ea FARM. MO. 64050

R 8. Print: Stephen L Schowengerdt Sign: Stephen L Schowengerdt
Date: 5/27/26 Address: 3806 N. Delaware, Independence, MO 64050

9. Print: _____ Sign: _____
Date: _____ Address: _____

10. Print: _____ Sign: _____
Date: _____ Address: _____

108

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 8 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

2 Circulator's Signature: Elisa Marie Breitenbach
Circulator's Street Address: 1116 West Walnut Street Independence Mo
Circulator's City, State and Zip Code: Independence Mo 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this
26th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3/12/2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

109

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Jeff Hoyt Sign: [signature]
Date: 5-26 Address: 3601 Shady Bend Dr Indep Mo 64052

2. Print: Sharon Hoyt Sign: Sharon L. Hoyt
Date: 5/26/26 Address: 3601 S. Shady Bend Dr. Indep Mo 64052

3. Print: Loy Williams Sign: Loy Williams
Date: 5/26/26 Address: 2738 Glendale Ave. Independence, MO 64052

4. Print: Loy Williams Sign: Loy Williams
Date: _____ Address: _____

5. Print: TERRELL TODDBRIDGE Sign: [signature]
Date: 5-26-26 Address: 109 S ASH AVE. INDEPENDENCE MO 64053

6. Print: Rita K Schowengerdt Sign: [signature]
Date: 5/27/26 Address: 3806 N Delaware Independence, Missouri 64050

7. Print: _____ Sign: _____
Date: _____ Address: _____

8. Print: _____ Sign: _____
Date: _____ Address: _____

9. Print: _____ Sign: _____
Date: _____ Address: _____

10. Print: _____ Sign: _____
Date: _____ Address: _____

109

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 5 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach
Circulator's Street Address: 1110 West Walnut Street
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 26th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-28

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

110

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Laura Hobbs Sign: Laura Hobbs
Date: 5-27-26 Address: 12300 E. 43rd St unit 2, Independence MO 64055

2. Print: Aidyn Krikorian Sign: Aidyn Krikorian
Date: 5/26/26 Address: 834 N Liberty Street, Independence, MO, 64050

3. Print: Jordyn Beaupre Sign: Jordyn Beaupre
Date: 5/26/26 Address: 1526 S Arlington Ave Independence MO, 64053

4. Print: Charlie Drew Sign: Charlie Drew
Date: 5/26/26 Address: 9721 E 13th St Independence MO 64052

5. Print: ~~Austin Green~~ Sign: ~~Austin Green~~
Date: ~~5/26/26~~ Address: 711 Virgia

6. Print: Jennifer Garrison Sign:
Date: 5/26/26 Address: 1073 E 40 Highway Independence MO. 64055

7. Print: KARL STOUFER Sign: Karl Stoufer
Date: 5/26/26 Address: 1512 Dickinson Rd Independence MO 64050

8. Print: DIANA PUES Sign: Diana Pues
Date: 5/26/26 Address: 10812 E. 28th St S. Independence, MO 64052

9. Print: Hannah Lundberg Sign: Hannah Lundberg
Date: 5-26-26 Address: 11317 E 14 St S Independence MO 64052

10. Print: Roy Wilson Sign: Roy Wilson
Date: 5/26/26 Address: 1302 W 26th Independence MO 64052

110

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach
Circulator's Street Address: 1110 West Walnut Street
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 26th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3.12.28

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

111

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Austin Gragg Sign: Austi Gragg
Date: 5/20 Address: 327 E Short Ave Independence, MO

2. Print: Ali Gragg Sign: ali Gragg
Date: 5/20 Address: 327 E Short Ave Independence, MO

3. Print: Jennifer Nichols Sign: [illegible]
Date: 5/20 Address: 416 S. Kentucky Ave Indepe MO 64053

4. Print: Pecoda Hoover Sign: Pecoda Hoover
Date: 5/20 Address: 18908 E Holke Rd Independence, MO 64057

5. Print: _____ Sign: _____
Date: _____ Address: _____

6. Print: _____ Sign: _____
Date: _____ Address: _____

7. Print: _____ Sign: _____
Date: _____ Address: _____

8. Print: _____ Sign: _____
Date: _____ Address: _____

9. Print: _____ Sign: _____
Date: _____ Address: _____

10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 3 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 20th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

~~106~~ 111

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Sarah Wimberley Sign: Sarah Wimberley
Date: 5/25 Address: 615 N. Union St, Independence, MO 64050
2. Print: Misty Vaughn Sign: Misty Vaughn
Date: 5/26 Address: 823 N Liberty St. Independence, MO 64050
3. Print: Coabell Roberts Sign: Coabell Roberts
Date: 5/26 Address: 549 S. Ash Ave Indep. mo. 64053
4. Print: Christine Wise Sign: Christine Wise
Date: 5/26 Address: 106 S. Huttig Ave. Independence MO 64053
5. Print: Emma Carter Sign:
Date: 5/26 Address: 112 S Huttig ave, Indep. mo 64053
6. Print: Mary Carter Sign:
Date: 5/26 Address: 112 S Huttig ave indep. mo 64053
7. Print: Bill Hanes Sign: Bill Hanes
Date: 5-26 Address: 116 S. Huttig Indep. Mo. 64053
8. Print: Erik Laird Sign:
Date: 5-26-26 Address: 321 W South ave #9 Independence mo 64050
9. Print: JASON Pearson Sign: Jason Pearson
Date: 5/26/26 Address: 520 W. Lexington AVE, Indep, Mo 64050
10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, McKenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: McKenna Cobb
Circulator's Street Address: 711 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 26th day of May, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

INDEPENDENCE
* MISSOURI *
A GREAT AMERICAN STORY

June 10, 2026

HAND DELIVERED

McKenna Ford Cobb

Re: Recall Petition for Councilmember John Perkins

Dear Ms. Cobb:

Attached is a copy of the verified signatures along with the certification letter from the Jackson County Election Board. I will notify the City Council of the results at the next regular meeting.

Sincerely,

Susanne Holland

Susanne Holland
City Clerk
20201 E. Jackson Drive
Independence, MO 64057
(816) 325-7017
sholland@indepmo.org

JACKSON COUNTY ELECTION BOARD

MICHAEL K. WHITEHEAD, CHAIRMAN * HENRY R. CARNER, SECRETARY * COLLEEN M. SCOTT, MEMBER * LYLE K. QUERRY, MEMBER
TAMMY L. BROWN, DIRECTOR * SARA A. ZORICH, DIRECTOR
215 N. LIBERTY ST * PO BOX 296, INDEPENDENCE, MO 64051
816-325-4600 * FAX 816-325-4609 * jcebmo.org

June 9, 2026

Ms. Susanne Holland
City of Independence
111 E. Maple Ave.
Independence, MO 64050

Dear Ms. Holland:

The Jackson County Board of Election Commissioners has checked the recall petition containing 190 pages and found at least 1,214 (one thousand two hundred fourteen) registered qualified voters signed the petition. Enclosed is the report.

If you have any questions, please contact our office.

Sincerely,

Tammy L. Brown
Director

Sara A. Zorich
Director

CYIN Recall John Perkins 2026 - CYIN Recall John Perkins 2026

Date: 06/09/2026
Report No.: PM-007

Jackson County

INDEPENDENCE COUNCIL DISTRICT 1

	Total
1. Number of signatures found valid as "R"	1189
2. Number of signatures found valid as "RDA"	25
3. Total Number of Valid Signatures (add 1 and 2)	**1214**
4. Number of signatures found invalid as "NR"	201
5. Number of signatures found invalid as "WA"	0
6. Number of signatures found invalid as "WS"	28
7. Total Number of Invalid Signatures (add 4, 5 and 6)	**229**
8. Total number of duplicate signatures	13
9. Total Number of Signatures Checked (add 3, 7 and 8)	**1456**

Tammy R Brown Tara N Gerke

Signature of County Clerk or Elections official

6-9-2026

Date

Section 116.130.4, RSMo.
Petition Summary Results Verification

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: LeAnn Hicks Sign: LeAnn Hicks
Date: 6/4/26 Address: 2003 S. Vermont Ave Independence Missouri, 64052

R 2. Print: Robert Johnson Sign: Robert Johnson
Date: 6/4/26 Address: 2003 S. Vermont Ave. Independence, MO 64052

R 3. Print: Lionel Robinson Jr Sign: Lionel Robinson Jr
Date: 6-4-26 Address: 518 N Hocker Ave 64050 Independence Mo

R 4. Print: Lionel Robinson Sr Sign: Lionel R Robinson Sr
Date: 6-4 Address: 635 N. Hocker Ave Independent Mo.

R 5. Print: Richanda Robinson Sign: Richanda Robinson
Date: 6-4 Address: 1035 N. Hocker Ave Independence, MO 64050

IR 6. Print: Douglas Harold Sign: Douglas Harold
Date: 6-7 Address: 1430 S Haden ct Indep. Mo. 64050

7. Print: _____ Sign: _____
Date: _____ Address: _____

8. Print: _____ Sign: _____
Date: _____ Address: _____

9. Print: _____ Sign: _____
Date: _____ Address: _____

10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Erica Robinson, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 6 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Erica Robinson (1)
Circulator's Street Address: 518 N. Hocker Ave.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
7 day of June, 2026.
Signature of notary: _____
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

114

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: FRANK MACON Sign: Frank Macon
Date: 5/29 Address: 108 N Glenwood Ave Independence MO 64053
2. Print: Catherine MACON Sign: Catherine Macon
R Date: 5/29 Address: 108 N Glenwood Ave Independence MO. 64053
3. Print: Micajah Carson Sign:
Date: 6/3/26 Address: 131 W High St PO Box 1409 Jefferson City
4. Print: Sign:
Date: Address:
5. Print: Sign:
Date: Address:
6. Print: Sign:
Date: Address:
7. Print: Sign:
Date: Address:
8. Print: Sign:
Date: Address:
9. Print: Sign:
Date: Address:
10. Print: Sign:
Date: Address:

CIRCULATOR'S AFFIDAVIT: I, CAROL PETRINI, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 2 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(2)

Circulator's Signature: Carol Petrini
Circulator's Street Address: 730 N MAIN
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: TOETU TALI Sign: [signature]
Date: 06/02/26 Address: 3403 N. Pleasant St. 64050

DD 2. Print: Vaisaulu Kay Sign: [signature]
Date: 06/03/26 Address: 1508 N River Blvd Indep, MO 64050

DD 3. Print: Alofaiga Kay Sign: [signature]
Date: 06/03/26 Address: 1508 N River Blvd, Independence, MO 64050

R 4. Print: Eleanor Tali Sign: [signature]
Date: 6-5-26 Address: 1713 N. Kiger Rd. Indep. MO 64050

R 5. Print: SALATAIMA IOSUA Sign: [signature]
Date: 6/5/26 Address: 1713 N KIGER RD, INDEP MO 64050

R 6. Print: OLIVIA IOSUA Sign: [signature]
Date: 6/5/26 Address: 1713 N. KIGER RD INDEP, MO 64050

DD 7. Print: Harry Schumann Sign: [signature]
Date: 6/6/26 Address: 12720 E Silver Ln Independence MO 64050

DD 8. Print 6/6/26 April Schumann Sign: [signature]
Date: 6/6/26 Address: 12720 E Silver Ln Independence, MO 64050

R 9. Print: James H VanArtsdalen Sign: [signature]
Date: 6/06/26 Address: 410 N Pleasant Street Independence, MO. 64050

DD 10. Print: Lillian Capp Sign: [signature]
Date: 6/7/26 Address: 15500 E. TC Leard. Indep. MO. 64050

CIRCULATOR'S AFFIDAVIT: I, FALEPULE TALI, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: [signature]
Circulator's Street Address: 3403 N. PLEASANT ST.
Circulator's City, State and Zip Code: INDEPENDENCE, MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/28/2027

(3)

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Pamela L. Higgins Sign: [signature]
Date: June 7, 2026 Address: 513 Larry Circle Independence MO 64050

2. Print: Adam Cook Sign: [signature]
Date: 6/7/26 Address: 15500 East T.C. Lea Rd. 64050

3. Print: Kelly Higgins Sign: [signature]
Date: 6/7/26 Address: 513 Larry Cir. Independence MO 64050

4. Print: Ruth Jones Sign: [signature]
Date: 6/7/26 Address: 1004 N Doris Independence MO 64050

5. Print: Heather Rosenbaum Sign: [signature]
Date: 6/7/26 Address: 909 W Waldo Av Independence, MO 64050

6. Print: Spencer Rosenbaum Sign: [signature]
Date: 6/7/26 Address: 909 W Waldo Ave Independence, MO 64050

7. Print: _____ Sign: _____
Date: _____ Address: _____

8. Print: _____ Sign: _____
Date: _____ Address: _____

9. Print: _____ Sign: _____
Date: _____ Address: _____

10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, FALEPULE TALI, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 6 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: [signature]
Circulator's Street Address: 3403 N. PLEASANT ST
Circulator's City, State and Zip Code: INDEPENDENCE, MO 64050
Subscribed and sworn to before me, JONATHAN LOTZ
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

(4)

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Theresa J. Sedosivan Sign: Theresa J Sedosivan
Date: 6/6/2026 Address: 1152 NE Woodland Shores Circle Lees Su
2. Print: JULIE J. NELSON Sign: Julie J Nelson
Date: 6/6/26 Address: 11531 E. 19th St. Indep MO. 64052
3. Print: Kristy Shields Sign: Kristy Shields
Date: 6/6/26 Address: 1425 S Osage St Independence MO 64055
4. Print: KAITLEN BESSE Sign: KAITLEN BESSE
Date: 6/6/26 Address: 3506 N Mccoy ST INDEP MO 64050
5. Print: Selena Fierro-Chavez Sign: Selena Fierro-Chavez
Date: 6/6/26 Address: 130 E Elm St, Independence, MO 64050
6. Print: Karen Whetstone Sign: Karen Whetstone
Date: 6/6/26 Address: 15401 E. Mayes Rd. Indep, MO 64050
7. Print: Rick L. Whetstone Sign: Rick L. Whetstone
Date: 6/6/26 Address: 15401 E Mayes Rd Independence 64050
8. Print: Tammy Barr Sign: Tammy Barr
Date: 6/6/26 Address: 15611 E 3rd St. Crt S Independence MO 64050
9. Print: Larry Barr Sign: Larry Barr
Date: 6/6/26 Address: 15611 E. 3rd St. Crt S Independence MO 64050
10. Print: Christy Phillips Sign: Christy L. Phillips
Date: 6/6/26 Address: 914 S. Logan Ave Independence, MO 64050

CIRCULATOR'S AFFIDAVIT: I, Helena Alsup, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Helena Alsup (5)
Circulator's Street Address: 606 E College STR
Circulator's City, State and Zip Code: Indep. MO. 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
4 day of June, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855024
My Commission Expires Jun 23, 2027

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Linda Reed Sign: Linda Reed
Date: 6/6/26 Address: 18607 E 18th Ter N, Indep MO 64058

2. Print: Myra Joseph Sign: Myra Jo
Date: 6/6/26 Address: 16504 E 52nd Ter Ct S - Indep, Mo 64055

3. Print: Denise Barnes Sign: Denise Barnes
Date: 6/6/26 Address: 3312 Tepee Ct Independence MO 64057

4. Print: Martha Ryan Sign: Martha Ryan
Date: 6/6/26 Address: 21701 E 4th St S, Independence, MO 64056

5. Print: Melody Rust Sign: Melody Rust
Date: 6-6-26 Address: 17915 Essex Court Indep. Mo. 64057

6. Print: Alex Haines Sign: Alex Haines
Date: 6/6 Address: 2531 S Ellison Way, Independence, MO 64055

7. Print: Janice L Gill Sign: Janice L Gill
Date: 6/6/26 Address: 4932 Milton Ct Independence Mo 64055

8. Print: Linda Benner Sign: Linda Benner
Date: 6/6/26 Address: 17305 Cheyenne Dr. Indep.

9. Print: Dan Couch Sign: Dan Couch
Date: 6-6-26 Address: 612 Lakeview Indep MO 64050

10. Print: Norvin Johnson Jr Sign: Norvin Johnson Jr.
Date: 6-7-26 Address: 1211 W Cottage Indep Mo 64050

CIRCULATOR'S AFFIDAVIT: I, Helena Alsup the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Helena Alsup (6)
Circulator's Street Address: 1006 E College Stp.
Circulator's City, State and Zip Code: Indep. MO. 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

119

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: David Ballard Sign: David Ballard
Date: 6-7-26 Address: 1211 N. Cottage St Independence, MO 64050

2. Print: Shelley R. Johnson Sign: Shelley R. Johnson
Date: 6-7-26 Address: 1211 N Cottage Indep MO 64052

3. Print: Myrnona Johnson Sign: Myrnona Johnson
Date: 6-7-26 Address: 1211 North Cottage Street Indep. MO 64052

4. Print: Lorie Griffitt Sign: Lorie Griffitt
Date: 6-7-26 Address: 717 N. Jennings Indep. Mo. 64056

5. Print: Sunny Griffitt Sign: Sunny
Date: 6-7-26 Address: 717 N. Jennings Indep. MO. 64056

6. Print: _____ Sign: _____
Date: _____ Address: _____

7. Print: _____ Sign: _____
Date: _____ Address: _____

8. Print: _____ Sign: _____
Date: _____ Address: _____

9. Print: _____ Sign: _____
Date: _____ Address: _____

10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Helena Alsup, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 5 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition. (7)

Circulator's Signature: Helena Alsup
Circulator's Street Address: 1006 E College St
Circulator's City, State and Zip Code: Indep. Mo. 64050
Subscribed and sworn to before me, Jonathan Lott
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary: _____
My Commission Expires: 6/28/2027

JONATHAN LOTT
Notary Public – Notary Seal
Jackson County – State of Missouri
Commission Number 19855034
My Commission Expires Jun 28, 2027

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Emma Willar Sign: Emma Willar
Date: 6-3-26 Address: 1340 Baker Dr Independence MO 64050
2. Print: David Minton Sign: David Minton
Date: 6-3-26 Address: 1340 Baker Dr Independence, MO 64050
3. Print: _____ Sign: _____
Date: _____ Address: _____
4. Print: _____ Sign: _____
Date: _____ Address: _____
5. Print: _____ Sign: _____
Date: _____ Address: _____
6. Print: _____ Sign: _____
Date: _____ Address: _____
7. Print: _____ Sign: _____
Date: _____ Address: _____
8. Print: _____ Sign: _____
Date: _____ Address: _____
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Molly Gallegos, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 2 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Molly Gallegos (8)
Circulator's Street Address: 609 N. Main St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Brandy McCowan Sign: [signature]
Date: 6/6/26 Address: 600 N. Crysler Ave. Independence MO, 64050

NR 2. Print: Glenn Thomas Sign: Glenn Thomas
Date: 6-6-26 Address: 427 E Elm St Independence Mo 64050

R 3. Print: Patty L Simmons Sign: Patty L. Simmons
Date: 6-6-26 Address: 408 E. Elm INDEP MO 64050

VR 4. Print: Willie Robinson Sign: Willie Robinson
Date: 6/6/26 Address: 404 East Elm St Indep

R 5. Print: David L. Petts Sign: David L Petts
Date: 6-6-26 Address: 315 E Elm st. Indep Mo 64050

R 6. Print: Lora Winkel Sign: [signature]
Date: 6-6-26 Address: 231 E Elm St Independence MO

R 7. Print: [illegible] Sign: [signature]
Date: 6-26 Address: 428 E Short Ave

R 8. Print: Nicholas Padilla Sign: Nicholas Padilla
Date: 6-6-26 Address: 415 E Short Ave Indep. MO 64050

R 9. Print: Luis Román Sign: [signature]
Date: 06-06-26 Address: 410 east short Ave - independence MO. 64050

DNR 10. Print: Timothy Kyle Sign: Timothy Kyle
Date: 6/6/26 Address: 313 Short Ave

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(9)

Circulator's Signature: [signature]
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 11th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

122

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Charles L WOOLERY Sign: Charles L Woolery
Date: 6-1-26 Address: 1832 S VASSAR AVE INDEP MO 64052

R 2. Print: Faye Martin Sign: Faye Martin
Date: 6/1/26 Address: 1902 S. Norton Ave.

R 3. Print: Miriam GREEFAL Sign:
Date: 6/1/26 Address: 1920 S. Norton Ave

NP 4. Print: Cass Tomlinson Sign: Cass Tomlinson
Date: 6/1/26 Address: 1926 S Norton Ave Ind MO 64052

R 5. Print: Dwayne Willey Sign:
Date: 6/1 Address: 1917 S Norton Ave

R 6. Print: Marjorie miller Sign: M Miller
Date: 6-1 Address: 1917 S Norton Ave Ind MO 64052

R 7. Print: Shelby Larson Sign: Shelby
Date: 6/1 Address: 806 S Forest Ave Ind MO 64050

R 8. Print: Michael Holst Sign:
Date: 6/1 Address: 806 S Forest Ave Ind MO 64052

R 9. Print: DARLENE PETERSON Sign: Darlene Peterson
Date: 6/1/26 Address: 1640 PROCTER PL INDEP MO 64052

R 10. Print: BRADY DOUGLAS CRAMER Sign:
Date: 01JUN2026 Address: 322 EAST COLLEGE INDEPENDENCE MO 64050

CIRCULATOR'S AFFIDAVIT: I, McKenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(10)

Circulator's Signature: McKenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Deana Gardner Sign: Deana Gardner
Date: 5/28/2026 Address: 205 N. Cedar Ave. Independence MO 64053

R 2. Print: NANCY STOREY Sign: Nancy Storey
Date: 5/28/26 Address: 140 No. Cedar Ave Indep Mo 64053

R 3. Print: Joanne Oyler Sign: Joanne Oyler
Date: 5/28/26 Address: 141 N. Cedar Indep Mo 64053

R 4. Print: Destiney Rice Sign: Destiney Rice
Date: 5/28/26 Address: 129 N. Cedar Ave. Independence, MO. 64053

R 5. Print: TERESA A ADKINS Sign: Teresa A Adkins
Date: 5/28/2026 Address: 10009 E Kentucky Road Indep. MO 64053

~~6. Print: 143 N BROOKSIDE AVE~~ Sign: ~~Melissa Hass~~
~~Date: 5/28/26 Address: 143 N BROOKSI~~

R 7. Print: Marissa Hass Sign: Marissa Hass
Date: 5/28/26 Address: 143 N Brookside Ave Indep MO 64053

R 8. Print: Nick Meyer Sign: Nick Meyer
Date: 5/28/26 Address: 143 N Brookside Ave Indep MO 64053

R 9. Print: Russell Poste Sign: Russell Poste
Date: 5/29/26 Address: 116 N Glenwood Ave Independence Mo 64053

~~10. Print: [illegible]~~ Sign: [illegible]
Date: _____ Address: 118 N

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 8 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(11)

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Daniel Marriott Sign: Daniel Marriott
Date: 6-7-26 Address: 814 N. Cottage St. Indep. Mo. 64050

R 2. Print: Hannah Cooper Sign: Hannah Cooper
Date: 6/7/26 Address: 810 N Cottage Ave Independence MO 64050

R 3. Print: TRISTAN WALL Sign: Tristan Wall
Date: 6/7/26 Address: 810 N COTTAGE AVE, INDEPENDENCE MO 64050

NR 4. Print: Heather Marie L Ferguson Potter Sign:
Date: 06/07/26 Address: 2227 S. Evanston Ave Independence MO 64052

NR 5. Print: Anthony Bryant Sign: Anthony Bryant
Date: 6-7-26 Address: 2227 S Evanston ave Independence MO 64052

R 6. Print: 6-7-26 akachel Sign: akachel
Date: 6/7 Address: 2225 S OVERTON AVE

R 7. Print: Samantha Myers Sign: Samantha Myers
Date: 06/07 Address: 9410 E 22nd st S. Indep MO 64052,

NR 8. Print: JOHN WRIGHT Sign: John Wright
Date: 6-7-26 Address: 2213 HAWTHORNE Indep MO. 64052

R 9. Print: Kimberly Carter Sign: Kimberly Carter
Date: 6-7-26 Address: 9836 E 23rd St S Independence, MO 64052

R 10. Print: Karen D. Cole Sign: Karen D. Cole
Date: 6/7/26 Address: 10000 E. 22nd St S, Indep MO 64052

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb (12)
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

125

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

NR 1. Print: [illegible] Sign: [signature]
Date: 6/7/26 Address: 1206 W White Oak St Indep. Mo 64050

NR 2. Print: Angie Ramirez Sign: Angie Ramirez
Date: 6/7/2026 Address: 1119 W. White Oak St Independence MO. 64050

R 3. Print: Christian A. Morrison Sign: Christian A Morrison
Date: 6/7/26 Address: 1117 W. White Oak St. Independence MO. 64050

NR 4. Print: Jennifer Gulding Sign: [signature]
Date: 6/7/26 Address: 403 Grand Ave Independence, mo 64050

R 5. Print: Jordan Drake Sign: [signature]
Date: 6/7/26 Address: 1011 W White Oak St Independence MO 64050

R 6. Print: Matt Drake Sign: [signature]
Date: 6/7/26 Address: 1011 W White Oak St Independence MO 64050

R 7. Print: LILIA STAPLETON Sign: LILIA STAPLETON
Date: 6/7/26 Address: 429 N. EUBANK AVE, INDEP, MO 64050

R 8. Print: Lilia Stapleton Sign: [signature]
Date: 6-7-26 Address: 429 N Eubank Ave

NR 9. Print: Renee Foland Sign: Renee Foland
Date: 6/7/26 Address: 423 N. Eubank Ave Indep MO 64050

R 10. Print: ALEXIS CONSTANTINE Sign: Alexis Constantine
Date: 6/7/26 Address: 814 N. Cottage St, Indep, Mo. 64050

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition. (13)

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

124

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Lacy Autry Sign: Lacy Autry
Date: 6-6-26 Address: 1025 E Smith Ave

MP 2. Print: Richard Jones Sign: Richard Jones
Date: 6/6/26 Address: 808 W. White Oak

R 3. Print: Melanie B Green Sign: Melanie B. Green
Date: 6-6-26 Address: 900W. White Oak St. Indep. Mo 64050

R 4. Print: DORIS J BAKER Sign: Doris J Baker
Date: 6-6-26 Address: 821 W. White Oak, Indep. Mo 64050

R 5. Print: Karen Baker Sign: Karen Baker
Date: 6-6-2026 Address: 824 W. White Oak St 64050

R 6. Print: THERESA DORSÉ Sign: Theresa Dorse
Date: 6-6-26 Address: 2314 N LIBERTY INDEP. Mo 64050

R 7. Print: HELEN CUNNINGHAM Sign: Helen Cunningham
Date: 6/7/26 Address: 426 N. Wells Ave

R 8. Print: Nene E McDowell Sign: Nene E McDowell
Date: 6-7-26 Address: 411 N Willis Ave Independence MO 64050

R 9. Print: Sean V. Sica Sign: SVS
Date: 06JUN26 Address: 305 N. River Blvd. Independence, MO 64050

R 10. Print: GEORGE D DURST Sign: George D Durst
Date: 6-7-26 Address: 402 N. RIVER BLVD INDEP, MO 64050

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(14)

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Chrysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

127

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Autumn Clark Sign: Autumn Clark
Date: 6/6/26 Address: 316 E Short ave Indep MO 64050
2. Print: Kaiden Ankoviak Sign: [illegible]
Date: 6/6/26 Address: 229 E Short rd
3. Print: Jalene Ankoviak Sign: Jalene Ankoviak
Date: 6/6/26 Address: 229 E Short ave.
4. Print: James P Hobbs Sign: James P Hobbs
Date: 6/6/26 Address: 218 E Short Ave Independence MO 64050
5. Print: Colette Pennay Sign: Colette Pennay
Date: 6/6/26 Address: 414 E. Kansas ave Indep. MO 64050
6. Print: Brian Pennay Sign: Brian Pennay
Date: 6/6/26 Address: 414 E. Kansas Ave. Indep. MO 64050
7. Print: Suzanne Murry Sign: Suzanne Murry
Date: 6/6/26 Address: 406 E Kansas Ave Indep MO 64050
8. Print: Troy Arnold Sign: Troy Arnold
Date: 6/6/26 Address: 308 East Kansas, Indep. MO 64050
9. Print: Loyd Arnold Sign: Loyd Arnold
Date: 6/6/26 Address: 308 East Kansas Ave, Indep. MO 64050
10. Print: Sean McWilliams Sign: [illegible]
Date: 6/6/26 Address: 315 E Kansas Ave Indep MO 64050

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(15)

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires 3.12.2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

128

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

NR 1. Print: Shawn Roenke Sign: Shawn Roenke
Date: 6/3/26 Address: 1612 W. College St. Indep, Mo 64050

R 2. Print: DONNA O'DELL Sign: Donna O'Dell
Date: 6/3/26 Address: 1415 W. COLLEGE St.

DD 3. Print: Jim Stewart Sign:
Date: 6 3 26 Address: 15715 E Independence MO 64050

R 4. Print: Charles R. Crain Sign: Charles R. Crain
Date 6-3-26 Address: 11611 E 9th St S Indep MO 64054

R 5. Print: Adam Dickerson Sign:
Date: 6/4/26 Address: 11715 E 7th St S 64050

R 6. Print: Roosevelt Davis II Sign:
Date: 6-4-26 Address: 901 N. Forest Ave

DD 7. Print: DAVID A MILLER Sign:
Date: 6/4/26 Address: 715 S. VASSAR AVE. RAYMORE MO

R 8. Print: Scarlette Willow Scarlette Sign:
Date: 6/4/26 Address: 11600 E 8th Terrace S Independence MO 64054

R 9. Print: Evelyn Calandrino Sign: Evelyn Calandrino
Date: 6/4/26 Address: 11600 E 8th Terrace S, Independence MO 64054

R 10. Print: Greysen Carlson Sign:
Date: 6/4/26 Address: 816 S. Scott Ave, Independence, MO 64054

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(16)

Circulator's Signature:
Circulator's Street Address: 714 N Chrysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 7th day of June 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

129

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: William J. Embree Sign: William J. Embree
Date: 6-4-26 Address: 11504 E 6th Terr S.

D 2. Print: Ashley Smith Sign: Ashley Smith
Date: 6-4 Address: 11600 E 6th Ter S Indep, Mo 64054

NR 3. Print: Jackie Mariano Sign: [illegible]
Date: 06-04-26 Address: 2421 S. South Sterling ave 64052 Independence mo

R 4. Print: MARTINE. JORGENSEN Sign: Martine E. Jorgensen
Date: 6-4-26 Address: 601 S VASSAR AVE INDEP. MO 64054

R 5. Print: Patricia A. Jorgensen Sign: Patricia A. Jorgensen
Date: 6-4-26 Address: 601 S. Vassar Ave Indep. MO. 64054

R 6. Print: Jennifer Grimm Sign: [illegible]
Date: 6-4 Address: 620 S. Vassar Ave Indep. Mo. 64054

R 7. Print: Sarah Jenkins Sign: Sarah Jenkins
Date: 6-4-26 Address: 11215 E 9th St S, Independence, MO 64054

R 8. Print: Tyler Dyche Sign: Tyler Dyche
Date: 6-4-26 Address: 107 N Nutbig ave

R 9. Print: NANCY J. McKINNEY Sign: Nancy J McKinney
Date: 6-5-26 Address: 2801 N. Union Indep. MO. 64050

R 10. Print: Scott Martinez Sign: [illegible]
Date: 6.5.26 Address: 705 S. Vassar Ave, Independence 64054

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(17)

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 Norysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Marlene Kay Haley a Notary Public, for the State of Missouri, County of Jackson this 24th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

130

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: CLAYTON ROBERTS Sign: Clayton Roberts
Date: 5-30-26 Address: 549 S ASH INDEP MO 64053

2. Print: Vincent Duncan II Sign: Vincent Duncan II
Date: 5-31-26 Address: 508 S Hardy Independence MO 64053

R 3. Print: Connie Ripa Sign: Connie Ripa
Date: 5/31 Address: 507 S Hardy Ave Independence, MO

R 4. Print: Keri Fellers Sign: Keri Fellers
Date: 5/31 Address: 536 S Hardy ave Indep. Mo. 64053

R 5. Print: Andrew Gutierrez Sign:
Date: 5/31 Address: 110 S Hardy cir. 64053 MO

R 6. Print: Laura Gray Sign: Laura Gray
Date: 5/31 Address: 117 S. Hardy Ave Indep MO 64053

R 7. Print: JUAN MORETT REYNAGA Sign:
Date: 5/31/2026 Address: 217 S Hardy Ave Independence MO 64053

R 8. Print: James Groves Sign:
Date: 5-31-26 Address: 214 S. Hardy Ave Indep. MO. 64053

R 9. Print: Herbert Matthews Sign:
Date: 5/31/26 Address: 226 S. Hardy Independence, MO 64053

R 10. Print: JENN WILLIAMS Sign:
Date: 5/31/26 Address: 720 N HARDY AVE

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition. (18)

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 14th day of June 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

131

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Christian Ethington Sign: Christ Ethington
Date: 5/29/26 Address: 118 N Crescent Ave. Independence MO 64053

R 2. Print: Robert Blackburn Sign: R Blackburn
Date: 5/29/26 Address: 9501 E Kentucky Rd Independence, MO 64053

NR 3. Print: Cassandra Ervin Sign: Cassandra Ervin
Date: 5/29/26 Address: 110 N Arlington Ave Independence MO 64053

R 4. Print: Anthony Bush Sign: Anthony Bush
Date: 5/29 Address: 206 N Arlington Ave Independence, MO 64053

R 5. Print: Briana Paxton Sign: Briana Paxton
Date: 5-29-26 Address: 108 S Overton Ave Independence, MO 64053

R 6. Print: Matt Paxton Sign: Matt Paxton
Date: 5-29-2026 Address: 108 S. Overton Ave. Independence, MO 64053

R 7. Print: Joanna Hollis Sign: Jo Hollis
Date: 5/29/26 Address: 115 S. Hawthorne Ave Indp. Mo. 64053

R 8. Print: Michael Fletcher Sign: Michael Fletcher
Date: 5/29/26 Address: 1125 Hawthorne Ave Independence, MO 64053

R 9. Print: Sharon Fletcher Sign: Sharon Fletcher
Date: 5/29/26 Address: 1125 Hawthorne Ave Independence, MO 64053

R 10. Print: Richard R Turner Sign: Richard R Turner
Date: 5/30/26 Address: 1417 W. College St Independence MO 64050

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(19)

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 114 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3.12.2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

132

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Chelsea Nowaczyk Sign: [signature]
Date: 5/31/26 Address: 220 N. Hardy Ave. Independence, MO 64053

2. Print: LARRY WEBER Sign: Larry Weber
Date: 5/31 Address: 215 N Hardy Independence

3. Print: Mathews Flores Sign: [signature]
Date: 05-31-26 Address: 218 N Hardy Ave Independence

4. Print: Sherri Morrison Sign: Sherri Morrison
Date: 5/31/2026 Address: 206 N Hardy Ave Independence, MO 64053

5. Print: Lucinda Lovell Sign: Lucinda Lovell
Date: 5/31/26 Address: 137 N. Hardy Ave Indep. MO 64053

6. Print: Carmen Adler Sign: Carmen Adler
Date: 5/31 Address: 131 N. Hardy Ave Independence MO 64053

7. Print: Allison Enns Sign: [signature]
Date: 5/31 Address: 123 N Hardy Ave Independence MO 64053

8. Print: Aaron Dueker Sign: [signature]
Date: 5/31 Address: 326 N Ash Ave Independence MO 64053

9. Print: Ashleigh Ball Sign: Ashleigh Ball
Date: 5/31 Address: 326 N Ash Ave Independence, MO 64053

10. Print: Brian Flemins Sign: [signature]
Date: 5-31-26 Address: 207 N Ash Ave 64053

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(20)

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 114 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

133

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: James P. Jenkins Sign: James P Jenkins
Date: 6/2 Address: 119 N HAWTHORNE Ave, Independence, Mo 64053
2. Print: Cleo Custis Sign: cleo m custis
Date: 6-2-26 Address: 110 N. Hawthorne AVE / Indep. Mo 64053
3. Print: Mildred Custis Sign: mildred custis
Date 6-2-26 Address: 110 N. Hawthorne AVE / Indep. Mo. 64053
4. Print: Bruce Ramsey Sign: Bruce Ramsey
Date: 06-02-26 Address: 4903 Scarriff Ave. Indep. Mo. 64052
5. Print: Tyler Brennan Sign:
Date: 6/2/2026 Address: 1700 S. Arlington Ave Independence, Mo 64052
6. Print: Mary Dunkin Sign: Mary Dunkin
Date: 6/2/26 Address: 1819 S. Arlington Ave
7. Print: NANCY MACKEY Sign: Nancy Mackey
Date: 6-2-26 Address: 1819S Arlington Ave Indep Mo 64052
8. Print: James Young Sign: James Young
Date: 6-2-26 Address: 1810 S Arlington Ave Indep. MO. 64052
9. Print: Edna M. Santiago Sign: Edna M. Santiago
Date: JUN 2 Address: 1607 S. Arlington Indep. Mo 64052
10. Print: Brandon Shoop Sign: Brandon Shoop
Date: 6-2-26 Address: 1701 S. Crestmont Avenue

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(21)

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3.12.2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

134

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Joseph H. Forester Sign: [signature]
Date: 5/31/26 Address: 550 Broadside Ave. Ind. 64053

2. Print: Patricia McClain Sign: Patricia McClain
Date: 5/31/26 Address: 527 S Dibler Ave Independence, MO 64053

3. Print: Michael Bishop Sign: Michael Bishop
Date: 5/31/26 Address: 515 S. Dibler Ave Indep MO 64053

4. Print: Victoria Malaga Sign: [signature]
Date: 5/31/26 Address: 1330 S Arlington Apt B Independence MO 64052

5. Print: Rebecca Russell Sign: Rebecca Russell
Date: 5/31/26 Address: 9515 E 14th S. Indep. Mo. 64052

6. Print: Michael Reynolds Sign: Michael Reynolds
Date: 5/31/26 Address: 9947 E. Winner Rd Independence MO

7. Print: Jeannie Turner Sign: 118 E Short Ave Independence MO 64050
Date: 6/1/26 Address: 11

8. Print: Jeannie Turner Sign: [signature]
Date: 6/1/26 Address: 118 E Short Ave Independence MO 64050

9. Print: David Turner Sign: Dave Turner
Date: 6-1-26 Address: 118 E Short Ave Independence MO, 64050

10. Print: Briana Guye Sign: Briana Guye
Date: 6/1/26 Address: 118 e Short ave, Independence mo, 64050

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(22)

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 Norysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 7th day of June 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3.12.2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

135

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Debra L. Turner Sign: Debra L Turner
Date: 5/30/2026 Address: 1417 W. College St, Independence, MO 64050-2351
2. Print: Noah M. Bernard Sign:
Date: 5/30/26 Address: 118 N. Hawthorne Ave Independence, MO 64053
3. Print: Megan Young Sign: Megan Young
Date: 5/30/26 Address: 300 N. Ash Ave Independence MO 64053
4. Print: Mark L. Flemin Sign:
Date: 5-30-2026 Address: 207 N 4th Ave Ind. Mo. 64053
5. Print: Sarah Addison Sign:
Date: 5-30-26 Address: 120 N. Ash Ave Independence, MO 64053
6. Print: James Lyons Sign: James Lyons
Date: 5/30/26 Address: 115 Ash Ave Independence MO
7. Print: Samuel H. Wash Sign: Samuel H Wash
Date: 5.30.26 Address: 108 S Ash Ave. Independence Mo. 64053
8. Print: MATthew PACE Sign: Matthew Pace
Date: 5-30-26 Address: 1411 S. Cedar Independence MO 64052
9. Print: Shane Dowd Sign: Shane A Dowd
Date: 5-30-2026 Address: 519 S. Ash ave,
10. Print: Indep. MO. Sign:
Date: _____ Address:

CIRCULATOR'S AFFIDAVIT: I, McKenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition. (23)

Circulator's Signature: McKenna Cobb
Circulator's Street Address: 714 Norysler Ave
Circulator's City, State and Zip Code: Independence, MO 64055
Subscribed and sworn to before me, Marlene Kay Haley a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

134

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Tanner Foreman Sign: Tanner Foreman
Date: 5/28/26 Address: 1125 Arlington Ave Independence Mo 64053

2. Print: Natalie Garua Sign: Natalie Garua
Date: 5/28/26 Address: 112 s Arlington ave independence MO 64053

3. Print: Emily Allen Sign: Emily Allen
Date: 5/28/26 Address: 114 S. Arlington Ave Independence MO 64053

4. Print: Kimberly Ritchie Sign: K
Date: 5-28-26 Address: 120 S Arlington Ave Indep MO 64053

5. Print: Mikki LaFollette Sign: Mikki LaFollette
Date: 5-28-26 Address: 125 S. Arlington Ave Indep MO 64053

6. Print: Konnishia Jackson Sign: Konnishia Jackson
Date: 5-28-26 Address: 123 S Arlington Independence MO 64053

7. Print: DeMarcus Raney Sign: D. Raney
Date: 5/28 Address: 9600 E Kentucky Rd

8. Print: Regina Collins Sign: Regina Collins
Date: 5/28 Address: 9600 E Kentucky Rd 64053

9. Print: ~~Madison~~ Sign: ~~105 N Arlington Ave~~
Date: ~~5/28~~ Address:

10. Print: Aidan Morgan Sign: Aidan Morgan
Date: 5/28 Address: 109 N Arlington Ave 64053

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition. (24)

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 14th day of March, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3.12.2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

137

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Asael Rodriguez Sign:
Date: 6/7 Address: 2212 S Home Ave
2. Print: Halie Hahn Sign:
Date: 6/7 Address: 2228 S Home Ave Independence, MO 64052
3. Print: James Grimes Sign:
Date: 6-7 Address: 2225 S. Home Indep Mo 64052
4. Print: Heather Vaughn Sign:
Date: 6/7/26 Address: 2225 S Home Ave Independence Mo 64052
5. Print: Pablo Arellano Sign:
Date: 6/7/26 Address: 2219 S Hall St Independence MO 64052
6. Print: Summer Williams Sign:
Date: 6/7/26 Address: 2217 S Hall Rd
7. Print: Evelyn Miller Sign:
Date: 6/7/26 Address: 2217 S Hall Rd
8. Print: Nicole Johnson Sign:
Date: 6/7/26 Address: 2212 S. Hall Road 64052
9. Print: SAMIR S NIYAZI Sign:
Date: 6/6/26 Address: 10022 E 22ND S Indep MO 64052-1609
10. Print: Sign:
Date: Address:

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026
Signature of notary: Marlene Kay Haley
My Commission Expires: 3.12.2028

25

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

138

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Peggy Cunningham Sign: Peggy Cunningham
Date: 6/2/26 Address: 811 S. Park Ave 64052

2. Print: Judy Sanders Sign: Judy Sanders
Date: 6/2/26 Address: 600 N Spring St #821 Indep. MO. 64050

3. Print: Kimberly Rivera Sign:
Date: 6/3/26 Address: 712 N. Crysler Ave. Independence MO 64050

4. Print: Ryan Wilson Sign: Ryan Wilson
Date: 6/3/26 Address: 1515 W college terr Independence MO 64050

5. Print: Shae Willis Sign:
Date: 06-03-26 Address: 1427 W Waldo ave

6. Print: Timothy D Yost Sign:
Date: 6-3-26 Address: 1204 W. Waldo Ave Independence, MO 64050

7. Print: REBECCA J DYER Sign: Rebecca J Dyer
Date: JUNE 3 Address: 1204 W WALDO INDEP MO 64050-2542

8. Print: Michael Beebe Sign:
Date: 4 June 26 Address: 726 N. Cottage St. Independence MO 64050

9. Print: Shelby Brown Sign:
Date: 6/3/26 Address: 722 N Cottage St.

10. Print: Ian Burlingame Sign:
Date: 6/3/26 Address: 722 N Cottage

CIRCULATOR'S AFFIDAVIT: I, Mckenna Cobb, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(26)

Circulator's Signature: Mckenna Cobb
Circulator's Street Address: 714 N Crysler Ave
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley a Notary Public, for the State of Missouri, County of Jackson this 4th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3.12.2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: William E Golden Sign: William E Golden
Date: 6/3/26 Address: 1224 S. WAUBESA, Ind. MO. ~~64052~~ 64052

2. Print: Austin Jack Sign: Austin Jack
Date: 6/3/26 Address: 1016 S Liberty St. Independence MO 64050

3. Print: Cody Griffin Sign: Cody Griffin
Date: 6-4-26 Address: 17600 E 19th St Ct S. Independence MO 64057

4. Print: ~~Timothy~~ Brenning Tim Brenning Sign: Tim Brenning
Date: 6/5/26 Address: 1827 Sovereign Ave Independence Mo 64052

5. Print: Christine Bowers Sign:
Date: 6/5/26 Address: 1414 S Hardesty Ave Indep 64052

6. Print: Vondell Smith Sign: Vondell Smith
Date: 6/5/26 Address: 16804 E. 41st Terr. Ct. Indp. MO. 64055-6801

7. Print: Angela Mayo Sign: Angela Mayo
Date: 6-5-26 Address: 2126 E Sea. Ave Independence MO 64055

8. Print: Kellin Ham Sign:
Date: 6-6-26 Address: 1000 S Liberty St 64050

9. Print: Joseph Harland Sign:
Date: 6/5 Address: 1000 S Liberty St

10. Print: Angson Comp Sign:
Date: 6/5 Address: Sea Ave.

CIRCULATOR'S AFFIDAVIT: I, Fanny Mendelberger, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Fanny Mendelberger (27)
Circulator's Street Address: 1725 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO
Subscribed and sworn to before me,
a Notary Public, for the State of Missouri, County of Jackson this 5 day of June, 2026.
Signature of notary: Lacey Cheri Hancock
My Commission Expires: 10-5-2029

LACEY CHERI HANCOCK
Notary Public - Notary Seal
STATE OF MISSOURI
JACKSON County
My Commission Expires: Oct. 5, 2029
Commission # 25586928

140

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: ~~Betty Jean Dutton~~ Sign: _____
Date: 6/4/26 Address: _____
2. Print: Betty Dutton Sign: Betty Dutton
Date: 6/4/26 Address: 702 W. Marcia Ave. Independence, MO 64050
3. Print: Janice Dye Sign: Janice F. Dye
Date: 6/4/26 Address: 2901 N. Union Sandy. MO. 64050
4. Print: Ashli Cruce Sign: [signature]
Date: 6/4/26 Address: 2804 north union St. Independence, Mo 64050
5. Print: Teresa Gleason Sign: Teresa Gleason
Date: 6/4/26 Address: 2802 N Union St Independence MO 64050
6. Print: MELANIE WALKER Sign: Mel Walk
Date: 6/4/26 Address: 707 W 28TH ST N Independence MO 64050
7. Print: _____ Sign: _____
Date: _____ Address: _____
8. Print: _____ Sign: _____
Date: _____ Address: _____
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 5 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Joan M. Flanagan (28)
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

141

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Tyler Mar 2 Sign: [signature]
Date: 6/1/26 Address: 801 N. College St. Independence, MO 64050

2. Print: Muriel A. Luedeman Sign: Muriel A. Luedeman
Date: 6/1/26 Address: 630 S. Main St. Independence Mo 64050

3. Print: Velton Peabody Sign: Velton Peabody
Date: 6/3/26 Address: 412 W. Walnut St. Independence, MO 64050

4. Print: David Holmes Sign: [signature]
Date: 6/3/26 Address: 11311 E 9 st S Independence My, 64054

5. Jenny Lounder Sign: [signature]
Date: 6/7/26 Address: 805 N Spring St. Independence MO 64050

6. Print: Timothy Lounder Sign: [signature]
Date: 6/7/26 Address: 805 N Spring St. Independence MO 64050

7. Print: _____ Sign: _____
Date: _____ Address: _____

8. Print: _____ Sign: _____
Date: _____ Address: _____

9. Print: _____ Sign: _____
Date: _____ Address: _____

10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Daniel Vogelsang, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 6 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition. (29)

Circulator's Signature: [signature]
Circulator's Street Address: 206 W Ruby, Ave Indep. MO 64050
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires: 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

142

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Sharon M. Toms Sign: Sharon M. Toms
Date: 5/30/26 Address: 1325 N Lynn St Independence, MO 64050
2. Print: CHRIS MOORE Sign: Chris Moore
Date: 6/1/26 Address: 2815 N. LIBERTY ST. INDEPENDENCE, MO 64050
3. Print: NATASHA MOORE Sign: Natasha Moore
Date: 6/1/26 Address: 2815 N Liberty St Independence, MO 64050
4. Print: Nee-lyn Cowen Sign:
Date: 6/6/26 Address: 117 S. Darrowby drive Raymore, MO, 64083
5. Print: Steffany Brockman Sign: Steffany Brockman
Date: 6/6/26 Address: 1224 Baker Dr Indep, MO 64050
6. Print: Aurora Gonzalez Sign:
Date: 06/5/26 Address: 2304 S Powhatan ct Independence MO
7. Print: Jeanie Drayton Sign: Jeanie Drayton
Date: 6/6/26 Address: 1921 S. Powhattan Ct.
8. Print: Joan Dennison Sign: Joan A Dennison
Date: 6-8-26 Address: 226 S. Cedar Ave Indep Mo-64053
9. Print: CARLA VANEK Sign: Carla Vanek
Date: 6-6-2026 Address: 1308 N. Liberty St Indep MO 64050
10. Print: Joe Hall Sign:
Date: 6/4/26 Address: 3100 Noel Creek Dr Independence MO

CIRCULATOR'S AFFIDAVIT: I, Edward Horton, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(30)

Circulator's Signature: Edward H.
Circulator's Street Address: 1106 N. Liberty st
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

143

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Lisa Horton Sign: Lisa Horton
Date: 6/6/26 Address: 1106 N. Liberty St. Indep. MO 64050
2. Print: _____ Sign: _____
Date: _____ Address: _____
3. Print: _____ Sign: _____
Date: _____ Address: _____
4. Print: _____ Sign: _____
Date: _____ Address: _____
5. Print: _____ Sign: _____
Date: _____ Address: _____
6. Print: _____ Sign: _____
Date: _____ Address: _____
7. Print: _____ Sign: _____
Date: _____ Address: _____
8. Print: _____ Sign: _____
Date: _____ Address: _____
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Edward Horton, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 1 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

31

Circulator's Signature: _____
Circulator's Street Address: 1106 N. Liberty St
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Marlene Kay Haley
a Notary Public, for the State of Missouri, County of Jackson this 7th day of June, 2026.
Signature of notary: Marlene Kay Haley
My Commission Expires 3-12-2028

MARLENE KAY HALEY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12540726
My Commission Expires Mar 12, 2028

144

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Michael May Sign: Michael May
Date: 5-29-26 Address: 1026 S. Pleasant St. Independence MO 64050

2. Print: Quentin Haynes Sign: Quentin Haynes
Date: 5-30-26 Address: 1026 S Pleasant St Independence, MO 64050

3. Print: JEREMY Dicks Sign: JDicks
Date: 5/30/26 Address: 1702 S EVANSTON AVE INDEPENDENCE MO 64052

4. Print: Florence L. Smith Sign: Florence L. Smith
Date: 6/4/26 Address: 303 W. 28th St N Independence, Mo 64050

5. Print: John L. Smith Sign: John L Smith
Date: 6/6/26 Address: 303 W. 28th St N, Independence, MO, 64050

6. Print: _____ Sign: _____
Date: _____ Address: _____

7. Print: _____ Sign: _____
Date: _____ Address: _____

8. Print: _____ Sign: _____
Date: _____ Address: _____

9. Print: _____ Sign: _____
Date: _____ Address: _____

10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Samantha May, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 5 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Samantha May
Circulator's Street Address: 1026 S. Pleasant St
Circulator's City, State and Zip Code: Independence Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

32

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

6 4

145

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Diana Dickerson Sign: Diana Dickerson
Date: 6/6/26 Address: 115 S. Kendall DR Independence MO 6405

2. Print: Misty Newton Sign: Misty Newton
Date: 6/6/26 Address: 111 S Kendall drive Independence MO 6405

3. Print: Gary Borne Sign: Gary Borne
Date: 6/6/26 Address: 706 N Dover Independence MO 64056

4. Print: Anthony Heater Sign: [illegible]
Date: 6/6/26 Address: 18336 E. 24 Hwy Independence MO 64058

5. Print: Anthony Heater Sr Sign: Anthony Heater
Date: 6/6/26 Address: 18336 E 24 Hwy Independence MO 64058

6. Print: Dedra Ingram Sign: Dedra Ingram
Date: 6/7/26 Address: 1730 n. Dodgion Ave Indep MO 64050

7. Print: Jessica Evans Sign: Jessica Evans
Date: 6-7-26 Address: 216 S. Willis Ave Independence MO 64050

8. Print: _____ Sign: _____
Date: _____ Address: _____

9. Print: _____ Sign: _____
Date: _____ Address: _____

10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Marjain L. BREEFLOVE, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 7 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(33)

Circulator's Signature: Marjain L Breefloe
Circulator's Street Address: 1110 WEST WALNUT
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
7 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

1446

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Kyler Kuscienko Sign: Kyler Kuscienko
Date: 6/7/26 Address: 622 S. Ash Ave. Independence, MO, 64053
2. Print: _____ Sign: _____
Date: _____ Address: _____
3. Print: _____ Sign: _____
Date: _____ Address: _____
4. Print: _____ Sign: _____
Date: _____ Address: _____
5. Print: _____ Sign: _____
Date: _____ Address: _____
6. Print: _____ Sign: _____
Date: _____ Address: _____
7. Print: _____ Sign: _____
Date: _____ Address: _____
8. Print: _____ Sign: _____
Date: _____ Address: _____
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Maryan Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 1 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(34)

Circulator's Signature: Maryan Z Breitenbach
Circulator's Street Address: 1110 W WALNUT
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
7 day of June, 2026.
Signature of notary: _____
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public – Notary Seal
Jackson County – State of Missouri
Commission Number 19886034
My Commission Expires Jun 23, 2027

147

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Teresa Burnett Sign: Teresa Burnett
Date: 6/3/26 Address: 1227 S. Cunningham Ave Indep. MO 64050
2. Print: Erica Robinson Sign: Erica Robinson
Date: 6/3/26 Address: 519 N. Hocker Ave. Independence, MO 64050
3. Print: Courtnie Jackson Sign: Courtnie Jackson
Date: 6/3/26 Address: 635 N Hocker Ave Independence MO
4. Print: Kelsey Edwards Sign: Kelsey Edwards
Date: 6/3/26 Address: 324 E Nelling Ave. Independence, MO 64050
5. Print: Lacey Mammen Sign: Lacey Mammen
Date: 6/3/26 Address: 727 N Cottage St Independence MO 64050
6. Print: Logan Bergquist Sign:
Date: 6/3/26 Address: 727 N. Cottage St. Independence, MO 64050
7. Print: Gary Paul Sign: Gary Paul
Date: 06/03/26 Address: 814 W Saint Charles Ln Independence Mo 64050
8. Print: Janette A. Marriott Sign: Janette A. Marriott
Date: 6/3/26 Address: 814 N. Cottage St. Indep. Mo. 64050
9. Print: Thomas A. Foltz Sign: Thomas A. Foltz
Date: 6/5/26 Address: 1215 W. Wayne Ave Independence, Mo. 64050
~~10. Print: Ashley Sicard Sign:~~
~~Date: 6/5/26 Address: 1600 W. College St. Liberty, MO 64~~

CIRCULATOR'S AFFIDAVIT: I, Lacinda Johnson, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Lacinda Johnson
Circulator's Street Address: 1215 S Cunningham Ave
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

35

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

148

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Michael R. Berry Sign: Michael R. Berry
Date: 6-05 Address: 1118 W. Waldo Ave
2. Print: Andrew Proctor Sign: Andrew Proctor
Date: 6-06 Address: 1200 W Waldo Ave – Ind, MO 64050
3. Print: LARRY K SHARP Sign: Larry K Sharp
Date: 6-5-26 Address: 1222 W. Waldo Ave Ind. MO. 64050
4. Print: Nancy Thielke Sign: Nancy Thielke
Date: 6/5/26 Address: 512 N Crysler Ave
5. Print: ROBERT Maurice Sign: Robert Maurice
Date: 6/5/26 Address: 701 SOUTH VASSAR AVE
6. Print: Susan Maurice Sign: Susan Maurice
Date: 6-5-26 Address: 701 S. Vassar Ave
7. Print: RONALD EAST Sign: Ronald East
Date: 6/7/26 Address: 11329 E 15TH ST UNIT A INDEPENDENCE MO 64052
8. Print: Kevin Pierce Sign: Kevin
Date: 6/7/26 Address: 10214 E Kentucky Rd Independence MO 64053
9. Print: LACINDA JOHNSON Sign: Lacinda Johnson
Date: 06/07/26 Address: 10216 E KENTUCKY RD INDEPENDENCE MO 64053
10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Lacinda Johnson, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(36)

Circulator's Signature: Lacinda Johnson
Circulator's Street Address: 1216 E Cunningham Ave
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
7 day of June, 2026
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

149

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Ronald Thomas Sign: [signature]
Date: 6/2/26 Address: 2104 S Jackson Apt 2 Independence, Mo 64052
2. Print: Helena Alsup Sign: Helena Alsup
Date: 6/2/26 Address: 1016 E College St. Independence, MO. 64050
3. Print: James Mackay Sign: James Mackay
Date: 6/2/2026 Address: 18404 E. Hoke Rd. Independence MO 64057
4. Print: RICKEY HARTLEY Sign: [signature]
Date: 6/3/26 Address: 1700 S CRESCENT, INDEPENDENCE MO 64052
5. Print: Melissa Hartley Sign: [signature]
Date: 6/3/26 Address: 1700 S. Crescent Independence mo 64052
6. Print: BRET MACKLIN Sign: Bret e macklin
Date: 6-3-26 Address: 1703 S. CRESCENT AVE, INDEP MO 64052
7. Print: Rebecca Watkins Sign: [signature]
Date: 6/3/26 Address: 1730 S. Arlington Ave Independence, MO 64052
8. Print: Marcus Watkins Sign: [signature]
Date: 6/3/26 Address: 1730 S. Arlington Ave Independence MO 64052
9. Print: Robert Pastor Sign: [signature]
Date: 6/3 Address: 529 S. Brookside cafe Indep MO 64053
10. Print: Johnathon Pritchard Sign: Johnathon Pritchard
Date: 6/3/26 Address: 300 S Blue Ridge BLVD. Independence MO 64053

CIRCULATOR'S AFFIDAVIT: I, Betty Ann Fox, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Betty A. Fox (37)
Circulator's Street Address: 1821 S. Claremont Ave
Circulator's City, State and Zip Code: Independence MO 64052
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number: 19555034
My Commission Expires: Jun 23, 2027

150

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Marian Conyers Sign: Marian Conyers
Date: 6/4 Address: 10102 E Golf Ave Independence MO 64053

2. Print: Kyle Wallace Sign:
Date: 6-4 Address: 1613 S. Claremont Ave, Independence MO 64052

3. Print: Duane Hartwig Sign:
Date: 6-4 Address: 424 N willis Ave 64050 Independence MO

4. Print: Hollis R Gargill JR Sign: Hollis R Gargill JR
Date: 6-4 Address: 1202 S CedAr Ave Independence MO 64052

5. Print: Barbara K Lewis Sign: Barbara K Lewis
Date: 6/4/26 Address: 1015 N Cottage St Indep mo 64050

6. Print: MARK T. WHITE Sign: Mark T. White
Date: 6-4-26 Address: 1131 E. 10th St. S. Indep. MO. 64054

7. Print: SONIA FRIDERICI Sign: Sonia Friderici
Date: 6-4-26 Address: 430 N. GRAND AVENUE, INDEPENDENCE, MO 64050

8. Print: Jam Kroesen Sign:
Date: 6-4-26 Address: 823 N Main Street Independence MO 64050

9. Print: Yajaira Hernandez-Muzo Sign:
Date: 6/4/26 Address: 1015 E 14th St S Independence, MO 64052

10. Print: Sarah Mesa Sign:
Date: 6-4 Address: 11012 E 34th St S independence MO 64052

CIRCULATOR'S AFFIDAVIT: I, Marjain Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Marjain Breitenbach (38)
Circulator's Street Address: 1110 WEST WALNUT
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
6 day of June, 2026.
Signature of notary: Jon Lotz
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

151

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: CHERYL CONNER Sign: Cheryl Connor
Date: 6-2-26 Address: 10611 E. 18th St. S. Indep, Mo. 64052

2. Print: Denise Tilton Sign: Denise Tilton
Date: 6/2/26 Address: 2000 N River Blvd Indep. MO. 64050

3. Print: MARK PACE Sign: M Pace
Date: 6-2-26 Address: 1215 W. Elm St. INDEP MO 64050

4. Print: John McClellan Sign: John McClellan
Date: 6-3-26 Address: 513 W 29th ST Independence MO 64052

5. Print: Kellie Swenson Sign: Kellie Swenson
Date: 6-3-26 Address: 10804 E. 9th St. S. Independence Mo. 64052

6. Print: Julia Brown Sign: Julia Brown
Date: 6-3-26 Address: 11419 E 27th St. S Independence, MO. 64052

7. Print: Jerry Webber Sign: Jerry Webber
Date: 6-3-26 Address: 905 S. Fairview Ave. Indep Mo. 64053

8. Print: Elliott Randall Sign: Elliott Randall
Date: 6-2-2 Address: 217 NE 83rd Terrace Indep MO. 64118

9. ~~Print: Barbara Moss~~ Sign: ~~Barbara Moss~~
Date: _____ Address: ~~[illegible]~~

10. Print: James Moss Sign: James Moss
Date: 6-3-26 Address: 705 S Hawthorne Independence 64053 Mo.

CIRCULATOR'S AFFIDAVIT: I, Marjorie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(39)

Circulator's Signature: Marjorie Breitenbach
Circulator's Street Address: 1110 W EST WALNUT
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
6 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

152

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Beverly Hallows Sign: [signature]
Date: 6/2/26 Address: 305 D Cogan home Independence MO 64050

VR 2. Print: JEHNIHA STEWART Sign: JS
Date: 06-03-26 Address: 1223 S CEDAR AVE INDEPENDENCE MO 64052

R 3. Print: Jacquelyn S Lane Sign: Jacquelyn S Lane
Date: 6/3/26 Address: 2520 N. Old Twyman Rd Indep MO 64058

R 4. Print: Westley Rustenhaven Sign: Westley Rusten
Date: 6-3 Address: 107N Hawthorne Indep. MO. 64053

NP 5. Print: Robert Swann Sign: Robert Swann
Date: 6/4/26 Address: 910 S. Main St Ind MO 64050 Independence

VR 6. Print: Jenny Thompson Sign: Jenny
Date: 6/4/26 Address: 501 W 39th St N Indp mo 64050

OD 7. Print: Kailese Crowe Sign: Kailese Crowe
Date: 6/4/26 Address: 16711 E 6th St N Indep MO 64056

NR 8. Print: Jon Anthony Headley Sign: [signature]
Date: 6-4-26 Address: 421 E Lexington Independence MO 64050

OD 9. Print: Jacob Shannon Sign: [signature]
Date: 6/4/26 Address: 3804 E 12 ter. KCMO 64127

OD 10. Print: Nora Brockman Sign:
Date: 6/4/26 Address: 3804 E 12 ter KCMO 64127

CIRCULATOR'S AFFIDAVIT: I, Manjaiv Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Manjaiv Breitenbach
Circulator's Street Address: 1110 WEST WALNUT
Circulator's City, State and Zip Code: 1110 WEST WALNUT
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 6 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

(40)

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

153

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

NR 1. Print: Danilo Gutierrez-Cat Sign: DG
Date: 5-31-26 Address: 9806 S Westport MO 64052 Independence

OD 2. Print: LAURIE MCCLAIN Sign: Laurie Mc
Date: 6/2/26 Address: 1600 W 24th Terrace S. Independence MO 64052

R 3. Print: Brayden Lankford Sign:
Date: 6-2-26 Address: 606 S cedar ave 64053 Independence MO

R 4. Print: Anthony Smith Sign: Anthony Smith
Date: 6-2-26 Address: 11316 E 14th Street South Independence MO 64052

OD 5. Print: Christy Witherell Sign:
Date: 6-2-26 Address: 527 E Fair St. Independence MO 64055

WS 6. Print: Stephen W Daniels Sign: Stephen Daniels
Date: 6-3-26 Address: 10309 E 10 ST Indep mo. 64053

OD 7. Print: Teresa Rogers Sign: Teresa Rogers
Date: 6-3-26 Address: 1501 W Scott Pl Indep mo 64052

R 8. Print: Jerry W Rudy Sign: Jerry W Rudy
Date: 6/3/26 Address: 1317 W College St Independence 64050 MO

OD 9. Print: Anarchy Wohletz Sign: Anarchy Wohletz
Date: 6-3-26 Address: 16410 E 15th St S Independence MO 64050

OD 10. Print: Kyle Wohletz Sign: Kyle Wohletz
Date: 6-3-26 Address: 16410 E 15th ST S. Independence Mo 64055

CIRCULATOR'S AFFIDAVIT: I, Marjain Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(41)

Circulator's Signature: Marjain L Breitenbach
Circulator's Street Address: 1110 West Walnut
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 6 day of June, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

154

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Michelle GLASER Sign: Michelle Glaser
Date: 5-31-26 Address: 901 W. White OAK ST Independence MO. 64050

2. Print: DENNIS KOOP Sign: Dennis Koop
Date: 6-1-26 Address: 3515 S STERLING AVE INDEPENDENCE 64052

3. Print: Kathleen PACE Sign: Kathleen Pace
Date: 6-2-26 Address: 1215 W. Elm St Independence, MO. 64050

4. Print: Randy Lawless Sign: Randy Lawless
Date: 6-2-26 Address: 10904 E 20TH ST Indep MO 64052

5. Print: TINA TASOULAS Sign: Tina J Tasoulas
Date: 6-2-26 Address: 1224 S Hardy AVE Independence MO 64052

6. Print: James S. TASOULAS Sign: James S Tasoulas
Date: 6-2-26 Address: 1224 S HARDY AVE 64052 INDEPENDENCE MO

7. Print: Todd Marquardt Sign: Todd Marquardt
Date: 6/2/26 Address: 1922 South Cedar Avenue Independence MO 64052

8. Print: GWENN Marquardt Sign: Gwenn Marquardt
Date: 6/2/26 Address: 1922 south Cedar Ave Independence MO 64052

9. Print: KAHRA MCKEE Sign: Kahra McKee
Date: 6-2-26 Address: 812 S. HAWTHORNE AVE INDEPENDENCE MO 64053

10. Print: Michael Merlt Sign: Michael Merlt
Date: 6/2/26 Address: 1809 So Northern Blvd Independence MO 64052

CIRCULATOR'S AFFIDAVIT: I, Marjain Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Marjain Breitenbach
Circulator's Street Address: 1110 WEST WALNUT
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 6 day of June, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

42

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

155

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Martha Courtney Sign: Martha Courtney
Date: 6-1-26 Address: 140 N. Home Indep MO. 64053

R 2. Print: Amanda Bennett Sign: Amanda Bennett
Date: 6-1-26 Address: 3500 N Pleasant St Indep. MO 64050

R 3. Print: Jason Grubb Sign: [signature]
Date: 6-1-26 Address: 626 N. Delaware St Independence, MO 64050

4. Print: [redacted] Sign: [redacted]
Date: _____ Address: _____

JD 5. Print: Rodney Crawl Sign: [signature]
Date: 6-1-26 Address: 4018 S. Fuller Ave 64052 Independence MO 64052

R 6. Print: Heather Roush Sign: [signature]
Date: 6-1-26 Address: 2108 S Hodges Ave Indep MO 64052

R 7. Print: Ronald Drew Sign: Ronald Drew
Date: 6-2-26 Address: 9721 E 13th South Independence 64052

R 8. Print: ELLEN BARRIER Sign: Ellen Barrier
Date: 6-2-26 Address: [redacted] 11325 E 9TH ST S INDEPENDENCE MO 64054

NR 9. Print: Valmon Davis Sign: [signature]
Date: 6-2 Address: 1114 S Harris Ave 64054 Independence

10. Print: Iris Moncayo Sign: Iris Moncayo
R Date: 6/2/2026 Address: 2204 S Hawthorne Ave MO 64052 Independence

CIRCULATOR'S AFFIDAVIT: I, Marjaia L. Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the ~~full~~ text of this recall petition.

Circulator's Signature: Marjaia L Breitenbach
Circulator's Street Address: 1110 WEST WALNUT
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 6 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

43

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

156

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: MR. Calvin E. Carter Sign: [signature] NR
Date: 6/4/26 Address: 15H Truman Rd.
2. Print: Christopher Bowers Sign: [signature] R
Date: 6-4-26 Address: 501 W 39th St N
3. Print: [illegible] Sign: [signature] NR
Date: 6-4-26 Address: 11507 E 14th Independence MO 64052
4. Print: Carys Lebotton Sign: Independence MO 64052 NR
Date: 6-4-26 Address: 11507 E 14th Carys Lebotton
5. Print: ROBERT A HUDSON II Sign: Robert A Hudson II R
Date: 6/4 Address: 1204 E FREDERICK ST INDEP MO 64050
6. Print: Jeremy Zackula Sign: [signature] R
Date: 6-4-26 Address: 164 S Crescent Ave Indep MO 64053
7. Print: VIRGINIA HUDSON Sign: Virginia Hudson R
Date: 6/4/2026 Address: 1204 E. FREDERICK ST. INDEP. MO. 64050
8. Print: Sharon Tootle Sign: Sharon Tootle R
Date: 6-5-26 Address: 2431 North McBride Independence MO 64050
9. Print: Robert Tootle Sign: [signature] R
Date: 6-5-26 Address: 2431 North McBride Independence, Mo 64050
10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach
Circulator's Street Address: 1111 West Walnut Street
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 6 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

(44)

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

157

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Gerardo J. Fabila Sign: Gerardo J Fabila
Date: 6-5-26 Address: 9830 E. Winner Rd. Indep. MO. 64052

R 2. Print: Mike Miller Sign: Michael B Miller
Date: 6-5-26 Address: 1926 S. Ralston Ave Indep MO 64052

~~3. Print: Deanna E. Strada Sign:~~
~~Date: 6-5-26 Address: 8402 Smart Ave, Kansas City, MO 64138~~

D 4. Print: Courtney Mcmahan Sign: Courtney McMahan
Date: 6/5/26 Address: 350 S Adams Ave Independence MO 64053

R 5. Print: Cynthia M Gower Sign: Cynthia M Gower
Date: 6-6-26 Address: 200 Broadway Ave Indep. Mo. 64053

R 6. Print: 6-6-2026 James Gray Sign:
Date: 6-6-26 Address: 1600 H Harris Gray Independence Mo 64052

R 7. Print: Ashton Nevins Sign:
Date: 6-6-26 Address: 140 S. Home Ave, Independence MO ~~64053~~ 64053

D 8. Print: Danielle Deason Sign: Danielle Deason
Date: 6-6-26 Address: 4921 S Kendall Dr Independence, MO 64055

D 9. Print: Matt Butcher Sign: Matt Butcher
Date: 6/6/25 Address: 4921 S Kendall Drive Independence MO 64

R 10. Print: Mark Baeza Sign: Mark Baeza
Date: 6-6-26 Address: 9730 Escarritt Ave 64053

CIRCULATOR'S AFFIDAVIT: I Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach

45

Circulator's Street Address: 1110 West Walnut Street

Circulator's City, State and Zip Code: Independence, Mo 64050

Subscribed and sworn to before me, Jonathan Lotz

a Notary Public, for the State of Missouri, County of Jackson this 6 day of June, 2026.

Signature of notary:

My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

158

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Tosha Cramer Sign: Tosha Cramer
Date: 5/30/26 Address: 107 N. Ditzler Indep Mo 64053

2. Print: Kristen Stevens Sign:
Date: 6/1/26 Address: 810 S. Grand Ave Indep. MO 64052

3. Print: JANet Stevens Sign: Janet Stevens
Date: 5-30-26 Address: 810 S. Grand Ave. Indep MO 64052

4. Print: Ashley Keesee Sign: Ashley Keesee
Date: 5/30/26 Address: 1224 S. Willow Ave Independence, MO 64052

5. Print: Krystina Crawford Sign: K Crawford
Date: 5-31-26 Address: 3015 S Sterling Ave Indep MO 64052

6. Print: Connie Sellers Sign: Connie Sellers
Date: 5-31-26 Address: 417 E. Sea Ave Independence MO 64050

7. Print: William T. Thompson Sign: William T. Thompson
Date: 5-31-26 Address: 417 E. SEA AVENUE Independence MO 64050

8. Print: Julia Rose Leithe Sign:
Date: 05/31 Address: 209 S Hardy Ave, Independence, MO, 64053

9. Print: Dinah Roe Sign: Dinah Roe
Date: 5/31/26 Address: 608 N. Westwood Dr Independence, MO 64050

10. Print: Amber D. Niehay Sign: Amber Niehay
Date: 5/31/26 Address: 817 S. Arlington ave. independence mo 64055

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach

Circulator's Street Address: 1110 West Walnut St

Circulator's City, State and Zip Code: Independence, Mo 64050

Subscribed and sworn to before me, Jonathan Lotz

a Notary Public, for the State of Missouri, County of Jackson this 6 day of June, 2026.

Signature of notary:

My Commission Expires: 6/23/2027

46

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

159

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Daniel Crane Sign: Daniel Crane
Date: 6-5-26 Address: 2805 N McComas LN 64050 MO

JR 2. Print: 8602 Smart Ave Sign: Daniel Soto Daniel Soto
Date: 5/6/26 Address: 8602 Smart Ave KC

D 3. Print: RANDAL GRIMM Sign: Randal Grimm
Date: 6-5-26 Address: 1234 PLEASANT ST. INDEP. MO 64050

R 4. Print: Randy Williams Sign: Randy Williams
Date: 6/5/26 Address: 660 N. Spring St. #101 Lake Lep. MO 64050

R 5. Print: Zachary A. Smith Sign:
Date: 6-5-26 Address: 430 N. Grand Ave. Independence MO 64050

D 6. Print: Ashley Guzman Sign:
Date: 4/5/26 Address: 10323 E Shelby Rd Grain. MO 64052

R 7. Print: PHILLIP VELASQUEZ Sign: Phillip Velasquez
Date: 6-5-26 Address: 10116 E INDEPENDENCE MO 64052

R 8. Print: Angel R. Grimaldo Sign: Angel R. Grimaldo
Date: 6/05 Address: 908 N. Forest Ave Independence MO 64050

JR 9. Print: Nicolette Anderson Sign:
Date: 6/5/26 Address: 1205 S. Willow Ave Independence, MO 64052.

R 10. Print: Michael Koelliker Sign: Michael Koelliker
Date: 6/5/26 Address: 1430 S. Willow Ave Independence, MO 64052

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 5 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach
Circulator's Street Address: 1110 West Walnut St
Circulator's City, State and Zip Code: Independence, Mo. 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 6 day of June, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

47

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

160

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: James Leroy Mulkey Sign: [signature]
Date: 5-30-26 Address: 17000 E 47th Ter S Independence Mo.

2. Print: Ruth Small Sign: Ruth Small
Date: 5/30/26 Address: 1530 N. Spring St Indep. MO 64050

3. Print: Tim Dr a Fullbright Sign: Tim Dra Fullbright
Date: 5/30/26 Address: 2503 N River Indep Mo 64050

4. Print: Jason St. John Sign: [signature]
Date: 5/30/26 Address: 2408 S. Woodland Ave Independence, Mo. 64052

5. Print: Tiffany Crawford Sign: [signature]
Date: May 31 Address: 3015 S Sterling Ave 64052

6. Print: William G. Hunt Sign: [signature]
Date: 5-31 Address: 9512 E. 15th St. Independence Mo. 64052

7. Print: Melissa Pratte Sign: Melissa Pratte
Date: 5-31 Address: 1209 S. Ralston Avenue

8. Print: Brian C Leithe Sign: [signature]
Date: 5/31 Address: 209 S. Hardy Ave. Independence, Mo 64053

9. Print: Richard Barber Sign: [signature]
Date: 5/31 Address: 1806 S overton ave 64052

10. Print: Meshell Barber Sign: [signature]
Date: 5/31 Address: 1806 S overton ave 64052

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach
Circulator's Street Address: 1116 West Walnut St Independence Mo 64050
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
6 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

48

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

161

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Sara Quiroz Sign: Sara Quiroz
Date: 5/30/26 Address: 3701 S Norwood Ave Independence, MO 64052
2. Print: [illegible] Sign: [illegible]
Date: _____ Address: [illegible] E 310 W Brooks St, Independence MO 64052
3. Print: [illegible] Sign: [illegible]
Date: _____ Address: _____
4. Print: Gary E. Fuimaono Sign: Gary E. Fuimaono
Date: 5/30/26 Address: 500 N. Dickinson Rd. Independence MO 64050
5. Print: Diana Munsterman Sign: Diana Munsterman
Date: 5/30/26 Address: 1716 N Ponca Dr. Indep. MO 64058
6. Print: Tobin Choate Sign: Tobin Choate
Date: 5/30/26 Address: 1716 N Ponca Dr Indep., MO 64058
7. Print: Amanda Enlow Sign: [illegible]
Date: 5/30 Address: 304 W College St. Indep. MO 64050 Independence
8. Print: Sheila Mitchel Sign: Sheila Mitchell
Date: 5-30-26 Address: 312 N. Holden Rd Indep MO 64050
9. Print: Bryan Postlethwait Sign: [illegible]
Date: 5/30/26 Address: 1505 S Sterling Ave Indep. MO 64052
10. Print: GEORGIA ZELLER Sign: Georgia Zeller
Date: 5/30/26 Address: 1002 S EMERY ST. INDEPENDENCE, MO 64050

CIRCULATOR'S AFFIDAVIT: I, Elena Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elena Marie Breitenbach
Circulator's Street Address: 1110 West Walnut Street
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 6 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

49

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

162

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Rascnel Washington Sign: [signature]
Date: 6/4/26 Address: 1618 Dickinson Rd Independence MO 64052
2. Print: Emelia Peck Sign: Emelia Peck
Date: 6/4/26 Address: 14812 E. Mayes Rd Indep. MO 64050
3. Print: Ryland Peck Sign: Ryland Peck
Date: 6/4/26 Address: 14812 E. MAYES RD. INDEP. MO 64050
4. Print: Aleta E. Spencer Sign: Aleta E. Spencer
Date: 6/4/26 Address: 14819 E. Mayes Rd. Independence, Mo. 64050
5. Print: DENVER PARRISH Sign: [signature]
Date: 6/4/26 Address: 15004 E MAYES RD, INDEPENDENCE M.O.
6. Print: FRED JONAS Sign: Fred Jonas
Date: 6/4/26 Address: 15211 E MAYES RD INDEPENDENCE MO 64050
7. Print: Lori Jonas Sign: L. Jonas
Date: 6-5 Address: 1,2 N. Kendall DR Independance MO 64056
8. Print: Ron Bailey Sign: [signature]
Date: 6-6 Address: 127 N Kendall DR INDEPENDENCE MO 64056
9. Print: Michelle Reed Sign: [signature]
Date: 6/6/26 Address: 127 N Kendall Independence MO 64056
10. Print: Tom Reed Sign: [signature]
Date: 6/6/26 Address: Independence 127 Kendall 64056

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach
Circulator's Street Address: 1110 West Walnut Street
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

50

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

163

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: BRENDA A. SHELL Sign: Brenda A Shell 6-6-26
Date: 6-6-26 Address: 179 N. KENDALL DR. Independence, MO 64056
2. Print: Anthony Mitchell Sign: Anthony Mitchell
Date: 6-6-26 Address: 117 N. Kendall Ind Mo 64056
3. Print: Maxine Mitchell Sign: Maxine Mitchell
Date: 6-6-26 Address: 117 N Kendall Independence Mo 64056
4. Print: Brian Watters Sign: Brian Watters
Date: 6/6/26 Address: 16602 E 2nd St. Indep. Mo. 64056 Independence
5. Print: Kim Watters Sign: Kim Watters
Date: 6-6-2026 Address: 16602 E 2nd St N Indep. MO. 64056
6. Print: [illegible] Sign: [illegible]
Date: 6-6-2026 Address: 202 N Pleasant Independence Mo 64056
7. Print: Marlon Price Sign: Marlon Price
Date: 6-6-2026 Address: 823N Allen Rd Independence, MO 64050
8. Print: Jessica Garcia Sign: [illegible]
Date: 6-6-26 Address: 101 S Kendall dr Independence, MO 64056
9. Print: Shannon Fisher Sign: [illegible]
Date: 6-6-26 Address: 111 South Kendall Dr. Independence Mo 64056
10. Print: Everett Fisher Sign: [illegible]
Date: 6-6-26 Address: 111 S. Kendall Dr. Independence Mo 64056

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach
Circulator's Street Address: 1110 West Walnut Street
Circulator's City, State and Zip Code: Independence Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

51

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

164

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Vickie Zagar Sign: Vickie Zagar
Date: 6/3/26 Address: 1708 S Crescent Indep mo 64052
2. Print: Frank Zagar Sign: Frank Zagar
Date: 6/3/26 Address: 1708 S Crescent Ave Indep mo 64052
3. Print: Michael Gene Hawkins Sign: Michael Hawkins
Date: 6/3/26 Address: Independence MO 64052 9325 E. 17th St
4. Print: Rhonda Rhonda Hardison Sign: Rhonda Hardison
Date: 6/2/26 Address: 9325 E 17th St S Independence MO 64052
5. Print: Cheryl W. Martinez Sign: Cheryl W. Martinez
Date: 7.3.26 Address: 517 S. Brookside Independence, Mo 64053
6. Print: Lisa Pritchard Sign: Lisa Pritchard
Date: 6/3 Address: 300 S. Blue Ridge Blvd Ind 64053
7. Print: Austin Brownlee Sign: Austin Brownlee
Date: 03 Jun 26 Address: 915 Dickinson BD Independence 64050
8. Print: Chloe Brownlee Sign: Chloe Brownlee
Date: 06/3/26 Address: 915 Dickinson Ind MO 64050
9. Print: Dennis Johnson Sign: Dennis Johnson
Date: 04 June Address: 2902 North River Ter Independence mo, 64050
10. Print: LaKisha Smith Sign: LaKisha Smith
Date: 6-4 Address: 1208 south cedar Ave 64032
2026

CIRCULATOR'S AFFIDAVIT: I, Betty Ann Fox, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Betty A. Fox
Circulator's Street Address: 1821 S. Claremont Ave
Circulator's City, State and Zip Code: Independence Mo 64052
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

52

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

11V

165

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Toshia Ellenberger Sign: [signature]
Date: 5-30-26 Address: 1223 W Ruby Ave Indep. MO 64052

2. Print: Trenton Miller Sign: [signature]
Date: 5/30/26 Address: 1223 W Ruby Ave Independence MO 64052

3. Print: Sabrina Mitchell Sign: Sabrina L Mitchell
Date: 5/30/26 Address: 1104 W 23rd St Indep MO 64055

4. Print: HEATHER LYN SITKO Sign: [signature]
Date: 30 MAY 26 Address: 2128 S SCOTT AVE INDEP MO 64052

5. Sonya Taylor Sign: Sonya Taylor
Date: 5/30/26 Address: 2128 S Scott Ave Independence MO 64052

6. Print: JANE RUSK Sign: [signature]
Date: 5/30/26 Address: 1821 S NORWOOD AVE, INDEP. MO 64052

7. Print: Madge Paxton Sign: Madge N. Paxton
Date: 6-1-26 Address: 502 N. Westwood Dr. Indep. Mo. 64050

8. Print: LAWRENCE PAXTON Sign: Lawrence E. Paxton
Date: 6/1/26 Address: 502 W. Westwood Dr Indep MO 64050

9. Print: Dana Gentry Sign: [signature]
Date: 6-2-26 Address: 2514 S Lees Summit Rd 64055

10. Print: Rebecca Ogle Sign: [signature]
Date: 6-1-26 Address: 1220 S Glenwood Ave Independence Missouri 64052

CIRCULATOR'S AFFIDAVIT: I, Betty A Fox, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Betty A Fox
Circulator's Street Address: 1821 S Claremont Ave
Circulator's City, State and Zip Code: Independence MO 64052
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

53

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

166

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Rebecca Wirsig Sign: Re Wirsig
Date: 6-7-26 Address: 520 S Arlington Ave Independence, MO 64053
2. Print: Lajai LoPez Sign: Lajai LoPez
Date: 6-7-26 Address: 512 W 39th St N Independence MO 64050
3. Print: _____ Sign: _____
Date: _____ Address: _____
4. Print: _____ Sign: _____
Date: _____ Address: _____
5. Print: _____ Sign: _____
Date: _____ Address: _____
6. Print: _____ Sign: _____
Date: _____ Address: _____
7. Print: _____ Sign: _____
Date: _____ Address: _____
8. Print: _____ Sign: _____
Date: _____ Address: _____
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Betty Ann Fox, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 2 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Betty A. Fox
Circulator's Street Address: 1821 S. Clarewood Ave
Circulator's City, State and Zip Code: Independence MO 64052
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
7 day of June, 2026.
Signature of notary: _____
My Commission Expires: 6/23/2027

54

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

167

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: CHRISTAN FRAZIER Sign:
Date: 6-6-26 Address: 127 N Kendall Ave Independence, MO 64056

2. Print: Stacey Foster Sign: Stacey Foster
Date: 6-6-26 Address: 16507 E 2st N Independence, mo 64056

3. Print: Brandi Coon Sign: Brandi Coon
Date: 6-6-24 Address: 16507 E 2nd st N Independence mo 64056

4. Print: Phil Haddock Sign:
Date: 6-6-24 Address: 16500 E 3rd st N Independence, mo 64056

5. Print: ~~[illegible]~~ Sign: ~~[illegible]~~
Date: ~~[illegible]~~ Address: ~~816 N ALLEN RD INDEPENDENCE, MO~~

6. Print: KENNETH R KLINGELE Sign: Kenneth R Klingele
Date: 6-6-26 Address: 816 N. ALLEN Rd Independence, MO 64050

7. Print: V. Karen Klingele Sign: V. Karen Klingele
Date: 6-6-26 Address: 816 N. Allen Rd Independence, MO 64050

8. Print: ~~[illegible]~~ THOMAS S KEETER Sign: Thomas S Keeter
Date: 6-6-26 Address: 816 N ALLEN RD INDEPENDENCE MO 64050

9. Print: Shelley Price Sign: Shelley Price
Date: 6-6-26 Address: 823 N Allen Rd Independence MO 64050

10. Print: Valessa Tiger Sign: Valessa Tiger
Date: 6-6-26 Address: 803 S. Huttig Ave Independence, MO 64053

CIRCULATOR'S AFFIDAVIT: I, Elisa Marie Breitenbach, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Elisa Marie Breitenbach
Circulator's Street Address: 1110 west walnut Street
Circulator's City, State and Zip Code: Independence Mo 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

55

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 15355034
My Commission Expires Jun 23, 2027

168

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: JAicee Justice Sign: Jaicee Justice
Date: 06/2 Address: 1000 N Dickinson Rd Independence MO 64050
2. Print: Anastasia Justice Sign: Anastasia Justice
Date: 6/3 Address: 1000 N Dickinson Rd Independence, MO, 64050
3. Print: Meghan Ashley Sign: MA
Date: 6/3 Address: 721 N. Figer rd. Independence, Mo 64050
4. Print: Stephan Pruitt Sign:
Date: 6-5-26 Address: 350 N Pleasant St Independence, MO 64050
5. Print: Jonathan Mahill Sign: Jonathan Mahill
Date: 6-7-26 Address: 622 S ash ave Independence mo 64053
6. Print: SABRINA PASSARETTI Sign:
Date: _____ Address: 810 S SCOTT AVE INDEPENDENCE INDEP. 64050
7. Print: Amanda Kroesen Sign:
Date: 6/7/26 Address: 823 N Main St, Independence, MO 64050
8. Print: Mary G Dolman Sign: Mary G Dolman
Date: 6/7/26 Address: 13603 Baker Dr Independence MO 64050
9. Print: Phyllis Cannon Sign: Phyllis Cannon
Date: 6/7/26 Address: 13716 Baker Dr. Independence, Mo. 64050
10. Print: Rachael Seek Sign:
Date: Jan 7 2026 Address: 1905 E 13th St South Indep MO 64052

CIRCULATOR'S AFFIDAVIT: I, Mayra Z Bretenfe, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Mayra Z Bretenfe
Circulator's Street Address: 1110 W WALNUT
Circulator's City, State and Zip Code: INDEPENDENCE MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary:
My Commission Expires: 6/23/2027

56

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

169

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: DAVIE MCBEE Sign: [signature]
Date: 5/30/26 Address: 304 E. ZAUN

2. Print: Justin Gladden Sign: [signature]
Date: 5-30-26 Address: 300 E Zaun Ave.

3. Print: Shea Foote Sign:
Date: 5/30 Address: 301 E. College

4. Print: JASON TILLOTSON Sign: [signature]
Date: 6/2/26 Address: 19206 E 18TH TERR N

5. Print: BRANDY TILLOTSON Sign: [signature]
Date: 6/2/26 Address: 19206 E 18TH TERR N

6. Print: Marissa Ft Teberry Sign: [signature]
Date: 6/2/26 Address: 709 W Truman Rd Independence MO 64050

7. Print: Joshua Buxton Sign: [signature]
Date: 6/2/26 Address: 215 Hudson St Belton ~~Belton~~ MO 64012

8. Print: ANTHONY A GILLOCK Sign: [signature]
Date: 6/2/26 Address: 26005 HUBBOC 3144 INDEPENDENCE, MO 64055

9. Print: John Brown Sign: [signature]
Date: 6/2/26 Address: 1607 W. Short Ave Independence MO 64050

10. Print: RUTH Hovermale Sign: Ruth Hovermale
Date: 6/2/26 Address: 2506 S. Vermont Ave Independence Mo. 64052

CIRCULATOR'S AFFIDAVIT: I, Lacinda Johnson, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: [signature]
Circulator's Street Address: 1218 S Cunningham Ave
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

57

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

170

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Christina Garnett Sign: Christina Garnett
Date: 6-7-26 Address: 11329 E 15th S Apt B Independence, MO. 64052
2. Print: Tathyana Carcamo Sign: Tathyana Carcamo
Date: 6/7/26 Address: 132 S Brookside Ave Independence MO 64053
3. Print: Matthew McQueen Sign: Matthew McQueen
Date: 6-7-26 Address: 132 S Brookside Ave. Independence, MO, 64053
4. Print: _____ Sign: _____
Date: _____ Address: _____
5. Print: _____ Sign: _____
Date: _____ Address: _____
6. Print: _____ Sign: _____
Date: _____ Address: _____
7. Print: _____ Sign: _____
Date: _____ Address: _____
8. Print: _____ Sign: _____
Date: _____ Address: _____
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Lacinda Johnson, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 3 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Lacinda Johnson
Circulator's Street Address: 1918 S Cunningham Ave
Circulator's City, State and Zip Code: Independence MO 64052
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary: Jonathan Lotz
My Commission Expires: 6/23/2027

58

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

171

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri and my registered voting address is correctly written after my name.

1. Print: Ashlee Sicard Sign: [signature]
Date: 6/5/26 Address: 1113 W. Waldo Ave. Independence, MO 64050
2. Print: CONNIE McCORMICK Sign: Connie McCormick
Date: 6/5/26 Address: 1824 Harvard Ave. Indep MO 64052
3. Print: Cruz Lugo Sign: Cruz Lugo
Date: 6/5 Address: 1110 W waldo ave
4. Print: Daniel Lugo Sign: [signature]
Date: 6-5-26 Address: 1110 W Waldo, Inde MO 64050
5. Print: Kasha Lugo Sign: Kasha Lugo
Date: 6/5/2026 Address: 1110 W. waldo ave
6. Print: Janette M. Sajna Sign: JMSajna
Date: 06-5-26 Address: 1109 W. Waldo Ave. Indep. MO 64050
7. Print: DANIEL A. TRUAX Sign: [signature]
Date: 6-5-26 Address: 1103 W. WALDO AVE. INDEP. MO 64050
8. Print: Triston Abrams Sign: [signature]
Date: 6-5-26 Address: 1035 w waldo ave
9. Print: Emily G. Bryant Sign: Emily G. Bryant
Date: 6/5/26 Address: 1027 W. Waldo Ave. Indep. MO. 64050-2537
10. Print: Kelli Schlagle Sign: Kelli Schlagle
Date: 6/5/26 Address: 1118 W Waldo Ave Indep MO 64050

CIRCULATOR'S AFFIDAVIT: I, Lacinda Johnson, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Lacinda Johnson
Circulator's Street Address: 1218 S Cunningham Ave
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this 7 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

59

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

172

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Chris Boynton Sign: [signature]
Date: 6-4-26 Address: 1212 W. Maple Apt 1 Indep MO 64050
2. Print: Kayla Reeves Sign: [signature]
Date: 6/4/26 Address: 10407 E 18th Str S Indep, MO 64052
3. Print: Danny D Folsom Sign: [signature]
Date: 6/7/26 Address: 118 East Short Ave 64050 Indep MO 64050
4. Print: _____ Sign: _____
Date: _____ Address: _____
5. Print: _____ Sign: _____
Date: _____ Address: _____
6. Print: _____ Sign: _____
Date: _____ Address: _____
7. Print: _____ Sign: _____
Date: _____ Address: _____
8. Print: _____ Sign: _____
Date: _____ Address: _____
9. Print: _____ Sign: _____
Date: _____ Address: _____
10. Print: _____ Sign: _____
Date: _____ Address: _____

CIRCULATOR'S AFFIDAVIT: I, Jeanne Turner, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 3 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(60)

Circulator's Signature: [signature]
Circulator's Street Address: 118 E Short Ave
Circulator's City, State and Zip Code: Independence MO 64050
Subscribed and sworn to before me, Jonathan Lotz
a Notary Public, for the State of Missouri, County of Jackson this
7 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 6/23/2027

JONATHAN LOTZ
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19855034
My Commission Expires Jun 23, 2027

173

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Alicia Hill Sign: Alicia Hill
Date: 6/3/26 Address: 322 E 3rd Street Ct S Indep MO 64050
2. Print: Benjamin Gibson Sign: Benjamin Gibson
Date: 6/3/26 Address: 318 E 3rd Street Ct S Indep MO 64050
3. Print: Christian Herriott Sign: Christian Herriott
Date: 06/03/26 Address: 509 N Poplar Dr 64050 Independence MO
4. Print: Rishondra Bayless Sign: Rishondra Bayless
Date: 6/3/26 Address: 32 E 3rd Ct S Independence, MO 64050
5. Print: Sydney Teske Sign: Sydney Teske
Date: 6/3/26 Address: 17002 E. Larkspur Ln Apt. 3, Independence, MO 64055
6. Print: David Johnson Sign:
Date: 6-3-2026 Address: 17002 E Larkspur Ln Independence MO 64055
7. Print: Alexis Erickson Sign: Alexis Erickson
Date: 6/3/26 Address: 310 E 3rd Street Ct S Indep. MO 64050
8. Print: Richard Spears Sign: Richard Spears
Date: 6/4/26 Address: 707 W. Marcia Indep. MO 64050
9. Print: Jennifer Worley Sign: Jennifer Worley
Date: 6/4/26 Address: 609 W Marcia and Independence MO 64050
10. Print: John L Jaffoes Sign: John L Jaffoes
Date: 6/4/26 Address: 505 W MARCIA AVE INDEPENDENCE, MO 64050

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(el)

Circulator's Signature: Joan M. Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, Emma B. Mitchem
a Notary Public, for the State of Missouri, County of Jackson this 5th day of June, 2026.
Signature of notary: Emma B. Mitchem
My Commission Expires: 12.13.26

EMMA B MITCHEM
Notary Public - Notary Seal
Clay County - State of Missouri
Commission Number 22383040
My Commission Expires Dec 13, 2026

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Gloria E. Clark Sign: Gloria Clark
Date: 5/30/26 Address: 719 N. Sunrise Dr. Indep MO 64050
2. Print: Robert Whiteman Sign: [signature]
Date: 5-30-26 Address: 731 N. Sunrise Dr.
3. Print: Matthew Coe Sign: [signature]
Date: 5/30/26 Address: 714 N Sunset Drive Indep MO 64050
4. Print: Stephen C Lewis Sign: [signature]
Date: 5-30-26 Address: 713 N Sunset Dr. Independence Mo 64050
5. Print: Philip Johnson Sign: [signature]
Date: 5-30-26 Address: 608 N Sunset Dr Independence MO 64050
6. Print: Susan Kelley Sign: [signature]
Date: 5/30/26 Address: 704 N. Sunset Dr. Independence MO. 64050
7. Print: David L. Lawson Sign: [signature]
Date: 05/30/26 Address: 706 N. Sunset Dr Indep. Mo 64050
8. Print: Jeanetta Wilson Sign: [signature]
Date: 5/30/26 Address: 716 N Sunset Dr Indep Mo 64050
9. Print: Brenda Gail Williams Sign: [signature]
Date: 5/30/26 Address: 722 N. Sunset Dr. Independence, MO 64050
10. Print: LOUISE WILLIAMSON Sign: [signature]
Date: 5/30/26 Address: 704 N WESTWOOD DR INDEP. MO 64050

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition. (62)

Circulator's Signature: Joan M. Flanagan
Circulator's Street Address: 624 S. Liberty ST.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, TJ Otto
a Notary Public, for the State of Missouri, County of Jackson this 4 day of June, 2026.
Signature of notary: T. Otto
My Commission Expires: 01-19-2030

TJ OTTO
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 22232056
My Commission Expires 01-19-2030

175

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Amber Stahl-Wilmore Sign: Amber Stahl-Wilmore
Date: 6/2/26 Address: 1705 N Lynn St Independence, MO 64050

R 2. Print: Nicole Silkwood Sign: Nicole Silkwood
Date: 6-2-26 Address: 1606 N. Dodgion St. Indep. MO 64050

R 3. Print: Dylan Silkwood Sign:
Date: 6-2-26 Address: 1606 N. Dodgion St Indep. MO 64050

R 4. Print: Judy K. Heitz Sign: Judy K. Heitz
Date: 6-2-26 Address: 1610 N. Dodgion Independence, MO 64050

SD 5. Print: Kaden Boyer Sign: Kaden Boyer
Date: 6-2-26 Address: 1612 N Dodgion St Independence, MO 64050

SD 6. Print: Destiny Rodgers Sign: Destiny Rodgers
Date: 6-2-2026 Address: 1612 N Dodgion Independence, Mo 64050

R 7. Print: Dominik Ortiz Sign: Dominik Ortiz
Date: 6-2-26 Address: 1706 North Dodgion Independence Mo, 64050

R 8. Print: Amber Stewart Sign:
Date: 6-2-26 Address: 1709 N Dodgion Ave Indep MO 64050

R 9. Print: Dana Jordan Sign: Dana Jordan
Date: 6-2-26 Address: 1703 N. Dodgion Ave Indep, MO 64050

VS 10. Print: Randie Woods Sign:
Date: 6/3/26 Address: 1200 N. Noland Rd Independence MO 64050

1 CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(63)

Circulator's Signature: Joan M. Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, TJ Otto
a Notary Public, for the State of Missouri, County of Jackson this 4 day of June, 2026.
Signature of notary: TJ Otto
My Commission Expires: 01-19-2030

TJ OTTO
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 22232056
My Commission Expires 01-19-2030

176

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Joanne Rohrbach Sign: Joanne Rohrbach
Date: 6-1-26 Address: 1308 N Kiger Rd Indep MO 64050

R 2. Print: Britney Johnston Sign: Britney Johnston
Date: 6/2/26 Address: 1611 N Pearl St Indep., MO 64050

R 3. Print: Jason Graves Sign: Jason Graves
Date: 6-2-26 Address: 117 EAST Sue Lane Indep MO 64050

R 4. Print: Doris J Cooley Sign: Doris J Cooley
Date: 6-2-26 Address: 105 E SUE LN Indep MO 64050

R 5. Print: Lana S Ray Sign: Lana Ray
Date: 6-2-26 Address: 1111 W College St. Independence MO 64050

R 6. Print: Makaela Mason Sign:
Date: 6/2/26 Address: 101 E Sue Ln Indep, mo 64050

R 7. Print: Sandra White Sign: Sandra White
Date: 6/2/26 Address: 116 E. Sue Ln. Independence, MO 64050

R 8. Print: Amber Wilson Sign:
Date: 6/2/26 Address: 121 E Sue Ln. Indep. MO 64050

R 9. Print: Anthony Andrade Sign: Anthony Andrade
Date: 6/2/26 Address: ~~Anthonyandrade452@gmail.com~~ 1710 N. Lynn St. Independence, MO 64050

R 10. Print: Eric Washington Sign: Eric Washington
Date: 6-3-26 Address: 1705 1/2 Lynn St Indep. MO 64050

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(64)

Circulator's Signature: Joan M. Flanagan
Circulator's Street Address: 634 E Lee St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, TJ Otto
a Notary Public, for the State of Missouri, County of Jackson this
4 day of June, 2026.
Signature of notary: T. Otto
My Commission Expires: 01-19-2030

TJ OTTO
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 22232056
My Commission Expires 01-19-2030

177

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Melissa Henry Sign: Melissa Henry
Date: 5-28-26 Address: 208 N Holder RD, Independence MO 64050

R 2. Print: JUSTIN JOHNSON Sign:
Date: 5-28-26 Address: 216 N HOLDER RD INDEPENDENCE MO 64055

R 3. Print: Ella Mae Conner Sign: Ella Mae Conner
Date: 5-28-26 Address: 205 N Holder Rd, Indep, MO 64050

R 4. Print: Kelvin Fortenberry Sign:
Date: 5-28-26 Address: 201 N. Holder Road Independence MO 64050

R 5. Print: Daniel Parker Sign: Daniel D. Parker
Date: 5-28-26 Address: 1704 E Salisbury, Ind, Mo. 64050

R 6. Print: EMILY R. SALL Sign: Emily R Sall
Date: 5-29-26 Address: 1830 HARVARD AVE. INDEPENDENCE MO 64052

R 7. Print: MARIA ROSARIO MEDSKER Sign: Rosario Medsker
Date: 5-29-26 Address: 1524 N. Holder Rd Independence, MO 64050

R 8. Print: Harley Boyer Sign: Harley Boyer
Date: 5-30-26 Address: 1520 N Holder rd Independence MO 64050

R 9. Print: DAVID KEMLEWEL Sign:
Date: 5/30/26 Address: 1510 N. HOLDER INDEP. MO 64050

R 10. Print: Bucky McCullough Sign:
Date: 5/30/26 Address: 1501 N. Holder Rd. Indep. MO 64050

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(65)

Circulator's Signature: Joan M. Flanagan
Circulator's Street Address: 1234 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, TJ Otto
a Notary Public, for the State of Missouri, County of Jackson this 4 day of June, 2026.
Signature of notary: T. Otto
My Commission Expires: 01-19-2030

TJ OTTO
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 22232056
My Commission Expires 01-19-2030

178

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Jeffery Hickman Sign: Jeffery Hickman
Date: 5-31-26 Address: 600 N westwood drive Independence, Mo 64050

2. Print: Kara Ogletree Sign: Kara Ogletree
Date: 5-31-26 Address: 720 N westwood Dr independence mo 64050

3. Print: MyCherie McEachern Sign: MyCherie McEachern
Date: 5/31/2026 Address: 703 North Rogers Street, Independence, MO 64050

4. Print: Chris Schrader Sign: Chris
Date: 5/31/26 Address: 409 N. Rogers St. Independence Mo 64050

5. Print: Joshua Palmer Sign: Joshua Palmer
Date: 5/31/26 Address: 502 N Rogers st Independence, Mo 64050

6. Print: Jason D. Denney Sign: Jason
Date: 5-31-26 Address: 502 N Rodgers Independence, MO 64050

7. Print: Jessalynn Denney Sign: Jessalynn Denney
Date: 5/31/26 Address: 502 N rogers St. Independence MO 64050

8. Print: Jane Orr Sign: Jane
Date: 5/31/26 Address: 600 N Rogers St Indepen MO 64050

9. Print: Megan Johnson Sign: Megan Johnson
Date: 5/31/26 Address: 702 N Rogers st Independence, MO 64050

10. Print: Devin Damper Sign: Devin
Date: 5-31-26 Address: 716 N Rogers St Independence, MO 64050

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(606)

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, TJ Otto
a Notary Public, for the State of Missouri, County of Jackson this 4 day of June, 2026.
Signature of notary: T. Otto
My Commission Expires: 01-19-2030

TJ OTTO
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 22232056
My Commission Expires 01-19-2030

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Dennis Mathews Sign: Dennis Mathews
Date: 5/30/26 Address: 1700 N. Rogers St. Independence, MO 64050
2. Print: Kevin Butcher Sign: Kevin Butcher
Date: 05-30-26 Address: 1608 N. Rogers St Indep MO. 64050
3. Print: Nichole Mabry Sign: Nichole Mabry
Date: 5/30/26 Address: 730 N. Sunrise Drive Indep MO 64050
4. Print: Manly Dile Sign: Manly Dile
Date: 5/30/26 Address: 724 N Sunrise Dr Indep MO 64050
5. Print: William m alexander Sign: William M Alexander
Date: 5/30/26 Address: 708 N. Sunrise Dr. 64050
6. Print: Lynzee Vent Sign: [signature]
Date: 5-30-26 Address: 703 N Sunrise Dr. 64050
7. Print: Johnathan Kent Sign: [signature]
Date: 05/30/26 Address: 703 N Sunrise Dr 64050
8. Print: Crystal Jones Sign: Crystal Jones
Date: 5/30/26 Address: 628 N. Sunrise Dr. Independence MO. 64050
9. Print: Jessica Jones Sign: Jessica Jones
Date: 5/30/26 Address: 628 N. Sunrise Dr. Independence MO 64050
10. Print: Devin Fryer Sign: [signature]
Date: 5/30/26 Address: 624 N. Sunrise Dr, Independence MO 64050

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(67)

Circulator's Signature: Joan M. Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, TJ Otto
a Notary Public, for the State of Missouri, County of Jackson this 4 day of June, 2026.
Signature of notary: T. Otto
My Commission Expires: 01-19-2030

TJ OTTO
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 22232056
My Commission Expires 01-19-2030

180

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: GEOFF BLATTSELL Sign: [signature]
Date: 5/31/26 Address: 709 N. Westwood Dr. Independence, MO 64050
2. Print: Sarah Nolker Sign: [signature]
Date: 5/31/26 Address: 611 N. Westwood Dr. Independence MO, 64050
3. Print: Kimberly McLaughlin Sign: [signature]
Date: 5/31/26 Address: 611 N. Westwood Dr. Indep. MO 64050
4. Print: Linda R Richards Sign: [signature]
Date: 5/31/26 Address: 519 N Westwood Dr. Indep. MO 64050
5. Print: Jeff YAZEL Sign: [signature]
Date: 5-31-26 Address: 517 Westwood Indep MO 64050
6. Print: Daniel J Christensen Sign: [signature]
Date: 5/31/26 Address: 515 N Westwood Dr Independence MO 64050
7. Print: Lesli Cardenas Sign: [signature]
Date: 5/31/26 Address: 513 N Westwood Dr. Independence MO 64050
8. Print: Tracy Martin Sign: [signature]
Date: 5/31/26 Address: 506 N Westwood Dr Indep. 64050
9. Print: Billy Martin Sign: [signature]
Date: 5-31-26 Address: 506 N Westwood Dr Indep 64050
10. Print: Mary Shatswell Sign: [signature]
Date: 5-31-26 Address: 502 N Westwood Dr

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: [signature]
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, TJ Otto
a Notary Public, for the State of Missouri, County of Jackson this 4 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 01-19-2030

TJ OTTO
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 22232056
My Commission Expires 01-19-2030

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Sara Weddington Sign: [signature]
Date: 5/31/26 Address: 716 N Rogers St Independence MO 64050
2. Print: Randy Foreman Sign: [signature]
Date: 5-31-26 Address: 723 N. Rogers Indep. Mo. 64050
3. Print: Kimberly Forcman Sign: [signature]
Date: 5-31x Address: 723 N. Rogers Indep. Mo 64050
4. Print: Salena Barrera Sign: [signature]
Date: 5/31/26 Address: 721 N Rogers St Indep MO 64050
5. Print: Honor Bonar Sign: [signature]
Date: 6/1/26 Address: 1603 N. Sinclair Rd. Independence (64050
6. Print: Devin Banister Sign: [signature]
Date: 6/1/26 Address: 1603 N Sinclair RD Indep MO 64050
7. Print: Carolyn Anderson Sign: [signature]
Date: 6-1-26 Address: 111 Sinclair Independence, MO 64050
8. Print: Janet Durkin Sign: [signature]
Date: 6-1-26 Address: 115 North Sinclair Independence Mo 64050
9. Print: Shelia Snyder Sign: [signature]
Date: 6-1-26 Address: 112 N McCoy Indep MO 64050
10. Print: Kendall Gair Sign: [signature]
Date: 6/1/26 Address: 106 N. Sinclair Rd Indep. MO 64050

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(69)

Circulator's Signature: [signature]
Circulator's Street Address: 624 E. Gudgell St.
Circulator's City, State and Zip Code: Independence, MO 64058
Subscribed and sworn to before me, TJ Otto
a Notary Public, for the State of Missouri, County of Jackson this
4 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 01-19-2030

TJ OTTO
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 22232056
My Commission Expires 01-19-2030

182

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Jaydan Morrison Sign: Jaydan Morrison
Date: 06/01/26 Address: 706 W. 39th ST N Independence, MO 64050
2. Print: Tammy Drummond Sign: Tammy Drummond
Date: 6/1 Address: 102 N Sinclair Rd Indep MO 64050
3. Print: Katherine Reyes Sign: Katherine Reyes
Date: 6/1/26 Address: 1006 E Salisbury Rd Independence MO 64050
4. Print: Krystal Johnson Sign:
Date: 6-1-26 Address: 901 E. Frederick St. Indep. MO, 64050
5. Print: Dylan Lankford Sign: Dylan Lankford
Date: 6-2 Address: 903 E Frederick Street Independence, MO, 64050
6. Print: Hunter Spears Sign: Hunter Spears
Date: 6/01/26 Address: 1118 E Frederick St Indep. MO 64050
7. Print: Michelle Swafford Sign: Michelle Swafford
Date: 6/1/26 Address: 1114 E Frederick St Indep. MO 64050
8. Print: Kimberleigh A Millner Sign: Kimberleigh A Millner
Date: 6.1.26 Address: 9306 E. Frederick St. Independence Mo 64050
9. Print: Lanore M; ller Sign:
Date: 6/1/26 Address: 1225 N Kiger Ave Independence MO 64050
10. Print: DONALD ROHRBACH Sign: Donald Rohrbach
Date: 6/1/26 Address: 1308 N KIGER RD

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(70)

Circulator's Signature: Joan M. Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, TJ Otto
a Notary Public, for the State of Missouri, County of Jackson thi
4 day of June, 2026.
Signature of notary: T. Otto
My Commission Expires: 01-19-2030

TJ OTTO
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 22232056
My Commission Expires 01-19-2030

183

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Jeffery F Townsend Sign: Jeffery F Townsend
Date: 6-3-26 Address: 305 E 3rd Dr S Independence MO 64050
2. Print: Joshua H. Townsend Sign: Joshua H. Townsend
Date: 6-3-26 Address: 305 E. 3rd Dr. S Independence MO 64050
3. Print: Terry Grimes Sign: Terry Grimes
Date: 6/03/26 Address: 327 E 3rd Drive South Independence MO 64050
4. Print: Tamara Caviness Sign: Tamara Caviness
Date: 6/3/26 Address: 403 E 3rd Dr S Indep MO 64050
5. Print: Joshua Feichert Sign: Josh Feichert
Date: 06-3-26 Address: 405 East 3rd Dr S Indep MO 64050
6. Print: Francis Blake Sign: Francis Blake
Date: 6-3-2026 Address: 1408 N. Hocker Ave Indep MO 64050
7. Print: TonAnn Chow Sign: TMClem
Date: 6-3-2026 Address: 1304 N. Hocker Ave. Indep. Mo. 64050
8. Print: David Thomas Chow Sign:
Date: 6/3/26 Address: 1304 N Hocker Ave Independence Mo 64050
9. Print: ROBERT L ROBERTSON Sign: Robert L Robertson
Date: 6/3/26 Address: 1302 N. HOCKER INDEPENDENCE Mo 64050
10. Print: Emily Thein Sign:
Date: 6/3/26 Address: 1303 N. Hocker ave Independence MO 64050

CIRCULATOR'S AFFIDAVIT: I, Joan M Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(71)

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 1624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64052
Subscribed and sworn to before me, TJ Otto
a Notary Public, for the State of Missouri, County of Jackson this 4 day of June, 2026.
Signature of notary: T. Otto
My Commission Expires: 01-19-2030

TJ OTTO
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 22232056
My Commission Expires 01-19-2030

184

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Suzanne Thomas Sign: Suzanne Thomas
Date: 5/29/2026 Address: 110 W Ruby Ave Independence MO 64050
2. Print: Jaime Hammond Sign:
Date: 5/29/26 Address: 710 S. Main St Independence MO 64050
3. Print: Ashley Maxwell Sign:
Date: 5/29 Address: 102 ~~[illegible]~~ East Linden Ave Apt B 64050
4. Print: Kenny LaCore Sign: Kenny LaCr
Date: 5-29-26 Address: 728 S. Liberty Indep MO 64050
5. Print: Cody Viera Sign:
Date: 5/31 Address: 1014 S Liberty 64050
6. Print: Gerald R Dillinger Sign: Gerald R Dillinger
Date: 6/1 Address: 1016 S. Liberty Indep MO 64050
7. Print: Sheri Dillinger Sign: Sheri L. Dillinger
Date: 6/1 Address: 1016 S. Liberty Indep MO 64050
8. Print: MARK GOSS Sign:
Date: 6/2 Address: 614 S Liberty St Indep MO 64050
9. Print: SONIA Smith Sign: Sonia Smith
Date: 6-2 Address: 614 S. Liberty St Ind. MO 64050
10. Print: Christopher Downs Sign:
Date: 6/2 Address: 606 S. Liberty Independence MO 64050

CIRCULATOR'S AFFIDAVIT: I, Fanny Mandelberger, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

Circulator's Signature: Fanny M Mandelberger (72)
Circulator's Street Address: 325 S. Liberty St.
Circulator's City, State and Zip Code: Independence / MO 64050
Subscribed and sworn to before me, Breeana Moore'
a Notary Public, for the State of Missouri, County of Jackson this 1st day of June, 2026.
Signature of notary: Breeana Moore
My Commission Expires: 02/28/2028

Breeana Moore
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: February 28, 2028
Commission # 23833175

185

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Cindy Chowning Sign: [signature]
Date: 5/31/26 Address: 702 N Westwood Dr Independence MO 64050
2. Print: Larry Williams Sr. Sign: [signature]
Date: 5-31-26 Address: 704 N. Westwood Dr. Independence, 64050
3. Print: Dana Paxton Sign: [signature]
Date: 5/31/26 Address: 608 N Westwood Ct Independence MO 64050
4. Print: Karen J Wilson Sign: [signature]
Date: 5/31/26 Address: 602 Westwood CT Indep. MO 64050
5. Print: Jerry C. Wilson Sign: [signature]
Date: 5/31/26 Address: 602 Westwood CT Indep. MO 64050
6. Print: Donald B Corum Sign: [signature]
Date: 5/31/26 Address: 1115 E Waldo Dr. Indep. MO 64050
7. Print: SuSAN Corum Sign: [signature]
Date: 5/31/26 Address: 1115 E Waldo Dr. Indep. MO 64050
8. Print: Theresa S. Arnette Sign: [signature]
Date: 5/31/26 Address: 607 N. Westwood Ct. Independence, MO 64050
9. Print: Nicole Floyd Sign: [signature]
Date: 5/31/26 Address: 611 N. Westwood Ct Independence, MO 64050
10. Print: Dawn Perry Sign: [signature]
Date: 5/31/26 Address: 711 N Westwood Dr Independence, MO, 64050

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

73

Circulator's Signature: [signature]
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, TJ Otto
a Notary Public, for the State of Missouri, County of Jackson this
4 day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 01-19-2030

TJ OTTO
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 22232056
My Commission Expires 01-19-2030

186

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: [illegible] Sign: [illegible]
Date: 5/21 Address: 3116 S Arnold Ct Independence 64057
2. Print: Cynthia Walkenhorst Sign: Cynthia Walkenhorst
Date: 5/29 Address: 1405 S. McCoy St. Indep MO 64055
3. Print: Barbara Clevenger Sign: Barbara Clevenger
Date: 5-29 Address: 1405 S mccoy st Indep mo 64055
4. Print: [illegible] Sign: [illegible]
Date: 5/29/26 Address: 914 S. Emery St. Independence, MO 64050
5. Print: [illegible] Sign: [illegible]
Date: [illegible] Address: 2688 S. Hub Drive #166A 64050
6. Print: Furgison Smith Sign: Furgison Smith
Date: 5/29/26 Address: 300 E Frederick St. Apt. H Independence MO 64050
7. Print: Toriauna Fluhrer Sign: Toriauna Fluhrer
Date: 5-29-26 Address: 15305 E 44th Ter S. Independence MO 64055
8. Print: Christopher FLUHRER Sign: [illegible]
Date: 5-29-26 Address: 15305 E 44th Ter S. Independence MO 64055
9. Print: Anthony Gonzalez Sign: [illegible]
Date: 5-29-26 Address: 15406 E 41st St S Independence
10. Print: Aayon Gonzalez Sign: Aayon Gonzalez
Date: 5-29-26 Address: 15406 E 41st St S Independence

CIRCULATOR'S AFFIDAVIT: I, Fanny Mandelberg, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 1 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(74)

Circulator's Signature: Fanny M Mandelberg
Circulator's Street Address: 725 S Liberty St
Circulator's City, State and Zip Code: Independence, MO 64056
Subscribed and sworn to before me, Breeana Moore
a Notary Public, for the State of Missouri, County of Jackson this 1st day of June, 2026.
Signature of notary: Breeana Moore
My Commission Expires: 02/28/2028

Breeana Moore
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: February 28, 2028
Commission # 23833175

187

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

1. Print: Robert Rippy Sign: Robert Rippy
Date: 6-2-26 Address: 100 E. Linden Ave Apt 1A

2. Print: Glen Mastin Sign: Glen Mastin
Date: 6-2-2026 Address: 402 E. Linden Ave., #A, Indep. MO

~~3. Print: Steve Gilmore Sign: Steve Gilmore~~
~~Date: 6/2/26 Address: 106 E LINDEN~~

4. Print: John H KINDRED Sign: John H Kindred
Date: 6/2/26 Address: 726 S Liberty Street Independence, MO 64050

5. Print: Peterson McKinney Sign: Peterson McKinney
Date: 6/2/26 Address: 1399 Baker Dr Independence MO 64050

6. Print: Kyle Peppers Sign: Kyle Peppers
Date: 6/2/26 Address: 947 S Washington St, Indep. MO 64050

7. Print: Shelby Peppers Sign: Shelby Peppers
Date: 6/2/26 Address: 947 S Washington St, Indep. MO 64050

8. Print: KATHLEEN KINDRED Sign: Kathleen Kindred
Date: 6/3 Address: 726 S. LIBERTY ST. INDEPENDENCE, MO 64050

9. Print: David P Bence Sign: David P Bence
Date: June 3rd Address: 910 South Liberty Independence MO 64050

10. Print: Marliss Rhee Sign: Marliss Rhee
Date: June 3 Address: 910 S. liberty st Indep. MO 64050

CIRCULATOR'S AFFIDAVIT: I, Fanny Mundelberg, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(75)

Circulator's Signature: Fanny Mundelberg
Circulator's Street Address: 725 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me,
a Notary Public, for the State of Missouri, County of Jackson this
3 day of June, 2026.
Signature of notary: Lacey Cheri Hancock
My Commission Expires: 10-5-2029

LACEY CHERI HANCOCK
Notary Public - Notary Seal
STATE OF MISSOURI
JACKSON County
My Commission Expires: Oct. 5, 2029
Commission # 25586928

188

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Job Hilliard Sign: [signature]
Date: 5/30/26 Address: 1424 E Salisbury Rd Independence, MO 64050

R 2. Print: Julia Hilliard Sign: Julia Hilliard
Date: 5/30/26 Address: 1424 E. Salisbury Rd Independence, MO, 64050

R 3. Print: Patricia A. Campos Sign: Patricia A Campos
Date: 5/30/26 Address: 1616 N. Howard Dr. Indep. Mo 64050

R 4. Print: Charles L. Harris Sign: Charles L. Harris
Date: 5/30/26 Address: 1812 N. Howard Dr. Independence MO 64050

5. Print: ~~Greg Brown~~ Sign: ~~Greg Brown~~
~~Date:~~ ~~Address:~~

R 6. Print: Gregory J Brown Sign: Gregory J Brown
Date: 5/30/2026 Address: 1601 N Howard Dr Indep MO 64050

R 7. Print: Reana Brown Sign: Reana Brown
Date: 5/30/2026 Address: 1601 N. Howard Dr. Indep. MO. 64050

JD 8. Print: Amber Stewart Sign: Amber Stewart
Date: 05/30/26 Address: 1705 N Rogers St Independence, MO 64050

R 9. Print: Linda S Slusser Sign: Linda S Slusser
Date: 5/30/26 Address: 1801 N. Rogers Indep Mo 64050

R 10. Print: Tim Liston Sign: [signature]
Date: 5/30/26 Address: 1800 N. Rogers St Indep Mo 64050

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

(76)

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, TJ Otto
a Notary Public, for the State of Missouri, County of Jackson this 4 day of June, 2026.
Signature of notary: T. Otto
My Commission Expires: 01-19-2030

TJ OTTO
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 22232056
My Commission Expires 01-19-2030

189

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Deanna Crouch Sign: Deanna Crouch
Date: 6-3-26 Address: 1501 N Hocker Independence MO 64050

R 2. Print: Jeanna Crouch Sign: Jeanna Crouch
Date: 06-03-26 Address: 1501 N. Hocker Ave Independence MO 64050

R 3. Print: Lori J Badanisk Sign: Lori J Badanisk
Date: 6/3/26 Address: 412 E 3rd Dr S.

R 4. Print: SHELLY Salinas Sign: Shelly Salinas
Date: 6/3/26 Address: 410 E 3RD DR. S. Indep, MO 64050

R 5. Print: Marie Yvette Chavez Sign: Marie Yvette Chavez
Date: 6-3-2026 Address: 408 East 3rd Drive South Independence, MO 64050

SD 6. Print: David Blauvelt Sign:
Date: 6/3/26 Address: 406 E 3rd Dr S Indep MO 64050

SD 7. Print: Allyssa Blauvelt Sign: Allyssa Blauvelt
Date: 6/3/26 Address: 406 E 3rd Dr S Indep MO 64050

R 8. Print: Mindi Patterson Sign: Mindi Patterson
Date: 6/3/26 Address: 326 E 3rd Dr S. Independence, MO 64050

R 9. Print: Gracie Ward Sign: Gracie Ward
Date: 6-3-26 Address: 326 E 3rd Dr S, Independence, MO 64050

10. Print: ~~Tony~~ Sign:
Date: Address:

CIRCULATOR'S AFFIDAVIT: I, Joan M. Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 9 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition.

77

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, MO 64050
Subscribed and sworn to before me, TJ Otto
a Notary Public, for the State of Missouri, County of Jackson this
4 day of June, 2026.
Signature of notary: T. Otto
My Commission Expires: 01-19-2030

TJ OTTO
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 22232056
My Commission Expires 01-19-2030

190

Petition to Recall Council Member John Perkins Pursuant to Section 7.9 of the Charter of the City of Independence, MO

We, the undersigned registered voters of the 1st District of the City of Independence, Missouri, hereby petition for the recall of John Perkins, who currently serves as a member of the Independence City Council representing Council District 1.

Whereas, John Perkins failed to adequately represent his constituents when he voted in favor of Ordinance 26-019 to issue $150 billion in Industrial Development Revenue Bonds to Nebius for the construction of a hyperscale AI factory in Independence; and

Whereas, John Perkins failed to maintain transparency with the citizens of the 1st District during this process, attending only one town hall meeting regarding the issue held in the 2nd District, and not organized by his office, where he expressed frustration when questioned by residents about the project; and

Whereas, John Perkins did not advocate for the City to obtain an independent, registered environmental impact study regarding the proposed hyperscale AI facility on approximately 400 acres, despite concerns about pollution and environmental impacts associated with similar facilities nationwide; and

Whereas, John Perkins heard several hours of public testimony opposing the project on February 16th and March 2nd and subsequently voted in favor of the project; and

Whereas, these actions have diminished public confidence in John Perkins' ability to serve the residents of the 1st District effectively and in good faith;

Therefore, we respectfully request that a recall election be held so that the voters of the 1st District may determine whether John Perkins should be removed from office before the end of the current term.
Each signer of this petition affirms: I have personally signed this petition; I am a registered voter and qualified elector in the 1st district of the City of Independence, Missouri; and my registered voting address is correctly written after my name.

R 1. Print: Timothy Bolton Sign: [signature]
Date: 6/4/26 Address: 503 W Marcia Ave Independence Mo 64050

R 2. Print: Carol Schreiber Sign: Carol Schreiber 405 W Marcia
Date: 6/4/26 Address: 405 W. Marcia Independence, MO 64050

R 3. Print: Billie Knox Sign: Billie Knox
Date: 6-4-26 Address: 300 W Marcia ave. Independence MO. 64050

SD 4. Print: Dominick Tosatto Sign: [signature]
Date: 6/4/26 Address: 303 W Marcia ave. Independence, MO, 64050

R 5. Print: Candace Curry Sign: Candace Curry
Date: 6/4/26 Address: 402 W. Marcia Ave Independence, MO 64050

R 6. Print: Tarigene Doile Sign: Tarigene Doile
Date: 6/4/26 Address: 408 Marcia, Indep. MO 64050

R 7. Print: Jason C Lamb Sign: [signature]
Date: 6/4/26 Address: 600 W marcia ave, Indep. MO 64050

R 8. Print: Elizabeth Lamb Sign: [signature]
Date: 6/4/26 Address: 600 W. Marcia Ave Independence, MO 64050

R 9. Print: RYlee DUTTON Sign: RYlee Dutton
Date: 6/4/26 Address: 402 W marcia ave Indep. mo 64050

R 10. Print: DONALD DUTTON Sign: Donald Dutton
Date: 6-4-26 Address: 702 W MARCIA Independence Mo. 64050

CIRCULATOR'S AFFIDAVIT: I, Joan M Flanagan, the undersigned circulator of this petition and registered voter of the Independence, Missouri 1st Council District, and being first duly sworn, depose and state that (a) I personally circulated this petition which contains 10 signatures; (b) each person who signed and affixed his or her name hereto did so in my presence; (c) that I believe each signature to be the genuine signature of the person it purports to be; (d) that I believe that each person who signed this petition is a registered voter of the City of Independence, MO District 1 and wrote his or her name and registered voting address correctly; and (e) that each person who signed had an opportunity before signing to read the full text of this recall petition. (78)

Circulator's Signature: Joan M Flanagan
Circulator's Street Address: 624 S. Liberty St.
Circulator's City, State and Zip Code: Independence, Mo 64050
Subscribed and sworn to before me, Emma B. Mitchem
a Notary Public, for the State of Missouri, County of Jackson this 5th day of June, 2026.
Signature of notary: [signature]
My Commission Expires: 12.13.26

EMMA B MITCHEM
Notary Public - Notary Seal
Clay County - State of Missouri
Commission Number 22383040
My Commission Expires Dec 13, 2026

Memorandum

To: Mayor and Members of the City Council
Cc: City Manager
From: Joseph Hegendeffer, Director, Independence Power & Light
Date: 6/3/2026
Subject: Multiple Southwest Power Pool Delivery Point Assessments and associated Delivery Point Network Studies

---

Multiple Southwest Power Pool Delivery Point Assessments and associated Delivery Point Network Studies

The expenditure for multiple Southwest Power Pool (SPP) Delivery Point Assessments and associated Network Studies was approved by Council on April 20, 2026, not-to-exceed $600,000. These studies will identify any system upgrades needed to support new large-load customers, additional generation, and ongoing economic development.

The requested studies cover two phases of planned system modifications that include additional load requirements, additional generation requirements, and all transmission requirements:

- Phase 1 includes approximately 100 MW of new load.
- Phase 2 includes approximately 100 MW of additional new load, for a total of 200 MW of new load.

The City's recent development efforts include supporting new generation at the former Blue Valley site and a planned large data center at Eastgate Commerce Center. The SPP studies are necessary for IPL to meet its reliability and delivery obligations.

The following payments have been made to SPP for the required studies:

Date	Study	Cost of Study	Remaining Balance
04/20/26	*Council Approval - not-to-exceed $600,000*	-	$600,000
06/04/26	DPA-2026-May-2337-H Bly Road Phase 1	$120,000	$480,000
06/04/26	PLP-2026-May-0019-H Bly Road Phase 2	$110,000	$370,000

Memorandum

To: Mayor and Members of the City Council
Cc: City Manager
From: Joseph Hegendeffer, Director, Independence Power & Light
Date: 6/3/2026
Subject: Multiple Southwest Power Pool Delivery Point Assessments and associated Delivery Point Network Studies

---

Multiple Southwest Power Pool Delivery Point Assessments and associated Delivery Point Network Studies

The expenditure for multiple Southwest Power Pool (SPP) Delivery Point Assessments and associated Network Studies was approved by Council on April 20, 2026, not-to-exceed $600,000. These studies will identify any system upgrades needed to support new large-load customers, additional generation, and ongoing economic development.

The requested studies cover two phases of planned system modifications that include additional load requirements, additional generation requirements, and all transmission requirements:

- Phase 1 includes approximately 100 MW of new load.
- Phase 2 includes approximately 100 MW of additional new load, for a total of 200 MW of new load.

The City's recent development efforts include supporting new generation at the former Blue Valley site and a planned large data center at Eastgate Commerce Center. The SPP studies are necessary for IPL to meet its reliability and delivery obligations.

The following payments have been made to SPP for the required studies:

Date	Study	Cost of Study	Remaining Balance
04/20/26	*Council Approval - not-to-exceed $600,000*	-	$600,000
06/04/26	DPA-2026-May-2337-H Bly Road Phase 1	$120,000	$480,000
06/04/26	PLP-2026-May-0019-H Bly Road Phase 2	$110,000	$370,000

SPP Southwest Power Pool

Invoice

Remit to:
Southwest Power Pool, Inc. 201 Worthen Drive Little Rock, Arkansas 72223

Invoice
DPA-2026-May-2337-H Bly Road Phase 1

Invoice Date:
June 3rd, 2026

Due Date:
Due upon receipt

Bill to:
Independence Power and Light

Description:	Amount:
Request for payment DPA-2026-May-2337-H Bly Road Phase 1	$120,000.00
Total Due to SPP	**$120,000.00**

Please Wire or ACH payment to:
Southwest Power Pool
c/o US Bank N.A.
Routing/ABA Number: 082000549
Account Number: 151803489070

Delivery Point Network Study Agreement Number **DPA-2026-May-2337-H Bly Road Phase 1**

This Delivery Point Network Study Agreement ("Agreement"), dated as of **5/13/2026**, is made and entered by and between Southwest Power Pool, Inc. ("SPP") and **City of Independence, Missouri through Independence Power and Light** ("Requestor").

SPP and Requestor shall be referred to collectively as the "Parties."

WHEREAS, SPP is a Federal Energy Regulatory Commission ("FERC") approved Regional Transmission Organization administering transmission service;

WHEREAS, SPP has determined that the Requestor is an Eligible Customer and has made a valid Request for Change in Local Delivery Facilities in accordance with the SPP Open Access Transmission Tariff ("Tariff") filed with the FERC;

WHEREAS, the Requestor has provided to SPP a deposit in accordance with Attachment AQ to the Tariff;

WHEREAS, SPP shall assess the impact on the Transmission System caused by modifying an existing delivery point or establishing a new delivery point;

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff unless otherwise specified herein; and

NOW, THEREFORE, in consideration of the mutual agreements herein, the Parties agree as follows:

1.0 Performance of Study

SPP agrees to provide all necessary labor, facilities, transportation and supervision necessary to perform the Delivery Point Network Study ("DPNS") to evaluate the impact on the Transmission System caused by modifying an existing delivery point or establishing a new delivery point. SPP shall use its sole discretion as to the scope, details and methods used to perform the DPNS.

The Requestor agrees to compensate SPP in accordance with Sections 8.0 and 9.0 of this Agreement and Attachment AQ to the Tariff. The Requestor shall provide information as requested by SPP.

2.0 Scope of Study

A teleconference meeting between SPP and the Requestor, if necessary, shall be held as soon as practical after execution of this Agreement to: (a) review the application, the DPNS, and any known issue that could affect the scope of the DPNS; and (b) develop a scope of DPNS.

The results of the study will identify transmission facilities required to deliver the service that the Applicant has requested and an estimated date the upgrade will be completed and in-service.

Factors to be considered in determining the facilities to be added to the Transmission System will include, but not be limited to, the following:

1. Delivery Point Network Study results;
2. Projected load and resource forecast;
3. Reliability requirements of the existing system based on the criteria of SPP and the Transmission

Owner;
4. Requirements of any other party whose facilities in the interconnected transmission network are materially affected by the service requested; and
5. Summary of time for permits, licenses and approvals required for construction to commence and projected time required to construct the facility.

3.0 Engineering Standards

The facility design proposed in the study will use the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to produce the desired result at the lowest reasonable cost consistent with Good Utility Practices, reliability, safety and expedience. Good Utility Practice is not intended to be limited to the optimum practice method or act to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts.

In all cases, system addition(s) to the electric supply facilities shall maintain or improve the SPP transmission reliability.

4.0 Results of Study

In accordance with Attachment AQ to the Tariff, SPP and Host Transmission Owner shall conduct all necessary studies associated with the delivery point change. In the event that the requested change in delivery point configuration results in significant impact on the Transmission System, SPP will coordinate the studies necessary to evaluate such addition or modification to determine the details and estimated cost of facilities necessary for establishing the requested delivery point and any system additions/upgrades needed to address the impact.

A study report containing results of the DPNS will be issued. The report will include the following, as applicable:

1. Summary of impacted facilities;
2. General descriptions of the existing and proposed facilities;
3. System capabilities;
4. System reliability;
5. Estimated date the transmission upgrade(s) will be completed and in-service;
6. Potential start dates of service; and
7. Third party facilities required if applicable.

5.0 Ownership of Results

Reports, summaries, plans and other documents arising out of this Agreement shall become the property of SPP. All studies, computer input and output data, planning, operating and other documents, workpapers, assumptions, and any other material shall remain in the files of SPP.

6.0 Nondisclosure of Information

The Requestor and SPP shall consider all information provided by SPP and the Requestor and all supporting work papers resulting from SPP's performance of the services to be proprietary unless such information is available from public sources. Neither the Requestor nor SPP shall publish or disclose proprietary information for any purpose without the prior written consent of the other, except disclosures required by law. SPP's nondisclosure obligation, however, is subject to SPP's compliance with

all applicable regulations and orders.

7.0 Information Requests

SPP may require additional information regarding the Requestor's proposed transactions on the SPP transmission system. The Requestor shall furnish within ten (10) days, written responses to reasonable requests for information submitted by SPP.

8.0 Rates

The Requestor will pay SPP the actual cost to complete the DPNS and to make an advance deposit equal to the estimated study cost or $10,000.00, whichever is less.

The Requestor will be charged the current salary or wage rates, including overheads for the personnel performing the study. Expenses that are directly chargeable to the study shall be determined by SPP. Typical expenses include, but are not limited to, the following:

1. Subcontracted services;
2. Long distance telephone calls;
3. Computer operating time at established rate;
4. Printing and reproduction expense; and
5. Reasonable travel and living expense.

The estimated study cost is based on SPP's estimate of the actual cost and time for the completion of the DPNS. SPP may not incur charges in excess of $25,000.00 without the prior written consent of the Requestor, provided that if the Requestor does not agree to reimburse SPP for costs in excess of this cap and SPP must incur such costs in excess of the cap, SPP may cease work on the study.

9.0 Payments

Upon completion of the DPNS, the Requestor shall reimburse SPP for the unpaid cost of the DPNS if the cost of the study exceeds the deposit. SPP shall refund the Requestor, with interest, any portion of the deposit that exceeds the cost of the DPNS.

The Requestor shall pay the full amount of the cost of the study within 30 days of the receipt of the invoice. Payments made after the 30-day period shall include interest as provided in Section 7.2 of the Tariff.

10.0 Notices

All notices hereunder shall be in writing and shall be delivered to the parties at the following addresses:

SPP:

Southwest Power Pool, Inc.
ATTN: AQ Studies
201 Worthen Drive
Little Rock, AR 72223

Requestor: **City of Independence, Missouri through Independence Power and Light**
ATTN: **Daniel Benedict**

Such notices shall be deemed to have been served when personally delivered or upon receipt as evidenced by a facsimile, U.S. Postal Service receipt of mail, evidence of delivery by a private express mail service, or electronic mail receipt.

11.0 Choice of Law

This Agreement shall be governed by the Federal laws of the United States, and to the extent not inconsistent with Federal law, the laws of the State of Arkansas.

12.0 Force Majeure

An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither SPP, Transmission Owners, nor the Requestor will be considered in default as to any obligation under the Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under the Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under the Tariff.

13.0 Indemnity

Indemnification shall be as provided in Section 10.3 of the Tariff.

14.0 Severability

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless granted in writing. In the event that any provision herein shall be illegal or unenforceable, such provision shall be severed from the Agreement. The entire agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

15.0 Damages

Notwithstanding anything contained herein to the contrary, in no event shall either party hereto be liable to the other for any consequential, punitive, incidental or exemplary damages.

16.0 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with reference to the DPNS provided for herein, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the DPNS. The Requestor shall execute and return this Agreement to SPP in accordance with Attachment AQ to the Tariff. This Agreement should be returned executed via facsimile to SPP at 501-821-3198, by postal mail at the address listed in Section 10, or by email to AQ-DeliveryPoints@spp.org.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officials.

Southwest Power Pool, Inc.:

By:	Natashia Henderson	Senior Director, Grid Asset Utilization	5/13/2026
	Name	Title	Date

Requestor:

By:		Director, IPL	5/14/26
	Name	Title	Date

High Impact Large Load Delivery Point Study Agreement Number **HDPSA-2026-May-23 y Road Phase 1**

This High Impact Large Load Delivery Point Study ("HDPS") Agreement ("Agreement"), dated as 5/8/2026, is made and entered by and between Southwest Power Pool, Inc. ("SPP") and City of Independence, MO ("Requestor"). SPP and Requestor shall be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties enter into this Agreement to enable SPP to assess the impacts on the Transmission System caused by the establishment of a new High Impact Large Load delivery point. SPP revision request number 696, which was approved by the Federal Energy Reliability Commission ("FERC") and made effective on January 15, 2026, established Attachment BA of the SPP Open Access Transmission Tariff ("Tariff"). Attachment BA of the Tariff allows SPP to perform supplement analysis to determine the impacts of any new High Impact Large Load delivery points along with various other requirements. This will be supplemental analysis that will be necessary for those High Impact Large Load delivery points requesting service pursuant to Attachment AQ and Attachment AX.

WHEREAS, SPP is a Commission approved Regional Transmission Organization administering transmission service;

WHEREAS, the Requestor has provided to SPP a study deposit of $100,000 and a non-refundable application fee in the amount of $10,000 in accordance with the SPP Board approved Attachment BA to the Tariff;

WHEREAS, the Requestor has agreed to provide an additional $200,000 if SPP determines the need to perform a detailed Electromagnetic Transient (EMT) study, unless the Requestor withdraws this request pursuant to Attachment BA;

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff unless otherwise specified herein; and

NOW, THEREFORE, in consideration of the mutual agreements herein, the Parties agree as follows:

1.0 Performance of Study

SPP agrees to provide all necessary labor, facilities, transportation and supervision necessary to perform the HDPS to evaluate the impact on the Transmission System caused by establishing a new High Impact Large Load delivery point. SPP shall use its sole discretion as to the scope, details and methods used to perform the HDPS.

The Requestor agrees to compensate SPP in accordance with Sections 8.0 and 9.0 of this Agreement and Board approved Attachment BA to the Tariff. The Requestor shall provide information as requested by SPP.

2.0 Scope of Study

A teleconference meeting between SPP and the Requestor, if necessary, shall be held as soon as practical

after execution of this Agreement to: (a) review the application, the HDPS, and any known issue that could affect the scope of the HDPS; and (b) develop a scope of HDPS.

The results of the HDPS will identify transmission facilities required to deliver the service that the Requestor has requested and an estimated date the upgrade will be completed and in-service.

Factors to be considered in determining the facilities to be added to the Transmission System will include, but not be limited to, the following:

1. HDPS results;
2. Projected load and resource forecast; Reliability requirements of the existing system based on the criteria of SPP and the Transmission Owner;
3. Requirements of any other party whose facilities in the interconnected transmission network are materially affected by the service requested; and
4. Summary of time for permits, licenses and approvals required for construction to commence and projected time required to construct the facility.

3.0 Engineering Standards

The facility design proposed in the study will use the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to produce the desired result at the lowest reasonable cost consistent with Good Utility Practices, reliability, safety and expedience. Good Utility Practice is not intended to be limited to the optimum practice method or act to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts.

In all cases, system addition(s) to the electric supply facilities shall maintain or improve the SPP transmission reliability.

4.0 Results of Study

In accordance with Board approved Attachment AB to the Tariff, SPP and Host Transmission Owner shall conduct all necessary studies associated with the delivery point change. In the event that the requested change in delivery point configuration results in significant impact on the Transmission System, SPP will coordinate the studies necessary to evaluate such addition or modification to determine the details and estimated cost of facilities necessary for establishing the requested delivery point and any system additions/upgrades needed to address the impact.

A study report containing results of the HDPS will be issued. The report will include the following, as applicable:

1. Summary of impacted facilities;
2. General descriptions of the existing and proposed facilities;
3. System capabilities;
4. System reliability;
5. Estimated date the transmission upgrade(s) will be completed and in-service;
6. Potential start dates of service; and
7. Third party facilities required if applicable.

5.0 Ownership of Results

Reports, summaries, plans and other documents arising out of this Agreement shall become the property of SPP. All studies, computer input and output data, planning, operating and other documents, workpapers,

assumptions, and any other material shall remain in the files of SPP.

6.0 Nondisclosure of Information

The Requestor and SPP shall consider all information provided by SPP and the Requestor and all supporting work papers resulting from SPP's performance of the services to be proprietary unless such information is available from public sources. Neither the Requestor nor SPP shall publish or disclose proprietary information for any purpose without the prior written consent of the other, except disclosures required by law. SPP's nondisclosure obligation, however, is subject to SPP's compliance with all applicable regulations and orders.

7.0 Information Requests

SPP may require additional information regarding the Requestor's proposed transactions on the SPP Transmission System. The Requestor shall furnish within ten (10) days, written responses to reasonable requests for information submitted by SPP.

8.0 Rates

The Requestor will pay SPP the actual cost to complete the HDPS and agrees to make an advance deposit of $100,000.00. Additionally, the Requestor will pay SPP an non-refundable application fee of $10,000. If SPP determines that a detailed EMT study is required, the Requestor agrees to make an additional study deposit of $200,000.00.

The Requestor will be charged the current salary or wage rates, including overheads for the personnel performing the study. Expenses that are directly chargeable to the study shall be determined by SPP. Typical expenses include, but are not limited to, the following:

1. Subcontracted services;
2. Long distance telephone calls;
3. Computer operating time at established rate;
4. Printing and reproduction expense; and
5. Reasonable travel and living expense.

The estimated study cost is based on SPP's estimate of the actual cost and time for the completion of the HDPS. SPP may not incur charges in excess of $100,000.00 or if SPP identifies the need for detailed EMT studies SPP may not incur charges in excess of $200,000.00 without the prior written consent of the Requestor, provided that if the Requestor does not agree to reimburse SPP for costs in excess of this cap and SPP must incur such costs in excess of the cap, SPP may cease work on the study.

9.0 Payments

Upon completion of the HDPS, the Requestor shall reimburse SPP for the unpaid cost of the HDPS if the cost of the study exceeds the deposit. SPP shall refund the Requestor, with interest, any portion of the deposit that exceeds the cost of the HDPS.

The Requestor shall pay the full amount of the cost of the study within thirty (30) days of the receipt of the invoice. Payments made after the thirty (30) day period shall include interest as provided in Section 7.2 of the Tariff.

10.0 Notices

All notices hereunder shall be in writing and shall be delivered to the parties at the following addresses:

SPP:

Southwest Power Pool, Inc. ATTN: AQ Studies
201 Worthen Drive Little Rock, AR 72223

Requestor: City of Independence, MO Independence Power and Light
ATTN: Daniel Benedict

Such notices shall be deemed to have been served when personally delivered or upon receipt as evidenced by a facsimile, U.S. Postal Service receipt of mail, evidence of delivery by a private express mail service, or electronic mail receipt.

11.0 Choice of Law

This Agreement shall be governed by the Federal laws of the United States, and to the extent not inconsistent with Federal law, the laws of the State of Arkansas.

12.0 Force Majeure

An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither SPP, Transmission Owners, nor the Requestor will be considered in default as to any obligation under the Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under the Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under the Tariff.

13.0Indemnity

Indemnification shall be as provided in Section 10.3 of the Tariff.

14.0 Severability

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless granted in writing. In the event that any provision herein shall be illegal or unenforceable, such provision shall be severed from the Agreement. The entire agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

15.0 Damages

Notwithstanding anything contained herein to the contrary, in no event shall either party hereto be liable to the other for any consequential, punitive, incidental or exemplary damages.

16.0 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with reference to the HDPS provided for herein, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the HDPS. This Agreement should be returned executed via facsimile to SPP at 501-821-3198, by postal mail at the address listed in Section 10, or by email to AQ-

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officials.

Southwest Power Pool, Inc.:

By:	Natasha Henderson	Senior Director, Grid Asset Utilization	5/8/2026
	Name	Title	Date

Requestor:

By:	[signature]	Director, IPL	4/3/26
	Name	Title	Date

PO 26001787 6/4/26

Invoice

Remit to:
Southwest Power Pool, Inc. 201 Worthen Drive Little Rock, Arkansas 72223

Invoice
PLP-2026-May-0019-H Bly Road Phase 2

Invoice Date:
June 3rd, 2026

Due Date:
Due upon receipt

Bill to:
Independence Power and Light

Description:	Amount:
Request for payment PLP-2026-May-0019-H Bly Road Phase 2	$110,000.00
Total Due to SPP	**$110,000.00**

Please Wire or ACH payment to:
Southwest Power Pool
c/o US Bank N.A.
Routing/ABA Number: 082000549
Account Number: 151803489070

Provisional Load Process Study Agreement Number: PLP-2026-May-0019-H Bly Road Phase 2

This Provisional Load Process Study Agreement (Agreement), dated as of **5/8/2026**, is made and entered by and between Southwest Power Pool, Inc. (SPP) and **City of Independence, Missouri, through Independence Power and Light**, (Requestor). SPP and Requestor shall be referred to collectively as the "Parties."

WHEREAS, SPP is a Federal Energy Regulatory Commission (FERC) approved Regional Transmission Organization administering transmission service;

WHEREAS, SPP has determined that the Requestor is an Eligible Customer and has made a valid Request for a Provisional Load Process Study (PLPS);

WHEREAS, the Requestor has agreed to pay the cost of the study after completion;

WHEREAS, SPP shall: (a) identify any system problems or constraints associated with the implementation of the Provisional Load Request (b) determine potential system modifications that might be necessary to facilitate the delivery of energy into, out of or across the transmission grid while maintaining system reliability (c) estimate the costs associated with those potential system modifications; and

NOW, THEREFORE, in consideration of the mutual agreements herein, the Parties agree as follows:

1.0 Defined Terms Used in This Agreement

Capitalized terms not otherwise defined in this Agreement shall have the meaning given to them by the SPP Open Access Transmission Tariff ("Tariff").

2.0 Performance of Provisional Load Process Study

SPP agrees to provide all necessary labor, facilities, transportation and supervision necessary to perform the PLPS to evaluate the impact on the Transmission System caused by modifying an existing delivery point or establishing a new delivery point. Transmission Service may be granted as a result of this PLPS. SPP shall use its sole discretion as to the scope, details and methods used to perform the PLPS.

The Requestor agrees to compensate SPP in accordance with Sections 9.0 and 10.0 of this Agreement. The Requestor shall provide information as requested by SPP.

3.0 Scope of Provisional Load Process Study

A teleconference meeting between SPP and the Requestor, if necessary, shall be held as soon as practical after execution of this Agreement to: (a) review the application and any known issue that could affect the scope of the PLPS; (b) develop a scope of PLPS; and (c) set a target study due date approximately ninety (90)

days from the scoping call. The PLPS will perform the following analysis as requested:

- Steady State Analysis (ACCC and P3)
- Short Circuit Analysis, and
- Stability Analysis

The results of the PLPS will identify potential transmission facilities required to deliver the service that the Requestor has requested and an estimated date the potential upgrade would be needed.

Factors to be considered in determining the facilities to be added to the Transmission System will include, but not be limited to, the following:

1. PLPS results;
2. Projected load and resource forecast (including planned generation);
3. Reliability requirements of the existing system based on the criteria of SPP and the Transmission Owner, and;
4. Requirements of any other party whose facilities in the interconnected transmission network are materially affected by the service requested.

4.0 Engineering Standards

The facility design proposed in the PLPS will use the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to produce the desired result at the lowest reasonable cost consistent with Good Utility Practices, reliability, safety and expedience. Good Utility Practice is not intended to be limited to the optimum practice method or act to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts.

In all cases, system addition(s) to the electric supply facilities shall maintain or improve the SPP transmission reliability.

5.0 Results of Provisional Load Process Study

SPP shall conduct all requested studies associated with the modification or establishment of the delivery point. In the event that the requested modification or establishment of the delivery point results in significant impact on the Transmission System, SPP will coordinate the studies necessary to evaluate such addition or modification to determine the details and estimated cost of potential facilities necessary for establishing the requested modification or establishment of the delivery point and any potential system additions/upgrades needed to address the impact.

A PLPS report containing results of the PLPS will be issued. The report will include the following, as applicable:

1. Summary of impacted facilities;
2. General descriptions of the existing and proposed facilities;
3. System capabilities;
4. System reliability;
5. Generator Outlet Facilities
6. Estimated date the potential transmission upgrade(s) will be needed;
7. Potential start dates of service; and
8. Third party facilities required if applicable.

6.0 Ownership of Results

Reports, summaries, plans and other documents arising out of this Agreement shall become the property of SPP. All studies, computer input and output data, planning, operating and other documents, workpapers, assumptions, and any other material shall remain in the files of SPP.

7.0 Nondisclosure of Information

The Requestor and SPP shall consider all information provided by SPP and the Requestor and all supporting work papers resulting from SPP's performance of the services to be confidential unless such information is available from public sources. Neither the Requestor nor SPP shall publish or disclose confidential information for any purpose without the prior written consent of the other, except disclosures required by law. SPP's nondisclosure obligation, however, is subject to SPP's compliance with all applicable regulations and orders.

8.0 Information Requests

SPP may require additional information regarding the Requestor's proposed transactions on the SPP Transmission System. The Requestor shall furnish within ten (10) days, written responses to reasonable requests for information submitted by SPP.

9.0 Rates

The Requestor will pay SPP the actual cost to complete the PLPS after completion of the study.

The Requestor will be charged the current salary or wage rates, including overheads for the personnel performing the study. Expenses that are directly chargeable to the study shall be determined by SPP.

10.0 Payments

Upon completion of the PLPS, the Requestor shall compensate SPP for the cost of the PLPS. The Requestor shall pay the full amount of the cost of the study within thirty (30) days of receipt of the PLPS report. Payments made after the thirty (30) day period shall include interest as provided in Section 7.2 of the Tariff.

11.0 Notices

All notices hereunder shall be in writing and shall be delivered to the parties at the following addresses:

SPP:

Southwest Power Pool, Inc.
ATTN: PLPS Studies
201 Worthen Drive
Little Rock, AR 72223

Requestor: City of Independence, Missouri, through Independence Power and Light
ATTN: Daniel Benedict

Such notices shall be deemed to have been served when personally delivered or upon receipt as

evidenced by a facsimile, U.S. Postal Service receipt of mail, evidence of delivery by a private express mail service, or electronic mail receipt.

12.0 Choice of Law

This Agreement shall be governed by the Federal laws of the United States, and to the extent not inconsistent with Federal law, the laws of the State of Arkansas.

13.0 Force Majeure

An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither SPP, Transmission Owners, nor the Requestor will be considered in default as to any obligation under the Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under the Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under the Tariff.

14.0 Indemnity

Indemnification shall be as provided in Section 10.3 of the Tariff.

14.0 Severability

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless granted in writing. In the event that any provision herein shall be illegal or unenforceable, such provision shall be severed from the Agreement. The entire agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

15.0 Damages

Notwithstanding anything contained herein to the contrary, in no event shall either party hereto be liable to the other for any consequential, punitive, incidental or exemplary damages.

16.0 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with reference to the PLPS provided for herein, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the PLPS. The Requestor shall execute and return this Agreement to SPP for commencement of the PLPS.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officials.

Southwest Power Pool, Inc.:

By:	Natashia Henderson	Senior Director, Grid Asset Utilization	5/8/2026
	Name	Title	Date

Requestor:

By:	Joseph Hegendeffer Joseph Hegendeffer (May 1, 2026 15:20:13 CDT)	Director - IPL	01/05/26
	Name	Title	Date

Provisional Load Process Study Agreement - Bly Road Phase 2

Final Audit Report 2026-05-01

Created:	2026-05-01
By:	Heather Starnes (hstarnes1969@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4xqGOS21UjpRrZ079S87LJcVhAhzqZ07

"Provisional Load Process Study Agreement - Bly Road Phase 2 " History

Document created by Heather Starnes (hstarnes1969@gmail.com)
2026-05-01 - 7:25:43 PM GMT

Document emailed to Joe Hegendeffer (jhegendeffer@indepmo.org) for signature
2026-05-01 - 7:25:47 PM GMT

Email viewed by Joe Hegendeffer (jhegendeffer@indepmo.org)
2026-05-01 - 8:19:23 PM GMT

Signer Joe Hegendeffer (jhegendeffer@indepmo.org) entered name at signing as Joseph Hegendeffer
2026-05-01 - 8:20:11 PM GMT

Document e-signed by Joseph Hegendeffer (jhegendeffer@indepmo.org)
Signature Date: 2026-05-01 - 8:20:13 PM GMT - Time Source: server

Agreement completed.
2026-05-01 - 8:20:13 PM GMT

High Impact Large Load Delivery Point Study Agreement Number **HDPSA-2026-May-0019-H Bly Road Phase 2**

This High Impact Large Load Delivery Point Study ("HDPS") Agreement ("Agreement"), dated as **5/8/2026**, is made and entered by and between Southwest Power Pool, Inc. ("SPP") and City of Independence, Missouri through Independence Power and Light ("Requestor"). SPP and Requestor shall be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties enter into this Agreement to enable SPP to assess the impacts on the Transmission System caused by the establishment of a new High Impact Large Load delivery point. SPP revision request number 696, which was approved by the Federal Energy Reliability Commission ("FERC") and made effective on January 15, 2026, established Attachment BA of the SPP Open Access Transmission Tariff ("Tariff"). Attachment BA of the Tariff allows SPP to perform supplement analysis to determine the impacts of any new High Impact Large Load delivery points along with various other requirements. This will be supplemental analysis that will be necessary for those High Impact Large Load delivery points requesting service pursuant to Attachment AQ and Attachment AX.

WHEREAS, SPP is a Commission approved Regional Transmission Organization administering transmission service;

WHEREAS, the Requestor has provided to SPP a study deposit of $100,000 and a non-refundable application fee in the amount of $10,000 in accordance with the SPP Board approved Attachment BA to the Tariff;

WHEREAS, the Requestor has agreed to provide an additional $200,000 if SPP determines the need to perform a detailed Electromagnetic Transient (EMT) study, unless the Requestor withdraws this request pursuant to Attachment BA;

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff unless otherwise specified herein; and

NOW, THEREFORE, in consideration of the mutual agreements herein, the Parties agree as follows:

1.0 Performance of Study

SPP agrees to provide all necessary labor, facilities, transportation and supervision necessary to perform the HDPS to evaluate the impact on the Transmission System caused by establishing a new High Impact Large Load delivery point. SPP shall use its sole discretion as to the scope, details and methods used to perform the HDPS.

The Requestor agrees to compensate SPP in accordance with Sections 8.0 and 9.0 of this Agreement and Board approved Attachment BA to the Tariff. The Requestor shall provide information as requested by SPP.

2.0 Scope of Study

A teleconference meeting between SPP and the Requestor, if necessary, shall be held as soon as practical after execution of this Agreement to: (a) review the application, the HDPS, and any known issue that could affect the scope of the HDPS; and (b) develop a scope of HDPS.

The results of the HDPS will identify transmission facilities required to deliver the service that the Requestor has requested and an estimated date the upgrade will be completed and in-service.

Factors to be considered in determining the facilities to be added to the Transmission System will include, but not be limited to, the following:

1. HDPS results;
2. Projected load and resource forecast; Reliability requirements of the existing system based on the criteria of SPP and the Transmission Owner;
3. Requirements of any other party whose facilities in the interconnected transmission network are materially affected by the service requested; and
4. Summary of time for permits, licenses and approvals required for construction to commence and projected time required to construct the facility.

3.0 Engineering Standards

The facility design proposed in the study will use the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to produce the desired result at the lowest reasonable cost consistent with Good Utility Practices, reliability, safety and expedience. Good Utility Practice is not intended to be limited to the optimum practice method or act to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts.

In all cases, system addition(s) to the electric supply facilities shall maintain or improve the SPP transmission reliability.

4.0 Results of Study

In accordance with Board approved Attachment AB to the Tariff, SPP and Host Transmission Owner shall conduct all necessary studies associated with the delivery point change. In the event that the requested change in delivery point configuration results in significant impact on the Transmission System, SPP will coordinate the studies necessary to evaluate such addition or modification to determine the details and estimated cost of facilities necessary for establishing the requested delivery point and any system additions/upgrades needed to address the impact.

A study report containing results of the HDPS will be issued. The report will include the following, as applicable:

1. Summary of impacted facilities;
2. General descriptions of the existing and proposed facilities;
3. System capabilities;
4. System reliability;
5. Estimated date the transmission upgrade(s) will be completed and in-service;
6. Potential start dates of service; and
7. Third party facilities required if applicable.

5.0 Ownership of Results

Reports, summaries, plans and other documents arising out of this Agreement shall become the property

of SPP. All studies, computer input and output data, planning, operating and other documents, workpapers, assumptions, and any other material shall remain in the files of SPP.

6.0 Nondisclosure of Information

The Requestor and SPP shall consider all information provided by SPP and the Requestor and all supporting work papers resulting from SPP's performance of the services to be proprietary unless such information is available from public sources. Neither the Requestor nor SPP shall publish or disclose proprietary information for any purpose without the prior written consent of the other, except disclosures required by law. SPP's nondisclosure obligation, however, is subject to SPP's compliance with all applicable regulations and orders.

7.0 Information Requests

SPP may require additional information regarding the Requestor's proposed transactions on the SPP Transmission System. The Requestor shall furnish within ten (10) days, written responses to reasonable requests for information submitted by SPP.

8.0 Rates

The Requestor will pay SPP the actual cost to complete the HDPS and agrees to make an advance deposit of $100,000.00. Additionally, the Requestor will pay SPP an non-refundable application fee of $10,000. If SPP determines that a detailed EMT study is required, the Requestor agrees to make an additional study deposit of $200,000.00.

The Requestor will be charged the current salary or wage rates, including overheads for the personnel performing the study. Expenses that are directly chargeable to the study shall be determined by SPP. Typical expenses include, but are not limited to, the following:

1. Subcontracted services;
2. Long distance telephone calls;
3. Computer operating time at established rate;
4. Printing and reproduction expense; and
5. Reasonable travel and living expense.

The estimated study cost is based on SPP's estimate of the actual cost and time for the completion of the HDPS. SPP may not incur charges in excess of $100,000.00 or if SPP identifies the need for detailed EMT studies SPP may not incur charges in excess of $200,000.00 without the prior written consent of the Requestor, provided that if the Requestor does not agree to reimburse SPP for costs in excess of this cap and SPP must incur such costs in excess of the cap, SPP may cease work on the study.

9.0 Payments

Upon completion of the HDPS, the Requestor shall reimburse SPP for the unpaid cost of the HDPS if the cost of the study exceeds the deposit. SPP shall refund the Requestor, with interest, any portion of the deposit that exceeds the cost of the HDPS.

The Requestor shall pay the full amount of the cost of the study within thirty (30) days of the receipt of the invoice. Payments made after the thirty (30) day period shall include interest as provided in Section 7.2 of the Tariff.

10.0 Notices

All notices hereunder shall be in writing and shall be delivered to the parties at the following addresses:

SPP:

Southwest Power Pool, Inc. ATTN: AQ Studies
201 Worthen Drive Little Rock, AR 72223

Requestor: City of Independence, Independence Power and Light
ATTN: Daniel Benedict

Such notices shall be deemed to have been served when personally delivered or upon receipt as evidenced by a facsimile, U.S. Postal Service receipt of mail, evidence of delivery by a private express mail service, or electronic mail receipt.

11.0 Choice of Law

This Agreement shall be governed by the Federal laws of the United States, and to the extent not inconsistent with Federal law, the laws of the State of Arkansas.

12.0 Force Majeure

An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither SPP, Transmission Owners, nor the Requestor will be considered in default as to any obligation under the Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under the Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under the Tariff.

13.0 Indemnity

Indemnification shall be as provided in Section 10.3 of the Tariff.

14.0 Severability

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless granted in writing. In the event that any provision herein shall be illegal or unenforceable, such provision shall be severed from the Agreement. The entire agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

15.0 Damages

Notwithstanding anything contained herein to the contrary, in no event shall either party hereto be liable to the other for any consequential, punitive, incidental or exemplary damages.

16.0 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with reference to the HDPS provided for herein, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the HDPS. This Agreement should be returned executed via facsimile

to SPP at 501-821-3198, by postal mail at the address listed in Section 10, or by email to AQ-DeliveryPoints@spp.org.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officials.

Southwest Power Pool, Inc.:

By:	Natasha Henderson	Senior Director, Grid Asset Utilization	5/8/2026
	Name	Title	Date

Requestor:

B:	Joseph Hegendeffer Joseph Hegendeffer (May 1, 2026 15:20:56 CDT)	Director - IPL	01/05/26
	Name	Title	Date

High Impact Large Load Delivery Point Study Agreement - Bly Road Phase 2

Final Audit Report 2026-05-01

Created:	2026-05-01
By:	Heather Starnes (hstarnes1969@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwbK3gc-T_JxbSjnds03PQVe6p-eFc_Vl

"High Impact Large Load Delivery Point Study Agreement - Bly Road Phase 2" History

Document created by Heather Starnes (hstarnes1969@gmail.com)
2026-05-01 - 7:31:46 PM GMT

Document emailed to Joe Hegendeffer (jhegendeffer@indepmo.org) for signature
2026-05-01 - 7:31:50 PM GMT

Email viewed by Joe Hegendeffer (jhegendeffer@indepmo.org)
2026-05-01 - 8:20:27 PM GMT

Signer Joe Hegendeffer (jhegendeffer@indepmo.org) entered name at signing as Joseph Hegendeffer
2026-05-01 - 8:20:54 PM GMT

Document e-signed by Joseph Hegendeffer (jhegendeffer@indepmo.org)
Signature Date: 2026-05-01 - 8:20:56 PM GMT - Time Source: server

Agreement completed.
2026-05-01 - 8:20:56 PM GMT

Adobe Acrobat Sign