City Council Regular Meeting

July 6, 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 Steve Kellogg from the Beacon Heights Community of Christ

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION RESOLUTIONS

1. 26-751 A resolution recognizing Heather Urie, Animal Control Officer in the Health & Animal Services Department, as the ISTAR Award recipient for the month of July 2026 **Item passes 7-0 Res. No. 7236**

PROCLAMATIONS

1. A proclamation designating July as Parks and Recreation Month

CITIZEN REQUESTS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes from the June 1st and June 15th regular city council meetings **Approved**

2. Council action is requested to expend $4,340,000 for fuel and fuel oil purchases for fiscal year 2026-2027 to Frazier Oil & LP Gas Company, Inc. **Approved**

3. Council action is requested to expend $115,281.96 in purchase orders for fiscal year 2026-2027 to AVI-SPL for the continuation of licensing and vendor support for the utility customer service call center telephone system. **Approved**

4. Council action is requested to expend $178,215.46 in purchase orders for fiscal year 2026-2027 to Azteca Systems, LLC, for Cityworks software licensing. **Approved**

5. Council action is requested to issue a purchase order to Advanced Utility Systems in the amount of $274,093.91 for the annual maintenance and support of the City's utility customer information and billing system. **Approved**

6. Council action is requested to authorize a twelve-month contract between the City of Independence and the Kansas City Area Transportation Authority (KCATA) for the provision of transit services for the period of July 1, 2026 through June 30, 2027, and authorize the City Manager to execute the agreement. **Approved**

7. Council action is requested to authorize the City Manager to approve a construction contract with All Pro Asphalt & Maintenance, LLC for an amount not to exceed $107,239.19, and authorize up to ten percent (10%) of the authorized amount for crack-filling operations as part of the Pavement Preventative Maintenance Operations Project (No. 112201-15). **Approved**

8. Council action is requested to authorize the City Manager to approve Change Order #1 to the existing design services contract (PO#26000236) with Olsson Associates, for a revised contract amount not to exceed $208,755, and authorizing change orders up to ten percent (10%) of the authorized amount, for additional engineering services as part of the Sanitary Sewer Main Relocation from Streambanks Project (No. 302203). **Approved**

9. Council action is requested to authorize the expenditure of $743,000 for Fiscal Year 2026-2027 to USIC Locating Services, Inc., and authorizing ten percent (10%) of the authorized amount for future change orders, for utility locating services provided to the Municipal Services and Power & Light Departments. **Approved**

10. Council action is requested to issue a $1,300,000 purchase order and to authorize change orders of up to ten percent (10%) of the authorized amount, for fiscal year 2026-2027 to John Moore Oil Company for fuel oil purchases for the Power & Light Department (IPL). **Approved**

11. Council action is requested to issue a purchase order to Professional Turf Products in the amount of $154,579.25, for a Toro Groundmaster 5900 Mower for the Parks and

Recreation Department. **Approved**

12. Council action is requested to authorize the City Manager to approve a construction contract with Earthworks Excavation & Associates, LLC, for an amount not to exceed $1,124,903.48, and authorizing a ten percent (10%) contingency of the authorized amount, for the 6" Consolidated Main Replacement along Sheley Rd. project as part of the Water Main Replacement Program (No. 9749). **Approved**

13. Council action is requested to issue a purchase order for $723,336 to Enterprise FM Trust for 88 Vehicle Leases, and authorizing ten percent (10%) of the authorized amount for future change orders, for the Central Garage Division of the Municipal Services Department. **Approved**

14. Council action is requested to expend $700,000 to various vendors to supply ductile iron pipe, gate valves, and fittings for the Water Construction Maintenance Division of the Municipal Services Department for Fiscal Year 2026-2027, and authorizing future change orders of up to ten percent (10%) of the requested amount. **Approved**

15. Council action is requested to authorize the City Manager to issue a purchase order to KP Electric Co., in the amount of $407,000, and authorizing a ten percent (10%) contingency of the authorized amount, for the purchase of a new transformer for the Courtney Bend Water Treatment Plant as part of the Emergency Power Generation Project (No. 402007). **Approved**

RESOLUTIONS

1. 26-740 A resolution directing the City Manager to explore ways to fund and support city-owned Historic Sites (*Sponsored by Councilmember Perkins*) **Item passes 7-0 Res. No. 7237**

2. 26-741 A resolution declaring a 180-day moratorium on the processing of applications related to and issuance of city permits or licenses related to the installation or use of data processing and hosting facilities located in the City of Independence, Missouri, for projects or applications not already submitted to, authorized, or approved by the City. *(Sponsored by Councilmember Stewart)* **Item passes 7-0 Res. No. 7238**

3. 26-742 A resolution declaring a 180-day moratorium on the processing of applications related to and issuance of city permits or licenses related to the installation or use of battery energy storage systems (BESS) facilities located in the City of Independence, Missouri, for projects or applications not already submitted to, authorized, or approved by the City *(Sponsored by Councilmember Stewart)* **Item**

passes 7-0 Res. No. 7239

4. 26-743 A resolution reducing the separation distance requirement established in Section 14-421-02 of the Unified Development Ordinance for a marijuana facility located at 16800 E. Gudgell Road, Independence, Missouri. **Item fails 0-7**

5. 26-744 A resolution approving a preliminary plat of Meadowbrook Estates, Phase 2, located southeast of Eureka Road and R.D. Mize Road in Independence, Missouri. **Approved Res. No. 7240**

6. 26-745 A resolution appointing Robin Baker-Bokarge to the Public Safety Tax Oversight Committee **Approved Res. No. 7241**

7. 26-746 A resolution appointing Sarah Lawson to the Human Relations Commission **Approved Res. No. 7242**

8. 26-747 A resolution in support of the application for an affordable rental housing development known as Terrace Crossing, to the Missouri Housing Development Commission's nine percent housing tax credits and approving a waiver of building permit fees in the amount of $50,001.00. **Item passes 7-0 Res. No. 7243**

9. 26-748 A resolution authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Public Health Emergency Preparedness Grant Program for the period of July 1, 2026, through June 30, 2027; accepting funds for the period in the amount of $125,254; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations. **Approved Res. No. 7244**

10. 26-749 A resolution reappointing Brent Schondelmeyer to the Land Trust of Jackson County, Missouri **Approved Res. No. 7245**

11. 26-750 A resolution reappointing Charlie Shields and appointing Cindy McClain, John Pritchard and Rory Rowland as members of the Independence Harry S. Truman Award Commission **Approved Res. No. 7246**

REGULAR AGENDA

PUBLIC HEARING(S)

ORDINANCES

1. 26-056 **2R** 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. **2R** **Item passes 7-0 Ord. No. 19817**

FIRST READING(S)

1. 26-059 **1R** An ordinance amending Section 18.18.001-010 of the Independence City Code concerning bicycles, motorized bicycles, and motor scooters. **1R** **Read**

2. 26-060 **1R** An ordinance amending Section 18.01.001 of the Independence City Code to change the definitions of electric personal mobility devices, motorcycle, and motorized bicycles. **1R** **Read**

3. 26-062 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) and C-2 (General Commercial) to District C-2 (General Commercial) for the property located at 16523 East US 40 Highway. **1R** **Read**

4. 26-063 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 20691 East US 24 Highway. **1R** **Read**

5. 26-064 **1R** An ordinance approving a Special Use Permit to expand the operations of a car rental agency to 3601 South Noland Road, Independence, Missouri. **1R** **Read**

6. 26-065 **1R** An ordinance approving a final plat for Meadowbrook Estates – 2nd Plat located Southeast of Eureka Road and R.D. Mize Road in Independence, Jackson County, Missouri. **1R** **Read**

7. 26-066 **1R** An ordinance approving a final plat for Jackson Place – 1st Plat located west of Jackson Drive and south of R.D. Mize Road in Independence, Jackson County, Missouri. **1R** **Read**

8. 26-067 **1R** An ordinance approving a Preliminary Development Plan for the property located north of US 24 Highway and west of Salem Drive in District R-30/PUD (High Density Residential/Planned Unit Development) in Independence, Missouri. **1R** **Read**

9. 26-068 **1R** An ordinance approving a final plat for McBee Acres located north of US 24 Highway and west of Salem Drive in Independence, Jackson County, Missouri. **1R** **Read**

10. 26-069 **1R** An ordinance calling for a special recall election; proposing the form of the ballots and directing the City Clerk to do all things called for by law in connection with the holding of said election. **1R** ***(Emergency Item First and Second Readings)*** **First and Second Readings done Item passes 7-0 Ord. No. 19818**

INFORMATION ONLY

1. $1,000,000 in purchase orders were issued to Belger Cartage, BrandSafway, Electrical Corporation of America, and GE Vernova for the emergency removal, repair, cleaning and inspection of H-6 Substation's Gas Turbine Generator for Independence Power & Light.

2. Municipal Court Report for May 2026

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

INDEPENDENCE
* MISSOURI *

A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

June 1, 2026 6:00 PM

20201 E. Jackson Drive
First Floor, Council Chambers
Independence, MO 64057

INVOCATION

1. The invocation will be given by Michael Jones, Reverend of Grace Connection Church

Stephen Ballentyne, Asst. Pastor for the Mount Zion Restoration Branch gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Kevin King, Presiding Officer of the City Council, called the meeting to order. Upon roll call, the following members were present: Brice Stewart, Jennie Vaught, John Perkins, Heather Wiley, Cody Atkinson, and Jackie Dorman. Absent – None.

PRESENTATION RESOLUTIONS

1. 26-731 A resolution recognizing Crystal Jeffries, Financial Analyst in the Municipal Services Department, as the ISTAR Award recipient for June 2026. **Item passes 7-0 Res. No. 7220**

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

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

PROCLAMATIONS

A proclamation recognizing June as National Safety Month was read by Mayor King.

CITIZEN REQUESTS

Councilmember Perkins moved to allow non-residents to speak. Motion seconded by Councilmember Wiley.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Motion passes allowing non-residents to speak, 7-0.

Ronald Smith spoke about the budget
Danielle DuPree spoke about Noland Fashion Square
David Titus spoke about the condition of Little Blue Parkway
James Pat spoke about Willis Emergency Stormwater Project
Wes Epperson spoke about Noland Fashion Square
Bob Sorenson spoke about Noland Fashion Square
Valerie Byrnes spoke about Noland Fashion Square
Ted Luce spoke about Noland Fashion Square

CONSENT AGENDA

Councilmember Perkins moved to Approve the consent agenda minus pulled items. Motion seconded by Councilmember Vaught.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):
Items pulled for special consideration
Item 2 by CM Stewart
Item 5 by CM Perkins
Res. 26-728 by CM Wiley
Consent agenda passes minus the items pulled for special consideration, 7-0

Reports and Recommendations of the City Manager

1. Approval of minutes from the May 4 and May 18 2026 Regular City Council Meetings
   Approved

2. Council action is requested to expend $180,000.00 to Anixter for Itron Meters, and to

authorize change orders of up to ten percent (10%) of the authorized amount, for the Power & Light Department (IPL). **Item passes 7-0**

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

IPL Director Joe Hegendeffer explained that this item is to continue to replenish standard meters in the field. This is a yearly purchase. The cost for each meter depends if it is for commercial or residential uses.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

3. Council action is requested to expend $500,000 to Arkansas Electric Cooperatives for pole-mount and pad-mount transformers and to authorize change orders of up to ten percent (10%) of the authorized amount for the Power & Light Department (IPL). **Approved**

4. Council action is requested to issue a purchase order to Altec Industries Inc. in the amount of $400,827.00 and to authorize change orders of up to ten percent (10%) of the authorized amount, for a DH48 Digger Derrick for Power & Light (IPL). **Approved**

5. Council action is requested to authorize the City Manager to execute a Public Consumption Agreement with the Independence Square Association for a period between June 4, 2026 and October 31, 2026 for an area generally within the boundary of Noland Road, Truman Road, Spring Street and Kansas Avenue. **Item passes 7-0**

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

This item allows a pilot period allowing people to walk around the square with an open container of alcoholic beverages.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

RESOLUTIONS

1. 26-725 A resolution appointing Councilmembers to certain boards and commissions as Councilmember Liaisons **Approved Res. No. 7221**

2. 26-726 A resolution reappointing Councilmember Perkins and Councilmember Wiley and appointing Councilmember Atkinson to the Audit and Finance Committee **Approved Res. No. 7222**

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

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

3. 26-727 A resolution appointing members to the Board of Directors of the Independence Events Center Community Improvement District. **Approved Res. No. 7223**

4. 26-728 A resolution approving Savers, a secondhand retail store that receives inventory through donations, to be located at 16607 East 23rd Street South in the Hub Drive Tax Increment Financing Redevelopment Plan area. **Item passes 7-0 Res. No. 7224**

Councilmember Wiley moved to approve the item as presented. Motion seconded by Councilmember Perkins.
This location will have a donation area inside a garage where donated items can be dropped off.

AYES (0): None
NAYS (0): None
ABSENT (0):

Item passes 7-0

5. 26-729 A resolution appointing Jonathan Lotz to the Street Improvement Oversight Committee **Approved Res. No. 7225**

6. 26-730 A resolution reappointing Ron Bruch as the alternate City Representative on the Jackson County Board of Equalization when said board is considering assessments of property within the City of Independence **Approved Res. No. 7226**

7. 26-731 A resolution authorizing acceptance of a grant in the amount of $1,266,750 from the Missouri Department of Transportation for reimbursement of Drug Enforcement Expert (DRE) Conference Fees and overtime programs for the Police Department for Impaired Driving Enforcement and Youth Alcohol Liquor Compliance Checks from October 1, 2026, to September 30, 2027, and authorizing future change orders and/or time extensions for the same project to September 20, 2027. **Approved Res. No. 7227**

8. 26-732 A resolution authorizing acceptance of a grant in the amount of $485,000.00 from the Missouri Department of Transportation to cover attendance at the annual Law Enforcement Traffic Safety and Advisory Council (LETSAC) Conference and Overtime Programs for Hazardous Moving Violations Enforcement from October 1, 2026, to September 30, 2027, and authorizing future change orders, extensions, amendments or addendums for additional funding for the same project to September 20, 2027. **Approved Res. No. 7228**

9. 26-733 A resolution authorizing acceptance of a grant in the amount of $26,000.00 from the Missouri Department of Transportation for reimbursement of overtime for pedestrian safety enforcement programs from October 1, 2026, to September 30, 2027, and authorizing future change orders, extensions, amendments or addendums for additional funding for the same project to September 20, 2027. **Approved Res. No. 7229**

10. 26-734 A resolution authorizing acceptance of a grant in the amount of $20,000.00 from the Missouri Department of Transportation for reimbursement of overtime for Occupant Protection Enforcement Programs from October 1, 2026, to September 30, 2027, and authorizing future change orders, extensions, amendments or addendums for additional funding for the same project to September 20, 2027. **Approved Res. No. 7230**

REGULAR AGENDA

PUBLIC HEARING(S)

1. Fiscal Year 2026-27 Proposed Budget Hearing. ***Full Public Hearing.***

Jared Fears spoke on this item.
Kristen spoke on this item.
No other speakers came forward

26-063 **1R** 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. **1R Read**

ORDINANCES

1. 26-038 **2R** An ordinance adopting amendments to the Fiscal Year 2025-2026 Budget, which was approved by Ordinance No. 19682. **2R Item passes 7-0 Ord. No. 19810**

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):
Item passes 7-0

2. 26-039 **2R** An ordinance finding, determining, and declaring the necessity of acquiring general utility easements and temporary construction easements for the 33rd and Willis Emergency Stormwater Project (Project No. 131802-19); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights, in conjunction with the project. **2R Item passes 7-0 Ord. No. 19811**

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):
Item passes 7-0

3. 26-040 **2R** An ordinance approving the Noland Fashion Square Tax Increment Financing Redevelopment Plan, establishing a redevelopment area, designating the redevelopment area as a blighted area, making other required findings for the redevelopment plan, designating a developer, approving a redevelopment agreement with the developer and directing staff to implement the redevelopment plan. **2R Item passes 7-0 Ord. No. 19812**

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

4. 26-041 **2R** An ordinance approving Redevelopment Project 1 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment

financing within Redevelopment Project Area 1. **2R Item Postponed Indefinitely 7-0**

Mayor King moved to postpone Bill Numbers 26-041 through 26-051 indefinitely. Motion seconded by Councilmember Perkins.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Items 26-041, 042, 043, 044, 045, 046, 047, 048, 049, 050, and 051 are postponed indefinitely 7-0

5. 26-042 **2R** An ordinance approving Redevelopment Project 2 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 2. **2R Item Postponed Indefinitely 7-0**

6. 26-043 **2R** An ordinance approving Redevelopment Project 3 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 3. **2R Item Postponed Indefinitely 7-0**

7. 26-044 **2R** An ordinance approving Redevelopment Project 4 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 4. **2R Item Postponed Indefinitely 7-0**

8. 26-045 **2R** An ordinance approving Redevelopment Project 5 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 5. **2R Item Postponed Indefinitely 7-0**

9. 26-046 **2R** An ordinance approving Redevelopment Project 6 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 6. **2R Item Postponed Indefinitely 7-0**

10. 26-047 **2R** An ordinance approving Redevelopment Project 7 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 7. **2R Item Postponed Indefinitely 7-0**

11. 26-048 **2R** An ordinance approving Redevelopment Project 8 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 8. **2R Item Postponed Indefinitely 7-0**

12. 26-049 **2R** An ordinance approving Redevelopment Project 9 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 9. **2R Item Postponed Indefinitely 7-0**

13. 26-050 **2R** An ordinance approving Redevelopment Project 10 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 10. **2R Item Postponed Indefinitely 7-0**

14. 26-051 **2R** An ordinance approving Redevelopment Project 11 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 11. **2R Item Postponed Indefinitely 7-0**

15. 26-053 **2R** An ordinance supporting the formation of the Noland Fashion Square Transportation Development District and approving a cooperative agreement. **2R Item passes 7-0 Ord. No. 19813**

16. 26-054 **2R** An ordinance approving the petition for amendment of the Noland Fashion Square Community Improvement District, making findings and authorizing certain actions related thereto, including the execution of a cooperative agreement. **2R Item passes 7-0 Ord. No. 19814**

17. 26-055 **2R** An ordinance approving a plan for an industrial development project; authorizing the City of Independence, Missouri to issue taxable industrial development revenue bonds in a principal amount not to exceed $75,000,000 in connection with the Noland Fashion Square Redevelopment Project; and authorizing certain documents and actions in connection therewith. **2R Item passes 7-0 Ord. No. 19815**

INFORMATION ONLY

1. **Please Note**: In accordance with RSMo. 610.021, the City Council may convene in a Closed Executive Session during or after the meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on

matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).

COUNCILMEMBER COMMENTS

Councilmember Dorman announced that the Englewood Arts District will be giving their Icon Awards on June 13th at 11:00 during their Pride activities. She also stated that she has gotten positive feedback on the budget town hall that was held and would like to have more of these. Her goal is to have the citizens be more informed. Tomorrow is popsicle in the park. Firefighters cooked hamburgers and hotdogs to recognize their EMTs.

Councilmember Stewart talked about the old McCune School for Boys. Jackson County is ready to do something with this property. Jackson County will be holding a Town Hall tomorrow night from 5:30-6:30 at the Fire Prairie Upper Middle School, to get some ideas of what the community would like to see done with it.

Councilmember Atkinson talked about how excited he is to see the area around the Noland Fashion Square improved. Today is June 1st which is the start of Pride Month. He hopes we all celebrate the freedom to express the love and life that your heart feels.

Councilmember Wiley discussed the budget townhall. She was glad to see the engagement with the public and the thoughtful questions. Several residents raised questions about the maintenance of city infrastructure and public property. She wanted to let everyone know about the Capital Improvement Program (CIP) that outlines proposed projects for construction, maintaining, upgrading and replacing the city's infrastructure and equipment over the next six fiscal years. The CIP is available on the city's website for anyone to review. This Saturday, Friends of the Independence Animial Shelter is having a World Cafe meeting at 3:00 p.m. at the Uptown Market. A world cafe is a community conversation process designed to bring people together in small groups to discuss ideas, share perspectives and identify opportunities for action. The meeting will focus on building support for our animal shelter and exploring ways that volunteers, rescue organizations, community partners and residents can work together to improve outcomes for animals in our community.

Councilmember Vaught the World Cup match is only 15 days away. There will be some fun and exciting things happening in our community for this event.

Councilmember Perkins follow-up Councilmember Vaught's comment and discussed the events that will take place on the Square. He also discusses transit centers and drop offs for fans that are trying to get to the game and around town. Englewood Arts had their second annual fundraising event last Saturday. He also reminded everyone this weekend was the Strawberry Festival at the Vaile Mansion and did a quick acknowledgment of Representatives Jobe and Steinmeyer attending the meeting this evening.

Mayor King attended the Island Fest and talked about how incredible it was and encouraged everyone to attend next year. The Spirit of Independence Band played on Memorial Day. He also thanked all the men and women that serve our country.

City Manager Anderson discussed some of the stats he received from the budget town hall. On question number two, 'which format would make it easier to participate in future budget discussions?', 77.8% said in-person town halls. Question three asked 'would you be more likely to participate if there were' and a selection of three options was given. 66.67% said Q&A focused, 50% said budget explainers or glosseries.

ADJOURNMENT

Meeting adjourned at 6:53 p.m.

Kevin King

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

ATTEST:

Jamie Holland

City Clerk

INDEPENDENCE
* MISSOURI *

A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

June 15, 2026 6:00 PM

20201 E. Jackson Drive
First Floor, Council Chambers
Independence, MO 64057

INVOCATION

1. The Invocation will be given by Laurie Dean Wiley, Congregant at the Vision Church KC.

Laurie Dean Wiley, Congregant at the Vision Church KC gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Kevin King, Presiding Officer of the City Council, called the meeting to order. Upon roll call, the following members were present: Brice Stewart, Jennie Vaught, John Perkins, Heather Wiley, Cody Atkinson, and Jackie Dorman. Absent – None.

PROCLAMATIONS

Mayor King read a Proclamation recognizing Shirley Baker's birthday.

CITIZEN REQUESTS

Cindi Rogers spoke on the historic square summer activities
Daniel Moorehead spoke on the sunshine law and records transparency
Kelly Garrett spoke on moratoriums
Darren Sederwell spoke on the recall of Councilmember Perkins
Hanna Albina spoke on AMI
Terrence Kelley spoke on the recall of Councilmember Perkins
Joanie Flanagan spoke on the recall of Councilmember Perkins

Lynne Baker spoke on the recall of Councilmember Perkins
Elisa Breitenbach spoke on the first district
Jennifer Manuleleua spoke on the good things happening in the first district
Tammy Parksons spoke on the recall of Councilmember Perkins
Jason Conaway spoke on the recall of Councilmember Perkins
GK Callahan spoke on the recall of Councilmember Perkins
Wes Epperson spoke on the recall election

CONSENT AGENDA

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

CM Perkins asked to pull bill number 26-736 for special consideration.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Consent agenda passes, minus bill number 26-736, 7-0

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. **Item passes 7-0 Res. No. 7232**

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

CM Perkins thanked the Arts Council for their handwork on this and their collaboration on the Truman Connected Phase. CM Atkinson said he has had questions about where the trees went and if they're coming back. He assured everyone the trees will return.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

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**

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

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

CM Vaught asked about the Worker's Compensation Claims being it he negative. City Manager Anderson stated that the city continues to run in the negative with worker's comp claims but we are working with improving and reducing risk, increasing training around individuals and help lower those costs.

City Manager Anderson also stated that there are a couple of minor changes that necessitated the amendment which include Emergency Preparedness being moved from the Health Dept. to the Fire Department. They also found a duplicated division within the police department and a couple of line items in the sanitary sewer fund that were not reflective of the annual budget. And the risk management fund was adjusted based on some of the recent lawsuits.

Amendment passes 7-0

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

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

Councilmember Dorman said she appreciated the number of people present at the meeting tonight. It is indicative of the democracy we have and the different opinions. She appreciates that citizens have shown they are engaged in what's going on.

Councilmember Atkinson said it was a joy for him to see so many people come up and express their first amendment right. He also stated he went to the Missouri Municipal League Conference to learn more about municipal governments. It was great to see so many people there from all over the state, towns bigger and smaller than ours. He thanked those that organized the Pride event in Englewood. It was nice to go somewhere and see a celebration of love and non-judgment. He also had fun at the Soccer Saturday event put on at the square. It was great to see so much of the community members engaging with each other.

Councilmember Wiley met with tenants at the Independence Towers. She received an update on the progress being made under the new management. The tenants acknowledged there have been meaningful improvements made but they still have some concerns about management following through with the agreement that was signed last year. On June 7th, she and CM Atkinson hosted a town hall focused on animal welfare. There were approximately 35 participants representing local rescuers, staff from the Independence shelter, fosters and several outreach organizations. They brainstormed priorities for the newly established Friends of the Independence Animal Shelter nonprofit and are working on making three of those ideas actionable priorities. She also met with the president of the Boys and Girls Club of Greater KC. She was able to tour the Independence 15 and Mahomies Club. These clubs provide safe and affordable activities for children during the summer. Finally, she attended the promotion ceremony at IPD. Three officers and three civilians were promoted.

Councilmember Vaught reminded everyone that the first FIFA match for our area will be held tomorrow night when Argentina takes on Algeria. She is so excited and thankful to staff for this opportunity for our area. She also thanked the Independence Square Association for bringing some fun and excitement to our community for the World Cup. She wanted to remind everyone that these events are free and include food trucks.

Councilmember Perkins thanked everyone for being here tonight and expressing your thoughts and views. He attended a kitchen table discussion with members of the hispanic community as well as the city manager, assistant city manager and CM Atkinson. The next steps are to take them on a tour of city hall to help break down some of the barriers and get them familiar with departments and the police department.

Mayor King talked about attending the Strawberry Festival. He said it was a great time and encouraged everyone to go next year. He attended the first birthday of Howdy's Homemade ice cream shop. They work with individuals with disabilities, which is what makes this group so great. Tjheir business is in Lee's Summit but it's headquarters are here in Independence. He is hopeful they will open a shop here. He also reminded everyone that with FIFA starting, we will

be seeing a lot of visitors from other countries. He is also organizing a Ted Lasso look-alike contest for July 11th.

City Manager Troy Anderson thanked the staff for their hard work on the budget.

ADJOURNMENT

Meeting adjourned at 7:25 p.m.

Kevin King

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

ATTEST:

Simone Howard

City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend $4,340,000 for fuel and fuel oil purchases for fiscal year 2026-2027 to Frazier Oil & LP Gas Company, Inc. **Approved**

Recommendations:

Council approval is recommended.

Background:

The Fire Department, Municipal Services Department (Central Garage, Water, Sanitary, Stormwater) and Power & Light Departments' fleet of vehicles utilize fuel purchased from Frazier Oil Company to perform operations.

The Power & Light Department also requires deliveries of fuel oil for Substations I & J. These expenditures are made to replace fuel that is burned to support generation requests for the Southwest Power Pool, of which Power & Light (IPL) is a member. This is a routine expense for the Transmission and Distribution Division of Power & Light.

Frazier Oil & LP Gas Company, Inc. is the provider of fuel for the City based on a cooperative contract, EV4024, issued by Kansas City, Missouri.

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

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

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City totals $4,340,000.00. Funding for the fuel oil is included in the fiscal year 2026-2027 budget as follows:

Department	Amount	Page #	Account #	Org
Power & Light	$3,000,000	210	0206145-5309	Purchased Power - Other Operating Expenses
Power & Light	$300,000	210	0206123-5316	Warehouse & Stores

Municipal Services	$125,000	201	0305230-5314	Collection System Maintenance
Municipal Services	50,000	201	0305262-5316	Storm Water Operations Maintenance
Municipal Services	125,000	201	0404840-5314	Water
Fire	15,000	176	0174671-5316	Fire Sales Tax
Municipal Services	725,000	199	0905121-5316	Central Garage
	Total $4,340,000			

Council Action:

Department / Contact Municipal Services /

REVIEWERS

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

ATTACHMENTS:

1. Frazier Oil KCMO Contract EV4024_Fuel_Product_ & services thru 6-30-28
2. Management Analyst Frazier Oil KCMO Memo

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CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY
MISSOURI

General Services Department

Procurement Services Division

1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793

(816) 513-1161
Fax: (816) 513-1156

DS
Kg

TERM SUPPLY AND SERVICE CONTRACT

The City of Kansas City, Missouri, by authority of the Manager of Procurement Services, does hereby accept, with modifications if any, the following bid:

SUPPLIER: **Frazier Energy LLC dba Frazier Oil & LP Co.**
(referred to hereafter as the "Supplier")

SUPPLIER NO.: **0000083809**

CONTRACT NO.: **EV4024**

EFFECTIVE DATES: **From 7/1/2025 to 6/30/2028**

DESCRIPTION: **EV4024 - SUPPLY OF FUEL AND FUEL RELATED SERVICES**

A copy of the Supplier's information is attached; and items not awarded, if any, have been deleted. This bid with **INSTRUCTIONS AND CONDITIONS** and any **ADDENDA** is attached hereto and hereby made a part of this Contract.

No financial obligation shall accrue against the City until the Supplier shall make delivery pursuant to order of the Manager of Procurement Services, and unless such order bears the written statement of the Director of Finance that there is a balance otherwise unencumbered to the credit of the appropriation to which the same 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, each sufficient to meet the obligations thereby incurred.

Supplier shall submit a performance bond to the City of Kansas City, Missouri with good and sufficient sureties in the sum of **----NONE REQUIRED----** for the faithful performance of this Contract. Bond shall be furnished within the time and in the manner prescribed in paragraph 18, Performance Bond Requirements, INSTRUCTIONS AND CONDITIONS.

The Manager of Procurement Services for the City of Kansas City, Missouri shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, said Manager shall at his option declare this Contract void, and for any loss or damage by reason of such breach, whether this Contract is annulled or not, said Supplier and the sureties on said bond shall be liable.

The Contract incorporates the following:

BID NUMBER: **EV4024** **TOTAL NO. OF PAGES:** **1 THRU 38**
CLOSING DATE: **7- 9 - 2025** **APPENDICES NO.:** **N/A**
ATTACHMENT: **INSTRUCTIONS AND CONDITIONS, PAGES 1 THRU 15**

Prepared By: **Samira Sanni**

Signed by: Samira Sanni
9B5F25D1DDB24CF...
Senior procurement officer

Approved By: A. Phillip Asante

Signed by: A. Phillip Asante
Chief Procurement Officer

This Day of 10/24/2025

(REV. 02/08)

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SPECIFICATIONS - SCOPE OF SERVICES

1. **INTENT**

The intent and purpose to solicit competitive bids for Fuels - Gasoline, Diesel, Jet, Kerosene, and related products and services, for the City of Kansas City Missouri (Lead Agency) and the following participating Ordering Agencies:

1) City of Independence, MO

2) Kansas City Area Transportation Authority (KCATA)

3) Jackson County, MO

4) City of Gladstone, MO

5) Unified Gov't. of Wyandotte County, Kansas City, KS

For purposes of this Solicitation, the City of Kansas City MO and participating Ordering Agencies shall collectively be referred to as "AGENCY" in this Solicitation.

Award will be made in the best interest of the City of Kansas City, Missouri to the lowest and best responsive and responsible Bidder. Contracts will be entered into only with established responsible oil companies as Suppliers.

This is a Thirty-Six (36) Month Term and Supply Contract with Renewal Options:

a. The period of performance under the contract is for three (3) years at fixed and firm prices with a unilateral contractual right on the part of the City to extend this contract for an additional five (5) one-year periods.
b. The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
c. The option year prices will be determined by the Buyer by negotiation with the Supplier. (**Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.**

d. Bidder to complete, answer or provide responses to this scope document and the following appendixes:

***Appendix Pricing Pages A,B,C,D,E,F: Supplier to complete and sign. There is no Appendix G

***All appendix H are solely Informational- Participating Agency’s fuel usage estimates from previous years.

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*****Please note**: **Quantities listed herein are estimates only and are not a guarantee of actual quantities or minimum quantities to be ordered by Ordering AGENCY. Ordering AGENCY does not guarantee a minimum number of orders or any minimum quantities to the successful Bidder except the LEAD AGENCY shall order at least one load. No minimum gallons per delivery shall apply to orders. Please reference attached Appendix-H PRODUCT USAGE INFORMATION for detailed tank sizes, tank locations, fuel types, and estimated yearly gallons per participating Agency.**

2. **FUEL PRODUCTS**

The products to be provided include, but are not limited to:

- Gasoline: Regular Unleaded, 87 Octane
- Gasoline: Mid-Grade Unleaded, 89 Octane
- Gasoline: Premium Unleaded, 91 Octane
- 10% Ethanol Blend Unleaded, 87, 89, 91 Octane
- Jet Fuel, Turbine
- Diesel Fuel #1
- Diesel Fuel #2 USLD
- Red Dyed Off-Road Diesel: #1, #2 USLD
- K-1 Kerosene
- Pipeline Terminal Diesel Additive: Cold Flow and Engine Performance Improver
- Power Service Diesel Additive Products: Clear Diesel, Diesel Kleen, Supplement, Bio Kleen, 911

2.1 All fuel supplied shall meet or exceed specifications as set forth by the Federal Department of Transportation and shall comply with State Maximum lead specifications and with current ASTM D4814, ASTM D4806, ASTM D975 and ASTM D6751, ASTM D1655, ASTM D3699-18.

2.2 Supplier must submit Material Safety Data Sheets upon request by Ordering Agency.

2.3 The Ordering Agency reserves the right to test the quality of all products furnished under this contract and to refuse to accept and/or to return any products(s) which do not meet minimum specifications. Any product returned for failure to meet specifications, shall be done at the Supplier's expense.

3. **PRICING AND FEES**

AGENCY shall purchase fuel products as needed as described in the Scope of Services using Rack Pricing for delivery of a specific amount on a particular day:

- Gasoline, Ethanol Blended Gasoline, and #2 Diesel pricing shall be based on the Unbranded *"Current Day OPIS Contract NET TMNL LOW"* with a 24-hour locked-in price at a fixed terminal plus a pre-determined markup (Margin Above Rack). *"Current Day OPIS Contract NET TMNL LOW"* is the published OPIS report pricing from the end of the previous day.

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- #1 Diesel, Jet A-1, and K-1 Kerosene pricing shall be based on the lowest available "Daily Market Rack Price" plus a pre-determined markup (Margin Above Rack).

"**Rack Price" is for the fuel product only** (excluding terminal taxes and fees, and other charges).

OR, AGENCY may purchase fuel products as needed as described in the Scope of Services using fixed pricing for delivery of a specific amount for specific month(s) in the future plus a pre-determined markup (Margin Above Rack). If the fixed-future pricing method is selected, a separate Futures Contract specifying the quantity, unit price, and length of time will be executed by the Parties for each futures transaction.
3.1 Prices quoted shall be firm and fixed for the initial term of the contract.

3.2 Supplier pricing for fuel products shall be provided as follows:

3.2.1 The cost provided will be the "Margin Above Rack" delivery fee, to include any and all freight and markup, for the specifically referenced fuel product per gallon, as requested on Appendix pages A and B up to $5.00 per gallon "rack price".

3.2.2 Split-Load cost provided will be the per load cost, as requested on Appendix pages A and B. Split-Load is defined as fuels loaded from two (2) independent Pipeline Terminals or single Pipeline Terminal and Supplier's bulk storage tank (non-pipeline terminal), ONLY to be charged per customer's request and not due Pipeline Terminal delays or outages.

3.2.3 Split-Delivery cost provided will be the per load cost, as requested on the Appendix pages A and B. Split-Delivery is defined as fuel product delivered to different AGENCY locations (with a different address) from the same load, ONLY to be charged per customer's request and not due Pipeline Terminal delays or outages. Split-Delivery fee will be charged for each subsequent location after initial delivery. The delivery fee charged will be at the combined total gallons load rate.

3.2.4 Pump-Off cost provided will be the per load cost, as requested on the Appendix pages A and B. Pump-Off is defined as use of a liquid transfer pump to off-load fuel from delivery truck.

3.2.5. Discount for Prompt Payment: Supplier shall state the discount offered for payments received within twenty (20) calendar days from the date of delivery or from the date of re-issued corrected invoice, as requested on the Appendix pages A and B. Prompt payment discounts apply to both Bill of Lading terminal fuels and Supplier's bulk storage fuels (excludes terminal taxes and fees, non-terminal additives, and delivery fees).

3.2.6 Provided: Appendix page C are the current product prices for Federal, State, Pipeline Terminal imposed taxes and fees. The Supplier must notify the AGENCY in writing of imposed rate increases set forth by Federal, State, and Pipeline Terminal.

Missouri State "On-Road" Tax
Kansas State "On-Road" Tax
Missouri Underground Storage Tank (MUST) Fee
Federal Leaking Underground Storage Tank (LUST) Fee
Missouri Inspection Fee
Kansas Inspection Fee
Kansas Environmental Fee
Federal Oil Spill Fee – Gas & Diesel
Federal Oil Spill Fee – Gas/Ethanal Blend
Federal Oil Spill Fee – Bio Diesel
Federal Superfund Fee – Gas & Diesel
Federal Superfund Fee – Gas/Ethanal Blend
Federal Superfund Fee – Bio Diesel

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3.2.7 The cost provided will be the per fuel gallon treatment for Customer Specific fuel additives, as requested on Appendix page D. Supplier to provide and manually mix in one or more products during the off-loading process. The Supplier must notify the AGENCY in writing of imposed rate increases set forth by manufacturer and provide supporting documentation.

3.2.8 The cost provided for drummed K-1 Kerosene will be the markup on the Supplier's cost of the product and the drum deposit, as requested on Appendix page D. Drums shall be in good condition and suitable for storing Kerosene fuel. The Agency shall be fully refunded the drum deposit, on return of good condition drums.
3.2.9 The cost provided will be the upcharge on "Margin Above Rack" delivery fee for the incremental "rack price" of $5.00 to $10.00 per gallon, as requested on Appendix page E.

3.2.10 The Supplier shall be responsible for filing all applicable taxes and credits such as, but not limited to, alternative fuel credits and Federal Excise tax, to be passed-on to the AGENCY at time of invoicing.

3.3 The Supplier shall have Unbranded gasoline and #2 diesel fuel supply agreements with both HF-Sinclair and Phillips Petroleum Company, and shall maintain allocation contracts with these Suppliers for the term of this contract. In addition supplier shall be established to buy Unbranded and Branded fuels from these Terminals within the Kansas City metropolitan market:

Magellan Terminal, 401 E. Donavan Road, Kansas City, KS

Magellan Terminal, 13745 W/ 135, Olathe, KS

HF-Sinclair Terminal, 3401 Fairbanks, Avenue, Kansas City, KS

Phillips Petroleum Company Terminal, 2029 Fairfax Trafficway, Kansas City, KS

Buckeye Terminal, 1315 N Sterling Avenue, Sugar Creek, MO 64054

Coffeyville Resources, 808 E New St, Coffeyville, KS 67337

In the event the Nation or Region experiences a shortage of fuel, by any cause, it is to be understood that the existing Supplier guarantees priority of fuel allocations to all participating Ordering Agency's outlined in State and Local Emergency Operation Plans to ensure the continuation of essential operations and public safety.

3.3.1 The intent is to procure fuels directly from a fixed pipeline terminal. The Supplier MUST provide a Bill of Lading for fuel loads exceeding 499 gallons. Agency MUST approve in advance all fuels from a Supplier's non-terminal bulk storage exceeding 499 gallons.

3.3.2 Supplier will be required to provide electronically (E-mail) daily and with invoices Supplier/Rack Prices, per the request of Ordering Agency. Pricing sheets shall include all fuels to be provided or specific fuels, at the request of Ordering Agency.

3.3.2.1 Supplier shall include in their bid Supplier/Rack Price Sheet for racks within Kansas City metropolitan market;

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AND, Supplier shall identify ALL racks supplier has established credit and allocation contract(s) to procure fuels;

AND, Supplier shall identify the lowest priced rack fuel purchased for 10% Ethanol / 90% Gasoline blend (E10) and #2 Clear USLD for each of these days: **3/21/25, 3/25/25, 3/26/25, 3/27/25, 3/28/25;**

AND, Supplier shall provide copy of invoices and Bill of Ladings as proof of purchase.

3.4 Suppliers are expected to sign and return all Pricing Appendix pages.

3.5 F.O.B. Destinations are shown on the attached Appendix-H "PRODUCT USAGE INFORMATION" pages for each Ordering Agency. Supplier retains title and assumes all transportation charges, responsibility, liability, and risk in transit, and shall be responsible for the filing of claims for loss or damage.

4. **"FIXED-FUTURE" PRICING**

This method allows AGENCY to enter into a separate contract with the supplier at a fixed-price for a specific amount of fuel product for a specific month(s) in the future when AGENCY determines that such prices are advantageous. AGENCY will be able to lock-prices for fuel, based on NYMEX rack price and Basis charge. Not to exceed the maximum allowed by the contract. The fixed delivery cost shall be the cost provided referenced as Appendix pages A and B of the agreement.

A secondary agreement hereafter referred to as a "locked agreement" will be entered when agreement between Supplier and AGENCY is reached on a total fixed-price per gallon for delivery of a specific amount of fuel product for a specific future time period. The sum of the NYMEX rack price and Basis charge will be the locked-in price for delivery of the fuel for a specific month(s).

Therefore, over the term of the Contract, there will most likely be multiple locked agreements for differing time periods. The locked agreement may be as simple as a confirmation from the Supplier stating the locked price per gallon, number of gallons, and month(s) of delivery, signed by AGENCY that incorporates the terms of this Contract.

Supplier shall provide an experience statement with establishing Fixed-Future contracts. Supplier shall not enter into any futures contract with Agency unless Agency provides written authorization from Agency and Agency designates in writing a person authorized to execute futures contracts.

5. **ORDERING AND SHIPPING INSTRUCTIONS**

5.1 Products/Services needed by the participating Ordering Agencies will usually be ordered against a blanket purchase order issued by the Ordering Agency. The purchase order will be for a stated dollar amount and will terminate at the time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract. A separate Billing account is required for each Order Agency.

5.1.1 City of KCMO consists of numerous Departments and Divisions. Each Department/Division shall be a separate Ordering Agency requiring a different supplier account number and monthly billing statements. Not all Department/Division fuel locations or historical usage are identified.

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5.2 The Ordering Agency named in the "Sold to Address" on the purchase order is required to provide the Supplier with the names of persons authorized to place orders against the contract. Supplier is responsible for obtaining contact information for billing and persons authorized to place orders.

5.3 Delivery of fuel shall be made within twenty-four (24) hours after receipt of the order or by the end of day if order request is placed prior to 9:00am (CST) on the same day. Unless authorized by the Ordering Agency at the time of the order, the fuel must be delivered during normal working hours between 7:00 AM and 5:00 PM (CST). No fuel shall be delivered to an unattended location unless authorized by the Ordering Agency.

5.4 Supplier is responsible for confirming delivery hours, facility access and special instructions with each individual Ordering Agency.

5.5 Supplier shall be capable of receiving delivery order request by E-mail, telephone, or fax. Supplier shall be capable of confirming receipt of delivery request within two (2) hours by E-mail, telephone, or fax.

5.6 Supplier shall source the lowest priced rack fuel available at the time product is loaded. Supplier shall make a reasonable attempt to contact the ordering Agency when there is an interruption of service or product shortage at the lowest priced pipeline terminal, prior to loading product at the next lowest priced pipeline terminal. Failure to notify the Agency of price change may only obligate Agency to pay the lowest posted price.

5.7 Supplier's delivery driver shall notify on-site personnel at the time of arrival and prior to off-loading product. Delivery driver is responsible for identifying location of fuel system monitoring, alarm, and emergency devices.

5.8 Supplier shall top-off fuel storage tank up to 499-gallon deliveries when required by the Ordering Agency. Supplier shall not be required to top-off a fuel storage tank when the type of fuel ordered is a blended fuel or fuel storage tank inventory cannot be verified or provided by the Ordering Agency.

5.9 The Ordering Agency shall be responsible for functional and accurate tank level gauge or tank monitoring system.

5.10 The Ordering Agency shall be responsible for access to fill ports, including removal of snow and ice over fill manholes, and liquid or frozen water in fill sump.

5.11 Supplier is responsible for verifying storage tank product type, inventory levels, water and phase-separation levels prior to off-loading fuel:

a) Supplier's delivery driver shall "stick" each underground storage tank, and each above-ground storage tank when feasible, for inventory levels, water, and phase-separation levels. Supplier is not responsible for sticking tank when specialty tools or equipment are required to access tank opening.
b) Use Kolor Kut or other approved paste to detect water and phase-separation.
c) Compare inventory “stick” readings to Tank Monitor readings, or Clock Gauge to Tank Monitor readings, and record Before and After compared readings on delivery ticket.
d) Supplier's delivery driver shall notify Fuel Administrator or on-site personnel of significant discrepancy between Stick/Tank Monitor/Clock Gauge readings.

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e) Fuel shall NOT be off-loaded when (1) inch or more of water or phase-separation is detected in fuel storage tank without Agency approval.

5.12 In order to help prevent fuel contamination and provide clean fuel dispensing, the Supplier's delivery driver must, each time before and after off-loading fuel into storage tanks, as part of required contractual obligations;

a) Remove liquid over-spills from off-loading in fill sumps and remote fill boxes.
b) Ensure manhole lids and pipe caps are properly reseated.
c) Fill pipe caps are NOT to be removed for off-loading when water level in fill sump exceeds top of cap.

Failure to perform these instructions may result in billing the Supplier for related damages.

5.13 Supplier's delivery driver, with the assistance of Agency staff, shall prevent dispensing while off-loading product. Supplier's delivery driver shall confirm dispensing has been disabled prior to off-loading and re-enabled after off-loading product.

5.14 If requested by Agency; a copy of metered ticket or Bill of Lading shall be provided at time of product delivery to the attendant at the receiving facility.

a) “Bill of Lading” to be defined as manifest document for products received and loaded from a fixed pipeline terminal and specifies both Gross and Net gallon amounts.
b) “Metered Ticket” to be defined as document for products received and loaded from non-terminal bulk storage tank, that usually specifies Gross/Metered gallon amount delivered by Tank Wagon carrier.
c) “Delivery Ticket” to be defined as Supplier/Carrier order or instruction form.

5.15 During fuel drop, “customer specific” additive products shall be properly measured and mixed, per manufacturer quality insurance instructions or Agency treatment program, to maintain fuel stability and cold-flow performance. Failure by delivery driver to record specific products and amounts of additive on delivery ticket or other related delivery documents may result in non-payment for product or supplier to revisit and properly treat at their expense.

5.16 Supplier shall perform all deliveries to the Ordering Agency's facilities in a safe and professional manner. The Supplier's equipment shall be in good working order and all delivery personnel shall be trained in safety measures to preclude accidents from endangering personnel on the property. Delivery vehicles and deliveries shall meet or exceed all Federal, State and Local laws and regulations including but not limited to: Kansas City, OSIER, EPA and State of Missouri, State of Kansas local regulations related to the transportation of fuel within a Metropolitan area. All delivery vehicles shall carry the minimum liability insurance required by this contract. All delivery vehicle operators shall be trained, qualified, and licensed.

5.16.1The Supplier is responsible for replacing any dropped contaminated fuel at no charge to the Ordering Agency. The Supplier is responsible for removing and disposing of contaminated fuel and shall follow all state and Federal EPA disposal regulations and guidelines, at no charge to the Ordering Agency. Cleanup and disposal of all contaminated soil will be the sole responsibility of the Supplier.

5.17 Supplier must provide systems necessary to prevent spills and overfills from occurring during the product transfer. The Supplier must also provide the systems necessary to prevent product from reaching streets, catch basins or other drainage structures during product transfers. The Supplier will be responsible

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for cleaning up any spill in accordance to State and Federal environmental laws and regulations. In case of a spill, the delivery driver shall seek approval from an on-site supervisor that the spill has been properly cleaned up prior to leaving spill site.

5.18 Supplier shall include a list of supplier owned and or subcontracted equipment that will be used to perform product delivery Scope of Services, to include: Year, Make, Model, Bulk Compartment Sizes, and Date of most recent calibration. All Supplier's and or subcontracted equipment shall meet the State of Missouri and State of Kansas calibrations guidelines. Supplier will be required to provide a copy of their most recent State Certificate(s) of calibration upon Bid award and prior to Contract Execution. The Ordering Agency reserves the right to randomly check the Supplier's calibration during the period of this contract.
5.19 Subcontracted drivers and delivery equipment (Common-Carrier) shall comply with all conditions of this contract. The Supplier must identify any subcontractor (Common-Carrier) and submit a letter from the subcontractor (Common-Carrier) stating their ability to perform deliveries against this contract. No invoices will be accepted from a subcontracted Supplier nor will any invoice be paid to a Subcontractor. Therefore, the Supplier must provide an invoice with the required information reflecting the delivery.

6. **FUEL QUALITY, MAINTENANCE, SPECIAL SERVICES**

6.1 Supplier to provide products and services to maintain and restore fuel quality, testing, and State, Local compliance services:

6.1.1 Maintenance and fuel reconditioning services shall detect, diminish, and remove free and suspended moisture content, particulate matter, microbial contamination, and Ethanol phase separation.

6.1.2 Compliance services shall detect and correct vapor release, water intrusion, and inventory discrepancy.

6.1.3 Stored Fuel Stability testing to include:

Diesel
- ASTM D6468, high temperature stability of middle distillate fuels (F-21 Pad test)
- ASTM D2274, IP 388, EN ISO 12205, oxidation stability
- ASTM D4625, IP 378, extended storage stability
- ASTM D7545, EN 16091, rapid oxidation stability (RSSOT)
- ASTM D5304, Oxygen overpressure stability

Biodiesel Blends
- ASTM D7462, oxidation stability of biodiesel and blends
- EN 15751, IP 574, oxidation stability, (rancimat)
- EN 14112, accelerated stability
- ASTM D7501, cold soak filterability

Gasoline
- ASTM D525, IP 40, EN ISO 7536, induction period gasoline stability test
- ASTM D381, gum test for gasoline

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Jet Fuel

- ASTM D1655, jet fuel analysis
- IP 540, gum content (air jet)
- ASTM D3241, IP 323, oxidation stability (JFTOT)
- ASTM D873, IP 138, oxidation stability (potential residue)

6.1.4 Supplier shall provide emergency services when air/ground water enters the fuel storage tank at a level of 2" or more, or due to water contamination in fuel delivery, to include:

- Water extraction
- Phase-separation extraction, if gasoline / ethanol mix
- Micro-organism treatment
- Fuel quality sampling and testing

6.1.5 Supplier to provide cost sheet of related products and services provided in-house.

6.1.6 The cost provided will be the percentage markup on the Supplier's cost of related outsourced products and subcontracted services, as requested on Appendix page F.

6.2 Supplier shall free of charge be responsible for collecting and testing Supplier terminals NEAT Diesel fuel during Winter months (December – March) for Cold-Flow performance. Testing is to be performed at a minimum once in December and March and twice in January and February, as required.

Winter Operability Testing

- Cold Filter Cloud Point (D5772)
- Cold Filter Plug Point (D6371)
- Cold Filter Pour Point (D7346)

Winter operability sample test results shall be provided within fourteen (14) calendar days from the date the sample is taken, and reviewed with requesting Agency and Additive Manufacturer’s representative to ensure proper treatment is achieved.

6.3 Supplier shall free of charge be responsible for collecting and testing Supplier terminals NEAT Diesel fuel when the characteristics of the fuel batch is of questionable quality.

Quality Testing

- Lubricity (ASTM D6079)
- Oxidation Stability (ASTM D7545, ASTM D2274, ASTM D7462)
- API Gravity (D-287)
- Cetane Index (ASTM D4737)
- Density (ASTM D1298, IROX DIESEL)
- Water (D-4928)

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- Biodiesel Esters (D7371)

Sample test results shall be provided within 72hrs of the time the sample is taken.

7. **FUEL STORAGE & DISPENSING EQUIPMENT**

7.1 Supplier shall provide fuel storage tanks and dispensing equipment for emergency and rental use:
7.1. Storage tanks to be double-wall, above-ground UL142 Flameshield® or UL2085 Fireguard® and certified for storing gasoline, diesel, biodiesel, fuel oil, AVGas, ethanol, biofuels, and must meet State and Local codes.

7.1.2 Storage capacities shall be 500-gallons, 1000-gallons, 2000-gallons, and shall be equipped with all necessary hardware to dispense Gas and Diesel type fuels.

7.1.3 Agency is responsible for providing an approved power source for electrical pump connection within 50 feet of Tank location and cost for damage and repairs, and maintenance due to wear and tear after (12) twelve months.

7.1.4 Supplier shall comply with DOT regulations for transporting storage tanks.

7.1.5 Supplier shall provide pricing for fuel storage and dispensing equipment, equipment delivery and setup, and equipment removal as requested on Appendix F.

a) Supplier to state emergency upcharge when equipment is required to be delivered and setup or removed; after normal business hours, weekends, Holidays, or within 96-hours of request.
b) Fuel pricing shall be at the cost provided, as requested on Appendix pages A and B.

7.2 Agency may request storage capacities greater than 2000-gallons and or for a period greater than (12) twelve months. Pricing and terms to be provided upon request.

8. **SUPPLIER'S INVOICES**

8.1 Supplier shall provide a priced-out invoice within three business days from the date of the delivery. A copy of the Bill of Lading or Meter Ticket shall be provided with the invoice.

8.1.1 Supplier shall resolve invoice disputes by 6:00pm (CST) on the next business day, from the day supplier is contacted of the dispute, to include providing corrected invoice. Corrected invoices shall reflect original Deliver Date and invoice re-issue date.

8.1.2 Inquiries regarding payment shall be addressed to the Ordering Agency's contact person (Administrative Officer). Any delay in receiving invoices, or errors and omissions on statement or invoices will be considered just cause for withholding settlement, without losing discount privileges or subject to late payment fees.

8.2 Supplier shall submit priced-out invoices electronically (E-mail) or by mail, per request by Ordering Agency.

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8.2.1 City of KCMO requires invoice and Bill of Lading (or Meter Ticket) and “rack pricing sheet” to be submitted electronically (E-mail), and shall be a single PDF attachment.

8.3 Supplier shall submit one (1) invoice for delivered fuel(s) at a single location. Fuel products, taxes, fees, delivery charges, additives are to be itemized out per Unit price and Extended price, per TANK. Invoice to include a sum of all charges, discount amount if offered, and amount of balance due.
8.3.1 Invoices shall contain the following information:

- I. Date of Delivery
- II. Date Invoiced
- III. Customer Account Name & Address: “Bill To"
- IV. Customer Account #
- V. Location Name and Address: "Ship To"
- VI. Purchase Order Number, or Reference Name or Number if other form of payment
- VII. Description of any other Supplies or Services Ordered

8.3.2 Supplier to include in their bid a *sample* invoice that reflects delivery of ***2000-gallons E10 and 4500-gallons E10 and 1500-gallons #2 Diesel*** to be distributed per three (3) Tanks, to include discounts if offered.

8.4 Agency shall be billed on NET fuel gallons on the date and time as shown on the Supplier's original Bill of Lading. Gallon amount ordered per Tank must compare with the Bill of Lading gallon amounts.

8.4.1 Gallon amount ordered is per NET. When Bill of Lading reflects NET gallons less than ordered amount, Agency to be charged based on order amount per tier pricing as provided on Appendix pages A and B. Example; if order amount is for 7000 gallons and Bill of Lading reflects 6980 NET gallons, supplier to invoice at 7000> gallon tier rate.

8.4.2 Supplier may invoice either NET gallons as shown on the Supplier's original Bill of Lading or Metered Ticket Gross gallons for orders of 499 gallons or less at a single location.

8.5 Supplier is required to accept direct deposit payments from City of KCMO, and will be required to complete ACH form upon contract award.

8.6 Qualifying discounts for prompt payment will be taken at time payment.

8.7 Invoices for blended product shall contain gallons and gallon price for each product, unless there is a pipeline terminal posted "rack price" for that specific blended product.

9. **ESTIMATED QUANTITIES OF FUEL NEEDED**

Quantities listed herein are estimated only and are not a guarantee of actual quantities or minimum quantities to be ordered by AGENCY. AGENCY does not guarantee a minimum number of orders or any minimum quantities to the successful Bidder except the LEAD AGENCY shall order at least one load. No minimum gallons per delivery shall apply to orders. Please reference attached Appendix-H PRODUCT USAGE INFORMATION for detailed tank sizes, tank locations, fuel types, and estimated yearly gallons

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per participating Agency.

10. **CLOSING OF DELIVERY SITES**

Each Ordering Agency reserves the right to close any delivery site(s) or add new delivery site(s), or discontinue any fuel product at any time without penalty.

11. **ADDING OF OTHER FUEL/FUEL TANKS**

If additional types of fuel are needed at any delivery site, the Supplier agrees to provide the fuel at a mutually agreed upon price consistent with existing margin above rack prices for the like fuel. If the Ordering Agency adds additional tanks of a same fuel type on the Appendix pages, the Supplier shall provide at the same margin above rack price.

12. **COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS**

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

YES V NO _____ /SCOTT FRAZIER

13. **SUBCONTRACTING**

In the questions below this section, you'll be asked to provide responses to the following:

Subcontracting shall under no circumstances relieve the Supplier of any liability or obligation under this contract, and all transactions must be through the Supplier. If subcontracting is contemplated the name and qualifications of the subcontractor shall be provided as a part of the IFB. Supplier shall subcontract only to established companies that have minimum five (5) years experience at performing the service as their primary service.

13.1 Subcontracted "Common-Carrier" for fuel product delivery - Supplier and Subcontractor shall have a minimum of three (3) years consecutive prior working relationship and where Common-Carrier service is performed on a weekly basis by the subcontractor for the supplier.

Identify for each business/firm intended for subcontracting:

- Legal Name, address, phone, fax, E-mail, Federal ID#, and website address.
- History of business/firm including date business/firm was established under current name.
- Primary services performed and products provided as a daily course of business and relevant to this contract Scope of Services and Requirements.
- Months or Years subcontractor has performed services for business/firm.
- Type and frequency of service(s) subcontractor performs for business/firm.

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- Describe contracts or agreements between business/firm and subcontractor.
- Describe delivery driver training and safety program to include frequency (weekly, monthly, yearly), and required qualifications.
- Number of total employees under business/firm certified to operate bulk transfer equipment.
- Equipment to be used to deliver packaged and bulk transfer products: provide detailed list of equipment, compartment sizes and load limitations per Truck, and parking location(s).

14. EXPERIENCE AND QUALIFICATIONS

In the questions below this section, you'll be asked to provide responses to the following:

Supplier as established under the current business/firm name shall have a minimum five (5) years experience with relevant products and services as primary course of business, to include: Fuel Allocation Contracts, Daily Spot Rack at fixed pipeline terminal and Fixed-Future pricing procurement within the Greater Kansas City market, Transport and Tank Wagon deliveries, Fuel blending/treatment for cold weather use, Fuel Quality Maintenance.

Supplier shall be headquartered or have a multi-staffed branch facility location within 60 miles of Kansas City, Missouri City limits, staffed with key personnel who is to be directly involved and assigned to this contract. Supplier shall have employed qualified staff to respond to on-site emergency assistance within two (2) hours of notification. Supplier may not use subcontractors in lieu of supplier employed staff for emergency assistance unless authorized by the Agency.

Supplier to provide a company overview under current business/firm name, relevant experience as it pertains to contract Scope of Services and Requirements, personnel structure, owned equipment, and subcontracted equipment (if different than subcontracted Common-Carrier), personnel, services.

14.1 Business/Firm Profile and Legal Structure

- Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.
- Brief history of business/firm including date the business/firm was established under the current name, to include branch facility locations.
- Type of ownership, or legal structure of business/firm.
- Number of total employees under business/firm
- Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
- Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

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- Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.

- Identify financial capacity. City may at any time require proof of financial capacity to perform this contract such as Dun and Bradstreet, audited financial statements, bonding capacity.

14.2 Experience and Personnel

- List primary services performed and products provided as a daily course of business and relevant to this contract Scope of Services and Requirements.

- List primary Key employed support staff who is likely to be directly involved and assigned to this contract to include: *years of employment, years and type of relevant experience, titles or position.*

- List employed staff capacity; comment on the ability of your business/firm to address vacations, sickness, or loss of Key Employee(s).

Provide a minimum of three (3) customer referrals for most relevant services performed or comparable contracts completed by your business/firm during the past five (5) years. For each listed, provide a narrative that includes:

Company 1, Company 2 and Company 3

a. scope of services provided

_____

b. length of time and dollar amount of the contract or services provided.

_____

c. the business or contracting entity's name, contact person, e-mail address, and telephone number.

_____

14.3 Delivery Personnel and Equipment (if different than subcontracted “Common Carrier”)

- Describe personnel and equipment that will be used to provide delivered products for meeting the City's requirements.

_____

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- Owned equipment to be used to deliver bulk transfer products: provide detailed list of equipment, compartment sizes and load limitations per Truck, and parking location(s).

- Describe your business/firm employed delivery driver training and safety program to include frequency (weekly, monthly, yearly), and required qualifications.

- Describe equipment that would be used to deliver packaged products, to included ability to off-load products, operating schedule, and any restrictions or limitations.

Additional information:

14.4 Project Approach

- State approximate date or length of time your business/firm is available to begin providing services.

- Discuss your transition plan or special requirements to begin providing services.

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Scope of Services

Frazier Energy, LLC **FEIN# 47-5260945**

100 Whitney Ave., Gower, MO 64454 **PH: 816-424-6623**

President: Scott Frazier **FAX: 816-424-3775**

Mobile: Scott Frazier 816-304-6620

Company History:

Frazier Oil & L.P. Gas Co., Inc. (d.b.a. Frazier Oil Co.) has been the current fuel provider for the City of Kansas City, Missouri and outlying government agencies since 2015 on Bid EV1848. Frazier Oil Co. has had a great relationship with the City of Kansas City, Missouri during the current bid period and has enjoyed a good business relationship with the outside agencies, which include Jackson County, City of Independence, City of Grandview, and Little Blue Valley Sewer District.

In the past few years, Frazier Oil Co. has been migrating all wholesale fuel accounts over to a new company called Frazier Energy, LLC. (d.b.a. Frazier Oil Co.), which has operated as a Limited Liability Company with a Sub-S tax structure since 2015. There are no changes in personnel, business practices, common carriers, or other vendors used. The only changes are the corporate name change and FEIN number. We currently have 7 employees with a combined experience of over 132 years in the wholesale fuel business.

1. Intent: Frazier Energy understands the intent of the Scope of Services for this 36-month bid period and will provide all supporting Appendices to complete this bid. We understand that the option years are the prerogative of the City of Kansas City, Missouri. Frazier Energy, LLC agrees to remain firm and fixed pricing for future renewal options if awarded.

ADDITIONAL INFORMATION

1. **CONTRACT PERIOD**

The contract period shall be from July 1,2025 through June 30,2028.

2. **RENEWAL OPTIONS**

OPTION YEAR	Year	DATE RANGE OF RENEWALS	PRICES BID TO REMAIN FIRM & FIXED PRICING Yes	PRICES BID TO REMAIN FIRM & FIXED PRICING No
2.1	One	July 1,2028 through June 30,2029	YES	___
2.2	Two	July 1,2029 through June 31,2030	YES	___
2.3	Three	July 1,2030 through June 31,2031	YES	___
2.4	Four	July 1,2031 through June 31,2032	YES	___
2.5	Five	July 1,2032 through June 31,2033	YES	___

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2. Fuel Products: Frazier Energy can provide all fuel grades and Material Safety Data Sheets listed in Section 2. Pipeline Terminal Additives and Power Service Additives are available, and we offer extensive experience providing and blending the Power Service Additives listed in this section.

3. Pricing and Fees: Frazier Energy meets the purchasing expectations that the City of Kansas City, Missouri has outlined in this section. We have been purchasing Contract Fuel with daily allocation from multiple terminals using the “Current Day OPIS Contract NET TMNL LOW” for over two decades. Frazier Energy offers to sell wholesale fuel using fixed-future pricing as mentioned.

3.1: Frazier Energy is quoting this bid that will be locked-in firm at a fixed price for the initial 36-month term of this contract.

3.2: Frazier Energy understands the requirements listed in Section 3.2 and agrees to them.

3.3: Frazier Energy currently holds Unbranded supply agreements with HF Sinclair and Phillips Petroleum Company for Branded and Unbranded gasoline and diesel products in the Kansas City area. We also have several other established unbranded fuel supply vendors at multiple terminals in the Kansas City area and the Coffeyville Resources terminal located in Coffeyville, KS, this is the area's Kerosene supplier. We are an authorized Aviation supplier with Phillips Petroleum Company; this gives us direct access to the Jet Fuel needed for the Kansas City Police Department Helicopter Unit.

Frazier Oil Co. has been the current fuel supplier for the City of Kansas City, Missouri for the past 10+ years; therefore, we understand fuel priority needs to keep essential services in place and running for the City of Kansas City, Missouri. Our fuel contracts are with two of the strongest pipelines in the Kansas City area which are directly filled by our Suppliers that own the terminal. These supply points are essential to a strong fuel supply since they are vertically integrated from refinery to pipeline to terminal, and do not rely on 3rd party suppliers. Combined with the daily allocation that we are awarded by these two suppliers, Frazier Energy is a very reliable fuel supplier in the Kansas City region.

3.3.1: We understand the need for good documentation and agree to supply Bill of Lading(s) and Meter Tickets for each delivery as requested. We are currently sending all fuel invoices and auxiliary documentation electronically by email; this helps keep our carbon footprint down and allows the City of Kansas City, Missouri to receive their documentation in a faster and more reliable manner.

3.3.2.1: Frazier Energy supplies petroleum products in the Kansas City Metropolitan Area, Northwest Missouri, and Northeast Kansas; we serve Branded and Unbranded customers and have a very strong presence in the commercial and industrial wholesale petroleum market. Frazier Energy has 6 fuel supply sources at 7 different terminals in the Midwest region, 4 of these fuel supply sources are protected by daily allocation to ensure a stable fuel supply. (see table below)

Supplier Name	Terminal Location	Branded Or Unbranded	Credit Line for Fuel	Daily Allocation for Fuel Products	Pricing Format	Pricing Variable or Locked
Growmark	Magellan, KCKS	Unbranded	Yes	No	Open Market	Variable all day
Growmark	Sinclair, KCKS	Unbranded	Yes	No	Open Market	Variable all day
Growmark	Magellan, St. Joe	Unbranded	Yes	No	Open Market	Variable all day
Growmark	Magellan, SPRG	Unbranded	Yes	No	Open Market	Variable all day
Growmark	Magellan, Olathe	Unbranded	Yes	No	Open Market	Variable all day
Coffeyville	Magellan, KCKS	Unbranded	Yes	No	Open Market	Variable all day
Coffeyville	Magellan, SPRG	Unbranded	Yes	No	Open Market	Variable all day
Coffeyville	Magellan, Olathe	Unbranded	Yes	No	Open Market	Variable all day
Coffeyville	Coffeyville, KS	Unbranded	Yes	No	Open Market	Variable all day
Sinclair	Sinclair, KCKS	Branded	Yes	Yes	Locked Prices	6 PM to 6 PM
SIN-Contract	Sinclair, KCKS	Unbranded	Yes	Yes	Locked Prices	Midnight to Midnight
SIN-Contract	Magellan, KCKS	Unbranded	Yes	Yes	Locked Prices	Midnight to Midnight
Sinclair	Magellan, KCKS	Branded	Yes	Yes	Locked Prices	6 PM to 6 PM
Sinclair	Magellan, St. Joe	Branded	Yes	Yes	Locked Prices	6 PM to 6 PM
Phillips 66	Phillips, KCKS	Branded	Yes	Yes	Locked Prices	6 PM to 6 PM
Phillips 66	Magellan, KCKS	Branded	Yes	Yes	Locked Prices	6 PM to 6 PM
P66-Contract	Phillips, KCKS	Unbranded	Yes	Yes	Locked Prices	Midnight to Midnight
P66-Contract	Magellan, KCKS	Unbranded	Yes	Yes	Locked Prices	Midnight to Midnight
P66-Aviation	Phillips, KCKS	Unbranded	Yes	Yes	Locked Prices	6 PM to 6 PM

3.3.2.1: Pricing: March 21, 2025

The data below is from the OPIS Benchmark file from 3-21-2025 for the Kansas City area terminals, which show all the 10% Ethanol 87-Octane Gasoline and all #2 Diesel Fuel prices for March 21, 2025. Below the OPIS data are the supporting invoices, price sheets, bill of ladings, and supplier invoices.

KANSAS CITY, KS 2025-03-21 10:00:53 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL CBOB ETHANOL(10%) PRICES 9.0 RVP

				Unl	Move	Mid	Move	Pre	Move	Move Date	Time
Valero	u	KCKS	MAGELLAN	203.74	+ 1.74	208.74	+ 1.74	211.74	+ 1.74	03/20	18:00
CVR S&T	u	KCKS	MAGELLAN	204.00	+ 1.26	209.34	+ 1.27	213.15	+ 1.26	03/20	18:00
Growmark	u	KCKS	MAGELLAN	206.16	+ .76	219.11o	- 1.27	226.06	+ .76	03/20	18:00
PSX	u	KCKS	PSX	206.29	+ 1.80	231.29	+ 1.80	253.29	+ 1.80	03/20	18:00
HTP Enrgy	u	KCKS	MAGELLAN	206.77	+ 4.67	213.82	+ 4.94	218.86	+ 4.97	03/20	18:00
Sinclair	u	KCKS	HEP	207.35	- .71	226.23	+ 1.94	254.23	- .63	03/20	18:00
Sinclair	u	KCKS	MAGELLAN	207.35	- .71	226.23	+ 1.94	254.23	- .63	03/20	18:00
PSX	b	KCKS	MAGELLAN	207.65	+ 2.10	224.50	+ 2.10	255.65	+ 2.10	03/20	18:00
PSX	b	KCKS	PSX	207.65	+ 2.10	224.50	+ 2.10	255.65	+ 2.10	03/20	18:00
Shell	b	KCKS	MAGELLAN	207.80	+ 1.11	247.80	+ 1.12	269.80	+ 1.12	03/20	18:00
Valero	b	KCKS	MAGELLAN	207.89	- 2.55	232.54	- 2.34	258.64	- 2.40	03/20	18:00
Sinclair	b	KCKS	HEP	208.00	- .71	226.94	+ 1.94	254.66	- .63	03/20	18:00
Sinclair	b	KCKS	MAGELLAN	208.00	- .71	226.94	+ 1.94	254.66	- .63	03/20	18:00
Cenex	b	KCKS	MAGELLAN	208.50	+ .56	229.38	+ .41	253.65	+ .61	03/20	18:00
BP	b	KCKS	MAGELLAN	209.98	+ 4.46	241.68	+ 4.46	268.74	+ 4.46	03/20	18:00
BP	b	SUMO	BUCKEYE	209.98	+ 4.46	241.68	+ 4.46	268.74	+ 4.46	03/20	18:00
WorldFuel	u	KCKS	MAGELLAN	210.80	- 5.60	217.68	- 5.60	221.80	- 5.60	03/20	18:00
Sunoco	b	KCKS	MAGELLAN	211.58	+ 1.30	-- --	-- --	256.02	+ 1.30	03/20	18:00
FlntHlsRs	u	KCKS	MAGELLAN	225.40	+ 1.00	226.65	+ 1.00	228.95	+ 1.00	03/20	12:00
TMNL LOW RACK				203.74		208.74		211.74			
TMNL HIGH RACK				225.40		247.80		269.80			
TMNL RACK AVG				208.68		226.82		246.24			
OPIS GROUP 3 DELIVERED SPOT (SRI)											
FOB KANSAS CITY				210.62		-- --		-- --			
TMNL BRD LOW RACK				207.65		224.50		253.65			
TMNL BRD HIGH RACK				211.58		247.80		269.80			
TMNL BRD RACK AVG				208.70		232.88		259.62			
TMNL UBD LOW RACK				203.74		208.74		211.74			
TMNL UBD HIGH RACK				225.40		231.29		254.23			

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

KANSAS CITY, KS 2025-03-21 10:00:53 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL ULTRA LOW SULFUR DISTILLATE PRICES

				No.2	Move	No.1	Move	Pre	Move	Move Date	Time
CVR S&T	u	KCKS	MAGELLAN	229.19	+ 1.25	245.09	+ 1.25	230.44	+ 1.25	03/20	18:00
Valero	b	KCKS	MAGELLAN	229.39	+ .04	-- --	-- --	-- --	-- --	03/20	18:00
Valero	u	KCKS	MAGELLAN	229.67	+ 2.36	252.17	+ 3.36	-- --	-- --	03/20	18:00
HTP Enrgy	u	KCKS	MAGELLAN	230.00	+ 2.20	261.11	+ 2.36	-- --	-- --	03/20	18:00
Cenex	b	KCKS	MAGELLAN	230.50	+ 2.53	253.81	+ 2.24	235.20	+ 2.53	03/20	18:00
Growmark	u	KCKS	MAGELLAN	230.72	+ 1.04	253.83	+ 1.04	232.17	+ 1.04	03/20	18:00
WorldFuel	u	KCKS	MAGELLAN	230.90	+ .30	258.90	+ .30	232.40	+ .30	03/20	18:00
Sunoco	b	KCKS	MAGELLAN	231.46	+ 2.71	-- --	-- --	-- --	-- --	03/20	18:00
Sinclair	b	KCKS	HEP	231.53	+ 3.49	255.51	+ 2.98	234.75	+ 3.49	03/20	18:00
Sinclair	b	KCKS	MAGELLAN	231.53	+ 3.49	255.51	+ 2.98	-- --	-- --	03/20	18:00
BP	b	KCKS	MAGELLAN	231.62	+ 2.88	280.99	+ 2.88	-- --	-- --	03/20	18:00
BP	b	SUMO	BUCKEYE	231.62	+ 2.88	280.99	+ 2.88	-- --	-- --	03/20	18:00
Sinclair	u	KCKS	HEP	231.62	+ 3.49	254.08	+ 2.97	234.87	+ 3.49	03/20	18:00
Sinclair	u	KCKS	MAGELLAN	231.62	+ 3.49	254.08	+ 2.97	-- --	-- --	03/20	18:00
Shell	b	KCKS	MAGELLAN	231.64	+ 1.81	-- --	-- --	-- --	-- --	03/20	18:00
FlntHlsRs	u	KCKS	MAGELLAN	231.93	+ 1.00	261.93	+ 1.00	-- --	-- --	03/20	17:00
PSX	b	KCKS	MAGELLAN	234.57	+ 2.50	284.58	+ 2.50	-- --	-- --	03/20	18:00
PSX	u	KCKS	MAGELLAN	234.72	+ 2.25	-- --	-- --	-- --	-- --	03/20	18:00
PSX	u	KCKS	PSX	234.72	+ 2.25	-- --	-- --	-- --	-- --	03/20	18:00
PSX	b	KCKS	PSX	235.37	+ 2.50	-- --	-- --	-- --	-- --	03/20	18:00
TMNL LOW RACK				229.19		245.09		230.44			
TMNL HIGH RACK				235.37		284.58		235.20			
TMNL RACK AVG				231.72		260.90		233.31			
OPIS GROUP 3 SPOT MEAN - 03/20											
FOB MAGELLAN				222.180		-- --		-- --			
OPIS GROUP 3 DELIVERED SPOT (SRI)											
FOB KANSAS CITY				228.10		248.10		230.35			
TMNL BRD LOW RACK				229.39		253.81		234.75			
TMNL BRD HIGH RACK				235.37		284.58		235.20			
TMNL BRD RACK AVG				231.92		268.57		234.98			
TMNL UBD LOW RACK				229.19		245.09		230.44			
TMNL UBD HIGH RACK				234.72		261.93		234.87			

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

FRAZIER OIL CO.
PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775

DATE PRINTED: 6/11/25

PAGE: 1

ACCOUNT #: 11732

INVOICE: 0151777

BILL TO: CITY OF KANSAS CITY, MO
KCMO CENTRAL FLEET
5300 MUNICIPAL AVE.
KANSAS CITY MO 64120

SHIP TO: FIRE STATION 10
1505 E. 9TH ST.
KANSAS CITY MO 64106

DATE	B-O-L #	DESCRIPTION	QTY./$	UNIT PRICE	NET AMT.	P/O #
3/21/2025	845731	87 OCTANE GASOHOL	1,508.0	2.032400	3,064.86	0700011012
		DELIVERY FEE	1,508.0	.05620	84.75	
		TANK 1 CLEAR DIESEL				
		MO STATE GASOHOL TAX	1,508.0	.270000	407.16	
		KS INSPECTION FEE GAS	1,508.0	.000300	.45	
		MO INSPECTION FEE GAS	1,508.0	.000900	1.36	
		MO TRANSPORT LOAD FEE GS	1,508.0	.004000	6.03	
		OIL SPILL FEE -GASOHOL	1,508.0	.001929	2.91	
		FEDERAL EXCISE LUST FUND	1,508.0	.001000	1.51	
		FED SUPERFUND GASOHOL	1,508.0	.003643	5.49	
3/21/2025	845751	#2 CLEAR DSL.5% BIO-ULSD	1,505.0	2.286900	3,441.79	
		DELIVERY FEE	1,505.0	.06030	90.75	
		TANK 2 UNLEADED				
		MO STATE DIESEL TAX	1,505.0	.270000	406.35	
		KS INSPECTION FEE DIESEL	1,505.0	.000300	.45	
		MO INSPECTION FEE DIESEL	1,505.0	.000900	1.35	
		MO TRANSPORT LOAD FEE DL	1,505.0	.004000	6.02	
		OIL SPILL FEE-BIO DIESEL	1,505.0	.002036	3.06	
		FEDERAL EXCISE LUST FUND	1,505.0	.001000	1.51	
		FED SUPERFUND B5 DSL	1,505.0	.003846	5.79	
				BALANCE DUE	7,531.59	
				LESS DISCOUNT	6.50	
				BALANCE DUE IF PAID BY	7,525.09	

THE FOLLOWING PORTION WILL BE DUE ON 4/10/2025 IN THE AMOUNT OF $****7,525.09

87 OCTANE GASOHOL A-C THIS PRODUCT DOES NOT MEET

TERMS

THANK YOU

IF THE AMOUNTS DUE ARE NOT PAID BY THE DUE DATE, THE INTEREST SHALL BE ASSESSED AT 1 1/2% PER MONTH.

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

FRAZIER OIL CO.
PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775

DATE PRINTED: 6/11/25

PAGE: 2

ACCOUNT #: 11732

INVOICE: 0151777

BILL TO: CITY OF KANSAS CITY, MO
KCMO CENTRAL FLEET
5300 MUNICIPAL AVE.
KANSAS CITY MO 64120

SHIP TO: FIRE STATION 10
1505 E. 9TH ST.
KANSAS CITY MO 64106

DATE	B-O-L #	DESCRIPTION	QTY./$	UNIT PRICE	NET AMT.	P/O #
		THE REQUIREMENTS FOR REFORM-ULATED GASOLINE, AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA.				
		#2 CLEAR DSL.5% BIO-ULSD ULTRA LOW SULFUR DIESEL 15 PPM SULFUR MAXIMUM CONTENT REQUIRED FOR USE IN ALL DIESEL ENGINES.				
3/21/2025	845731	87 OCTANE GASOHOL	1,508	2.3683	$****3,574.52	$********3.06	$****3,571.46
3/21/2025	845751	#2 CLEAR DSL.5% BIO-ULSD	1,505	2.6270	$****3,957.07	$********3.44	$****3,953.63

TERMS

THANK YOU

IF THE AMOUNTS DUE ARE NOT PAID BY THE DUE DATE, THE INTEREST SHALL BE ASSESSED AT 1 1/2% PER MONTH.

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

FRAZIER OIL CO.

PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775
EMAIL: bcarpenter@frazieroil.com

PRICES FOR:

CITY OF KANSAS CITY-PRICING
CENTRAL FLEET
1901 BROOKLYN
KANSAS CITY MO 64127

FREIGHT LOCATION:

RACK PRICING SHEET
1901 BROOKLYN AVE.

KANSAS CITY MO64127

DATE PRINTED: 06-11-2025
TIME PRINTED: 12:03:55

DATE OF PRICES: 03-21-2025
TIME OF PRICES: 18:00

PRODUCT P66 BRANDED	DF2-CLEAR	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.36840	2.11150	2.75330
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FEDERAL OIL SPILL	.00214	.00192	.00214
FEDERAL LUST TAX	.00100	.00100	.00100
FED. SUPERFUND	.00404		.00404
FED SUPERFUND GH		.00364	
TOTAL COST PER GALLON	2.65078	2.39326	3.03568

PRODUCT P66 UNBRANDED	DF2-5% BIO	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.28690	2.03240	2.39670
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FED.OIL SPILL 5% BIO	.00203		
FEDERAL LUST TAX	.00100	.00100	.00100
FED SUPERFUND B5 DSL	.00384		
FEDERAL OIL SPILL		.00192	.00214
FED SUPERFUND GH		.00364	
FED. SUPERFUND			.00404
TOTAL COST PER GALLON	2.56897	2.31416	2.67908

PRODUCT SIN BRANDED	DF2-CLEAR	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.34140	2.12180	2.63320
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FEDERAL OIL SPILL	.00214	.00192	.00214
FEDERAL LUST TAX	.00100	.00100	.00100
FED. SUPERFUND	.00404		.00404
FED SUPERFUND GH		.00364	
TOTAL COST PER GALLON	2.62378	2.40356	2.91558

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

KANSAS CITY PRODUCTS TERMINAL
HOLLY ENERGY PARTNERS
3401 FAIRBANKS AVE.
KANSASCITY, KS 66106

BILL OF LADING/MANIFEST

THIS IS TO CERTIFY THAT THE HEREIN NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO APPLICABLE REGULATIONS OF THE D.O.T.
IF SHIPMENT INCLUDES UNLEADED GASOLINE THE PRODUCT CONTAINS NO MORE THWN 0.05 GRAMS OF LEAD PER GALLON AND NO MORE THAN 0.005 GRAMS OF PHOSPHOROUS PER GALLON CONFORMING TO E P A REGULATIONS - 40 CFR 80 -.
RECEIVED SUBJECT TO TARIFFS OR CONTRACT IN EFFECT THIS DATE
THE CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A PROPER CONTAINER FOR THE TRANSPORTATION OF THIS COMMODITY AS DESCRIBED BY THE SHIPPER.

"FOR CHEMICAL EMERGENCY-SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 DAY OR NIGHT."
CCN 201319

THIS GASOLINE PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE, AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA.

ALL GASOLINES ARE DETERGENT ADDITIZED FOR SALE TO THE FINAL CONSUMER.

HF SINCLAIR REFINING & MARKETING LLC

EPA COMPANY REGISTRATION 5053

SHIPPER CERTIFIES THAT THE GOODS COVERED BY THIS TICKET WERE PRODUCED IN COMPLIANCE WITH ALL REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT, AS AMENDED.

The driver by signing this ticket hereby certifies that transport was loaded as specified

X _____ 03/21/2025 06:24 am
Signature Date

Received quantities in good order

X _____ _____
Signature Date

SHIPPING DESCRIPTIONS — USE EMERGENCY RESPONSE GUIDE 128
NA1993, Fuel Oil (2), 3, PG III One Cargo Tank 1499 GALLONS

SOLD TO	SHIP TO	DESTINATION
SAME AS SHIP TO:	FRAZIER ENERGY, LLC. UNBRANDED VARIOUS, MO	

SHIP FROM ADDRESS	DATE SHIPPED	LOAD START TIME	LOAD END TIME	B.O.L. NO.
3401 FAIRBANKS AVE.	03/21/2025	06:12	06:23	84575

SUPPLIER	LOAD #	CUSTOMER NO.
HF Sinclair Refining & Marketing	2151	330533001

DRIVER NAME	SHIP VIA - CARRIER NAME/I D	TRAILER #1	TRAILER #2	DRIVER #	LOAD POS.
NOE, LOGAN	ROBERTSON WILLIAMS RBWQ	05414		0193	2

PRODUCT	OCTANE R+M/2	RVP MAX	GROSS GALLONS	TEMP.	A.P.I. GRAVITY	NET GALLONS
#2D 15ppm Sulfur ULSD		0.0	1499	52	36.4	1505

1/2 gal. Diesel Kleen additive

MATERIAL SAFETY DATA SHEET AVAILABLE ON REQUEST

*15 ppm Sulfur (maximum) Undyed Ultra-Low Sulfur Diesel fuel. For use in all diesel vehicles
Sinclair Transportation Company 4645-82549

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

HF Sinclair Refining & Marketing LLC
Fuel Invoice

Invoice No: 205711546
Invoice Date: 03/22/2025

Invoice

Account #: 1106233
Transaction #: 205711546
Bill To: FRAZIER ENERGY LLC
100 WHITNEY AVE
GOWER, MO 64454

Payment Due: 03/28/2025
Terms:
Remit To: Funds will be drafted from or credited to your bank account on the due date

Ship To

Customer #: 1106233
Customer: FRAZIER ENERGY LLC
Destination: Missouri

Shipping Information

Bill of Lading: 84575
Load ID: 330533001
Ship Date/Time: 03/21/2025 06:12:00 AM
Shipped From: KANSAS CITY, KS
Carrier: ROBERTSON- WILLIAMS

Prod Code	Product Description	UOM	Unit Price	Billed Qty	Amount
100067	DIESEL #2 ULTRA LOW SULFUR	GA	2.286900	1,505.000	3,441.78
	St. Excise Tax - DSL		0.270000		406.35
	Inspection Fee		0.001200		1.80
	Loading Fee		0.004000		6.02
	Fed Hazard Subst Fee		0.004048		6.09
	Fed Env. Oil Spill		0.002143		3.23
	State DSL Discount		- 0.005400		- 8.13
	Fed Excise Tax - DSL		0.244000		367.22
				Invoice Subtotal:	4,224.36

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

KANSAS CITY PRODUCTS TERMINAL
HOLLY ENERGY PARTNERS
3401 FAIRBANKS AVE.
KANSASCITY, KS 66106

BILL OF LADING/MANIFEST

THIS IS TO CERTIFY THAT THE HEREIN NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO APPLICABLE REGULATIONS OF THE D.O.T
IF SHIPMENT INCLUDES UNLEADED GASOLINE THE PRODUCT CONTAINS NO MORE THWN 0 05 GRAMS OF LEAD PER GALLON AND NO MORE THAN 0 005 GRAMS OF PHOSPHOROUS PER GALLON CONFORMING TO E P A REGULATIONS - 40 CFR 80 -.
RECEIVED SUBJECT TO TARIFFS OR CONTRACT IN EFFECT THIS DATE
THE CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A PROPER CONTAINER FOR THE TRANSPORTATION OF THIS COMMODITY AS DESCRIBED BY THE SHIPPER.

"FOR CHEMICAL EMERGENCY-SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 DAY OR NIGHT."
CCN 201319

THIS GASOLINE PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE, AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA.

ALL GASOLINES ARE DETERGENT ADDITIZED FOR SALE TO THE FINAL CONSUMER.

HF SINCLAIR REFINING & MARKETING LLC

EPA COMPANY REGISTRATION 5053

SHIPPER CERTIFIES THAT THE GOODS COVERED BY THIS TICKET WERE PRODUCED IN COMPLIANCE WITH ALL REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT, AS AMENDED

The driver by signing this ticket hereby certifies that transport was loaded as specified.

X _____ 03/21/2025 06:24 am
Signature Date

Received quantities in good order

X _____ _____
Signature Date

SHIPPING DESCRIPTIONS
UN 1203, Gasoline, 3, PG II One Cargo Tank — USE EMERGENCY RESPONSE GUIDE 128 — 1497 GALLONS

SOLD TO	SHIP TO	DESTINATION
SAME AS SHIP TO:	FRAZIER ENERGY, LLC. UNBRANDED VARIOUS, MO	

SHIP FROM ADDRESS	DATE SHIPPED	LOAD START TIME	LOAD END TIME	B.O.L. NO.
3401 FAIRBANKS AVE.	03/21/2025	06:12	06:23	84573

SUPPLIER	LOAD #	CUSTOMER NO.
HF Sinclair Refining & Marketing	2151	330533001

DRIVER NAME	SHIP VIA - CARRIER NAME/I.D	TRAILER #1	TRAILER #2	DRIVER #	LOAD POS
NOE, LOGAN	ROBERTSON WILLIAMS RBWQ	05414		0193	2

PRODUCT	OCTANE R+M/2	RVP MAX.	GROSS GALLONS	TEMP.	A.P.I. GRAVITY	NET GALLONS
87 OCT E10 CG RVP >9.0	87	0.0	1497	50	64.1	1508

MATERIAL SAFETY DATA SHEET AVAILABLE ON REQUEST

CG Conventional Gasoline
E10 Contains between 9 and 10 vol% ethanol.
The product sold hereunder is not intended for use in any product marketed as E15, as defined in 40CFR80.1500.
Use of this product in E15 is prohibited by seller and buyer agrees that it shall not use or sell this product for use in any products marketed as E15
This volume of neat or blended ethanol or biodiesel is designated and intended for use as transportation fuel or jet fuel in the 48 U.S. contiguous states and Hawaii. Any person exporting this fuel is subject to the requirements of 40 CFR 80.1430
No assigned RINs transferred.

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

HF Sinclair Refining & Marketing LLC
Fuel Invoice

Invoice No: 205711543
Invoice Date: 03/22/2025

Invoice

Account #: 1106233
Transaction #: 205711543
Bill To: FRAZIER ENERGY LLC
100 WHITNEY AVE
GOWER, MO 64454

Payment Due: 03/28/2025
Terms:
Remit To: Funds will be drafted from or credited to your bank account on the due date

Ship To

Customer #: 1106233
Customer: FRAZIER ENERGY LLC
Destination: Missouri

Shipping Information

Bill of Lading: 84573
Load ID: 330533001
Ship Date/Time: 03/21/2025 06:12:00 AM
Shipped From: KANSAS CITY, KS
Carrier: ROBERTSON- WILLIAMS

Prod Code	Product Description	UOM	Unit Price	Billed Qty	Amount
100123	GASO CONV 87 OCT UL 10% ETH	GA	2.032400	1,508.000	3,064.86
	St. Excise Tax - GAS		0.270000		407.16
	Fed Env. Oil Spill		0.001929		2.91
	State Gas Discount		- 0.008100		- 12.21
	Fed Hazard Subst Fee		0.003643		5.49
	Loading Fee		0.004000		6.03
	Inspection Fee		0.001200		1.81
	Fed Excise Tax - GAS		0.184000		277.47
				Invoice Subtotal:	3,753.52

3.3.2.1: Pricing: March 25, 2025

The data below is from the OPIS Benchmark file from 3-25-2025 for the Kansas City area terminals, which show all the 10% Ethanol 87-Octane Gasoline and all #2 Diesel Fuel prices for March 25, 2025. Below the OPIS data are the supporting invoices, price sheets, bill of ladings, and supplier invoices.

KANSAS CITY, KS 2025-03-25 10:01:24 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL CBOB ETHANOL(10%) PRICES 9.0 RVP

				Unl	Move	Mid	Move	Pre	Move	Move Date	Time
Valero	u	KCKS	MAGELLAN	205.53	+ .08	210.53	+ .08	213.53	+ .08	03/24	18:00
HTP Enrgy	u	KCKS	MAGELLAN	206.00	+ .01	211.52	+ .53	215.45	+ 1.46	03/24	18:00
Growmark	u	KCKS	MAGELLAN	206.32	+ .28	219.11o	- 1.27	226.21	+ .27	03/24	18:00
CVR S&T	u	KCKS	MAGELLAN	206.70	+ 1.87	212.03	+ 1.86	215.85	+ 1.87	03/24	18:00
PSX	u	KCKS	PSX	208.26	+ .75	233.26	+ .75	255.26	+ .75	03/24	18:00
Cenex	b	KCKS	MAGELLAN	208.63	- .55	227.95	- .75	255.60	- .07	03/24	18:00
WorldFuel	u	KCKS	MAGELLAN	208.92	+ .27	216.14	+ .26	220.52	+ .27	03/24	18:00
Sinclair	b	KCKS	HEP	209.36	- .71	227.54	- 1.40	256.50	+ .13	03/24	18:00
Sinclair	b	KCKS	MAGELLAN	209.36	- .71	227.54	- 1.40	256.50	+ .13	03/24	18:00
Sinclair	u	KCKS	HEP	210.47	+ 1.04	228.59	+ .35	257.85	+ 1.88	03/24	18:00
Sinclair	u	KCKS	MAGELLAN	210.47	+ 1.04	228.59	+ .35	257.85	+ 1.88	03/24	18:00
PSX	b	KCKS	MAGELLAN	210.72	+ 1.70	227.57	+ 1.70	258.72	+ 1.70	03/24	18:00
PSX	b	KCKS	PSX	210.72	+ 1.70	227.57	+ 1.70	258.72	+ 1.70	03/24	18:00
Shell	b	KCKS	MAGELLAN	210.80	- .30	250.80	- .31	272.80	- .31	03/24	18:00
FlntHlsRs	u	KCKS	MAGELLAN	211.65	-13.50	212.90	-13.50	215.20	-13.50	03/24	17:00
BP	b	KCKS	MAGELLAN	213.31	+ 2.77	245.01	+ 2.77	272.07	+ 2.77	03/24	18:00
BP	b	SUMO	BUCKEYE	213.31	+ 2.77	245.01	+ 2.77	272.07	+ 2.77	03/24	18:00
Sunoco	b	KCKS	MAGELLAN	218.52	+ 6.71	-- --	-- --	262.96	+ 6.71	03/24	18:00
Valero	b	KCKS	MAGELLAN	221.60	+ 3.08	246.85	+ 3.33	272.55	+ 3.28	03/24	18:00
TMNL LOW RACK				205.53		210.53		213.53			
TMNL HIGH RACK				221.60		250.80		272.80			
TMNL RACK AVG				210.56		228.20		248.22			
OPIS GROUP 3 DELIVERED SPOT (SRI)											
FOB KANSAS CITY				212.66		-- --		-- --			
TMNL BRD LOW RACK				208.63		227.54		255.60			
TMNL BRD HIGH RACK				221.60		250.80		272.80			
TMNL BRD RACK AVG				212.63		236.20		263.85			
TMNL UBD LOW RACK				205.53		210.53		213.53			
TMNL UBD HIGH RACK				211.65		233.26		257.85			
TMNL UBD RACK AVG				208.26		219.20		230.86			

KANSAS CITY, KS 2025-03-25 10:01:24 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL ULTRA LOW SULFUR DISTILLATE PRICES

				No.2	Move	No.1	Move	Pre	Move	Move Date	Time
CVR S&T	u	KCKS	MAGELLAN	230.44	+ 1.75	246.34	+ 1.75	231.69	+ 1.75	03/24	18:00
HTP Enrgy	u	KCKS	MAGELLAN	230.54	+ 1.04	256.20	- 4.54	-- --	-- --	03/24	18:00
Valero	u	KCKS	MAGELLAN	231.20	+ 1.75	253.95	+ 1.75	-- --	-- --	03/24	18:00
Valero	b	KCKS	MAGELLAN	231.56	+ .26	-- --	-- --	-- --	-- --	03/24	18:00
Cenex	b	KCKS	MAGELLAN	231.90	+ 1.88	255.50	+ 1.90	236.60	+ 1.88	03/24	18:00
Growmark	u	KCKS	MAGELLAN	232.25	+ 1.88	255.36	+ 1.88	233.70	+ 1.88	03/24	18:00
Sunoco	b	KCKS	MAGELLAN	232.80	+ 2.65	-- --	-- --	-- --	-- --	03/24	18:00
Shell	b	KCKS	MAGELLAN	232.92	+ 2.02	-- --	-- --	-- --	-- --	03/24	18:00
Sinclair	b	KCKS	HEP	233.49	+ 1.71	257.37	+ 1.83	236.71	+ 1.71	03/24	18:00
Sinclair	b	KCKS	MAGELLAN	233.49	+ 1.71	257.37	+ 1.83	-- --	-- --	03/24	18:00
WorldFuel	u	KCKS	MAGELLAN	233.50	+ 2.80	261.50	+ 2.80	235.00	+ 2.80	03/24	18:00
Sinclair	u	KCKS	HEP	233.60	+ 1.71	255.97	+ 1.83	236.85	+ 1.71	03/24	18:00
Sinclair	u	KCKS	MAGELLAN	233.60	+ 1.71	255.97	+ 1.83	-- --	-- --	03/24	18:00
BP	b	KCKS	MAGELLAN	233.84	+ 2.49	283.22	+ 2.49	-- --	-- --	03/24	18:00
BP	b	SUMO	BUCKEYE	233.84	+ 2.49	283.22	+ 2.49	-- --	-- --	03/24	18:00
FlntHlsRs	u	KCKS	MAGELLAN	234.93	+ 3.50	264.93	+ 3.50	-- --	-- --	03/24	17:00
PSX	b	KCKS	MAGELLAN	236.15	+ 1.70	286.16	+ 1.70	-- --	-- --	03/24	18:00
PSX	u	KCKS	MAGELLAN	236.21	+ 1.70	-- --	-- --	-- --	-- --	03/24	18:00
PSX	u	KCKS	PSX	236.21	+ 1.70	-- --	-- --	-- --	-- --	03/24	18:00
PSX	b	KCKS	PSX	236.96	+ 1.70	-- --	-- --	-- --	-- --	03/24	18:00
TMNL LOW RACK				230.44		246.34		231.69			
TMNL HIGH RACK				236.96		286.16		236.85			
TMNL RACK AVG				233.47		262.36		235.09			
OPIS GROUP 3 SPOT MEAN - 03/24											
FOB MAGELLAN				223.710		-- --		-- --			
OPIS GROUP 3 DELIVERED SPOT (SRI)											
FOB KANSAS CITY				229.63		249.63		231.88			
TMNL BRD LOW RACK				231.56		255.50		236.60			
TMNL BRD HIGH RACK				236.96		286.16		236.71			
TMNL BRD RACK AVG				233.70		270.47		236.66			

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

FRAZIER OIL CO.
PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775

DATE PRINTED: 6/11/25

PAGE: 1

ACCOUNT #: 11732

INVOICE: 0151778

BILL TO: CITY OF KANSAS CITY, MO
KCMO CENTRAL FLEET
5300 MUNICIPAL AVE.
KANSAS CITY MO 64120

SHIP TO: FIRE STATION 14
8300 N. BRIGHTON AVE.
KANSAS CITY MO 64119

DATE	B-O-L #	DESCRIPTION	QTY./$	UNIT PRICE	NET AMT.	P/O #
3/25/2025	27295851	#2 CLEAR DSL.5% BIO-ULSD	1,505.0	2.299400	3,460.60	0700011012
		DELIVERY FEE	1,505.0	.06030	90.75	
		TANK 2 CLEAR DIESEL				
		MO STATE DIESEL TAX	1,505.0	.270000	406.35	
		KS INSPECTION FEE DIESEL	1,505.0	.000300	.45	
		MO INSPECTION FEE DIESEL	1,505.0	.000900	1.35	
		MO TRANSPORT LOAD FEE DL	1,505.0	.004000	6.02	
		OIL SPILL FEE-BIO DIESEL	1,505.0	.002036	3.06	
		FEDERAL EXCISE LUST FUND	1,505.0	.001000	1.51	
		FED SUPERFUND B5 DSL	1,505.0	.003846	5.79	
3/25/2025	27295851	87 OCTANE GASOHOL	4,020.0	2.050300	8,242.21	
		DELIVERY FEE	4,020.0	.05620	225.92	
		TANK 1 UNLEADED				
		MO STATE GASOHOL TAX	4,020.0	.270000	1,085.40	
		KS INSPECTION FEE GAS	4,020.0	.000300	1.21	
		MO INSPECTION FEE GAS	4,020.0	.000900	3.62	
		MO TRANSPORT LOAD FEE GS	4,020.0	.004000	16.08	
		OIL SPILL FEE -GASOHOL	4,020.0	.001929	7.75	
		FEDERAL EXCISE LUST FUND	4,020.0	.001000	4.02	
		FED SUPERFUND GASOHOL	4,020.0	.003643	14.64	
				BALANCE DUE	13,576.73	
				LESS DISCOUNT	11.70	
				BALANCE DUE IF PAID BY	13,565.03	

THE FOLLOWING PORTION WILL BE DUE ON 4/14/2025 IN THE AMOUNT OF $***13,565.03

#2 CLEAR DSL.5% BIO-ULSD ULTRA LOW SULFUR DIESEL

TERMS

THANK YOU

IF THE AMOUNTS DUE ARE NOT PAID BY THE DUE DATE, THE INTEREST SHALL BE ASSESSED AT 1 1/2% PER MONTH.

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

FRAZIER OIL CO.
PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775

DATE PRINTED: 6/11/25

PAGE: 2

ACCOUNT #: 11732

INVOICE: 0151778

BILL TO: CITY OF KANSAS CITY, MO
KCMO CENTRAL FLEET
5300 MUNICIPAL AVE.
KANSAS CITY MO 64120

SHIP TO: FIRE STATION 14
8300 N. BRIGHTON AVE.
KANSAS CITY MO 64119

DATE	B-O-L #	DESCRIPTION	QTY./$	UNIT PRICE	NET AMT.	P/O #
		15 PPM SULFUR MAXIMUM CONTENT REQUIRED FOR USE IN ALL DIESEL ENGINES.				
		87 OCTANE GASOHOL A-C THIS PRODUCT DOES NOT MEET				
3/25/2025	7295851	#2 CLEAR DSL.5% BIO-ULSD	1,505	2.6395	$****3,975.88	$********3.46	$****3,972.42
3/25/2025	7295851	87 OCTANE GASOHOL	4,020	2.3862	$****9,600.85	$********8.24	$****9,592.61

TERMS

THANK YOU

IF THE AMOUNTS DUE ARE NOT PAID BY THE DUE DATE, THE INTEREST SHALL BE ASSESSED AT 1 1/2% PER MONTH.

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

FRAZIER OIL CO.

PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775
EMAIL: bcarpenter@frazieroil.com

PRICES FOR:

CITY OF KANSAS CITY-PRICING
CENTRAL FLEET
1901 BROOKLYN
KANSAS CITY MO 64127

FREIGHT LOCATION:

RACK PRICING SHEET
1901 BROOKLYN AVE.

KANSAS CITY MO64127

DATE PRINTED: 06-11-2025
TIME PRINTED: 11:59:08

DATE OF PRICES: 03-25-2025
TIME OF PRICES: 18:00

PRODUCT P66 BRANDED	DF2-CLEAR	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.41340	2.09850	2.73990
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FEDERAL OIL SPILL	.00214	.00192	.00214
FEDERAL LUST TAX	.00100	.00100	.00100
FED. SUPERFUND	.00404		.00404
FED SUPERFUND GH		.00364	
TOTAL COST PER GALLON	2.69578	2.38026	3.02228

PRODUCT P66 UNBRANDED	DF2-5% BIO	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.29940	2.05030	2.39670
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FED.OIL SPILL 5% BIO	.00203		
FEDERAL LUST TAX	.00100	.00100	.00100
FED SUPERFUND B5 DSL	.00384		
FEDERAL OIL SPILL		.00192	.00214
FED SUPERFUND GH		.00364	
FED. SUPERFUND			.00404
TOTAL COST PER GALLON	2.58147	2.33206	2.67908

PRODUCT SIN BRANDED	DF2-CLEAR	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.38140	2.10540	2.59720
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FEDERAL OIL SPILL	.00214	.00192	.00214
FEDERAL LUST TAX	.00100	.00100	.00100
FED. SUPERFUND	.00404		.00404
FED SUPERFUND GH		.00364	
TOTAL COST PER GALLON	2.66378	2.38716	2.87958

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

BILL OF LADING # 2729585
TRANSACTION # 52793
PAGE #.1

MAGELLAN PIPELINE COMPANY, L.P.

A SUBSIDIARY OF MAGELLAN MIDSTREAM PARTNERS, L.P.
P.O. BOX 22186, TULSA, OKLAHOMA 74121-2186

START TIME: 2025-03-25 11:45:1
END TIME: 2025-03-25 11:53:3

DOT FIRST RESPONDER INFORMATION	GROSS VOL	MEAS
NA1993, DIESEL FUEL, 3, PGIII ERG#128	1501	GAL
UN1203, GASOLINE, 3, PGII ERG#128	4001	GAL
ONE CARGO TANK		

MAGELLAN

EMERGENCY CONTACT NUMBER: 800-451-8346 3E for Magellan

TERMINAL ADDRESS: 401 E. Donovan Rd
Kansas City, KS 66115
EPA-Facility ID:4026-80500

CARRIER:
ROBERTSON-WILLIAMS TRANSPORT
KANSAS CITY, MO
INSURANCE EXP DATE:2025-09-01 23:59:59.0
VTC: 1747

SUPPLIER: 0197
HF SINCLAIR
2828 N. HARWOOD, SUITE 1300
DALLAS, TX
EPA:5053
PETROEX: 335331

DESTINATION: 000754
FRAZIER ENERGY
VARIOUS, MO

GRADE	RECIPE INFORMATION	GRS	NET	ADD	BLN	UOM	GRV	TMP/PSI	MTR
1C	WINTER REGULAR CONVENTIONAL GASOLINE DETERGENT ADDITIZED GASOLINE E10. CONTAINS BETWEEN 9 AND 10 VOL % ETHANOL	2000	2009	5	O	GAL	64 729	53.8	4-1
1C	WINTER REGULAR CONVENTIONAL GASOLINE DETERGENT ADDITIZED GASOLINE E10. CONTAINS BETWEEN 9 AND 10 VOL % ETHANOL.	2001	2011	5	O	GAL	64 731	53.2	4-2
X	ULTRA LOW SULFUR #2 DIESEL UNDYED 15 PPM SULFUR (MAX) ULSD FOR USE IN ALL DIESEL VEHICLES AND ENGINES	1501	1505	0	N	GAL	36 800	54.7	4-3

detention: 10:35-12:00

additive: 1/2 gal of diesel clear
1/2 gal of diesel Kleen

.....PRODUCT/NETCODE TOTALS (PRD/NETCDE=GROSS,NET).....
1C = 4001, 4020 X = 1501, 1505
065 = 3601, 3618 241 = 400, 402

GASOLINE WITH AN "O" or "A" SUFFIX IN THE BLN (BLEND) COLUMN E10: CONTAINS BETWEEN 9 AND 10 VOL% ETHANOL GASOLINE WITH A "J" SUFFIX IN THE BLN (BLEND)
COLUMN IS E15: CONTAINS BETWEEN 10 AND 15 VOL% ETHANOL. GASOLINE WITH "G" IN THE BLN (BLEND) COLUMN CONTAINS GREATER THAN 10% ETHANOL. D NOT
BLEND THESE FUELS WITH ETHANOL OR ANY OTHER OXYGENATE. GASOLINE WITH A "B" OR "N" SUFFIX IN THE BLN (BLEND) COLUMN IS E0: CONTAINS NO ETHANOL.
FOLLOWING ARE THE BLN (BLEND) INDICATORS FOR BIODIESEL BLENDS: D=2% BIODIESEL F=5% BIODIESEL. E=6% BIODIESEL. H=10% BIODIESEL. C=11% BIODIESEL. K=15% BIODIESEL. L=20% BIODIESEL.
CONTACT THE INVENTORY OWNER AND/OR SUPPLIER OF THIS PRODUCT TO DETERMINE IF IT HAS BEEN RESTRICTED FROM USE IN ANY PRODUCT MARKETED A E15.
JET FUEL WITH "4" SUFFIX IN THE ADD (ADDITIVE) COLUMN CONTAINS DEICER ADDITIVE. DIESEL WITH "3" IN THE ADD COLUMN CONTAINS COLD FLOW IMPROVEF DIESEL WITH "6" IN ADD COLUMN CONTAINS PDA.
EFFECTIVE 1/1/2021, MPL IS A DESIGNATED E10 SYSTEM. ANY GASOLINE BLENDED WITH LESS THAN 10% ETHANOL MAY RESULT IN AN ADDITIONAL OBLIGATION BORNE BY THE SUPPLIER OR RETAIL STATION.
PRODUCTS LOADED AND TRANSPORTED OFF-SITE FOR FURTHER DOWNSTREAM BLENDING PRIOR TO RETAIL SALE, MAY NOT BE SUFFICIENTLY ADDITIZED TO MEET APPLICABLE FUEL SPECIFICATIONS OR REGULATIONS. ULSD MINIMUM FLASH: 125 DEGREES.

CARRIER CERTIFIES that the CARGO TANK or TANKS, supplied for this shipment is a proper container for the transportation of this commodity. By leaving Magellan property with this document, I acknowled that if I have been injured while on terminal premises, I have notified Magellan Pipeline personnel of this fact prior to leaving the terminal. I also acknowledge that I was provided a copy of the appropriate Emergency Response Guide(s) with this Bill of Lading.

SEALS

BADGE/DRIVER: 81410 AARON PETTY

Document ID:

This volume of neat or blended ethanol, bio diesel or renewable diesel is designated and intended for use as transportation fuel, heating oil or jet fuel in the 48 U.S. contiguous states and Hawaii. Any persons exporting this fuel is subject to the requirements of 40 CFR 80.1430. No assigned RINs transferred by Magellan

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

HF Sinclair Refining & Marketing LLC
Fuel Invoice

Invoice No: 205722415
Invoice Date: 03/25/2025

Invoice

Account #: 1106233
Transaction #: 205722415
Bill To: FRAZIER ENERGY LLC
100 WHITNEY AVE
GOWER, MO 64454

Payment Due: 04/01/2025
Terms:
Remit To: Funds will be drafted from or credited to your bank account on the due date

Ship To

Customer #: 1106233
Customer: FRAZIER ENERGY LLC
Destination: Missouri

Shipping Information

Bill of Lading: 2729585
Load ID: 335331
Ship Date/Time: 03/25/2025 11:45:00 AM
Shipped From: KANSAS CITY, KS
Carrier: ROBERTSON- WILLIAMS

Prod Code	Product Description	UOM	Unit Price	Billed Qty	Amount
100067	DIESEL #2 ULTRA LOW SULFUR	GA	2.299400	1,505.000	3,460.60
	St. Excise Tax - DSL		0.270000		406.35
	Fed Env. Oil Spill		0.002143		3.23
	Inspection Fee		0.001200		1.80
	Fed Excise Tax - DSL		0.244000		367.22
	State DSL Discount		- 0.005400		- 8.13
	Fed Hazard Subst Fee		0.004048		6.09
	Loading Fee		0.004000		6.02
100123	GASO CONV 87 OCT UL 10% ETH	GA	2.050300	4,020.000	8,242.21
	St. Excise Tax - GAS		0.270000		1,085.40
	Fed Hazard Subst Fee		0.003643		14.64
	Loading Fee		0.004000		16.08
	Fed Excise Tax - GAS		0.184000		739.68
	State Gas Discount		- 0.008100		- 32.56
	Inspection Fee		0.001200		4.83
	Fed Env. Oil Spill		0.001929		7.75
				Invoice Subtotal:	14,321.21

3.3.2.1: Pricing: March 26, 2025

The data below is from the OPIS Benchmark file from 3-26-2025 for the Kansas City area terminals, which show all the 10% Ethanol 87-Octane Gasoline and all #2 Diesel Fuel prices for March 26, 2025. Below the OPIS data are the supporting invoices, price sheets, bill of ladings, and supplier invoices.

KANSAS CITY, KS 2025-03-26 10:01:10 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL CBOB ETHANOL(10%) PRICES 9.0 RVP

				Unl	Move	Mid	Move	Pre	Move	Move Date	Time
Valero	u	KCKS	MAGELLAN	203.72	- 1.81	208.72	- 1.81	211.72	- 1.81	03/25	18:00
Growmark	u	KCKS	MAGELLAN	204.15	- 3.02	219.11o	- 1.27	223.80	- 3.27	03/25	18:00
CVR S&T	u	KCKS	MAGELLAN	204.79	- 1.91	210.13	- 1.90	213.94	- 1.91	03/25	18:00
HTP Enrgy	u	KCKS	MAGELLAN	206.33	+ .33	210.89	- .46	214.95	- .50	03/25	18:00
Cenex	b	KCKS	MAGELLAN	206.65	- 2.00	225.88	- 2.09	253.67	- 1.95	03/25	18:00
WorldFuel	u	KCKS	MAGELLAN	207.20	- 1.72	214.63	- 1.51	219.50	- 1.02	03/25	18:00
PSX	u	KCKS	PSX	207.30	- .96	232.30	- .96	254.30	- .96	03/25	18:00
PSX	b	KCKS	MAGELLAN	207.75	- 3.00	224.60	- 3.00	255.75	- 3.00	03/25	18:00
PSX	b	KCKS	PSX	207.75	- 3.00	224.60	- 3.00	255.75	- 3.00	03/25	18:00
FlntHlsRs	u	KCKS	MAGELLAN	207.90	- 3.75	209.15	- 3.75	211.45	- 3.75	03/25	17:00
Sinclair	b	KCKS	HEP	208.43	- .93	226.52	- 1.03	255.39	- 1.12	03/25	18:00
Sinclair	b	KCKS	MAGELLAN	208.43	- .93	226.52	- 1.03	255.39	- 1.12	03/25	18:00
Shell	b	KCKS	MAGELLAN	210.60	- .20	250.60	- .20	272.60	- .20	03/25	18:00
Sinclair	u	KCKS	HEP	210.80	+ .33	228.81	+ .22	257.97	+ .12	03/25	18:00
Sinclair	u	KCKS	MAGELLAN	210.80	+ .33	228.81	+ .22	257.97	+ .12	03/25	18:00
BP	b	KCKS	MAGELLAN	212.22	- 1.10	243.92	- 1.10	270.98	- 1.10	03/25	18:00
BP	b	SUMO	BUCKEYE	212.22	- 1.10	243.92	- 1.10	270.98	- 1.10	03/25	18:00
Valero	b	KCKS	MAGELLAN	213.34	- 6.07	238.59	- 6.06	264.29	- 6.06	03/25	18:01
Sunoco	b	KCKS	MAGELLAN	215.61	- 2.95	-- --	-- --	260.05	- 2.95	03/25	18:00
TMNL LOW RACK				203.72		208.72		211.45			
TMNL HIGH RACK				215.61		250.60		272.60			
TMNL RACK AVG				208.74		226.39		246.34			
OPIS GROUP 3 DELIVERED SPOT (SRI)											
FOB KANSAS CITY				210.75		-- --		-- --			
TMNL BRD LOW RACK				206.65		224.60		253.67			
TMNL BRD HIGH RACK				215.61		250.60		272.60			
TMNL BRD RACK AVG				210.30		233.91		261.49			

KANSAS CITY, KS 2025-03-26 10:01:10 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL ULTRA LOW SULFUR DISTILLATE PRICES

				No.2	Move	No.1	Move	Pre	Move	Move Date	Time
CVR S&T	u	KCKS	MAGELLAN	233.34	+ 2.90	249.24	+ 2.90	234.59	+ 2.90	03/25	18:00
HTP Enrgy	u	KCKS	MAGELLAN	234.03	+ 3.03	267.40	+11.20	-- --	-- --	03/25	18:00
Valero	u	KCKS	MAGELLAN	234.08	+ 2.88	256.83	+ 2.88	-- --	-- --	03/25	18:00
Cenex	b	KCKS	MAGELLAN	234.44	+ 2.57	258.21	+ 2.74	239.14	+ 2.57	03/25	18:00
Growmark	u	KCKS	MAGELLAN	234.63	- .50	257.74	- .50	236.08	- .50	03/25	18:00
Sunoco	b	KCKS	MAGELLAN	234.89	+ 2.11	-- --	-- --	-- --	-- --	03/25	18:00
Shell	b	KCKS	MAGELLAN	235.65	+ 2.76	-- --	-- --	-- --	-- --	03/25	18:00
BP	b	KCKS	MAGELLAN	235.67	+ 1.85	285.04	+ 1.85	-- --	-- --	03/25	18:00
BP	b	SUMO	BUCKEYE	235.67	+ 1.85	285.04	+ 1.85	-- --	-- --	03/25	18:00
WorldFuel	u	KCKS	MAGELLAN	235.70	+ 2.20	263.70	+ 2.20	237.20	+ 2.20	03/25	18:00
Sinclair	b	KCKS	HEP	235.76	+ 2.29	259.70	+ 2.35	238.98	+ 2.29	03/25	18:00
Sinclair	b	KCKS	MAGELLAN	235.76	+ 2.29	259.70	+ 2.35	-- --	-- --	03/25	18:00
Sinclair	u	KCKS	HEP	235.89	+ 2.29	258.32	+ 2.35	239.14	+ 2.29	03/25	18:00
Sinclair	u	KCKS	MAGELLAN	235.89	+ 2.29	258.32	+ 2.35	-- --	-- --	03/25	18:00
Valero	b	KCKS	MAGELLAN	235.95	+ 4.43	-- --	-- --	-- --	-- --	03/25	18:00
FlntHlsRs	u	KCKS	MAGELLAN	237.43	+ 2.50	267.43	+ 2.50	-- --	-- --	03/25	17:00
PSX	b	KCKS	MAGELLAN	238.93	+ 2.80	288.93	+ 2.80	-- --	-- --	03/25	18:00
PSX	u	KCKS	MAGELLAN	239.00	+ 2.79	-- --	-- --	-- --	-- --	03/25	18:00
PSX	u	KCKS	PSX	239.00	+ 2.79	-- --	-- --	-- --	-- --	03/25	18:00
PSX	b	KCKS	PSX	239.73	+ 2.80	-- --	-- --	-- --	-- --	03/25	18:00
TMNL LOW RACK				233.34		249.24		234.59			
TMNL HIGH RACK				239.73		288.93		239.14			
TMNL RACK AVG				236.07		265.40		237.52			
OPIS GROUP 3 SPOT MEAN - 03/25											
FOB MAGELLAN				226.590		-- --		-- --			
OPIS GROUP 3 DELIVERED SPOT (SRI)											
FOB KANSAS CITY				232.51		252.51		234.76			
TMNL BRD LOW RACK				234.44		258.21		238.98			
TMNL BRD HIGH RACK				239.73		288.93		239.14			
TMNL BRD RACK AVG				236.25		272.77		239.06			

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

FRAZIER OIL CO.
PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775

DATE PRINTED: 6/11/25

PAGE: 1

ACCOUNT #: 11732

INVOICE: 0151779

BILL TO: CITY OF KANSAS CITY, MO
KCMO CENTRAL FLEET
5300 MUNICIPAL AVE.
KANSAS CITY MO 64120

SHIP TO: FIRE STATION 19
550 W. 43RD ST.
KANSAS CITY MO 64111

DATE	B-O-L #	DESCRIPTION	QTY./$	UNIT PRICE	NET AMT.	P/O #
3/26/2025	27299631	87 OCTANE GASOHOL	4,022.0	2.032200	8,173.50	0700011012
		DELIVERY FEE	4,022.0	.05620	226.04	
		TANK 1 UNLEADED				
		MO STATE GASOHOL TAX	4,022.0	.270000	1,085.94	
		KS INSPECTION FEE GAS	4,022.0	.000300	1.21	
		MO INSPECTION FEE GAS	4,022.0	.000900	3.62	
		MO TRANSPORT LOAD FEE GS	4,022.0	.004000	16.09	
		OIL SPILL FEE -GASOHOL	4,022.0	.001929	7.76	
		FEDERAL EXCISE LUST FUND	4,022.0	.001000	4.02	
		FED SUPERFUND GASOHOL	4,022.0	.003643	14.65	
3/26/2025	27299641	#2 CLEAR DSL.5% BIO-ULSD	1,506.0	2.328400	3,506.57	
		DELIVERY FEE	1,506.0	.06030	90.81	
		TANK 2 CLEAR DIESEL				
		MO STATE DIESEL TAX	1,506.0	.270000	406.62	
		KS INSPECTION FEE DIESEL	1,506.0	.000300	.45	
		MO INSPECTION FEE DIESEL	1,506.0	.000900	1.36	
		MO TRANSPORT LOAD FEE DL	1,506.0	.004000	6.02	
		OIL SPILL FEE-BIO DIESEL	1,506.0	.002036	3.07	
		FEDERAL EXCISE LUST FUND	1,506.0	.001000	1.51	
		FED SUPERFUND B5 DSL	1,506.0	.003846	5.79	
				BALANCE DUE	13,555.03	
				LESS DISCOUNT	11.68	
				BALANCE DUE IF PAID BY	13,543.35	

THE FOLLOWING PORTION WILL BE DUE ON 4/15/2025 IN THE AMOUNT OF $***13,543.35

87 OCTANE GASOHOL A-C THIS PRODUCT DOES NOT MEET

TERMS

THANK YOU

IF THE AMOUNTS DUE ARE NOT PAID BY THE DUE DATE, THE INTEREST SHALL BE ASSESSED AT 1 1/2% PER MONTH.

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

FRAZIER OIL CO.
PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775

DATE PRINTED: 6/11/25

PAGE: 2

ACCOUNT #: 11732

INVOICE: 0151779

BILL TO: CITY OF KANSAS CITY, MO
KCMO CENTRAL FLEET
5300 MUNICIPAL AVE.
KANSAS CITY MO 64120

SHIP TO: FIRE STATION 19
550 W. 43RD ST.
KANSAS CITY MO 64111

DATE	B-O-L #	DESCRIPTION	QTY./$	UNIT PRICE	NET AMT.	P/O #
		THE REQUIREMENTS FOR REFORM-ULATED GASOLINE, AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA.				
		#2 CLEAR DSL.5% BIO-ULSD ULTRA LOW SULFUR DIESEL 15 PPM SULFUR MAXIMUM CONTENT REQUIRED FOR USE IN ALL DIESEL ENGINES.				
3/26/2025	7299631	87 OCTANE GASOHOL	4,022	2.3681	$****9,532.83	$********8.17 $****9,524.66
3/26/2025	7299641	#2 CLEAR DSL.5% BIO-ULSD	1,506	2.6685	$****4,022.20	$********3.51 $****4,018.69

TERMS

THANK YOU

IF THE AMOUNTS DUE ARE NOT PAID BY THE DUE DATE, THE INTEREST SHALL BE ASSESSED AT 1 1/2% PER MONTH.

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

FRAZIER OIL CO.

PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775
EMAIL: bcarpenter@frazieroil.com

PRICES FOR:

CITY OF KANSAS CITY-PRICING
CENTRAL FLEET
1901 BROOKLYN
KANSAS CITY MO 64127

FREIGHT LOCATION:

RACK PRICING SHEET
1901 BROOKLYN AVE.

KANSAS CITY MO64127

DATE PRINTED: 06-11-2025
TIME PRINTED: 11:56:43

DATE OF PRICES: 03-26-2025
TIME OF PRICES: 18:00

PRODUCT P66 BRANDED	DF2-CLEAR	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.42750	2.12150	2.75190
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FEDERAL OIL SPILL	.00214	.00192	.00214
FEDERAL LUST TAX	.00100	.00100	.00100
FED. SUPERFUND	.00404		.00404
FED SUPERFUND GH		.00364	
TOTAL COST PER GALLON	2.70988	2.40326	3.03428

PRODUCT P66 UNBRANDED	DF2-5% BIO	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.32840	2.03220	2.39670
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FED.OIL SPILL 5% BIO	.00203		
FEDERAL LUST TAX	.00100	.00100	.00100
FED SUPERFUND B5 DSL	.00384		
FEDERAL OIL SPILL		.00192	.00214
FED SUPERFUND GH		.00364	
FED. SUPERFUND			.00404
TOTAL COST PER GALLON	2.61047	2.31396	2.67908

PRODUCT SIN BRANDED	DF2-CLEAR	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.38830	2.11550	2.60180
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FEDERAL OIL SPILL	.00214	.00192	.00214
FEDERAL LUST TAX	.00100	.00100	.00100
FED. SUPERFUND	.00404		.00404
FED SUPERFUND GH		.00364	
TOTAL COST PER GALLON	2.67068	2.39726	2.88418

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

BOL: 27 22463

TRANSACTION #:53128
PAGE #:1

MAGELLAN PIPELINE COMPANY, L.P.

A SUBSIDIARY OF MAGELLAN MIDSTREAM PARTNERS, L.P.
P.O. BOX 22186, TULSA, OKLAHOMA 74121-2186

START TIME: 2025-03-26 10:07:5
END TIME: 2025-03-26 10:15:5

DOT FIRST RESPONDER INFORMATION	GROSS VOL	MEAS
UN1203, GASOLINE, 3, PGII ERG#128	4000	GAL
NA1993, DIESEL FUEL, 3, PGIII ERG#128 Terminal delay From 9:15-10:20	1501	GAL
ONE CARGO TANK		

EMERGENCY CONTACT NUMBER: 800-451-8346 3E for Magellan

TERMINAL ADDRESS: 401 E. Donovan Rd
Kansas City, KS 66115
EPA-Facility ID 4026-80500

CARRIER:
ROBERTSON-WILLIAMS TRANSPORT
KANSAS CITY, MO
INSURANCE EXP DATE:2025-09-01 23:59:59.0
VTC: 2045

SUPPLIER: 0197
HF SINCLAIR
2828 N. HARWOOD, SUITE 1300
DALLAS, TX
EPA: 5053
PETROEX: 335331

DESTINATION: 000754
FRAZIER ENERGY
VARIOUS, MO

GRADE	RECIPE INFORMATION	GRS	NET	ADD	BLN	UOM	GRV	TMP/PSI	MTR
1C	WINTER REGULAR CONVENTIONAL GASOLINE DETERGENT ADDITIZED GASOLINE E10: CONTAINS BETWEEN 9 AND 10 VOL % ETHANOL.	2499	2514	5	O	GAL	64.732	52	1-1
1C	WINTER REGULAR CONVENTIONAL GASOLINE DETERGENT ADDITIZED GASOLINE E10: CONTAINS BETWEEN 9 AND 10 VOL % ETHANOL.	1501	1508	5	O	GAL	64.738	52.4	1-2

----------PRODUCT/NETCODE TOTALS (PRD/NETCDE=GROSS,NET)----------
1C = 4000, 4022
065 = 3600, 3621 241 = 400, 401

GASOLINE WITH AN "O" or "A" SUFFIX IN THE BLN (BLEND) COLUMN E10: CONTAINS BETWEEN 9 AND 10 VOL% ETHANOL. GASOLINE WITH A "J" SUFFIX IN THE BLN (BLEND)
COLUMN IS E15: CONTAINS BETWEEN 10 AND 15 VOL% ETHANOL. GASOLINE WITH "G" IN THE BLN (BLEND) COLUMN CONTAINS GREATER THAN 10% ETHANOL. D NOT
BLEND THESE FUELS WITH ETHANOL OR ANY OTHER OXYGENATE. GASOLINE WITH A "B" OR "N" SUFFIX IN THE BLN (BLEND) COLUMN IS E0: CONTAINS NO ETHANOL.
FOLLOWING ARE THE BLN (BLEND) INDICATORS FOR BIODIESEL BLENDS: D=2% BIODIESEL. F=5% BIODIESEL. E=6% BIODIESEL. H=10% BIODIESEL. C=11% BIODIESEL. K=15% BIODIESEL. L=20% BIODIESEL.
CONTACT THE INVENTORY OWNER AND/OR SUPPLIER OF THIS PRODUCT TO DETERMINE IF IT HAS BEEN RESTRICTED FROM USE IN ANY PRODUCT MARKETED E15.
JET FUEL WITH "4" SUFFIX IN THE ADD (ADDITIVE) COLUMN CONTAINS DEICER ADDITIVE. DIESEL WITH "3" IN THE ADD COLUMN CONTAINS COLD FLOW IMPROVE DIESEL WITH "6" IN ADD COLUMN CONTAINS PDA.
EFFECTIVE 1/1/2021, MPL IS A DESIGNATED E10 SYSTEM. ANY GASOLINE BLENDED WITH LESS THAN 10% ETHANOL MAY RESULT IN AN ADDITIONAL OBLIGATION BORNE BY THE SUPPLIER OR RETAIL STATION.
PRODUCTS LOADED AND TRANSPORTED OFF-SITE FOR FURTHER DOWNSTREAM BLENDING PRIOR TO RETAIL SALE, MAY NOT BE SUFFICIENTLY ADDITIZED TO MEET APPLICABLE FUEL SPECIFICATIONS OR REGULATIONS. ULSD MINIMUM FLASH: 125 DEGREES.

CARRIER CERTIFIES that the CARGO TANK or TANKS, supplied for this shipment is a proper container for the transportation of this commodity. By leaving Magellan property with this document, I acknowle that if I have been injured while on terminal premises, I have notified Magellan Pipeline personnel of this fact prior to leaving the terminal. I also acknowledge that I was provided a copy of the appropriate Emergency Response Guide(s) with this Bill of Lading.

SEALS

BADGE/DRIVER: 81478 BRIAN MARTINEZ

This volume of neat or blended ethanol, bio diesel or renewable diesel is designated and intended for use as transportation fuel, heating oil or jet fuel in the 48 U.S. contiguous states and Hawaii. Any persons exporting this fuel is subject to the requirements of 40 CFR 80.1430. No assigned RINs transferred by Magellan.

Document ID

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

HF Sinclair Refining & Marketing LLC
Fuel Invoice

Invoice No: 205725786
Invoice Date: 03/26/2025

Invoice

Account #: 1106233

Transaction #: 205725786

Bill To: FRAZIER ENERGY LLC
100 WHITNEY AVE
GOWER, MO 64454

Payment Due: 04/02/2025

Terms:

Remit To: Funds will be drafted from or credited to your bank account on the due date

Ship To

Customer #: 1106233

Customer: FRAZIER ENERGY LLC

Destination: Missouri

Shipping Information

Bill of Lading: 2729963

Load ID: 335331

Ship Date/Time: 03/26/2025 10:07:00 AM

Shipped From: KANSAS CITY, KS

Carrier: ROBERTSON- WILLIAMS

Prod Code	Product Description	UOM	Unit Price	Billed Qty	Amount
100123	GASO CONV 87 OCT UL 10% ETH	GA	2.032200	4,022.000	8,173.51
	Fed Env. Oil Spill		0.001929		7.76
	Loading Fee		0.004000		16.09
	St. Excise Tax - GAS		0.270000		1,085.94
	Fed Hazard Subst Fee		0.003643		14.65
	Inspection Fee		0.001200		4.83
	Fed Excise Tax - GAS		0.184000		740.05
	State Gas Discount		- 0.008100		- 32.58

Invoice Subtotal: 10,010.25

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

BILL OF LADING #:2729964
TRANSACTION #:53128
PAGE #:1

MAGELLAN PIPELINE COMPANY, L.P.

A SUBSIDIARY OF MAGELLAN MIDSTREAM PARTNERS, L.P.
P.O. BOX 22186, TULSA, OKLAHOMA 74121-2186

START TIME: 2025-03-26 10:07:50
END TIME: 2025-03-26 10:15:58

DOT FIRST RESPONDER INFORMATION	GROSS VOL	MEAS
UN1203, GASOLINE, 3, PGII ERG#128	4000	GAL
NA1993, DIESEL FUEL, 3, PGIII ERG#128	1501	GAL
1/2 gallon Diesel Kleen		
1 gallon Diesel Clear		
ONE CARGO TANK		

EMERGENCY CONTACT NUMBER: 800-451-8346 3E for Magellan

TERMINAL ADDRESS: 401 E. Donovan Rd
Kansas City, KS 66115
EPA-Facility ID:4026-80500

CARRIER:
ROBERTSON-WILLIAMS TRANSPORT
KANSAS CITY, MO
INSURANCE EXP DATE:2025-09-01 23:59:59.0
VTC: 2045

SUPPLIER: 0197
HF SINCLAIR
2828 N. HARWOOD, SUITE 1300
DALLAS, TX
EPA:5053
PETROEX: 335331

DESTINATION: 000754
FRAZIER ENERGY
VARIOUS, MO

GRADE	RECIPE INFORMATION	GRS	NET	ADD	BLN	UOM	GRV	TMP/PSI	MTR	OC
X	ULTRA LOW SULFUR #2 DIESEL UNDYED 15 PPM SULFUR (MAX) ULSD FOR USE IN ALL DIESEL VEHICLES AND ENGINES.	1501	1506	0	N	GAL	36 800	52.5	1-3	

----------PRODUCT/NETCODE TOTALS (PRD/NETCDE=GROSS,NET)----------
X = 1501, 1506

GASOLINE WITH AN "O" or "A" SUFFIX IN THE BLN (BLEND) COLUMN E10: CONTAINS BETWEEN 9 AND 10 VOL% ETHANOL. GASOLINE WITH A "J" SUFFIX IN THE BLN (BLEND)
COLUMN IS E15: CONTAINS BETWEEN 10 AND 15 VOL% ETHANOL. GASOLINE WITH "G" IN THE BLN (BLEND) COLUMN CONTAINS GREATER THAN 10% ETHANOL. DO NOT
BLEND THESE FUELS WITH ETHANOL OR ANY OTHER OXYGENATE. GASOLINE WITH A "B" OR "N" SUFFIX IN THE BLN (BLEND) COLUMN IS E0: CONTAINS NO ETHANOL.
FOLLOWING ARE THE BLN (BLEND) INDICATORS FOR BIODIESEL BLENDS: D=2% BIODIESEL. F=5% BIODIESEL. E=6% BIODIESEL. H=10% BIODIESEL. C=11% BIODIESEL. K=15% BIODIESEL. L=20% BIODIESEL.
CONTACT THE INVENTORY OWNER AND/OR SUPPLIER OF THIS PRODUCT TO DETERMINE IF IT HAS BEEN RESTRICTED FROM USE IN ANY PRODUCT MARKETED AS E15.
JET FUEL WITH "4" SUFFIX IN THE ADD (ADDITIVE) COLUMN CONTAINS DEICER ADDITIVE. DIESEL WITH "3" IN THE ADD COLUMN CONTAINS COLD FLOW IMPROVER. DIESEL WITH "6" IN ADD COLUMN CONTAINS PDA.
EFFECTIVE 1/1/2021, MPL IS A DESIGNATED E10 SYSTEM. ANY GASOLINE BLENDED WITH LESS THAN 10% ETHANOL
MAY RESULT IN AN ADDITIONAL OBLIGATION BORNE BY THE SUPPLIER OR RETAIL STATION.
PRODUCTS LOADED AND TRANSPORTED OFF-SITE FOR FURTHER DOWNSTREAM BLENDING PRIOR TO RETAIL SALE, MAY NOT BE SUFFICIENTLY ADDITIZED TO MEET APPLICABLE FUEL SPECIFICATIONS OR REGULATIONS. ULSD MINIMUM FLASH: 125 DEGREES.

CARRIER CERTIFIES that the CARGO TANK or TANKS, supplied for this shipment is a proper container for the transportation of this commodity. By leaving Magellan property with this document, I acknowledge that if I have been injured while on terminal premises, I have notified Magellan Pipeline personnel of this fact prior to leaving the terminal. I also acknowledge that I was provided a copy of the appropriate Emergency Response Guide(s) with this Bill of Lading.

SEALS

BADGE/DRIVER: 81478 BRIAN MARTINEZ

This volume of neat or blended ethanol, bio diesel or renewable diesel is designated and intended for use as transportation fuel, heating oil or jet fuel in the 48 U.S. contiguous states and Hawaii. Any persons exporting this fuel is subject to the requirements of 40 CFR 80.1430. No assigned RINs transferred by Magellan.

Document ID: v1 (

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

HF Sinclair Refining & Marketing LLC
Fuel Invoice

Invoice No: 205725787
Invoice Date: 03/26/2025

Invoice

Account #: 1106233

Transaction #: 205725787

Bill To: FRAZIER ENERGY LLC
100 WHITNEY AVE
GOWER, MO 64454

Payment Due: 04/02/2025

Terms:

Remit To: Funds will be drafted from or credited to your bank account on the due date

Ship To

Customer #: 1106233

Customer: FRAZIER ENERGY LLC

Destination: Missouri

Shipping Information

Bill of Lading: 2729964

Load ID: 335331

Ship Date/Time: 03/26/2025 10:07:00 AM

Shipped From: KANSAS CITY, KS

Carrier: ROBERTSON- WILLIAMS

Prod Code	Product Description	UOM	Unit Price	Billed Qty	Amount
100067	DIESEL #2 ULTRA LOW SULFUR	GA	2.328400	1,506.000	3,506.57
	State DSL Discount		- 0.005400		- 8.13
	Fed Env. Oil Spill		0.002143		3.23
	Loading Fee		0.004000		6.02
	Inspection Fee		0.001200		1.81
	Fed Hazard Subst Fee		0.004048		6.10
	St. Excise Tax - DSL		0.270000		406.62
	Fed Excise Tax - DSL		0.244000		367.46
				Invoice Subtotal:	4,289.68

3.3.2.1: Pricing: March 27, 2025

The data below is from the OPIS Benchmark file from 3-27-2025 for the Kansas City area terminals, which show all the 10% Ethanol 87-Octane Gasoline and all #2 Diesel Fuel prices for March 27, 2025. Below the OPIS data are the supporting invoices, price sheets, bill of ladings, and supplier invoices.

KANSAS CITY, KS 2025-03-27 10:01:19 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL CBOB ETHANOL(10%) PRICES 9.0 RVP

				Unl	Move	Mid	Move	Pre	Move	Move Date	Time
Growmark	u	KCKS	MAGELLAN	204.64	- 1.05	219.11o	- 1.27	224.29	- 1.05	03/26	18:00
CVR S&T	u	KCKS	MAGELLAN	206.20	- .84	211.54	- .84	215.35	- .84	03/26	18:00
Valero	u	KCKS	MAGELLAN	206.81	+ 3.09	211.81	+ 3.09	214.81	+ 3.09	03/26	18:00
WorldFuel	u	KCKS	MAGELLAN	208.45	- .30	215.88	- .55	220.75	- .55	03/26	18:00
Sinclair	b	KCKS	HEP	209.43	+ 1.01	227.46	+ .95	256.67	+ 1.29	03/26	18:00
Sinclair	b	KCKS	MAGELLAN	209.43	+ 1.01	227.46	+ .95	256.67	+ 1.29	03/26	18:00
PSX	u	KCKS	PSX	209.60	+ 2.30	234.60	+ 2.30	256.60	+ 2.30	03/26	18:00
Cenex	b	KCKS	MAGELLAN	209.73	+ 3.11	228.09	+ 2.23	256.80	+ 3.16	03/26	18:00
HTP Enrgy	u	KCKS	MAGELLAN	209.85	+ 3.48	213.24	+ 1.64	217.17	+ 1.83	03/26	18:00
PSX	b	KCKS	MAGELLAN	210.03	+ 2.30	226.88	+ 2.30	258.02	+ 2.30	03/26	18:00
PSX	b	KCKS	PSX	210.03	+ 2.30	226.88	+ 2.30	258.02	+ 2.30	03/26	18:00
FlntHlsRs	u	KCKS	MAGELLAN	210.15	+ 2.25	211.40	+ 2.25	213.70	+ 2.25	03/26	17:00
Sinclair	u	KCKS	HEP	210.80	+ .33	228.77	- .04	258.26	+ .29	03/26	18:00
Sinclair	u	KCKS	MAGELLAN	210.80	+ .33	228.77	- .04	258.26	+ .29	03/26	18:00
Shell	b	KCKS	MAGELLAN	212.40	+ 1.82	252.40	+ 1.82	274.40	+ 1.82	03/26	18:00
BP	b	KCKS	MAGELLAN	213.65	+ 1.44	245.34	+ 1.44	272.40	+ 1.44	03/26	18:00
BP	b	SUMO	BUCKEYE	213.65	+ 1.44	245.34	+ 1.44	272.40	+ 1.44	03/26	18:00
Sunoco	b	KCKS	MAGELLAN	216.79	+ 1.19	-- --	-- --	261.22	+ 1.19	03/26	18:00
Valero	b	KCKS	MAGELLAN	220.37	+ 7.11	244.72	+ 6.19	271.52	+ 7.30	03/26	18:00
TMNL LOW RACK				204.64		211.40		213.70			
TMNL HIGH RACK				220.37		252.40		274.40			
TMNL RACK AVG				210.67		228.27		248.28			
OPIS GROUP 3 DELIVERED SPOT (SRI)											
FOB KANSAS CITY				213.36		-- --		-- --			
TMNL BRD LOW RACK				209.43		226.88		256.67			
TMNL BRD HIGH RACK				220.37		252.40		274.40			
TMNL BRD RACK AVG				212.55		236.06		263.81			

KANSAS CITY, KS 2025-03-27 10:01:19 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL ULTRA LOW SULFUR DISTILLATE PRICES

				No.2	Move	No.1	Move	Pre	Move	Move Date	Time
Valero	u	KCKS	MAGELLAN	234.49	+ .41	257.24	+ .41	-- --	-- --	03/26	18:00
CVR S&T	u	KCKS	MAGELLAN	234.59	- .75	249.99	- .75	235.84	- .75	03/26	18:00
HTP Enrgy	u	KCKS	MAGELLAN	234.83	- .02	259.85	- 7.55	-- --	-- --	03/26	18:00
Cenex	b	KCKS	MAGELLAN	235.03	+ .59	258.71	+ .50	239.73	+ .59	03/26	18:00
Growmark	u	KCKS	MAGELLAN	236.16	- .64	259.02	- .64	237.61	- .64	03/26	18:00
Sunoco	b	KCKS	MAGELLAN	236.42	+ 1.55	-- --	-- --	-- --	-- --	03/26	18:00
Sinclair	b	KCKS	HEP	236.44	+ .69	260.45	+ .76	239.66	+ .69	03/26	18:00
Sinclair	b	KCKS	MAGELLAN	236.44	+ .69	260.45	+ .76	-- --	-- --	03/26	18:00
Sinclair	u	KCKS	HEP	236.58	+ .69	259.08	+ .76	239.83	+ .69	03/26	18:00
Sinclair	u	KCKS	MAGELLAN	236.58	+ .69	259.08	+ .76	-- --	-- --	03/26	18:00
Shell	b	KCKS	MAGELLAN	236.68	+ 1.04	-- --	-- --	-- --	-- --	03/26	18:00
WorldFuel	u	KCKS	MAGELLAN	236.90	- .60	264.90	- .60	238.40	- .60	03/26	18:00
BP	b	KCKS	MAGELLAN	237.01	+ 1.36	286.38	+ 1.36	-- --	-- --	03/26	18:00
BP	b	SUMO	BUCKEYE	237.01	+ 1.36	286.38	+ 1.36	-- --	-- --	03/26	18:00
Valero	b	KCKS	MAGELLAN	237.10	+ 1.16	-- --	-- --	-- --	-- --	03/26	18:00
FlntHlsRs	u	KCKS	MAGELLAN	238.43	+ 1.00	268.43	+ 1.00	-- --	-- --	03/26	17:00
PSX	u	KCKS	MAGELLAN	239.40	+ .40	-- --	-- --	-- --	-- --	03/26	18:00
PSX	u	KCKS	PSX	239.40	+ .40	-- --	-- --	-- --	-- --	03/26	18:00
PSX	b	KCKS	MAGELLAN	239.52	+ .60	289.53	+ .60	-- --	-- --	03/26	18:00
PSX	b	KCKS	PSX	240.32	+ .60	-- --	-- --	-- --	-- --	03/26	18:00
TMNL LOW RACK				234.49		249.99		235.84			
TMNL HIGH RACK				240.32		289.53		239.83			
TMNL RACK AVG				236.97		265.68		238.51			
OPIS GROUP 3 SPOT MEAN - 03/26											
FOB MAGELLAN				226.995		-- --		-- --			
OPIS GROUP 3 DELIVERED SPOT (SRI)											
FOB KANSAS CITY				232.92		252.92		235.17			
TMNL BRD LOW RACK				235.03		258.71		239.66			
TMNL BRD HIGH RACK				240.32		289.53		239.73			
TMNL BRD RACK AVG				237.20		273.65		239.70			

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

FRAZIER OIL CO.
PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775

DATE PRINTED: 6/11/25

PAGE: 1

ACCOUNT #: 11732

INVOICE: 0151781

BILL TO: CITY OF KANSAS CITY, MO
KCMO CENTRAL FLEET
5300 MUNICIPAL AVE.
KANSAS CITY MO 64120

SHIP TO: FIRE STATION 36
9903 HOLMES RD.
KANSAS CITY MO 64131

DATE	B-O-L #	DESCRIPTION	QTY./$	UNIT PRICE	NET AMT.	P/O #
3/27/2025	850491	#2 CLEAR DSL.5% BIO-ULSD	6,020.0	2.339900	14,086.19	0700011012
		DELIVERY FEE	6,020.0	.06030	363.01	
		TANK 1 UNLEADED				
		MO STATE DIESEL TAX	6,020.0	.270000	1,625.40	
		KS INSPECTION FEE DIESEL	6,020.0	.000300	1.81	
		MO INSPECTION FEE DIESEL	6,020.0	.000900	5.42	
		MO TRANSPORT LOAD FEE DL	6,020.0	.004000	24.08	
		OIL SPILL FEE-BIO DIESEL	6,020.0	.002036	12.26	
		FEDERAL EXCISE LUST FUND	6,020.0	.001000	6.02	
		FED SUPERFUND B5 DSL	6,020.0	.003846	23.15	
3/27/2025	850491	87 OCTANE GASOHOL	2,007.0	2.041400	4,097.09	
		DELIVERY FEE	2,007.0	.05620	112.79	
		TANK 2 CLEAR DIESEL				
		MO STATE GASOHOL TAX	2,007.0	.270000	541.89	
		KS INSPECTION FEE GAS	2,007.0	.000300	.60	
		MO INSPECTION FEE GAS	2,007.0	.000900	1.81	
		MO TRANSPORT LOAD FEE GS	2,007.0	.004000	8.03	
		OIL SPILL FEE -GASOHOL	2,007.0	.001929	3.87	
		FEDERAL EXCISE LUST FUND	2,007.0	.001000	2.01	
		FED SUPERFUND GASOHOL	2,007.0	.003643	7.31	
				BALANCE DUE	20,922.74	
				LESS DISCOUNT	18.19	
				BALANCE DUE IF PAID BY	20,904.55	

THE FOLLOWING PORTION WILL BE DUE ON 4/16/2025 IN THE AMOUNT OF $***20,904.55

#2 CLEAR DSL.5% BIO-ULSD ULTRA LOW SULFUR DIESEL

TERMS

THANK YOU

IF THE AMOUNTS DUE ARE NOT PAID BY THE DUE DATE, THE INTEREST SHALL BE ASSESSED AT 1 1/2% PER MONTH.

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FRAZIER OIL CO.
PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775

DATE PRINTED: 6/11/25

PAGE: 2

ACCOUNT #: 11732

INVOICE: 0151781

BILL TO: CITY OF KANSAS CITY, MO
KCMO CENTRAL FLEET
5300 MUNICIPAL AVE.
KANSAS CITY MO 64120

SHIP TO: FIRE STATION 36
9903 HOLMES RD.
KANSAS CITY MO 64131

DATE	B-O-L #	DESCRIPTION	QTY./$	UNIT PRICE	NET AMT.	P/O #
		15 PPM SULFUR MAXIMUM CONTENT REQUIRED FOR USE IN ALL DIESEL ENGINES.				
		87 OCTANE GASOHOL A-C THIS PRODUCT DOES NOT MEET				
3/27/2025	850491	#2 CLEAR DSL.5% BIO-ULSD	6,020	2.6799	$***16,147.34	$*******14.09 $***16,133.25
3/27/2025	850491	87 OCTANE GASOHOL	2,007	2.3773	$****4,775.40	$********4.10 $****4,771.30

TERMS

THANK YOU

IF THE AMOUNTS DUE ARE NOT PAID BY THE DUE DATE, THE INTEREST SHALL BE ASSESSED AT 1 1/2% PER MONTH.

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

FRAZIER OIL CO.

PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775
EMAIL: bcarpenter@frazieroil.com

PRICES FOR:

CITY OF KANSAS CITY-PRICING
CENTRAL FLEET
1901 BROOKLYN
KANSAS CITY MO 64127

FREIGHT LOCATION:

RACK PRICING SHEET
1901 BROOKLYN AVE.

KANSAS CITY MO64127

DATE PRINTED: 06-11-2025

TIME PRINTED: 11:50:44

DATE OF PRICES: 03-27-2025

TIME OF PRICES: 18:00

PRODUCT P66 BRANDED	DF2-CLEAR	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.43650	2.12750	2.78090
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FEDERAL OIL SPILL	.00214	.00192	.00214
FEDERAL LUST TAX	.00100	.00100	.00100
FED. SUPERFUND	.00404		.00404
FED SUPERFUND GH		.00364	
TOTAL COST PER GALLON	2.71888	2.40926	3.06328

PRODUCT P66 UNBRANDED	DF2-5% BIO	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.33990	2.04140	2.39670
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FED.OIL SPILL 5% BIO	.00203		
FEDERAL LUST TAX	.00100	.00100	.00100
FED SUPERFUND B5 DSL	.00384		
FEDERAL OIL SPILL		.00192	.00214
FED SUPERFUND GH		.00364	
FED. SUPERFUND			.00404
TOTAL COST PER GALLON	2.62197	2.32316	2.67908

PRODUCT SIN BRANDED	DF2-CLEAR	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.40670	2.13250	2.61530
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FEDERAL OIL SPILL	.00214	.00192	.00214
FEDERAL LUST TAX	.00100	.00100	.00100
FED. SUPERFUND	.00404		.00404
FED SUPERFUND GH		.00364	
TOTAL COST PER GALLON	2.68908	2.41426	2.89768

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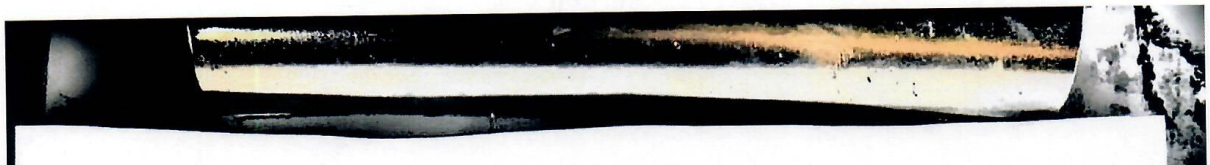

KANSAS CITY PRODUCTS TERMINAL
HOLLY ENERGY PARTNERS
3401 FAIRBANKS AVE.
KANSASCITY, KS 66106

BILL OF LADING/MANIFEST

THIS IS TO CERTIFY THAT THE HEREIN NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO APPLICABLE REGULATIONS OF THE D.O.T.
IF SHIPMENT INCLUDES UNLEADED GASOLINE THE PRODUCT CONTAINS NO MORE THWN 0.05 GRAMS OF LEAD PER GALLON AND NO MORE THAN 0.005 GRAMS OF PHOSPHOROUS PER GALLON CONFORMING TO E.P.A. REGULATIONS - 40 CFR 80 -.
RECEIVED SUBJECT TO TARIFFS OR CONTRACT IN EFFECT THIS DATE.
THE CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A PROPER CONTAINER FOR THE TRANSPORTATION OF THIS COMMODITY AS DESCRIBED BY THE SHIPPER.

"FOR CHEMICAL EMERGENCY-SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 DAY OR NIGHT."
CCN 201319

THIS GASOLINE PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE, AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA.

ALL GASOLINES ARE DETERGENT ADDITIZED FOR SALE TO THE FINAL CONSUMER.

HF SINCLAIR REFINING & MARKETING LLC

EPA COMPANY REGISTRATION 5053

SHIPPER CERTIFIES THAT THE GOODS COVERED BY THIS TICKET WERE PRODUCED IN COMPLIANCE WITH ALL REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT, AS AMENDED.

The driver by signing this ticket hereby certifies that transport was loaded as specified

X _____ 03/27/2025 09:40 am
Signature Date

Received quantities in good order.

X _____ _____
Signature Date

SHIPPING DESCRIPTIONS — USE EMERGENCY RESPONSE GUIDE 128

UN 1203, Gasoline, 3, PG II One Cargo Tank 1997 GALLONS
NA1993, Fuel Oil (2), 3, PG III One Cargo Tank 6000 GALLONS

SOLD TO	SHIP TO	DESTINATION
SAME AS SHIP TO:	FRAZIER ENERGY, LLC. UNBRANDED VARIOUS, MO	

SHIP FROM ADDRESS	DATE SHIPPED	LOAD START TIME	LOAD END TIME	B.O.L. NO.
3401 FAIRBANKS AVE.	03/27/2025	09:30	09:39	85049

SUPPLIER	LOAD #	CUSTOMER NO.
HF Sinclair Refining & Marketing	2151	330533001

DRIVER NAME	SHIP VIA - CARRIER NAME/I.D.	TRAILER #1	TRAILER #2	DRIVER #	LOAD POS.
NOE, LOGAN	ROBERTSON WILLIAMS RBWQ	05414		0193	2

PRODUCT	OCTANE R+M/2	RVP MAX.	GROSS GALLONS	TEMP.	A.P.I. GRAVITY	NET GALLONS
#2D 15ppm Sulfur ULSD		0.0	3000	53	36.9	3010
#2D 15ppm Sulfur ULSD		0.0	3000	53	36.9	3010
87 OCT E10 CG (UNB) RVP >9.0	87	0.0	1997	53	64.1	2007

2 gal. Diesel Kleen

MATERIAL SAFETY DATA SHEET AVAILABLE ON REQUEST

CG: Conventional Gasoline
*15 ppm Sulfur (maximum)Undyed Ultra-Low Sulfur Diesel fuel.For use in all diesel vehicles
Sinclair Transportation Company 4645-82549
E10 Contains between 9 and 10 vol% ethanol.
The product sold hereunder is not intended for use in any product marketed as E15, as defined in 40CFR80.1500.
Use ofthis product in E15 is prohibited by seller and buyer agrees that it shall not use or sell this product for use in any products marketed as E15
This volume of neat or blended ethanol or biodiesel is designated and intended for use as transportation fuel or jet fuel in the 48 U.S. contiguous states and Hawaii. Any person exporting this fuel is subject to the requirements of 40 CFR 80.1430.
No assigned RINs transferred.

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

HF Sinclair Refining & Marketing LLC
Fuel Invoice

Invoice No: 205730429
Invoice Date: 03/27/2025

Invoice

Account #: 1106233
Transaction #: 205730429
Bill To: FRAZIER ENERGY LLC
100 WHITNEY AVE
GOWER, MO 64454

Payment Due: 04/03/2025
Terms:
Remit To: Funds will be drafted from or credited to your bank account on the due date

Ship To

Customer #: 1106233
Customer: FRAZIER ENERGY LLC
Destination: Missouri

Shipping Information

Bill of Lading: 85049
Load ID: 330533001
Ship Date/Time: 03/27/2025 09:30:00 AM
Shipped From: KANSAS CITY, KS
Carrier: ROBERTSON- WILLIAMS

Prod Code	Product Description	UOM	Unit Price	Billed Qty	Amount
100067	DIESEL #2 ULTRA LOW SULFUR	GA	2.339900	6,020.000	14,086.20
	State DSL Discount		- 0.005400		- 32.51
	Loading Fee		0.004000		24.08
	Fed Hazard Subst Fee		0.004048		24.37
	Fed Env. Oil Spill		0.002143		12.90
	St. Excise Tax - DSL		0.270000		1,625.40
	Fed Excise Tax - DSL		0.244000		1,468.88
	Inspection Fee		0.001200		7.23
100123	GASO CONV 87 OCT UL 10% ETH	GA	2.041400	2,007.000	4,097.09
	St. Excise Tax - GAS		0.270000		541.89
	Loading Fee		0.004000		8.03
	Fed Hazard Subst Fee		0.003643		7.31
	Fed Env. Oil Spill		0.001929		3.87
	State Gas Discount		- 0.008100		- 16.26
	Fed Excise Tax - GAS		0.184000		369.29
	Inspection Fee		0.001200		2.41
				Invoice Subtotal:	22,230.18

3.3.2.1: Pricing: March 28, 2025

The data below is from the OPIS Benchmark file from 3-28-2025 for the Kansas City area terminals, which show all the 10% Ethanol 87-Octane Gasoline and all #2 Diesel Fuel prices for March 28, 2025. Below the OPIS data are the supporting invoices, price sheets, bill of ladings, and supplier invoices.

KANSAS CITY, KS 2025-03-28 10:01:19 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL CBOB ETHANOL(10%) PRICES 9.0 RVP

				Unl	Move	Mid	Move	Pre	Move	Move Date	Time
CVR S&T	u	KCKS	MAGELLAN	207.49	+ 1.29	213.18	+ 1.64	217.24	+ 1.89	03/27	18:00
Valero	u	KCKS	MAGELLAN	207.84	+ 1.03	212.84	+ 1.03	215.84	+ 1.03	03/27	18:00
HTP Enrgy	u	KCKS	MAGELLAN	209.77	- .08	216.06	+ 2.82	220.82	+ 3.65	03/27	18:00
PSX	u	KCKS	PSX	210.00	+ .40	235.00	+ .40	257.00	+ .40	03/27	18:00
Sinclair	u	KCKS	HEP	210.50	- .30	228.03	- .74	258.20	- .06	03/27	18:00
Sinclair	u	KCKS	MAGELLAN	210.50	- .30	228.03	- .74	258.20	- .06	03/27	18:00
PSX	b	KCKS	MAGELLAN	210.62	+ .60	227.47	+ .60	258.62	+ .60	03/27	18:00
PSX	b	KCKS	PSX	210.62	+ .60	227.47	+ .60	258.62	+ .60	03/27	18:00
Cenex	b	KCKS	MAGELLAN	210.63	+ .91	228.28	+ .20	257.80	+ 1.01	03/27	18:00
FlntHlsRs	u	KCKS	MAGELLAN	210.65	+ .50	214.70	+ 3.30	222.20	+ 8.50	03/27	17:00
Sinclair	b	KCKS	HEP	211.12	+ 1.70	228.72	+ 1.27	258.59	+ 1.94	03/27	18:00
Sinclair	b	KCKS	MAGELLAN	211.12	+ 1.70	228.72	+ 1.27	258.59	+ 1.94	03/27	18:00
WorldFuel	u	KCKS	MAGELLAN	211.40	+ 2.95	218.83	+ 2.95	223.70	+ 2.95	03/27	18:00
BP	b	KCKS	MAGELLAN	212.76	- .90	244.46	- .90	271.51	- .90	03/27	18:00
BP	b	SUMO	BUCKEYE	212.76	- .90	244.46	- .90	271.51	- .90	03/27	18:00
Shell	b	KCKS	MAGELLAN	212.80	+ .40	252.80	+ .41	274.80	+ .41	03/27	18:00
Valero	b	KCKS	MAGELLAN	214.50	- 5.93	238.85	- 5.93	265.70	- 5.88	03/27	18:00
Sunoco	b	KCKS	MAGELLAN	217.50	+ .72	-- --	-- --	261.93	+ .72	03/27	18:00
Growmark	u	KCKS	MAGELLAN	223.27	+ 1.81	219.11o	- 1.27	239.02	+ 1.66	03/27	18:00
TMNL LOW RACK				207.49		212.84		215.84			
TMNL HIGH RACK				223.27		252.80		274.80			
TMNL RACK AVG				211.89		228.70		249.99			
OPIS GROUP 3 DELIVERED SPOT (SRI)											
FOB KANSAS CITY				214.16		-- --		-- --			
TMNL BRD LOW RACK				210.62		227.47		257.80			
TMNL BRD HIGH RACK				217.50		252.80		274.80			
TMNL BRD RACK AVG				212.44		235.69		263.77			

KANSAS CITY, KS 2025-03-28 10:01:19 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL ULTRA LOW SULFUR DISTILLATE PRICES

				No.2	Move	No.1	Move	Pre	Move	Move Date	Time
Valero	u	KCKS	MAGELLAN	235.46	+ .97	258.21	+ .97	-- --	-- --	03/27	18:00
CVR S&T	u	KCKS	MAGELLAN	235.94	+ 1.35	256.34	+ 6.35	237.19	+ 1.35	03/27	18:00
HTP Enrgy	u	KCKS	MAGELLAN	236.32	+ 1.49	269.26	+ 9.41	-- --	-- --	03/27	18:00
Cenex	b	KCKS	MAGELLAN	236.99	+ 1.98	260.41	+ 1.72	241.69	+ 1.98	03/27	18:00
Growmark	u	KCKS	MAGELLAN	237.01	+ 1.10	259.87	+ 1.10	238.46	+ 1.10	03/27	18:00
WorldFuel	u	KCKS	MAGELLAN	237.10	+ .20	265.10	+ .20	238.60	+ .20	03/27	18:00
Sunoco	b	KCKS	MAGELLAN	237.28	+ .87	-- --	-- --	-- --	-- --	03/27	18:00
BP	b	KCKS	MAGELLAN	237.80	+ .80	287.17	+ .80	-- --	-- --	03/27	18:00
BP	b	SUMO	BUCKEYE	237.80	+ .80	287.17	+ .80	-- --	-- --	03/27	18:00
Valero	b	KCKS	MAGELLAN	237.81	+ .72	-- --	-- --	-- --	-- --	03/27	18:00
Sinclair	b	KCKS	HEP	238.26	+ 1.84	262.20	+ 1.77	241.48	+ 1.84	03/27	18:00
Sinclair	b	KCKS	MAGELLAN	238.26	+ 1.84	262.20	+ 1.77	-- --	-- --	03/27	18:00
Sinclair	u	KCKS	HEP	238.42	+ 1.84	260.85	+ 1.77	241.67	+ 1.84	03/27	18:00
Sinclair	u	KCKS	MAGELLAN	238.42	+ 1.84	260.85	+ 1.77	-- --	-- --	03/27	18:00
Shell	b	KCKS	MAGELLAN	238.53	+ 1.87	-- --	-- --	-- --	-- --	03/27	18:00
FlntHlsRs	u	KCKS	MAGELLAN	239.43	+ 1.00	269.43	+ 1.00	-- --	-- --	03/27	17:00
PSX	u	KCKS	MAGELLAN	240.40	+ 1.00	-- --	-- --	-- --	-- --	03/27	18:00
PSX	u	KCKS	PSX	240.40	+ 1.00	-- --	-- --	-- --	-- --	03/27	18:00
PSX	b	KCKS	MAGELLAN	240.41	+ .90	290.42	+ .90	-- --	-- --	03/27	18:00
PSX	b	KCKS	PSX	241.21	+ .90	-- --	-- --	-- --	-- --	03/27	18:00
TMNL LOW RACK				235.46		256.34		237.19			
TMNL HIGH RACK				241.21		290.42		241.69			
TMNL RACK AVG				238.16		267.82		239.85			
OPIS GROUP 3 SPOT MEAN - 03/27											
FOB MAGELLAN				227.970		-- --		-- --			
OPIS GROUP 3 DELIVERED SPOT (SRI)											
FOB KANSAS CITY				233.89		253.89		236.14			
TMNL BRD LOW RACK				236.99		260.41		241.48			
TMNL BRD HIGH RACK				241.21		290.42		241.69			
TMNL BRD RACK AVG				238.44		274.93		241.59			

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FRAZIER OIL CO.
PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775

DATE PRINTED: 6/11/25

PAGE: 1

ACCOUNT #: 11732

INVOICE: 0151780

BILL TO: CITY OF KANSAS CITY, MO
KCMO CENTRAL FLEET
5300 MUNICIPAL AVE.
KANSAS CITY MO 64120

SHIP TO: FIRE STATION 35
3200 EMANUEL CLEAVER BLVD.
KANSAS CITY MO 64128

DATE	B-O-L #	DESCRIPTION	QTY./$	UNIT PRICE	NET AMT.	P/O #
3/28/2025	851711	87 OCTANE GASOHOL	5,499.0	2.069900	11,382.38	0700011012
		DELIVERY FEE	5,499.0	.05620	309.04	
		TANK 1 UNLEADED				
		MO STATE GASOHOL TAX	5,499.0	.270000	1,484.73	
		KS INSPECTION FEE GAS	5,499.0	.000300	1.65	
		MO INSPECTION FEE GAS	5,499.0	.000900	4.95	
		MO TRANSPORT LOAD FEE GS	5,499.0	.004000	22.00	
		OIL SPILL FEE -GASOHOL	5,499.0	.001929	10.61	
		FEDERAL EXCISE LUST FUND	5,499.0	.001000	5.50	
		FED SUPERFUND GASOHOL	5,499.0	.003643	20.03	
3/28/2025	851721	#2 CLEAR DSL.5% BIO-ULSD	2,502.0	2.349600	5,878.70	
		DELIVERY FEE	2,502.0	.06030	150.87	
		TANK 2 CLEAR DIESEL				
		MO STATE DIESEL TAX	2,502.0	.270000	675.54	
		KS INSPECTION FEE DIESEL	2,502.0	.000300	.75	
		MO INSPECTION FEE DIESEL	2,502.0	.000900	2.25	
		MO TRANSPORT LOAD FEE DL	2,502.0	.004000	10.01	
		OIL SPILL FEE-BIO DIESEL	2,502.0	.002036	5.09	
		FEDERAL EXCISE LUST FUND	2,502.0	.001000	2.50	
		FED SUPERFUND B5 DSL	2,502.0	.003846	9.62	
				BALANCE DUE	19,976.22	
				LESS DISCOUNT	17.26	
				BALANCE DUE IF PAID BY	19,958.96	

THE FOLLOWING PORTION WILL BE DUE ON 4/17/2025 IN THE AMOUNT OF $***19,958.96

87 OCTANE GASOHOL A-C THIS PRODUCT DOES NOT MEET

TERMS

THANK YOU

IF THE AMOUNTS DUE ARE NOT PAID BY THE DUE DATE, THE INTEREST SHALL BE ASSESSED AT 1 1/2% PER MONTH.

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

FRAZIER OIL CO.
PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775

DATE PRINTED: 6/11/25

PAGE: 2

ACCOUNT #: 11732

INVOICE: 0151780

BILL TO: CITY OF KANSAS CITY, MO
KCMO CENTRAL FLEET
5300 MUNICIPAL AVE.
KANSAS CITY MO 64120

SHIP TO: FIRE STATION 35
3200 EMANUEL CLEAVER BLVD.
KANSAS CITY MO 64128

DATE	B-O-L #	DESCRIPTION	QTY./$	UNIT PRICE	NET AMT.	P/O #
		THE REQUIREMENTS FOR REFORM-ULATED GASOLINE, AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA.				
		#2 CLEAR DSL.5% BIO-ULSD ULTRA LOW SULFUR DIESEL 15 PPM SULFUR MAXIMUM CONTENT REQUIRED FOR USE IN ALL DIESEL ENGINES.				
3/28/2025	851711	87 OCTANE GASOHOL	5,499	2.4058	$***13,240.89	$*******11.38	$***13,229.51
3/28/2025	851721	#2 CLEAR DSL.5% BIO-ULSD	2,502	2.6896	$****6,735.33	$********5.88	$****6,729.45

TERMS

THANK YOU

IF THE AMOUNTS DUE ARE NOT PAID BY THE DUE DATE, THE INTEREST SHALL BE ASSESSED AT 1 1/2% PER MONTH.

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

FRAZIER OIL CO.

PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775
EMAIL: bcarpenter@frazieroil.com

PRICES FOR:

CITY OF KANSAS CITY-PRICING
CENTRAL FLEET
1901 BROOKLYN
KANSAS CITY MO 64127

FREIGHT LOCATION:

RACK PRICING SHEET
1901 BROOKLYN AVE.
KANSAS CITY MO64127

DATE PRINTED: 06-11-2025
TIME PRINTED: 11:54:07

DATE OF PRICES: 03-28-2025
TIME OF PRICES: 18:00

PRODUCT P66 BRANDED	DF2-CLEAR	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.41250	2.14450	2.81490
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FEDERAL OIL SPILL	.00214	.00192	.00214
FEDERAL LUST TAX	.00100	.00100	.00100
FED. SUPERFUND	.00404		.00404
FED SUPERFUND GH		.00364	
TOTAL COST PER GALLON	2.69488	2.42626	3.09728

PRODUCT P66 UNBRANDED	DF2-5% BIO	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.34960	2.06990	2.39670
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FED.OIL SPILL 5% BIO	.00203		
FEDERAL LUST TAX	.00100	.00100	.00100
FED SUPERFUND B5 DSL	.00384		
FEDERAL OIL SPILL		.00192	.00214
FED SUPERFUND GH		.00364	
FED. SUPERFUND			.00404
TOTAL COST PER GALLON	2.63167	2.35166	2.67908

PRODUCT SIN BRANDED	DF2-CLEAR	87 GASOHOL	PREMIUM
PRODUCT PRICE	2.38360	2.13260	2.60540
MO STATE TAX	.27000	.27000	.27000
KS INSPECTION FEE	.00030	.00030	.00030
MO INSPECTION FEE	.00090	.00090	.00090
MO TRANSPORT LOAD	.00400	.00400	.00400
FEDERAL OIL SPILL	.00214	.00192	.00214
FEDERAL LUST TAX	.00100	.00100	.00100
FED. SUPERFUND	.00404		.00404
FED SUPERFUND GH		.00364	
TOTAL COST PER GALLON	2.66598	2.41436	2.88778

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

KANSAS CITY PRODUCTS TERMINAL
HOLLY ENERGY PARTNERS
3401 FAIRBANKS AVE.
KANSASCITY, KS 66106

BILL OF LADING/MANIFEST

THIS IS TO CERTIFY THAT THE HEREIN NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO APPLICABLE REGULATIONS OF THE D.O.T.
IF SHIPMENT INCLUDES UNLEADED GASOLINE THE PRODUCT CONTAINS NO MORE THWN 0.05 GRAMS OF LEAD PER GALLON AND NO MORE THAN 0.005 GRAMS OF PHOSPHOROUS PER GALLON CONFORMING TO E P.A. REGULATIONS - 40 CFR 80 -.
RECEIVED SUBJECT TO TARIFFS OR CONTRACT IN EFFECT THIS DATE
THE CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A PROPER CONTAINER FOR THE TRANSPORTATION OF THIS COMMODITY AS DESCRIBED BY THE SHIPPER.

"FOR CHEMICAL EMERGENCY- SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 DAY OR NIGHT."
CCN 201319

THIS GASOLINE PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE, AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA.

ALL GASOLINES ARE DETERGENT ADDITIZED FOR SALE TO THE FINAL CONSUMER.

HF SINCLAIR REFINING & MARKETING LLC

EPA COMPANY REGISTRATION 5053

The driver by signing this ticket hereby certifies that transport was loaded as specified.

X _____ 03/28/2025 12:24 pm
Signature Date

Received quantities in good order.

X _____ _____
Signature Date

SHIPPER CERTIFIES THAT THE GOODS COVERED BY THIS TICKET WERE PRODUCED IN COMPLIANCE WITH ALL REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT, AS AMENDED.

SHIPPING DESCRIPTIONS
UN 1203, Gasoline, 3, PG II One Cargo Tank — USE EMERGENCY RESPONSE GUIDE 128 — 5500 GALLONS

SOLD TO	SHIP TO	DESTINATION
SAME AS SHIP TO:	FRAZIER ENERGY, LLC. UNBRANDED VARIOUS, MO	

SHIP FROM ADDRESS	DATE SHIPPED	LOAD START TIME	LOAD END TIME	B.O.L. NO.
3401 FAIRBANKS AVE.	03/28/2025	12:12	12:24	85171

SUPPLIER	LOAD #	CUSTOMER NO.
HF Sinclair Refining & Marketing	2151	330533001

DRIVER NAME	SHIP VIA - CARRIER NAME/I.D.	TRAILER #1	TRAILER #2	DRIVER #	LOAD POS.
MARTINEZ, BRIAN	ROBERTSON WILLIAMS RBWQ	02045		0075	3

PRODUCT	OCTANE R+M/2	RVP MAX.	GROSS GALLONS	TEMP.	A.P.I. GRAVITY	NET GALLONS
87 OCT E10 CG (UNB) RVP >9.0	87	0.0	3000	61	64.1	2998
87 OCT E10 CG (UNB) RVP >9.0	87	0.0	2500	60	64.1	2501

MATERIAL SAFETY DATA SHEET AVAILABLE ON REQUEST

CG: Conventional Gasoline
E10: Contains between 9 and 10 vol% ethanol.
The product sold hereunder is not intended for use in any product marketed as E15, as defined in 40CFR80.1500.
Use of this product in E15 is prohibited by seller and buyer agrees that it shall not use or sell this product for use in any products marketed as E15.
This volume of neat or blended ethanol or biodiesel is designated and intended for use as transportation fuel or jet fuel in the 48 U.S. contiguous states and Hawaii. Any person exporting this fuel is subject to the requirements of 40 CFR 80.1430
No assigned RINs transferred.

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

HF Sinclair Refining & Marketing LLC
Fuel Invoice

Invoice No: 205735112
Invoice Date: 03/28/2025

Invoice

Account #: 1106233

Transaction #: 205735112

Bill To: FRAZIER ENERGY LLC
100 WHITNEY AVE
GOWER, MO 64454

Payment Due: 04/04/2025

Terms:

Remit To: Funds will be drafted from or credited to your bank account on the due date

Ship To

Customer #: 1106233

Customer: FRAZIER ENERGY LLC

Destination: Missouri

Shipping Information

Bill of Lading: 85171

Load ID: 330533001

Ship Date/Time: 03/28/2025 12:12:00 PM

Shipped From: KANSAS CITY, KS

Carrier: ROBERTSON- WILLIAMS

Prod Code	Product Description	UOM	Unit Price	Billed Qty	Amount
100123	GASO CONV 87 OCT UL 10% ETH	GA	2.069900	5,499.000	11,382.38
	Fed Env. Oil Spill		0.001929		10.61
	St. Excise Tax - GAS		0.270000		1,484.73
	Loading Fee		0.004000		22.00
	State Gas Discount		- 0.008100		- 44.54
	Fed Hazard Subst Fee		0.003643		20.03
	Fed Excise Tax - GAS		0.184000		1,011.82
	Inspection Fee		0.001200		6.60

Invoice Subtotal: 13,893.63

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

KANSAS CITY PRODUCTS TERMINAL
HOLLY ENERGY PARTNERS
3401 FAIRBANKS AVE.
KANSASCITY, KS 66106

BILL OF LADING/MANIFEST

THIS IS TO CERTIFY THAT THE HEREIN NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO APPLICABLE REGULATIONS OF THE D.O.T.
IF SHIPMENT INCLUDES UNLEADED GASOLINE THE PRODUCT CONTAINS NO MORE THWN 0.05 GRAMS OF LEAD PER GALLON AND NO MORE THAN 0.005 GRAMS OF PHOSPHOROUS PER GALLON CONFORMING TO E.P.A. REGULATIONS - 40 CFR 80 -.
RECEIVED SUBJECT TO TARIFFS OR CONTRACT IN EFFECT THIS DATE.
THE CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A PROPER CONTAINER FOR THE TRANSPORTATION OF THIS COMMODITY AS DESCRIBED BY THE SHIPPER.

"FOR CHEMICAL EMERGENCY- SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 DAY OR NIGHT."
CCN 201319

THIS GASOLINE PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE, AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA.

ALL GASOLINES ARE DETERGENT ADDITIZED FOR SALE TO THE FINAL CONSUMER.

HF SINCLAIR REFINING & MARKETING LLC

EPA COMPANY REGISTRATION 5053

The driver by signing this ticket hereby certifies that transport was loaded as specified.

X _____ 03/28/2025 12:24 pm
Signature Date

Received quantities in good order

X _____ _____
Signature Date

SHIPPER CERTIFIES THAT THE GOODS COVERED BY THIS TICKET WERE PRODUCED IN COMPLIANCE WITH ALL REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT, AS AMENDED.

SHIPPING DESCRIPTIONS
NA1993, Fuel Oil (2), 3, PG III One Cargo Tank — USE EMERGENCY RESPONSE GUIDE 128 — 2500 GALLONS

SOLD TO	SHIP TO	DESTINATION
SAME AS SHIP TO:	FRAZIER ENERGY, LLC. UNBRANDED VARIOUS, MO	

SHIP FROM ADDRESS	DATE SHIPPED	LOAD START TIME	LOAD END TIME	B.O.L. NO.
3401 FAIRBANKS AVE.	03/28/2025	12:12	12:24	85172

SUPPLIER	LOAD #	CUSTOMER NO.
HF Sinclair Refining & Marketing	2151	330533001

DRIVER NAME	SHIP VIA - CARRIER NAME/I.D.	TRAILER #1	TRAILER #2	DRIVER #	LOAD POS.
MARTINEZ, BRIAN	ROBERTSON WILLIAMS RBWQ	02045		0075	3

PRODUCT	OCTANE R+M/2	RVP MAX	GROSS GALLONS	TEMP.	A.P.I. GRAVITY	NET GALLONS
#2D 15ppm Sulfur ULSD		0.0	2500	59	36.9	2502

1.5 gallons Diesel Kleen
3.0 gallons Diesel Clear

MATERIAL SAFETY DATA SHEET AVAILABLE ON REQUEST

*15 ppm Sulfur (maximum) Undyed Ultra-Low Sulfur Diesel fuel. For use in all diesel vehicles
Sinclair Transportation Company 4845-82549

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

HF Sinclair Refining & Marketing LLC
Fuel Invoice

Invoice No: 205735113
Invoice Date: 03/28/2025

Invoice

Account #: 1106233

Transaction #: 205735113

Bill To: FRAZIER ENERGY LLC
100 WHITNEY AVE
GOWER, MO 64454

Payment Due: 04/04/2025

Terms:

Remit To: Funds will be drafted from or credited to your bank account on the due date

Ship To

Customer #: 1106233

Customer: FRAZIER ENERGY LLC

Destination: Missouri

Shipping Information

Bill of Lading: 85172

Load ID: 330533001

Ship Date/Time: 03/28/2025 12:12:00 PM

Shipped From: KANSAS CITY, KS

Carrier: ROBERTSON- WILLIAMS

Prod Code	Product Description	UOM	Unit Price	Billed Qty	Amount
100067	DIESEL #2 ULTRA LOW SULFUR	GA	2.349600	2,502.000	5,878.70
	Fed Hazard Subst Fee		0.004048		10.13
	Loading Fee		0.004000		10.01
	St. Excise Tax - DSL		0.270000		675.54
	Inspection Fee		0.001200		3.00
	Fed Excise Tax - DSL		0.244000		610.49
	Fed Env. Oil Spill		0.002143		5.36
	State DSL Discount		- 0.005400		- 13.51

Invoice Subtotal: 7,179.72

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

3.4 Appendix A,B,C,D,E, &F:

APPENDIX-A

MISSOURI DELIVERY FEE PRICING:
Refer to SPECIFICATIONS - SCOPE OF SERVICES section 3.2-3.2.5

ITEM NO.	ITEM AND SPECIFICATION	UNIT	MARGIN COST ABOVE RACK 7000+gal	MARGIN COST ABOVE RACK 6999-5000gal	MARGIN COST ABOVE RACK 4999-3000gal	MARGIN COST ABOVE RACK 2999-2000gal	MARGIN COST ABOVE RACK 1999-1000gal	MARGIN COST ABOVE RACK 999-1gal
A1	Gasoline, Unlead: 91 Octane	GAL	$ .0395	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A2	Gasoline, Unlead: 87,89,91 Octane 10% Ethanol Blend	GAL	$ .0395	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A3	Jet Fuel, Turbine	GAL	$ .0515	$ .0615	$ .1450	$ .1650	$ .2500	$ .3400
A4	Diesel Fuel,Clear: #1, #2 USLD	GAL	$ .0445	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A5	Diesel Fuel,Dyed Off-Road: #1, #2 USLD	GAL	$ .0445	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A6	K-1 Kerosene - Bulk	GAL	$ .1218	$ .1318	$ .1450	$ .1650	$ .2300	$ .3100
A7	Split-Load Charge	Load	$ 140.00					
A8	Split-Delivery Charge	Load	$ 140.00					
A9	Delivery PUMP-OFF Fee	Load	$ -0-	Greater Than	NO Pump Off Fee	Gallons		
A10	Discount for Prompt Payment	Fuel Only	.0010 %	Net: 20 (Calendar Days)				

x _____ x 6-20-2025
Suppliers Authorized Signature — Date

APPENDIX-B

KANSAS DELIVERY FEE PRICING:
Refer to SPECIFICATIONS - SCOPE OF SERVICES section 3.2-3.2.5

ITEM NO.	ITEM AND SPECIFICATION	UNIT	MARGIN COST ABOVE RACK 7000+gal	MARGIN COST ABOVE RACK 6999-5000gal	MARGIN COST ABOVE RACK 4999-3000gal	MARGIN COST ABOVE RACK 2999-2000gal	MARGIN COST ABOVE RACK 1999-1000gal	MARGIN COST ABOVE RACK 999-1gal
A1	Gasoline, Unlead: 87,89,91 Octane	GAL	$ .0395	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A2	Gasoline, Unlead: 87,89,91 Octane 10% Ethanol Blend	GAL	$ .0395	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A3	Jet Fuel, Turbine	GAL	$ .0515	$ .0615	$ .1450	$ .1650	$ .2500	$ .3400
A4	Diesel Fuel,Clear: #1, #2 USLD	GAL	$ .0445	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A5	Diesel Fuel,Dyed Off-Road: #1, #2 USLD	GAL	$ .0445	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A6	K-1 Kerosene - Bulk	GAL	$ .1218	$ .1318	$ .1450	$ .1650	$ .2300	$ .3100
A7	Split-Load Charge	Load	$ 140.00					
A8	Split-Delivery Charge	Load	$ 140.00					
A9	Delivery PUMP-OFF Fee	Load	$ -0-	Greater Than	NO Pump Off Fee	Gallons		
A10	Discount for Prompt Payment	Fuel Only	.0010 %	Net: 20 (Calendar Days)				

x _____ x 6-20-2025
Suppliers Authorized Signature — Date

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APPENDIX-C

MISSOURI TAXES & TERMINAL FEES:

ITEM AND SPECIFICATION	UNIT	STATE OF MO TAX	MUST FEE	LUST FEE	MO INSP. FEE	KS INSP. FEE	FED OIL SPILL FEE	FEDERAL SUPERFUND
Gasoline, Unlead: 91 Octane	GAL	$0.2700	$0.00400	$0.00100	$0.00090	$0.00030	$0.002143	$0.004048
Gasoline, Unlead: 87,89,91 Octane 10% Ethanol Blend	GAL	$0.2700	$0.00400	$0.00100	$0.00090	$0.00030	$0.001929	$0.003643
Jet Fuel, Turbine	GAL	X	$0.00400	$0.00100	$0.00090	$0.00030	$0.002143	$0.003643
Bio Terminal Diesel	GAL	$0.2700	$0.00400	$0.00100	$0.00090	$0.00030	$0.002036	$0.003846
Diesel Fuel,Clear: #1, #2 USLD	GAL	$0.2700	$0.00400	$0.00100	$0.00090	$0.00030	$0.002143	$0.004048
Red Dyed Off-Road: #1, #2 USLD	GAL	X	$0.00400	$0.00100	$0.00090	$0.00030	$0.002143	$0.004048
K-1 Kerosene - Bulk	GAL	$0.2700	$0.00400	$0.00100	$0.00090	$0.00030	$0.002143	$0.004048

KANSAS TAXES & TERMINAL FEES:

ITEM AND SPECIFICATION	UNIT	STATE OF KS TAX	KANSAS ENV FEE	LUST FEE	KS INSP. FEE	FED OIL SPILL FEE	FEDERAL SUPERFUND
Gasoline, Unlead: 87,89,91 Octane	GAL	$0.2400	$0.01000	$0.00100	$0.00030	$0.002143	$0.004048
Gasoline, Unleaded: 87,89,91 Octane 10% Ethanol Blend	GAL	$0.2400	$0.01000	$0.00100	$0.00030	$0.001929	$0.003643
Jet Fuel, Turbine	GAL	X	$0.01000	$0.00100	$0.00030	$0.002143	$0.003643
Bio-Diesel: Single Terminal		$0.2600	$0.01000	$0.00100	$0.00030	$0.002036	$0.003846
Diesel Fuel,Clear: #1, #2 USLD	GAL	$0.2600	$0.01000	$0.00100	$0.00030	$0.002143	$0.004048
Red Dyed Off-Road: #1, #2 USLD	GAL	X	$0.01000	$0.00100	$0.00030	$0.002143	$0.004048
K-1 Kerosene - Bulk	GAL	$0.2600	$0.01000	$0.00100	$0.00030	$0.002143	$0.004048

x _____ x 6-20-2025
Suppliers Authorized Signature — Date

APPENDIX-D

CUSTOMER SPECIFIC FUEL ADDITIVES PRICING:
Refer to SPECIFICATIONS - SCOPE OF SERVICES section 3.2.3

ITEM NO.	ITEM AND SPECIFICATION	UNIT	DELIVERED COST
C1	Power Service Additive, "Clear Diesel" at 1:1500 treatment ratio	FUEL GAL	$ .031060
C2	Power Service Additive, "Diesel Kleen" at 1:1500 treatment ratio	FUEL GAL	$ .027230
C3	Power Service Additive, "Supplement" at 1:1500 treatment ratio	FUEL GAL	$ .023540
C4	Power Service Additive, "Bio Kleen" at One-Gallon Jug	EA	$ 166.58
C5	Power Service Additive, "911" at 12/1 Case 26-Ounce Bottles	EA	$ 83.03

PACKAGED KEROSENE PRICING:
Refer to SPECIFICATIONS - SCOPE OF SERVICES section 3.2.8
*** Supplier's cost shall include all applicable taxes and fees*

ITEM NO.	ITEM AND SPECIFICATION	**MARKUP ABOVE SUPPIERS COST	DRUM DEPOSIT
C-6	K-1 Kerosene, 55-Gallon Drum - Delivered	$ 50.00	$ 25.00
C-7	K-1 Kerosene, 55-Gallon Drum - Picked Up	$ 50.00	$ 25.00

x _____ x 6-20-2025
Suppliers Authorized Signature — Date

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

APPENDIX-E

DELIVERY FEE PRICE INCREASE:
Supplier shall state the "Margin" above Rack" price increase (surcharge) for each price increment.
Refer to SPECIFICATIONS - SCOPE OF SERVICES section 3.2.9

ITEM NO.	Rack Price	7000+gal	6999-5000gal	4999-3000gal	2999-2000gal	1999-1000gal	999-1gal
D1	$5.00	$ .0020	$ .0020	$ .0020	$ .0020	$ .0020	$ .0020
D2	$5.50	$ .0030	$ .0030	$ .0030	$ .0030	$ .0030	$ .0030
D3	$6.00	$ .0040	$ .0040	$ .0040	$ .0040	$ .0040	$ .0040
D4	$6.50	$ .0050	$ .0050	$ .0050	$ .0050	$ .0050	$ .0060
D5	$7.00	$ .0070	$ .0070	$ .0070	$ .0070	$ .0070	$ .0070
D6	$7.50	$ .0090	$ .0090	$ .0090	$ .0090	$ .0090	$ .0090
D7	$8.00	$ .0115	$ .0115	$ .0115	$ .0115	$ .0115	$ .0115
D8	$8.50	$ .0120	$ .0120	$ .0120	$ .0120	$ .0120	$ .0120
D9	$9.00	$ .0140	$ .0140	$ .0140	$ .0140	$ .0140	$ .0140
D10	$9.50	$ .0160	$ .0160	$ .0160	$ .0160	$ .0160	$ .0160
D11	$10.00	$ .0180	$ .0180	$ .0180	$ .0180	$ .0180	$ .0180

x _____ x 6-20-2025
Suppliers Authorized Signature — Date

APPENDIX-F

FUEL QUALITY SERVICES:
Supplier to provide products and services to maintain and restore fuel quality, testing, compliance services.
Refer to SPECIFICATIONS - SCOPE OF SERVICES section 6.

ITEM NO.	Ref	ITEM AND SPECIFICATION	
E1	6.1.5	Supplier to provide cost sheet of related products and services provided in-house.	N/A
E2	6.1.6	The cost provided will be the percentage markup on the Supplier's cost of related outsourced products and subcontracted services.	5.0 % markup

FUEL STORAGE & DISPENSING EQUIPMENT:
Supplier to provide fuel storage and dispensing equipment for emergency and rental use.
Refer to SPECIFICATIONS - SCOPE OF SERVICES section 7.

ITEM NO.	Ref	Storage Tank Size	Equipment Delivery & Setup Charge	Equipment Removal Charge	Monthly Rental Charge (Up to 12-Months)
E3	7.1.5	500 Gallon Capacity	$ 250.00	$ 250.00	$ 200.00
E4	7.1.5	1000 Gallon Capacity	$ 250.00	$ 250.00	$ 250.00
E5	7.1.5	2000 Gallon Capacity	$ 250.00	$ 250.00	$ 300.00
E6		*Emergency Upcharge	$ 750.00		

** Supplier to state emergency upcharge when equipment is required to be delivered and setup or removed; after normal business hours, weekends, Holidays, or within 96-hours of request.*

x _____ x 6-20-2025
Suppliers Authorized Signature — Date

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

4. Fixed Future Pricing: Frazier Energy has worked with Fixed-Future pricing for over two decades, we are willing to work with the City of Kansas City, Missouri on any of their fuel contracting needs.

5. Ordering and Shipping: Frazier Energy is well equipped to manage the various purchase orders assigned to the multiple Agencies, their Accounts, and their multiple Sold To Addresses. With Frazier Oil Co. being the current fuel provider to the City of Kansas City, Missouri, we already have this system of processing set up in our computer system.

5.3: Delivery windows of 24 hours are normal business transactions for our team. We manage emergency orders on a same-day basis when sent to us by 9:00 AM; we have also dealt with several emergency loads in the past that have come in at a later timeframe.

5.4 - 5.5: Frazier Energy's dispatch is done electronically and captures all information needed to properly dispatch the load to the correct Agency in the precise delivery window with the accurate products ordered. We prefer orders by email, but realize this does not fit every situation, especially in emergencies. For this reason, we can accept orders by phone and fax.

5.6: Frazier Energy will make every attempt to source the lowest fuel price available; we will utilize our two unbranded contracts as a basis for this decision.

5.7 - 5.8: With being the current fuel supplier for the City of Kansas City, Missouri, we already have notes set up in our dispatch system that identify each location's on-site personnel, fuel monitoring systems, alarms, and emergency devices. We also have experience in which tanks require topping off.

5.11 - 5.19: Frazier Energy understands the common carrier and their drivers have a lot of responsibility for the correct and safe delivery of the fuel order. We coordinate this information with the corresponding common carrier and make sure they understand and agree to all items listed in Sections 5.11 through 5.19. Currently, we are using two common carriers for large bulk deliveries, and one tank-wagon delivery common carrier for smaller loads. Below are the Carrier Agreements for these three carriers.

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Robertson-Williams Transport

Common Carrier Requirements for complying with the

City of Kansas City, MO Bid EV 4024 dated June 2, 2025.

1. Carrier shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Seller warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Carrier shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code.

2. Delivery driver shall notify on-site personnel at the time of arrival and prior to off-loading any product. Delivery driver is responsible for identifying the location of the fuel system monitoring, alarm, and emergency devices.

3. Driver is responsible for verifying storage tank product type, inventory and water levels prior to off-loading fuel.

4. Delivery driver shall "stick" each underground storage tank, and when applicable for above-ground storage tanks, for inventory level and water inch levels, and phase separation levels prior to and immediately after off-loading any fuel, and notate the readings on the delivery ticket or Bill of Lading.

5. Delivery driver shall use Kolor Cut or other approved paste to detect water and or phase separation. Delivery driver shall NOT off-load any fuel when one (1) inch or more of water or phase separation is detected in fuel storage tank without Agency approval.

6. Delivery driver shall compare "stick" inch level to Tank Monitor (Veeder-Root) inch level reading, or "clock gauge" if Tank Monitor is not accessible. Delivery driver shall notify Fuel Administrator or on-site personnel of significant discrepancy between stick/Tank Monitor levels and high water levels prior to off-loading fuel.

7. In order to help prevent fuel contamination and provide clean fuel dispensing, the delivery driver must, each time before off-loading fuel into storage tanks, remove liquid or debris from the surface of the off loading in fill sumps and remote fill boxes, and ensure manhole lids and pipe caps are properly reseated. Delivery driver shall not remove fill-pipe cap when liquid exceeds the

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top of the fill-cap. Failure to perform these instructions may result in billing the Carrier for related damages.

8. Delivery driver, with the assistance of Agency staff, shall prevent dispensing while off-loading product. Supplier's delivery driver shall confirm dispensing has been disabled prior to off-loading and re-enabled after off-loading product.

9. A copy of metered ticket or Bill of Lading shall be provided at time of product delivery to the attendant at the receiving facility. Delivery Driver is responsible for obtaining signature for proof of delivery if Agency personnel are available..

10. During fuel unloading, "customer specific" additive products shall be properly measured and mixed, per manufacturer's quality insurance instructions or the supplier's treatment program. Failure by the delivery driver to record this specific product or products and the amount of additive used on the delivery ticket or BOL will result in the carrier returning to the site and properly treating the fuel at their expense.

11. Carrier shall perform all deliveries to the Ordering Agency's facilities in a safe and professional manner. The Supplier's equipment shall be in good working order and all delivery personnel shall be trained in safety measures to preclude accidents from endangering personnel on the property. Delivery vehicles and deliveries shall meet or exceed all Federal, State and Local laws and regulations, including but not limited to: Kansas City, OSIER, EPA, State of Missouri, State of Kansas, local regulations related to the transportation of fuel within a Metropolitan area. All delivery vehicles shall carry the minimum liability insurance required by this contract, $1,000,000 per occurrence, and an aggregate limit of $2,000,000.00 or more. Carrier must also have Workers' Compensation Insurance and Employee Liability Policies as required by the State of Missouri.

12. Carrier is responsible for replacing any delivered fuel that caused a contamination such as mixing fuel types, or by introducing water or contaminants into the fuel during loading, transport, or delivery at no charge to the Supplier of Agency. Carrier also agrees to follow all State and Federal EPA disposal regulations and guidelines, and the cleanup and disposal of all contaminated fuel and or soil contaminated by the fuel will be the sole responsibility of the Carrier.

13. Carrier must provide systems necessary to prevent spill and overfills from occurring during the product transfer. The Carrier must also provide the systems necessary to prevent product from reaching streets, catch basins, or other drainage structures during product transfers. The Carrier will be responsible for cleaning up any spill in accordance to State and Federal environmental laws and regulations. In case of a spill, the delivery driver shall seek approval from an on-site supervisor that the spill has been properly cleaned up prior to leaving the spill site.

14. All delivery vehicle operators shall be trained, qualified, and licensed.

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15. Carrier shall have employed qualified, trained, and licensed drivers. Carrier must also have qualified staff to respond to on-site emergency assistance within two (2) hours of notification.

16. Carrier shall include a list of owned and or subcontracted equipment that will be used to perform product delivery Scope of Services, to include: Year, Make, Model, Bulk Compartment Sizes, and date of most recent calibration.

By signing below, Robertson-Williams Transport, acknowledges that they have read, understand, and will comply with the requirements for complying with the City of Kansas City EV 4024 bid dated June 2, 2025.

Chris Van Meerhaeghe — **Print Name**

6/16/25 — **Date**

Signature

Vice President — **Title**

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John Moore Oil Company

Common Carrier Requirements for complying with the

City of Kansas City, MO Bid EV 4024 dated June 2, 2025.

1. Carrier shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Seller warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Carrier shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code.

2. Delivery driver shall notify on-site personnel at the time of arrival and prior to off-loading any product. Delivery driver is responsible for identifying the location of the fuel system monitoring, alarm, and emergency devices.

3. Driver is responsible for verifying storage tank product type, inventory and water levels prior to off-loading fuel.

4. Delivery driver shall "stick" each underground storage tank, and when applicable for above-ground storage tanks, for inventory level and water inch levels, and phase separation levels prior to and immediately after off-loading any fuel, and notate the readings on the delivery ticket or Bill of Lading.

5. Delivery driver shall use Kolor Cut or other approved paste to detect water and or phase separation. Delivery driver shall NOT off-load any fuel when one (1) inch or more of water or phase separation is detected in fuel storage tank without Agency approval.

6. Delivery driver shall compare "stick" inch level to Tank Monitor (Veeder-Root) inch level reading, or "clock gauge" if Tank Monitor is not accessible. Delivery driver shall notify Fuel Administrator or on-site personnel of significant discrepancy between stick/Tank Monitor levels and high water levels prior to off-loading fuel.

7. In order to help prevent fuel contamination and provide clean fuel dispensing, the delivery driver must, each time before off-loading fuel into storage tanks, remove liquid or debris from the surface of the off loading in fill sumps and remote fill boxes, and ensure manhole lids and pipe caps are properly reseated. Delivery driver shall not remove fill-pipe cap when liquid exceeds the

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top of the fill-cap. Failure to perform these instructions may result in billing the Carrier for related damages.

8. Delivery driver, with the assistance of Agency staff, shall prevent dispensing while off-loading product. Supplier's delivery driver shall confirm dispensing has been disabled prior to off-loading and re-enabled after off-loading product.

9. A copy of metered ticket or Bill of Lading shall be provided at time of product delivery to the attendant at the receiving facility. Delivery Driver is responsible for obtaining signature for proof of delivery if Agency personnel are available.

10. During fuel unloading, "customer specific" additive products shall be properly measured and mixed, per manufacturer's quality insurance instructions or the supplier's treatment program. Failure by the delivery driver to record this specific product or products and the amount of additive used on the delivery ticket or BOL will result in the carrier returning to the site and properly treating the fuel at their expense.

11. Carrier shall perform all deliveries to the Ordering Agency's facilities in a safe and professional manner. The Supplier's equipment shall be in good working order and all delivery personnel shall be trained in safety measures to preclude accidents from endangering personnel on the property. Delivery vehicles and deliveries shall meet or exceed all Federal, State and Local laws and regulations, including but not limited to: Kansas City, OSIER, EPA, State of Missouri, State of Kansas, local regulations related to the transportation of fuel within a Metropolitan area. All delivery vehicles shall carry the minimum liability insurance required by this contract, $1,000,000 per occurrence, and an aggregate limit of $2,000,000.00 or more. Carrier must also have Workers' Compensation Insurance and Employee Liability Policies as required by the State of Missouri.

12. Carrier is responsible for replacing any delivered fuel that caused a contamination such as mixing fuel types, or by introducing water or contaminants into the fuel during loading, transport, or delivery at no charge to the Supplier of Agency. Carrier also agrees to follow all State and Federal EPA disposal regulations and guidelines, and the cleanup and disposal of all contaminated fuel and or soil contaminated by the fuel will be the sole responsibility of the Carrier.

13. Carrier must provide systems necessary to prevent spill and overfills from occurring during the product transfer. The Carrier must also provide the systems necessary to prevent product from reaching streets, catch basins, or other drainage structures during product transfers. The Carrier will be responsible for cleaning up any spill in accordance to State and Federal environmental laws and regulations. In case of a spill, the delivery driver shall seek approval from an on-site supervisor that the spill has been properly cleaned up prior to leaving the spill site.

14. All delivery vehicle operators shall be trained, qualified, and licensed.

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15. Carrier shall have employed qualified, trained, and licensed drivers. Carrier must also have qualified staff to respond to on-site emergency assistance within two (2) hours of notification.

16. Carrier shall include a list of owned and or subcontracted equipment that will be used to perform product delivery Scope of Services, to include: Year, Make, Model, Bulk Compartment Sizes, and date of most recent calibration.

By signing below, John Moore Oil Co., acknowledges that they have read, understand, and will comply with the requirements for complying with the City of Kansas City EV 4024 bid dated June 2, 2025.

Josh Moore	6-16-25
Print Name	**Date**
Josh Moore	6-16-25
Signature	**Title**

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Energy Transport Solutions, Inc.

Common Carrier Requirements for complying with the

City of Kansas City, MO Bid EV 4024 dated June 2, 2025.

1. Carrier shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Seller warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Carrier shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code.

2. Delivery driver shall notify on-site personnel at the time of arrival and prior to off-loading any product. Delivery driver is responsible for identifying the location of the fuel system monitoring, alarm, and emergency devices.

3. Driver is responsible for verifying storage tank product type, inventory and water levels prior to off-loading fuel.

4. Delivery driver shall "stick" each underground storage tank, and when applicable for above-ground storage tanks, for inventory level and water inch levels, and phase separation levels prior to and immediately after off-loading any fuel, and notate the readings on the delivery ticket or Bill of Lading.

5. Delivery driver shall use Kolor Cut or other approved paste to detect water and or phase separation. Delivery driver shall NOT off-load any fuel when one (1) inch or more of water or phase separation is detected in fuel storage tank without Agency approval.

6. Delivery driver shall compare "stick" inch level to Tank Monitor (Veeder-Root) inch level reading, or "clock gauge" if Tank Monitor is not accessible. Delivery driver shall notify Fuel Administrator or on-site personnel of significant discrepancy between stick/Tank Monitor levels and high water levels prior to off-loading fuel.

7. In order to help prevent fuel contamination and provide clean fuel dispensing, the delivery driver must, each time before off-loading fuel into storage tanks, remove liquid or debris from the surface of the off loading in fill sumps and remote fill boxes, and ensure manhole lids and pipe caps are properly reseated. Delivery driver shall not remove fill-pipe cap when liquid exceeds the

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top of the fill-cap. Failure to perform these instructions may result in billing the Carrier for related damages.

8. Delivery driver, with the assistance of Agency staff, shall prevent dispensing while off-loading product. Supplier's delivery driver shall confirm dispensing has been disabled prior to off-loading and re-enabled after off-loading product.

9. A copy of metered ticket or Bill of Lading shall be provided at time of product delivery to the attendant at the receiving facility. Delivery Driver is responsible for obtaining signature for proof of delivery if Agency personnel are available..

10. During fuel unloading, "customer specific" additive products shall be properly measured and mixed, per manufacturer's quality insurance instructions or the supplier's treatment program. Failure by the delivery driver to record this specific product or products and the amount of additive used on the delivery ticket or BOL will result in the carrier returning to the site and properly treating the fuel at their expense.

11. Carrier shall perform all deliveries to the Ordering Agency's facilities in a safe and professional manner. The Supplier's equipment shall be in good working order and all delivery personnel shall be trained in safety measures to preclude accidents from endangering personnel on the property. Delivery vehicles and deliveries shall meet or exceed all Federal, State and Local laws and regulations, including but not limited to: Kansas City, OSIER, EPA, State of Missouri, State of Kansas, local regulations related to the transportation of fuel within a Metropolitan area. All delivery vehicles shall carry the minimum liability insurance required by this contract, $1,000,000 per occurrence, and an aggregate limit of $2,000,000.00 or more. Carrier must also have Workers' Compensation Insurance and Employee Liability Policies as required by the State of Missouri.

12. Carrier is responsible for replacing any delivered fuel that caused a contamination such as mixing fuel types, or by introducing water or contaminants into the fuel during loading, transport, or delivery at no charge to the Supplier of Agency. Carrier also agrees to follow all State and Federal EPA disposal regulations and guidelines, and the cleanup and disposal of all contaminated fuel and or soil contaminated by the fuel will be the sole responsibility of the Carrier.

13. Carrier must provide systems necessary to prevent spill and overfills from occurring during the product transfer. The Carrier must also provide the systems necessary to prevent product from reaching streets, catch basins, or other drainage structures during product transfers. The Carrier will be responsible for cleaning up any spill in accordance to State and Federal environmental laws and regulations. In case of a spill, the delivery driver shall seek approval from an on-site supervisor that the spill has been properly cleaned up prior to leaving the spill site.

14. All delivery vehicle operators shall be trained, qualified, and licensed.

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15. Carrier shall have employed qualified, trained, and licensed drivers. Carrier must also have qualified staff to respond to on-site emergency assistance within two (2) hours of notification.

16. Carrier shall include a list of owned and or subcontracted equipment that will be used to perform product delivery Scope of Services, to include: Year, Make, Model, Bulk Compartment Sizes, and date of most recent calibration.

By signing below, Energy Transport Solutions, Inc. acknowledges that they have read, understand, and will comply with the requirements for complying with the City of Kansas City EV 4024 bid dated June 2, 2025.

Eric Kolkmeyer	6/17/2025
Print Name	**Date**
	President
Signature	**Title**

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6.0 Fuel Quality, Maintenance, Special Services:

Frazier Energy is contracted with several vendors for fuel cleaning and conditioning services. This service can be very useful, especially when dealing with diesel storage tanks. Diesel fuel has many sediments, sludge, and potential microbial issues due to possible water contamination which can occur through condensation and cause unexpected downtime. Fuel cleaning and conditioning services can be crucial in addressing reliability and sustainability for a fuel facility which is highly dependent on essential services to remain operational.

ReNuel Fuel, LLC

2711 Warwick Traffic Way, Kansas City, MO 64108

PH: 913-732-3907 Website: www.renuelfuel.com

ReNuel can be utilized if any tank cleaning or fuel filtering/reconditioning services are needed. ReNuel has a process that filters and cleans the fuel before introducing a Biocide treatment into the process; after the fuel has been completely reconditioned, it is released back into the storage tank.

Total Petroleum Services, LLC

16601 W. 132nd Circle, Olathe, KS 66062

PH: 913-461-5985 Website: www.totalpetroleumservices.com

Total Petroleum is another fuel cleaning service which can be utilized for any tank cleaning or fuel filtering/reconditioning services. This company has been utilized for ground water removal as mentioned in Section 6.1.4 of the bid.

Special Services: Spill prevention planning and new equipment needs are handled by vendors that we work closely with to support the needs of the City of Kansas City, Missouri.

SCS Engineers

8475 West 110th St. Suite 100, Overland Park, KS 66210

PH: 913-681-0030 Website: www.scsenginners.com

SCS Engineers has been utilized in the past for creating and updating Spill Prevention plans to stay in compliance with State and Federal requirements.

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We-Mac Manufacturing Company

326 East 14th Avenue, North Kansas City, MO 64116

PH: 816-221-1850 Website: www.wemactanks.com

We-Mac is a local tank manufacturer which has been in business since 1962, their niche market is creating custom tank specs and fabricating them in their facility. They can produce custom fuel storage tanks to meet the various needs of customers.

6.1.5 - 6.1.6: Frazier Energy does not use in-house services; these services are normally highly skilled technical services which require a lot of continued training. We rely on specialized outside vendors for these services to ensure a high level of quality. The markup for this cost will be at the rate listed on Appendix F.

6.2 - 6.3: Frazier Energy is currently collecting and testing terminal NEAT diesel from the Sinclair and Phillips 66 terminals during the winter months. This testing is done at the Power Service additive testing laboratory. Further tests such as the ones listed in Section 6.3 can be completed at this same laboratory.

7. Fuel Storage & Dispensing Equipment:

Frazier Oil Co. currently keeps three double-walled UL-2085 Fireguard tanks in storage just for the City of Kansas City account and its tag on agencies. These tanks do not get used or rented out to any other customer; we do this to ensure the City of Kansas City, Missouri has the tanks available when needed, especially in an emergency situation. These tanks are the following sizes: 500 gallons, 1,000 gallons, and 2,000 gallons. Each is equipped with all the necessary hardware to be in compliance with State and Local codes for fuel dispensing. Each pump is set up with an electrical connection that is put in place before leaving the delivery site.

If a tank larger than 2,000 gallons in capacity is needed, Frazier Energy will work to get this setup and in place.

8. Supplier’s Invoices:

Frazier Energy completes all invoices on a next business day basis, we currently supply a copy of the Bill of Lading or Meter Ticket, along with the corresponding price sheet that goes with the final invoice. All documents are sent by email, this helps keep our carbon footprint down and allows the City of Kansas City, Missouri to receive its documentation in a faster and more reliable manner. All invoice disputes are handled on a same-day or next-day basis depending on the time we are notified.

8.3.1: All invoice details outlined will be itemized on our invoice as required in the bid.

8.3.2: The sample invoice with a delivery of 2,000 gallons E10 to one tank, 4,500 gallons E10 to another tank, and 1,500 gallons of #2 Diesel is shown below.

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FRAZIER OIL CO.
PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775

DATE PRINTED: 6/13/25

PAGE: 1

ACCOUNT #: 11732

INVOICE: 0151833

BILL TO: CITY OF KANSAS CITY, MO
KCMO CENTRAL FLEET
5300 MUNICIPAL AVE.
KANSAS CITY MO 64120

SHIP TO: KCPD-METRO PATROL DIV.
7601 PROSPECT
KANSAS CITY MO 64132

DATE	B-O-L #	DESCRIPTION	QTY./$	UNIT PRICE	NET AMT.	P/O #
3/25/2025	27295851	#2 CLEAR DSL.5% BIO-ULSD	1,500.0	2.299400	3,449.10	0700011012
		DELIVERY FEE	1,500.0	.06030	90.45	
		TANK 3 CLEAR DIESEL				
		MO STATE DIESEL TAX	1,500.0	.270000	405.00	
		KS INSPECTION FEE DIESEL	1,500.0	.000300	.45	
		MO INSPECTION FEE DIESEL	1,500.0	.000900	1.35	
		MO TRANSPORT LOAD FEE DL	1,500.0	.004000	6.00	
		OIL SPILL FEE-BIO DIESEL	1,500.0	.002036	3.05	
		FEDERAL EXCISE LUST FUND	1,500.0	.001000	1.50	
		FED SUPERFUND B5 DSL	1,500.0	.003846	5.77	
3/25/2025	27295851	87 OCTANE GASOHOL	2,000.0	2.050300	4,100.60	
		DELIVERY FEE	2,000.0	.05620	112.40	
		TANK 2 UNLEADED				
		MO STATE GASOHOL TAX	2,000.0	.270000	540.00	
		KS INSPECTION FEE GAS	2,000.0	.000300	.60	
		MO INSPECTION FEE GAS	2,000.0	.000900	1.80	
		MO TRANSPORT LOAD FEE GS	2,000.0	.004000	8.00	
		OIL SPILL FEE -GASOHOL	2,000.0	.001929	3.86	
		FEDERAL EXCISE LUST FUND	2,000.0	.001000	2.00	
		FED SUPERFUND GASOHOL	2,000.0	.003643	7.29	
3/25/2025	27295851	87 OCTANE GASOHOL	4,500.0	2.050300	9,226.35	
		DELIVERY FEE	4,500.0	.05620	252.90	
		TANK 1 UNLEADED				
		MO STATE GASOHOL TAX	4,500.0	.270000	1,215.00	
		KS INSPECTION FEE GAS	4,500.0	.000300	1.35	
		MO INSPECTION FEE GAS	4,500.0	.000900	4.05	
		MO TRANSPORT LOAD FEE GS	4,500.0	.004000	18.00	

TERMS

THANK YOU

IF THE AMOUNTS DUE ARE NOT PAID BY THE DUE DATE, THE INTEREST SHALL BE ASSESSED AT 1 1/2% PER MONTH.

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FRAZIER OIL CO.
PO Box 317
Gower, MO 64454

PHONE: (816) 424-6623
FAX: (816) 424-3775

DATE PRINTED: 6/13/25

PAGE: 2

ACCOUNT #: 11732

INVOICE: 0151833

BILL TO: CITY OF KANSAS CITY, MO
KCMO CENTRAL FLEET
5300 MUNICIPAL AVE.
KANSAS CITY MO 64120

SHIP TO: KCPD-METRO PATROL DIV.
7601 PROSPECT
KANSAS CITY MO 64132

DATE	B-O-L #	DESCRIPTION	QTY./$	UNIT PRICE	NET AMT.	P/O #
		OIL SPILL FEE -GASOHOL	4,500.0	.001929	8.68	
		FEDERAL EXCISE LUST FUND	4,500.0	.001000	4.50	
		FED SUPERFUND GASOHOL	4,500.0	.003643	16.39	
				BALANCE DUE	19,486.44	
				LESS DISCOUNT	16.78	
				BALANCE DUE IF PAID BY	19,469.66	

THE FOLLOWING PORTION WILL BE DUE ON 4/14/2025 IN THE AMOUNT OF $***19,469.66

#2 CLEAR DSL.5% BIO-ULSD ULTRA LOW SULFUR DIESEL
15 PPM SULFUR MAXIMUM CONTENT
REQUIRED FOR USE IN ALL
DIESEL ENGINES.

87 OCTANE GASOHOL A-C THIS PRODUCT DOES NOT MEET

3/25/2025	7295851	#2 CLEAR DSL.5% BIO-ULSD	1,500	2.6395	$****3,962.67	$********3.45	$****3,959.22
3/25/2025	7295851	87 OCTANE GASOHOL	2,000	2.3862	$****4,776.55	$********4.10	$****4,772.45
3/25/2025	7295851	87 OCTANE GASOHOL	4,500	2.3862	$***10,747.22	$********9.23	$***10,737.99

TERMS

THANK YOU

IF THE AMOUNTS DUE ARE NOT PAID BY THE DUE DATE, THE INTEREST SHALL BE ASSESSED AT 1 1/2% PER MONTH.

Docusign Envelope ID: FCD1A98A-547A-4269-BE8F-26B9E1FD1666

8.4 - 8.4.2: Frazier Energy currently bills NET gallons; we also understand the requirements for billing on the various delivery tables to ensure the best freight rate possible for the fuel ordered by the City of Kansas City, Missouri. When tank-wagon metered tickets are used, the gallons recorded will be used as they are considered mutual for both GROSS and NET gallons.

8.5 - 8.7: Frazier Energy accepts ACH payments and will complete the ACH form if awarded the bid. Discounts will be listed on each individual invoice; this is our current method. We also list each product separately on our invoices unless it is a blended product.

9.0 - 10.0: Frazier Energy acknowledges the gallon quantities listed are estimates only. We understand any of these Sold To Addresses could close during the term of this bid duration.

11: Frazier Energy agrees to add any new locations during the term of this bid at the same pricing levels.

12: Frazier Energy agrees to cooperate with all outside agencies which would request to purchase fuel under bid EV 4024.

13. Subcontracting:

Frazier Energy uses several subcontractors for fuel maintenance; these were previously listed in Section 6.0 and are listed below.

ReNuel Fuel, LLC **FEIN# 27-3667845**

2711 Warwick Traffic Way, Kansas City, MO 64108

PH: 913-732-3907 Website: www.renuelfuel.com

ReNuel was established in 2010; they have been a leader in tank cleaning and fuel reconditioning in the Midwest region. ReNuel has been subcontracted to clean and recondition fuel in several generators that sit idle for long periods, which ensures fuel quality when the equipment is needed. ReNuel's services have been used as a subcontractor since 2011.

Total Petroleum Services, LLC **FEIN # 27-4787707**

16601 W. 132nd Circle, Olathe, KS 66062

PH: 913-461-5985 Website: www.totalpetroleumservices.com

Total Petroleum is another fuel cleaning service that has been utilized for tank cleaning and fuel filtering/reconditioning services, this company has also been utilized for ground water removal as mentioned in Section 6.1.4 of the bid. Total Petroleum Services was established in 2011 and has been used as a subcontractor since 2015.

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SCS Engineers **FEIN #Unknown**

8475 West 110th St. Suite 100, Overland Park, KS 66210

PH: 913-681-0030 Website: www.scsenginners.com

SCS Engineers has been utilized in the past for creating and updating Spill Prevention plans to stay in compliance with State and Federal requirements. SCS Engineers were established in 1970, their services have been used as subcontractors since 2019.

We-Mac Manufacturing Company **FEIN # 43-0820298**

326 East 14th Avenue, North Kansas City, MO 64116

PH: 816-221-1850 Website: www.wemactanks.com

We-Mac is a local tank manufacturer that has been in business since 1962, their services have been utilized since 2019. They have been contracted to build custom fuel storage solutions for the City of Kansas City, Missouri as recently as 2025.

13. Subcontracting-Common Carriers:

Frazier Energy subcontracts three common carriers in the Kansas City Metropolitan Area. Two common carriers are utilized for large bulk deliveries and one tank-wagon delivery common carrier for smaller loads. By utilizing multiple common carriers, we can ensure the fuel loads ordered by the City of Kansas City, Missouri will make it to their destination on time. With a combined delivery vehicle count of 55 units, Frazier Energy has the absolute best chance of getting the loads completed in the desired time frame.

Common Carrier #1

Robertson-Williams Transport, LLC, FEIN #27-3571093

9100 W. Liberty Dr., Suite A, Pleasant Valley, MO 64068

PH: 816-923-0700 FAX: 816-923-1277

Website: www.rwtcompany.com **Email: chris@rwtcompany.com**

For transport fuel delivery of 5,000 gallons or more, Frazier Energy contracts Robertson-Williams Transport, they have been the main common carrier for Frazier Energy since 2010 and are utilized daily 7 days a week.

Robertson-Williams Transport was established under current ownership in April 2021; they are currently operating with 77 employees and now deliver multiple loads to various locations on a 7-day basis for Frazier Energy. Robertson-Williams Transport is contracted

to deliver loads as ordered on a daily basis for next-day delivery, and several emergency (short notice) loads are also handled on a weekly basis.

All loads are handled by 9,000-gallon or larger tankers that utilize either 4 or 5 separate compartments for the delivery of multiple products on each load. These transports have multiple compartment sizes to handle all types of orders; the dispatch center determines which tanker best fits an order when the order comes in. Robertson-Williams Transport is currently operating 11 tractors and 11 petroleum tankers in the Kansas City area, which ensures proper coverage for our fuel orders. Most tanker compartments are as follows: 4-compartment tankers are: 3,000-gallon, 2,000-gallon, 1,200-gallon, & 2,800-gallon. The 5-compartment tankers are: 3,000-gallon, 1,200-gallon, 1,100-gallon, 1,100-gallon, and 2,900-gallon. All tankers are outfitted with single-point and dual-point vapor recovery fittings to handle every type of tank configuration. All trucks are outfitted with pumps so deliveries can be made to locations with above-ground tanks.

Robertson-Williams Transport has extensive driving training that starts by requiring all employees to do a monthly online training course that covers general safety concerns from materials handling to betterment of driving skills, focused on DOT regulations concerning Hours of Service, Hazmat Training, Tanker rollover, distracted driving, pre-trip inspections, and injury prevention. Robertson-Williams Transport has zero tolerance for incomplete training; if an employee does not finish training by the due date, they are held from delivering loads until the training is complete.

Below is an equipment list for Robertson-Williams Transport that is based in the Kansas City area.

Tractors:

UNIT#	License	YEAR	MAKE
122	**98KS2W**	2019	KW
212	**51KSOA**	2021	FRIEGHTLINER
494	**77K R6T**	2024	FRIEGHTLINER
676	**51KS2A**	2021	FRIEGHTLINER
737	**44K S2F**	2017	KW
783	**98K S3T**	2023	KW
999	**93K S2B**	2021	FRIEGHTLINER
8056	**19KT0B**	2024	KW
8059	**O7KT2D**	2024	KW
8060	**37KT5D**	2024	KW
10259	**10KT4G**	2020	FRIEGHTLINER

Trailers:

Unit #	Type	location	YEAR	LICENSE	MAKE	# comp	Tank 1	Tank 2	Tank 3	Tank 4	Tank 5	Total
204	406	kc	2015	16M8CR	HEIL	5	3100	1250	1100	1100	2950	9500
1747	406	kc	2017	225 9PJ	HEIL	4	3000	1500	2000	3000	0	9500
1834	406	kc	2024	EGV441	HEIL	4	3000	1500	2000	3000	0	9500
2043	406	kc	2024	25L 8XB	POLAR	4	3000	1500	2000	3000	0	9500
2044	406	kc	2024	25L 9XB	POLAR	4	3000	1500	2000	3000	0	9500
2045	406	kc	2024	26L 0XB	POLAR	4	3000	1500	2000	3000	0	9500
3877	406	kc	2024	41M1AA	HEIL	4	3000	1500	2000	3000	0	9500
5414	406	kc	2010	17M1CR	HEIL	4	3000	1500	2000	3000	0	9500
6612	406	kc	2014	05F 8CT	HEIL	4	3000	1500	2000	3000	0	9500
6959	406	kc	2012	86E 8VV	HEIL	4	3000	1500	2000	3000	0	9500
7751	406	kc	2008	37L8VG	POLAR	5	3100	1250	1100	1100	2650	9200

Common Carrier #2

Energy Transport Solutions, Inc., FEIN #74-2255737

104 W. US Highway, Bates City, MO 64011

PH: 816-690-2466 FAX: 816-690-2467

Website: www.etsmo.com **Email:** eric@etsmo.com

Energy Transport Solutions is a family-owned 2nd generation business which has been in operation since 1955, they are currently operating with 58 employees. They deliver multiple loads to various locations on a 7-day basis for Frazier Energy and are contracted to deliver loads as ordered on a daily basis for next-day delivery and are available for emergency (short-notice) loads.

Energy Transport Solutions has been a contractor since 2011 and handles loads (5,000 gal and up) on an auxiliary common carrier basis. Frazier Energy has been using Energy Transport Solutions on a weekly basis since 2011.

All loads are handled by 9,000-gallon or larger tankers that utilize either 4 or 5 separate compartments for the delivery of multiple products on each load. These transports have multiple compartment sizes to handle all types of orders; the dispatch center determines which tanker best fits an order when the order comes in. Energy Transport Solutions is currently operating with 36 tractors and 43 petroleum tankers. Most tanker compartments are as follows: 4-compartment tankers are: 3,000-gallon, 2,000-gallon, 1,200-gallon, & 2,800-gallon; the 5-compartment tankers are: 3,000-gallon, 1,200-gallon, 1,100-gallon, 1,100-gallon, and 2,900-gallon. All tankers are outfitted with single-point or dual-point vapor recovery fittings to handle every type of tank configuration. All trucks are outfitted with pumps so deliveries can be made to locations with above-ground tanks.

Energy Transport Solutions has extensive driving training that starts by requiring all employees to do a monthly online training course that covers general safety concerns from

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materials handling to the betterment of driving skills. Energy Transport Solutions has zero tolerance for incomplete training; if an employee does not finish training by the due date, they are held from delivering loads until the training is complete.

Below is an equipment list for Energy Transport Solutions; they have several delivery vehicles that would be very helpful in an emergency where fuel had to be sourced from terminals outside of the Kansas City area.

Tractors:

Truck #	Year	Make	Model	VIN	DRIVER	LOCATION	STATUS
30	2020	Kenworth	T-680	1XKYD49X0LJ307153	Paul	Topeka	In-Service
31	2024	Kenworth	T-680	1XKYD49X7RJ338053	Kenny	Bates City	In-Service
32	2024	Kenworth	T680	1XKYD49X6RJ338092	Troy	Bates City	In-Service
33	2024	Kenworth	T680	1XKYD49X4RJ338091	Spare	Bates City	In-Service
34	2024	Kenworth	T680	1XKYD49X2RJ338090	Tony	Bates City	In-Service
36	2024	Kenworth	T-800	1XKDD49X2RR357884	Trevor	Wellington	In-Service
37	2020	Kenworth	T-800	3WKDD49XXLF397088	Aaron R	Sweet Springs	In-Service
38	2023	Freightliner	Cascadia	3AKJHHDR9PSUN9182	Joe Dollison	Warrensburg	In-Service
42	2019	Kenworth	T680	1XKYD49X1KJ204208	Spare	Bates City	In-Service
44	2019	Kenworth	T680	1XKYD49X2KJ352934	Spare	Bates City	In-Service
45	2020	Peterbilt	579	1XPBD49X4LD686771	William	Topeka	In-Service
46	2021	Kenworth	T680	1XKYD49X1MJ456768	Cale	Bates City	In-Service
47	2023	Kenworth	T680	1XKYD49X9PJ259612	Kevin	Dearborn	In-Service
48	2024	Kenworth	T680	1XKYD49X6RJ339811	Don	Dearborn	In-Service
49	2024	Kenworth	T680	1XKYD49XXRJ374660	Dan	St Joe	In-Service
50	2025	Kenworth	T680	1XKYD49X2SJ135545	Steve	Dearborn	In-Service
52	2025	Kenworth	T680	1XKYD49X2SJ160039	Chris	Bates City	In-Service
54	2025	Kenworth	T680	1XKYD49X4SJ160043	Curtis	Bates City	In-Service
61	2015	Peterbilt	386	1NPXGGGG70D32108(	Dennis	Wellington	In-Service
74	2011	Peterbilt	389	1XPXDB9X6BD120474	Todd	Tarkio	In-Service
75	2014	Peterbilt	389	1NPXGGGG30D23751:	Cal	Fairfax	In-Service
77	2018	Kenworth	T-800	1XKDD49X1JJ179484	Bryar	Chillicothe	In-Service
79	2018	Kenworth	T-800	1XKDD49X3JJ186470	Spare	Bates City	In-Service
80	2019	Kenworth	T-800	3WKDD49X6KF299268	Spare	Carrollton	In-Service
83	2019	Kenworth	T-800	3WKDD49X6KF292224	Robert	St Joe	In-Service
84	2019	Peterbilt	389	1XPXD49XXKD266050	Seth	Bates City	In-Service
85	2018	Kenworth	T-880	1XKZD49X9JJ211796	Spare	Bates City	In-Service
88	2019	Kenworth	T-800	3WKDD49X4KF292187	Tim A	Bates City	In-Service
89	2019	Kenworth	T-800	3WKDD49XXKF292209	Spare	Bates City	In-Service
91	2019	Kenworth	T-880	1XKZD49X0KJ250052	Spare	Bates City	In-Service
93	2018	Kenworth	T-680	1XKYD49XXJJ200964	Aaron H	Bedford,IA	In-Service
94	2018	Kenworth	T-680	1XKYD49XXJJ200981	Dalton	Bates City	In-Service
95	2023	Kenworth	T-800	1XKDD49X2PR216519	Casey	Bates City	In-Service
96	2023	Kenworth	T-800	1XKDD49X8PR252781	Kyle	LaMonte	In-Service
97	2023	Kenworth	T-800	1XKDD49XXPR252782	Joel Fisher	Alma	In-Service
99	2024	Kenworth	T-800	1XKDD49X1RR268422	Ben Denny	Warrensburg	In-Service

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Trailers:

Trailer #	Year	Make	Capacity	VIN	Driver	Location	Status
147	2005	Heil	9500	5HTAB422557H69160	Paul	Bates City	In-Service
148	1999	Heil	9500	5HTAB4227X7H63296	Kyle	LaMonte	In-Service
149	2005	Heil	9500	5HTAB422557H69159	Aaron R	Sweet Springs	In-Service
151	2005	Heil	9500	5HTAB422157H68040	Dennis Temp	Topeka	In-Service
154	2014	Heil	9500	5HTAB4227E7H80001	William	Topeka	In-Service
155	2017	Heil	9500	5HTAB4226H7082139	Cal	Fairfax	In-Service
156	2018	Heil	9500	5HTSA4221J7601109	Tim A	Bates City	In-Service
157	2013	Heil	9200	5HTAB4323D7H77609	Joe D	Bates City	OOS
158	2013	Heil	9200	5HTAB4322D7H77620		Bates City	In-Service
159	2013	Heil	9200	5HTAB4321D7H77964	Ben	Warrensburg	In-Service
160	2013	Heil	9,200	5HTAB4323D7H77965		Bates City	In-Service
161	2022	Heil	9,500	5HTSA4428N7114203	Chris	Malta Bend	In-Service
163	2005	Heil	9,500	5HTAM432957H68330	Dennis	Wellington	In-Service
164	2008	Heil	9,300	5HTAB432687H72913	JET / Kyle	LaMonte	Jet Only
165	2008	Heil	9,300	5HTAB432887H72914	JET / Joel	Alma	In-Service
166	2022	Heil	9,500	5HTSA4420N7114213	Tony	Bates City	In-Service
167	2015	Heil	9300	5HTAB4420F7H80257	Joe	Warrensburg	In-Service
168	2023	Polar	9200	1PMKA4422P7118623	Jet /Denney	Warrensburg	Jet Only
169	1996	Heil	9200	5HTAB4428T7H60723	Spare	Bates City	Jet Only
170	1997	Heil	9200	5HTAB4426V7H61257	Spare	Sweet Springs	Jet Only
171	1997	Heil	9200	5HTAB4425V7H61203	Spare	Bates City	Jet Only
172	2023	Polar	9200	1PMKA4421P7118631	Dennis	Wellington	Jet Only
173	2023	Heil	9500	5HTSA4427P7119802	Troy	Bates City	In-Service
174	2024	Polar	9500	1PMKA4421R7122052	Trevor	Bates City	In-Service
175	2024	Polar	9500	1PMKA4423R7122053	Joel	Alma	In-Service
176	2024	Polar	9500	1PMKA4425R7122054	Dalton	Bates City	In-Service
177	2024	Heil	9500	5HTSA4426R7123889	Bryar	Chillicothe	In-Service
178	2024	Heil	9500	5HTSA4428R7123876	Casey	Bates City	In-Service
179	2016	Polar	9500	1PMA2452XG5015243	Curtis S	Bates City	In-Service
180	2017	Polar	9500	1PMS24524H8015632	Cale	Bates City	In-Service
181	2017	Polar	9500	1PMS24524H8015633	Seth G	Bates City	In-Service
185	2007	LBT	9800	4J8T042297T008102	Dan	Dearborn	In-Service
186	2008	LBT	9500	4J8T042278T007709	Robert	St. Joseph	In-Service
187	2014	LBT	9800	4J8T04328FT003602	Don	Dearborn	In-Service
189	2024	Polar	9500	1PMKA4428R7122047	Kevin	Dearborn	In-Service
190	2025	Heil	9500	5HTSA4424S7131835	Todd	Bates City	In-Service
191	2025	Heil	9500	5HTSA4426S7131836	Aaron H	Bates City	In-Service

191	2025	Heil	9500	5HTSA4426S7131836	Aaron H	Bates City	In-Service
192	2009	Beall	9500	1BN2T42209B010270		Bates City	In-Service
193	2015	Polar	9500	1PMA2452XF5013149		Bates City	OOS
500	2020	Polar	11600	1PMKW4425L6051954	Don	Dearborn	In-Service
501	2018	Countryside	11600	1Z9M1AA20JA448296	Joe D	Bates City	In-Service
502	2014	Westmor	11600	1W9P14429EM350681	Curtis	Bates City	In-Service
503	2012	Westmor	11600	1W9P14324CM350179		Bates City	In-Service

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Common Carrier #3

John Moore Oil Co., Inc., FEIN# 43-1088595

219 N. W. 12th St., Blue Springs, MO 64013

PH: 816-229-5662 FAX: 816-578-5520 Website: www.johnmooreoil.com

John Moore Oil Co. is a 3rd generation family-owned business that has been in the tank-wagon delivery business since 1976, they currently have 12 employees. John Moore Oil Co. handles tank-wagon loads (4,999 gal and down) and has delivered all smaller fuel loads for Frazier Energy since 2010, their services are contracted on a daily basis.

Currently, they operate 8 delivery trucks in the Kansas City area. Frazier Energy has contracted with John Moore Oil Co. to deliver all loads not handled by large transport or require a metered delivery. The compartment sizes for these units are 2,000 gallons and 1,000 gallons; the maximum gallon capacity of the trucks varies from 4,000 gallons to 4,500 gallons. Each truck is equipped with separate gasoline and diesel pumps and state-approved meters for deliveries below 1,000 gallons. John Moore Oil Co. utilizes quarterly and annual training from its insurance supplier which cover safe driving skills, injury prevention, and hazardous materials handling.

Equipment list for John Moore Oil Co.

2024 Kenworth w/ 5800 gallon tank
2024 Kenworth w/ 5600 gallon tank
2023 Kenworth w/ 5800 gallon tank
2022 Kenworth w/ 5800 gallon tank
2021 Kenworth w/ 4500 gallon tank
2020 Kenworth w/ 5800 gallon tank
2019 Kenworth w/ 5800 gallon tank
2007 Kenworth w/ 5000 gallon tank

All of these are 5 compartment trucks.

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14. Experience and Qualifications:

Frazier Energy, LLC

100 Whitney Ave., Gower, MO 64454 FEIN# 47-5260945

PH: 816-424-6623 FAX: 816-424-3775

President: Scott Frazier Mobile: 816-304-6620

Email: sfrazier@frazieroil.com Website: www.frazieroil.com

Frazier Oil & L.P. Gas Co., Inc. d.b.a. Frazier Oil Co. was established in 1969 by my father, Mike Frazier, the business was later incorporated in 1973. Since its inception, Frazier Oil Co. has been in the wholesale petroleum business, furthermore, we have been in the service industry from day one. Frazier Oil Co. has always strived to provide the best service possible; we understand this is the only thing which sets us apart from others in our industry.

My name is Scott Frazier, I am the president of Frazier Oil & L.P. Gas Co. Inc., (d.b.a. Frazier Oil Co.), and the second generation of my family to operate this business. Frazier Oil Co. has been the current fuel provider for the City of Kansas City, Missouri and outlying government agencies since 2015 on Bid EV1848. Frazier Oil Co. has had a great relationship with the City of Kansas City, Missouri, during the current bid period and has enjoyed a good business relationship with the City of Kansas City, Missouri and the outside agencies, which include Jackson County, City of Independence, City of Grandview, and Little Blue Valley Sewer District.

In the past few years, Frazier Oil Co. has been migrating all wholesale fuel accounts over to a new company called Frazier Energy, LLC. (d.b.a. Frazier Oil Co.). This company has operated as a Limited Liability Company with a Sub-S tax structure since 2015. There are no changes in personnel, business practices, common carriers, or other vendors used. The only changes are the FEIN number and corporate name change. Frazier Energy has 7 employees with 132 years' combined experience in the wholesale fuel business.

Frazier Oil Co. has fulfilled the current City of Kansas City, Missouri bid EV 1848 for over 10 years without failure to complete any part of the contract. We have always been in good standing working with any government agency or public entity. Frazier Energy, LLC is free from any criminal actions against the business or any key personnel.

Frazier Energy, LLC (d.b.a. Frazier Oil Co.) has been in business for 10 years and has a very stable financial capacity. We built this business on the foundation of Frazier Oil & L.P. Gas Co., Inc., which was established in 1969; we have a combined business track record of 69 years. We would be willing to share financial statements if required; our DUNS # is 068260029. Listed below is a current Certificate of Good Standing from the State of Missouri.

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STATE OF MISSOURI

Denny Hoskins
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, DENNY HOSKINS, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

Frazier Energy LLC
LC001464136

was created under the laws of this State on the 7th day of October, 2015, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 13th day of June, 2025.

Denny Hoskins
Secretary of State

Certification Number: CERT-06132025-0030

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14.2:

Frazier Energy’s primary service is wholesale petroleum sales and logistics; this is our main scope of work, 7 days a week, 365 days a year. We understand fuel supply, daily allocations, and how to logistically move fuel to the right location at the right time. All employees at Frazier Energy have the ability to work from the office or home, which ensures we can continue operations through trying times such as bad weather; therefore, our customers continue to receive support and service.

Dispatch: Fuel Logistics:

Our primary support staff is our dispatch center, this includes Brett Carpenter, Denton Koon, and Scott Frazier. These three handle the daily logistics of our fuel supply and are collectively on call 24/7 to handle issues if they arise. Brett and Denton also handle all fuel invoicing, which is a very vital part of our daily operations. We have 3 personnel in our dispatch center who are completely cross trained to ensure coverage for sick or vacation days.

Brett Carpenter - Director of Wholesale Fuels - 20 years of experience.

Denton Koon - Dispatch - 6 years of experience.

Scott Frazier - President of Frazier Energy, LLC. - 34 years of experience.

Maintenance:

Our maintenance department is managed by Roger Mead, if anything arises where we need personnel on site, he is our front-line person.

Roger Mead - Head of Maintenance - 24 years of experience.

Accounting:

In the bookkeeping side of our business, we utilize Heather Doss and Gara Clark who manage our daily accounting, along with Steve Koon, who oversees this end of the business. We have three personnel in our bookkeeping department who are cross trained in all areas, this allows us good coverage for sick or vacation days.

Heather Doss - Bookkeeper - 3 years of experience.

Gara Clark - Accounting - 21 years of experience.

Steve Koon - Vice President - 24 years of experience.

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14.2 Referrals:

John Moore Oil Co. - Josh Moore

Email: jmoc@att.net

Phone: 816-229-5662

Frazier Oil Co. has been the main fuel supplier for John Moore Oil Co. since 2011; we have provided fuel to them daily with weekly sales near $500,000.00.

City of Independence - Richelieu Sese

Email: rsese@indepmo.org

Phone: 816-325-7090

Frazier Oil Co. has been supplying fuel to the City of Independence since 2015 when they joined the City of Kansas City, Missouri bid EV-1848. We deliver bulk transport loads and tank-wagon loads to the City of Independence; they average about 5 loads a week with sales near $50,000.00.

786 Enterprises, Inc. - Asif Kiayani

Email: kianiasif_786@hotmail.com

Phone: 816-456-9024

Frazier Oil Co. has provided fuel supply for 17 retail convenience stores in the Kansas City Metropolitan Area for this customer since 2011. This customer requires daily fuel supply with weekly sales near $250,000.00.

14.3 Delivery Personnel and Equipment:

All information about the three common carriers we utilize is located in Section 13 - Subcontracting.

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14.4 Project Approach:

Frazier Energy, LLC currently has all computer systems in place, we could have all of the city of Kansas City, Missouri accounts and sold to address set up quickly by simply migrating accounts within our system. We presently have all the unbranded fuel supply and fuel allocation in place, along with common carriers, Power Service additive, and other outside subcontractors to handle any fuel maintenance issues. We can have our systems ready to go with a few days' notice taking into consideration there would be some documents to fill out with the City of Kansas City, Missouri, which would take some time as well. The time for the City of Kansas City, Missouri to transition from Frazier Oil & L.P. Gas Co., Inc. over to Frazier Energy could be done very expeditiously.

Frazier Energy, LLC is bidding on EV 4024 in 2025 and would like to continue the business relationship we have developed over the years with the City of Kansas City, Missouri; I would like to personally thank the City of Kansas City, Missouri for the past ten years of business and would like to ask for your consideration on bid EV 4024.

Respectfully,

Scott Frazier

Scott Frazier

President

Title

6-27-2025

Date

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APPENDIX-A

MISSOURI DELIVERY FEE PRICING:

Refer to SPECIFICATIONS - SCOPE OF SERVICES section 3.2-3.2.5

ITEM NO.	ITEM AND SPECIFICATION	UNIT	MARGIN COST ABOVE RACK 7000+gal	MARGIN COST ABOVE RACK 6999-5000gal	MARGIN COST ABOVE RACK 4999-3000gal	MARGIN COST ABOVE RACK 2999-2000gal	MARGIN COST ABOVE RACK 1999-1000gal	MARGIN COST ABOVE RACK 999-1gal
A1	Gasoline, Unlead: 91 Octane	GAL	$. .0395	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A2	Gasoline, Unlead: 87,89,91 Octane 10% Ethanol Blend	GAL	$ .0395	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A3	Jet Fuel, Turbine	GAL	$ .0515	$ .0615	$ .1450	$ .1650	$ .2500	$ .3400
A4	Diesel Fuel,Clear: #1, #2 USLD	GAL	$ .0445	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A5	Diesel Fuel,Dyed Off-Road: #1, #2 USLD	GAL	$ .0445	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A6	K-1 Kerosene - Bulk	GAL	$ .1218	$ .1318	$ .1450	$ .1650	$ .2300	$ .3100
A7	Split-Load Charge	Load	$ 140.00					
A8	Split-Delivery Charge	Load	$ 140.00					
A9	Delivery PUMP-OFF Fee	Load	$ -0-	Greater Than	NO Pump Off Fee	Gallons		
A10	Discount for Prompt Payment	Fuel Only	.0010 %	Net: 20 (Calendar Days)				

X _____ X 6-20-2025

Suppliers Authorized Signature — Date

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APPENDIX-B

KANSAS DELIVERY FEE PRICING:

Refer to SPECIFICATIONS - SCOPE OF SERVICES section 3.2-3.2.5

ITEM NO.	ITEM AND SPECIFICATION	UNIT	MARGIN COST ABOVE RACK 7000+gal	MARGIN COST ABOVE RACK 6999-5000gal	MARGIN COST ABOVE RACK 4999-3000gal	MARGIN COST ABOVE RACK 2999-2000gal	MARGIN COST ABOVE RACK 1999-1000gal	MARGIN COST ABOVE RACK 999-1gal
A1	Gasoline, Unlead: 87,89,91 Octane	GAL	$ .0395	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A2	Gasoline, Unlead: 87,89,91 Octane 10% Ethanol Blend	GAL	$ .0395	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A3	Jet Fuel, Turbine	GAL	$ .0515	$ .0615	$ .1450	$ .1650	$ .2500	$ .3400
A4	Diesel Fuel,Clear: #1, #2 USLD	GAL	$ .0445	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A5	Diesel Fuel,Dyed Off-Road: #1, #2 USLD	GAL	$ .0445	$ .0515	$ .1250	$ .1450	$ .2300	$ .3100
A6	K-1 Kerosene - Bulk	GAL	$ .1218	$ .1318	$ .1450	$ .1650	$ .2300	$ .3100
A7	Split-Load Charge	Load	$ 140.00					
A8	Split-Delivery Charge	Load	$ 140.00					
A9	Delivery PUMP-OFF Fee	Load	$ -0-	Greater Than	NO Pump Off Fee	Gallons		
A10	Discount for Prompt Payment	Fuel Only	.0010 %	Net: 20 (Calendar Days)				

X X 6-20-2025

Suppliers Authorized Signature — Date

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APPENDIX-C

MISSOURI TAXES & TERMINAL FEES:

ITEM AND SPECIFICATION	UNIT	STATE OF MO TAX	MUST FEE	LUST FEE	MO INSP. FEE	KS INSP. FEE	FED OIL SPILL FEE	FEDERAL SUPERFUND
Gasoline, Unlead: 91 Octane	GAL	$0.2700	$0.00400	$0.00100	$0.00090	$0.00030	$0.002143	$0.004048
Gasoline, Unlead: 87,89,91 Octane 10% Ethanol Blend	GAL	$0.2700	$0.00400	$0.00100	$0.00090	$0.00030	$0.001929	$0.003643
Jet Fuel, Turbine	GAL	X	$0.00400	$0.00100	$0.00090	$0.00030	$0.002143	$0.003643
Bio Terminal Diesel	GAL	$0.2700	$0.00400	$0.00100	$0.00090	$0.00030	$0.002036	$0.003846
Diesel Fuel,Clear: #1, #2 USLD	GAL	$0.2700	$0.00400	$0.00100	$0.00090	$0.00030	$0.002143	$0.004048
Red Dyed Off-Road: #1, #2 USLD	GAL	X	$0.00400	$0.00100	$0.00090	$0.00030	$0.002143	$0.004048
K-1 Kerosene - Bulk	GAL	$0.2700	$0.00400	$0.00100	$0.00090	$0.00030	$0.002143	$0.004048

KANSAS TAXES & TERMINAL FEES:

ITEM AND SPECIFICATION	UNIT	STATE OF KS TAX	KANSAS ENV FEE	LUST FEE	KS INSP. FEE	FED OIL SPILL FEE	FEDERAL SUPERFUND
Gasoline, Unlead: 87,89,91 Octane	GAL	$0.2400	$0.01000	$0.00100	$0.00030	$0.002143	$0.004048
Gasoline, Unleaded: 87,89,91 Octane 10% Ethanol Blend	GAL	$0.2400	$0.01000	$0.00100	$0.00030	$0.001929	$0.003643
Jet Fuel, Turbine	GAL	X	$0.01000	$0.00100	$0.00030	$0.002143	$0.003643
Bio-Diesel: Single Terminal		$0.2600	$0.01000	$0.00100	$0.00030	$0.002036	$0.003846
Diesel Fuel,Clear: #1, #2 USLD	GAL	$0.2600	$0.01000	$0.00100	$0.00030	$0.002143	$0.004048
Red Dyed Off-Road: #1, #2 USLD	GAL	X	$0.01000	$0.00100	$0.00030	$0.002143	$0.004048
K-1 Kerosene - Bulk	GAL	$0.2600	$0.01000	$0.00100	$0.00030	$0.002143	$0.004048

X Scott Tuggle
Suppliers Authorized Signature

X 6-20-2025
Date

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APPENDIX-D

CUSTOMER SPECIFIC FUEL ADDITIVES PRICING:

Refer to SPECIFICATIONS - SCOPE OF SERVICES section 3.2.3

ITEM NO.	ITEM AND SPECIFICATION	UNIT	DELIVERED COST
C1	Power Service Additive, "Clear Diesel" at 1:1500 treatment ratio	FUEL GAL	$ .031060
C2	Power Service Additive, "Diesel Kleen" at 1:1500 treatment ratio	FUEL GAL	$ .027230
C3	Power Service Additive, "Supplement" at 1:1500 treatment ratio	FUEL GAL	$ .023540
C4	Power Service Additive, "Bio Kleen" at One-Gallon Jug	EA	$ 166.58
C5	Power Service Additive, "911" at 12/1 Case 26-Ounce Bottles	EA	$ 83.03

PACKAGED KEROSENE PRICING:

Refer to SPECIFICATIONS - SCOPE OF SERVICES section 3.2.8

*** Supplier's cost shall include all applicable taxes and fees*

ITEM NO.	ITEM AND SPECIFICATION	**MARKUP ABOVE SUPPIERS COST	DRUM DEPOSIT
C-6	K-1 Kerosene, 55-Gallon Drum - Delivered	$ 50.00	$ 25.00
C-7	K-1 Kerosene, 55-Gallon Drum - Picked Up	$ 50.00	$ 25.00

X _____ X 6-20-2025

Suppliers Authorized Signature — Date

APPENDIX-E

DELIVERY FEE PRICE INCREASE:
Supplier shall state the "Margin" above Rack" price increase (surcharge) for each price increment.
Refer to SPECIFICATIONS - SCOPE OF SERVICES section 3.2.9

ITEM NO.	Rack Price	7000+gal	6999-5000gal	4999-3000gal	2999-2000gal	1999-1000gal	999-1gal
D1	$5.00	$ .0020	$ .0020	$ .0020	$ .0020	$ .0020	$ .0020
D2	$5.50	$ .0030	$ .0030	$ .0030	$ .0030	$ .0030	$ .0030
D3	$6.00	$ .0040	$ .0040	$ .0040	$ .0040	$ .0040	$ .0040
D4	$6.50	$ .0050	$ .0050	$ .0050	$ .0050	$ .0050	$ .0060
D5	$7.00	$ .0070	$ .0070	$ .0070	$ .0070	$ .0070	$ .0070
D6	$7.50	$ .0090	$ .0090	$ .0090	$ .0090	$ .0090	$ .0090
D7	$8.00	$ .0115	$ .0115	$ .0115	$ .0115	$ .0115	$ .0115
D8	$8.50	$ .0120	$ .0120	$ .0120	$ .0120	$ .0120	$ .0120
D9	$9.00	$ .0140	$ .0140	$ .0140	$ .0140	$ .0140	$ .0140
D10	$9.50	$ .0160	$ .0160	$ .0160	$ .0160	$ .0160	$ .0160
D11	$10.00	$ .0180	$ .0180	$ .0180	$ .0180	$ .0180	$ .0180

X _____ X 6-20-2025

Suppliers Authorized Signature — Date

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APPENDIX-E

DELIVERY FEE PRICE INCREASE:
Supplier shall state the "Margin" above Rack" price increase (surcharge) for each price increment.
Refer to SPECIFICATIONS - SCOPE OF SERVICES section 3.2.9

ITEM NO.	Rack Price	7000+gal	6999-5000gal	4999-3000gal	2999-2000gal	1999-1000gal	999-1gal
D1	$5.00	$ .0020	$ .0020	$ .0020	$ .0020	$ .0020	$ .0020
D2	$5.50	$ .0030	$ .0030	$ .0030	$ .0030	$ .0030	$ .0030
D3	$6.00	$ .0040	$ .0040	$ .0040	$ .0040	$ .0040	$ .0040
D4	$6.50	$ .0050	$ .0050	$ .0050	$ .0050	$ .0050	$ .0060
D5	$7.00	$ .0070	$ .0070	$ .0070	$ .0070	$ .0070	$ .0070
D6	$7.50	$ .0090	$ .0090	$ .0090	$ .0090	$ .0090	$ .0090
D7	$8.00	$ .0115	$ .0115	$ .0115	$ .0115	$ .0115	$ .0115
D8	$8.50	$ .0120	$ .0120	$ .0120	$ .0120	$ .0120	$ .0120
D9	$9.00	$ .0140	$ .0140	$ .0140	$ .0140	$ .0140	$ .0140
D10	$9.50	$ .0160	$ .0160	$ .0160	$ .0160	$ .0160	$ .0160
D11	$10.00	$ .0180	$ .0180	$ .0180	$ .0180	$ .0180	$ .0180

X _____ X 6-20-2025

Suppliers Authorized Signature — Date

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APPENDIX-H CITY OF KCMO

KCMO CENTRAL FLEET LOCATIONS:

Site Name	Site Address	Tank Capacity	Product	UST/AST	EST Yearly Usage	Avg Gal/Load
Transport Loads Split between Tanks:						
Water Fleet Maintenance	1901 Brooklyn Ave	2- 10,000gal	Unlead	UST	214,000	8500
Water Fleet Maintenance	1901 Brooklyn Ave	2- 10,000gal	Diesel	UST	172,000	7500
Police Service Station	1245 Prospect	12,000gal	Unlead	UST	233,500	6500
Police Service Station	1245 Prospect	10,000gal	Unlead	UST	49,500	2000
Shoal Creek Patrol Division	6801 NE Pleasant Valley Rd	15,000gal	Unlead	UST	183,600	8500
Metro Patrol Division	7601 Prospect	10,000gal	Unlead	UST	38,500	1500
Metro Patrol Division	7601 Prospect	12,000gal	Unlead	UST	96,500	5500
Metro Patrol Division	7601 Prospect	5,000gal	Diesel	UST	20,000	1500
South Patrol Division	9701 Marion Park Dr.	10,000gal	Unlead	UST	101,000	5500
South Patrol Division	9701 Marion Park Dr.	12,000gal	Unlead	UST	58,000	3000
PW Municipal Service Center	5300 Municipal Ave	10,000gal	Unlead	AST	267,000	5000
PW Municipal Service Center	5300 Municipal Ave	15,000gal	Diesel	AST	269,000	3000
PW Maintenance District #3	4725 Coal Mine Rd	10,000gal	Unlead	AST	72,000	5000
PW Maintenance District #3	4725 Coal Mine Rd	10,000gal	Diesel	AST	68,000	3000
MAST Ambulance	6750 Eastwood Tfwy	3,000gal	Unlead	AST	23,000	1500
MAST Ambulance	6750 Eastwood Tfwy	10,000gal	Diesel	AST	89,600	6500
Water Treatment Plant	1 NW Briarcliff	5,000gal	Unlead	AST	44,800	4500
Water Treatment Plant	1 NW Briarcliff	5,000gal	Diesel	AST	30,500	2000
Fire Station 14	8300 N Brighton	5,000gal	Unlead	AST	43,700	3500
Fire Station 14	8300 N Brighton	5,000gal	Diesel	AST	45,000	3000
Parks & Rec District #2	1520 W 9th St	5,000gal	Unlead	AST	24,800	3500
Parks & Rec District #2	1520 W 9th St	10,000gal	Diesel	AST	16,000	2000
Parks & Rec District #3	6901 Elmwood	6,000gal	Unlead	AST	36,000	4000
Parks & Rec District #3	6901 Elmwood	4,000gal	Diesel	AST	14,500	1500
Transport Split-Delivery between Locations or Tank Wagon Load Split between Tanks:						
WS Ruskin Heights	11231 Bennington Ave	7,000gal	Diesel	AST	14,000	3700-5200
Fire Station 19	550 W 43rd St	2,000gal	Unlead	AST	24,200	1200
Fire Station 19	550 W 43rd St	4,000gal	Diesel	AST	35,000	2500
Fire Station 35	3200 Emanuel Cleaver Blvd	2,000gal	Unlead	AST	11,000	1000
Fire Station 35	3200 Emanuel Cleaver Blvd	4,000gal	Diesel	AST	34,000	2500
Fire Station 36	9903 Holmes	2,000gal	Unlead	AST	7,500	600
Fire Station 36	9903 Holmes	4,000gal	Diesel	AST	38,000	3000
Power Service "Clear Diesel"	*estimated treated gallons:*	*832,800*		**Total:**	**2,374,200**	
Power Service "Diesel Kleen"	*estimated treated gallons:*	*452,000*		Unlead	1,529,200	
Power Service "Supplement"	*estimated treated gallons:*	*380,800*		Diesel	832,800	

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KCMO AVIATION DEPARTMENT LOCATIONS:

Site Name	Site Address	Tank Capacity	Product	UST/AST	EST Yearly Usage	Avg Gal/Load
Mostly Tank Wagon Loads per Individual Tanks:						
KCI	154 Tokyo	6,000gal	Unlead	UST	13,300	2000
KCI	154 Tokyo	11,000gal	Diesel	UST	16,000	3000
KCI	194 Bogota	6,000gal	Unlead	UST	182,000	2000-3000
KCI	194 Bogota	11,000gal	Diesel	UST	56,700	3000
KCI	194 Bogota	5500gal	Diesel	AST	10,000	Generator
* KCI Airport Tarmac	Mobile Tanks	(4) 1500gal	#1/#2 Blend	AST		6000
* Requires 6000gal load every six (6) hours during snow events			Dyed Diesel			Split between tanks
Downtown Airport	300 Richard Rd	6,000gal	Unlead	UST	11,500	N/A
Downtown Airport	300 Richard Rd	6,000gal	Diesel	UST	6,200	N/A
				Total:	**295,700**	
				Unlead	206,800	
				Diesel	78,900	

KCMO POLICE DEPARTMENT LOCATIONS:

Site Name	Site Address	Tank Capacity	Product	UST/AST	Yearly Usage	Avg Gal/Load
Police Heliport	4601 Eastern	10,000gal	JET-A	AST	30,000	7,500
Police Heliport	4601 Eastern	100	Dyed Diesel	AST	N/A	Generator
Shoal Creek Patrol Division	6801 NE Pleasant Valley Rd	900	Dyed Diesel	AST	N/A	Generator
Police Academy	6885 NE Pleasant Valley Rd	900	Dyed Diesel	AST	N/A	Generator
Police Academy	6885 NE Pleasant Valley Rd	120	Dyed Diesel	AST	N/A	Generator
Metro Patrol Division (main)	7601 Prospect	900	Dyed Diesel	AST	N/A	Generator
Metro Patrol Division (out bldg)	7601 Prospect	900	Dyed Diesel	AST	N/A	Generator
South Patrol Division	9701 Marion Park Dr	900	Dyed Diesel	AST	N/A	Generator
Communications Bldg	1111 Locust St	(2) 500s	Dyed Diesel	AST	N/A	Generator

KCMO WATER DEPT GENERATOR LOCATIONS OR OTHER:

Site Name	Site Address	Tank Capacity	Product	UST/AST	Yearly Usage	Avg Gal/Load

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Pied Creek	6615 Eastside Drive	2500gal	Dyed Diesel	UST	N/A	Generator
Line Creek P.S.	2599 NW Tullison	2,000gal	Dyed Diesel	AST	N/A	Generator
Birmingham Farms	10801 NE 28th St	1000gal	Unlead	AST	N/A	Generator
Birmingham Farms	10801 NE 28th St	2,500gal	Diesel	AST	N/A	Generator
Water Treatment Plant	1 NW Briarcliff	5,000gal	Dyed Diesel	AST	N/A	Generator
Lee's Summit Pump Station	1399 SW Ward	1500gal	Dyed Diesel	AST	N/A	Generator
Turkey Creek Pump Station	2400 Allen Terrace	8,000gal	Dyed Diesel	AST	N/A	Generator

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EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of $5,000.00)

STATE OF Missouri)
) ss
COUNTY OF Clinton)

On this 13th day of June, 2025, before me appeared Scott B. Frazier, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the PRESIDENT/CEO (title) of FRAZIER-ENERGY, LLC. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services 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).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) 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, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

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Affiant's signature

Subscribed and sworn to before me this 13th day of June, 2025.

Notary Public

My Commission expires:
1-17-2029

JULIE K BURNS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Buchanan
My Commission Expires: Jan. 17, 2029
Commission #13436752

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CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION

PURCHASE ORDER

STANDARD TERMS AND CONDITIONS

1. Applicability.

   (a) These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and services ("**Services**") by the City of Kansas City, Missouri ("**City**" or "**Buyer**") from the Seller ("**Seller**" or **"Contractor**") identified in the purchase order ("**Purchase Order**"). Notwithstanding anything herein to the contrary, if a written contract is in existence between the parties covering the sale of the Goods and Services, the terms and conditions of the contract shall prevail to the extent they are inconsistent with these Terms.

   (b) The Purchase Order, together with the City's Solicitation for Goods and Services, Seller's Response to the City's Solicitation, any attachments and exhibits, specifications, scope of services, and these Purchase Order Standard Terms and Conditions (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement expressly limits City's acceptance to the terms of this Agreement and Seller's terms are specifically excluded and not part of the Agreement.

   (c) City does not have any obligation to Seller until City issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the Total PO Amount incurred in the Purchase Order.

   (d) Seller shall not provide Goods or Services in excess of the Purchase Price in the Purchase Order and Seller shall not be entitled to any payment in excess of the Total PO Amount stated in the Purchase Order.

   (e) City is not obligated to any minimum purchase or future purchase obligation under this Agreement.

2. Delivery of Goods and Performance of Services.

   (a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Agreement (the "**Delivery Date**"). If Seller fails to deliver the Goods in full on the

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Delivery Date, City may terminate this Agreement immediately by providing written notice to Seller and invoke any other legal or equitable remedy from Seller.

(b) Seller shall deliver all Goods to the "Ship To" address specified in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all Goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if Seller requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.

(c) Seller shall timely perform all Services in accordance with the Agreement.

(d) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. Quantity. If Seller delivers less than the quantity of Goods ordered, Buyer may reject all or accept the reduced quantity of Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. Delivery shall be made F.O.B. Destination, Freight Prepaid at Seller's expense in accordance with the Agreement. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Agreement.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.

6. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

7. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The City may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the Seller's expense all items that are not acceptable as equals, said items to be replaced by the Seller with satisfactory items at the original submitted price.

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8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all Goods or a sample of the Goods, and may reject all or any portion of the Goods if Buyer determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 18. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. The price of the Goods and Services is the PO Price stated in the Purchase Order (the "Price"). Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

10. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within 30 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this Agreement. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

11. Seller's Obligations Regarding All Services.

    (a) Permits and Licenses. Seller shall before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary permits, licenses, and consents and comply with all relevant laws applicable to the provision of the Services.

    (b) Qualifications to Perform Services. Seller shall insure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services.

    (c) Employee Eligibility Verification. If the total price of all Services or combined total price of all Services exceeds $5,000.00 in a Purchase Order, Seller shall execute and submit an affidavit, in a form prescribed by the City, affirming that Seller does not knowingly employ any person in connection with the contracted

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Services 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). Seller shall attach to the affidavit documentation sufficient to establish Seller's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986

(d) Payment Bond and Performance Bond.

1. If the Agreement exceeds $50,000.00 and the Services include the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the City, Seller shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates Performance Bond and a Payment Bond that meets all City requirements and Section 107.170, RSMo. Seller shall comply with all requirements of Section 107.170, RSMo even if Seller fails to notify the City.

2. If the Seller is required by Section 107.170, RSMo to provide a Payment Bond, Seller shall furnish a Performance Bond and Payment Bond, to City on City furnished forms, executed by a Surety, in the amount of the Purchase Order guaranteeing Seller's faithful performance of each and every term of this Agreement and all authorized changes thereto, including those terms under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of worker required to perform under this Agreement; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo.; and guaranteeing the services and work against faulty workmanship and faulty materials.

3. All Bonds required by the Agreement to be purchased and maintained by Seller shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, to issue Bonds for the limits and coverages so required. All Bond sureties shall hold an A.M. Best rating of A-, V, or better.

12. Warranties.

(a) Seller will provide Buyer with its most favorable warranty term that Seller gives to any of its customer ("Warranty Term"). Seller warrants to Buyer that for the Warranty Term that begins from the Delivery Date, all Goods will:

i. be free from any defects in workmanship, material and design;

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ii. conform to applicable specifications specified by Buyer;

iii. be fit for their intended purpose and operate as intended;

iv. be merchantable;

v. be free and clear of all liens, security interests or other encumbrances; and

vi. not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer.

(b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(c) The warranties set forth in this Section 12 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable Services.

13. General Indemnification.

(a) For purposes of this Section and Section **13**, the following terms shall have the meanings listed:

1. "Claims" means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. "Seller's Agents" means Seller's officers, employees, subcontractors, successors, assigns, invitees, and other agents.

3. "City" means City, its Agencies, its agents, officials, officers and employees.

(b) Seller's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits

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of insurance that Seller is required to procure and maintain under this Agreement. Seller affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Agreement in its contract price.

(c) Seller shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Seller or Seller's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Seller is not obligated under this Section to indemnify City for the sole negligence of City.

(d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

14. Indemnification for Professional Negligence. If this Contract is for professional services, Seller shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Seller, its employees, agents, subcontractors, or caused by others for whom Seller is liable, in the performance of professional services under this Contract. Seller is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless City against any and all Losses arising out of or in connection with any claim that City's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without City's prior written consent.

16. Insurance.

(a) Insurance Requirements for Goods. If the Agreement is solely for Goods and no Services, Seller shall provide insurance in accordance with the requirements of the Buyer's solicitation or Purchase Order.

(b) Insurance Requirements for Services or Goods and Services. Seller shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Seller must have:

1. Commercial General Liability Insurance Policy: with limits of $1,000,000 per occurrence and $2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

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a. Severability of Interests Coverage applying to Additional Insureds
b. Contractual Liability
c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,000,000
d. No Contractual Liability Limitation Endorsement
e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent

2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.

3. Commercial Automobile Liability Insurance Policy: with a limit of $1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Seller.

4. If this Contract is for professional services, Seller shall obtain Professional Liability Insurance with limits per claim and annual aggregate of $1,000,000.

5. Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Seller in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Seller's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Seller in this Agreement and shall include, but not be limited to,

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claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Seller. If not covered under the Seller's liability policy, such "property" coverage of the Agency may be endorsed onto the Seller's Cyber Liability Policy as covered property as follows:

b. If the Seller maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(c) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the City ten (10) days written notice of cancellation in the event that the cancellation is for Seller's nonpayment of premiums and thirty (30) days written notice of cancellation to City for all other reasons of cancellation.

(d) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Seller shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.

(e) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.

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(f) Regardless of any approval by City, Seller shall maintain the required insurance coverage in force at all times during the term of this Contract. Seller's failure to maintain the required insurance coverage will not relieve Seller of its contractual obligation to indemnify the City pursuant to this Section of this Contract. In the event Seller fails to maintain the required insurance coverage in effect, City may declare Seller in default.

(g) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

17. Termination for Convenience. City may, at any time upon ten (10) days written notice to Seller specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for Goods and Services provided by Seller before the effective date of termination.

18. Default and Remedies.

(a) If Seller shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Seller ten (10) days written notice and opportunity to cure such default or breach.

(b) If City shall be in default or breach of any provision of this Contract, Seller may terminate this Agreement or suspend Seller's performance after giving City ten (10) days written notice and opportunity to cure such default or breach.

19. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Assignment and Subcontracting. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

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21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

23. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions that would cause the application of the laws of any jurisdiction other than those of the State of Missouri. The City and Seller:

(a) submit to the jurisdiction of the state and federal courts located in Jackson, County, Missouri
(b) waive any and all objections to jurisdiction and venue; and
(c) will not raise forum non conveniens as an objection to the location of any litigation.

24. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Seller at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the Seller in writing and to the City at Chief Procurement Officer, City Hall, 1st Floor, 414 E. 12th. Street, Kansas City, Missouri 64106 with a copy to: City Attorney, 23rd Floor, 414 E. 12th. Street, Kansas City, Missouri 64106. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

25. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Indemnification, Warranty, Governing Law and Survival.

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27. Amendment and Modification. The Agreement may only be amended or modified in a writing stating specifically that it amends the Agreement and is signed by an authorized representative of each party.

28. Tax Compliance. If the City's payments to Seller exceed $160,000.00 for the period of May 1st through April 30th, Seller shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this Contract. Seller shall also submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the Contract.

29. Records

(a) For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

(b) Seller shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Seller shall provide access to City of all Records upon ten (10) days written notice from the City.

30. Buy American Preference and Missouri Preference Polices. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

31. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

32. Professional Services – Conflict of Interest Certification**.** If this Contract is for professional services other than for medical doctors or appraisers, Seller certifies

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that Seller is not an expert witness for any party in litigation against the City at the time of the issuance of this Agreement

33. Emergencies.

(a) "Disaster" means any large-scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in,or has the potential to result in a significant loss of life or property.

(b) During and after a disaster, Seller shall provide special services to the City including Seller shall open Seller's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

(c) Seller shall not charge City any fee for opening facilities during an emergency or for extending Seller's hours of operation during a disaster. City shall pay Seller the agreed upon contract prices for all purchases made by City during the disaster and Seller shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.

(d) Seller shall quickly mobilize Seller's internal and external resources to assist City when a disaster unfolds.

(e) Extended hours and personnel. During disasters, Seller's facilities shall stay open 24 hours if requested by the City. Seller shall utilize additional Seller's personnel to take City orders if necessary. Seller's Call Center shall accept phone orders 24 hours a day.

(f) Seller shall have contingency plans with Seller's suppliers to provide additional supplies and equipment quickly to City as needed.

(g) Seller shall cooperate with City to properly document any and all expenses incurred by City with Seller and Seller shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

34. Clauses Applicable to Term and Supply Agreements.

(a) "Term and Supply Agreement" means a formal contract made by the City with a supplier to purchase repetitive and estimated requirements of products or services from a supplier to be ordered and supplied as needed for a bid price over a period of time stated in the contract. The Agreement may be exclusive with one (1) Contractor or open to further competition.

(b) Approximate Quantities. The solicitation is based on estimated quantities and it is understood that the estimates are prepared by the City for the purpose of comparison of bids, and that the estimated quantities are not guaranteed but are approximate only, and the City reserves the right to

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increase or decrease the actual quantities the same, or to omit any one or more items, as the Chief Procurement Officer may deem desirable.

(c) No financial obligation shall accrue against the City until a purchase order is issued encumbering funds.

(d) Multiyear Term and Supply Agreements and options to extend term contracts are subject to Section 35, Annual Appropriation of Funds.

(e) Modifications to Term and Supply Agreements may be made by mutual written agreement.

35. Annual Appropriation of Funds.

(a) Multi-year Term and Supply Agreements and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under Term and Supply Agreements and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

(b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated Term and Supply contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Chief Procurement Officer is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled Termination for Default. The City has no monetary obligations in event of termination or reduction of a Term and Supply Contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

36. Non-discrimination in Employment. Seller shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of the City Code. Seller shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

37. Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Seller shall not base a hiring or promotional decision on an applicant's criminal history or sentence related

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thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Seller may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

38. Title VI of the Civil Rights Act of 1964

(a) Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

(b) Seller shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

39. Quality Services Assurance Act**.** If this Contract exceeds $160,000.00, Seller certifies Seller will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least $15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Seller an exemption pursuant to the Quality Services Assurance Act.

40. Anti-Discrimination Against Israel**.** If this Contract exceeds $100,000.00 and Seller employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Seller certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

41. Affirmative Action. If this Contract exceeds $300,000.00 and Seller employs fifty (50) or more people, Seller shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Seller warrants that it

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has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Seller shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. Seller shall:

a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Seller has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

b. Submit, in print or electronic format, a copy of Seller's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Seller does not possess a current certification of compliance, Seller shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

c. Require any Subcontractor awarded a subcontract exceeding $300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

d. Obtain from any Subcontractor awarded a subcontract exceeding $300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Seller shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Seller fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Seller may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

42. Compliance with Laws. Seller shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

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43. Prevailing Wage. If the Agreement exceeds $75,000.00 and any of the Services performed by Seller includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Seller shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Seller shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Seller fails to notify the City. If prevailing wage is applicable, Seller agrees to provide a Payment Bond and Performance Bond in accordance with Section 11(d).

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Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances

Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.
Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds $160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least $15.00 per hour in compliance with the City's Quality Services Assurance Act,

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Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Anti-Discrimination Against Israel. If this Contract exceeds $100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Affirmative Action. If this Contract exceeds $300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

(a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

(b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

(c) Require any Subcontractor awarded a subcontract exceeding $300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

(d) Obtain from any Subcontractor awarded a subcontract exceeding $300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

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electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Prevailing Wage. If the Agreement exceeds $75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify
the City.

INDEPENDENCE
MISSOURI

MEMORANDUM

DATE: June 16th, 2026

TO: Honorable Mayor & Members of the City Council

FROM: Andrew R. Frazier, Management Analyst

SUBJECT: Cooperative Contract with Frazier Oil & LP Co.

I have reviewed the contract information to ensure compliance with the contracting process per Section 1.43.007(D) of the City Code: The Management Analyst shall audit all proposed City contracts anticipated to cost in excess of $2,000,000.00 or scheduled to be in effect for more than 12 months and anticipated to cost in excess of $500,000.00 prior to the proposed contracts being submitted to the City Council.

Before you is an agenda item authorizing the City Manager to enter into a cooperative contract with Frazier Oil & LP Co. in an amount of $4,365,000.00 to meet the fuel and fuel oil needs of IPL and Municipal Services.

Each year, Independence purchases fuel through a cooperative agreement called a cooperative contract. Kansas City, Missouri (KCMO) managed the bidding process and administers the contract addendums. Independence assisted KCMO in developing the bid specifications. Independence and other nearby cities participated in sharing information and coordinating their needs so all could use the same contract. By buying together, the cities typically receive better (lower) prices.

City staff have provided all relevant information. After review, I found no provisions that would be harmful or unacceptable to the City.

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

Respectfully,

Andrew R. Frazier, MPA,

Management Analyst

C. Troy Anderson, City Manager
Mike Jackson, Director of Municipal Services
Joe Hegendeffer, Director of Independence Power & Light
Susanne Holland, City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
Council action is requested to expend $115,281.96 in purchase orders for fiscal year 2026-2027 to AVI-SPL for the continuation of licensing and vendor support for the utility customer service call center telephone system. **Approved**

Recommendations:
Council approval is recommended.

Background:
This purchase will continue licensing and vendor support for the Utilities Customer Service call center telephone system for one year. This system provides staff with contact center tools that are used to provide support to utility customers.

The contract utilized for this purchase is The Interlocal Purchasing System (TIPS) contract - TIPS 230901. Per section 8.06.004, Paragraph 4 of the City Code states that competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used will have been established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through the competitive bidding process.

Approval of this item 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 to the City is $126,810.16, including contingency. Funding for Five9 call center software is included in the FY26-27 Budget, account number 0954221-5225, Internal Service Fund-Voice and Data Systems.

Council Action:

Department / Contact Technology Services /

REVIEWERS

Jason Newkirk
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Five9 Quote
2. TIPS 230901 Contract

Proposal Prepared For:

City of Independence, MO

Jason Newkirk

AVI-SPL LLC

www.avispl.com

Prepared By: Nick Krueger
Nick.Krueger@avispl.com
913 398-8108

Proposal No: 508928-1

Terms and Conditions

This Proposal together with AVI-SPL's General Terms and Conditions and the applicable Addendum(a) located https://avispl.com/terms-of-use/ and incorporated herein by this reference (collectively the "Agreement") constitutes the entire agreement between AVI-SPL LLC ("Seller", "AVI-SPL", "we", "us", "our") and City of Independence, MO ("Buyer", "Customer", "Client", "you", "your") with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Any terms and conditions contained in Buyer's purchase order, or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

Billing Terms

Payment terms are Net 30 days from the date of invoice unless otherwise specified in the Proposal.
Any support and maintenance services and remote managed services non-recurring charges outlined within this Proposal will be invoiced in full upon the earlier of customer's issuance of a purchase order and customer's signature below. Any on-site managed services and remote managed services monthly recurring charges outlined in the Proposal will be invoiced monthly. All fees and payments outlined in this proposal are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: https://avispl.com/terms-of-use/

☐ **Coverage in the amount of** **$115,281.96**

Purchase orders should be addressed to AVI-SPL LLC *** any and all applicable taxes will be included upon invoicing**

Buyer Acceptance

Buyer Legal Entity: _____

Buyer Authorized Signature: _____

Buyer Authorized Signatory Name: _____

Buyer Authorized Signatory Title: _____

Date: _____

AVI-SPL
6301 Benjamin Road, Suite 101
Tampa, FL 33634
Tel. 866.708.5034
www.avispl.com

Proposal #: 508928-1
Proposal Valid Until: 09/06/26

Line #	System/Room Name	Location	Qty.	Part No.	Start Date - End Date	Unit Price	Extended Price
1	**Five9 Services**						
2	Five9 Core - Voice Contact Center	111 E Maple Ave, Independence, MO 64050	30	FIV1000001	7/30/2026 - 7/29/2027	$103.67	$37,321.20
3	VCC Supervisor	111 E Maple Ave, Independence, MO 64050	3	FIV1000056	7/30/2026 - 7/29/2027	$92.03	$3,313.08
4	VCC Administrator	111 E Maple Ave, Independence, MO 64050	1	FIV1000055	7/30/2026 - 7/29/2027	$98.81	$1,185.72
5	VCC Recording Storage - 60 Months	111 E Maple Ave, Independence, MO 64050	30	FIV5000475	7/30/2026 - 7/29/2027	$20.12	$7,243.20
6	VCC Call Log Storage - 60 Months	111 E Maple Ave, Independence, MO 64050	30	FIV5000476	7/30/2026 - 7/29/2027	$8.67	$3,121.20
7	Secure RTP (SRTP)	111 E Maple Ave, Independence, MO 64050	1	FIV8001010	7/30/2026 - 7/29/2027	$408.59	$4,903.08
8	Five9 UC Adapater - MS Teams	111 E Maple Ave, Independence, MO 64050	30	FIV3600058	7/30/2026 - 7/29/2027	$9.77	$3,517.20
9	Connector - Web Based CRM	111 E Maple Ave, Independence, MO 64050	30	FIV5000204	7/30/2026 - 7/29/2027	$3.58	$1,288.80
10	SIP Inbound Flat Rate	111 E Maple Ave, Independence, MO 64050	1	FIV4000120	7/30/2026 - 7/29/2027	$421.88	$5,062.56
11	SIP Outbound (Five9 Backup)	111 E Maple Ave, Independence, MO 64050	1	FIV4000131	7/30/2026 - 7/29/2027	$480.31	$5,763.72
12	Five9 Chat Agent	111 E Maple Ave, Independence, MO 64050	30	FIV1000051	7/30/2026 - 7/29/2027	$6.39	$2,300.40
13	Five9 Email Agent	111 E Maple Ave, Independence, MO 64050	30	FIV1000053	7/30/2026 - 7/29/2027	$6.39	$2,300.40
14	Technical Account Management	111 E Maple Ave, Independence, MO 64050	10	FIV3500024	7/30/2026 - 7/29/2027	$307.76	$36,931.20
15	**Five9 Services**						
16	US DID	111 E Maple Ave, Independence, MO 64050	1	FIV2000075	7/30/2026 - 7/29/2027	$1.93	$23.16
17	**Five9 Services**						
18	MS Teams Telephony Connect	111 E Maple Ave, Independence, MO 64050	1	Fiv3000297	7/30/2026 - 7/29/2027	$83.92	$1,007.04

One-Time / Year 1 Total: $115,281.96

KS TIPS - 230901 contract pricing applied

Grand Total: $115,281.96

Special Billing Terms (if applicable):

None

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL.
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TIPS VENDOR AGREEMENT

TIPS RFP 230901 Audio Visual Equipment, Supplies, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

AVI-SPL LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM TIPS RFP

230901 Audio Visual Equipment, Supplies, and Services

Vendor Name: AVI-SPL LLC

Vendor Address: 6301 Benjamin Road, Suite 101

City: Tampa State: FL Zip Code: 33634

Vendor Authorized Signatory Name: Steve Benjamin

Vendor Authorized Signatory Title: Executive Vice President

Vendor Authorized Signatory Phone: (813) 884-7168

Vendor Authorized Signatory Email: steve.benjamin@avispl.com

Vendor Authorized Signature: Steve Benjamin Digitally signed by Steve Benjamin Date: 2023.10.19 12:33:31 -04'00' Date: 10/20/2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 12/4/2023

230901
AVI SPL
Supplier Response

Event Information

Number: 230901
Title: Audio Visual Equipment, Supplies, and Services
Type: Request for Proposal
Issue Date: 9/7/2023
Deadline: 10/20/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200904 AUDIO VISUAL EQUIPMENT, SUPPLIES, AND SERVICES ("200904") OR 220704 AUDIO VISUAL EQUIPMENT, SUPPLIES, AND SERVICES ("220704")YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR AUDIO-VISUAL OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200904 AND/OR 220704

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IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200904 OR 220704 WHICH COVERS ALL OF YOUR AUDIO-VISUAL OFFERINGS AND YOU ARE SATISFIED WITH IT,

THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

AVI SPL Information

Contact:	Cindy Turner
Address:	6301 Benjamin Road Suite 101 Tampa, FL 33634
Phone:	(813) 884-7168
Fax:	(813) 882-9508
Toll Free:	(800) 282-6733
Email:	Bids@avispl.com
Web Address:	www.avispl.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Cindy Turner
Signature

bids@avispl.com
Email

Submitted at 10/20/2023 09:17:15 AM (CT)

Requested Attachments

Vendor Agreement

230901 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

230901 Vendor Agreement Signature Form_Executed.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

230901 Pricing Form 1 AVI-SPL.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

230901 Pricing Form 2 AVI-SPL.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Reference Form

230901 Reference Form AVI-SPL.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230901 Required Confidentiality Claim Form_Executed.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Current Form W-9

2023 W9 AVI-SPL LLC.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Conflict of Interest Questionnaire - Form CIQ

Conflict of Interest Questionnaire - Form CIQ_Executed.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

TIPS Renewal Response.docx

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

N/A

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Audio visual, communications, installation, integration, video collaboration, design, and service support.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Cindy Turner

7 Primary Contact Title

Primary Contact Title

Public Sector Contracts Manager

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

cindy.turner@avispl.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8139408573

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Kevin Schornhorst

13 **Secondary Contact Title**

Secondary Contact Title

Dir, SLED Business Development

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

Kevin.Schornhorst@avispl.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7706305843

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Cindy Turner

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

cindy.turner@avispl.com

20 Administration Fee Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8139408573

21 Purchase Order and Sales Contact Name

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Cindy Turner

22 Purchase Order and Sales Contact Email

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

bids@avispl.com

23 Purchase Order and Sales Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8138847168

24 Company Website

Company Website (Format - www.company.com)

www.avispl.com

25 Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

N/A

26 Primary Address

Primary Address

6301 Benjamin Road, Suite 101

27 Primary Address City

Primary Address City

Tampa

28 Primary Address State

Primary Address State (2 Digit Abbreviation)

Florida

29 Primary Address Zip

Primary Address Zip

33634

30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

audio visual equipment, supplies, services, interactive displays, Educational & HyFlex technology, free standing lecterns, collaboration, conference room equipment, projectors, and supplies, speakers, carts

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Tampa

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

Florida

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

43

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

5%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39	**"Catalog Pricing" and Pricing Requirements** **<u>This is a requirement of the TIPS Contract and is non-negotiable.</u>** In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that: A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. YES
40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes, Vendor agrees

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;
45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.
If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).
Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify

49 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree

50

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

51

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

52

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

54 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

55 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

56 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Yes

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

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.

Does Vendor certify?

Yes, Vendor certifies

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

72 **Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

73 **Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.
If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

74 **2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

76

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

77

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

80

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

85

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

86

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

87

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes, Vendor certifies
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes, Vendor certifies
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes, Vendor certifies
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. YES

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (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. (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. Does Vendor certify? Yes, Vendor certifies
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230901 Audio Visual Equipment, Supplies, and Services	AVI-SPL LLC

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Georgia State University	Patrick Dortch	pdortch@gsu.edu	404-413-4309
University of Nebraska	Matt Bolton	mbolton@nebraska.edu	402-438-3230
Northern Alberta Institute of Technology	Jason Tyler	jtyler@nait.ca	(780) 982-5802
Western Governors University	Caden Steele	caden.steele@wgu.edu	801-946-7781

TIPS CONTRACT 230901

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: AVI-SPL LLC

Vendor Authorized Signatory Name: Steve Benjamin

Vendor Authorized Signatory Title: Executive Vice President

Vendor Authorized Signatory Email: steve.benjamin@avispl.com

Vendor Address: 6301 Benjamin Road, Suite 101

City: Tampa State: FL Zip Code: 33634

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Steve Benjamin Digitally signed by Steve Benjamin Date: 2023.10.13 12:01:28 -04'00'

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
Council action is requested to expend $178,215.46 in purchase orders for fiscal year 2026-2027 to Azteca Systems, LLC, for Cityworks software licensing. **Approved**

Recommendations:
Council approval is recommended.

Background:
Cityworks is the documentation and tracking platform for departmental operations. Leveraging a GIS foundation, it provides City staff operational insights and capital planning. Cityworks is the primary work management applications for multiple City departments.

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 to the City is $196,037, including contingency. Funding for Cityworks Licensing is included in the FY26/27 budget, account number 0954220-5225, Internal Service Fund-Technology Services, page 151.

Council Action:

Department / Contact Technology Services /

REVIEWERS
Jason Newkirk
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Cityworks Quote

Cityworks
A TRIMBLE COMPANY

Azteca Systems, LLC - Cityworks
5475 Kellenburger Road
Dayton, OH 45424

Quote Number Q-43952-1
Created Date 5/12/2026

Contact Information

Contact Name:	Jason Newkirk	Prepared By Name:	Kristi Ross
Customer:	Independence (MO), City of	Prepared By Phone:	(916) 294-2234
Contact Address:	111 E. Maple Avenue Inedependence, MO 64050	Prepared By Email:	kristi_ross@trimble.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Premium	1.00	USD 132,906.45
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Operational Insights	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
Performance Budgeting	1.00	USD 0.00
OpX Contracts	1.00	USD 0.00
OpX Projects	1.00	USD 0.00
Service Request API	1.00	USD 0.00
Citizen Engagement API	1.00	USD 0.00
Work Order API - Basic	1.00	USD 0.00
Work Order API - Extended	1.00	USD 0.00
Inspection API	1.00	USD 0.00
Metrics API	1.00	USD 0.00
Storeroom API	1.00	USD 0.00
PLL ELA Custom	1.00	USD 45,309.01

Product Name	Quantity	Net Unit Price
Mobile Native Apps (iOS/Android) - PLL	1.00	USD 0.00
eURL - PLL	1.00	USD 0.00
Public Access - PLL	1.00	USD 0.00
Cityworks Analytics - PLL	1.00	USD 0.00
	TOTAL:	USD 178,215.46

Notes

Year 1 Dollar Value	USD 178,215.46	Year 1 Date Range	8/1/2026 - 7/31/2027

Maintenance Start Date: 8/1/2026 **Maintenance End Date:** 7/31/2027

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

DISCLAIMER. PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETTING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

Terms and Conditions

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For “on-prem” installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure
(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a “public access” or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed “Cityworks Software License and Maintenance Agreement” ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

_____
Accepted by:

_____
Title

_____/_____/_____
Date

Azteca Systems, LLC - Cityworks | 5475 Kellenburger Road, Dayton, OH 45424

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Advanced Utility Systems in the amount of $274,093.91 for the annual maintenance and support of the City's utility customer information and billing system. **Approved**

Recommendations:

Council approval is recommended.

Background:

This purchase order is being issued for the annual software maintenance and support of the CIS Infinity System. CIS Infinity is the utility billing and customer service system that is used by all three City-owned utilities. 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 to the City totals $301,503.30, including contingency. Funding for the annual maintenance agreement is included in the FY26/27 adopted budget, account number 0954220-5225, Internal Service Fund-Technology Services.

Council Action:

Department / Contact Technology Services /

REVIEWERS

Jason Newkirk
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. AUS Quote

Invoice No.	**ADVMN0001061**
Date	**04/30/2026**
Due Date	**08/01/2026**
Customer No.	**IND02A**
Page	**1 of 1**

ADVANCED UTILITY SYSTEMS
A Division of N. Harris Computer Corporation

Bill To

City of Independence
Jason Newkirk
111 E. Maple
Independence, MO 64050
USA

Ship To

City of Independence
111 E. Maple
Independence, MO 64050
USA

Contract/Project Number	Purchase Order	Payment Terms	Currency
		MN AUG	USD $

Item Number	Description	Quantity	Unit Price	Amount
AUS - CIS INFINITY	CIS Infinity Support: 8/1/2026 to 7/31/2027	1.00	105,841.07	105,841.07
AUS - MOBILE	Infinity.Mobile Support: 8/1/2026 to 7/31/2027	1.00	13,026.60	13,026.60
AUS - AMS	Advanced Managed Services: 8/1/2026 to 7/31/2027	1.00	103,259.58	103,259.58
AUS - API	REST API Support: 8/1/2026 to 7/31/2027	1.00	7,817.46	7,817.46
AUS - MN	LMS (maximum of 10 users) and HCTC Registration Fee (1 attendee)	1.00	5,299.20	5,299.20
AUS - SAAS	SmartVX: 8/1/2026 to 7/31/2027	1.00	38,850.00	38,850.00

Remit To: N. Harris Computer Corporation
62133 Collections Center Drive
Chicago, IL 60693-0621

Subtotal	274,093.91
Misc	0.00
Taxes	0.00
Total	274,093.91

Tax Exempt? Please send your exemption certificate to the email below.

Invoice Questions? Please call Anisha Mediratta at +1 343-224-1601 or at our toll-free number +1 (888)847-7747 Ext. 501130. You can also reach us by email at AMediratta@harriscomputer.com

Thank you for your business!

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize a twelve-month contract between the City of Independence and the Kansas City Area Transportation Authority (KCATA) for the provision of transit services for the period of July 1, 2026 through June 30, 2027, and authorize the City Manager to execute the agreement. **Approved**

Recommendations:

Council approval is recommended.

Background:

The City contracts annually with KCATA to provide and administer public transportation services for Independence residents. The agreement allows the City to continue providing fixed-route transit, microtransit, ADA-required paratransit services, and other mobility options while leveraging available federal transportation funding.

The contract establishes estimated service costs and local funding obligations based on projected service levels and ridership assumptions for the upcoming fiscal year.

The contract will continue with the same transit services through June 30, 2027, at the current service level. The City's funding for this year's contract will come from several sources, including Federal Transit Administration (FTA) funds, passenger fare revenue, Missouri State Transit Assistance grant, Centerpoint TIF transit assistance and the general fund.

Compared to the previous contract year, the City's local share of fixed-route transit service has increased significantly due to a reduction in available FTA funding. The estimated local share for fixed-route service is $677,478, compared to approximately $400,000 in the prior year. Reductions in available federal funding have also increased the City's cost responsibility for ADA inter-jurisdictional paratransit services.

The contract amounts contained within the agreement are estimates based on projected service levels, anticipated operating costs, and available federal funding. Passenger revenue assumptions are not reflected in the contract estimates for microtransit, paratransit, or other transit services. Additionally, KCATA has not adjusted ridership projections to account for potential behavioral changes associated with the transit fares that were implemented on June 1, 2026. Because several services are billed based on actual usage, trip volumes, fuel costs, and other operational factors, final expenditures may vary from the estimated contract amounts. Actual costs will ultimately depend on ridership demand and service utilization throughout the contract term.

Emergency Justification:

Fiscal Impact:

The potential fiscal impact to the City is $2,159,767. Funding in the amount of $1,806,500 was included for transportation services in the Fiscal Year 2026-2027 budget, Transportation section of the Community Development budget, page 106 of the Proposed 2026-27 Budget. Community Development and Finance Department staff will monitor expenditures throughout the year and seek supplemental appropriation if expenditures are expected to exceed budget. This approval would also authorize future minor change orders up to $215,976.00 in the event paratransit ridership is higher than projected.

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Independence KCATA 2026-2027 12 month contract

Kansas City Area Transportation Authority and the City of Independence, Missouri
A contract for Fixed Route, Paratransit (Inter-jurisdictional and Intra-jurisdictional) and Transit Management Services

THIS CONTRACT entered into this ____ day of _____, 2026 between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas and **THE CITY OF INDEPENDENCE, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socio-economic well-being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, manage and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests, and welfare of its citizens; and

WHEREAS KCATA directly operates inter-jurisdictional fixed-route transit services on Route 24, Independence Ave and portions of the route operate within the Community and the Community is desirous of having the KCATA continue to provide this service on Routes 24 within the City of Independence; and.

WHEREAS KCATA provides paratransit services via contract providers; and

WHEREAS, the Community desires for KCATA to provide inter-jurisdictional and intra-jurisdictional paratransit services; and,

WHEREAS, the Community desires for KCATA to provide transit management services that include managing WHC Worldwide's micro transit service within the Community;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Services To be Provided By KCATA

KCATA will provide the following services to the Community:

A. Fixed-Route Inter-jurisdictional Transit Service

1. The Community requests inter-jurisdictional fixed route public transportation services (hereinafter referred to as "Fixed Route Service"), as set forth in Attachment "B," be operated by the KCATA for the period July 1, 2026, through June 30, 2027 ("Initial Term"), unless sooner terminated per the provisions of this contract.

2. The level of service as generally set forth in Attachment "A" shall not be changed or modified without the consent of the Community.

3. The KCATA and the Community estimate the Community's total payment for the Fixed Route Service directly provided by KCATA (hereinafter referred to as "Local Share") to be **$677,478.00** for the term. This estimate is based on the following components of cost and revenue to be applied to the Fixed Route Services:

Estimated Fixed Route Service Cost	$ 748,956.00
Estimated Total Deficit	748,956.00
Indep. Designated Federal Funds	(82,385.00)
Local Operating Contribution – Fixed Route	666,571.00
Local Capital Contribution	10,907.00
Local Share	**$ 677,478.00**

5. The Community's estimated passenger revenue for Fixed Route Service is $0 for the Initial Term. If the estimated passenger revenue is less than the estimation of $0, the Community shall be responsible to provide additional local contributions to cover any difference. It is the understanding of the parties that, with the exception of passenger revenue falling below $0 the maximum obligation of the Community for these inter-jurisdictional fixed route transit services under this contract shall be the sum of **$677,478.00**.

6. The method of payment of the Local Share provided for in Paragraph A4 is as follows:

a. The Community's monthly Local Share will be one-twelfth of the estimated Community portion of the total deficit amount.

b. The KCATA will invoice the Community for 100% of Community monthly estimated Local Share by the l5th of the month preceding the month service will be provided. The Community is required to remit 100% of the monthly Local Share by the first of the month service will be provided.

c. By the 20th of the month following the month in which service was provided, the KCATA will provide the Community with reports showing service capital and

operating costs and revenue for Fixed Route Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail the Local Share and Federal, and State Share amount used to cover the month's service deficit. Any balance of Local Share required by the reconciliation will be invoiced at this time, to be paid within twenty calendar days.

d. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "C" will not be prepared until the completion of the KCATA's annual audit.

e. The KCATA will provide the Community with a final reconciliation of fixed-route service and any outstanding amount due at the end of the Initial Term. The Community shall pay the amount due within twenty days of receipt of the final invoice.

7. When the estimated total deficit of $748,956 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this contract to provide additional Local Share or to adjust the level of service so that the cost of Fixed Route Service will not exceed the contractual Local Share.

8. If for any reason, the KCATA is unable to obtain the federal or state assistance, as provided for in Paragraph A4 of this Contract, the Community will be immediately notified, and this contract will be amended to provide additional Local Share or to adjust the level of service. If a satisfactory amendment providing additional funding is not agreed to by both parties within 30 days of the KCATA's notification to the Community of the loss of federal or state funding, KCATA's obligation to furnish Fixed Route Service will terminate.

B. IRIS Micro Transit Services

1. The Community requests IRIS transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B," be operated by the KCATA for the period July 1, 2026, through June 30, 2027.

2. The level of service, as generally set forth in Attachment "B," shall not be reduced and changed or modified without the consent of the Community or cost will be adjusted. If the Community seeks an increase in IRIS transportation services then the parties will negotiate a new rate and increased contract amounts based on market rates.

3. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **$548,130.**

IRIS Service	$ 840,000
CMAQ MicroTransit Funds	(291,870)
Total Local Share	$ 548,130

4. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract for Contract Service shall be the sum of **$548,130.**

5. The method of payment of the Local Share provided for in Paragraph "3" is as follows:

   a. KCATA shall invoice the Community by the 30th day of the month following the month in which service was provided. The Community shall reimburse KCATA no later than 30 days after receipt of the invoice.

C. ADA Inter-Jurisdictional Paratransit Services

1. The Community contracts with KCATA to take ADA inter-jurisdictional trip reservations and to provide ADA complementary paratransit services for inter-jurisdictional trips federally required as a result of fixed-route service operated by KCATA.

2. The reservation telephone line for trips for inter-jurisdictional paratransit service is 816-842-9070.

3. Cost for the operation of ADA inter-jurisdictional paratransit service provided by KCATA is based on cost per trip at the cost of $60.34 during the contract period.

4. KCATA shall invoice the Community by the 30th day of the month following the month in which service was provided. The Community shall reimburse KCATA no later than 30 days after receipt of the invoice.

5. The Community and KCATA agree that in the event the Community fails to remit funds when due to KCATA, the Community shall have breached the agreement, and a notice of Breach of Contract may be issued by the KCATA per this agreement.

6. Invoices shall be based on billable passenger trips, which will be 50% of actual inter-jurisdictional passenger trips provided that have either the pickup or drop off in the City of Independence. Billable passenger trips will be multiplied by the sum of the cost per trip, as stated in paragraph C3.a above.

   The total cost for ADA Inter-jurisdictional Paratransit Service shall not exceed $259,200. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be $**155,520**. This estimate is based on the following components of cost and review to be applied to the contract:

ADA Inter-jurisdictional Paratransit Service Cost	
Estimated Net Service Cost	259,200
Source of Funds	
Indep. Designated Federal Funds	($25,920)
Local Share - ADA Inter-jurisdictional	**$ 233,280**

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7. When the total estimated service cost of $259,200 for ADA inter-jurisdictional services stated in paragraph C6 is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services.

8. If for any reason, the KCATA is unable to obtain the federal or state assistance, as provided for in paragraph C6 of this Contract, the Community will be immediately notified, and this contract will be amended to provide additional Local Share. If a satisfactory amendment is not agreed to within thirty (30) days of KCATA's notice of the need for additional Local Share, KCATA's obligation to furnish ADA Inter-Jurisdictional Paratransit Services pursuant to this contract shall terminate.

D. Intra-Jurisdictional Paratransit Services

1. The Community contracts with KCATA to provide intra-jurisdictional paratransit services – both Intra-jurisdictional ADA complementary paratransit and Intra-jurisdictional Non-ADA paratransit services.

2. These services will be branded as Ride KC Freedom, and vehicles will be marked as such, and the service marketed as such.

3. The reservation telephone line for trips for intra-jurisdictional paratransit service is 816-842-9070.

4. The ADA complementary paratransit services will be operated in compliance with FTA and ADA complementary paratransit requirements. The non-ADA paratransit service will be operated per the requirements of the City of Independence.

5. Cost for the operation of intra-jurisdictional paratransit service provided by KCATA is based on two components:

- Cost per revenue hour rate, exclusive of fuel, at the cost of $85.54 during the contract period.

- Fuel Cost per trip will be invoiced based on a per-trip basis and will change monthly, based on the actual price of fuel and the amount of fuel used. For Contract cost estimation purposes only, fuel is estimated at $2.25 per trip. For invoicing purposes, the fuel cost will be adjusted monthly based on the actual average cost of fuel/trip paid by KCATA for paratransit services during the month of service.

6. KCATA shall invoice the Community by the 30th day of the month following the month in which service was provided. The Community shall reimburse KCATA no later than 30 days after receipt of the invoice.

7. Invoices shall be based on billable passenger trips. Billable passenger trips will be multiplied by the sum of the cost per trip, as stated in paragraph D.7 above. ADA certifications will be billed based on the actual number of certification requests reviewed each month. For the Fixed Costs, one-twelfth of the stated cost will be billed each month.

A. **ADA Complementary Service within the Community (Intra-jurisdictional ADA).** The total cost (direct, fuel, fixed, and certification) for intra-jurisdictional ADA complementary services shall not exceed $142,800 during the contract period. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **$146,070**. This estimate is based on the following components of cost and review to be applied to the contract:

ADA Intra-jurisdictional Paratransit Service Cost	
Estimated ATA Intra-jurisdictional Service Cost	$ 142,800
Certifications	19,500
Estimated Net Operating Cost	162,300
Source of Funds	
Indep. Designated Federal Funds	(16,230)
Local Share	**$ 146,070**

When the total estimated service cost of $162,300 for ADA intra-jurisdictional services is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services within 30 days.

B. **Non-ADA Paratransit Service within the Community (Intra-jurisdictional Non-ADA paratransit**). The total cost for intra-jurisdictional Non-ADA services shall not exceed $887,137during the contract period. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **$443,569**. This estimate is based on the following components of cost and review to be applied to the contract:

Non-ADA Intra-jurisdictional Paratransit Service Cost	
Estimated Intra-jurisdictional Non-ADA Paratransit Service Cost	$887,137
Estimated Net Operating Cost	$887,137

Source of Funds	
5310 Funds	($443,568)
Local Share	**$**443,569

When the total estimated service cost of $887,137 for Intra-jurisdictional Non-ADA services is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services

E. **Non-ADA On-Demand Paratransit Service (RideKC Freedom On-Demand**).

a. For the same Contract Period, the Community agrees to employ KCATA to provide non-ADA on-demand paratransit service. On-demand paratransit service will be provided by the KCATA under its RideKC Freedom On-Demand program

b. The total cost for **non-ADA on-demand paratransit service** shall not exceed $48,240 during the contract period. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **$48,240**. This estimate is based on the following components of cost and review to be applied to the contract:

Non-ADA On-Demand Paratransit (Freedom On-Demand) Service Cost	
Estimated Non-ADA Paratransit Service Cost	$48,240

Source of Funds	
Local Share	**$48,240**

When the total estimated service cost of $29,040 for Non-ADA on-demand services is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services

F. Transit Management Services

1. KCATA will manage WHC Worldwide's intra-jurisdictional on-demand micro transit and related services within the Community for the Initial Term.

2. KCATA will access federal grant funds for the ADA Complementary paratransit services identified in this contract.

3. KCATA will monitor WHC Worldwide's compliance with the requirements of the contract, and that service is provided in compliance with the Community's contract. The contract will remain between the Community and WHC, and this Contract with KCATA will not alter this arrangement. KCATA will be responsible for notifying the Community of any contract violations, contract issues, or the need for new procurements or renewals. The Community will cooperate with the KCATA on an as-needed basis to enforce the contract with WHC Worldwide.

4. KCATA will provide customer service functions. KCATA will coordinate with WHC Worldwide to record, investigate, and respond to customer complaints and inquiries from the public and the Community about Intra-jurisdictional transit on-demand micro transit and related services.

5. The Community will take the following actions regarding the service management portions of this contract:

   a. Designate a transit liaison that will serve as the initial point of Community contact for KCATA regarding the transit management services.

   b. Respond to issues raised by KCATA within 24-hours and provide necessary guidance as requested by KCATA regarding Community transit services and transit management

   c. Remit payment to the KCATA for services rendered under this contract within twenty (20) days of receipt of invoices submitted

6. **KCATA COMPENSATION**. KCATA will provide the transit management services of this section for $63,000 - during the agreement term.

G. Summary of Community Share of Costs

1.	Inter-jurisdictional Fixed Route Services	$ 677,478
2.	Intra-Jurisdictional Micro transit Service	548,130
2.	Inter-jurisdictional ADA Paratransit	233,280
3.	Intra-jurisdictional ADA Paratransit	146,070
4.	Intra-jurisdictional Non-ADA Paratransit	443,569
5	Non-ADA On-Demand Paratransit Service Cost	48,240
6.	Transit Management Services	63,000
Total Community Share of Costs		**$ 2,159,767.**

Section 2. General Provisions of this Contract

A. Either party may terminate this contract without cause by giving a sixty (60) day written notice to the other party, specifying such cancellation, and the effective date of the cancellations will be the first Sunday of the calendar quarter following the quarter of notification.

B. The Community recognizes that the KCATA, as the regional transit authority and principal public transportation operator in the region, is obligated to conform to various regulations and requirements of the Federal Transit Administration -to maintain its eligibility for financial assistance. In this regard, the Community agrees to cooperate with the KCATA in the meeting said regulations and requirements and will not require the KCATA to violate said regulations and requirements.

C. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS.

As a condition of receiving FTA Section 5307 funds , the KCATA and Community must comply with 49 U.S.C. § 5307. The Community will provide any information or certification the KCATA deems necessary to comply with any FTA request, state or federal law, rule or regulation, including but not limited to 49 CFR § 673.11(d), 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13. The Community shall provide a copy and certify that it has drafted a public transportation agency safety plan, and that safety plan that has been approved by the provider's Accountable Executive and Board of Directors or Equivalent Authority (as those terms are defined at 49 CFR § 673.5).

The Community shall timely allow the KCATA to monitor its activities to ensure compliance with Federal statutes, regulations, and the terms and conditions of this Contract. The Community will:

(1) Allow the KCATA to timely review financial and performance reports;
(2) Take timely and appropriate action to close findings pertaining to this Contract detected through audits, on-site reviews, etc. Provide the status of actions planned or taken to address Single Audit findings related to this Contract.

(3) Participate in (monthly) meetings for hazard mitigation updates and review.

(4) Send to the KCATA regular documentation validating timely mitigations and general performance regarding ASP compliance detected through audits, on-site reviews, and written confirmation from the Community, highlighting the status of actions planned or taken to address Single Audit findings related to this Contract.
(5) Allow the KCATA to perform scheduled and unscheduled site visits.
(6) Allow the KCATA to participate and approve actions addressing applicable audit findings pertaining only to this Contract.
(7) Timely send to the KCATA any other related or information, inspection, or audits its deems appropriate, including but not limited to safety and financial information it deems necessary to comply with auditing and safety measures.

D. The Community at its expense shall have the right to cause an audit to be made of the books and records of the KCATA relative to this contract, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.

E. The Community and KCATA hereby agree that if the Community determines it cannot appropriate funds needed to make payments, the Community shall provide sixty (60) days written notice from the date of determination to terminate this Contract.

F. The KCATA will provide the Community a fixed route ridership report for January through June. The report will include a summary of ridership activity with comparison to the same time period of the previous year. The report will be provided to the Community no later than forty-five (45) days after the end of the Initial Term.

G. The Community and KCATA hereby agree that in the event the Community fails to remit funds due to KCATA, the Community shall be in breach of this contract. Notice of Breach of Contract will be issued per paragraphs below.

H. In the event the Community fails, refuses or neglects to comply with the terms of this contract, the Community shall be in breach of this contract, and the KCATA shall be entitled to legal recourse against the Community, including the recovery of its costs and other damages and reasonable attorney fees, regardless if suit is commenced.

I. In the event of a breach of the contract by the Community, the KCATA shall notify the Community of said breach under this contract, and the Community shall have thirty (30) days in which to cure the breach. In such a case, the written Notice of Breach of Contract will state the time period in which a cure is permitted and other appropriate conditions. If the Community fails to remedy to the KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within the 30 days, the KCATA shall have the right to terminate the contract without any further obligation to the Community. The KCATA shall also have all other remedies at law and in equity.

J. The duties and obligations imposed by this contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this contract, nor shall any such action or

failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

K. All notices and communications on all matters regarding this contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Chuck Ferguson , COO/Interim CEO
Kansas City Area Transportation Authority
1200 E. 18th St.
Kansas City, Missouri 64108

With copies to Chuck Ferguson and Richard Jarrold at the same above address

If to Community: Troy Anderson, City Manager
City of Independence, Missouri
P.O. Box 1019
111 East Maple
Independence, Missouri 64051-0519

With a copy to Tom Scannell, Community Development Director at the same above address

L. The parties are entering into this contract with an expectation that KCATA shall manage these services for the foreseeable future. As stated above, the term shall commence on July 1, 2025, and shall expire on June 30, 2026; provided; however, this contract shall automatically renew for successive 1-year terms, beginning July 1, 2025, unless either the Community or the KCATA provides written notice of termination on or before sixty (60) days prior to the end of the Initial Term.

M. Missouri law shall apply to the interpretation and enforcement of this contract.

N. The parties agree to obtain and keep in force during the term of this contract the policies of insurance with the coverage set forth in Attachment B.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By:_____
Bridgette Williams
Board of Commissioners Chair

ATTEST:

By:_____
Witness

CITY OF INDEPENDENCE, MISSOURI

By:_____
Troy Anderson
City Manager

ATTEST:

By:_____
Susanne Holland
City Clerk

ATTACHMENT A –

CITY OF INDEPENDENCE, MISSOURI CONTRACT SERVICES

(Effective July 1, 2026, through June 30, 2027)

Service to Independence will be provided by one route –the 24 Independence Avenue Route via Winner Road.

For the purposes of this contract, rush hour shall be defined generally as that period of the morning and evening when demand for transportation is at its peak from persons commuting to and from their places of business. These times are generally between 6:00 a.m. and 8:30 a.m. during the morning rush hour and between 4:00 p.m. and 6:30 p.m. in the evening.

The one inter-community route will operate as described below:

#24 INDEPENDENCE ROUTE – MONDAY THROUGH SATURDAY

The route will operate between downtown Kansas City, Missouri, and the Independence Metro Center via Independence Avenue/U.S. 24 Highway, Winner Road, Spring Street, White Oak Avenue, Noland Road, and Truman Road. In addition to the Independence Metro Center, this route would provide service to Van Horn High School, the Englewood Shopping District, and the RLDS Auditorium. On weekdays there will be 15 one-way trips each way on this line, providing service approximately every sixty minutes from 4:19 a.m. to 7:43 p.m. Saturday service provides 14 one-way trips each way approximately every sixty-minutes from 5:40 a.m. to 7:02 p.m.

MICRO TRANSIT SERVICE

IRIS provides a daily demand response service from 6 AM to 6 PM within the boundaries of the City of Independence. Trips within the boundaries of the City of Independence will have a fare of $5.

ATTACHMENT B

The Community and KCATA shall carry and maintain in force for the duration of the Contract insurance coverage, underwritten by the insurer(s) lawfully authorized to write insurance in the state of Missouri, of the minimum types and limits as set forth below. Self-Insurance and/or high Retentions, as determined by each party and disclosed to the other party may be substituted for insurance:

A. Commercial General Liability:
$1,000,000 will be the Combined Single Limit for bodily injury, personal injury, and property damage liability per occurrence, and $2,000,000 annual aggregate. Coverage must include Premises and Operations and Products and Completed Operations Liability coverage.

B. Workers' Compensation and Employer's Liability:
1. Statutory

2. Employer's Liability: $100,000 / $500,000 / $100,000 Limits.

C. Commercial Automobile Liability:
$1,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles.

The Community, its Mayor, Council Members, employees, and volunteers shall be named as Additional Insured under the KCATA Commercial General Liability policy, including any Self-Insurance and/or Retentions.

The Kansas City Area Transportation Authority, its Commissioners, officers, employees, and volunteers shall be named as Additional Insured under the Community General Liability policy, including any Self-Insurance and/or Retentions.

Prior to contract execution, each party shall furnish the other party Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this contract. Self-Insurance, deductibles, and retentions must be stated on the Certificate(s) of Insurance. Within five (5) business days of the expiration of any insurance coverage, each party shall provide to the other party renewal Certificate(s) of Insurance as required by this contract. The Certificate Holders shall be as follows:

Troy Anderson, City Manager
City of Independence, Missouri
P.O. Box 1019
111 East Maple
Independence, Missouri 64051-0519

Chuck Ferguson, CEO/President
Kansas City Area Transportation Authority
1200 East 18th Street
Kansas City, Missouri 64108

ATTACHMENT C

FEDERAL TRANSIT ADMINISTRATION – REQUIRED CLAUSES

CIVIL RIGHTS

A. **Nondiscrimination in Federal Public Transportation Programs.**

1. Contractor must prohibit:

   a. discrimination based on race, color, religion, national origin, sex (including sexual orientation, disability, or age;

   b. exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;

   c. denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and

   d. discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. **Nondiscrimination – Title VI of the Civil Rights Act.**

1. Contractor must prohibit discrimination based on race, color, or national origin;

2. Contractor must comply with a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. Part 21; and c) Federal transit law, specifically 49 U.S.C. § 5332.

3. Contractor must follow a) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and c) all other applicable federal guidance that may be issued.

C. **Equal Employment Opportunity.**

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin; and

   a. Comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;

   b. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;

   c. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of

FTA's Master Agreement;

d. Comply with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients"; and

e. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. Indian Tribes. Contractors will recognize that Title VII of the Civil Rights Act of 1964, as amended exempts Indian Tribes under the definition of "Employer".

3. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all Federal prohibitions against discrimination based on sex, including Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, *et. seq.*, U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25; and federal transit law, specifically 49 U.S.C. § 5332.

4. Nondiscrimination on the Basis of Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq*., which prohibits discrimination against individuals based on age in the administration of Programs, Projects and related activities receiving federal assistance; U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332.

5. Nondiscrimination on the Basis of Disability. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted programs, projects or activities; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.,* the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.,* which requires that buildings and public accommodations be accessible to individuals with disabilities; Federal transit law, specifically 49 U.S.C. § 5332, and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. The Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

D. **Access to Services for Persons with Limited English Proficiency.** Compliance to provide meaningful access to public transportation services in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, *et seq.*, and its implementing regulation at 28 C.F.R. § 42.405(d), and applicable U.S. Department of Justice guidance.

E. **Promoting Free Speech and Religious Liberty.** All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to, those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

F. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

CONFLICTS OF INTEREST (ORGANIZATIONAL)

In accordance with 2 C.F.R. § 200.112, the Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the Contractor's objectivity in performing work under this Contract, or that would result in an unfair competitive advantage

to Contractor or to another third party performing the Project work.

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

A. It is the policy of KCATA that Disadvantaged (DBE) and Small (SBE) Business Enterprises, shall have an equal opportunity to participate in federally assisted contracts. It is also the policy to:

1. Ensure nondiscrimination in the award and administration of contracts;

2. Create a level playing field on which diverse firms can compete fairly for contracts;

3. Ensure that KCATA's diversity programs are narrowly tailored in accordance with applicable law;

4. Help remove barriers to the participation of diverse firms in contracts;

5. To promote the use of diverse firms in all types of contracts and procurement activities; and

6. Assist in the development of firms that can compete successfully in the marketplace outside the diversity program.

B. KCATA's DBE/SBE programs are based on the requirements of Title 49, Code of Federal Regulations, Part 26, and this Contract is subject to those regulations. Under this contract, Federally funded projects shall abide by DBE or SBE requirements as applicable. Projects that are funded by state or local entities will be subject to MBE, WBE, or SLBE requirements.

C. For this contract, there is no DBE commitment.

D. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

NOTICE OF LEGAL MATTERS

If this project is federally funded and is expected to equal or exceed $25,000, KCATA agrees to notify the FTA Chief Counsel or FTA Regional VII legal counsel of a current or prospective legal matter that may affect the Federal government. Contractor agrees this affirmative notification provision will apply to subcontractors and suppliers and is to be included in all agreements at all tiers. Failure to include this notice may be deemed a material breach of contract.

PROHIBITED INTERESTS

A. No board member, officer, employee or agent of KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this Contract, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this Contract or the proceeds thereof, to any share or part of this Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

B. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

RECORD RETENTION AND ACCESS

A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract in accordance with 2 C.F.R. § 200.33, 49 U.S.C. § 5325(g) and 49 C.F.R. part 633. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.

B. The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, as applicable, any local municipality, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.

C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to include this clause in all subcontracts.

SEAT BELT USE POLICY

Contractor agrees to comply with terms of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed Reg. 19217); Contractor is encouraged to include those requirements in each subcontract awarded for work relating to this Agreement.

SUBCONTRACTORS

A. **Prompt Payment.** The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.

B. **Prompt Return of Retainage.** If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractor's work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.

C. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:

1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.

2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

3. The following provisions if included in this Contract:

   Changes in Federal Requirements
   Civil Rights
   Conflicts of Interest
   Debarment and Suspension
   Disadvantaged Business Enterprise Requirements (DBE)
   Disclaimer of Federal Government Obligations or Liability
   Dispute Resolution

Drug and Alcohol Testing
Employee Protections
Environmental Regulations
Federal Tax Liability and Convictions
Fraud and False or Fraudulent Statements or Related Acts
Incorporation of FTA Terms
Lobbying
Notice of Legal Matters
Prohibited Interests
Prohibition on Restricted Telecommunications and Surveillance Equipment
Record Retention and Access
Seat Belt Use Policy
Subcontractors
Termination
Texting While Driving and Distracted Driving
Trafficking in Persons
Transit Operation Restrictions

D. The Contractor will take such action with respect to any subcontractor as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions of this contract.

E. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included.

F. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

TERMINATION

A. **Termination for Convenience**. The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in the Contract.

B. **Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.

TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225) and U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Contractor agrees to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times be aware and comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures, and directives, including without limitation, those listed directly or by reference in the Master Agreement between the Authority and FTA (ref: MA 34 dated November 26, 2025), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

DEBARMENT AND SUSPENSION CERTIFICATION

A. The Contractor shall comply and facilitate compliance with U.S. DOT regulations "Nonprocurement Suspension and Debarment," 2 C.F.R. §§ 180.220 and 1200.220 , which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed Reg. 6370) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131).

B. The Contractor, its principals, and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's "System for Award Management -- Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.

C. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding $25,000.

D. The Contractor agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

The Contractor, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

DRUG AND ALCOHOL TESTING

A. Contractors, subcontractors and their agents who perform safety-sensitive functions or provide transit services be enrolled in a drug and alcohol testing program that complies with 49 C.F.R. Part 655 of the United States Department of Transportation and Federal Transit Administration Regulations. The Contractor agrees to produce any documentation necessary to establish its compliance with Parts 40 and Part 655, and permit any authorized representative of the United States Department of Transportation, the Federal Transit Administration or KCATA, to inspect all collection and testing facilities, to review all records associated with the implementation of the drug and alcohol testing program and audit and review the testing process as required under 49 C.F.R. Part 40 and Part 655.

B. If the Contractor is unwilling or unable to comply with the regulations, KCATA reserves the right to discontinue using the Contractor for safety-sensitive duties. Contractors that bid on safety-sensitive work will be considered non-responsive if they do not have or are not able to supply documentation that a DOT/FTA compliant drug and alcohol-testing program has been established.

EMPLOYEE PROTECTIONS

A. **Public Transportation Employee Protective Arrangements (Standard).** To the extent that the FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on this Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet guidelines established in 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department of Labor to the FTA, the employee protective requirements of 49 U.S.C. § 5333(b), and the U.S. Department of Labor certification applicable to the grant from which Federal assistance is provided to support work on this Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. Department of Labor certification which is incorporated in and made part of

this Contract.

B. **Public Transportation Employee Protective Arrangements for Elderly and Disabled Transportation.** If the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements are necessary or appropriate on work performed under this Contract, the Contractor agrees to comply with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C § 5333(b), U.S. Department of Labor ("DOL") guidelines established in 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to the FTA, applicable to the grant from which Federal assistance is provided to support work on this Agreement. The Contractor agrees to perform transit operations in connection with the underlying Agreement in compliance with the conditions stated in that U.S. DOL letter. The Contractor agrees to comply with U.S. DOL's certification of public transportation employee protective arrangements for the Project, dated as displayed on the underlying Grant Agreement.

ENVIRONMENTAL REGULATIONS

A. **Clean Air.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401-7671q *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than $100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

B. **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1388 *et seq*. The Contractor agrees to report, and require each subcontractor at every tier receiving more than $100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office

C. **Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.

D. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency guidelines at 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than $10,000.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

A. The Contractor affirmatively represents and certifies that:

1. The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

2. The Contractor was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months.

B. Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

C. The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose penalties under 18 U.S.C. § 1001 if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this Contract and under 49 U.S.C chapter 53 or any other applicable law.

C. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The provisions in this Contract include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions. The Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.

LOBBYING RESTRICTIONS

A. The Contractor is bound by its certification contained in its offer to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, as amended; 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) and 49 C.F.R. Part 20, to the extent consistent with 31 U.S.C. § 13532, as amended. The Contractor agrees to comply with this requirement throughout the term of the Contract.

B. The Contractor agrees to include these requirements in all subcontracts at all tiers exceeding $100,000 and to obtain the same certification and disclosure from all subcontractors (at all tiers).

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT

Contractor represents that it is and will be compliant at all times with 2 C.F.R. § 200.216 and will not provide telecommunications and/or video surveillance services or equipment to the KCATA in the performance of any contract, subcontract or other contractual instrument resulting from a solicitation or RFP that have been manufactured by a supplier (including any subsidiary or affiliate of those entities) that is considered prohibited or not approved under this regulation. This statute is not limited to entities that use end-products produced by those companies; and also covers the use of any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not: 1) engage in severe forms of trafficking in persons during the Contract Term; b) procure a commercial sex act during the Contract Term; or c) use forced labor in the performance of the Contract. Contractor shall inform KCATA immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. KCATA may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the KCATA.

TRANSIT OPERATIONS RESTRICTIONS

A. **Charter Service Operations.** The Contractor agrees to comply with 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, which provide that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service agreement required by these regulations is incorporated by reference and made part of this Agreement.

B. **Alcohol Misuse and Prohibited Drug Use.** See Article on "Drug and Alcohol Testing"

C. **School Bus Operations.** The Contractor will not use FTA assisted facilities or equipment to support exclusive school bus operations except as permitted by 49 U.S.C. § 5323(f) or (g) and FTA regulations "School Bus Operations." 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. § 5323 (f) or (g).

D. **Reporting Requirements.** The Contractor agrees to collect and maintain all data, using proper procedures, requested by KCATA for compliance with the "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630, which includes various reports required to FTA's national transit database. The Contractor shall submit the requested.

E. **Use of $1 Coins.** To comply with Section 104 of the Presidential $1 Coin Act of 2005, 31 U.S.C. 5112(p), FTA assisted property that requires the use of coins or currency in public transportation service or supporting service must be fully capable of accepting and dispensing $1 coins and it will display signs and notices of the $1 coin capability of its equipment and facilities use on its premises, including vending machines, where coins or currency are used.

F. **Protection of Animals.** A third-party contractor providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. 2131 *et seq.*, and Department of Agriculture regulations, "Animal Welfare," 9 C.F.R. Parts 1, 2, 3 and 4.

REQUIRED BY MISSOURI STATUTE (CONTRACTS OVER $5,000

EMPLOYEE ELIGIBILITY VERIFICATION (FOR CONTRACTS OVER $5,000)

A. To comply with Section 285.500 RSMo, *et seq*., the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services 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). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding $5,000.

B. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) 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.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve a construction contract with All Pro Asphalt & Maintenance, LLC for an amount not to exceed $107,239.19, and authorize up to ten percent (10%) of the authorized amount for crack-filling operations as part of the Pavement Preventative Maintenance Operations Project (No. 112201-15). **Approved**

Recommendations:

Council approval is recommended.

Background:

This is a contract for the crack-filling portion of the annual pavement maintenance program. There were 2 construction bids for this project:

All Pro Asphalt & Maintenance, LLC	$100,579.53
Vance Brothers, LLC	$107,239.19

All Pro Asphalt & Maintenance, LLC has successfully and satisfactorily completed similar previous projects for the City. Their bid is recommended for approval of this contract.

The Pavement Preventative Maintenance Operations Project (No. 112201) funds annual contracted pavement maintenance. These operations include overlay, sealing, and crack-filling for designated streets throughout the City.

This is a budgeted capital project funded by the Street Sales Tax (Fund 011).

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $111,303.53, including contingency. Funding for the Pavement Preventative Maintenance Operations Project (No. 112201) is included in the FY 2026-2027 budget, on page 203, in account number 112201-C-0517051-5406, Street Sales Tax Fund 011.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Official Bid Tab Summary - ITB #26022 - Wide Crack Fill - Project No. 112201-15
2. Construction Contract - All Pro Asphalt & Maintenance - Crackfilling Project No. 112201-15

Invitation to Bid #26022 - Bid Tabulation Results
Prevenative Maintence Program - Wide Crack Filling Operations
CITY PROJECT NO. 112201-15
18-Jun-26

Contractor	Bid Total
All Pro Asphalt & Maintenance LLC	$ 100,579.53
Vance Brothers, LLC	$ 107,239.19

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of July of 2026, by and between the CITY OF INDEPENDENCE, MISSOURI, acting through the City Manager, thereunto duly authorized to do so, Party of the First Part and hereinafter called the Owner; and All Pro Asphalt & Maintenance, LLC, a LLC of the State of Missouri, Party of the Second Part hereinafter called the Contractor, WITNESSETH:

THAT WHEREAS the Owner has caused to be prepared, in accordance with the law, specifications, plans and other contract documents for the work herein described, and has approved and adopted said documents, and has caused to be published in the manner for the time required by law, an advertisement for and in connection with the construction of items in accordance with the terms of this contract; and,

Whereas the said Contractor, in response to such advertisement, has submitted to the Owner in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

Whereas the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the Proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest or best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's Proposal, a copy therefore being attached to and made a part of this contract agreement.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and it's successors, and the Contractor for itself or themselves, or it's, or their successors and assigns, or it's or their executors and administrators, as follows:

ARTICLE 1. That the Contractor shall

a. furnish all tools, equipment, supplies, insurance, superintendence, transportation and other construction accessories, services and facilities;

b. furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work;

c. provide and perform the necessary labor and, in a good, substantial and workmanlike manner, in accordance with the general provisions and technical specifications of this contract, which are attached hereto and made a part hereof, and in conformity with the contract plans and specifications designated and identified therein;

d. make payment of all wages in conformance with the official schedule of wage rates

as determined by the Labor and Industrial Relations Commission of the Missouri Department of Labor and Industrial Relations, and in compliance with the Prevailing Wage Law of Missouri, all as set forth in the general provisions which are attached hereto and made a part hereof by reference, perform and observe all of the terms, agreements, requirements and conditions contained in the general provisions and technical specifications which are attached hereto and made a part hereof by reference;

e. execute, construct and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal (or part thereof if Owner so elects).

ARTICLE 2. That the Owner shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, a sum (subject to change orders approved by the City Council) not to exceed One-Hundred Thousand, Five-Hundred Seventy-Nine and 53/100 Dollars ($ 100,579.53) for all work covered by and included in the contract award and designated in the foregoing Article 1; payment thereof to be made in the manner provided in the general provisions hereto attached.

ARTICLE 3. That the Contractor shall start work on, or within ten (10) days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract, or on a subsequent date designated and authorized by the Owner in said order, and that the Contractor shall complete said work within (45) working days from and after the date of, or subsequent date authorized in, said order by the Owner to proceed.

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

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

CITY OF INDEPENDENCE MISSOURI

Party of the First Part (Owner)

By _____
Troy Anderson, City Manager

ATTEST:

_____
Susanne Holland, City Clerk

_____
Party of the Second Part
(Contractor)

By_____

SEAL:

_____
Address

ATTEST:

_____
City & State

_____
Corporate Secretary

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

ATTORNEY FOR OWNER:

_____
Jeremy Cover, City Counselor

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve Change Order #1 to the existing design services contract (PO#26000236) with Olsson Associates, for a revised contract amount not to exceed $208,755, and authorizing change orders up to ten percent (10%) of the authorized amount, for additional engineering services as part of the Sanitary Sewer Main Relocation from Streambanks Project (No. 302203). **Approved**

Recommendations:

Council approval is recommended.

Background:

These additional design services include an additional survey and evaluation for the potential to remove the aerial sanitary sewer crossing from Phelps Road to Quail Creek Drive, along E. 45th Terrace South. Staff believe the elimination of this sanitary sewer crossing could reduce the buildup of debris in Adair Creek and reduce maintenance costs, while continuing to provide the same standard of sanitary service to the area.

Staff have obtained a quote from Olsson Associates for these additional services, totaling $88,775, bringing the revised contract price to $208,755:

Original Contract Total:	$119,980
Change Order #1:	$ 88,755
Revised Contract Total:	$208,755

The Sanitary Sewer Main Relocation from Stream banks Project (No. 302203) addresses the protection of the sanitary sewer infrastructure where it is threatened by the erosion of stream banks throughout the City. This contract is currently addressing two such locations:

- Site 1 is located near E. 45th Terrace South and Quail Creek Drive, where stream bank erosion has exposed a 30-inch sanitary sewer main and manhole.
- Site 2 is located southeast of Jackson Drive and U.S. 24 Highway, where an existing aerial sanitary sewer crossing has become exposed due to similar stream bank degradation.

This is a budgeted capital project.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $229,630.50, including contingency. Funding for the Sanitary Sewer Main Relocation from Streambanks Project (No. 302203) is included in the FY 2026-2027 budget, on page 203, in account number 302203-C-0317031-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. CO #1 - Scope of Service - Olsson - SS Main Relocate Project No. 302203

LETTER AGREEMENT
AMENDMENT NO. 1

Date: May 4, 2026

This AMENDMENT ("Amendment") shall amend and become a part of the Contract for Professional Services dated July 21, 2025, between City of Independence, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Independence, Missouri

Project Description: Sanitary Sewer Relocation (Project No. 302203)

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

The sanitary sewer aerial stream crossing that was being redesigned in the Original Agreement (LS #9700) may be able to be removed entirely if the flow from a motel service line can be diverted to the west of East 45th Terrace. This Scope of Services includes survey, evaluation, and design required to determine feasibility and then develop construction drawings to divert this sewage flow.

All plans shall be prepared in accordance with the latest editions, supplements and revisions of the City's storm drainage design criteria and APWA Section 5500, as adopted. The construction drawings shall be prepared in AutoCAD format. The City's Project number shall be included in all correspondence.

Phase 500 – Amd 1: Sanitary Sewer Study and Replacement
Olsson shall provide the following services:

Topographic Surveying and Basemap
Survey should be obtained of the sanitary sewer system between MH 17297 and MH 17294 to determine the required change to the sewer size and profile to accommodate the connection from the east. Olsson shall provide the following for Site #1:

- Topographical Design Survey - Olsson shall provide a topographical design survey for the outlined area (see the attached Exhibit A). This survey shall depict all observed utilities, existing contours at one-foot intervals, location of existing features such as pavement, buildings, trees, tree mass lines, storm, and sanitary sewer structures, pipe sizes, flow lines, and materials. Utility companies will be contacted through the Missouri One Call system and any utilities marked will be shown on the topography survey. Any maps of private utilities which are typically not located through the one call system that are provided will also be plotted in accordance with above ground structures. Olsson shall provide three horizontal control points tied to North American Datum (NAD) Missouri Coordinate System 1983 West Zone, and one benchmark tied to North American Vertical Datum of 1988 (NAVD88) elevation datum. All raw data obtained, and field notes created during the process of making this survey will remain the property of Olsson. Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths other than sewers will not be obtained or indicated on the survey. Survey of utilities will be based on tracing and marking by One Call utility locater. By signing this Amendment, the Client understands and acknowledges that utility mapping is not exact and it is possible that not all utility lines will be located. Olsson is not responsible for mis-marked or unmarked utilities.
- Title Reports - An ownership and encumbrance (O&E) report will be ordered from local title company for the Project area. Olsson anticipates up to three residential parcels that will be required for Site #1.
- Descriptions and Exhibits - Olsson shall prepare metes and bounds legal descriptions and exhibits for items such as temporary construction easements, drainage easements, common access areas, non-platted parcels, et cetera. as required by the City, local utility companies, or the Client. Services for description and exhibits will be conducted at a lump sum of Eight Hundred Dollars ($800.00) per easement request. Olsson has included an allowance for up to three easements.

Sanitary Sewer Evaluation

The capacity evaluation of the sewer should follow APWA 5500 requirements evaluating the sewer shed for current and future land use conditions. Evaluation will include APWA 5500 accounting for inflow and infiltration (I&I) and other required design considerations (since no flow data is available). A data request will be created for both the City of Kansas City and Independence regarding information on the current sewer configuration and pipe information. Olsson to develop design flows based on APWA recommendations. Based on this data, capacity analysis will be completed on key line segments in the current system.

Three sewer alignments will be evaluated for feasibility. First, the current sewer alignment will be evaluated. Second, re-reouting a parallel sewer main to the north side of 45th Terrace will be evaluated. And third, shifting the crossing location to the east side of Phelps Road out of the main flow of the channel. Olsson will perform a hydraulic analysis of the interceptor sewer (receiving sewer for the new lines shown in orange) using flow data to be provided by the city. Surcharging of the interceptor will be evaluated, as will the impact this has on the various new sewer alternatives. This analysis will be incorporated into the new sewer evaluation criteria. The three alignments will be evaluated based on a variety

of performance criteria (construction cost, constructability, hydraulic conditions, etc.) and a recommendation will be made concerning the most beneficial alignment.

After receiving direction from city on which option to move forward, a summary memorandum (memo) will be provided detailing whether the service line in question can be diverted to the west without creating a substandard sewer capacity at LS #9693. If a substandard situation is created, evaluate whether an increase in the pipe size of LS #9693 can address the problem and accommodate the increase in flow. Conceptual cost estimate for the recommended solution will be developed and a summary sewer memo that will include a conceptual plan and profile of the required sewer improvements to accommodate this change.

A Project kickoff meeting and draft memo review meeting are included.
If the aerial sewer crossing requires replacement, the hydraulic analysis of the floodplain using the effective HEC-RAS model from the Original Agreement should be updated to show impacts of increasing pipe diameter and removing the downstream crossing. Olsson may evaluate one alternative to offset any negative impacts caused by increased pipe size.

Deliverables
Olsson shall provide the following:

- Conceptual memo with conceptual plan and profile of the sanitary sewer improvements
- Updated HEC-RAS Model (if pipe size increases at aerial crossing)

Sanitary Sewer Service Relocation – Final Design
Olsson shall provide the following:

- Develop engineering drawings to relocate the motel sewer service line to the west based on concept study plan and profile including up to 550 feet of sewer modification. This will not include modification to the north-south segment crossing the creek (LS #9693) and other downstream segments.
    - Provide design sanitary plan and profiles, details, and design notes. Unless pre-approved, plan and profiles shall be scaled no larger than 1-inch = 20-feet horizontal and 1-inch = 10-feet vertical.
    - Show location of property lines, utilities, and other conflicts that will impact the design
    - Easement and ownership sheet that illustrates property lines, rights of way, existing and proposed easements, and a table listing in square feet all the required temporary construction easements and permanent easements.
    - The initial preliminary plans for the sewer relocation alone will be submitted for review as a partial set. After receiving comments, the plans will be updated to final plans for review and incorporated into the stream stabilization plans before submitting. A second review of the sewer plans will be completed by the city, then Olsson will address comments and seal the plans.

- Olsson shall distribute the final design plan to utility owners in the area and discuss any potential utility conflicts and relocations with the utility owners. No utility design is included.
- Prepare opinion of probable construction cost (OPCC). Estimate shall include construction quantities, unit costs, and a 10 percent contingency for utility relocation expenses, legal expenses, and easement acquisition as applicable.
- Construction Plan Submittal, Review and Revisions

    - Upon completion of the acquisition phase, Olsson shall incorporate into the drawings the easement acquisition related notes; and then submit electronic Construction Bid Documents. Olsson shall be responsible for the construction drawings and final engineer's estimate. It is assumed City and Missouri Department of Transportation (MoDOT) standard specifications will be used for technical specifications and the City will compile the specifications manual. All documents must be signed and sealed by a Missouri Registered Professional Engineer.
    - Plans to be submitted to Missouri Department of Natural Resources (MoDNR) for review and approval

- Bidding and Construction Phase

    - Olsson may be asked to answer technical questions during the construction phase, and Olsson shall also address errors without any additional compensation

City Responsibilities
The City shall provide the following:

- Easement acquisitions from property owners
- Public meetings or individual meetings with the property owners
- Front end specifications
- Administration of the bidding and construction contract
- Provide as-built plans for the sanitary sewer line

OPTIONAL SERVICES

Sanitary Sewer Aerial Crossing - Final Design
If the conceptual memo reveals that LS #9693 must increase in size, the City may elect to move forward with optional services to develop construction drawings for the sewer improvements from MH 17297 to the upstream connection with the motel service line, including abandonment of the existing sewer service at LS #9700.

- Increase the size of Aerial Sewer Crossing LS #9693

    - Update sewer plan and profile drawings to increase the size of the aerial crossing as required by the conceptual capacity analysis. Incorporate in final engineering drawings and specifications sealed by a professional engineer.
    - Provide construction details for aerial crossing to facilitate the new increased pipe diameter.

- Site #1 Sanitary Sewer Aerial Crossing Structural Retrofit
    - Olsson shall complete a site visit and evaluate multiple structural solutions for replacement of the existing sanitary sewer aerial crossing.
    - Once an alternative is chosen by the City, Olsson shall prepare designs and bid documents for the aerial crossing reconstruction. This work is anticipated to include an estimation of the design highwater event for determining lateral hydraulic forces and debris raft loading, streambank reconstruction around the existing manhole, and structural designs for the modified or new aerial crossing.

EXCLUSIONS

- Further modification to grading plans for base Project. Bank grading will not be evaluated for no-rise alternatives.
- Federal Emergency Management Agency (FEMA) Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR)
- Utility potholing
- Geotechnical site investigation and evaluation
- Camera inspections of sewer
- Surveying potholed utility facilities
- Structural details and retaining wall design
- Construction phasing or detour plans
- Construction observation

SCHEDULE

Estimated Dates for Milestones:

AMD 1 NTP	05/30/2026
Sewer Capacity Evaluation	07/21/2026
Preliminary Sewer Plans	08/10/2026
Final For Review Plans	09/30/2026
Sealed Plans	11/28/2026

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Hourly Fee Table, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed Eighty-Eight Thousand Seven Hundred Seventy-Five Dollars ($88,775.00).

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Eric Shelton, P.E., CFM, BC.WRE
Senior Engineer

By _____
Brent Johnson, P.E.
Vice President

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF INDEPENDENCE, MISSOURI

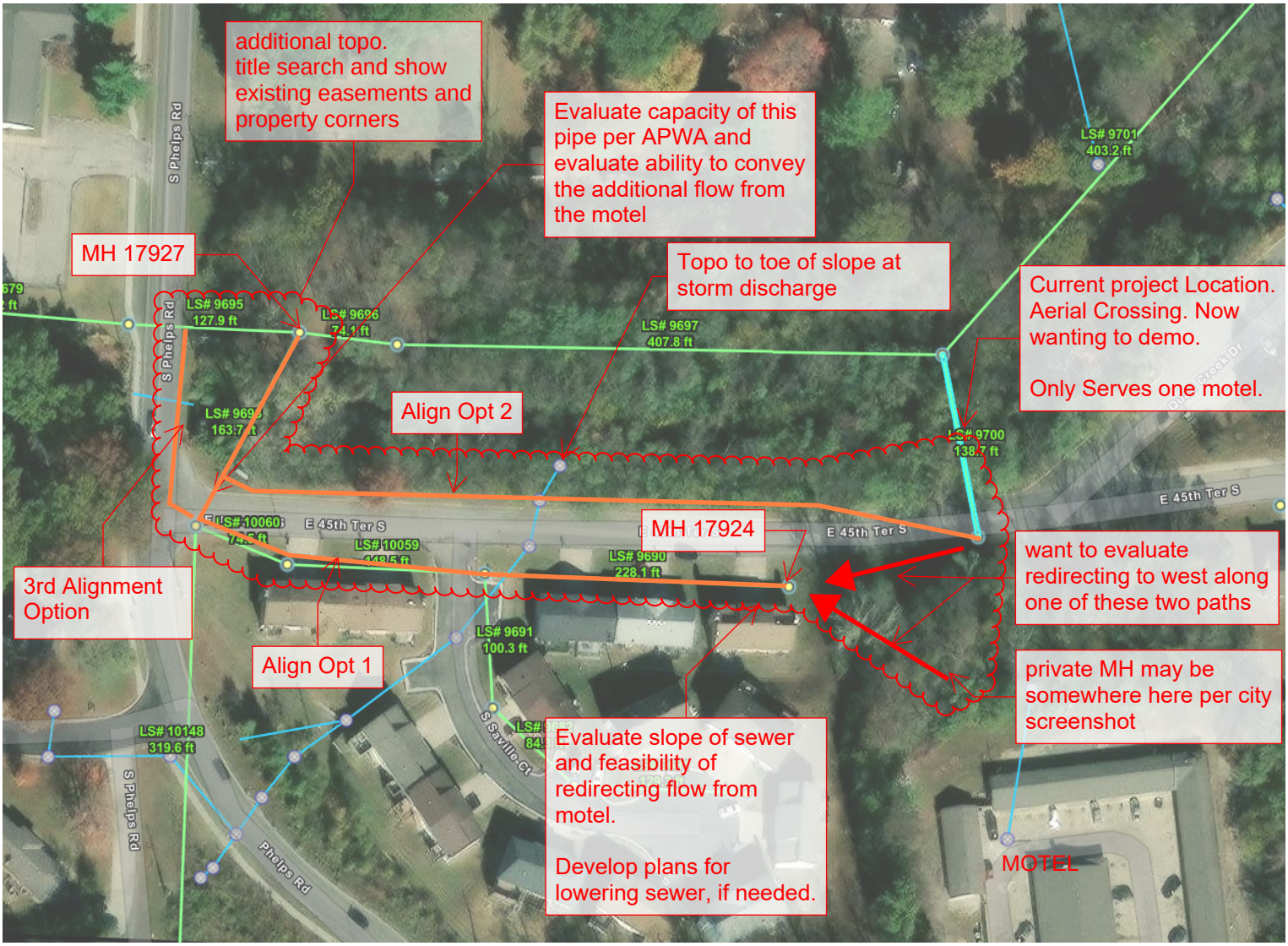
By _____
Signature

Printed Name _____

Title _____ Dated: _____

Attachments:
Exhibit A
Hourly Fee Table
Reimbursable Expense Schedule

Exhibit A


additional topo.
title search and show existing easements and property corners
Evaluate capacity of this pipe per APWA and evaluate ability to convey the additional flow from the motel
MH 17927
Topo to toe of slope at storm discharge
Current project Location. Aerial Crossing. Now wanting to demo.
Only Serves one motel.
Align Opt 2
MH 17924
want to evaluate redirecting to west along one of these two paths
3rd Alignment Option
Align Opt 1
private MH may be somewhere here per city screenshot
Evaluate slope of sewer and feasibility of redirecting flow from motel.
Develop plans for lowering sewer, if needed.
MOTEL
S Phelps Rd
E 45th Ter S
Phelps Rd
S Saville Ct
LS# 9701
403.2 ft
LS# 9695
127.9 ft
LS# 9696
74.1 ft
LS# 9697
407.8 ft
LS# 9700
138.7 ft
LS# 9690
228.1 ft
LS# 9691
100.3 ft
LS# 10059
LS# 10148
319.6 ft

Hourly Fee Table
2025 Bank Stabilization Projects
City of Independence, MO
May 4, 2026

olsson

TASK DESCRIPTIONS Personnel Classification: Average Hourly Rate:	Project Manager $210	Sr. Proj. Engineer $155	Sr. Engineer $195	Engineer $150	Assoc. Engineer $135	Eng. Technician $110	Sr. Scientist $155	Assoc. Scientist $84	Admin. $85	RLS Surveyor $160	Survey Tech. $110	Survey 2 Man Crew $210	Total Hours	Total Fees	Expenses	TOTALS
Survey & Easements																
Topographic Survey - Site #1										4	8	32	44	$8,240		$8,240
Title Reports - Site #1													0	$0	$750	$750
Easements Descriptions and Exhibits - Site #1										4	16		20	$2,400		$2,400
Topographic Survey - Site #2										4	8	32	44	$8,240		$8,240
Title Reports - Site #2													0	$0	$400	$400
Easements Descriptions and Exhibits - Site #2										2	5		7	$870		$870
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**14**	**37**	**64**	**115**	**$19,750**	**$1,150**	**$20,900**
Final Design																
Prepare Construction Plans	18			64	64								146	$22,020	$110	$22,130
Hydraulic Modeling and No-Rise Analysis			4	24	40								68	$9,780		$9,780
Floodplain Development Permit				1									1	$150		$150
Sanitary Sewer Aerial Crossing Retrofit	8		24	32	110								174	$26,010		$26,010
Utility Coordination	8			16									24	$4,080		$4,080
Opinion of Probable Construction Cost	8			16									24	$4,080		$4,080
QA/QC			4	8	8								20	$3,060		$3,060
Submittals	6				6								12	$2,070	$200	$2,270
USACE Nationwide Permitting	4						54						58	$9,210		$9,210
Subtotal	**52**	**0**	**32**	**161**	**228**	**0**	**54**	**0**	**0**	**0**	**0**	**0**	**527**	**$80,460**	**$310**	**$80,770**
Construction Documents																
Incorporate City comments and revisions	16			32	32				2				82	$12,650		$12,650
Submittals	2			2	4								8	$1,260	$200	$1,460
Subtotal	**18**	**0**	**0**	**34**	**36**	**0**	**0**	**0**	**2**	**0**	**0**	**0**	**90**	**$13,910**	**$200**	**$14,110**
Bidding and Construction Phase																
Answer Bidder, Contractor, City Questions	20												20	$4,200		$4,200
Subtotal	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**$4,200**	**$0**	**$4,200**
AMD 1																
Project Management and Utility Coordination	**16**				**8**								24	$4,440		$4,440
Topographic Survey - Site #1	**2**									4	12	62	80	$15,400	**$300**	$15,700
Title Reports - Site #1													0	$0	**$1,200**	$1,200
Easements Descriptions and Exhibits - Site #1										4	16		20	$2,400		$2,400
Sanitary - Capacity Analysis	**22**	**0**	**20**	**54**	**34**	**0**	**0**	**0**	**6**				136	$21,720		$21,720
Update No-Rise Evaluation	**9**				**28**								37	$5,670		$5,670
Utility Coordination	**8**				**16**								24	$3,840		$3,840
Sanitary - Relocation Plan	**22**	**0**	**0**	**56**	**20**	**0**		**0**	**8**				106	$16,400		$16,400
OPTIONAL SERVICE: AERIAL CROSSING	**12**	**0**	**15**	**24**	**48**	**0**	**0**	**0**	**2**				101	$15,695		$15,695
Bid Phase Services / Construction Phase / Question	**4**			**4**	**2**								10	$1,710		$1,710
AMD 1 Subtotal	**131**	**0**	**60**	**268**	**240**	**0**	**0**	**0**	**30**	**8**	**28**	**62**	**353**	**87,275**	**$1,500**	**$88,775**
Total All Tasks	**221**	**0**	**92**	**463**	**504**	**0**	**54**	**0**	**32**	**22**	**65**	**126**	**1105**	**$205,595**	**$3,160**	**$208,755**
															TOTAL FEES & EXPENSES	**$208,755**

1. Tasks and fees above are based on the Water Pollution Control Department's Standard Scope of Services for Final Design only, with exceptions noted in the scope of services.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.725/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$95.00/day
Automobile (Olsson EV)	$85.00/day
Other Travel or Lodging Cost	Actual Cost**
Meals	Actual Cost**
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).
**Rates consistent with the U.S. General Services Administration (GSA) Per Diem for Reimbursable Lodging, Meals and Incidental Costs (Subject to Change).

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
Council action is requested to authorize the expenditure of $743,000 for Fiscal Year 2026-2027 to USIC Locating Services, Inc., and authorizing ten percent (10%) of the authorized amount for future change orders, for utility locating services provided to the Municipal Services and Power & Light Departments. **Approved**

Recommendations:
Council approval is recommended.

Background:
The Missouri One-Call Statute requires City-owned utilities to provide facility-locating services under the Missouri One-Call Program. USIC Locating Services, Inc. (USIC) was awarded a multi-year contract to provide these services through a competitive Invitation to Bid (ITB) process and received Council approval in 2022.

For Fiscal Year 2026-2027, funding for utility locating services is allocated as follows:

- $124,000 - Storm Water Maintenance Division (Municipal Services)
- $124,000 - Sanitary Sewer Division (Municipal Services)
- $275,000 - Water Construction & Maintenance Division (Municipal Services)
- $220,000 - Transmission and Distribution Division (Power & Light)

Total Requested Expenditure: $743,000

Approval of this item will authorize the expenditure and allow change orders up to ten percent (10%) of the authorized amount, provided appropriations are available.

Emergency Justification:

Fiscal Impact:
The fiscal impact to the City is $817,300, including contingency. Funding for this expenditure is included in the Fiscal Year 2025-2026 budget as follows:

- Municipal Services - Storm Water Maintenance - Page 201 - Account No. 0135262-5226 - Professional Services
- Municipal Services - Sanitary Sewer Maintenance - Page 200 - Account No. 0305230-5226 - Professional Services

- Municipal Services - Water Distribution - Page 201 - Account No. 0404840-5226 - Professional Services
- Power & Light - Transmission and Distribution - Page 214 - Account No. 0206150-5226-58820050 - Professional Services

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. FY 26 USIC Expenses - MS and IPL
2. USIC Locating Services LLC Bid Response and Pricing to ITB 22017 Underground Utility Locating and Marking Services-4 - SIGNED

FY 2026 - USIC Locating Services
Municipal Services and IP&L

Vendor/Org/PO#	Fiscal Month											
	2026											2026 Total
Row Labels	2	3	4	5	6	7	8	9	10	11	12	
USIC Locating Services Inc	**$38,910.27**	**$65,395.19**	**$94,881.62**	**$64,095.14**	**$36,139.04**	**$44,205.38**	**$61,059.04**	**$56,450.40**	**$63,088.62**	**$45,367.19**	**$44,874.28**	**$614,466.17**
0135262 - Storm Water Tax Maintenance												
PO#26000339	$9,373.76	$10,702.73	$11,328.13	$10,167.18	$5,635.04	$6,875.22	$9,601.08	$8,554.19	$9,450.61	$9,817.92	$9,058.66	$100,564.52
0206150 - IP&L Transmission and Distribution												
PO#26000396	$19,281.07	$21,967.83	$23,535.87	$20,954.42	$11,789.19	$14,255.15	$19,692.44	$17,786.11	$19,752.00		$1,470.84	$170,484.92
0305230 - Sanitary Collection System Maintenance												
PO#26000339	$10,255.44	$12,265.24	$12,077.97	$10,917.02	$6,187.11	$7,303.70	$10,828.84	$10,729.55	$11,484.85	$12,364.07	$11,934.42	$116,348.21
0404840 - Water Transmission and Distribution												
PO#26000405		$20,459.39	$47,939.65	$22,056.52	$12,527.70	$15,771.31	$20,936.68	$19,380.55	$22,401.16	$23,185.20	$22,410.36	$227,068.52
Grand Total	**$38,910.27**	**$65,395.19**	**$94,881.62**	**$64,095.14**	**$36,139.04**	**$44,205.38**	**$61,059.04**	**$56,450.40**	**$63,088.62**	**$45,367.19**	**$44,874.28**	**$614,466.17**

City of Independence, MO

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

"Underground Utility Locating & Marking Services"

ITB #22017

PROPOSAL DUE DATE: 2:00 pm, Friday, March 18, 2022

Prepared By
USIC Locating Services, LLC
Edward Dubuc
Business Development Manager
608-335-8945

USIC

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USIC Bid Exceptions ..... Section 3

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Affidavit - Non-Collusion for ITB-vendor..... Section 6

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Executive Summary..... Section 8

INNOVATIVE.
QUALIFIED.
EFFICIENT.
SAFE.

PROTECTING AND MAINTAINING
YOUR INFRASTRUCTURE

Section 1

Cover Letter

March 18, 2022

City of Independence
111 E Maple,
Independence, MO 64051

Re: ITB #22017 Underground Utility Locating and Marking Services

On behalf of USIC, I would like to thank you for the opportunity in providing City of Independence a proposal for the Utility Locating Services. We believe USIC has the technology and staffing capabilities your team is looking for.

In making your decision, we request that you consider the following success factors that USIC brings to the table.

- USIC has a been in business performing locates for 40+ year and has a proven track record with municipalities in protecting their buried assets throughout 45 states (Legacy SM&P)
- USIC is already visiting 100% of the City of Independence tickets for AT&T, Spire gas, Bluebird Tel, and Comcast, therefore we will be able to leave positive response at excavation site (Marked Utility or All Clear Flag) and immediately provide Positive Response to the MO811 One Call
- We Provide City of Independence our web base "Realtime Customer Portal" that will enable City of Independence to quickly view any locate and the history of the locate request plus pictures of locate. Thus, providing City of Independence the ability to Audit USIC any time.
- We offer the leading-edge locating technology tools and larger coverage in the industry.

We would like to thank you again for the opportunity to submit a proposal of services. We are confident that your Selection Team will look closely at the value USIC offers while significantly reducing the risk to the City of Independence infrastructure.

Should you have any questions regarding our proposal, please do not hesitate to contact Edward Dubuc at (608) 335-8945, or via email at edwarddubuc@usicinc.com. We also welcome you to view our website at www.**usicllc.com**

Sincerely,

Edward Dubuc

Edward Dubuc
Business Development Manager
C: 608.335.8945

Section 2

Minimum Vendor Requirements

A. Offerors must have been in business for the last three (3) consecutive years under the current business name, providing the services outlined in this request.

See following page - USIC Company Business 40+ Years

B. Offeror must provide a minimum of five (5) current references, unless currently providing the service for CITY. Include project manager, contact information and length of contract.

See following – References Page

C. Provide a list of all sub-contractors including amount and type of work that will be performed under this Agreement.

No Page for Subcontractor – USIC does not sub-contract work. All work done in house

D. Provide a list any claims, liens or judgments against the company in the past three (3) years.

USIC Answer:

USIC services over 80 million underground utility locates annually across the United States. Hundreds of thousands of underground utility lines are struck by excavators every year, so claims resulting from related damages are a normal part of performing underground utility locating and marking services. Additionally, it is common that excavators, locators, and utility owners are fined, in many states, related to normal locating and excavation practices. No other current litigation to note.

A. USIC Company Business 40+ Years

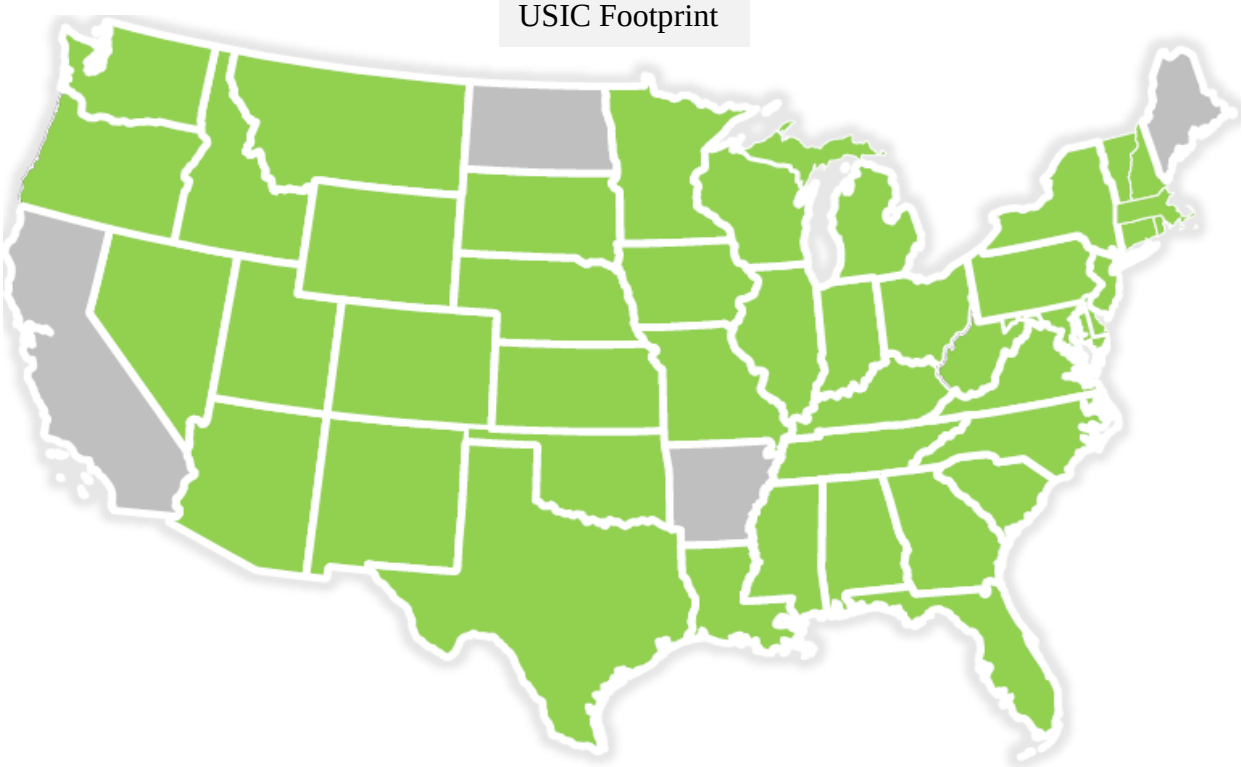
Company Information

USIC Locating Services, Inc., a subsidiary of United States Infrastructure Corporation, is America's leading provider of underground utility locating services, with over 9,500 highly-trained utility locating technicians protecting the assets of over 90% of the Fortune 500 Utility and Telecommunications Companies throughout 45 states and one Canadian province. USIC leads the utility locating industry in volume, accuracy, timeliness, and customer satisfaction.

Through our legacy companies, we have been in the locating business since 1978. In 2008, USIC Locating Services combined the two best brands in the utility locating industry, SM&P Utility Resources and Central Locating Services (CLS), to form the market leader in underground utilities locating and marking services. In 2011, USIC acquired Consolidated Utility Services and further expanded our operating footprint. USIC has a national presence with over 50% market share in the outsourced locating services market. USIC services over 40 million utility locates annually.

Quality of service is of primary importance within USIC.

USIC Footprint



B. USIC CUSTOMER REFERENCES

At USIC, we know our customers are our lifeblood and we take great pride in establishing and maintaining strong customer relationships. We are driven to exceed customer expectations and ensure our customers achieve business success through partnership. As a prospective customer, you can rest assured knowing that USIC will do what it takes to keep you satisfied and will always act with professionalism and integrity. Let us show you why we are the best of the best in the industry.

The following is a list of customer references that would be happy to discuss our partnerships.

Customer	Name	Title	Phone Number	Years Contracted
City of Liberty	Andy Noll	Utilities Director	816-439-4510	4 Yrs.
City of Kansas City	Cedrick Rowan	Director	816-513-1592	10 Yrs.
City of Lee's Summit	DeeDee Tschirhart	Procurement Officer	816- 969-1087	4 Yrs.
AT&T	Roy Rippee	Damage Prevention Manager	314-208-9076	30 Yrs.
Charter	Ky Nichols	Construction Manager	660-654-5297	30 Yrs.

Section 3

Bid Exceptions

USIC Bid Exceptions

Bid Exceptions

USIC understands the requirements of the City of Independence bid language and agree, however, we would like to identify the Exceptions that we will need to take so that USIC is made whole.

1. To build into pricing a project price of $15.00 per ¼ hour to start after 60 minutes of locating time.

   USIC is requiring this since the high number of projects that have been on going in and around the City of Independence. It would be to hard to estimate the total number of additional hours that it will take to properly protect the city utilities.

2. Contract Termination Rights for Convenience. This could be 90 – 120 days day written notice by either party.

   USIC is open to discussing with the city the time limit they would like to have.

Should the City of Independence, MO, have any questions regarding the USIC Bid Exceptions, please contact Edward Dubuc at 608-335-8945 or email at Edwarddubuc@usicllc.com

Respectfully,

Edward Dubuc

Edward Dubuc
Business Development Manager

INFRASTRUCTURE: UNDERSTOOD

(608) 335-8945 mobile
2632 Happy Valley Rd.
Sun Prairei, WI 53590
USICLLC.com | BHUG.com | ReconnUS.com | OnTargetServices.com

Section 4

Proposal
Pricing Page

Underground Utility Locating and Marking Services
Invitation to Bid #22017
Pricing Page

Note: Revised Pricing to Include Project Fee After 60 Minutes

The Offeror agrees to provide all services outlined herein for the firm, fixed prices below.

Year One (04/05/2022 – 03/31/2023)

Per One-Call Ticket within the City of Independence (CDC Code: INDEP01)	$ 22.50 /per ticket
Per One-Call Ticket outside the City of Independence (CDC Code: INDEP02)	$ 8.00 /per ticket
Per One-Call Ticket within the City of Independence (CDC Code: INDEP03)	$ 14.00 /per ticket
Project fee to commence after 60 minutes of locating time	$ 15.00 / per 1/4 hour

Year Two (04/01/2023 – 03/31/2024)

Per One-Call Ticket within the City of Independence (CDC Code: INDEP01)	$ 22.50 /per ticket
Per One-Call Ticket outside the City of Independence (CDC Code: INDEP02)	$ 8.00 /per ticket
Per One-Call Ticket within the City of Independence (CDC Code: INDEP03)	$ 14.00 /per ticket
Project fee to commence after 60 minutes of locating time	$ 15.00 / per 1/4 hour

Year Three (04/01/2024 – 03/31/2025)

Per One-Call Ticket within the City of Independence (CDC Code: INDEP01)	$ 23.87 /per ticket
Per One-Call Ticket outside the City of Independence (CDC Code: INDEP02)	$ 8.24 /per ticket
Per One-Call Ticket within the City of Independence (CDC Code: INDEP03)	$ 14.42 /per ticket
Project fee to commence after 60 minutes of locating time	$ 15.45 / per 1/4 hour

Year Four (04/01/2025 – 03/31/2026)

Per One-Call Ticket within the City of Independence (CDC Code: INDEP01)	$ 23.87 /per ticket
Per One-Call Ticket outside the City of Independence (CDC Code: INDEP02)	$ 8.24 /per ticket
Per One-Call Ticket within the City of Independence (CDC Code: INDEP03)	$ 14.42 /per ticket
Project fee to commence after 60 minutes of locating time	$ 15.45 / per 1/4 hour

Year Five (03/01/2026 – 02/28/2027)

Per One-Call Ticket within the City of Independence (CDC Code: INDEP01)	$ 24.59 /per ticket
Per One-Call Ticket outside the City of Independence (CDC Code: INDEP02)	$ 8.49 /per ticket
Per One-Call Ticket within the City of Independence (CDC Code: INDEP03)	$ 14.85 /per ticket
Project fee to commence after 60 minutes of locating time	$ 15.91 / per 1/4 hour

Authorized Representative: Edward Dubuc / Chuck Adams

Company: USIC Locating Services, LLC

Title: Business Development Manager / Chief Commercial Officer

**Project Rate – Should the locating of the City of Independence owned utilities exceed 60 minutes of locating time Billing at $15.00 per 1/4 hour will commence starting after 60 minutes

Section 5

Entire ITB #22017 Bid Package

(Cover Letter, Pricing, Amendment, etc.)

INDEPENDENCE
MISSOURI

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

Invitation to Bid #22017
UNDERGROUND UTILITY LOCATING
AND MARKING SERVICES
Response Deadline Date and Time: March 18, 2022, 2:00 p.m., Local Time

Deadline for questions is 5:00 p.m. local time on March 11, 2022
Please submit all questions regarding this Invitation to Bid online via www.publicpurchase.com

ATTENTION BIDDER – COMPLETE AND RETURN WITH BID

Bidding Firm USIC Locating Services, LLC (Please print or type) Phone Number 608-335-8945

Address 1644 N Corrington Ave City Kansas City State MO Zip 64120

Name of Authorized Agent Edward Dubuc Email Edwarddubuc@usicllc.com

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

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

General Terms & Conditions and Response Instructions
Invitation to Bid

Response Instructions to Bidder

1. ACCEPTANCE

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

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

2. ITB SOURCE

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

3. QUESTIONS

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

4. DEFINITIONS

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

5. PREPARATION OF BIDS

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

6. ADDENDUM

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

7. BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT

It is the policy of the City of Independence, Missouri, to buy materials, products, supplies, provisions, and other articles produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the state, and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

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

A. The purchase, lease, or contract involves an expenditure of less than $5,000.
B. Only one line of a particular good or product is manufactured, assembled, or produced in the United States.

C. The specified products are not manufactured, assembled, or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
D. Obtaining the specified products manufactured, assembled, or produced in the United States would increase the purchase price by more than 10%
E. To qualify for the preference, bidder shall clearly state in its bid whether the materials quoted were manufactured, assembled, or produced in the United States of America. If multiple items are listed in the ITB, the bidder shall clearly state which items were manufactured, assembled, or produced in the United States of America.

8. LOCAL PREFERENCE POLICY

Licensed businesses operating from a physical address in the City of Independence for a minimum of six (6) months when quality, service and other terms of the purchases are equal to or better than the low bid. The local business shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars ($30,000.00) maximum.

9. EQUAL EMPLOYMENT OPPORTUNITY

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

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

10. ANTI-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.

11. CONFLICT OF INTEREST AND DEBARMENT

By submission of its response, the contractor certifies that:

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

12. SUBMISSION OF BIDS

A. Bids and any modifications (addendum) shall be submitted electronically through www.publicpurchase.com.
B. Telephonic, emailed, paper, or faxed bids will not be considered, unless authorized in the ITB.

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

13. MODIFICATION OR WITHDRAWAL OF BIDS

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

14. LATE BIDS

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

15. QUALIFICATIONS OF BIDDERS

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

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

16. AWARD

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

17. RIGHT OF PROTEST

The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities with a dollar value of $50,000 or less within five (5) business days of a bid opening. For purchases over $50,000, a Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com. Any bid protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor Public Purchase shall be responsible for directly notifying bidders of the Notice of Intent to Award.

Protests must be received in the office of the Procurement Manager and must contain the following information:
A. Company name, address, phone number and signature of the authorized representative;
B. Solicitation number;
C. Detailed statement describing the grounds for the protest; and
D. Supporting evidence or documents to substantiate the claim.

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

18. VENDOR SELF SERVICE (VSS)

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

GENERAL TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of a contract.

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

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

23. SUBCONTRACTS
The contractor shall not execute a contract with any subcontractor to perform any work without the written approval of the City. The contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the contractor as it is for the acts and omissions of persons directly employed by the contractor. The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the conditions shall create any contractual relationship between any subcontractor and the City.

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

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

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

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

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

General Services

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

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

Purchases less than $100,000
(1) General Liability Insurance, with a $500,000 combined single limit.

Purchases $100,000 and over
(1) General liability insurance, with bodily injury and property damage limits of $1,000,000 for each occurrence with a $2,000,000 general aggregate and $2,000,000 products and completed operations aggregate.
(2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of $1,000,000 for each person and $1,000,000 for each accident, and with property damage limits of $1,000,000 for each accident; OR $1,000,000 combined single limits, including bodily injury and property damage.

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

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

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

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

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

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

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

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

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

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

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

36. PRECEDENCE OF DOCUMENTS
The ITB including the terms and conditions, the successful bidder's (contractor) response and written quote, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the ITB and the ITB shall take precedence over the contractor's response and written quote for each project.

1. SUMMARY OF REQUEST

The City desires to contract for necessary labor and equipment to provide locating and marking services for the City's underground facilities in the Contract Service Area in response to locate requests transmitted by the Missouri One-Call System, Inc. (MOCS) program or by City. The initial length of the Agreement is to be one year, with four one-year renewal periods at the option of the City.

2. SCOPE OF WORK

CONTRACTOR will be responsible for receiving locate requests from the Missouri One Call System, Inc. (MOCS) or the City, and providing expert labor, materials, and equipment to mark underground facilities of the City of Independences' three utilities: Power & Light Department (IPL), Water Department (WATER), and Municipal Services (sanitary and storm sewers). These services will be provided in a Contract Service Area that encompasses locations both within and outside the boundaries of the City of Independence, in a manner and within the time frames mandated by Missouri State statutes and this Scope of Work. CITY reserves the right to provide locate services through its employees for the purpose of locating facilities for its own workforce.

A. Responsibilities of Contractor

CONTRACTOR shall furnish all labor, materials and equipment necessary to perform locate services for CITY except for the maps and records to be provided by CITY. CONTRACTOR will provide equipment, personnel, and systems necessary to receive transmittal requests for locates directly from the MOCS Center at no additional cost to CITY.

CONTRACTOR will conduct all locates and markings according to the methods and using the equipment as agreed by the parties. Such methods will be at all times at least equal to the standards of the American Public Works Association's (APWA) Underground Utility Location and Coordination Council.

CONTRACTOR will provide to CITY a list of all personnel assigned to CITY locates, with contact information, and will designate at least one person to be on-call for emergency locates on a twenty-four (24)-hour, 365-day-a-year basis.

Upon receipt of a Request for a Locate, CONTRACTOR will determine whether a field visit to the excavation site and visual examination is required to determine if a conflict exists between the CITY'S facilities and the proposed excavation. If CONTRACTOR determines that no field visit or visual examination is necessary and that no CITY facilities are present at the excavation site, CONTRACTOR will either notify excavator prior to the proposed excavation that CITY'S facilities are not present, and document such notification, or mark the excavation site in a manner to indicate that CITY'S facilities are not present at the proposed excavation site.

If CONTRACTOR determines that there are locatable facilities present at the excavation site, it will indicate the presence of those facilities with appropriate markings in
accordance with the Uniform Color Code of the American Public Works Association and outlined by the "Missouri One-Call System". Those underground facilities NOT present at the site shall be indicated as such by the CONTRACTOR painting either "CLEAR" or "OK" with the appropriate color to notify the excavator.

If CONTRACTOR determines that there are facilities at the excavation site shown on City maps that cannot be located and marked by APWA Council methods, CONTRACTOR will promptly notify CITY, and CITY will be responsible for determining the course of action to be taken. If no course of action is successful, Contractor shall notify, and document such notification, excavator that there are facilities at the excavation site that

cannot be located and any markings provided may not be within the definition of reasonable accuracy. Contractor is not liable for damages to facilities that cannot be located and marked within the definition of reasonable accuracy.

Response to emergency locate requests will be within statutory time limits as set by the State of Missouri.

Any maps and records furnished by CITY pursuant to City's responsibilities shall remain the property of CITY. CONTRACTOR agrees to return all copies of such maps and records to CITY upon CITY'S written request or at the termination of this Agreement. Unless such maps and records were previously known to CONTRACTOR free of any obligation to keep them confidential, are given to CONTRACTOR by a third party not obligated to keep them confidential, or become public without any act or omission of CONTRACTOR, CONTRACTOR agrees to keep such maps and records confidential and shall use such maps and records only in the performance of this Agreement, except upon such terms as may be agreed upon by CITY or as required by law. This obligation of confidentiality shall survive the termination of this Agreement.

CONTRACTOR agrees to provide sufficient personnel to provide locates within the time limit set by Missouri State Statute from receipt of transmission from the MOCS Center.

Damages to Existing Utilities: Cost of repairing any damages to existing utilities within the tolerance zone or work performed without requesting locates shall be the responsibility of the excavator. Cost of repairing damages caused by missed locates (actual utility found outside the tolerance zone) shall be the responsibility of CONTRACTOR.

CONTRACTOR will provide to CITY a monthly verifiable (MOCS compatible) report containing data on total locate requests received, total locates performed per CITY utility unit, locates per geographical area and other reasonable and related information requested by CITY.

CONTRACTOR shall not subcontract the services or any part of the services without the prior written approval of CITY, which approval CITY may choose to withhold in its sole discretion.

CONTRACTOR shall comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder. CONTRACTOR shall comply with all laws, ordinances and regulations of the United States, the state or states where the services are performed, and any unit of local government correctly asserting jurisdiction, applicable to the services (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).

B. Responsibilities of City

CITY agrees to provide CONTRACTOR with available maps and records to assist CONTRACTOR in providing the locate services. Such maps are provided only as assistance in locating City facilities, and City does not warrant their accuracy. CONTRACTOR shall not base locate services solely on these documents.

CITY will pay CONTRACTOR for the locate services in accordance with the provisions set out in the Pricing Section of this Request for Proposal and in the amount submitted by CONTRACTOR in its proposal or as negotiated by the parties.

3. PRICING

CDC Code: INDEP01: The "within the City" price shown below is the complete cost for each Missouri One-Call System (MOCS) request (one-call ticket), and includes all locate and marking services for any and all City utility facilities (Electric, Water, Water Pollution Control, fiber optics, traffic signals) at any one location. This price also includes time and services necessary for special situations such as emergency locates, visual examinations, site

surveillance, project locates, and all other services connected with each MOCS request, whether or not they are identified in the Agreement. Per One-Call locate (within 15 calendar days) within the City of Independence.

CDC Code: INDEP02: The Water Department serves customers outside the boundaries of the City of Independence, where the other City utilities do not have buried facilities. The "outside the City" costs are the complete costs for all services for each MOCS request that pertains to these water utility facility locations, and are inclusive of all the same special situations (emergency locates, visual examinations, site surveillance, etc.) as the within-the-City prices. Locate service for water facilities shall include the water main and all service lines within the prescribed area from the water main to the water curb box or water meter if the meter is located outside the premise. If no water curb box can be found and no water meter is outside the premise, the service line shall be located from the water main to the street right-of-way line. All specifications, terms, and conditions, other than pricing, remain as set out in the Agreement.

CDC Code: INDEP03: The "within the City" price shown below is the complete cost for each Missouri One-Call System (MOCS) request (one-call ticket) that only includes locate and marking services for City utility fiber optics at any one location. This price also includes time and services necessary for special situations such as emergency locates, visual examinations, site surveillance, project locates, and all other services connected with each MOCS request, whether or not they are identified in the Agreement. Per One-Call locate (within 15 calendar days) within the City of Independence.

Contractor shall state pricing in their proposal as follows (See pricing page):

Per One-Call Ticket within the City of Independence (CDC Code: INDEP01)	$xx.xx
Per One-Call Ticket outside the City of Independence (CDC Code: INDEP02)	$xx.xx
Per One-Call Ticket within the City of Independence (CDC Code: INDEP03)	$xx.xx

Invoicing procedure is outlined in the Terms and Conditions.

All invoices shall provide, at a minimum, the following information:

- Department requesting the service (IPL, WATER, MUNICIPAL SERVICES)
- Invoice identification number
- Date each locate request was received
- Source of the locate (MOCS or CITY)
- Address for the locate
- Date locate performed
- Number of locate requests
- Total of facilities actually marked for the requesting department (IPL, WATER, MUNICIPAL SERVICES)
- Total number of tickets closed – "Cleared/ No conflict"
- Total number of tickets closed for the reporting period
- Total cost for all locates performed

The Department contacts are as follows:

IPL – Paul Biesemeyer or designee
Water – Matt Say or designee
Municipal Services – Connie Phipps or Meghan McMillin

4. MINIMUM VENDOR REQUIREMENTS

A. Offerors must have been in business for the last three (3) consecutive years under the current business name, providing the services outlined in this request..

B. Offeror must provide a minimum of five (5) current references, unless currently providing the service for CITY. Include project manager, contact information and length of contract.

C. Provide a list of all sub-contractors including amount and type of work that will be performed under this Agreement.

D. Provide a list any claims, liens or judgments against the company in the past three (3) years.

5. BID SUBMISSION REQUIREMENTS

The Offeror shall submit the following information/documents as part of the bid:

A. Cover Sheet, completed and signed;

B. All information requested in Section 4 – Minimum Vendor Requirements;

C. Pricing Pages;

6. AGREEMENT PERIOD AND RENEWAL OPTIONS

The effective date of this agreement shall be April 5, 2022 through March 31, 2023. The agreement may be renewed for four (4), one-year periods.

7. MISCELLANEOUS

A. This is a formal bid. Formal insurance requirements shall apply (see Terms & Conditions).

B. Any exceptions to the bid requirements must be noted as part of the bid in writing. Submit a separate page that clearly describes the exceptions.

C. Deadline for questions is 2:00 PM on March 11, 2022. All questions must be submitted on www.publicpurchase.com.

D. Bids must be received by 2:00 PM local time on March 18, 2022, through Public Purchase, at which time a public bid opening will be held. No bids will be received after this date and time, under any circumstances.

E. List a contact person for questions with your bid submittal.

F. Bid results will not be provided over the phone. After the public bid opening, no pricing information will be provided until a Notice of Intent to Award has been posted on Public Purchase. A bid tabulation will be posted with the Notice of Intent.

G. The bid document, successful bidder's (Contractor) response, and purchase order shall constitute the entire agreement. In case of a discrepancy, the purchase order shall take precedence over the bid document and the bid document shall take precedence over the Contractor's response. This Agreement may be supplemented, amended or revised only by a written modification that is signed by each party.

Underground Utility Locating and Marking Services
Invitation to Bid #22017
Pricing Page

Note: Revised Pricing to Include Project Fee After 60 Minutes

The Offeror agrees to provide all services outlined herein for the firm, fixed prices below.

Year One (04/05/2022 – 03/31/2023)

Per One-Call Ticket within the City of Independence (CDC Code: INDEP01)	$ 22.50 /per ticket
Per One-Call Ticket outside the City of Independence (CDC Code: INDEP02)	$ 8.00 /per ticket
Per One-Call Ticket within the City of Independence (CDC Code: INDEP03)	$ 14.00 /per ticket
Project fee to commence after 60 minutes of locating time	$ 15.00 / per 1/4 hour

Year Two (04/01/2023 – 03/31/2024)

Per One-Call Ticket within the City of Independence (CDC Code: INDEP01)	$ 22.50 /per ticket
Per One-Call Ticket outside the City of Independence (CDC Code: INDEP02)	$ 8.00 /per ticket
Per One-Call Ticket within the City of Independence (CDC Code: INDEP03)	$ 14.00 /per ticket
Project fee to commence after 60 minutes of locating time	$ 15.00 / per 1/4 hour

Year Three (04/01/2024 – 03/31/2025)

Per One-Call Ticket within the City of Independence (CDC Code: INDEP01)	$ 23.87 /per ticket
Per One-Call Ticket outside the City of Independence (CDC Code: INDEP02)	$ 8.24 /per ticket
Per One-Call Ticket within the City of Independence (CDC Code: INDEP03)	$ 14.42 /per ticket
Project fee to commence after 60 minutes of locating time	$ 15.45 / per 1/4 hour

Year Four (04/01/2025 – 03/31/2026)

Per One-Call Ticket within the City of Independence (CDC Code: INDEP01)	$ 23.87 /per ticket
Per One-Call Ticket outside the City of Independence (CDC Code: INDEP02)	$ 8.24 /per ticket
Per One-Call Ticket within the City of Independence (CDC Code: INDEP03)	$ 14.42 /per ticket
Project fee to commence after 60 minutes of locating time	$ 15.45 / per 1/4 hour

Year Five (03/01/2026 – 02/28/2027)

Per One-Call Ticket within the City of Independence (CDC Code: INDEP01)	$ 24.59 /per ticket
Per One-Call Ticket outside the City of Independence (CDC Code: INDEP02)	$ 8.49 /per ticket
Per One-Call Ticket within the City of Independence (CDC Code: INDEP03)	$ 14.85 /per ticket
Project fee to commence after 60 minutes of locating time	$ 15.91 / per 1/4 hour

Authorized Representative: Edward Dubuc / Chuck Adams

Company: USIC Locating Services, LLC

Title: Business Development Manager / Chief Commercial Officer

**Project Rate – Should the locating of the City of Independence owned utilities exceed 60 minutes of locating time Billing at $15.00 per 1/4 hour will commence starting after 60 minutes

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

Addendum: 1 Dated: March 18, 2022

Underground Utility Locating and Marking Services – Invitation To Bid (ITB) #22017

The purpose of this addendum is to change the closing date of this bid from March 18, 2022 to 2:00 p.m., Local Time, on March 23, 2022. All other specifications remain the same.

Richelieu M. Sese, CPPB
Contract & Bids Administrator

Section 6

Affidavit - Non-Collusion for ITB-vendor

AFFIDAVIT

STATE OF Indiana)
) SS.
COUNTY OF Marion)

Sean Lepsky of the City of Indianapolis

, County of Marion, State of Indiana,

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

1. That I am the Director (Title of Affiant) of USIC Locating Services, LLC (Name of Bidder) and have been authorized by said bidder to make this affidavit on the bidder'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 bidder is offering to sell to the City pursuant to this invitation, nor is the bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit bids or the selection of the successful bidder;

3. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation; and

4. Bidder is responsible for submitting with his or her bid 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 invitation; 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.

USIC Locating Services, LLC (Name of Bidder)

By: [signature] (Signature of Affiant)

Director (Title of Affiant)

Subscribed and sworn to before me this 18 day of March, 2022.

(SEAL)

ROBIN VICTORIA LOH
Notary Public, State of Indiana
Hamilton County
Commission # 669762
My Commission Expires
June 29, 2023

NOTARY PUBLIC in and for the County of Marion

State of Indiana

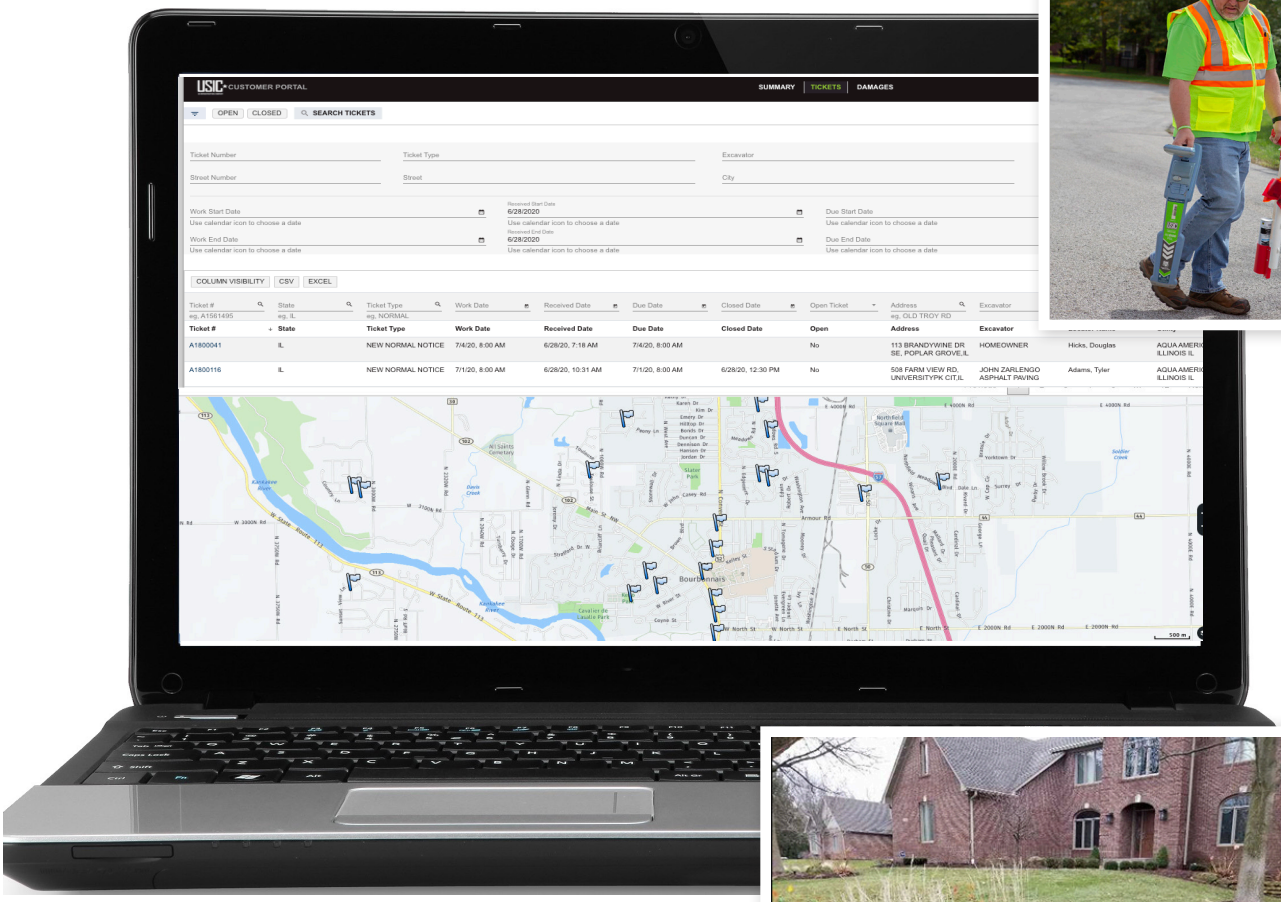
My commission expires:

6/29/23

Section 7

USIC "Real-Time" Customer Portal

DAMAGE PREVENTION
CUSTOMER PORTAL



Looking for a status on a ticket? Do you need to see post locate photos? Need to see what tickets have been completed and generate a report?
All of your information is just a click away.

ALL OF YOUR INFORMATION IS JUST A FEW CLICKS AWAY

USIC, leader in Damage Prevention also delivers world class technology to help our customers interact with their data. The USIC Customer Portal is designed to give customers access to ticket information anytime they need it – on their desktops and mobile devices. Our Portal technology lets you view and search for tickets in few easy steps.

USIC
US INFRASTRUCTURE COMPANY

USIC Works for YOU

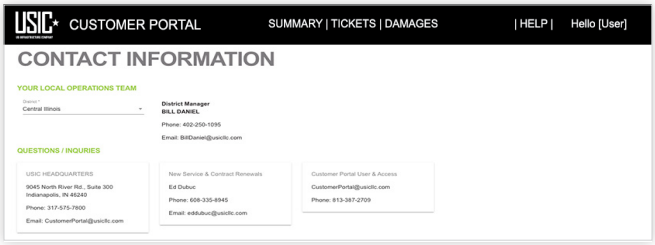
USIC works for YOU. From local infrastructure to national networks, we protect underground utilities across the country - keeping you connected to your customers and keeping the public safe. Your communities are our communities. Our mission is to deliver quality, efficient, safe, and innovative solutions to protect our partner's infrastructure and critical assets.

811 Know what's below. Call before you dig.

USICLLC.com

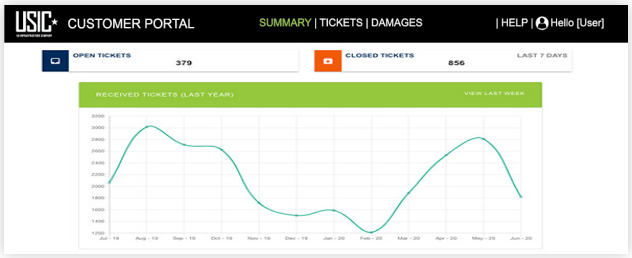
CUSTOMER PORTAL

USIC'S CUSTOMER PORTAL TECHNOLOGY LETS YOU SEARCH, REVIEW, VIEW POST LOCATE PHOTOS & DOCUMENTATION, & LETS YOU DOWNLOAD TICKET INFORMATION IN A FEW EASY STEPS.



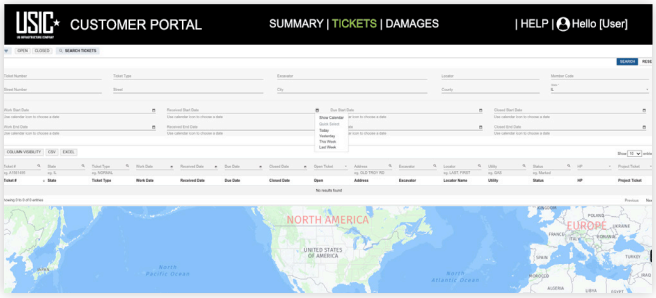
USIC CONTACTS

- Provides quick reference to your USIC Operational & Corporate Contacts
- USIC Dispatch available 24/7, 365 days. USIC is always ready to take your call



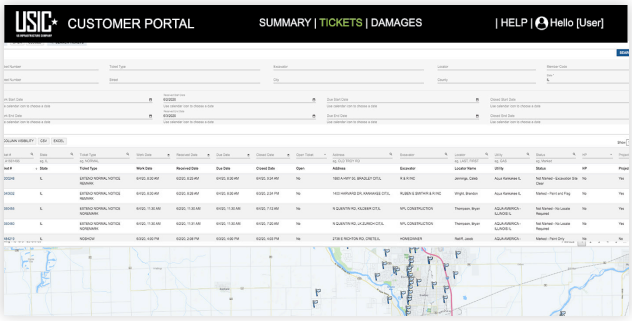
TICKET SUMMARY

- Quickly identify number of all open tickets and tickets closed in past 7 days
- Annual ticket receipt summary to show high and low months throughout the year



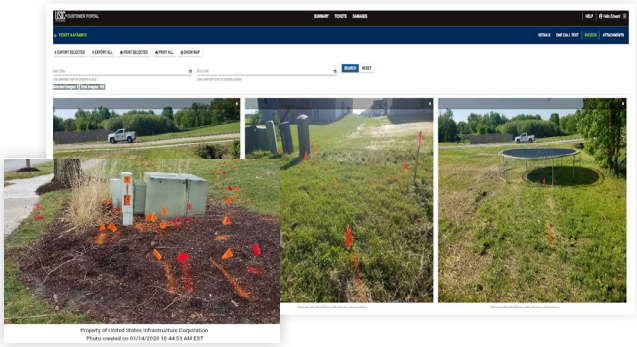
TICKET DETAILS SEARCH FUNCTIONALITY

- Search for tickets by: Work Date, Received Date or Closed Start End Date
- Ability to Query Tickets by: City, County, State, Excavator, Work Type and more



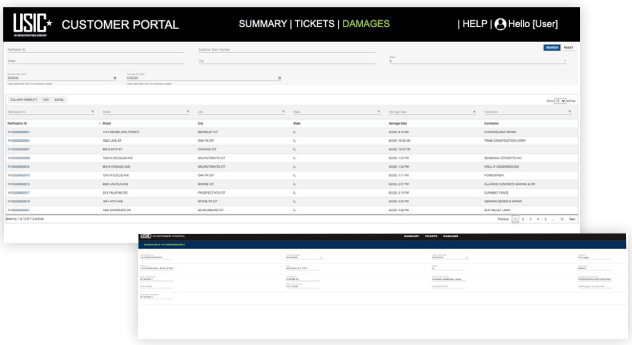
TICKET SEARCH RESULTS

- High Level Quick View of detailed information up to 100 tickets per page
- Interactive map shows flag and ticket information of exactly where the work is being performed



TICKET POST LOCATE PHOTOS

- Displays thumbnail of all photos associated with ticket
- Each photo can be viewed in larger format with secure database date and time stamp
- All photos and information are exportable



DAMAGE NOTIFICATIONS

- You can view these tickets within the Damage Notifications section
- "Damage Info" tab will appear with multiple tabs to choose from

If you have questions or need access to USIC's Customer Portal, email: CustomerPortal@USICLLC.com

DigCheck Powered by USIC

SAVE TIME & MONEY RIGHT FROM THE FIELD
TO FIND OUT MORE, VISIT:
USICLLC.COM/TECHNOLOGY

Google play
Available on the App Store

Section 8

Executive Summary

Executive Summary

Thank you for allowing USIC Locating Services the opportunity to participate in the City of Independence bid for the utility locating work. We are 100% committed to meeting City of Independence expectations and we fully understand the scope and importance of taking on this work.

Accountability / Auditable - By selecting USIC Locating Services, City of Independence will have the assurance that they are partnering with a creditable and honorable utility locating company that provides the highest level of dedication, leading edge technology combined with full transparency to what our technicians are doing in the field. We will do this by providing City of Independence access directly into our database by way of our propriety "Real-Time Customer Portal" and our "Dig Check" software. City of Independence will be able to audit our performance any time of the day which allows you to manage us if you so desire. No longer will the City of Independence team have to wait until they receive the billing to see what the locating vendor has performed with the wonder if they actually responded etc. We provide your team factual data.

Managing the Fundamentals of Locating - Every day, with every locate, we concentrate on making the four fundamentals work together flawlessly. As a result, we're more efficient—and WCSD can be better assured of both cost effectiveness *and* superior service. The four fundamentals are:

1. Safety Management - 'Safety First' is one of the most critical fundamentals. Our Locators are continuously trained on new and better ways to be both safe *and* productive. The result: a strong record of safe performance, day in and day out.

2. Quality Assurance and Damage Protection - What does it take to be a leader in the locating industry? At the center is a commitment to quality and damage protection that is, quite simply, unprecedented. That's why we lead our industry in infrastructure protection, with 99.97% of USIC located tickets resulting in no locate-related damage.

3. On-time Performance - Our goal is be 100% on-time all day, every day. It is what you would expect from a professional locating company; and it is what we strive for on every locate.

4. Efficiency - Through our density model (multiple customers at one job site mean the lowest total cost of infrastructure protection for you) we spend less time driving and more time locating. That makes everything we do on your behalf more efficient and cost effective.

Career-minded Professionals - It isn't easy becoming a USIC Locate Technician. In fact, only one in 10 applicants qualify for our training program, and not everyone makes it to graduation. We demand excellence from our employees, because that is what our customer's demand of USIC. For those ready to step up to the challenge, there is no better place to work. At USIC, we build careers.

Once the initial training is over, we continue to advance our Locators' skills through mentorship programs, continuous education, supervisor ride-a-longs and much more.

We continually assess the progress of our Locators, for two important reasons. First, we want to ensure that every Locator is doing everything possible to live up to the commitments we make to our customers. Second, we are nurturing management potential. You may be surprised to learn that 80% of our Supervisors were once Locators. We attract the best talent in the business, and we keep them.

Closing Statement

We are 100% committed to providing the best service to City of Independence and can firmly state that we have everything in-line to meet all the locating requirements. We are whole heartily asking City of Independence to provide us the opportunity to show your team that USIC is and will be the right professional locating team to go with. We look forward to your answer.

Kind Regards,

Edward Dubuc

Live the SAFE-LIFE!

Edward Dubuc
Business Development Manager
O/C: 608.335.8945

2632 Happy Valley Road
Sun Prairie, WI 53590
USICLLC.COM

USIC PROTECTING INFRASTRUCTURE

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
Council action is requested to issue a $1,300,000 purchase order and to authorize change orders of up to ten percent (10%) of the authorized amount, for fiscal year 2026-2027 to John Moore Oil Company for fuel oil purchases for the Power & Light Department (IPL). **Approved**

Recommendations:
Council approval is recommended.

Background:
Deliveries of fuel oil are needed from time to time for Substations I & J. These expenditures are being used to replace fuel that is burned to support generation requests for the Southwest Power Pool, of which IPL is a member. This is a routine expense for the Purchased Power Division of IPL.

The City's primary fuel oil supplier is Frazier Oil Company, currently contracted for fuel deliveries. During extreme weather periods when generation units run longer than is typical, a supplemental supplier may become necessary. John Moore Oil will supply supplemental oil as required to allow IPL to continue running units as required by SPP.

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 to the City totals $1,430,000, including contingency. Funding for the fuel oil is included in the fiscal year 2026-2027 proposed budget, page 213, account number (0206145-5309), Purchased Power – Other Operating Supplies, 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. John Moore Oil Procurement Approval Memo for FY 26-27.
2. Director's Approval Sole Source Justification Form for John Moore Oil for FY 26-27
3. 2025-2026 fuel delivery - John MooreOil

INDEPENDENCE
★ FINANCE & ADMINISTRATION ★

DATE: June 24, 2026
TO: Joe Heggendeffer, Director of IPL
CC: Melissa Cabrera, Director of Finance
FROM: Richelieu (Rich) M. Sese, Procurement Manager
SUBJECT: John Moore Fuel Oil Council Item

When reviewing the Procurement Source Justification form for the John Moore Oil Company item, the verbiage in the Other box said "is only available through a directed source based on availability to load the order on the days needed". The background to the items says:

"The City initially goes to Frazier Oil Company, who the City is currently contracted with for fuel deliveries. When substations run for more hours than typical, due to extreme weather periods (above which Frazier can support), IPL must purchase quantities from Moore or shut units off. Sometimes it's not the quantity of fuel being ordered, but sometimes the timing of when the fuel oil can be delivered. Those are the times John Moore Oil Company makes deliveries".

It may be considered semantics, but John Moore Oil Company would be a limited versus sole source supplier, based on their availability to deliver on a timely basis. Our form is titled "For Sole Source or Emergency Purchases….". Revision of our forms is a future goal.

City Code Sec. 8.06.004 - When competitive bidding is not required says "In the following cases, competitive bidding shall not be required if, in the judgment of the Procurement Manager, a lower price cannot be obtained by requiring competitive bids:" Sec. 8.06.004.2 continues on to say "Where there is only a sole source that possesses the unique and singularly available capability to meet the requirement of the procurement as determined by the Procurement Manager; or a single source that is proprietary to existing commodities, equipment , or services as determined by the Procurement Manager".

Based upon City Code, in my capacity as the Procurement Manager, I'm providing input stating John Moore Oil Company is the firm that has the singularly available capabilities to meet the on call fuel oil delivery services. In your capacity as the Director of IPL, this memo is provided to put focus on the portion of code allows us to ask Council for approval of this item.

Richelieu (Rich) M. Sese, NIGP-CPP, CPPB
Procurement Manager

CC: Melissa Cabrera, Director of Finance

From:	Joseph Hegendeffer
To:	Lisa Bateman
Cc:	Elaine Kaifes; Toby Grogan; Khristina Irvine
Subject:	RE: Approval Requested - Sole Source Justification Form for John Moore Oil for FY 26-27
Date:	Tuesday, June 16, 2026 9:39:02 AM
Attachments:	image002.png image003.png

I approve. Thanks

Joe Hegendeffer
Director

O - 816.325.7494
jhegendeffer@indepmo.org

20201 E Jackson Dr.
Independence MO 64057

From: Lisa Bateman <lbateman@indepmo.org>
Sent: Tuesday, June 16, 2026 8:51 AM
To: Joseph Hegendeffer <jhegendeffer@indepmo.org>
Cc: Elaine Kaifes <ekaifes@indepmo.org>; Toby Grogan <tgrogan@indepmo.org>; Khristina Irvine <kirvine@indepmo.org>
Subject: Approval Requested - Sole Source Justification Form for John Moore Oil for FY 26-27

Joe,

Attached is the Sole Source Justification form for FY 26-27 Blanket PO for John Moore Oil. Please review and approve, thanks!

Lisa Bateman
Utility Data Specialist

O – 816-325-7512

lbateman@indepmo.org

21500 E Truman Rd.
Independence, MO 64051

delivery date	load time	location	BOL	#1 Fuel Oil	DT	GROSS	NET	Amount	Vendor	Invoice
1/22/2026	16:05	Sub H	115372			5978	6022	15091.13	Moore	18923
1/22/2026	17:52	Sub H	2819660	YES		6014	6073	17550.97	Moore	18923
1/23/2026	18:56	Sub H	115512			6022	6088	14885.16	Moore	18924
1/23/2026	16:23	Sub H	115504			5984	6059	14814.26	Moore	18924
1/23/2026	16:42	Sub H	115506			6021	6083	14872.94	Moore	18924
1/26/2026	15:46	Sub I	115684			6021	6097	15327.86	Moore	18944
1/26/2026	17:52	Sub I	115701			6020	6096	15325.34	Moore	18944
1/27/2026	14:52	Sub I	115844			6016	6089	15027.65	Moore	18974
1/27/2026	10:39	Sub I	978584			5967	6021	14859.83	Moore	18974
1/27/2026	11:43	Sub I	978597			4501	4541	11207.19	Moore	18974
1/27/2026	1:50	Sub I	978608			6017	6074	14990.63	Moore	18974
1/28/2026	16:25	Sub J	115991			5971	6021	15197.00	Moore	18972
1/28/2026	11:57	Sub I	115966			5996	6049	15267.68	Moore	18973
1/28/2026	13:45	Sub I	115979			6020	6072	15325.73	Moore	18973
1/28/2026	14:35	Sub I	115982			5795	5844	14750.26	Moore	18973
1/28/2026	15:40	Sub I	115988			6020	6070	15320.68	Moore	18973
1/31/2026	14:24	Sub I	116305			5995	6060	15756.00	Moore	18985
1/31/2026	15:03	Sub I	116307			5949	6009	15623.40	Moore	18985
2/1/2026	11:48	Sub I	116354			5998	6056	15745.60	Moore	18986
2/1/2026	11:56	Sub I	116356			6017	6074	15792.40	Moore	18986
2/1/2026	13:01	Sub I	116361			5953	6011	15628.60	Moore	18986
2/1/2026	14:51	Sub I	116368			5955	6012	15631.20	Moore	18986
2/1/2026	16:38	Sub I	116371			5980	6036	15693.60	Moore	18986
2/1/2026	18:20	Sub I	116374			5981	6038	15698.80	Moore	18986
2/2/2026	16:22	Sub H	116473			5972	6026	15667.60	Moore	18988
2/2/2026	18:34	Sub H	116479			5972	6028	15672.80	Moore	18988
2/2/2026	14:01	Sub I	116465			5949	6003	15607.80	Moore	18987
2/2/2026	15:26	Sub I	116471			6020	6072	15787.20	Moore	18987
2/2/2026	14:50	Sub J	2822392			5599	5674	14752.40	Moore	18989
2/2/2026	17:10	Sub J	116475			5605	5657	14708.20	Moore	18989
2/5/2026	14:23	Sub H	116833			5954	6005	15534.94	Moore	19017
2/5/2026	12:25	Sub I	981132			5972	6018	15568.57	Moore	19018
2/5/2026	14:34	Sub I	116834			5975	6028	15594.44	Moore	19018
6/9/2026	14:59	Sub I	129650			5959	5914	21467.82	Moore	19741
6/9/2026	16:47	Sub I	129658			5971	5924	21504.12	Moore	19741
6/9/2026	16:57	Sub I	129659			5956	5913	21464.19	Moore	19741
6/10/2026	13:07	Sub I	129777			5624	5580	19976.40	Moore	19742
6/10/2026	10:15	Sub I	129742			5959	5916	21179.28	Moore	19742
6/18/2026	13:05	Sub I	130587			6018	5969	19775.30	Moore	19822
6/18/2026	13:10	Sub I	130589			5994	5949	19709.04	Moore	19822
6/18/2026	14:54	Sub I	2859862			6013	5967		Moore	
					Totals	**257713**	**259415**	**$ 684,652.84**		

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Professional Turf Products in the amount of $154,579.25, for a Toro Groundmaster 5900 Mower for the Parks and Recreation Department. **Approved**

Recommendations:

Council approval is recommended.

Background:

The Parks & Recreation Department is responsible for maintaining 984 acres of park property. A large size mower, like the Toro Groundmaster 5900, which has a sixteen-foot cutting width, helps maintain large areas more efficiently. The Groundmaster 5900 is replacing a similar mower which was purchased in 2018 and is nearing the end of its life expectancy. This mower is used daily through the mowing season.

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

This will be purchased using Sourcewell Contract #112624. Per section 8.06.004, Paragraph 4, of the City Code states competitive bidding is not required when purchases are made through a cooperative contractor established by a government purchasing entity or cooperative. The cooperative bids used have been established pursuant to RSMo.70.220 or generally accepted purchasing practices through the competitive bidding process.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City totals $170,037.18, including contingency. Funding is included in the FY2026-27 Budget on page 121 from the Parks & Recreation Capital Projects Fund, account 0597059-5404.

Council Action:

Department / Contact Parks, Recreation and Tourism /

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. City of Independence_Toro GM5900 Proposal_6.5.2026
2. Toro Sourcewell Contract 112624

Professional Turf Products, L.P.
10935 Eicher Dr.
Lenexa, Kansas 66219
Mark Newton, CGCS
(913) 449-8238
newtonm@proturf.com

TORO. Count on it.

Ship To	**City of Independence - Parks & Rec.**	Date:	6/5/2026
Quotation	SOURCEWELL (CONTRACT #112624)	Estimated Tax Rate	0.000%
Contact	Willie Feltrop		
Address	100 N. Pearl Independence, MO 64052		
		Finance	PNC Equipment Finance
Phone	(816) 447 2740	Account Type	CONTRACT
Email	wfeltrop@indepmo.org	CPQ: ID	04480088
Comments:	Proposal based under the Sourcewell Contract #112624-TTC; Participating Agency with the City of Independence #38294. Financing estimates provided by PNC Equipment Finance based on a Conditional Sales Contract (CSC). Quote inclusive of all necessary setup and destination. Any and all applicable property/sales tax not included.		

Finance Proposal (Includes Destination)

Qty	*Model #*	*Description*	*36 Month*	*48 Month*	*60 Month*	*Selling Price*
1	31698	Toro Groundsmaster 5900 (T4)				
10	93-5973	10 Inch Foam Filled Caster Wheel Assembly				
1	44958	MVP Kit 1000 Hour (PX Hydraulic Fluid - September 12, 2018 And Up)				
1	30669	Universal Sunshade, White				
1	03247	Operator Cooling Fan				
1	03248	Universal Sunshade Switch Panel				
1	138-3002	Power Harness Kit				
1	DEST	Destination				
CSC		**Toro Groundsmaster 5900 (T4)**	**$ 4,737.85**	**$ 3,665.07**	**$ 3,025.12**	**$ 154,579.25**

Monthly Payments	$ 4,737.85	$ 3,665.07	$ 3,025.12	**$ 154,579.25**
Tax (Estimated)	$ -	$ -	$ -	**$ -**
TOTAL	**$ 4,737.85**	**$ 3,665.07**	**$ 3,025.12**	**$ 154,579.25**

Comments:
For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:
1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:
1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
A. PTP will work with third party financial institutions to secure leases when requested to do so.
B. When using third party financiers, documentation fees & advance payments may be required.
C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ **Date:** _____

Confidential Property of Professional Turf Products

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MASTER AGREEMENT #112624
CATEGORY: Grounds Maintenance Equipment and Related Attachments
SUPPLIER: The Toro Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420-1196 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances. To be effective, additional extensions must be in writing and agreed upon by all parties.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:

   a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;

   b) Irrigation and aeration equipment, systems, parts, and installation; and

   c) Beach and waterfront maintenance equipment and accessories.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier, as such relates to these licenses.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for undisputed unpaid or undisputed underpaid Administrative Fees due under this Agreement. Failure to remit an undisputed payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices directly relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell or Supplier to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, directly arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees, unless such claim or cause of action is the result of the negligence of Sourcewell or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by a defect in design, condition, or performance

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of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

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court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

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subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	The Toro Company
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Brooke Carey 1279DCB06D184BD...
By: _____	By: _____
Jeremy Schwartz	Brooke Carey
Title: Chief Procurement Officer	Title: Federal Contracts Manager
Date: 1/30/2025 | 6:43 PM CST	Date: 1/30/2025 | 2:12 PM CST

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name:	The Toro Company
Does your company conduct business under any other name? If yes, please state:	Toro
Address:	8111 Lyndale Ave S Bloomington, Minnesota 55420
Contact:	Ryan Miller
Email:	ryan.miller@toro.com
Phone:	330-642-7130
HST#:	41-1953040

Submission Details

Created On:	Monday October 14, 2024 11:17:32
Submitted On:	Tuesday November 26, 2024 12:27:02
Submitted By:	Ryan Miller
Email:	ryan.miller@toro.com
Transaction #:	f0bca2a0-3d9e-45a8-8231-280b53539d39
Submitter's IP Address:	24.239.253.93

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	The Toro Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	The Toro Company will execute the Master Agreement and use local distributor/dealers for the performance.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1ZCN0	*
5	Provide your NAICS code applicable to Solutions proposed.	333112	
6	Proposer Physical Address:	8111 Lyndale Avenue South Bloomington, MN 55420-1196	*
7	Proposer website address (or addresses):	www.toro.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Edric Funk Group VP, Golf, Grounds, & Irrigation Edric.Funk@Toro.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Miller Government Contract Manager ryan.miller@toro.com 330-749-9957	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	In the event Ryan Miller cannot be reached, please email ToroGOV@toro.com.	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis. We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites. Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world. The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Minnesota, Ohio, Virginia, and Ontario Canada. Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of dealers for our Landscape Contractor, Siteworks Systems, Irrigation, BOSS, and Ventrac product lines.	*
12	What are your company's expectations in the event of an award?	Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes. We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment. Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals. For fiscal year 2023, The Toro Company achieved $4.55 billion in net sales (a 1.0% increase over fiscal year 2022), and $443.5 million in adjusted net earnings. See attached 2023_financial_summary taken from The Toro Company's 2023 Annual Report, which is publicly available on the Toro website.	*
14	What is your US market share for the Solutions that you are proposing?	As we are a publicly-traded Company, Toro considers information about specific market share confidential. However, below is a representation of The Toro Company revenue available in our 2023 Annual Report. Professional 81% / Residential 19% Equipment 89% / Irrigation 11% United States 79% / International 21%	*
15	What is your Canadian market share for the Solutions that you are proposing?	As we are a publicly-traded Company, Toro considers information about specific market share confidential.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	There are none.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Toro Company would best be described as a manufacturer. As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers. For our Commercial Division, which accounts for the majority of our Government Contracts business, we have 23 distributors throughout the United States and Canada with many satellite offices to meet member needs. They have protected territories, which allows them to make significant investments in their facilities and people to support the equipment and services they provide. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. The other brands that round out our portfolio offering also use a network of independent dealers throughout the US and Canada. These networks are not exclusive the way our Commercial Distributors are. They will handle all sales, order processing, billing, and service work for the product lines they carry.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electro-magnetic compatibility) regulatory arrangements. The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporatedin Delaware:Arkansas, California, Colorado, Florida, Hawaii, Indiana, Iowa, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, New Jersey, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin. Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate. In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Toro has no suspension or disbarments to disclose.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Fortune World's Most Admired Companies The Toro Company was recognized by Fortune Magazine as one of the World's Most Admired Companies for 2024. Ranking fifth in the construction and farm machinery category, this achievement reflects The Toro Company's ongoing commitment to excellence and innovation. Newsweek World's Most Trustworthy Companies Built around a culture of integrity and caring relationships, The Toro Company was named one of the World's Most Trustworthy Companies for 2023 by Newsweek. This recognition highlights the company's commitment to enriching the lives, communities and industries we serve by providing innovative solutions customers can trust. EPA WaterSense® 2023 Excellence Award In 2023, The Toro Company received its 9th consecutive Water Excellence Award from the U.S. Environmental Protection Agency (EPA). This prestigious award recognizes companies that demonstrate a commitment to promoting water efficiency and reducing waste. WaterSense, a voluntary partnership program sponsored by EPA, is both a label for water-efficient products, programs and homes, and a resource for helping consumers learn ways to save water. Underground Construction Technology Association Community Impact Award The Underground Construction Technology Association recognized Ditch Witch, a division of The Toro Company, with the Community Impact Award in 2023 for helping to establish and facilitate water infrastructure across Africa. Worth Magazine Most Sustainable Companies 2022 In 2022, Worth Magazine identified The Toro Company as one of ten global companies across a broad range of sectors that has made sustainability part of its DNA and having an impact. Instrumental to this recognition is Toro's efforts in water stewardship and

		electrification. The company's advanced irrigation and water management systems increase efficiency and sustainable water withdrawal for some of the world's most renowned golf courses, sports fields, greenspaces, and essential agricultural acreages. Toro has also continued to expand its suite of battery-electric and smart-connected solutions with a focus on energy efficiency, labor optimization and improved productivity. FOCUS ON ENERGY® 2022 Energy Efficiency Excellence Award for the Tomah Facility In 2022, The Toro Company facility in Tomah, Wisconsin, received the Energy Efficiency Excellence Award from Focus on Energy for reducing energy waste and environmental impact. Through a 20-year partnership with Focus on Energy, The Toro Company has worked to advance the energy efficiency of operating equipment and manufacturing processes to support Focus on Energy's commitment to eliminate energy waste in Wisconsin. Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground Innovative Iron Awards, 2020 The Toro e-DingoSelected as a "game-changer" for its zero emissions and lithium-ion battery. Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall. Rental Magazine 2020 Editor's Choice Award The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software. Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike. Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders. The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers.	*
21	What percentage of your sales are to the governmental sector in the past three years?	As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue available in our 2023 Annual Report. Professional 81% / Residential 19% Equipment 89% / Irrigation 11% United States 79% / International 21%	*
22	What percentage of your sales are to the education sector in the past three years?	As we are a publicly-traded Company, Toro considers information about our customers confidential.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	State Contracts - AK, HI, KS, KY, MO, MT, NE, NM, RI, SD, WV, WI, MA, NY, VA. Many of our Distributor partners hold additional state and local contracts directly. Cooperative Contracts - Sourcewell, OMNIA Partners, Kinetic, GovMVMT Sourcewell - 2021 - $12mil / 2022 - $30 mil / 2023 - $41 mil As we are a publicly traded Company, the detailed sales information for our other contract partners is considered confidential.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Contract # 47QSMS25D000U	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Cedar Rapids	Joy Huber	319-286-5886	*
Sarasota County General Services Letter Attached - 'Sarasota_Reference'	Erinn DeJonge	941-861-0733	*
Town of Markham	Albert Chan	905-477-2700; 2041	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, BOSS, and Ventrac products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcewell.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our network of authorized sellers is the connection between Toro and the end-user customer. Most of our distributors and dealers are privately-owned companies. The sales managers of these companies lead a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of Commercial Distributors. The local Distributor can also be found by visiting comm.toro.com/lookup and entering a ZIP code. Due to the size of the dealer networks for our other brands and divisions, which is in the thousands, local dealers can be found by visiting their respective dealer locator tools online. Dealer locator tools – BOSS - www.bossplow.com/en/Locator Golf Irrigation - www.toro.com/en/Locator – Select: Golf > Irrigation RESCOM Irrigation - www.toro.com/en/Locator – Select: Contractor > Irrigation RLC - www.toro.com/en/Locator – Select: Contractor > Mowers SWS - www.toro.com/en/Locator – Select: Contractor > Compact Utility Loaders & Attachments Ventrac - www.ventrac.com/dealers	*

28	Service force.	Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 23 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	To best serve Sourcewell members, they will work directly with their local authorized distributor/dealer for quoting, submitting orders, billing and after sale service. Sourcewell members can contact Toro directly to verify a specific distributor/dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at www.toro.com/locator. Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract. Dealers are provided clear guidance for selling to Sourcewell members at the agreed-upon prices. Toro distributors/dealers supporting the Sourcewell contract are incentivized by receiving rebates from Toro for equipment sold under the Sourcewell contract. Toro distributors/dealers are required to report all Sourcewell sales and may be required to submit additional documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The Toro Company's commercial sales and fulfillment model is exclusively through a distributor channel. Each distributor has protected territories, which allows them to make significant investments in their facilities and people. As a result, they have a contractual obligation to provide product, parts and service support to end-customers. There is a total of 23 Commercial distributors in the United States and Canada with more than 50 branch locations geographically located within territory lines to meet customer needs. All distributors maintain a parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. They also maintain service facilities, brick and mortar and mobile service, that enables them to respond quickly to the customer. The majority of the distributor's service and parts staff are enrolled in Toro's RED Certified program. This comprehensive training and development program requires participants to complete both technical and soft skills to acquire service knowledge while demonstrating product competencies. Certifications can range from Level 1 (L1) to Level 4 (L4) depending on the functional area they work within, and the level of technical knowledge needed to support the breadth of equipment. The L1 curriculum is interactive and on-line. As the personnel advances, their amount of time invested, and depth of knowledge is expanded to include in-person training and a technical capstone. As an example, a service technicians L1 is required to complete 30+ hours of curriculum and demonstrate their knowledge and aptitude through a hands-on assessment in order to achieve a L2 or higher certification status. The Toro Company is highly vested in their channel, providing tools, resources and programs to support their people, customers, products and advance their business operation. Toro staffs a centralized technical assistance center that is exclusive to the dealer and distributor service channels. The advanced technical team is specialized in diagnostic troubleshooting and has advanced product knowledge and access to design engineers to get to root cause. Additionally, Toro will provide on-site support to distributor partners and end-customers when a product issue cannot be improved or resolved at the distributor level. In 2022, the organization expanded their reach to include level 1 end-customers support for specialized and more advanced products including; Geolink and subscription products. This has proven to increase customer response time while allowing the local technician to repurpose time to serve customer needs more quickly in-market. The centralized technical assistance center is part of a broader customer care team that provides warranty operations support and business operations consulting. Toro team members work with their channel partners to design a service operation that meets the wants and need of the customer while striving to meet established industry standard key performance indicators (KPIs). A few examples of these KPIs include a repair turn-around time (TaT) of 3-days or less, Fixing it Right the First Trip (FRFT) and Customer Overall Satisfaction (OSAT) scores above 9.0. Distributors who exceed industry standard benchmarks are recognized and rewarded through the Partners In Excellence program. It is a tremendous accomplishment and sense of pride when a channel partner is recognized among the best of the best in their peer group.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Toro has the ability to fully support the needs (products and service) of public agencies throughout the US. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements andprovides financial support for those who do. Furthermore, most our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	While not prevalent, we have seen a few situations where a privately operated golf course has an affiliated non-profit that purchases goods and services from cooperative contracts. As of this response, we are treating those organizations the same as any other cooperative member. However, as Toro is heavily invested in the golf market, we do reserve the right to treat those entities different if it is deemed necessary during this contract. In the event of an awarded contract, any changes would be submitted to Sourcewell for approval and would not be implemented without an official amendment.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Members in AK and HI may be subject to freight and delivery fees beyond those outlined in our price proposal. Any additional costs will be included in the customer's quote unless otherwise coordinated with the member.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its 20+ channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro's channel training platform, Toro University, hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor. b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. If awarded, our marketing department will integrate Sourcewell branding into marketing assets such as: websites, brochures, product catalogs, video/commercial content, and many other consumer facing tactics. They will also create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors to be used throughout the sales process and prominently displayed at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contact to customers. c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally. Toro's marketing team tracks numerous data points such as impressions, click through rate, and conversion to help make decisions regarding the use of their marketing and media spends. This allows for efficient use of funds while also making sure Toro is reaching the right audience at broadest scale.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquires directly about The Toro Company to Toro in order for The Toro Company to convert that inquire into a sale. b) Regarding the integration into our sales process, beyond those previously referenced, Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently offer any e-commerce solutions due to the nature of our product offering. We recognize the value of e-commerce and look forward to when we are able to offer our products in this way.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The Toro Company is highly vested in their channel, providing tools, resources and programs to support their people, customers, products and advance their business operation. Toro staffs a centralized technical assistance center that is exclusive to the dealer and distributor service channels. The advanced technical team is specialized in diagnostic troubleshooting and has advanced product knowledge and access to design engineers to get to root cause. Additionally, Toro will provide on-site support to distributor partners and end-customers when a product issue cannot be improved or resolved at the distributor level.	*
42	Describe any technological advances that your proposed Solutions offer.	In addition to being an industry leader with electrification, automation, and telematics, in 2022, the organization expanded their reach to include level 1 end-customers support for specialized and more advanced products including; Geolink and subscription products. This has proven to increase customer response time while allowing the local technician to repurpose time to serve customer needs more quickly in-market.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Sustainability is at the forefront of The Toro Company innovation plans and is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land. At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. The most relevant 'green' initiatives can be found on pp. 40-48 in the attached TTC 2023 Sustainability Impact Report. Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, we have recently launched numerous commercial-grade lithium powered products across our portfolio from our mowing products like the Groundsmaster® e3200 to vehicles like the Workman MDX Li. These products provide fuel savings, reduce noise levels and operating costs for our customers. In addition, we have light construction such as the e-provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies. Key sustainability initiatives and accomplishments include: • Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities. • Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award. • Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction. • Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader. • We participate in a “closed loop” recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced “Cured-in-Place Pipes” whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. Other sustainability-related awards include: - Wyland National Mayor's Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	"Toro's proprietary HyperCell® battery system was designed from the ground up for outdoor power equipment, not adapted from technology developed for another use. In addition, our built-in intelligent Battery Management System (BMS) is engineered to reduce the risk of accidental shock by de-energizing the batteries by default. This also helps regulate the battery charge, discharge and temperature, which helps prolong the life of the battery. Toro's proprietary HyperCell® battery system is third-party certified by a Nationally Recognized Testing Labratory. Third-party certification is a way to verify that a product or component meets the appropriate industry and product safety standards. The battery chargers Toro uses for electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the ""BC"" mark. They also meet the U.S. DOE and NRCAN energy efficiency standards."	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that have varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer. As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.	*
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	Toro equipment is designed with operator safety in mind, integrating industry standard safety features. As Toro continually strives to improve the safety of our operators, below are a couple examples of innovative safety solutions - "- Automatic applied parking brake on many products. For Reelmaster 5410, 5510, 5610 and Groundsmaster 4300 the parking brake is automatically applied when key is turned off or when an operator gets out of the seat. The parking brake can also be applied with a switch located on the operator console. This feature is also on the Greensmaster 3360 and 3370 and some vehicles. - Operator bump stop on the control console of the ProCore 648s, ensuring the machine comes to a quick stop if contact is made.	
47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	Our products are engineered with the customer in mind. The individuals responsible for the development of these products have spent a considerable amount of time using them, giving them a deep appreciation for the importance of ergonomics in the product's design. This results in purposefully designed products, from handheld equipment to vehicles. Toro's Vista Series Passenger Vehicles have been designed from the ground up specifically for all-day, dependable, and comfortable transport. From the ergonomically designed seating system that provides generous legroom, to the independent suspension and coil over shocks creating a smooth ride, to hydraulic disk brakes that execute smooth, consistent stopping, the Vista Series is about comfortable transportation for our customers. Our Revolution Backpack from the Professional Handheld product line is built for comfort during all-day jobs. As the power source (battery storage) for our leaf blower, string trimmer, and hedge trimmer, it is essential that our customers are comfortable wearing this unit all-day. This is why it was designed with adjustable, padded shoulder straps and hip-belt along with a convenient integrated carrying handle. This next example is not included in the contract as it is from our homeowner product line, but it is a favorite in my household and is a testament to the ergonomic focus of Toro's engineers. Our walk behind mower includes two features that allow my 9-year-old to mow our lawn, which has a 17° slope, and do it well. First, the motor adjusts the speed of the wheels based on the pressure placed on the handle. It then adjusts the speed of the blade based on the speed of the unit and the thickness of the grass being cut. These features not only create a cut that is better than our previous mower, but allows it to be done quicker, and with significantly less fatigue.	
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	Toro is focused on managing greenspaces in an environmentally friendly way. Highlighting this focus is the breadth of battery powered equipment we have in our portfolio. Below is a list of products that highlight our commitment to battery and/or hybrid options. This list is not exhaustive. There are also attachments with further information on each product, the corresponding attachment name is in parentheses. - Handheld equipment like blowers and trimmers (Handheld_Sourcewell) - Professional grade rotary mower (e3200_Sourcewell) - Golf Course mowers (Fairway_Sourcewell, & Greens_Sourcewell) - Walk behind products (Walk-behind_Sourcewell) - Utility Vehicles (GTX_Sourcewell) - People movers (Vista_Sourcewell)	

49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	MyTurf Pro is a powerful and easy-to-use, application that seamlessly connects customer assets and corresponding maintenance program, regardless of brand. Providing customer teams with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. “At a glance” overviews keep leaders informed of asset status. Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether customers are rebuilding rollers, replacing hydraulic hoses, or overhauling their cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	As a large, publicly traded company, we do not hold any relevant certifications. However, while the data is not publicly available, we do maintain a Small Business Spending plan as part of our GSA contract and partner with SDVOSB's while serving Veteran's Affairs entities and certain Military affiliated golf courses.	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	NA	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	NA	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	NA	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	NA	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	NA	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	NA	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	NA	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	NA	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Standard payment terms are 0% 30 days for cash, check, and EFT payments.	*

60	Describe any leasing or financing options available for use by educational or governmental entities.	Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers. Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. As of this submission, Toro has partnership agreements in the US with PNC Equipment Finance and TCF Equipment Finance, as well as DLL who focuses on State and Local Government (SLG) Financing, see attachment DLL Muni Brochure for more information in the form of a FAQ. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing. Current program offerings are provided to our channel partners on a monthly or quarterly basis. In Canada, Toro's distributors hold direct relationships with financial institutions. Our other brands and divisions provide leasing and financing options as well, details can be found at the local dealer.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	As order processing and invoicing are handled by the local dealer, we do not have any standard transaction documents.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our proposed pricing model is discount by category. Most of our categories are percentage discount off MSRP, with two flat-rate discounts on specific categories. In addition to listing out those discounts in question 64, you will find them attached as Sourcewell_Pricing_Matrix_Toro. This sheet is intended to be posted in the event of an award, as it is on our current contract landing page. For reference, Toro also provides an MSRP file with each product categories' discount clearly listed. This file contains SKU information for convenience. You will find an example in attached - Sourcewell_MSRP_RFP.DRAFT As we are only able to upload one file for Pricing, these two items have been combined. The first page is the pricing matrix that will be posted to our contract landing page in the event of an award. To remain consistent with the current Sourcewell contract, ceiling price is contract price at time of delivery.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Commercial Equipment 22% Specialty Vehicles 7% Bullseye 5% LCE 27% LCE Snow 20% Sidewalk Base $500 off Sidewalk Atch $150 off Liquid De-Ice 10% Truck Plows 25% Truck Spreaders 25% Compact Equipment 25% Heavy Equipment 25% Golf Irrigation 40% ResCom 40% Toro Dxi 35% Rain Master Controllers 35% Rain Master Controller Parts 0% 4520 Series 8% 2120 Series 3% SiteWorks Systems (SWS) - 17%	*

65	Describe any quantity or volume discounts or rebate programs that you offer.	Due to the breadth of product offering and the use of local independent dealerships, we do not offer a blanket volume discount. Toro does understand the value, so we have extended the option for our Commercial Distributors to offer another program to municipal customers if they choose. This program is a free goods program that extends a set dollar amount based on the total award value of product purchased on a single PO. Details of the current program can be requested from the local dealer. Attached are the details of the program as of this submission. SmartValue_Nov24	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Our network of independent dealers carry an array of related products. When a Sourcewell member chooses to include those items, they will - - be clearly labeled as open-market - not exceed the MSRP of that item - have any setup, delivery, or freight charges clearly labeled	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	SETUP When an order involves setup charges, it will be – a) Determined by the delivering dealer b) Clearly labeled as such unless otherwise requested by the customer. - In the event a quote is a lump-sum total, or other method that does not show line-item details, line-item details will be used to determine the contract price and will be available upon request. c) Calculated using one of the following methods - 1) Manufacturers Setup Time x Dealers posted labor rate, or 2) 5% of the total product cost, with an additional 5% for cabbed units Different methods are required due to the wide array of products being offered. Setup charges are consistent with market standards. TRAINING Standard training on equipment is included at time of delivery. If a customer requests additional training, either beyond standard operators training or at a time other than delivery, associated costs will be determined with the local dealer. INSTALLATION Many of our products can be installed on customer owned vehicles. While this service is available, due to the variety of factors involved in those type of sales, installation costs for contracted products on customer supplied vehicles will be determined with the local dealer and will be discussed up front and included on any quote.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is included for products within the Commercial Equipment category with a delivery address within the continental US. All other product categories may incur freight charges, which will be discussed with the customer up front and included on any quote. Delivery is not included. Standard delivery fees will not exceed 5% of the total cost of goods. Non-standard delivery charges will be discussed with the customer up front and included on any quote.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Discounts on products will remain the same for Alaska, Hawaii, or any offshore delivery. Freight costs for those sales will be determined by the local dealer and clearly communicated to the customer up front and included in any quote.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our Commercial Distributors are established partners in their areas of geographic coverage. This allows them to maintain a local inventory. Our Distributor partners have facilities throughout the US and Canada ranging from 10,000 sqft to 150,000 sqft. This allows customers to have the most efficient access to available products in their market.	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	As our sales process relies on the local dealer/distributor for quoting, ordering, and invoicing, we front load the pricing verification step. Each of our divisions provide their dealer network with current Sourcewell pricing that is required to be used until it is updated. For example, our Commercial products are loaded into our quoting system that contains Sourcewell Pricing managed by Toro. This allows our distributors to simply choose the Sourcewell Program pricing, and it will automatically pull the current contract price. We also include contact information on our contract landing page to reach out directly to a Toro Representative to validate a quote is in compliance with the Sourcewell contract. Toro will be paying all administrative fees, and we understand the value of proper reporting. To accomplish this, Commercial distributors are incentivized to submit accurate and timely reports. The Toro Company has a long history of accurate and timely reporting and administrative fee payments with Sourcewell and our other contract partners.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Toro will pay a 1% Administrative fee on the total award price for the sale of all contracted products.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	NA	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance. • SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment. • GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment. • RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts. • OTHER BRANDS Toro is also including other brands under the The Toro Company; Boss, Bullseye, Siteworks, and Ventrac. These product lines round out our ground maintenance portfolio to create the most comprehensive Grounds Equipment offering we have found in the market. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)	*
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	(•) Yes ( ) No	Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.	*
78	Irrigation and aeration equipment, systems, parts, and installation	(•) Yes ( ) No	Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.	*
79	Beach and waterfront maintenance equipment and accessories	(•) Yes ( ) No	Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell_Pricing_Combined.pdf - Friday November 22, 2024 08:54:41
- Financial Strength and Stability - 2023_financial_summary.pdf - Friday November 15, 2024 15:35:46
- Marketing Plan/Samples - Toro_Sourcewell_Sell_Sheet_4_24.pdf - Friday November 15, 2024 15:39:41
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - Master Agreement_Grounds_Maintenance_Eqt_RFP_MD red.docx - Thursday November 21, 2024 05:55:26
- Upload Additional Document - TTC_Sourcewell_Zipped.Files.zip - Friday November 22, 2024 10:23:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Edric Funk, Group VP, Golf, Grounds, and Irrigation, The Toro Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	☑	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	☑	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	☑	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	☑	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	☑	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	☑	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	☑	2

Docusign Envelope ID: FF149638-A4B4-447D-B7FE-C38E8811FBEC

AMENDMENT #1
TO
CONTRACT # 112624-TTC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **The Toro Company** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment and Related Attachments to Sourcewell and its Participating Entities, effective January 30, 2025, through January 31, 2029 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 64 of "Table 6: Pricing (400 Points)" of the Proposal is deleted in its entirety and replaced with the following:

   Toro offered discounts will range from 0%-40% off current MSRP.

2. Line item 67 of "Table 6: Pricing (400 Points)" of the Proposal is delete in its entirety and replaced with the following:

   SETUP
   When an order involves setup charges, it will be –
   a) Determined by the delivering distributor/dealer
   b) Clearly labeled as such unless otherwise requested by the customer.
      - In the event a quote is a lump-sum total, or other method that does not show line-item details, line-item details will be used to determine the contract price and will be available upon request.
   c) Calculated using one of the following methods -
      1) Manufacturers Setup Time x Distributor/Dealer posted labor rate, or
      2) 5% of the total product cost, with an additional 5% for cabbed units

   Different methods are required due to the wide array of products being offered. Setup charges are consistent with market standards.

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TRAINING
Standard training on equipment is included at time of delivery. If a customer requests additional training, either beyond standard operators training or at a time other than delivery, associated costs will be determined with the local dealer.

INSTALLATION
Many of our products can be installed on customer owned vehicles. While this service is available, due to the variety of factors involved in those type of sales, installation costs for contracted products on customer supplied vehicles will be determined with the local dealer and will be discussed up front and included on any quote.

Installation/setup for autonomous solutions can be added at the discretion of the distributor, not to exceed 10% of the total product cost.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 3/17/2025 | 8:59 AM CDT

The Toro Company

By: Signed by: Brooke Carey 1279DCB06D184BD...
Brooke Carey, Federal Contracts Manager

Date: 3/17/2025 | 8:44 AM CDT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve a construction contract with Earthworks Excavation & Associates, LLC, for an amount not to exceed $1,124,903.48, and authorizing a ten percent (10%) contingency of the authorized amount, for the 6" Consolidated Main Replacement along Sheley Rd. project as part of the Water Main Replacement Program (No. 9749). **Approved**

Recommendations:

Council approval is recommended.

Background:

There were 3 construction bids for this project:

Contractor	Bid Total
Earthworks Excavation & Associates	$ 1,124,903.48
Abay Construction	$2,066,120.00
Infrastructure Solutions	$2,688,000.00

Staff has verified that Earthworks Excavation & Associates has successfully and satisfactorily completed similar projects for other municipalities in the area. Their bid is being recommended for this contract. This project will replace approximately 5,136 feet of water main and 1,018 feet of copper service line at 3 locations:

- 2,850 feet of water main and 601 feet of copper service line on Sheley Rd. between Cedar Ave. and Northern Blvd. (No. C25-164-401301)
- 1,383 feet of water main and 243 feet of copper service line on Sheley Rd. between Claremont Ave and Norwood Ave. (No. C25-181-401301)
- 903 feet of water main and 174 feet of copper service line on Sheley Rd. between W. 27th St. and Crysler Ave. (No. C25-157-401301)

This is a budgeted capital project.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $1,2437,393.83, including a ten percent (10%) contingency. Funding for the Water Main Replacement Program (No. 9749) is included in the Fiscal Year

2026-2027 budget, on page number 203, in account number 9749-0417041-5406, Water Fund (040).

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

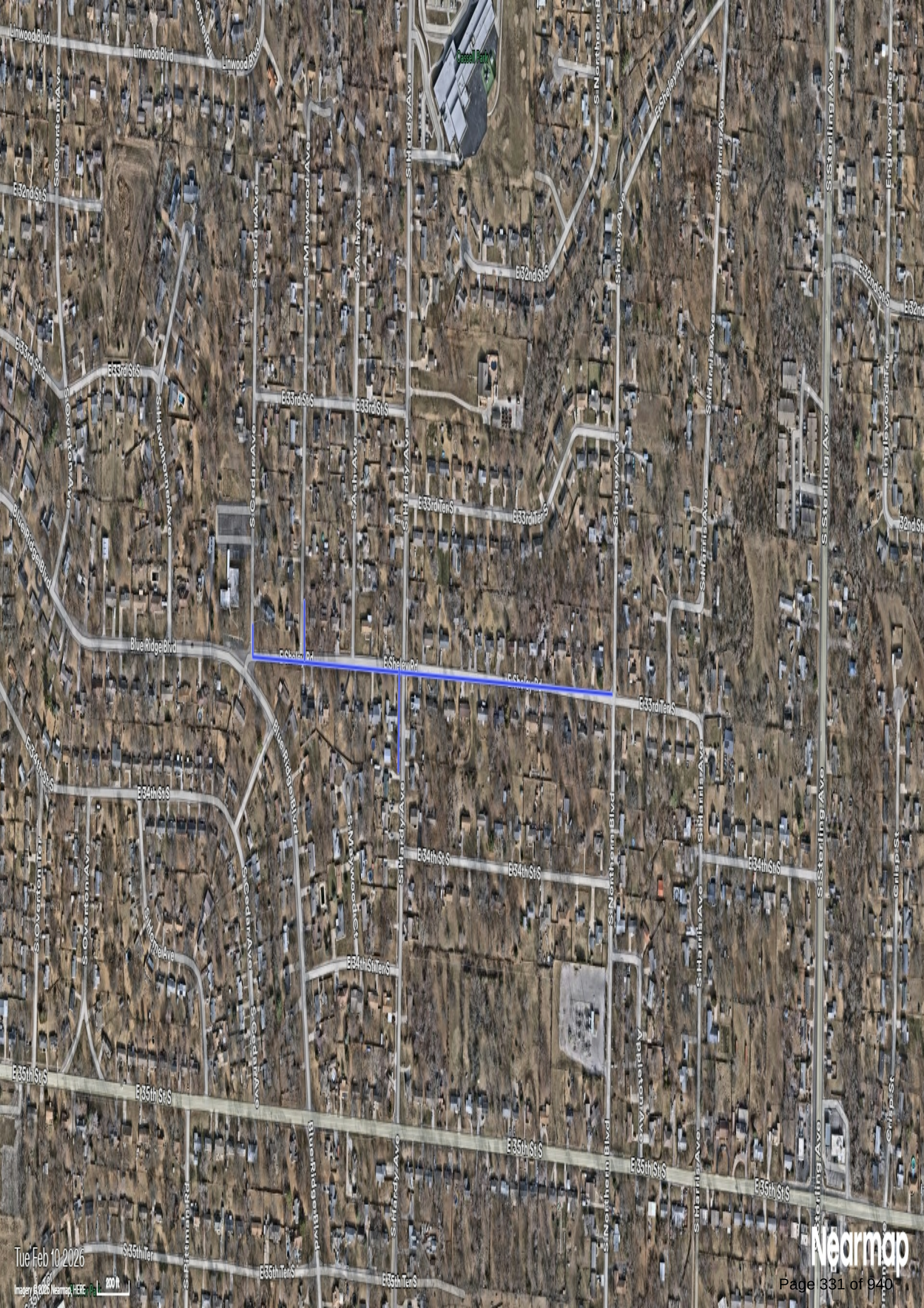
1. Official Bid Tab Summary - ITB #26020 - CY 2025- 6 in. Consolidated Water Main Replacement Along Sheley Rd
2. sheley aerial - claremont to norwood
3. sheley aerial - 27th to crysler
4. sheley aerial - northern to cedar
5. Construction Contract - Earthworks Excavation - Sheley Rd Water Main Replacement Project - CY 2025

Invitation to Bid: #26020- Bid Tabulation Summary
Project Title: CY 2025 - 6 in. Consolidated Water Main Replacement Along Sheley Rd
City Project No.: C25-164-401301;C25-157-401301; C25-181-401301
Date: 6/12/2026

Contractor	Bid Total
Earthworks Excavation & Associates	$ 1,124,903.48
Abay Construction	$ 2,066,120.00
Infrastructure Solutions	$ 2,688,000.00

E 29th St S
E Shelby Rd
S Sterling Ave
S Harvard Ave
Englewood Ter
S Claremont Ave
S Vermont Ave
S Scott Ave
S Norwood Ave
W Scott Pl
Country Club Park
Tue Feb 10 2026
Imagery © 2026 Nearmap, HERE
100 ft
Nearmap

E 25th Ter S
W 25th Ter S
W 26th St S
W 27th St S
W 28th St S
W Shelley Rd
S Scott Ave
S Crysler Ave
S Fuller Ave
Grand Ave
Glendale Ave
W 27th Ter S
Tue Feb 10 2026
Imagery © 2026 Nearmap, HERE
100 ft
Nearmap


Linwood Blvd
Linwood Blvd
Linwood Blvd
Cassell Park
E 32nd St S
E 32nd St S
E 32nd St S
E 33rd St S
E 33rd St S
E 33rd St S
E 33rd Ter S
E 33rd Ter S
E Shelley Rd
E Shelley Rd
E 33rd Ter S
E 34th St S
E 34th St S
E 34th St

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of July of 2026, by and between the CITY OF INDEPENDENCE, MISSOURI, acting through the City Manager, thereunto duly authorized to do so, Party of the First Part and hereinafter called the Owner; and Earthworks Excavation & Associates, LLC, a LLC of the State of Missouri, Party of the Second Part hereinafter called the Contractor, WITNESSETH:

THAT WHEREAS the Owner has caused to be prepared, in accordance with the law, specifications, plans and other contract documents for the work herein described, and has approved and adopted said documents, and has caused to be published in the manner for the time required by law, an advertisement for and in connection with the construction of items in accordance with the terms of this contract known as CY 2025 - 6 in Consolidated Water Main Replacement Along Sheley Rd; and,

Whereas the said Contractor, in response to such advertisement, has submitted to the Owner in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

Whereas the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the Proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest or best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's Proposal, a copy therefore being attached to and made a part of this contract agreement.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and it's successors, and the Contractor for itself or themselves, or it's, or their successors and assigns, or it's or their executors and administrators, as follows:

ARTICLE 1. That the Contractor shall

a. furnish all tools, equipment, supplies, insurance, superintendence, transportation and other construction accessories, services and facilities;

b. furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work;

c. provide and perform the necessary labor and, in a good, substantial and workmanlike manner, in accordance with the general provisions and technical specifications of this contract, which are attached hereto and made a part hereof, and in conformity with the contract plans and specifications designated and identified therein;

d. make payment of all wages in conformance with the official schedule of wage rates as determined by the Labor and Industrial Relations Commission of the Missouri Department of Labor and Industrial Relations, and in compliance with the Prevailing Wage Law of Missouri, all as set forth in the general provisions which are attached hereto and made a part hereof by reference, perform and observe all of the terms, agreements, requirements and conditions contained in the general provisions and technical specifications which are attached hereto and made a part hereof by reference;

e. execute, construct and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal (or part thereof if Owner so elects).

ARTICLE 2. That the Owner shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, a sum (subject to change orders approved by the City Council) not to exceed One-million, one-hundred twenty-four thousand, nine-hundred three and 48/100 Dollars ($ 1,124,903.48) for all work covered by and included in the contract award and designated in the foregoing Article 1; payment thereof to be made in the manner provided in the general provisions hereto attached.

ARTICLE 3. That the Contractor shall start work on, or within ten (10) days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract, or on a subsequent date designated and authorized by the Owner in said order, and that the Contractor shall complete said work within (180) consecutive calendar days from and after the date of, or subsequent date authorized in, said order by the Owner to proceed.

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

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

first above written.

CITY OF INDEPENDENCE MISSOURI

Party of the First Part (Owner)

By _____
Troy Anderson , City Manager

ATTEST:

_____
Susanne Holland, City Clerk

_____
Party of the Second Part
(Contractor)

By_____

SEAL:

_____
Address

ATTEST:

_____
City & State

_____
Corporate Secretary

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

ATTORNEY FOR OWNER:

_____
Jeremy Cover, City Counselor

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order for $723,336 to Enterprise FM Trust for 88 Vehicle Leases, and authorizing ten percent (10%) of the authorized amount for future change orders, for the Central Garage Division of the Municipal Services Department. **Approved**

Recommendations:

Council approval is recommended.

Background:

This request is for funding of the City's vehicle lease program. Details of the program to date are below:

Enterprise City of Independence's initial fleet auction proceeds:	$ 268,675
Loan paid off to Independence Power & Light for 9 Electric Vehicle (EV) Bolt purchases:	$ 165,750
Revenue balance after EV loan payoff:	$ 102,925
Revenue from Purple Wave sales for lease:	$ 107,300
Revenue from transfer of F-150's to Parks:	$ 104,200
Initial lease seed money:	$ 314,425
Lease Auction revenue:	$ 904,320
Total fund for lease payments to date:	$1,240,940

Enterprise PO	Fiscal Year	Amount Paid
1004-1025-1030	2021	$ 23,378
22000046	2022	$ 216,921
23000039	2023	$ 120,522
24000769	2024	$ 333,206
25000079	2025	$ 579,634
26000004	2026	$ 682,846
		$1,956,508

Since 2021, the net fiscal impact for the leased vehicles is $715,568.

Enterprise FM Trust was selected to provide vehical leasing per the terms and conditions of the national Sourcewell contract, contract #112025-EFM.

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

Approval of this item authorizes the Finance Director to issue change orders up to a total of ten percent (10%) of the original authorized amount, so long as appropriations are available.

Emergency Justification:

Fiscal Impact:
The fiscal impact to the City is $795,669.60, including a ten percent (10%) contingency. The fleet funding for leasing is in the Fiscal Year 2026-2027 budget, on page 199, in account number 0905121-5236 - Leases (Other Operating Expenses). There will be offsetting revenues for eligible vehicles sold at auction during the budget year. However, those amounts are unknown at this time.

Council Action:

Department / Contact Municipal Services /

REVIEWERS
Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. Enterprise Fleet Sourcewell Contract 112025-EFM thru 5-14-2030

Docusign Envelope ID: 5AB59E8C-3BC4-87F1-8005-B38F16D8791A

MASTER AGREEMENT #112025
CATEGORY: Fleet Leasing and Vehicle Management Services
SUPPLIER: Enterprise Fleet Management, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 2281 Ball Drive, Maryland Heights, MO 63146-8603 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Docusign Envelope ID: 5AB59E8C-3BC4-87F1-8005-B38F16D8791A

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 4, 2030, unless it is cancelled or extended as defined in this Agreement.

    1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

    2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112025 to Participating Entities. In Scope solutions include:

    1. Sourcewell is seeking proposals for Fleet Leasing and Vehicle Management Services, including, but not limited to:
        a. Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types;
        b. New vehicle service and preparation for the vehicles described in subsection 1. a. above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation;
        c. Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types; and,
        d. In addition to the solutions described in subsections 1. a. - c. above, proposers may include a **complementary** offering of the following ancillary services:
            i. Short-term on-road vehicles rental programs;
            ii. Upfitting or aftermarket products;
            iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software systems;
            iv. Roadside assistance including towing, emergency charging, and repairs; and
            v. Vehicle battery longevity monitoring, replacement plans; including installation, operation, and maintenance of dedicated charging and fueling stations.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

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10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

a. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

b. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

c. **Supplier Warrants.** Supplier warrants that all services performed by Supplier or on Supplier's behalf will be performed in a professional, timely, and workmanlike manner, in accordance with this Agreement, applicable law, and generally accepted industry standards. Supplier shall pass through to Participating Entities the full benefit of all applicable manufacturer, dealer, installer, upfitter, repair, parts, service, and other third-party warranties, at no additional cost, to the fullest extent permitted by law. Supplier agrees to assist a Participating Entity in reach a resolution in any dispute over warranty terms with the manufacturer or provider. Supplier shall correct, at no additional cost, any nonconforming service, billing error, administrative error, or warranty-processing error caused by Supplier or parties acting on Supplier's behalf.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal

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grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

a. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

b. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** Intentionally omitted.

c. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Intentionally omitted

d. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Intentionally omitted

e. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Intentionally omitted

f. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

g. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications

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and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

h. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

i. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** Intentionally omitted

j. **BUY AMERICAN PROVISIONS COMPLIANCE.** Intentionally omitted

k. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

l. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** Intentionally omitted

m. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

n. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

o. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

p. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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r. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

s. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Intentionally omitted

t. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made). Enterprise will provide required reporting within 30 days after our fiscal quarter ends.

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.

9) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master

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Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

10) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

11) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

12) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

13) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

14) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

15) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

16) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

17) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

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18) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

19) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

20) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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21) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

22) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

    a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
        - $1,500,000 each occurrence Bodily Injury and Property Damage
        - $1,500,000 Personal and Advertising Injury
        - $2,000,000 aggregate for products liability-completed operations
        - $2,000,000 general aggregate

    b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

    c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

    d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

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paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

25) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

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4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Supplier will require the use of its own forms to complete transactions directly with Participating Entity utilizing the terms established in this Agreement. Supplier's standard form agreements will be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as determined by Supplier and Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, and other material terms as mutually agreed. It is Enterprise Fleet Management Inc.'s intention to work with each Participating Entity to arrive at a mutually beneficial solution regarding contract negotiations of Participating Entity's Terms and Conditions. Enterprise Fleet Management utilizes Enterprise FM Trust as the Lessor in the Asset-backed securitization (ABS) market, which is the best market for a leasing business to obtain its debt. Without a Trust as the Lessor, it would not be possible to enter this debt market. Additionally certain terms and conditions that obligate the Trust may prohibit entering this debt market. Due to this, we would like to negotiate certain terms of the Participating Entity Standard Contract Terms and Conditions. Additionally, not including this Master Agreement, Supplier's Master [**Equity/Walkaway**] Lease Agreement must supersede all other agreements with a Participating Entity. All pricing is subject to successful contract negotiations and dependent on credit worthiness.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Supplier and Participating Entity.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 5/29/2026 | 6:51 AM CDT

Enterprise Fleet Management, Inc.

Signed by:
William J. Dobosz
D402067331DF4B9...

By: _____

Billy Dobosz

Title: Assistant Vice President

Date: 5/28/2026 | 12:55 PM PDT

RFP 112025 - Fleet Leasing and Vehicle Management Services

Vendor Details

Company Name:	Enterprise Fleet Management, Inc.
Does your company conduct business under any other name? If yes, please state:	MO
Address:	600 Corporate Park Dr. St. Louis, MO 63050
Contact:	Michelle Rojas
Email:	michelle.m.rojas@efleets.com
Phone:	314-686-9925
HST#:	43-1697807

Submission Details

Created On:	Tuesday October 07, 2025 14:28:50
Submitted On:	Thursday November 20, 2025 12:05:44
Submitted By:	Michelle Rojas
Email:	michelle.m.rojas@efleets.com
Transaction #:	7c809a8c-025c-4219-9b26-99574ef9bd81
Submitter's IP Address:	147.243.206.211

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Enterprise Fleet Management, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	EFM, Inc. will execute the Master Agreement with Sourcewell. Enterprise FM Trust is the Lessor.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Enterprise Fleet Management	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	6Q1F8	*
5	Provide your NAICS code applicable to Solutions proposed.	532112	
6	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105	*
7	Proposer website address (or addresses):	efleets.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Billy Dobosz, Assistant Vice President, billy.j.dobosz@efleets.com, (314) 274-4799	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Roan Oropesa, Director of Government Marketing, roan.oropesa@efleets.com, (314) 274-4241	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Enterprise Mobility was founded in 1957 by Jack Taylor, a decorated World War II Navy fighter pilot. The organization is named after one of the aircraft carriers Jack served on the U.S.S. Enterprise. Jack built the organization on a simple business philosophy that guides us to this day: "Take care of customers and employees first, and everything else will follow." Nearly 70 years later, Enterprise Mobility is still privately owned and operates under the third generation of Taylor family leadership—Jack's granddaughter, Chrissy Taylor. In its operation, Enterprise Mobility has had only four CEOs – our founder Jack; his son, Andy Taylor; organization veteran Pamela Nicholson; and now Chrissy Taylor. Chrissy is a 25-year veteran of the business and part of the third generation of family owners. Our culture was built on a founding philosophy and an enduring set of values that guides every interaction, whether with customers, partners, communities or each other. What Enterprise Mobility is: Staying true to the founding values, guiding how we do business and how we give back to communities. Maintaining a culture of exceptional service, always putting people first—from team members and customers to partners and neighbors. Constantly innovating, pushing ourselves to deliver people-first experiences that meet the needs of those we serve in the rapidly evolving mobility landscape. Creating meaningful connections, collaborating to help move mobility forward. As mobility has evolved, so have we. What started as a fleet of just seven cars nearly 70 years ago has blossomed into a global network of diverse mobility solutions including car rental, fleet management, flexible vehicle hire, carsharing, vanpooling, car sales, truck rental, vehicle subscription, luxury rental, technology solutions and more. Enterprise Fleet Management, an affiliate of Enterprise Mobility, provides full-service fleet management for companies, government agencies, and organizations, as well as for those seeking an alternative to employee reimbursement programs. Enterprise Fleet Management supplies most makes and models of cars, light- and medium-duty trucks, and service vehicles across the U.S. and Canada, with local hands-on account management at its 60+ locations. In 2024, Enterprise Fleet Management was recognized by Automotive Fleet as the largest fleet management provider in the U.S.
12	What are your company's expectations in the event of an award?	While Enterprise Fleet Management has been an awarded contract for Sourcewell and was recognized as a top contract with over 97 percent of the spend in this category, we continue to look for ways to improve and deliver the best solutions to our government sector clients. We have expanded our Government sales support team and have grown our both our sales team and local offices providing even more reach to Sourcewell members. Enterprise has consistently delivered exceptional results. Our approach includes collaboration with Sourcewell, participation in academies and comprehensive training for our teams to ensure that our clients and prospects are aware of the awarded contract. Enterprise Fleet Management partners with Sourcewell members to deliver sustainable, cost-effective fleet programs that reduce total cost of ownership (TCO) and improve operational efficiency. Enterprise Fleet Management is committed to continuing this proven, compliant, and value-driven partnership with Sourcewell and its members. We provide: Personalized account management through localized, hands-on service. Industry-leading products and services tailored to member needs. Close relationships with the OEM Government Teams to maximize vehicle savings and availability Advanced technology and data-driven tools for informed decision-making. Enterprise Fleet Management fully complies with all federal, state, provincial, and local procurement regulations. We maintain audit-ready documentation, including detailed invoicing and contract records, to provide accountability and meet public-sector contract requirements.

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	As a privately held organization, Enterprise Mobility does not publicly disclose detailed financial information, but we can share several data points to reflect our strong financial performance. Enterprise Mobility has more than 90,000 global team members across 9,500-plus global locations and a fleet of over 2.4 million vehicles. In fiscal year 2025, our people-centric approach, combined with steady global growth and solid results across the business' portfolio – including fleet management, flexible vehicle hire, carsharing, vanpooling, car sales, truck rental, vehicle subscriptions and luxury rentals – generated more than $39 billion in revenue for Enterprise Mobility, inclusive of its subsidiaries and affiliate Enterprise Fleet Management. Additionally, Enterprise Fleet Management continued to grow its fleet, with more than one million vehicles under management in the U.S. and Canada. Enterprise Fleet Management also received record-high customer satisfaction scores throughout the year. $39 billion in fiscal-year 2025 revenue. Ranked 7th-largest private U.S. company by revenue (Forbes 2024). Global Presence: Over 90,000 team members worldwide. Operations in 90+ countries and territories. More than 9,500 rental branches globally. A fleet of 2.4 million+ vehicles. Long-Term Strategy & Stability: Founded in 1957, with a legacy of reinvestment by the Taylor family. Only four CEOs in company history, reflecting leadership stability. Focus on intentional growth and people-first values. Reinvestment into emerging technologies, markets, and services to ensure adaptability and long-term success. Credit Ratings: Standard & Poor's: A- (Long-Term), A-1 (Short-Term) Moody's: A3 (Long-Term), P-2 (Short-Term) Morningstar DBRS: A (Long-Term), R-1 (low) (Short-Term) Enterprise Fleet Management Inc. holds a BBB+ corporate credit rating from Standard & Poor's Rating Services, reflecting our strong financial position and commitment to a long-term business strategy.	*
14	What is your US market share for the Solutions that you are proposing?	Enterprise Fleet Management (EFM) is a leading provider in the U.S. leased fleet market, recognized by Automotive Fleet in 2024 as the nation's largest fleet management company. We closed our fiscal year with approximately 24% market share, managing over 750,000 leased vehicles and more than one million vehicles overall. Our services support thousands of public and private schools, colleges, universities, municipalities, and government agencies nationwide, including the management of over 200,000 public sector vehicles. This substantial market presence reflects Enterprise's leadership and ability to deliver scalable, innovative solutions across diverse industries, ensuring clients benefit from our deep expertise and robust infrastructure.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Since launching Canadian operations in 2007, Enterprise Fleet Management has consistently grown at over 20% annually and over 200 percent in Western Canada, demonstrating market influence with now 6% of the Canadian leased fleet market share. EFM has now expanded to 5 offices in Canada with fully staffed teams to support our Canadian growth. This presence reflects our commitment to expanding services and delivering tailored fleet solutions that meet the unique needs of Canadian businesses.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Enterprise Fleet Management, Inc. or Enterprise Mobility does not have any current or past bankruptcy's, we acknowledge it is our responsibility to disclose in writing to Sourcewell if this becomes applicable during the evaluation.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service Provider Enterprise Fleet Management maintains a nationwide dealer network of over 17,000 dealerships, enabling us to source vehicles from any manufacturer to best support our clients individual fleet plans. Enterprise encourages use of 40,000+ Preferred Partners for the highest service quality and reduced downtime. Total network includes 90,000+ maintenance and repair shops nationwide, including dealers and National Account partners such as: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey. These partnerships provide customers with access to a nationwide network for routine maintenance and repairs beyond warranty coverage. This network allows us to: Secure competitive pricing and volume discounts Provide our clients an expansive network or options for maintenance, repairs and warranty. Arrange delivery options to clients as needed Vehicle upfitting Provide both new and used vehicles from existing inventory when needed We also maintain long-standing relationships with dealers to ensure consistent service and adherence to Enterprise standards. For Puerto Rico, all vehicles are priced based on dealer stock pricing, ensuring transparency and compliance with local market conditions. ASE-Certified Technicians: Review and negotiate repairs, ensuring quality and cost control Real-Time Maintenance Approvals: Electronic bid submission and approval thresholds to minimize downtime Warranty & Goodwill Assistance: Proactive warranty checks and manufacturer goodwill negotiations for out-of-warranty repairs Manage the full upfit process, leveraging established relationships with local and national vendors to ensure vehicles are delivered in a work-ready state. We proactively coordinate with vendors to have equipment ready for installation upon vehicle delivery, minimizing downtime and ensuring vehicles are ready for service as quickly as possible.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Enterprise Fleet Management, Inc. is a corporation duly incorporated under the laws of the State of Missouri and officially registered with the Missouri Secretary of State on August 11, 2008. In addition to its incorporation in Missouri, Enterprise maintains active registration with the Secretary of State in every U.S. state where business operations are conducted, ensuring full compliance with applicable state regulations. For Canadian operations, Enterprise holds a valid business license for each location and adheres to all provincial and municipal requirements. Furthermore, where applicable, Enterprise secures and maintains dealer licenses in accordance with local laws and industry standards. These measures reflect our ongoing commitment to regulatory compliance and operational integrity across all jurisdictions in which we operate.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Enterprise Fleet Management, Inc. or any Enterprise Mobility does not have any current or past debarments or suspensions, we acknowledge it is our responsibility to disclose in writing to Sourcewell if we are debarred or suspended during the evaluation.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	True to our founder's business philosophy of taking care of customers and employees, we know that team members are crucial to our ability to provide a great customer experience. That's why we work hard to provide an engaging and diverse and inclusive workplace that gives all team members plenty of opportunity to thrive, grow and advance. It's also a workplace that's built on a strong and enduring set of values that guide all interactions with customers, communities and one another. We're pleased that those efforts have been widely recognized. This is just a sampling of the recognition we've earned (Note prior to October 2023 corporate awards were under Enterprise Holdings corporate brand): • Recognized by Automotive Fleet in 2024 as the largest fleet management provider in the U.S. • 2025 Gallup® Exceptional Workplace Award, Third Consecutive Year (Enterprise Mobility) • 2025 Gallup® Exceptional Workplace Award, Third Consecutive Year (Enterprise Mobility) • 2024 North American and EMEA Candidate Experience (CandE) Award (Enterprise Mobility) • 2024 Early Talent Award by Handshake® (Enterprise Mobility) • 2024 World's Top Companies for Women, Forbes® (Enterprise Mobility) • 2023 America's Best Employers for Veterans, Forbes (Enterprise Mobility) • 2024 America's Best Large Employers, Forbes (Enterprise Holdings) • 2024 National Intern Day Top 100 Internship Programs, Yello and WayUp (Enterprise Mobility) In 2024, Enterprise Fleet Management received the Pioneer Partner Award, demonstrating exceptional commitment, persistence, and influence as an awarded vendor. Since receiving this award, we have continued our expansive growth serving Sourcewell members.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 60 fully staffed offices, which manages a fleet of more than 1 million vehicles in the U.S and Canada. Enterprise Fleet Management provides services to thousands of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage over 200,000 government vehicles. Over the past three years, over 20% of our clients have come from the government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 60 fully staffed offices, which manages a fleet of close to one million vehicles in the U.S. and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage over 200,000 government vehicles.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Enterprise Fleet Management partners with Sourcewell, TIPS, and E&I to provide cooperative purchasing solutions. As a privately held company, we do not disclose specific performance metrics publicly. However, Enterprise offers services through purchasing cooperatives to public and private schools, colleges, universities, cities, counties, and other government entities. Based on our most recent business review with Sourcewell, Enterprise Fleet Management accounts for over 97% of the total sales volume under this contract. Additionally, more than 60% of our government-sector clients have utilized a purchasing cooperative, with Sourcewell being the most commonly used option.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
County of St. Joseph	Galen Pelletier	(574) 315-0584	*
City of Miami Gardens, Florida	Caleb Gunter	(302) 530-9215	*
City of San Marcos	Chad Johnson	(760) 752-7550	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your

response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Enterprise Fleet Management has an unparalleled salesforce, enabling year-over-year growth of the Sourcewell partnership and earning us the Sourcewell Pioneer Award. Each of our more than 60 Enterprise Fleet Management offices is fully staffed to handle all areas of our customers' fleet programs, including sales. EFM currently has over 1,000 field employees that are all dedicated to supporting our clients and delivering exceptional service and an additional 2,525 that support our field operations in departments like IT, Maintenance, Product, Compliance, etc. Key positions within the local offices include: Fleet Management Director • The director of the local leadership team who can assist in resolving escalated customer service needs regarding Sourcewell member' s fleet management services. Fleet Strategy Manager • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles ensuring maximum return on assets to members • Works with wholesalers nationwide to sell vehicles, maximize sales price on behalf of our clients and getting their proceeds as quickly as possible Maintaining relationships with local dealers to get members best pricing and vehicle availability throughout Finance Manager • A member of the local leadership team who can assist in resolving escalated customer service needs assist in implementing funding strategies regarding the entities fleet. Account Executive • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell' s ongoing fleet needs Area Sales Manager • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to the Sourcewell member as needed Client Strategy Manager • Implements fleet management programs specifically designed for Sourcewell member's • Reviews Sourcewell member' s Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters Account Fleet Coordinator • Primary contact for Sourcewell member' s fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell member' s employees on fleet issues Additionally, Enterprise has a dedicated government team that works day in and day out supporting our local offices and our local teams. These folks have demonstrated a deep understanding of the government sector and ensure that clients are consistently meeting their fleet objectives. The assure compliance, due diligence and proper fleet strategies are proposed to each member. All in, Enterprise is uniquely positioned to maintain our leadership position supporting the government sector and providing value to the Sourcewell members. We have an unparalleled salesforce that allows for hands on fleet management and an ability to sit with local stake holders to develop, tweak and implement fleet strategies resulting in both financial and operational savings to our clients. Additionally, this illustrates that many of our employees live in the communities they serve.

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	As the largest purchaser of vehicles in North America, Enterprise Fleet Management has the ability to source vehicles from nearly any manufacturer. Based on what is best for the client we can factory order directly from the manufacturer, acquire from dealer stock inventory or secure used vehicles from our existing inventory to meet client requirements. Enterprise Fleet Management maintains a database of over 17,000 dealers to facilitate vehicle delivery or out of stock needs. Unless otherwise specified, we begin our search with our preferred dealers with lowest fees and closest to the driver's location. Our goal is to secure the best overall value for all parties, leveraging volume discount opportunities whenever possible. We often work with the same dealers to ensure consistency and familiarity with Enterprise's standards and customer expectations. To ensure a smooth transaction, we provide dealers with detailed step-by-step instructions, including payment procedures. Our CD dealers are expected to: Accept and inspect the vehicle for damage or missing equipment. File claims and arrange necessary repairs if required. Prepare the vehicle for delivery, including post-delivery inspection, cleaning, and installation of any equipment. Deliver the vehicle promptly to the driver, provide excellent customer service, and demonstrate vehicle features. Complete title and registration applications and install license plates or temporary tags. Our processes ensure compliance with competitive bidding requirements, cooperative purchasing agreements, and documentation standards. We maintain transparency in pricing, provide detailed invoicing, and follow all contract terms established by the awarding entity or cooperative purchasing program.	*

28	Service force.	Enterprise Fleet Management has over 60 offices across North America, staffed by more than 1,000 sales professionals. These professionals conduct thousands of meetings each month, demonstrating how Enterprise Fleet Management's programs help government organizations optimize their fleets. As part of these demonstrations, our team consistently positions the Sourcewell cooperative contract as the most efficient way to implement fleet strategies. All sales professionals are trained to recommend cooperative purchasing contracts during the sales process to: Enterprise Fleet Management has over 2,500 employees in numerous departments to we can best support our clients needs. This teams number one priority is to maintain the highest levels of service in the industry and are measured closely in the Enterprise Service Quality Index. National Service Department Staff of approximately 250 professionals, including: 75+ Maintenance Coordinators for preventive maintenance, fluid services, brakes, and tires. 125+ Service Advisors for all types of repairs, from oil changes to major mechanical issues. 50+ Service Coordinators for towing, lockouts, jump starts, flat tire changes, and related services. Additionally, we offer Call Center Support with a single toll-free number for all customer support needs, including: Vehicle maintenance Roadside assistance Accident management The call center is staffed exclusively by Enterprise Fleet Management associates to ensure consistent service quality. Hours of Operation Maintenance Team: Monday–Friday: 6:00 a.m. – 9:00 p.m. CST Saturday: 7:00 a.m. – 4:00 p.m. CST Roadside Assistance Team: Monday–Friday: 5:00 a.m. – 9:00 p.m. CST Saturday: 7:00 a.m. – 4:00 p.m. CST After Hours: Roadside calls are routed to partner vendors. Roadside assistance is available 24/7. Supplier Network Enterprise encourages use of 40,000+ Preferred Partners for the highest service quality and reduced downtime. Total network includes 90,000+ maintenance and repair shops nationwide, including dealers and National Account partners such as: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey. These partnerships provide customers with access to a nationwide network for routine maintenance and repairs beyond warranty coverage. Compliance with Procurement Rules Enterprise Fleet Management adheres to all federal, state, and local procurement regulations. Our vendor network and service agreements are structured to meet competitive bidding and cooperative purchasing requirements. We maintain audit-ready documentation, including detailed invoicing and service records, to ensure transparency and accountability. All processes align with public procurement standards, mitigating risk and ensuring legal compliance.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Enterprise Fleet Management has a dedicated ordering team located at our corporate office in St. Louis, responsible for placing factory orders with all major manufacturers. We utilize advanced system tools and an internal database to transmit orders electronically between departments and most OEMs, ensuring accuracy and efficiency. In addition, this team works closely with the OEMs to secure the best applicable incentive for each client based on their needs often identifying additional savings opportunities by comparing incentives across channels. Our ordering team has direct access to: Manufacturer ordering systems Official ordering guides Assigned manufacturer contacts for assistance with ordering, scheduling, and tracking inquiries Access to OEM Brand and Technical Teams OEM Incentive Guides and Contacts Tracking Details to ensure effective communication on ordering status This streamlined process allows Enterprise to manage large volumes of factory orders effectively each day and maintain strong relationships with manufacturers for timely delivery and support.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Customer Service Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard…and we reward hard work. • Great things happen when we listen…to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open. In addition to our ESQI metric, our teams our measured and several on Service Key Performance Indicators such as response time, ensuring we are proactively meeting with and communicating with our clients as well as several others. At Enterprise, service is a way of life.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Enterprise Fleet Management provides local sales support through more than 60 offices across North America, staffed by over 1,000 trained sales professionals. These teams conduct thousands of meetings each month to help government organizations optimize their fleets and consistently position the Sourcewell cooperative contract as the most efficient procurement solution. By recommending cooperative purchasing during the sales process, our professionals streamline procurement, reduce administrative burden, and enhance the overall customer experience.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is fully capable of providing our complete range of fleet management services to Sourcewell member agencies in Canada and has over 100 government agencies already partnered in Canada and growing. We currently operate four dedicated teams within Canada to support local clients. While our services are broadly available, some geographical limitations apply in certain regions of Canada. Our Canadian teams include French-speaking account managers and customer service representatives to ensure clear communication and compliance with local language requirements. All documentation, contracts, and client communications can be provided in both official languages upon request. Enterprise remains committed to delivering consistent, high-quality service across all areas where coverage is available, while meeting language and regulatory requirements.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Enterprise Fleet Management is dedicated to providing comprehensive service coverage throughout the United States and Canada. While most regions are supported by a local Enterprise office, remote areas are serviced by the nearest available location to ensure continuity. Regardless of geographic challenges, Enterprise remains fully committed to collaborating with Sourcewell participating entities to identify effective solutions and deliver the highest level of service and support, no matter the location.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We provide comprehensive fleet management services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide. Our extensive infrastructure and experienced teams allow us to deliver personalized, local support while leveraging national resources for cost efficiency and operational excellence. Enterprise Fleet Management is committed to helping government organizations optimize their fleets through proven strategies, compliance with procurement regulations, and industry-leading service standards.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has leased vehicles in Hawaii, Alaska, and Puerto Rico. We operate in full compliance with local laws and statutes in these regions. All vehicles leased in Puerto Rico are priced based on dealer stock pricing to ensure transparency and adherence to local market conditions as factory ordering is not generally available by the OEM's into Puerto Rico Enterprise Fleet Management is committed to providing consistent, compliant, and high-quality service across all regions where coverage is available.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As previously demonstrated, with over 97% of the spend in this category and recognition as a Sourcewell Pioneer Partner Award recipient, Enterprise Fleet Management's ability to market and grow this contract is unmatched. Our marketing and outreach efforts have resulted in triple-digit growth for Sourcewell, and we continue to dedicate resources and emphasize this partnership. Enterprise Fleet Management will continue to collaborate with Sourcewell to develop a customized marketing strategy that leverages our extensive sales infrastructure across North America. Our scale and resources allow us to respond quickly to increased demand and ensure maximum program visibility. Enterprise's approach ensures broad awareness, proactive engagement, and measurable results, driving adoption and delivering value to Sourcewell members. Our marketing strategy for promoting this opportunity focuses on a full-funnel, multi-channel approach tailored to government agencies: Dedicated Landing Page: A government-specific page with a clear call-to-action to capture interest and drive engagement. Targeted Campaigns: Performance-driven media buys and social campaigns aimed at prospective government clients. Email Nurture Programs: Ongoing email nurture campaigns to educate and convert leads over time. Cross-Channel Visibility: Promotion of the partnership on the Enterprise website, which attracts millions of visitors annually, ensuring broad exposure. Involvement at Tradeshows and National Associations: Enterprise is an active member in many National Assoc and trade shows i.e. National League of Cities, Government Finance Officers Assoc, etc. This integrated strategy combines digital advertising, social engagement, and content-driven tactics to maximize awareness and lead generation within the government sector.	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We leverage technology and digital data extensively to enhance marketing effectiveness across the entire funnel: Targeted Media Campaigns: We run an “always-on” digital media buy that uses algorithms to reach B2B C-suite and executive decision-makers in key industries. Ads are placed across major platforms (i.e. LinkedIn, Meta, Gmail, Newsweek, etc.) and retarget visitors who engage with our site but don’t convert. Search Engine Marketing (SEM): We actively bid on high-value category keywords (e.g., fleet management terms) and brand keywords to ensure visibility at the top of search results. We also monitor competitor keyword strategies to optimize performance marketing. Search Engine Optimization (SEO): We create content (articles, white papers) aligned with trending search terms to improve organic rankings and maintain organic, non-paid visibility. Business Listings: We maintain and pay for local business listings to capture location-based searches, giving us a competitive edge over competitors with fewer offices. Data-Driven Optimization: We track performance metrics like Marketing Qualified Leads, new accounts, fleet size, and potential. Insights from these data points guide continuous optimization of ad placements and keyword strategies. Sales Enablement & CRM Integration: We use Salesforce and Pardot for compliant email campaigns and nurture programs, supporting both new account growth and current client engagement. In short: Our approach leverages integrated, cross-channel marketing activations—combining advanced targeting, retargeting, keyword bidding, SEO, and data analytics—to drive brand awareness, consideration, and lead generation while supporting sales growth. Additionally, as the leading fleet management company in the U.S., Enterprise Fleet Management executive leaders consistently share expertise by speaking at industry events and with media. Subject-matter experts are regularly featured in Automotive Fleet, Government Fleet, and other trade publications given the organization’s position in the industry. For example, Enterprise recently published the whitepaper “Winning Strategies for Driving Down Costs and Maximizing Value in the Public Sector” alongside the article “Supercharge Government Fleet Operations with Breakthrough Flexibility,” which achieved 37.7K impressions through Smart City’s digital channels. Enterprise Fleet Management also works with customers to generate media coverage about new partnerships and initiatives. For example, Enterprise Fleet Management partnered with the City of South Pasadena to announce the nation’s first all-electric police fleet, earning coverage in top tier media publications, including Fox Business, Los Angeles Times, POLITICO, as well as pick up from the Associated Press.	*

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We expect Sourcewell to maintain an unbiased recommendation of the awarded contracts in this category allowing us to illustrate why Enterprise Fleet Management is the market leader and provides the best value proposition to its members. We expect Sourcewell to continue to promote and assist in answering specific questions from Sourcewell members regarding contract utilization and how to utilize the awarded contracts effectively. We expect Sourcewell to continue to maintain collaborative relationship with Enterprise to resolve issues promptly, encourage innovation, and ensure consistent compliance, quality and service. As a result of earning this RFP, we will continue to make sure that are of our government sector clients are aware of this contract and its details. We will continue to train and ensure that our 60 fully staffed offices across North America are trained to recommend cooperative purchasing contracts to eligible entities during the sales process to ensure a more efficient and timelier implementation. Our teams receive in-depth training on how these contracts work and the benefits of utilizing them over other procurement options. Additionally, we will continue to promote the contract as part of our public sector marketing efforts. Enterprise Fleet Management expects Sourcewell to maintain an impartial stance in recommending awarded contracts within this category, enabling us to demonstrate why EFM is the market leader and delivers the strongest value proposition to its members. We also anticipate Sourcewell's continued support in promoting the contract and assisting members with questions regarding utilization and best practices. We look forward to sustaining a collaborative relationship with Sourcewell to resolve issues promptly, foster innovation, and ensure consistent compliance, quality, and service. Following this award, Enterprise will continue to ensure that government-sector clients are fully informed about the contract and its benefits. Our 60+ fully staffed offices across North America will remain trained to recommend cooperative purchasing agreements during the sales process, ensuring efficient and timely implementation. Each team receives in-depth training on contract terms and the advantages of cooperative procurement compared to other options. Additionally, we will continue to incorporate this contract into our public-sector marketing strategy. As a current Sourcewell-awarded vendor, Enterprise has consistently delivered exceptional results—holding more than 97% of category spend and ranking among Sourcewell's top contracts. Our goal is not only to maintain this success but to identify new opportunities to enhance and expand the program.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Enterprise Fleet Management provides a tailored ordering and procurement process for each Sourcewell member agency to ensure alignment with their unique needs and objectives. Our Approach Includes: Dedicated Account Teams: Each member agency is assigned a local account team that will meet directly with the agency to understand specific requirements. Customized Vehicle Menu: Based on these discussions, we create a menu of vehicle options that the member can utilize for ordering, including available makes, models, and configurations. Transparent Quoting Process: After selections are finalized, Enterprise provides a detailed quote for each vehicle category, which must be reviewed and approved by the agency's authorized signer before the order is placed, this accomplished via Docusign simplifying the process for Sourcewell members and maintaining accurate ordering. Compliance with Procurement Rules Enterprise Fleet Management adheres to all federal, state, provincial, and local procurement regulations throughout the ordering process. All processes align with public sector requirements, mitigating risk and ensuring legal conformity for member agencies. This approach ensures accuracy, transparency, and compliance, while delivering a streamlined experience for Sourcewell members.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training and Onboarding clients is a priority for Enterprise Fleet Management as we want to ensure that they are maximizing the return on the services in which they are enrolling in. Below iare examples of our Training and Onboarding plan: Implementation Plan Our implementation approach is designed to ensure a smooth, efficient, and fully supported transition for Sourcewell and its drivers. A dedicated local account team will take full ownership of the implementation process, managing all aspects from planning to execution. Training and Onboarding Services We will provide and host all driver training and onboarding services, including: Live and recorded webinars Conference calls for Q&A and support Printed training materials Online instructional videos Additional customized resources as needed These services are tailored to Sourcewell' s specific requirements and the unique needs of your drivers. Our team will work closely with you to review all available options and develop a clear, customized implementation roadmap. This ensures alignment with your goals and minimizes disruption to your operations. Cost and Support There are no additional costs for implementation and transition services. These are included as part of our standard service offering. Our goal is to make the process as easy and effective as possible, laying the groundwork for a successful long-term partnership. Post-Implementation Support Following implementation, our team remains actively engaged to ensure continued success and optimal performance of the program. Post-implementation support includes: Dedicated Account Management: Your local account team will continue to serve as your primary point of contact, providing ongoing guidance and support. Driver and Staff Assistance: We offer continuous access to training resources, including refresher webinars, updated materials, and on-demand video content. Performance Monitoring: We will regularly review program metrics and user feedback to identify opportunities for improvement and ensure alignment with your goals. Issue Resolution: Our support team is available to promptly address any questions, concerns, or technical issues that may arise. Program Optimization: As your needs evolve, we will work with you to adjust and enhance the program, ensuring long-term value and satisfaction. All post-implementation support services are included in our standard offering at no additional cost, reinforcing our commitment to a successful and lasting partnership. When applicable we will leverage our third party partners as experts for additional training, such as OEM, Telematics, Fuel etc.	*

42	Describe any technological advances that your proposed Solutions offer.	Since 2015, Enterprise has invested over $500 million in information technology (IT) solutions to better serve its customers. This includes the launch of a mobile app and customer login website, making it more convenient for companies, government agencies and organizations to monitor and manage all aspects of their fleets on the go. Like the rest of our organization, our technology focus is to provide our customers and employees with the information and tools they need to be successful. We set our budgets and project priorities to accomplish this goal, all while trying to keep costs at a reasonable level. We examine input from our customers, Client Advisory board, field team, and corporate personnel to determine the list of projects to pursue. Our website and mobile app remain a top priority to ensure a great customer experience, and we continue to invest in adding new features and capabilities. A significant modernization of the customer website is also planned to start in late 2025. Our current roadmap is highlighted below and share's recent enhancements, as well as an outlook to our investment over the next 24 months. Summer to Winter 2025: - Mobile App Design Update – Updated look and feel to the mobile app design. This update includes performance updates and new language support for Spanish and French Canadian. - Digital Glovebox – Allow storage and management of key documents such as vehicle insurance via the website and mobile app. - Vehicle Order Tracker - Knowing where your vehicle order is in the process is key to your business. Customers will soon be able to monitor and track their vehicle orders from ordering a vehicle, adding aftermarket equipment, to estimated time for delivery. - Integrated Fuel card ordering & management within the current EFleets website in collaboration with WEX. Future Investment within 24 Months: - Modernized digital experience with new capabilities, simplifying reporting and supporting critical tasks for customers. - Integrated connected vehicle technology with vehicle health and maintenance dashboards supporting both ICE and EV vehicle types. - Advanced maintenance tracking as well as maintenance authorization, scheduling, and other self-service capabilities.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Green Initiatives and Environmental Stewardship Enterprise Fleet Management is deeply committed to sustainability across its operations, services, and partnerships. Our environmental initiatives are designed to support our customers’ sustainability goals while reducing the overall ecological footprint of fleet operations. These efforts span fleet optimization, carbon accountability, facilities management, and corporate social responsibility. Fleet Optimization and Vehicle Cycling Enterprise helps customers make environmentally responsible decisions through data-driven fleet management. By analyzing emissions, fuel efficiency, and lifecycle costs, we enable smarter vehicle cycling that reduces environmental impact. Emissions tracking and reporting Fuel efficiency analysis Remediation cost evaluation Support for low-emission and fuel-efficient vehicle selection Carbon Reporting and Offsets Enterprise simplifies emissions benchmarking and offers verified carbon offset solutions through: TerraPass – A third-party partner investing in renewable energy and carbon reduction projects Certifying Agencies: Verified Carbon Standard (VCS), Climate Action Reserve (CAR) Enterprise Holdings Foundation matches a portion of each customer’s offset purchase to amplify impact Energy and Facilities Management Our corporate headquarters in St. Louis, Missouri, reflects our commitment to sustainable building practices: LEED Gold Certification in 2012 from the U.S. Green Building Council Built on previously developed land to minimize environmental disruption Low-flow fixtures reduce water usage by 46% LED lighting reduces electricity usage by 56% 92% of construction waste recycled or repurposed Corporate Social Responsibility (CSR) Enterprise Fleet Management, as an affiliate of Enterprise Holdings, supports long-term community growth and environmental sustainability through: Promotion of alternative fuels and mobility solutions Increased access to fuel-efficient vehicles Resource-efficient operations and waste minimization Carbon offset programs for vehicle leasing and rental Support for local and global philanthropic initiatives Disaster relief and community development efforts Our CSR Governance Council oversees a robust set of policies, including: Carbon Offsets Duty of Care Supplier Code of Conduct Human Rights Safety Recalls Workplace Ethics Equal Opportunity Employment Founding Values Privacy and Safe Harbor Subsidiary and Franchisee Sustainability Standards Sustainable Maintenance Programs We take a practical approach to sustainable transportation by focusing on small changes that make a big impact: Recycling and repurposing materials Comprehensive vehicle maintenance to reduce waste and costs Responsible material management Windshield recycling Use of water-based paints Re-refining oil and recycling filters Tire repurposing License plate renewal practices Prioritization of fuel-efficient vehicles

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Third-Party Sustainability Certifications and Eco-Labels 1. LEED Gold Certification (2012) one year certification to recognize our energy-efficient design. Certifying Agency: U.S. Green Building Council Scope: Enterprise Fleet Management's corporate headquarters in St. Louis Details: Recognized for energy-efficient design, water conservation, LED lighting, and recycling of construction waste. This is the second-highest level of LEED certification available and reflects a strong commitment to sustainable building practices. 2. Verified Carbon Offsets Certifying Agency: TerraPass (partnered with Verified Carbon Standard and Climate Action Reserve) Scope: Carbon offset programs offered to customers Details: Enterprise helps customers offset fleet emissions by investing in renewable energy and carbon reduction projects. The Enterprise Holdings Foundation matches a portion of each customer's offset purchase. 3. ISO 14001 (Enterprise Holdings sustainability practices) Certifying Agency: International Organization for Standardization (ISO) Scope: Environmental Management Systems (EMS) Details: ISO 14001 provides a framework for improving resource efficiency, reducing waste, and ensuring environmental compliance. While not explicitly listed for Enterprise Fleet Management, it is commonly adopted by large organizations with sustainability programs. 4. Cradle to Cradle Certified (Referenced in sustainability resources) Certifying Agency: Cradle to Cradle Products Innovation Institute Scope: Life-cycle design and product sustainability Details: This certification is relevant for evaluating products based on material health, reuse, renewable energy, water stewardship, and social fairness and not applicable to our services. Enterprise Mobility annually submits to leading ESG platforms to benchmark and improve our sustainability performance. We maintain a "Fast Mover" designation with EcoVadis, reflecting our proactive approach to sustainability, and currently hold a strong SAQ score of 83. Additionally, we report to CDP, where we have achieved a score of C, demonstrating our commitment to transparency and continuous improvement in climate-related disclosures. Additional information on our sustainability platform can be found on our mobility website. https://www.enterprisemobility.com/content/dam/enterpriseholdings/marketing/our-impact/sustainability/esg-report/esg-report-fy24.pdf	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Enterprise Fleet Management offers a suite of solutions uniquely positioned to serve Sourcewell participating entities. Our approach combines deep industry expertise, national infrastructure, and a customer-first mindset to deliver unmatched value. Key differentiators include: 1. Fleet Expertise and Scale As part of Enterprise Holdings, we manage and operate over 1.85 million vehicles globally, giving us unparalleled insight into: Industry trends and regulatory changes Vehicle recalls and manufacturer updates Residual values and model enhancements This scale allows us to bring proven strategies and real-time market intelligence to Sourcewell members. 2. Nationwide Infrastructure and Local Support With over 60 fleet management offices nationwide and over 1,000 field employees, our local account teams provide personalized, face-to-face service. This proximity ensures responsive support and tailored solutions for each participating entity. Our people are part of developing, implementing and enhancing fleet strategies for our clients and are often asked to speak, present and be present at council meetings, board workshops, etc. 3. Total Cost of Ownership (TCO) Optimization We apply our internal fleet management expertise to help Sourcewell members reduce costs across: Acquisition Maintenance Fuel Depreciation Resale Our data-driven approach ensures decisions are made with full visibility into cost impacts. We help our clients identify the right vehicles for the application at the best cost and also ensure that they are properly using the assets often facilitating disposal of under utilized assets. 4. Logistics and Operational Efficiency Enterprise's experience in managing its own fleet logistics—vehicle pickup, delivery, and movement—translates into faster, more efficient service for our clients. We understand the operational challenges and solve them proactively. 5. Vehicle Resale and Remarketing Our nationwide network of remarketing professionals and offices allows us to maximize resale value through the most effective channels. We invest more in this area than any competitor, ensuring optimal returns for Sourcewell entities. This allows us to avoid auctions where often returns are less and fees come with that service. 6. In-House Claims and Subrogation Services As a self-insured company, Enterprise has dedicated in-house teams managing physical damage claims and subrogation. This internal expertise leads to faster resolution, reduced costs, and better outcomes for our clients. 7. Additional services available to Sourcewell Members Enterprise Mobility is an awarded vendor under the category "Near-new vehicle purchasing" allowing access to sourcewell members to purchase pre-owned vehicles at a discounted rate. Through Enterprise and National, we provide a comprehensive industry-leading business rental program Public-Sector pricing available through our mobility experts https://www.enterprise.com/en/business-car-rental/publicsector.html	*

46	Describe in detail any facilitation or support services offered when OEM warranty work is required for vehicle acquired via your offering.	Warranty and Repair Support Enterprise Fleet Management partners with a network of national account providers to offer nationwide warranties and corporate-level support for vehicle repairs. Warranty coverage varies based on the type of repair and the parts used, but our process ensures that customers receive the maximum benefit available. Our ASE-certified technicians are trained to identify potential warranty opportunities by reviewing each vehicle's service and repair history. When repairs fall just outside of standard warranty coverage, our team refers the vehicle to the dealer. In many cases, our National Service Department can pursue goodwill assistance from the manufacturer to help cover eligible repairs. This proactive approach ensures that Sourcewell participating entities receive the most cost-effective and comprehensive support possible throughout the lifecycle of their fleet. Enterprise Fleet Management takes a proactive approach to helping clients minimize repair costs, especially when vehicles are just outside of standard warranty coverage. The goodwill assistance process involves the following steps: Warranty Review by Technicians Enterprise's ASE-certified technicians carefully review each vehicle's service and repair history to identify potential warranty coverage. This includes checking for manufacturer warranties and extended coverage options. Referral to Dealer for Out-of-Warranty Repairs If a repair falls just outside the warranty period, the vehicle is referred to the appropriate dealership for further evaluation. Engagement of National Service Department (NSD) Enterprise's National Service Department steps in to advocate on behalf of the client. They work directly with the manufacturer to request goodwill assistance—a discretionary coverage offered by manufacturers for repairs that are no longer under warranty but meet certain criteria (e.g., low mileage, consistent maintenance history, recent warranty expiration). Negotiation and Approval The NSD leverages Enterprise's strong manufacturer relationships and repair data to negotiate coverage. If approved, the manufacturer may cover part or all of the repair cost, reducing the financial burden on the client. Client Notification and Repair Coordination Once goodwill assistance is secured, Enterprise coordinates the repair and communicates the outcome to the client, ensuring transparency and minimal downtime. This process reflects Enterprise's commitment to cost savings and customer advocacy, helping Sourcewell participating entities get the most value from their fleet investment.	*
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	Key Performance Indicators Enterprise Fleet Management measures performance through a variety of metrics designed to reduce total cost of ownership and improve operational efficiency for our clients. For Sourcewell members, our goal is to deliver measurable savings and strategic value across all aspects of fleet management. We focus on the following areas to drive results: Active vehicle lifecycle management to reduce fuel and maintenance expenses Annual benchmarking of fuel and maintenance spend to identify cost-saving opportunities Vehicle comparison analysis to recommend models with the best total cost of ownership Proactive fleet planning and forecasting to increase equity at disposal Continuous resale market review to determine optimal disposal timing and method Resale performance tracking against industry benchmarks to ensure competitive returns Incentive program management to reduce acquisition costs Vehicle application review to "right-size" fleet based on operational needs Driver and administrator feedback analysis to enhance satisfaction and usability Enterprise Fleet Management Performance Savings KPIs $97 million in total maintenance and repair savings $96 million in manufacturer incentives passed directly to customers $30 million in negotiated repair savings, with 20–40% discounts on parts and labor through our network of 90,000 partner shops 109% resale performance compared to Black Book's Commercial Vehicle Index (CVI), exceeding industry standards Additionally, we measure and monitor several Customer Service KPI's like our ESQI scores to ensure that we are proving our clients the best experience in the industry.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	

48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	While we do not hold any certifications, Enterprise Fleet Management is proud of its legacy as a veteran-founded and woman-led organization—an identity that reflects our deep commitment to service, leadership, and inclusion. The company was founded in 1957 by Jack C. Taylor, a decorated U.S. Navy fighter pilot who served aboard the USS Enterprise during World War II. Inspired by the values of integrity, discipline, and teamwork he learned in the military, Jack named the company after the aircraft carrier and built it on the principle: “Take care of your customers and employees first, and profits will follow.” [en.wikipedia.org] Today, Enterprise Fleet Management is led by Chrissy Taylor, the third generation of the Taylor family and one of the most prominent female CEOs in the global transportation industry. Chrissy began her career as a management trainee and rose through the ranks, holding 17 different positions before becoming President & CEO in 2020. Under her leadership, the company continues to innovate, expand its sustainability efforts, and champion diversity across its operations. This unique combination of military heritage and female executive leadership sets Enterprise Fleet Management apart in the industry and aligns with the values of Sourcewell participating entities that prioritize integrity, service, and inclusive representation. Enterprise Fleet Management is deeply committed to the principles of equal employment opportunity (EEO) and affirmative action (AA). These values are embedded in our company culture and communicated through: Our employee handbook Mandatory companywide diversity training Prominent postings in all branch offices nationwide We actively promote diversity, equity, and inclusion across our workforce and supplier relationships, and we are proud of our veteran ownership and woman leadership history, which reflect our dedication to representation and opportunity. Support for Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE) Enterprise Fleet Management takes a proactive approach to engaging and supporting SBE/MWBE vendors through the following initiatives: Identifying opportunities for certified SBE/MWBE vendors to provide goods and services Outreach efforts, including letters to interested vendors encouraging proposals and maintaining a log of all communications Encouraging certification for eligible vendors and assisting with bonding, credit, and insurance requirements Negotiating in good faith with all interested and certified SBE/MWBE vendors Membership and support of local and national minority, women, and small business organizations Advertising in DBE-focused publications to attract qualified vendors Encouraging drivers to utilize DBE and M/WBE vendors for maintenance and repair services based on operational needs Enterprise and its affiliate, National, are active members of numerous local and national programs, including: National Minority Supplier Development Council (NMSDC) affiliates Ethnic chambers of commerce National Association of Women Business Owners (NAWBO) chapters Women’s Business Enterprise National Council (WBENC) regional chapters Urban League chapters These efforts reflect our ongoing commitment to building inclusive partnerships and promoting economic opportunity for underrepresented groups.	*

49		Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
50		Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
51		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
52		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
54		Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
55		Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
56		Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A, 6B, 6C, 6D, 6E)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	Payment Terms Standard payment terms are Net 30. Payment Options Enterprise Fleet Management offers multiple convenient payment methods for Sourcewell participating entities: Direct Debit: Automatic withdrawal on the 20th of each month. One-Time ACH: Payments can be initiated via phone or email. Check: Payments may be mailed or sent via overnight delivery. Wire/ACH Push: Can be arranged through Enterprise's designated banking partner.	*

58	Describe any leasing or financing options available for use by educational or governmental entities.	Your local Enterprise Fleet Management team will collaborate with you to customize lease terms and deliver the most cost-effective solutions tailored to your operational needs. Enterprise offers four primary funding options: 1. Open-Ended Equity Lease A flexible solution ideal for organizations needing adaptable vehicle lifecycle funding. Key features include: No early termination penalties—vehicles can be returned at any time Payoff amount always applies; equity from vehicle resale can be applied to future leases If the resale value is less than the payoff, the difference is billed to the agency No mileage restrictions or wear-and-tear charges Improved cash flow and flexible financing Ownership rights retained by the agency Lease terms based on actual vehicle usage, not fixed timelines This lease finances the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), based on anticipated market value. Agencies pay only for the time the vehicle is in use, improving budget flexibility. 2. Closed-End Lease Designed for low-mileage drivers, this option offers: Lower monthly payments Fixed lease terms (terms and miles) No residual risk at lease end. Simply turn the vehicle in 3. Prepaid Lease Ideal for entities seeking interest savings: All lease payments made upfront Access to discounted interest rates Simplified budgeting 4. Open-Ended Lease Finance For entities preferring vehicle ownership Leases are written down to a zero book value allowing for easier transfer of ownership at term if desired Suitable for long-term asset retention Service Charge and any pass through LTT fees are applicable for Title Lease Term Flexibility Enterprise offers lease terms ranging from 12 to 60 months for all vehicle classes and up to 72 months on specialty vehicles. While initial terms do not exceed 60 months Open-Ended Leases can be extended: Continue month-to-month until the RBV is fully paid Pay off the RBV at 60 months Extend for an additional term Once the vehicle Reduced Book Value is fully satisfied, Sourcewell members can keep on Enterprises books for the original management fee	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We have attached our sample contracts.	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Inclusive, Upfront Pricing Enterprise Fleet Management understands the challenges of calculating both direct and indirect fleet costs. That's why we provide transparent, inclusive pricing upfront, along with predictive cost tools to help Sourcewell participants plan effectively for fleet expenses throughout the year—and beyond. Integrity and Transparency We prioritize clarity and trust. Our contracts are straightforward, with no hidden fees. Your dedicated Client Strategy Manager will offer honest, data-driven recommendations tailored to your needs. You'll also have full access to the same fleet data via our Client Website, ensuring complete visibility and collaborative decision-making. Flexible Financing Options Enterprise offers a range of leasing and financing solutions to meet diverse operational and budgetary needs, including: Open-End Lease Closed-End Lease Prepaid Lease Self-Funded Programs We work closely with each client to identify the best-fit financing structure and adapt to evolving requirements.	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Manufacturer Discounts & Capitalized Cost Enterprise Fleet Management leverages its national purchasing power to secure significant discounts for Sourcewell members. Discounts typically range from 5% to 25% off the Manufacturer's Suggested Retail Price (MSRP). For example: MSRP for a Ford Explorer: $36,540 Delivered Price: $31,232 Savings: Approximately 15% In some cases, manufacturers may also offer free optional equipment, providing additional value and cost savings when available. Capitalized Cost is calculated as: Factory Invoice Price Minus manufacturer-provided incentives Minus any applicable advertising fees This pricing structure ensures transparency and maximizes value for Sourcewell participants and as the largest purchaser of vehicles in North America, we leverage our OEM relationships to ensure the best solutions are offered to our sourcewell members.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Incentive Management & Ancillary Discounts Enterprise Fleet Management works diligently to secure the best available incentives for Sourcewell members through: A dedicated team of incentive analysts at our operations headquarters Strong partnerships with manufacturers and relationships with dealers Ongoing collaboration with manufacturer zone representatives Our team actively tracks a wide range of incentives and maintains a comprehensive database that compares these against standard fleet, association, and upfit incentives. This allows us to identify and apply the most advantageous offers for each client. In some cases, manufacturers provide exclusive incentives to Enterprise that are not available through other channels. These are applied strategically to maximize savings for Sourcewell participants. For ancillary programs such as Full Maintenance and Maintenance Management, Enterprise passes through additional discounts on parts and labor, further enhancing cost efficiency. Volume/High Quantity discounts from Enterprise Fleet Management are also available to Sourcewell members based on individual member needs	*

64	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Enterprise Fleet Management provides comprehensive support for sourcing and installing aftermarket equipment. Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation - this is a part of Enterprise s standard service and additional value added service to our clients. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment such as toolboxes, lights, signage, service bodies etc. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement. Another example of Enterprise Fleet Managements open source at cost is vehicle electrification. In the event that a client wants to electrify their fleet, we do not markup vehicle chargers or installation, we introduce them to our national partners and allow them access to the services at no markup.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Vehicle registration fees, as applicable based on end user, are passed through directly to the end user without markup. All other costs are addressed within Enterprise’s inclusive pricing structure provided in the RFP response.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Enterprise Fleet Management typically arranges for vehicles to be delivered to the dealer closest to the end user, allowing for convenient pickup. Alternatively, Enterprise can coordinate delivery through the dealer or Enterprise personnel. Delivery charges may apply, depending on distance and other logistical factors.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise Fleet Management maintains a broad network of dealerships and local personnel across supported regions. This includes staff from Enterprise Fleet Management offices and affiliated Enterprise Rent-A-Car and National Car Rental locations. These resources are available to assist with vehicle delivery and pickup, ensuring efficient logistics and responsive service for Sourcewell member agencies.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise Fleet Management employs one of the largest driver teams in the industry, enabling efficient coordination of vehicle pickups, deliveries, and transfers. With a global fleet of 1.85 million units operated in partnership with Enterprise Holdings, we manage logistics daily, giving us deep expertise and agility in navigating complex delivery scenarios for our fleet customers.	*

69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Enterprise Fleet Management enforces compliance through a combination of system controls, regular audits, and transparent reporting: 1. System-Level Controls A dedicated pricing plan for Sourcewell is hard coded into Enterprise's internal systems. This pricing structure is locked, meaning it cannot be modified by any sales or support team member. All quotes and transactions for Sourcewell members are automatically tied to this pricing plan, ensuring consistency and adherence to contract terms. 2. Delivery & Transaction Audits Enterprise conducts monthly reviews of all vehicles on order prior to delivery processed under the Sourcewell program. These audits verify that pricing, incentives, and services provided align with Sourcewell contract requirements. Any discrepancies are investigated and resolved prior to billing to maintain program integrity. 3. Internal Oversight Enterprise's Client Strategy Managers and compliance teams are trained to uphold Sourcewell contract standards. Any updates to pricing, incentives, or program terms are reviewed and approved centrally before implementation.	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Internal Metrics & Customer Satisfaction Tracking Enterprise Fleet Management tracks key performance indicators to ensure program success and continuous improvement. Example metrics include: New customers utilizing the Sourcewell contract Total vehicle orders placed Total deliveries completed Our goal is to build lifelong customer relationships, and we actively monitor satisfaction through multiple channels: Internal Service Quality Index (SQi) External surveys, including the J.D. Power Satisfaction Survey Customer service inquiries and feedback These results are closely reviewed, and process improvements are implemented as needed to ensure we consistently meet or exceed customer expectations.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below. Deliveries to qualified members during the term of the contract is $150.00 per new delivery. Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market-by-market basis.	*

Table 6B: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage/Fees	Details	
72	Interest Rate Index Used	3- Year T- Bill Canadian 3 Year Bond	3- Year T- Bill Canadian 3 Year Bond	*
73	Basis Points	350 Basis Points (US and Canada)	350 Basis Points (US and Canada)	*
74	Domestic Factory Order Vehicles	Manufacturers Published Invoice Less all applicable incentives (+) $170 Acquisition Fee plus courtesy delivery fee that is a pass-through charge from the delivering dealer	Manufacturers Published Invoice Less all applicable incentives (+) $170 Acquisition Fee plus courtesy delivery fee that is a pass-through charge from the delivering dealer	*
75	Foreign Factory Order Vehicles	Manufacturers Published Invoice Less all applicable incentives (+) $170 Acquisition Fee plus courtesy delivery fee that is a pass-through charge from the delivering dealer	Manufacturers Published Invoice Less all applicable incentives (+) $170 Acquisition Fee plus courtesy delivery fee that is a pass-through charge from the delivering dealer	*
76	Domestic Dealer Stock Vehicles	Dealer Provided Invoice or Buyer sheet Less (-) Applicable Incentives plus (+) $170 acquisition fee, (+) any applicable dealer fees; subject to dealer availability, applies to all Dealer ordered vehicles	Dealer Provided Invoice or Buyer sheet Less (-) Applicable Incentives plus (+) $170 acquisition fee, (+) any applicable dealer fees; subject to dealer availability, applies to all Dealer ordered vehicles	*
77	Foreign Dealer Stock Vehicles	Dealer Provided Invoice or Buyer sheet Less (-) Applicable Incentives plus (+) $170 acquisition fee, (+) any applicable dealer fees; subject to dealer availability, applies to all Dealer ordered vehicles	Dealer Provided Invoice or Buyer sheet Less (-) Applicable Incentives plus (+) $170 acquisition fee, (+) any applicable dealer fees; subject to dealer availability, applies to all Dealer ordered vehicles	*

Table 6C: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage/Fees	Details	
78	Federal Tax Incentives	no charge/fee/100% passed	EFM passes through all eligible and applicable incentives to end users at no charge	*
79	State Tax Incentives	no charge/fee/100% passed	EFM passes through all eligible and applicable incentives to end users at no charge	*
80	Manufacturer Incentives	no charge/fee/100% passed	100% of end user eligible incentives are passed to the member (Manufacturer Regional or State Incentive for specific model available at time of order available to the member) EFM also works closely with the manufacturers to achieve the highest available incentive and thus reducing cost to end user	*

Table 6D: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage/Fees	Details	
81	Fixed Maintenance	Variable	Enterprise offers a comprehensive fixed maintenance program that includes both preventative and non-preventative maintenance services. This program can be customized to incorporate additional components such as brakes, tires, and replacement rentals, allowing for a fully budgeted maintenance solution throughout the vehicle's term. Pricing Structure Rates vary based on vehicle type, annual mileage, and usage application. On average, pricing ranges from $40 to $90 per month, depending on these factors. Coverage is available for vehicles up to 100,000 miles and includes: All routine maintenance as recommended by the manufacturer Unplanned repairs, provided they are not the result of misuse or abuse This program is designed to provide predictable maintenance costs and minimize unexpected expenses over the life of the vehicle.	*
82	Occurance Maintenance	$6 per month per vehicle	$6 per month card fee per vehicle plus cost of service and parts. No out of network fees or additional roadside service fees.	*
83	Management Fee	0.10% for Factory Ordered Vehicles 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles 0.15% for Dealer Stock Vehicles	*
84	Service Charge	US $400 CA $495	US $400 CA $495 per vehicle at the end of the Lease	*
85	Lease Termination Fee	Equity Leases: $0 Net Leases: three months rent plus 30% of the total rent due	$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process. Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement.	*
86	Interim Interest Yes/No, How is it calculated?	Yes	Enterprise Charges Interim interest from the date that Enterprise pays for the vehicle + aftermarket equipment (if applicable) until it is delivered. It is calculated as follows: (3 Yr T-bill/Ca Bond Rate + 350 BP) x vehicle + aftermarket equipment cost (if applicable) / 365 x number of days between the paid for date and deliver date)	*
87	Resale Fee	$400	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of $400.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units. This is not in addition to the service charge as it is only applicable to non-Enterprise leased vehicles. This is an optional service.	*
88	Provide fees not listed + rate	Optional services provided	See pricing matrix for services available to Sourcewell Members but not referenced here	*

Table 6E: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
89	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Enterprise Fleet Management leverages its national purchasing power to secure significant discounts for Sourcewell members. Discounts typically range from 5% to 25% off the Manufacturer's Suggested Retail Price (MSRP). This pricing structure ensures transparency and maximizes value for Sourcewell participants and as the largest purchaser of vehicles in North America, we leverage our OEM relationships to ensure the best solutions are offered to our sourcewell members.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
90	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Enterprise Fleet Management provides a full-service, customizable fleet management program designed to optimize performance, reduce total cost of ownership, and improve operational efficiency for Sourcewell participating entities. Our solutions are backed by the infrastructure and expertise of Enterprise Holdings, the world's largest fleet operator. 1. Fleet Acquisition & Leasing Equity Lease & Closed-End Lease Options: Flexible financing models tailored to organizational needs Vehicle Selection Support: Side-by-side comparisons of makes and models based on cost, fuel efficiency, and suitability Manufacturer Incentives: Access to national fleet discounts and rebates, passed directly to customers 2. Used Vehicle Solutions Certified Pre-Owned Fleet Vehicles: Access to high-quality, well-maintained used vehicles from Enterprise's own fleet Resale Expertise: Enterprise sold over 126,000 client vehicles in 2024 at an average of 109% above Black Book's CVI, maximizing equity returns [efleets.com] Multi-Channel Remarketing: Vehicles are sold through the most effective channels to ensure optimal resale value 3. Fleet Planning & Optimization Client Strategy Managers: Local experts who build and manage customized fleet plans Lifecycle Management: Strategic planning for acquisition, maintenance, and disposal to reduce costs Fleet Electrification Consulting: Insights and planning support for transitioning to electric vehicles [efleets.com] 4. Maintenance Programs Nationwide Network of 90,000+ Service Centers ASE-Certified Technicians: Review and negotiate repairs, ensuring quality and cost control Real-Time Maintenance Approvals: Electronic bid submission and approval thresholds to minimize downtime Warranty & Goodwill Assistance: Proactive warranty checks and manufacturer goodwill negotiations for out-of-warranty repairs [efleets.com] 5. Technology & Reporting Tools Customer Website: Real-time fleet oversight, customizable dashboards, and

automated alerts
Mobile App: Driver tools including roadside assistance, maintenance locator, mileage tracking, and accident reporting
Annual Client Review: Year-over-year analysis of fleet performance and cost-saving opportunities
Fleet Planning Toolkit: Total cost analysis and vehicle replacement timing recommendations

6. Accident & Claims Management

24/7 Claims Support
In-House Subrogation Team: Enterprise is self-insured and manages claims internally, ensuring fast and efficient resolution

7. Sustainability Solutions

Carbon Reporting & Offsets: Verified carbon offset programs through TerraPass
Fleet Emissions Analysis: Data-driven insights to support environmental goals
LEED Gold-Certified Headquarters: Reflects our commitment to energy efficiency and sustainable operations

8. Fleet Electrification

EFM has the ability to help Sourcewell clients with their electrification journey including:
Acquisition of BEV
Implementation of Charging Strategies
Home and Workplace Charging procurement and installation

9. Telematics
EFM has partnerships with telematics partners such as Geotab, a Sourcewell awarded contract that can be offered to its clients. As Geotab is an awarded partner, we do not charge any additional fees on top of the Geotab's pricing.

10. Total Mobility Solution
Enterprise Mobility is the worlds largest and most trusted mobility provider. As such, we ensure that our clients have access to all of our services such as Daily Rental for short term needs and our Sourcewell Awarded Car Sales division.

We have also attached a full proposal with a detailed description of all our offerings.

91	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1. Fleet Acquisition & Leasing Equity Lease and Closed-End Lease options New and certified pre-owned vehicle sourcing Manufacturer incentives and fleet discounts Vehicle selection and specification consulting 2. Fleet Planning & Optimization Lifecycle cost analysis Fleet right-sizing and application review Vehicle cycling strategy Electrification consulting and EV planning 3. Maintenance & Repair Management Nationwide network of 80,000+ service providers ASE-certified technician support Real-time maintenance approvals Warranty and goodwill assistance Preventive maintenance scheduling 4. Accident & Claims Management 24/7 accident reporting and support In-house subrogation and claims processing Physical damage claims management Roadside assistance coordination 5. Technology & Reporting Tools Online customer portal with fleet dashboards Mobile app for drivers (mileage tracking, alerts, accident reporting) Fleet Planning Toolkit Annual Client Review and performance benchmarking 6. Vehicle Resale & Remarketing Multi-channel remarketing strategy Resale performance tracking Disposal timing optimization Used vehicle resale and equity return maximization 7. Sustainability & Environmental Solutions Carbon emissions reporting Verified carbon offset programs (via TerraPass) LEED Gold-certified headquarters Sustainable maintenance practices 8. Compliance & Risk Management Safety recall tracking Regulatory updates and compliance support Driver policy and program consultation 9. Vendor Diversity & Inclusion Support for SBE/MWBE vendor engagement Outreach and certification assistance Membership in diversity-focused organizations (e.g., NMSDC, WBENC, NAWBO)	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
92	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types;	(•) Yes ( ) No	Enterprise Fleet Management offers a full suite of acquisition services tailored to meet the diverse needs of Sourcewell participating entities. Our solutions support the procurement of on-road vehicles across all types,	

weight classes, and engine configurations, including electric, hybrid, and internal combustion engines.
Enterprise provides a range of customizable funding solutions to align with each entity's operational and budgetary requirements. These Flexible Lease and Financing Options include:

Open-Ended Equity Lease: Offers flexibility to exit the lease at any time, with equity gains returned or applied to future leases. No mileage restrictions or wear-and-tear penalties.
Closed-Ended Lease: Ideal for low-mileage drivers, offering predictable monthly payments.
Prepaid Lease: Allows upfront payment to take advantage of discounted interest rates.

End-of-Lease Flexibility
At the conclusion of a lease term, Sourcewell members can:
- Renew vehicles with new models. Equity can either be rolled into the next vehicle or taken as a credit
- Turn in the vehicle and take the equity
- Extend the lease term until Book Value is paid off
- Once RBV is paid off, clients can opt to take the title or keep on our books at the mgmt fee rate

Fleet Selection and Planning Tools
Enterprise supports informed decision-making through:

Vehicle Selector Lists: Expertly curated based on cost, fuel economy, safety, and driver satisfaction
Fleet Planning Toolkit: Models total cost of ownership and evaluates productivity and brand impact
Side-by-Side Comparisons: Ensures selection of the most cost-efficient vehicles for each application

Ordering and Tracking Technology
We've developed proprietary system tools and databases that enable seamless electronic transmission of orders across departments. Our ordering team has direct access to:

Manufacturer systems and ordering guides
Assigned contacts for scheduling and tracking inquiries
Real-time order tracking with manufacturers

Drivers can monitor vehicle status via the Enterprise website or mobile app, and once vehicles arrive, our Account Fleet Coordinators work directly with drivers to arrange convenient pickup or delivery.

Client Strategy Support
Each Sourcewell member is assigned a Client Strategy Manager who:
Performs cost analysis to optimize

			vehicle cycling Ensures vehicle selection aligns with operational needs and budget boundaries Provides ongoing consultation to maximize fleet efficiency and value.	
93	New vehicle service and preparation for the vehicles described in 92 above, such as pre-delivery inspection, parts and accessories, installation, and vehicle marking application or installation;	(•) Yes ( ) No	New Vehicle Service and Preparation Enterprise Fleet Management provides comprehensive new vehicle service and preparation to ensure that each vehicle is ready for deployment upon delivery. Our process includes: Pre-Delivery Inspection (PDI) Prior to acceptance of a vehicle, our courtesy delivery dealers perform a thorough inspection to ensure quality and readiness. This includes: Checking for any damage or missing equipment Cleaning the vehicle interior and exterior Installing any required equipment or accessories Parts and Accessories Installation Enterprise coordinates the installation of parts and accessories based on the specific needs of Sourcewell participating entities. This may include: Safety equipment Technology packages Upfitting for specialized use Comfort and performance enhancements Vehicle Marking and Branding We offer full support for the application and installation of vehicle markings, including: Logos and decals Fleet identification numbers Reflective safety striping Custom branding aligned with each entity's visual standards Order Management and Tracking Our proprietary system tools and database allow for seamless electronic transmission of orders between departments. Our ordering team has direct access to: Manufacturer systems and ordering guides Assigned contacts for scheduling and tracking inquiries Real-time order tracking throughout the production and delivery process Drivers can monitor vehicle status via the Enterprise website or mobile app, and once vehicles arrive, our Account Fleet Coordinators work directly with drivers to arrange the most convenient pickup or delivery method.	*
94	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types;	(•) Yes ( ) No	Enterprise Fleet Management offers a nationwide maintenance and repair network that spans the entire United States and Canada. Our extensive parts network allows us to source components quickly, minimizing vehicle downtime. Through our leveraged relationships with repair shops, we're	

able to pass on discounted rates to our customers—resulting in average repair costs that are typically lower than the industry standard.

Full Maintenance Program
Enterprise's Full Maintenance program provides comprehensive coverage for most makes and models in your fleet. This program is fully managed by Enterprise and requires no internal approvals or monthly invoice reviews.
Key Features:

Fixed monthly cost for the term of the vehicle
Coverage up to 100,000 miles
All manufacturer-recommended routine services
Unexpected repairs (excluding damage or neglect)
24/7 roadside assistance and towing
Optional coverage for brakes, tires, loaner vehicles, windshield repair, and fueling services
Automated service reminders via Enterprise's website and mobile app

Maintenance Management Program
This program offers similar benefits to Full Maintenance but operates on a pay-as-needed basis. Repairs are charged directly to Sourcewell members, with Enterprise managing the process and contacting clients only when additional approval is required.

Flat monthly fee
Repairs authorized and managed by Enterprise
Vendor pricing negotiated to fair market value

Maintenance and Repair Process
All maintenance is coordinated through Enterprise using our local network of facilities. This reduces administrative burden for Sourcewell members by eliminating the need for time and cost estimates.
Process Overview:

Drivers present a maintenance card (available in the Enterprise mobile app) at service locations
Shops contact Enterprise's National Service Department (NSD) for any work exceeding preset limits
ASE-certified technicians assess service recommendations based on mileage, history, and cost
Enterprise leverages national account agreements to negotiate pricing and ensure value

The NSD was the first to receive the ASE "Blue Seal of Excellence" and has maintained this recognition for 25 consecutive years, an industry record. Our team includes Master Auto, Double Master Auto, and World Class certified technicians.
Preventative Maintenance
Enterprise follows manufacturer-

*

			recommended service intervals for each vehicle. Preventative maintenance alerts are: Available to Sourcewell administrators via our customer website Pushed directly to drivers via the Enterprise mobile app Customizable by administrators for manual notification control Additional alerts include: Maintenance and mileage updates Registration status for each unit enrolled in the maintenance program.	
95	In addition to the solutions described in 92-94 above, proposers may include a complimentary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting or aftermarket products; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software systems; iv. Roadside assistance including towing, emergency charging, and repairs; v. Vehicle battery longevity monitoring and replacement plans; including installation, operation, and maintenance of dedicated charging and fueling stations.	(•) Yes ( ) No	Through our Fleet Management programs, we are able to offer all of these services. Enterprise Fleet Management, through its affiliate Enterprise Holdings (Enterprise Rent-A-Car and National Car Rental), provides flexible rental solutions for Sourcewell participants. Rentals can be included in Full Maintenance pricing for seamless access during vehicle service or billed as needed. This ensures minimal disruption and keeps drivers on the road when vehicles are out of service. Equipment Billing, Ownership & Fleet Technologies Equipment Billing & Ownership Equipment costs can be billed upfront or capitalized within the lease. Sourcewell entities retain ownership at lease end. Maintenance for equipment is not provided by Enterprise. Reuse or replacement decisions are made by the entity. Fleet Management Technologies Enterprise offers advanced tools to enhance fleet efficiency, including: Telematics Fleet monitoring Fuel management systems Motor pool and fleet sharing software Fleet Management Technologies and Reporting Tools Enterprise provides a robust suite of technology solutions for full visibility and control over fleet operations: Customizable Dashboard Offers day-to-day and month-over-month insights Fully customizable to meet organizational needs Supplements the Annual Client Review with real-time data Mileage & Taxable Fringe Benefit Reporting Drivers can log odometer readings and track personal vs. business mileage Reports align with IRS guidelines and support payroll reporting	

			Downloadable in multiple formats with built-in guides Integrated Fuel Data Fuel card program (powered by WEX) integrates with dashboard Real-time visibility into fuel usage, costs, and MPG Identifies outliers and helps reduce fuel spend Monthly Vehicle Cost Analysis Compares fleet costs, downtime, resale values, and funding options Identifies opportunities for savings and operational improvements Annual Client Review Tool Delivered by a dedicated Client Strategy Manager Includes year-over-year performance analysis and strategic recommendations Customer Website & Data Tools Enterprise's updated customer portal provides powerful data access and reporting capabilities: Data Visibility Maintenance history License renewals Risk claims Fuel usage via WEX integration Custom Reporting & Management Role-based, self-service reporting Cost allocation by project, region, or vehicle Driver and vehicle history tracking Data export in multiple formats Automated alerts for maintenance, billing, registrations, lease renewals, and recalls Integration with internal accounting systems Mobile App Features Enterprise's mobile app keeps drivers and administrators connected and informed: Real-time alerts for mileage, insurance, license renewals, citations, and maintenance Digital maintenance cards and appointment scheduling Messaging for field communication Status updates on vehicle orders and repairs Oil change reminders and maintenance notifications Map tools for locating fuel stations and service shops Mileage tracking with personal/business categorization Accident reporting with photo upload Click-to-call roadside assistance and Enterprise contacts Multi-vehicle management under one	*

			account Pool vehicle check-in/check-out and driver tracking Optional Service Offerings Fuel Card Program (WEX) Accepted at 180,000+ U.S. locations Driver-specific cards for security Controls for product type, merchant access, and exception reporting Exception Monitoring & Fraud Protection Fuel Card Exception Reporting Monitors spend, gallons, purchase timing, and fuel type Custom exception parameters and delivery frequency (daily, weekly, monthly) Fraud Monitoring WEX Fraud Department reviews transactions Detects and alerts on suspicious activity Telematics and GPS Monitoring Enterprise offers Geotab telematics for real-time GPS tracking and analytics: Safety: Accident detection, driver coaching, behavior monitoring Cost Reduction: Lower accident costs, improved claims management Productivity: Route optimization, fuel tracking, workforce utilization Engine Health: Diagnostics, preventative maintenance, reduced downtime Compliance: Accurate HOS and IFTA reporting Enterprise data shows Geotab improves fuel efficiency, service response times, and driver safety. Roadside Assistance & After-Hours Support Enterprise provides 24/7 roadside assistance including towing, emergency charging, and repairs: Drivers can approve repairs up to preset limits via mobile app After-hours service available through preferred vendors Automatic approval for services under preset limits Individual case handling for timely support Battery Longevity & Charging Infrastructure Support Battery replacement included in Full Maintenance program While Enterprise does not install charging stations, it supports planning	

			and coordination with third-party providers	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Enterprise Pricing Sheet.xlsx - Thursday November 20, 2025 10:41:31
- Financial Strength and Stability - enterprise-mobility-fact-sheet_esgreport-fy25.pdf - Thursday November 20, 2025 11:56:43
- Marketing Plan/Samples - Marketing Plan_Samples.pdf - Thursday November 20, 2025 11:56:52
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Agreements.zip - Wednesday November 19, 2025 11:21:36
- Requested Exceptions - Sourcewell RFP Master Agreement 04.2026-final redline.docx - Thursday November 20, 2025 10:39:33
- Upload Additional Document - Submission and Case Studies.zip - Thursday November 20, 2025 12:00:07

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess, all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michelle Rojas, Business Analyst, Enterprise Fleet Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Fleet_Management_Leasing_RFP_112025 Fri October 24 2025 04:36 PM	☑	--
Addendum_1_Fleet_Management_Leasing_RFP_112025 Tue October 21 2025 05:07 PM	☑	2

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend $700,000 to various vendors to supply ductile iron pipe, gate valves, and fittings for the Water Construction Maintenance Division of the Municipal Services Department for Fiscal Year 2026-2027, and authorizing future change orders of up to ten percent (10%) of the requested amount. **Approved**

Recommendations:

Council approval is recommended.

Background:

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

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

These purchases are budgeted operational expenses.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $770,000, including contingency. Funding for these expenses is included in the Fiscal Year 2026-2027 budget, on page 201, in account 0404840-5314 - Inventory Purchases.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

None

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order to KP Electric Co., in the amount of $407,000, and authorizing a ten percent (10%) contingency of the authorized amount, for the purchase of a new transformer for the Courtney Bend Water Treatment Plant as part of the Emergency Power Generation Project (No. 402007). **Approved**

Recommendations:

Council approval is recommended.

Background:

Approval of this item will authorize the purchase of a power transformer at the Courtney Bend Water Treatment Plant (CBWTP). This plant typically operates with two such active transformers to regulate incoming power. This third transformer will provide redundancy to the plant's power supply in the event one of the active transformers should become damaged or experience a mechanical failure.

In March 2026, staff issued a request for proposals (RFP #26007) seeking qualified electrical firms to provide the specific designs, manufacturing, and shipping services for a third transformer for the CBWTP. Staff selected KP Electric Co to perform these services based on a combination of their low cost, timeliness, warranty, references, and the ability to customize a new transformer to the CBWTP specifications. Staff have negotiated a scope and fee for an amount not to exceed $407,000 for these services.

This is a budget capital expense.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $447,700, including a ten percent (10%) contingency. Funding for the Emergency Power Generation Project (No. 402007) is included in the Fiscal Year 2021-2022 budget, on page 220, account number 0402007-C-0417041-5406.

Council Action:

Department / Contact	Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Contract for Product - KP Electric - Project No. 402007
2. RFP #26007 - Scoring Summary - Project No. 402007

CONTRACT FOR
PRODUCT

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, KP Electric Co., Ltd, a Corporation (hereinafter called supplier).

W I T N E S S E T H:
WHEREAS, City requires one (1) transformer and,
WHEREAS, supplier is prepared to provide said product and shall give consultation and advice to City during the performance of said services;
NOW THEREFORE, City and Supplier 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 April 07, 2026.

ARTICLE 2 – SERVICES TO BE PERFORMED BY SUPPLIER
Supplier 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, Supplier's proposal, and pricing.

ARTICLE 3 – PERIOD OF SERVICE
The services shall be completed by 5 months (Production lead time + delivery to the destination).

ARTICLE 4 – COMPENSATION
For services performed, the City shall pay the Supplier, an amount not to exceed US $ 407,000.

Regular (e.g. monthly) invoices shall be submitted by the supplier 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. Supplier shall not include any sales or use taxes on transactions between the supplier and City.

ARTICLE 5 – PERMITS AND LICENSES
The supplier shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Supplier 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-suppliers. The supplier 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 supplier as part of the services shall become the property of City, provided supplier 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 supplier 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
Supplier 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 supplier's fee, and in consideration of the mutual covenants contained in the contract, City and supplier agree to allocate and limit such liabilities in accordance with this article.

Supplier 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 supplier's negligent performance of product under this contract and that of its sub-suppliers or anyone for whom the supplier is legally liable. Supplier shall indemnify City against legal liability for damages arising out of claims by supplier's employees.

ARTICLE 10 – INSURANCE
General Services

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

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

Purchases less than $100,000
(1) General Liability Insurance, with a $500,000 combined single limit.

Purchases $100,000 and over
(1) General liability insurance, with bodily injury and property damage limits of $1,000,000 for each occurrence with a $2,000,000 general aggregate and $2,000,000 products and completed operations aggregate.

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

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

WORKER'S COMPENSATION

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

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

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

ARTICLE 12 – DELAY IN PERFORMANCE

Neither City nor supplier 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 supplier 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 supplier. Supplier 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 supplier 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 supplier'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 supplier.

ARTICLE 14– WAIVER

A waiver by either City or supplier 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 supplier 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 supplier 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 supplier.

ARTICLE 19– INDEPENDENT SUPPLIERS

Each party shall perform its activities and duties hereunder only as an independent supplier.
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

Supplier 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 supplier involving transactions related to this contract.

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the supplier agrees as follows:
The supplier 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 supplier 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 supplier 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 supplier will, in all solicitations or advertisements for employees placed by or on behalf of the supplier, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The supplier will send to each labor union or representative of workers with which supplier 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 supplier's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The supplier 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 supplier 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 supplier'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 supplier 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-supplier or vendor. The supplier will take such action with respect to any sub-supplier 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 supplier becomes involved in, or is threatened with litigation with a sub-supplier or vendor as a result of such direction by the City, the supplier 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

Suppliers 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 supplier agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that supplier'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 supplier 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 supplier shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:

Frederick Melikian, Exclusive and Official Agent, Addressed at 2442 Shields St., La Crescenta, California 91214, U.S.A., Tel: +1 818 468 2214

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

ARTICLE 25 – SEPARATE CONTRACTS

City and supplier 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 supplier. All previous or contemporaneous agreements, representations, promises and conditions relating the supplier's services described herein are superseded. The RFP including the terms and conditions, the supplier'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 supplier'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 Suppliers; Article 22 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

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

City	**Supplier**
By_____	By KIM HO CHUL / KP Electric Co., Ltd
	Title President
Date _____	Date April 07, 2026

Kim, Hochul/President

KP ELECTRIC CO., LTD
328, Bangchuk-ro, Michuhol-gu
Incheon City, Korea

Scoring Criteria	% of Score	Ayr Energy	Brown Corp.	Cavalry Energy	ECB Solution	Fleming Electric	KP Electric	Mark One Electric	MetaPower Solutions	Moehn Electrical	MVA Power	Sunbelt Solomon	Technology International
Price	50%	34.5	0	34.2	59.4	0	54.8	0	0	9.3	47.8	36.6	0
Lead Time	25%	0	0	5	23	0	25	0	0	0	23	0	0
New Vs. Refurbished	10%	10	10	10	10	10	10	10	0	10	10	10	10
Warranty	15%	8.25	3	2	4.5	8.25	7.5	3	0	8.25	3	4.5	3
TOTAL	100	52.75	13	51.2	96.9	18.25	97.3	13	0	27.55	83.8	51.1	13

Historic Sites Preservation
Sponsored by CM Perkins
6/15/26

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REQUESTING THE CITY MANAGER TO EXPLORE WAYS TO FUND AND SUPPORT CITY-OWNED HISTORIC SITES (*Sponsored by Councilmember Perkins*)

WHEREAS, the City of Independence owns several historic properties, including the Bingham-Waggoner Estate and the Vaile Mansion; and,

WHEREAS, these and other city-owned historic sites help define the unique character of Independence and distinguish it from surrounding communities; and,

WHEREAS, these city-owned historic sites have significant deferred maintenance needs for which current General Fund resources are insufficient; and,

WHEREAS, the 2023 Citizen Satisfaction Survey found that 92% of respondents agreed or strongly agreed that it is important to preserve the City's historic sites; and,

WHEREAS, the nation will celebrate its 250th anniversary in 2026; and

WHEREAS, the City of Independence will celebrate the 200th anniversary of its founding in 2027; and,

WHEREAS, the City Council desires to explore ways to fund, support, and manage all city-owned historic sites.

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

SECTION 1. The City Council of the City of Independence expresses its intent to retain ownership of the Bingham-Waggoner Estate and the Vaile Mansion.

SECTION 2. The City Council desires to explore ways to fund and support all city-owned historic sites, including a future General Obligation bond issuance to adequately cover deferred maintenance needs at the Bingham-Waggoner Estate and the Vaile Mansion.

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

Historic Sites Preservation
Sponsored by CM Perkins
6/15/26

BILL NO. 26-140

RESOLUTION NO. 7237

A RESOLUTION REQUESTING THE CITY MANAGER TO EXPLORE WAYS TO FUND AND SUPPORT CITY-OWNED HISTORIC SITES (*Sponsored by Councilmember Perkins*)

WHEREAS, the City of Independence owns several historic properties, including the Bingham-Waggoner Estate and the Vaile Mansion; and,

WHEREAS, these and other city-owned historic sites help define the unique character of Independence and distinguish it from surrounding communities; and,

WHEREAS, these city-owned historic sites have significant deferred maintenance needs for which current General Fund resources are insufficient; and,

WHEREAS, the 2023 Citizen Satisfaction Survey found that 92% of respondents agreed or strongly agreed that it is important to preserve the City's historic sites; and,

WHEREAS, the nation will celebrate its 250th anniversary in 2026; and

WHEREAS, the City of Independence will celebrate the 200th anniversary of its founding in 2027; and,

WHEREAS, the City Council desires to explore ways to fund, support, and manage all city-owned historic sites.

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

SECTION 1. The City Council of the City of Independence expresses its intent to retain ownership of the Bingham-Waggoner Estate and the Vaile Mansion.

SECTION 2. The City Council desires to explore ways to fund and support all city-owned historic sites, including a future General Obligation bond issuance to adequately cover deferred maintenance needs at the Bingham-Waggoner Estate and the Vaile Mansion.

PASSED THIS 16th DAY OF ~~JUNE~~ July, 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 Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION DECLARING A ONE HUNDRED EIGHTY (180) DAY MORATORIUM ON THE PROCESSING OF APPLICATIONS RELATED TO AND ISSUANCE OF CITY PERMITS OR LICENSES RELATED TO THE INSTALLATION OR USE OF DATA PROCESSING AND HOSTING FACILITIES LOCATED IN THE CITY OF INDEPENDENCE, MISSOURI, FOR PROJECTS OR APPLICATONS NOT ALREADY SUBMITTED TO, AUTHORIZED, OR APPROVED BY THE CITY.

WHEREAS, the City Council desires to consider amendments to the City Code regarding the regulation of data processing and hosting facilities, also known as data centers, that have not already been submitted to, authorized, or approved by the City; and

WHEREAS, careful and prudent analysis of the City Code, State regulations, the impact additional data processing and hosting facilities may have on the health, safety, and general welfare of citizens, and other pertinent information is required by the City Council to reach an informed decision as to the propriety of such changes to the City Code, and to potentially draft an ordinance that amends the City Code as to further promote the health, safety, and general welfare of the citizens of Independence if such ordinance is found to be necessary subsequent to the City Council's analysis; and

WHEREAS, the City Council has determined that it is necessary to further examine business, zoning, fire, building, and/or development issues to determine if it is appropriate to further regulate and control uses of property within the City as related to data processing and hosting facilities; and

WHEREAS, it is important that development within the City be continuously managed to promote public safety and encourage the most appropriate use of the land and protect against unhealthy conditions, decreased visibility, and to ensure substantial justice in the quiet enjoyment of homes, businesses, and premises located within the City; and

WHEREAS, comprehensively designed development requires the City Council to examine further the construction and operation of the uses of property within the City and the development of business and zoning regulations; and

WHEREAS, a one hundred eighty (180) day moratorium is necessary to give the City Council time to examine the issues, benefits, and consequences of further regulation of the subdivision of land within the City and for further regulation of the use of land within the City, and to develop and pass any needed business, zoning, fire, building, and/or development ordinances related thereto, with the caveat that if more time is needed, said moratorium may be extended.

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

Section 1. From and after the passage and approval of this Resolution, and for a period of one hundred eighty (180) days, the City shall not issue any zoning or use permits, building permits, or business licenses related to the operation or installation of data processing and hosting facilities on any land located within the City of Independence; or accept an application for any zoning or use permits, building permits, or business licenses related to the operation or installation of data processing and hosting facilities; unless an application has already been received by the City initiating the formal process of securing the zoning or use permit, building permit, or business license, or any portion, component, or phase of the underlying project (including one or more phases of a multi-phase project) has otherwise been approved or authorized by the City Council or administrative action.

Section 2. From and after the passage and approval of this Resolution, and for a period of one hundred eighty (180) days, the City shall not process applications for changes in zoning, variances, special or conditional use permits, or temporary use permits for any land that the applicant intends to use for data processing and hosting facilities located within the City of Independence; unless an application has already been received by the City initiating the formal process of application review, or any portion, component, or phase of the underlying project (including one or more phases of a multi-phase project) has otherwise been approved or authorized by the City Council or administrative action.

Section 3. From and after the passage and approval of this Resolution, and for a period of one hundred eighty (180) days, the City shall not issue any business licenses for the operation or installation of data processing and hosting facilities on any land located within the City of Independence; unless an application has already been received by the City initiating the formal process of application review, or any portion, component, or phase of the underlying project (including one or more phases of a multi-phase project) has otherwise been approved by the City Council or administrative action.

Section 4. For the purposes of this Resolution, "data processing and hosting facilities" means establishments that provide infrastructure for hosting or data processing services. These establishments may provide specialized hosting activities, such as web hosting, streaming services, or application hosting; provide application services provisioning or may provide general timeshare mainframe facilities to clients. Words used in the singular include the plural. The reverse is also true.

Section 5. Nothing in this Section shall be deemed to prohibit the City from seeking any or all alternative relief provided in law or equity, including specifically the City's ability to seek an injunction to preclude a violation hereof.

Section 6. The provisions of this Resolution are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Resolution.

Section 7. This Resolution shall be in full force and effect from and after its passage and approval.

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

BILL NO: 26-741

RESOLUTION NO: 7238

A RESOLUTION DECLARING A ONE HUNDRED EIGHTY (180) DAY MORATORIUM ON THE PROCESSING OF APPLICATIONS RELATED TO AND ISSUANCE OF CITY PERMITS OR LICENSES RELATED TO THE INSTALLATION OR USE OF DATA PROCESSING AND HOSTING FACILITIES LOCATED IN THE CITY OF INDEPENDENCE, MISSOURI, FOR PROJECTS OR APPLICATONS NOT ALREADY SUBMITTED TO, AUTHORIZED, OR APPROVED BY THE CITY.

WHEREAS, the City Council desires to consider amendments to the City Code regarding the regulation of data processing and hosting facilities, also known as data centers, that have not already been submitted to, authorized, or approved by the City; and

WHEREAS, careful and prudent analysis of the City Code, State regulations, the impact additional data processing and hosting facilities may have on the health, safety, and general welfare of citizens, and other pertinent information is required by the City Council to reach an informed decision as to the propriety of such changes to the City Code, and to potentially draft an ordinance that amends the City Code as to further promote the health, safety, and general welfare of the citizens of Independence if such ordinance is found to be necessary subsequent to the City Council's analysis; and

WHEREAS, the City Council has determined that it is necessary to further examine business, zoning, fire, building, and/or development issues to determine if it is appropriate to further regulate and control uses of property within the City as related to data processing and hosting facilities; and

WHEREAS, it is important that development within the City be continuously managed to promote public safety and encourage the most appropriate use of the land and protect against unhealthy conditions, decreased visibility, and to ensure substantial justice in the quiet enjoyment of homes, businesses, and premises located within the City; and

WHEREAS, comprehensively designed development requires the City Council to examine further the construction and operation of the uses of property within the City and the development of business and zoning regulations; and

WHEREAS, a one hundred eighty (180) day moratorium is necessary to give the City Council time to examine the issues, benefits, and consequences of further regulation of the subdivision of land within the City and for further regulation of the use of land within the City, and to develop and pass any needed business, zoning, fire, building, and/or development ordinances related thereto, with the caveat that if more time is needed, said moratorium may be extended.

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

Section 1. From and after the passage and approval of this Resolution, and for a period of one hundred eighty (180) days, the City shall not issue any zoning or use permits, building permits, or business licenses related to the operation or installation of data processing and hosting facilities on any land located within the City of Independence; or accept an application for any zoning or use permits, building permits, or business licenses related to the operation or installation of data processing and hosting facilities; unless an application has already been received by the City initiating the formal process of securing the zoning or use permit, building permit, or business license, or any portion, component, or phase of the underlying project (including one or more phases of a multi-phase project) has otherwise been approved or authorized by the City Council or administrative action.

Section 2. From and after the passage and approval of this Resolution, and for a period of one hundred eighty (180) days, the City shall not process applications for changes in zoning, variances, special or conditional use permits, or temporary use permits for any land that the applicant intends to use for data processing and hosting facilities located within the City of Independence; unless an application has already been received by the City initiating the formal process of application review, or any portion, component, or phase of the underlying project (including one or more phases of a multi-phase project) has otherwise been approved or authorized by the City Council or administrative action.

Section 3. From and after the passage and approval of this Resolution, and for a period of one hundred eighty (180) days, the City shall not issue any business licenses for the operation or installation of data processing and hosting facilities on any land located within the City of Independence; unless an application has already been received by the City initiating the formal process of application review, or any portion, component, or phase of the underlying project (including one or more phases of a multi-phase project) has otherwise been approved by the City Council or administrative action.

Section 4. For the purposes of this Resolution, "data processing and hosting facilities" means establishments that provide infrastructure for hosting or data processing services. These establishments may provide specialized hosting activities, such as web hosting, streaming services, or application hosting; provide application services provisioning or may provide general timeshare mainframe facilities to clients. Words used in the singular include the plural. The reverse is also true.

Section 5. Nothing in this Section shall be deemed to prohibit the City from seeking any or all alternative relief provided in law or equity, including specifically the City's ability to seek an injunction to preclude a violation hereof.

Section 6. The provisions of this Resolution are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Resolution.

Section 7. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED THIS 14th DAY OF July, 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 Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION DECLARING A ONE HUNDRED EIGHTY (180) DAY MORATORIUM ON THE PROCESSING OF APPLICATIONS RELATED TO AND ISSUANCE OF CITY PERMITS OR LICENSES RELATED TO THE INSTALLATION OR USE OF BATTERY ENERGY STORAGE SYSTEMS (BESS) FACILITIES LOCATED IN THE CITY OF INDEPENDENCE, MISSOURI, FOR PROJECTS OR APPLICATONS NOT ALREADY SUBMITTED TO, AUTHORIZED, OR APPROVED BY THE CITY.

WHEREAS, the City Council desires to consider amendments to the City Code regarding the regulation of battery energy storage systems (BESS) facilities, that have not already been submitted to, authorized, or approved by the City; and

WHEREAS, careful and prudent analysis of the City Code, State regulations, the impact additional BESS facilities may have on the health, safety, and general welfare of the citizens, and other pertinent information is required by the City Council to reach an informed decision as to the propriety of such changes to the City Code, and to potentially draft an ordinance that amends the City Code as to further promote the health, safety, and general welfare of the citizens of Independence if such ordinance is found to be necessary subsequent to the City Council's analysis; and

WHEREAS, the City Council has determined that it is necessary to further examine business, zoning, fire, building, and/or development issues to determine if it is appropriate to further regulate and control uses of property within the City as related to BESS facilities; and

WHEREAS, it is important that development within the City be continuously managed to promote public safety and encourage the most appropriate use of the land and protect against unhealthy conditions, decreased visibility, and increased fire risk, and to ensure substantial justice in the quiet enjoyment of homes, businesses, and premises located within the City; and

WHEREAS, comprehensively designed development requires the City Council to examine further the construction and operation of the uses of property within the City and the development of business and zoning regulations; and

WHEREAS, a one hundred eighty (180) day moratorium is necessary to give the City Council time to examine the issues, benefits, and consequences of further regulation of the subdivision of land within the City and for further regulation of the use of land within the City, and to develop and pass any needed business, zoning, fire, building, and/or development ordinances related thereto, with the caveat that if more time is needed, said moratorium may be extended.

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

Section 1. From and after the passage and approval of this Resolution, and for a period of one hundred eighty (180) days, the City shall not issue any zoning or use permits, building permits, or business licenses related to the operation or installation of BESS facilities on any land located within the City of Independence; or accept an application for any zoning or use permits, building permits, or business licenses related to the operation or installation of BESS facilities; unless an application has already been received by the City initiating the formal process of securing the zoning or use permit, building permit, or business license, or any portion, component, or phase of the underlying project (including one or more phases of a multi-phase project) has otherwise been approved or authorized by the City Council or administrative action.

Section 2. From and after the passage and approval of this Resolution, and for a period of one hundred eighty (180) days, the City shall not process applications for changes in zoning, variances, special or conditional use permits, or temporary use permits for any land that the applicant intends to use for BESS facilities located within the City of Independence; unless an application has already been received by the City initiating the formal process of application review, or any portion, component, or phase of the underlying project (including one or more phases of a multi-phase project) has otherwise been approved or authorized by the City Council or administrative action.

Section 3. From and after the passage and approval of this Resolution, and for a period of one hundred eighty (180) days, the City shall not issue any business licenses for the operation or installation of BESS facilities on any land located within the City of Independence; unless an application has already been received by the City initiating the formal process of application review, or any portion, component, or phase of the underlying project (including one or more phases of a multi-phase project) has otherwise been approved by the City Council or administrative action.

Section 4. For the purposes of this Resolution, "battery energy storage system (BESS) facilities" means a facility or portion thereof designed to store generated electricity for later use.

Section 5. Nothing in this Section shall be deemed to prohibit the City from seeking any or all alternative relief provided in law or equity, including specifically the City's ability to seek an injunction to preclude a violation hereof.

Section 6. The provisions of this Resolution are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Resolution.

Section 7. This Resolution shall be in full force and effect from and after its passage and approval.

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

BILL NO: 26-742

RESOLUTION NO: 7239

A RESOLUTION DECLARING A ONE HUNDRED EIGHTY (180) DAY MORATORIUM ON THE PROCESSING OF APPLICATIONS RELATED TO AND ISSUANCE OF CITY PERMITS OR LICENSES RELATED TO THE INSTALLATION OR USE OF BATTERY ENERGY STORAGE SYSTEMS (BESS) FACILITIES LOCATED IN THE CITY OF INDEPENDENCE, MISSOURI, FOR PROJECTS OR APPLICATONS NOT ALREADY SUBMITTED TO, AUTHORIZED, OR APPROVED BY THE CITY.

WHEREAS, the City Council desires to consider amendments to the City Code regarding the regulation of battery energy storage systems (BESS) facilities, that have not already been submitted to, authorized, or approved by the City; and

WHEREAS, careful and prudent analysis of the City Code, State regulations, the impact additional BESS facilities may have on the health, safety, and general welfare of the citizens, and other pertinent information is required by the City Council to reach an informed decision as to the propriety of such changes to the City Code, and to potentially draft an ordinance that amends the City Code as to further promote the health, safety, and general welfare of the citizens of Independence if such ordinance is found to be necessary subsequent to the City Council's analysis; and

WHEREAS, the City Council has determined that it is necessary to further examine business, zoning, fire, building, and/or development issues to determine if it is appropriate to further regulate and control uses of property within the City as related to BESS facilities; and

WHEREAS, it is important that development within the City be continuously managed to promote public safety and encourage the most appropriate use of the land and protect against unhealthy conditions, decreased visibility, and increased fire risk, and to ensure substantial justice in the quiet enjoyment of homes, businesses, and premises located within the City; and

WHEREAS, comprehensively designed development requires the City Council to examine further the construction and operation of the uses of property within the City and the development of business and zoning regulations; and

WHEREAS, a one hundred eighty (180) day moratorium is necessary to give the City Council time to examine the issues, benefits, and consequences of further regulation of the subdivision of land within the City and for further regulation of the use of land within the City, and to develop and pass any needed business, zoning, fire, building, and/or development ordinances related thereto, with the caveat that if more time is needed, said moratorium may be extended.

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

Section 1. From and after the passage and approval of this Resolution, and for a period of one hundred eighty (180) days, the City shall not issue any zoning or use permits, building permits, or business licenses related to the operation or installation of BESS facilities on any land located within the City of Independence; or accept an application for any zoning or use permits, building permits, or business licenses related to the operation or installation of BESS facilities; unless an application has already been received by the City initiating the formal process of securing the zoning or use permit, building permit, or business license, or any portion, component, or phase of the underlying project (including one or more phases of a multi-phase project) has otherwise been approved or authorized by the City Council or administrative action.

Section 2. From and after the passage and approval of this Resolution, and for a period of one hundred eighty (180) days, the City shall not process applications for changes in zoning, variances, special or conditional use permits, or temporary use permits for any land that the applicant intends to use for BESS facilities located within the City of Independence; unless an application has already been received by the City initiating the formal process of application review, or any portion, component, or phase of the underlying project (including one or more phases of a multi-phase project) has otherwise been approved or authorized by the City Council or administrative action.

Section 3. From and after the passage and approval of this Resolution, and for a period of one hundred eighty (180) days, the City shall not issue any business licenses for the operation or installation of BESS facilities on any land located within the City of Independence; unless an application has already been received by the City initiating the formal process of application review, or any portion, component, or phase of the underlying project (including one or more phases of a multi-phase project) has otherwise been approved by the City Council or administrative action.

Section 4. For the purposes of this Resolution, "battery energy storage system (BESS) facilities" means a facility or portion thereof designed to store generated electricity for later use.

Section 5. Nothing in this Section shall be deemed to prohibit the City from seeking any or all alternative relief provided in law or equity, including specifically the City's ability to seek an injunction to preclude a violation hereof.

Section 6. The provisions of this Resolution are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Resolution.

Section 7. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED THIS 14th DAY OF July, 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:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-743 A resolution reducing the separation distance requirement established in Section 14-421-02 of the Unified Development Ordinance for a marijuana facility located at 16800 E. Gudgell Road, Independence, Missouri. **Item fails 0-7**

Recommendations:

Staff makes no recommendation regarding whether good cause exists. The Unified Development Ordinance vests the determination of good cause solely with the City Council.

Background:

The applicant, Elevation Cannabis LLC, has requested that the City Council reduce the separation distance requirement established in Section 14-421-02 of the Unified Development Ordinance (UDO) for a proposed marijuana dispensary at 16800 E. Gudgell Road.

Section 14-421-02 requires marijuana facilities to be located at least 1,000 feet from any existing elementary or secondary school, daycare facility, or church. The ordinance also authorizes the City Council to reduce this requirement by resolution upon a finding of good cause, with the determination of good cause resting solely within the Council's discretion.

During review of the proposal, City staff identified that the subject property lies within 1,000 feet of an existing daycare, Little Hands Great Minds, located at 2641 S. Hub Drive. Accordingly, the proposed dispensary does not meet the minimum separation distance required by the UDO and cannot proceed without Council approval of a reduced setback.

The applicant has submitted a written request outlining the basis for its request. The UDO does not define "good cause" and expressly provides that the Council may approve, deny, or modify a reduction at its discretion after evaluating the information presented.

In 2022, the City adopted regulations governing marijuana facilities, including minimum separation distances from schools, daycares, and churches. These regulations were intended to establish reasonable buffers around sensitive land uses while still permitting marijuana facilities in appropriate commercial and industrial areas. Section 14-421-02 includes a provision allowing the Council flexibility to address unique circumstances on a case-by-case basis through a reduction of the required separation distance.

Emergency Justification:

Fiscal Impact:

No fiscal impact is associated with approval of the resolution.

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Resolution Elevate Cannabis Reduced Separation

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REDUCING THE SEPARATION DISTANCE REQUIREMENT ESTABLISHED IN SECTION 14-421-02 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR A MARIJUANA FACILITY LOCATED AT 16800 E. GUDGELL ROAD, INDEPENDENCE, MISSOURI.

WHEREAS, Section 14-421-02 of the Unified Development Ordinance requires that no marijuana facility be located within one thousand (1,000) feet of any existing elementary or secondary school, daycare, or church; and

WHEREAS, Section 14-421-02 further provides that the City Council may reduce the required separation distance by resolution if an applicant demonstrates good cause, with the determination of good cause being within the sole discretion of the City Council; and

WHEREAS, Elevation Cannabis LLC has proposed a marijuana dispensary to be located at 16800 E. Gudgell Road, Independence, Missouri; and

WHEREAS, the proposed facility is located within one thousand (1,000) feet of an existing daycare facility and therefore does not comply with the separation distance requirement established by Section 14-421-02 of the Unified Development Ordinance; and

WHEREAS, Elevation Cannabis LLC has requested that the City Council reduce the applicable separation distance requirement pursuant to the authority granted in Section 14-421-02; and

WHEREAS, the City Council finds good cause exists based upon the unique circumstances of this application, the substantial investment made in redevelopment of the property, the redevelopment of a previously vacant structure, and other factors presented to the City Council during its consideration of the request.

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

SECTION 1. Pursuant to Section 14-421-02 of the Unified Development Ordinance, the City Council hereby finds that good cause exists to reduce the required separation distance applicable to the proposed marijuana dispensary located at 16800 E. Gudgell Road, Independence, Missouri.

SECTION 2. The separation distance requirement established by Section 14-421-02 of the Unified Development Ordinance is hereby reduced for the marijuana dispensary proposed at 16800 E. Gudgell Road to permit the establishment and operation of the facility at that location.

SECTION 3. This Resolution applies solely to the marijuana dispensary proposed for the property located at 16800 E. Gudgell Road and shall not constitute a precedent or otherwise affect the applicability of Section 14-421-02 to any other property, applicant, or marijuana facility.

SECTION 4. Nothing in this Resolution shall relieve the applicant from compliance with all other applicable federal, state, and local laws, regulations, permits, licenses, and approvals required for the operation of a marijuana facility.

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-744 A resolution approving a preliminary plat of Meadowbrook Estates, Phase 2, located southeast of Eureka Road and R.D. Mize Road in Independence, Missouri. **Approved Res. No. 7240**

Recommendations:

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

1. In lieu of half-road improvements along R.D. Mize Road and Eureka Road, the R.D. Mize Road curve shall be improved with a minimum radius for a 35-mph roadway. An additional ten feet of right-of-way shall be dedicated for a future sidewalk along the north side of R. D. Mize Road from Brook Ridge Court to the end of the existing sidewalk on R. D. Mize Road.
2. The existing utility easements across proposed Lots 66, 67, 68 and 103 must be vacated by separate action.
3. McBee Avenue should be renamed E. 32nd Terrace S. and Mize Ridge Court shall be renamed S. Mize Ridge Court.
4. Street addresses will be assigned to the Final Plat.
5. Lots 54 and 55 must have landscape screening along their rear property lines in accordance with the Unified Development Ordinance Section 14-503-13. A note shall be included on the Final Plat.
6. There is a stream buffer along the east side of R.D. Mize Road. The plat shows a drainage easement across Lots 54 and 55. This drainage easement may serve as the stream buffer setback as was allowed in Phase 1. The drainage easement must be extended through Lots 56 and 57. The plat must indicate no permanent structures can be placed within the drainage easement. A note indicating the drainage easement is the stream buffer setback must be included on the Final Plat.

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

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

Commissioner Wiley – Yes

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

Background:

PROJECT DESCRIPTION:

This Preliminary Plat application was approved in January of 2022 and has since expired. Below is the description from the orignal application:

After receiving Preliminary Plat approval in spring 2019 to restart this development after many years of inactivity, site conditions have forced the developer to create yet another subdivision design modifying the street layout and subsequently reducing the number of lots. Bedrock at a shallow depth and sloping terrain forced the consolidation of multiple lots in the north central part of the site into a single, large lot.

This redesign will now feature 51 total lots (four of which front onto Eureka Road), a reduction from the 74 lots of the earlier layout. Two common tracts are planned, one for subdivision's swimming pool and another, between Lots 55 and 56, for utility service connections. Save for the lots which front onto Eureka Road, all lots will be accessed by new internal streets constructed with the project. The minimum lot size is 10,000 square feet with a minimum lot width of 75 feet at the building line.

The existing homes association is controlled by the developer; the covenants and restrictions will be updated with these lots added. Annual dues are collected to maintain the detention basins, entrances, and pay taxes on the common tracts.

ANALYSIS:

Storm Water: In conjunction with Phase 1, two detention basins (Tracts A and B) were designed and constructed to detain stormwater for all phases of the project. Underground storm sewers will be extended to serve the new phases of the development.

Street Improvements: Additional right-of-way was dedicated with the first plat in 2003 along the north side of R.D. Mize Road to realign the curve radius, so it met engineering standards for the existing speed limit. Street improvements to R.D. Mize Road were intended to be constructed with the second phase of the project as a condition of that plat approval. After the

project fell into receivership in the late 2000s, it was acquired by the current developer, who received city approval of a revised Preliminary Plat in 2019. That approval has since expired and is now being reviewed concurrently with this final plat.

As part of this phase, the R.D. Mize Road curve must be improved to provide the minimum radius required for a 35-mph roadway. An additional ten feet of right-of-way shall be dedicated for a future sidewalk along the north side of R. D. Mize Road from Brook Ridge Court to the end of the existing sidewalk on R. D. Mize Road. Staff believe these improvements are necessary to address driver safety, improve sight-distance concerns, and respond to residents' requests for enhanced walkability in the area.

Public Utilities and Sewers: Water and sanitary sewers are available in the existing subdivision and will be extended to service the proposed phases with additional fire hydrants added.

Historic Buildings/Archaeological Sites: There are no apparent historic or archaeological concerns with this property.
Landscaping: Lots 54 and 55 must have landscape screening along their rear property lines in accordance with the Unified Development Ordinance Section 14-503-13. A note shall be included on the Final Plat.

Consistency with *Independence for All*, Strategic Plan: The proposal relates to the Goal "Achieve livability, choice, access, health and safety through a quality, built environment" through building new housing units to fill a market need.

Comprehensive Plan Guiding Land Use Principles: The Imagine Independence 2040 Comprehensive Plan designated this site for 'Existing Residential Development.'

Covenants (CC&R's): A copy of revised CC&R's will be recorded.

CIP Investments: The city does not have any sperate capital improvement projects planned near this area.

REVIEW CRITERIA: Recommendations and decisions on Preliminary Plats must be based on consideration of all the following criteria:

1. **Compliance *with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community, or public sewage disposal, and, where applicable, individual systems for sewage disposal*** – *This project will meet these regulations.*
2. ***Availability of water that meets applicable fire flow requirements and is sufficient for the reasonably foreseeable needs of the subdivision*** – *Adequate water is available to serve this development.*
3. ***Availability and accessibility of utilities*** - *All existing utilities in the first plat will be extended to serve these additional lots.*
4. ***Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks*** – *These are not issues with this project.*

5. ***Consistency with the zoning district regulations*** *– All of the proposed lots meet the zoning code requirements for width, area, and design. Setbacks for the individual single-family homes will be verified prior to issuing building permits.*
6. ***Conformity with the Major Thoroughfare Plan*** *–In lieu of the half street improvements to E. R.D. Mize Road and Eureka, staff is seeking for improvements to the E. R.D. Mize Road curve and An additional ten feet of right-of-way shall be dedicated for a future sidewalk along the north side of R. D. Mize Road from Brook Ridge Court to the end of the existing sidewalk on R. D. Mize Road.*
7. ***Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision*** *– The number of proposed lots will have no effect on the existing streets within the subdivision. However, the E. R.D. Mize Road curve does need realignment.*
8. ***Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties*** *– The developer has taken these issues into consideration with this revised Preliminary Plat.*
9. ***Recommendations and comments of the Development Review Committee and other reviewing agencies*** *– The primary concern of the staff review committee related to the improvements to E. R.D. Mize Road.*
10. ***Conformity with the Master Sewer and Water Utility Plan*** *- This project is in compliance with these plans.*
11. ***Compliance with this development ordinance and all other applicable regulations.*** *Not at this time.*

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Resolution 26-310-01
2. Staff Report 26-310-01
3. Application_Redacted
4. Cover Letter_Redacted
5. Meadowbrook Estates Plat
6. Zoning Map
7. Comp Plan Map
8. Planning Commission Meeting Minutes 06.09.26
9. Res. No. 7240

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT OF MEADOWBROOK ESTATES, PHASE 2, LOCATED SOUTHEAST OF EUREKA ROAD AND R.D. MIZE ROAD IN INDEPENDENCE, MISSOURI.

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

WHEREAS, the Planning Commission on June 9, 2026 did recommend approval of the application; and,

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

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

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

SEC-15 TWP- 49 RNG-31---PT SW 1/4 & PT SE 1/4 DAF: BEG 592.68' E & 25' S OF NW COR SW 1/4 TO TRU POB TH CONT S 2 DEG 11 MIN 11 SEC W 501.15' TO PT ON RD MIZE RD TH S 15 DEG 28 MIN 46 SEC E 225.2' TO NW COR LOT 25 MEADOWBROOK ESTATES FIRST PLAT TH N 66 DEG 12 MIN 22 SEC E 244.2' TH SELY ALG CURV LF ITB S 23 DEG 47 MIN 38 SEC E W RAD 225' DIST 66.7' TH ALG NWLY LI LOT 24 N 49 DEG 13 MIN 11 SEC E 176' MOL TO PT ON CURV RI DIST 324.51' TH NLY 170.21' TH WLY 248.45' TH NLY 208.71' TO S LI EUREKA RD TH W ALG SD S ROW LI 170' TO TRU POB (KNOWN AS PT TR I CERT SUR BK T-8 PG 48)

SEC-15 TWP-49 RNG- 31 ---PT SW 1/4 DAF BEG 1173.39' E & 25' S OF NW COR SW 1/4 ON S ROW LI EUREKA RD TH E 144.5' TH S 208.72' TH E 208.72' TH N 208.72' TO SD S ROW LI TH E 305.1' ALG SD ROW TH S 25' ALG SD ROW LI TH S 17 DEG W 165.57' TH SELY 188.46' ALG CURV LF TH S 71 DEG E 219.25' TH S 15 DEG W 636.09' TO PT ON N LI LOT 14 MEADOWBROOK ESTATES FIRST PLAT TH N 87 DEG 38 MIN 06 SEC W 81' MOL TH N 74 DEG 09 MIN 23 SEC W 479.04' TH N 66 DEG 59 MIN 55 SEC W 255.32' TH NELY ALG CURV TO LF 56.75' TH N 70 DEG 14 MIN 29 SEC W 183.39' TH N 02 DEG 11 MIN 11 SEC E 70.13' TH N 42 DEG 21 MIN 06 SEC W 13.35' TH NWLY ALG CURV RI 324.51' TH N 170.21' TH E 162.26' TH N 208.71' TO POB (KNOWN AS PT TR 2 CERT SUR T-8 PG-48)

SEC-15 TWP- 49 RNG-31---PT SW 1/4 & PT SE 1/4 DAF: BEG NE COR LOT 7 MEADOWBROOK ESTATES FIRST PLAT TH NLY 1134.41' MOL TH WLY 237.16' TH SLY 205' TH WLY 448.48' TH SWLY 425.62' TO PT ON NLY LI LOT 14 MEADOWBROOK ESTATES FIRST PLAT TH S 74 DEG 09 MIN 23 SEC E 49' MOL TH S 87 DEG 38 MIN 06 SEC E 550' TH S 02 DEG 21 MIN 54 SEC W 56.82' TH S 87 DEG 38 MIN 06 SEC E 189.99' TO POB (KNOWN AS PT TR 1 CERT SUR T-8 PG-48)

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

1. In lieu of half-road improvements along R.D. Mize Road and Eureka Road, the R.D. Mize Road curve shall be improved with a minimum radius for a 35-mph roadway. An additional ten feet of right-of-way shall be dedicated for a future sidewalk along the north side of R. D. Mize Road from Brook Ridge Court to the end of the existing sidewalk on R. D. Mize Road.
2. The existing utility easements across proposed Lots 66, 67, 68 and 103 must be vacated by separate action.
3. McBee Avenue should be renamed E. 32nd Terrace S. and Mize Ridge Court shall be renamed S. Mize Ridge Court.
4. Street addresses will be assigned to the Final Plat.
5. Lots 54 and 55 must have landscape screening along their rear property lines in accordance with the Unified Development Ordinance Section 14-503-13. A note shall be included on the Final Plat.
6. There is a stream buffer along the east side of R.D. Mize Road. The plat shows a drainage easement across Lots 54 and 55. This drainage easement may serve as the stream buffer setback as was allowed in Phase 1. The drainage easement must be extended through Lots 56 and 57. The plat must indicate no permanent structures can be placed within the drainage easement. A note indicating the drainage easement is the stream buffer setback must be included on the Final Plat.

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

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: June 9, 2026 **STAFF:** Brian L. Harker, Planner

PROJECT NAME: Meadowbrook Estates, Preliminary Plat for Phase 2

CASE NUMBER/REQUEST: **Case 26-310-01 – Preliminary Plat – Meadowbrook Estates, Phase 2 –** A request to approve a preliminary plat generally located southeast of Eureka Road and R.D. Mize Road.

APPLICANT: McBee Construction – Jack Murphy

OWNER: McBee Construction – Jesse McBee

PROPERTY LOCATION: Southeast corner of E. R.D. Mize Road and E. Eureka Road

SITE ACREAGE: 29.16 acres +/-

NUMBER OF LOTS/TRACTS: 50 lots/2 tracts

PROPERTY ZONING: R-4 (Single-Family Residential - Low Density)

CURRENT USE: Undeveloped land

SURROUNDING ZONING/LAND USE:
N/E/W: R-A (Residential Agriculure)…single-family residences and vacant lots
South: R-4 (Single Family Residential – Low Density)…single-family residences

FURTHER ACTION:
Following action by the Planning Commission, this application is scheduled be to considered by the City Council on July 6, 2026.

RECOMMENDATION

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

1. In lieu of half-road improvements along R.D. Mize Road and Eureka Road, the R.D. Mize Road curve shall be improved with a minimum radius for a 35-mph roadway. An additional ten feet of right-of-way shall be dedicated for a future sidewalk along the north side of R. D. Mize Road from Brook Ridge Court to the end of the existing sidewalk on R. D. Mize Road.
2. The existing utility easements across proposed Lots 66, 67, 68 and 103 must be vacated by separate action.
3. McBee Avenue should be renamed E. 32nd Terrace S. and Mize Ridge Court shall be renamed S. Mize Ridge Court.
4. Street addresses will be assigned to the Final Plat.

5. Lots 54 and 55 must have landscape screening along their rear property lines in accordance with the Unified Development Ordinance Section 14-503-13. A note shall be included on the Final Plat.
6. There is a stream buffer along the east side of R.D. Mize Road. The plat shows a drainage easement across Lots 54 and 55. This drainage easement may serve as the stream buffer setback as was allowed in Phase 1. The drainage easement must be extended through Lots 56 and 57. The plat must indicate no permanent structures can be placed within the drainage easement. A note indicating the drainage easement is the stream buffer setback must be included on the Final Plat.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:
This preliminary plat application was approved in January of 2022 and has since expired. Below is the description from the orignal application:

After receiving Preliminary Plat approval in spring 2019 to restart this development after many years of inactivity, site conditions have forced the developer to create yet another subdivision design modifying the street layout and subsequently reducing the number of lots. Bedrock at a shallow depth and sloping terrain forced the consolidation of multiple lots in the north central part of the site into a single, large lot.

This redesign will now feature 51 total lots (four of which front onto Eureka Road), a reduction from the 74 lots of the earlier layout. Two common tracts are planned, one for subdivision's swimming pool and another, between Lots 55 and 56, for utility service connections. Save for the lots which front onto Eureka Road, all lots will be accessed by new internal streets constructed with the project. The minimum lot size is 10,000 square feet with a minimum lot width of 75 feet at the building line.

The existing homes association is controlled by the developer; the covenants and restrictions will be updated with these lots added. Annual dues are collected to maintain the detention basins, entrances, and pay taxes on the common tracts.

ANALYSIS

Storm Water: In conjunction with Phase 1, two detention basins (Tracts A and B) were designed and constructed to detain stormwater for all phases of the project. Underground storm sewers will be extended to serve the new phases of the development.

Street Improvements: Additional right-of-way was dedicated with the first plat in 2003 along the north side of R.D. Mize Road to realign the curve radius so it met engineering standards for the existing speed limit. Street improvements to R.D. Mize Road were intended to be constructed with the second phase of the project as a condition of that plat approval. After the project fell into receivership in the late 2000s, it was acquired by the current developer, who received City

approval of a revised Preliminary Plat in 2019. That approval has since expired and is now being reviewed concurrently with this final plat.

As part of this phase, the R.D. Mize Road curve must be improved to provide the minimum radius required for a 35-mph roadway. A sidewalk must also be constructed along the north side of R.D. Mize Road, extending from Brook Ridge Court to the terminus of the existing sidewalk. Staff believes these improvements are necessary to address driver safety, improve sight-distance concerns, and respond to residents' requests for enhanced walkability in the area.

Public Utilities and Sewers: Water and sanitary sewers are available in the existing subdivision and will be extended to service the proposed phases with additional fire hydrants added.

Historic Buildings/Archaeological Sites: There are no apparent historic or archaeological concerns with this property.

Landscaping: Lots 54 and 55 must have landscape screening along their rear property lines in accordance with the Unified Development Ordinance Section 14-503-13. A note shall be included on the Final Plat.

Consistency with *Independence for All*, Strategic Plan: The proposal relates to the Goal "Achieve livability, choice, access, health and safety through a quality, built environment" through building new housing units to fill a market need.

Comprehensive Plan Guiding Land Use Principles: The Imagine Independence 2040 Comprehensive Plan designated this site for 'Existing Residential Development.'

Covenants (CC&R's): A copy of revised CC&R's will be recorded.

CIP Investments: The city does not have any sperate capital improvement projects planned near this area.

REVIEW CRITERIA

Recommendations and decisions on a proposed Preliminary Plat must be based on consideration of the criteria listed in Section 14-702-02-G**:**

1. ***Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community, or public sewage disposal, and, where applicable, individual systems for sewage disposal*** *– This project will meet these regulations.*
2. ***Availability of water that meets applicable fire flow requirements and is sufficient for the reasonably foreseeable needs of the subdivision*** *– Adequate water is available to serve this development.*
3. ***Availability and accessibility of utilities*** *- All existing utilities in the first plat will be extended to serve these additional lots.*
4. ***Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks*** *– These are not issues with this project.*

5. ***Consistency with the zoning district regulations*** *– All of the proposed lots meet the zoning code requirements for width, area, and design. Setbacks for the individual single-family homes will be verified prior to issuing building permits.*

6. ***Conformity with the Major Thoroughfare Plan*** *–In lieu of the half street improvements to E. R.D. Mize Road and Eureka, staff is seeking for improvements to the E. R.D. Mize Road curve and the installation of sidewalks along E. R.D. Mize Road from S. Brook Ridge Avenue to the existing sidewalk.*

7. ***Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision*** *– The number of proposed lots will have no effect on the existing streets within the subdivision. However, the E. R.D. Mize Road curve does need realignment.*

8. ***Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties*** *– The developer has taken these issues into consideration with this revised Preliminary Plat.*

9. ***Recommendations and comments of the Development Review Committee and other reviewing agencies*** *– The primary concern of the staff review committee related to the improvements to E. R.D. Mize Road.*

10. ***Conformity with the Master Sewer and Water Utility Plan*** *- This project is in compliance with these plans.*

11. ***Compliance with this development ordinance and all other applicable regulations.*** *Not at this time.*

EXHIBITS

1. Application
2. Cover Letter
3. Preliminary Plat
4. Zoning Map
5. Comp Plan Map

INDEPENDENCE
• MISSOURI •

Planning and Zoning
Application Form

Community Development
20201 E. Jackson Drive
Independence, MO 64057
(816) 325-7421
cdplanning@indepmo.org

Application Type (check all that apply)

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

Project Information and Location

Meadow Brook Estates Phase 2
Project Name

3100 S Brookridge Ct Indep MO
Project Address/Location

Sq. Ft. of Building | Acreage | Number of Lots/Tracts | Steam Buffer (Yes or No)

Existing Zoning | Proposed Zoning | Existing Land Use | Proposed Land Use

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

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

Contact Information

Applicant

Jack Murphy | McBee Construction
Name | Company

[redacted]
Address

[redacted]
Phone | Email [redacted]

Owner

Jesse McBee | McBee Construction
Name | Company

[redacted]
Address

Phone | Email

Architect/Engineer/Surveyor/Other: _____

Robert Walquist | Quist Engineering
Name | Company

[redacted]
Address

[redacted]
Phone | Email

Architect/Engineer/Surveyor/Other: _____

Name | Company

Address

Phone | Email

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

Jack Murphy 4-10-2026
Applicant's Signature | Date

Owner's Signature | Date

ATTN: City of Independence Planning & Zoning Department
111 E Maple Ave., Independence, MO 64050

4/13/2026

Dear Recipient,

Rock Bluff Development, LLC here by submits the Preliminary Plat for Meadowbrook Subdivision located southeast of Eureka and R.D. roads the second phase in the Meadowbrook subdivision adding Lots 54 through 104, a total of 51 lots, Making up 29.16 acres of Land zone R-4 for residential use.

This expansion of the already existing subdivision is to create more lots for single family homes to be built on.

Thank you for your time and assistance with the project. Rock Bluff Development is committed to expanding the subdivision which values the needs of families and surrounding businesses. The future expansion of this development is consistent with the goals, policies, and standards of the City of Independence, in addition to the public health safety, environment, and general welfare of the public. Please direct any further questions or concerns to the provided contact below.

Thank you,

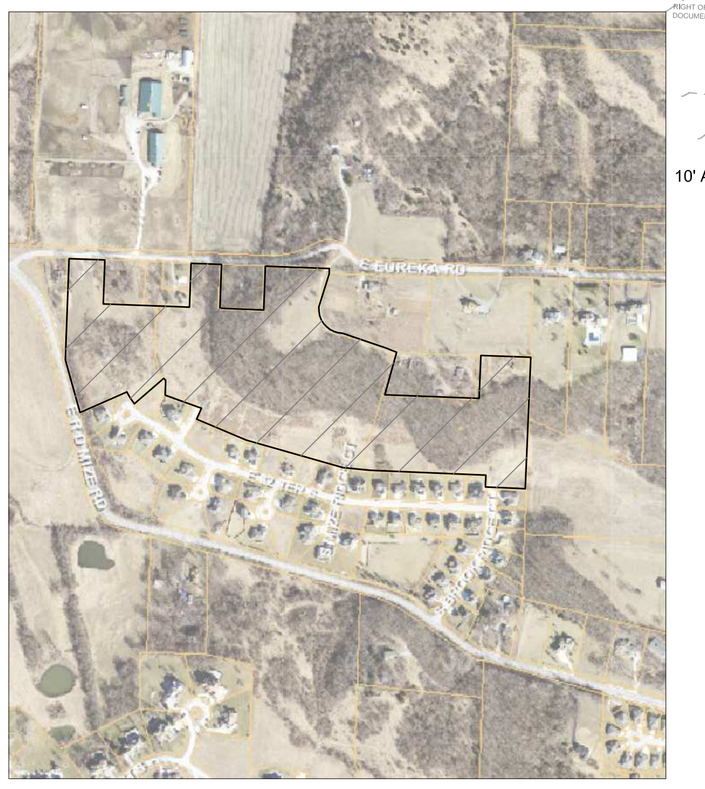
Jack Murphy

[redacted]

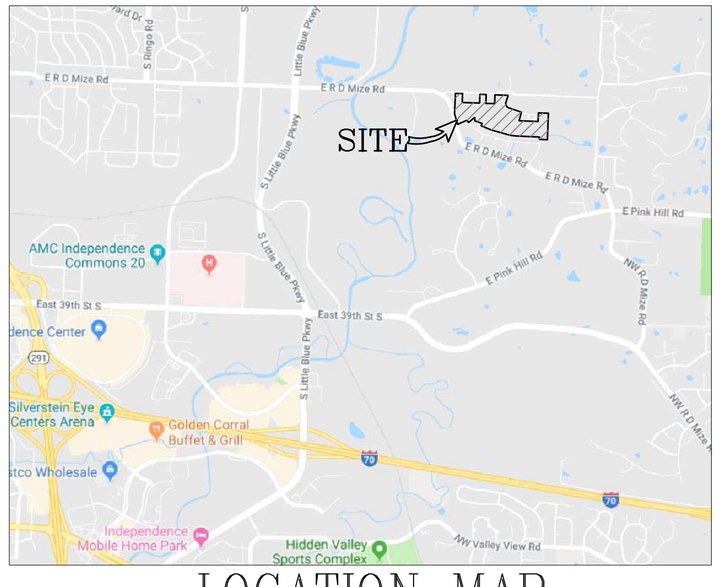
[redacted]

PRELIMINARY PLAT FOR MEADOWBROOK ESTATES
LOTS 54 THRU 104 & TRACT I, & J
INDEPENDENCE, JACKSON COUNTY MISSOURI

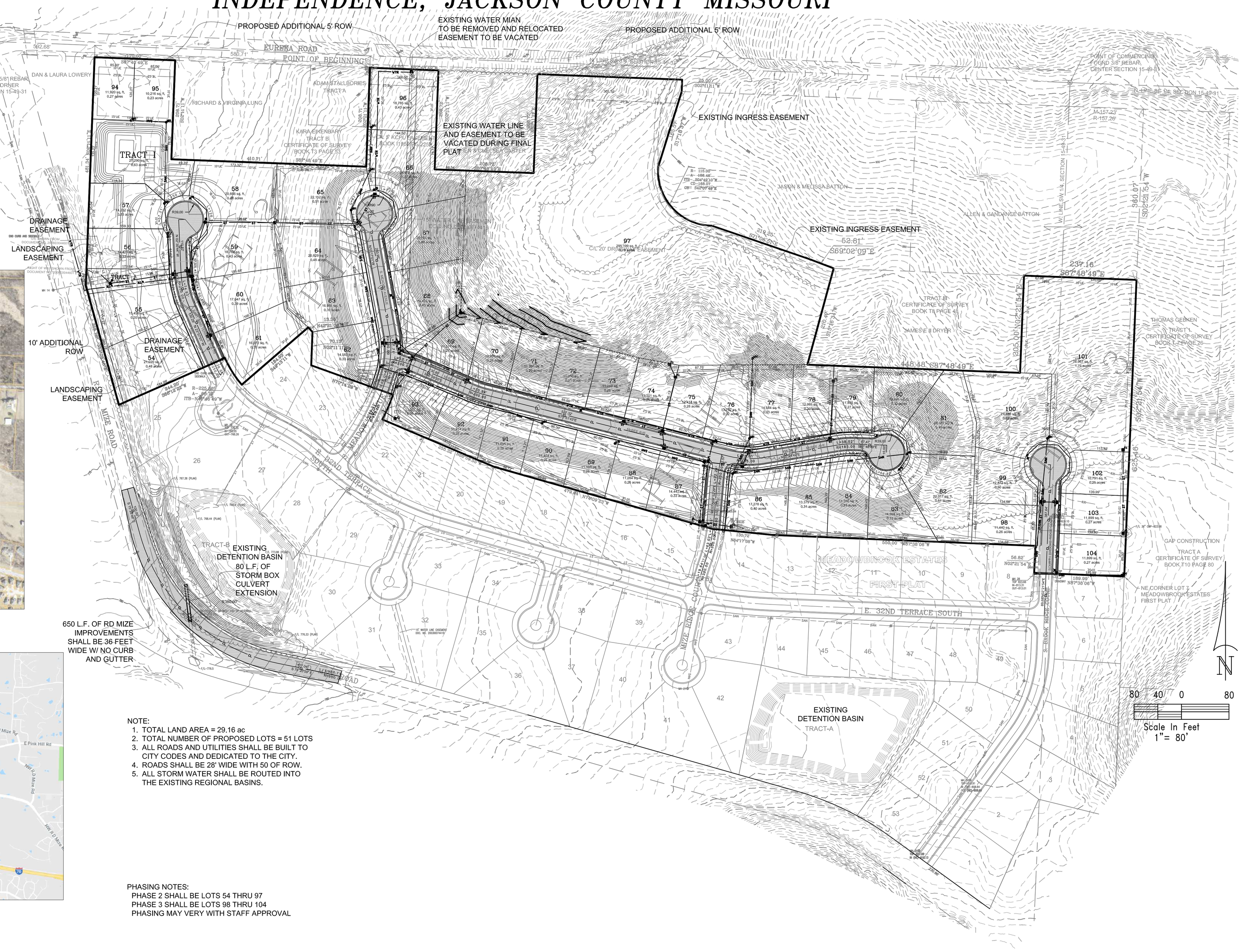
DEVELOPER:
McBEE CUSTUM HOMES



AERIEL MAP



LOCATION MAP



NOTE:
1. TOTAL LAND AREA = 29.16 ac
2. TOTAL NUMBER OF PROPOSED LOTS = 51 LOTS
3. ALL ROADS AND UTILITIES SHALL BE BUILT TO CITY CODES AND DEDICATED TO THE CITY.
4. ROADS SHALL BE 28' WIDE WITH 50 OF ROW.
5. ALL STORM WATER SHALL BE ROUTED INTO THE EXISTING REGIONAL BASINS.

PHASING NOTES:
PHASE 2 SHALL BE LOTS 54 THRU 97
PHASE 3 SHALL BE LOTS 98 THRU 104
PHASING MAY VERY WITH STAFF APPROVAL

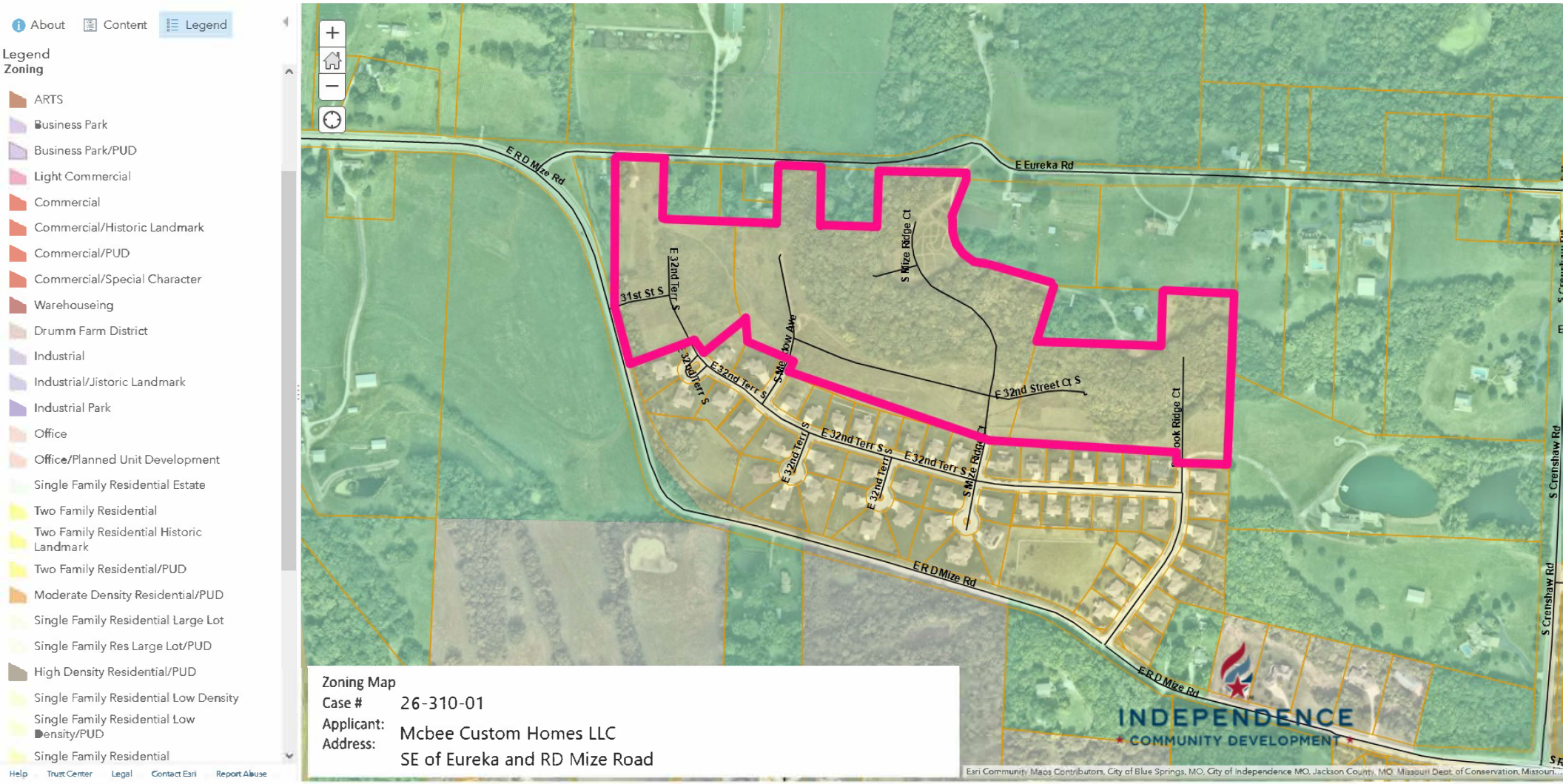
DATE	REVISION	BY
-11-15-19	FIRST SUBMITTAL SET NOT FOR CONSTRUCTION	-
1-12-20	SECOND SUBMITTAL SET	
10-27-21	REVISED PRELIMINARY PLAT	
12-28-21	REVISED PRELIMINARY PLAT	
1-18-22	REV PER CITY COMMENTS	

Quist Engineering Inc.
Civil Engineering for Residential & Commercial Site Development
821 NE Columbus ST.
Lee's Summit, Missouri 64063
Phone: (816) 550-5875
e-mail = mvquist@quistengineering.com

PRELIMINARY PLAT
FOR MEADOWBROOK ESTATES
LOTS 54 THRU 104 & TRACT I & J

CIVIL PLANS FOR
MEADOWBROOK ESTATES 2ND
INDENDENCE, JACKSON COUNTY, MISSOURI

DRAWN BY
CHECKED BY RAW
DATE 11-15-2019
PROJECT NO. E18-319
SCALE 1"=50'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Business Park/PUD
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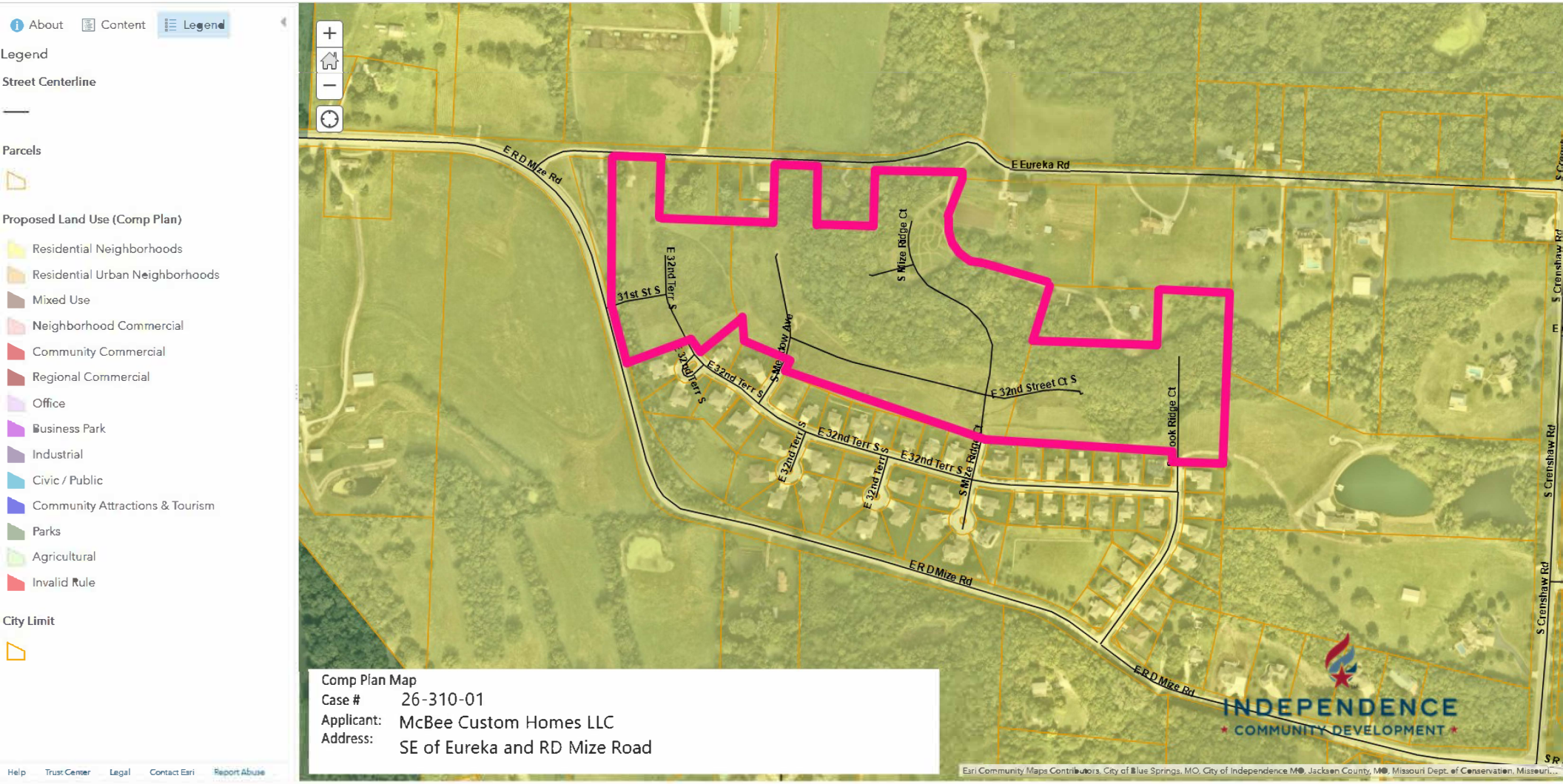
Drumm Farm District
Industrial
Industrial/Jistoric Landmark
Industrial Park
Office
Office/Planned Unit Development
Single Family Residential Estate
Two Family Residential
Two Family Residential Historic Landmark
Two Family Residential/PUD
Moderate Density Residential/PUD
Single Family Residential Large Lot
Single Family Res Large Lot/PUD
High Density Residential/PUD
Single Family Residential Low Density
Single Family Residential Low Density/PUD
Single Family Residential
Help
Trust Center
Legal
Contact Esri
Report Abuse
E RD Mize Rd
E Eureka Rd
E 32nd Terr S
31st St S
S Mize Ridge Ct
E 32nd Street Ct S
E 32nd Terr S
E 32nd Terr S
E 32nd Terr S
E 32nd Terr S
E RD Mize Rd
E RD Mize Rd
S Crenshaw Rd
S Crenshaw Rd
Zoning Map
Case # 26-310-01
Applicant: Mcbee Custom Homes LLC
Address: SE of Eureka and RD Mize Road
INDEPENDENCE
COMMUNITY DEVELOPMENT
Esri Community Maps Contributors, City of Blue Springs, MO, City of Independence MO, Jackson County, MO, Missouri Dept. of Conservation, Missouri...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Proposed Land Use (Comp Plan)
Residential Neighborhoods
Residential Urban Neighborhoods
Mixed Use
Neighborhood Commercial
Community Commercial
Regional Commercial
Office
Business Park
Industrial
Civic / Public
Community Attractions & Tourism
Parks
Agricultural
Invalid Rule
City Limit
Help
Trust Center
Legal
Contact Esri
Report Abuse
E R D Mize Rd
E Eureka Rd
31st St S
E 32nd Terr S
S Mize Ridge Ct
E 32nd Street Ct S
E 32nd Terr S
E R D Mize Rd
S Crenshaw Rd
Comp Plan Map
Case # 26-310-01
Applicant: McBee Custom Homes LLC
Address: SE of Eureka and RD Mize Road
INDEPENDENCE
COMMUNITY DEVELOPMENT
Esri Community Maps Contributors, City of Blue Springs, MO, City of Independence MO, Jackson County, MO, Missouri Dept. of Conservation, Missouri...

INDEPENDENCE
★ MISSOURI ★
A GREAT AMERICAN STORY

Planning Commission Minutes

June 9, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 6/9/2026 at 6:00 PM at 20201 E Jackson Drive, Independence, MO 64057. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull cases 26-310-01, 26-320-01 and 26-320-02 from the Consent Agenda for separate consideration.

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1. **Planning Commission Minutes – May 12, 2026**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-310-01 – Preliminary Plat – Meadowbrook Estates, Phase 2 –** A request to approve a preliminary plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that the project approval had expired for a second time and that the applicant was requesting new approval.

Jack Murphy, 3215 Juanita Drive, Buckner, Missouri, stated that there were no changes to the Preliminary Plat from the previous approval.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

---

3. **Case 26-320-01 – Final Plat – Meadowbrook Estates, Phase 2 –** A request to approve a final plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-320-02 - Final Plat – Jackson Place, First Plat –** A request to approve a final plat generally located west of Jackson Drive and south of R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS & OTHER BUSINESS

Commissioner Ashbaugh requested to re-order the agenda to the following order: 26-400-63, 26-200-03, 26-100-05, 26-125-03, 26-810-01, 26-810-02, 26-320-03.

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1. **Case 26-400-63 – Short-Term Rental – 5217 S Powell Ave –** A request to operate a Short-Term Rental at the property.

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

Applicant Comments

Alicia Gibson, 19405 E. State Route 78, stated she is the property manager for the proposed Short-Term Rental and works with BearBNB. She explained that the property owner resides in Colorado but works in Kansas City for one to two weeks each month. During periods when the owner is in Colorado, they would like the opportunity to rent the home as a Short-Term Rental.

In response to Commissioner Nesbitt's question, Ms. Gibson stated that the garage would be available for guest use. She noted that two vehicles could park in the garage, two in the driveway, and one on the street, although on-street parking would not be preferred.

Public Comments

Jacob Potter, 5229 S. Powell Avenue, expressed concerns regarding safety, noise, and parking.

Mike Potter, 5705 W. U.S. 40 Highway, stated that he has been in business for 50 years and believes Short-Term Rentals should not be located within residential neighborhoods. He expressed concerns about potential parties at the property.

In response, Ms. Gibson stated that the owners have installed noise-monitoring devices both inside and outside the home, exceeding the City's requirement for an interior device. She explained that strict house rules will be enforced to prevent parties and that exterior cameras will alert the homeowners if more than the permitted number of guests arrive at the property. Ms. Gibson further stated that the property management company employs eight full-time staff members, ensuring someone is always available to respond to any issues that may arise.

In response to Commissioner Ashbaugh's question, Ms. Gibson stated that guests will access the home using a unique code provided at check-in.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-200-03 – Special Use Permit – 3601 S. Noland Road –** A request to approve a Special Use Permit to operate a rental car business.

Staff Presentation

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

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the proposed parking area would be located behind the strip center and would be used solely for overflow parking associated with the Avis Car Rental facility located at 3701 S. Noland Road.

Commissioner Ashbaugh asked whether Avis planned to install lighting on the site. Mr. Glaser stated that electrical permits would be required if lighting is installed in the future.

Applicant Comments

Bill Moore, 801 W. 47th Street, Kansas City, stated he is the attorney representing the applicant. Mr. Moore provided a brief history of the property and explained that Avis had experienced parking constraints at its existing location. He stated that the property owner began searching for a nearby lot that could be used for overflow vehicle storage.

Mr. Moore noted that customers would not access the overflow lot and that only Avis staff would retrieve vehicles from the site. He also stated that the applicant would like to install security lighting and that any lighting would be directed downward and away from nearby residential properties.

In response to Commissioner Nesbitt's question, Mr. Moore stated that healthy trees along the property would remain in place to provide a buffer between the parking area and adjacent residential homes. Commissioner Nesbitt requested that staff ensure any future lighting is directed toward Noland Road and away from the neighboring residences.

In response to Commissioner Ashbaugh's question regarding stormwater detention, Rick Arroyo stated that stormwater detention would not be required unless the applicant pursued future building permits. Mr. Arroyo also noted that any site lighting would be required to comply with City Code, including regulations governing light levels and fixture direction.

Marshal Blount, Kansas City, stated that the applicant had not yet determined the amount of lighting that would be necessary but would comply with all applicable City Code requirements. He added that the applicant is also considering the installation of security cameras but has not made a final decision.

Public Comments
No public comments.

Motions
Commissioner Eric Ashbaugh made a motion to add a condition that lighting be installed before the lot can be used. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case with conditions as outlined by staff and the added condition for lighting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-100-05 – Rezoning – 16523 E US 40 Hwy** – A request to rezone the property from R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General Commercial).

Staff Presentation
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments
Sebrina Johnson, 7211 Marion Avenue, Kansas City, stated that she has always enjoyed teaching and cooking. She shared fond memories of Stephenson's Apple Farm and explained her vision for the property, which includes teaching trade skills such as construction and HVAC, as well as culinary arts. Ms. Johnson stated that she also plans to incorporate urban farming to provide fresh produce. She explained that her long-term vision includes a student-led restaurant and, eventually, an event space on the property.

In response to Commissioner Nesbitt's question, Ms. Johnson stated that she has made a significant financial investment in the property and has additional funding available to support future growth and development.

Public Comments
Shane Ray, 7211 Marion Avenue, Kansas City, stated that he is Ms. Johnson's son and that the project represents a dream she has invested considerable time and effort into pursuing. He expressed his belief that the project will be a positive asset to the community by providing quality food and opportunities for individuals to learn valuable skills.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

---

4. **Case 26-125-03 – Rezoning/PUD – 20691 E US 24 Highway –** A request to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approving a preliminary development plan.

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

In response to Chairwoman Wiley's question, Mr. Glaser stated that New Town at Harmony is a similar type of development, although the proposed homes would be larger. He noted that City staff is confident the developer can meet all applicable engineering and design standards required by the Unified Development Ordinance.

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the setback is measured from the right-of-way line and stated that a 20-foot setback should adequately accommodate modern vehicles. Mr. Arroyo added that the developer intends for the homes to be owner-occupied.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated that long-term rentals are generally permitted within single-family residential developments. He noted that a homeowners

association may adopt covenants restricting owners from renting their homes for a specified period, such as two or three years, although such restrictions may not permanently prohibit rentals.

City Attorney Mitch Langford stated that a homeowners association may establish rules prohibiting rentals; however, enforcement of those restrictions would be the responsibility of the association and could potentially result in legal disputes.

Applicant Comments

Bryan Rahn, 1000 High Point Drive, Lee's Summit, stated that he is working with Summit Homes on the proposed development. He explained that the applicant has worked closely with City staff to address local housing needs and create attainable homeownership opportunities. Mr. Rahn stated that the goal is for the homes to be priced below $300,000 and noted that the development will include a variety of home styles and architectural designs. He added that the project is intended to provide numerous outdoor recreational opportunities for residents.

Mr. Rahn stated that the proposed development is designed to provide attainable homeownership opportunities while incorporating neighborhood amenities and attractive architectural features. He explained that, while amenities such as a clubhouse and swimming pool are not feasible at the proposed price point, the development would include outdoor recreational features, open space, walking trails, a playground, and five fitness stations located throughout the community.

Mr. Rahn presented conceptual renderings of the development, including streetscape views, housing elevations, fitness pods, and the community mail station. He explained that the development is designed to maximize open space, with much of the western portion of the subdivision remaining undeveloped. Existing City-owned stormwater management areas would be incorporated into the overall site design. He noted that the layout provides buffering from adjacent residential properties through the use of open space and roadway placement.

Mr. Rahn stated that the development would include a one-mile trail system utilizing sidewalks and trails throughout the community. He emphasized the goal of creating an attractive neighborhood while maintaining housing affordability.

The applicant also presented examples of the proposed home designs and explained that the development would include a variety of architectural styles, materials, and color schemes to create visual diversity throughout the neighborhood. He stated that the project is intended as a for-sale community focused on homeownership opportunities.

In response to Chairwoman Wiley's question regarding housing options, Mr. Rahn stated that the development would include numerous home designs and elevations. While many of the homes share similar footprints, the project includes a variety of architectural styles and building configurations, including some three-story models. He explained that the design team intentionally incorporated varied rooflines, porches, materials, and façade treatments to avoid a repetitive appearance while maintaining affordability.

In response to Commissioner Nesbitt's question regarding building height, the applicant stated

that the three-story home model would comply with the maximum height requirements of the Unified Development Ordinance and is anticipated to be approximately 37 feet tall. Commissioner Nesbitt asked whether the proposed walking trail would be a permanent feature of the development. The applicant stated that the trail is intended to be constructed as shown on the plans and would be located within a tract maintained by the homeowners association.

Commissioner Nesbitt asked whether the development would be similar to another project previously constructed by the applicant. The applicant stated that the proposed homes would feature a more traditional front-entry design and architecture.

Commissioner Nesbitt also asked about architectural variety within the development. The applicant stated that the neighborhood would include a variety of roof pitches and home designs, although the majority of the homes would feature traditional architectural styles. He noted that the proposed streetscape reflects the character and appearance anticipated for the development.

When asked about exterior colors and materials, the applicant stated that a variety of colors would be incorporated throughout the neighborhood. He noted that Summit Homes would be responsible for home construction and deferred additional questions regarding colors and materials to the builder's representative.

In response to Commissioner Nesbitt's question regarding architectural standards, Aaron Young, 1450 Holmes Avenue, Kansas City, Missouri, Vice President of Development for Summit Homes, stated that the homeowners association would establish and enforce architectural guidelines for the development. He explained that an architectural review committee would oversee the approval of home elevations, exterior colors, materials, and other design elements to ensure consistency throughout the neighborhood.

Mr. Young stated that the development would include a variety of home styles and floor plans, including ranch, two-story, and three-story homes. While many of the homes would share similar footprints to help maintain affordability, he noted that the project would offer a variety of elevations and design options to create visual diversity throughout the neighborhood.

In response to Commissioner Nesbitt's question regarding foundations, Mr. Young stated that the development is being designed primarily with slab foundations in mind; however, homeowners would have the option of selecting a basement foundation at an additional cost. When asked about storm shelter accommodations, Mr. Young stated that specific home plans have not yet been finalized and could not provide details regarding potential safe rooms or similar features.

Commissioner Nesbitt also asked about the anticipated timeline for the development. Mr. Young stated that a typical phase of approximately 50 homes would be expected to build out over an 18-month period. Based on current market conditions, he estimated that the entire development could be completed in less than five years.

In response to Commissioner Ashbaugh's question regarding fencing, Mr. Young stated that homeowners would have the option to install fences, subject to homeowners association standards and approved materials. He noted that chain-link fencing would not be permitted.

Commissioner Ashbaugh also asked about lot dimensions and spacing between homes. The applicant stated that the homes would generally be separated by approximately 10 feet and would be located on lots that vary in size throughout the development. The applicant explained that the site contains relatively gentle topography and is being designed to accommodate the proposed housing types.

In response to questions regarding stormwater management, Mr. Rahn stated that runoff from the development would be managed through an existing detention basin that was originally designed to accommodate drainage from the site, as well as four additional detention facilities proposed as part of the development. The applicant noted that the project engineering has been designed to address runoff from roofs, driveways, and other impervious surfaces.

Richard Michael of HG Consult, 25604 NE Colburn Road, Lee's Summit, representing the applicant, addressed questions regarding stormwater drainage for the proposed subdivision. He explained that although the lot sizes are smaller and more condensed, the overall impervious surface coverage is comparable to that of a conventional subdivision. He noted that the engineering and grading plans have undergone extensive design work and multiple staff reviews and are substantially developed despite being presented as a preliminary plan.

Mr. Michael stated that the site grading is designed to direct as much stormwater runoff as possible into the street system, where the majority of the storm sewer infrastructure is located. Roof drainage and driveway slopes are designed to direct water toward the streets, while rear yard drainage will be managed through swales, field inlets, and connections to the overall storm sewer system. He further noted that the development complies with required stormwater release rates and includes four detention basins designed to provide both drainage functionality and site amenities. He explained that some basins are intended to remain wet for extended periods, depending on weather conditions and site hydrology.

In response to Commissioner Nesbitt's question regarding school district capacity, Mr. Rahn stated that he had notified the Fort Osage School District of the proposed development but had not received a response regarding any potential impacts on school capacity.

Public Comments

Lisa Stewart, 20313 E. 16th Street North, expressed concerns regarding the potential impact of the development on the Fort Osage School District, stating that the district's schools are already overcrowded and may not have the capacity to accommodate additional students generated by the proposed development. She also expressed concerns regarding the proposed street connection between the new development and the Blue Mills subdivision. She stated that a connection would increase vehicle traffic, pedestrian traffic, and noise within the existing neighborhood. She noted that another nearby subdivision already utilizes Blue Mills as a connection to major roadways, which she believes has increased traffic in the area. Additionally, she expressed concerns that the construction of new homes in the proposed price range could increase surrounding property valuations and property taxes for existing residents.

John Tann, 20305 E. 17th Terrace North, stated that while he supported the concept of single-family housing, he shared concerns regarding the proposed connection between the new subdivision and the existing neighborhood. He stated that additional connections could increase traffic and negatively affect neighborhood safety and quality of life. Mr. Tann also questioned the proposed reduction in minimum lot sizes and home site standards, expressing concern that the request was intended to increase development density. He further echoed concerns regarding the capacity of the Fort Osage School District to accommodate additional students.

Matthew Friel, 20304 E. 16th Street North, stated that he believed the proposed development was not compatible with the character of the Blue Mills subdivision, describing the existing neighborhood as consisting primarily of traditional single-family homes on larger lots. He expressed concerns regarding the proposed street connection to Blue Mills, stating that it would increase traffic through the existing neighborhood and could create safety concerns, particularly near the intersection of 16th Street and Blue Mills Road. Mr. Friel also questioned whether existing roadway infrastructure and traffic signals could adequately accommodate additional traffic generated by the development. He suggested that alternative access points should be considered and reiterated concerns regarding school capacity.

Cory Bolin, 1501 N. Millburn Avenue, stated that he agreed with the concerns raised by previous speakers regarding traffic, neighborhood compatibility, and school capacity. He expressed concern that the proposed homes would differ significantly in style and scale from surrounding homes and questioned whether the project would provide the attainable housing benefits described by the applicant. Mr. Bolin also stated that existing residents utilize the undeveloped area as open green space and expressed concern that development would alter neighborhood views and character. Additional concerns included the lack of nearby public transit, the site's topography and potential impacts on adjacent properties, and the developer's prior litigation history.

Kevin King, 20238 E. 17th Street Court North, stated that he supported efforts to bring new housing opportunities to Independence but encouraged the developer to hold a neighborhood meeting to improve communication with nearby residents. He expressed concerns regarding site grading, stormwater runoff, increased traffic associated with the proposed street connections, and the size of the proposed homes compared to existing homes in the area. Mr. King also raised concerns regarding slab-on-grade construction and suggested that storm shelter accommodations should be considered for homes without basements.

Megan Hultz, 1429 N. Millburn Avenue, said one of the primary reasons she purchased her home was the open views and undeveloped landscape located behind her property. She expressed concern that the proposed development would eliminate the existing open space and alter the character of the area. Ms. Hultz stated that she valued the quiet nature of the neighborhood and wished to preserve the existing green space.

Chad, 1529 N. Millburn Avenue, expressed concerns regarding existing traffic conditions near the intersection of 16th Street and Millburn Avenue and stated that additional development would likely increase congestion in the area. He also questioned whether the proposed stormwater management system would adequately address runoff and flooding concerns, noting

that nearby areas already experience significant water accumulation during heavy rainfall events.

In response to concerns raised during public testimony, Mr. Rahn stated that traffic and stormwater analysis had been completed and updated throughout the review process in coordination with City staff. The applicant noted that additional review would continue during the final plat and final development plan stages. The applicant acknowledged that the site contains rolling topography but stated that proposed grading and stormwater improvements would allow runoff to be managed and controlled more effectively than existing conditions.

The applicant further stated that the proposed homes would range from approximately 1,200 to 1,800 square feet and would be priced below $300,000, with some products potentially available in the low $200,000 range depending on lot and foundation type. Representatives explained that the project was intended to provide attainable homeownership opportunities and meet a growing demand for lower-cost new housing options.

In response to concerns regarding roadway connections, Mr. Rahn stated that the proposed street network and access points were developed in accordance with traffic studies and City staff recommendations, emphasizing that connectivity between neighborhoods is an important planning consideration and that the proposed access configuration was based on professional traffic engineering analysis.

Commissioner Nesbitt asked whether an additional access point to Little Blue Parkway could be provided for the development. Staff explained that developments of this size are required by fire code to have at least two access points and noted that the applicant had submitted a traffic study as part of the review process. Staff further stated that an additional access point to Little Blue Parkway was not feasible due to sight-distance limitations associated with the roadway curvature.

Commissioner Nesbitt also inquired about existing dead-end streets within the Blue Mills subdivision. Mr. Arroyo confirmed that the subdivision had originally been planned with future street connections and explained that a detention basin constructed by the City now prevents the extension of Millhaven Drive through the area.

Commissioner Ashbaugh asked if Powell Road could provide alternative access routes. Mr. Arroyo explained that Powell Road is currently an unimproved dead-end roadway and that the City's Comprehensive Plan anticipates its future relocation to the west. Staff stated that the proposed development would not extend Powell Road southward and that the roadway was intentionally not designed to serve as a through connection in its current configuration.

Chairwoman Wiley asked staff to clarify the scope of the request and the approval process. Staff explained that the application was a Planned Unit Development (PUD) rezoning request and that, if recommended for approval by the Planning Commission and subsequently approved by the City Council, the project would proceed to additional engineering and design review. Mr. Arroyo noted that detailed review of stormwater management, infrastructure improvements, and other technical requirements would occur during subsequent development plan and plat review processes.

Commissioner Comments
Commissioner Nesbitt expressed concerns about traffic flowing through the existing neighborhood.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

Chairwoman Wiley called for a short recess. The meeting reconvened at 8:39 p.m.

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5. **Case 26-810-01 – Preliminary Development Plan – 136 E. White Oak** – A request to approve a Preliminary Development Plan for The Cottages at White Oak.

Commissioner Torres stated he would abstain from voting due to his service on the Community Services League Board.

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

In response to Commissioner Ashbaugh's question regarding the meaning of a BMP, Assistant Director Rick Arroyo explained that BMP stands for Best Management Practice and refers to methods used to manage stormwater runoff. He stated that BMPs can include a variety of stormwater mitigation measures, such as bio-retention areas, storm inlet boxes designed to collect floatable debris, and stormwater detention facilities.

In response to Commissioner Nesbitt's question regarding parking for the development, Mr. Harker explained that a condition of approval requires the Community Services League (CSL) to record a deed restriction that permanently provides parking opportunities for residents in the CSL parking lot. Mr. Harker confirmed that adequate parking would be available.

Applicant Comments
Applicant Doug Cowan, President and CEO of Community Services League (CSL), introduced himself and noted that CSL is celebrating its 110th anniversary in 2026. Mr. Cowan explained that the application references CSL Housing Solutions, a wholly owned subsidiary of CSL established to acquire, develop, and maintain safe, stable, and affordable housing. He provided an overview of CSL's housing initiatives, noting the organization has served as a HUD-certified housing counseling agency for nearly 20 years, manages 155 housing units for formerly homeless individuals through HUD partnerships, and administers millions of dollars annually in housing assistance programs. He also highlighted CSL's affordable home construction efforts, homeless outreach programs, and rental and utility assistance programs.

Mr. Cowan stated that the proposed development is intended to address the growing need for

affordable housing by constructing nine 360-square-foot homes adjacent to CSL's headquarters. He explained that the homes are primarily intended for participants employed through CSL's roadside litter removal program, providing residents with convenient access to employment, case management, and supportive services. He noted the location is also adjacent to a KCATA bus transfer station, making transportation more accessible. Mr. Cowan stated that CSL has visited similar housing developments, including Eden Village and the Veterans Community Project, and believes the proposed project will provide a supportive community while helping residents transition to stable housing. He concluded by stating that the development represents an important step toward expanding affordable housing opportunities in Independence and requested the Commission's favorable consideration.

In response to a Chairwoman Wiley's question regarding whether there is a time limit for residents to remain in the homes, Mr. Cowan stated that the goal is to help residents transition to market-rate housing or homeownership, but there is no set time limit. He explained that the length of residency will vary based on each individual's circumstances, with some residents moving on quickly while others may require a longer period of stability. Mr. Cowan noted that CSL offers supportive services, including a matched savings program funded through a local grant, to help residents build financial stability and eventually transition to permanent housing.

Public Comments

Roxanne Robinson, 131 E. Farmer Street, spoke in opposition to the request. Ms. Robinson expressed concerns about locating the tiny home development in her neighborhood, potential future expansion, property values, neighborhood safety, and onsite management. She also asked questions regarding resident eligibility, occupancy, length of residency, and pet policies.

John Gray, 1109 E. 105th Street, Edwardsville, Kansas, spoke in opposition to the request on behalf of Second Baptist Church. Pastor Gray acknowledged the work of Community Services League but expressed concerns regarding safety, trespassing, vandalism, parking, and the project's proximity to the church. He also stated the church should have been consulted earlier in the planning process.

Nancy Harris, 15308 E. Truman Road, spoke in opposition to the request. Ms. Harris expressed concerns about property damage, illegal dumping, theft, and other issues she attributed to homelessness. She stated she believed the proposed development would negatively impact the surrounding neighborhood and questioned why similar projects are frequently located in the area.

In response, applicant Doug Cowan acknowledged the concerns raised and stated that Community Services League is committed to being a good neighbor. He explained that the proposed homes would be permanent structures built on foundations and would serve single occupants who have demonstrated readiness for independent housing, primarily individuals participating in CSL's employment programs. He stated that residents would be screened, receive ongoing case management and supportive services, and be expected to comply with lease requirements.

The applicant explained that the development is intended to provide service-enriched housing by locating residents adjacent to employment opportunities and support services offered through

CSL. He stated that the organization currently employs private security at its facilities, intends to continue security patrols for the development, and plans to install security cameras and provide onsite property management and social service staff. He also noted that lease provisions, including policies regarding overnight guests and pets, are still being finalized.

In response to concerns regarding communication with neighboring property owners, including Second Baptist Church, Mr. Cowan acknowledged that additional outreach should have occurred prior to the public hearing and apologized for not contacting church leadership earlier in the process. He stated that CSL intends to continue working with surrounding property owners to address concerns and maintain positive relationships if the project moves forward.

Commissioner Comments

Commissioner Nesbitt asked whether the Planned Unit Development would require a berm and fence around the development. Staff confirmed that a fence is shown on the PUD plan. Commissioner Nesbitt expressed concerns about the layout of the proposed development, stating he believed a single building may be more compatible with the surrounding neighborhood than multiple small homes. He concluded by stating he would not support the request.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 4, No 2, Abstained 1.

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6. **Case 26-810-02 – Preliminary Development Plan - McBee Acres –** A request to approve a Preliminary Development Plan for McBee Acres generally located north of US 24 Hwy and west of Salem Drive.

Staff Presentation

Brian Harker presented the case, noting that his presentation would cover both the Preliminary Development Plan and Final Plat requests. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Commissioner Nesbitt asked whether there had previously been discussion about restricting parking on one side of the street due to concerns regarding street width and access for fire trucks, trash collection, and other vehicles. Mr. Arroyo responded that the traffic engineer was to evaluate whether parking restrictions would be necessary and noted that additional parking areas had been incorporated into the development to help mitigate on-street parking concerns.

Mr. Arroyo explained that the development infrastructure has already been constructed and that the request was primarily to update the Planned Unit Development (PUD) plan due to its expiration and to modify the lot configuration by establishing building envelopes. Staff noted that the previous PUD plan generally showed two large lots, while the revised plan creates multiple building envelopes within those larger tracts for financing and development purposes.

Applicant Comments

Jack Murphy, 3215 N. Juanita Drive, Buckner, Missouri, explained that the building envelopes are not separate lots but designate the areas where buildings will be constructed. He stated that creating the envelopes allows individual structures to be financed and permitted separately, rather than requiring financing for the entire development at one time. Mr. Murphy indicated that the land between the building envelopes would remain under common ownership and be maintained by the homeowners association (HOA).

In response to questions from the Commission, Mr. Murphy stated that the development is intended to remain a rental community and that the developer plans to retain ownership of the buildings. He explained that the HOA would be responsible for maintaining common areas, including green space, walking trails, benches, and detention facilities. Mr. Murphy further noted that establishing the HOA provides a mechanism for maintaining the property and addressing ownership responsibilities should portions of the development ever be sold in the future.

Mr. Arroyo clarified that the HOA would be necessary regardless of whether the units were owner-occupied or leased, as all units would contribute toward the maintenance of common areas and amenities within the development.

Public Comments

No public comments

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

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7. **Case 26-320-03 – Final Plat – McBee Acres –** A request to approve a final plat generally located north of US 24 Hwy and west of Salem Drive.

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

ROUNDTABLE - NEXT MEETING JUNE 23, 2026

ADJOURNMENT

The meeting was adjourned at 9:56 p.m.

BILL NO. 26-744

RESOLUTION NO. 7240

A RESOLUTION APPROVING A PRELIMINARY PLAT OF MEADOWBROOK ESTATES, PHASE 2, LOCATED SOUTHEAST OF EUREKA ROAD AND R.D. MIZE ROAD IN INDEPENDENCE, MISSOURI.

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

WHEREAS, the Planning Commission on June 9, 2026 did recommend approval of the application; and,

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

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

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

SEC-15 TWP- 49 RNG-31---PT SW 1/4 & PT SE 1/4 DAF: BEG 592.68' E & 25' S OF NW COR SW 1/4 TO TRU POB TH CONT S 2 DEG 11 MIN 11 SEC W 501.15' TO PT ON RD MIZE RD TH S 15 DEG 28 MIN 46 SEC E 225.2' TO NW COR LOT 25 MEADOWBROOK ESTATES FIRST PLAT TH N 66 DEG 12 MIN 22 SEC E 244.2' TH SELY ALG CURV LF ITB S 23 DEG 47 MIN 38 SEC E W RAD 225' DIST 66.7' TH ALG NWLY LI LOT 24 N 49 DEG 13 MIN 11 SEC E 176' MOL TO PT ON CURV RI DIST 324.51' TH NLY 170.21' TH WLY 248.45' TH NLY 208.71' TO S LI EUREKA RD TH W ALG SD S ROW LI 170' TO TRU POB (KNOWN AS PT TR I CERT SUR BK T-8 PG 48)

SEC-15 TWP-49 RNG- 31 ---PT SW 1/4 DAF BEG 1173.39' E & 25' S OF NW COR SW 1/4 ON S ROW LI EUREKA RD TH E 144.5' TH S 208.72' TH E 208.72' TH N 208.72' TO SD S ROW LI TH E 305.1' ALG SD ROW TH S 25' ALG SD ROW LI TH S 17 DEG W 165.57' TH SELY 188.46' ALG CURV LF TH S 71 DEG E 219.25' TH S 15 DEG W 636.09' TO PT ON N LI LOT 14 MEADOWBROOK ESTATES FIRST PLAT TH N 87 DEG 38 MIN 06 SEC W 81' MOL TH N 74 DEG 09 MIN 23 SEC W 479.04' TH N 66 DEG 59 MIN 55 SEC W 255.32' TH NELY ALG CURV TO LF 56.75' TH N 70 DEG 14 MIN 29 SEC W 183.39' TH N 02 DEG 11 MIN 11 SEC E 70.13' TH N 42 DEG 21 MIN 06 SEC W 13.35' TH NWLY ALG CURV RI 324.51' TH N 170.21' TH E 162.26' TH N 208.71' TO POB (KNOWN AS PT TR 2 CERT SUR T-8 PG-48)

SEC-15 TWP- 49 RNG-31---PT SW 1/4 & PT SE 1/4 DAF: BEG NE COR LOT 7 MEADOWBROOK ESTATES FIRST PLAT TH NLY 1134.41' MOL TH WLY 237.16' TH SLY 205' TH WLY 448.48' TH SWLY 425.62' TO PT ON NLY LI LOT 14 MEADOWBROOK ESTATES FIRST PLAT TH S 74 DEG 09 MIN 23 SEC E 49' MOL TH S 87 DEG 38 MIN 06 SEC E 550' TH S 02 DEG 21 MIN 54 SEC W 56.82' TH S 87 DEG 38 MIN 06 SEC E 189.99' TO POB (KNOWN AS PT TR 1 CERT SUR T-8 PG-48)

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

1. In lieu of half-road improvements along R.D. Mize Road and Eureka Road, the R.D. Mize Road curve shall be improved with a minimum radius for a 35-mph roadway. An additional ten feet of right-of-way shall be dedicated for a future sidewalk along the north side of R. D. Mize Road from Brook Ridge Court to the end of the existing sidewalk on R. D. Mize Road.
2. The existing utility easements across proposed Lots 66, 67, 68 and 103 must be vacated by separate action.
3. McBee Avenue should be renamed E. 32nd Terrace S. and Mize Ridge Court shall be renamed S. Mize Ridge Court.
4. Street addresses will be assigned to the Final Plat.
5. Lots 54 and 55 must have landscape screening along their rear property lines in accordance with the Unified Development Ordinance Section 14-503-13. A note shall be included on the Final Plat.
6. There is a stream buffer along the east side of R.D. Mize Road. The plat shows a drainage easement across Lots 54 and 55. This drainage easement may serve as the stream buffer setback as was allowed in Phase 1. The drainage easement must be extended through Lots 56 and 57. The plat must indicate no permanent structures can be placed within the drainage easement. A note indicating the drainage easement is the stream buffer setback must be included on the Final Plat.

PASSED THIS 14th DAY OF July, 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

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-745 A resolution appointing Robin Baker-Bokarge to the Public Safety Tax Oversight Committee **Approved Res. No. 7241**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Baker Bokarge Appt PSTOC
2. Res. No. 7241

PSTOC
Appt. Baker-Bokarge
7/6/26 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING ROBIN BAKER-BOKARGE AS A MEMBER OF THE PUBLIC SAFETY TAX OVERSIGHT COMMITTEE OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 5075, passed on the 17th day of May 2004, create the Public Safety Tax Oversight Committee within and for the City of Independence, Missouri, and,

WHEREAS, Tara Kruse was a member of the Public Safety Tax Oversight Committee, and her term has expired, and

WHEREAS, the City Council deems it advisable to appoint Robin Baker-Bokarge to said Public Safety Tax Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in promoting education regarding purchase, construction, repair, maintenance, reconstruction of facilities and equipment and training, as well as observation of the collection and expenditures of the Fire Protection Sales Tax, the Public Safety Capital Improvements Sales Tax and the Use Tax for police personnel; and,

WHEREAS, said individual is duly qualified to serve, according to the Charter and ordinances of this City, and the Council affirms the individual appointments made by each council member.

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 Public Safety Tax Oversight Committee to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

Name	Address	Term Expires
Robin Baker-Bokarge	1109 N Farview Dr.	11/15/2029

PASSED THIS _____ DAY OF JULY 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

PSTOC
Appt. Baker-Bokarge
7/6/26 SH

BILL NO. 26-745

RESOLUTION NO. 7241

A RESOLUTION APPOINTING ROBIN BAKER-BOKARGE AS A MEMBER OF THE PUBLIC SAFETY TAX OVERSIGHT COMMITTEE OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 5075, passed on the 17th day of May 2004, create the Public Safety Tax Oversight Committee within and for the City of Independence, Missouri, and,

WHEREAS, Tara Kruse was a member of the Public Safety Tax Oversight Committee, and her term has expired, and

WHEREAS, the City Council deems it advisable to appoint Robin Baker-Bokarge to said Public Safety Tax Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in promoting education regarding purchase, construction, repair, maintenance, reconstruction of facilities and equipment and training, as well as observation of the collection and expenditures of the Fire Protection Sales Tax, the Public Safety Capital Improvements Sales Tax and the Use Tax for police personnel; and,

WHEREAS, said individual is duly qualified to serve, according to the Charter and ordinances of this City, and the Council affirms the individual appointments made by each council member.

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 Public Safety Tax Oversight Committee to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

Name	Address	Term Expires
Robin Baker-Bokarge	1109 N Farview Dr.	11/15/2029

PASSED THIS 6th DAY OF JULY 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

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
26-746 A resolution appointing Sarah Lawson to the Human Relations Commission **Approved Res. No. 7242**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. S Lawson Res 2026
2. Res. No. 7242

Human Relations Commission
Appt. S. Lawson
7/6//26 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING SARAH LAWSON AS A MEMBER OF THE HUMAN RELATIONS COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS the City Council of the City of Independence, Missouri, did, pursuant to Ordinance No. 728 passed on the 27th day of July, 1964, create the Human Relations Commission of the City of Independence, Missouri; and,

WHEREAS, two terms expired leaving vacancies on this commission; and

WHEREAS, the City Council deems it necessary and advisable to appoint this individual as a member of the Human Relations Commission because of their qualities of leadership, temperance and judgment, and said individual is duly qualified to serve;

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

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

Name	Address	Term Expires
Sarah Lawson	20237 E. 17th St. Ct North	2/16/2029

PASSED THIS _____ DAY OF JULY 2026 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

Human Relations Commission
Appt. S. Lawson
7/6//26 SH

BILL NO. 26-746

RESOLUTION NO. 7242

A RESOLUTION APPOINTING SARAH LAWSON AS A MEMBER OF THE HUMAN RELATIONS COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS the City Council of the City of Independence, Missouri, did, pursuant to Ordinance No. 728 passed on the 27th day of July, 1964, create the Human Relations Commission of the City of Independence, Missouri; and,

WHEREAS, two terms expired leaving vacancies on this commission; and

WHEREAS, the City Council deems it necessary and advisable to appoint this individual as a member of the Human Relations Commission because of their qualities of leadership, temperance and judgment, and said individual is duly qualified to serve;

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

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

Name	Address	Term Expires
Sarah Lawson	20237 E. 17th St. Ct North	2/16/2029

PASSED THIS 6th DAY OF JULY 2026 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

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

ATTEST:
Lonnie Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-747 A resolution in support of the application for an affordable rental housing development known as Terrace Crossing, to the Missouri Housing Development Commission's nine percent housing tax credits and approving a waiver of building permit fees in the amount of $50,001.00. **Item passes 7-0 Res. No. 7243**

Recommendations:

Council approval is recommended.

Background:

Terrace Crossing, LP proposes a development of 60 affordable two and three-bedroom rental units at 9701 East 35th Street, named Terrace Crossing. To fund this project, they plan to apply for 2027 Competitive 9% Housing Tax Credits from the Missouri Housing Development Commission (MHDC) and have requested support from the City of Independence for Low Income Housing Tax Credits (LIHTC).

On September 3, 2024, the City Council passed a resolution supporting this project. However, the MHDC did not fund it in 2024, as it narrowly missed the required points. Terrace Crossing, LP then requested a $50,001 building permit fee waiver, as proposals with local government support through fee waivers of at least $50,000 are eligible for additional application points. The City Council passed a resolution on September 2, 2025, in support of a second application with the $50,001 building permit fee waiver, but that application also narrowly missed the required points.

Emergency Justification:

Fiscal Impact:

Building permit fees for the Terrace Crossing project are estimated to be $91,000. A building permit fee waiver of $50,000 would reduce potential revenue for this project to $41,000, but is not projected to decrease FY26-27 budgeted revenues.

Council Action:

Department / Contact	City Manager /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Terrace Crossing Resolution_2026
2. Res. No. 7243

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION IN SUPPORT OF THE APPLICATION FOR AN AFFORDABLE RENTAL HOUSING DEVELOPMENT KNOWN AS TERRACE CROSSING, TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION'S NINE PERCENT HOUSING TAX CREDITS AND APPROVING A WAIVER OF BUILDING PERMIT FEES IN THE AMOUNT OF $50,001.00

WHEREAS, Terrace Crossing, LP has proposed a planned development for affordable rental housing at 9701 East 35th Street, named Terrace Crossing; and

WHEREAS, Terrace Crossing, LP has indicated its intent to construct 60 (sixty) two and three-bedroom affordable housing rental units that will serve families; and,

WHEREAS, Terrace Crossing, LP has advised that it intends to submit an application to the Missouri Housing Development Commission for 2027 Competitive 9% Housing Tax Credits for Terrace Crossing; and

WHEREAS, Terrace Crossing, LP has requested support from the City of Independence for Low Income Housing Tax Credits (LIHTC).

AND WHEREAS, Terrace Crossing, LP has requested a waiver of building permit fees in the amount of $50,001.00.

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 supports the development of the Terrace Crossing housing project in our community, subject to the city's ordinances, and all applicable entitlement processes.

Section 2. That the City Council of the City of Independence, Missouri, hereby approves a waiver of building permit fees in the amount of up to $50,001.00.

Section 3. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute a waiver of building permit fees in the amount of up to $50,001.00.

PASSED THIS ____ DAY OF JULY 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

Terrace Crossing 2026
06/22/2026 – CD

BILL NO. 26-747

RESOLUTION NO. 7243

A RESOLUTION IN SUPPORT OF THE APPLICATION FOR AN AFFORDABLE RENTAL HOUSING DEVELOPMENT KNOWN AS TERRACE CROSSING, TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION'S NINE PERCENT HOUSING TAX CREDITS AND APPROVING A WAIVER OF BUILDING PERMIT FEES IN THE AMOUNT OF $50,001.00

WHEREAS, Terrace Crossing, LP has proposed a planned development for affordable rental housing at 9701 East 35th Street, named Terrace Crossing; and

WHEREAS, Terrace Crossing, LP has indicated its intent to construct 60 (sixty) two and three-bedroom affordable housing rental units that will serve families; and,

WHEREAS, Terrace Crossing, LP has advised that it intends to submit an application to the Missouri Housing Development Commission for 2027 Competitive 9% Housing Tax Credits for Terrace Crossing; and

WHEREAS, Terrace Crossing, LP has requested support from the City of Independence for Low Income Housing Tax Credits (LIHTC).

AND WHEREAS, Terrace Crossing, LP has requested a waiver of building permit fees in the amount of $50,001.00.

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 supports the development of the Terrace Crossing housing project in our community, subject to the city's ordinances, and all applicable entitlement processes.

Section 2. That the City Council of the City of Independence, Missouri, hereby approves a waiver of building permit fees in the amount of up to $50,001.00.

Section 3. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute a waiver of building permit fees in the amount of up to $50,001.00.

PASSED THIS 14th DAY OF JULY 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

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-748 A resolution authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Public Health Emergency Preparedness Grant Program for the period of July 1, 2026, through June 30, 2027; accepting funds for the period in the amount of $125,254; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations. **Approved Res. No. 7244**

Recommendations:

Council approval is recommended.

Background:

The Health and Animal Services Department has been provided the opportunity to receive funding for the Missouri Department of Health and Senior Services Public Health Emergency Preparedness Grant Program. This grant will provide for the reimbursement of qualified expenses up to $125,254 from July 1,2026, through June 30, 2027. Qualified expenses will include staff time and supplies.

Expenditures were anticipated in the adopted FY2026-27 budget. There are no matching funds required for this grant.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $125,254. The revenue will be deposited in the Grant Fund 015, account 015-3219-PHE27 and expenditures were included in the FY2026-2027 Proposed Budget, Health Services 0154755, page 128.

Council Action:

Department / Contact Health /

REVIEWERS

Christina Heinen

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. HD.PHEP Grant 2026-27
2. PHEP 26-27 Grant Contract
3. Res. No. 7244

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT WITH THE MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES TO PROVIDE FINANCIAL ASSITANCE FOR THE PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT PROGRAM FOR THE PERIOD OF JULY 1, 2026, THROUGH JUNE 30, 2027; ACCEPTING FUNDS FOR THE PERIOD IN THE AMOUNT OF $125,254 AND AUTHORIZING FUTURE CHANGE ORDERS FOR ADDITIONAL FUNDING AND/OR TIME EXTENSIONS FOR THE SAME PROJECT.

WHEREAS, the City of Independence has been taking advantage of the grant programs from the Missouri Department of Health and Senior Services for the partial funding of the Independence Health and Animal Services Department; and,

WHEREAS, it has been determined by the Independence City Council that the application for such funds is the proper prerogative of the Council with acceptance of the contract for the period from July 1, 2026, through June 30, 2027; and,

WHEREAS, it has been determined by the Independence City Council to be in the best interest of the City to approve this Public Health Emergency Preparedness Grant Program Contract with the Missouri Department of Health and Senior Services;

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

SECTION 1. That the City Manager of the City of Independence, Missouri, is hereby authorized to accept funding for an amount not to exceed One Hundred Twenty-Five Thousand Two Hundred Fifty-Four and 00/100 Dollars ($125,254.00) for the period of July 1, 2026, through June 30, 2027.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this grant without Council approval, for an extension of time for completing the terms of the grant or for the receipt of additional funding for this same grant project, provided there are no changes in the terms and/or conditions or responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of time of the grant or more than 50% to the original funding, is identified as being authorized by this ordinance, and a copy is filed with the City Clerk.

PASSED THIS _____DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

Source is: State Grant

Director of Finance
City of Independence, Missouri

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking #	**Contract Title:**	
57612	PUBLIC HEALTH EMERGENCY PREPAREDNESS	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
7/1/2025	6/30/2027	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
DH260057612		02

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
CITY OF INDEPENDENCE HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
20201 EAST JACKSON DRIVE		INDEPENDENCE MUNICIPAL COMMONS
CITY, STATE, and ZIP CODE		
INDEPENDENCE	MO	64057-1569
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	UEI NUMBER
*********	U5W1BFU54PJ3
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

AMENDMENT #02 TO CONTRACT DH260057612

CONTRACT TITLE: Public Health Emergency Preparedness

CONTRACT PERIOD: July 1, 2026 through June 30, 2027

The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract; therefore Section 2.1.1 is hereby deleted in its entirety and replaced with revised Section 2.1.1 as follows:

2.1.1 The contract amount shall not exceed $125,254.00 for the period of July 1, 2026 through June 30, 2027.

In addition, the Department of Health and Senior Services desires to amend the above-referenced contract in accordance with the following:

1. Delete Section 2.2.5 in its entirety.

2. Delete Section 2.2.8 in its entirety and replace with revised Section 2.2.8 as follows:

2.2.8 The Administrator or their designated employee shall attend statewide LPHA Update Calls and/or regional Communicable Disease conference calls as organized by the Department District Lead Epidemiologist.

3. Delete Section 2.2.17 in its entirety and replace with revised Section 2.2.17 as follows:

2.2.17 By June 30th, the Contractor shall complete the Tangible Personal Property Report provided by the Department and submit to the PHEP Program at Preparedness@health.mo.gov.

a. The Tangible Personal Property Report shall be completed for any one (1) single item that has a value of $5,000 or more purchased within this contract period with Department preparedness funds.

1) Items priced over $5,000 require prior approval before purchase can be made.

2) If the Contractor has nothing to report, the Contractor shall indicate this on the form.

4. Delete Section 2.2.18 a. in its entirety and replace with revised Section 2.2.18 a. as follows:

   2.2.18 a. The Contractor shall use the Inventory Listing Template provided by the Department to report this inventory to the PHEP program.

      1) If the Contractor has nothing to report, the Contractor shall indicate this on the template and email to Preparedness@health.mo.gov.

5. Delete Attachments C and E in their entirety and replace with revised Attachments C and E, which is attached hereto and is incorporated by reference as if fully set forth herein.

All other terms, conditions and provisions of the above referenced contract shall remain the same and apply hereto.

MISSOURI DEPARTMENT OF HEALTH & SENIOR SERVICES

Attachment C - Missouri Healthcare Coalitions

SCAN ME · SCAN ME · SCAN ME · SCAN ME · SCAN ME · SCAN ME ·

Healthcare Coalition (HCC) Contacts

Region A – Mid-America Regional Council
Jennifer Sutherlin jsutherlin@marc.org 816-701-8362
Non-Urban Rural – Missouri Healthcare Coalition
Kara Amann kamann@MoHospitals.org 573-893-3700
Region C – St. Louis Area Regional Response System
Kara Rosenkranz kara@stlstarrs.org 314-332-7322

City of Independence Health and Animal Services Department
Public Health Emergency Preparedness Budget
FY27 (July 1, 2026 - June 30, 2027)

Category	Budget	Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)
Personnel Services	73,614.64	73,614.64
Fringe Benefits	35,547.91	35,547.91
Travel		0.00
Equipment (*see definition below)		
Supplies	4,704.72	4,704.72
Other		0.00
Contractual		
Subcontractor #1 (Enter Name)		0.00
Subcontractor #2 (Enter Name)		0.00
Subcontractor #3 (Enter Name)		0.00
Subcontractor #4 (Enter Name)		0.00
Subcontractor #5 (Enter Name)		0.00
Total Direct Costs	113,867.27	
Indirect (Administrative) Cost	11,386.73	
TOTAL CONTRACT	**125,254.00**	

Allowed cost for the calculation of Indirect (Administrative) Costs:	113,867.27
If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting.	10.00%
Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes or No)	
If C24 is yes, then provide in the space below a summary of how you calculated your Indirect (Administrative) Costs in accordance with your federally negotiated rate. Enter in C26 indirect cost amount calculated on your federally negotiated rate. Attach a copy of your approved Indirect Cost Rate agreement.	

1. How many FTE's** are employed by your entire agency?	35.60
2. Of these FTE's how many are funded only by the PHEP grant?	2.00

*Definition: Equipment: Any single item purchased with a useful life greater than one year with a purchase cost of $10,000 or more.
**Definition: Full-time equivalent employees equal the number of employees on full-time schedules plus the number of employees on part-time schedules converted to a full-time basis.

City of Independence Health and Animal Services Department
Public Health Emergency Preparedness Budget
FY27 (July 1, 2026 - June 30, 2027)

Budget Narrative/Justification

Personnel Services

Personal Services funds are to pay full salary of full-time LPHA Public Health Response Planner Olivia Malay, salary being $52,145.60 (25.07 an hour, 40 hours a week) and 25% of the salary of the full-time Public Health Manager Lauren Campbell, salary being $73,944 (35.55 an hour, 40 hours a week) to support emergency preparedness and response activities. Time will be spent evenly between workplan capabilities (33.33% Capability 4, 33.33% Capability 7, and 33.33% Capability 11).

Fringe Benefits

Fringe benefits for LPHA Planner and Public Health Manager including elected benefits, LAGERS contributions, and retirement deductions.

Travel

Equipment

Supplies

Funds to purchase various supplies with additional funds to support workplan capabilities, including: safety supplies such as first-aid materials and PPE, storage for preparedness and public health trailer organization, response supplies for PHEP staff such as go-bag supplies including flashlights, first-ad, etc., and general office supplies for PHEP employees like pens, paper, notepads, etc..

Other

Contractual

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	57612	**State:** 0%	$0.00	**Federal:** 100%	$250,508.00
Contract Title:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Contract Start:	7/1/2025	**Contract End:** 6/30/2027	**Amend#:** 02	**Contract #:**	DH260057612
Vendor Name:	CITY OF INDEPENDENCE HEALTH DEPARTMENT				

CFDA:	00.000	**Research and Development:**			
CFDA Name:					
Federal Agency:					
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	*	**DHSS #:** ZZZ-PENDING FOA		**Federal Obligation:**	$125,254.00

CFDA:	93.069	**Research and Development:**	N		
CFDA Name:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	5NU90TU000043-02				
Federal Award Name:	MISSOURI PHEP COOPERATIVE AGREEMENT				
Federal Award Year:	2025	**DHSS #:** 25PHEP		**Federal Obligation:**	$125,254.00

*** The Department will provide this information when it becomes available.**

Project Description:

To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared
and resilient communities.

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Sarah Willson
Director

Mike Kehoe
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Return the contract to:

   via email to Procurement@health.mo.gov

   or

   Mail to the following address:

   Bureau of Procurement Services
   Missouri Department of Health and Senior Services
   P.O. Box 570
   Jefferson City, MO 65102

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov if you have any questions regarding this letter.

Enclosure

BILL NO. 26-748

RESOLUTION NO. 7244

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT WITH THE MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES TO PROVIDE FINANCIAL ASSITANCE FOR THE PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT PROGRAM FOR THE PERIOD OF JULY 1, 2026, THROUGH JUNE 30, 2027; ACCEPTING FUNDS FOR THE PERIOD IN THE AMOUNT OF $125,254 AND AUTHORIZING FUTURE CHANGE ORDERS FOR ADDITIONAL FUNDING AND/OR TIME EXTENSIONS FOR THE SAME PROJECT.

WHEREAS, the City of Independence has been taking advantage of the grant programs from the Missouri Department of Health and Senior Services for the partial funding of the Independence Health and Animal Services Department; and,

WHEREAS, it has been determined by the Independence City Council that the application for such funds is the proper prerogative of the Council with acceptance of the contract for the period from July 1, 2026, through June 30, 2027; and,

WHEREAS, it has been determined by the Independence City Council to be in the best interest of the City to approve this Public Health Emergency Preparedness Grant Program Contract with the Missouri Department of Health and Senior Services;

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

SECTION 1. That the City Manager of the City of Independence, Missouri, is hereby authorized to accept funding for an amount not to exceed One Hundred Twenty-Five Thousand Two Hundred Fifty-Four and 00/100 Dollars ($125,254.00) for the period of July 1, 2026, through June 30, 2027.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this grant without Council approval, for an extension of time for completing the terms of the grant or for the receipt of additional funding for this same grant project, provided there are no changes in the terms and/or conditions or responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of time of the grant or more than 50% to the original funding, is identified as being authorized by this ordinance, and a copy is filed with the City Clerk.

PASSED THIS 6th DAY OF July, 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:

Lynnane Holland
City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

Source is: State Grant

Director of Finance
City of Independence, Missouri

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-749 A resolution reappointing Brent Schondelmeyer to the Land Trust of Jackson County, Missouri **Approved Res. No. 7245**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Schondelmeyer Reappt Land Trust of Jackson County Res 2026
2. Res. No. 7245

Jackson County Land Trust
Reappointment Schondelmeyer
7/6/26 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING BRENT SCHONDELMEYER TO THE LAND TRUST OF JACKSON COUNTY, MISSOURI

WHEREAS Section 141.720 RSMo governs appointments of trustees to the Land Trust of Jackson County, Missouri, and

WHEREAS the Jackson County Executive's Office has determined that the City of Independence, Missouri, is an appointing authority, and

WHEREAS, the Mayor, with the advice and consent of the City Council, deems it advisable to reappoint Brent Schondelmeyer to represent the City of Independence as a Trustee on the Land Trust of Jackson County, Missouri, and

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

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

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

Name	Address	Term Expires
Brent Schondelmeyer	3704 S. Grand	2/1/2028

PASSED THIS _____ DAY OF JULY 2026 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

Jackson County Land Trust
Reappointment Schondelmeyer
7/6/26 SH

BILL NO. 26-749

RESOLUTION NO. 7245

A RESOLUTION REAPPOINTING BRENT SCHONDELMEYER TO THE LAND TRUST OF JACKSON COUNTY, MISSOURI

WHEREAS Section 141.720 RSMo governs appointments of trustees to the Land Trust of Jackson County, Missouri, and

WHEREAS the Jackson County Executive's Office has determined that the City of Independence, Missouri, is an appointing authority, and

WHEREAS, the Mayor, with the advice and consent of the City Council, deems it advisable to reappoint Brent Schondelmeyer to represent the City of Independence as a Trustee on the Land Trust of Jackson County, Missouri, and

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

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

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

Name	Address	Term Expires
Brent Schondelmeyer	3704 S. Grand	2/1/2028

PASSED THIS 6th DAY OF JULY 2026 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

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

ATTEST:

Suzanne Holland

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-750 A resolution reappointing Charlie Shields and appointing Cindy McClain, John Pritchard and Rory Rowland as members of the Independence Harry S. Truman Award Commission **Approved Res. No. 7246**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Shields McClain Rowland Res 2026
2. Res. No. 7246

Harry S. Truman Award Comm.
Reappt. Shields; Appt. McClain, Pritchard & Rowland
7/6/26 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING CHARLIE SHIELDS AND APPOINTING CINDY MCCLAIN, JOHN PRITCHARD AND RORY ROWLAND AS MEMBERS OF THE INDEPENDENCE HARRY S. TRUMAN AWARD COMMISSION

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 3667, passed on December 30, 1974, create the Independence Harry S. Truman Award Commission within and for the City of Independence, Missouri; and,

WHEREAS, the City Council did, pursuant to Ordinance No. 18339, passed on August 4, 2014, expand the number of members on the Commission to seven; and

WHEREAS, two resignations and one expiration of term have created vacancies; and

WHEREAS, the City Council deems it necessary and advisable to reappoint Charlie Shields and appoint Cindy McClain, John Pritchard and Rory Rowland to said commission because of their qualities of leadership, temperance, judgment, and interest in the area of annually honoring an individual who possesses the qualities of dedication, industry, ability, honesty, and integrity that distinguished Harry S. Truman in his years of public service by naming the individual and arranging for the presentation on behalf of the City of Independence, Missouri, and;

WHEREAS, said individual(s) are duly qualified to serve, according to the Charter and ordinances of this City;

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

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

Name	Term Expires
Charlie Shields	6/1/2030
Cindy McClain	6/1/2030
John Pritchard	6/1/2030
Rory Rowland	6/1/2030

PASSED THIS _____ DAY OF JULY 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

Harry S. Truman Award Comm.
Reappt. Shields; Appt. McClain, Pritchard & Rowland
7/6/26 SH

BILL NO. 26-750

RESOLUTION NO. 72460

A RESOLUTION REAPPOINTING CHARLIE SHIELDS AND APPOINTING CINDY MCCLAIN, JOHN PRITCHARD AND RORY ROWLAND AS MEMBERS OF THE INDEPENDENCE HARRY S. TRUMAN AWARD COMMISSION

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 3667, passed on December 30, 1974, create the Independence Harry S. Truman Award Commission within and for the City of Independence, Missouri; and,

WHEREAS, the City Council did, pursuant to Ordinance No. 18339, passed on August 4, 2014, expand the number of members on the Commission to seven; and

WHEREAS, two resignations and one expiration of term have created vacancies; and

WHEREAS, the City Council deems it necessary and advisable to reappoint Charlie Shields and appoint Cindy McClain, John Pritchard and Rory Rowland to said commission because of their qualities of leadership, temperance, judgment, and interest in the area of annually honoring an individual who possesses the qualities of dedication, industry, ability, honesty, and integrity that distinguished Harry S. Truman in his years of public service by naming the individual and arranging for the presentation on behalf of the City of Independence, Missouri, and;

WHEREAS, said individual(s) are duly qualified to serve, according to the Charter and ordinances of this City;

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

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

Name	Term Expires
Charlie Shields	6/1/2030
Cindy McClain	6/1/2030
John Pritchard	6/1/2030
Rory Rowland	6/1/2030

PASSED THIS 14th DAY OF JULY 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

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-056 **2R** 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. **2R** **Item passes 7-0 Ord. No. 19817**

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
5. Ord. No. 19817

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

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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

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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]

BILL NO. 26-056

ORDINANCE NO. 19817

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 14th DAY OF July 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:

Sloanne Noland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-059 **1R** An ordinance amending Section 18.18.001-010 of the Independence City Code concerning bicycles, motorized bicycles, and motor scooters. **1R Read**

Recommendations:

Council approval is recommended.

Background:

This amendment adds motorized scooters to the ordinance regulating the use of bicycles and motorized bicycles throughout the City.

Emergency Justification:

Fiscal Impact:

There is no fiscal impact due to this amendment.

Council Action:

Department / Contact Legal /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Chapter 18 Regulations 1 LDA Edits
2. Chapter 18 Regulations 1 LDA Edits

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 18.18.001-010 OF THE INDEPENDENCE CITY CODE CONCERNING BICYCLES, MOTORIZED BICYCLES, AND MOTOR SCOOTERS

WHEREAS, Article 18 of Chapter 18 of the Code of the City of Independence concerns regulations for bicycles and motorized bicycles and motor scooters

WHEREAS, there has been a proliferation of the sizes and types of motorized bicycles and motor scooters,

WHEREAS, the current Code of the City of Independence inadequately addresses the proliferation of the sizes and types of motorized bicycles and motor scooters,

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

SECTION 1. Section 18.18.001-10 of the Independence City Code is hereby amended to read as follows:

Sec. 18.18.001. - Traffic laws apply to persons riding bicycles**, ~~and~~** motorized bicycles**, and motor scooters**.

Every person riding a bicycle or motorized bicycle **or motor scooter** upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the provisions of this chapter, except as to special regulations in this article and except as to those provisions of this article which by their nature can have no application.

Sec. 18.18.002. - Riding on bicycles**, ~~and~~** motorized bicycles**, and motor scooters.**

A. A person propelling a bicycle or motorized bicycle **or motor scooter** shall not ride other than astride a permanent and regular seat attached thereto.

B. No bicycle or motorized bicycle **or motor scooter** shall be used to carry more persons at one time than the number for which it is designed and equipped.

Sec. 18.18.003. - Riding on roadways and bicycle paths.

A. Every person operating a bicycle or motorized bicycle **or motor scooter** upon a roadway shall ride as near to the right-hand side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

B. Persons riding bicycles or motorized bicycles **or motor scooters** upon a roadway shall not ride more than two abreast, except on paths or parts of roadways set aside for the exclusive use of bicycles.

C. Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use the roadway.

Sec. 18.18.004. - Speed.

No person shall operate a bicycle or motorized bicycle **or motor scooter** at a speed greater than is reasonable and prudent under the condition then existing.

Sec. 18.18.005. - Emerging from alley or driveway.

The operator of a bicycle or motorized bicycle **or motor scooter** emerging from an alley, driveway, or building shall upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.

Sec. 18.18.006. - Carrying articles.

No person operating a bicycle or motorized bicycle **or motor scooter** shall carry any package, bundle, or article which prevents the rider from keeping at least one hand upon the handlebars.

Sec. 18.18.007. - Parking.

No person shall park a bicycle or motorized bicycle **or motor scooter** upon a street other than upon the roadway against the curb or upon the sidewalk in a rack to support the bicycle or motorized bicycle or against a building or at the curb, in such manner as to afford the least obstruction to pedestrian traffic.

Sec. 18.18.008. - Riding on sidewalks.

A. No person **of any age** shall ride a bicycle **or motorized bicycle or motor scooter** upon a sidewalk within a business district.

B. No person 13 or more years of age shall ride a bicycle **or motorized bicycle or motor scooter** upon any sidewalk. ~~**in any district.**~~

~~**C. Whenever any person is riding a bicycle upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.**~~

~~**D. No person shall ride a motorized bicycle upon a sidewalk. in any district.**~~

Sec. 18.18.009. - Lamps and other equipment on bicycles and motorized bicycles **and motor scooters**.

A. Every bicycle and motorized bicycle **and motor scooter** when in use on a roadway during the period from one-half hour after sunset to one-half hour before sunrise shall be equipped with the following:

1.A front-facing lamp on the front or carried by the rider which shall emit a white light visible at night under normal atmospheric conditions on a straight, level, unlighted roadway at 500 feet;

2. A rear-facing red reflector, at least two square inches in reflective surface area, on the rear which shall be visible at night under normal atmospheric conditions on a straight level, unlighted roadway when viewed by a vehicle driver under the lower beams of vehicle headlights at 600 feet;

3. Reflective material and/or lights on any part of the bicyclist's pedals, crank arms, shoes or lower leg, visible from the front and the rear at night under normal atmospheric conditions on a straight, level, unlighted roadway when viewed by a vehicle driver under the lawful lower beams of vehicle headlights at 200 feet; and

4. Reflective material and/or lights visible on each side of the bicycle or bicyclist and visible at night under normal atmospheric conditions on a straight, level, unlighted roadway when viewed by a vehicle driver under the lawful lower beams of vehicle headlights at 300 feet. The provisions of this subdivision shall not apply to motorized bicycles which comply with National Highway Traffic and Safety Administration regulations relating to reflectors on motorized bicycles.

B. No bicycle or motorized bicycle **or motor scooter** shall be equipped with, nor shall any person use upon a bicycle or motorized bicycle any siren or whistle.

C. Every bicycle and motorized bicycle **or motor scooter** shall be equipped with a brake or brakes which will enable its driver to stop the bicycle or motorized bicycle within 25 feet from a speed of ten miles per hour on dry, level, clean pavement.

Sec. 18.18.010. - Motorized bicycles **and motor scooters**, operators license required, operation on interstate highway prohibited.

A. No person shall operate a motorized bicycle **or motor scooter** on any public roadway in this City unless such person has a valid license to operate a motor vehicle.

B. No motorized bicycle **or motor scooter** may be operated on any public thoroughfare located within this City which has been designated as part of the Federal Interstate Highway System.

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

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 18.18.001-010 OF THE INDEPENDENCE CITY CODE CONCERNING BICYCLES, MOTORIZED BICYCLES, AND MOTOR SCOOTERS

WHEREAS, Article 18 of Chapter 18 of the Code of the City of Independence concerns regulations for bicycles and motorized bicycles and motor scooters

WHEREAS, there has been a proliferation of the sizes and types of motorized bicycles and motor scooters,

WHEREAS, the current Code of the City of Independence inadequately addresses the proliferation of the sizes and types of motorized bicycles and motor scooters,

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

SECTION 1. Section 18.18.001-10 of the Independence City Code is hereby amended to read as follows:

Sec. 18.18.001. - Traffic laws apply to persons riding bicycles**, ~~and~~** motorized bicycles**, and motor scooters**.

Every person riding a bicycle or motorized bicycle **or motor scooter** upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the provisions of this chapter, except as to special regulations in this article and except as to those provisions of this article which by their nature can have no application.

Sec. 18.18.002. - Riding on bicycles**, ~~and~~** motorized bicycles**, and motor scooters.**

A. A person propelling a bicycle or motorized bicycle **or motor scooter** shall not ride other than astride a permanent and regular seat attached thereto.

B. No bicycle or motorized bicycle **or motor scooter** shall be used to carry more persons at one time than the number for which it is designed and equipped.

Sec. 18.18.003. - Riding on roadways and bicycle paths.

A. Every person operating a bicycle or motorized bicycle **or motor scooter** upon a roadway shall ride as near to the right-hand side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

B. Persons riding bicycles or motorized bicycles **or motor scooters** upon a roadway shall not ride more than two abreast, except on paths or parts of roadways set aside for the exclusive use of bicycles.

C. Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use the roadway.

Sec. 18.18.004. - Speed.

No person shall operate a bicycle or motorized bicycle **or motor scooter** at a speed greater than is reasonable and prudent under the condition then existing.

Sec. 18.18.005. - Emerging from alley or driveway.

The operator of a bicycle or motorized bicycle **or motor scooter** emerging from an alley, driveway, or building shall upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.

Sec. 18.18.006. - Carrying articles.

No person operating a bicycle or motorized bicycle **or motor scooter** shall carry any package, bundle, or article which prevents the rider from keeping at least one hand upon the handlebars.

Sec. 18.18.007. - Parking.

No person shall park a bicycle or motorized bicycle **or motor scooter** upon a street other than upon the roadway against the curb or upon the sidewalk in a rack to support the bicycle or motorized bicycle or against a building or at the curb, in such manner as to afford the least obstruction to pedestrian traffic.

Sec. 18.18.008. - Riding on sidewalks.

A. No person **of any age** shall ride a bicycle **or motorized bicycle or motor scooter** upon a sidewalk within a business district.

B. No person 13 or more years of age shall ride a bicycle **or motorized bicycle or motor scooter** upon any sidewalk. ~~**in any district.**~~

~~**C. Whenever any person is riding a bicycle upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.**~~

~~**D. No person shall ride a motorized bicycle upon a sidewalk. in any district.**~~

Sec. 18.18.009. - Lamps and other equipment on bicycles and motorized bicycles **and motor scooters**.

A. Every bicycle and motorized bicycle **and motor scooter** when in use on a roadway during the period from one-half hour after sunset to one-half hour before sunrise shall be equipped with the following:

1.A front-facing lamp on the front or carried by the rider which shall emit a white light visible at night under normal atmospheric conditions on a straight, level, unlighted roadway at 500 feet;

2. A rear-facing red reflector, at least two square inches in reflective surface area, on the rear which shall be visible at night under normal atmospheric conditions on a straight level, unlighted roadway when viewed by a vehicle driver under the lower beams of vehicle headlights at 600 feet;

3. Reflective material and/or lights on any part of the bicyclist's pedals, crank arms, shoes or lower leg, visible from the front and the rear at night under normal atmospheric conditions on a straight, level, unlighted roadway when viewed by a vehicle driver under the lawful lower beams of vehicle headlights at 200 feet; and

4. Reflective material and/or lights visible on each side of the bicycle or bicyclist and visible at night under normal atmospheric conditions on a straight, level, unlighted roadway when viewed by a vehicle driver under the lawful lower beams of vehicle headlights at 300 feet. The provisions of this subdivision shall not apply to motorized bicycles which comply with National Highway Traffic and Safety Administration regulations relating to reflectors on motorized bicycles.

B. No bicycle or motorized bicycle **or motor scooter** shall be equipped with, nor shall any person use upon a bicycle or motorized bicycle any siren or whistle.

C. Every bicycle and motorized bicycle **or motor scooter** shall be equipped with a brake or brakes which will enable its driver to stop the bicycle or motorized bicycle within 25 feet from a speed of ten miles per hour on dry, level, clean pavement.

Sec. 18.18.010. - Motorized bicycles **and motor scooters**, operators license required, operation on interstate highway prohibited.

A. No person shall operate a motorized bicycle **or motor scooter** on any public roadway in this City unless such person has a valid license to operate a motor vehicle.

B. No motorized bicycle **or motor scooter** may be operated on any public thoroughfare located within this City which has been designated as part of the Federal Interstate Highway System.

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

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-060 **1R** An ordinance amending Section 18.01.001 of the Independence City Code to change the definitions of electric personal mobility devices, motorcycle, and motorized bicycles. **1R Read**

Recommendations:

Council approval is recommended.

Background:

This amendment updates the legal definition of Electric Personal Assistive Mobility Device, Motorcycle, and Motorized Bicycle.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact City Manager /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Chapter 18 Definitions 1 LDA Edits (1)

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 18.01.001 OF THE INDEPENDENCE CITY CODE TO CHANGE THE DEFINITIONS OF ELECTRIC PERSONAL MOBILITY DEVICES, MOTORCYCLE, AND MOTORIZED BICYCLES

WHEREAS, Article 1 of Chapter 18 of the Code of the City of Independence includes the definition of words and phrases commonly used in Chapter 18; and,

WHEREAS, the definition of words and phrases assist in the enforcement of the Code of the City of Independence

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

SECTION 1. Section 18.01.001 of the Independence City Code is hereby amended to read as follows:

SEC. 18.01.001 – TERMS DEFINED

ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE means a ~~two-,~~ three- or four-wheeled device designed to transport only one person, with an electric propulsion system with an average power of 750 watts (one horse power), whose maximum speed on a paved level surface, when powered solely by such propulsion system while ridden by an operator who weighs 170 pounds, is less than ~~20~~ **10** miles per hour.

MOTORCYCLE means a motor vehicle **with a combustible engine 50 cubic centimeters or greater or an electric propulsion system over 750 watts,** having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, but excluding a tractor.

MOTORIZED BICYCLE means any two wheeled or three wheeled device having **pedals, and/or** an automatic transmission**,** and**/or** a motor with a cylinder capacity of not more than 50 cubic centimeters, **or an electric propulsion system between 250 and 750 watts, ~~which produces less than three gross brake horsepower,~~** and is capable of propelling the device at a maximum speed of not more than 30 miles per hour on level ground. The term motor bike as used in this chapter shall mean a motorized bicycle.

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

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-062 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) and C-2 (General Commercial) to District C-2 (General Commercial) for the property located at 16523 East US 40 Highway. **1R Read**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of case 26-100-05, a request to rezone 16523 E US 40 Highway from R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General Commercial). A second was made by Commissioner Ashbaugh. The Independence Planning Commission voted as follows:
Commissioner Nesbitt – Yes
Commissioner Ferguson – Yes
Commissioner Ashbaugh – Yes
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Yes

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

Background:

A request to rezone the property from R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General Commercial).

PROPERTY'S HISTORY: Jackson County records indicate the property was developed in 1939. It was annexed into Independence in 1960. Upon adoption of the Zoning Ordinance in 1965, the city assigned a C-3 (Commercial) and R-1 (Single-Family Residential) zoning district designation to the subject site. Since the adoption of the Zoning Ordinance, the subject site has been assigned a dual zoning district classification.

PROPOSAL: The applicant proposes a multitude of functions for this site, including job training programs for culinary students and trade skills; an event space for community events, wellness classes, and farmers markets; and a café. The proposal aims to preserve all existing structures and rehabilitate them for their operations.

PHYSICAL CHARACTERISTICS OF THE PROPERTY: The subject property is approximately 6.26 acres in size and is residential in characteristics. There is a total of three (3) buildings on site, including one principal residential dwelling, and two accessory structures. The existing residential dwelling can be defined as bungalow-style architecture. An asphalt driveway provides access to the site from US 40 Highway. The majority of the site is undeveloped and

consists of grassland/woodland.

CHARACTERISTICS OF THE AREA: The subject site is located at the southeast corner of the intersection of US 40 Highway and Lees Summit Road. The surrounding area is characterized by a variety of commercial uses, including a gas station, general retail sales, and restaurants/food services.

Consistency with Independence for All, Strategic Plan: The proposed rezoning supports the goals and objectives of Independence for All Strategic Plan 2022-2026. The plan seeks to increase the economic prosperity of the community by attracting quality employers and growing business and industry.

Comprehensive Plan Tools and Policies for the Current Designation: Imagine Independence 2040 designates a residential future land use classification for the subject site. Neighborhood-serving commercial developments and civic uses are common in neighborhoods and envisioned within the comprehensive plan. Additionally, this rezoning proposal is supported by Imagine Independence 2040's guiding principle to foster redevelopment opportunities within the City and to revitalize unused or underused property. This guiding principle is supported by a policy to promote affordable commercial space for small startups and new or growing businesses.

Sub-Area Plans: The subject site is located within the 2013 US 40 Plan Area. In addition to recommending infrastructure improvements and development strategies along the corridor, the plan recommends local-serving community uses, and adaptive reuse of structures, which this proposal would help support.

Zoning: The subject property does not currently conform to the requirements of its zoning district and is considered legally nonconforming, as it was developed prior to the adoption of the Zoning Ordinance. The proposed rezoning will bring the property into alignment with current regulations and allow it to be used for commercial purposes.

Public Utilities: The property owner will need to extend sanitary sewer and water to the site. All utility extensions will require engineered plans conforming to city standards.

Floodplain/Stream Buffer: The subject site is not affected by floodplains or stream buffers.

CIP Investments:There are no capital projects planned for this area.

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

1. Conformance of the requested zoning with the Comprehensive Plan: The Comprehensive Plan envisions residential uses for the area. Imagine Independence 2040 provides a guiding principle to foster redevelopment opportunities within the City and to revitalize unused or underused property. This guiding principle is supported by a policy to promote affordable commercial space for small startups and new or growing businesses.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts: The subject site is located within the US 40 Plan Area recommending infrastructure improvements and development strategies along the corridor. The proposed rezoning conforms with the US 40 Plan's recommendation for adaptive reuse of structures and local-serving community uses.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning: The predominant zoning district classification within this district is general commercial. The proposed rezoning is compatible with the zoning and use of nearby properties.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood: The proposed C-2 zoning is compatible with the existing character of the area.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations: The subject site historically has been occupied as a single-family residence. Rezoning the property to general commercial will permit a trade school and culinary art institute.

6. The length of time the subject property has remained vacant as zoned: The subject site was used for single-family residency until this year.

7. The extent to which approving the rezoning will detrimentally affect nearby properties: The rezoning should have no detrimental effect on area properties. The proposed rezoning fits within the allowed uses and character of the surrounding corridor.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application: If rezoning is denied, the property will not be used or rehabilitated for the proposed use.

Draft Planning Commission minutes are attached.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 26-100-05
2. Rezoning Staff Report-26-100-05
3. Cover Letter_Redacted
4. Application_Redacted
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Site Plan
10. Comprehensive Plan
11. Zoning Map
12. Planning Commission Meeting Minutes 06.09.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) AND C-2 (GENERAL COMMERCIAL) TO DISTRICT C-2 (GENERAL COMMERCIAL) FOR THE PROPERTY LOCATED AT 16523 EAST US 40 HIGHWAY.

WHEREAS, a request by Sebrina Johnson to rezone the property located at 16523 E US 40 Hwy from District R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General Commercial) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on June 9, 2026, and rendered a report to the City Council recommending the rezoning be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered approval for the Rezoning of the said property; and,

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

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

SECTION 1. That the following legally described property is hereby rezoned from District R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General Commercial) and shall be subject to the regulations of said district:

COMM PLAT JAMES RUSSELL LANDS 1 AC OFF E SI OF LOT A & ALL EX E 342 1/2 FT) & (EX 5.4 BC ROW) OF LOT B

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void,

unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 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
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: June 9, 2026 **STAFF:** Gabe Glaser, Planner

PROJECT NAME: Culinary Collective Institute (CCI) Campus

CASE NUMBER/REQUEST: **Case 26-100-05 – Rezoning – 16523 E US 40 Hwy -** A request to rezone property from R-6 (Single-Family Residential) and C-2 (General Commercial) to C-2 (General Commercial).

APPLICANT: Sebrina Johnson, The Culinary Collective, LLC

PROPERTY LOCATION: 16523 E US 40 Hwy

SURROUNDING ZONING/LAND USE:

North:	C-2 (General Commercial) / Restaurant, General Retail, and School
East:	C-2 (General Commercial) and R-6 (Single-Family Residential) / Civic Organization
South:	R-6 (Single-Family Residential) / Single Family Residence
West:	C-2 (General Commercial) / Gas Station

PUBLIC NOTICE:

- Letters to property owners – May 22, 2026
- Public Notice published in the Independence Examiner – May 23, 2026
- Signs posted on property – May 22, 2026

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on July 6, 2026 and the public hearing/second reading on July 20, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request to rezone the property from R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General Commercial).

Current Zoning: R-6 (Single-Family Residential) and C-2 (General Commercial) **Proposed Zoning:** C-2 (General Commercial)

Current Use: Single-Family Residential **Proposed Use:** Trade School, Café, and Event Space

Zoning History: 1965 – 1980: C-3 (Commercial) and R-1 (Single-Family Residential)

1980 - 2009: C-2 (General Commercial) and R-1b (Single-Family Residential)

2009 - Present: C-2 (General Commercial) and R-6 (Single-Family Residential)

Property History:
Jackson County records indicate the property was developed in 1939. It was annexed into Independence in 1960. Upon adoption of the Zoning Ordinance in 1965, the city assigned a C-3 (Commercial) and R-1 (Single-Family Residential) zoning district designation to the subject site. Since the adoption of the Zoning Ordinance, the subject site has been assigned a dual zoning district classification.

Proposal:

The applicant proposes a multitude of functions for this site including job training programs for culinary students and trade skills; an event space for community events, wellness classes, and farmers markets; and a café. The proposal aims to preserve all existing structures and rehabilitate them for their operations.

Physical Characteristics of Property:
The subject property is approximately 6.26 acres in size and is residential in characteristics. There is a total of three (3) buildings on site including one principal residential dwelling, and two accessory structures. The existing residential dwelling can be defined by bungalow-style architecture. An asphalt driveway provides access to the site from US 40 Highway. The majority of the site is undeveloped and consists of grassland/woodland.

Characteristics of the Area:
The subject site is located at the southeast corner of the intersection of US 40 Highway and Lees Summit Road. The surrounding area is characterized by a variety of commercial uses including a gas station, general retail sales, and restaurants/food services.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:
The proposed rezoning is supported by the goals and objectives of Independence for All Strategic Plan 2022-2026. The plan seeks to increase the economic prosperity of the community by attracting quality employers and growing business and industry.

Comprehensive Plan Tools and Policies for the Current Designation:
Imagine Independence 2040 designates a residential future land use classification for the subject site. Neighborhood serving commercial developments and civic uses are common in neighborhoods and envisioned within the comprehensive plan. Additionally, this rezoning proposal is supported by Imagine Independence 2040's guiding principle to foster redevelopment opportunities within the City and to revitalize unused or underused property. This guiding principle is supported by a policy to promote affordable commercial space for small startups and new or growing businesses.

Sub-Area Plans:
The subject site is located within the 2013 US 40 Plan Area. In addition to recommending infrastructure improvements and development strategies along the corridor, the plan recommends local-serving community uses, and adaptive reuse of structures, which this proposal would help support.

Zoning:
The subject property does not currently conform to the requirements of its zoning district and is considered legally nonconforming, as it was developed prior to the adoption of the Zoning Ordinance. The proposed rezoning will bring the property into alignment with current regulations and allow it to be used for commercial purposes.

Public Utilities:
The property owner will need to extend sanitary sewer and water to the site. All utility extensions will require engineered plans conforming to city standards.

Floodplain/Stream Buffer:
The subject site is not affected by floodplains or stream buffers.

CIP Investments:
There is no capital projects planned for this area.

REVIEW CRITERIA

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

1. **Conformance of the requested zoning with the Comprehensive Plan.**
   The Comprehensive Plan envisions residential uses for the area. Imagine Independence 2040 provides a guiding principle to foster redevelopment opportunities within the City and to revitalize unused or underused property. This guiding principle is supported by a policy to promote affordable commercial space for small startups and new or growing businesses.
2. **Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**
   The subject site is located within the US 40 Plan Area recommending infrastructure improvements and development strategies along the corridor. The proposed rezoning conforms with the US 40 Plan's recommendation for adaptive reuse of structures, and local-serving community uses.
3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**
   The predominant zoning district classification within this district is general commercial. The proposed rezoning is compatible with the zoning and use of nearby properties.
4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**
   The proposed C-2 zoning is compatible with the existing character of the area.
5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**.

The subject site historically has been occupied as a single-family residence. Rezoning the property to general commercial will permit a trade school and culinary art institute.

6. **The length of time the subject property has remained vacant as zoned.**
   The subject site was used for single-family residency until this year.
7. **The extent to which approving the rezoning will detrimentally affect nearby properties**.
   The rezoning should have no detrimental effect on area properties. The proposed rezoning fits within the allowed uses and character of the surrounding corridor.
8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**
   If rezoning is denied, the property will not be used or rehabilitated for the proposed use.

EXHIBITS

1. Cover Letter
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Site Plan
8. Comprehensive Plan map
9. Zoning map

03/30/26

Jackson County Planning & Zoning Department
415 E. 12th Street
Kansas City, MO 64106

RE: Rezoning Application – CCI Campus
Property Address: 16523 E. 40 Hwy, Independence, MO 64055
Current Zoning: Residential Requested Zoning: C-2 (Community Commercial)

To the Honorable Planning & Zoning Commissioners and Staff,

On behalf of the Culinary Collective Institute (CCI) and our development team, I am pleased to submit this application for rezoning of the above-referenced 6.5-acre property from its current residential designation to C-2 Community Commercial. This request is the foundational step in activating a transformative community asset that will address critical needs in eastern Jackson County: workforce development, food access, and economic opportunity for underserved populations.

Project Vision: The Dream & Grow Community Campus

Our team has acquired this property with a clear and purposeful vision: to create a multi-purpose campus that serves as a hub for skills training, community gathering, and local economic development. The existing structures on site will be thoughtfully renovated and repurposed as follows:

Existing Structure Proposed Use Community Function

- Single-Family Residence Farm-to-Table Café Job training for culinary students; affordable healthy dining option for community
- Barn (Structure A) Event & Gathering Space Community events, wellness classes, farmers market hub, youth programming
- Barn (Structure B) Trade Skills Training Center HVAC and construction certification programs for adults seeking living-wage careers
- Surrounding Acreage Urban Farm & Educational Gardens Food production, CSA program, hands-on agricultural training

Why C-2 Zoning is Necessary and Appropriate

The requested C-2 Community Commercial designation is the appropriate classification for this mixed-use campus. This zoning category is specifically intended to accommodate:

- Community gathering spaces and places of assembly

- Educational and vocational training facilities
- Limited food service and retail uses that serve the surrounding neighborhood
- Agricultural operations and community gardens as accessory uses

The C-2 designation will allow us to operate these interconnected uses harmoniously while maintaining the rural character and aesthetic integrity of the property. We are not proposing a big-box retail center or high-traffic commercial use. Rather, we are creating a destination for good—a place where neighbors gather, where skills are built, and where fresh food is grown and shared.

Community Impact & Public Benefit

This project is not simply a commercial venture; it is a direct response to the needs expressed by residents of eastern Jackson County. The Dream & Grow Campus will deliver measurable public benefits, including:

1. Workforce Development & Skills Training for Those in Poverty

Jackson County faces a critical shortage of skilled tradespeople. HVAC technicians, construction workers, and culinary professionals are in high demand, yet many of our neighbors in eastern Jackson County lack access to affordable training. Our campus will offer:

- Certified HVAC and construction training for adults in poverty seeking career pathways out of low-wage work
- Culinary arts instruction using produce grown on-site
- Industry-recognized certifications leading directly to family-sustaining wages ($45,000-$60,000+ annually)

For every individual who completes our training and enters the workforce, we reduce the strain on social services, decrease poverty rates in eastern Jackson County, and add a skilled taxpayer to the local economy. This is workforce development with a mission.

2. Training the Workforce of the Future

The skilled trades are the backbone of our regional economy, yet the workforce is aging. By 2028, it is estimated that Jackson County will face a deficit of qualified HVAC and construction workers. Our campus will directly address this gap by:

- Partnering with local trade unions and employers to ensure curriculum aligns with industry needs
- Providing hands-on training in actual working environments
- Creating a pipeline from our classrooms to local jobs
- Offering wraparound support services to ensure student success

We are not just training individuals; we are building the workforce that will build Jackson County's future.

3. Economic Growth & Tax Base Enhancement

The renovation and activation of this underutilized property along the 40 Highway corridor will:

- Increase the assessed value of the site, generating additional property tax revenue for Jackson County
- Create permanent living-wage jobs in instruction, food service, and farm operations
- Support local supply chains through equipment and material purchases
- Attract visitors to the Independence area for events and the café, supporting surrounding businesses
- Transform a residential property into a commercial tax generator without requiring new infrastructure

4. Food Access & Community Wellness

The 6.5-acre urban farm will produce thousands of pounds of fresh, organic vegetables annually. Through our CSA program and partnerships with local food access organizations, this produce will reach families in eastern Jackson County food deserts. The café will demonstrate healthy, affordable cooking using ingredients grown steps from the kitchen door, educating the community on nutrition and healthy eating.

5. Youth Inspiration & Positive Outlets

Our partners at the Rays Awareness Foundation will utilize the campus to provide sports and wellness programming for youth in the Independence and eastern Jackson County area. The event barn will host workshops, classes, and gatherings that strengthen community bonds and provide positive alternatives for young people, inspiring them to dream regardless of their circumstances.

6. Preservation & Enhancement of Rural Character

Unlike many commercial developments along the 40 Highway corridor, our project preserves the existing structures and open space that define this area. We are not clear-cutting or building from scratch. We are breathing new life into buildings that have stood for generations, honoring the property's history while adapting it for modern community needs.

Commitment to Good Neighbor Practices

Our team understands the responsibility that comes with a zoning change. We are committed to operating as exemplary neighbors by:

- Maintaining strict adherence to all county codes and health regulations
- Managing traffic and parking to minimize neighborhood disruption
- Preserving buffers and landscaping to maintain residential character
- Engaging with neighboring property owners throughout the development process
- Limiting hours of operation to appropriate times for community use
- Maintaining the rural aesthetic that defines this portion of the 40 Highway corridor

Alignment with Jackson County Planning Goals

This project aligns with multiple objectives identified in Jackson County's comprehensive planning documents:

- Economic Development: Creating living-wage jobs and workforce training
- Community Health: Increasing access to fresh food and wellness programming
- Housing & Neighborhoods: Thoughtful reuse of existing structures
- Transportation & Infrastructure: Activating underutilized property along a major corridor without requiring new infrastructure

Conclusion

We respectfully request that the Planning & Zoning Commission recommend approval of this rezoning application. The Dream & Grow Community Campus represents the best of what thoughtful development can achieve: economic opportunity, workforce solutions for those in poverty, food access, and community connection—all while preserving the character and charm of this unique property along the 40 Highway corridor.

We are not asking for a rezoning to maximize profit. We are asking for a rezoning to maximize community impact. This campus will train the workforce of tomorrow, lift families out of poverty, feed the hungry, and inspire the next generation—all from a property that currently sits underutilized.

We welcome the opportunity to present our plans in person, answer any questions, and demonstrate the broad community support this project has already generated. Please contact me directly at [Your Phone Number] or [Your Email] to schedule a meeting or site visit.

Respectfully submitted,

Sebrina Johnson
CEO
Culinary Collective Institute

[redacted]

Attachments:
- Rezoning Application Form
- Site Plan / Conceptual Drawings

INDEPENDENCE
MISSOURI

Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

Application Type (check all that apply)

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

Project Information and Location

Project Name: The Provenance

Project Address/Location: 16523 E. 40 HWY,Lee Summit 6.5

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
C2/ R1	C2	Residential	Cafe, Event Space and Trade
Existing Zoning	**Proposed Zoning**	**Existing Land Use**	**Proposed Land Use**

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

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

Contact Information

Applicant

Sebrina Johnson — The Culinary Collective,LLC
Name — Company

Address

Phone — Email

Architect/Engineer/Surveyor/Other: Civil Engineer

Raymond Okuagu, PE,SE — Premier Engineering Consult
Name — Company

Address

Phone — Email

Owner

Sebrina Johnson — The Culinary Collective,LLC
Name — Company

Address

Phone — Email

Architect/Engineer/Surveyor/Other:

Name — Company

Address

Phone — Email

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

Applicant’s Signature — Date

Owner’s Signature — 03/30/2026
Date

May 2022

Property Owner Notification Letter

City of Independence, Missouri

Date: May 22, 2026 Case No. 26-100-05

Dear Property Owner:
This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

☒ Rezoning ☐ Rezoning/PUD ☐ Special Use Permit

☐ Preliminary Development Plan

Proposed project description:

Our vision is to create a multipurpose campus that serves as a hub for skills training, community service agriculture and economic developement. The existing buildings will be thoughtfully repurposed.

Applicant: The Culinary Collective , LLC

Location of Property: 16523 E. US 40 HWY, Independance , MO 6

Planning Commission Meeting Date: June 9, 2026, at 6:00 p.m.

City Council Meeting Date: July 20, 2026, at 6:00 p.m.

Location of public hearings: Independence Municipal Commons
20201 E. Jackson Drive, Independence, Missouri, 64057

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Applicant (or Owner/Agent)

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

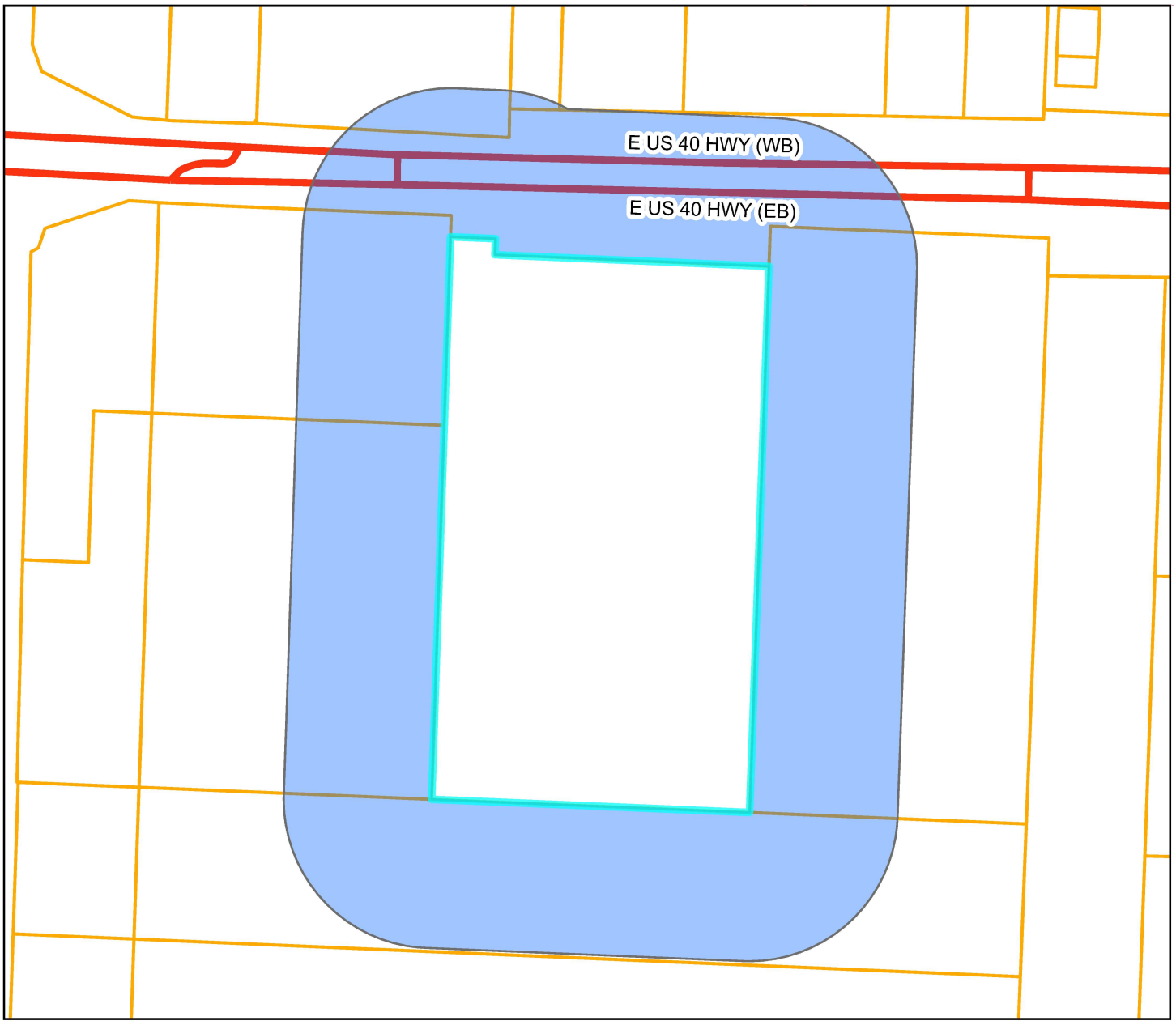
Property Address	Property Owner	Owner Address	City	State	ZIP Code
16501 E US 40 HWY	QUIKTRIP CORPORATION	PO BOX 3475	TULSA	OK	74101
16614 E US 40 HWY	J & D ENTERPRISES LLC	16650 E US 40 HWY	INDEPENDENCE	MO	64055
4717 S LEES SUMMIT RD	QUIKTRIP CORPORATION	PO BOX 3475	TULSA	OK	74101
16701 E US 40 HWY	TIREY J FORD POST #21 OF THE AMER LEGION	16701 E US 40 HWY	INDEPENDENCE	MO	64055-5328
PARCEL #34-430-03-36-00-0-00-000	LYNCH KELLY PATRICK & KASEY M	4811 LEES SUMMIT RD	KANSAS CITY	MO	64136
16630 E US 40 HWY	O'REILLY AUTOMOTIVE STORES INC	PO BOX 9167	SPRINGFIELD	MO	65801-9167
16506 E US 40 64055 HWY	27B PROPERTIES LLC	5215 W 94TH TER	PRAIRIE VILLAGE	KS	66207

Notification Area Map

INDEPENDENCE
COMMUNITY DEVELOPMENT

16523 E US 40 Hwy

Case #26-100-05



0 250 500 1,000 US Feet

Notification Area
Parcels

N

Prepared For: Planning Commission
Meeting Date: June 9, 2026

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 26-100-05

I, [signature], of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 22 day of May, 20 26

[signature]
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 22nd day of may, 20 26

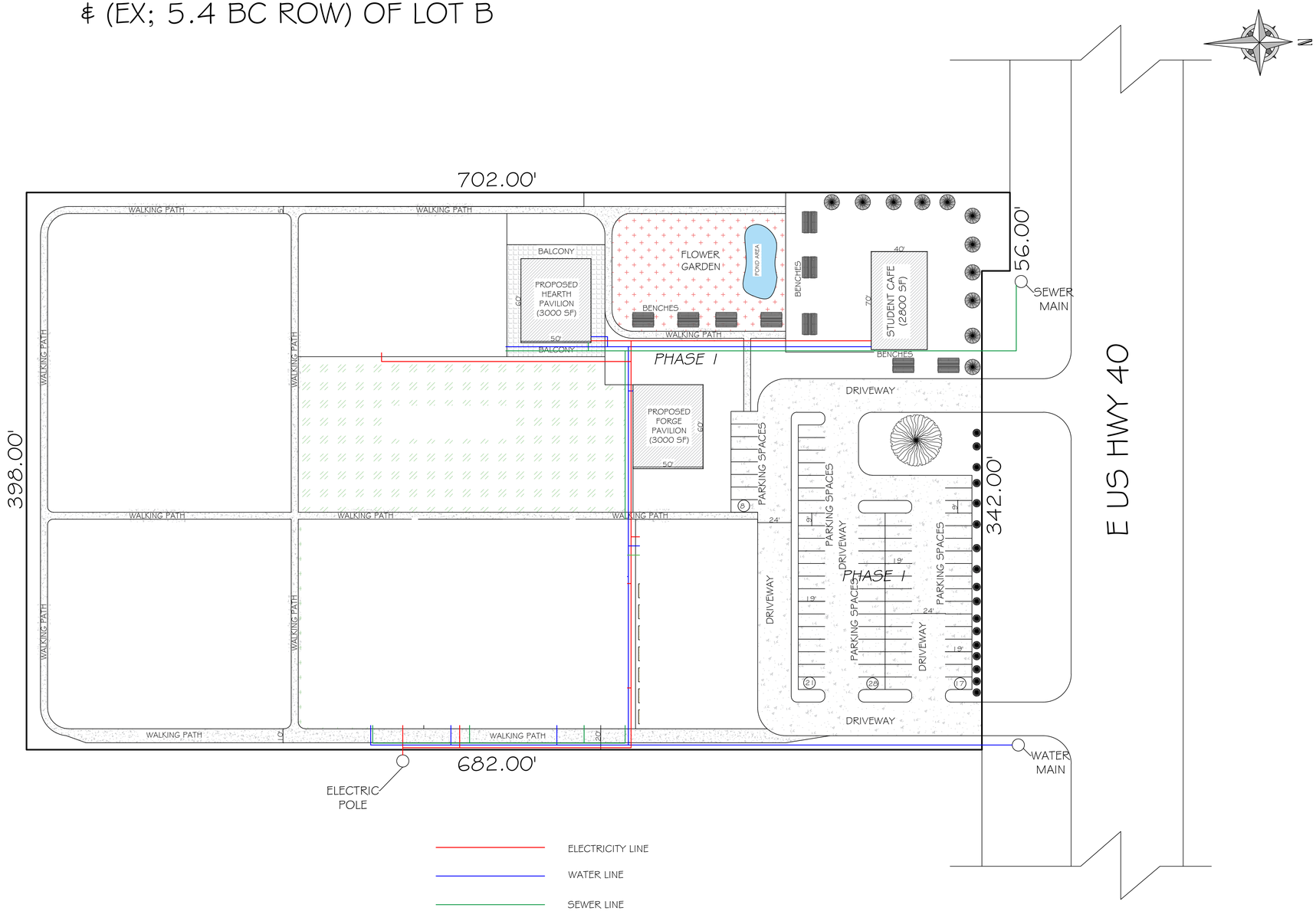
[signature]
Notary Public

Apr. 25. 2030
Commission Expiration Date

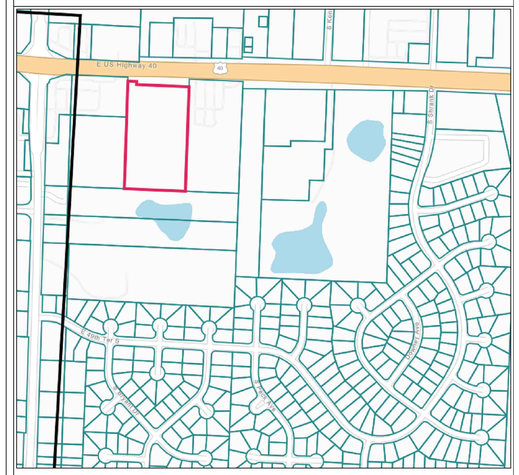
TIFFANY N MCCOY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 22397025
My Commission Expires Apr 25, 2030

SITE PLAN

LOCATION: 16523 E US Hwy 40, Independence, MO 64055, USA
PARCEL ID: 34430030200000000 / ZONING CODE: R-6 (SINGLE FAMILY RESIDENTIAL)
LEGAL DESCR.,: COMM PLAT JAMES RUSSELL LAN; DS 1 AC OFF E SI OF LOT A & ALL EX E 342 1/2 FT)
& (EX; 5.4 BC ROW) OF LOT B



VICINITY MAP



NOTES

SITE PLAN OF THE PROPERTY UNDER REVIEW SHOWING THE PROPOSED FARM LAYOUT DEVELOPMENT.

LOT SIZE

6.256 Acres
=
272,513 SF

SHEET TITLE

SITE PLAN

LOT OWNER:

KNAPP THOMAS
W & SHIRLEY D

DEEN'S CONSULTS
Architects , Planners & Project Managers
ISMAILAOTU@GMAIL.COM

ARCHITECT	Deen's consult	
DRAWN	Deen's consult	
CHECKED BY	Deen's consult	
SCALE: 1":30'	DATE	07-19-2025

SHEET NO.

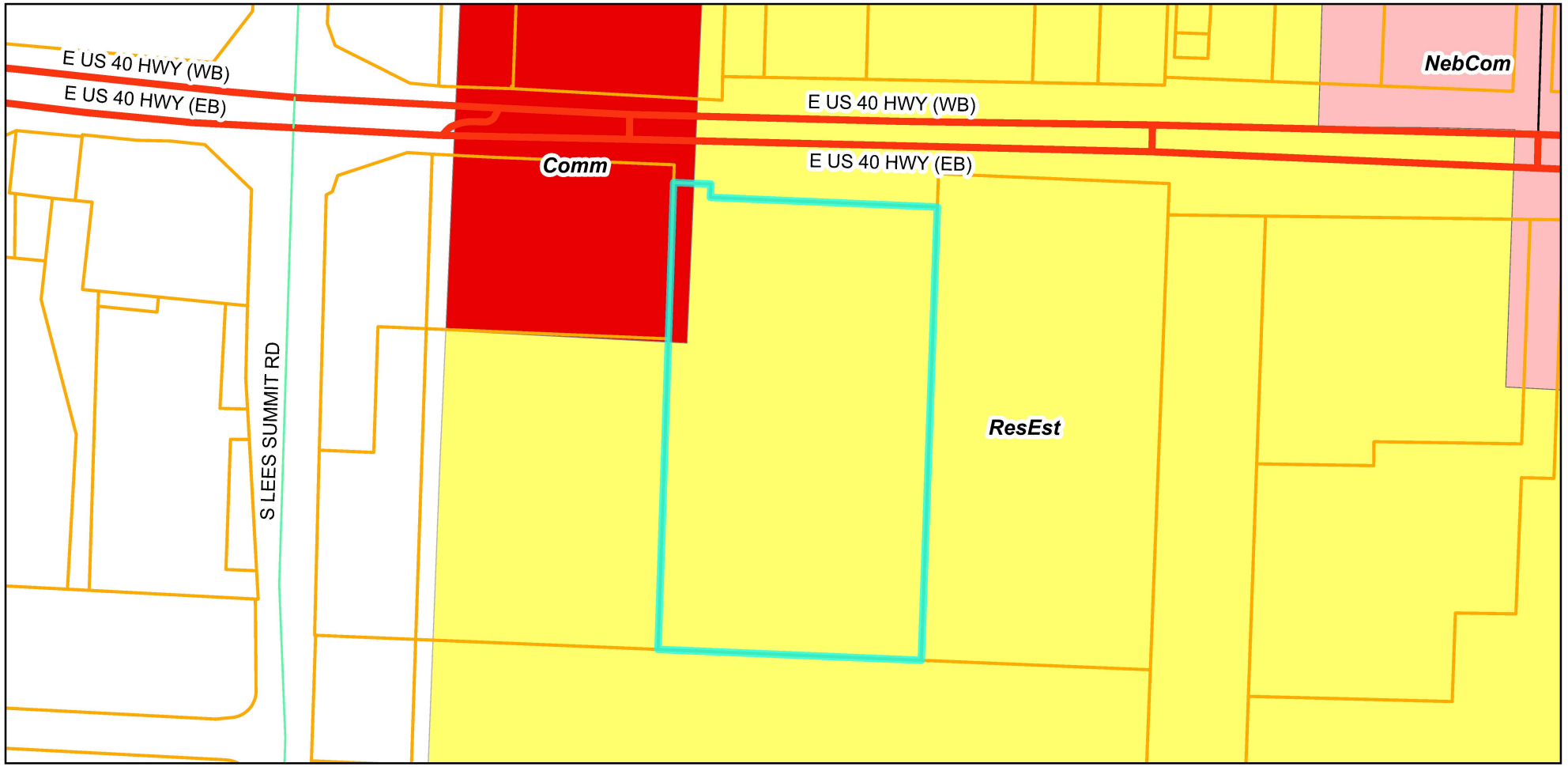
001

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Comprehensive Plan

16523 E US 40 Hwy

Case #26-100-05



Legend

Parcels

0 250 500 1,000 US Feet

Prepared For: Planning Commission
Meeting Date: June 9, 2026

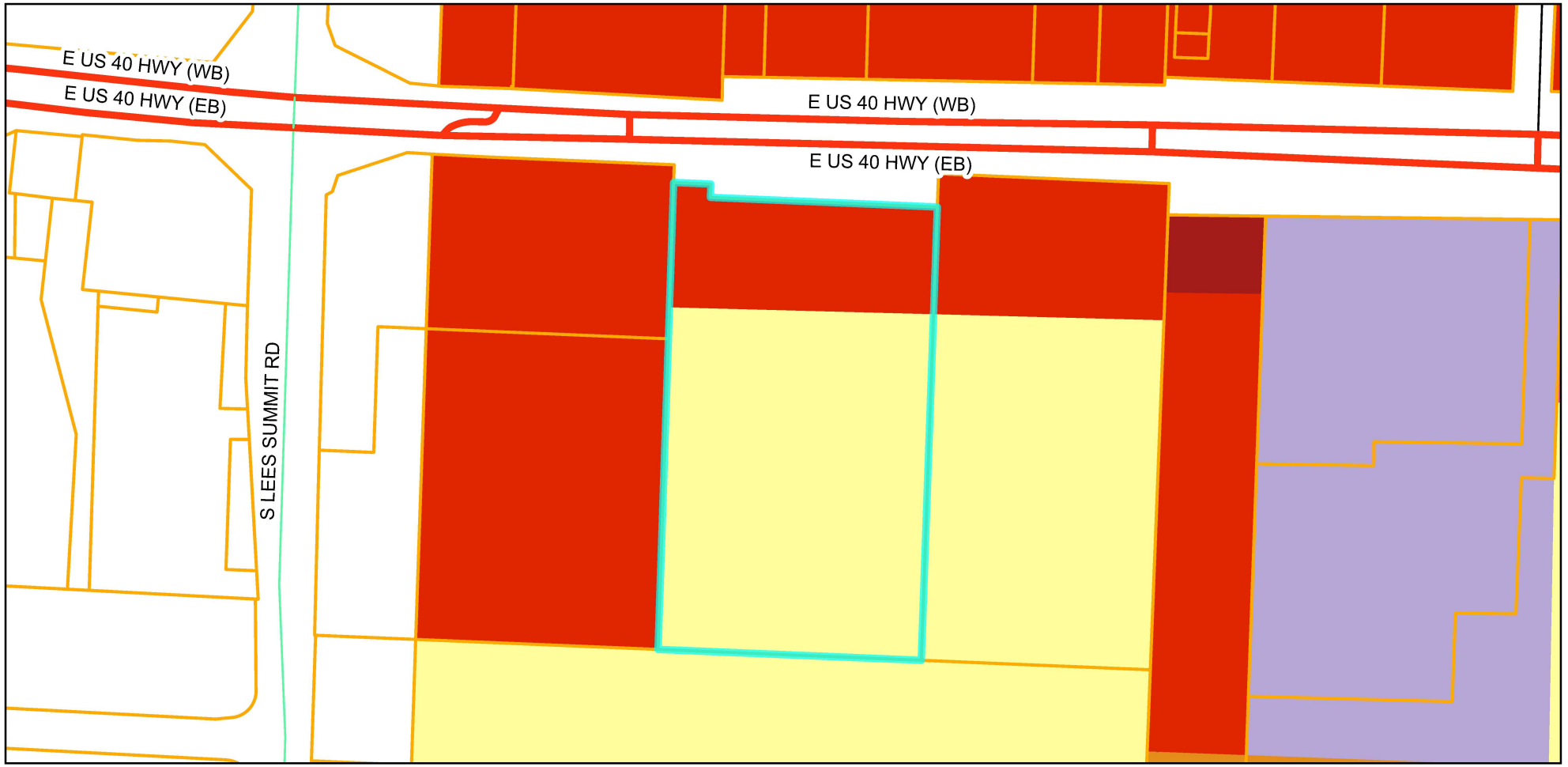
N

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Zoning Map

16523 E US 40 Hwy

Case #26-100-05



Legend

Parcels

Zoning District

C-1

C-2

C-3

I-1

R-18/PUD

R-6

0 250 500 1,000 US Feet

Prepared For: Planning Commission
Meeting Date: June 9, 2026

N

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Planning Commission Minutes

June 9, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 6/9/2026 at 6:00 PM at 20201 E Jackson Drive, Independence, MO 64057. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull cases 26-310-01, 26-320-01 and 26-320-02 from the Consent Agenda for separate consideration.

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1. **Planning Commission Minutes – May 12, 2026**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-310-01 – Preliminary Plat – Meadowbrook Estates, Phase 2 –** A request to approve a preliminary plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that the project approval had expired for a second time and that the applicant was requesting new approval.

Jack Murphy, 3215 Juanita Drive, Buckner, Missouri, stated that there were no changes to the Preliminary Plat from the previous approval.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

---

3. **Case 26-320-01 – Final Plat – Meadowbrook Estates, Phase 2 –** A request to approve a final plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-320-02 - Final Plat – Jackson Place, First Plat –** A request to approve a final plat generally located west of Jackson Drive and south of R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS & OTHER BUSINESS

Commissioner Ashbaugh requested to re-order the agenda to the following order: 26-400-63, 26-200-03, 26-100-05, 26-125-03, 26-810-01, 26-810-02, 26-320-03.

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1. **Case 26-400-63 – Short-Term Rental – 5217 S Powell Ave –** A request to operate a Short-Term Rental at the property.

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

Applicant Comments

Alicia Gibson, 19405 E. State Route 78, stated she is the property manager for the proposed Short-Term Rental and works with BearBNB. She explained that the property owner resides in Colorado but works in Kansas City for one to two weeks each month. During periods when the owner is in Colorado, they would like the opportunity to rent the home as a Short-Term Rental.

In response to Commissioner Nesbitt's question, Ms. Gibson stated that the garage would be available for guest use. She noted that two vehicles could park in the garage, two in the driveway, and one on the street, although on-street parking would not be preferred.

Public Comments

Jacob Potter, 5229 S. Powell Avenue, expressed concerns regarding safety, noise, and parking.

Mike Potter, 5705 W. U.S. 40 Highway, stated that he has been in business for 50 years and believes Short-Term Rentals should not be located within residential neighborhoods. He expressed concerns about potential parties at the property.

In response, Ms. Gibson stated that the owners have installed noise-monitoring devices both inside and outside the home, exceeding the City's requirement for an interior device. She explained that strict house rules will be enforced to prevent parties and that exterior cameras will alert the homeowners if more than the permitted number of guests arrive at the property. Ms. Gibson further stated that the property management company employs eight full-time staff members, ensuring someone is always available to respond to any issues that may arise.

In response to Commissioner Ashbaugh's question, Ms. Gibson stated that guests will access the home using a unique code provided at check-in.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-200-03 – Special Use Permit – 3601 S. Noland Road –** A request to approve a Special Use Permit to operate a rental car business.

Staff Presentation

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

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the proposed parking area would be located behind the strip center and would be used solely for overflow parking associated with the Avis Car Rental facility located at 3701 S. Noland Road.

Commissioner Ashbaugh asked whether Avis planned to install lighting on the site. Mr. Glaser stated that electrical permits would be required if lighting is installed in the future.

Applicant Comments

Bill Moore, 801 W. 47th Street, Kansas City, stated he is the attorney representing the applicant. Mr. Moore provided a brief history of the property and explained that Avis had experienced parking constraints at its existing location. He stated that the property owner began searching for a nearby lot that could be used for overflow vehicle storage.

Mr. Moore noted that customers would not access the overflow lot and that only Avis staff would retrieve vehicles from the site. He also stated that the applicant would like to install security lighting and that any lighting would be directed downward and away from nearby residential properties.

In response to Commissioner Nesbitt's question, Mr. Moore stated that healthy trees along the property would remain in place to provide a buffer between the parking area and adjacent residential homes. Commissioner Nesbitt requested that staff ensure any future lighting is directed toward Noland Road and away from the neighboring residences.

In response to Commissioner Ashbaugh's question regarding stormwater detention, Rick Arroyo stated that stormwater detention would not be required unless the applicant pursued future building permits. Mr. Arroyo also noted that any site lighting would be required to comply with City Code, including regulations governing light levels and fixture direction.

Marshal Blount, Kansas City, stated that the applicant had not yet determined the amount of lighting that would be necessary but would comply with all applicable City Code requirements. He added that the applicant is also considering the installation of security cameras but has not made a final decision.

Public Comments
No public comments.

Motions
Commissioner Eric Ashbaugh made a motion to add a condition that lighting be installed before the lot can be used. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case with conditions as outlined by staff and the added condition for lighting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-100-05 – Rezoning – 16523 E US 40 Hwy** – A request to rezone the property from R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General Commercial).

Staff Presentation
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments
Sebrina Johnson, 7211 Marion Avenue, Kansas City, stated that she has always enjoyed teaching and cooking. She shared fond memories of Stephenson's Apple Farm and explained her vision for the property, which includes teaching trade skills such as construction and HVAC, as well as culinary arts. Ms. Johnson stated that she also plans to incorporate urban farming to provide fresh produce. She explained that her long-term vision includes a student-led restaurant and, eventually, an event space on the property.

In response to Commissioner Nesbitt's question, Ms. Johnson stated that she has made a significant financial investment in the property and has additional funding available to support future growth and development.

Public Comments
Shane Ray, 7211 Marion Avenue, Kansas City, stated that he is Ms. Johnson's son and that the project represents a dream she has invested considerable time and effort into pursuing. He expressed his belief that the project will be a positive asset to the community by providing quality food and opportunities for individuals to learn valuable skills.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-125-03 – Rezoning/PUD – 20691 E US 24 Highway –** A request to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approving a preliminary development plan.

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

In response to Chairwoman Wiley's question, Mr. Glaser stated that New Town at Harmony is a similar type of development, although the proposed homes would be larger. He noted that City staff is confident the developer can meet all applicable engineering and design standards required by the Unified Development Ordinance.

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the setback is measured from the right-of-way line and stated that a 20-foot setback should adequately accommodate modern vehicles. Mr. Arroyo added that the developer intends for the homes to be owner-occupied.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated that long-term rentals are generally permitted within single-family residential developments. He noted that a homeowners

association may adopt covenants restricting owners from renting their homes for a specified period, such as two or three years, although such restrictions may not permanently prohibit rentals.

City Attorney Mitch Langford stated that a homeowners association may establish rules prohibiting rentals; however, enforcement of those restrictions would be the responsibility of the association and could potentially result in legal disputes.

Applicant Comments

Bryan Rahn, 1000 High Point Drive, Lee's Summit, stated that he is working with Summit Homes on the proposed development. He explained that the applicant has worked closely with City staff to address local housing needs and create attainable homeownership opportunities. Mr. Rahn stated that the goal is for the homes to be priced below $300,000 and noted that the development will include a variety of home styles and architectural designs. He added that the project is intended to provide numerous outdoor recreational opportunities for residents.

Mr. Rahn stated that the proposed development is designed to provide attainable homeownership opportunities while incorporating neighborhood amenities and attractive architectural features. He explained that, while amenities such as a clubhouse and swimming pool are not feasible at the proposed price point, the development would include outdoor recreational features, open space, walking trails, a playground, and five fitness stations located throughout the community.

Mr. Rahn presented conceptual renderings of the development, including streetscape views, housing elevations, fitness pods, and the community mail station. He explained that the development is designed to maximize open space, with much of the western portion of the subdivision remaining undeveloped. Existing City-owned stormwater management areas would be incorporated into the overall site design. He noted that the layout provides buffering from adjacent residential properties through the use of open space and roadway placement.

Mr. Rahn stated that the development would include a one-mile trail system utilizing sidewalks and trails throughout the community. He emphasized the goal of creating an attractive neighborhood while maintaining housing affordability.

The applicant also presented examples of the proposed home designs and explained that the development would include a variety of architectural styles, materials, and color schemes to create visual diversity throughout the neighborhood. He stated that the project is intended as a for-sale community focused on homeownership opportunities.

In response to Chairwoman Wiley's question regarding housing options, Mr. Rahn stated that the development would include numerous home designs and elevations. While many of the homes share similar footprints, the project includes a variety of architectural styles and building configurations, including some three-story models. He explained that the design team intentionally incorporated varied rooflines, porches, materials, and façade treatments to avoid a repetitive appearance while maintaining affordability.

In response to Commissioner Nesbitt's question regarding building height, the applicant stated

that the three-story home model would comply with the maximum height requirements of the Unified Development Ordinance and is anticipated to be approximately 37 feet tall. Commissioner Nesbitt asked whether the proposed walking trail would be a permanent feature of the development. The applicant stated that the trail is intended to be constructed as shown on the plans and would be located within a tract maintained by the homeowners association.

Commissioner Nesbitt asked whether the development would be similar to another project previously constructed by the applicant. The applicant stated that the proposed homes would feature a more traditional front-entry design and architecture.

Commissioner Nesbitt also asked about architectural variety within the development. The applicant stated that the neighborhood would include a variety of roof pitches and home designs, although the majority of the homes would feature traditional architectural styles. He noted that the proposed streetscape reflects the character and appearance anticipated for the development.

When asked about exterior colors and materials, the applicant stated that a variety of colors would be incorporated throughout the neighborhood. He noted that Summit Homes would be responsible for home construction and deferred additional questions regarding colors and materials to the builder's representative.

In response to Commissioner Nesbitt's question regarding architectural standards, Aaron Young, 1450 Holmes Avenue, Kansas City, Missouri, Vice President of Development for Summit Homes, stated that the homeowners association would establish and enforce architectural guidelines for the development. He explained that an architectural review committee would oversee the approval of home elevations, exterior colors, materials, and other design elements to ensure consistency throughout the neighborhood.

Mr. Young stated that the development would include a variety of home styles and floor plans, including ranch, two-story, and three-story homes. While many of the homes would share similar footprints to help maintain affordability, he noted that the project would offer a variety of elevations and design options to create visual diversity throughout the neighborhood.

In response to Commissioner Nesbitt's question regarding foundations, Mr. Young stated that the development is being designed primarily with slab foundations in mind; however, homeowners would have the option of selecting a basement foundation at an additional cost. When asked about storm shelter accommodations, Mr. Young stated that specific home plans have not yet been finalized and could not provide details regarding potential safe rooms or similar features.

Commissioner Nesbitt also asked about the anticipated timeline for the development. Mr. Young stated that a typical phase of approximately 50 homes would be expected to build out over an 18-month period. Based on current market conditions, he estimated that the entire development could be completed in less than five years.

In response to Commissioner Ashbaugh's question regarding fencing, Mr. Young stated that homeowners would have the option to install fences, subject to homeowners association standards and approved materials. He noted that chain-link fencing would not be permitted.

Commissioner Ashbaugh also asked about lot dimensions and spacing between homes. The applicant stated that the homes would generally be separated by approximately 10 feet and would be located on lots that vary in size throughout the development. The applicant explained that the site contains relatively gentle topography and is being designed to accommodate the proposed housing types.

In response to questions regarding stormwater management, Mr. Rahn stated that runoff from the development would be managed through an existing detention basin that was originally designed to accommodate drainage from the site, as well as four additional detention facilities proposed as part of the development. The applicant noted that the project engineering has been designed to address runoff from roofs, driveways, and other impervious surfaces.

Richard Michael of HG Consult, 25604 NE Colburn Road, Lee's Summit, representing the applicant, addressed questions regarding stormwater drainage for the proposed subdivision. He explained that although the lot sizes are smaller and more condensed, the overall impervious surface coverage is comparable to that of a conventional subdivision. He noted that the engineering and grading plans have undergone extensive design work and multiple staff reviews and are substantially developed despite being presented as a preliminary plan.

Mr. Michael stated that the site grading is designed to direct as much stormwater runoff as possible into the street system, where the majority of the storm sewer infrastructure is located. Roof drainage and driveway slopes are designed to direct water toward the streets, while rear yard drainage will be managed through swales, field inlets, and connections to the overall storm sewer system. He further noted that the development complies with required stormwater release rates and includes four detention basins designed to provide both drainage functionality and site amenities. He explained that some basins are intended to remain wet for extended periods, depending on weather conditions and site hydrology.

In response to Commissioner Nesbitt's question regarding school district capacity, Mr. Rahn stated that he had notified the Fort Osage School District of the proposed development but had not received a response regarding any potential impacts on school capacity.

Public Comments

Lisa Stewart, 20313 E. 16th Street North, expressed concerns regarding the potential impact of the development on the Fort Osage School District, stating that the district's schools are already overcrowded and may not have the capacity to accommodate additional students generated by the proposed development. She also expressed concerns regarding the proposed street connection between the new development and the Blue Mills subdivision. She stated that a connection would increase vehicle traffic, pedestrian traffic, and noise within the existing neighborhood. She noted that another nearby subdivision already utilizes Blue Mills as a connection to major roadways, which she believes has increased traffic in the area. Additionally, she expressed concerns that the construction of new homes in the proposed price range could increase surrounding property valuations and property taxes for existing residents.

John Tann, 20305 E. 17th Terrace North, stated that while he supported the concept of single-family housing, he shared concerns regarding the proposed connection between the new subdivision and the existing neighborhood. He stated that additional connections could increase traffic and negatively affect neighborhood safety and quality of life. Mr. Tann also questioned the proposed reduction in minimum lot sizes and home site standards, expressing concern that the request was intended to increase development density. He further echoed concerns regarding the capacity of the Fort Osage School District to accommodate additional students.

Matthew Friel, 20304 E. 16th Street North, stated that he believed the proposed development was not compatible with the character of the Blue Mills subdivision, describing the existing neighborhood as consisting primarily of traditional single-family homes on larger lots. He expressed concerns regarding the proposed street connection to Blue Mills, stating that it would increase traffic through the existing neighborhood and could create safety concerns, particularly near the intersection of 16th Street and Blue Mills Road. Mr. Friel also questioned whether existing roadway infrastructure and traffic signals could adequately accommodate additional traffic generated by the development. He suggested that alternative access points should be considered and reiterated concerns regarding school capacity.

Cory Bolin, 1501 N. Millburn Avenue, stated that he agreed with the concerns raised by previous speakers regarding traffic, neighborhood compatibility, and school capacity. He expressed concern that the proposed homes would differ significantly in style and scale from surrounding homes and questioned whether the project would provide the attainable housing benefits described by the applicant. Mr. Bolin also stated that existing residents utilize the undeveloped area as open green space and expressed concern that development would alter neighborhood views and character. Additional concerns included the lack of nearby public transit, the site's topography and potential impacts on adjacent properties, and the developer's prior litigation history.

Kevin King, 20238 E. 17th Street Court North, stated that he supported efforts to bring new housing opportunities to Independence but encouraged the developer to hold a neighborhood meeting to improve communication with nearby residents. He expressed concerns regarding site grading, stormwater runoff, increased traffic associated with the proposed street connections, and the size of the proposed homes compared to existing homes in the area. Mr. King also raised concerns regarding slab-on-grade construction and suggested that storm shelter accommodations should be considered for homes without basements.

Megan Hultz, 1429 N. Millburn Avenue, said one of the primary reasons she purchased her home was the open views and undeveloped landscape located behind her property. She expressed concern that the proposed development would eliminate the existing open space and alter the character of the area. Ms. Hultz stated that she valued the quiet nature of the neighborhood and wished to preserve the existing green space.

Chad, 1529 N. Millburn Avenue, expressed concerns regarding existing traffic conditions near the intersection of 16th Street and Millburn Avenue and stated that additional development would likely increase congestion in the area. He also questioned whether the proposed stormwater management system would adequately address runoff and flooding concerns, noting

that nearby areas already experience significant water accumulation during heavy rainfall events.

In response to concerns raised during public testimony, Mr. Rahn stated that traffic and stormwater analysis had been completed and updated throughout the review process in coordination with City staff. The applicant noted that additional review would continue during the final plat and final development plan stages. The applicant acknowledged that the site contains rolling topography but stated that proposed grading and stormwater improvements would allow runoff to be managed and controlled more effectively than existing conditions.

The applicant further stated that the proposed homes would range from approximately 1,200 to 1,800 square feet and would be priced below $300,000, with some products potentially available in the low $200,000 range depending on lot and foundation type. Representatives explained that the project was intended to provide attainable homeownership opportunities and meet a growing demand for lower-cost new housing options.

In response to concerns regarding roadway connections, Mr. Rahn stated that the proposed street network and access points were developed in accordance with traffic studies and City staff recommendations, emphasizing that connectivity between neighborhoods is an important planning consideration and that the proposed access configuration was based on professional traffic engineering analysis.

Commissioner Nesbitt asked whether an additional access point to Little Blue Parkway could be provided for the development. Staff explained that developments of this size are required by fire code to have at least two access points and noted that the applicant had submitted a traffic study as part of the review process. Staff further stated that an additional access point to Little Blue Parkway was not feasible due to sight-distance limitations associated with the roadway curvature.

Commissioner Nesbitt also inquired about existing dead-end streets within the Blue Mills subdivision. Mr. Arroyo confirmed that the subdivision had originally been planned with future street connections and explained that a detention basin constructed by the City now prevents the extension of Millhaven Drive through the area.

Commissioner Ashbaugh asked if Powell Road could provide alternative access routes. Mr. Arroyo explained that Powell Road is currently an unimproved dead-end roadway and that the City's Comprehensive Plan anticipates its future relocation to the west. Staff stated that the proposed development would not extend Powell Road southward and that the roadway was intentionally not designed to serve as a through connection in its current configuration.

Chairwoman Wiley asked staff to clarify the scope of the request and the approval process. Staff explained that the application was a Planned Unit Development (PUD) rezoning request and that, if recommended for approval by the Planning Commission and subsequently approved by the City Council, the project would proceed to additional engineering and design review. Mr. Arroyo noted that detailed review of stormwater management, infrastructure improvements, and other technical requirements would occur during subsequent development plan and plat review processes.

Commissioner Comments
Commissioner Nesbitt expressed concerns about traffic flowing through the existing neighborhood.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

Chairwoman Wiley called for a short recess. The meeting reconvened at 8:39 p.m.

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5. **Case 26-810-01 – Preliminary Development Plan – 136 E. White Oak** – A request to approve a Preliminary Development Plan for The Cottages at White Oak.

Commissioner Torres stated he would abstain from voting due to his service on the Community Services League Board.

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

In response to Commissioner Ashbaugh's question regarding the meaning of a BMP, Assistant Director Rick Arroyo explained that BMP stands for Best Management Practice and refers to methods used to manage stormwater runoff. He stated that BMPs can include a variety of stormwater mitigation measures, such as bio-retention areas, storm inlet boxes designed to collect floatable debris, and stormwater detention facilities.

In response to Commissioner Nesbitt's question regarding parking for the development, Mr. Harker explained that a condition of approval requires the Community Services League (CSL) to record a deed restriction that permanently provides parking opportunities for residents in the CSL parking lot. Mr. Harker confirmed that adequate parking would be available.

Applicant Comments
Applicant Doug Cowan, President and CEO of Community Services League (CSL), introduced himself and noted that CSL is celebrating its 110th anniversary in 2026. Mr. Cowan explained that the application references CSL Housing Solutions, a wholly owned subsidiary of CSL established to acquire, develop, and maintain safe, stable, and affordable housing. He provided an overview of CSL's housing initiatives, noting the organization has served as a HUD-certified housing counseling agency for nearly 20 years, manages 155 housing units for formerly homeless individuals through HUD partnerships, and administers millions of dollars annually in housing assistance programs. He also highlighted CSL's affordable home construction efforts, homeless outreach programs, and rental and utility assistance programs.

Mr. Cowan stated that the proposed development is intended to address the growing need for

affordable housing by constructing nine 360-square-foot homes adjacent to CSL's headquarters. He explained that the homes are primarily intended for participants employed through CSL's roadside litter removal program, providing residents with convenient access to employment, case management, and supportive services. He noted the location is also adjacent to a KCATA bus transfer station, making transportation more accessible. Mr. Cowan stated that CSL has visited similar housing developments, including Eden Village and the Veterans Community Project, and believes the proposed project will provide a supportive community while helping residents transition to stable housing. He concluded by stating that the development represents an important step toward expanding affordable housing opportunities in Independence and requested the Commission's favorable consideration.

In response to a Chairwoman Wiley's question regarding whether there is a time limit for residents to remain in the homes, Mr. Cowan stated that the goal is to help residents transition to market-rate housing or homeownership, but there is no set time limit. He explained that the length of residency will vary based on each individual's circumstances, with some residents moving on quickly while others may require a longer period of stability. Mr. Cowan noted that CSL offers supportive services, including a matched savings program funded through a local grant, to help residents build financial stability and eventually transition to permanent housing.

Public Comments

Roxanne Robinson, 131 E. Farmer Street, spoke in opposition to the request. Ms. Robinson expressed concerns about locating the tiny home development in her neighborhood, potential future expansion, property values, neighborhood safety, and onsite management. She also asked questions regarding resident eligibility, occupancy, length of residency, and pet policies.

John Gray, 1109 E. 105th Street, Edwardsville, Kansas, spoke in opposition to the request on behalf of Second Baptist Church. Pastor Gray acknowledged the work of Community Services League but expressed concerns regarding safety, trespassing, vandalism, parking, and the project's proximity to the church. He also stated the church should have been consulted earlier in the planning process.

Nancy Harris, 15308 E. Truman Road, spoke in opposition to the request. Ms. Harris expressed concerns about property damage, illegal dumping, theft, and other issues she attributed to homelessness. She stated she believed the proposed development would negatively impact the surrounding neighborhood and questioned why similar projects are frequently located in the area.

In response, applicant Doug Cowan acknowledged the concerns raised and stated that Community Services League is committed to being a good neighbor. He explained that the proposed homes would be permanent structures built on foundations and would serve single occupants who have demonstrated readiness for independent housing, primarily individuals participating in CSL's employment programs. He stated that residents would be screened, receive ongoing case management and supportive services, and be expected to comply with lease requirements.

The applicant explained that the development is intended to provide service-enriched housing by locating residents adjacent to employment opportunities and support services offered through

CSL. He stated that the organization currently employs private security at its facilities, intends to continue security patrols for the development, and plans to install security cameras and provide onsite property management and social service staff. He also noted that lease provisions, including policies regarding overnight guests and pets, are still being finalized.

In response to concerns regarding communication with neighboring property owners, including Second Baptist Church, Mr. Cowan acknowledged that additional outreach should have occurred prior to the public hearing and apologized for not contacting church leadership earlier in the process. He stated that CSL intends to continue working with surrounding property owners to address concerns and maintain positive relationships if the project moves forward.

Commissioner Comments

Commissioner Nesbitt asked whether the Planned Unit Development would require a berm and fence around the development. Staff confirmed that a fence is shown on the PUD plan. Commissioner Nesbitt expressed concerns about the layout of the proposed development, stating he believed a single building may be more compatible with the surrounding neighborhood than multiple small homes. He concluded by stating he would not support the request.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 4, No 2, Abstained 1.

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6. **Case 26-810-02 – Preliminary Development Plan - McBee Acres –** A request to approve a Preliminary Development Plan for McBee Acres generally located north of US 24 Hwy and west of Salem Drive.

Staff Presentation

Brian Harker presented the case, noting that his presentation would cover both the Preliminary Development Plan and Final Plat requests. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Commissioner Nesbitt asked whether there had previously been discussion about restricting parking on one side of the street due to concerns regarding street width and access for fire trucks, trash collection, and other vehicles. Mr. Arroyo responded that the traffic engineer was to evaluate whether parking restrictions would be necessary and noted that additional parking areas had been incorporated into the development to help mitigate on-street parking concerns.

Mr. Arroyo explained that the development infrastructure has already been constructed and that the request was primarily to update the Planned Unit Development (PUD) plan due to its expiration and to modify the lot configuration by establishing building envelopes. Staff noted that the previous PUD plan generally showed two large lots, while the revised plan creates multiple building envelopes within those larger tracts for financing and development purposes.

Applicant Comments

Jack Murphy, 3215 N. Juanita Drive, Buckner, Missouri, explained that the building envelopes are not separate lots but designate the areas where buildings will be constructed. He stated that creating the envelopes allows individual structures to be financed and permitted separately, rather than requiring financing for the entire development at one time. Mr. Murphy indicated that the land between the building envelopes would remain under common ownership and be maintained by the homeowners association (HOA).

In response to questions from the Commission, Mr. Murphy stated that the development is intended to remain a rental community and that the developer plans to retain ownership of the buildings. He explained that the HOA would be responsible for maintaining common areas, including green space, walking trails, benches, and detention facilities. Mr. Murphy further noted that establishing the HOA provides a mechanism for maintaining the property and addressing ownership responsibilities should portions of the development ever be sold in the future.

Mr. Arroyo clarified that the HOA would be necessary regardless of whether the units were owner-occupied or leased, as all units would contribute toward the maintenance of common areas and amenities within the development.

Public Comments

No public comments

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

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7. **Case 26-320-03 – Final Plat – McBee Acres –** A request to approve a final plat generally located north of US 24 Hwy and west of Salem Drive.

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

ROUNDTABLE - NEXT MEETING JUNE 23, 2026

ADJOURNMENT

The meeting was adjourned at 9:56 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-063 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 20691 East US 24 Highway. **1R Read**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of case 26-125-03, a request for rezoning and preliminary development plan approval for property located at 20691 E US 24 Hwy, with the following conditions:

1. The minimum lot size shall be 3,500 square feet.

2. The minimum exterior setback shall be 20 feet from the right-of-way.

3. The minimum interior side setback shall be 3 feet.

4. The minimum lot width at the building line shall be 35 feet.

5. The maximum building height shall be 40 feet.

6. No more than 60 percent of the front yard area may be paved for vehicle use.

7. The development shall meet the parking requirements of City Code Section 14-501-05. No parking area shall allow vehicles to encroach into sidewalks.

8. Stormwater detention facilities shall be provided with each of the three (3) phases as shown on the Preliminary Development Plan.

9. Final development plan must be submitted in accordance with Section 14-703-06.

10. Final plats for the subdivision must be submitted in accordance with Section 14-702-04.

11. This preliminary development plan has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specification prior to approval of the final development plan.

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

Commissioner Nesbitt – No

Commissioner Ferguson – Yes

Commissioner Ashbaugh – No

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – No

Commissioner Wiley – Yes

The motion passed 4-3 and as such this application is forwarded to the City Council for its consideration.

Background:

PROJECT DESCRIPTION:

A request by Midwest National Holdings for preliminary development plan approval of a single-family subdivision consisting of 196 lots.

Current Zoning: R-6 (Single-Family Residential) and R-30/PUD (High Density Residential)

Proposed Zoning: R-6/PUD (Single-Family Residential/Planned Unit Development)

Current Use: Undeveloped Tract

Zoning History: 1965 – 1974: Unincorporated

1974 – 1980: Unknown

1980 – 2009: R-1b (Single-Family Residential) and R-4 (Apartments)

2009 - Present: R-6 (Single-Family Residential) and R-30/PUD (High Density Residential)

Property History: In 1974, the subject site was annexed into the City. With the adoption of Ordinance No. 6078 in May 1980, the site received a dual zoning classification of R-1b (Single-Family Residential) and R-4 (Apartments). This zoning designation has remained unchanged since that time.

The final phase of the Little Blue Parkway project was completed in 2013, resulting in the realignment and bisection of Powell Road and establishing the subject site's current configuration.

Proposal: Arborlyn is a proposed single-family development consisting of 196 lots on approximately 34.50 acres of land along Little Blue Parkway. The subdivision includes seven

tracts intended for open space, stormwater detention, and community amenities such as gardens, fitness stations, playgrounds, and naturalized plantings. Open space in the subdivision totals +/-7.3 acres and constitutes approximately 20% of the total site area. The subdivision will be completed in three phases: 41 lots in Phase 1, 75 lots in Phase 2, and 80 lots in Phase 3.

Lots in the subdivision range from 3,500 sq.ft. to 7,000+ sq.ft. in size. The average lot size for the development is 4,109 sq.ft. Proposed residential dwelling units will enclose a floor area from +/-1,200 sq.ft. to 2,000 sq.ft. in size. The architectural elevations for the proposed homes incorporate a range of complementary architectural styles. Key design features include steep gabled rooflines, the use of contrasting façade materials to provide visual interest and covered front entryways that enhance the overall streetscape character.

Physical Characteristics of Property: The property consists of 34.50 acres bounded generally by Little Blue Parkway along the eastern edge and adjacent single-family subdivisions to the west and southwest. Rolling terrain and a westerly aspect define the property.

Characteristics of the Areas: The site is in proximity to the intersection of Little Blue Parkway and US 24 Hwy and is well-connected to major arterial and highway routes.

The area to the west of the development site consists of long-established suburban neighborhood fabric, with stable housing, neighborhood schools, and small-scale retail.

A mixture of forested land, low-density residential uses, open rural land, agricultural fields and undeveloped land characterize areas to the south and east.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

The project fits within Independence for All Strategic Plan's goal to achieve livability, choice, access, health and safety through a quality-built environment.

Comprehensive Plan Tools and Policies for the Current Designation:

Arborlyn is consistent with the Tools & Policies of the Neighborhoods & Housing element of Imagine Independence Comprehensive Plan 2040. The proposed development represents contiguous growth, expanding existing neighborhoods eastward and maximizing use of current infrastructure. Multiple open space tracts offer recreation areas, native plantings, and a community garden, meeting the policy of open space and recreational accessibility. Further, a variety of home sizes and designs provide options suitable for a range of household types, including residents seeking smaller lots or accessible layouts.

Zoning:

The proposed R-6/PUD zoning district classification provides flexibility in both lot dimensions and building design standards. The district permits minimum lot sizes of 3,500 square feet, supporting a more compact and efficient neighborhood layout.

Historic and Archeological Sites:

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

Public Utilities:

The proposed development is adjacent to existing infrastructure (water, sewer and electric). Engineering plans will be needed for all proposed infrastructure extensions serving the proposed subdivision. Proposed easements will be provided for public utilities at the time of final platting.

Floodplain/Stream Buffer:

The proposed development is not located within any floodplains nor is it affected by stream buffers.

CIP Investments:

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

Parking:

Each lot is provided with a 20-foot-wide driveway and a garage. The proposed development meets the minimum parking requirements of the Development Code.

Traffic Study:

A traffic study prepared for the proposed 196-lot single-family residential subdivision concludes that the surrounding roadway network is capable of accommodating the traffic generated by the development. Additionally, a field review conducted as part of the study verified that the proposed access onto Little Blue Parkway provides adequate sight distance in both directions.

Amenities:

Active recreation opportunities are integrated into the development. A sport field area and playground are located in the southwest corner of the subdivision, and outdoor fitness stations and park benches are scattered along walking paths around the site.

A community garden and pollinator garden in the northern corner of the subdivision offers ecological and educational value, and opportunities for resident gardening and interaction.

Lot and Building Standards:

The proposed development deviates from the lot and building standards prescribed in the Unified Development Ordinance for conventional developments. Smaller, more compact lots are proposed. Lot sizes range from a minimum of 3,500 square feet to as large as 7,000+ square feet.

REVIEW CRITERIA:

Recommendations and decisions for the proposed planned unit development rezoning and its accompanying preliminary development plan must be based on consideration of the criteria listed in Section 14-703-05-H**:**

1. **The consistency with the Comprehensive Plan.**

The Comprehensive Plan envisions Residential Neighborhoods for this area. Arborlyn aligns the Tools & Policies of the Neighborhood & Housing element of Imagine Independence Comprehensive Plan 2040, providing accessible recreation and open space, a range of household types, and connects efficiently to existing infrastructure.

2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**

The preliminary development plan is consistent with the PUD standards of Section 14-902, promoting an attractive and functional residential development compatible with the surrounding area, can be efficiently served by existing utilities, and is consistent with the comprehensive plan.

3. **The nature and extent of Common Open Space in the PUD.**

Common open space offers active and passive recreation areas, including community gardens, a playground and sport field, and walking paths throughout the subdivision.

4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**

Covenants and restrictions will be required to be recorded concurrently with the final plan for this subdivision.

5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.**

20% of the overall site is dedicated as open space. The proposed open space consists of a mixture of landscaping, stormwater detention facilities, and recreation areas and is spread throughout the subdivision.

6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.**

A traffic study was conducted on the proposed development's impact on the street network and determined the existing street network can adequately accommodate the

traffic generation from the development. A northbound left turn lane will be added on Little Blue Parkway to enter the subdivision.

7. **The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.**

No adverse impacts to adjacent properties are expected as a result of this development. The development is compatible with adjacent developments.

8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.**

Storm water, sanitary sewer and traffic issues have been reviewed and are or will be mitigated.

9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**

The PUD allows the developer to cluster lots and reduce lot sizes in exchange for shared community space.

10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**

This project proposes building storm water detention facilities at the time of each phase of the development. The project phasing complies with the Development Code.

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 26-125-03
2. Rezoning & PUD Staff Report 26-125-03
3. Cover Letter
4. Application_Redacted
5. Notification Letter
6. Notification Area Map
7. Notification Addresses
8. Affidavit
9. Preliminary Development Plan
10. Arborlyn Elevations and Floorplans
11. Preliminary Storm Study
12. Traffic Study
13. Zoning Map
14. Comprehensive Plan
15. Planning Commission Meeting Minutes 06.09.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) TO DISTRICT R-6/PUD (SINGLE-FAMILY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 20691 EAST US 24 HIGHWAY.

WHEREAS, the application submitted by Midwest National Holdings, requesting approval of a rezoning from R-6(Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and a preliminary development plan for property located at 20691 E US 24 Hwy was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning and preliminary development plan following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held public hearings for the consideration of the request on June 9, 2026, and rendered a report to the City Council with its vote to recommend approval of this application passed by a vote of 4-3; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning and preliminary development plan was consistent with the review criteria in Sections 14-701-02 and 14-703-05 respectively; and,

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

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the rezoning PUD and preliminary development plan of the said property.

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

SECTION 1. That the following legally described tracts of real estate are hereby rezoned from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and shall be subject to the regulations of said district:

SEC-21 TWP-50 RNG-31---PT SE 1/4 DAF: BEG NW COR SE 1/4 TH ELY 325' MOL TH SLY 390' MOL TO TRU POB TH S 87 DEG 50 MIN 03 SEC E 64.92' TH S 30 DEG 02 MIN 24 SEC E ALG CURV LF RAD 618' ARC DIST 717.17' TH S 63 DEG 17 MIN 06 SEC E 55.04' TH S 41 DEG 54 MIN 51 SEC E ALG CURV RI RAD 880' ARC DIST 656.47' TH S 17 DEG 29 MIN 43 SEC E ALG CURV LF RAD 2410' ARC DIST 123.32' TH SLY 1099' MOL TH WLY 970' MOL TH NLY 344' MOL TH N 90 DEG 00 MIN 00 SEC E 55.18' TH N 14 DEG 51 MIN 18 SEC E 274.52' TH N 57 DEG 34 MIN 22 SEC E 263.35' TH N 02 DEG 2 2MIN 09 SEC W 77.71' TH N 43 DEG 51 MIN 57 SEC W 336.88' TH N 00 DEG 05 MIN 36 SEC E 452.39' TH N 89 DEG 54 MIN 24 SEC W 110' TH NLY 743' MOL TO TRU POB

SECTION 2. That the Preliminary Development Plan is attached hereto and is incorporated by reference as if fully set out herein, is hereby approved with the following conditions:

1. The minimum lot size shall be 3,500 square feet.
2. The minimum exterior setback shall be 20 feet from the right-of-way.
3. The minimum interior side setback shall be 3 feet.
4. The minimum lot width at the building line shall be 35 feet.
5. The maximum building height shall be 40 feet.
6. No more than 60 percent of the front yard area may be paved for vehicle use.
7. The development shall meet the parking requirements of City Code Section 14-501-05. No parking area shall allow vehicles to encroach into sidewalks.
8. Stormwater detention facilities shall be provided with each of the three (3) phases as shown on the Preliminary Development Plan.
9. Final development plan must be submitted in accordance with Section 14-703-06.
10. Final plats for the subdivision must be submitted in accordance with Section 14-702-04.
11. This preliminary development plan has not been reveiwed for final engineering design compliance. All development engineering must be desgined in accordance with City of Independence standards and specification prior to approval of the final development plan.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that are not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before the City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 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
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: June 9, 2026 **STAFF:** Gabe Glaser, Planner

PROJECT NAME: Arborlyn

CASE NUMBER/REQUEST: **Case 26-125-03 – Rezoning/PUD – 20691 E US 24 Highway –** A request to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approving a preliminary development plan.

APPLICANT/OWNER: Bryan Rahn, Midwest National Holdings

PROPERTY ADDRESS: 20691 E US 24 Hwy

SURROUNDING ZONING/LAND USE:

North: R-30/PUD (High Density Residential/Planned Unit Development) and C-1 (Neighborhood Commercial)…Right of Way
South: R-A (Residential Agricultural)…Vacant Land
East: R-A (Residential Agricultural)…Low Density Residential
West: R-6 (Single Family Residential)…Single Family Residential Subdivision

PUBLIC NOTICE:

- Letters to adjoining property owners – May 21, 2026
- Public Notice published in the Examiner – May 23, 2026
- Signs posted on property – May 21, 2026

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on July 6, 2026 and the public hearing/second reading on July 20, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of this Rezoning/Preliminary Development Plan request.

1. The minimum lot size shall be 3,500 square feet.
2. The minimum exterior setback shall be 20 feet from the right-of-way.
3. The minimum interior side setback shall be 3 feet.
4. The minimum lot width at the building line shall be 35 feet.
5. The maximum building height shall be 40 feet.
6. No more than 60 percent of the front yard area may be paved for vehicle use.
7. The development shall meet the parking requirements of City Code Section 14-501-05. No parking area shall allow vehicles to encroach into sidewalks.
8. Stormwater detention facilities shall be provided with each of the three (3) phases as shown on the Preliminary Development Plan.
9. Final development plan must be submitted in accordance with Section 14-703-06.

10. Final plats for the subdivision must be submitted in accordance with Section 14-702-04.
11. This preliminary development plan has not been reveiwed for final engineering design compliance. All development engineering must be desgined in accordance with City of Independence standards and specification prior to approval of the final development plan.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: – A request by Midwest National Holdings for preliminary development plan approval of single-family subdivision consisting of 196 lots.

Current Zoning:	R-6 (Single-Family Residential) and R-30/PUD (High Density Residential)	**Proposed Zoning:**	R-6/PUD (Single-Family Residential/Planned Unit Development)

Current Use: Undeveloped tract

Zoning History
1965 – 1974: Unincorporated
1974 – 1980: Unknown
1980 - 2009: R-1b (Single-Family Residential) and R-4 (Apartments)
2009 – R-6 (Single-Family Residential) and R-30/PUD (High Density Residential)

Property History:
In 1974, the subject site was annexed into the City. With the adoption of Ordinance No. 6078 in May 1980, the site received a dual zoning classification of R-1b (Single-Family Residential) and R-4 (Apartments). This zoning designation has remained unchanged since that time.

The final phase of the Little Blue Parkway project was completed in 2013, resulting in the realignment and bisection of Powell Road and establishing the subject site's current configuration.

Proposal:
Arborlyn is a proposed single-family development consisting of 196 lots on approximately 34.50 acres of land along Little Blue Parkway. The subdivision includes seven tracts intended for open space, stormwater detention, and community amenities such as gardens, fitness stations, playgrounds, and naturalized plantings. Open space in the subdivision totals +/-7.3 acres and constitutes approximately 20% of the total site area. The subdivision will be completed in three phases: 41 lots in Phase 1, 75 lots in Phase 2, and 80 lots in Phase 3.

Lots in the subdivision range from 3,500 ft^2 to 7,000+ ft^2 in size. The average lot size for the development is 4,109ft^2. Proposed residential dwelling units will enclose a floor area from +/-1,200ft^2 to 2,000ft^2 in size. The architectural elevations for the proposed homes incorporate a range of complementary architectural styles. Key design features include steep gabled rooflines, the use of contrasting façade materials to provide visual interest, and covered front entryways that enhance the overall streetscape character.

Physical Characteristics of Property:
The property consists of 34.50 acres bounded generally by Little Blue Parkway along the eastern edge and adjacent single-family subdivisions to the west and southwest. Rolling terrain and a westerly aspect define the property.

Characteristics of the Areas:
The site is in proximity to the intersection of Little Blue Parkway and US 24 Hwy and is well connected to major arterial and highway routes.

The area to the west of the development site consists of long-established suburban neighborhood fabric, with stable housing, neighborhood schools, and small-scale retail.

A mixture of forested land, low-density residential uses, open rural land, agricultural fields and undeveloped land characterize areas to the south and east.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:
The project fits within Independence for All Strategic Plan's goal to achieve livability, choice, access, health and safety through a quality-built environment.

Comprehensive Plan Tools and Policies for the Current Designation:
Arborlyn is consistent with the Tools & Policies of the Neighborhoods & Housing element of Imagine Independence Comprehensive Plan 2040. The proposed development represents contiguous growth, expanding existing neighborhoods eastward and maximizing use of current infrastructure. Multiple open space tracts offer recreation areas, native plantings, and a community garden, meeting the policy of open space and recreational accessibility. Further, a variety of home sizes and designs provide options suitable for a range of household types, including residents seeking smaller lots or accessible layouts.

Zoning:
The proposed R-6/PUD zoning district classification provides flexibility in both lot dimensions and building design standards. The district permits minimum lot sizes of 3,500 square feet, supporting a more compact and efficient neighborhood layout.

Historic and Archeological Sites:
There are no apparent historic or archeological issues with this property.

Public Utilities:
The proposed development is adjacent to existing infrastructure (water, sewer and electric). Engineering plans will be needed for all proposed infrastructure extensions serving the proposed subdivision. Proposed easements will be provided for public utilities at the time of final platting.

Floodplain/Stream Buffer:
The proposed development is not located within any floodplains nor is it affected by stream buffers.

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

Parking:
Each lot is provided with a 20-foot-wide driveway and a garage. The proposed development meets the minimum parking requirements of the Development Code.

Traffic Study:
A traffic study prepared for the proposed 196-lot single-family residential subdivision concludes that the surrounding roadway network is capable of accommodating the traffic generated by the development. Additionally, a field review conducted as part of the study verified that the proposed access onto Little Blue Parkway provides adequate sight distance in both directions.

Amenities:
Active recreation opportunities are integrated into the development. A sport field area and playground are located in the southwest corner of the subdivision, and outdoor fitness stations and park benches are scattered along walking paths around the site.

A community garden and pollinator garden in the northern corner of the subdivision offers ecological and education value, and opportunities for resident gardening and interaction.

Lot and Building Standards:
The proposed development deviates from the lot and building standards prescribed in the Unified Development Ordinance for conventional developments. Smaller, more compact lots are proposed. Lot sizes range from a minimum of 3,500 square feet to as large as 7,000+ square feet.

REVIEW CRITERIA

Recommendations and decisions for proposed planned unit development rezoning and its accompanying preliminary development plan must be based on consideration of the criteria listed in Section 14-703-05-H**:**

1. **The consistency with the Comprehensive Plan.**
   The Comprehensive Plan envisions Residential Neighborhoods for this area. Arborlyn aligns the Tools & Policies of the Neighborhood & Housing element of Imagine Independence Comprehensive Plan 2040, providing accessible recreation and open space, a range of household types, and connects efficiently to existing infrastructure.
2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**
   The preliminary development plan is consistent with the PUD standards of Section 14-902, promoting an attractive and functional residential development compatible with the surrounding area, can be efficiently served by existing utilities, and is consistent with the comprehensive plan.
3. **The nature and extent of Common Open Space in the PUD.**
   Common open space offers active and passive recreation areas, including community gardens, a playground and sport field, and walking paths throughout the subdivision.
4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**
   Covenants and restrictions will be required to be recorded concurrently with the final plan for this subdivision.

5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.**
20% of the overall site is dedicated as open space. The proposed open space consists of a mixture of landscaping, stormwater detention facilities, and recreation areas and is spread throughout the subdivision.

6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.**
A traffic study was conducted on the proposed development's impact on the street network and determined the existing street network can adequately accommodate the traffic generation from the development. A northbound left turn lane will be added on Little Blue Parkway to enter the subdivision.

7. **The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.**
No adverse impacts to adjacent properties are expected as a result of this development. The development is compatible with adjacent developments.

8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.**
Storm water, sanitary sewer and traffic issues have been reviewed and are or will be mitigated.

9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**
The PUD allows the developer to cluster lots and reduce lot sizes in exchange for shared community space.

10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**
This project proposes building detention facilities at the time of each phase of the development. The project phasing complies with the Development Code.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Notification area map
5. Notification addresses
6. Mailing affidavit
7. Preliminary Development Plan
8. Elevation Packet
9. Preliminary Storm Study
10. Traffic Impact Study
11. Zoning map
12. Comprehensive Plan map

Project Overview

Arborlyn is planned as a residential community offering attainable detached single-family homes with a cohesive architectural identity and meaningful elevation variety. The Arrival Series product line is intended to provide efficient home layouts, front-loaded garage plans, varied porch conditions, and a streetscape with distinct roof forms, window compositions, and siding arrangements.

Submittal Contents

- Arrival Series Elevations
- Arrival Series Floorplans
- Architectural Diversity Approach

Streetscape Diversity Strategy

The Arrival Series is intended to avoid a repetitive streetscape by mixing roof forms, porch conditions, siding patterns, upper-story massing, and window arrangements.

Sample Plans and Future Housing Products

The floorplans and elevations included in this presentation represent a sample of the proposed Arrival Series housing collection for Arborlyn. Additional floorplans, architectural elevations, exterior material combinations, and color palettes will be incorporated as the community progresses through final design and construction. Additional two-story home designs are anticipated, and ranch-style homes are currently in development to expand housing choice and further enhance neighborhood diversity.

INDEPENDENCE
MISSOURI

Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

Application Type (check all that apply)

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

Project Information and Location

Arborlyn

Project Name

2069 E US 24 Hwy Independence, MO 64056

Project Address/Location

NA	33.87	181/3	No
Sq. Ft. of Building	Acreage R-6/PUD	Number of Lots/Tracts	Steam Buffer (Yes or No)
R6 and R30PUD	~~No Change~~	Vacant AG Land	Single Family
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

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

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

Contact Information

Applicant

Bryan Rahn	Midwest National Holdings
Name	Company
[redacted]	
Address	
[redacted]	
Phone	Email

Owner

Bryan Rahn	Midwest National Holdings
Name	Company
[redacted]	
Address	
[redacted]	
Phone	Email

Architect/Engineer/Surveyor/Other:

Richard Michael	HG Consult Inc.
Name	Company
[redacted]	
Address	
[redacted]	
Phone	Email

Architect/Engineer/Surveyor/Other:

Name	Company
Address	
Phone	Email

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

[signature] 03/25/2026	[signature] 03/25/2026
Applicant's Signature Date	Owner's Signature Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 5-21-26 Case No. 26-125-03

Dear Property Owner:
This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):
☒ Rezoning ☒ Rezoning/PUD ☐ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: Rezoning from R-6 and R30 PUD to R-6PUD

PARCEL 16-140-03-01-01-1-00-000

Applicant: Midwest National Holdings, LLC

Location of Property: 20691 E US 24 HWY MAP ATTACHED

Planning Commission Meeting Date: JUNE 9TH, 2026, at 6:00 p.m.

City Council Meeting Date: JULY 20, 2026, at 6:00 p.m.

Location of public hearings: Independence Municipal Commons
20201 E. Jackson Drive, Independence, Missouri, 64057

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Bryan Rahn APPLICANT
Applicant (or Owner/Agent)

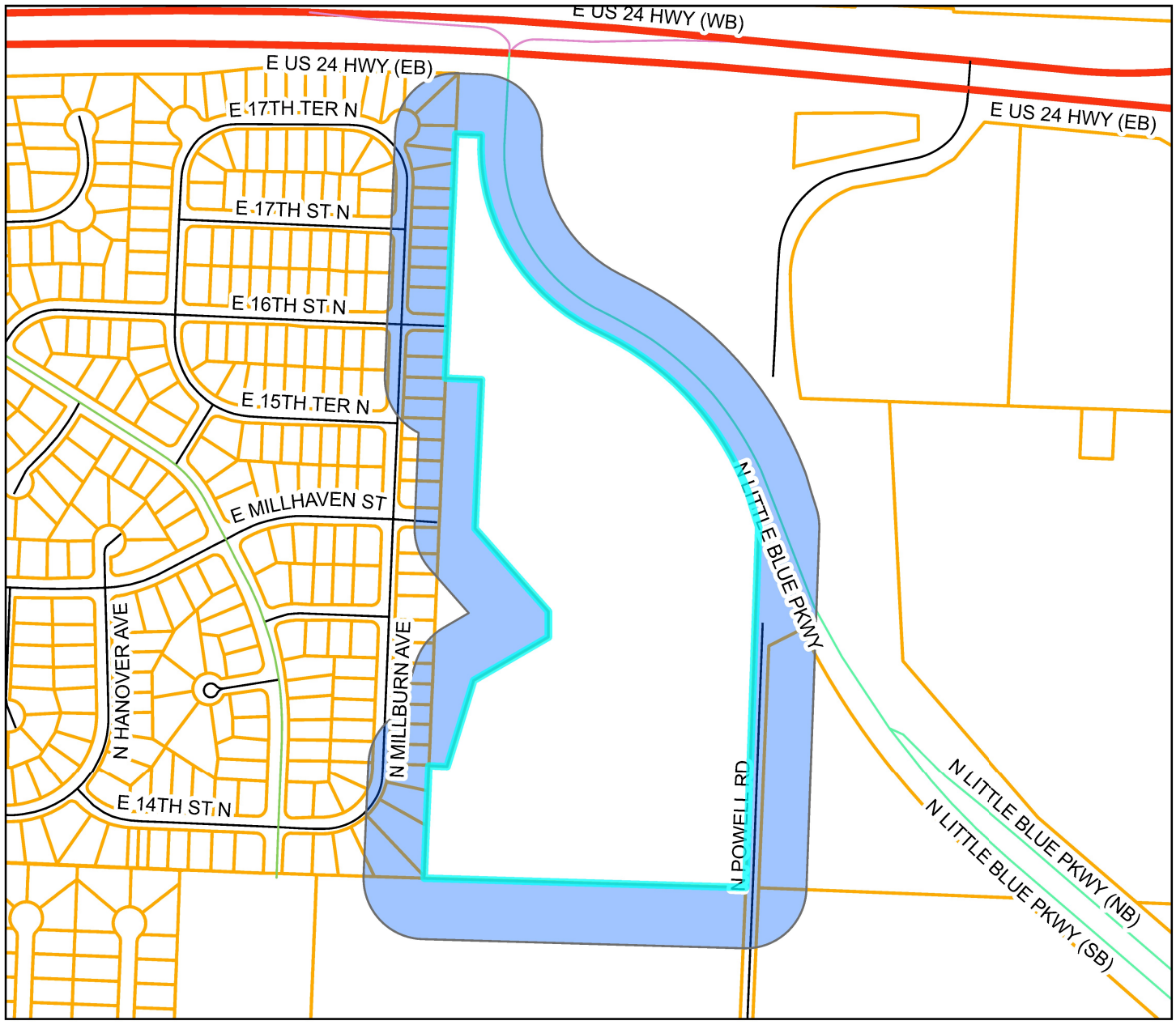
For more information, contact the Community Development Department at 816-325-7421.

Notification Area Map

INDEPENDENCE
COMMUNITY DEVELOPMENT

20691 E US 24 Hwy

Case #26-125-03



Prepared For: Planning Commission
Meeting Date: June 9, 2026

Parcel ID	Property Address	Property Owner	Owner Address	City	State	ZIP Code
16-600-01-01-02-0-00-000	1121 N POWELL RD	RAINE ELIZABETH CARLYLE-TRUSTEE	449 E FRANKLIN	LIBERTY	MO	64068
16-140-12-05-00-0-00-000	1400 N MILLBURN AVE	ZELAYA NANCY	1400 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-10-12-00-0-00-000	1401 N MILLBURN AVE	HORNING PENNY J	1401 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-13-01-00-0-00-000	1401 N POWELL RD	HANCOCK SARAH M	908 N OSAGE	INDEPENDENCE	MO	64050
16-140-10-11-00-0-00-000	1403 N MILLBURN AVE	HUFF DAVID B	1403 N MILBURN AVE	INDEPENDENCE	MO	64056
16-140-12-06-00-0-00-000	1404 N MILLBURN AVE	SLOAN WILLIAM ELLIS & SONIA M	1404 MILBURN AVE	INDEPENDENCE	MO	64056-1427
16-140-10-10-00-0-00-000	1405 N MILLBURN AVE	BR GPC JV LLC	PO BOX 683	LEES SUMMIT	MO	64063
16-140-12-07-00-0-00-000	1406 N MILLBURN AVE	JONES ERNEST	1406 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-10-09-00-0-00-000	1407 N MILLBURN AVE	ELLIS RICK J & SANDRA K	1407 MILLBURN AVE	INDEPENDENCE	MO	64055
16-140-10-08-00-0-00-000	1409 N MILLBURN AVE	MILNER KELLY	1409 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-10-07-00-0-00-000	1411 N MILLBURN AVE	CSMA BLT LLC	1850 PARKWAY PL STE 900	MARIETTA	GA	30067
16-140-10-06-00-0-00-000	1415 N MILLBURN AVE	LICHTE AMY K	1415 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-10-05-00-0-00-000	1417 N MILLBURN AVE	BAF ASSETS LLC	5001 PLAZA ON THE LAKE STE 200	AUSTIN	TX	78746
16-140-10-03-00-0-00-000	1423 N MILLBURN AVE	TRAVIS JAMES E & MARY A	1423 MILBURN AVE	INDEPENDENCE	MO	64056
16-140-10-02-00-0-00-000	1425 N MILLBURN AVE	WRIGHT HARRY D & CHERRY A	1425 MILLBURN	INDEPENDENCE	MO	64056
16-140-10-01-00-0-00-000	1429 N MILLBURN AVE	HULTZ MEGAN M	1429 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-08-08-00-0-00-000	1501 N MILLBURN AVE	BOLIN CORY L & JESSICA L	1501 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-08-07-00-0-00-000	1505 N MILLBURN AVE	ANC VENTURE HOLDINGS LLC	4621 S SHRANK DR	BLUE SPRINGS	MO	64015
16-140-08-06-00-0-00-000	1509 N MILLBURN AVE	GOINGS AARON & HEIDI	1509 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-08-05-00-0-00-000	1513 N MILLBURN AVE	OAKES THOMAS D JR	1513 MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-08-04-00-0-00-000	1517 N MILLBURN AVE	WILLIAMS ROBERT	1321 S HOME AVE	INDEPENDENCE	MO	64052
16-140-08-03-00-0-00-000	1521 N MILLBURN AVE	POWERS WILLIAM W & JULIA R	1521 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-08-02-00-0-00-000	1525 N MILLBURN AVE	BOND ANGELA L	1525 MILBURN	INDEPENDENCE	MO	64056
16-140-08-01-00-0-00-000	1529 N MILLBURN AVE	PEMBERTON AMANDA J	1529 MILBURN AVE	INDEPENDENCE	MO	64056
16-140-04-14-00-0-00-000	1601 N MILLBURN AVE	WILLIAMS AUSTIN LEVI	1601 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-04-13-00-0-00-000	1605 N MILLBURN AVE	AO PROPCO 1 LLC	199 LAFAYETTE ST APT 7A	NEW YORK	NY	10012
16-140-04-12-00-0-00-000	1609 N MILLBURN AVE	WILLEMS JAIME	1609 N MILBURN AVE	INDEPENDENCE	MO	64056
16-140-04-11-00-0-00-000	1613 N MILLBURN AVE	VONDA J WILLIAMS REVOCABLE TR AGREEMNT DATED 06-03-2020	3804 S ROGERS CIR	INDEPENDENCE	MO	64055
16-140-04-10-00-0-00-000	1617 N MILLBURN AVE	KROCZA ALAN GILBERT	1617 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-04-09-00-0-00-000	1701 N MILLBURN AVE	WINTER JAMES & TAMMARA	1701 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-05-03-00-0-00-000	1704 N MILLBURN AVE	ATHERTON JOSHUA L	1704 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-04-08-00-0-00-000	1705 N MILLBURN AVE	FORD ROBERT T & BETTY L	1705 MILLBURN	INDEPENDENCE	MO	64056
16-140-04-16-00-0-00-000	1709 N MILLBURN AVE	QUALITY CUSTOM PROPERTIES LLC	PO BOX 3194	INDEPENDENCE	MO	64055
16-140-04-15-00-0-00-000	1713 N MILLBURN AVE	RS RENTAL I LLC	199 LAFAYETTE ST FL 7	NEW YORK	NY	10012
16-140-04-05-00-0-00-000	1717 N MILLBURN AVE	MURPHY KYLE L	1717 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-04-04-00-0-00-000	1721 N MILLBURN AVE	DRUMHELLER CHRISTOPHER D	1721 MILBURN	INDEPENDENCE	MO	64056
16-140-04-03-00-0-00-000	1725 N MILLBURN AVE	MOSIER DEBRA L	1725 MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-10-16-00-0-00-000	20305 E 14TH ST	HARP MATTHEW E & JENNIFER L	20305 E 14TH ST N	INDEPENDENCE	MO	64056
16-140-10-15-00-0-00-000	20307 E 14TH ST	US SFE ASSET COMPANY 5 LLC	5001 PLAZA ON THE LAKE STE 200	AUSTIN	TX	78746
16-140-12-04-00-0-00-000	20308 E 14TH ST	WEIKEL GIEANI M	20308 E 14TH TER N	INDEPENDENCE	MO	64056
16-140-10-14-00-0-00-000	20309 E 14TH ST	BOLLINGER SCOTT EDWARD & MELINDA SUE-TRU	1202 NW 164TH ST	SMITHVILLE	MO	64089
16-140-10-13-00-0-00-000	20311 E 14TH ST	PUGH IESHA L	20311 E 14TH ST N	INDEPENDENCE	MO	64056
16-140-07-04-00-0-00-000	20416 E 15TH TER	HOENSHELL PAUL JR & TIESSIA ANN	20416 E 15TH TER N	INDEPENDENCE	MO	64056
16-140-06-04-00-0-00-000	20416 E 16TH ST	GENGLER STEVEN R & DEBRA A	20416 16TH STREET N,	INDEPENDENCE	MO	64056
16-140-05-04-00-0-00-000	20416 E 17TH ST	JOHNSON SARAH	20416 E 17TH ST N	INDEPENDENCE	MO	64056
16-140-07-01-00-0-00-000	20417 E 16TH ST	RICHARDSON HEATHER	20417 E 16TH ST N	INDEPENDENCE	MO	64056
16-140-06-01-00-0-00-000	20417 E 17TH ST	VINEBROOK HOMES BORROWER 2 LLC	3500 PARK CENTER DR STE 100	DAYTON	OH	45414
16-600-01-02-00-0-00-000	20500 E BUNDSCHU RD	WOODY WILLIAM R	1006 ALLEN RD	INDEPENDENCE	MO	64050
16-140-03-01-01-1-00-000	20691 E US 24 HWY	ROGERS RICHARD R	303 20TH AVE N	GREENWOOD	MO	64034
16-140-03-01-02-0-00-000	NO ADDRESS ASSIGNED BY CITY	CITY OF INDEPENDENCE	INDEPENDENCE MUNICIPAL COMMONS 20201 E. JACKSON DRIVE	INDEPENDENCE	MO	64057

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 26-125-03

I, Bryan Rahn, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 22 day of May, 2026.

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 26 day of May, 2026.

Lauren Breanne Hatfield

Notary Public

October 27 2029

Commission Expiration Date

LAUREN BREANNE HATFIELD
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 25267180
My Commission Expires 10/27/2029

PRELIMINARY PLAT

"ARBORLYN AT BLUE TRACE"

LOTS 1 THRU 196, TRACTS A, B, C, D, E, F & G

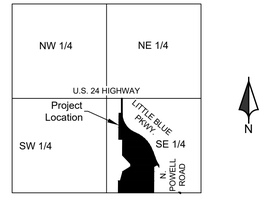
ALL THAT PART OF THE SE 1/4, SECTION 21, TOWNSHIP 50 NORTH, RANGE 31 WEST,
IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

SHEET INDEX

1. TITLE SHEET
2. EXISTING CONDITIONS
3. OVERALL LAYOUT AND PHASING
4. NORTH LOT DIMENSIONS
5. CENTER LOT DIMENSIONS
6. SOUTH LOT DIMENSIONS
7. OVERALL GRADING PLAN
8. SITE PLAN WITH FOOTPRINTS
9. LANDSCAPE PLAN

LEGEND

Existing Section Line	Proposed Right-of-Way
Existing Right-of-Way Line	Proposed Property Line
Existing Lot Line	Proposed Lot Line
Existing Easement Line	Proposed Easement
Existing Curb & Gutter	Proposed Curb & Gutter
Existing Sidewalk	Proposed Sidewalk
Existing Storm Sewer	Proposed Storm Sewer
Existing Storm Structure	Proposed Storm Structure
Existing Waterline	Proposed Fire Hydrant
Existing Gas Main	Proposed Waterline
Existing Sanitary Sewer	Proposed Sanitary Sewer
Existing Sanitary Manhole	Proposed Sanitary Manhole
Existing Contour Major	Proposed Contour Major
Existing Contour Minor	Proposed Contour Minor
	Future Curb & Gutter



LOCATION MAP
SECTION 21-T50N-R31W
Scale 1" = 2000'

LEGAL DESCRIPTION:

All that part of the Southeast Quarter of Section 21, Township 50 North, Range 31 West, now in the City of Independence, Jackson County, Missouri more particularly described by R. Kevin Sterrett, Mo. PLS #2469 of Hg Consult, Inc. as follows:

COMMENCING at the Northwest Corner of the Southeast Quarter of said Section 21; thence South 87 degrees 44 minutes 44 seconds East, along the North line of said Southeast Quarter, a distance of 329.78 feet; thence South 02 degrees 15 minutes 16 seconds West, a distance of 212.57 feet to the Northeast corner of BLUE MILLS - 3RD PLAT, a subdivision in the City of Independence, Jackson County, Missouri, as now established, thence South 02 degrees 23 minutes 28 seconds West, a distance of 175.29 feet along the east line of said Blue Mills- 3rd Plat and to the POINT OF BEGINNING; thence S87 degrees 48 minutes 34 seconds East, a distance of 69.10 feet to the West right of way line of Little Blue Parkway, as now established; thence Southerly and Southeasterly, along the west right of way line of said Little Blue Parkway, along a curve to the left, with a radius of 618.00 feet, a central angle of 66 degrees 29 minutes 24 seconds, and whose initial tangent bearing is South 03 degrees 13 minutes 47 seconds West, an arc length of 717.17 feet to a point of tangency; thence continuing along said West right of way line, South 63 degrees 15 minutes 37 seconds East, a distance of 55.04 feet to a point of curvature; thence Southeasterly and Southerly, continuing along said west right of way line, along a curve to the right, having a radius of 880.00 feet and a central angle of 42 degrees 44 minutes 30 seconds, an arc length of 656.47 feet; thence Southeasterly, continuing along said west right of way line, along a curve to the left, with a radius of 2,415.95 feet, a central angle of 10 degrees 37 minutes 47 seconds, and whose initial tangent bearing is South 16 degrees 00 minutes 16 seconds East, an arc length of 448.22 feet; thence South 62 degrees 58 minutes 19 seconds West, a distance of 111.76 feet to a line 20 feet East of and parallel with the East line of the West Half of said Section 21; thence South 02 degrees 16 minutes 43 seconds West, along said line 20 feet East of and parallel with the East line of the West Half of said Section 21, a distance of 746.64 feet to the South line of the Southeast Quarter of said Section 21; thence North 88 degrees 06 minutes 42 seconds West, along said South line, a distance of 1014.24 feet to the Southeast corner of BLUE MILLS - 4TH PLAT, a subdivision in the City of Independence, Jackson County, Missouri, as now established; thence North 02 degrees 23 minutes 28 seconds East, along the East line of said BLUE MILLS - 4TH PLAT, a distance of 344.32 feet; thence South 87 degrees 42 minutes 08 seconds East a distance of 55.18 feet; thence North 17 degrees 09 minutes 10 seconds East, a distance of 274.52 feet; thence North 59 degrees 52 minutes 14 seconds East, a distance of 263.35 feet; thence North 00 degrees 04 minutes 17" West, a distance of 77.71 feet; thence North 41 degrees 34 minutes 05 seconds West, a distance of 336.88 feet; thence North 02 degrees 23 minutes 28 seconds East. a distance of 452.39 feet; thence North 87 degrees 36 minutes 32 seconds West, a distance of 110.00 feet to the East line of said BLUE MILLS - 3RD PLAT; thence North 02 degrees 23 minutes 28 seconds East, along said East line, a distance of 749.96 feet to the POINT OF BEGINNING. Containing 1,503,075 square feet or 34.506 acres, more or less.

NOTES:

1. Tract "A, B, C, D, E, F" is intended for open space, utility infrastructure and stormwater detention. Tract "G" is intended for open space, utility infrastructure and possible future right-of-way. All tracts shall be owned and maintained by the Arborlyn at Blue Trace Home Owners' Association.
2. Lots 1 thru 39, 195 & 196, Tracts A & B will be constructed in the First Phase (41 Lots).
   Lots 40 thru 114, Tracts C, D, E & F will be constructed in the Second Phase (75 Lots).
   Lots 115 thru 194, Tract G will be constructed in the Third Phase (80 Lots).
3. Developer will construct infrastructure as needed to support the phasing shown on this plan. This would include items such as storm sewer, water distribution, and sanitary sewer, street lighting, street signing and pavement marking. These items will be shown and detailed on the construction plans.
4. According to the FEMA Flood Insurance Rate Version Number 2.6.4.6 Map Number 29095C0190H, Revised December 7, 2023, this tract graphically lies in OTHER AREAS, ZONE X, defined as areas determined to be outside of 0.2% annual chance floodplain.
5. Maintenance of each lot will be provided by the individual lot owner.
6. All sidewalks within the proposed subdivision adjacent to the proposed streets shall be 5 foot in width.
7. Developer will place subdivision monument sign near the intersection of the Entrance Drive and Little Blue Parkway.
8. Developer will reconfigure the pavement markings on Little Blue Parkway at the Road A access point. Existing pavement will allow for a 4 foot shoulder width on both sides, one 12 foot lane width in each direction, and a 12 foot northbound left turn lane (with 100 foot storage length). A southbound left turn lane will not be marked, but will be transitioned and striped with hatch markings. These pavement markings will be shown and detailed on the construction plans.

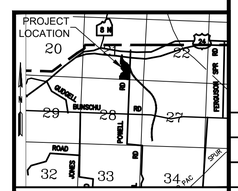
PROJECT BENCHMARK:

#1 CENTER OF EXISTING SANITARY SEWER MANHOLE APPROX. 20 FEET SOUTH OF CENTERLINE OF EAST 16TH STREET NORTH AND APPROX. 20 FEET EAST OF THE CENTERLINE OF NORTH MILBURN AVENUE.
N: 1079754.49 E: 2835313.11 TOP ELEV. 880.36

#2 CENTER OF EXISTING SANITARY SEWER MANHOLE APPROX. 18 FEET NORTH OF CENTERLINE OF EAST MILLHAVEN STREET AND APPROX. 21 FEET EAST OF THE CENTERLINE OF NORTH MILBURN AVENUE.
N: 1079197.92 E: 2835290.81 TOP ELEV. 864.06

DEVELOPER
MIDWEST NATIONAL HOLDINGS, LLC
1120 NW EAGLE RIDGE BOULEVARD
GRAIN VALLEY, MISSOURI 64029
(816) 985-2641
CONTACT - BRYAN RAHN

ENGINEER
Hg CONSULT, INC.
1533 LOCUST STREET
KANSAS CITY, MISSOURI 64108
(816) 456-6151
CONTACT - RICHARD MICHAEL



VICINITY MAP
NOT TO SCALE

NO.	DATE	REVISION	BY	CK/APP
1	03/26/26	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE	SPW	RKS
	03/06/26	PER CITY'S COMMENTS	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2469
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
May 15, 2026

Hg Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010000573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
TITLE SHEET

ARBORLYN AT BLUE TRACE
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.
25.028 Base
DRAWING NO.
25.028 Preliminary Plat
DATE
March 26, 2026
JOB NO.
25.028
SHEET 1 OF 9

FILE LOCATION G:\SHARED DRIVES\HG PROJECTS (YR 2025-2029)\2025\25.028 ARBORLYN AT BLUE TRACE (VIKARD DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE 5/15/2026 1:13:14 PM by RKSE

SCALE: 1" = 100'

NORTHEAST CORNER W½ SW ¼
SEC. 21-T50N-R31W

EAST LINE W½
SEC. 21-T50N-R31W

NORTH LINE SE ¼
SEC. 21-T50N-R31W

S87°44'44"E 1319.69'

329.78'

POINT OF BEGINNING

POINT OF COMMENCING
NORTHWEST CORNER SE ¼
SEC. 21-T50N-R31W

WEST LINE SE ¼
SEC. 21-T50N-R31W

SOUTH LINE SE ¼
SEC. 21-T50N-R31W

N88°06'42"W 1014.24'

OVERALL BOUNDARY
1,503,075 S.F.
34.506 ACRES

LITTLE BLUE PARKWAY

EXISTING POWELL ROAD (TO BE REPLATTED)

S02°16'43"W 746.64'

Δ=010°37'47"
R=2415.95'
L=448.22'

S62°58'19"W
111.76'

I.T.B.=S16°00'16"E

Δ=042°44'30"
R=880.00'
L=656.41'

S63°15'37"E
55.04'

Δ=066°29'24"
R=618.00'
L=717.17'

I.T.B.=N03°13'47"E

S87°48'34"E 69.10'

S02°15'16"W
212.57'

S02°23'28"W
175.29'

N02°23'28"E 749.96'

110.00'
N87°36'32"W

N02°23'28"E 452.39'

77.71'
N00°04'17"W

336.88'
N41°34'05"W

263.35'
N59°52'14"E

N17°09'10"E 274.52'

S87°42'08"E 55.18'

N02°23'28"E 344.32'

NORTH MILLBURN AVENUE

E. 16TH STREET N.

E. MILLHAVEN ST.

25' OUTER ZONE
25' MIDDLE ZONE
35' STREAM SIDE ZONE

APPROXIMATE LOCATION
CREEK BANK

35' STREAM SIDE ZONE
25' MIDDLE ZONE
25' OUTER ZONE

NO.	DATE	REVISION	BY	CK/APP
1	03/19/26	PER CITY'S COMMENTS	SPW	RKS
	03/26/26	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2006
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
May 15, 2026

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010000573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
EXISTING CONDITIONS

ARBORLYN AT BLUE TRACE

CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.
25.028 Base

DRAWING NO.
25.028 Preliminary Plat

DATE
March 26, 2026

JOB NO.
25.028

SHEET 2 OF 9

FILE LOCATION:G:\SHARED DRIVES\HG PROJECTS (YR 2025-2026)\2025\25.028 ARBORLYN AT BLUE TRACE (WARD DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE & TIME:3/13/2026 11:34:44 by STEVE

STREETS:
The right-of-way width of all public streets within the development shall be 50 feet as required for residential streets and shall have a street width of 28 feet, back of curb to back of curb. The right-of-way at the entrance drive is 60 foot wide and shall have a street width of 36 feet, back of curb to back of curb.

DRIVEWAY RESTRICTIONS:
No driveways shall have a slope greater than 6%.

BUILDING SETBACKS:
All lots shall have a minimum 15' front yard setback, 3' side yard setback, and 25' rear yard setback.

SIDEWALKS:
Sidewalks shall be installed as part of the overall infrastrucutre but installed in combination of driveways on each lot. Sidewalk location shall be shown on the final plat. Sidewalk maintenance will be the inidividual lot owners responsibility.

SANITARY SEWERS:
A complete and useable sanitary sewer system shall be constructed so as to provide service to each lot in the subdivision. Said system to be designed and constructed in accordance with APWA, DNR, and City of Independence Standards. A portion of the existing sanitary sewer will be re-aligned as part of this development to incorporate the proposed lots. All proposed sanitary sewer lines shall be 8" PVC, SDR-26.

STORM WATER MANAGEMENT SYSTEM:
A storm sewer or drainage system shall be provided to adequately serve the subdivision. The enclosed storm sewer system shall have the capacity to handle storm water runoff for a 10-year storm at a "c" of 0.51. The storm water system shall also be capable of routing through the development the additional runoff from a 100-year storm. Additional runoff is the amount of storm water that cannot be carried by the enclosed system. Surface swales shall be provided over storm sewers to carry additional runoff. Where a sewer runs parallel to a street, the street shall serve as the surface swale. Storm water detention to be provided as required.

ZONING:
Property is currently Zoned R-6 & R-30 PUD.

EASEMENTS:
Utility, drainage, grading easements and landscape easements shall be provided on the final plat upon completion of the construction plans.

LANDSCAPE REQUIREMENTS:
All landscaping shall be meet section 14-503 of the current UDO for the City of Independence. No Bufferyards are required because all adjacent properties are also Zoned R-12.

WATER DISTRIBUTION SYSTEM:
A complete water distribution system shall be constructed so as to provide service to each lot in the subdivision. Said system to be designed and constructed in accordance with APWA, AWWA, and City of Independence Standards. Project water distribution system shall connect to the existing 8" line on the north side of East 16th Street, east of North Millburn Avenue and also where the proposed 8" line meets the existing 20" water line in shown easements. All proposed water lines shall be 8" DIP.

PROJECT DATA:
Proposed Use - Single Family
Project Area - 34.51 acres
Number of Lots - 196

COMMON AREA:
Tracts A, B, C, D, E, F, G to be open space/landscaped area and storm water detention. Tract H to be open space/landscaped area and future roadway right-of-way.

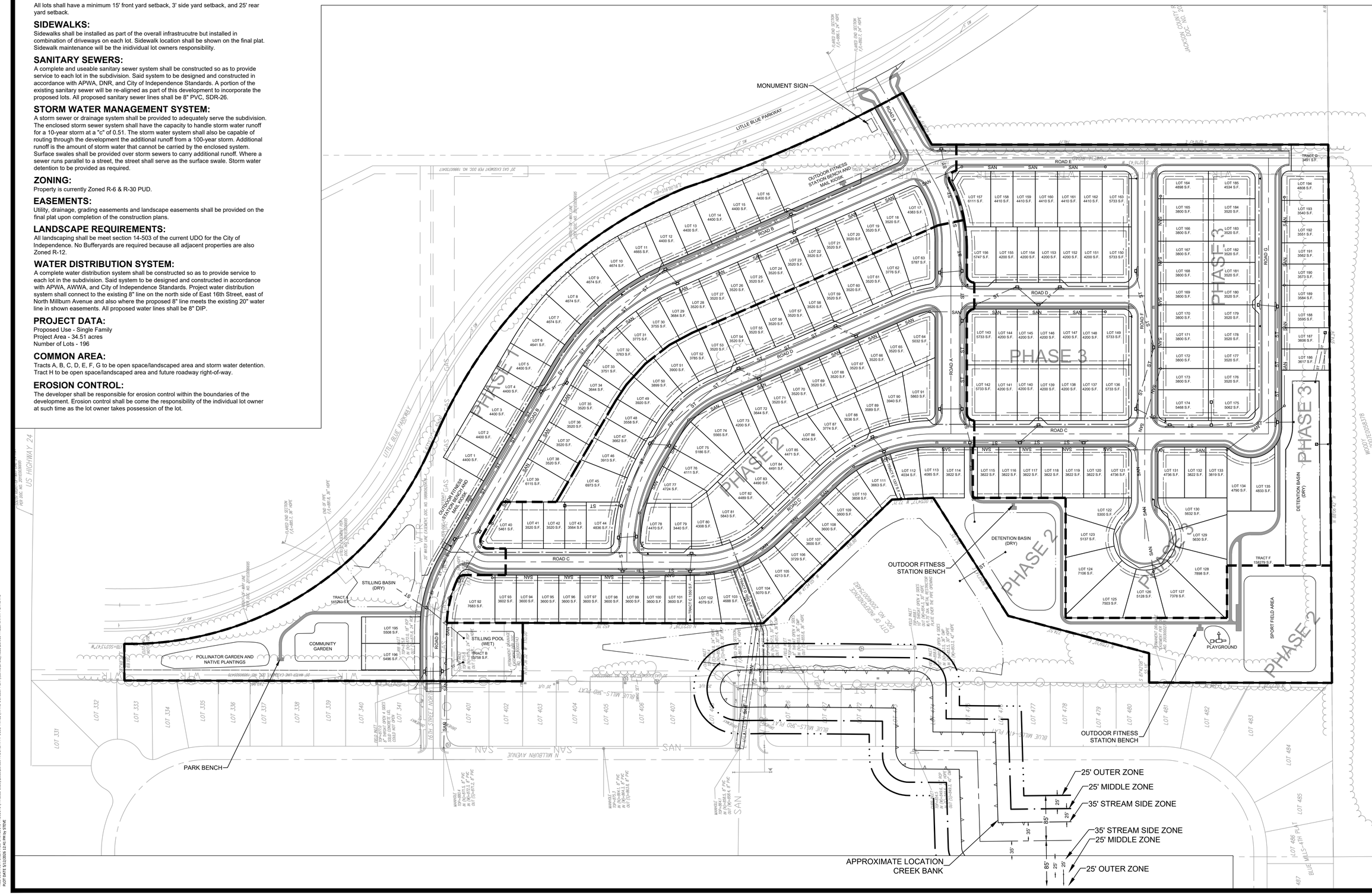
EROSION CONTROL:
The developer shall be responsible for erosion control within the boundaries of the development. Erosion control shall be come the responsibility of the individual lot owner at such time as the lot owner takes possession of the lot.

NOTES:

1. The minimum lot size shall be 3,500 square feet. However the average lot size for this development per the lot areas shown on sheets 4, 5 and 6, is 4,109 square feet.

2. Lots 1 thru 39, 195 & 196, Tracts A & B will be constructed in the First Phase (41 Lots). Lots 40 thru 114, Tracts C, D, E & F will be constructed in the Second Phase (75 Lots). Lots 115 thru 194, Tract G will be constructed in the Third Phase (80 Lots).

0 80' 120' 160'
SCALE: 1" = 80'



NO.	REVISION	DATE	BY	CK/APP
1	PER CITY'S COMMENTS	03/16/26	SPW	RKS
	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE	03/26/26	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2006
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
May 15, 2026

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010005573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
OVERALL LAYOUT AND PHASING

ARBORLYN AT BLUE TRACE
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.	25.028 Base
DRAWING NO.	25.028 Preliminary Plat
DATE	March 26, 2026
JOB NO.	25.028
SHEET	3
OF	9

FILE LOCATION: C:\SHARED DRIVE\CHC PROJECTS (YR 2025-2030)\2025\25.028 ARBORLYN AT BLUE TRACE (VARIED DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE & TIME: 3/16/2026 8:14 PM by STEVE

SOUTH RIGHT-OF-WAY LINE 24 HWY
PER DOC. NO. 2011E0036695

US HIGHWAY 24

LOT 331

LOT 332

LOT 333

LOT 334

LOT 335

LOT 336

LOT 337

LOT 338

LOT 339

LOT 340

LOT 341

LOT 401

W TR

S87°48'32"E 69.10'

ITB=S03°13'47"W

ELEC. PAD NOT IN USE

POLLINATOR GARDEN AND NATIVE PLANTINGS

749.96'

W TR 30' WATER LINE EASEMENT, DOC. NO. 1989109230478

557'

COMMUNITY GARDEN

7.5' U/E

100'

FIELD INLET
TOP=877.0
8" THROAT OPEN 4 SIDES
SOLID CONCRETE LID,
COULD NOT OPEN

196

195

110'

111'

10' U/E

CURB INLET
TOP=875.8
IN (N)=872.0, 18" RCP
OUT (S)=871.8, 24" RCP

TR A
STILLING POND
(DRY)

5' SW

21'

50'

27'

L=23'

L=123'

25'

N87°42'08"W 98.10'

R=250.00'

L=132.43'

16TH STREET NORTH

DRIVEWAY

SAN

GAS

98'

L=97'

L=12'

CURB INLET
TOP=875.8
IN (N)=871.5, 24" RCP
OUT (S)=871.3, 24" HDPE

R=14'

L=23'

91'

92

TR B
STILLING POOL
(WET)

143'

10' U/E

15' BL

L=3.4'

14'

R=39.00'

L=20.49'

50' R/W

S33°39'30"W 39.11'

90°0'0"

R=14'

L=29'

78°

29.41'

162'

RIGHT-OF-WAY LINE
PER DOC. NO. 2011E0036695

FLARED END SECTION
F/L=885.7, 36" HDPE

END OF PIPE
F/L=881.8, 36" HDPE

UTILITY EASEMENT PER
DOC. NO. 2011E0036695

PROPOSED STORM SEWER (TYP.)

PROPOSED SANITARY SEWER (TYP.)

LITTLE BLUE PARKWAY

S 63°15'37" E 550.04'

W TR 30' WATER LINE EASEMENT, DOC. NO. 1989109230478

UTILITY EASEMENT PER DOC. NO. 1986107300417

1

2

3

88'

50'

256'

50' R/W

28' B-B

10' U/E

15' BL

0 40' 60' 80'

SCALE: 1"=40'

NO.	REVISION	DATE	BY	CK/APP
1	PER CITY'S COMMENTS	05/15/26	SPW	RKS
	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI	03/26/26	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2644
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
May 15, 2026

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010005573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
NORTH LOT DIMENSIONS

ARBORLYN AT BLUE TRACE

CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.	25.028 Base
DRAWING NO.	25.028 Preliminary Plat
DATE	March 26, 2026
JOB NO.	25.028
SHEET	4
OF	9

FILE LOCATION G:\SHARED DRIVE\SHC PROJECTS (YR 2025-2029)\2025\25.028 ARBORLYN AT BLUE TRACE (WARD DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE & TIME 5/12/2026 11:34 AM by STERR

PROPOSED WATER LINE (TYP.)

PROPOSED SANITARY SEWER (TYP.)

PROPOSED STORM SEWER (TYP.)

SCALE: 1"=40'

NO.	DATE	REVISION	BY	CK/APP
1	03/19/26	PER CITY'S COMMENTS	SPW	RKS
	03/06/26	SUBMIT PRELIMINARY PLAT TO CITY OF INDEP.	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2006
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
May 15, 2026

LG Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010000573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
CENTER LOT DIMENSIONS

ARBORLYN AT BLUE TRACE

CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.	25.028 Base
DRAWING NO.	25.028 Preliminary Plat
DATE	March 26, 2026
JOB NO.	25.028
SHEET	5 OF 9

FILE LOCATION G:\SHARED DRIVE\PVE PROJECTS (YR 2015-2050)\2025\25.028 ARBORLYN AT BLUE TRACE (WARD DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE 3/12/2026 7:24 AM BY STEVE

LOT 473
LOT 474
LOT 475
LOT 476
LOT 477
LOT 478
LOT 479
LOT 480
LOT 481
LOT 482
LOT 483
BLUE MILLS 4TH PLAT
CITY OF INDEPENDENCE DOC. NO. 2004100017
FIELD INLET TOP=858.1 10" THROAT OPEN 4 SIDES OUT (W)=854.3, 30" HDPE W/1.75' DIA. METAL RESTRICTOR PLATE OVER THE PIPE OPENING
FIELD INLET TOP=858.8 10" THROAT OPEN 4 SIDES IN (N)=853.5, 36" CMP IN (E)=853.5, 30" HDPE OUT (W)=853.3, 42" HDPE
DETENTION BASIN (DRY)
PERMANENT DRAINAGE EASEMENT PER DOC NO. 2003100027
PLAYGROUND
SPORT FIELD AREA
DETENTION BASIN (DRY)
TR E
TR F
TR G
ROAD "A"
ROAD "C"
ROAD "D"
ROAD "E"
ROAD "F"
ROAD "G"
N 59°52'14" E 263.35'
N 17°09'10" E 274.52'
S 87°42'08" E 55.18'
N 00°22'28" E 344.30'
N 88°06'42" W 974.24'
S 62°38'19" W 111.76'
N 00°04'17" W 77.71'
S 21°20'14" E 4.53'
S 62°58'19" W 140.47'
S 62°58'19" W 141.11'
N87°43'17"W 260.01'
S02°16'43"W 4.11'
N87°43'17"W 102.09'
S87°43'17"E 197.78'
S87°43'17"E 520.00'
N87°43'17"W 481.00'
S02°16'43"W 398.32'
S02°16'43"W 365.00'
N02°16'43"E 194.00'
N02°16'43"E 625.04'
S02°16'43"W 365.00'
R=200.00' L=82.43'
R=150.00' L=91.83'
R=220.00' L=112.53'
R=59.00'
R=48.00'
L=285.00' L=218.10'
0 40' 60' 80'
SCALE: 1"=40'

NO.	REVISION	DATE	BY	CK/APP
1	PER CITY'S COMMENTS	05/15/26	SPW	RKS
	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE	03/26/26	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2006
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
May 15, 2026

L&G Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010000573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
SOUTH LOT DIMENSIONS

ARBORLYN AT BLUE TRACE

CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.	25.028 Base
DRAWING NO.	25.028 Preliminary Plat
DATE	March 26, 2026
JOB NO.	25.028
SHEET	6
OF	9

FILE LOCATION G:\SHARED DRIVES\HG PROJECTS (YR 2025-2026)\2025\25.028 ARBORLYN AT BLUE TRACE (WARD DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE & TIME 5/12/2026 8:13 AM by SSTE

FILE LOCATION G:\SHARED DRIVES\HG PROJECTS (YR 2025-2026)\2025\25.028 ARBORLYN AT BLUE TRACE (WARD DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE 5/12/2026 11:34 AM by STEVE

PRELIMINARY PLAT
OVERALL GRADING PLAN

ARBORLYN AT BLUE TRACE

CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E201000573 (MO.) / E-1736 (KS.) / LS 2019005467

R. KEVIN STERRETT, MO E-26440
May 15, 2026

DATE	REVISION	NO.	BY	CK/APP
05/05/26	PER CITY'S COMMENTS	1	SPW	RKS
03/26/26	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE		SPW	RKS

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SHEET NO.: 25.028 Rlvsion
DRAWING NO.: 25.028 Preliminary Plat
DATE: March 26, 2026
JOB NO.: 25.028
SHEET OF: 7 9

Page 648 of 940

BUILDING FOOTPRINT

0 80' 120' 160'

SCALE: 1" = 80'

MONUMENT SIGN

LITTLE BLUE PARKWAY

US HIGHWAY 24

ROAD A

ROAD B

ROAD C

ROAD D

ROAD E

ROAD F

ROAD G

OUTDOOR FITNESS STATION BENCH AND MAIL KIOSK

OUTDOOR FITNESS STATION BENCH

TRACT A STILLING POND

STILLING POOL

TRACT B

PLAYGROUND

COMMUNITY GARDEN

POLLINATOR GARDEN AND NATIVE PLANTINGS

DETENTION BASIN

SPORT FIELD AREA

TRACT F

N MILLBURN AVENUE

BLUE MILLS-3RD PLAT

BLUE MILLS-4TH PLAT

NO.	DATE	REVISION	BY	CK/APP
1	03/19/26	PER CITY'S COMMENTS	SPW	RKS
	03/26/26	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2006
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
May 15, 2026

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010005573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
SITE PLAN WITH FOOTPRINTS

ARBORLYN AT BLUE TRACE

CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.
25.028 Base

DRAWING NO.
25.028 Preliminary Plat

DATE
March 26, 2026

JOB NO.
25.028

SHEET 8 OF 9

FILE LOCATION: G:\SHARED DRIVES\HG PROJECTS (YR. 2025-2026)\2025\25.028 ARBORLYN AT BLUE TRACE (WARD DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE & TIME: 3/27/2026 9:13 AM by STERR

Tree List

Symbol	Quantity	Common Name	Botanical Name	Size	Condition	Spacing
	38	River Birch	Betula Nigra 'Heritage'	2" cal	BB	As Shown
	22	Red Oak	Quercus Rubra	2" cal	BB	As Shown
	57	Swamp White Oak	Quercus Bicolor	2" cal	BB	As Shown
	63	Green Vase Zelkova	Zelkova Serrata 'Green Vase'	2" cal	BB	As Shown
	54	Superform Norway Maple	Acer Platanoides 'Superform'	2" cal	BB	As Shown
	12	October Glory Maple	Acer Rubrum 'October Glory'	2" cal	BB	As Shown
	64	Amur Maple	Acer Ginnala 'Flame'	1 1/2"cal	BB	As Shown
	64	Prairiefire Crabapple	Malus Sp. 'Priariefire'	1 1/2"cal	BB	As Shown
	32	Canaert Juniper	Juniperus Virginiana 'Canaertii'	6' hgt	BB	As Shown

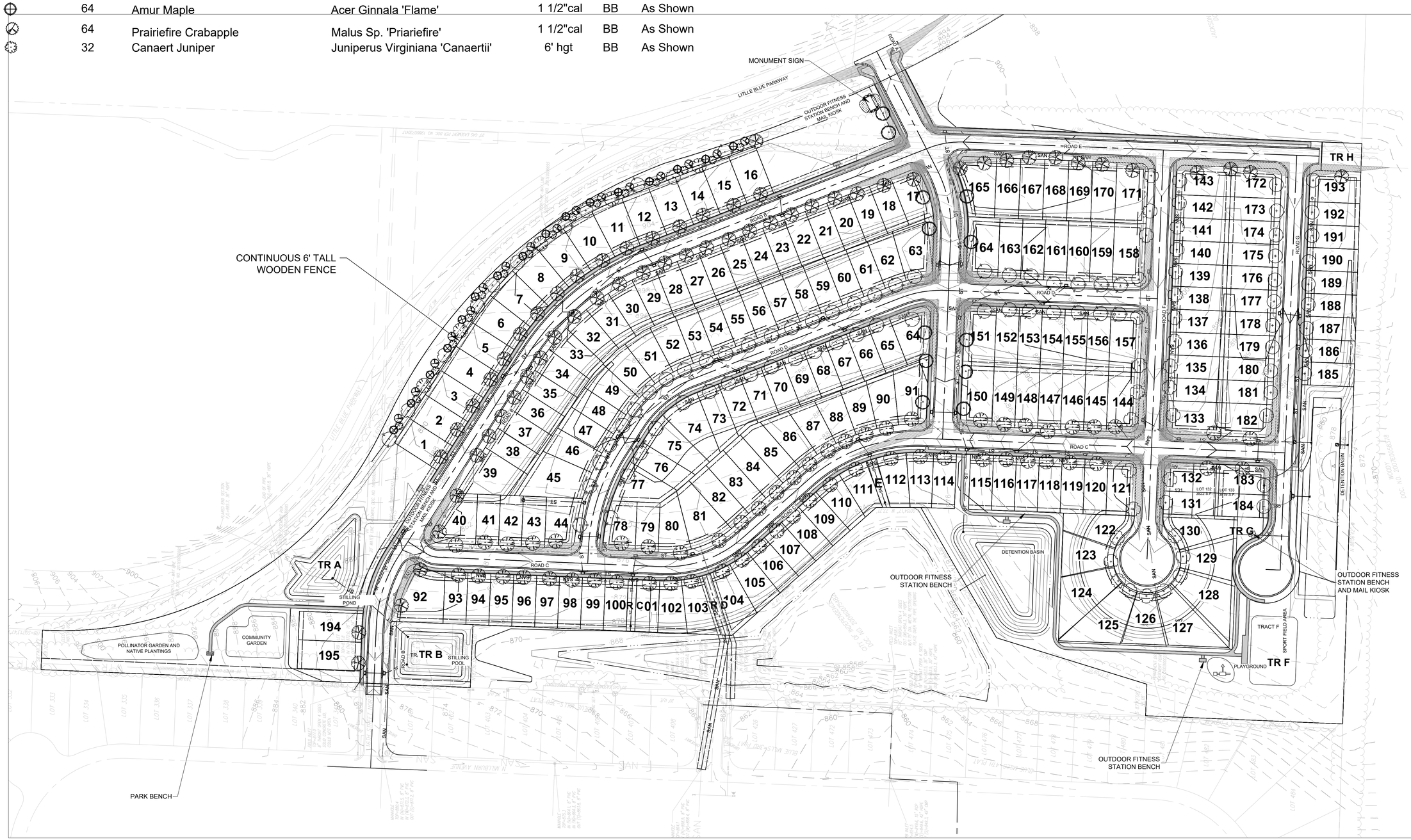
25'

150'

SIGHT TRIANGLE

0 80' 120' 160'

SCALE: 1" = 80'



NO.	REVISION	DATE	BY	CK/APP
1	PER CITY'S COMMENTS	05/04/26	SPW	RKS
	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE	03/26/26	SPW	RKS

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STATE OF MISSOURI
RICHARD K. SCHS
NUMBER A-2012038587
LANDSCAPE ARCHITECT
5-15-26

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010000573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
LANDSCAPE PLAN

ARBORLYN AT BLUE TRACE

CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.	25.028 Base
DRAWING NO.	25.028 Preliminary Plat
DATE	May 15, 2026
JOB NO.	25.028
SHEET	9
OF	9

Planning & Zoning Presentation

City of Independence, Missouri

Arrival Series floor plans and architectural elevations

Project Overview

Arborlyn is planned as a residential community offering attainable detached single-family homes with a cohesive architectural identity and meaningful elevation variety. The Arrival Series product line is intended to provide efficient home layouts, front-loaded garage plans, varied porch conditions, and a streetscape with distinct roof forms, window compositions, and siding arrangements.

Submittal Contents

- Arrival Series Elevations
- Arrival Series Floorplans
- Architectural Diversity Approach

Streetscape Diversity Strategy

The Arrival Series is intended to avoid a repetitive streetscape by mixing roof forms, porch conditions, siding patterns, upper-story massing, and window arrangements.

Sample Plans and Future Housing Products

The floorplans and elevations included in this presentation represent a sample of the proposed Arrival Series housing collection for Arborlyn. Additional floorplans, architectural elevations, exterior material combinations, and color palettes will be incorporated as the community progresses through final design and construction. Additional two-story home designs are anticipated, and ranch-style homes are currently in development to expand housing choice and further enhance neighborhood diversity.

Arrival Series Elevations

Elevation 1

Elevation 2

Elevation 3

Elevation 4

Arrival Series Elevations

Elevation 5

Elevation 6

Elevation 7

Elevation 8

Arrival Series Elevations

Elevation 9

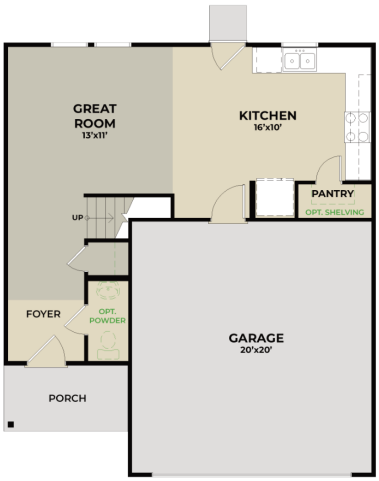
Elevation 10

Elevation 11

Elevation 12

Arrival Series Floorplan - Plan 1

FIRST FLOOR



*Plan includes an unfinished powder/half bath on the first floor

SECOND FLOOR

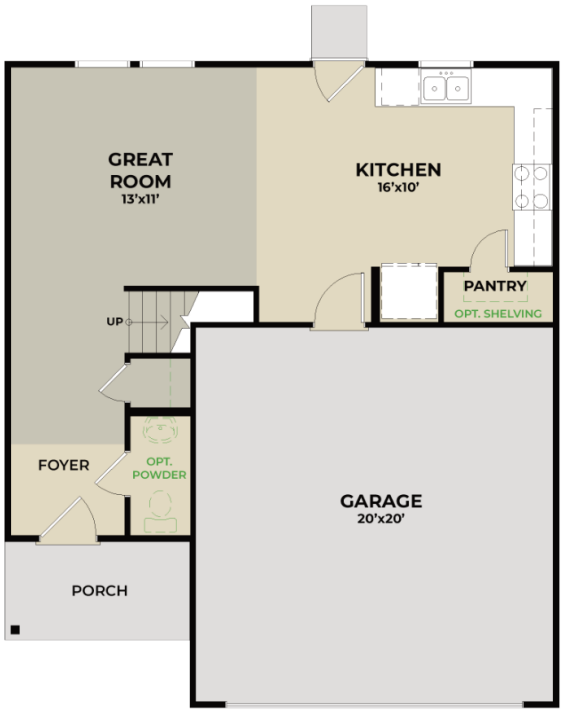
THIRD FLOOR

OPTIONAL BEDROOM & BATH

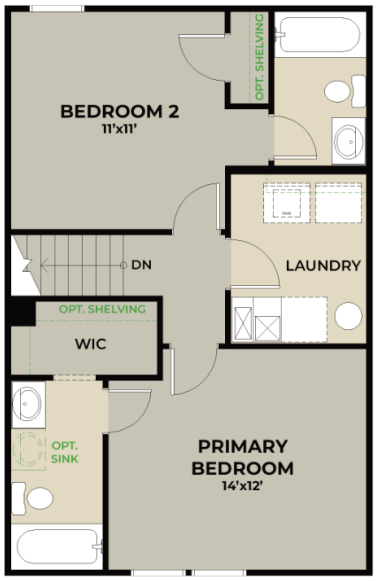
Arrival Series - Plan 1

Arrival Series Floorplan - Plan 2

FIRST FLOOR



SECOND FLOOR



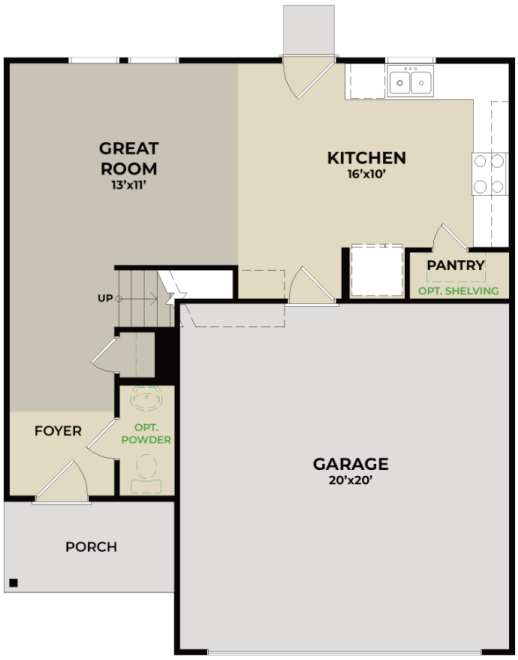
Arrival Series - Plan 2

Arrival Series Floorplan - Plan 3

Arrival Series - Plan 3

Arrival Series Floorplan - Plan 4

FIRST FLOOR



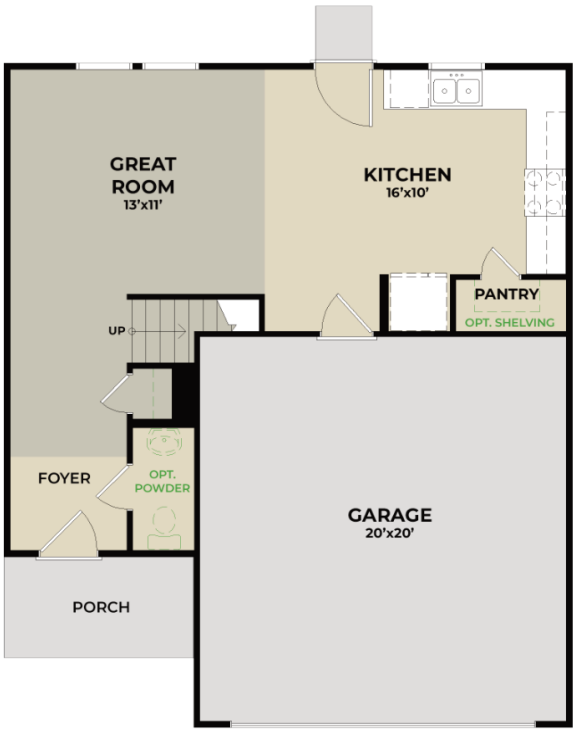
SECOND FLOOR

OPTIONAL BEDROOM 3
ILO LOFT

Arrival Series - Plan 4

Arrival Series Floorplan - Plan 5

FIRST FLOOR



SECOND FLOOR

Arrival Series - Plan 5

Preliminary Stormwater Management Study

Arborlyn at Blue Trace
Prepared for Midwest National Holdings, LLC
1120 NW Eagle Ridge Boulevard
Grain Valley, MO 64029

HG Consult Project No. 25.028

Prepared by Richard Michael
May 15, 2026

May 15, 2026

Hg Consult Inc

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II. General Information

A. Description of Existing Site, Location, and Proposed Use

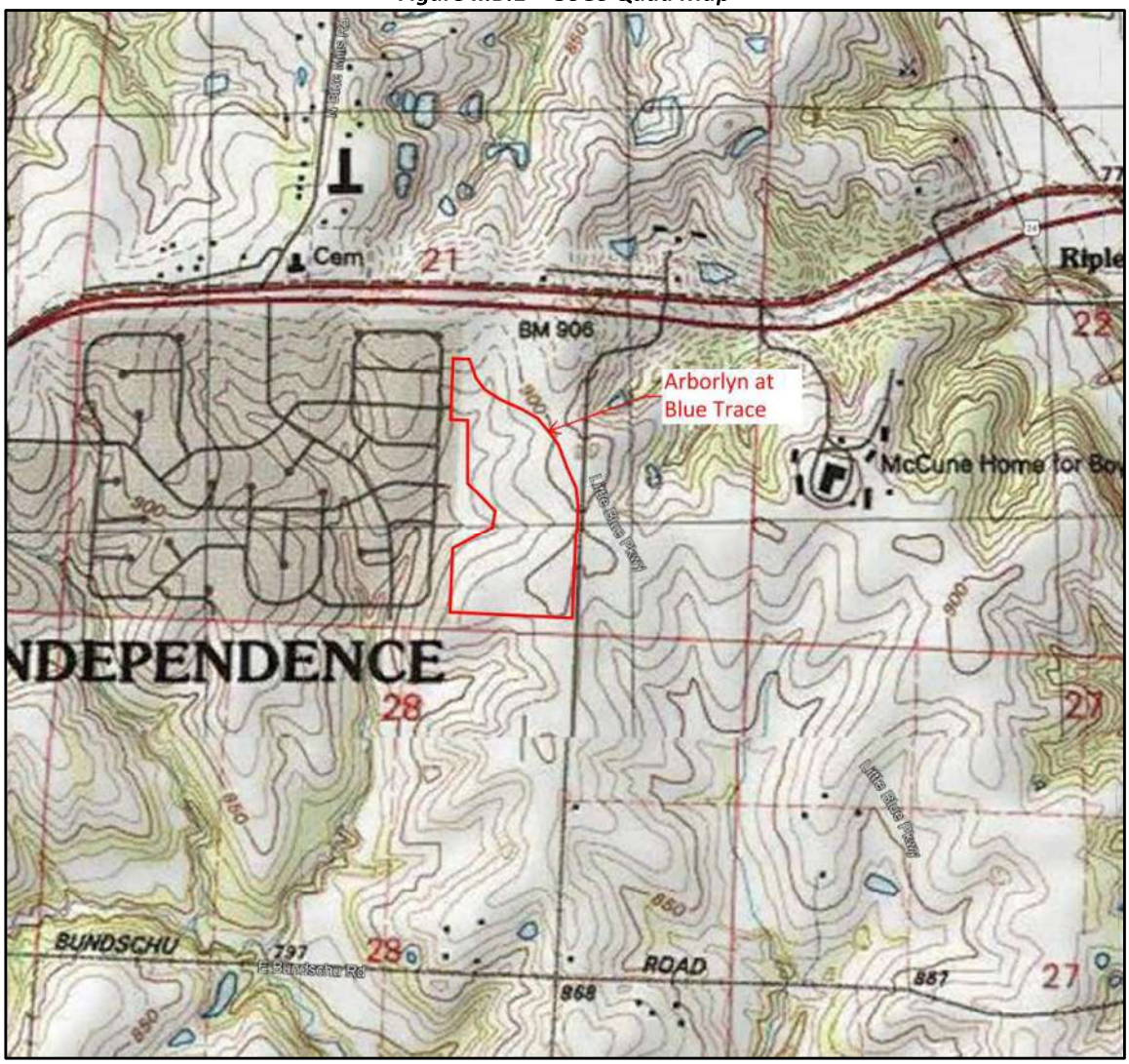
Arborlyn at Blue Trace will consist of the development of a parcel of approximately 34.51 acres. The subject property is currently zoned predominately R-6 (Single Family Residential) with a small area on the northern limits zoned R-30/PUD (High Density Residential PUD). The property is located along the west side of Little Blue Parkway immediately south of US Highway 24. The site is currently vacant and being used as farmland. The proposed land use will be single family residences. The site will also include detention basins, road & sidewalks, and the necessary utilities to serve the development.

Figure II.A.1 – Aerial Photo of the project site

B. General Overview of Drainage Patterns

The project site is divided into 3 different drainage areas as shown on the Pre-Developed Drainage Area Map. The subject property discharges west into an existing detention basin, immediately west of the property. The discharge is then routed through the existing Blue Mills subdivision storm sewer system. The subject property is in the Lower Missouri-Crooked watershed.

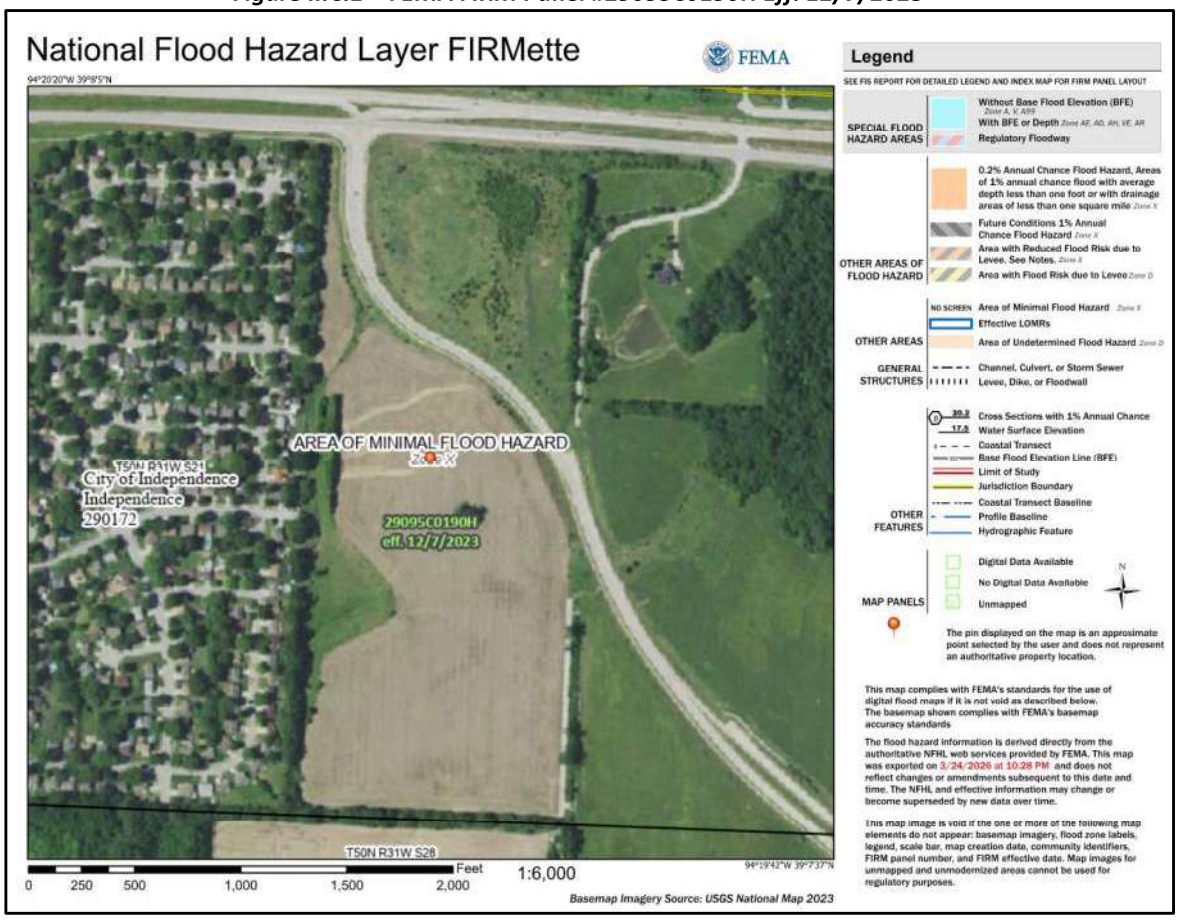
Figure II.B.1 – USGS Quad Map



C. FEMA Classification / Floodplain Issues

The project site is located within Zone X (area of minimal flood hazard). There are no floodplain boundaries being altered and therefore a Flood Study is not required. See Figure II.C.1 for Firm Panel.

Figure II.C.1 – FEMA FIRM Panel #29095C0190H Eff. 12/7/2023



D. Wetland and USACE Issues

There are no wetlands or Waters of the US being disturbed by this project and therefore no permits are required from the Corps of Engineers for the development of this site. See figure II.D.1 for US Fish and Wildlife Wetland Inventory Map.

Figure II.D.1 – US Fish and Wildlife National Wetland Inventory

E. Soil Classification

NRCS Web Soil Survey categorizes the soils for this project below. See the appendix for additional information.

Table II.E.1 – Soil Classification

Symbol	Name	Slopes	HSG
10055	Knox silt loam	5-9%	B
10063	Knox silty clay loam	9-14%	B
10132	Sibley silt loam	2-5%	C
10133	Sibley silt loam	5-9%	C
10137	Sibley-Urban land complex	5-9%	C

For this analysis, Soil group C was considered for the project. Curve Numbers were used in accordance with APWA Section 5602.3.

III. Methodology

A. Unit Hydrograph Modeling Methods

The method for evaluating this project was with the use of PondPack Connect Edition. Both Pre-Development and Post-Development conditions were considered. The unit hydrograph method used was SCS TR-55.

B. Computation Methods for Runoff Determinations

The computation methods used for runoff determinations are as follows:

- AMC II Soil Moisture conditions
- 24-Hour SCS Type II Rainfall Distribution
- SCS Runoff Curve Numbers per TR-55
- Time of Concentration developed per TR-55

C. Design Storm Events Used and Source of Rainfall Data

The design storms that were considered include the 2, 10, 100, and subsequent 100-Year storms. The rainfall data was gathered from NOAA Atlas 14 point Precipitation Frequency Data Server (PFDS) at the subject property utilizing a 24-hour rainfall.

Table III.C.1 – Methodology and Rainfall Data

Methods and Rainfall Data	
Pond Routing	Pondpack using SCS Method
Existing CN	74, Group C soils
T_C	12 minutes
Water Quality, Type II, 24-hr	1.40 inch
2-yr rainfall, Type II, 24-hr	3.65 inch
10-yr rainfall, Type II, 24-hr	5.54 inch
100-yr rainfall, Type II, 24-hr	9.05 inch

IV. Existing Conditions Analysis

A. Summary of Comprehensive Control Requirements

As mentioned previously the soils on-site consist of primarily those with a hydrologic group of C. The site is undeveloped. The APWA default strategy was used to provide comprehensive protection. The APWA default strategy reads as follows:

> *"Under this strategy, peak runoff control is provided for the 1%, 10% and 50% chance storms and volumetric and/or extended detention control of the 90% mean annual event storm for broad protection of the receiving system, including channel erosion protection and flood peak reductions over a range of return periods. This strategy shall be the default strategy unless otherwise designated or approved by the local authority. Performance standards and sizing criteria are provided in Section 5608."*

B. Existing Drainage Area Map

See the appendix (Pre-Developed Drainage Area Map) for all drainage areas and outfall locations. See Table IV.B.1 for a summary of the drainage areas.

Table IV.B.1 – Pre-Developed Drainage Areas

Drainage Area	Total Area (acres)
E-1	46.28
E-2	6.16
E-3	2.58

C. Description of Each Drainage Area

E-1: This area represents the on-site and off-site area that discharges into the existing regional detention basin. An SCS curve number of 76 has been applied to this area.

E-2: This area represents the on-site area that discharges towards the south. An SCS curve number of 74 has been applied to this area.

E-3: This area represents the on-site area that discharges towards the west, but not into the existing regional detention basin. An SCS curve number of 74 has been applied to this area.

D. Table Summarizing Input Data

Table IV.D.1 – Pre-Developed Input Area Data

Sub-Area Name	Area	CN	TOC (minutes)
E-1	46.28	76	12.00
E-2	6.16	74	7.34
E-3	2.58	74	5.00

E. Table Summarizing Peak Runoff Rates

Table IV.E.1 – Pre-Developed Peak Runoff Rate

Sub-Area Name	2-Year (cfs)	10-Year (cfs)	100-Year (cfs)
E-1	88.62	180.38	364.30
E-2	11.85	25.23	52.38
E-3	5.35	11.37	23.62
POI E-1	27.19	33.29	41.38
POI E-2	11.85	25.23	52.38
POI E-3	5.35	11.37	23.62

V. Proposed Conditions Analysis

A. Proposed Drainage Area Map

See the appendix (Post-Developed Drainage Area Map) for all drainage areas and outfall locations. See Table V.A.1 for a summary of the drainage areas.

Table V.A.1 – Post-Developed Drainage Areas

Drainage Area	Total Area (acres)
P-1 A	18.38
P-1 B	6.88
P-1 C	14.79
P-1 D	6.53
P-2 A	6.54
P-2 B	0.48
P-3	1.92

B. Narrative Description of All Proposed Drainage Areas

P-1 A: This area represents the on-site and off-site area that discharges into the proposed detention basin #1. An SCS curve number of 82 has been applied to this area. This curve number reflects a post developed scenario assumption just as the Blue Mills Detention Basin construction plans did when the regional basin was designed and installed. This is an acceptable approach for assumption of future development. Discharge from this drainage area will flow through proposed detention basin #1, and then through proposed detention basin #2, and then through the existing detention basin.

P-1 B: This area represents the on-site and off-site area that discharges into the proposed detention basin #2. An SCS curve number of 82 has been applied to this area. Discharge from this drainage area will flow through proposed detention basin #2 and then through the existing detention basin.

P-1 C: This area represents the on-site area that discharges into the existing detention basin #2. An SCS curve number of 82 has been applied to this area. Discharge from this drainage area will flow through the existing detention basin.

P-1 D: This area represents the on-site area that discharges into the proposed detention basin #3. An SCS curve number of 82 has been applied to this area. Discharge from this drainage area will flow through proposed detention basin #3 and then through the existing detention basin.

P-2 A: This area represents the on-site area that discharges into the proposed detention basin #4. An SCS curve number of 82 has been applied to this area.

P-2 B: This area represents the on-site area that does not discharge into the proposed detention basin #4 due to existing topography and vertical constraints. An SCS curve number of 74 has been applied to this area.

P-3: This area represents the on-site area that discharges towards the west, but not into the existing regional detention basin, matching the pre-developed scenario. An SCS curve number of 74 has been applied to this area.

C. Table Summarizing Input Data

Table V.C.1 – Post-Developed Input Area Data

Sub-Area Name	Area	CN	TOC (minutes)
P-1 A	18.38	82	10.00
P-1 B	6.88	82	5.00
P-1 C	14.79	82	10.00
P-1 D	6.53	82	5.00
P-2 A	6.54	82	5.00
P-2 B	0.48	74	5.00
P-3	1.92	74	10.00

D. Table Summarizing Peak Runoff Rates

Table V.D.1 – Post-Developed Peak Runoff Rate

Sub-Area Name	2-Year (cfs)	10-Year (cfs)	100-Year (cfs)
P-1 A	48.05	88.73	166.16
P-1 B	20.65	38.27	71.61
P-1 C	38.58	71.41	133.72
P-1 D	19.60	36.33	67.96
P-2 A	19.63	36.38	68.07
P-2 B	0.83	1.76	3.66
P-3	3.49	7.37	15.25
POI P-1	28.22	33.37	40.35
POI P-2	1.99	10.21	16.95
POI P-3	3.49	7.37	15.25

E. Table Summarizing Pre-Developed, APWA Allowable, and Proposed Peak Runoff Rates

Table V.E.3 – Post-Developed Allowable Peak Runoff Rate based on 2011 APWA 5608.4 C

Post-Developed				Pre-Developed			Pre-Developed Rates			APWA Allowable Rates						Proposed Rates		
POI	Area Name	Status	Area	POI	Area Name	Area	2-Yr (cfs)	10-Yr (cfs)	100-Yr (cfs)	2-Yr Rate (cfs/acre)	2-Yr (cfs)	10-Yr Rate (cfs/acre)	10-Yr (cfs)	100-Yr Rate (cfs/acre)	100-Yr (cfs)	2-Yr (cfs)	10-Yr (cfs)	100-Yr (cfs)
POI P-1	P-1 A	On & Off Site Detained	18.38	POI E-1	E-1	46.28	88.62	180.38	364.30	0.5	23.14	2.0	92.56	3.0	138.84	48.05	88.73	166.16
POI P-1	P-1 B	On & Off Site Detained	6.86													20.65	38.27	71.61
POI P-1	P-1 C	On Site Detained	14.87													38.58	71.41	133.72
POI P-1	P-1 D	On Site Detained	6.40													19.60	36.33	67.96
POI P-1				**POI E-1**			**27.19**	**33.29**	**41.38**	**23.14**		**92.56**		**138.84**		**28.22**	**33.37**	**40.35**
POI P-2	P-2 A	On Site Detained	5.53	POI E-2	E-2	6.16	11.85	25.23	52.38	0.5	3.08	2.0	12.32	3.0	18.48	19.63	36.38	68.07
POI P-2	P-2 B	On Site Undetained	0.78													0.83	1.76	3.66
POI P-2				**POI E-2**			**11.85**	**25.23**	**52.38**	**3.08**		**12.32**		**18.48**		**1.99**	**10.21**	**16.95**
POI P-3	P-3	On Site Undetained	2.59	POI E-3	E-3	2.58	5.35	11.37	23.62	0.5	1.29	2.0	5.16	3.0	7.74	3.49	7.37	15.25
POI P-3				**POI E-3**			**5.35**	**11.37**	**23.62**	**1.29**		**5.16**		**7.74**		**3.49**	**7.37**	**15.25**

Comprehensive values utilizing 0.5 cfs (2-YR), 2 cfs (10-YR), and 3 cfs (100-YR) per site-acre applied to pre-developed on-site drainage areas only. The release rates in RED are the rates that were used as the maximums for each POI. See section VI. Conclusions and Recommendations for more explanation on release rates per POI.

F. Tables Summarizing Detention/Retention Input Data and Results

Table V.F.1 –Detention Basin - Existing Input Data

	ELEV
30" Culvert (Upstream Invert)	854.30
21" Dia. Orifice Plate	854.30
4-Sided Throat Openings	856.77
87' Overflow Weir	866.00
Top of Basin	867.00

Information shown was collected from a combination of recent field survey and the Blue Mills Detention Basin As-builts (See Appendix)

Table V.F.2 – Detention Basin – Existing Results

	2-Year	10-Year	100-Year	100-Year*
Basin (IN)	89.20	147.99	255.30	255.11
Basin (OUT)	28.22	33.37	40.35	230.67
Basin WSE	860.71	862.50	865.49	866.92
Freeboard	**6.29**	**4.50**	**1.51**	**0.08**

**Assumes zero flow through primary outlet with subsequent 1% storm event*

Table V.F.3 –Detention Basin – Proposed #1 Input Data

	ELEV
30" Culvert (Upstream Invert)	868.80
Top of Basin	882.50

Table V.F.4 – Detention Basin – Proposed #1 Results

	2-Year	10-Year	100-Year
Basin (IN)	48.05	88.73	166.16
Basin (OUT)	35.46	50.45	72.89
Basin WSE	872.79	875.24	880.43
Freeboard	**9.71**	**7.26**	**2.07**

Table V.F.5 –Detention Basin – Proposed #2 Input Data

	ELEV
60' Weir	870.00
Top of Basin	872.00
Permanent Water Surface Elevation	870.00

Table V.F.6 – Detention Basin – Proposed #2 Results

	2-Year	10-Year	100-Year
Basin (IN)	50.27	76.35	122.41
Basin (OUT)	49.89	75.97	120.77
Basin WSE	870.54	870.71	870.97
Freeboard	**1.46**	**1.29**	**1.03**

Table V.F.7 –Detention Basin – Proposed #3 Input Data

	ELEV
6" Culvert (Upstream Invert)	866.60
100' Overflow Weir*	876.90
Top of Basin	878.50

**Assumes zero flow through primary outlet with subsequent 1% storm event*

Table V.F.8 – Detention Basin – Proposed #3 Results

	2-Year	10-Year	100-Year	100-Year*
Basin (IN)	19.60	36.33	67.96	67.96
Basin (OUT)	1.25	1.47	1.77	65.39
Basin WSE	870.42	872.70	876.33	877.25
Freeboard	**8.08**	**5.80**	**2.17**	**1.25**

**Assumes zero flow through primary outlet with subsequent 1% storm event*

Table V.F.9 –Detention Basin – Proposed #4 Input Data

	ELEV
18" Culvert (Upstream Invert)	875.40
1.5" Dia. Orifice (WQ)	875.50
0.4' x 0.5' Orifice (2yr)	877.40
0.4' x 4' Orifice (10/100yr)	879.00
4' x 4' Riser*	882.40
20' Overflow Weir*	882.40
Top of Basin	885.40

**Assumes zero flow through primary outlet with subsequent 1% storm event*

Table V.F.10 – Detention Basin – Proposed #4 Results

	2-Year	10-Year	100-Year	100-Year*
Basin (IN)	19.63	36.38	68.07	68.07
Basin (OUT)	1.90	9.37	14.75	59.49
Basin WSE	879.05	880.01	881.82	883.10
Freeboard	**6.35**	**5.39**	**3.58**	**2.30**

**Assumes zero flow through primary outlet with subsequent 1% storm event*

G. Undetained Drainage Areas

There are two areas within this development which are undetained: P-2B and P-3. Both are fringe areas are undetained due to elevation and grading constraints.

H. Water Quality Requirements

The proposed development is providing stormwater treatment per APWA 5608.4 and Chapter 6 of the MARC/APWA BMP Manual. As indicated in this study the proposed stormwater treatment are dry detention basins with a 1.37" storm release over a 40-hour period.

I. Water Quality Summary

Figure V.I.1 – Detention Basin - Existing WQ Results

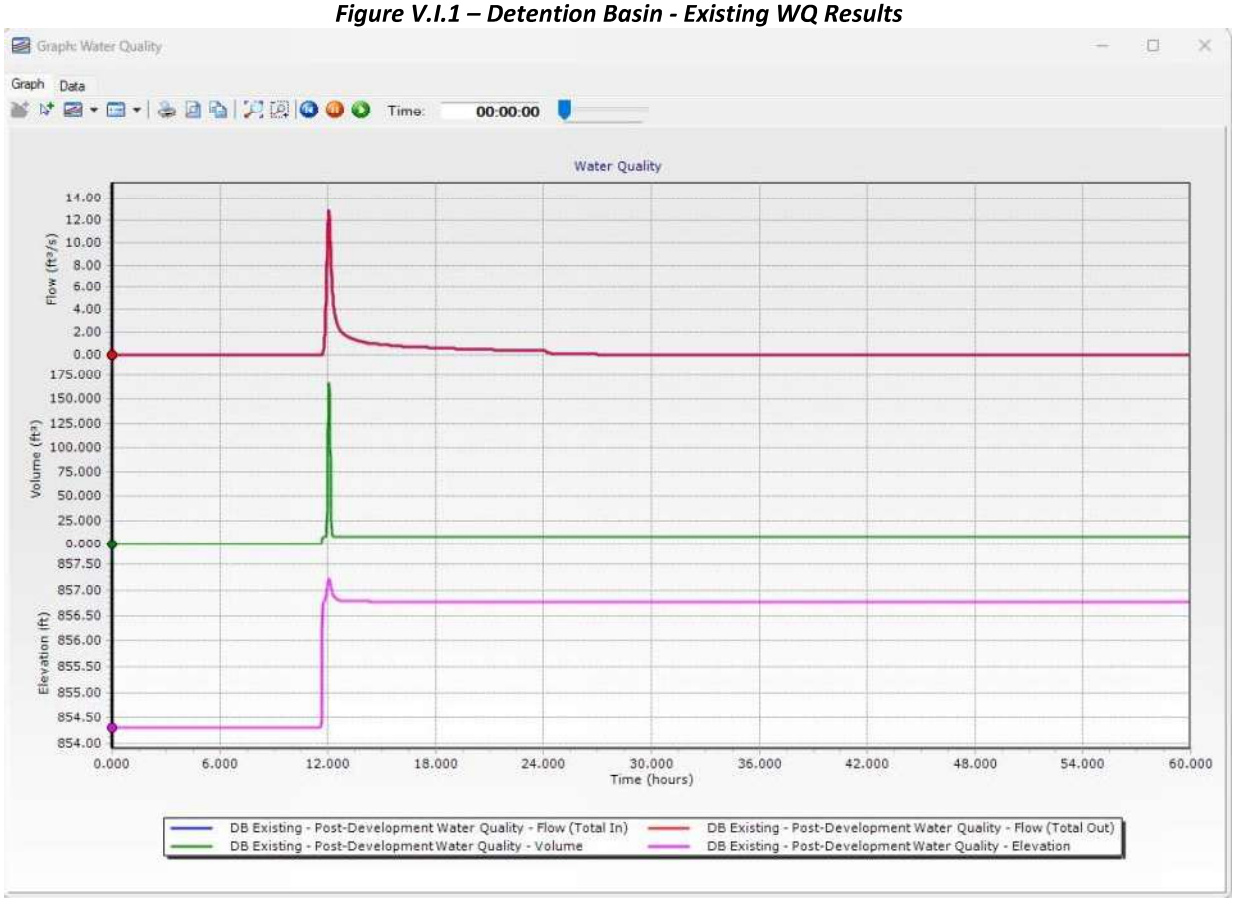
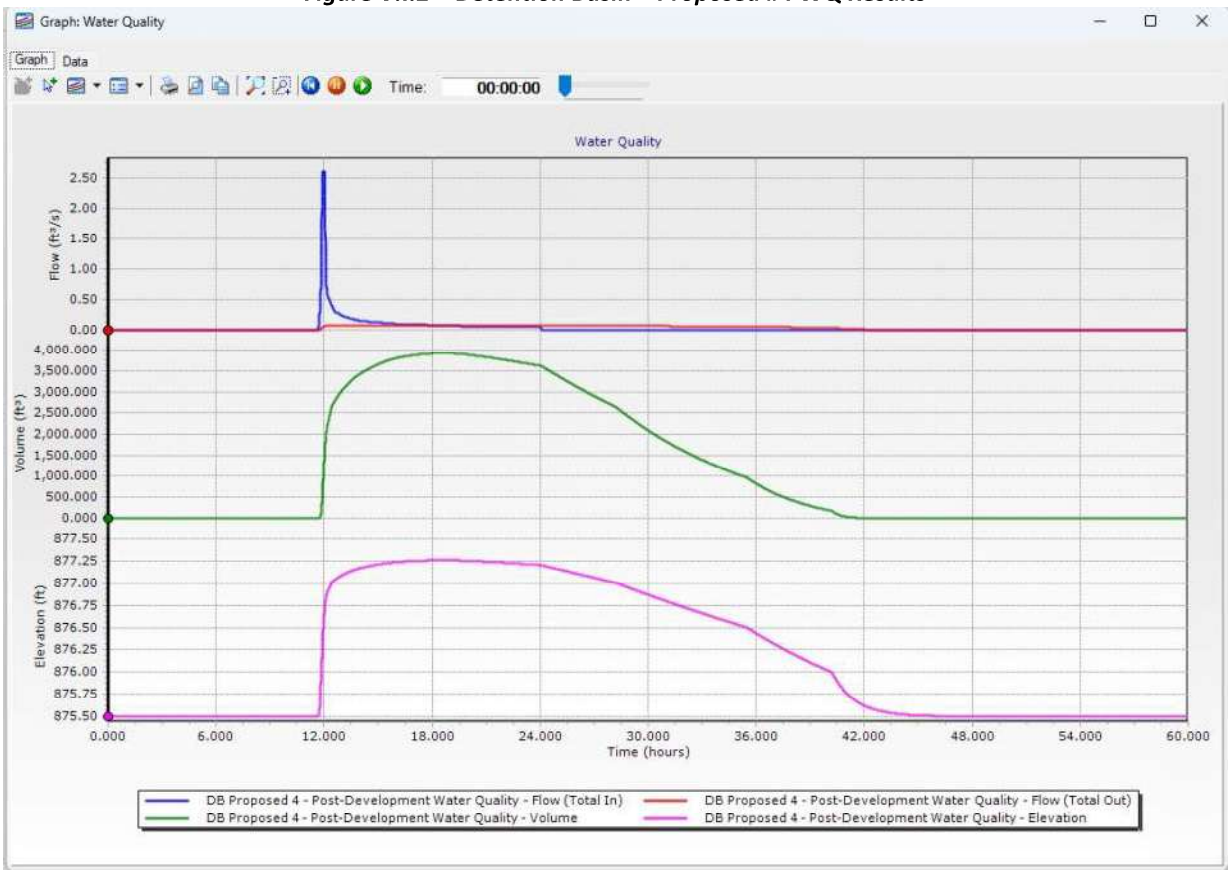


Figure V.I.2 – Detention Basin – Proposed #4 WQ Results



VI. Conclusions and Recommendations

A. Overview of the Report

The proposed development provides comprehensive stormwater management through a system of detention basins designed to control runoff from the 2-, 10-, 100-, and subsequent 100-year storm events in accordance with applicable APWA criteria.

Detention Basin Existing, Proposed #1, #2, and #3
As part of this study, the existing Blue Mills Detention Basin was evaluated using a combination of recent field survey and available as-built plans to confirm basin geometry and outlet structure characteristics. At the direction of the City of Independence, NOAA Atlas 14 rainfall data was used in lieu of the NRCS rainfall data originally used in the basin design.

When evaluated under current rainfall criteria and full buildout conditions, the existing basin exhibits reduced performance relative to its original design assumptions, including modeled water surface elevations exceeding the existing overflow weir elevation (866.00) under certain conditions. Additionally, review of the as-built documentation indicated

that previously assumed times of concentration (Tc) for post-developed tributary areas may be higher than typical values for similar conditions.

To address these limitations, additional upstream detention (Proposed Basins #1, #2, and #3) has been incorporated into the design. These basins provide supplemental storage and attenuate peak flows prior to entering the existing basin, allowing the combined system to:

- Maintain routed water surface elevations below the existing overflow weir for the 2-, 10-, and 100-year storm events, and
- Produce discharge rates that are consistent with those documented in the original Blue Mills Detention Basin as-built analysis.

Based on these results, the proposed system is expected to perform comparably to the originally intended design under full buildout conditions, with no increase in peak discharge at the evaluated points of interest.

Detention Basin Proposed #4

Proposed Basin #4 is designed to provide water quality treatment and quantity control for its tributary drainage area. The basin captures and releases the water quality event (1.37-inch rainfall) over an approximate 40-hour duration in accordance with APWA and MARC BMP Manual guidance.

The basin also safely conveys larger storm events, with the subsequent 100-year storm routed through a 4-foot by 4-foot riser and a 20-foot weir functioning as the emergency spillway. The design provides:

- 0.58 feet of freeboard between the 100-year water surface elevation and the emergency spillway crest, and
- 2.30 feet of freeboard between the subsequent 100-year water surface elevation and the top of dam,

both of which meet applicable APWA criteria.

Post-developed release rates from this basin are less than both the pre-developed peak flows and the APWA allowable release rates for the contributing drainage area. Accordingly, no increase in peak discharge is anticipated at the downstream point of interest.

Drainage area P-2B is not detained due to elevation and grading constraints; however, this area does not adversely impact downstream conditions based on the modeled results.

POI E-3/P-3

Drainage area P-3 is not detained due to elevation and grading constraints and consists primarily of areas that remain largely unchanged under post-developed conditions. For this reason, allowable release rates at this point of interest were based on pre-developed conditions.

Modeled post-developed peak flows at this location do not exceed pre-developed peak rates, indicating that the proposed condition does not result in increased downstream runoff impacts at this point of interest.

B. List of Requested Waivers

None

Hg Consult Inc engineers planners

7733 N. Wallace Avenue | Kansas City, MO 64158 | 816.912.4720 | www.HgCons.com

ARBORLYN AT BLUE TRACE (WARD DEVELOPMENT)

Hg Consult PN: 25.028

Prepared For:
Mr. Mark Green
City Traffic Engineer
Independence Municipal Services

May 11, 2026

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Executive Summary

This traffic study evaluates the potential traffic impacts of a proposed 196-lot single-family residential development in Independence, Missouri, with access at Little Blue Parkway and E. 16th Street. The analysis reviews existing traffic conditions and projected conditions with the proposed development, focusing on site access locations and nearby study intersections. Intersection operations and potential auxiliary turn lane needs were also evaluated based on projected traffic volumes. The results are intended to identify any traffic-related concerns and determine whether operational improvements may be necessary to accommodate development traffic. The project location and surrounding roadway network are shown in **Figure 1**.

Figure 1: Site Location

Existing Conditions

E 16th Street North is a residential roadway located within the Blue Mills Subdivision. The roadway extends east approximately .26 miles from N Blue Mills Road and includes two residential intersections before terminating at a dead-end spur on the eastern limits. N Blue Mills Road is a two-lane roadway that provides access to a signalized intersection with US-24 to the north.

US-24 is an east-west four-lane divided roadway with a posted speed limit of 50 miles per hour. According to the Missouri Department of Transportation (MoDOT) Roadway Classification Map, this segment of US-24 is classified as an "Other Freeway and Expressway".

Along the eastern boundary of the proposed site is Little Blue Parkway, a north-south roadway posted at 45 miles per hour and is classified as "Other Freeway and Expressway". Little Blue Parkway connects to US-24 to the north and E Bundschu Road to the south. For approximately 0.72 miles to the north of E Bundschu Road, Little Blue Parkway is a 4-lane divided roadway with a grass median. North of this segment, the roadway transitions to an undivided 2-lane roadway section as it continues toward US-24.

Bundschu Road is an east-west, two-lane roadway posted at 35 miles per hour and is classified by MoDOT as a "Major Collector".

Proposed Site

The proposed project site is zoned R-6 (Residential) and is planned to include 181 single-family residential lots. Internal circulation will utilize a public residential street network designed to connect to the surrounding roadway system at two access points. **Figure 2** shows the site plan, also see **appendix A**.

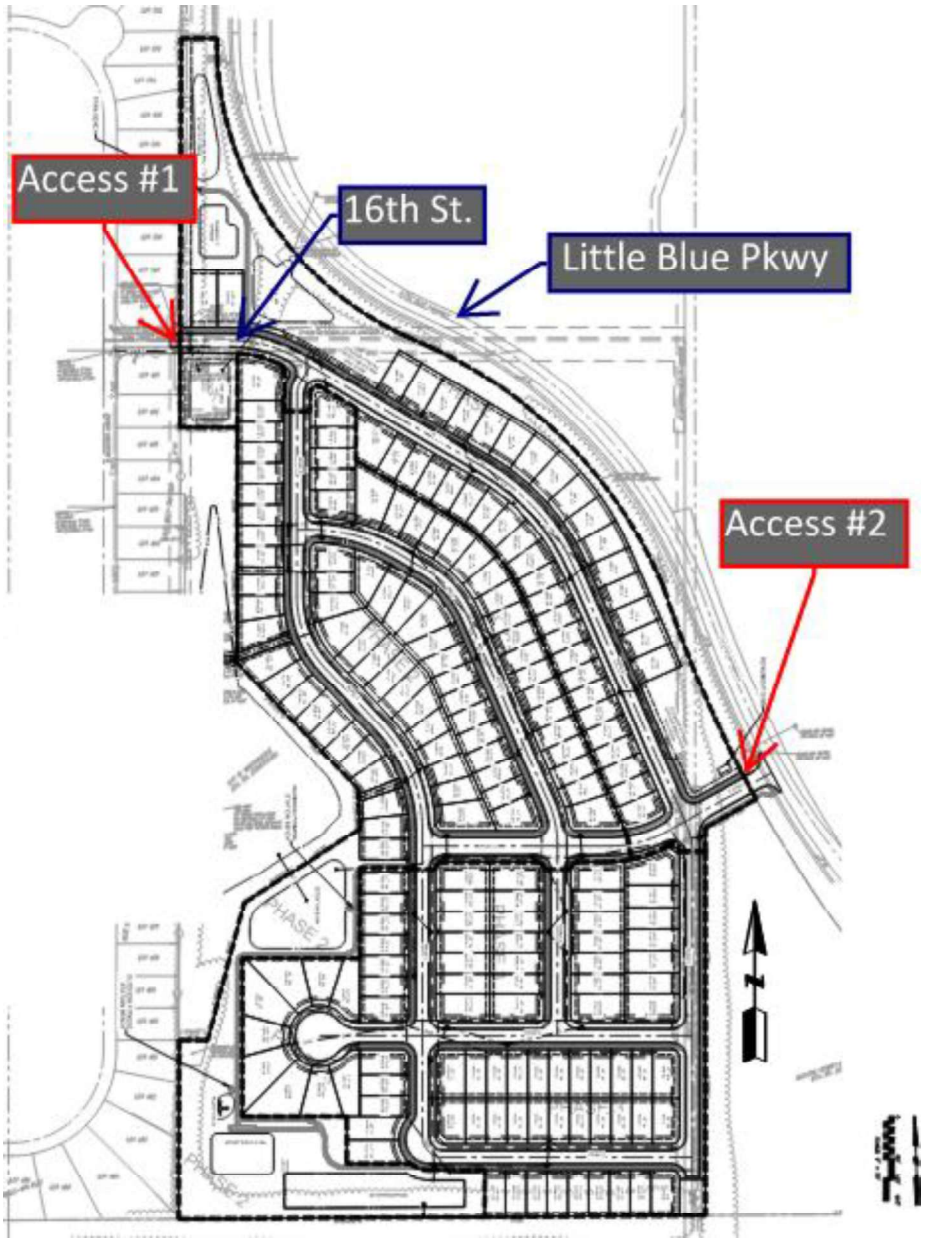

Figure 2: Site Plan

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Site Access

The proposed development includes two primary access locations spaced approximately 1,554 feet apart. The access configuration is intended to distribute site traffic between the adjacent local street network and the arterial roadway system.

Western Access:
The western access, which we will reference as **access #1,** will extend the existing E. 16th Street North connection through the Blue Mills subdivision. Traffic primarily utilizing this access will route west to N. Blue Mills Road and north to the signalized intersection at US-24. This connection provides access to the existing collector street network and supports distribution toward US-24 via Blue Mills Road.

Eastern Access:
The eastern access, which we will refer to as **access #2** will provide a direct connection to Little Blue Parkway. This access will accommodate northbound movements toward the US-24 interchange and southbound movements toward E. Bundschu Road and the surrounding arterial system. This accesses location is between US-24 & Little Blue Parkway and Little Blue Parkway & Bundschu Road.

The proposed access configuration distributes traffic between the subdivision street network and the adjacent arterial corridor, reducing reliance on a single access point and providing operational flexibility within the surrounding roadway system. No connection is proposed to the south toward Powell Road, as the development will terminate at the southern limit.

Sight Distance

A sight distance analysis was completed for the proposed access at Access #2 connecting to Little Blue Parkway. The analysis was conducted in accordance with AASHTO's A Policy on Geometric Design of Highways and Streets to evaluate the intersection sight distance required for vehicles exiting the site drive onto Little Blue Parkway. Although the posted speed limit is 45 mph, the City of Independence requested that the analysis be based on a design speed of 55 mph. Based on AASHTO criteria, a minimum intersection sight distance of 610 feet is required for a single-unit vehicle crossing one lane of traffic in each direction at 55 mph.

A field visit was conducted to measure the available sight distance at the proposed access location. Measurements were taken from a driver eye height of 3.5 feet above the roadway surface at the proposed access point to approaching vehicles in both directions along Little Blue Parkway, consistent with AASHTO sight distance criteria. The observed sight distance reached at least the minimum required 610 feet in both directions. Field observations indicated that sight distance continued to increase beyond the minimum measured location, therefore, measurements were not extended to determine the maximum available sight distance. The available sight distance is summarized in **Table 1** and exceeds the minimum AASHTO requirements.

Sight Distance					
Site Access	**Looking North**	**Looking South**	**Required Distance**	**Meets Requirements**	**Notes**
Access#2 to Little Blue PKWY.	>700 FT	>700 FT	610 FT	YES	Posted speed 45mph, using design speed of 55mph.

Table 1: Sight Distance

Trip Generation

The proposed development consists of 196 single-family residential lots. Trip generation for the development was estimated using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition. The land use category Single-Family Detached Housing (ITE Land Use Code 210) was used to estimate vehicle trip activity associated with the proposed development.

Trip generation estimates were calculated based on the number of dwelling units (181 lots) using the applicable weekday AM peak hour, and weekday PM peak hour trip generation rates published in the ITE manual. The resulting trip generation estimates for the proposed development are summarized in **Table 2**.

Per the City of Independence Traffic Impact Policy and Guidelines, analysis of weekday and weekend peak generation for retail developments greater than five acres may be required. Since the proposed development is residential in nature, this analysis is not applicable to the project. Additionally, the policy notes that midday traffic volumes associated with school release peak periods may be evaluated when applicable. Given the proposed land use and study area conditions, a midday peak period analysis is not warranted for this development.

Average Daily, AM, and PM Trip Generation						
Land Use	**Size**	**Variable**	**AM Peak**		**PM Peak**	
			IN	**OUT**	**IN**	**OUT**
210- Single Family Detached Housing	196	Units	34	103	118	69
		Total New Trips	34	103	118	69
			136		**187**	

Table 2: Trip Generation

Trip Distribution

Trip distribution for the proposed development was estimated based on existing traffic patterns within the surrounding roadway network, consistent with the methodology described in the Missouri Department of Transportation Engineering Policy Guide (EPG) Section 905.3.4.8.4. This approach derives

trip distribution percentages using observed traffic patterns and travel behavior from existing roadway volumes and nearby developments with similar characteristics.

Because the proposed development is located adjacent to an existing residential neighborhood, the surrounding roadway network already reflects typical travel patterns associated with similar land uses. Existing traffic volumes and directional flow patterns on the adjacent roadway system were therefore used to establish the percentage distribution of site-generated trips during the AM and PM peak hours.

The resulting distribution percentages were applied to the projected site-generated traffic to determine how trips would distribute to the surrounding roadway network. The distributed site-generated traffic was then added to the existing traffic volumes to develop the future traffic volumes representing existing conditions plus traffic associated with the proposed development.

An exhibit illustrating the AM and PM peak hour trip distribution patterns is provided in the Appendix. These distributed volumes were used in the operational analysis to compare existing traffic conditions with conditions that include traffic generated by the proposed development.

Future Traffic Conditions

A review of the City's Future Land Use Map **Figure 3** and see Appendix E, indicates that the project site is primarily surrounded by existing and planned residential land uses. Limited areas near the US-24 corridor are identified for neighborhood commercial and civic/public uses; however, these areas are relatively small in scale and are generally surrounded by residential development with connections to US-24. As such, future traffic patterns in the study area are expected to remain largely residential in nature, with no indication of significant high-intensity land uses that would substantially alter traffic conditions beyond what is evaluated herein.

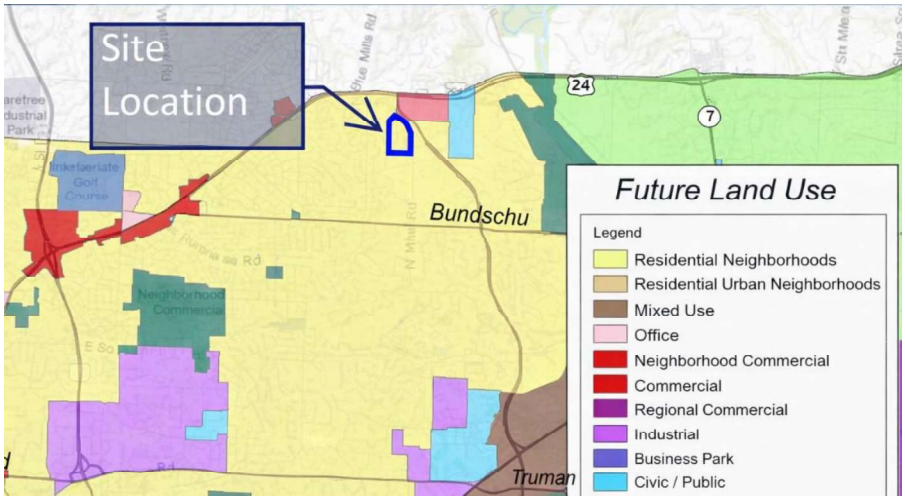


Figure 3: Future Land Use 9 (see Appendix E for full map)

In addition, a parcel located east of Little Blue Parkway, directly across from the proposed development, is identified as Residential Neighborhoods on the Future Land Use Map and is approximately 25 acres in size. While no specific development plan is currently available, a planning-level evaluation of this parcel was included to understand how future buildout in the immediate area could influence intersection operations.

For purposes of this analysis, the parcel was assumed to develop as single-family residential, consistent with the proposed development and surrounding land use designations. Based on the approximate acreage, a conservative estimate of 200 residential units was used to represent potential future development. This assumption is intended to reasonably reflect potential traffic demand without overstating future conditions.

From a planning perspective, it is anticipated that future development of this parcel would align with Access #2 along Little Blue Parkway, resulting in a four-leg intersection. This configuration was used to evaluate future traffic operations and potential impacts under long-term conditions.

Estimated trip generation for this assumed development scenario is summarized in **Table 3** and was incorporated into the future traffic analysis, including traffic operations modeling, trip distribution, and auxiliary turn lane evaluations.

For 25ac lot to the East of Little Blue PWKY: Average Daily, AM, and PM Trip Generation						
Land Use	Size	Variable	AM Peak		PM Peak	
			IN	OUT	IN	OUT
210- Single Family Detached Housing	200	Units	35	105	120	71
		Total New Trips	35	105	120	71
			140		191	

Table 3: Trip Generation – Future adjacent lot

Future traffic volumes were projected using a combination of historical data, available traffic trends, and engineering judgment based on roadway classification and surrounding land use. A review of available MoDOT AADT data was performed to understand recent traffic trends within the study area. The End-Point Compound Annual Growth Rate (CAGR) method was used as a starting point to estimate annual growth rates, with adjustments made as appropriate to reflect long-term conditions and avoid overestimating future traffic volumes. Growth rates were then applied by approach based on the roadway each movement is associated with, so that projections reflect how traffic is entering and leaving the study area.

Historical AADT data for US-24 between 2021 and 2025 indicates an average annual growth rate of approximately 3.2 percent. However, this rate reflects short-term trends over a limited time period and may not be representative of long-term conditions. To provide a more realistic projection, a reduced

annual growth rate of 1.5 percent was applied for US-24, which is consistent with typical long-term growth rates for arterial roadways in developed areas.

For Little Blue Parkway, historical AADT data from 2021 through 2025 indicates relatively stable traffic volumes, with 2022 appearing higher than surrounding years. Based on the overall trend, an annual growth rate of approximately 0.7 percent was applied.

Bundschu Road did not have available historical count data; therefore, a modest annual growth rate of 0.5 percent was assumed to reflect typical low-volume roadway growth in developing areas.

Traffic volumes on local neighborhood roadways, including Blue Mills Road, were assumed to remain constant with a 0 percent background growth rate. These facilities primarily serve existing residential traffic and are not expected to experience significant changes in through traffic over time.

Future conditions were evaluated for a 20-year horizon to represent long-term operations of the roadway network. While this represents a long-range planning scenario, the selected growth rates reflect conservative, reasonable assumptions intended to avoid overstating future traffic conditions.

The proposed development consists of a fixed number of residential units; therefore, the site-generated traffic associated with the project will not increase beyond the volumes evaluated in this study. Any additional traffic growth in the area would be related to future development of surrounding properties, which should be evaluated independently as those projects are proposed. From a planning perspective, it would be beneficial for future access points along the east side of Little Blue Parkway to align with Access #2 associated with the proposed development. Consolidating access in this manner would help manage turning movements at a single intersection and allow for more efficient implementation of operational improvements, if warranted, rather than creating multiple closely spaced or offset intersections. As development occurs, future traffic studies should evaluate how new land uses may influence travel patterns and intersection operations within the surrounding roadway network.

Access #2 also maintains adequate spacing from nearby intersections, including US-24 and Bunch Hollow Road, and therefore does not present concerns related to intersection spacing at this time. The spacing of this access point is appropriate to accommodate future growth and allows for potential improvements to be implemented, if needed.

Traffic Operation

Traffic operations at the study intersections were analyzed using Synchro traffic modeling software, which applies methodologies from the Highway Capacity Manual (HCM) to evaluate intersection performance. Synchro calculates several Measures of Effectiveness (MOEs) based on traffic volumes, lane configurations, and intersection control type. Commonly evaluated MOEs include average control delay, queue lengths, and Level of Service (LOS).

Level of Service (LOS) is a qualitative measure used to describe the operating conditions of an intersection or roadway segment. The HCM defines LOS for signalized and unsignalized intersections based on the average control delay experienced by vehicles. LOS ranges from A to F, where LOS A represents free-flow conditions with minimal delay and LOS F represents highly congested conditions with significant delay. **Table 4** below gives the average vehicle delay ranges for each Level of Service.

For unsignalized (stop-controlled) intersections, Level of Service is determined based on the worst-performing approach rather than the overall intersection average. High volumes on the major (free flow) movements can result in lower overall average delay values, which may not fully reflect delays experienced by minor street approaches.

Level of Service	Control Delay per Vehicle (sec.)	
(LOS)	Signalized	Unsignalized
A	<= 10	<= 10
B	10-20	10-15
C	20-35	15-25
D	35-55	25-35
E	55-80	35-50
F	> 80	> 50

Table 4: Level of Services

Three traffic scenarios were evaluated as part of this study:

• Existing Conditions – Represents current traffic volumes observed during the peak study periods.
• Development Conditions – Represents existing traffic volumes with the addition of traffic generated by the proposed development.
• Future Conditions – Represents development conditions with the addition of projected background growth and concept future development on the other side of Little Blue PKWY.

The development condition volumes were developed by adding the distributed site-generated traffic to the existing peak hour traffic volumes within the study area.

For the signalized intersections, cycle lengths and phase splits were optimized in Synchro to establish a baseline timing plan. The optimized timing was then held constant for all the existing and development scenarios so that any differences in Level of Service reflect the effect of the added development traffic rather than changes in signal timing.

Operational performance was evaluated for each study intersection during the AM and PM peak hours, which evaluates individual approach operations. Average control delay and corresponding Level of Service (LOS) were calculated and compared between existing and development conditions.

Results of the analysis are summarized in the following tables. **Table 5** presents the AM peak hour comparison of delay and LOS for each study intersection and approach under existing and development conditions, while **Table 6** presents the same comparison for the PM peak hour.

AM PEAK LOS & Delay – Approach + Intersection Summary							
Intersection	Movement	Existing (2026)		Development		Future (2046)	
		LOS	Delay (s)	LOS	Delay (s)	LOS	Delay (s)
US-24 and Blue Mills Rd. (Signal)	EB	C	20.60	C	20.90	C	22.10
	WB	C	23.00	C	23.10	C	27.50
	NB	A	8.80	A	9.00	B	10.50
	SB	B	12.60	B	12.90	B	14.70
US-24 and Little Blue Pkwy. (Signal)	EB	B	16.10	B	16.10	B	16.70
	WB	B	11.30	B	11.40	B	11.50
	NB	A	8.40	A	8.60	B	10.60
	-						
Little Blue Pkwy. And Bundschu Rd. (Signal)	EB	B	18.80	B	18.80	B	18.90
	WB	C	21.60	C	21.60	C	21.80
	NB	A	7.00	A	7.10	A	7.50
	SB	A	7.60	A	7.80	A	8.40
16TH and Blue Mills Rd. (Stop-Controled*)	EB*	A	9.33	A	9.72	A	9.72
	WB*	A	8.73	A	8.89	A	8.89
	NB	FREE	0.00	FREE	0.00	FREE	0.00
	SB	FREE	1.36	FREE	2.99	FREE	2.99
Access #2 and Little Blue Pkwy (Stop-Controled*)	EB*	-	-	A	9.91	B	10.64
	-	-	-	-	-	B	12.04
	NB	FREE	FREE	FREE	0.54	FREE	0.44
	SB	FREE	FREE	FREE	0.00	FREE	0.77

Table 5: LOS & Delay for AM Peak

PM PEAK LOS & Delay – Approach + Intersection Summary							
Intersection	Movement	Existing (2026)		Development		Future (2046)	
		LOS	Delay (s)	LOS	Delay (s)	LOS	Delay (s)
US-24 and Blue Mills Rd. (Signal)	EB	C	26.10	C	26.70	D	38.40
	WB	C	23.10	C	23.30	C	26.50
	NB	A	9.40	A	9.80	B	11.20
	SB	B	13.20	B	13.90	B	15.50
US-24 and Little Blue Pkwy. (Signal)	EB	B	15.50	B	15.60	B	17.80
	WB	B	10.50	B	10.60	B	10.50
	NB	B	10.30	B	10.70	B	14.10
	-						
Little Blue Pkwy. And Bundschu Rd. (Signal)	EB	B	19.50	B	19.40	B	19.50
	WB	C	22.20	C	22.30	C	22.60
	NB	A	6.80	A	7.00	A	7.50
	SB	A	8.70	A	8.80	A	9.40
16TH and Blue Mills Rd. (Stop-Controled*)	EB*	A	10.18	B	11.61	B	11.61
	WB*	A	8.76	A	8.96	A	8.96
	NB	FREE	0.35	FREE	0.35	FREE	0.35
	SB	FREE	2.19	FREE	3.81	FREE	3.81
Access #2 and Little Blue Pkwy (Stop-Controled*)	EB*	-	-	B	11.2	B	14.07
	-	-	-	-	-	B	13.76
	NB	FREE	FREE	FREE	1.2	FREE	0.89
	SB	FREE	FREE	FREE	0.0	FREE	1.52

Table 6: LOS & Delay for PM Peak

Overall, the results indicate that the addition of traffic from the proposed development is not expected to result in operational impacts. Under both AM and PM peak hour conditions, the study intersections continue to operate at acceptable Levels of Service, with only minor changes in average delay. In most cases, the change in delay between existing and development conditions is minimal and does not result in a change in LOS.

Locations where larger increases in delay are observed are primarily associated with the US-24 signalized intersection under future conditions. These increases reflect long-term background growth assumptions and the use of fixed, optimized signal timing for comparison purposes, rather than the impact of the proposed development. In practice, MoDOT routinely collects traffic data and evaluates signal performance to optimize signal timing as part of their normal operations.

Based on the results of the traffic operations analysis, the study intersections are expected to continue operating at acceptable levels, and no operational improvements are anticipated to be necessary to accommodate traffic generated by the proposed development.

Auxiliary Turn Lanes

Auxiliary turn lanes were evaluated for the proposed site access #2 along Little Blue Parkway to determine whether dedicated turn lanes are warranted to accommodate turning movements associated with the development. Although this project is not located on a MoDOT facility, the Missouri Department of Transportation Engineering Policy Guide (EPG 940.9) provides widely accepted criteria for evaluating auxiliary turn lanes. Therefore, the MoDOT EPG guidelines and warrant charts were used to evaluate the need for left- and right-turn lanes at the proposed access #2 location.

Access #1 will connect directly to E. 16th Street and will function as a roadway tie-in rather than a driveway intersection. As a result, auxiliary turn lane warrants were not evaluated.

Access #2 will function as a three-legged intersection with Little Blue Parkway, with the access #2 drive being stopped controlled. At this location, the potential need for a southbound right-turn lane into the site and a northbound left-turn lane into the site was evaluated using traffic counts taken and the generated traffic counts added to the system. Both the posted speed of 45mph and design speed of 55mph are evaluated.

To assess long-term conditions, the analysis was conducted for the 2046 future year, which includes projected background traffic growth and site-generated traffic. Under these conditions, an additional planning-level evaluation was performed to consider how the intersection may operate if the undeveloped land east of Little Blue Parkway were to develop in a similar manner.

For this evaluation, a conceptual access point opposite Access #2 was assumed, resulting in a four-legged intersection condition. Traffic associated with this potential development was estimated using a comparable residential yield and similar directional distribution assumptions as the proposed development. The assumed development intensity and trip generation are consistent with those described in the Future Traffic Conditions section of this report. This approach allows for evaluation of additional turning movements, including southbound left-turns and northbound right-turns into the assumed eastern development.

This evaluation is intended to provide a reasonable representation of potential future conditions and is not based on a known or planned development.

All evaluations were conducted using both the posted speed of 45 mph and a design speed of 55 mph in accordance with MoDOT EPG guidance.

A summary of the traffic volumes used in the auxiliary lane evaluations is provided in **Table 7** and **Table 8**. These values represent the turning movement and opposing volumes used to evaluate right and left turn lane warrants for the 2026 proposed development along with the 2046 future conditions, including both the proposed development access and the assumed opposing access. The summarized data shown in Tables were used to develop the warrant charts presented in the following figures.

Left Turn Lane Data						
Peak	Direction	% Left Turns	Left Turns	Advancing Vol (x)	Opposing Vol (y)	Notes
AM	NBL	7%	7	98	177	Proposed Development 2026
PM	NBL	16%	38	236	189	
AM	NBL	6%	7	122	202	Proposed Development + Future 2046
PM	NBL	18%	38	214	214	and assumed development to the
AM	SBL	20%	23	115	115	2046 Assumed development to the
PM	SBL	19%	50	264	294	east SBR Entrance

Table 7: Right Turn Lane Data

Right Turn Lane Data				
Peak	Direction	Major Road Vol (x)	Right Turns (y)	Notes
AM	SBR	177	12	Proposed Development 2026
PM	SBR	189	27	
AM	SBR	225	12	Proposed Development + Future 2046
PM	SBR	264	27	and assumed development to the east
AM	NBR	122	13	2046 Assumed development to the east
PM	NBR	332	70	NBR Entrance

Table 8: Left Turn Lane Data

Figure 3 presents the right-turn lane guidance for a two-lane roadway based on MoDOT EPG criteria. Based on the evaluated conditions, right-turn volumes associated with the proposed development fall below the warrant thresholds during both the AM and PM peak hours, and in some cases are below the minimum values represented on the warrant charts. As such, a right-turn lane is not warranted for the proposed development under either the posted speed limit of 45 mph or the design speed of 55 mph.

Additional sensitivity analysis was performed to evaluate long-term conditions using projected 2046 traffic volumes. While the results indicate that a northbound right-turn lane may approach warrant conditions during the PM peak hour under the 55 mph design speed, this scenario reflects potential future area development beyond what is currently proposed. Based on the development evaluated in this study, no right-turn lane improvements are warranted at this time. However, this location may be worth monitoring as surrounding development occurs.

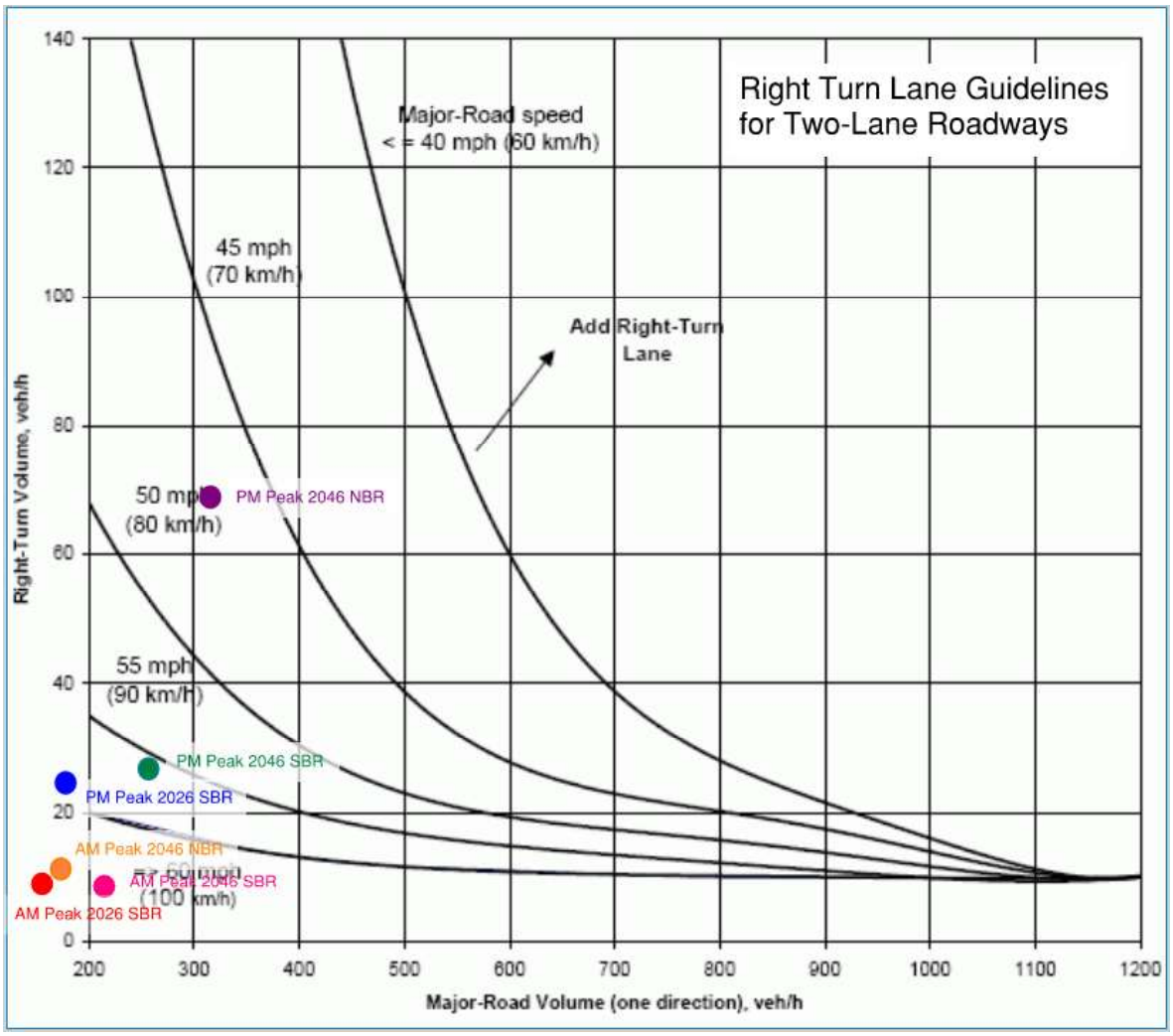


Figure 3: Right Turn Lane Guidelines for Two-Lanes Roadways (EPG 940.9.9)

Figure 4 presents the left-turn lane guidelines for a two-lane roadway with a posted speed of 45 mph based on MoDOT EPG criteria. Based on the evaluated conditions, the projected traffic volumes associated with the proposed development fall below the warrant thresholds during both the AM and PM peak hours. Detailed volume inputs and calculations are provided in **Table 8**. As such, a left-turn lane is not warranted under the 45 mph posted speed condition.

Additional evaluation was performed considering future traffic conditions, including projected 2046 volumes and potential development in the surrounding area. Under these conditions, the results remain below the warrant thresholds for both peak hours. Therefore, a left-turn lane is not warranted based on the conditions evaluated in this study, though future development may warrant reevaluation as traffic volumes increase.

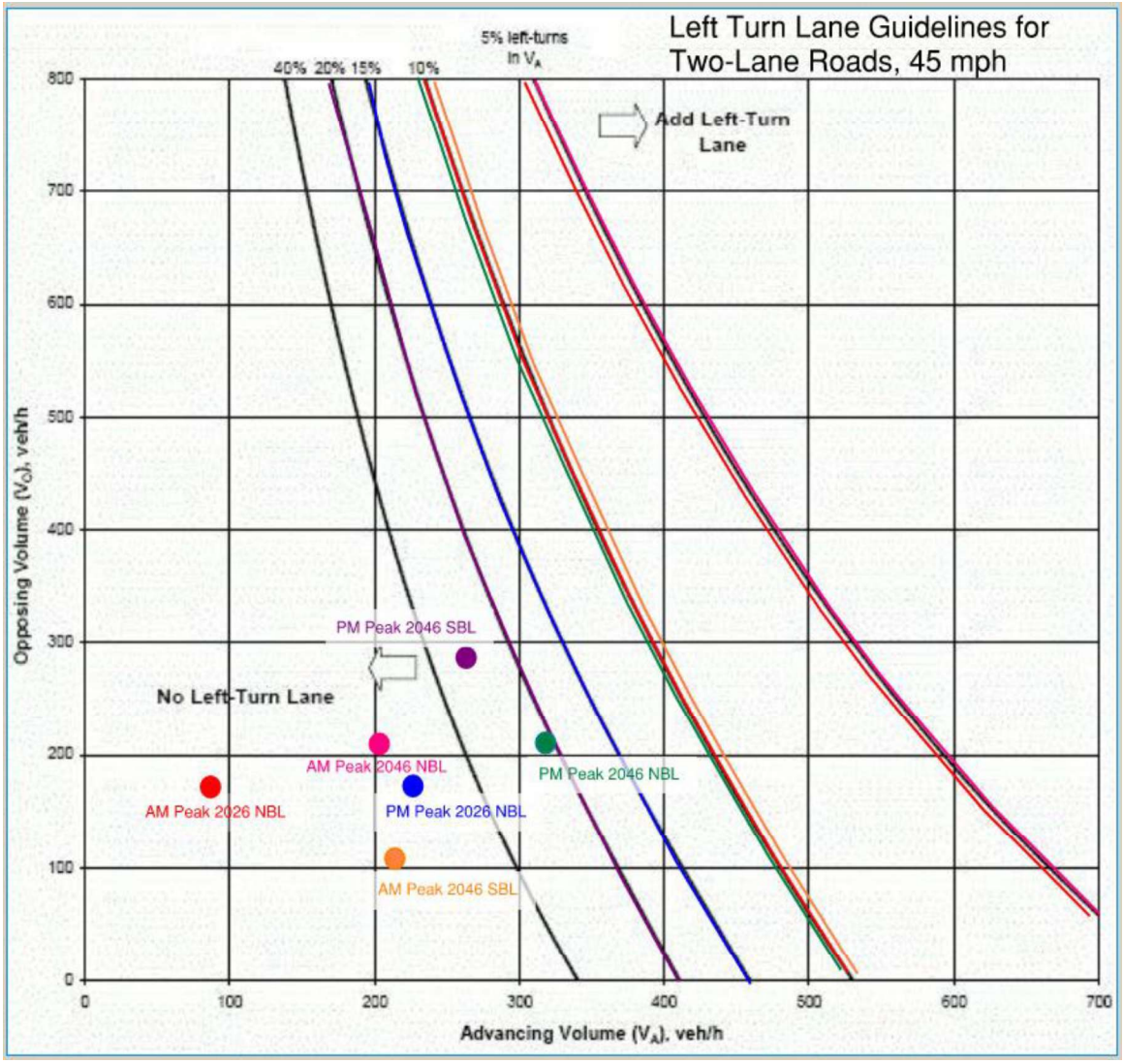


Figure 4: Left-Turn Lane Guidelines for Two-Lane Roads, 45mph (EPG 940.9.2)

Figure 5 presents the left-turn lane guidelines for a two-lane roadway with a design speed of 55 mph based on MoDOT EPG criteria. The same traffic volumes were evaluated for both the AM and PM peak hours, with detailed inputs provided in **Table 8**. Based on the evaluated conditions, the projected traffic volumes associated with the proposed development fall below the warrant thresholds for both peak hours. As such, a left-turn lane is not warranted under the 55 mph design speed condition.

Additional evaluation was performed to consider future conditions, including projected 2046 volumes and potential development in the surrounding area. Under these conditions, the results continue to fall below the warrant thresholds for the proposed development. However, the analysis indicates that a southbound left-turn movement during the PM peak hour may approach warrant conditions under future scenarios. This condition reflects potential growth beyond what is currently proposed and is based on assumed development on adjacent properties. While no improvements are warranted at this time, this location may be worth monitoring as future development occurs.

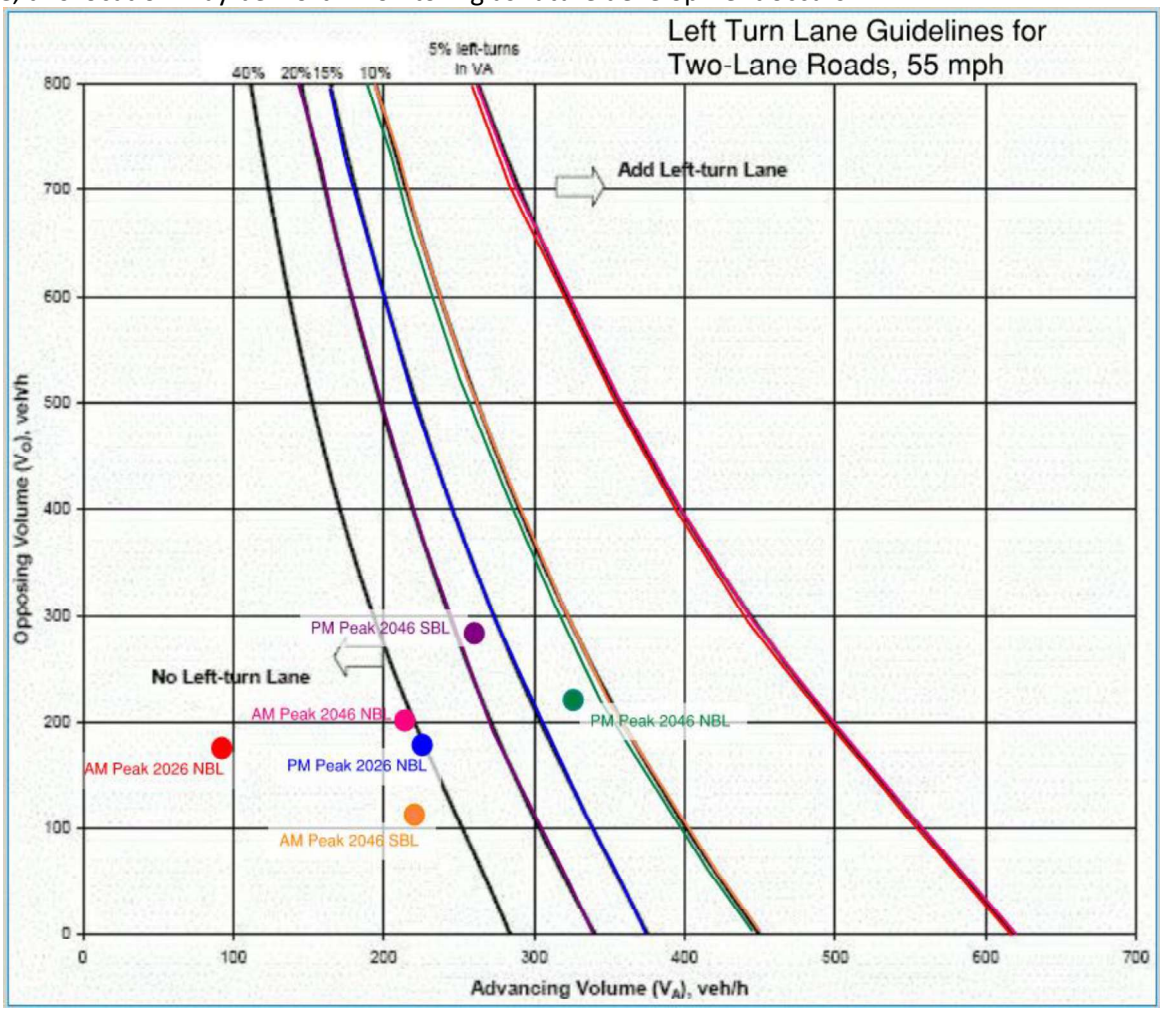


Figure 5: Left-Turn Lane Guidelines for Two-Lane Roads, 55mph (EPG 940.9.2)

Results and Conclusion

The surrounding roadway network is expected to accommodate traffic generated by the proposed 181-lot single-family residential development. The evaluation considered site access configuration, intersection sight distance, projected site-generated traffic, intersection operations, and auxiliary turn lane warrants.
Based on the analysis summarized above, the following conclusions are made:

• Site Access: Two access points are proposed, including a connection to E. 16th Street North (Access #1) and a direct connection to Little Blue Parkway (Access #2), providing multiple routes to the surrounding roadway network.

• Sight Distance: A field review confirmed that Access #2 provides greater than 610 feet of sight distance in both directions, exceeding the AASHTO requirement based on a 55 mph design speed.

• Trip Generation: The development is estimated to generate approximately 128 trips during the AM peak hour and 174 trips during the PM peak hour based on ITE Trip Generation Manual (Land Use Code 210).

• Traffic Operations: Intersection analysis using Synchro and HCM methodologies shows that all study intersections continue to operate at acceptable Levels of Service (LOS A–C) during both peak hours with only minor changes in delay.

• Right-Turn Lane Evaluation: These volumes fall below the MoDOT EPG warrant thresholds, therefore a right-turn lane is not warranted.

• Left-Turn Lane Evaluation: When evaluated using both the 45 mph and 55 mph MoDOT EPG warrant charts, the volumes fall below the threshold curves, therefore a left-turn lane is not warranted.

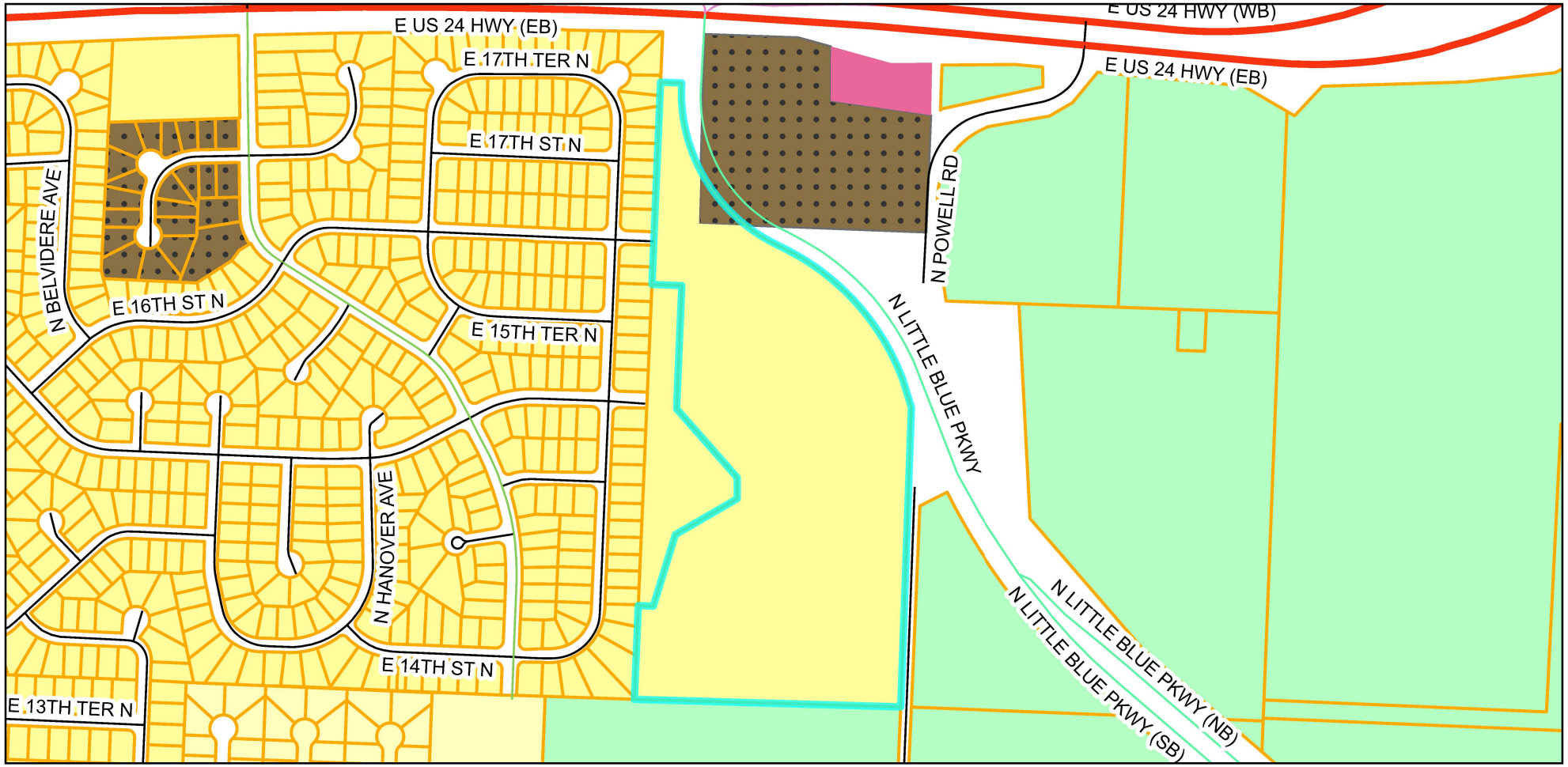
Based on the results of this study, the proposed development is not expected to negatively impact traffic operations in the study area. All intersections continue to operate at acceptable levels, sight distance requirements are met, and turn lane warrants are not met. No roadway improvements are recommended at this time.

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Zoning Map

20691 E US 24 Hwy

Case #26-125-03



Legend

Parcels

Zoning District

C-1

R-30/PUD

R-4

R-6

R-A

0 500 1,000 2,000 US Feet

Prepared For: Planning Commission
Meeting Date: June 9, 2026

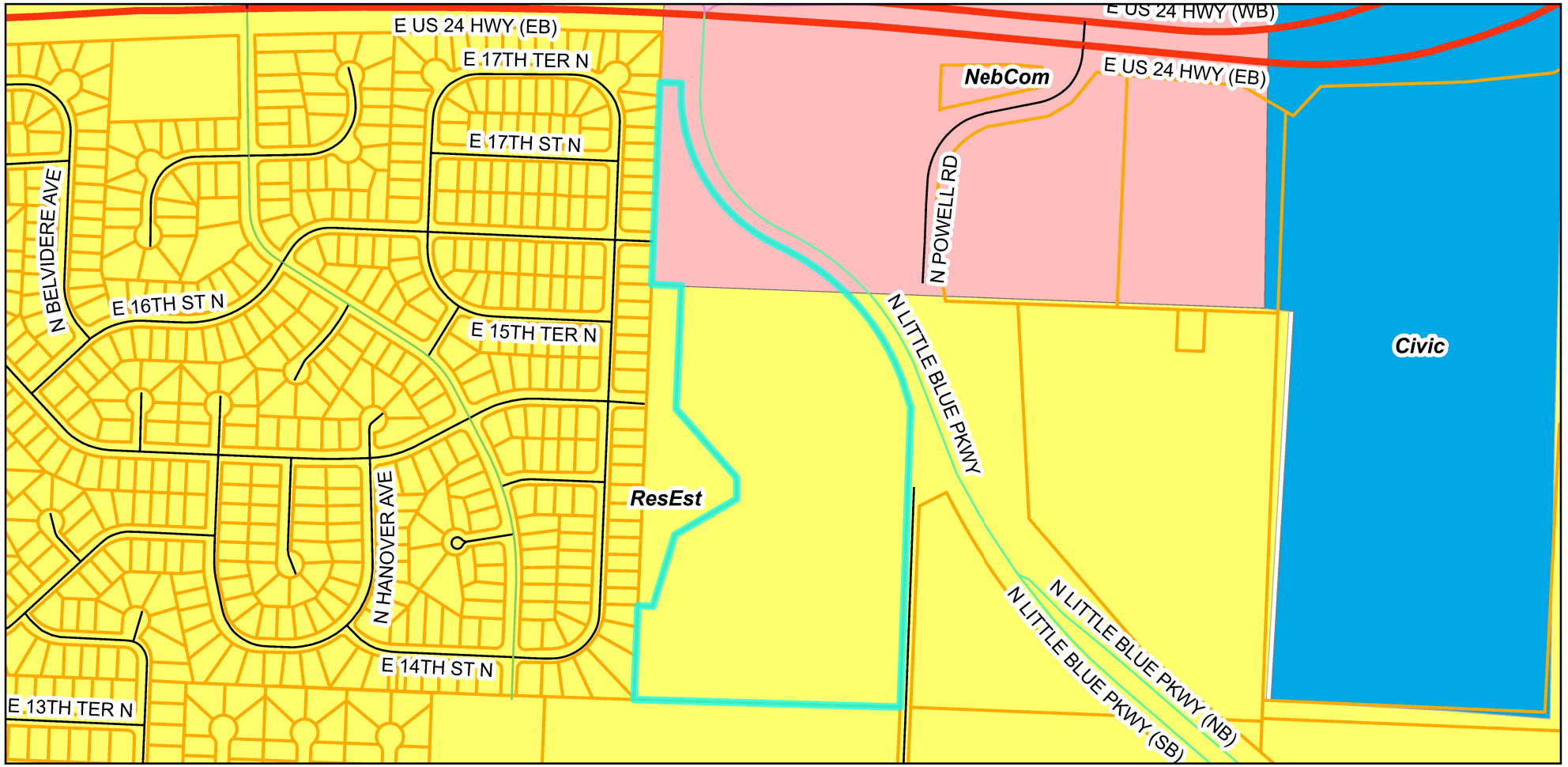
N

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Comprehensive Plan

20691 E US 24 Hwy

Case #26-125-03



Legend

Parcels

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Prepared For: Planning Commission
Meeting Date: June 9, 2026

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INDEPENDENCE
★ MISSOURI ★
A GREAT AMERICAN STORY

Planning Commission Minutes

June 9, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 6/9/2026 at 6:00 PM at 20201 E Jackson Drive, Independence, MO 64057. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull cases 26-310-01, 26-320-01 and 26-320-02 from the Consent Agenda for separate consideration.

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1. **Planning Commission Minutes – May 12, 2026**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-310-01 – Preliminary Plat – Meadowbrook Estates, Phase 2 –** A request to approve a preliminary plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that the project approval had expired for a second time and that the applicant was requesting new approval.

Jack Murphy, 3215 Juanita Drive, Buckner, Missouri, stated that there were no changes to the Preliminary Plat from the previous approval.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-320-01 – Final Plat – Meadowbrook Estates, Phase 2 –** A request to approve a final plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-320-02 - Final Plat – Jackson Place, First Plat –** A request to approve a final plat generally located west of Jackson Drive and south of R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS & OTHER BUSINESS

Commissioner Ashbaugh requested to re-order the agenda to the following order: 26-400-63, 26-200-03, 26-100-05, 26-125-03, 26-810-01, 26-810-02, 26-320-03.

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1. **Case 26-400-63 – Short-Term Rental – 5217 S Powell Ave –** A request to operate a Short-Term Rental at the property.

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

Applicant Comments

Alicia Gibson, 19405 E. State Route 78, stated she is the property manager for the proposed Short-Term Rental and works with BearBNB. She explained that the property owner resides in Colorado but works in Kansas City for one to two weeks each month. During periods when the owner is in Colorado, they would like the opportunity to rent the home as a Short-Term Rental.

In response to Commissioner Nesbitt's question, Ms. Gibson stated that the garage would be available for guest use. She noted that two vehicles could park in the garage, two in the driveway, and one on the street, although on-street parking would not be preferred.

Public Comments

Jacob Potter, 5229 S. Powell Avenue, expressed concerns regarding safety, noise, and parking.

Mike Potter, 5705 W. U.S. 40 Highway, stated that he has been in business for 50 years and believes Short-Term Rentals should not be located within residential neighborhoods. He expressed concerns about potential parties at the property.

In response, Ms. Gibson stated that the owners have installed noise-monitoring devices both inside and outside the home, exceeding the City's requirement for an interior device. She explained that strict house rules will be enforced to prevent parties and that exterior cameras will alert the homeowners if more than the permitted number of guests arrive at the property. Ms. Gibson further stated that the property management company employs eight full-time staff members, ensuring someone is always available to respond to any issues that may arise.

In response to Commissioner Ashbaugh's question, Ms. Gibson stated that guests will access the home using a unique code provided at check-in.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-200-03 – Special Use Permit – 3601 S. Noland Road –** A request to approve a Special Use Permit to operate a rental car business.

Staff Presentation

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

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the proposed parking area would be located behind the strip center and would be used solely for overflow parking associated with the Avis Car Rental facility located at 3701 S. Noland Road.

Commissioner Ashbaugh asked whether Avis planned to install lighting on the site. Mr. Glaser stated that electrical permits would be required if lighting is installed in the future.

Applicant Comments

Bill Moore, 801 W. 47th Street, Kansas City, stated he is the attorney representing the applicant. Mr. Moore provided a brief history of the property and explained that Avis had experienced parking constraints at its existing location. He stated that the property owner began searching for a nearby lot that could be used for overflow vehicle storage.

Mr. Moore noted that customers would not access the overflow lot and that only Avis staff would retrieve vehicles from the site. He also stated that the applicant would like to install security lighting and that any lighting would be directed downward and away from nearby residential properties.

In response to Commissioner Nesbitt's question, Mr. Moore stated that healthy trees along the property would remain in place to provide a buffer between the parking area and adjacent residential homes. Commissioner Nesbitt requested that staff ensure any future lighting is directed toward Noland Road and away from the neighboring residences.

In response to Commissioner Ashbaugh's question regarding stormwater detention, Rick Arroyo stated that stormwater detention would not be required unless the applicant pursued future building permits. Mr. Arroyo also noted that any site lighting would be required to comply with City Code, including regulations governing light levels and fixture direction.

Marshal Blount, Kansas City, stated that the applicant had not yet determined the amount of lighting that would be necessary but would comply with all applicable City Code requirements. He added that the applicant is also considering the installation of security cameras but has not made a final decision.

Public Comments
No public comments.

Motions
Commissioner Eric Ashbaugh made a motion to add a condition that lighting be installed before the lot can be used. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case with conditions as outlined by staff and the added condition for lighting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-100-05 – Rezoning – 16523 E US 40 Hwy** – A request to rezone the property from R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General Commercial).

Staff Presentation
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments
Sebrina Johnson, 7211 Marion Avenue, Kansas City, stated that she has always enjoyed teaching and cooking. She shared fond memories of Stephenson's Apple Farm and explained her vision for the property, which includes teaching trade skills such as construction and HVAC, as well as culinary arts. Ms. Johnson stated that she also plans to incorporate urban farming to provide fresh produce. She explained that her long-term vision includes a student-led restaurant and, eventually, an event space on the property.

In response to Commissioner Nesbitt's question, Ms. Johnson stated that she has made a significant financial investment in the property and has additional funding available to support future growth and development.

Public Comments
Shane Ray, 7211 Marion Avenue, Kansas City, stated that he is Ms. Johnson's son and that the project represents a dream she has invested considerable time and effort into pursuing. He expressed his belief that the project will be a positive asset to the community by providing quality food and opportunities for individuals to learn valuable skills.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-125-03 – Rezoning/PUD – 20691 E US 24 Highway –** A request to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approving a preliminary development plan.

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

In response to Chairwoman Wiley's question, Mr. Glaser stated that New Town at Harmony is a similar type of development, although the proposed homes would be larger. He noted that City staff is confident the developer can meet all applicable engineering and design standards required by the Unified Development Ordinance.

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the setback is measured from the right-of-way line and stated that a 20-foot setback should adequately accommodate modern vehicles. Mr. Arroyo added that the developer intends for the homes to be owner-occupied.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated that long-term rentals are generally permitted within single-family residential developments. He noted that a homeowners

association may adopt covenants restricting owners from renting their homes for a specified period, such as two or three years, although such restrictions may not permanently prohibit rentals.

City Attorney Mitch Langford stated that a homeowners association may establish rules prohibiting rentals; however, enforcement of those restrictions would be the responsibility of the association and could potentially result in legal disputes.

Applicant Comments

Bryan Rahn, 1000 High Point Drive, Lee's Summit, stated that he is working with Summit Homes on the proposed development. He explained that the applicant has worked closely with City staff to address local housing needs and create attainable homeownership opportunities. Mr. Rahn stated that the goal is for the homes to be priced below $300,000 and noted that the development will include a variety of home styles and architectural designs. He added that the project is intended to provide numerous outdoor recreational opportunities for residents.

Mr. Rahn stated that the proposed development is designed to provide attainable homeownership opportunities while incorporating neighborhood amenities and attractive architectural features. He explained that, while amenities such as a clubhouse and swimming pool are not feasible at the proposed price point, the development would include outdoor recreational features, open space, walking trails, a playground, and five fitness stations located throughout the community.

Mr. Rahn presented conceptual renderings of the development, including streetscape views, housing elevations, fitness pods, and the community mail station. He explained that the development is designed to maximize open space, with much of the western portion of the subdivision remaining undeveloped. Existing City-owned stormwater management areas would be incorporated into the overall site design. He noted that the layout provides buffering from adjacent residential properties through the use of open space and roadway placement.

Mr. Rahn stated that the development would include a one-mile trail system utilizing sidewalks and trails throughout the community. He emphasized the goal of creating an attractive neighborhood while maintaining housing affordability.

The applicant also presented examples of the proposed home designs and explained that the development would include a variety of architectural styles, materials, and color schemes to create visual diversity throughout the neighborhood. He stated that the project is intended as a for-sale community focused on homeownership opportunities.

In response to Chairwoman Wiley's question regarding housing options, Mr. Rahn stated that the development would include numerous home designs and elevations. While many of the homes share similar footprints, the project includes a variety of architectural styles and building configurations, including some three-story models. He explained that the design team intentionally incorporated varied rooflines, porches, materials, and façade treatments to avoid a repetitive appearance while maintaining affordability.

In response to Commissioner Nesbitt's question regarding building height, the applicant stated

that the three-story home model would comply with the maximum height requirements of the Unified Development Ordinance and is anticipated to be approximately 37 feet tall. Commissioner Nesbitt asked whether the proposed walking trail would be a permanent feature of the development. The applicant stated that the trail is intended to be constructed as shown on the plans and would be located within a tract maintained by the homeowners association.

Commissioner Nesbitt asked whether the development would be similar to another project previously constructed by the applicant. The applicant stated that the proposed homes would feature a more traditional front-entry design and architecture.

Commissioner Nesbitt also asked about architectural variety within the development. The applicant stated that the neighborhood would include a variety of roof pitches and home designs, although the majority of the homes would feature traditional architectural styles. He noted that the proposed streetscape reflects the character and appearance anticipated for the development.

When asked about exterior colors and materials, the applicant stated that a variety of colors would be incorporated throughout the neighborhood. He noted that Summit Homes would be responsible for home construction and deferred additional questions regarding colors and materials to the builder's representative.

In response to Commissioner Nesbitt's question regarding architectural standards, Aaron Young, 1450 Holmes Avenue, Kansas City, Missouri, Vice President of Development for Summit Homes, stated that the homeowners association would establish and enforce architectural guidelines for the development. He explained that an architectural review committee would oversee the approval of home elevations, exterior colors, materials, and other design elements to ensure consistency throughout the neighborhood.

Mr. Young stated that the development would include a variety of home styles and floor plans, including ranch, two-story, and three-story homes. While many of the homes would share similar footprints to help maintain affordability, he noted that the project would offer a variety of elevations and design options to create visual diversity throughout the neighborhood.

In response to Commissioner Nesbitt's question regarding foundations, Mr. Young stated that the development is being designed primarily with slab foundations in mind; however, homeowners would have the option of selecting a basement foundation at an additional cost. When asked about storm shelter accommodations, Mr. Young stated that specific home plans have not yet been finalized and could not provide details regarding potential safe rooms or similar features.

Commissioner Nesbitt also asked about the anticipated timeline for the development. Mr. Young stated that a typical phase of approximately 50 homes would be expected to build out over an 18-month period. Based on current market conditions, he estimated that the entire development could be completed in less than five years.

In response to Commissioner Ashbaugh's question regarding fencing, Mr. Young stated that homeowners would have the option to install fences, subject to homeowners association standards and approved materials. He noted that chain-link fencing would not be permitted.

Commissioner Ashbaugh also asked about lot dimensions and spacing between homes. The applicant stated that the homes would generally be separated by approximately 10 feet and would be located on lots that vary in size throughout the development. The applicant explained that the site contains relatively gentle topography and is being designed to accommodate the proposed housing types.

In response to questions regarding stormwater management, Mr. Rahn stated that runoff from the development would be managed through an existing detention basin that was originally designed to accommodate drainage from the site, as well as four additional detention facilities proposed as part of the development. The applicant noted that the project engineering has been designed to address runoff from roofs, driveways, and other impervious surfaces.

Richard Michael of HG Consult, 25604 NE Colburn Road, Lee's Summit, representing the applicant, addressed questions regarding stormwater drainage for the proposed subdivision. He explained that although the lot sizes are smaller and more condensed, the overall impervious surface coverage is comparable to that of a conventional subdivision. He noted that the engineering and grading plans have undergone extensive design work and multiple staff reviews and are substantially developed despite being presented as a preliminary plan.

Mr. Michael stated that the site grading is designed to direct as much stormwater runoff as possible into the street system, where the majority of the storm sewer infrastructure is located. Roof drainage and driveway slopes are designed to direct water toward the streets, while rear yard drainage will be managed through swales, field inlets, and connections to the overall storm sewer system. He further noted that the development complies with required stormwater release rates and includes four detention basins designed to provide both drainage functionality and site amenities. He explained that some basins are intended to remain wet for extended periods, depending on weather conditions and site hydrology.

In response to Commissioner Nesbitt's question regarding school district capacity, Mr. Rahn stated that he had notified the Fort Osage School District of the proposed development but had not received a response regarding any potential impacts on school capacity.

Public Comments

Lisa Stewart, 20313 E. 16th Street North, expressed concerns regarding the potential impact of the development on the Fort Osage School District, stating that the district’s schools are already overcrowded and may not have the capacity to accommodate additional students generated by the proposed development. She also expressed concerns regarding the proposed street connection between the new development and the Blue Mills subdivision. She stated that a connection would increase vehicle traffic, pedestrian traffic, and noise within the existing neighborhood. She noted that another nearby subdivision already utilizes Blue Mills as a connection to major roadways, which she believes has increased traffic in the area. Additionally, she expressed concerns that the construction of new homes in the proposed price range could increase surrounding property valuations and property taxes for existing residents.

John Tann, 20305 E. 17th Terrace North, stated that while he supported the concept of single-family housing, he shared concerns regarding the proposed connection between the new subdivision and the existing neighborhood. He stated that additional connections could increase traffic and negatively affect neighborhood safety and quality of life. Mr. Tann also questioned the proposed reduction in minimum lot sizes and home site standards, expressing concern that the request was intended to increase development density. He further echoed concerns regarding the capacity of the Fort Osage School District to accommodate additional students.

Matthew Friel, 20304 E. 16th Street North, stated that he believed the proposed development was not compatible with the character of the Blue Mills subdivision, describing the existing neighborhood as consisting primarily of traditional single-family homes on larger lots. He expressed concerns regarding the proposed street connection to Blue Mills, stating that it would increase traffic through the existing neighborhood and could create safety concerns, particularly near the intersection of 16th Street and Blue Mills Road. Mr. Friel also questioned whether existing roadway infrastructure and traffic signals could adequately accommodate additional traffic generated by the development. He suggested that alternative access points should be considered and reiterated concerns regarding school capacity.

Cory Bolin, 1501 N. Millburn Avenue, stated that he agreed with the concerns raised by previous speakers regarding traffic, neighborhood compatibility, and school capacity. He expressed concern that the proposed homes would differ significantly in style and scale from surrounding homes and questioned whether the project would provide the attainable housing benefits described by the applicant. Mr. Bolin also stated that existing residents utilize the undeveloped area as open green space and expressed concern that development would alter neighborhood views and character. Additional concerns included the lack of nearby public transit, the site's topography and potential impacts on adjacent properties, and the developer's prior litigation history.

Kevin King, 20238 E. 17th Street Court North, stated that he supported efforts to bring new housing opportunities to Independence but encouraged the developer to hold a neighborhood meeting to improve communication with nearby residents. He expressed concerns regarding site grading, stormwater runoff, increased traffic associated with the proposed street connections, and the size of the proposed homes compared to existing homes in the area. Mr. King also raised concerns regarding slab-on-grade construction and suggested that storm shelter accommodations should be considered for homes without basements.

Megan Hultz, 1429 N. Millburn Avenue, said one of the primary reasons she purchased her home was the open views and undeveloped landscape located behind her property. She expressed concern that the proposed development would eliminate the existing open space and alter the character of the area. Ms. Hultz stated that she valued the quiet nature of the neighborhood and wished to preserve the existing green space.

Chad, 1529 N. Millburn Avenue, expressed concerns regarding existing traffic conditions near the intersection of 16th Street and Millburn Avenue and stated that additional development would likely increase congestion in the area. He also questioned whether the proposed stormwater management system would adequately address runoff and flooding concerns, noting

that nearby areas already experience significant water accumulation during heavy rainfall events.

In response to concerns raised during public testimony, Mr. Rahn stated that traffic and stormwater analysis had been completed and updated throughout the review process in coordination with City staff. The applicant noted that additional review would continue during the final plat and final development plan stages. The applicant acknowledged that the site contains rolling topography but stated that proposed grading and stormwater improvements would allow runoff to be managed and controlled more effectively than existing conditions.

The applicant further stated that the proposed homes would range from approximately 1,200 to 1,800 square feet and would be priced below $300,000, with some products potentially available in the low $200,000 range depending on lot and foundation type. Representatives explained that the project was intended to provide attainable homeownership opportunities and meet a growing demand for lower-cost new housing options.

In response to concerns regarding roadway connections, Mr. Rahn stated that the proposed street network and access points were developed in accordance with traffic studies and City staff recommendations, emphasizing that connectivity between neighborhoods is an important planning consideration and that the proposed access configuration was based on professional traffic engineering analysis.

Commissioner Nesbitt asked whether an additional access point to Little Blue Parkway could be provided for the development. Staff explained that developments of this size are required by fire code to have at least two access points and noted that the applicant had submitted a traffic study as part of the review process. Staff further stated that an additional access point to Little Blue Parkway was not feasible due to sight-distance limitations associated with the roadway curvature.

Commissioner Nesbitt also inquired about existing dead-end streets within the Blue Mills subdivision. Mr. Arroyo confirmed that the subdivision had originally been planned with future street connections and explained that a detention basin constructed by the City now prevents the extension of Millhaven Drive through the area.

Commissioner Ashbaugh asked if Powell Road could provide alternative access routes. Mr. Arroyo explained that Powell Road is currently an unimproved dead-end roadway and that the City's Comprehensive Plan anticipates its future relocation to the west. Staff stated that the proposed development would not extend Powell Road southward and that the roadway was intentionally not designed to serve as a through connection in its current configuration.

Chairwoman Wiley asked staff to clarify the scope of the request and the approval process. Staff explained that the application was a Planned Unit Development (PUD) rezoning request and that, if recommended for approval by the Planning Commission and subsequently approved by the City Council, the project would proceed to additional engineering and design review. Mr. Arroyo noted that detailed review of stormwater management, infrastructure improvements, and other technical requirements would occur during subsequent development plan and plat review processes.

Commissioner Comments
Commissioner Nesbitt expressed concerns about traffic flowing through the existing neighborhood.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

Chairwoman Wiley called for a short recess. The meeting reconvened at 8:39 p.m.

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5. **Case 26-810-01 – Preliminary Development Plan – 136 E. White Oak** – A request to approve a Preliminary Development Plan for The Cottages at White Oak.

Commissioner Torres stated he would abstain from voting due to his service on the Community Services League Board.

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

In response to Commissioner Ashbaugh's question regarding the meaning of a BMP, Assistant Director Rick Arroyo explained that BMP stands for Best Management Practice and refers to methods used to manage stormwater runoff. He stated that BMPs can include a variety of stormwater mitigation measures, such as bio-retention areas, storm inlet boxes designed to collect floatable debris, and stormwater detention facilities.

In response to Commissioner Nesbitt's question regarding parking for the development, Mr. Harker explained that a condition of approval requires the Community Services League (CSL) to record a deed restriction that permanently provides parking opportunities for residents in the CSL parking lot. Mr. Harker confirmed that adequate parking would be available.

Applicant Comments
Applicant Doug Cowan, President and CEO of Community Services League (CSL), introduced himself and noted that CSL is celebrating its 110th anniversary in 2026. Mr. Cowan explained that the application references CSL Housing Solutions, a wholly owned subsidiary of CSL established to acquire, develop, and maintain safe, stable, and affordable housing. He provided an overview of CSL's housing initiatives, noting the organization has served as a HUD-certified housing counseling agency for nearly 20 years, manages 155 housing units for formerly homeless individuals through HUD partnerships, and administers millions of dollars annually in housing assistance programs. He also highlighted CSL's affordable home construction efforts, homeless outreach programs, and rental and utility assistance programs.

Mr. Cowan stated that the proposed development is intended to address the growing need for

affordable housing by constructing nine 360-square-foot homes adjacent to CSL's headquarters. He explained that the homes are primarily intended for participants employed through CSL's roadside litter removal program, providing residents with convenient access to employment, case management, and supportive services. He noted the location is also adjacent to a KCATA bus transfer station, making transportation more accessible. Mr. Cowan stated that CSL has visited similar housing developments, including Eden Village and the Veterans Community Project, and believes the proposed project will provide a supportive community while helping residents transition to stable housing. He concluded by stating that the development represents an important step toward expanding affordable housing opportunities in Independence and requested the Commission's favorable consideration.

In response to a Chairwoman Wiley's question regarding whether there is a time limit for residents to remain in the homes, Mr. Cowan stated that the goal is to help residents transition to market-rate housing or homeownership, but there is no set time limit. He explained that the length of residency will vary based on each individual's circumstances, with some residents moving on quickly while others may require a longer period of stability. Mr. Cowan noted that CSL offers supportive services, including a matched savings program funded through a local grant, to help residents build financial stability and eventually transition to permanent housing.

Public Comments

Roxanne Robinson, 131 E. Farmer Street, spoke in opposition to the request. Ms. Robinson expressed concerns about locating the tiny home development in her neighborhood, potential future expansion, property values, neighborhood safety, and onsite management. She also asked questions regarding resident eligibility, occupancy, length of residency, and pet policies.

John Gray, 1109 E. 105th Street, Edwardsville, Kansas, spoke in opposition to the request on behalf of Second Baptist Church. Pastor Gray acknowledged the work of Community Services League but expressed concerns regarding safety, trespassing, vandalism, parking, and the project's proximity to the church. He also stated the church should have been consulted earlier in the planning process.

Nancy Harris, 15308 E. Truman Road, spoke in opposition to the request. Ms. Harris expressed concerns about property damage, illegal dumping, theft, and other issues she attributed to homelessness. She stated she believed the proposed development would negatively impact the surrounding neighborhood and questioned why similar projects are frequently located in the area.

In response, applicant Doug Cowan acknowledged the concerns raised and stated that Community Services League is committed to being a good neighbor. He explained that the proposed homes would be permanent structures built on foundations and would serve single occupants who have demonstrated readiness for independent housing, primarily individuals participating in CSL's employment programs. He stated that residents would be screened, receive ongoing case management and supportive services, and be expected to comply with lease requirements.

The applicant explained that the development is intended to provide service-enriched housing by locating residents adjacent to employment opportunities and support services offered through

CSL. He stated that the organization currently employs private security at its facilities, intends to continue security patrols for the development, and plans to install security cameras and provide onsite property management and social service staff. He also noted that lease provisions, including policies regarding overnight guests and pets, are still being finalized.

In response to concerns regarding communication with neighboring property owners, including Second Baptist Church, Mr. Cowan acknowledged that additional outreach should have occurred prior to the public hearing and apologized for not contacting church leadership earlier in the process. He stated that CSL intends to continue working with surrounding property owners to address concerns and maintain positive relationships if the project moves forward.

Commissioner Comments

Commissioner Nesbitt asked whether the Planned Unit Development would require a berm and fence around the development. Staff confirmed that a fence is shown on the PUD plan. Commissioner Nesbitt expressed concerns about the layout of the proposed development, stating he believed a single building may be more compatible with the surrounding neighborhood than multiple small homes. He concluded by stating he would not support the request.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 4, No 2, Abstained 1.

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6. **Case 26-810-02 – Preliminary Development Plan - McBee Acres –** A request to approve a Preliminary Development Plan for McBee Acres generally located north of US 24 Hwy and west of Salem Drive.

Staff Presentation

Brian Harker presented the case, noting that his presentation would cover both the Preliminary Development Plan and Final Plat requests. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Commissioner Nesbitt asked whether there had previously been discussion about restricting parking on one side of the street due to concerns regarding street width and access for fire trucks, trash collection, and other vehicles. Mr. Arroyo responded that the traffic engineer was to evaluate whether parking restrictions would be necessary and noted that additional parking areas had been incorporated into the development to help mitigate on-street parking concerns.

Mr. Arroyo explained that the development infrastructure has already been constructed and that the request was primarily to update the Planned Unit Development (PUD) plan due to its expiration and to modify the lot configuration by establishing building envelopes. Staff noted that the previous PUD plan generally showed two large lots, while the revised plan creates multiple building envelopes within those larger tracts for financing and development purposes.

Applicant Comments

Jack Murphy, 3215 N. Juanita Drive, Buckner, Missouri, explained that the building envelopes are not separate lots but designate the areas where buildings will be constructed. He stated that creating the envelopes allows individual structures to be financed and permitted separately, rather than requiring financing for the entire development at one time. Mr. Murphy indicated that the land between the building envelopes would remain under common ownership and be maintained by the homeowners association (HOA).

In response to questions from the Commission, Mr. Murphy stated that the development is intended to remain a rental community and that the developer plans to retain ownership of the buildings. He explained that the HOA would be responsible for maintaining common areas, including green space, walking trails, benches, and detention facilities. Mr. Murphy further noted that establishing the HOA provides a mechanism for maintaining the property and addressing ownership responsibilities should portions of the development ever be sold in the future.

Mr. Arroyo clarified that the HOA would be necessary regardless of whether the units were owner-occupied or leased, as all units would contribute toward the maintenance of common areas and amenities within the development.

Public Comments

No public comments

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

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7. **Case 26-320-03 – Final Plat – McBee Acres –** A request to approve a final plat generally located north of US 24 Hwy and west of Salem Drive.

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

ROUNDTABLE - NEXT MEETING JUNE 23, 2026

ADJOURNMENT

The meeting was adjourned at 9:56 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-064 **1R** An ordinance approving a Special Use Permit to expand the operations of a car rental agency to 3601 South Noland Road, Independence, Missouri. **1R Read**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of case 26-200-03, an application for Special Use Permit approval to allow the expansion of a car rental agency to 3601 S. Noland Rd with the following conditions:

1. All operations of the business shall be in accordance with Section 14-409-01 of the Development Code

2. A minimum of 200 square feet is required for each vehicle parked at the site

3. The site shall be striped as indicated on the site plan submitted as part of this application

4. Landscaping shall be installed as indicated on the plan submitted as part of this application

5. A site lighting plan that conforms to the development standards of Section 14-508 of the Development Code shall be submitted prior to the expansion of business operations.

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

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh– Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed 7-0 and the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

PROJECT DESCRIPTION: Special Use Permit approval to expand a car rental business operation.

ZONING HISTORY:

The subject site was annexed in 1960 and subsequently assigned two zoning designations: R-1 (Single-Family Residential) and C-3 (Commercial). By 1980, the zoning classification for the property was amended to C-2 (General Commercial), where it has remained since. The site has remained vacant and undeveloped throughout the period following its annexation.

PROPOSAL:

The applicant received Special Use Permit approval in 2019 (Case No. 19-200-01) to operate a car rental agency at 3701 S. Noland Road. However, the existing site does not provide sufficient space to accommodate the display of rental vehicles. The applicant is therefore requesting Special Use Permit approval to expand their vehicle display area onto a portion of 3601 S. Noland Road, as shown on the plans submitted with the application.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The subject site is an irregular shaped parcel of land consisting of a combination of paved asphalt parking area in the southern half and a grassy field to the north. A paved access drive along the western property boundary provides vehicle access to the adjacent commercial strip center and office building to the south.

A natural berm exists along the eastern property boundary abutting adjacent residential properties. The berm consists of a mix of trees and shrubs.

CHARACTERISTICS OF THE AREA:

The broader area exhibits a mixed land use pattern, with a strong commercial corridor running north–south along Noland Road. Commercial uses dominate the parcels immediately adjacent to the corridor and include strip centers, standalone retail buildings, service businesses, and parking lots. Residential neighborhoods occupy the areas to the east and west of the corridor, consisting primarily of single-family subdivisions.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Independence for All Strategic Plan 2022-2026 provides an objective to attract and retain quality employers with the goal of increasing the economic prosperity of the community. Approval of the special use permit will allow the rental business to continue their operations and expand their vehicle display area.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions this area as commercial land use category. The Business & Jobs element of the comprehensive plan promotes the revitalization of unused/underused property and targets business retention, especially for existing employers who may grow in place. Approval of this special use permit request supports the continued operation and expansion of an existing business by providing operational capacity needed.

Historic and Archeological Sites:

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

Public Utilities:

Public utilities are available to serve the subject site.

Floodplain/Stream Buffer:

The property is not located within any floodplain nor is it affected by stream buffers.

CIP Investments:

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

Streets and Access:

Access easements exist along the western property line and adjacent properties to the west and south. These driveways provide access to the site from Noland Road on the west and 37th Street to the south.

Landscaping:

A natural berm currently runs along the eastern property boundary, providing a topographic buffer between commercial activity onsite and adjacent homes. The applicant has provided a landscape plan supplementing the berm with a continuous mixture of deciduous shrubs and ornamental grasses.

REVIEW CRITERIA:

Recommendations and decisions on Special Use Permit applications must be based on consideration of all the following criteria:

1. **Compatibility of the proposed use with the character of the neighborhood.**

The subject site lies directly along the Noland Road commercial corridor, which is characterized by auto-oriented retail, service businesses, commercial buildings, and associated parking areas. The proposed overflow parking activity is consistent with this established development pattern and does not introduce a new or unfamiliar intensity of commercial use into the area.

2. **The extent to which the proposed use is compatible with the adjacent zoning and uses.**

The proposed Special Use Permit is located within and supports an already commercially zoned corridor and matches the intensity and character of surrounding commercial uses. It does not alter traffic patterns or access. It is effectively buffered from adjacent residential uses. The proposed car rental expansion aligns with the zoning district classification of the corridor and surrounding land use pattern.

3. **The impact of the proposed use on public facilities.**

The proposed use consists of overflow parking for rental vehicles, which involves very limited daily vehicle movements compared to typical commercial activity. No customer traffic will occur on this site; vehicle activity is restricted to staff transferring vehicles to and from the principal business location. The proposed Special Use Permit for overflow rental car parking has little to no adverse impact on public facilities. All existing public facilities can easily accommodate the use without requiring upgrades or expansions.

4. **The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.**

The existing paved area will be reused for the purpose of overflow parking for rental cars. The applicant has provided a plan to mitigate any negative impacts associated with the proposed use. The site is suitable for the proposed use.

5. **The extent to which the proposed use may injure or detrimentally affect the use or enjoyment of property in the area.**

No detrimental effects to the surrounding properties in the area are envisioned as a result of the proposed use.

6. **The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**

No additional impervious coverage is planned for this site. The proposal consists of an adaptive reuse of an existing property. And the business activity aligns with the zoning district classifications and land uses of the surrounding commercial corridor. The proposed use is not expected to adversely impact neighboring properties.

7. **The extent to which there is a need for the use in the community.**

The applicant has expressed the need for overflow parking for their car rental agency. Approval of this Special Use Permit has the effect of accommodating and retaining an existing business in the city.

8. **The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**

The applicant has provided plans supplemented to this Special Use Permit conforming to the use regulations pertaining to vehicle rental agencies and indicates the ability to satisfy all requirements specific to their proposed use.

9. **The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use.**

The proposed use involves low intensity commercial activity that will not generate customer traffic. Public facilities and infrastructure exist at the site and can easily accommodate any demand of the proposed use.

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

Approval of this Special Use Permit supports the retention of a quality employer and aligns with the Business & Jobs element of Imagine Independence Comprehensive Plan 2040.

11. **The extent to which the use will impact sustainability or revitalization of a given area.**

Approval of this Special Use Permit will support the stability of businesses and jobs in this commercial corridor.

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 26-200-03
2. SUP Staff Report
3. Cover Letter_Redacted
4. Application_Redacted
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Site Plan
10. Landscape Plan
11. Comprehensive Plan
12. Zoning Map
13. Planning Commission Meeting Minutes 06.09.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO EXPAND THE OPERATIONS OF A CAR RENTAL AGENCY TO 3601 SOUTH NOLAND ROAD, INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by Marshal Blount, requesting approval of a Special Use Permit to allow for the expansion of operations of a car rental agency at 3601 S Noland Rd, was referred to the Planning Commission; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a Special Use Permit by the city following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on June 9, 2026, and rendered a report to the City Council recommending the Special Use Permit be approved by a vote of 7-0; and,

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

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

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

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

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

SEC 23 TWP 49 RNG 32 PT OF NW NE 1/4 DAF: BEG E LI NOLAND RD 390' N OF N LI 37TH TH E 195' TO TPB TH N 413.6' TH E 199.62' TH S 231' TH W 34.55' TH S 182.6' TH W 165.07' TO POB

SECTION 2. That the Special Use Permit is hereby approved with the conditions listed below.

1. All operations of the business shall be in accordance with Section 14-409-01 of the Development Code.

2. A minimum of 200 square feet is required for each vehicle parked at the site.
3. The site shall be striped as indicated on the site plan submitted as part of this application.
4. Landscaping shall be installed as indicated on the plan submitted as part of this application.
5. A site lighting plan that conforms to the development standards of Section 14-508 of the Development Code shall be submitted prior to the expansion of business operations.

SECTION 3. Any other uses on the property described by Section 1 of this Ordinance shall be governed by the base zoning district and other applicable regulations of the Unified Development Ordinance.

SECTION 4. Nonseverability. All provisions of this ordinance are so essentially, and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 6. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

City Manager

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: June 9, 2026 **STAFF:** Gabe Glaser, Planner

PROJECT NAME: Avis Rental Car Parking Expansion

CASE NUMBER/REQUEST: **Case 26-200-03 – Special Use Permit – 3601 S. Noland Road –** A request to approve a Special Use Permit to operate a rental car business.

APPLICANT: Marshal Blount, Upjohn Blount Real Estate

OWNER: Wellington Real Esate Investors LLC

PROPERTY ADDRESS: 3601 S Noland Rd

SURROUNDING ZONING/LAND USE:

North: C-1 (Neighborhood Commercial) and C-2 (General Commercial)…General Retail, Restaurant, Financial Services, Business Services, and a retirement home.
East: R-6 (Single-Family Residential)…Single-Family Subdivision
South: C-2 (General Commercial)…Offices
West: C-2 (General Commercial)…Offices, Restaurant, and General Retail

PUBLIC NOTICE:

- Letters to property owners – May 15, 2026
- Public Notice published in the Independence Examiner – May 23, 2026
- Signs posted on property – May 21, 2026

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on July 6, 2026 and the public hearing/second reading on July 20, 2026.

RECOMMENDATION

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

1. All operations of the business shall be in accordance with Section 14-409-01 of the Development Code
2. A minimum of 200 square feet is required for reach vehicle parked at the site
3. The site shall be striped as indicated on the site plan submitted as part of this application
4. Landscaping shall be installed as indicated on the plan submitted as part of this application

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: Special Use Permit approval to expand a car rental business operation.

Current Zoning: C-2 (General Commercial)

Current Use: Vacant Land

Proposed Use: Vehicle Display Area for Car Rental Business

Building Sq Ft: N/A

Zoning History:
The subject site was annexed in 1960 and subsequently assigned two zoning designations: R-1 (Single-Family Residential) and C-3 (Commercial). By 1980, the zoning classification for the property was amended to C-2 (General Commercial), where it has remained since. The site has remained vacant and undeveloped throughout the period following its annexation.

Proposal:
The applicant received Special Use Permit approval in 2019 (Case No. 19-200-01) to operate a car rental agency at 3701 S. Noland Road. However, the existing site does not provide sufficient space to accommodate the display of rental vehicles. The applicant is therefore requesting Special Use Permit approval to expand their vehicle display area onto a portion of 3601 S. Noland Road, as shown on the plans submitted with the application.

Physical Characteristics of Property:
The subject site is an irregular shaped parcel of land consisting of a combination of paved asphalt parking area in the southern half and a grassy field to the north. A paved access drive along the western property boundary provides vehicle access to the adjacent commercial strip center and office building to the south.

A natural berm exists along the eastern property boundary abutting adjacent residential properties. The berm consists of a mix of trees and shrubs.

Characteristics of the Area:
The broader area exhibits a mixed land use pattern, with a strong commercial corridor running north–south along Noland Road. Commercial uses dominate the parcels immediately adjacent to the corridor and include strip centers, standalone retail buildings, service businesses, and parking lots. Residential neighborhoods occupy the areas to the east and west of the corridor, consisting primarily of single-family subdivisions.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:
Independence for All Strategic Plan 2022-2026 provides an objective to attract and retain quality employers with the goal of increasing the economic prosperity of the community. Approval of the special use permit will allow the rental business to continue their operations and expand their vehicle display area.

Comprehensive Plan Tools and Policies for the Current Designation:
Imagine Independence Comprehensive Plan 2040 envisions this area commercial land use category for this area. The Business & Jobs element of the comprehensive plan promotes the revitalization of unused/underused property and targets business retention, especially for existing employers who may grow in place. Approval of this special use permit request supports the continued operation and expansion of an existing business by providing needed operational capacity.

Historic and Archeological Sites:
There are no apparent historic or archeological issues with this property.

Public Utilities:
Public utilities are available to serve the subject site.

Floodplain/Stream Buffer:
The property is not located within any floodplains nor is it affected by stream buffers.

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

Streets and Access:
Access easements exist along the western property line and adjacent properties to the west and south. These driveways provide easy access to the site from Noland Road on the west and 37th Street to the south.

Landscaping:
A natural berm currently runs along the eastern property boundary, providing a topographic buffer between commercial activity onsite and adjacent homes. The applicant has provided a landscape plan supplementing the berm with a continuous mixture of deciduous shrubs and ornamental grasses.

REVIEW CRITERIA

Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

1. **Compatibility of the proposed use with the character of the neighborhood.**
   The subject site lies directly along the Noland Road commercial corridor, which is characterized by auto-oriented retail, service businesses, commercial buildings, and associated parking areas. The proposed overflow parking activity is consistent with this established development pattern and does not introduce a new or unfamiliar intensity of commercial use into the area.

2. **The extent to which the proposed use is compatible with the adjacent zoning and uses.**
   The proposed Special Use Permit is located within and supports and already commercially zoned corridor and matches the intensity and character of surrounding commercial uses. It does not alter traffic patterns or access. And it is effectively buffered from adjacent residential uses. The proposed car rental expansion aligns with the zoning district classification of the corridor and surrounding land use pattern.

3. **The impact of the proposed use on public facilities.**
The proposed use consists of overflow parking for rental vehicles, which involves very limited daily vehicle movements compared to typical commercial activity. No customer traffic will occur on this site; vehicle activity is restricted to staff transferring vehicles to and from the principal business location. The proposed Special Use Permit for overflow rental car parking has no adverse impact on public facilities. All existing public facilities can easily accommodate the use without requiring upgrades or expansions.

4. **The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.**
Existing paved area will be reused for the purpose of overflow parking for rental cars. And the applicant has provided a plan to mitigate any negative impacts associated with the proposed use. The site is suitable for the proposed use.

5. **The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.**
No detrimental effects to the surrounding properties in the area are envisioned as a result of the proposed use.

6. **The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**
No additional impervious coverage is planned for this site. The proposal consists of an adaptive reuse of an existing property. And the business activity aligns with the zoning district classifications and land uses of the surrounding commercial corridor. The proposed use is not expected to adversely impact neighboring properties.

7. **The extent to which there is a need for the use in the community.**
The applicant has expressed the need for overflow parking for their car rental agency. Approval of this Special Use Permit has the effect of accommodating and retaining an existing business in the City.

8. **The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**
The applicant has provided plans supplemented to this Special Use Permit conforming to the use regulations pertaining to vehicle rental agencies and indicates the ability to satisfy all requirements specific to their proposed use.

9. **The extent to which public facility and services are available and adequate to meet the demand for facilities and services generated by the proposed use.**
The proposed use involves low intensity commercial activity that will not generate customer traffic. Public facilities and infrastructure exist at the site, and can easily accommodate any demand of the proposed use.

10. **Conformance of the proposed use to the comprehensive plan and other adopted plans and polices.**
    Approval of this Special Use Permit supports the retention of a quality employer and aligns with the Business & Jobs element of Imagine Independence Comprehensive Plan 2040.

11. **The extent to which the use will impact sustainability or revitalization of a given area.**
    Approval of this Special Use Permit will support the stability of businesses and jobs in this commercial corridor.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Site Plan
8. Landscape Plan
9. Comprehensive Plan map
10. Zoning map

ROUSE FRETS WHITE GOSS
GENTILE RHODES, P.C.

[redacted]

March 9, 2026

Tom Scannell
Director, Community Development
City of Independence
20201 E. Jackson Drive
Independence, MO 64057

Re: 3601 S. Noland Road

Dear Mr. Scannell:

We represent Marshall Blount on this matter. Mr. Blount owns property at 3701 S. Noland Road which is currently leased to Avis Car Rental. Due to the success of the Avis, there is a need for additional overflow parking for its rental cars. Mr. Blount has entered into an option to purchase the property located at 3601 S. Noland Road to provide a suitable location for the overflow of rental cars. The property is currently paved for parking, but not attached to an existing commercial use. Mr. Blount is requesting a special use permit for the paved area of the property to be dedicated to overflow for Avis.

We respectfully request approval of this application.

Sincerely,

William B. Moore

WBM:ks
Enclosure

cc: Marshall Blount

[redacted]

INDEPENDENCE
· MISSOURI ·

Planning and Zoning
Application Form

Community De...
111 E. Maple A...
Independence, ...
(816) 325-7421
cdplanning@ind...

Application Type (check all that apply)

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

Project Information and Location

Avis Rental Car Parking Expansion
Project Name

3701 S. Noland Rd (Existing); 3601 S. Noland Rd (Proposed Parking)
Project Address/Location

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
N/A			No
Existing Zoning	**Proposed Zoning**	**Existing Land Use**	**Proposed Land Use**
C-2	C-2	Vacant Lot	Auxiliary Parking

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

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

Contact Information

Applicant

Name	Company
Marshal Blount	Upjohn Blount Real Estate
[redacted]	
Address	
[redacted]	[redacted]
Phone	**Email**

Owner

Name	Company
Wellington Real Estate	Investors LLC
[redacted]	
Address	
Phone	**Email**

Architect/Engineer/Surveyor/Other: Counsel

Name	Company
Bill Moore/Rachelle Biondo	Rouse Frets White Goss
[redacted]	[redacted]
Address	
[redacted]	[redacted]
Phone	**Email** rbiondo@rousepc.com

Architect/Engineer/Surveyor/Other: Surveyor

Name	Company
Tom Clemons	Area Surveyors
[redacted]	
Address	
[redacted]	[redacted]
Phone	**Email**

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

Applicant's Signature	Date	Owner's Signature	Date
[signature]	3-10-26	[signature]	3-9-2026

4918-7...

Property Owner Notification Letter

Date: May 15, 2026 Case No. 26-200-03

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission, and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):
☐ Rezoning ☐ Rezoning/PUD ☒ Special Use Permit
☐ Preliminary Development Plan

Proposed project description:	Avis Rental Car Parking Expansion
Applicant:	Marshal Blount / Upjohn Blount Real Estate
Location of Property:	3701 S. Noland Rd (Existing Avis) and 3601 S. Noland Rd (Proposed Parking)
Planning Commission Meeting Date:	June 9, 2026 at 6:00 p.m.
City Council Meeting Date:	July 20, 2026 at 6:00 p.m.
Location of Public Hearing:	City Council Chambers City Hall, 20201 E. Jackson Drive, Independence, MO 64057

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

William B. Moore
Applicant /Agent / Attorney

For more information, contact the Community Development Department at 816-325.7421.

32096 \075470 \4917-0595-4455v.1

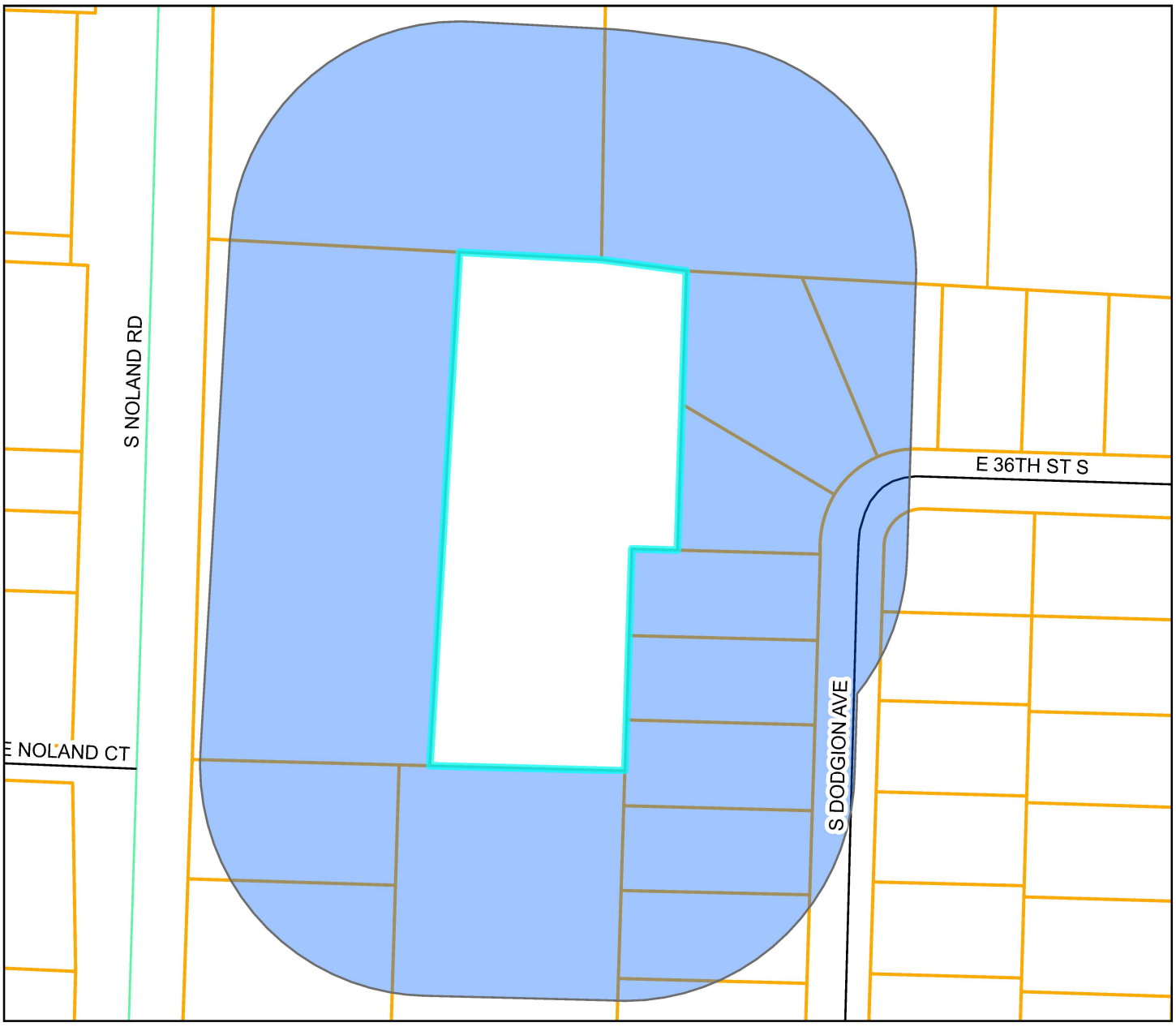
Parcel ID	Property Address	Property Owner	Owner Address	City	State	ZIP Code
33-210-02-06-00-0-00-000	13901 E 35TH ST	SY OLD OAK TREE INVESTORS LP	7920 WARD PARKWAY	KANSAS CITY	MO	64114
33-210-02-25-00-0-00-000	14200 E 36TH ST	HUXLEY MICHAEL	14200 E 36TH ST S	INDEPENDENCE	MO	64055
33-210-02-45-00-0-00-000	3545 S NOLAND RD	NOLAND PROPERTY HOLDING LLC	2611 W 70TH STREET	MISSION HILLS	KS	66208
33-210-02-24-00-0-00-000	3600 S DODGION AVE	DE LA GARZA SERGIO & JULIA E	3600 S DODGION	INDEPENDENCE	MO	64055
33-210-02-43-00-0-00-000	3601 S NOLAND RD	DIAMOND PROPERTY LLC	2611 W 70TH STREET	MISSION HILLS	KS	66208
33-210-02-42-00-0-00-000	3601 S NOLAND RD	WELLINGTON REAL ESTATE INVESTORS LLC	PO BOX 698	BELTON	MO	64012
33-210-02-23-00-0-00-000	3604 S DODGION AVE	MARCHANT MACKENZIE S	3604 S DODGION ST	INDEPENDENCE	MO	64055
33-210-03-02-00-0-00-000	3605 S DODGION AVE	MCCLAIN JESSICA	3605 S DODGION AVE	INDEPENDENCE	MO	64055
33-210-02-22-00-0-00-000	3608 S DODGION AVE	COLETTI DENISE A	3608 S DODGION	INDEPENDENCE	MO	64055
33-210-03-03-00-0-00-000	3609 S DODGION AVE	BACHTEL BRENT M	3609 S DODGION AVE	INDEPENDENCE	MO	64055
33-210-02-21-00-0-00-000	3612 S DODGION AVE	ANDERSON JAY D	3612 S DODGION ST	INDEPENDENCE	MO	64055
33-210-02-20-00-0-00-000	3616 S DODGION AVE	VICTORIA L SINCLAIR SPECIAL NEEDS TRUST DATED 07/08/2021	112 BOGEY LN	GRAVOIS MILLS	MO	65037
33-210-02-19-00-0-00-000	3620 S DODGION AVE	ROBINSON PATRICIA I	3604 NW LAKE DR	LEES SUMMIT	MO	64064
33-210-02-18-00-0-00-000	3624 S DODGION AVE	NORDIKE BRYAN C & ROBIN R	6 DEMOCRACY DR	AMESBURY	MA	1913
33-210-02-17-00-0-00-000	3628 S DODGION AVE	JIMENEZ LUIS S	3628 S DODGION	INDEPENDENCE	MO	64055
33-210-02-11-00-0-00-000	3671 S NOLAND RD	HUNG CHING KUT & CHUNE KWOR	250 S LA FRENZ RD	LIBERTY	MO	64068
33-210-02-14-00-0-00-000	3675 S NOLAND RD	PAR 3675 S ROLAND RD, LLC	11820 BUENA VISTA DR	LOS ALTOS HILLS	CA	94022
33-210-02-12-00-0-00-000	3681 S NOLAND RD	MANCILLA INVESTMENTS LLC	16106 E 50TH TER	KANSAS CITY	MO	64136

Notification Area Map

INDEPENDENCE
COMMUNITY DEVELOPMENT

3601 S Noland Rd

Case #26-200-03



Prepared For: Planning Commission
Meeting Date: June 9, 2026

PROPERTY OWNER NOTIFICATION AFFIDAVIT

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 26-200-03

I, William B. Moore, of lawful age being first duly sworn upon oath, state:

That I am the attorney for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Plan Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 15th day of May, 2026.

William B. Moore

William B. Moore, Agent

Subscribed and sworn to before me this 15th day of May, 2026.

Rachelle M. Biondo

Notary Public

RACHELLE M. BIONDO
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JULY 31, 2028
JACKSON COUNTY
COMMISSION #12499262

7/31/28

Commission Expiration Date

32096 \075470 \4911-6298-8951v.1

PROPERTY OWNER	OWNER ADDRESS	CITY	ST	ZIP
SY OLD OAK TREE INVESTORS LP	7920 WARD PARKWAY	KANSAS CITY	MO	64114
HUXLEY MICHAEL	14200 E 36TH ST S	INDEPENDENCE	MO	64055
NOLAND PROPERTY HOLDING LLC	2611 W 70TH STREET	MISSION HILLS	KS	66208
DE LA GARZA SERGIO & JULIA E	3600 S DODGION	INDEPENDENCE	MO	64055
DIAMOND PROPERTY LLC	2611 W 70TH STREET	MISSION HILLS	KS	66208
WELLINGTON REAL ESTATE INVESTORS LLC	PO BOX 698	BELTON	MO	64012
MARCHANT MACKENZIE S	3604 S DODGION ST	INDEPENDENCE	MO	64055
MCCLAIN JESSICA	3605 S DODGION AVE	INDEPENDENCE	MO	64055
COLETTI DENISE A	3608 S DODGION	INDEPENDENCE	MO	64055
BACHTEL BRENT M	3609 S DODGION AVE	INDEPENDENCE	MO	64055
ANDERSON JAY D	3612 S DODGION ST	INDEPENDENCE	MO	64055
VICTORIA L SINCLAIR SPECIAL NEEDS TRUST DATED 07/08/2021	112 BOGEY LN	GRAVOIS MILLS	MO	65037
ROBINSON PATRICIA I	3604 NW LAKE DR	LEES SUMMIT	MO	64064
NORDIKE BRYAN C & ROBIN R	6 DEMOCRACY DR	AMESBURY	MA	1913
JIMENEZ LUIS S	3628 S DODGION	INDEPENDENCE	MO	64055
HUNG CHING KUT & CHUNE KWOR	250 S LA FRENZ RD	LIBERTY	MO	64068
PAR 3675 S ROLAND RD, LLC	11820 BUENA VISTA DR	LOS ALTOS HILLS	CA	94022
MANCILLA INVESTMENTS LLC	16106 E 50TH TER	KANSAS CITY	MO	64136

3601 South Noland Road
Independence, Jackson County, Missouri 64055

Asphalt

20' Driveway Easement
Doc. No. I-97822, Book I-291, Page 1412

LOT 149

10' Sewer Easement

LOT 148

Asphalt

Asphalt

6' KCP&L Co Easement

LOT 147

Noland Road

20' Driveway Easement
Doc. No. I-97822, Book I-291, Page 1412

76 Parking Spaces

STEWART HEIGHTS

LOT 146

24' Driveway Easement Established
Under Doc. No. I-67998, Book I-204, Page 1695,
Modified Under Doc. No. I-97822, Book I-291, Page 1412

Asphalt

LOT 145

LOT 144

LOT 143

LOT 142

LOT 141

LOT 140

E. 37th Street

0 30 60

SCALE: 1"=30'
DATE: APRIL 29, 2026

Thomas Clemons
Area Surveyors
2800 Robinson Pike Road
P.O. Box 324 Grandview, Missouri 64030
(816) 941-7557 sirvey@kc.rr.com

THOMAS W. CLEMONS LICENSED PROFESSIONAL SURVEYOR LS-854 KANSAS

THOMAS W. CLEMONS P.L.S. KS. NO. 854

Noland Road

Asphalt

LEGEND

- Arrowwood Viburnum
- Switchgrass
- Red Twig Dogwood

10' Sewer Easement

LOT 1

Asphalt

6' KCP&L Co Easement

LOT 147

20' Driveway Easement
Doc. No. I-97822, Book I-291,
Page 1412

76 Parking Spaces

STEWART HEIGHTS

LOT 14

LOT 145

0 30 60

24' Driveway Easement Established
Under Doc. No. I-67998, Book I-204, Page 1695,
Modified Under Doc. No. I-97822, Book I-291, Page 1412

Asphalt

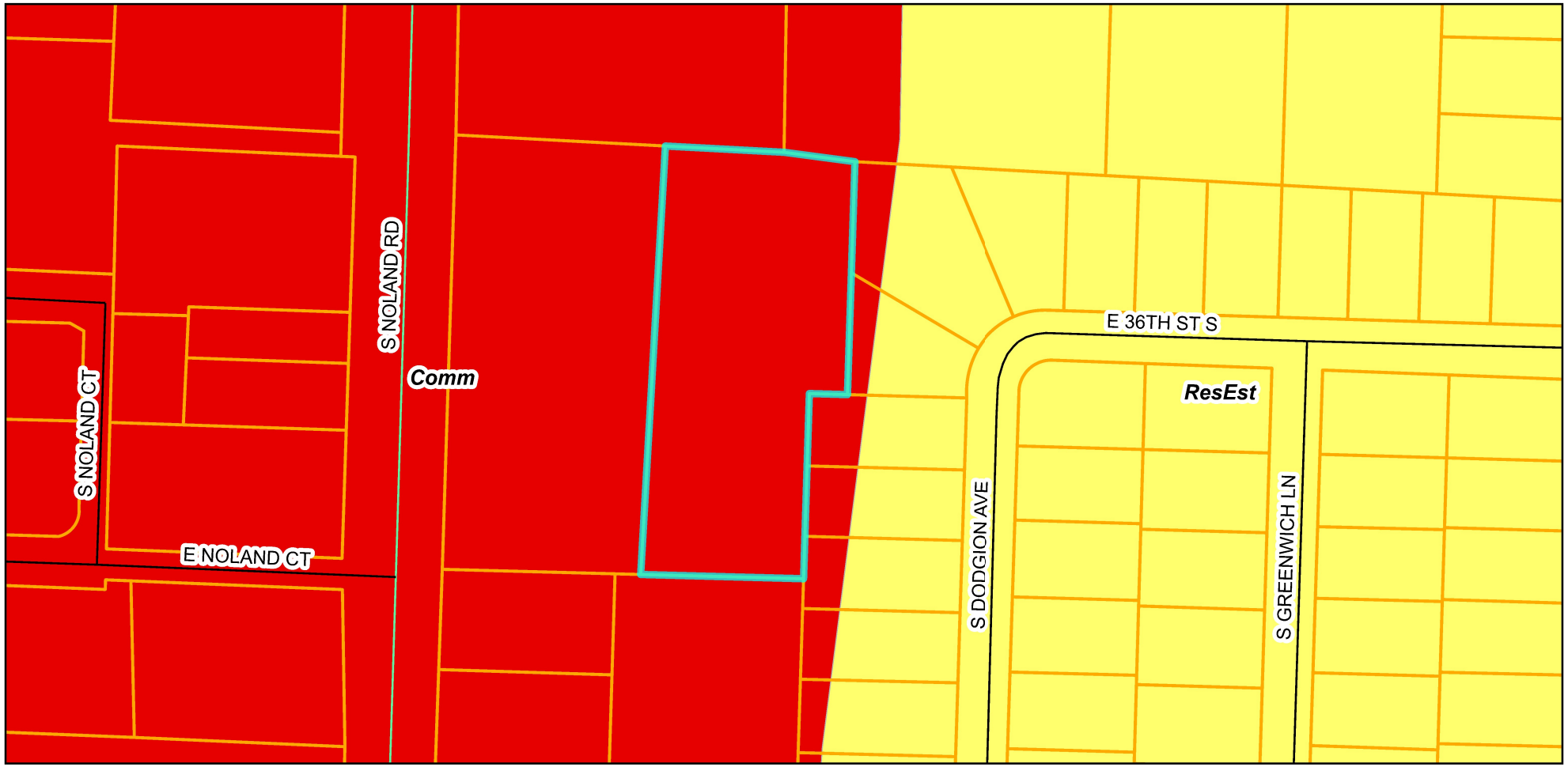
Landscape Plan

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Comprehensive Plan

3601 S Noland Rd

Case #26-200-03



Legend

- Parcels
- Comprehensive Plan
  - Community Commercial
  - Residential Neighborhoods

0 150 300 600 US Feet

Prepared For: Planning Commission
Meeting Date: June 9, 2026

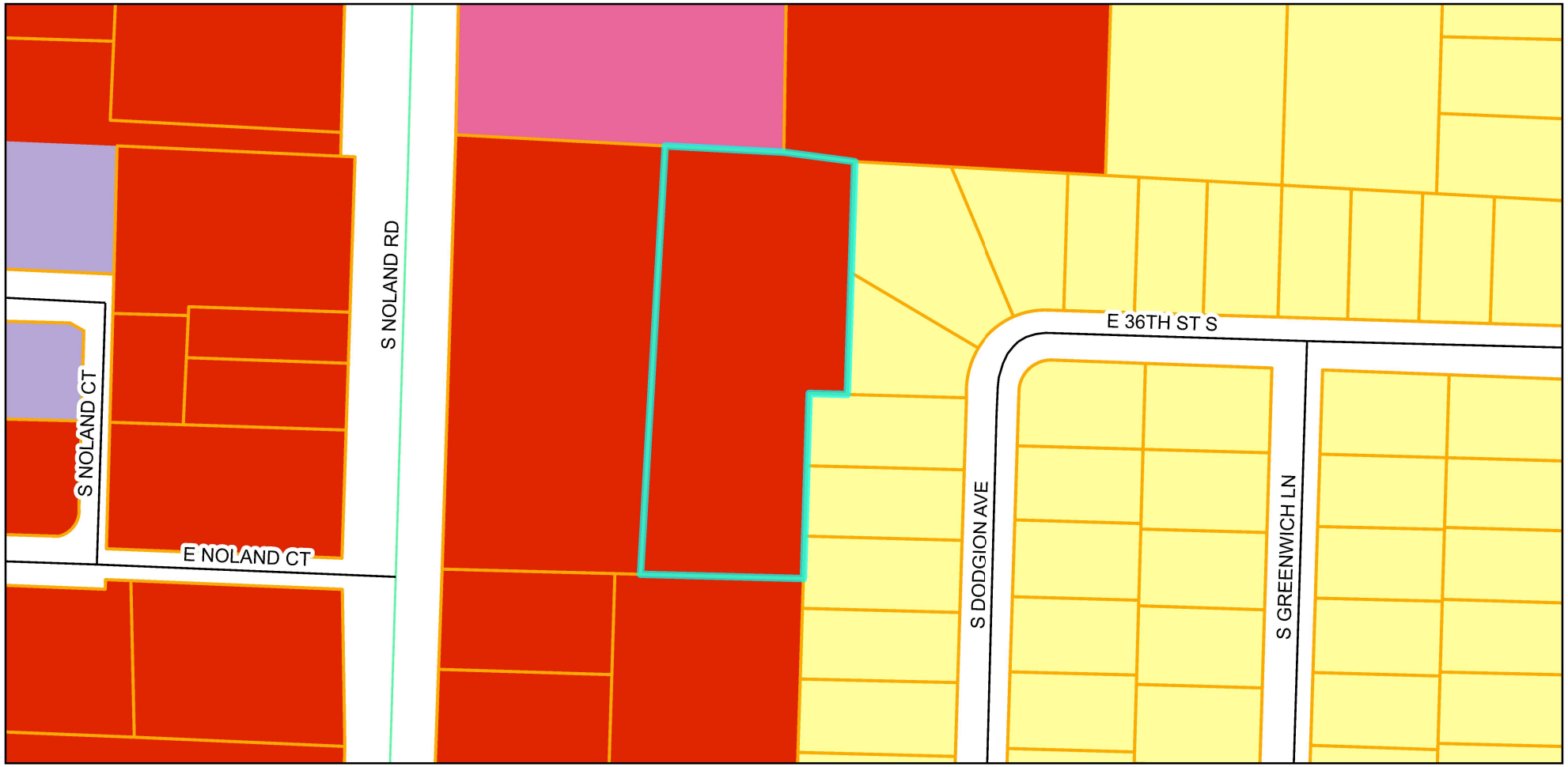
N

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Zoning Map

3601 S Noland Rd

Case #26-200-03



Legend

Parcels

Zoning District

C-1

C-2

I-1

R-6

0 150 300 600 US Feet

Prepared For: Planning Commission
Meeting Date: June 9, 2026

N

INDEPENDENCE
★ MISSOURI ★
A GREAT AMERICAN STORY

Planning Commission Minutes

June 9, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 6/9/2026 at 6:00 PM at 20201 E Jackson Drive, Independence, MO 64057. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull cases 26-310-01, 26-320-01 and 26-320-02 from the Consent Agenda for separate consideration.

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1. **Planning Commission Minutes – May 12, 2026**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-310-01 – Preliminary Plat – Meadowbrook Estates, Phase 2 –** A request to approve a preliminary plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that the project approval had expired for a second time and that the applicant was requesting new approval.

Jack Murphy, 3215 Juanita Drive, Buckner, Missouri, stated that there were no changes to the Preliminary Plat from the previous approval.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-320-01 – Final Plat – Meadowbrook Estates, Phase 2 –** A request to approve a final plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-320-02 - Final Plat – Jackson Place, First Plat –** A request to approve a final plat generally located west of Jackson Drive and south of R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS & OTHER BUSINESS

Commissioner Ashbaugh requested to re-order the agenda to the following order: 26-400-63, 26-200-03, 26-100-05, 26-125-03, 26-810-01, 26-810-02, 26-320-03.

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1. **Case 26-400-63 – Short-Term Rental – 5217 S Powell Ave –** A request to operate a Short-Term Rental at the property.

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

Applicant Comments

Alicia Gibson, 19405 E. State Route 78, stated she is the property manager for the proposed Short-Term Rental and works with BearBNB. She explained that the property owner resides in Colorado but works in Kansas City for one to two weeks each month. During periods when the owner is in Colorado, they would like the opportunity to rent the home as a Short-Term Rental.

In response to Commissioner Nesbitt's question, Ms. Gibson stated that the garage would be available for guest use. She noted that two vehicles could park in the garage, two in the driveway, and one on the street, although on-street parking would not be preferred.

Public Comments

Jacob Potter, 5229 S. Powell Avenue, expressed concerns regarding safety, noise, and parking.

Mike Potter, 5705 W. U.S. 40 Highway, stated that he has been in business for 50 years and believes Short-Term Rentals should not be located within residential neighborhoods. He expressed concerns about potential parties at the property.

In response, Ms. Gibson stated that the owners have installed noise-monitoring devices both inside and outside the home, exceeding the City's requirement for an interior device. She explained that strict house rules will be enforced to prevent parties and that exterior cameras will alert the homeowners if more than the permitted number of guests arrive at the property. Ms. Gibson further stated that the property management company employs eight full-time staff members, ensuring someone is always available to respond to any issues that may arise.

In response to Commissioner Ashbaugh's question, Ms. Gibson stated that guests will access the home using a unique code provided at check-in.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-200-03 – Special Use Permit – 3601 S. Noland Road –** A request to approve a Special Use Permit to operate a rental car business.

Staff Presentation

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

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the proposed parking area would be located behind the strip center and would be used solely for overflow parking associated with the Avis Car Rental facility located at 3701 S. Noland Road.

Commissioner Ashbaugh asked whether Avis planned to install lighting on the site. Mr. Glaser stated that electrical permits would be required if lighting is installed in the future.

Applicant Comments

Bill Moore, 801 W. 47th Street, Kansas City, stated he is the attorney representing the applicant. Mr. Moore provided a brief history of the property and explained that Avis had experienced parking constraints at its existing location. He stated that the property owner began searching for a nearby lot that could be used for overflow vehicle storage.

Mr. Moore noted that customers would not access the overflow lot and that only Avis staff would retrieve vehicles from the site. He also stated that the applicant would like to install security lighting and that any lighting would be directed downward and away from nearby residential properties.

In response to Commissioner Nesbitt's question, Mr. Moore stated that healthy trees along the property would remain in place to provide a buffer between the parking area and adjacent residential homes. Commissioner Nesbitt requested that staff ensure any future lighting is directed toward Noland Road and away from the neighboring residences.

In response to Commissioner Ashbaugh's question regarding stormwater detention, Rick Arroyo stated that stormwater detention would not be required unless the applicant pursued future building permits. Mr. Arroyo also noted that any site lighting would be required to comply with City Code, including regulations governing light levels and fixture direction.

Marshal Blount, Kansas City, stated that the applicant had not yet determined the amount of lighting that would be necessary but would comply with all applicable City Code requirements. He added that the applicant is also considering the installation of security cameras but has not made a final decision.

Public Comments
No public comments.

Motions
Commissioner Eric Ashbaugh made a motion to add a condition that lighting be installed before the lot can be used. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case with conditions as outlined by staff and the added condition for lighting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-100-05 – Rezoning – 16523 E US 40 Hwy** – A request to rezone the property from R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General Commercial).

Staff Presentation
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments
Sebrina Johnson, 7211 Marion Avenue, Kansas City, stated that she has always enjoyed teaching and cooking. She shared fond memories of Stephenson's Apple Farm and explained her vision for the property, which includes teaching trade skills such as construction and HVAC, as well as culinary arts. Ms. Johnson stated that she also plans to incorporate urban farming to provide fresh produce. She explained that her long-term vision includes a student-led restaurant and, eventually, an event space on the property.

In response to Commissioner Nesbitt's question, Ms. Johnson stated that she has made a significant financial investment in the property and has additional funding available to support future growth and development.

Public Comments
Shane Ray, 7211 Marion Avenue, Kansas City, stated that he is Ms. Johnson's son and that the project represents a dream she has invested considerable time and effort into pursuing. He expressed his belief that the project will be a positive asset to the community by providing quality food and opportunities for individuals to learn valuable skills.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-125-03 – Rezoning/PUD – 20691 E US 24 Highway –** A request to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approving a preliminary development plan.

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

In response to Chairwoman Wiley's question, Mr. Glaser stated that New Town at Harmony is a similar type of development, although the proposed homes would be larger. He noted that City staff is confident the developer can meet all applicable engineering and design standards required by the Unified Development Ordinance.

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the setback is measured from the right-of-way line and stated that a 20-foot setback should adequately accommodate modern vehicles. Mr. Arroyo added that the developer intends for the homes to be owner-occupied.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated that long-term rentals are generally permitted within single-family residential developments. He noted that a homeowners

association may adopt covenants restricting owners from renting their homes for a specified period, such as two or three years, although such restrictions may not permanently prohibit rentals.

City Attorney Mitch Langford stated that a homeowners association may establish rules prohibiting rentals; however, enforcement of those restrictions would be the responsibility of the association and could potentially result in legal disputes.

Applicant Comments

Bryan Rahn, 1000 High Point Drive, Lee's Summit, stated that he is working with Summit Homes on the proposed development. He explained that the applicant has worked closely with City staff to address local housing needs and create attainable homeownership opportunities. Mr. Rahn stated that the goal is for the homes to be priced below $300,000 and noted that the development will include a variety of home styles and architectural designs. He added that the project is intended to provide numerous outdoor recreational opportunities for residents.

Mr. Rahn stated that the proposed development is designed to provide attainable homeownership opportunities while incorporating neighborhood amenities and attractive architectural features. He explained that, while amenities such as a clubhouse and swimming pool are not feasible at the proposed price point, the development would include outdoor recreational features, open space, walking trails, a playground, and five fitness stations located throughout the community.

Mr. Rahn presented conceptual renderings of the development, including streetscape views, housing elevations, fitness pods, and the community mail station. He explained that the development is designed to maximize open space, with much of the western portion of the subdivision remaining undeveloped. Existing City-owned stormwater management areas would be incorporated into the overall site design. He noted that the layout provides buffering from adjacent residential properties through the use of open space and roadway placement.

Mr. Rahn stated that the development would include a one-mile trail system utilizing sidewalks and trails throughout the community. He emphasized the goal of creating an attractive neighborhood while maintaining housing affordability.

The applicant also presented examples of the proposed home designs and explained that the development would include a variety of architectural styles, materials, and color schemes to create visual diversity throughout the neighborhood. He stated that the project is intended as a for-sale community focused on homeownership opportunities.

In response to Chairwoman Wiley's question regarding housing options, Mr. Rahn stated that the development would include numerous home designs and elevations. While many of the homes share similar footprints, the project includes a variety of architectural styles and building configurations, including some three-story models. He explained that the design team intentionally incorporated varied rooflines, porches, materials, and façade treatments to avoid a repetitive appearance while maintaining affordability.

In response to Commissioner Nesbitt's question regarding building height, the applicant stated

that the three-story home model would comply with the maximum height requirements of the Unified Development Ordinance and is anticipated to be approximately 37 feet tall. Commissioner Nesbitt asked whether the proposed walking trail would be a permanent feature of the development. The applicant stated that the trail is intended to be constructed as shown on the plans and would be located within a tract maintained by the homeowners association.

Commissioner Nesbitt asked whether the development would be similar to another project previously constructed by the applicant. The applicant stated that the proposed homes would feature a more traditional front-entry design and architecture.

Commissioner Nesbitt also asked about architectural variety within the development. The applicant stated that the neighborhood would include a variety of roof pitches and home designs, although the majority of the homes would feature traditional architectural styles. He noted that the proposed streetscape reflects the character and appearance anticipated for the development.

When asked about exterior colors and materials, the applicant stated that a variety of colors would be incorporated throughout the neighborhood. He noted that Summit Homes would be responsible for home construction and deferred additional questions regarding colors and materials to the builder's representative.

In response to Commissioner Nesbitt's question regarding architectural standards, Aaron Young, 1450 Holmes Avenue, Kansas City, Missouri, Vice President of Development for Summit Homes, stated that the homeowners association would establish and enforce architectural guidelines for the development. He explained that an architectural review committee would oversee the approval of home elevations, exterior colors, materials, and other design elements to ensure consistency throughout the neighborhood.

Mr. Young stated that the development would include a variety of home styles and floor plans, including ranch, two-story, and three-story homes. While many of the homes would share similar footprints to help maintain affordability, he noted that the project would offer a variety of elevations and design options to create visual diversity throughout the neighborhood.

In response to Commissioner Nesbitt's question regarding foundations, Mr. Young stated that the development is being designed primarily with slab foundations in mind; however, homeowners would have the option of selecting a basement foundation at an additional cost. When asked about storm shelter accommodations, Mr. Young stated that specific home plans have not yet been finalized and could not provide details regarding potential safe rooms or similar features.

Commissioner Nesbitt also asked about the anticipated timeline for the development. Mr. Young stated that a typical phase of approximately 50 homes would be expected to build out over an 18-month period. Based on current market conditions, he estimated that the entire development could be completed in less than five years.

In response to Commissioner Ashbaugh's question regarding fencing, Mr. Young stated that homeowners would have the option to install fences, subject to homeowners association standards and approved materials. He noted that chain-link fencing would not be permitted.

Commissioner Ashbaugh also asked about lot dimensions and spacing between homes. The applicant stated that the homes would generally be separated by approximately 10 feet and would be located on lots that vary in size throughout the development. The applicant explained that the site contains relatively gentle topography and is being designed to accommodate the proposed housing types.

In response to questions regarding stormwater management, Mr. Rahn stated that runoff from the development would be managed through an existing detention basin that was originally designed to accommodate drainage from the site, as well as four additional detention facilities proposed as part of the development. The applicant noted that the project engineering has been designed to address runoff from roofs, driveways, and other impervious surfaces.

Richard Michael of HG Consult, 25604 NE Colburn Road, Lee's Summit, representing the applicant, addressed questions regarding stormwater drainage for the proposed subdivision. He explained that although the lot sizes are smaller and more condensed, the overall impervious surface coverage is comparable to that of a conventional subdivision. He noted that the engineering and grading plans have undergone extensive design work and multiple staff reviews and are substantially developed despite being presented as a preliminary plan.

Mr. Michael stated that the site grading is designed to direct as much stormwater runoff as possible into the street system, where the majority of the storm sewer infrastructure is located. Roof drainage and driveway slopes are designed to direct water toward the streets, while rear yard drainage will be managed through swales, field inlets, and connections to the overall storm sewer system. He further noted that the development complies with required stormwater release rates and includes four detention basins designed to provide both drainage functionality and site amenities. He explained that some basins are intended to remain wet for extended periods, depending on weather conditions and site hydrology.

In response to Commissioner Nesbitt's question regarding school district capacity, Mr. Rahn stated that he had notified the Fort Osage School District of the proposed development but had not received a response regarding any potential impacts on school capacity.

Public Comments

Lisa Stewart, 20313 E. 16th Street North, expressed concerns regarding the potential impact of the development on the Fort Osage School District, stating that the district’s schools are already overcrowded and may not have the capacity to accommodate additional students generated by the proposed development. She also expressed concerns regarding the proposed street connection between the new development and the Blue Mills subdivision. She stated that a connection would increase vehicle traffic, pedestrian traffic, and noise within the existing neighborhood. She noted that another nearby subdivision already utilizes Blue Mills as a connection to major roadways, which she believes has increased traffic in the area. Additionally, she expressed concerns that the construction of new homes in the proposed price range could increase surrounding property valuations and property taxes for existing residents.

John Tann, 20305 E. 17th Terrace North, stated that while he supported the concept of single-family housing, he shared concerns regarding the proposed connection between the new subdivision and the existing neighborhood. He stated that additional connections could increase traffic and negatively affect neighborhood safety and quality of life. Mr. Tann also questioned the proposed reduction in minimum lot sizes and home site standards, expressing concern that the request was intended to increase development density. He further echoed concerns regarding the capacity of the Fort Osage School District to accommodate additional students.

Matthew Friel, 20304 E. 16th Street North, stated that he believed the proposed development was not compatible with the character of the Blue Mills subdivision, describing the existing neighborhood as consisting primarily of traditional single-family homes on larger lots. He expressed concerns regarding the proposed street connection to Blue Mills, stating that it would increase traffic through the existing neighborhood and could create safety concerns, particularly near the intersection of 16th Street and Blue Mills Road. Mr. Friel also questioned whether existing roadway infrastructure and traffic signals could adequately accommodate additional traffic generated by the development. He suggested that alternative access points should be considered and reiterated concerns regarding school capacity.

Cory Bolin, 1501 N. Millburn Avenue, stated that he agreed with the concerns raised by previous speakers regarding traffic, neighborhood compatibility, and school capacity. He expressed concern that the proposed homes would differ significantly in style and scale from surrounding homes and questioned whether the project would provide the attainable housing benefits described by the applicant. Mr. Bolin also stated that existing residents utilize the undeveloped area as open green space and expressed concern that development would alter neighborhood views and character. Additional concerns included the lack of nearby public transit, the site's topography and potential impacts on adjacent properties, and the developer's prior litigation history.

Kevin King, 20238 E. 17th Street Court North, stated that he supported efforts to bring new housing opportunities to Independence but encouraged the developer to hold a neighborhood meeting to improve communication with nearby residents. He expressed concerns regarding site grading, stormwater runoff, increased traffic associated with the proposed street connections, and the size of the proposed homes compared to existing homes in the area. Mr. King also raised concerns regarding slab-on-grade construction and suggested that storm shelter accommodations should be considered for homes without basements.

Megan Hultz, 1429 N. Millburn Avenue, said one of the primary reasons she purchased her home was the open views and undeveloped landscape located behind her property. She expressed concern that the proposed development would eliminate the existing open space and alter the character of the area. Ms. Hultz stated that she valued the quiet nature of the neighborhood and wished to preserve the existing green space.

Chad, 1529 N. Millburn Avenue, expressed concerns regarding existing traffic conditions near the intersection of 16th Street and Millburn Avenue and stated that additional development would likely increase congestion in the area. He also questioned whether the proposed stormwater management system would adequately address runoff and flooding concerns, noting

that nearby areas already experience significant water accumulation during heavy rainfall events.

In response to concerns raised during public testimony, Mr. Rahn stated that traffic and stormwater analysis had been completed and updated throughout the review process in coordination with City staff. The applicant noted that additional review would continue during the final plat and final development plan stages. The applicant acknowledged that the site contains rolling topography but stated that proposed grading and stormwater improvements would allow runoff to be managed and controlled more effectively than existing conditions.

The applicant further stated that the proposed homes would range from approximately 1,200 to 1,800 square feet and would be priced below $300,000, with some products potentially available in the low $200,000 range depending on lot and foundation type. Representatives explained that the project was intended to provide attainable homeownership opportunities and meet a growing demand for lower-cost new housing options.

In response to concerns regarding roadway connections, Mr. Rahn stated that the proposed street network and access points were developed in accordance with traffic studies and City staff recommendations, emphasizing that connectivity between neighborhoods is an important planning consideration and that the proposed access configuration was based on professional traffic engineering analysis.

Commissioner Nesbitt asked whether an additional access point to Little Blue Parkway could be provided for the development. Staff explained that developments of this size are required by fire code to have at least two access points and noted that the applicant had submitted a traffic study as part of the review process. Staff further stated that an additional access point to Little Blue Parkway was not feasible due to sight-distance limitations associated with the roadway curvature.

Commissioner Nesbitt also inquired about existing dead-end streets within the Blue Mills subdivision. Mr. Arroyo confirmed that the subdivision had originally been planned with future street connections and explained that a detention basin constructed by the City now prevents the extension of Millhaven Drive through the area.

Commissioner Ashbaugh asked if Powell Road could provide alternative access routes. Mr. Arroyo explained that Powell Road is currently an unimproved dead-end roadway and that the City's Comprehensive Plan anticipates its future relocation to the west. Staff stated that the proposed development would not extend Powell Road southward and that the roadway was intentionally not designed to serve as a through connection in its current configuration.

Chairwoman Wiley asked staff to clarify the scope of the request and the approval process. Staff explained that the application was a Planned Unit Development (PUD) rezoning request and that, if recommended for approval by the Planning Commission and subsequently approved by the City Council, the project would proceed to additional engineering and design review. Mr. Arroyo noted that detailed review of stormwater management, infrastructure improvements, and other technical requirements would occur during subsequent development plan and plat review processes.

Commissioner Comments
Commissioner Nesbitt expressed concerns about traffic flowing through the existing neighborhood.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

Chairwoman Wiley called for a short recess. The meeting reconvened at 8:39 p.m.

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5. **Case 26-810-01 – Preliminary Development Plan – 136 E. White Oak** – A request to approve a Preliminary Development Plan for The Cottages at White Oak.

Commissioner Torres stated he would abstain from voting due to his service on the Community Services League Board.

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

In response to Commissioner Ashbaugh's question regarding the meaning of a BMP, Assistant Director Rick Arroyo explained that BMP stands for Best Management Practice and refers to methods used to manage stormwater runoff. He stated that BMPs can include a variety of stormwater mitigation measures, such as bio-retention areas, storm inlet boxes designed to collect floatable debris, and stormwater detention facilities.

In response to Commissioner Nesbitt's question regarding parking for the development, Mr. Harker explained that a condition of approval requires the Community Services League (CSL) to record a deed restriction that permanently provides parking opportunities for residents in the CSL parking lot. Mr. Harker confirmed that adequate parking would be available.

Applicant Comments
Applicant Doug Cowan, President and CEO of Community Services League (CSL), introduced himself and noted that CSL is celebrating its 110th anniversary in 2026. Mr. Cowan explained that the application references CSL Housing Solutions, a wholly owned subsidiary of CSL established to acquire, develop, and maintain safe, stable, and affordable housing. He provided an overview of CSL's housing initiatives, noting the organization has served as a HUD-certified housing counseling agency for nearly 20 years, manages 155 housing units for formerly homeless individuals through HUD partnerships, and administers millions of dollars annually in housing assistance programs. He also highlighted CSL's affordable home construction efforts, homeless outreach programs, and rental and utility assistance programs.

Mr. Cowan stated that the proposed development is intended to address the growing need for

affordable housing by constructing nine 360-square-foot homes adjacent to CSL's headquarters. He explained that the homes are primarily intended for participants employed through CSL's roadside litter removal program, providing residents with convenient access to employment, case management, and supportive services. He noted the location is also adjacent to a KCATA bus transfer station, making transportation more accessible. Mr. Cowan stated that CSL has visited similar housing developments, including Eden Village and the Veterans Community Project, and believes the proposed project will provide a supportive community while helping residents transition to stable housing. He concluded by stating that the development represents an important step toward expanding affordable housing opportunities in Independence and requested the Commission's favorable consideration.

In response to a Chairwoman Wiley's question regarding whether there is a time limit for residents to remain in the homes, Mr. Cowan stated that the goal is to help residents transition to market-rate housing or homeownership, but there is no set time limit. He explained that the length of residency will vary based on each individual's circumstances, with some residents moving on quickly while others may require a longer period of stability. Mr. Cowan noted that CSL offers supportive services, including a matched savings program funded through a local grant, to help residents build financial stability and eventually transition to permanent housing.

Public Comments

Roxanne Robinson, 131 E. Farmer Street, spoke in opposition to the request. Ms. Robinson expressed concerns about locating the tiny home development in her neighborhood, potential future expansion, property values, neighborhood safety, and onsite management. She also asked questions regarding resident eligibility, occupancy, length of residency, and pet policies.

John Gray, 1109 E. 105th Street, Edwardsville, Kansas, spoke in opposition to the request on behalf of Second Baptist Church. Pastor Gray acknowledged the work of Community Services League but expressed concerns regarding safety, trespassing, vandalism, parking, and the project's proximity to the church. He also stated the church should have been consulted earlier in the planning process.

Nancy Harris, 15308 E. Truman Road, spoke in opposition to the request. Ms. Harris expressed concerns about property damage, illegal dumping, theft, and other issues she attributed to homelessness. She stated she believed the proposed development would negatively impact the surrounding neighborhood and questioned why similar projects are frequently located in the area.

In response, applicant Doug Cowan acknowledged the concerns raised and stated that Community Services League is committed to being a good neighbor. He explained that the proposed homes would be permanent structures built on foundations and would serve single occupants who have demonstrated readiness for independent housing, primarily individuals participating in CSL's employment programs. He stated that residents would be screened, receive ongoing case management and supportive services, and be expected to comply with lease requirements.

The applicant explained that the development is intended to provide service-enriched housing by locating residents adjacent to employment opportunities and support services offered through

CSL. He stated that the organization currently employs private security at its facilities, intends to continue security patrols for the development, and plans to install security cameras and provide onsite property management and social service staff. He also noted that lease provisions, including policies regarding overnight guests and pets, are still being finalized.

In response to concerns regarding communication with neighboring property owners, including Second Baptist Church, Mr. Cowan acknowledged that additional outreach should have occurred prior to the public hearing and apologized for not contacting church leadership earlier in the process. He stated that CSL intends to continue working with surrounding property owners to address concerns and maintain positive relationships if the project moves forward.

Commissioner Comments

Commissioner Nesbitt asked whether the Planned Unit Development would require a berm and fence around the development. Staff confirmed that a fence is shown on the PUD plan. Commissioner Nesbitt expressed concerns about the layout of the proposed development, stating he believed a single building may be more compatible with the surrounding neighborhood than multiple small homes. He concluded by stating he would not support the request.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 4, No 2, Abstained 1.

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6. **Case 26-810-02 – Preliminary Development Plan - McBee Acres –** A request to approve a Preliminary Development Plan for McBee Acres generally located north of US 24 Hwy and west of Salem Drive.

Staff Presentation

Brian Harker presented the case, noting that his presentation would cover both the Preliminary Development Plan and Final Plat requests. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Commissioner Nesbitt asked whether there had previously been discussion about restricting parking on one side of the street due to concerns regarding street width and access for fire trucks, trash collection, and other vehicles. Mr. Arroyo responded that the traffic engineer was to evaluate whether parking restrictions would be necessary and noted that additional parking areas had been incorporated into the development to help mitigate on-street parking concerns.

Mr. Arroyo explained that the development infrastructure has already been constructed and that the request was primarily to update the Planned Unit Development (PUD) plan due to its expiration and to modify the lot configuration by establishing building envelopes. Staff noted that the previous PUD plan generally showed two large lots, while the revised plan creates multiple building envelopes within those larger tracts for financing and development purposes.

Applicant Comments

Jack Murphy, 3215 N. Juanita Drive, Buckner, Missouri, explained that the building envelopes are not separate lots but designate the areas where buildings will be constructed. He stated that creating the envelopes allows individual structures to be financed and permitted separately, rather than requiring financing for the entire development at one time. Mr. Murphy indicated that the land between the building envelopes would remain under common ownership and be maintained by the homeowners association (HOA).

In response to questions from the Commission, Mr. Murphy stated that the development is intended to remain a rental community and that the developer plans to retain ownership of the buildings. He explained that the HOA would be responsible for maintaining common areas, including green space, walking trails, benches, and detention facilities. Mr. Murphy further noted that establishing the HOA provides a mechanism for maintaining the property and addressing ownership responsibilities should portions of the development ever be sold in the future.

Mr. Arroyo clarified that the HOA would be necessary regardless of whether the units were owner-occupied or leased, as all units would contribute toward the maintenance of common areas and amenities within the development.

Public Comments

No public comments

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

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7. **Case 26-320-03 – Final Plat – McBee Acres –** A request to approve a final plat generally located north of US 24 Hwy and west of Salem Drive.

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

ROUNDTABLE - NEXT MEETING JUNE 23, 2026

ADJOURNMENT

The meeting was adjourned at 9:56 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-065 **1R** An ordinance approving a final plat for Meadowbrook Estates – 2nd Plat located Southeast of Eureka Road and R.D. Mize Road in Independence, Jackson County, Missouri. **1R Read**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of the Final Plat of Meadowbrook Estate- 2nd Plat with the following conditions:

1. In lieu of half-road improvements along E. R.D. Mize Road and Eureka Road, the E. R.D. Mize Road curve shall be improved with a minimum radius for a 35-mph roadway. An additional ten feet of right-of-way shall be dedicated for a future sidewalk along the north side of R. D. Mize Road from Brook Ridge Court to the end of the existing sidewalk on R. D. Mize Road.
2. The existing utility easements across proposed Lots 66, 67, 68 and 103 must be vacated by separate action.
3. McBee Avenue should be renamed E. 32nd Terrace S. Mize Ridge Court is S. Mize Ridge Court.
4. Street addresses will be assigned as follows:

   E. Eureka Road- Lot 94 = 21309, Lot 95 = 21315, Lot 96 = 21415 and Lot 97 = 21601

   E. 32nd Terrace S.- Lot 54 = 21314, Lot 55 = 21310, Lot 56 = 21306, Lot 57 = 21302, Lot 58 = 21303, Lot 59 = 21307, Lot 60 = 21311 and Lot 61 = 21315

   S. Meadow Avenue- Lot = 3200, Lot 63 = 3108, Lot 64 = 3104, Lot 65 = 3100, Lot 66 = 3101, Lot 67 = 3105, Lot 68 = 3109 and Lot 93 = 3201

   E. 32nd Street S.- Lot 69 = 21414, Lot 70 = 21418, Lot 71 = 214500, Lot 72 = 21504, Lot 73 = 21508, Lot 74 = 21600, Lot 75 = 21604, Lot 76 = 21608, Lot 77 = 21700, Lot 78 = 21704, Lot 79 = 121708, Lot 80 = 21712, Lot 81 = 71800, Lot 82 = 2180, Lot 83 = 21713, Lot 84 = 21709, Lot 85 = 21705, Lot 86 = 21701

   S. Brooke Ridge Court- Lot 98 = 3204, Lot 99 = 3200, Lot 100 = 3108, Lot 101 = 3105, Lot 102 = 3109, Lot 103 = 3101 and Lot 104 = 3205

   Note that corner lots have two addresses.

5. Lots 54 and 55 must have landscape screening along their rear property lines in accordance with the Unified Development Ordinance Section 14-503-13. A note shall be included on the Final Plat.

6. There is a stream buffer along the east side of RD Mize Road. The plat shows a drainage easement across Lots 54 and 55. This drainage easement may serve as the stream buffer setback as was allowed in Phase 1. The drainage easement must be extended through Lots 56 and 57. The plat must indicate no permanent structures can be placed within the drainage easement. A note indicating the drainage easement is the stream buffer setback must be included on the Final Plat.
7. A copy of revised CC&R's will be recorded.

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

Commissioner Wiley - Yes

Commissioner Ferguson – Yes

Commissioner Young – Yes

Commissioner Nesbitt – Yes

Commissioner O'Neil – Yes

Commissioner Ashbaugh – Yes

Commissioner Torres - Yes

The motion passed with a recommendation for approval to be forwarded to the City Council for consideration. Staff concurs with the recommendation of the Planning Commission.

Background:

Project Description

After receiving Preliminary Plat approval in spring 2019 to restart this development after many years of inactivity, site conditions have forced the developer to create yet another subdivision design modifying the street layout and subsequently reducing the number of lots. Bedrock at a shallow depth and sloping terrain forced the consolidation of multiple lots in the north central part of the site into a single, large lot.

This redesign will now feature 51 total lots (four of which front onto E. Eureka Road), a reduction from the 74 lots of the previous layout. Two common tracts are planned, one for subdivision's swimming pool and another, between Lots 55 and 56, for utility service connections. Save for the lots which front onto E. Eureka Road, all lots will be accessed by new internal streets constructed with the project. The minimum lot size is 10,000 square feet with a minimum lot width of 75 feet at the building line.

The existing homes association is controlled by the developer; the covenants and restrictions will be updated with the addition of these lots. Annual dues are collected to maintain the detention basins, entrances, and pay taxes on the common tracts.

ANALYSIS

Storm Water: In conjunction with Phase 1, two detention basins (Tracts A and B) were designed and constructed to detain stormwater for all phases of the project. Underground storm sewers will be extended to serve the new phases of the development.

Street Improvements: Additional right-of-way was dedicated with the first plat in 2003 on the north side of E. R.D. Mize Road to realign the curve radius to meet engineering standards for the existing speed limit. Street improvements to E. R.D. Mize Road were to be constructed in conjunction with the second phase of the project as a condition of plat approval. After falling into receivership in the late 2000's, the project was purchased by the current developer who received City approval of a revised Preliminary Plat in 2019; however, an agreement for the street improvements for E. R.D. Mize Road was never finalized. Over several months, staff worked with the developer without success to reach an agreement for the E. R.D. Mize Roadway improvements. Discussions resulted in improving the 2-lane section of the E. R.D. Mize Road curve with a minimum geometric design standard for a 35-mph roadway. Discussions also included adding an additional ten feet of right-of-way for a future sidewalk along the north side of R. D. Mize Road from Brook Ridge Court to the end of the existing sidewalk on R. D. Mize Road. Staff believe the improvements discussed are necessary to address driver safety, citizens' concerns about sight-distance and address area residents' concerns about walkability.

Public Utilities and Sewers: Water and sanitary sewers are available in the existing subdivision and will be extended to service the proposed phases with additional fire hydrants added.

Historic Buildings/Archaeological Sites: There are no apparent historic or archaeological concerns with this property.

Landscaping: Lots 54 and 55 must have landscape screening along their rear property lines in accordance with the Unified Development Ordinance Section 14-503-13. A note shall be included on the Final Plat.

Consistency with *Independence for All*, Strategic Plan: The proposal relates to the goal of "Achieve livability, choice, access, health and safety through a quality, built environment" through building new housing units to fill a market need.

Comprehensive Plan Guiding Land Use Principles: The Imagine Independence 2040 Comprehensive Plan designated this site for "Existing Residential Development."

Covenants (CC&R's): A copy of the revised CC&R's will be recorded.

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

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 26-320-01
2. Staff Report 26-320-01
3. Application_Redacted
4. Cover Letter_Redacted
5. Meadowbrook Estates 2nd Plat 2-6-25
6. Zoning Map
7. Comp Plan Map
8. Planning Commission Meeting Minutes 06.09.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FINAL PLAT FOR MEADOWBROOK ESTATES – 2nd PLAT LOCATED SOUTHEAST OF EUREKA ROAD AND R.D. MIZE ROAD IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS, the application submitted by McBee Construction requesting approval of the Final Plat entitled "Meadowbrook Estates – 2nd Plat," was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Planning Commission considered the Final Plat on June 9, 2026, and rendered a report to the City Council recommending the plat be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the Final Plat is consistent with the approval criteria in Section 14-702-04.

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

SECTION 1. That the Final Plat entitled "Meadowbrook Estates - 2nd Plat" is a subdivision located in:

SEC-15 TWP- 49 RNG-31---PT SW 1/4 & PT SE 1/4 DAF: BEG 592.68' E & 25' S OF NW COR SW 1/4 TO TRU POB TH CONT S 2 DEG 11 MIN 11 SEC W 501.15' TO PT ON RD MIZE RD TH S 15 DEG 28 MIN 46 SEC E 225.2' TO NW COR LOT 25 MEADOWBROOK ESTATES FIRST PLAT TH N 66 DEG 12 MIN 22 SEC E 244.2' TH SELY ALG CURV LF ITB S 23 DEG 47 MIN 38 SEC E W RAD 225' DIST 66.7' TH ALG NWLY LI LOT 24 N 49 DEG 13 MIN 11 SEC E 176' MOL TO PT ON CURV RI DIST 324.51' TH NLY 170.21' TH WLY 248.45' TH NLY 208.71' TO S LI EUREKA RD TH W ALG SD S ROW LI 170' TO TRU POB (KNOWN AS PT TR I CERT SUR BK T-8 PG 48)

SEC-15 TWP-49 RNG- 31 ---PT SW 1/4 DAF BEG 1173.39' E & 25' S OF NW COR SW 1/4 ON S ROW LI EUREKA RD TH E 144.5' TH S 208.72' TH E 208.72' TH N 208.72' TO SD S ROW LI TH E 305.1' ALG SD ROW TH S 25' ALG SD ROW LI TH S 17 DEG W 165.57' TH SELY 188.46' ALG CURV LF TH S 71 DEG E 219.25' TH S 15 DEG W 636.09' TO PT ON N LI LOT 14 MEADOWBROOK ESTATES FIRST PLAT TH N 87 DEG 38 MIN 06 SEC W 81' MOL TH N 74 DEG 09 MIN 23 SEC W 479.04' TH N 66 DEG 59 MIN 55 SEC W 255.32' TH NELY ALG CURV TO LF 56.75' TH N 70 DEG 14 MIN 29 SEC W 183.39' TH N 02 DEG 11 MIN 11 SEC E 70.13' TH N 42 DEG 21 MIN 06 SEC W 13.35' TH NWLY ALG CURV RI 324.51' TH N 170.21' TH E 162.26' TH N 208.71' TO POB (KNOWN AS PT TR 2 CERT SUR T-8 PG-48)

SEC-15 TWP- 49 RNG-31---PT SW 1/4 & PT SE 1/4 DAF: BEG NE COR LOT 7 MEADOWBROOK ESTATES FIRST PLAT TH NLY 1134.41' MOL TH WLY 237.16' TH SLY 205' TH WLY 448.48' TH SWLY 425.62' TO PT ON NLY LI LOT 14 MEADOWBROOK ESTATES FIRST PLAT TH S 74 DEG 09 MIN 23 SEC E 49' MOL TH S 87 DEG 38 MIN 06

SEC E 550' TH S 02 DEG 21 MIN 54 SEC W 56.82' TH S 87 DEG 38 MIN 06 SEC E 189.99' TO POB (KNOWN AS PT TR 1 CERT SUR T-8 PG-48)

SECTION 2. All of the conditions of approval have been resolved by the applicant except for the conditions listed below:

1. In lieu of half-road improvements along E. R.D. Mize Road and Eureka Road, the E. R.D. Mize Road curve shall be improved with a minimum radius for a 35-mph roadway. An additional ten feet of right-of-way shall be dedicated for a future sidewalk along the north side of R. D. Mize Road from Brook Ridge Court to the end of the existing sidewalk on R. D. Mize Road.
2. The existing utility easements across proposed Lots 66, 67, 68 and 103 must be vacated by separate action.
3. McBee Avenue should be renamed E. 32nd Terrace S. Mize Ridge Court is S. Mize Ridge Court.
4. Street addresses will be assigned as follows:
   E. Eureka Road- Lot 94 = 21309, Lot 95 = 21315, Lot 96 = 21415 and Lot 97 = 21601
   E. 32nd Terrace S.- Lot 54 = 21314, Lot 55 = 21310, Lot 56 = 21306, Lot 57 = 21302, Lot 58 = 21303, Lot 59 = 21307, Lot 60 = 21311 and Lot 61 = 21315
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   E. 32nd Street S.- Lot 69 = 21414, Lot 70 = 21418, Lot 71 = 214500, Lot 72 = 21504, Lot 73 = 21508, Lot 74 = 21600, Lot 75 = 21604, Lot 76 = 21608, Lot 77 = 21700, Lot 78 = 21704, Lot 79 = 121708, Lot 80 = 21712, Lot 81 = 71800, Lot 82 = 2180, Lot 83 = 21713, Lot 84 = 21709, Lot 85 = 21705, Lot 86 = 21701
   S. Brooke Ridge Court- Lot 98 = 3204, Lot 99 = 3200, Lot 100 = 3108, Lot 101 = 3105, Lot 102 = 3109, Lot 103 = 3101 and Lot 104 = 3205
   Note that corner lots have two addresses.
5. Lots 54 and 55 must have landscape screening along their rear property lines in accordance with the Unified Development Ordinance Section 14-503-13. A note shall be included on the Final Plat.
6. There is a stream buffer along the east side of R.D. Mize Road. The plat shows a drainage easement across Lots 54 and 55. This drainage easement may serve as the stream buffer setback as was allowed in Phase 1. The drainage easement must be extended through Lots 56 and 57. The plat must indicate no permanent structures can be placed within the drainage easement. A note indicating the drainage easement is the stream buffer setback must be included on the Final Plat.
7. A copy of revised CC&R's will be recorded.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 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
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: June 9, 2026 **STAFF:** Brian L. Harker, Planner

PROJECT NAME: Meadowbrook Estate-2nd Plat

CASE NUMBER/REQUEST: **Case 26-320-01 – Final Plat – Meadowbrook Estates, Phase 2 –** A request to approve a final plat generally located southeast of Eureka Road and R.D. Mize Road.

APPLICANT: McBee Construction – Jack Murphy

OWNER: McBee Construction – Jesse McBee

PROPERTY LOCATION: Southeast corner of R.D. Mize Road and Eureka Road

SITE ACREAGE: 29.16 acres +/-

NUMBER OF LOTS/TRACTS: 50 lots/2 tracts

PROPERTY ZONING: R-4 (Single-Family Residential - Low Density)

CURRENT USE: Undeveloped land

SURROUNDING ZONING/LAND USE:
N/E/W: R-A (Residential Agriculture)…single-family residences and vacant lots
South: R-4 (Single Family Residential – Low Density); Single-family residences

FURTHER ACTION:
Following action by the Planning Commission, this application is scheduled for first reading by the City Council on July 6, 2026 and the second reading on July 20, 2026.

RECOMMENDATION

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

1. The R.D. Mize Road curve shall be improved with a minimum radius for a 35-mph roadway. An additional ten feet of right-of-way shall be dedicated for a future sidewalk along the north side of R. D. Mize Road from Brook Ridge Court to the end of the existing sidewalk on R. D. Mize Road.
2. The existing utility easements across proposed Lots 66, 67, 68 and 103 must be vacated by separate action.
3. McBee Avenue should be renamed E. 32nd Terrace S. Mize Ridge Court is S. Mize Ridge Court.
4. Street addresses will be assigned as follows:

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S. Brooke Ridge Court- Lot 98 = 3204, Lot 99 = 3200, Lot 100 = 3108, Lot 101 = 3105, Lot 102 = 3109, Lot 103 = 3101 and Lot 104 = 3205

Note that corner lots have two addresses.

5. Lots 54 and 55 must have landscape screening along their rear property lines in accordance with the Unified Development Ordinance Section 14-503-13. A note shall be included on the Final Plat.
6. There is a stream buffer along the east side of R.D. Mize Road. The plat shows a drainage easement across Lots 54 and 55. This drainage easement may serve as the stream buffer setback as was allowed in Phase 1. The drainage easement must be extended through Lots 56 and 57. The plat must indicate no permanent structures can be placed within the drainage easement. A note indicating the drainage easement is the stream buffer setback must be included on the Final Plat.
7. A copy of revised CC&R's will be recorded.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

This final plat application is in conformance with preliminary plat application that was approved in January of 2022. A new preliminary plat application is being considered concurently with this application. Below is the project description from the orignal application:

To restart this development after many years of inactivity, site conditions have forced the developer to create yet another subdivision design modifying the street layout and subsequently reducing the number of lots. Bedrock at a shallow depth and sloping terrain forced the consolidation of multiple lots in the north central part of the site into a single, large lot.

This redesign will now feature 51 total lots (four of which front onto Eureka Road), a reduction from the 74 lots of the previous layout. Two common tracts are planned, one for subdivision's swimming pool and another, between Lots 55 and 56, for utility service connections. Save for the lots which front onto Eureka Road, all lots will be accessed by new internal streets constructed with the project. The minimum lot size is 10,000 square feet with a minimum lot width of 75 feet at the building line.

The existing homes association is controlled by the developer; the covenants and restrictions will be updated with these lots added. Annual dues are collected to maintain the detention basins, entrances, and pay taxes on the common tracts.

ANALYSIS

Storm Water: In conjunction with Phase 1, two detention basins (Tracts A and B) were designed and constructed to detain stormwater for all phases of the project. Underground storm sewers will be extended to serve the new phases of the development.

Street Improvements: Additional right-of-way was dedicated with the first plat in 2003 along the north side of R.D. Mize Road to realign the curve radius so it met engineering standards for the existing speed limit. Street improvements to R.D. Mize Road were intended to be constructed with the second phase of the project as a condition of that plat approval. After the project fell into receivership in the late 2000s, it was acquired by the current developer, who received City approval of a revised Preliminary Plat in 2019. That approval has since expired and is now being reviewed concurrently with this final plat.

As part of this phase, the R.D. Mize Road curve must be improved to provide the minimum radius required for a 35-mph roadway. A sidewalk must also be constructed along the north side of R.D. Mize Road, extending from Brook Ridge Court to the terminus of the existing sidewalk. Staff believes these improvements are necessary to address driver safety, improve sight-distance concerns, and respond to residents' requests for enhanced walkability in the area.

Public Utilities and Sewers: Water and sanitary sewers are available in the existing subdivision and will be extended to service the proposed phases with additional fire hydrants added.

Historic Buildings/Archaeological Sites: There are no apparent historic or archaeological concerns with this property.

Landscaping: Lots 54 and 55 must have landscape screening along their rear property lines in accordance with the Unified Development Ordinance Section 14-503-13. A note shall be included on the Final Plat.

Consistency with *Independence for All*, Strategic Plan: The proposal relates to the Goal "Achieve livability, choice, access, health and safety through a quality, built environment" through building new housing units to fill a market need.

Comprehensive Plan Guiding Land Use Principles: The Imagine Independence 2040 Comprehensive Plan designated this site for 'Existing Residential Development.

Covenants (CC&R's): A copy of revised CC&R's will be recorded.

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

EXHIBITS

1. Application
2. Cover Letter
3. Final Plat
4. Zoning Map
5. Comp Plan Map

INDEPENDENCE
• MISSOURI •

Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

Application Type (check all that apply)

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

Project Information and Location

Meadowbrook Subdivision
Project Name

Southeast of Eureka and R.D. Mize Roads
Project Address/Location

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
	29.16	51	Yes

Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use
R-4			single family homes

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

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

Contact Information

Applicant

Jack Murphy — Name
McBee Construction Co — Company
[redacted] — Address
[redacted] — Phone
[redacted] — Email

Owner

Jesse McBee — Name
Rock Bluff Development — Company
[redacted] — Address
[redacted] — Phone
[redacted] — Email

Architect/Engineer/Surveyor/Other: Civil Engineer

Robert Walquist — Name
Quist Engineering — Company
[redacted] — Address
[redacted] — Phone
[redacted] — Email

Architect/Engineer/Surveyor/Other: _____

Name
Company
Address
Phone
Email

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

Applicant's Signature — 12-11-2024 — Date

Owner's Signature — Date

May 2022

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

December 6, 2024

Dear Recipient,

Rock Bluff Development, LLC hereby submits the Final Plat for Meadowbrook Subdivision located southeast of Eureka and R.D. Mize roads the second phase in the Meadowbrook subdivision adding lots 54 through 104, a total of 51 lots, making up 29.16 acres of land zoned R-4 for residential use.

This expansion of the already existing subdivision is to create more lots for single family homes to be built on,

Thank you for your time and assistance with the project. Rock Bluff Development is committed to expanding the subdivision which values the needs of families and surrounding businesses. The future expansion of this development is consistent with the goals, policies, and standards of the City of Independence, in addition to the public health safety, environment, and general welfare of the public. Please direct any further questions or concerns to the provided contact below.

Thank you,

Jack Murphy
[redacted]

ATTN: City of Independence Planning & Zoning Department
111 E Maple Ave., Independence, MO 64050

4/13/2026

Dear Recipient,

Rock Bluff Development, LLC here by submits the final Plat for Meadowbrook Subdivision located southeast of Eureka and R.D. roads the second phase in the Meadowbrook subdivision adding Lots 54 through 104, a total of 51 lots, Making up 29.16 acres of Land zone R-4 for residential use.

This expansion of the already existing subdivision is to create more lots for single family homes to be built on.

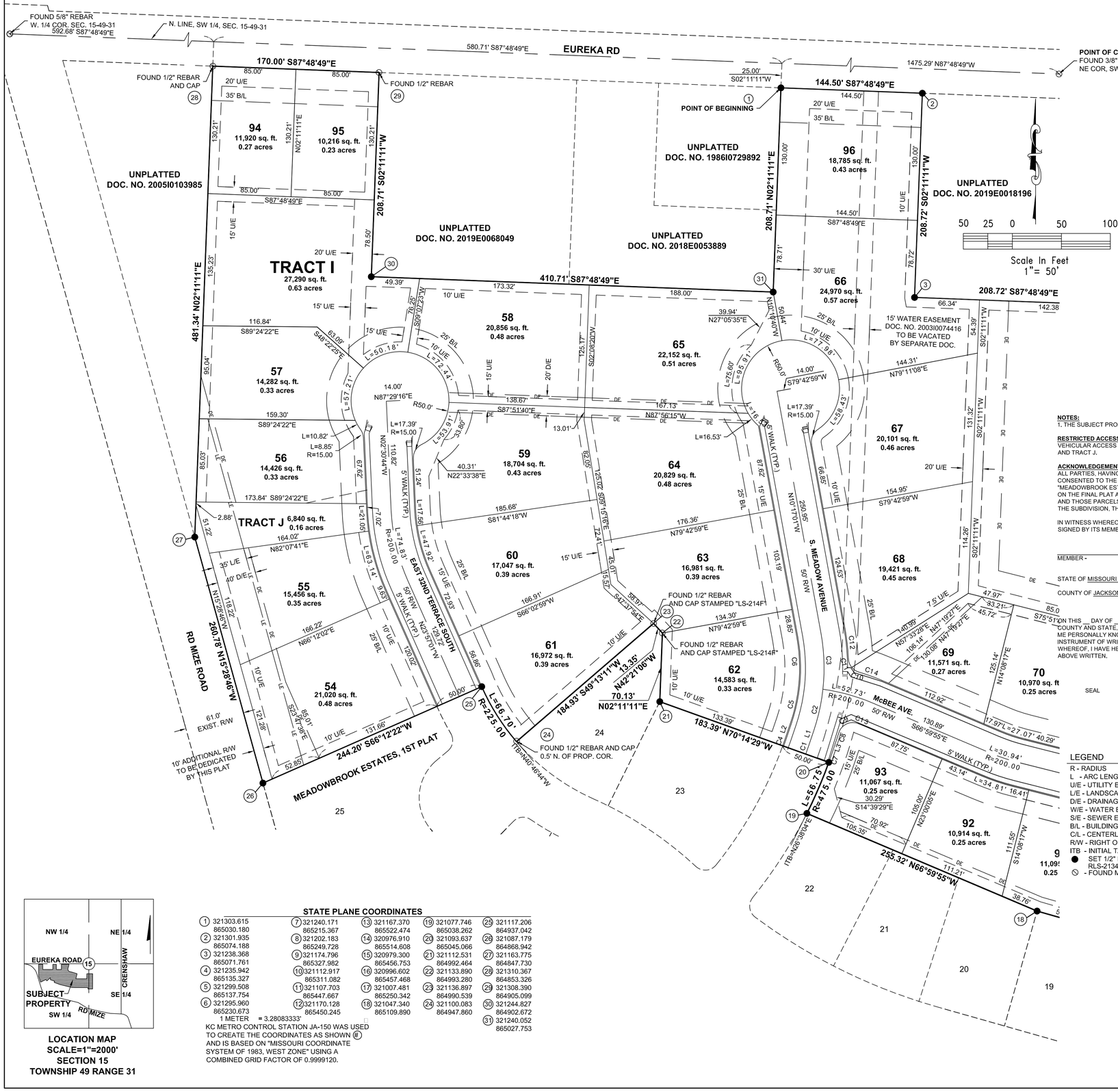
Thank you for your time and assistance with the project. Rock Bluff Development is committed to expanding the subdivision which values the needs of families and surrounding businesses. The future expansion of this development is consistent with the goals, policies, and standards of the City of Independence, in addition to the public health safety, environment, and general welfare of the public. Please direct any further questions or concerns to the provided contact below.

Thank you,

Jack Murphy

[redacted]

FINAL PLAT
MEADOWBROOK ESTATES - 2ND PLAT
LOTS 54 THRU 104, AND TRACTS I AND J
A PART OF THE S. 1/2, SECTION 15 TOWNSHIP 49 RANGE 31
INDEPENDENCE, JACKSON COUNTY, MISSOURI



DESCRIPTION:
A TRACT OF LAND SITUATED IN THE SOUTH HALF OF SECTION 15, TOWNSHIP 49 NORTH, RANGE 31 WEST, ALL IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED BY ROGER A. BACKUES, PLS-2134 ON FEBRUARY 6, 2025, AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH 87 DEGREES 48 MINUTES 49 SECONDS WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 1,475.29 FEET TO A POINT THAT IS SOUTH 87 DEGREES 48 MINUTES 49 SECONDS EAST A DISTANCE OF 1,173.39 FEET FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 02 DEGREES 11 MINUTES 11 SECONDS WEST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF EUREKA ROAD AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A MISSOURI WARRANTY DEED RECORDED AS DOCUMENT NO. I-729892, IN BOOK I-1605, AT PAGE 119; THENCE SOUTH 87 DEGREES 48 MINUTES 49 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 144.50 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN MISSOURI WARRANTY DEED RECORDED AS DOCUMENT NO. I-536685, IN BOOK I-1243, AT PAGE 2119; THENCE SOUTH 02 DEGREES 11 MINUTES 11 SECONDS WEST ALONG SAID TRACT A DISTANCE OF 208.72 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES 49 SECONDS EAST ALONG SAID TRACT A DISTANCE OF 208.72 FEET; THENCE NORTH 02 DEGREES 11 MINUTES 11 SECONDS EAST ALONG SAID TRACT A DISTANCE OF 208.72 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 87 DEGREES 48 MINUTES 49 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 305.10 FEET; THENCE SOUTH 02 DEGREES 11 MINUTES 11 SECONDS WEST A DISTANCE OF 25.00 FEET TO THE NORTHWESTERLY CORNER OF A TRACT OF LAND DESCRIBED IN MISSOURI WARRANTY DEED RECORDED AS DOCUMENT NO. I-826729, IN BOOK I-1771, AT PAGE 926; THENCE SOUTH 17 DEGREES 18 MINUTES 37 SECONDS WEST ALONG SAID TRACT OF LAND A DISTANCE OF 165.57 FEET (DEED 165.68 FEET); THENCE SOUTHEASTERLY ALONG SAID TRACT ON A CURVE TO THE LEFT HAVING A RADIUS OF 115.00 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 04 DEGREES 49 MINUTES 10 SECONDS WEST A DISTANCE OF 188.46 FEET; THENCE SOUTH 71 DEGREES 06 MINUTES 51 SECONDS EAST ALONG SAID TRACT A DISTANCE OF 219.25 FEET; THENCE SOUTH 69 DEGREES 02 MINUTES 09 SECONDS EAST ALONG SAID TRACT A DISTANCE OF 52.81 FEET TO THE NORTHWEST CORNER OF TRACT III, CERTIFICATE OF SURVEY RECORDED IN BOOK T-8, PAGE 48; THENCE SOUTH 15 DEGREES 16 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SURVEY A DISTANCE OF 210.47 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES 49 SECONDS EAST ALONG SOUTH LINE OF SAID SURVEY A DISTANCE OF 448.48 FEET; THENCE NORTH 02 DEGREES 21 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID SURVEY A DISTANCE OF 205.00 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES 49 SECONDS EAST A DISTANCE OF 237.16 FEET TO A POINT ON THE WEST LINE OF TRACT 1, CERTIFICATE OF SURVEY RECORDED IN BOOK T-7, PAGE 26; THENCE SOUTH 02 DEGREES 21 MINUTES 54 SECONDS WEST ALONG THE WEST LINE OF SAID SURVEY AND THE WEST LINE OF TRACT A, CERTIFICATE OF SURVEY RECORDED IN BOOK T-10, PAGE 80 A DISTANCE OF 625.46 FEET TO THE NORTHEAST CORNER OF LOT 7, MEADOWBROOK ESTATES FIRST PLAT, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI; THENCE NORTH 87 DEGREES 38 MINUTES 06 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 7 A DISTANCE OF 189.99 FEET TO A POINT ON THE EAST LINE OF LOT 8 OF SAID SUBDIVISION; THENCE NORTH 02 DEGREES 21 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 56.82 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE ALONG THE NEXT 11 COURSES FOR SAID SUBDIVISION (1) NORTH 87 DEGREES 38 MINUTES 06 SECONDS WEST A DISTANCE OF 550.00 FEET (2) NORTH 84 DEGREES 17 MINUTES 38 SECONDS WEST A DISTANCE OF 130.72 FEET (3) NORTH 74 DEGREES 09 MINUTES 23 SECONDS WEST A DISTANCE OF 479.04 FEET (4) NORTH 66 DEGREES 59 MINUTES 55 SECONDS WEST A DISTANCE OF 255.32 FEET TO A POINT ON A CURVE (5) ALONG A CURVE TO THE LEFT WITH AN INITIAL TANGENT BEARING OF NORTH 26 DEGREES 36 MINUTES 14 SECONDS EAST, A RADIUS OF 475.00 FEET AND A DISTANCE OF 56.75 FEET (6) NORTH 70 DEGREES 14 MINUTES 29 SECONDS WEST A DISTANCE OF 183.39 FEET (7) NORTH 02 DEGREES 11 MINUTES 11 SECONDS EAST A DISTANCE OF 70.13 FEET (8) NORTH 42 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 13.35 FEET (9) SOUTH 49 DEGREES 13 MINUTES 11 SECONDS WEST A DISTANCE OF 184.93 FEET TO A POINT ON A CURVE (10) ALONG A CURVE TO THE RIGHT WITH AN INITIAL TANGENT BEARING OF NORTH 40 DEGREES 46 MINUTES 49 SECONDS WEST, A RADIUS OF 225.00 FEET AND A DISTANCE OF 66.70 FEET (11) SOUTH 66 DEGREES 12 MINUTES 22 SECONDS WEST A DISTANCE OF 244.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF R.D. MIZE ROAD; THENCE NORTH 15 DEGREES 28 MINUTES 46 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 260.78 FEET; THENCE NORTH 02 DEGREES 11 MINUTES 11 SECONDS EAST A DISTANCE OF 481.34 FEET TO THE SOUTH RIGHT OF WAY LINE OF EUREKA ROAD; THENCE SOUTH 87 DEGREES 48 MINUTES 49 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF EUREKA ROAD A DISTANCE OF 170.00 FEET; THENCE SOUTH 02 DEGREES 11 MINUTES 11 SECONDS WEST A DISTANCE OF 208.71 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES 49 SECONDS EAST A DISTANCE OF 410.71 FEET; THENCE NORTH 02 DEGREES 11 MINUTES 11 SECONDS EAST A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING. CONTAINING 29.16 ACRES, MORE OR LESS.

NOTES:
1. THE SUBJECT PROPERTY CONTAINS 29.16 ACRES MORE OR LESS.

RESTRICTED ACCESS:
VEHICULAR ACCESS TO RD MIZE ROAD IS NOT PERMITTED FROM THE FOLLOWING; LOTS 54 AND 55 AND TRACT J.

ACKNOWLEDGEMENT:
ALL PARTIES, HAVING ANY RECORD, TITLE, OR INTEREST IN THE LAND SUBDIVIDED, AND CONSENTED TO THE PREPARATION AND RECORDING OF SAID SUBDIVISION MAP, THE FOLLOWING "MEADOWBROOK ESTATES, 2ND PLAT" DEDICATES OR RESERVING ALL PARCELS OF LAND SHOWN ON THE FINAL PLAT AND INTENDED FOR ANY PUBLIC OR PRIVATE USE INCLUDING EASEMENTS, AND THOSE PARCELS WHICH ARE INTENDED FOR THE EXCLUSIVE USE OF THE LOT OWNERS OF THE SUBDIVISION, THEIR LICENSEES, VISITORS, TENANTS, AND SERVANTS.

IN WITNESS WHEREOF, ROCK BLUFF DEVELOPMENT, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS ___DAY OF _____, 202_.

_____
MEMBER - .

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

ON THIS ___ DAY OF _____, 202_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____, MEMBER OF ROCK BLUFF DEVELOPMENT, LLC, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND YEAR ABOVE WRITTEN.

SEAL

_____
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES _____

TRACT NOTE:
TRACTS I AND J ARE TO BE USED FOR PRIVATE OPEN SPACE, STORM WATER DETENTION AND LANDSCAPING, AND SHALL BE MAINTAINED BY THE OWNERS OF LOTS, TRACTS, AND PARCELS SHOWN WITHIN THIS PLAT PURSUANT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED SIMULTANEOUSLY WITH THIS PLAT.

FLOOD STATEMENT:
THE SUBJECT PROPERTY LIES IN AN AREA LABELED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN) AS DETERMINED BY THE FEMA FLOOD INSURANCE RATE MAP NUMBER 29095C0312G, WITH AN EFFECTIVE DATE OF JANUARY 20, 2017.

PLAT DEDICATION:
THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE HEREAFTER KNOWN AS "MEADOWBROOK ESTATES, 2ND PLAT",

BUILDING LINES:
BUILDING LINES OR SETBACK LINES WILL BE ESTABLISHED BY THE DEVELOPMENT PLAN AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT BETWEEN THIS LINE AND THE LOT LINE NEAREST THERETO.

EASEMENT DEDICATION:
AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF INDEPENDENCE, MISSOURI, TO LOCATE, CONSTRUCT, AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE AND USE OF CONDUITS FOR ALL OR ANY PURPOSE, WATER, GAS, SEWER MAINS, POLES AND WIRES TO ALL OR ANY OF THEM OVER, UNDER AND ALONG THE STRIPS MARKED "UTILITY EASEMENT" (U/E) OR WITHIN ANY STREET OR THOROUGHFARE DEDICATED TO PUBLIC USE ON THIS PLAT,

STREET DEDICATION:
STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY ARE HEREBY DEDICATED.

ACKNOWLEDGEMENT:
THIS CERTIFIES THAT THE PLAT OF "MEADOWBROOK ESTATES, 2ND PLAT" WAS SUBMITTED TO AND DULY APPROVED BY THE CITY OF INDEPENDENCE, MISSOURI THIS ___ DAY OF _____, 202_, BY ORDINANCE NO.

_____, CITY CLERK

CITY OF INDEPENDENCE, MISSOURI APPROVALS:
STREET LOCATIONS AND LOT DIMENSIONS APPROVED

_____, CITY ENGINEER _____ DATE
- .

_____, DIRECTOR OF COMMUNITY DEVELOPMENT _____ DATE
- .

JACKSON COUNTY ASSESSOR'S OFFICE:

_____, JACKSON COUNTY ASSESSOR _____ DATE
- .

LEGEND

R - RADIUS
L - ARC LENGTH
U/E - UTILITY EASEMENT
L/E - LANDSCAPE EASEMENT
D/E - DRAINAGE EASEMENT
W/E - WATER EASEMENT
S/E - SEWER EASEMENT
B/L - BUILDING LINE
C/L - CENTERLINE
R/W - RIGHT OF WAY
ITB - INITIAL TANGENT BEARING
● SET 1/2" REBAR AND CAP RLS-2134, MO.
⦸ - FOUND MONUMENT (AS NOTED)

SET 1/2" REBAR AND CAP @ ALL REAR LOT CORNERS RLS-2134, MO. RLS-1069, KS.

CURB NOTCHES ARE ON AN EXTENSION OF THE SIDE LOT LINES.

MONUMENTATION WILL BE COMPLETED WITHIN 6 MONTHS AFTER COMPLETION OF ALL STREETS AND UTILITIES.

LOCATION MAP
SCALE=1"=2000'
SECTION 15
TOWNSHIP 49 RANGE 31

STATE PLANE COORDINATES

1	321303.615 865030.180	7	321240.171 865215.367	13	321167.370 865522.474	19	321077.746 865038.262	25	321117.206 864937.042
2	321301.935 865074.188	8	321202.183 865249.726	14	320976.910 865514.608	20	321093.637 865045.066	26	321087.179 864868.942
3	321238.368 865071.761	9	321174.796 865327.982	15	320979.300 865456.753	21	321112.531 864992.464	27	321163.775 864847.730
4	321235.942 865135.327	10	321112.917 865311.082	16	320996.602 865457.468	22	321133.890 864993.280	28	321310.367 864853.326
5	321299.508 865137.754	11	321107.703 865447.667	17	321007.481 865250.342	23	321136.897 864990.539	29	321308.390 864905.099
6	321295.960 865230.673	12	321170.128 865450.245	18	321047.340 865109.890	24	321100.083 864947.860	30	321244.827 864902.672
								31	321240.052 865027.753

1 METER = 3.28083333'

KC METRO CONTROL STATION JA-150 WAS USED TO CREATE THE COORDINATES AS SHOWN (#) AND IS BASED ON "MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE" USING A COMBINED GRID FACTOR OF 0.9999120.

I HEREBY CERTIFY: THAT THE WITHIN PLAT OF "MEADOWBROOK ESTATES, 2ND PLAT" SUBDIVISION IS BASED ON AN ACTUAL SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS OF THE STATE OF MISSOURI, I FURTHER CERTIFY THAT THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON NAD83 MISSOURI WEST ZONE (U.S. SURVEY FEET) THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENTS WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT; THAT THE LOT CORNERS AND STREET CENTERLINES HAVE BEEN MARKED WITH PERMANENT MONUMENTATION AS INDICATED ON THIS PLAT; THAT I HAVE COMPLIED WITH ALL STATE AND BELTON STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISION TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.
SURVEYOR: ROGER A. BACKUES, PLS MO. NO. 2134

DATE: FEBRUARY 6, 2025

DEVELOPER
ROCK BLUFF DEVELOPMENT LLC
1203 E US HIGHWAY 24
INDEPENDENCE, MO 64050

MEADOWBROOK ESTATES - 2ND PLAT
INDEPENDENCE, JACKSON COUNTY, MISSOURI

BOUNDARY & CONSTRUCTION SURVEYING, INC.
821 NE COLUMBUS STREET SUITE 100, LEE'S SUMMIT, MO. 64063
PH.# 816/554-9798, FAX # 816/554-0337

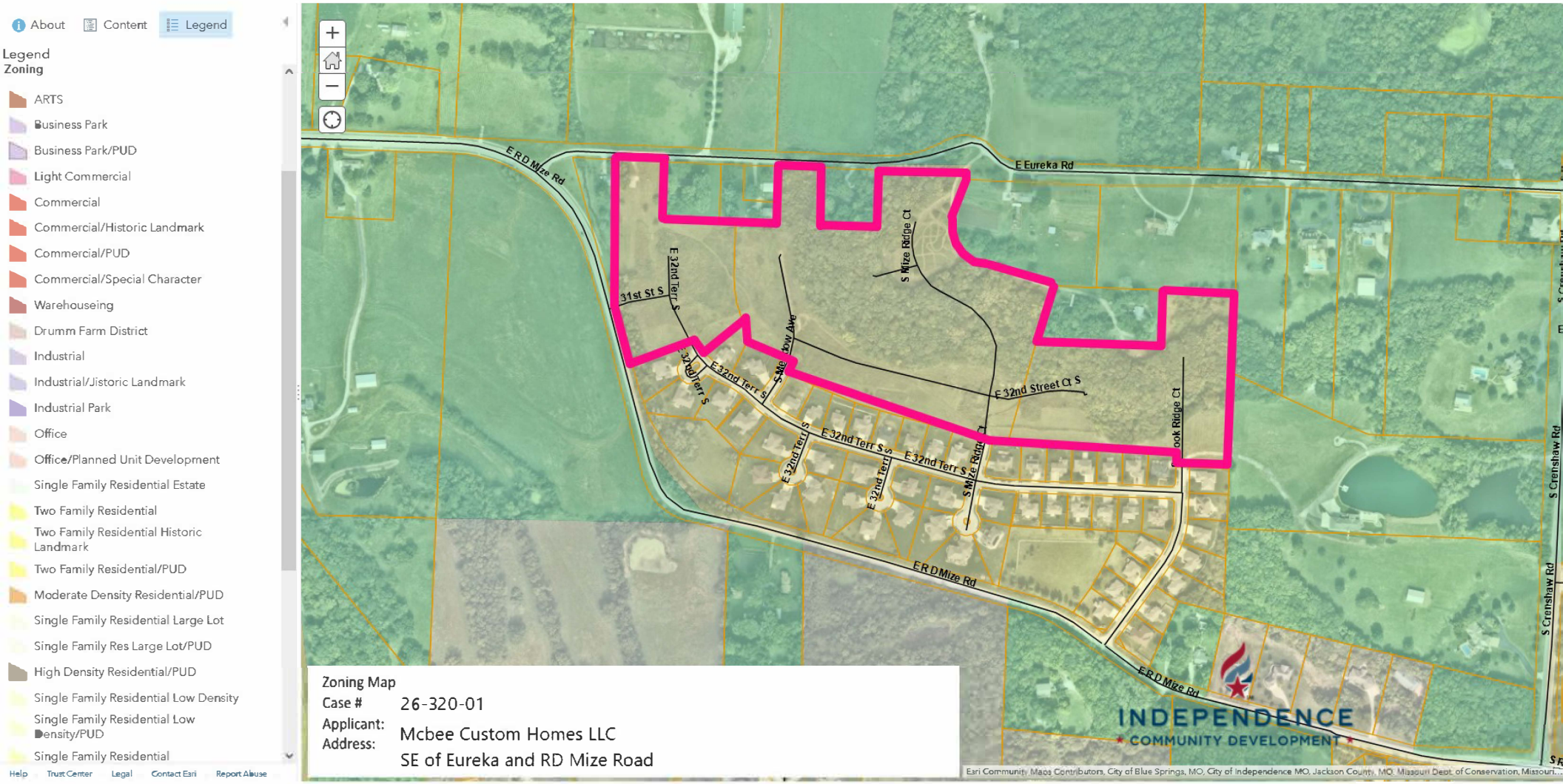
PROJECT NO. 19-109 | SHEET 1 OF 2

21801 E EUREKA RD, INDEPENDENCE, MISSOURI

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.63	N18°43'00"E
L2	16.63	N18°43'00"E
L3	16.63	N18°43'00"E
L4	7.83	N80°24'42"E
L5	32.83	S87°48'49"E
L6	7.47	S87°48'49"E

CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	8.51	450.00
C2	43.52	200.00
C3	57.71	200.00
C4	8.04	425.00
C5	38.08	175.00
C6	50.49	175.00
C7	8.97	475.00
C8	6.17	225.00
C9	24.64	15.00
C10	8.79	15.00
C11	9.80	15.00
C12	30.85	225.00
C13	5.34	175.00
C14	25.25	225.00
C15	43.16	210.00
C16	1.68	15.00
C17	6.75	15.00
C18	22.48	50.00
C19	17.64	15.00
C20	32.88	160.00
C21	12.70	9.22
C22	18.59	175.00
C23	6.09	275.00
C24	19.56	287.09
C25	22.80	15.00

PROJECT NO. 19-109	SHEET 2 OF 2
21801 E EUREKA RD, INDEPENDENCE, MISSOURI	


About
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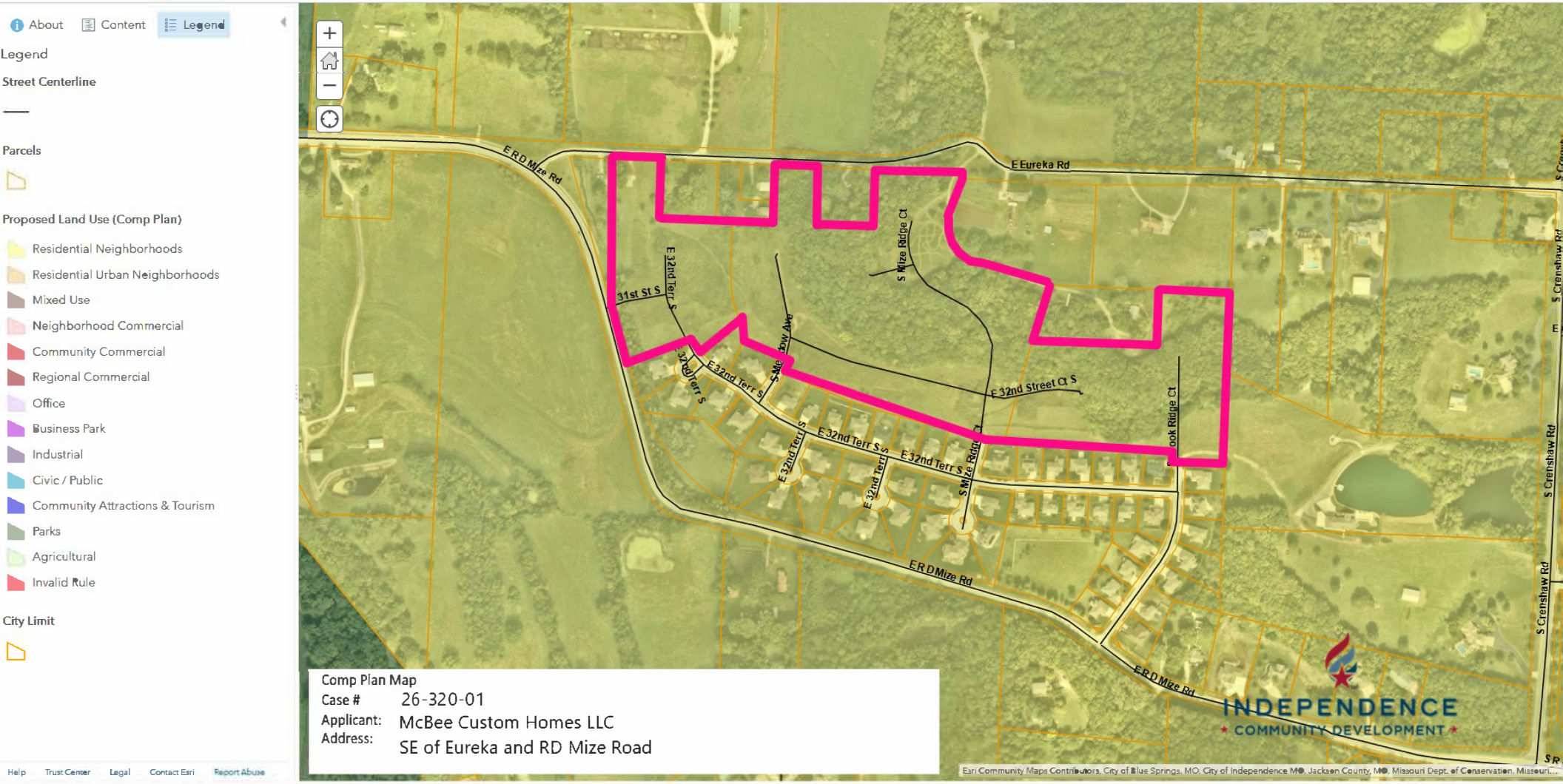
ARTS
Business Park
Business Park/PUD
Light Commercial
Commercial
Commercial/Historic Landmark
Commercial/PUD
Commercial/Special Character
Warehouseing
Drumm Farm District
Industrial
Industrial/Jistoric Landmark
Industrial Park
Office
Office/Planned Unit Development
Single Family Residential Estate
Two Family Residential
Two Family Residential Historic Landmark
Two Family Residential/PUD
Moderate Density Residential/PUD
Single Family Residential Large Lot
Single Family Res Large Lot/PUD
High Density Residential/PUD
Single Family Residential Low Density
Single Family Residential Low Density/PUD
Single Family Residential
Help
Trust Center
Legal
Contact Esri
Report Abuse
E R D Mize Rd
E Eureka Rd
E 32nd Terr S
31st St S
S Mize Ridge Ct
E 32nd Street Ct S
S Crenshaw Rd
Zoning Map
Case # 26-320-01
Applicant: Mcbee Custom Homes LLC
Address: SE of Eureka and RD Mize Road
INDEPENDENCE
COMMUNITY DEVELOPMENT
Esri Community Maps Contributors, City of Blue Springs, MO, City of Independence MO, Jackson County, MO, Missouri Dept. of Conservation, Missouri...


About
Content
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Legend
Street Centerline
Parcels
Proposed Land Use (Comp Plan)
Residential Neighborhoods
Residential Urban Neighborhoods
Mixed Use
Neighborhood Commercial
Community Commercial
Regional Commercial
Office
Business Park
Industrial
Civic / Public
Community Attractions & Tourism
Parks
Agricultural
Invalid Rule
City Limit
Help
Trust Center
Legal
Contact Esri
Report Abuse
E RD Mize Rd
E Eureka Rd
S Crenshaw Rd
31st St S
E 32nd Terr S
S Mize Ridge Ct
E 32nd Street Ct S
E 32nd Terr S S
E RD Mize Rd
Comp Plan Map
Case # 26-320-01
Applicant: McBee Custom Homes LLC
Address: SE of Eureka and RD Mize Road
INDEPENDENCE
COMMUNITY DEVELOPMENT
Esri Community Maps Contributors, City of Blue Springs, MO, City of Independence MO, Jackson County, MO, Missouri Dept. of Conservation, Missouri...

INDEPENDENCE
★ MISSOURI ★
A GREAT AMERICAN STORY

Planning Commission Minutes

June 9, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 6/9/2026 at 6:00 PM at 20201 E Jackson Drive, Independence, MO 64057. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull cases 26-310-01, 26-320-01 and 26-320-02 from the Consent Agenda for separate consideration.

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1. **Planning Commission Minutes – May 12, 2026**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-310-01 – Preliminary Plat – Meadowbrook Estates, Phase 2 –** A request to approve a preliminary plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that the project approval had expired for a second time and that the applicant was requesting new approval.

Jack Murphy, 3215 Juanita Drive, Buckner, Missouri, stated that there were no changes to the Preliminary Plat from the previous approval.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-320-01 – Final Plat – Meadowbrook Estates, Phase 2 –** A request to approve a final plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-320-02 - Final Plat – Jackson Place, First Plat –** A request to approve a final plat generally located west of Jackson Drive and south of R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS & OTHER BUSINESS

Commissioner Ashbaugh requested to re-order the agenda to the following order: 26-400-63, 26-200-03, 26-100-05, 26-125-03, 26-810-01, 26-810-02, 26-320-03.

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1. **Case 26-400-63 – Short-Term Rental – 5217 S Powell Ave –** A request to operate a Short-Term Rental at the property.

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

Applicant Comments

Alicia Gibson, 19405 E. State Route 78, stated she is the property manager for the proposed Short-Term Rental and works with BearBNB. She explained that the property owner resides in Colorado but works in Kansas City for one to two weeks each month. During periods when the owner is in Colorado, they would like the opportunity to rent the home as a Short-Term Rental.

In response to Commissioner Nesbitt's question, Ms. Gibson stated that the garage would be available for guest use. She noted that two vehicles could park in the garage, two in the driveway, and one on the street, although on-street parking would not be preferred.

Public Comments

Jacob Potter, 5229 S. Powell Avenue, expressed concerns regarding safety, noise, and parking.

Mike Potter, 5705 W. U.S. 40 Highway, stated that he has been in business for 50 years and believes Short-Term Rentals should not be located within residential neighborhoods. He expressed concerns about potential parties at the property.

In response, Ms. Gibson stated that the owners have installed noise-monitoring devices both inside and outside the home, exceeding the City's requirement for an interior device. She explained that strict house rules will be enforced to prevent parties and that exterior cameras will alert the homeowners if more than the permitted number of guests arrive at the property. Ms. Gibson further stated that the property management company employs eight full-time staff members, ensuring someone is always available to respond to any issues that may arise.

In response to Commissioner Ashbaugh's question, Ms. Gibson stated that guests will access the home using a unique code provided at check-in.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-200-03 – Special Use Permit – 3601 S. Noland Road –** A request to approve a Special Use Permit to operate a rental car business.

Staff Presentation

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

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the proposed parking area would be located behind the strip center and would be used solely for overflow parking associated with the Avis Car Rental facility located at 3701 S. Noland Road.

Commissioner Ashbaugh asked whether Avis planned to install lighting on the site. Mr. Glaser stated that electrical permits would be required if lighting is installed in the future.

Applicant Comments

Bill Moore, 801 W. 47th Street, Kansas City, stated he is the attorney representing the applicant. Mr. Moore provided a brief history of the property and explained that Avis had experienced parking constraints at its existing location. He stated that the property owner began searching for a nearby lot that could be used for overflow vehicle storage.

Mr. Moore noted that customers would not access the overflow lot and that only Avis staff would retrieve vehicles from the site. He also stated that the applicant would like to install security lighting and that any lighting would be directed downward and away from nearby residential properties.

In response to Commissioner Nesbitt's question, Mr. Moore stated that healthy trees along the property would remain in place to provide a buffer between the parking area and adjacent residential homes. Commissioner Nesbitt requested that staff ensure any future lighting is directed toward Noland Road and away from the neighboring residences.

In response to Commissioner Ashbaugh's question regarding stormwater detention, Rick Arroyo stated that stormwater detention would not be required unless the applicant pursued future building permits. Mr. Arroyo also noted that any site lighting would be required to comply with City Code, including regulations governing light levels and fixture direction.

Marshal Blount, Kansas City, stated that the applicant had not yet determined the amount of lighting that would be necessary but would comply with all applicable City Code requirements. He added that the applicant is also considering the installation of security cameras but has not made a final decision.

Public Comments
No public comments.

Motions
Commissioner Eric Ashbaugh made a motion to add a condition that lighting be installed before the lot can be used. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case with conditions as outlined by staff and the added condition for lighting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-100-05 – Rezoning – 16523 E US 40 Hwy** – A request to rezone the property from R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General Commercial).

Staff Presentation
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments
Sebrina Johnson, 7211 Marion Avenue, Kansas City, stated that she has always enjoyed teaching and cooking. She shared fond memories of Stephenson's Apple Farm and explained her vision for the property, which includes teaching trade skills such as construction and HVAC, as well as culinary arts. Ms. Johnson stated that she also plans to incorporate urban farming to provide fresh produce. She explained that her long-term vision includes a student-led restaurant and, eventually, an event space on the property.

In response to Commissioner Nesbitt's question, Ms. Johnson stated that she has made a significant financial investment in the property and has additional funding available to support future growth and development.

Public Comments
Shane Ray, 7211 Marion Avenue, Kansas City, stated that he is Ms. Johnson's son and that the project represents a dream she has invested considerable time and effort into pursuing. He expressed his belief that the project will be a positive asset to the community by providing quality food and opportunities for individuals to learn valuable skills.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-125-03 – Rezoning/PUD – 20691 E US 24 Highway –** A request to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approving a preliminary development plan.

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

In response to Chairwoman Wiley's question, Mr. Glaser stated that New Town at Harmony is a similar type of development, although the proposed homes would be larger. He noted that City staff is confident the developer can meet all applicable engineering and design standards required by the Unified Development Ordinance.

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the setback is measured from the right-of-way line and stated that a 20-foot setback should adequately accommodate modern vehicles. Mr. Arroyo added that the developer intends for the homes to be owner-occupied.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated that long-term rentals are generally permitted within single-family residential developments. He noted that a homeowners

association may adopt covenants restricting owners from renting their homes for a specified period, such as two or three years, although such restrictions may not permanently prohibit rentals.

City Attorney Mitch Langford stated that a homeowners association may establish rules prohibiting rentals; however, enforcement of those restrictions would be the responsibility of the association and could potentially result in legal disputes.

Applicant Comments

Bryan Rahn, 1000 High Point Drive, Lee's Summit, stated that he is working with Summit Homes on the proposed development. He explained that the applicant has worked closely with City staff to address local housing needs and create attainable homeownership opportunities. Mr. Rahn stated that the goal is for the homes to be priced below $300,000 and noted that the development will include a variety of home styles and architectural designs. He added that the project is intended to provide numerous outdoor recreational opportunities for residents.

Mr. Rahn stated that the proposed development is designed to provide attainable homeownership opportunities while incorporating neighborhood amenities and attractive architectural features. He explained that, while amenities such as a clubhouse and swimming pool are not feasible at the proposed price point, the development would include outdoor recreational features, open space, walking trails, a playground, and five fitness stations located throughout the community.

Mr. Rahn presented conceptual renderings of the development, including streetscape views, housing elevations, fitness pods, and the community mail station. He explained that the development is designed to maximize open space, with much of the western portion of the subdivision remaining undeveloped. Existing City-owned stormwater management areas would be incorporated into the overall site design. He noted that the layout provides buffering from adjacent residential properties through the use of open space and roadway placement.

Mr. Rahn stated that the development would include a one-mile trail system utilizing sidewalks and trails throughout the community. He emphasized the goal of creating an attractive neighborhood while maintaining housing affordability.

The applicant also presented examples of the proposed home designs and explained that the development would include a variety of architectural styles, materials, and color schemes to create visual diversity throughout the neighborhood. He stated that the project is intended as a for-sale community focused on homeownership opportunities.

In response to Chairwoman Wiley's question regarding housing options, Mr. Rahn stated that the development would include numerous home designs and elevations. While many of the homes share similar footprints, the project includes a variety of architectural styles and building configurations, including some three-story models. He explained that the design team intentionally incorporated varied rooflines, porches, materials, and façade treatments to avoid a repetitive appearance while maintaining affordability.

In response to Commissioner Nesbitt's question regarding building height, the applicant stated

that the three-story home model would comply with the maximum height requirements of the Unified Development Ordinance and is anticipated to be approximately 37 feet tall. Commissioner Nesbitt asked whether the proposed walking trail would be a permanent feature of the development. The applicant stated that the trail is intended to be constructed as shown on the plans and would be located within a tract maintained by the homeowners association.

Commissioner Nesbitt asked whether the development would be similar to another project previously constructed by the applicant. The applicant stated that the proposed homes would feature a more traditional front-entry design and architecture.

Commissioner Nesbitt also asked about architectural variety within the development. The applicant stated that the neighborhood would include a variety of roof pitches and home designs, although the majority of the homes would feature traditional architectural styles. He noted that the proposed streetscape reflects the character and appearance anticipated for the development.

When asked about exterior colors and materials, the applicant stated that a variety of colors would be incorporated throughout the neighborhood. He noted that Summit Homes would be responsible for home construction and deferred additional questions regarding colors and materials to the builder's representative.

In response to Commissioner Nesbitt's question regarding architectural standards, Aaron Young, 1450 Holmes Avenue, Kansas City, Missouri, Vice President of Development for Summit Homes, stated that the homeowners association would establish and enforce architectural guidelines for the development. He explained that an architectural review committee would oversee the approval of home elevations, exterior colors, materials, and other design elements to ensure consistency throughout the neighborhood.

Mr. Young stated that the development would include a variety of home styles and floor plans, including ranch, two-story, and three-story homes. While many of the homes would share similar footprints to help maintain affordability, he noted that the project would offer a variety of elevations and design options to create visual diversity throughout the neighborhood.

In response to Commissioner Nesbitt's question regarding foundations, Mr. Young stated that the development is being designed primarily with slab foundations in mind; however, homeowners would have the option of selecting a basement foundation at an additional cost. When asked about storm shelter accommodations, Mr. Young stated that specific home plans have not yet been finalized and could not provide details regarding potential safe rooms or similar features.

Commissioner Nesbitt also asked about the anticipated timeline for the development. Mr. Young stated that a typical phase of approximately 50 homes would be expected to build out over an 18-month period. Based on current market conditions, he estimated that the entire development could be completed in less than five years.

In response to Commissioner Ashbaugh's question regarding fencing, Mr. Young stated that homeowners would have the option to install fences, subject to homeowners association standards and approved materials. He noted that chain-link fencing would not be permitted.

Commissioner Ashbaugh also asked about lot dimensions and spacing between homes. The applicant stated that the homes would generally be separated by approximately 10 feet and would be located on lots that vary in size throughout the development. The applicant explained that the site contains relatively gentle topography and is being designed to accommodate the proposed housing types.

In response to questions regarding stormwater management, Mr. Rahn stated that runoff from the development would be managed through an existing detention basin that was originally designed to accommodate drainage from the site, as well as four additional detention facilities proposed as part of the development. The applicant noted that the project engineering has been designed to address runoff from roofs, driveways, and other impervious surfaces.

Richard Michael of HG Consult, 25604 NE Colburn Road, Lee's Summit, representing the applicant, addressed questions regarding stormwater drainage for the proposed subdivision. He explained that although the lot sizes are smaller and more condensed, the overall impervious surface coverage is comparable to that of a conventional subdivision. He noted that the engineering and grading plans have undergone extensive design work and multiple staff reviews and are substantially developed despite being presented as a preliminary plan.

Mr. Michael stated that the site grading is designed to direct as much stormwater runoff as possible into the street system, where the majority of the storm sewer infrastructure is located. Roof drainage and driveway slopes are designed to direct water toward the streets, while rear yard drainage will be managed through swales, field inlets, and connections to the overall storm sewer system. He further noted that the development complies with required stormwater release rates and includes four detention basins designed to provide both drainage functionality and site amenities. He explained that some basins are intended to remain wet for extended periods, depending on weather conditions and site hydrology.

In response to Commissioner Nesbitt's question regarding school district capacity, Mr. Rahn stated that he had notified the Fort Osage School District of the proposed development but had not received a response regarding any potential impacts on school capacity.

Public Comments

Lisa Stewart, 20313 E. 16th Street North, expressed concerns regarding the potential impact of the development on the Fort Osage School District, stating that the district’s schools are already overcrowded and may not have the capacity to accommodate additional students generated by the proposed development. She also expressed concerns regarding the proposed street connection between the new development and the Blue Mills subdivision. She stated that a connection would increase vehicle traffic, pedestrian traffic, and noise within the existing neighborhood. She noted that another nearby subdivision already utilizes Blue Mills as a connection to major roadways, which she believes has increased traffic in the area. Additionally, she expressed concerns that the construction of new homes in the proposed price range could increase surrounding property valuations and property taxes for existing residents.

John Tann, 20305 E. 17th Terrace North, stated that while he supported the concept of single-family housing, he shared concerns regarding the proposed connection between the new subdivision and the existing neighborhood. He stated that additional connections could increase traffic and negatively affect neighborhood safety and quality of life. Mr. Tann also questioned the proposed reduction in minimum lot sizes and home site standards, expressing concern that the request was intended to increase development density. He further echoed concerns regarding the capacity of the Fort Osage School District to accommodate additional students.

Matthew Friel, 20304 E. 16th Street North, stated that he believed the proposed development was not compatible with the character of the Blue Mills subdivision, describing the existing neighborhood as consisting primarily of traditional single-family homes on larger lots. He expressed concerns regarding the proposed street connection to Blue Mills, stating that it would increase traffic through the existing neighborhood and could create safety concerns, particularly near the intersection of 16th Street and Blue Mills Road. Mr. Friel also questioned whether existing roadway infrastructure and traffic signals could adequately accommodate additional traffic generated by the development. He suggested that alternative access points should be considered and reiterated concerns regarding school capacity.

Cory Bolin, 1501 N. Millburn Avenue, stated that he agreed with the concerns raised by previous speakers regarding traffic, neighborhood compatibility, and school capacity. He expressed concern that the proposed homes would differ significantly in style and scale from surrounding homes and questioned whether the project would provide the attainable housing benefits described by the applicant. Mr. Bolin also stated that existing residents utilize the undeveloped area as open green space and expressed concern that development would alter neighborhood views and character. Additional concerns included the lack of nearby public transit, the site's topography and potential impacts on adjacent properties, and the developer's prior litigation history.

Kevin King, 20238 E. 17th Street Court North, stated that he supported efforts to bring new housing opportunities to Independence but encouraged the developer to hold a neighborhood meeting to improve communication with nearby residents. He expressed concerns regarding site grading, stormwater runoff, increased traffic associated with the proposed street connections, and the size of the proposed homes compared to existing homes in the area. Mr. King also raised concerns regarding slab-on-grade construction and suggested that storm shelter accommodations should be considered for homes without basements.

Megan Hultz, 1429 N. Millburn Avenue, said one of the primary reasons she purchased her home was the open views and undeveloped landscape located behind her property. She expressed concern that the proposed development would eliminate the existing open space and alter the character of the area. Ms. Hultz stated that she valued the quiet nature of the neighborhood and wished to preserve the existing green space.

Chad, 1529 N. Millburn Avenue, expressed concerns regarding existing traffic conditions near the intersection of 16th Street and Millburn Avenue and stated that additional development would likely increase congestion in the area. He also questioned whether the proposed stormwater management system would adequately address runoff and flooding concerns, noting

that nearby areas already experience significant water accumulation during heavy rainfall events.

In response to concerns raised during public testimony, Mr. Rahn stated that traffic and stormwater analysis had been completed and updated throughout the review process in coordination with City staff. The applicant noted that additional review would continue during the final plat and final development plan stages. The applicant acknowledged that the site contains rolling topography but stated that proposed grading and stormwater improvements would allow runoff to be managed and controlled more effectively than existing conditions.

The applicant further stated that the proposed homes would range from approximately 1,200 to 1,800 square feet and would be priced below $300,000, with some products potentially available in the low $200,000 range depending on lot and foundation type. Representatives explained that the project was intended to provide attainable homeownership opportunities and meet a growing demand for lower-cost new housing options.

In response to concerns regarding roadway connections, Mr. Rahn stated that the proposed street network and access points were developed in accordance with traffic studies and City staff recommendations, emphasizing that connectivity between neighborhoods is an important planning consideration and that the proposed access configuration was based on professional traffic engineering analysis.

Commissioner Nesbitt asked whether an additional access point to Little Blue Parkway could be provided for the development. Staff explained that developments of this size are required by fire code to have at least two access points and noted that the applicant had submitted a traffic study as part of the review process. Staff further stated that an additional access point to Little Blue Parkway was not feasible due to sight-distance limitations associated with the roadway curvature.

Commissioner Nesbitt also inquired about existing dead-end streets within the Blue Mills subdivision. Mr. Arroyo confirmed that the subdivision had originally been planned with future street connections and explained that a detention basin constructed by the City now prevents the extension of Millhaven Drive through the area.

Commissioner Ashbaugh asked if Powell Road could provide alternative access routes. Mr. Arroyo explained that Powell Road is currently an unimproved dead-end roadway and that the City's Comprehensive Plan anticipates its future relocation to the west. Staff stated that the proposed development would not extend Powell Road southward and that the roadway was intentionally not designed to serve as a through connection in its current configuration.

Chairwoman Wiley asked staff to clarify the scope of the request and the approval process. Staff explained that the application was a Planned Unit Development (PUD) rezoning request and that, if recommended for approval by the Planning Commission and subsequently approved by the City Council, the project would proceed to additional engineering and design review. Mr. Arroyo noted that detailed review of stormwater management, infrastructure improvements, and other technical requirements would occur during subsequent development plan and plat review processes.

Commissioner Comments
Commissioner Nesbitt expressed concerns about traffic flowing through the existing neighborhood.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

Chairwoman Wiley called for a short recess. The meeting reconvened at 8:39 p.m.

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5. **Case 26-810-01 – Preliminary Development Plan – 136 E. White Oak** – A request to approve a Preliminary Development Plan for The Cottages at White Oak.

Commissioner Torres stated he would abstain from voting due to his service on the Community Services League Board.

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

In response to Commissioner Ashbaugh's question regarding the meaning of a BMP, Assistant Director Rick Arroyo explained that BMP stands for Best Management Practice and refers to methods used to manage stormwater runoff. He stated that BMPs can include a variety of stormwater mitigation measures, such as bio-retention areas, storm inlet boxes designed to collect floatable debris, and stormwater detention facilities.

In response to Commissioner Nesbitt's question regarding parking for the development, Mr. Harker explained that a condition of approval requires the Community Services League (CSL) to record a deed restriction that permanently provides parking opportunities for residents in the CSL parking lot. Mr. Harker confirmed that adequate parking would be available.

Applicant Comments
Applicant Doug Cowan, President and CEO of Community Services League (CSL), introduced himself and noted that CSL is celebrating its 110th anniversary in 2026. Mr. Cowan explained that the application references CSL Housing Solutions, a wholly owned subsidiary of CSL established to acquire, develop, and maintain safe, stable, and affordable housing. He provided an overview of CSL's housing initiatives, noting the organization has served as a HUD-certified housing counseling agency for nearly 20 years, manages 155 housing units for formerly homeless individuals through HUD partnerships, and administers millions of dollars annually in housing assistance programs. He also highlighted CSL's affordable home construction efforts, homeless outreach programs, and rental and utility assistance programs.

Mr. Cowan stated that the proposed development is intended to address the growing need for

affordable housing by constructing nine 360-square-foot homes adjacent to CSL's headquarters. He explained that the homes are primarily intended for participants employed through CSL's roadside litter removal program, providing residents with convenient access to employment, case management, and supportive services. He noted the location is also adjacent to a KCATA bus transfer station, making transportation more accessible. Mr. Cowan stated that CSL has visited similar housing developments, including Eden Village and the Veterans Community Project, and believes the proposed project will provide a supportive community while helping residents transition to stable housing. He concluded by stating that the development represents an important step toward expanding affordable housing opportunities in Independence and requested the Commission's favorable consideration.

In response to a Chairwoman Wiley's question regarding whether there is a time limit for residents to remain in the homes, Mr. Cowan stated that the goal is to help residents transition to market-rate housing or homeownership, but there is no set time limit. He explained that the length of residency will vary based on each individual's circumstances, with some residents moving on quickly while others may require a longer period of stability. Mr. Cowan noted that CSL offers supportive services, including a matched savings program funded through a local grant, to help residents build financial stability and eventually transition to permanent housing.

Public Comments

Roxanne Robinson, 131 E. Farmer Street, spoke in opposition to the request. Ms. Robinson expressed concerns about locating the tiny home development in her neighborhood, potential future expansion, property values, neighborhood safety, and onsite management. She also asked questions regarding resident eligibility, occupancy, length of residency, and pet policies.

John Gray, 1109 E. 105th Street, Edwardsville, Kansas, spoke in opposition to the request on behalf of Second Baptist Church. Pastor Gray acknowledged the work of Community Services League but expressed concerns regarding safety, trespassing, vandalism, parking, and the project's proximity to the church. He also stated the church should have been consulted earlier in the planning process.

Nancy Harris, 15308 E. Truman Road, spoke in opposition to the request. Ms. Harris expressed concerns about property damage, illegal dumping, theft, and other issues she attributed to homelessness. She stated she believed the proposed development would negatively impact the surrounding neighborhood and questioned why similar projects are frequently located in the area.

In response, applicant Doug Cowan acknowledged the concerns raised and stated that Community Services League is committed to being a good neighbor. He explained that the proposed homes would be permanent structures built on foundations and would serve single occupants who have demonstrated readiness for independent housing, primarily individuals participating in CSL's employment programs. He stated that residents would be screened, receive ongoing case management and supportive services, and be expected to comply with lease requirements.

The applicant explained that the development is intended to provide service-enriched housing by locating residents adjacent to employment opportunities and support services offered through

CSL. He stated that the organization currently employs private security at its facilities, intends to continue security patrols for the development, and plans to install security cameras and provide onsite property management and social service staff. He also noted that lease provisions, including policies regarding overnight guests and pets, are still being finalized.

In response to concerns regarding communication with neighboring property owners, including Second Baptist Church, Mr. Cowan acknowledged that additional outreach should have occurred prior to the public hearing and apologized for not contacting church leadership earlier in the process. He stated that CSL intends to continue working with surrounding property owners to address concerns and maintain positive relationships if the project moves forward.

Commissioner Comments

Commissioner Nesbitt asked whether the Planned Unit Development would require a berm and fence around the development. Staff confirmed that a fence is shown on the PUD plan. Commissioner Nesbitt expressed concerns about the layout of the proposed development, stating he believed a single building may be more compatible with the surrounding neighborhood than multiple small homes. He concluded by stating he would not support the request.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 4, No 2, Abstained 1.

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6. **Case 26-810-02 – Preliminary Development Plan - McBee Acres –** A request to approve a Preliminary Development Plan for McBee Acres generally located north of US 24 Hwy and west of Salem Drive.

Staff Presentation

Brian Harker presented the case, noting that his presentation would cover both the Preliminary Development Plan and Final Plat requests. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Commissioner Nesbitt asked whether there had previously been discussion about restricting parking on one side of the street due to concerns regarding street width and access for fire trucks, trash collection, and other vehicles. Mr. Arroyo responded that the traffic engineer was to evaluate whether parking restrictions would be necessary and noted that additional parking areas had been incorporated into the development to help mitigate on-street parking concerns.

Mr. Arroyo explained that the development infrastructure has already been constructed and that the request was primarily to update the Planned Unit Development (PUD) plan due to its expiration and to modify the lot configuration by establishing building envelopes. Staff noted that the previous PUD plan generally showed two large lots, while the revised plan creates multiple building envelopes within those larger tracts for financing and development purposes.

Applicant Comments

Jack Murphy, 3215 N. Juanita Drive, Buckner, Missouri, explained that the building envelopes are not separate lots but designate the areas where buildings will be constructed. He stated that creating the envelopes allows individual structures to be financed and permitted separately, rather than requiring financing for the entire development at one time. Mr. Murphy indicated that the land between the building envelopes would remain under common ownership and be maintained by the homeowners association (HOA).

In response to questions from the Commission, Mr. Murphy stated that the development is intended to remain a rental community and that the developer plans to retain ownership of the buildings. He explained that the HOA would be responsible for maintaining common areas, including green space, walking trails, benches, and detention facilities. Mr. Murphy further noted that establishing the HOA provides a mechanism for maintaining the property and addressing ownership responsibilities should portions of the development ever be sold in the future.

Mr. Arroyo clarified that the HOA would be necessary regardless of whether the units were owner-occupied or leased, as all units would contribute toward the maintenance of common areas and amenities within the development.

Public Comments

No public comments

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

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7. **Case 26-320-03 – Final Plat – McBee Acres –** A request to approve a final plat generally located north of US 24 Hwy and west of Salem Drive.

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

ROUNDTABLE - NEXT MEETING JUNE 23, 2026

ADJOURNMENT

The meeting was adjourned at 9:56 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-066 **1R** An ordinance approving a final plat for Jackson Place – 1st Plat located west of Jackson Drive and south of R.D. Mize Road in Independence, Jackson County, Missouri. **1R Read**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of the Final Plat of Jackson Place – First Plat with the following conditions:

1. The directionals for the streets on the plat should read, "E. 32nd Terrace S. and S. Glenview Court."
2. Include the 5-foot-wide sidewalks on the east and south sides of the rights-of-way as indicated on the Preliminary Plat.
3. A copy of the CC&Rs shall be recorded, which outlines the creation of a Homeowners Association and includes the maintenance requirements for the buffer fence and required landscaping.
4. A buffer fence and associated landscaping shall be provided in the rear yards of the lots abutting the Jackson Drive rights-of-way. Responsibility and descriptions of the buffer fence and plantings shall be described in the CC&Rs required to be recorded with the first Final Plat. Further, these improvements will be indicated on each lot's plot plan. Recorded deed restrictions or other types of guarantees will be necessary to prevent the required buffer fence from being removed.
5. The development shall meet the parking requirements of City Code Section 14-501-05 while not obstructing sidewalks. Paved area of front and side yards shall meet City Code Section 14-501-10-B.
6. The development entrances shall meet minimum sight-distance requirements.
7. Lots encroaching on the flood plain shall require development flood plain permits and compliance with City of Independence FEMA regulations.

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

Commissioner Wiley - Yes

Commissioner Ferguson – Yes

Commissioner Young – Yes

Commissioner Nesbitt – Yes

Commissioner O'Neil – Yes

Commissioner Ashbaugh – Yes

Commissioner Torres - Yes

The motion passed with a recommendation for approval to be forwarded to the City Council for consideration. Staff concurs with the recommendation of the Planning Commission.

Background:

Project Description:

A request by James Pollard for Final Plat approval of Jackson Place located at S. Jackson Drive and E. R.D. Mize Road'

Current Zoning: C-2 (General Commercial) and R-12 (Two-Family Residential)

Current Use: Vacant tracts

Proposal:

This Final Plat includes one commercial lot at the corner of R.D. Mize Road and Jackson Drive and 24 duplex lots along with 3 common area tracts. Each residential unit will have a sprinkler system and there will be a homeowners association established which will maintain the yards and common areas. The townhomes will be offered for sale and priced at approximately $450,000 and $225,000 per side.

Physical Characteristics of the Property:

The proposed development has a fairly flat topography. The existing narrow tracts located northwest and southeast of an "S" curve in Jackson Drive will contain two, dead-end streets ending in cul-de-sacs. This Final Plat will be the portion northwest of Jackson Drive. Duplexes with two and four car driveways will line those streets. The commercial lot abuts R.D. Mize Road. Buffer fencing and landscaping will provide screening from the rights-of-way.

Characteristics of the Area:

To the east of the properties, across Jackson Drive, set single-family houses on R-6 (Single-Family Residential) zoned lots. The multiple-family development to the west, Arabella, has been largely completed. To the north and northeast are undeveloped tracts and a wooded lot zoned C-2 (General Commercial) and C-3 (Service Commercial. Undeveloped woodland lies along the railroad tracks to the south and is zoned R-6 as well.

ANALYSIS

Historic and Archeological Sites:

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

Public Utilities:

All utility services are adjacent to right-of-way or nearby. There are water and electric mains in the new development to the west and in R.D. Mize Road and Jackson Drive rights-of-way. There are sanitary mains in the new development to the west, in the R.D. Mize Road right-of-way and along the creek, south of the southern tract (the second plat).

Floodplain/Stream Buffer:

Portions of this first plat, along the stream crossing are in a federally designated floodplain.

There is a second-order stream located within the tract. Second-order streams shall have a minimum average buffer width of 105-feet on each side, with streamside zone of 35-feet, a middle zone of 45-feet, and an outer zone of 25-feet.

Elevations:

The applicant's application indicates two styles of duplex, one to be used with the first plat and another with the second plat.

Driveways and Sidewalks:

Each duplex unit will have one garage, but each duplex structure will either have a two or four-car wide driveway creating as many as five parking spaces per unit on the side of the two street segments not having sidewalks and three parking spaces for some units on the sides that will have sidewalks. This will help to keep street parking at a minimum.

Streets and Access:

The first plat will be accessed by a right-of-way that intersects Jackson Drive at a right angle, aligning with the existing break in the median located near the midpoint of the "S" curve. Jackson Drive will also be accessed via 33rd Terrace South. The placement of the duplex on Lot 13 may create sight-distance concerns if not properly situated. All development entrances must meet minimum sight-distance requirements prior to the recording of the Final Plat.

Landscaping:

An opaque buffer fence and associated landscaping will be provided in the rear yards of the lots abutting the Jackson Drive rights-of-way. Responsibility and descriptions of the buffer fence and plantings shall be described in the Covenants, Conditions, & Restrictions (CC&Rs) required to be recorded with the Final Plat. Further, these improvements will be indicated on each lot's plot plan.

Covenants (CC&R's):

A copy of the CC&R's will be recorded with the First Final Plat.

CIP Investments:

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

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 26-320-02
2. Final Plat Staff Report 26-320-02
3. Application_Redacted
4. Jackson Place First Plat
5. Planning Commission Meeting Minutes 06.09.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FINAL PLAT FOR JACKSON PACE – 1ST PLAT LOCATED WEST OF JACKSON DRIVE AND SOUTH OF R.D. MIZE ROAD IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS, the application submitted by Jim Pollard, requesting approval of the Final Plat entitled "Jackson Place – 1st Plat," was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Planning Commission considered the Final Plat on June 9, 2026, and rendered a report to the City Council recommending the plat be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the Final Plat is consistent with the approval criteria in Section 14-702-04.

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

SECTION 1. That the Final Plat entitled "Jackson Place – 1st Plat" is a subdivision located in:

All that part of the West Half of the Southwest Quarter of Section 16 Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, more particularly described by R. Kevin Sterrett, Mo. PLS #2469 of Hg Consult, Inc. as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds East, along the North line of said Southwest Quarter, a distance of 498.57 feet; thence South 01 degrees 45 minutes 52 seconds West, a distance of 49.94 feet to the South right-of-way line of East R. D. Mize Road, as now established and to the POINT OF BEGINNING; thence South 82 Degrees 54 minutes 09 seconds East, along said South right-of-way line, a distance of 97.76 feet; thence South 88 degrees 09 minutes 33 seconds East, continuing along said South right-of-way a distance of 175.36 feet; thence South 36 degrees 54 minutes 45 seconds East, continuing along said South right-of-way line, a distance of 44.04 feet to the West right-of-way line of South Jackson Drive, as now established; thence South 02 degrees 39 minutes 48 seconds West, along the West right-of-way of said South Jackson Drive, a distance of 186.00 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 009 degrees 12 minutes 25 seconds, an arc distance of 104.45 feet to a point of tangency; thence South 11 degrees 52 minutes 14 seconds West, continuing along said West right-of-line, a distance of 98.82 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the left, having a radius of 750.00 feet and a central angle of 009 degrees 19 minutes 40 seconds, an arc distance of 122.10 feet to a point of tangency; thence South 02 degrees 32 minutes 35 seconds West, continuing along said West right-of-way line, a distance of 795.53 feet to a point of curvature; thence Southerly and Southwesterly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 053 degrees 43

minutes 36 seconds, an arc distance of 609.51 feet; thence North 02 degrees 31 minutes 47 seconds East, a distance of 1868.24 feet to the POINT OF BEGINNING. Containing 465,624 square feet or 10.689 acres, more or less.

SECTION 2. All of the conditions of approval have been resolved by the applicant except for the conditions listed below:

1. The directionals for the streets on the plat should read, "E. 32nd Terrace S. and S. Glenview Court."
2. Include the 5-foot-wide sidewalks on the east and south sides of the rights-of-way as indicated on the Preliminary Plat.
3. A copy of the CC&Rs shall be recorded, which outlines the creation of a Homeowners Association and includes the maintenance requirements for the buffer fence and required landscaping.
4. A buffer fence and associated landscaping shall be provided in the rear yards of the lots abutting the Jackson Drive rights-of-way. Responsibility and descriptions of the buffer fence and plantings shall be described in the CC&Rs required to be recorded with the first Final Plat. Further, these improvements will be indicated on each lot's plot plan. Recorded deed restrictions or other type of guarantees will be necessary to prevent the required buffer fence from being removed.
5. The development shall meet the parking requirements of City Code Section 14-501-05 while not obstructing sidewalks. Paved area of front and side yards shall meet City Code Section 14-501-10-B.
6. The development entrances shall meet minimum sight-distance requirements.
7. Lots encroaching on the flood plain shall require development flood plain permits and compliance with City of Independence FEMA regulations.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 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
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: June 9, 2026 **STAFF:** Brian L. Harker, Planner

PROJECT NAME: Jackson Place – 1st Plat

CASE NUMBER/REQUEST: **Case 26-320-02 - Final Plat – Jackson Place, First Plat –** A request to approve a final plat generally located west of Jackson Drive and south of R.D. Mize Road.

APPLICANT/OWNER: James Pollard

PROPERTY LOCATION: Southwest Corner of Jackson Drive and R.D. Mize Road

SURROUNDING ZONING/LAND USE:

North:	C-2 (General Commercial)…undeveloped lot
East:	R-6 (Single-Family Residential)…single-family houses
	C-3 (Service Commercial)…undeveloped wooded tract
South:	R-6 (Single-Family Residential)…undeveloped tract
West:	R-30/PUD (High Density Residential/Planned Unit Development)…developing subdivions

FURTHER ACTION:
Following action by the Planning Commission, this application is scheduled for first reading by the City Council on July 6, 2026 and the second reading on July 20, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of this Final Plat with the following conditions.

1. The directionals for the streets on the plat should read, "E. 32nd Terrace S. and S. Glenview Court."
2. Include the 5-foot-wide sidewalks on the east and south sides of the rights-of-way as indicated on the Preliminary Plat.
3. A copy of the CC&Rs shall be recorded, which outlines the creation of a Homeowners Association and includes the maintenance requirements for the buffer fence and required landscaping.
4. A buffer fence and associated landscaping shall be provided in the rear yards of the lots abutting the Jackson Drive rights-of-way. Responsibility and descriptions of the buffer fence and plantings shall be described in the CC&Rs required to be recorded with the first Final Plat. Further, these improvements will be indicated on each lot's plot plan. Recorded deed restrictions or other type of guarantees will be necessary to prevent the required buffer fence from being removed.

5. The development shall meet the parking requirements of City Code Section 14-501-05 while not obstructing sidewalks. Paved area of front and side yards shall meet City Code Section 14-501-10-B.
6. The development entrances shall meet minimum sight-distance requirements.
7. Lots encroaching on the flood plain shall require development flood plain permits and compliance with City of Independence FEMA regulations.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by James Pollard for Preliminary Plat approval of Jackson Place located at S. Jackson Drive and E. R.D. Mize Road'

Current Zoning: C-2 (General Commercial) and R-12 (Two-Family Residential)

Current Use: Vacant tracts

PROPOSAL:
This Final Plat includes one commercial lot at the corner of R.D. Mize Road and Jackson Drive and 24 duplex lots along with 3 common area tracts. Each residential unit will have a sprinkler system and there will be a homeowners association established which will maintain the yards and common areas. The townhomes will be offered for sale and priced at approximately $450,000 and $225,000 per side.

PHYSICAL CHARACTERISTICS OF PROPERTY:
The proposed development has a fairly flat topography. The existing narrow tracts located northwest and southeast of an "S" curve in Jackson Drive will contain two, dead-end streets ending in cul-de-sacs. This Final Plat will be the portion northwest of Jackson Drive. Duplexes with two and four car driveways will line those streets. The commercial lot abuts R.D. Mize Road. Buffer fencing and landscaping will provide screening from the rights-of-way.

CHARACTERISTICS OF THE AREA:
To the east of the properties, across Jackson Drive, set single-family houses on R-6 (Single-Family Residential) zoned lots. The multiple-family development to the west, Arabella, has been largely completed. To the north and northeast are undeveloped tracts and a wooded lot zoned C-2 (General Commercial) and C-3 (Service Commercial. Undeveloped woodland lies along the railroad tracks to the south and is zoned R-6 as well.

ANALYSIS

Historic and Archeological Sites:
There are no apparent historic or archeological issues with this property.

Public Utilities:
All utility services are adjacent to right-of-way or nearby. There are water and electric mains in the new development to the west and in R.D. Mize Road and Jackson Drive rights-of-way. There are sanitary mains in the new development to the west, in the R.D. Mize Road right-of-way and along the creek, south of the southern tract (the second plat).

Floodplain/Stream Buffer:

Portions of this first plat, along the stream crossing are in a federally designated floodplain.

There is a second-order stream located within the tract. Second-order streams shall have a minimum average buffer width of 105-feet on each side, with streamside zone of 35-feet, a middle zone of 45-feet, and an outer zone of 25-feet.

Elevations:
The applicant's application indicates two styles of duplex, one to be used with the first plat and another with the second plat.

Driveways and Sidewalks:
Each duplex unit will have one garage, but each duplex structure will either have a two or four-car wide driveway creating as many as five parking spaces per unit on the side of the two street segments not having sidewalks and three parking spaces for some units on the sides that will have sidewalks. This will help to keep street parking at a minimum.

Streets and Access:
The first plat will be accessed by a right-of-way that intersects Jackson Drive at a right angle, aligning with the existing break in the median located near the midpoint of the "S" curve. Jackson Drive will also be accessed via 33rd Terrace South. The placement of the duplex on Lot 13 may create sight-distance concerns if not properly situated. All development entrances must meet minimum sight-distance requirements prior to the recording of the Final Plat.

Landscaping:
An opaque buffer fence and associated landscaping will be provided in the rear yards of the lots abutting the Jackson Drive rights-of-way. Responsibility and descriptions of the buffer fence and plantings shall be described in the CC&Rs required to be recorded with the Final Plat. Further, these improvements will be indicated on each lot's plot plan.

Covenants (CC&R's):
A copy of the CC&R's will be recorded with the First Final Plat.

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

EXHIBITS

1. Application
2. Final Plat
3. Duplex One Design

INDEPENDENCE
MISSOURI

Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

Application Type (check all that apply)

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

Project Information and Location

Jackson Place, First Plat
Project Name

Jackson Drive at R.D.Mize Drive
Project Address/Location

3300/Duplex	10.7 (Lots & Tracts)	25/3	Yes
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
C-2 and R-12	C-2 &R-12	Vacant	MF Duplexes
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

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

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

Contact Information

Applicant

Jim Pollard — N/A
Name — Company

[redacted]
Address

[redacted] — [redacted]
Phone — Email

Owner

Same As Applicant
Name — Company

Address

Phone — Email

Architect/Engineer/Surveyor/Other:

Kevin Sterrett — Hg Consult, Inc.
Name — Company

[redacted]
Address

[redacted] — [redacted]
Phone — Email

Architect/Engineer/Surveyor/Other:

Name — Company

Address

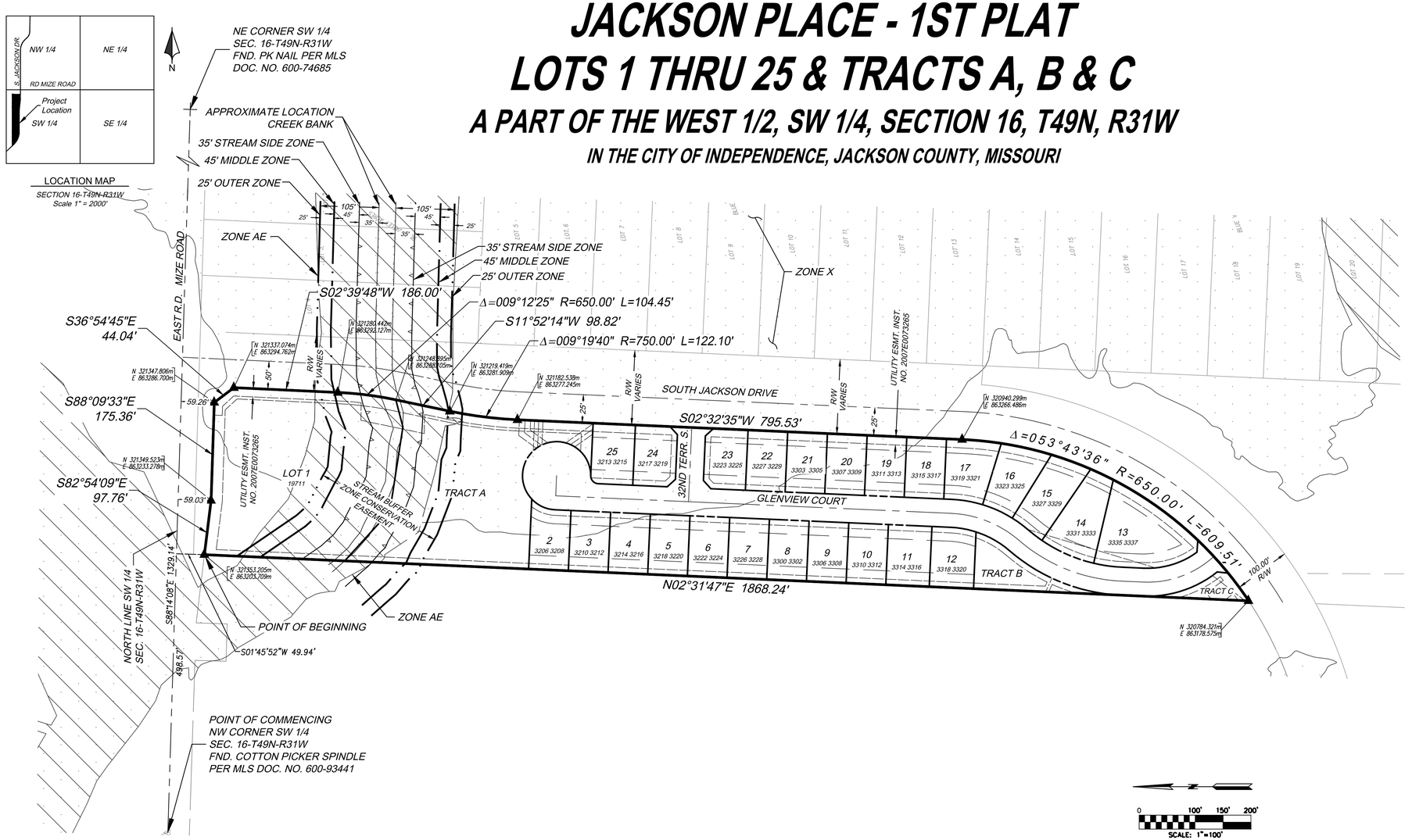
Phone — Email

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

James Pollard 4/15/26
Applicant's Signature — Date

James Pollard 4/15/26
Owner's Signature — Date

JACKSON PLACE - 1ST PLAT
LOTS 1 THRU 25 & TRACTS A, B & C
A PART OF THE WEST 1/2, SW 1/4, SECTION 16, T49N, R31W
IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI



PROPERTY DESCRIPTION:

All that part of the West Half of the Southwest Quarter of Section 16 Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, more particularly described by R. Kevin Sterrett, Mo. PLS #2469 of Hg Consult, Inc. as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds East, along the North line of said Southwest Quarter, a distance of 498.57 feet; thence South 01 degrees 45 minutes 52 seconds West, a distance of 49.94 feet to the South right-of-way line of East R. D. Mize Road, as now established and to the POINT OF BEGINNING; thence South 82 Degrees 54 minutes 09 seconds East, along said South right-of-way line, a distance of 97.76 feet; thence South 88 degrees 09 minutes 33 seconds East, continuing along said South right-of-way line, a distance of 175.36 feet; thence South 36 degrees 54 minutes 45 seconds East, continuing along said South right-of-way line, a distance of 44.04 feet to the West right-of-way line of South Jackson Drive, as now established; thence South 02 degrees 39 minutes 48 seconds West, along the West right-of-way line of said South Jackson Drive, a distance of 186.00 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 009 degrees 12 minutes 25 seconds, an arc distance of 104.45 feet to a point of tangency; thence South 11 degrees 52 minutes 14 seconds West, continuing along said West right-of-way line, a distance of 98.82 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the left, having a radius of 750.00 feet and a central angle of 009 degrees 19 minutes 40 seconds, an arc distance of 122.10 feet to a point of tangency; thence South 02 degrees 32 minutes 35 seconds West, continuing along said West right-of-way line, a distance of 795.53 feet to a point of curvature; thence Southerly and Southwesterly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 053 degrees 43 minutes 36 seconds, an arc distance of 609.51 feet; thence North 02 degrees 31 minutes 47 seconds East, a distance of 1868.24 feet to the POINT OF BEGINNING. Containing 465,624 square feet or 10.689 acres, more or less.

DEDICATION: *THE UNDERSIGNED OWNER(S) OF THE PROPERTY DESCRIBED HEREIN HAS/HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT AND THE PROPERTY SHALL HEREAFTER BE KNOWN AS "JACKSON PLACE - 1ST PLAT".*

IN TESTIMONY WHEREOF, THE UNDERSIGNED OWNERS HAVE HEREUNTO SET THEIR HANDS THIS _____ DAY OF _____, 20___.

_____
JAMES W. POLLARD

STATE OF MISSOURI)
) SS:
COUNTY OF JACKSON)

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED THE ABOVE PERSON(S), TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE THE DATE AND YEAR LAST WRITTEN ABOVE.

_____ _____
NOTARY PUBLIC *MY COMMISSION EXPIRES:*

ACKNOWLEDGEMENTS:

THIS CERTIFIES THAT THE WITHIN PLAT OF "JACKSON PLACE - 1ST PLAT" INCLUDING EASEMENTS AND RIGHTS-OF-WAY WAS SUBMITTED AND APPROVED BY THE CITY COUNCIL AND MAYOR OF THE CITY OF INDEPENDENCE, MISSOURI PURSUANT TO ORDINANCE NO. _____.

_____ _____
TOM SCANNELL, DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT *DATE*

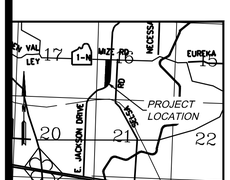
_____ _____
SUSANNE HOLLAND, CITY CLERK *DATE*

_____ _____
ALEXANDER LOPEZ, CITY ENGINEER *DATE*

APPROVED BY JACKSON COUNTY ASSESSOR'S OFFICE:

_____ _____
JACKSON COUNTY ASSESSMENT DEPARTMENT *DATE*

KEY:
- *m = MEASURED*
- *p = PLATTED*
- *I.T.B = INITIAL TANGENT BEARING*
- *△ INDICATES MONUMENT FOUND*
- *▲ INDICATES SET 1/2" IRON BAR W/CAP*



VICINITY MAP
NOT TO SCALE

STREETS: *THE STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.*

BUILDING LINES: *BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT-OF-WAY LINE.*

EASEMENTS: *AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY INDEPENDENCE, MISSOURI, TO LOCATE, CONSTRUCT AND MAINTAIN, OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF POLES, WIRES, ANCHORS, CONDUITS, AND / OR STRUCTURES FOR WATER, GAS, SANITARY SEWER, STORM SEWER, ELECTRICITY, TELEPHONE, CABLE TELEVISION, OR ANY OTHER NECESSARY PUBLIC UTILITY OR SERVICES, ANY OR ALL OF THEM, UPON, OVER, OR UNDER THOSE AREAS OUTLINED OR DESIGNATED UPON THIS PLAT AS UTILITY EASEMENTS (U/E), SANITARY SEWER EASEMENTS (SSE) OR STORM DRAINAGE EASEMENTS (SDE), OR WITHIN ANY STREET OR THOROUGHFARE DEDICATED TO PUBLIC USE ON THIS PLAT.*

GRANTOR, ON BEHALF OF HIMSELF, HIS HEIRS, HIS ASSIGNS AND SUCCESSORS IN INTEREST, HEREBY WAIVES, TO THE FULLEST EXTENT ALLOWED BY LAW, INCLUDING, WITHOUT LIMITATION, SECTION 527.188, RSMO. (2006), ANY RIGHT TO REQUEST RESTORATION OF RIGHTS PREVIOUSLY TRANSFERRED AND VACATION OF THE EASEMENT HEREIN GRANTED.

STORM DRAINAGE: *INDIVIDUAL LOT OWNERS SHALL NOT CHANGE OR OBSTRUCT THE FLOW PATH ON LOTS, UNLESS SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.*

MISSOURI STATE PLANE COORDINATES:

MISSOURI STATE PLANE COORDINATES, WERE OBTAINED USING KC METRO CONTROL MONUMENT, JA-43 MONUMENT
COORDINATES = N 307528.309 M
E 860514.793 M

GRID FACTOR 0.9998981

NOTES:

1. *△ DENOTES FOUND MONUMENTATION AS NOTED.*
2. *▲ DENOTES 1/2" IRON BAR WITH PLASTIC CAP LS-2469 SET THIS PLAT.*
3. *ALL MONUMENTATION TO BE SET WITHIN 3 MONTHS OF THE RECORDING OF THIS PLAT.*
4. *THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN "URBAN PROPERTY" SURVEY.*
5. *PROPERTY INFORMATION SHOWN HEREON (RECORD DESCRIPTIONS, EASEMENTS, ETC.) WERE PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY BY COMMITMENT FILE NO. 1595739, WITH A COMMITMENT DATE OF SEPTEMBER 20, 2021 AT 8:00 A.M..*
6. *THE APPROVED DWELLING SIZE CLASSIFICATION FOR THIS PLAT IS: CLASS E 1,400 S.F.*
7. *ACCORDING TO F.E.MA. FLOOD INSURANCE RATE MAP NUMBER 29095C0344G, REVISED JANUARY 20, 2017, THIS TRACT GRAPHICALLY LIES IN OTHER AREAS, ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN.*
8. *THERE ARE NO OIL OR GAS WELLS ON THE SUBJECT PROPERTY AS OF MAY 1, 2023 AS SHOWN BY THE MISSOURI GEOLOGICAL SURVEY GEOSTRAT (GEOSCIENCES TECHNICAL RESOURCE ASSESSMENT TOOL).*
9. *THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION INSIDE THE STREAM BUFFER ZONES. ANY STREAM BUFFER SHOWN HEREON IS SUBJECT TO CONSERVATION EASEMENTS THAT RESTRICT DISTURBANCE AND USE OF THESE AREAS.*

SURVEYORS' CERTIFICATION:

I HEREBY CERTIFY THAT THE WITHIN PLAT OF JACKSON PLACE - 1ST PLAT, LOTS 1 THRU 25 & TRACTS A, B & C IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND LAND SURVEYORS AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES. I FURTHER CERTIFY THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENTS WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT; THAT I HAVE COMPLIED WITH ALL STATE AND CITY OF INDEPENDENCE STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

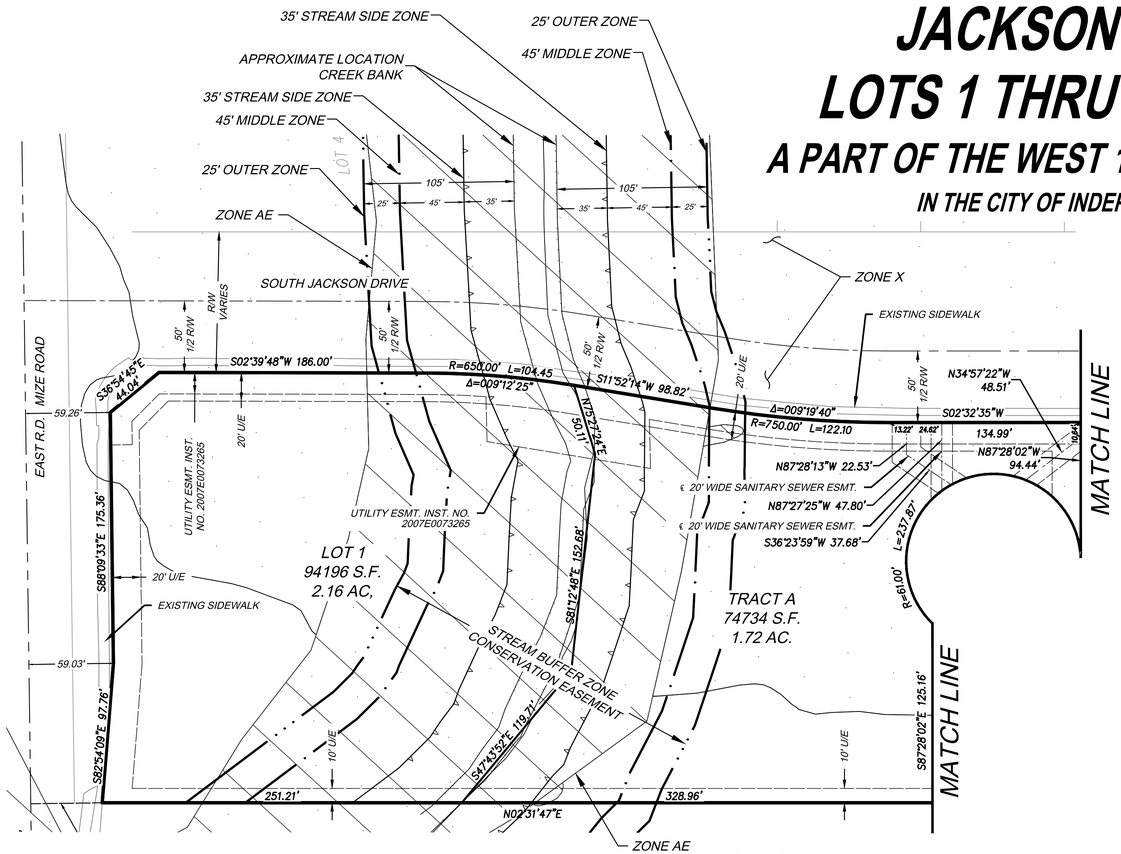
_____ _____
R. KEVIN STERRETT, MO LS-2469 *DATE*

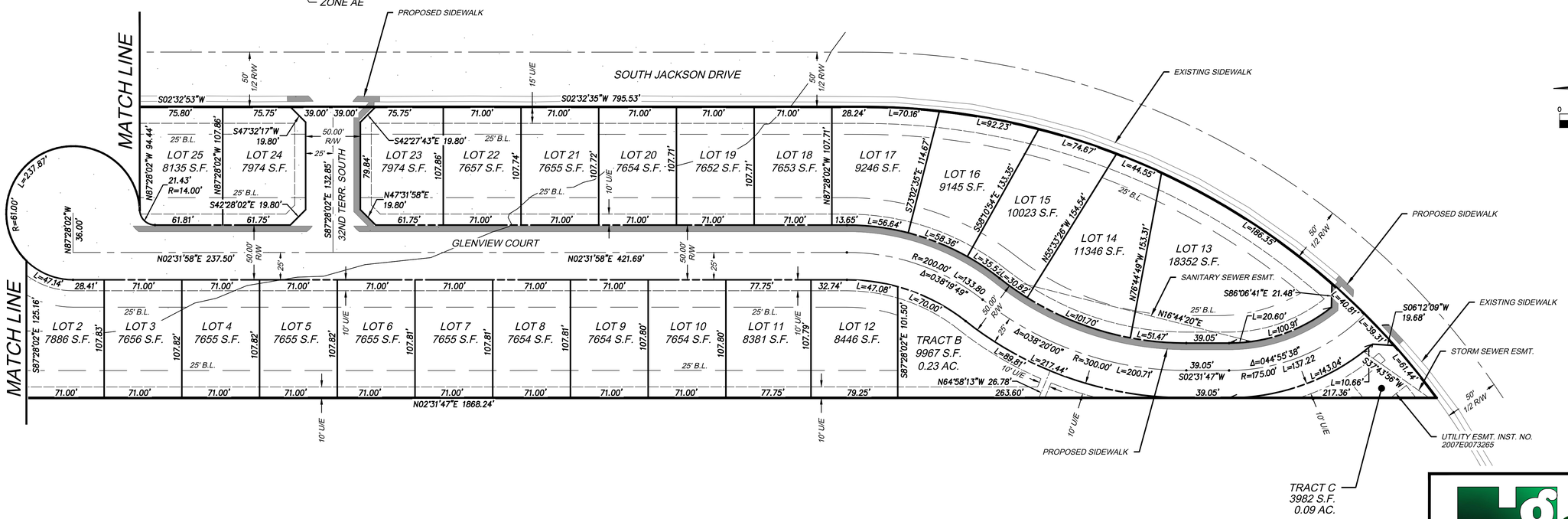
PLAT PREPARED FOR:
JIM POLLARD
3030 S. CRENSHAW ROAD
INDEPENDENCE, MISSOURI 64057

SHEET 1 OF 2
PROJECT NO.: 23.072
REVISED: 05/22/2026
PREPARED: 04/10/2026
PREPARED BY: SPW

Hg Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E201000573 (MO.) / E-1736 (KS.) / LS 2019005467

JACKSON PLACE - 1ST PLAT
LOTS 1 THRU 25 & TRACTS A, B & C
A PART OF THE WEST 1/2, SW 1/4, SECTION 16, T49N, R31W
IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI





SURVEYORS' CERTIFICATION:

I HEREBY CERTIFY THAT THE WITHIN PLAT OF JACKSON PLACE - 1ST PLAT, LOTS 1 THRU 25 & TRACTS A, B & C *IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND LAND SURVEYORS AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES. I FURTHER CERTIFY THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENTS WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT; THAT I HAVE COMPLIED WITH ALL STATE AND CITY OF INDEPENDENCE STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.*

R. KEVIN STERRETT, MO LS-2469 _____ *DATE*

NOTE:

1. *Lot 1 zoned C-2.*
2. *Tract A, B & C are to be used for open space, utility easement & storm water detention.*
3. *25' B.L. = 25' Building Setback Line.*

PLAT PREPARED FOR:
JIM POLLARD
3030 S. CRENSHAW ROAD
INDEPENDENCE, MISSOURI 64057

SHEET 2 OF 2
PROJECT NO.: 23.072
REVISED: 05/22/2026
PREPARED: 04/10/2026
PREPARED BY: SPW

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E201000573 (MO.) / E-1736 (KS.) / LS 2019005467

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Planning Commission Minutes

June 9, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 6/9/2026 at 6:00 PM at 20201 E Jackson Drive, Independence, MO 64057. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull cases 26-310-01, 26-320-01 and 26-320-02 from the Consent Agenda for separate consideration.

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1. **Planning Commission Minutes – May 12, 2026**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-310-01 – Preliminary Plat – Meadowbrook Estates, Phase 2 –** A request to approve a preliminary plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that the project approval had expired for a second time and that the applicant was requesting new approval.

Jack Murphy, 3215 Juanita Drive, Buckner, Missouri, stated that there were no changes to the Preliminary Plat from the previous approval.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

---

3. **Case 26-320-01 – Final Plat – Meadowbrook Estates, Phase 2 –** A request to approve a final plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

---

4. **Case 26-320-02 - Final Plat – Jackson Place, First Plat –** A request to approve a final plat generally located west of Jackson Drive and south of R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS & OTHER BUSINESS

Commissioner Ashbaugh requested to re-order the agenda to the following order: 26-400-63, 26-200-03, 26-100-05, 26-125-03, 26-810-01, 26-810-02, 26-320-03.

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1. **Case 26-400-63 – Short-Term Rental – 5217 S Powell Ave –** A request to operate a Short-Term Rental at the property.

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

Applicant Comments

Alicia Gibson, 19405 E. State Route 78, stated she is the property manager for the proposed Short-Term Rental and works with BearBNB. She explained that the property owner resides in Colorado but works in Kansas City for one to two weeks each month. During periods when the owner is in Colorado, they would like the opportunity to rent the home as a Short-Term Rental.

In response to Commissioner Nesbitt's question, Ms. Gibson stated that the garage would be available for guest use. She noted that two vehicles could park in the garage, two in the driveway, and one on the street, although on-street parking would not be preferred.

Public Comments

Jacob Potter, 5229 S. Powell Avenue, expressed concerns regarding safety, noise, and parking.

Mike Potter, 5705 W. U.S. 40 Highway, stated that he has been in business for 50 years and believes Short-Term Rentals should not be located within residential neighborhoods. He expressed concerns about potential parties at the property.

In response, Ms. Gibson stated that the owners have installed noise-monitoring devices both inside and outside the home, exceeding the City's requirement for an interior device. She explained that strict house rules will be enforced to prevent parties and that exterior cameras will alert the homeowners if more than the permitted number of guests arrive at the property. Ms. Gibson further stated that the property management company employs eight full-time staff members, ensuring someone is always available to respond to any issues that may arise.

In response to Commissioner Ashbaugh's question, Ms. Gibson stated that guests will access the home using a unique code provided at check-in.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

---

2. **Case 26-200-03 – Special Use Permit – 3601 S. Noland Road –** A request to approve a Special Use Permit to operate a rental car business.

Staff Presentation

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

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the proposed parking area would be located behind the strip center and would be used solely for overflow parking associated with the Avis Car Rental facility located at 3701 S. Noland Road.

Commissioner Ashbaugh asked whether Avis planned to install lighting on the site. Mr. Glaser stated that electrical permits would be required if lighting is installed in the future.

Applicant Comments

Bill Moore, 801 W. 47th Street, Kansas City, stated he is the attorney representing the applicant. Mr. Moore provided a brief history of the property and explained that Avis had experienced parking constraints at its existing location. He stated that the property owner began searching for a nearby lot that could be used for overflow vehicle storage.

Mr. Moore noted that customers would not access the overflow lot and that only Avis staff would retrieve vehicles from the site. He also stated that the applicant would like to install security lighting and that any lighting would be directed downward and away from nearby residential properties.

In response to Commissioner Nesbitt's question, Mr. Moore stated that healthy trees along the property would remain in place to provide a buffer between the parking area and adjacent residential homes. Commissioner Nesbitt requested that staff ensure any future lighting is directed toward Noland Road and away from the neighboring residences.

In response to Commissioner Ashbaugh's question regarding stormwater detention, Rick Arroyo stated that stormwater detention would not be required unless the applicant pursued future building permits. Mr. Arroyo also noted that any site lighting would be required to comply with City Code, including regulations governing light levels and fixture direction.

Marshal Blount, Kansas City, stated that the applicant had not yet determined the amount of lighting that would be necessary but would comply with all applicable City Code requirements. He added that the applicant is also considering the installation of security cameras but has not made a final decision.

Public Comments
No public comments.

Motions
Commissioner Eric Ashbaugh made a motion to add a condition that lighting be installed before the lot can be used. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case with conditions as outlined by staff and the added condition for lighting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-100-05 – Rezoning – 16523 E US 40 Hwy** – A request to rezone the property from R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General Commercial).

Staff Presentation
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments
Sebrina Johnson, 7211 Marion Avenue, Kansas City, stated that she has always enjoyed teaching and cooking. She shared fond memories of Stephenson's Apple Farm and explained her vision for the property, which includes teaching trade skills such as construction and HVAC, as well as culinary arts. Ms. Johnson stated that she also plans to incorporate urban farming to provide fresh produce. She explained that her long-term vision includes a student-led restaurant and, eventually, an event space on the property.

In response to Commissioner Nesbitt's question, Ms. Johnson stated that she has made a significant financial investment in the property and has additional funding available to support future growth and development.

Public Comments
Shane Ray, 7211 Marion Avenue, Kansas City, stated that he is Ms. Johnson's son and that the project represents a dream she has invested considerable time and effort into pursuing. He expressed his belief that the project will be a positive asset to the community by providing quality food and opportunities for individuals to learn valuable skills.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-125-03 – Rezoning/PUD – 20691 E US 24 Highway –** A request to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approving a preliminary development plan.

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

In response to Chairwoman Wiley's question, Mr. Glaser stated that New Town at Harmony is a similar type of development, although the proposed homes would be larger. He noted that City staff is confident the developer can meet all applicable engineering and design standards required by the Unified Development Ordinance.

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the setback is measured from the right-of-way line and stated that a 20-foot setback should adequately accommodate modern vehicles. Mr. Arroyo added that the developer intends for the homes to be owner-occupied.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated that long-term rentals are generally permitted within single-family residential developments. He noted that a homeowners

association may adopt covenants restricting owners from renting their homes for a specified period, such as two or three years, although such restrictions may not permanently prohibit rentals.

City Attorney Mitch Langford stated that a homeowners association may establish rules prohibiting rentals; however, enforcement of those restrictions would be the responsibility of the association and could potentially result in legal disputes.

Applicant Comments

Bryan Rahn, 1000 High Point Drive, Lee's Summit, stated that he is working with Summit Homes on the proposed development. He explained that the applicant has worked closely with City staff to address local housing needs and create attainable homeownership opportunities. Mr. Rahn stated that the goal is for the homes to be priced below $300,000 and noted that the development will include a variety of home styles and architectural designs. He added that the project is intended to provide numerous outdoor recreational opportunities for residents.

Mr. Rahn stated that the proposed development is designed to provide attainable homeownership opportunities while incorporating neighborhood amenities and attractive architectural features. He explained that, while amenities such as a clubhouse and swimming pool are not feasible at the proposed price point, the development would include outdoor recreational features, open space, walking trails, a playground, and five fitness stations located throughout the community.

Mr. Rahn presented conceptual renderings of the development, including streetscape views, housing elevations, fitness pods, and the community mail station. He explained that the development is designed to maximize open space, with much of the western portion of the subdivision remaining undeveloped. Existing City-owned stormwater management areas would be incorporated into the overall site design. He noted that the layout provides buffering from adjacent residential properties through the use of open space and roadway placement.

Mr. Rahn stated that the development would include a one-mile trail system utilizing sidewalks and trails throughout the community. He emphasized the goal of creating an attractive neighborhood while maintaining housing affordability.

The applicant also presented examples of the proposed home designs and explained that the development would include a variety of architectural styles, materials, and color schemes to create visual diversity throughout the neighborhood. He stated that the project is intended as a for-sale community focused on homeownership opportunities.

In response to Chairwoman Wiley's question regarding housing options, Mr. Rahn stated that the development would include numerous home designs and elevations. While many of the homes share similar footprints, the project includes a variety of architectural styles and building configurations, including some three-story models. He explained that the design team intentionally incorporated varied rooflines, porches, materials, and façade treatments to avoid a repetitive appearance while maintaining affordability.

In response to Commissioner Nesbitt's question regarding building height, the applicant stated

that the three-story home model would comply with the maximum height requirements of the Unified Development Ordinance and is anticipated to be approximately 37 feet tall. Commissioner Nesbitt asked whether the proposed walking trail would be a permanent feature of the development. The applicant stated that the trail is intended to be constructed as shown on the plans and would be located within a tract maintained by the homeowners association.

Commissioner Nesbitt asked whether the development would be similar to another project previously constructed by the applicant. The applicant stated that the proposed homes would feature a more traditional front-entry design and architecture.

Commissioner Nesbitt also asked about architectural variety within the development. The applicant stated that the neighborhood would include a variety of roof pitches and home designs, although the majority of the homes would feature traditional architectural styles. He noted that the proposed streetscape reflects the character and appearance anticipated for the development.

When asked about exterior colors and materials, the applicant stated that a variety of colors would be incorporated throughout the neighborhood. He noted that Summit Homes would be responsible for home construction and deferred additional questions regarding colors and materials to the builder's representative.

In response to Commissioner Nesbitt's question regarding architectural standards, Aaron Young, 1450 Holmes Avenue, Kansas City, Missouri, Vice President of Development for Summit Homes, stated that the homeowners association would establish and enforce architectural guidelines for the development. He explained that an architectural review committee would oversee the approval of home elevations, exterior colors, materials, and other design elements to ensure consistency throughout the neighborhood.

Mr. Young stated that the development would include a variety of home styles and floor plans, including ranch, two-story, and three-story homes. While many of the homes would share similar footprints to help maintain affordability, he noted that the project would offer a variety of elevations and design options to create visual diversity throughout the neighborhood.

In response to Commissioner Nesbitt's question regarding foundations, Mr. Young stated that the development is being designed primarily with slab foundations in mind; however, homeowners would have the option of selecting a basement foundation at an additional cost. When asked about storm shelter accommodations, Mr. Young stated that specific home plans have not yet been finalized and could not provide details regarding potential safe rooms or similar features.

Commissioner Nesbitt also asked about the anticipated timeline for the development. Mr. Young stated that a typical phase of approximately 50 homes would be expected to build out over an 18-month period. Based on current market conditions, he estimated that the entire development could be completed in less than five years.

In response to Commissioner Ashbaugh's question regarding fencing, Mr. Young stated that homeowners would have the option to install fences, subject to homeowners association standards and approved materials. He noted that chain-link fencing would not be permitted.

Commissioner Ashbaugh also asked about lot dimensions and spacing between homes. The applicant stated that the homes would generally be separated by approximately 10 feet and would be located on lots that vary in size throughout the development. The applicant explained that the site contains relatively gentle topography and is being designed to accommodate the proposed housing types.

In response to questions regarding stormwater management, Mr. Rahn stated that runoff from the development would be managed through an existing detention basin that was originally designed to accommodate drainage from the site, as well as four additional detention facilities proposed as part of the development. The applicant noted that the project engineering has been designed to address runoff from roofs, driveways, and other impervious surfaces.

Richard Michael of HG Consult, 25604 NE Colburn Road, Lee's Summit, representing the applicant, addressed questions regarding stormwater drainage for the proposed subdivision. He explained that although the lot sizes are smaller and more condensed, the overall impervious surface coverage is comparable to that of a conventional subdivision. He noted that the engineering and grading plans have undergone extensive design work and multiple staff reviews and are substantially developed despite being presented as a preliminary plan.

Mr. Michael stated that the site grading is designed to direct as much stormwater runoff as possible into the street system, where the majority of the storm sewer infrastructure is located. Roof drainage and driveway slopes are designed to direct water toward the streets, while rear yard drainage will be managed through swales, field inlets, and connections to the overall storm sewer system. He further noted that the development complies with required stormwater release rates and includes four detention basins designed to provide both drainage functionality and site amenities. He explained that some basins are intended to remain wet for extended periods, depending on weather conditions and site hydrology.

In response to Commissioner Nesbitt's question regarding school district capacity, Mr. Rahn stated that he had notified the Fort Osage School District of the proposed development but had not received a response regarding any potential impacts on school capacity.

Public Comments

Lisa Stewart, 20313 E. 16th Street North, expressed concerns regarding the potential impact of the development on the Fort Osage School District, stating that the district's schools are already overcrowded and may not have the capacity to accommodate additional students generated by the proposed development. She also expressed concerns regarding the proposed street connection between the new development and the Blue Mills subdivision. She stated that a connection would increase vehicle traffic, pedestrian traffic, and noise within the existing neighborhood. She noted that another nearby subdivision already utilizes Blue Mills as a connection to major roadways, which she believes has increased traffic in the area. Additionally, she expressed concerns that the construction of new homes in the proposed price range could increase surrounding property valuations and property taxes for existing residents.

John Tann, 20305 E. 17th Terrace North, stated that while he supported the concept of single-family housing, he shared concerns regarding the proposed connection between the new subdivision and the existing neighborhood. He stated that additional connections could increase traffic and negatively affect neighborhood safety and quality of life. Mr. Tann also questioned the proposed reduction in minimum lot sizes and home site standards, expressing concern that the request was intended to increase development density. He further echoed concerns regarding the capacity of the Fort Osage School District to accommodate additional students.

Matthew Friel, 20304 E. 16th Street North, stated that he believed the proposed development was not compatible with the character of the Blue Mills subdivision, describing the existing neighborhood as consisting primarily of traditional single-family homes on larger lots. He expressed concerns regarding the proposed street connection to Blue Mills, stating that it would increase traffic through the existing neighborhood and could create safety concerns, particularly near the intersection of 16th Street and Blue Mills Road. Mr. Friel also questioned whether existing roadway infrastructure and traffic signals could adequately accommodate additional traffic generated by the development. He suggested that alternative access points should be considered and reiterated concerns regarding school capacity.

Cory Bolin, 1501 N. Millburn Avenue, stated that he agreed with the concerns raised by previous speakers regarding traffic, neighborhood compatibility, and school capacity. He expressed concern that the proposed homes would differ significantly in style and scale from surrounding homes and questioned whether the project would provide the attainable housing benefits described by the applicant. Mr. Bolin also stated that existing residents utilize the undeveloped area as open green space and expressed concern that development would alter neighborhood views and character. Additional concerns included the lack of nearby public transit, the site's topography and potential impacts on adjacent properties, and the developer's prior litigation history.

Kevin King, 20238 E. 17th Street Court North, stated that he supported efforts to bring new housing opportunities to Independence but encouraged the developer to hold a neighborhood meeting to improve communication with nearby residents. He expressed concerns regarding site grading, stormwater runoff, increased traffic associated with the proposed street connections, and the size of the proposed homes compared to existing homes in the area. Mr. King also raised concerns regarding slab-on-grade construction and suggested that storm shelter accommodations should be considered for homes without basements.

Megan Hultz, 1429 N. Millburn Avenue, said one of the primary reasons she purchased her home was the open views and undeveloped landscape located behind her property. She expressed concern that the proposed development would eliminate the existing open space and alter the character of the area. Ms. Hultz stated that she valued the quiet nature of the neighborhood and wished to preserve the existing green space.

Chad, 1529 N. Millburn Avenue, expressed concerns regarding existing traffic conditions near the intersection of 16th Street and Millburn Avenue and stated that additional development would likely increase congestion in the area. He also questioned whether the proposed stormwater management system would adequately address runoff and flooding concerns, noting

that nearby areas already experience significant water accumulation during heavy rainfall events.

In response to concerns raised during public testimony, Mr. Rahn stated that traffic and stormwater analysis had been completed and updated throughout the review process in coordination with City staff. The applicant noted that additional review would continue during the final plat and final development plan stages. The applicant acknowledged that the site contains rolling topography but stated that proposed grading and stormwater improvements would allow runoff to be managed and controlled more effectively than existing conditions.

The applicant further stated that the proposed homes would range from approximately 1,200 to 1,800 square feet and would be priced below $300,000, with some products potentially available in the low $200,000 range depending on lot and foundation type. Representatives explained that the project was intended to provide attainable homeownership opportunities and meet a growing demand for lower-cost new housing options.

In response to concerns regarding roadway connections, Mr. Rahn stated that the proposed street network and access points were developed in accordance with traffic studies and City staff recommendations, emphasizing that connectivity between neighborhoods is an important planning consideration and that the proposed access configuration was based on professional traffic engineering analysis.

Commissioner Nesbitt asked whether an additional access point to Little Blue Parkway could be provided for the development. Staff explained that developments of this size are required by fire code to have at least two access points and noted that the applicant had submitted a traffic study as part of the review process. Staff further stated that an additional access point to Little Blue Parkway was not feasible due to sight-distance limitations associated with the roadway curvature.

Commissioner Nesbitt also inquired about existing dead-end streets within the Blue Mills subdivision. Mr. Arroyo confirmed that the subdivision had originally been planned with future street connections and explained that a detention basin constructed by the City now prevents the extension of Millhaven Drive through the area.

Commissioner Ashbaugh asked if Powell Road could provide alternative access routes. Mr. Arroyo explained that Powell Road is currently an unimproved dead-end roadway and that the City's Comprehensive Plan anticipates its future relocation to the west. Staff stated that the proposed development would not extend Powell Road southward and that the roadway was intentionally not designed to serve as a through connection in its current configuration.

Chairwoman Wiley asked staff to clarify the scope of the request and the approval process. Staff explained that the application was a Planned Unit Development (PUD) rezoning request and that, if recommended for approval by the Planning Commission and subsequently approved by the City Council, the project would proceed to additional engineering and design review. Mr. Arroyo noted that detailed review of stormwater management, infrastructure improvements, and other technical requirements would occur during subsequent development plan and plat review processes.

Commissioner Comments
Commissioner Nesbitt expressed concerns about traffic flowing through the existing neighborhood.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

Chairwoman Wiley called for a short recess. The meeting reconvened at 8:39 p.m.

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5. **Case 26-810-01 – Preliminary Development Plan – 136 E. White Oak** – A request to approve a Preliminary Development Plan for The Cottages at White Oak.

Commissioner Torres stated he would abstain from voting due to his service on the Community Services League Board.

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

In response to Commissioner Ashbaugh's question regarding the meaning of a BMP, Assistant Director Rick Arroyo explained that BMP stands for Best Management Practice and refers to methods used to manage stormwater runoff. He stated that BMPs can include a variety of stormwater mitigation measures, such as bio-retention areas, storm inlet boxes designed to collect floatable debris, and stormwater detention facilities.

In response to Commissioner Nesbitt's question regarding parking for the development, Mr. Harker explained that a condition of approval requires the Community Services League (CSL) to record a deed restriction that permanently provides parking opportunities for residents in the CSL parking lot. Mr. Harker confirmed that adequate parking would be available.

Applicant Comments
Applicant Doug Cowan, President and CEO of Community Services League (CSL), introduced himself and noted that CSL is celebrating its 110th anniversary in 2026. Mr. Cowan explained that the application references CSL Housing Solutions, a wholly owned subsidiary of CSL established to acquire, develop, and maintain safe, stable, and affordable housing. He provided an overview of CSL's housing initiatives, noting the organization has served as a HUD-certified housing counseling agency for nearly 20 years, manages 155 housing units for formerly homeless individuals through HUD partnerships, and administers millions of dollars annually in housing assistance programs. He also highlighted CSL's affordable home construction efforts, homeless outreach programs, and rental and utility assistance programs.

Mr. Cowan stated that the proposed development is intended to address the growing need for

affordable housing by constructing nine 360-square-foot homes adjacent to CSL's headquarters. He explained that the homes are primarily intended for participants employed through CSL's roadside litter removal program, providing residents with convenient access to employment, case management, and supportive services. He noted the location is also adjacent to a KCATA bus transfer station, making transportation more accessible. Mr. Cowan stated that CSL has visited similar housing developments, including Eden Village and the Veterans Community Project, and believes the proposed project will provide a supportive community while helping residents transition to stable housing. He concluded by stating that the development represents an important step toward expanding affordable housing opportunities in Independence and requested the Commission's favorable consideration.

In response to a Chairwoman Wiley's question regarding whether there is a time limit for residents to remain in the homes, Mr. Cowan stated that the goal is to help residents transition to market-rate housing or homeownership, but there is no set time limit. He explained that the length of residency will vary based on each individual's circumstances, with some residents moving on quickly while others may require a longer period of stability. Mr. Cowan noted that CSL offers supportive services, including a matched savings program funded through a local grant, to help residents build financial stability and eventually transition to permanent housing.

Public Comments

Roxanne Robinson, 131 E. Farmer Street, spoke in opposition to the request. Ms. Robinson expressed concerns about locating the tiny home development in her neighborhood, potential future expansion, property values, neighborhood safety, and onsite management. She also asked questions regarding resident eligibility, occupancy, length of residency, and pet policies.

John Gray, 1109 E. 105th Street, Edwardsville, Kansas, spoke in opposition to the request on behalf of Second Baptist Church. Pastor Gray acknowledged the work of Community Services League but expressed concerns regarding safety, trespassing, vandalism, parking, and the project's proximity to the church. He also stated the church should have been consulted earlier in the planning process.

Nancy Harris, 15308 E. Truman Road, spoke in opposition to the request. Ms. Harris expressed concerns about property damage, illegal dumping, theft, and other issues she attributed to homelessness. She stated she believed the proposed development would negatively impact the surrounding neighborhood and questioned why similar projects are frequently located in the area.

In response, applicant Doug Cowan acknowledged the concerns raised and stated that Community Services League is committed to being a good neighbor. He explained that the proposed homes would be permanent structures built on foundations and would serve single occupants who have demonstrated readiness for independent housing, primarily individuals participating in CSL's employment programs. He stated that residents would be screened, receive ongoing case management and supportive services, and be expected to comply with lease requirements.

The applicant explained that the development is intended to provide service-enriched housing by locating residents adjacent to employment opportunities and support services offered through

CSL. He stated that the organization currently employs private security at its facilities, intends to continue security patrols for the development, and plans to install security cameras and provide onsite property management and social service staff. He also noted that lease provisions, including policies regarding overnight guests and pets, are still being finalized.

In response to concerns regarding communication with neighboring property owners, including Second Baptist Church, Mr. Cowan acknowledged that additional outreach should have occurred prior to the public hearing and apologized for not contacting church leadership earlier in the process. He stated that CSL intends to continue working with surrounding property owners to address concerns and maintain positive relationships if the project moves forward.

Commissioner Comments

Commissioner Nesbitt asked whether the Planned Unit Development would require a berm and fence around the development. Staff confirmed that a fence is shown on the PUD plan. Commissioner Nesbitt expressed concerns about the layout of the proposed development, stating he believed a single building may be more compatible with the surrounding neighborhood than multiple small homes. He concluded by stating he would not support the request.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 4, No 2, Abstained 1.

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6. **Case 26-810-02 – Preliminary Development Plan - McBee Acres –** A request to approve a Preliminary Development Plan for McBee Acres generally located north of US 24 Hwy and west of Salem Drive.

Staff Presentation

Brian Harker presented the case, noting that his presentation would cover both the Preliminary Development Plan and Final Plat requests. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Commissioner Nesbitt asked whether there had previously been discussion about restricting parking on one side of the street due to concerns regarding street width and access for fire trucks, trash collection, and other vehicles. Mr. Arroyo responded that the traffic engineer was to evaluate whether parking restrictions would be necessary and noted that additional parking areas had been incorporated into the development to help mitigate on-street parking concerns.

Mr. Arroyo explained that the development infrastructure has already been constructed and that the request was primarily to update the Planned Unit Development (PUD) plan due to its expiration and to modify the lot configuration by establishing building envelopes. Staff noted that the previous PUD plan generally showed two large lots, while the revised plan creates multiple building envelopes within those larger tracts for financing and development purposes.

Applicant Comments

Jack Murphy, 3215 N. Juanita Drive, Buckner, Missouri, explained that the building envelopes are not separate lots but designate the areas where buildings will be constructed. He stated that creating the envelopes allows individual structures to be financed and permitted separately, rather than requiring financing for the entire development at one time. Mr. Murphy indicated that the land between the building envelopes would remain under common ownership and be maintained by the homeowners association (HOA).

In response to questions from the Commission, Mr. Murphy stated that the development is intended to remain a rental community and that the developer plans to retain ownership of the buildings. He explained that the HOA would be responsible for maintaining common areas, including green space, walking trails, benches, and detention facilities. Mr. Murphy further noted that establishing the HOA provides a mechanism for maintaining the property and addressing ownership responsibilities should portions of the development ever be sold in the future.

Mr. Arroyo clarified that the HOA would be necessary regardless of whether the units were owner-occupied or leased, as all units would contribute toward the maintenance of common areas and amenities within the development.

Public Comments

No public comments

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

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7. **Case 26-320-03 – Final Plat – McBee Acres –** A request to approve a final plat generally located north of US 24 Hwy and west of Salem Drive.

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

ROUNDTABLE - NEXT MEETING JUNE 23, 2026

ADJOURNMENT

The meeting was adjourned at 9:56 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-067 **1R** An ordinance approving a Preliminary Development Plan for the property located north of US 24 Highway and west of Salem Drive in District R-30/PUD (High Density Residential/Planned Unit Development) in Independence, Missouri. **1R** **Read**

Recommendations:

Commissioner Nesbitt made a motion to recommend **APPROVAL** of this Preliminary Development Plan, for property located at north of US 24 Highway and Salem Drive, with the following conditions:

1. Staff recommends **APPROVAL** of the Preliminary Development Plan with the following conditions:
2. The front setback of the buildings shall utilize varying setbacks of 20 feet, 25 feet and 30 feet with a maximum of three buildings in a row using the same setback.
3. Label the numbered building envelopes as Lots in the graphics.
4. Exterior Lots 1, 3-6, 8–12, 14, 16-20, 22 and 24 and Interior Lots 2, 4, 5, 7,8, 10, 12 and 13 will have 4-foot wide side yards and 11.6-foot rear yards; and Exterior Lots 2, 5, 7, 13, 15, 21, 23 and 25 and Interior Lots 1, 3, 6, 9, 11 and 14 will have 3.9-foot wide side yards and a standard 20-foot rear yard.
5. The minimum distance between buildings shall be at least 12 feet.
6. In addition to the walking trail on the south part of the site, provide another project amenity, such as benches.
7. The applicant must work with the City and Jackson County to ensure that the existing stormwater management system, including detention basins, meets both entities' requirements.
8. Lot-1 will be renamed Tract A and Lot-2 will be renamed Tract B.
9. The southeastern side of the loop from the intersection to the half cul-de-sac will be named E. 16th Terrace N. and the other portion of the loop will be E. Lynchburg Place.
10. The addresses will be assigned during the final platting and development stages.
11. A copy of the Covenants, Conditions, & Restrictions (CC&Rs) shall be recorded with the Final Plat. Update Covenants & Restrictions to include the maintenance of each lot, unless it is expected that each occupant will maintain their lot envelope.
12. Detention Easement Language shall say, "Drainage easements will be owned and maintained by the Owners of Tract A and Tract B."

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

Commissioner Nesbitt – Yes

Commissioner Ashbaugh – No

Commissioner Wiley – No

Commissioner O'Neil – Yes

Commissioner Ferguson – Yes

Commissioner Young – Yes

Commissioner Torres - Yes

The motion passed 5-2 and so this application is forwarded to the City Council for its consideration. Staff concurs with the recommendation of the Planning Commission.

Background:

Project Description:

McBee Construction seeks approval of a Preliminary Development Plan for the property located southwest of N. Salem Drive, east of N. Bay Avenue, north of E. US Highway 24.

Current Zoning:	R-12/PUD (Two-Family Residential/Planned Unit Development)	**Existing Use:**	Undeveloped
Acreage:	11.43 acres +/-	**Proposed Use:**	Two-Family dwellings

Background & History:

The PUD plan has been revised from the originally approved two-lot development to a plan establishing individual lot envelopes for each of the 39 duplex buildings.

The site was annexed into the City in 2015 with the expectation that a grocery store and ancillary small-scale retail uses would be developed; however, that concept did not materialize, and the property has remained undeveloped. McBee now proposes construction of a looped public street with access from Salem Drive, serving 39 duplex buildings containing a total of 78 dwelling units.

The subdivision will be accessed by a looped public street connection to Salem Drive. Two stormwater detention basins are proposed: one centrally located on Lot 2 and another in the northwest corner of Lot 1. A walking trail is proposed to extend south from the new public street toward the Old Lexington Road right-of-way, then curve north to reconnect with the

street. A subdivision identification sign is proposed at the northwest corner of Salem Drive and the loop street. Staff recommends that an additional project amenity be incorporated to further enhance the development's open space.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

This plan could contribute to the Strategic Plan by building new housing units to fill a market need.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

One of the Comprehensive Plan Guiding Principles is to "Protect and enhance the viability, livability and affordability of the City's residential neighborhoods while integrating multi-family development throughout the community."

In addition, the City-Wide Housing Study outlined five complementary strategies to meet the broad range of housing needs in Independence. One of these strategies is to be proactive about new development. New development is critical to accommodating future growth for Independence. Whether it is having new and diverse housing stock to meet the needs of changing demographics of the City's current population or having the right stock and amenities to attract new residents from around the region and beyond, it is important for the City to encourage a diversity of market-supported development in specific locations throughout the City.

Historic and Archeological Sites:

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

Utilities:

Both water and sanitary services are in the general area and will be extended to serve this site.

Stormwater:

Two stormwater detention basins are being created: one central to the site on Tract B; the other in its northwest corner on Tract A. Detention Easement Language shall say, "drainage easements will be owned and maintained by the Owners of Tract A and Tract B."

Elevations:

The applicant's application indicates two styles of duplexes. The two-story model will have vinyl siding on all four sides, but some stone façade treatment on the front around and above the garage doors. Each unit will have one garage and a single-car driveway. The one-story ranch-style design would also have four-sided vinyl siding; however, it would have a wainscot made of a stone façade material. It will have a one-car garage and driveway as well. Asphalt composite shingles in a dark color will be used on the roofs. All buildings will be rental units

owned and maintained by the developer. Expected monthly rental will be approximately $1,400, not including utilities.

Driveways, Guest Parking and Sidewalks:

Each duplex unit will have one garage and a driveway creating two parking spaces per unit. Off-street guest parking spaces will be provided by two parking lots located northwest and southwest of the loop. Sidewalks will be located on both sides of the looping right-of-way. The county will require a sidewalk segment installed along N. Salem Drive.

Access:

Access to the development will be west off of Salem Drive via a looping street that turns back on itself, Lynchburg Place and 16th Terrace N.

Amenities:

A walking trail is shown looping south from the new loop street to the right-of-way of Old Lexington Road before turning north then reconnecting to the street. Further, a second amenity like benches should be provided.

Landscaping Plan:

The Landscaping Plan indicates 63 street trees placed along the looped street to the residence side of the sidewalks. At least one tree will be planted for every 50 feet of frontage.

Covenants (CC&R's):

A copy of the CC&R's will be recorded with the Final Plat. Update Covenants & Restrictions to include the maintenance of each lot, unless they're expecting each occupant to maintain their lot envelope.

CIP Investments:

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

REVIEW CRITERIA

Recommendations and decisions for proposed planned unit development rezoning and its accompanying Preliminary Development Plan must be based on consideration of the criteria listed in Section 14-703-05-H**:**

1. **The consistency with the Comprehensive Plan.**

   Comprehensive Plan reflects this land use and will "Protect and enhance the viability, livability and affordability of the City's residential neighborhoods while integrating multi-family development throughout the community."

2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**

Section 14-902 is intended to allow design flexibility that results in greater public benefit than would be achieved using conventional zoning regulations; this project is in conformance with that standard.

3. **The nature and extent of Common Open Space in the PUD.**

The project's open space is primarily contained within the two planned detention basins with an area of over nine acres.

4. **The reliability of the proposals for maintenance and conservation of Common Open Space.** *McBee states that it will construct, manage, and maintain the property; it has no intent to sell any units or buildings.*
5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.**

The two detention basins, containing over nine acres, is being provided by the project. Staff is recommending that an additional amenity feature be added, something to enhance the open space areas.

6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.**

This proposed project is not expected to adversely affect the street network in the vicinity of the project. Jackson County will require a construction permit for the project's connection with N. Salem Drive and has been involved early on with the project.

7. **The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.**

In some regards, this project can be considered a self-contained development with limited impacts on adjacent development. To the south/southeast are two gas/convenience stores, with the residential properties to the north and west backing up to this site. Only one street connection is planned, it will be directly across Salem Drive from an existing street. Two detention basins manage stormwater; utilities will be extended to serve the site and have adequate capacity.

8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.** *Mitigation efforts have been planned by the developer to reduce impacts to the area. This will be managed by limiting access to a single connection, providing adequate stormwater management, and extending the existing public utilities throughout the site.*

9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**

Due to the project's design and all the buildings being on two parcels, it is not possible to develop the project through any means other than through the Planned Unit Development (PUD) process.

10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**

This project will be constructed in a single phase and the entire development is proposed to be under one ownership.

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 26-810-02
2. Staff Report
3. Application_Redacted
4. Cover Letter_Redacted

5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Final Development Plan
10. Final Landscape Plan
11. Ord. No. 19364 Lexington Road Vacation
12. McBee Acres Restrictions
13. Ranch Plan
14. Two story Plan
15. Comprehensive Plan
16. Zoning Map
17. Planning Commission Meeting Minutes 06.09.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED NORTH OF US 24 HIGHWAY AND WEST OF SALEM DRIVE IN DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) IN INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by McBee Construction, requesting approval of a Preliminary Development Plan in District R-30/PUD (High Density Residential/Planned Unit Development) for property located north of US 24 Highway and west of Salem Drive was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a preliminary development plan following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held public hearings for the consideration of the request on June 9, 2026, and rendered a report to the City Council with its vote to recommend approval of this application passed by a vote of 5-2; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the Preliminary Development Plan was consistent with the review criteria in Section 14-703-05; and,

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

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the Preliminary Development Plan of the said property.

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

SECTION 1. That a Preliminary Development Plan is hereby approved in District R-30/PUD (High Density Residential/Planned Unit Development) on the following legally described tracts of real estate:

SEC--20 TWP-50 RNG-31---PT SE 1/4 DAF: BEG AT TH SE COR LOT 169 ELM GROVE 6TH PLAT TH N 02 DEG 24 MIN 00 SEC E 128.58' TH N 08 DEG 48 MIN 07 SEC W 164.36' TH N 06 DEG 49 MIN 21 SEC E 153.73' TH N 16 DEG 34 MIN 44 SEC E 81.95' TH N 02 DEG 24 MIN 00 SEC E 131.34' TH SELY 50.11' TH NELY 247.75' TH NELY 140' MOL TH SWLY

795' MOL TH TH N LI OF LEXINGTON RD TH WLY 210.61' MOL TO POB

SEC-20 TWP-50 RNG-31---PT OF SE 1/4 DAF: BEG 1088' S & 985' E OF NW COR SE 1/4 TH NELY 430' TH NELY 225' TH NW 150.08' TH NELY 185.77' TO WLY ROW LI SALEM DR TH NWLY ALG SD ROW 464.32' TH SWLY 128' TH SWLY 798' TO POB

A ROAD RIGHT OF WAY OF OLD LEXINGTON ROAD FROM THE EAST RIGHT OF WAY LINE OF N. BAY AVENUE TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY ROUTE NO. 24, IN THE SOUTHEAST QUARTER, SECTION 20, TOWNSHIP 50, RANGE 31, CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER LOT 1, QUICK TRIP STORE NO. 201, A SUBDIVISION OF RECORD; THENCE N 1°07'39"W FOR 78.54 FEET TO A POINT OF CURVE IN THE EAST RIGHT OF WAY OF N. BAY AVENUE; THENCE SOUTHEASTERLY ALONG ON A CURVE TO THE LEFT, RADIUS 15.00 FEET, CHORD BEARING S 39°46'32"E, FOR 22.09 FEET TO THE NORTH RIGHT OF WAY LINE OF OLD LEXINGTON ROAD; THENCE S 81°56'42"E ALONG THE SOUTH LINE OF LOT 169, ELM GROVE – 6TH PLAT AND THE NORTH RIGHT OF WAY LINE OF OLD LEXINGTON ROAD FOR 107.00 FEET TO THE SOUTHEAST CORNER OF LOT 169; THENCE S 2°22'58"W FOR 2.95 FEET; THENCE S 81°56'42"E ALONG SAID NORTH RIGHT OF WAY LINE FOR 178.49 FEET; THENCE N 78°39'31"E ALONG SAID NORTH RIGHT OF WAY LINE 459.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY ROUTE NO. 24; THENCE S 51°53'36"W ALONG SAID WESTERLY LINE FOR 109.78 FEET; THENCE S 37°51'27"W ALONG SAID WESTERLY LINE FOR 17.69 FEET; THENCE S 78°39'31"W ALONG THE SOUTH LINE OF OLD LEXINGTON ROAD FOR 358.01 FEET; THENCE N 81°56'42"W FOR 298.60 FEET TO THE POINT OF BEGINNING.

SECTION 2. That the following conditions apply:

1. The front setback of the buildings shall utilize varying setbacks of 20 feet, 25 feet and 30 feet with a maximum of three building in a row using the same setback.
2. Label the numbered building envelopes as Lots in the graphics.
3. Exterior Lots 1, 3-6, 8-12 14, 16-20, 22 and 24 and Interior Lots 2, 4, 5, 7,8, 10, 12 and 13 will 4 foot wide side yards and 11.6 foot rear yards; and Exterior Lots 2, 5, 7, 13, 15, 21, 23 and 25 and Interior Lots 1, 3, 6, 9, 11 and 14 will have 3.9 foot wide side yards and a standard 20 foot rear yard.
4. The minimum distance between buildings shall be at least 12 feet.
5. In addition to the walking trail on the south part of the site, provide another project amenity, such as benches.
6. The applicant must work with the City and Jackson County to ensure that the existing stormwater management system, including detention basins, meet both entities' requirements.
7. Lot-1 will be renamed Tract A and Lot-2 will be renamed Tract B.
8. The southeastern side of the loop from the intersection to the half cul-de-sac will be named E. 16th Terrace N. and the other portion of the loop will be E. Lynchburg Place.
9. The addresses will be assigned during the final platting and development stages.

10. A copy of the CC&Rs shall be recorded with the Final Plat. Update Covenants & Restrictions to include the maintenance of each lot, unless it is expected that each occupant will maintain their lot envelope.
11. Detention Easement Language shall say, "drainage easements will be owned and maintained by the Owners of Tract A and Tract B."

SECTION 3. That the development shall be in accordance with the attached Preliminary Development Plan and building elevations as described in the staff report.

SECTION 4. Nonseverability. All provisions of this ordinance are so essentially, and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that are not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before the City Council.

SECTION 6. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: June 9, 2026 **STAFF:** Brian L. Harker, Planner

PROJECT NAME: McBee Planned Unit Development

CASE NUMBER/REQUEST: **Case 26-810-02 – Preliminary Development Plan - McBee Acres –** A request to approve a Preliminary Development Plan for McBee Acres generally located north of US 24 Hwy and west of Salem Drive.

APPLICANT: McBee Construction- Jack Murphy

OWNER: Ground Up Development, LLC- Jesse McBee

PROPERTY LOCATION: Southwest of N. Salem Drive, east of N. Bay Avenue and north of E. US Highway 24

SURROUNDING ZONING/LAND USE:

N/W/E: Single and multi-family zoning in Jackson County…single and two family dwellings
SOUTH: C-2 (General Commercial)…Quik Trip convenience store

PUBLIC NOTICE:

- Letter to adjoining property owners – May 19, 2026
- Public Notice published in The Independence Examiner – May 23, 2026
- Signs posted on property – May 21, 2026

FURTHER ACTION:
Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on July 6, 2026 and the public hearing/second reading on July 20, 2026.

RECOMMENDATION

1. Staff recommends **APPROVAL** of the Preliminary Development Plan with the following conditions:
2. The front setback of the buildings shall utilize varying setbacks of 20 feet, 25 feet and 30 feet with a maximum of three building in a row using the same setback.
3. Label the numbered building envelopes as Lots in the graphics.
4. Exterior Lots 1, 3-6, 8-12 14, 16-20, 22 and 24 and Interior Lots 2, 4, 5, 7,8, 10, 12 and 13 will 4 foot wide side yards and 11.6 foot rear yards; and Exterior Lots 2, 5, 7, 13, 15, 21, 23 and 25 and Interior Lots 1, 3, 6, 9, 11 and 14 will have 3.9 foot wide side yards and a standard 20 foot rear yard.
5. The minimum distance between buildings shall be at least 12 feet.
6. In addition to the walking trail on the south part of the site, provide another project amenity, such as benches.
7. The applicant must work with the City and Jackson County to ensure that the existing stormwater management system, including detention basins, meet both entities' requirements.

8. Lot-1 will be renamed Tract A and Lot-2 will be renamed Tract B.
9. The southeastern side of the loop from the intersection to the half cul-de-sac will be named E. 16th Terrace N. and the other portion of the loop will be E. Lynchburg Place.
10. The addresses will be assigned during the final platting and development stages.
11. A copy of the CC&Rs shall be recorded with the Final Plat. Update Covenants & Restrictions to include the maintenance of each lot, unless it is expected that each occupant will maintain their lot envelope.
12. Detention Easement Language shall say, "drainage easements will be owned and maintained by the Owners of Tract A and Tract B."

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:
McBee Construction seeks approval of a Preliminary Development Plan for the property located southwest of N. Salem Drive, east of N.Bay Avenue, north of E. US Highway 24.

Current Zoning:	R-12/PUD (Two-Family Residential/Planned Unit Development)	**Existing Use:**	Undeveloped
Acreage:	11.43 acres +/-	**Proposed Use:**	Two-Family dwellings

BACKGROUND & HISTORY:
The PUD plan has been revised from the originally approved two-lot development to a plan establishing individual lot envelopes for each of the 39 duplex buildings.

The site was annexed into the City in 2015 with the expectation that a grocery store and ancillary small-scale retail uses would be developed; however, that concept did not materialize, and the property has remained undeveloped. McBee now proposes construction of a looped public street with access from Salem Drive, serving 39 duplex buildings containing a total of 78 dwelling units.

The subdivision will be accessed by a looped public street connection to Salem Drive. Two stormwater detention basins are proposed: one centrally located on Lot 2 and another in the northwest corner of Lot 1. A walking trail is proposed to extend south from the new public street toward the Old Lexington Road right-of-way, then curve north to reconnect with the street. A subdivision identification sign is proposed at the northwest corner of Salem Drive and the loop street. Staff recommends that an additional project amenity be incorporated to further enhance the development's open space.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:
This plan could contribute to the Strategic Plan by building new housing units to fill a market need.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:
One of the Comprehensive Plan Guiding Principles is to "Protect and enhance the viability, livability and affordability of the City's residential neighborhoods while integrating multi-family development throughout the community."

In addition, the City-Wide Housing Study outlined five complementary strategies to meet the broad range of housing needs in Independence. One of these strategies is to be proactive about new development. New development is critical to accommodating future growth for Independence. Whether it is having new and diverse housing stock to meet the needs of changing demographics of the City's current population or having the right stock and amenities to attract new residents from around the region and beyond, it is important for the City to encourage a diversity of market-supported development in specific locations throughout the City.

Historic and Archeological Sites:
There are no apparent historic/archeological issues with this property.

Utilities:
Both water and sanitary services are in the general area and will be extended to serve this site.

Stormwater:
Two stormwater detention basins are being created: one central to the site on Tract B; the other in its northwest corner on Tract A. Detention Easement Language shall say, "drainage easements will be owned and maintained by the Owners of Tract A and Tract B."

Elevations:
The applicant's application indicates two styles of duplexes. The two-story model will have vinyl siding on all four sides, but some stone façade treatment on the front around and above the garage doors. Each unit will have one garage and a single-car driveway. The one-story ranch-style design would also have four-sided vinyl siding; however, it would have a wainscot made of a stone façade material. It will have a one-car garage and driveway as well. Asphalt composite shingles in a dark color will be used on the roofs. All buildings will be rental units owned and maintained by the developer. Expected monthly rental will be approximately $1,400, not including utilities.

Driveways, Guest Parking and Sidewalks:
Each duplex unit will have one garage and a driveway creating two parking spaces per unit. Off-street guest parking spaces will be provided by two parking lots located northwest and southwest of the loop. Side walks will be located on both sides of the looping right-of-way. The county will require a sidewalk segment installed along N. Salem Drive.

Access:
Access to the development will be west off of Salem Drive via a looping street that turns back on itself, Lynchburg Place and 16th Terrace N.

Amenities:
A walking trail is shown looping south from the new loop street to the right-of-way of Old Lexington Road before turning north then reconnecting to the street. Further, a second amenity like benches should be provided.

Landscaping Plan:
The Landscaping Plan indicates 63 street trees placed along the looped street to the residence side of the sidewalks. At least one tree will be planted for every 50 feet of frontage.

Covenants (CC&R's):
A copy of the CC&R's will be recorded with the Final Plat. Update Covenants & Restrictions to include the maintenance of each lot, unless they're expecting each occupant to maintain their lot envelope.

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

REVIEW CRITERIA

Recommendations and decisions for a Preliminary Development Plan must be based on consideration of the criteria listed in Section 14-703-05-H**:**

1. **The consistency with the Comprehensive Plan.**
   Comprehensive Plan reflects this land use and will "Protect and enhance the viability, livability and affordability of the City's residential neighborhoods while integrating multi-family development throughout the community."
2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**
   Section 14-902 is intended to allow design flexibility that results in greater public benefit than would be achieved using conventional zoning regulations; this project is in conformance with that standard.
3. **The nature and extent of Common Open Space in the PUD.**
   The project's open space is primarily contained within the two planned detention basins with an area of over nine acres.
4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**
   McBee states that it will construct, manage, and maintain the property; it has no intent to sell any units or buildings.
5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.**

   The two detention basins, containing over nine acres, is being provided by the project. Staff is recommending that an additional amenity feature be added, something to enhance the open space areas.
6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.**

This proposed project is not expected to adversely affect the street network in the vicinity of the project. Jackson County will require a construction permit for the project's connection with N. Salem Drive and has been involved early on with the project.

7. **The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.**
In some regards, this project can be considered a self-contained development with limited impacts on adjacent development. To the south/southeast are two gas/convenience stores, with the residential properties to the north and west backing up to this site. Only one street connection is planned, it will be directly across Salem Drive from an existing street. Two detention basins manage stormwater; utilities will be extended to serve the site and have adequate capacity.

8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.**
Mitigation efforts have been planned by the developer to reduce impacts to the area. This will be managed by limiting access to a single connection, providing adequate stormwater management, and extending the existing public utilities throughout the site.

9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**

Due to the project's design and all the buildings being on two parcels, it is not possible to develop the project through any means other than through the Planned Unit Development (PUD) process.

10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**
This project will be constructed in a single phase and the entire development is proposed to be under one ownership.

EXHIBITS

1. Application
2. Cover Letter
3. Notification Letter
4. Addresses
5. Notification Map
6. Affidavit
7. Preliminary Development Plan
8. Landscaping Plan
9. Lexington Road Vacation
10. Restrictions
11. Ranch Plan
12. Two Story Plan
13. Comp Plan Map
14. Zoning map

INDEPENDENCE
· MISSOURI ·

Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

Application Type (check all that apply)

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

Project Information and Location

McBee Acres
Project Name

16-240-23-18-00-0-00-000 & 16-240-23-20-00-0-00-000 1707 N Salem Drive, Independence MO
Project Address/Location

1707 N Salem Drive	11.43 Acres	2 Tracts	
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
C2	R12PUD	Vacant	Subdivision of 39 Duplexes
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

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

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

Contact Information

Applicant

Jack Murphy	McBee Construction
Name	Company
[redacted]	
Address	
[redacted]	
Phone	Email

Owner

Jesse McBee	Ground Up Development LL
Name	Company
[redacted]	
Address	
[redacted]	
Phone	Email

Architect/Engineer/Surveyor/Other: Civil Engineer

Robert Walquist	Quist Engineering, INC
Name	Company
[redacted]	
Address	
[redacted]	
Phone	Email

Architect/Engineer/Surveyor/Other: Surveyor

Thomas Clemons	Area Suveyors
Name	Company
[redacted]	
Address	
[redacted]	[redacted]
Phone	Email

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

Joseph Murphy 3-18-2026
Applicant's Signature Date

Owner's Signature 3/18/26
Date

May 2022

[redacted]
Ground Up Development LLC
895 Industrial Pkwy
Gallatin, MO 64640

ATTN: City of Independence Planning & Zoning Department
111 E Maple Ave., Independence, MO 64050

March 18, 2026

Dear Recipient,

Ground Up Development, LLC hereby submits the Preliminary Development Plan for 'McBee Acres' located on 11.43 total acres near the intersection of US 24 HWY and main entrance from North Salem Drive, proposing a subdivision consisting of 39 duplexes, or 78 total family dwellings. The development will include single-slab, up to three-bedroom duplexes, with an attached garage for each family, including amenities provided such as on-call maintenance and a walking trail. This future development will be constructed and then managed by the current developer, who plans to make each unit available to lease to the general public.

The two lots making up the 11.43-acre area are currently zoned for commercial use which must be rezoned as 'R12PUD' per the city's planning department, for a future residential subdivision of this caliber. We feel that changing the zoning to residential use is a more appropriate use of the land due to the city's continued need for housing based on the latest published housing survey. The land in question is near the very Northeast edge of Independence, where there is already a great deal of commercial businesses. Currently there are two gas stations neighboring the property within walking distance along 24 HWY; as well as a grocery store, pharmacy, and bus stop within a few miles West of this location for easy access to the future residents.

Neighboring to the North, and on both sides are existing single and multi-family residential homes. With this, we believe that changing the zoning is justified to meet the needs of the city's current housing imbalance as well as serve the practical needs of individual families within the community.

Thank you for your time and consideration of the attached Preliminary Development Plan. Ground Up Development LLC is committed to producing a subdivision which values the needs of its families and surrounding businesses. The future development is consistent with the goals, policies, and standards of the City of Independence, in addition to the public health safety, the environment, and general welfare of the public. Please direct any further questions or concerns to the contact information provided below.

Thank you,

Jack Murphy

[redacted]

Property Owner Notification Letter

City of Independence, Missouri

Date: 5/18/2026 Case No. 26-810-02

Dear Property Owner:
This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

☐ Rezoning ☐ Rezoning/PUD ☐ Special Use Permit

☒ Preliminary Development Plan

Proposed project description: Change from Lot 1 & 2 to each Duplex having its own Lot

Applicant: Ground Up Development

Location of Property: 19004 E Lexington Rd and 1801 N Salem Dr.

Planning Commission Meeting Date: June 9, 2026, at 6:00 p.m.

City Council Meeting Date: July 20, 2026, at 6:00 p.m.

Location of public hearings: Independence Municipal Commons
20201 E. Jackson Drive, Independence, Missouri, 64057

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Jack Murphy
Applicant (or Owner/Agent)

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

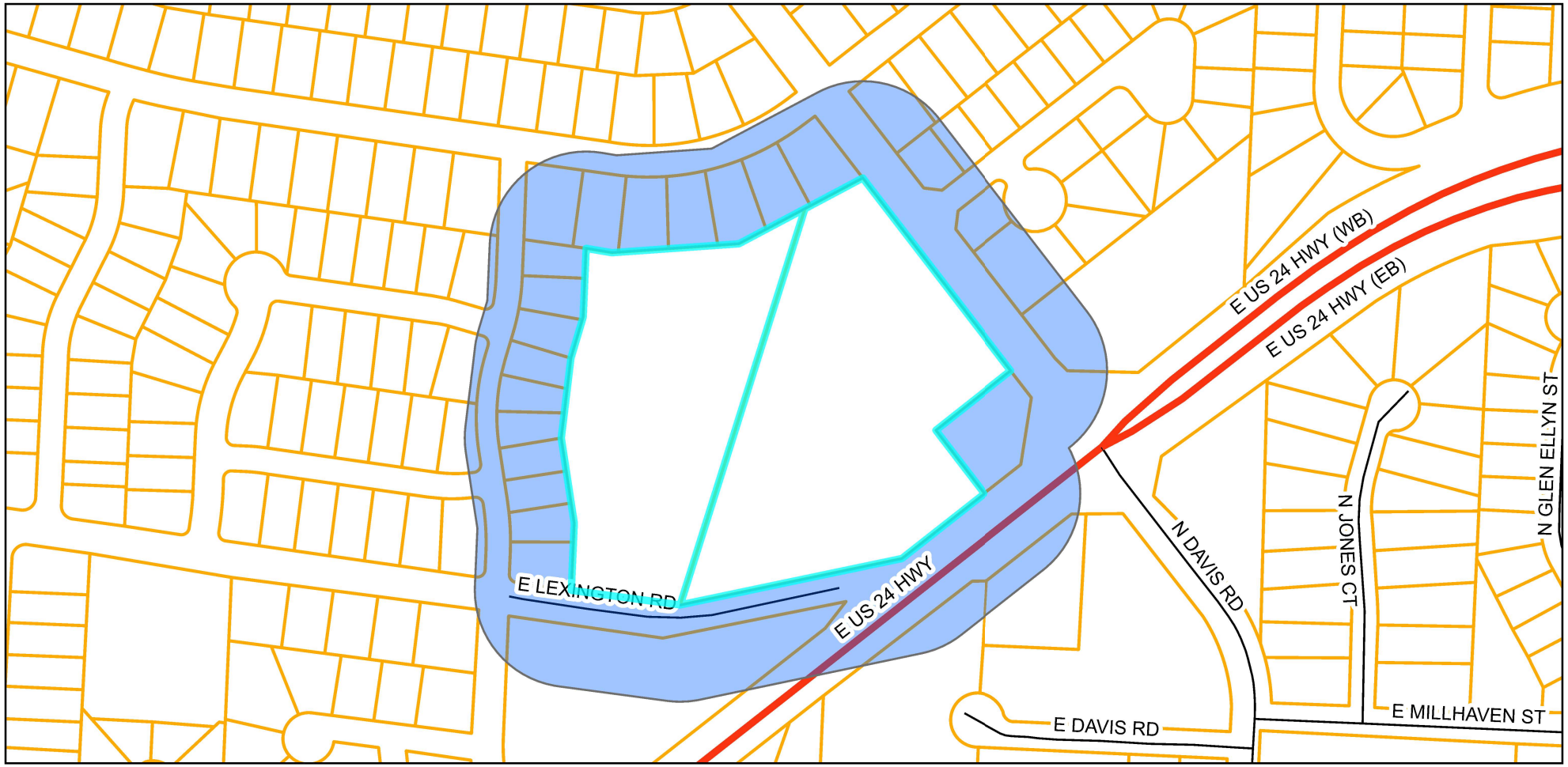
Parcel ID	Property Address	Property Owner	Owner Address	City	State	ZIP Code
16-240-23-17-00-0-00-000	1601 N BAY AVE	STOCKSTILL ZACHARIAH Q & ASHLEY N	1601 BAY AVE	INDEPENDENCE	MO	64058
16-240-23-16-00-0-00-000	1603 N BAY AVE	SCHAPELER EDWIN LEWIS & JENIFER M	1603 N BAY AVE	INDEPENDENCE	MO	64058
16-240-23-15-00-0-00-000	1605 N BAY AVE	HUNT BRANDON A	1605 BAY AVE	INDEPENDENCE	MO	64058
16-240-23-14-00-0-00-000	1607 N BAY AVE	STICHLER AMANDA	1607 N BAY AVE	INDEPENDENCE	MO	64058
16-240-23-13-00-0-00-000	1609 N BAY AVE	HOME SFR BORROWER IV LLC	PO BOX 4090	SCOTTSDALE	AZ	85261
16-240-23-12-00-0-00-000	1701 N BAY AVE	WILERS JEFFREY A	1701 N BAY AVE	UNINCORPORATED	MO	64058
16-240-01-02-02-0-00-000	1701 N SALEM DR	HARMONY HEIGHTS MISSIONARY BAPTIST CHURC	1701 SALEM DR	INDEPENDENCE	MO	64058
16-240-23-11-00-0-00-000	1703 N BAY AVE	FRONEBERGER DONALD K & SUZANNAH	1703 N BAY AVE	INDEPENDENCE	MO	64058
16-240-23-10-00-0-00-000	1705 N BAY AVE	STUFF KELSEY R & LABOUBE COLBY D	1705 BAY AVE	INDEPENDENCE	MO	64058
16-240-23-09-00-0-00-000	1707 N BAY AVE	MARRUFO JAIME	1707 N BAY AVE	INDEPENDENCE	MO	64058
16-240-23-08-00-0-00-000	1709 N BAY AVE	MASON ANTOINETTE T	1709 N BAY AVE	INDEPENDENCE	MO	64058
16-240-01-32-00-0-00-000	1800 E LYNCHBURG CT	LARUE WEBSTER KATHERINE	1800 E LYNCHBURG CT N	INDEPENDENCE	MO	64058
16-240-01-33-00-0-00-000	1804 E LYNCHBURG CT	KILLIAN RACHELLE NICOLE	1804 E LYNCHBURG CT N	INDEPENDENCE	MO	64058
16-240-04-08-00-0-00-000	18907 E 18TH ST	ABOUT HOUSES LLC	18217 E 51ST STREET CT S	INDEPENDENCE	MO	64055
16-240-21-01-00-0-00-000	18911 E LYNCHBURG PL	HOLCOMB GARY D SR	18911 E LYNCHBURG PL N	INDEPENDENCE	MO	64058
16-240-21-13-00-0-00-000	18912 E 16TH STREET TER	ROGERS DAVID & JACKIE	18912 E 16TH TER N	INDEPENDENCE	MO	64058
16-240-04-34-00-0-00-000	18912 E LYNCHBURG PL	LEWIS JORDAN A & ALYSSA D	18912 E LYNCHBURG PL N	INDEPENDENCE	MO	64058
16-240-22-01-00-0-00-000	18913 E 16TH STREET TER	JONES MICHAEL H JR & ASHLEY D	18913 E 16TH TERRACE N	INDEPENDENCE	MO	64058
16-240-07-07-00-0-00-000	18917 E LEXINGTON RD	TUDO DANIEL	18917 E LEXINGTON RD	INDEPENDENCE	MO	64058
16-240-23-07-00-0-00-000	19001 E 18TH ST	PICKERING TERRY A & TERRY M	24107 E BLUE MILLS RD	INDEPENDENCE	MO	64058
16-240-23-18-00-0-00-000	19004 E LEXINGTON RD	GROUND UP DEVELOPMENT OF MO LLC	1203 E US 24 HWY	INDEPENDENCE	MO	64050
16-240-23-06-00-0-00-000	19005 E 18TH ST	RICHARDS ALBERT R	19005 E 18TH ST	INDEPENDENCE	MO	64058
16-240-23-05-00-0-00-000	19007 E 18TH ST	MCBEE PROPERTIES LC	1203 E US 24 HWY	INDEPENDENCE	MO	64050
16-240-23-04-00-0-00-000	19009 E 18TH ST	BANKS RICKEY	4508 CRISP AVE	KANSAS CITY	MO	64133
16-240-09-06-00-0-00-000	19010 E US 24 HWY	ARMANEES PROPERTIES # 201 LLC	4705 SOUTH 129TH EAST AVE	TULSA	OK	74134
16-240-23-03-00-0-00-000	19101 E 18TH ST	MCBEE PROPERTIES LC	1203 E US 24 HWY	INDEPENDENCE	MO	64050
16-240-23-02-00-0-00-000	19103 E 18TH ST	EIGHTEEN NORTH HOLDINGS TRUST UTD 01/01/2020	15930 GOLDEN EYE CT	PARKER	CO	80134
16-240-23-01-00-0-00-000	19107 E 18TH ST	EIGHTEEN NORTH HOLDINGS TRUST UTD 01/01/2020	15930 GOLDEN EYE CT	PARKER	CO	80134
16-240-01-14-00-0-00-000	19200 E LYNCHBURG PL	WB SIMS LLC	1823 N LAZY BRANCH RD	INDEPENDENCE	MO	64058-1247
16-240-01-07-00-0-00-000	19201 E 18TH ST	TAULA ETI & SIALETI	19201 E 18TH ST N,	INDEPENDENCE	MO	64058
16-240-01-15-00-0-00-000	19202 E LYNCHBURG PL	SHEPHERD NICHOLAS J & MATTIE E	19202 E LYNCHBURG PL N	INDEPENDENCE	MO	64058
16-240-01-06-00-0-00-000	19205 E 18TH ST	MUSGRAVE JEFFREY LYNN & ALAMEDA F	19205 E 18TH ST N	INDEPENDENCE	MO	64058
16-240-23-19-00-0-00-000	19300 E US 24 64056 HWY	HILTON 7276 LLC	4021 STERLING AVE	KANSAS CITY	MO	64133
16-240-06-11-02-0-00-000	19333 E US 24 HWY	INDEP FORT OSAGE CHURCH OF NAZARENE INC	19333 E US 24 HWY	INDEPENDENCE	MO	64056
16-240-08-01-01-0-00-000	19401 E US 24 HWY	DAVIDSON JENNIFER KELLY	19401 E US 24 HWY	INDEPENDENCE	MO	64056
16-240-23-20-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	GROUND UP DEVELOPMENT OF MO LLC	1203 E US 24 HWY	INDEPENDENCE	MO	64050

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Notification Area Map

McBee Acres

Case #26-810-02



Legend

Notification Area

Parcels

0 250 500 1,000 US Feet

Prepared For: Planning Commission
Meeting Date: June 9, 2026

N

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 26-810-02

I, Jack Murphy, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 19th day of May, 2026.

Jack Murphy

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 18th day of May, 2026.

Margaret A. Begemann

Notary Public

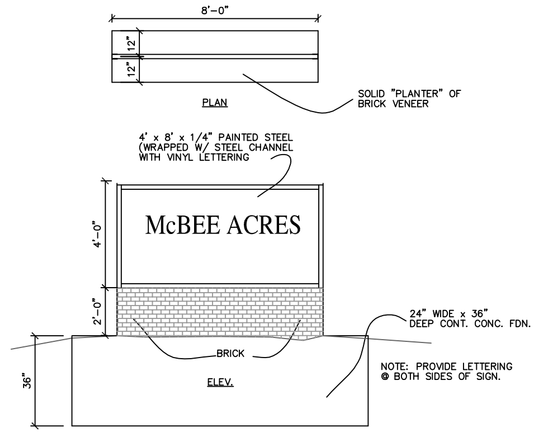
MARGARET A BEGEMANN
NOTARY PUBLIC NOTARY SEAL 24818443
MY COMM. EXPIRES 08-11-2028
LAFAYETTE COUNTY
STATE OF MISSOURI

8-11-28

Commission Expiration Date

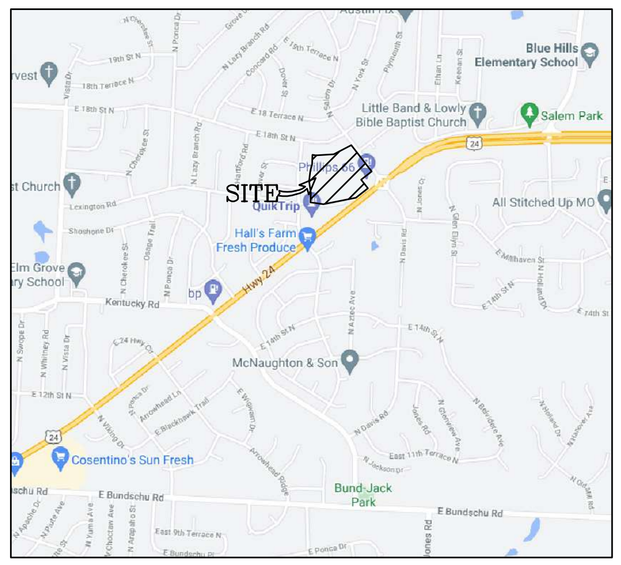
FINAL DEVELOPMENT PLAN FOR McBEE ACRES

INDEPENDENCE, JACKSON COUNTY, MISSOURI

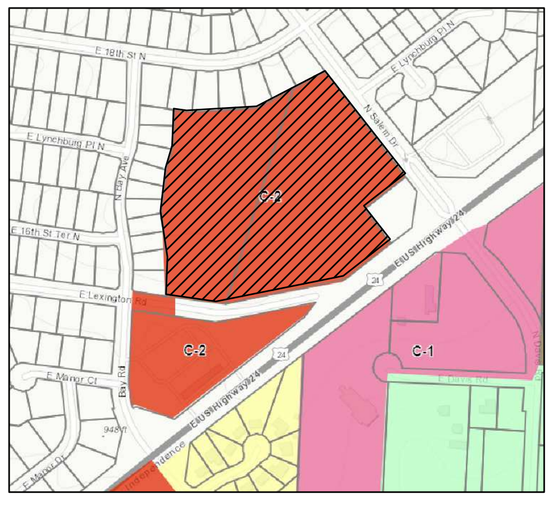


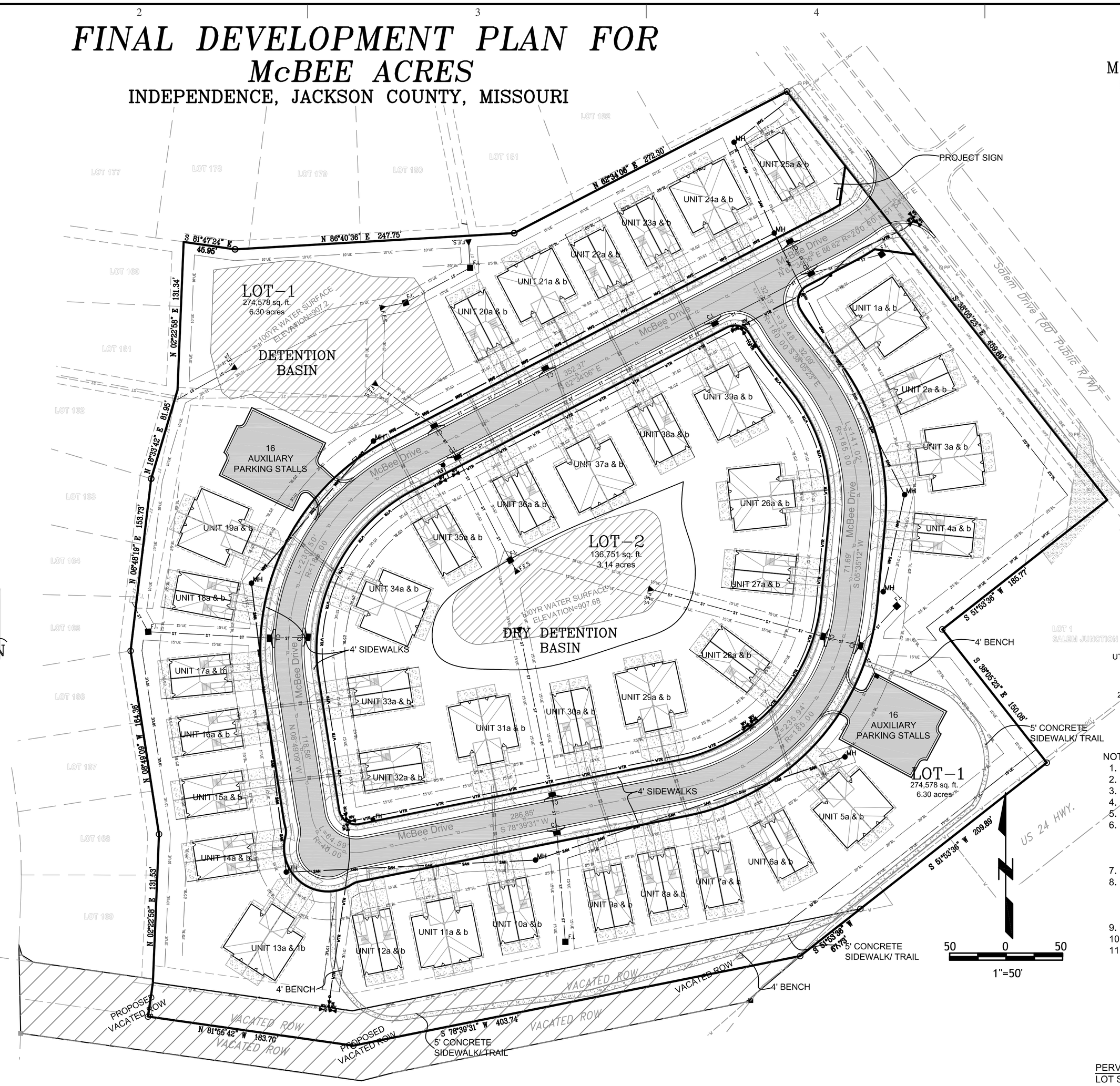
PERMANENT PROJECT SIGN

NTS



LOCATION MAP





DESCRIPTION:
A part of the Southeast Quarter of Section 20, Township 50 North, Range 31 West, Independence, Jackson County, Missouri, described as follows:
Beginning at the Northeast corner of Lot 160, ELM GROVE 6TH PLAT, a subdivision of record; thence S 81°47'24"E, along the South line of SALEM EAST, a subdivision of record, for 45.95 feet; thence N 86°40'36"E along said South line for 247.75 feet; thence N 62°34'06"E along said South line for 272.30 feet to the Southeast corner of Lot 183, SALEM EAST; thence S 38°05'23"E, along the right of way line of Salem Drive (80'r/w), for 459.89 feet to the Northeast corner of Lot 1, CORRECTED PLAT – SALEM JUNCTION, a subdivision of record; thence S 51°53'36"W along said Lot 1 for 185.77 feet; thence S 38°05'23"E along said Lot 1 for 150.08 feet; thence S 51°53'36"W along the Northerly right of way line U.S. Highway Route 24 for 209.89 feet to the Northerly right of way line of Old Lexington Road (61'r/w); thence S 78°39'31"W along said Northerly line for 459.00 feet; thence N 81°56'42"W along said Northerly line for 178.49 feet to the East line of ELM GROVE–6TH PLAT; thence N 2°22'58"E along said East line for 131.53 feet; thence N 8°49'09"W along said East line for 164.36 feet; thence N 6°48'19"E along said East line for 153.73 feet; thence N 16°33'42"E along said East line for 81.95 feet; thence N 2°22'58"E along said East line for 131.34 feet to the Point of Beginning.

DEVELOPER:
McBEE DEVELOPMENT
(407) 982–0524

SYMBOL LEGEND

PROPOSED		EXISTING
MH ●	Manhole	MH○
CI ■	Curb Inlet	CI□
JB ■	Junction Box	JB□
FI ■	Field Inlet	FI□
FES ▲	Flared End Section	FES△
FH	Fire Hydrant	FH
BO	Blow Off	BO
WV ●	Water Valve	WV ●
WM ○	Water Meter	WM
	Straddle	
	Utility Pole	
	Guy Wire	
	Electric Transformer	
	Telephone Pedestal	
	Cable Pedestal	
CO	Clean Out	CO

LINE LEGEND

PROPOSED		EXISTING
ST ST	Storm Line	ST ST
SAN SAN	Sanitary Line	SAN SAN
WTR WTR	Water Line	WTR WTR
25' BL	Building Line	BL BL
	Easement Line	
	4' Sidewalk	
	2' Curb	
840	Contour	840
	Tree Line	
X X	Fence Line	X X
G G	Gas Line	G G
	Overhead Telephone Line	OHT OHT
	Underground Telephone Line	UGT UGT
	Overhead Electrical Line	OHE OHE

UTILITY NOTES:
1. SANITARY SEWER MAIN SHALL BE BUILT TO CITY STANDARDS AND DEDICATED TO THE CITY ALONG WITH A 15' UTILITY EASEMENT.
2. WATER MAIN SHALL BE BUILT TO CITY STANDARDS AND DEDICATED TO THE CITY ALONG WITH A 15' UTILITY EASEMENT.

NOTE:
1. EXISTING ZONING = C-2
2. TOTAL AREA =11.43ac
3. TOTAL LOTS = 3
4. TOTAL UNITS = 78 UNITS
5. UNITS PER ACRE = 6.8 UNITS / ACRE
6. THIS DEVELOPMENT WILL IMPROVE THE EXISTING DETENTION BASIN TO MITIGATE THE INCREASE IN STORM WATER RUNOFF DO TO THE ADDITION OF IMPERVIOUS MATERIAL.
7. ALL ROADS SHALL BE 28' BACK TO BACK W/ 50' ROW.
8. BUILDING SET BACKS
   FRONT YARD = 25'
   REAR YARD = 25'
   CORNER = 15'
9. DEDICATED ROW = 1.99ac
10. PERCENT OF GREEN SPACE = 57 %
11. OFF STREET PARKING
    REQUIRED
    2 PER UNIT
    TOTAL REQUIRED = 156 sTALLS
    PROPOSED
    3 PERUNITS INCLUDING GARAGE
    30 AUXILIARY PARKING STALLS
    TOTAL PROPOSED = 264 STALLS

PERVIOUS VS IMPERVIOUS CALCULATIONS	
LOT SIZE	497,890 SF
IMPERVIOUS SURFACES	
BUILDINGS, PORCHES, DRIVES, PARKING,	156,000SF
STEETS	43,224SF
SIDEWALKS	16,969SF
TOTAL	216,193SF
CALCULATIONS	
-/- =	43% IMPERVIOUS
	57% PERVIOUS (GREEN)

PROJECT CONTACTS: ROBERT WALQUIST, P.E..
821 NE COLUMBUS ST
LEE'S SUMMIT, MISSOURI 64063
Phone: (816) 550-5675

FINAL DEVELOPMENT PLAN

STATE OF MISSOURI
ROBERT A. WALQUIST
NUMBER E-2001018822
REGISTERED PROFESSIONAL ENGINEER
05/25

McBEE ACRES
INDEPENDENCE, JACKSON COUNTY, MISSOURI

Quist Engineering, Inc
Civil Engineering for Residential & Commercial Site Development
821 NE Columbus St.
Lee's Summit, Missouri 64063
Phone: (816) 550-5675
email: rwalquist@quistengineering.com

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1ST ISSUE
1-25-22

REVISIONS
1-31-22
2-8-22
4-15-22
12-29-25

SHEET NO.
C200

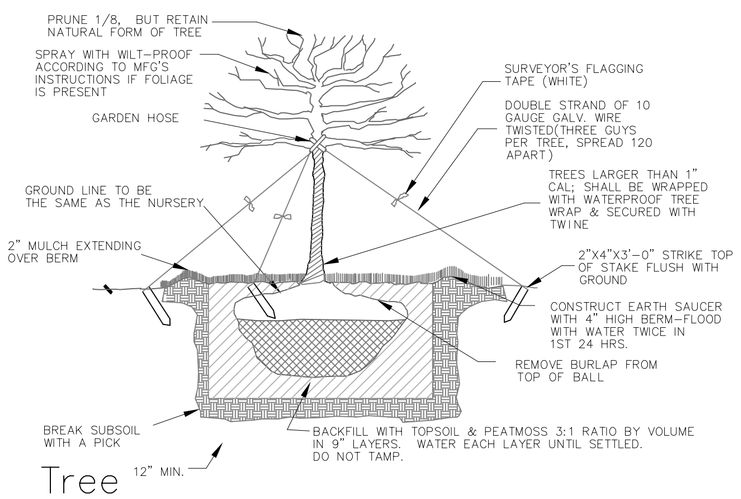
JOB NO.
E21-314

FINAL LANDSCAPING PLAN FOR McBEE ACRES

INDEPENDENCE, JACKSON COUNTY, MISSOURI

DEVELOPER:

McBEE DEVELOPMENT
(407) 982-0524



Tree Planting Detail

NO SCALE

STREET TREES PLANTING SCHEDULE

		COMMON NAME	SCIENTIFIC NAME	CALIPER
S-A	63	STATE STREET MAPLE	ACER MIYABEI	2" CAL.
S-B	0	PACIFIC SUNSET MAPLE	ACER TRUNCATUM 'PACIFICSUNSET'	2" CAL.
S-C	0	AUTUMN BLAZE MAPLE	ACER X 'AUTUMN BLAZE'	2" CAL.

TOTAL PROPOSED =63 TREES

SYMBOL LEGEND

PROPOSED		EXISTING
MH ●	Manhole	MH○
C.I.	Curb Inlet	C.I.
JB ■	Junction Box	JB□
FI ■	Field Inlet	FI□
FES ▲	Flared End Section	FES△
FH	Fire Hydrant	
BO	Blow Off	
WV ●	Water Valve	
WM ○	Water Meter	
	Straddle	
	Utility Pole	
	Guy Wire	
	Electric Transformer	
	Telephone Pedestal	
	Cable Pedestal	
CO	Clean Out	

LINE LEGEND

PROPOSED		EXISTING
ST ST	Storm Line	ST ST
SAN SAN	Sanitary Line	SAN SAN
WTR WTR	Water Line	
25' BL	Building Line	25' BL
	Easement Line	
	4' Sidewalk	
	2' Curb	
840	Contour	840
	Tree Line	
X X	Fence Line	
G G	Gas Line	G G
	Overhead Telephone Line	OHT
	Underground Telephone Line	UGT
	Overhead Electrical Line	OHE

LANSCAPING REQUIRMENTS:
1. STREET TREES
1 TREE PER 50' OR ROAD FRONTAGE
TOTAL FRONTAGE = 1,650 + 1,500 =3,150 l.f.
REQUISRED TREES = 3,150 / 50 = 63 TREES
PROPOSED TREES = 63 TREES

PROJECT CONTACTS: ROBERT WALQUIST, P.E..
821 NE COLUMBUS ST
LEE'S SUMMIT, MISSOURI 64063
Phone: (816) 550-5675

FINAL LANDSCAPING PLAN

STATE OF MISSOURI
ROBERT A. WALQUIST
NUMBER E-2001018822
REGISTERED PROFESSIONAL ENGINEER
12/29/25

McBEE ACRES
INDEPENDENCE, JACKSON COUNTY, MISSOURI

Quist Engineering, Inc
Civil Engineering for Residential & Commercial Site Development
821 NE Columbus St.
Lee's Summit, Missouri 64063
Phone: (816) 550-5675
email: rwalquist@quistengineering.com

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1ST ISSUE
1-25-22

REVISIONS
1-31-22
2-8-22
12-29-25

SHEET NO.
C200

JOB NO.
E21-314

Vacation Ord.
Lexington/Bay/US 24
7/21/22-bb

BILL NO. 22-072

ORDINANCE NO. 19364

AN ORDINANCE VACATING AND CHANGING AN EXISTING RIGHT OF WAY TO A GENERAL UTILITY EASEMENT, ALL THAT PART OF OLD LEXINGTON ROAD FROM THE EAST RIGHT OF WAY LINE OF N BAY AVENUE TO THE WESTERLY RIGHT OF WAY LINE OF U. S. 24 HIGHWAY, IN THE SOUTHEAST QUARTER, SECTION 20, TOWNSHIP 50, RANGE 31, CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS the unconstructed Right-Of-Way was annexed by the City of Independence on 4-18-22 through ordinance #19315 and,

WHEREAS the vacation of Unconstructed Right-Of-Way will support additional development of the property; and,

WHEREAS, the City has received a request for vacation from the property owner.

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

SECTION 1. That the City Council of the City of Independence, Missouri does hereby vacate the Unconstructed Right-Of-Way, in its entirety, and declare that it become a General Utility Easement, in its entirety, described as follows:

DESCRIPTION OF UNCONSTRUCTED RIGHT-OF-WAY TO BE VACATED

A road right of way of Old Lexington Road from the East right of way line of N. Bay Avenue to the Westerly right of way line of U.S. Highway Route No. 24, in the Southeast Quarter, Section 20, Township 50, Range 31, City of Independence, Jackson County, Missouri, described as follows; Beginning at the Northwest corner Lot 1, Quick Trip Store No. 201, a subdivision of record; thence N 1°07'39"W for 78.54 feet to a point of curve in the East right of way of N. Bay Avenue; thence Southeasterly along on a curve to the left, radius 15.00 feet, chord bearing S 39°46'32"E, for 22.09 feet to the North right of way line of Old Lexington Road; thence S 81°56'42"E along the South line of Lot 169, ELM GROVE – 6TH PLAT and the North right of way line of Old Lexington Road for 107.00 feet to the Southeast corner of Lot 169; thence S 2°22'58"W for 2.95 feet; thence S 81°56'42"E along said North right of way line for 178.49 feet; thence N 78°39'31"E along said North right of way line 459.00 feet to the Westerly right of way line of U.S. Highway Route No. 24; thence S 51°53'36"W along said Westerly line for 109.78 feet; thence S 37°51'27"W along said Westerly line for 17.69 feet; thence S 78°39'31"W along the South line of Old Lexington Road for 358.01 feet; thence N 81°56'42"W for 298.60 feet to the Point of Beginning.

SECTION 2. That the Municipal Services Department is directed to file for record, a certified copy of this ordinance in the Office of the Division of Property Records, in and for the County of Jackson, State of Missouri, at Independence.

PASSED THIS 15th DAY OF AUGUST, 2022, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Vacation Ord.
Lexington/Bay/US 24
7/21/22-bb

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

Title of Document:	Declaration of Protective Covenants, Conditions and Restrictions of McBee Acres P.U.D. Subdivision
Date of Document:	January _____, 2026
Declarant:	Ground Up Development of MO, LLC, a Missouri limited liability company
Grantee:	N/A
Mailing Address:	103 Industrial Pkway Gallatin, MO 64640
Legal Description:	See attached **Exhibit A**
Reference Book and Page(s):	_____

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF MCBEE ACRES P.U.D. SUBDIVISION

This DECLARATION, made on this _____ day of January 2026, by GROUND UP DEVELOPMENT OF MO, LLC, a Missouri limited liability company, herein referred to as the "Declarant,"

NOTICE OF INTENT

This Declaration provides for an extensive degree of control by the Declarant, including but not limited to: (i) control of the McBee Acres Homeowners Association, Inc., and supervision over the type and design of Improvements which may be constructed within the Planned Unit Development (PUD) Subdivision and upon the Residential Unit Footprints located therein; (ii) the right to amend this Declaration; and (iii) substantial flexibility in developing the Subdivision. The provisions hereof also contain limitations on the liability of the Declarant, Each Owner, by accepting title to a Residential Unit Footprint, and each Association Member, by accepting such membership, acknowledges, agrees to, and accepts the Declarant's control of the Subdivision and the limited liability of the Declarant as provided for in this Declaration. Such control is an integral part of this Declaration arid the general scheme of development and operation of the Subdivision. Capitalized terms used in this, and the following introductory paragraphs are defined in Article I of this Declaration.

WITNESSETH:

WHEREAS, Declarant is the Owner of certain real estate in the City of Independence, County of Jackson, State of Missouri, which is more particularly described on **Exhibit A**, attached hereto and incorporated herein (“Property”).

WHEREAS, Declarant is developing the Property into a Planned Unit Development of Two Family Residential residences (duplexes), known as MCBEE ACRES, which Subdivision will include thirty-nine (39) duplexes constructed within the areas designated on the Plat of the Subdivision herein as "Residential Unit Footprints." Certain common facilities and related areas are to be held and owned by the Association and set aside for the common use, enjoyment and benefit of all of the Owners; certain areas are to be held and owned by the Association but restricted and delegated to the exclusive use of specific designated Owners, from time to time, of particular Residential Dwellings (referred to herein as "Restricted Common Areas"), green spaces and other features, providing exterior maintenance of buildings and grounds to prevent deterioration as a result of neglect, by a Homeowners' Association, incorporated under Missouri Statutes, which will be controlled by the residents as the project is completed in phases; and

WHEREAS, Declarant desires to place certain protective covenants, conditions restrictions, reservations, liens and charges on the Property described herein, as hereafter set forth, and such other property as may subsequently be subjected hereto by annexation or otherwise, for the use and benefit of Declarant, its grantees, successors, heirs and assigns; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of property values, amenities and opportunities, for the maintenance of the Property and improvements thereon, and such other property as may be subsequently subjected hereto, and to this end desires to subject the real property heretofore described, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the environment, values, and amenities in said Property, to create an agency to which shall be delegated and assigned the powers of owning, maintaining, regulating, controlling and administering the Common Areas, Restricted Common Areas and facilities, and providing for administering the services within the Subdivision to the Owners and their Residential Dwellings located within the Property, and enforcing the covenants and restrictions for collecting and disbursing the Assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS this redevelopment project has been approved by the City of Independence as a District R-12/PUD (Two Family Residential/Planned Unit Development) residential redevelopment project on April 18, 2022 (Ordinance No. 19316) subject to the terms and conditions of the Missouri Statutes, City Ordinances, Building Codes, and the Ordinance pertaining thereto; and

WHEREAS the Declarant has incorporated, under the laws of the State of Missouri the MCBEE ACRES HOMEOWNERS ASSOCIATION, INC., as a non-profit
corporation for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that the Property described above and any property subsequently annexed by separate Declaration hereto, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions, and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I: DEFINITIONS

Section 1. "Annexation Property" means any additional real property which is annexed to the P.U.D. Subdivision, thereby becoming a part thereof and subject to this Declaration, in accordance with the provisions of Article II.

Section 2. "Assessments" shall include and mean the following:

(a) "Regular Assessment" means the amount which is to be paid by each Owner as such Owner's proportionate Share of the Common Expenses incurred by the Association pursuant to the terms hereof.

(b) "Special Assessment" means (1) a charge against a particular Owner directly attributable to such Owner to reimburse the Association for costs incurred in bringing the Owner into compliance with the provisions of this Declaration, the Association Articles or Bylaws, (ii) any other charge designated as a Special Assessment in this Declaration, the Association Articles or Bylaws, and (iii) attorneys' fees and other charges payable by such Owner as a Special Assessment pursuant to the provisions of this Declaration.

Section 3. "Association" shall mean and refer to the MCBEE ACRES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 4. "Association Articles" means the Articles of Incorporation of the Association as same may be amended from time to time.

Section 5."Association Bylaws" means the bylaws of the Association adopted by the Association, as such bylaws maybe amended from time to time. (Association Rules, see Article III, Sec.7)

Section 6. "Common Area" shall mean, refer and include all real property (including the improvements thereto) owned by the Association that is either set aside and intended to serve or service the common use and enjoyment of all of the Members of the Association or that is approved by the Aesthetics Review Board and set aside to serve or service a Residential Dwelling, or Dwellings, as Restricted Common Area.

Section 7. "Common Expenses" means the actual costs incurred by the Association in administering, maintaining, managing, repairing, replacing, insuring and operating the Common Areas, and in fulfilling its obligations and responsibilities with respect to the Restricted Common Areas, and in providing and accomplishing those responsibilities and obligations set forth herein relating to any Owner's Residential Dwelling and in conducting its other business and responsibilities, rights or discretionary authorities, as set forth herein or reasonably necessary and proper to accomplish the purposes for which the Association is formed and exists.

Section 8. "Declarant" shall mean and refer to Ground Up Development of MO, LLC. To the extent that Ground Up Development of MO, LLC, transfers or conveys all of its interest in the Property to another person or entity for the purpose of developing the Property, such party as the successor to the Ground Up Development of MO, LLC, shall be and become the Declarant for all purposes of this Declaration.

Section 9. "Declaration" shall mean the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MCBEE ACRES P.U.D. Subdivision, as evidenced by this document and as properly amended, or modified hereafter.

Section 10. "Improvements" shall mean and include all buildings, outbuildings, driveways, parking areas, fences, screening walls, retaining walls stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, and all other structures or landscaping improvements of every type and kind.

Section 11. "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy environment for optimum plant growth.

Section 12. "Member" shall mean and refer to every person or entity holding membership in the Association.

Section 13. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 14. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a Residential Unit Footprint or other land which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 16. "Owner's Proportionate Share" means a fraction, the numerator of which is the number of Residential Unit Footprints then owned by such Owner within the Property and the denominator of which is the total number of Residential Unit Footprints then within the Property.

Section 17. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and this Declaration as hereinafter provided.

Section 18. "Residential Dwelling" shall mean and refer to a separate Two Family (duplex) residential structure, designed to be constructed upon a Residential Unit Footprint within the Property once it has been constructed within the Property.

Section 19. "Residential Unit Footprint" shall mean and refer to any separate area designated as such by a numerical reference assigned to same and reflected upon any recorded subdivision plat map of the Property set aside for the construction of a Residential Dwelling or on which a Residential Dwelling is constructed.

Section 20. "Restricted Common Area" shall mean and refer to all Common Areas owned by the Association on or over which, with the approval of the Aesthetics Review Board pursuant to Article VII of this Declaration, is located specific improvements or features, including, but not limited to driveways, foundations, plantings, landscaping features and improvements, air conditioning or heating equipment, roof, balcony or deck overhangs which are intended to and do in fact serve or service the needs, welfare and best interests of a single Residential Unit Footprint once a Residential Dwelling is constructed on such Residential Unit Footprint or Footprints.

Section 21. "Subdivision" shall mean and refer to the Property together with any Annexation Property.

Section 22. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded by the Declarant which contains some complementary provisions in relation to the Property or any portion thereof as authorized herein and is reasonably related to the general welfare of the Owners and occupants within the Property or the portion thereof affected by same.

Section 23. "Tract" shall mean any parcel of real property located within the Property and identified by the designation "Tract," followed by an alphabetical designation identifying same on any recorded plat map of the Subdivision.

ARTICLE II: ANNEXATION OF ADDITIONAL PROPERTIES

Section I. So long as Declarant continues to own any Residential Unit Footprint subject to this Declaration, whether originally included herein or as a result of same being included in Annexation Property, if the Declarant, alone or in conjunction with other parties, develops additional lands which it wishes to annex to this Declaration, such additional lands maybe annexed to and included within the Subdivision and made subject to the terms and conditions of this Declaration by the execution of the Declarant of a written annexation instrument and the recording of same in the office of the Director of Records for Jackson County, Missouri, at Independence. Such annexation may include complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary in Declarant's sole discretion to reflect the different character, if any, of the Annexation Property and as not being inconsistent with the scheme of this Declaration. In no event, however, shall such annexation revoke, modify or add to the covenants and restrictions established by this Declaration as having application to the current real estate identified as the Property.

Section 2. Following the conveyance by Declarant of all Residential Unit Footprints subjected now or hereafter to this Declaration, annexation of additional property to be made subject to this Declaration shall require the assent of two thirds (2/3) of all Members' votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members, or of proxies, entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (l/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that the requisite number of votes are not represented, in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 3. Following the valid annexation of additional property to this Declaration and its terms and conditions, such property shall be subject to this Declaration and subject to the functions, powers, and jurisdiction of the Association, and thereafter said Annexation Property shall be part of the subdivision for all intents and purposes of this Declaration and all of the Owners of Residential Unit Footprints in the Annexation Property shall automatically be Owners in accordance with the terms hereof.

No Lot upon which a living unit has been constructed shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of such Lot, nor any easement or other interest therein shall be conveyed or transferred by an Owner.

ARTICLE III: ASSOCIATION

Section 1. Purpose of the Association. The Association has been incorporated as a not-for-profit organization under the laws of the State of Missouri. The Association shall be responsible for all matters as provided in or contemplated by this Declaration, the Association Articles, the Association Bylaw, and Association Rules.

Section 2. Membership in Association.

(a) Subject to the provisions of Section 13 of this Article III, each Owner shall be entitled to only one Association Membership and one vote in the Association for each Residential Unit Footprint owned, so long as he/she is the Owner of such Residential Unit Footprint, arid such Owner shall specify in writing to the Association the name of the individual who will hold the Association Membership. In the absence of such written specification, Assessments shall nevertheless be charged against the Residential Unit Footprint and Owner thereof, but there shall be no right to vote the membership.

(b) Subject to the provisions of the above Section 2(a), once an Association Member has been specified as Owner of a Residential Unit Footprint, a new Association Member may only be specified for that Residential Unit Footprint upon at least 15 days prior notice to the Board of the Association; provided, however, that the foregoing shall not impair the provisions of the following Section 2(c).

(c) Membership in the Association shall not be transferred, pledged, or alienated in any way, except as herein expressly provided. Subject to the provisions of Section 2(a), Association Membership shall automatically be transferred to the new Owner upon the transfer of the Residential Unit Footprint to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a Mortgage or other legal process transferring fee simple title to such Residential Unit Footprint.

Section 3. Assignment of Declarant's Voting Rights. If any lender to whom the Declarant has assigned, or hereafter assigns, as security, all or substantially all of its rights under this Declaration, succeeds to the interests of the Declarant by virtue of said assignment, the absolute voting rights of the Declarant as provided in Section 13 of this Article III shall not be terminated thereby, and such lender shall hold the Declarant's memberships and voting rights on the same terms as they were held by the Declarant pursuant hereto.

Section 4. Board of Directors of the Association.

(a) The affairs of the Association shall be conducted by the Association Board as herein provided and in accordance with the Association Articles and Association Bylaws. Except for

Directors elected by the Declarant as provided for in Section 13 of this Article III, each Director shall be an Association Member or the spouse of an Association Member. If a Director shall cease to meet such qualifications during his term, he will thereupon cease to be a Director and his place on the Association Board shall be deemed vacant.

(b) Except for Directors appointed by the Declarant as provided for in Section 13 of this Article III, the Members shall have the power and right to elect and remove the members of the Association Board as provided in the Association Articles and Association Bylaws.

Section 5. Approval of Members. Unless elsewhere otherwise specifically provided in this Declaration or the Articles or Bylaws or Rules of the Association, any provision which requires the vote or written assent of the members of the Association shall be deemed satisfied by the following:

(a) The vote in person, or by proxy, of the specified percentage of Association Members entitled to vote at a meeting duly called and noticed pursuant to the provisions of the Association Articles or Bylaws, dealing with annual or special meetings of the Members of the Association.

(b) Written consents signed by the specified percentage of Members then entitled to vote as provided in the Bylaws of the Association.

Section 6. Additional Provisions in Articles and Bylaws. The Articles and Bylaws of the Association may contain any provision relating to the conduct of the affairs of the Association and the rights and powers of its directors, officers, employees, agents, and Members not inconsistent with law or this Declaration.

Section 7. Association Rules. In order to be able to address specific matters relating to the administration, operation and development of, or other matters relating to, the Subdivision1 the Association Board shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate under the "Association Rules." The Association Rules may include the establishment of a system of fines and penalties enforceable as Special Assessments or otherwise. The Association Rules shall not be inconsistent with the terms of this Declaration. The Association Rules may not unreasonably or unlawfully discriminate among Owners and Association Members. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, or a notice setting forth the adoption, amendment, or repeal of specific portions of the Association Rules shall be delivered to each Association Member in the same manner established in this Declaration for the delivery of notices. Upon completion of the notice requirements, the Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and Association Members, arid all other Persons having any interest in or making any use of the Association, whether or not actually received thereby. The Association Rules, as adopted, amended, or repealed, shall be available at the principal office of the Association to each Owner, Association Member, or other person reasonably entitled thereto, upon request. In the event of any conflict between any provision of the Association Rules and any provisions of this Declaration or the Association Articles or

Bylaws, the Association Rules shall be deemed to be superseded by the provisions of this Declaration or such Articles or Bylaws to the extent of any such conflict

Section 8. Indemnification. To the fullest extent permitted by law, every director and every officer of the Association, as well as the members of the Aesthetics Review Board and the Declarant (to the extent a claim may be brought against the Declarant by reason of its appointment, removal, or control over members of the Association Board and the Aesthetics Review Board) shall be indemnified by the Association, and every other person serving as an employee, or direct agent of the Association, or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board of the Association, be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him/her in connection with any proceeding or any settlement thereof to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having served in such capacity on behalf of the Association (or in the case of the Declarant by reason of having appointed, removed, or controlled, or failed to control members of the Association Board or the Aesthetics Review Board) whether or not he/she is a director, an officer, or a member of the Aesthetics Review Board, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Association Board shall determine, in good faith, that such officer, director, member of the Aesthetics Review Board, or other person, or the Declarant, did not act, fail to act, or refuse to act willfully, or with gross negligence, or fraudulent or criminal intent in the performance of his/her duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise. Appropriate insurance may be obtained pursuant to Article N to cover any liability exposure created by virtue of the foregoing indemnification.

Section 9. Non-Liability of Officials. To the fullest extent permitted by law, neither the Declarant, any directors or officers of the Association, any Aesthetics Review Board member, nor any other members of committees of the Association shall be liable to any Association Member or any Owner, Occupant, or other Person for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (Whether or not defective), course of action, inaction, omission, error, negligence, or the like made in good faith and which the Declarant, any director, any officer or any member of a committee reasonably believed to be within the scope of his/her duties.

Section 10. Accounting. The Association, at all times, shall keep, or cause to be kept, true and correct records of account in accordance with generally accepted accounting principles, and shall have available for the inspection of all Owners at reasonable times during regular business hours, books which shall specify in reasonable detail all expenses incurred and funds accumulated from Assessments or otherwise. The Association shall employ a firm of Certified Public Accountants to render a written audit of its operations for each calendar/fiscal year arid a copy of such written audit shall be available upon request to the Owners.

Section 11. Records. The Association shall, upon reasonable written request and during reasonable business hours, make available for inspection by each Owner and Association Member the books records, and financial statements of the Association together with current copies, as amended from time to time, of this Declaration and the Association Articles and Bylaws and Association Rules.

The Declarant shall be under no obligation to make its own books and records available for inspection by the Association, or any Owner, Association Member or other Person.

Section 12. Managing Agent. Any powers, duties, and rights of the Association created pursuant hereto, or of the Board, as provided by law and herein, may be delegated to a managing agent under a management agreement, which agent may or may not have a relationship to the Declarant or the principals of Declarant provided, however, that no such delegation shall relieve the Association of its obligation to perform any such delegated duty.

Section 13. Declarant's Control of the Association. Notwithstanding anything in this Article III or if elsewhere in this Declaration to the contrary, the Declarant shall maintain absolute and exclusive control over the Association and the Aesthetics Review Board, including appointment and removal of the President and all other officers of the Association, all directors of the Association Board and all members of the Aesthetics Review Board, until all of the Residential Unit Footprints in the Subdivision (as it exists from time to time) have been sold to parties. Until such time, only the Declarant will be entitled to cast any votes with respect to the election and removal of Association officers or directors and members of the Aesthetics Review Board or any other matters requiring the vote or approval of Association Members. The Declarant voluntarily may (but shall not be required to) at any time relinquish all or any part of the Declarant's control and rights under this Section.

ARTICLE IV: POWERS AND DUTIES OF THE ASSOCIATION

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Association shall have the following powers whenever in the exercise of its discretion it may deem them necessary or advisable, and which it shall have the responsibility to provide if so indicated in this Article or elsewhere in the Declaration:

(1) To enforce, in its own name, any covenants, conditions or restrictions which may now or may hereafter be imposed upon any of the Property.

(2) The Association shall be authorized to and shall, in fact, provide for the plowing and removal of snow from the driveways located on the Common Areas, and from the driveways located on the Restricted Common Areas. It shall be the responsibility of the individual Owner to keep cars or other vehicles and other obstructions removed from the Restricted Common Area associated with such Owners Residential Dwelling in times of snow accumulation to enable the Association to provide such snow removal.

(3) The Association shall be authorized to and shall, in fact maintain, plant, care for, fertilize, spray, trim, protect and replant such trees, shrubs and other landscaping along all streets within the Property, in or upon Common Areas and in or upon Restricted Common Areas, as the Association shalt deem to be appropriate and proper. In addition, the Association shall be authorized to and shall, in fact, provide lawn care, mowing, re-seeding, fertilizing and maintenance of all lawns and grassy areas within the Property and on Common Areas.

(4) The Association shall be authorized to and shall, in fact, provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and shall provide a uniform method for the collection and disposal of garbage and rubbish from the Residential Dwellings located on the Residential Unit Footprints owned by the Members.

(5) To provide for the establishment, operation, maintenance and regulation of parks, playgrounds, recreational facilities, streams, all ornamental features and the equipment thereon (if any) on any land set aside for the general use of the public and/or the Owners or their guests, tenants or invitees, or to which all such Owners have access and use thereof; and to provide for the 1naintenance of natural water courses within the Property.

(6) The Association shall be authorized to and shall, in fact, exercise control over parking areas, driveways, and other Common Areas and any driveways located on Restricted Common Areas within the Property, as deemed by the Association to be necessary or desirable and to issue permits for excavations in the Common Area or Restricted Common Areas when necessary for the installation of utilities and to accept bonds or deposits for the repairing of cuts made for such excavations. The Association shall have full authority to prevent any excavation or cuts in the Common Area or Restricted Common Areas without first obtaining a deposit to insure the repair and future maintenance of such cuts. The Association may reserve the right to make any and all excavations in the Common Area or Restricted Common Areas and the right to refill and repair any damages to any improvements and pay the cost out of the deposits made as herein provided, subject to such control of city, county or other proper officials as may be provided by law.

(7) To erect and maintain signs within the Property,

(8) The Association shall be authorized to and shall, in fact, repair, maintain, re-pave pedestrian ways, excluding driveway areas dedicated to an Owner's Residential Unit Footprint; and parking areas and clean and maintain storm water retention facilities and appurtenances thereto, gutters, and pedestrian ways.

(9) The Association shall also provide for all other genera! items of use, maintenance and repair on or over the Common Areas and, subject to the Owners' obligation to use due care in the use of same as specified in Section 8(b) of Article V, of driveways located on Restricted Common Areas.

(10) If the same can be obtained and is economically feasible as determined by the Board of Directors, to obtain liability insurance insuring the Association or Members of the Board of Directors of the Association, or its officers, or members of the Aesthetic Review Board, or other committees of the Association, against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner. The policy limits shall be set by the Directors of the Association and shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors of the Association.

(11) To obtain worker's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.

(12) To obtain a standard fidelity bond, if economically feasible as determined by the Board of Directors, covering all members of the Board of Directors and officers of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(13) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it, and such taxes as may be assessed against the Common Areas and Restricted Common Areas. To borrow money, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for debts incurred or money borrowed.

(14) To enter into such agreements with other Homes Associations, municipalities, political subdivisions, individuals, and corporations in order to implement the purposes of the Association and to provide such improvements for the benefit of the Owners and Members of this Association within the purview of this Declaration.

(15) To carry out, perform and accomplish all other responsibilities, duties and obligations as set forth elsewhere in the Declaration.

ARTICLE V: PROPERTY RIGHTS

Section I. Members' Easements of Enjoyment. Every Member shall have a non-exclusive right of ingress and egress and easement of enjoyment in and to the Common Areas, exclusive of areas set aside as Restricted Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Residential Unit Footprint subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, to the extent said facilities are provided;

(b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area facilities, and in aid thereof to Mortgage said property;

(c) The right of the Association, if determined by the Board of Directors, to suspend the voting rights and right to use of the recreational facilities or other Common Areas by any Member for any period during which any Assessments against any Residential Unit Footprint remains unpaid and for a period not to exceed 60 days for any infraction of its published Rules and Regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an

instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer.

(e) The right of the Association to make reasonable rules, regulations and conditions and impose reasonable restrictions upon the use and enjoyment of Common Areas for the benefit of all Members, their guests and assigns.

(f) The continuing and ongoing authority of the Association and/or the Aesthetics Review Board, from time to time, to set aside, dedicate, delegate and approve certain portions of the Common Area for the use or creation of Restricted Common Areas.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his/her right of enjoyment to the Common Area and facilities or the right to enjoy and use Restricted Common Area to the Members of his/her immediate family, or contract purchasers who reside on the property, excluding, however, the recipient of any lease option agreement until such time as the option has been exercised.

Section 3. Damage or Destruction of Common Area or Restricted Common Area by Owner. In the event any Common Area or Restricted Common Area is damaged or destroyed by an Owner or any of his/her guests, tenants, licensees, agents or member of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon all the Residential Unit Footprints of said Owner.

Section 4. Association's Easements. There is hereby created a blanket easement upon, across, over and on all Residential Unit Footprints and all Residential Dwellings within the Property and all Restricted Common Areas, in favor of the Association and its respective agents, employees, contractors, and subcontractors for the purpose of carrying out all of the powers and duties of the Association as set forth in this Declaration and in providing for the services which the Association is responsible for providing as expressed or implied by the terms of this Declaration.

Section 5. Encroachments. Declarant, on behalf of itself and its successors and assigns, hereby declares that every Owner shall have a perpetual easement for the continuance of any unwillful and unintentionally created encroachment by such Owners Residential Dwelling or Restricted Common Area on, over and across any Common Area now existing as a result of construction of any Residential Dwelling or improvements related thereto, or which may come into existence hereafter as a result of the reconstruction of any Residential Dwelling after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Residential Dwelling stands, so long as such encroachment was/is not willful or intentionally created.

Section 6. Municipal Services. Declarant, on behalf of itself and the successors and assigns of itself, hereby declares that the City of Independence, Missouri, (but not the public in general) and other law enforcement and emergency personnel or officials shall, have a perpetual nonexclusive

easement to enter upon all parking areas, driveways, walkways, and Common Areas, and Restricted Common Areas for purposes of maintaining the safety, health, welfare, police, arid fire protection of the citizens of the City and the Owners and occupants of the Property.

Section 7. Other Easements.

(a) Easements for installation and maintenance of all utilities and drainage facilities are shown on the recorded subdivision plat map of the Property. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage, interfere with, or change the direction of flow of drainage facilities in such easements.

(b) Such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, and Declarant's successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

(c) Other easements within the structure are limited to the common point of entry for electrical, telephone and cable service, compatible with requirements of national and international building codes.

Section 8. Location. Use and Maintenance of Restricted Common Areas.

(a) The Aesthetics Review Board shall have authority, upon application and request pursuant to Article VII, to designate certain areas within the Property as Restricted Common Area and to assign and designate same to the location of a particular Improvement to service one or more Residential Unit Footprints. The Aesthetics Review Board shall also have authority to establish construction standards and specifications relating to the location and construction of approved Irnprove1nents along, over and across Restricted Common Area. Such request and any subsequent approval granted in connection with such request shall be in written form and shall contain a clearly defined designation of the area to be assigned as Restricted Common Area and shall also contain an indication of the Improvements to be located upon each such - Restricted Common Area, which shall include, but not be limited to, Driveways, Air Conditioning and/or Heating Units, Roof, Balcony or Deck Overhang, or other similar indications. The Owner of a Residential unit Footprint, is hereby granted the right and privilege to install, or cause to be installed, or reinstall or cause to be reinstalled, approved Improvements along, over and across Restricted Common Area to the extent that same are approved, upon receipt of the approval of the Aesthetics Review Board. The Aesthetics Review Board is hereby expressly given the power, authority and control to permit and authorize Improvements to be constructed and reconstructed over and across Restricted Common Area and to cause such areas to be abandoned and relocated from time to time over areas designated and delineated as replacement Restricted Common Area. In case such replacement Restricted Common Area is established and approved from time to time by the Aesthetics Review Board, the establishment and approval of such replacement Restricted Common Area shall automatically replace the earlier designation of Restricted Common Area

related to the Improvements built and constructed upon the replacement Restricted Common Area without further action on the part of any party whatsoever. The exclusive use of such Restricted Common Areas for the use and benefit of the Residential Unit Footprint(s) indicated on the Aesthetics Review Board approval and for the construction and reconstruction of Improvements to fulfill the purposes indicated on such approval, as such Improvements are actually constructed and in their original or replacement "as-built" locations, is hereby confirmed and ratified in all respects.

(b) Each Owner of a Residential Unit Footprint shall be responsible for using due care in the usage and utilization of any driveway areas dedicated to such Owner's Residential Unit Footprint. The foregoing responsibility shall include but not be limited to each Owner's obligation to protect and preserve the surface of such driveway from; (i) loads, weights, or vehicles heavier than that which residential construction practices would customarily be designed to handle; (ii) frequent, continuous or undue exposure to road salts, snow or ice melt or removal products, or other chemicals, compounds or substances whose properties or characteristics are harmful, damaging, caustic or otherwise deleterious to the finished surface of such driveway. The repair of any damage or destruction caused to such driveway by the Owner's failure to use due care in the protection and preservation of such driveway shall be the financial responsibility of such Owner, and the Association shall be authorized, but shall not have the obligation, to repair such damage at the cost and expense of such Owner, and to collect same, together with all other costs of the Association associated with the enforcement of the Association's rights hereunder as otherwise set forth in Section 3 of this Article, including the rights of the Association to recover its costs and expenses pursuant to such Section.

(c) If in the course of installing, maintaining or repairing Improvements located on Restricted Common Areas, any Owner, or their contractor, agent or employee damages, destroys or harms any Improvement located on Common Area, it shall be such Owner's responsibility to repair, renovate or correct any such damage, destruction or harm.

ARTICLE VI: CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS

Each Owner of any Residential Unit Footprint by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) Regular Assessments and (2) Special Assessments. The Assessments shall be fixed, established, and collected from time to time as hereinafter provided. The Assessments, together with such interest thereon, late charges, costs of collection thereof, and reasonable attorneys' fees, shall be a charge on the Owner's land and shall be a continuing lien upon the property against which the Assessments are made. Each such assessment, together with such interest, late charges, costs and reasonable attorneys' fees shall also be the personal obligation of the person or persons who were the Owner(s) of such property at the time when the Assessments fell due. The personal obligation for delinquent payments shall not pass to his successors in title unless expressly assumed by them. If an Owner shall consist of more than one person, the obligations of the Owners for the payment of Assessments on such Owner's Residential Unit Footprint shall be joint and several.

Section 1. Purpose of Assessments. Except as otherwise provided herein, the Assessments levied by the Association under this Article shall be used:

(a) to promote the recreation, health, safety, and welfare of the Owners of and residents of the Property,

(b) to enhance the value of the Subdivision,

(c) to pay the costs of administration of the Association,

(d) to pay all other Common Expenses,

(e) to pay for the maintenance, repair, and services, and purposes listed in Article IV and Article VIII hereof, or elsewhere herein, and

(f) for any other purpose which is necessary or desirable for the maintenance and improvement of the Property and Common Area, or Restricted Common Area, or which is of general benefit to the Owners and residents.

Section 2. Regular Assessments.

(a) Except as otherwise specifically provided herein, each Owner of a Residential Unit Footprint shall pay as his Regular Assessment his Proportionate Share of the Common Expenses. Except as otherwise specifically provided herein, payment of Regular Assessments shall be in such amounts and at such times as may be provided in the Association Articles or Bylaws, or as determined by the Board of the Association.

(b) Not later than 60 days prior to the beginning of each fiscal year of the Association, the Association Board shall make available for review by each 0'W!ler at the Association's office, during reasonable times, a pro forma operating statement or budget for the upcoming fiscal year that shall among other things, estimate the total Common Expenses to be incurred by such Association for such fiscal year. The Association Board shall at that time determine the amount of the Regular Assessment to be paid by each Owner and notify the Owner thereof in writing. Each Owner shall thereafter pay to the Association its entire Regular Assessment as so determined. The payment of an Owner's Regular Assessment shall be due and payable on or before the beginning of the Association's fiscal year, which date shall be set forth in the written notice sent to Owners. Notwithstanding the foregoing provision, the Association Board, may, in its exclusive discretion, establish a regular payment schedule or payment schedules available to Association Members in the payment of their Regular Assessments, which shall, allow payment of Regular Assessments on a monthly, quarter-annual, or semi-annual basis and provide in such payment schedule for a reasonable service fee or other charge that is related to the additional record keeping/invoicing, etc., associated with the regular payment arrangement, which charge shall be payable in addition to the pro-rated portion of the Regular Assessment with each regular payment.

(c) If the Association subsequently determines that the total Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for whatever

reason, including Common Expenses in excess of the estimated Common Expenses used in preparation of the Association's budget for that year, the Association President shall then immediately determine the approximate amount of such inadequacy and, with the consent of the Association Board, issue a supplemental estimate of the Co1nmon Expenses and determine the revised amount of Regular Assessments to be paid by each Owner for the balance of the year, and the date or dates when due. Each Owner shall be notified of the additional amount required to be paid and the due date of such payment, and each Owner shall pay the additional amount when due. If the estimated total Regular Assessments for a current year prove to be excessive in light of the actual Common Expenses, the Association may, at the discretion of the Association Board, retain such excess as additional working capital or reserves, or reduce the amount of the Regular Assessments for the next fiscal year. No reduction or abatement of Regular Assessments because of any such anticipated surplus may diminish the quantity, or quality, of services upon which the Common Expenses for the year in question are based, and if supplemental assessments are required, they shall be made as set forth above.

Section 3. Special Assessments. Special Assessments shall be levied by the Association against an Owner to reimburse the Association for:

(a) Costs incurred in bringing an Owner or his Residential Unit Footprint and/or Improvements thereon into compliance with the provisions of this Declaration, the Association Articles or Bylaws, or the Association Rules;

(b) Fines levied or fixed by the Association Board as provided herein;

(c) Attorneys' fees, late charges, interest, and other costs or charges provided to be paid as, or they are incurred in connection with a Special Assessment in accordance with this Declaration, the Association Articles or Bylaws;

(d) Any other charge designated as a Special Assessment in this Declaration, the Association Articles or Bylaws;

Section 4. Uniform Assessment. All Regular Assessments imposed upon an Owner shall be based upon such Owners Proportionate Share;

Section 5. Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to each Owner on the date that the first Owner acquires title to any Residential Unit Footprint from Declarant. The Regular Assessment shall be equitably adjusted as required for short periods.

Section 6. Time and Manner of Payment: Late Charges and Interest. Assessments shall be due and payable by Owners in such manner and at such times as the Association Board shall designate in accordance with the terms hereof. If not paid within ten (10) days after its due date, each such Assessment shall have added to it a late charge equal to eighteen percent (18%) of the amount of Assessment and thereafter bear interest at the Rate of eighteen per cent (18%) per annum until paid. The Association may, in its discretion and without waiving the imposition of a late charge or interest in any other instance, waive the late charge and/or interest in any particular instance. A

delinquent Owner shall also be liable for attorneys' fees and other related costs incurred by the Association as a result of such delinquency, and if any suit, action, or proceeding is brought to collect any such Assessment or charge, then there shall be added to the amount thereof costs of suit and reasonable attorneys' fees to be fixed by the court and included in any judgment or award rendered thereon.

Section 7. No Offsets. All Assessments shall be payable in the amount specified in the Assessment or Notice of Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that:

(a) the Association, its Board, its President, or the Declarant is not properly exercising its duties end powers as provided in this Declaration or documentation associated therewith; or

(b) Assessments for any period exceed Common Expenses.

Section 8. Reserves. Reserves included in any budget for common expenses which are collected as part of Regular Assessments shall be deposited by the Association in a separate bank account to be held in trust for the purposes for which they are budgeted and are to be segregated from and not co-mingled with any other funds of the Association, except to the extent that the Association's regularly employed accountant deems it desirable to do otherwise on the basis of standard accounting principles in similar contexts or the laws (tax or otherwise) of the State of Missouri or the United States relating to corporations not organized for profit, or homeowners associations. Such reserves shall be deemed a contribution to the capital account of the Association. The responsibility of the Association Board (whether while controlled by the Declarant or the members of the Association) shall be only to provide for such reserves as such Board in good faith deems reasonable, and neither the Declarant, such Board or any member thereof shall have any liability to the Association or any Owner, Association Member, if such reserves are determined to be inadequate.

Section 9. Exempt Properties. The following Properties subject to the Declaration referred to hereinabove shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Subordination of Lien. All delinquent assessments shall constitute a lien. A lien which arises against a Residential Unit Footprint by reason of the failure or refusal of any Owner to make timely payment of any assessment shall be subordinate to the lien of a prior recorded First Mortgage (together with any interest, cost, reasonable attorneys' fees and any late charges related thereto), acquired in good faith and for value, except for the amount of the unpaid Assessment which accrues from and after the date on which a First Mortgagee comes into possession of, or acquires title to the Residential Unit Footprint, whichever occurs first. If any lien for unpaid Assessments which accrued prior to the date the First Mortgagee comes into possession of or acquires title to the Residential Unit Footprint has not been extinguished by the process by which such First Mortgagee came into possession of or acquired title to the Residential Unit Footprint, such First Mortgagee shall not be liable for unpaid Assessments arising prior to the aforesaid date and, upon writtei.1 request by such First Mortgagee to the Association, such lien shall be released

in writing by the Association. Any unpaid Assessments which are extinguished pursuant to the foregoing sentence shall continue to be the personal obligation of the delinquent Owner and may also be re-allocated by the Association among all Owners as part of the Common Expenses.

Section 11. Certificate of Non-Payment. Upon request, any person acquiring an interest in any Residential Unit Footprint shall be entitled to a certificate from the Association setting forth the amount of unpaid Assessments relating to such Residential Unit Footprint, if any, and such person shall not be liable for, nor shall any lien attach to the Residential Unit Footprint in excess of the amount set forth in the certificate, except for Assessments which occur, or become due, after the date thereof and any interest, costs, attorneys' fees, and any late charges related to such unpaid Assessments.

Section 12. Enforcement of Lien. Any lien provided for in this Article VI may be foreclosed by the Association in the manner provided in Chapter 443 of the Revised Statutes of the State of Missouri for the foreclosure of a first mortgage realty Deed of Trust in the State of Missouri. The President of the Association, in office, when any such procedure is commenced, is hereby designated to act in the capacity as the Trustee of the Association and to take all steps and actions necessary, required and/or proper to foreclose the lien of the Association in the manner mentioned. All of the provisions of this Article VI relating to the enforcement of any lien provided for herein (including without limitation the subordination provisions in Section 10 or the provisions of this Section 12) shall apply with equal force in each other instance provided for in this Declaration or the Association Rules or the Association Articles or Bylaws wherein it is stated that payment of a particular Assessment, charge, or other sum shall be secured by a lien. Nothing herein shall be construed as requiring that the Association take any action allowed hereunder in any particular instance, and the failure of the Association to take such action at any time shall not constitute a waiver of the right to take such action at a later time, or in a different instance.

Section 13. Pledge of Assessment Rights as Security. The Association shall have the power to pledge the right to exercise its assessment powers and rights as security for any obligation of the Association; provided, however, any such action shall require the prior affirmative vote, or written assent of the Declarant, if it controls the Association, or otherwise, a Majority of all of the members of the Association. The Association's power to pledge its assessment powers shall include, but not be limited to, the ability to make an assignment of Assessments which are then payable to, or which will become payable to, the Association, which assignment may then be presently effective but shall allow said Assessments to continue to be paid to the Association and used by the Association as required, unless and until the Association shall default on its obligations secured by said assignment.

ARTICLE VII: AESTHETIC CONTROL

Section 1. Aesthetics Review Board. The Association shall have an Aesthetics Review Board consisting of not less than three nor more than five persons, as specified from time to time by the Declarant during periods in which Declarant has the right to appoint the members of the Aesthetics Review Board, and thereafter, by resolution of the Board of the Association. The Declarant shall retain the right to appoint, augment or replace all members of the Aesthetics Review Board until Declarant shall no longer own any Residential Unit Footprint within the Subdivision. Thereafter,

members of the Aesthetics Review Board shall be appointed by the Board of the Association. Persons appointed to the Aesthetics Review Board, other than persons appointed by the Declarant, shall be Association Members. The Declarant may voluntarily (but is not required to) permit Association Members to appoint or replace one or more members of the Aesthetics Review Board.

Section 2. Conditions. No construction, improvements, alterations, repairs, excavations, repainting, changes in grade or other work which in any way alters the exterior of any property or the Improvements located thereon from its condition existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Aesthetics Review Board. No Improvement shall be commenced, erected, maintained, improved, altered, made or done nor shall any additions, changes or alterations be made to the exterior of any Residential Dwelling without the prior approval of the Aesthetics Review Board. As more particularly described and set forth in Section 8 of Article V, no construction of Improvements over or across any Restricted Common Areas shall take place without the prior approval, authorization and consent of the Aesthetics Review Board, both as to the designation and location of Restricted Common Area and as to the Improvements to be constructed along, over or on same. None of the foregoing shall be undertaken unless and until the plans and specifications showing the nature, shape, height, materials, exterior color scheme, and location of same shall have been submitted to and approved in writing by the Aesthetics Review Board. Prior to the commencement of any such process, the Owner or his representative shall submit detailed plans and specifications to the Aesthetics Review Board concerning the work to be done or changes to be made, including the location on the Residential Unit Footprint or Restricted Common Area where such changes are to be made and any other pertinent details. No change in the character or color of the exterior surfaces of any Residential Dwelling shall be made from the original materials and colors used without such change being first considered and approved by the Aesthetics Review Board.

Section 3. Purposes. The Aesthetics Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements, alterations or changes thereon in such a manner so as to preserve and enhance values and to maintain an aesthetically harmonious relationship among structures and the natural vegetation and topography.

Section 4. Procedures. In the event the Aesthetic Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed denied. No appeal maybe taken from a decision of the Aesthetics Review Board, so long as a majority of its members have been appointed by the Declarant. At such time as the Aesthetics Review Board has a majority of its members appointed by the Board of the Association, the applicant may appeal an Aesthetics Review Board decision to the Board of the Association, which may reverse or modify such decision by a two-thirds (2/3) vote of the entire Board.

ARTICLE VIII: SERVICES TO BE PROVIDED

In addition to maintenance upon the Common Area and upon the Restricted Common Areas provided for elsewhere in this Declaration, and as allowed or required of the Association under Article IV, the Association shall provide or arrange for providing the following services to each

Residential Dwelling and the Residential Unit Footprint on which it is located which is subject to assessment hereunder in as nearly a uniform manner as may reasonably be possible, and each Owner shall be obligated to accept and participate in the Association's providing such services:

Section 1. Exterior Maintenance. The Association shall provide exterior maintenance as a consequence of normal wear and tear upon each separate Residential Dwelling that is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. The foregoing shall not include any responsibility on behalf of the Association to repair or replace exterior building surfaces or damage thereto arising from: (i) structural defects or damage resulting from settlement, structural collapse or other interior structural damages; or (ii) resulting from the Owner's failure to properly and adequately provide maintenance, protection from the elements, or other care to such Owner's Residential Dwelling; or (iii) fire, windstorm, vandalism, or other casualty loss covered by the fire and extended coverage loss provisions of a standard-form homeowners insurance policy. Such exterior maintenance shall not include glass surfaces, screens, light bulbs, doors, including garage doors, or air conditioning, or other exterior units servicing each Residential Dwelling. Furthermore, no change in the color of the exterior painted surfaces of any Residential Dwelling shall be made by the Association from the original colors used without such change being first considered and recommended by the Aesthetics Review Board. Such recommendations shall thereafter be submitted to the Association membership for acceptance, which acceptance shall require a two-thirds (2/3) vote of the Members of the Association present at a meeting called to consider such proposal at which a quorum is present. Individual Owners may change the color of their front doors with the approval of the Aesthetics Review Board.

Section 2. Driveway Repair and Replacement. Subject to the Owner's obligations and responsibilities as set forth in Section 8(b), Article V, the Association shall provide regular and routine maintenance including repair and replacement of driveway located on, over, and across Restricted Common Areas, due to ordinary wear and tear and actions of natural elements, pursuant to the terms and conditions of Article IV of the Declaration. No provision of this Section shall be construed to require the Association to repair, replace, or maintain any driveway areas dedicated to such Owner's Residential Unit Footprint.

Section 3. Uniformity of Service. The Association shall arrange for and provide for a uniform method of snow removal and trash collection. The Association shall have authority to determine the exact method of providing for such services by virtue of the powers set forth in Article IV and toward that end shall have authority to contract with one service on behalf of all Owners to provide such service to the Residential Dwellings within the Property.

Section 4. Exclusivity. No Owner shall do any act or take any action on his own which shall interfere or conflict with the Association's sole responsibility to provide the services set forth herein, and particularly shall not seek to provide such services to his own property unless the Association fails to provide such service after written notice demanding such services be reasonably provided to an Owner who can establish that such services are not being provided to his property in a uniform manner with the other Residential Dwellings within the Property.

ARTICLE IX: USE RESTRICTIONS

Section 1. Use of Land. None of the Residential Unit Footprints located on the Property may be used or occupied for other than private Two Family residential purposes. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of the Property at any time as a residence, either temporarily or permanently. No part of the Property may be improved, used, or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof. A Residential Unit Footprint shall not be restricted to owner-occupants.

Section 2. Garages. Each Residential Dwelling shall have a private garage for at least one (1) car and miscellaneous storage. Any change to the internal structure would require city and/or Association approval. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the Residential Dwelling fronting on the street.

Section 3. Roofing Material. All roofing shall be asphalt roofing and limited to asphalt roofing, the exact color and texture of which shall be approved in writing by the Declarant.
Section 4. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted from any Residential Dwelling, except as permitted by City and/or Association approval, except for commercial activities as reserved herein for use by Declarant.

Section 4. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted from any Residential Dwelling, except as permitted by City and/or Association approval, except for commercial activities reserved herein for use by Declarant.

Section 5. Damaged Structures. In the event of fire, wind, storm, or other damage, no building shall be permitted to remain in a damaged condition longer than five (5) months.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. The noise level within any Residential Unit Footprint shall never be so great as to disturb the owners or occupants of any other home.

Section 7. Animals Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept in or at any Residential Dwelling except that dogs, cats or other approved household pets not to exceed two (2) in number and not weighing more than fifty (50) pounds each maybe kept, provided they are not kept, bred or maintained for any commercial purpose. In no event shall such animals be kept if they unreasonably disturb the Owner or residents of any other Residential Dwelling. All animals shall be confined to the Owner's property and for the mutual benefit of all the Owners, no animal shall be allowed or permitted on the Common Area except when on a leash or when in direct and constant control of the Owner thereof.

Section 8. Advertising Prohibited. No advertising signs (except one four-foot square "For Sale" sign per Residential Dwelling), billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any portion of the Property, nor shall any Residential Dwelling be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of

any other Residential Dwelling or resident thereof, provided, however, that the foregoing covenants shall not apply to the activities, signs and billboards of the Declarant in the sale and promotion for sale of Residential Dwellings or the Association in furtherance of its powers and purposes as set forth in these Articles.

Section 9. Screening Required. All equipment, trash cans, garbage cans, wood piles and storage piles shall be kept within the confines of an Owner's Residential Unit Footprint.

Section 10. Antennas Prohibited. No exterior television or radio antennas of any sort shall be placed, allowed or maintained on any portion of any Residential Dwelling or on the Common Area. The foregoing prohibition shall expressly extend to satellite dishes or other devices designed to receive or transmit radio or television signals, unless under twenty-four (24) inches in diameter, and approved as to location by the Aesthetics Review Board. The foregoing shall not prohibit the installation of underground cable service, pursuant to dedicated utility easements and as otherwise controlled by the Declarant or the Association.

Section 11. Storage Tanks. No tank for the storage of fuel may be maintained on any part of the Property or on Common Area or Restricted Common Area, either above or below the surface of the ground.

Section 12. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any of the Property hereby restricted.

Section 13. Parking and Storage of Vehicles Prohibited. No school buses, tractors, trucks over 3/4 ton, recreational vehicles, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles not in daily use, shall be regularly parked in the open on any Common Area or Restricted Common Area or on any driveway or at the curb and in any event, not more than 12 hours per day. All garages shall be kept clean and uncluttered as much as practicable to preserve the appearance of the Property.

Section 14. Trash. No trash, refuse, grass clippings or ashes shall be thrown, dumped or placed upon any Tract, Residential Unit Footprint, Common Area or Restricted Common Area or other undeveloped portions of the Property.

Section 15. Plantings. No shrubbery, trees, flowers or landscape plantings shall be planted by any Owner without first obtaining the express written consent of the Aesthetics Review Board, except that a three-foot (3’) green area within the perimeter of the Residential Unit Footprint designated for Patio use and associated with a particular Residential Unit Footprint may be maintained and planted by the Owner without so obtaining the approval of the Declarant.

Section 16. Fencing. No fencing shall be installed or maintained within the Property by any Owner however, the Aesthetics Review Board may grant permission to an Owner to screen and fence in the perimeter of the Residential Unit Footprint designated for Patio use and associated with a particular Residential Unit Footprint provided that the requirements of Article VII are fully complied with. All fences shall be built of Cedar, six feet (6'0") high, and conform to a common

standard approved by the Declarant, so long as said Member is active, and thereafter by the Association's Board of Directors. Such approval shall be based upon standards of general appearance and the necessity of preserving all walkway easements of record. No fences or barricades shall be installed in the Common Areas except as approved by the Association.

Section 17. Other Restrictions.

(a) No Residential Unit Footprint at McBee Acres shall be erected on any platted subdivision Lot or upon any property legally described in said plat having less than the following square footage:

> Any residential structure requires a minimum ground floor area of 540 square feet excluding porches, garages, breezeways, and basements.

(b) All residential structures must be constructed of materials approved by the Association's Board of Directors. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than five (5) months. No building shall be occupied until the exterior shall have been completed.

(c) All Lots are to be fully sodded with grass unless a specific alternate request is submitted to and approved by the Aesthetics Review Board for seeding by a professional lawn seeder contractor.

(d) All fireplaces shall be masonry or zero clearance, built to match, or compatible with siding, and a low-profile rectangular top.

(e) No above-ground swimming pools shall be erected, installed, constructed, and/or maintained by an Owner on any Lot, other than an entirely portable and movable wading pool.

(f) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any Lot or on the exterior of any home or any part of the Common Areas. The exterior area of any Lot and the Common Areas shall be kept free and clear of rubbish, debris, and other unsightly materials.

(g) There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, charcoal burners or other outdoor cooking devices, benches or chairs, nor any other similar items on any part of the Common Areas. Balconies, decks, and patio areas shall be used only for their intended purposes.

(h) Each Owner of a Residential Dwelling shall maintain insurance on all improvements against loss by fire, flood, and hazards included within the term "Extended Coverage" in such amounts as are sufficient to restore or rebuild the Residential Dwelling in the event of such loss. All insurance policies and renewals shall include a clause insuring the Association for purposes of monitoring the rebuilding or restoring of any Units damaged for which

insurance proceeds would be payable. Such interest of the Association shall, however, be in all cases, subordinate to the interest of a mortgage lender under a standard mortgage clause.

ARTICLE X: MAINTENANCE RESPONSIBILITIES OF OWNERS

Section 1. Owner's Responsibilities. Each Owner shall be responsible for the maintenance of his/her/their property in a state of good repair, except for those services to be provided by the Association as set forth herein. Should any Owner fail, refuse, or neglect to comply with the foregoing, then the Association shall, and hereby is given authority to, undertake to place such property in the required condition of maintenance and repair at the expense of the Owner of such property and collect such expenses as a Special Assessment against the Owner. The Association shall not undertake or perform such maintenance or repair without first having given written notice to the last known Owner of record of the said property of the specific circumstances located on such Owner's property that the Association deems not to be in a proper condition of maintenance and repair. Such notice shall also set forth the specific steps and actions Which the Association deems necessary to be taken by the Owner in order to place such property in a proper condition of maintenance and repair. Such notice shall further give the Owner thirty (30) days to commence the required actions and to proceed promptly thereafter, and, in any event, within thirty (30) days from such notice, to complete such maintenance and repair work unless extended by written permission of the Association.

Section 2. Association's Right to Maintain and Repair. Should the Owner fail to take such steps to maintain and repair his/her/their or its property as set forth in the notice required by Section 1 of this Article, or to proceed promptly within the time aforesaid to complete such maintenance and repair once action has been commenced, then the Association shall have the authority to take such steps and actions as may be reasonably required to maintain and repair the said property at the cost and expense of the Owner. Such maintenance and repair work as the Association shall undertake shall be commenced and completed as promptly as possible by the Association, which shall thereafter assess the cost of same as a Special Assessment against the Owner of the property. The Owner shall promptly, and in any event within thirty (30) days after notice of the cost of such maintenance and repair, pay such maintenance and repair expenses in full. Should the Owner neglect, fail, or refuse to pay the cost of same within thirty (30) days after notice and demand has been made upon the Owner, the obligation shall bear interest from the date of delinquency at the rate of 10% per annum. Such cost and obligation shall also constitute a lien against the Owner's property. The Association may bring an action at law against the Owner personally obligating him/her/them to pay the same or foreclose the lien against the property, and late charges, interest, costs and reasonable attorney's fee of any such action shall be added to the amount of such obligation of the Owner. In all other respects, the Association shall have the right to enforce the aforesaid lien and obligation as though such obligation were an additional Special Assessment levied against the specific property in question. The other terms and provisions concerning the enforcement of such obligation shall be the same as that provided in Article VI of this Declaration.

ARTICLE XI: AMENDMENTS

Section 1. Amendments to Declaration. Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration," which sets forth the entire amendment

Except as otherwise specifically provided for in this Declaration, any proposed amendment must be approved by a Majority of the Association Board Members prior to its adoption by the Association Members. Amendments may be adopted, from time to time, at a meeting of the Association Members upon the approval thereof of two-thirds of all of the Association Members or, without a meeting, if all Association Members have been duly notified, and if two-thirds of all of the Association Members entitled to vote at such a meeting, if it had been held, consent in writing to such amendment. In all events, the amendment when adopted shall bear the signature of the President of the Association and shall be attested by the secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording of the Amendment to Declaration in the office of the Director of Records for Jackson County, Missouri at Independence.

Section 2. Effect of Amendment. It is specifically covenanted and agreed that any amendment to this Declaration properly adopted will be completely effective to amend any and all of the easements, covenants, conditions and restrictions contained herein that may be affected and any or all clauses of this Declaration, unless otherwise specifically provided in the Section being amended, or the amendment itself.

Section 3. Required Approvals. Notwithstanding the provisions of the foregoing Sections of this Article XI:

(a) If this Declaration or any applicable provision of law requires the consent or agreement of additional parties, or a specified percentage thereof, for any action specified in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all such parties, as required by this Declaration or by said law.

(b) Until all of the Residential unit Footprints in the Subdivision, as it exists from time to time, have been sold to third parties, this Declaration may not be amended by the Association members pursuant to this Article XI without the written consent of the Declarant, Which may be withheld for any reason.

Section 4. Declarant's Right to Amend. Notwithstanding any other provision of this Article XI, until all of the Residential Unit Footprints in the Subdivision, as it exists from time to time, have been sold to third parties, Declarant reserves the right to amend this Declaration without the approval of the Association Board, the Association Members or any Owner or other person; provided, however, that no such amendment shall have the effect of changing the Plat of any Owner's Residential Unit Footprint without the consent of the Owner.

ARTICLE XII: GENERAL PROVISIONS

Section 1. Notice. Notices provided for in this Declaration, or the Association Articles, Bylaws, or Rules, shall be in writing and shall be addressed to the Association at the address specified in the Association Bylaws. The Association may designate a different address or addresses for notice by giving written notice of such change of address to all Association members at such time. All notices

to Association Members shall be to the last address shown on the records of the Association. Any Association Member may designate a different address or addresses for notices by giving written notice of a change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof.

Section 2. Captions: Construction. Captions given to various Sections herein, and the Table of Consents for this Declaration, are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The provisions of this Declaration shall be construed to effectuate its purpose of creating a uniform plan for the development and operation of the Subdivision as hereinabove set forth.

Section 3. Acceptance of Bylaws. By ownership of a Residential Unit Footprint, the Owner shall be a Member of the Association and shall be deemed to have accepted the Bylaws of the Association as adopted by the initial incorporators.

Section 4. Severability. If any provision of this Declaration, the Association Articles or Bylaws, or Association Rules, or any Section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration, the Association Articles, Bylaws, or Rules, and of the application of any such provision, Section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of this Declaration, the Association Articles, Bylaws, or Rules shall be construed as if such invalid part were never included therein.

Section 5. Term. This Declaration shall continue in full force and effect (subject, however, to the right to amend as herein provided) until January 1, 2041. Thereafter, unless one (1) year prior to January 2, 2041, there shall be recorded an instrument directing the termination of this Declaration signed by at least two-thirds (2/3) of all Association Members then entitled to vote, this Declaration shall be automatically continued without any further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years each; provided that within one (1) year prior to the expiration of any such ten (10) year period, this Declaration may be terminated as set forth in this Section.

Section 6. Sale. When the time comes for any Member of the Association to sell, a First Right of Refusal shall be extended to the Association to act upon such a bona fide offer in writing within a fourteen (14) day period from the date of submission thereof.

IN WITNESS WHEREOF, the said Declarant has caused this instrument to be executed this ____ day of January 2026.

GROUND UP DEVELOPMENT OF MO, LLC,
a Missouri limited liability company

By: _____

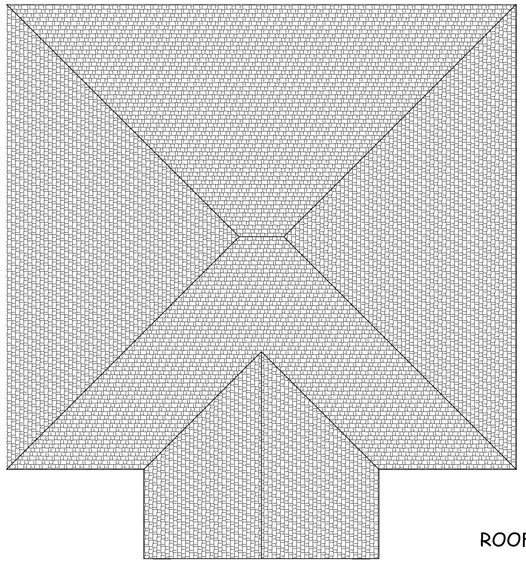
Name:_____

Title:_____

EXHIBIT A
LEGAL DESCRIPTION

A part of the Southeast Quarter of Section 20, Township 50 North, Range 31 West, Independence, Jackson County, Missouri, described as follows:

Beginning at the Northeast corner of Lot 160, ELM GROVE 6TH PLAT, a subdivision of record; thence S 81º47’24”E, along the South line of SALEM EAST, a subdivision of record, for 45.95 feet; thence N 86º40’36”E along said South line for 247.75 feet; thence N 62º34’06”E along said South line for 272.30 feet to the Southeast corner of Lot 183, SALEM EAST; thence S 38º05’23”E, along the right of way line of Salem Drive (80’r/w), for 459.89 feet to the Northeast corner of Lot 1, CORRECTED PLAT - SALEM JUNCTION, a subdivision of record; thence S 51º53’36”W along said Lot 1 for 185.77 feet; thence S 38º05’23”E along said Lot 1 for 150.08 feet; thence S 51º53’36”W along the Northerly right of way line U.S. Highway Route 24 for 209.89 feet to the Northerly right of way line of Old Lexington Road (61’r/w); thence S 78º39’31”W along said Northerly line for 459.00 feet; thence N 81º56’42”W along said Northerly line for 178.49 feet to the East line of ELM GROVE-6TH PLAT; thence N 2º22’58”E along said East line for 131.53 feet; thence N 8º49’09”W along said East line for 164.36 feet; thence N 6º48’19”E along said East line for 153.73 feet; thence N 16º33’42”E along said East line for 81.95 feet; thence N 2º22”58”E along said East line for 131.34 feet to the Point of Beginning.

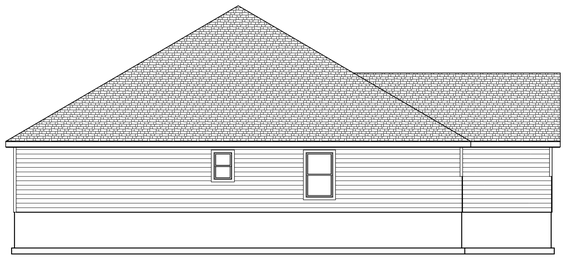


ROOF PITCHES 7/12 TYP.

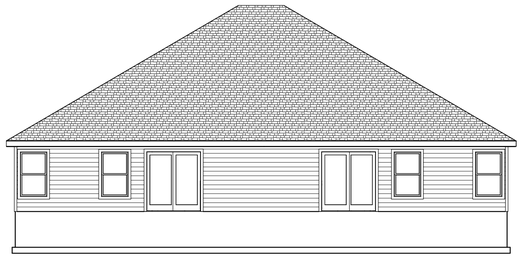
ROOF PLAN 1/8" = 1-0
RAFTERS 2 X 6 DF NO 2 @ 16" OC
HIPS AND RIDGES 2 X 8 DF NO 2

FRONT EL.
VINYL AND STONE

BUILD IN ACCORDANCE WITH 2018
INTERNATIONAL RESIDENTIAL
CODE AND LOCAL CODES.

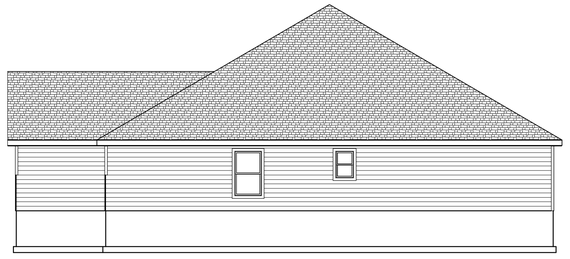


LEFT ELEV.
1/8" = 1-0



REAR ELEV.
1/8" = 1-0

3 SIDES VINYL SIDING



RIGHT ELEV.
1/8" = 1-0

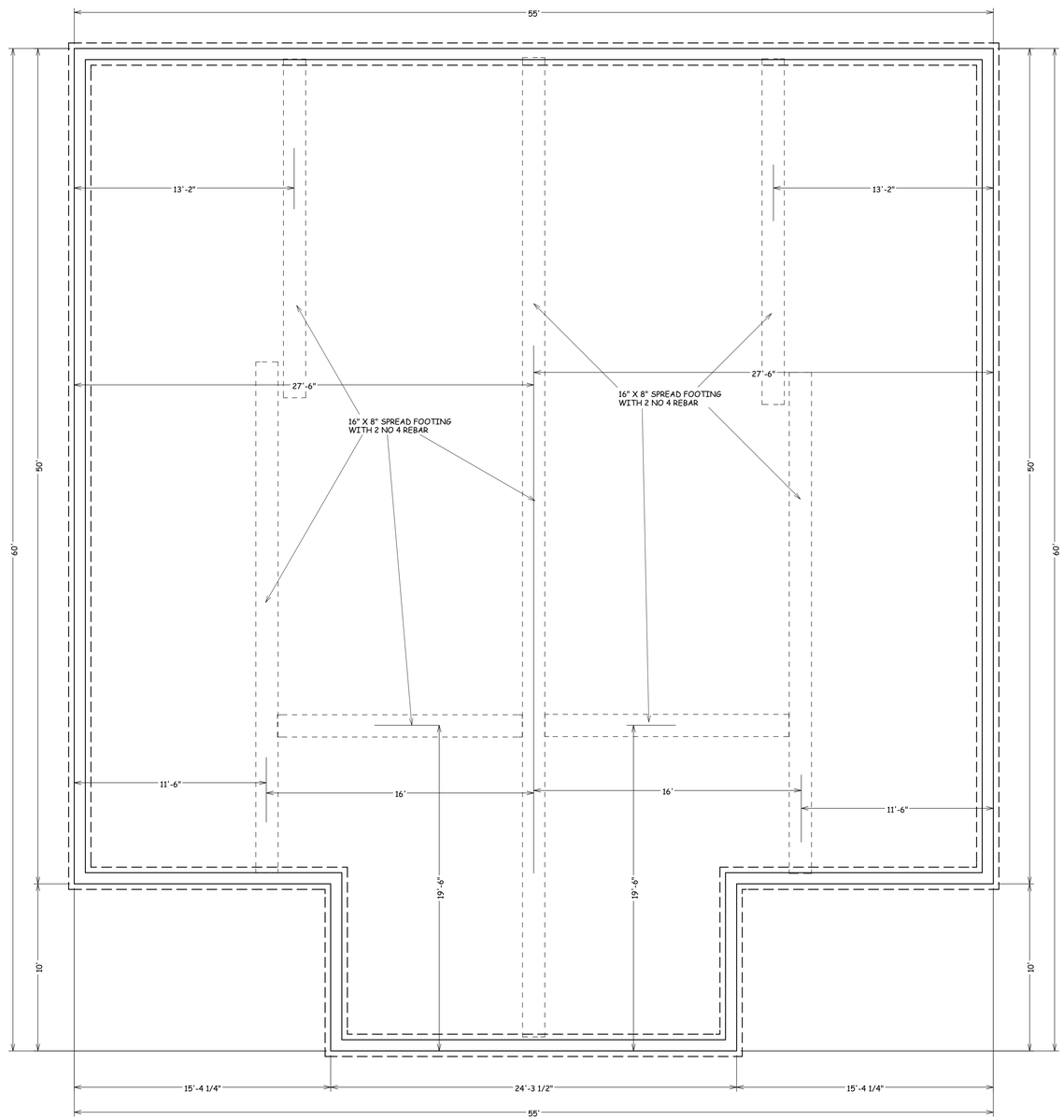
MCBEE HOMES
RANCH DUPLEX

SCALE
1/4" = 1-0

DATE
1-30-24

PLAN NO.
3880

SHEET NO.
1 OF 5



FOUNDATION PLAN

BUILD IN ACCORDANCE WITH 2018
INTERNATIONAL RESIDENTIAL
CODE AND LOCAL CODES.

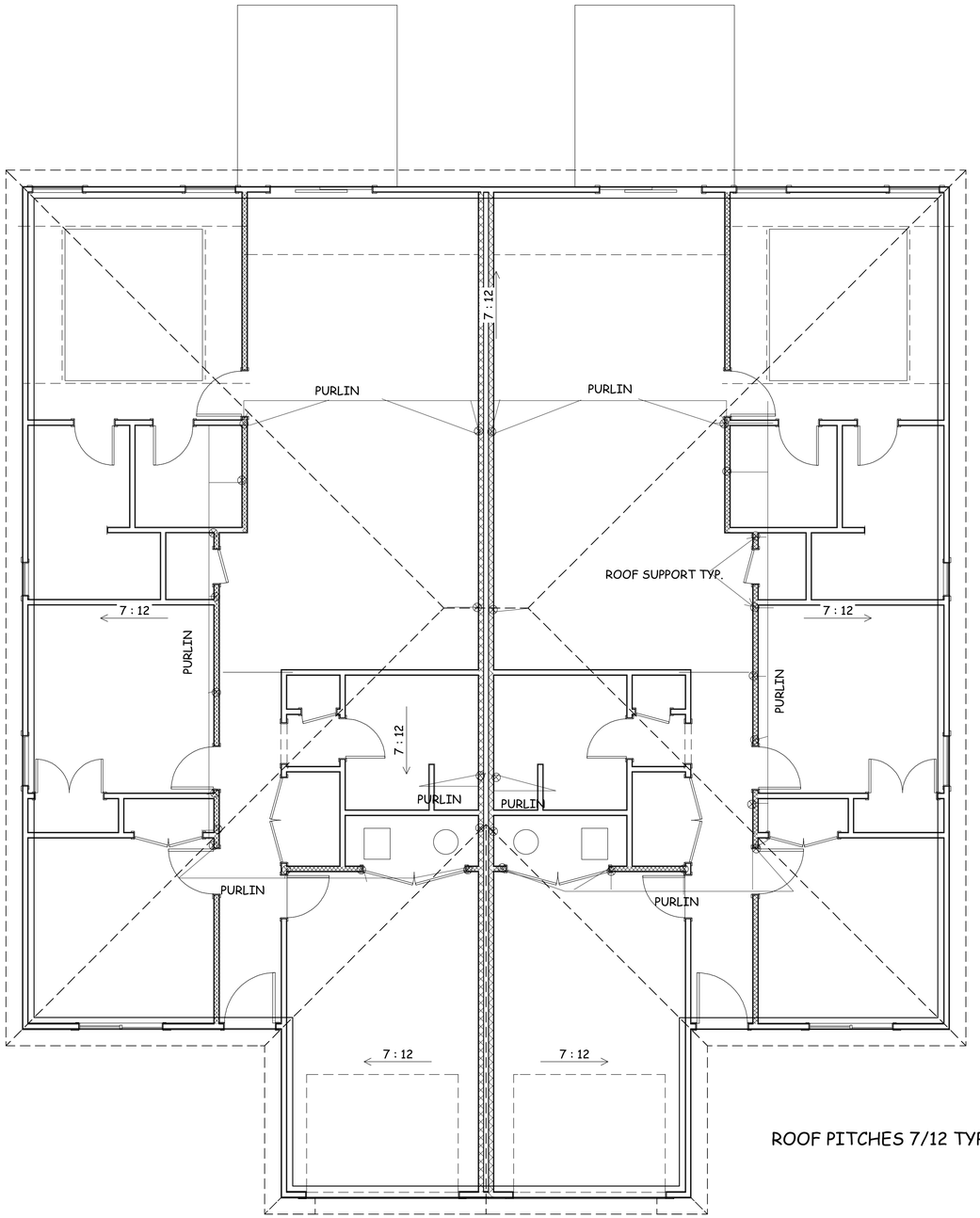
MCBEE HOMES
RANCH DUPLEX

SCALE
1/4" = 1-0

DATE
1-30-24

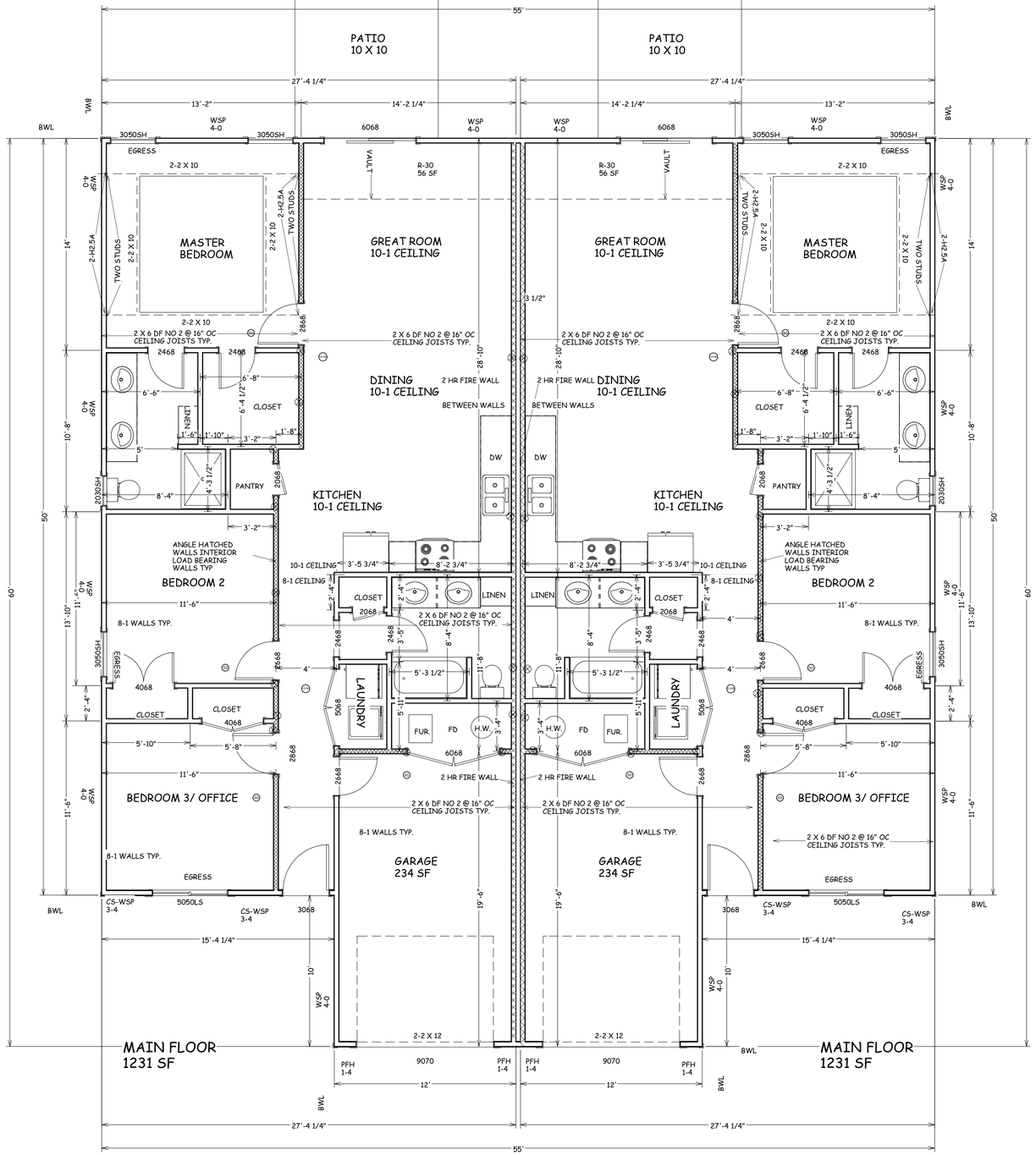
PLAN NO.
3880

SHEET NO.
2 OF 5



ROOF PITCHES 7/12 TYP.

PURLIN PLAN
RAFTERS 2 X 6 DF NO 2 @ 16" OC
HIPS AND RIDGES 2 X 8 DF NO 2
RAFTER MAX. SPAN BETWEEN SUPPORTS 14-4



BUILD IN ACCORDANCE WITH 2018
INTERNATIONAL RESIDENTIAL
CODE AND LOCAL CODES.

MCBEE HOMES
RANCH DUPLEX

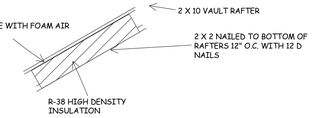
SCALE
1/4" = 1-0

DATE
1-30-24

PLAN NO.
3880

SHEET NO.
3 OF 5

VAULT INSULATION DETAIL



ENERGY CONSERVATION CODE
THE FOLLOWING VALUES ARE NEEDED.

R-15 IN WALLS

R-49 IN ATTICS

R-38 IN VAULTS
R-30 REDUCTION FOR VAULTS IS ONLY FOR 500 SF PF AREA

R-19 IN FLOORS OVER UNCONDITIONED SPACES

R-10 IN CRAWL SPACE WALLS

BASEMENT WALLS R-13 CAVITY OR R-10 CONTINOUS

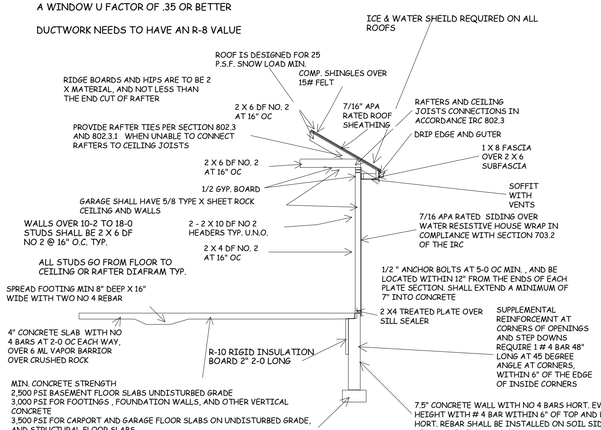
SLABS SHALL BE R-10 FOR A DEPTH OF 2 FOOT

A WINDOW U FACTOR OF .35 OR BETTER

DUCTWORK NEEDS TO HAVE AN R-8 VALUE

INTERCONNECTED HARD WIRED SMOKE DETECTORS SHALL BE INSTALLED IN EACH BEDROOM AND OUTSIDE OF EACH BEDROOM

ALL PLUMBING IF EXISITING SHALL BE CAPPED AND AIR TESTED PRIOR TO ROUGH-IN INSPECTION FOR LEAK VERIFICATION



ALL POINT LOADS SHALL HAVE A MINIMUM OF 2 STUDS UNLESS NOTED OTHERWISE

1. DWELLING / GARAGE OPENINGS BETWEEN GARAGE AND SLEEPING PURPOSES SHALL NOT BE PERMITTED. OTHER OPENINGS SHALL BE EQUIPPED WITH SOLID WOOD OR STELL DOORS NOT LESS THAN 1-3/8" THICK OR 20 MINUTE RATED DOORS, WITH SELF CLOSING DEVICES REQUIRED FOR GARAGE / DWELLING SEPERATION DOORS R302.5.1

2. WHOLE HOUSE MECHANICAL VENTILATION SYSTEM IS REQUIRED FOR ANY DWELLING IN COMPLIANCE WITH IRC M 1505

3. CARBON MONOXIDE DETECTORS REQUIRED IRC R 315

4. STEEL COLUMNS SHALL BE MINIMUM SCHEDULE 40 R407.3

5. DECK SHALL BE BUILT PER TABLES 507.2 , 507.2.1, 507.3, 507.6, 507.5.1(1)&(2), 507.5, AND 507.6

6. STUDS SHALL BE CONTINUOUS BETWEEN FLOOR, CEILING AND OR ROOF DIAPHRAGMS R602.3

7. ADDED REQUIREMENTS FOR WINDOW FALL PROTECTION R312.2

8. NEW PROVISIONS FOR ATTACHMENT OF RAFTERS, TRUSSES AND ROOF BEAMS R802.3.1, R802.11

9. INSULATION REQUIRED FOR ALL BASEMENT WALLS (INCLUDING UNFINISHED BASEMENTS) N1102.1

10. EXTERIOR WINDOWS/DOORS SHALL HAVE U-FACTOR 0.35 AND GLAZING SHALL HAVE SOLAR HEIGHT GAIN FACTOR OF 0.40 N1102.1

11. HOUSE LEAKAGE AND DUCT LEAKAGE PERFORMANCE STANDARDS EFFECTIVE JANUARY 1, 2014. A SAMPLE TESTING PROGRAM WILL BE IMPLEMENTED OCTOBER 1, 2012 KCBRC N1102.4.1.2 N1103.2.2

12. LIGHTING FIXTURES PENETRATING THE THERMAL ENVELOPE (E.G. CAN LIGHTS IN ATTIC) SHALL BE IC- RATED, LEAKAGE- RATED AND SEALED TO THE GYPSUM WALLBOARD N1102.4.4

13.PROGRAMMABLE THERMOSTAT REQUIRED N1103.1.1

14. AIR HANDLERS SHALL BE RATED FOR MAXIMUM 2 % AIR LEAKAGE RATE N1103.2.2.1

15. BUILDING CAVITIES USED AS RETURN AIR PLENUMS SHALL BE SEALED TO PREVENT LEAKAGE ACROSS THE THERMAL ENVELOPE KCBRC N1103.2.2

16. CERTAIN HOT WATER PIPES SHALL BE INSULATED N1103.4

17. ALL EXHAUST FANS SHALL TERMINATE TO THE BUILDING EXTERIOR M1507.2

18. MAKEUP AIR SYSTEM REQUIRED FOR KITHCHEN EXHAUST HOODS THAT EXCEED 400 CFM M1503.4

19. BUILDING CAVITIES IN A THERMAL ENVELOPE WALL (INCLUDING THE WALL BETWEEN THE HOUSE AND GARAGE) SHALL NOT BE USED AS RETURN AIR PLENUMS

20. AN AIR HANDLING SYSTEM SHALL NOT SERVE BOTH THE LIVING SPACE AND THE GARAGE M1601.6

21. A CONCRETE- ENCASED GROUNDING ELECTRODE ('UFER' GROUND) CONNECTION SHALL BE PROVIDED TO THE ELECTRICAL SERVICE E3608.1

22. COMPLIANCE WITH THE REQUIRMENT AND SHOW CONNECTION AS NEEDED FOR ROOF BEAM, TRUS, RAFTER, AND GIRDER CONNECTION FOR UPLIFT PER IRC 802.11. ALL RAFTERS BE IN COMPLIANCE WITH IRC 502.11 AMENDED RAYMORE CODE

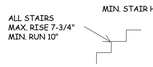
ALL CONCRETE EXPOSED TO WEATHER GARAGE SLABS FOOTINGS WALLS AND FLATWORK MUST HAVE 6% AIR ENTRAINMENT

PIER PADS

TYP. U.N.O. 3-0 X 3-0 X 12" PEIR PADS MIN. WITH # 4 REBAR, 6 EACH WAY

STUDS OVER 10-0 SHALL HAVE BLOCKING ALONG WALL MAX OF 6-0 O.C.

OVERHEAD GARAGE DOORS MUST MEET DASMA 115 MPH OR IRC 2018 REQUIRMENTS



TYPICAL WALL SECTION

WINDOW SAFETY GLAZING PER 308

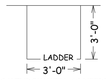
SAFETY GLAZING REQUIRED ALONG WALKING SURFACES AND STAIRS LOCATED WITHIN 36 INCHES HORIZONTALLY OF THE STEPS. SAFETY GLAZING REQUIRED IF EXPOSED SINGLE PANEL IS IN EXCESS OF 9 SQUARE FEET OR THE BOTTOM EDGE OF THE GLAZING IS LESS THAN 18 INCHES ABOVE THE FINISHED FLOOR.

SAFETY GLAZING REQUIRD WHERE THE NEAREST EXPOSED EDGE OF THE GLAZING IS WITHIN 24 INCHES OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60 INCHES ABOVE A WALKING SURFACE, SAFETY OR TEMPERED GLAZING IS REQUIRED.

WINDOWS ARE TO HAVE FALL PROTECTION PER IRC 312.2

WINDOW EGRESS REQUIREMENTS

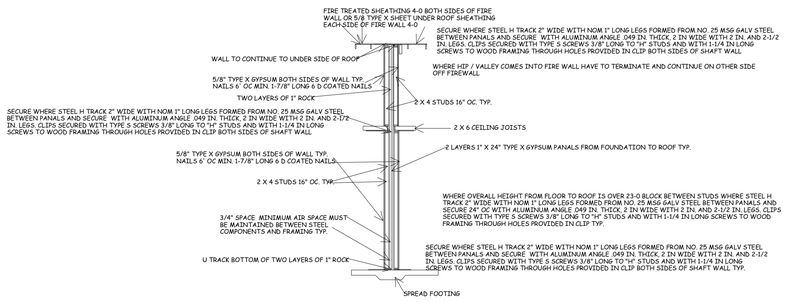
BEDROOM WINDOW EGRESS MINIMUM FOR A DOUBLE HUNG WINDOW IS 34 INCH CLEAR WIDTH MIN. AND 24 INCH CLEAR HEIGHT MIN. WITH A CLEAR OPENABLE AREA OF 5.7 SQUARE FEET MIN.
A CASEMENT OR SLIDER WINDOW MINIMUMS ARE 20 INCH CLEAR WIDTH MINIMUM AND 41 INCH CLEAR HEIGHT MINIMUM. WITH A MINIMUM 5.7 SQUARE FOOT OF OPENABLE AREA.
OPENING OF EGRESS WINDOW NOT MORE THAN 42" FROM THE FLOOR



EGRESS WINDOW WELL AS NEEDED PER SECTION 308 MIN 3-0 X 3-0 WITH LADDER

THE FIRE- RESISTANCE - RATED WALL OR ASSEMBLY SEPARATING TOWN HOMES UNITS SHALL BE CONTINUOUS FROM THE FOUNDATION TO THE UNDERSIDE OF THE ROOF SHEATHING, DECK OR SLAB. THE FIRE RESISTANCE RATING SHALL EXTEND THE FULL LENGTH OF THE WALL OR ASSEMBLY, INCLUDING WALL EXTENSIONS THROUHG AND SEPERATING ATTACHED ENCLOSED ACCESSORY STRUCTURES

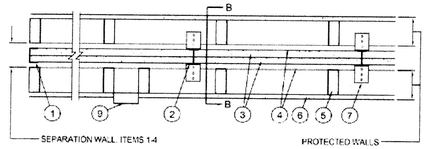
NO BEAMS OR JOISTS RUN THRU FIRE WALL EACH UNIT IS INDEPENDENT OF EACH OTHER STRUCTURALLY



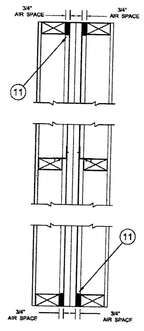
PARTY WALLS BETWEEN UNITS
2 HOUR FIRE WALL
U347 CONFIGURATION B

UL Product iQ™

BXUV.U347



CONFIGURATION C
EXPOSED TO FIRE FROM BOTH SIDES



SECTION B1-B1

SEPARATION WALL: (Non-bearing, Max Height - 66 ft - see Item 6)

1. **Steel Track —** Floor, sidewall or top wall track. Nom 2 in. wide channel shaped with nom 1 in. long legs, formed from No. 25 MSG galv steel, secured with suitable fasteners spaced 24 in. OC.

2. **Steel Studs —** "H" shaped studs formed from No. 25 MSG galv steel having an overall depth of approximately 2 in. and flange width 1-3/8 in.

3. **Gypsum Board* —** Two layers of 1 in. thick gypsum wallboard liner panels, supplied in nom 24 in. widths. Vertical edges of panels friction fit into "H" shaped studs.
NATIONAL GYPSUM CO — Types FSW, FSW-B, FSW-7, FSW-9

PROTECTED WALL: (Bearing or Nonbearing Wall, as indicated in Items 4, 4A and 4B. When Bearing, Load Restricted for Canadian Applications — See Guide BXUV7.)

4. **Air Space —** Minimum 3/4-in. air space.

5. **Wood Studs —** For Bearing or Nonbearing Wall Rating — Nom 2 by 4 in. max spacing 24 in. OC. Studs cross braced at mid-height where necessary for clip attachment. Min 3/4 in. separation between wood framing and fire separation wall. Finish rating evaluated for wood studs only.

6A. **Gypsum Board* —** As an alternate to Item 6 - Min 5/8 in. thick, min. 6 in. wide batten strips, applied on both sides of Steel Studs (Item 2) and horizontal back to back Steel Track (Item 1). Min. 5/8 in. thick, min. 3 in. wide batten strips applied on both sides of single Steel Track (Item 1) at perimeter of assembly. Batten strips secured to studs with 1-1/4 in. long Type S steel screws spaced 12 in. OC. Batten joints shall be butted tight to form a closed joint. As an option, entire sheet of gypsum board may be used in lieu of the battens. Clip placement as in item 7, 7A, 7B, or 7C.
NATIONAL GYPSUM CO — Type FSW-3, FSW, FSW-6.

9. **Non-Bearing Wall Partition Intersection —** (Optional) Wall system consisting of nominal 2 by 4 in. stud or nominal 2 by 6 in. stud. Maximum one non-bearing wall partition intersection per stud cavity.

11. **Caulking and Sealants* —** (Optional - Intended for use as an air barrier - Not evaluated as fireblocking) - A bead of sealant applied around the partition perimeter in the 3/4 in. air space between wood framing (Item 5) and shaftliner panels (Item 3) to create an air barrier.
DUPONT DE NEMOURS, INC. — Great Stuff Gaps & Cracks, Great Stuff Pro Gaps & Cracks, Great Stuff Pro Window & Door

ICP ADHESIVES & SEALANTS INC — Handi-Foam Fireblock, Handi-Foam Fireblock West, and Fast Foam Fireblock

BUILD IN ACCORDANCE WITH 2018 INTERNATIONAL RESIDENTIAL CODE AND LOCAL CODES.

MCBEE HOMES
RANCH DUPLEX

SCALE
1/4" = 1-0

DATE
1-30-24

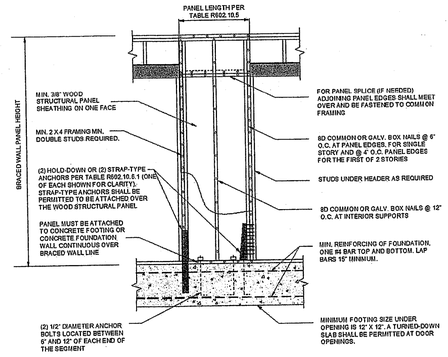
PLAN NO.
3880

SHEET NO.
4 OF 5

TABLE R602.10.3(1)
BRACING REQUIREMENTS BASED ON WIND SPEED

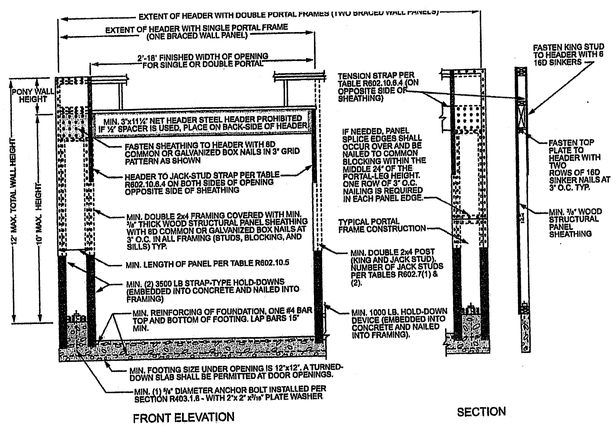
- EXPOSURE CATEGORY B
- 30-FOOT MEAN ROOF HEIGHT
- 10-FOOT WALL HEIGHT
- 2 BRACED WALL LINES

Ultimate Design Wind Speed (mph)	Story Location	Braced Wall Line Spacing[a] (feet)	MINIMUM TOTAL LENGTH (FEET) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE[b]			
			Method LIB[c]	Method GB	Methods DWB, WSP, SFB, PBS, PCP, HPS, BV-WSP, ABW, PFH, PFG, CS-SFB	Methods CS-WSP, CS-G, CS-PF
≤ 115		10	3.5	3.5	2.0	2.0
		20	6.5	6.5	3.5	3.5
		30	9.5	9.5	5.5	4.5
		40	12.5	12.5	7.0	6.0
		50	15.0	15.0	9.0	7.5
		60	18.0	18.0	10.5	9.0
		10	7.0	7.0	4.0	3.5
		20	12.5	12.5	7.5	6.5
		30	18.0	18.0	10.5	9.0
		40	23.5	23.5	13.5	11.5
		50	29.0	29.0	16.5	14.0
		60	34.5	34.5	20.0	17.0
		10	NP	10.0	6.0	5.0
		20	NP	18.5	11.0	9.0
		30	NP	27.0	15.5	13.0
		40	NP	35.0	20.0	17.0
		50	NP	43.0	24.5	21.0
		60	NP	51.0	29.0	25.0



25.4 mm.

FIGURE R602.10.6.1
METHOD ABW—ALTERNATE BRACED WALL PANEL



4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.2
METHOD PFH—PORTAL FRAME WITH HOLD-DOWNS

TABLE R602.10.4
BRACING METHODS

METHODS, MATERIAL		MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA[a]	
				Fasteners	Spacing
Intermittent Bracing Methods	LIB Let-in-bracing	1 × 4 wood or approved metal straps at 45° to 60° angles for maximum 16" stud spacing		Wood: 2-8d common nails or 3-8d (2½" long x 0.113" dia.) nails	Wood: per stud and top and bottom plates
				Metal strap: per manufacturer	Metal: per manufacturer
	DWB Diagonal wood boards	¾" (1" nominal) for maximum 24" stud spacing		2-8d (2½" long × 0.113" dia.) nails or 2 - 1¾" long staples	Per stud
	WSP Wood structural panel (See Section R604)	⅜"		Exterior sheathing per Table R602.3(3)	6" edges 12" field
				Interior sheathing per Table R602.3(1) or R602.3(2)	Varies by fastener
	BV-WSP[e] Wood structural panels with stone or masonry veneer (See Section R602.10.6.5)	⅞"	See Figure R602.10.6.5	8d common (2½" × 0.131) nails	4" at panel edges 12" at intermediate supports 4" at braced wall panel end posts
	SFB Structural fiberboard sheathing	½" or ²⁵/₃₂" for maximum 16" stud spacing		1½" long x 0.12" dia. (for ½" thick sheathing) 1¾" long × 0.12" dia. (for ²⁵/₃₂" thick sheathing) galvanized roofing nails	3" edges 6" field
	GB Gypsum board	½"		Nails or screws per Table R602.3(1) for exterior locations	For all braced wall panel locations: 7" edges (including top and bottom plates) 7" field
				Nails or screws per Table R702.3.5 for interior locations	
	PBS Particleboard sheathing (See Section R605)	½" or ½" for maximum 16" stud spacing		For ½": 6d common (2" long × 0.113" dia.) nails For ½": 8d common (2½" long × 0.131" dia.) nails	3" edges 6" field
	PCP Portland cement plaster	See Section R703.7 for maximum 16" stud spacing		1½" long, 11 gage, ⅞" dia. head nails or ⅞" long, 16 gage staples	6" o.c. on all framing members
	HPS Hardboard panel siding	⅜" for maximum 16" stud spacing		0.092" dia., 0.225" dia. head nails with length to accommodate 1½" penetration into studs	4" edges 8" field
	ABW Alternate braced wall	⅜"		See Section R602.10.6.1	See Section R602.10.6.1

TABLE R602.10.5
MINIMUM LENGTH OF BRACED WALL PANELS

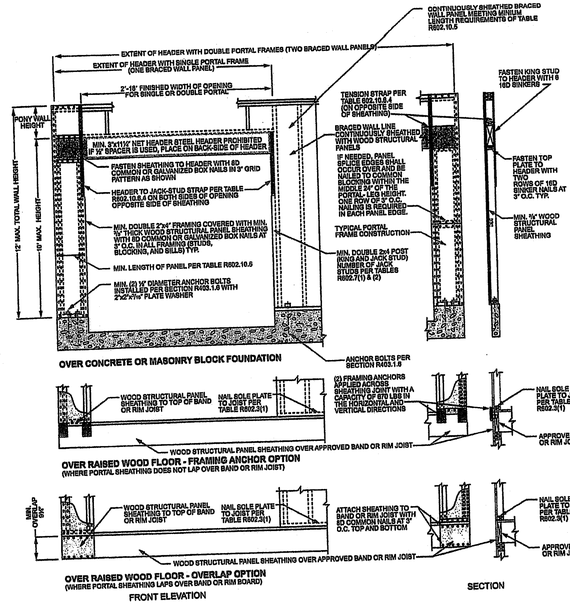
METHOD (See Table R602.10.4)		MINIMUM LENGTH[a] (inches) Wall Height					CONTRIBUTING LENGTH (inches)
		8 feet	9 feet	10 feet	11 feet	12 feet	
DWB, WSP, SFB, PBS, PCP, HPS, BV-WSP		48	48	48	53	58	Actual[b]
GB		48	48	48	53	58	Double sided = Actual Single sided = 0.5 × Actual
LIB		55	62	69	NP	NP	Actual[b]
ABW	SDC A, B and C, ultimate design wind speed < 140 mph	28	32	34	38	42	48
	SDC D_0, D_1 and D_2, ultimate design wind speed < 140 mph	32	32	34	NP	NP	
CS-G		24	27	30	33	36	Actual[b]
CS-WSP, CS-SFB	Adjacent clear opening height (inches)						
	≤ 64	24	27	30	33	36	Actual[b]
	68	26	27	30	33	36	
	72	27	27	30	33	36	
	76	30	29	30	33	36	
	80	32	30	30	33	36	
	84	35	32	32	33	36	
	88	38	35	33	33	36	
	92	43	37	35	35	36	
	96	48	41	38	36	36	
	100	—	44	40	38	38	
	104	—	49	43	40	39	
	108	—	54	46	43	41	
	112	—	—	50	45	43	
	116	—	—	55	48	45	
	120	—	—	60	52	48	
	124	—	—	—	56	51	
	128	—	—	—	61	54	
	132	—	—	—	66	58	
	136	—	—	—	—	62	
	140	—	—	—	—	65	
	144	—	—	—	—	72	
METHOD (See Table R602.10.4)		Portal header height 8 feet	9 feet	10 feet	11 feet	12 feet	
PFH	Supporting roof only	16	16	16	Note c	Note c	48
	Supporting one story and roof	24	24	24	Note c	Note c	
PFG		24	27	30	Note d	Note d	1.5 × Actual[b]
CS-PF	SDC A, B and C	16	18	20	Note e	Note e	1.5 × Actual[b]
	SDC D_0, D_1 and D_2	16	18	20	Note e	Note e	Actual[b]

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s.
NP = Not Permitted.
a. Linear interpolation shall be permitted.
b. Use the actual length where it is greater than or equal to the minimum length.
c. Maximum header height for PFH is 10 feet in accordance with Figure R602.10.6.2, but wall height shall be permitted to be increased to 12 feet with pony wall.
d. Maximum header height for PFG is 10 feet in accordance with Figure R602.10.6.3, but wall height shall be permitted to be increased to 12 feet with pony wall.
e. Maximum header height for CS-PF is 10 feet in accordance with Figure R602.10.6.4, but wall height shall be permitted to be increased to 12 feet with pony wall.

TABLE R602.10.4—continued
BRACING METHODS

METHODS, MATERIAL		MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA[a]	
				Fasteners	Spacing
Intermittent Bracing Methods	PFH Portal frame with hold-downs	⅜"		See Section R602.10.6.2	See Section R602.10.6.2
	PFG Portal frame at garage	7/16"		See Section R602.10.6.3	See Section R602.10.6.3
Continuous Sheathing Methods	CS-WSP Continuously sheathed wood structural panel	⅜"		Exterior sheathing per Table R602.3(3)	6" edges 12" field
				Interior sheathing per Table R602.3(1) or R602.3(2)	Varies by fastener
	CS-G[d,e] Continuously sheathed wood structural panel adjacent to garage openings	⅜"		See Method CS-WSP	See Method CS-WSP
	CS-PF[c] Continuously sheathed portal frame	7/16"		See Section R602.10.6.4	See Section R602.10.6.4
	CS-SFB[d] Continuously sheathed structural fiberboard	½" or ²⁵/₃₂" for maximum 16" stud spacing		1½" long x 0.12" dia. (for ½" thick sheathing) 1¾" long x 0.12" dia. (for ²⁵/₃₂" thick sheathing) galvanized roofing nails	3" edges 6" field

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 degree = 0.0175 rad, 1 pound per square foot = 47.8 N/m², 1 mile per hour = 0.447 m/s.
a. Adhesive attachment of wall sheathing, including Method GB, shall not be permitted in Seismic Design Categories C, D_0, D_1 and D_2.
b. Applies to panels next to garage door opening where supporting gable end wall or roof load only. Shall only be used on one wall of the garage. In Seismic Design Categories D_0, D_1 and D_2 roof covering dead load shall not exceed 3 psf.
c. Garage openings adjacent to a Method CS-G panel shall be provided with a header in accordance with Table R602.7(1). A full-height clear opening shall not be permitted adjacent to a Method CS-G panel.
d. Method CS-SFB does not apply in Seismic Design Categories D_0, D_1 and D_2.
e. Method applies to detached one- and two-family dwellings in Seismic Design Categories D_0 through D_2 only.



²or SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.4
METHOD CS-PF—CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION

BRACE WALL DETAILS
WIND SPEED 115 MPH
WIND EXPOSURE A
SEISMIC DESIGN CAEGORY A

BUILD IN ACCORDANCE WITH 2018 INTERNATIONAL RESIDENTIAL CODE AND LOCAL CODES.

MCBEE HOMES
RANCH DUPLEX

SLAB PLAN

SCALE
1/4" = 1-0

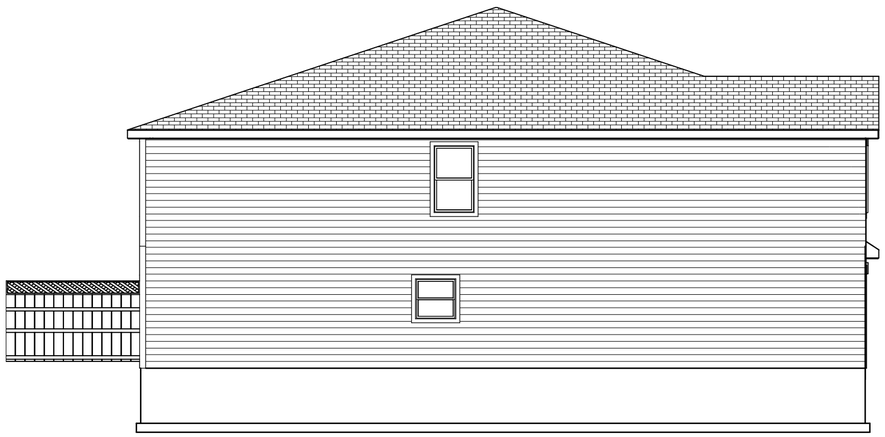
DATE
1-30-24

PLAN NO.
3880

SHEET NO.
5 OF 5

FRONT EL.

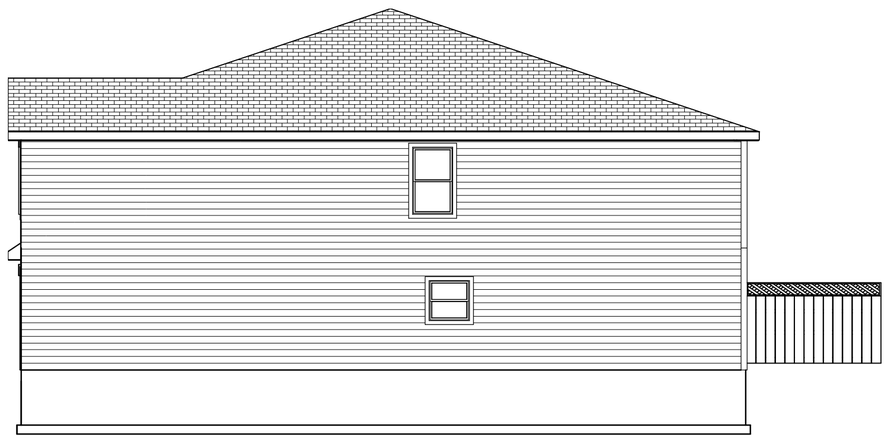
FRONT EL.
VINYL SIDING AND STONE



LEFT EL.
1/8 = 1-0

RATED 4-0 FIRE RETARDANT TREATED
PLYWOOD MUST BE CONTINUED THRU
SOFFITS/ OVERHANGS AT FRONT AND REAR

REAR EL.
1/8 = 1-0



RIGHT EL.
1/8 = 1-0

3 SIDES VINYL SIDING

BUILD IN ACCORDANCE WITH
2018 INTERNATIONAL
RESIDENTIAL CODE AND
LOCAL CODES.

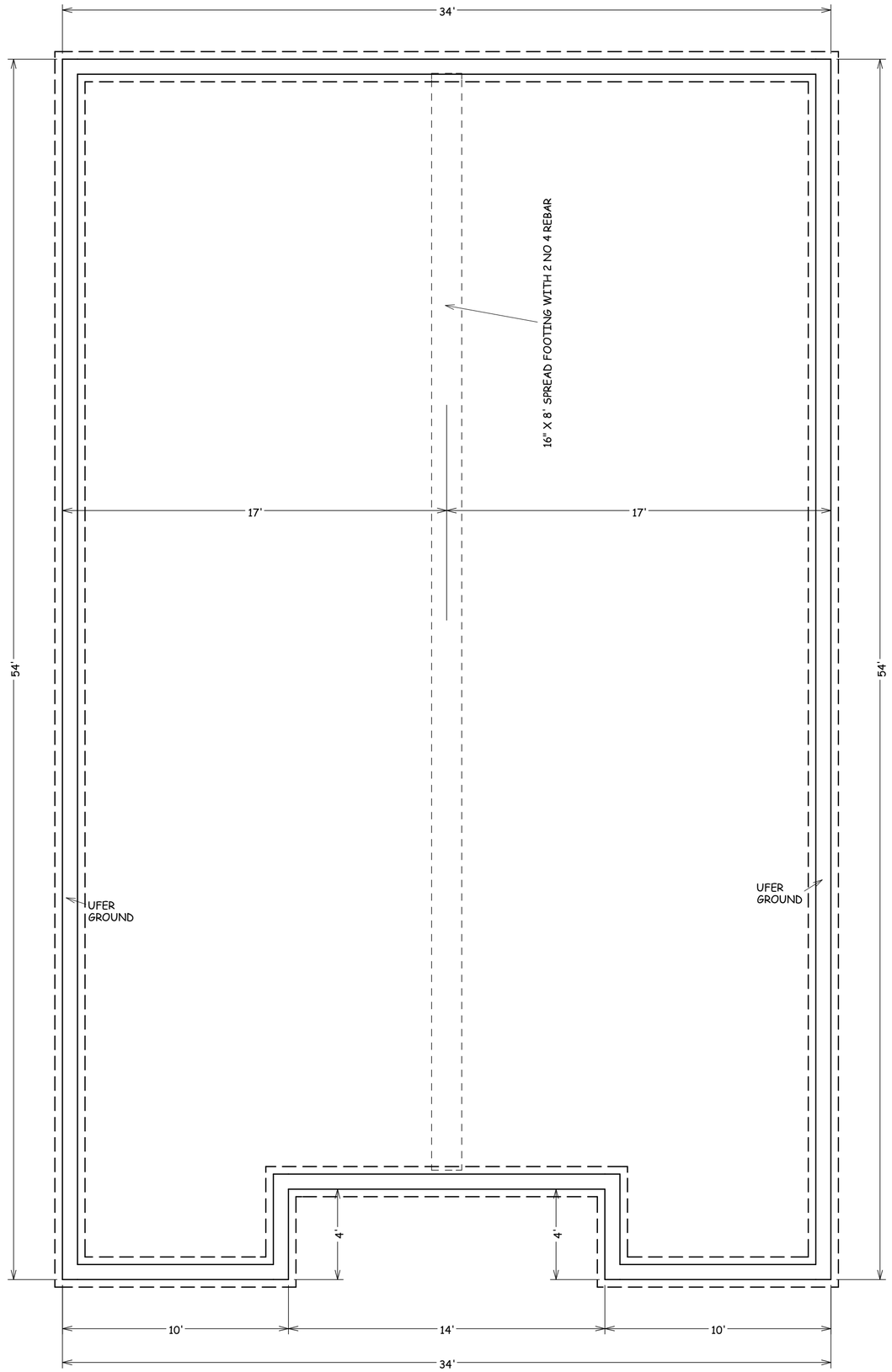
MCBEE ACRES
2 STORY DUPLEX

SCALE
1/4" = 1-0

DATE
1-30-24

PLAN NO.
3874

SHEET NO.
1 OF 8



FOUNDATION PLAN

BUILD IN ACCORDANCE WITH
2018 INTERNATIONAL
RESIDENTIAL CODE AND
LOCAL CODES.

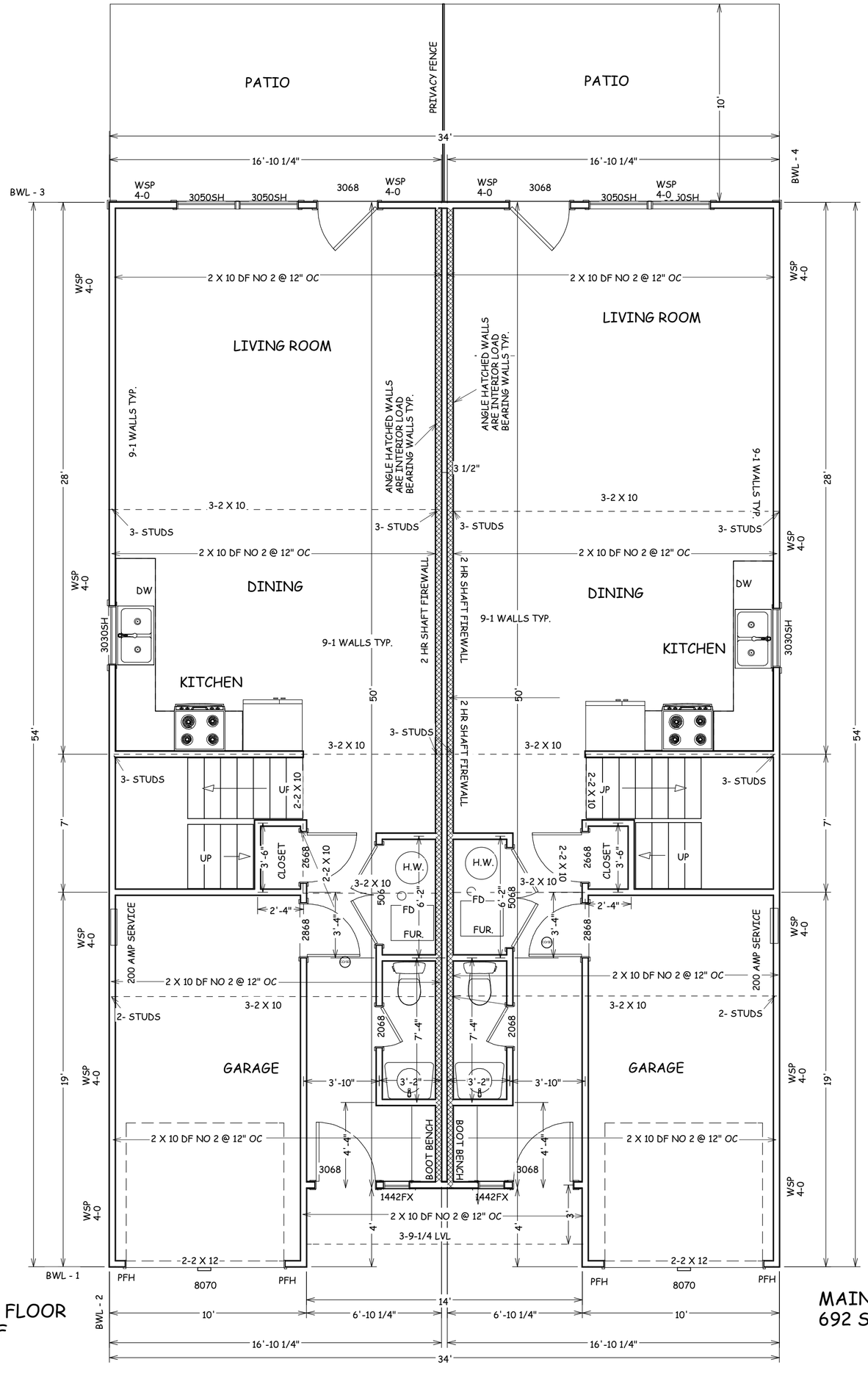
MCBEE ACRES
2 STORY DUPLEX

SCALE
1/4" = 1-0

DATE
1-30-24

PLAN NO.
3874

SHEET NO.
2 OF 8



MAIN FLOOR
692 SF

MAIN FLOOR
692 SF

BUILD IN ACCORDANCE WITH
2018 INTERNATIONAL
RESIDENTIAL CODE AND
LOCAL CODES.

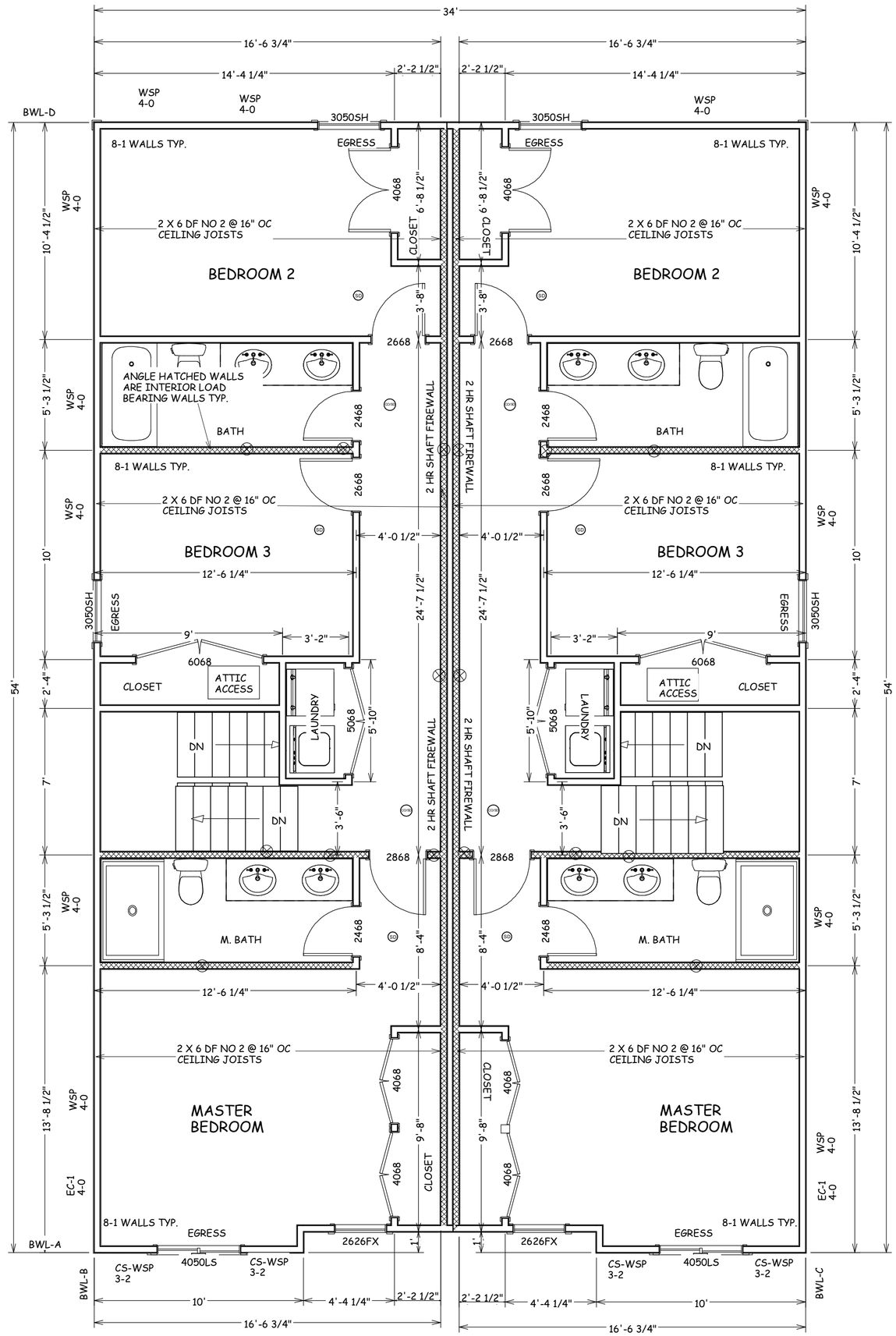
MCBEE ACRES
2 STORY DUPLEX

SCALE
1/4" = 1-0

DATE
1-30-24

PLAN NO.
3874

SHEET NO.
3 OF 8



SECOND FLOOR
835 SF

SECOND FLOOR
835 SF

BUILD IN ACCORDANCE WITH
2018 INTERNATIONAL
RESIDENTIAL CODE AND
LOCAL CODES.

MCBEE ACRES
2 STORY DUPLEX

SCALE
1/4" = 1-0

DATE
1-30-24

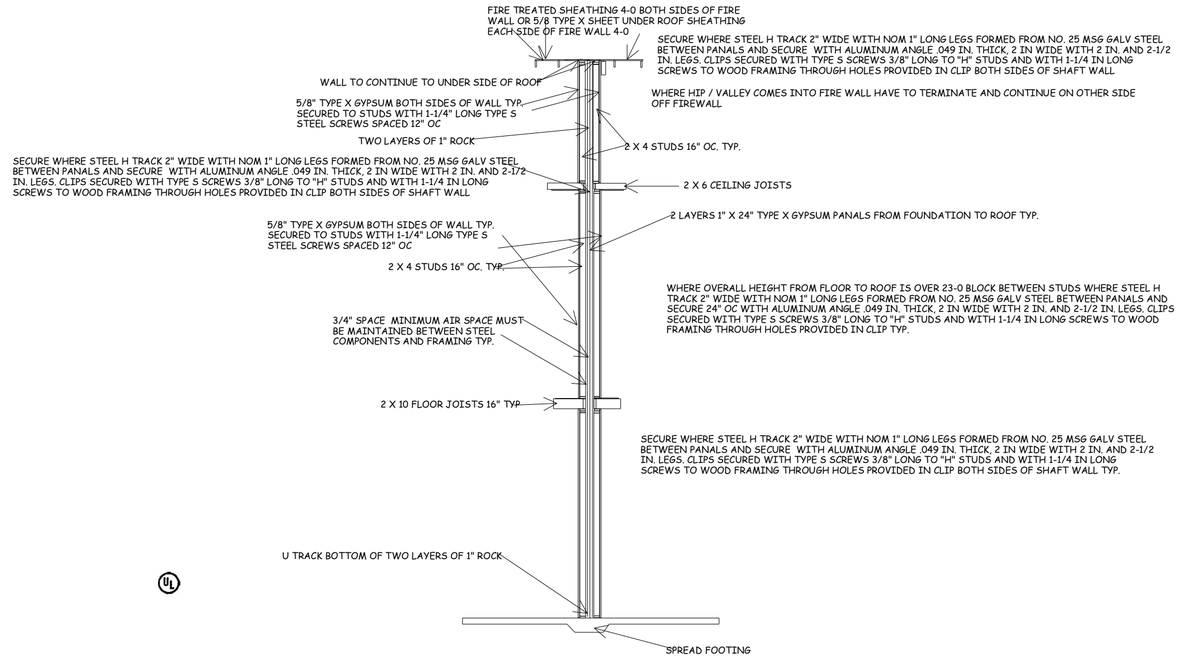
PLAN NO.
3874

SHEET NO.
4 OF 8

SOFFITS TO HAVE A 1 HR FIRE RESISTANCE RATING ON THE UNDERSIDE WHEN LOCATED BETWEEN 2 AND 5 FEET FROM A REAL OR IMAGINARY PROPERTY LINE WHERE NEEDED 5/8" TYPE X SHEET ROCK ON THE UNDER SIDE OF 2 X 4 @ 16" O.C. SOFFIT SUPPORT

THE FIRE- RESISTANCE - RATED WALL OR ASSEMBLY SEPARATING BUILDINGS SHALL BE CONTINUOUS FROM THE FOUNDATION TO THE UNDERSIDE OF THE ROOF SHEATHING, DECK OR SLAB. THE FIRE RESISTANCE RATING SHALL EXTEND THE FULL LENGTH OF THE WALL OR ASSEMBLY, INCLUDING WALL EXTENSIONS THROUHG AND SEPERATING ATTACHED ENCLOSED ACCESSORY STRUCTURES

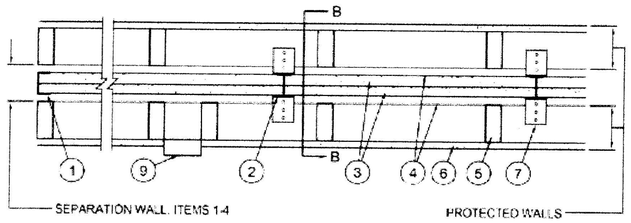
NO BEAMS OR JOISTS RUN THRU FIRE WALL EACH UNIT IS INDEPENDENT OF EACH OTHER STRUCTURALLY



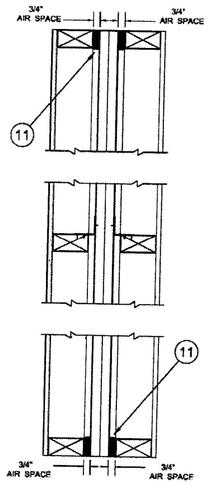
U347 CONFIGURATION B
PARTY WALLS BETWEEN UNITS
2 HOUR FIRE WALL

UL Product iQ™

BXUV.U347



CONFIGURATION C
EXPOSED TO FIRE FROM EITHER SIDE



SECTION B1-B1

U347

BUILD IN ACCORDANCE WITH 2018 INTERNATIONAL RESIDENTIAL CODE AND LOCAL CODES.

MCBEE ACRES
2 STORY DUPLEX

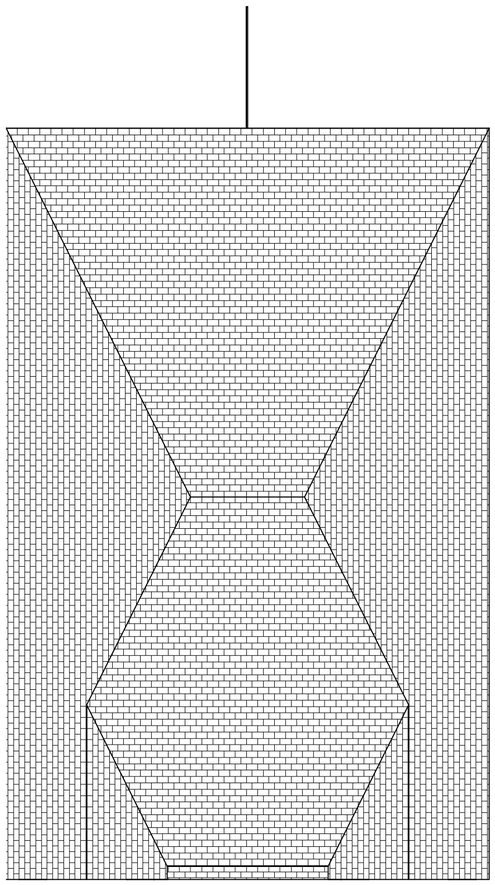
SCALE
1/4" = 1-0

DATE
1-30-24

PLAN NO.
3874

SHEET NO.
5 OF 8

RATED 4-0 FIRE RETARDANT TREATED
PLYWOOD MUST BE CONTINUED THRU
SOFFITS/ OVERHANGS AT FRONT AND REAR



RATED 4-0 FIRE RETARDANT TREATED
PLYWOOD MUST BE CONTINUED THRU
SOFFITS/ OVERHANGS AT FRONT AND REAR

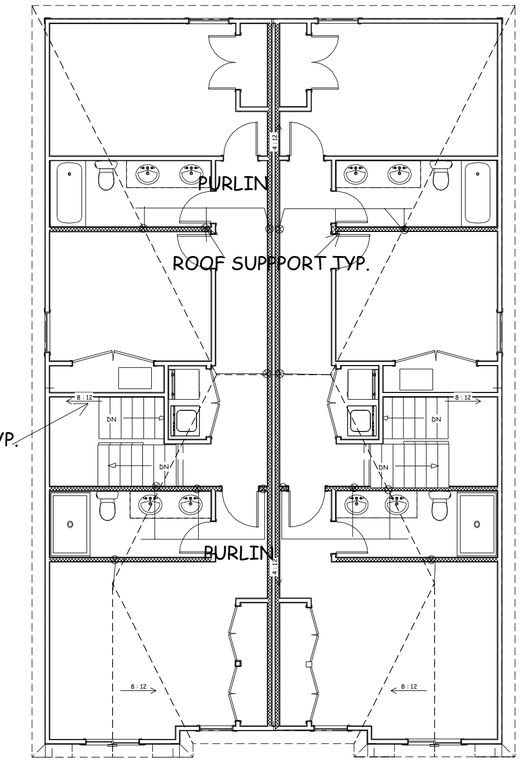
ROOF PLAN
1/8 = 1-0
RAFTERS 2 X 6 DF NO 2 @ 16" O.C.
HIPS AND RIDGES 2 X 8 DF NO 2 U.N.O.
ROOF PITCHES SIDE TO SIDE 8/12
ROOF PITCHES FRONT TO BACK 4/12 U.N.O.

COMPOSITION SHINGLES TYP.

12" SOFFITS TYP.

MAX. RAFTER SPAN 14-4
2 X 6 DF NO 2 @ 16" OC

RAFTER DIRECTION TYP.



PURLIN PLAN SECOND FLOOR
NO PURLINS NEEDED MAIN FLOOR
1/8 = 1-0
RAFTERS 2 X 6 DF NO 2 @ 16" O.C.
HIPS AND RIDGES 2 X 8 DF NO 2

BUILD IN ACCORDANCE WITH
2018 INTERNATIONAL
RESIDENTIAL CODE AND
LOCAL CODES.

MCBEE ACRES
2 STORY DUPLEX

SCALE
1/4" = 1-0

DATE
1-30-24

PLAN NO.
3874

SHEET NO.
6 OF 8

INSULATION VALUES
THE FOLLOWING VALUES ARE NEEDED.

R-13 IN WALLS

R-49 IN ATTICS

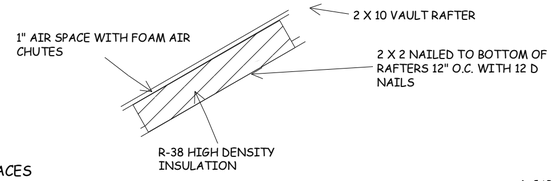
R-19 IN FLOORS OVER UNCONDITIONED SPACES

R-10 IN CRAWL SPACE WALLS

A WINDOW U FACTOR OF .35 OR BETTER AND .40 OR BETTER SHGC

DUCTWORK NEEDS TO HAVE AN R-8 VALUE

VAULT INSULATION DETAIL



NOTE COMPLIANCE WITH THE REQUIREMENTAS NEEDED FOR ROOF BEAM, TRUSS, RAFTERS, AND GIRDER CONNECTION FOR UPLIFT PER IRC 802.11

1. CARBON MONOXIDE DETECTORS REQUIRED R315 CM ON PLAN

2. STEEL COLUMNS SHALL BE MINIMUM SCHEDULE 40 R407.3

3. DECK LEDGER ATTACHMENT TO HOUSE SHALL BE PER TABLES 507.2 AND 507.2.1

4. STUDS SHALL BE CONTINUOUS BETWEEN FLOOR, CEILING AND OR ROOF DIAPHRAGMS R602.3

5. ANY STUD OVER 10-0 SHALL BE 2 X 6 DF NO 2

6. EXTERIOR WINDOWS/DOORS SHALL HAVE U-FACTOR 0.35 AND GLAZING SHALL HAVE SOLAR HEIGHT GAIN FACTOR OF 0.40 N1102.1

7. GFCIs, AFCIs AND TAMPER- RESISTANT DEVICES SHALL BE INTALLED PER IRC E 3902 & NEC ARTICLE 460.12

8. A CONCRETE- ENCASED GROUNDING ELECTRODE ('UFER' GROUND) CONNECTION SHALL BE PROVIDED TO THE ELECTRICAL SERVICE PER NEC 250.52 & E 3608.1.2

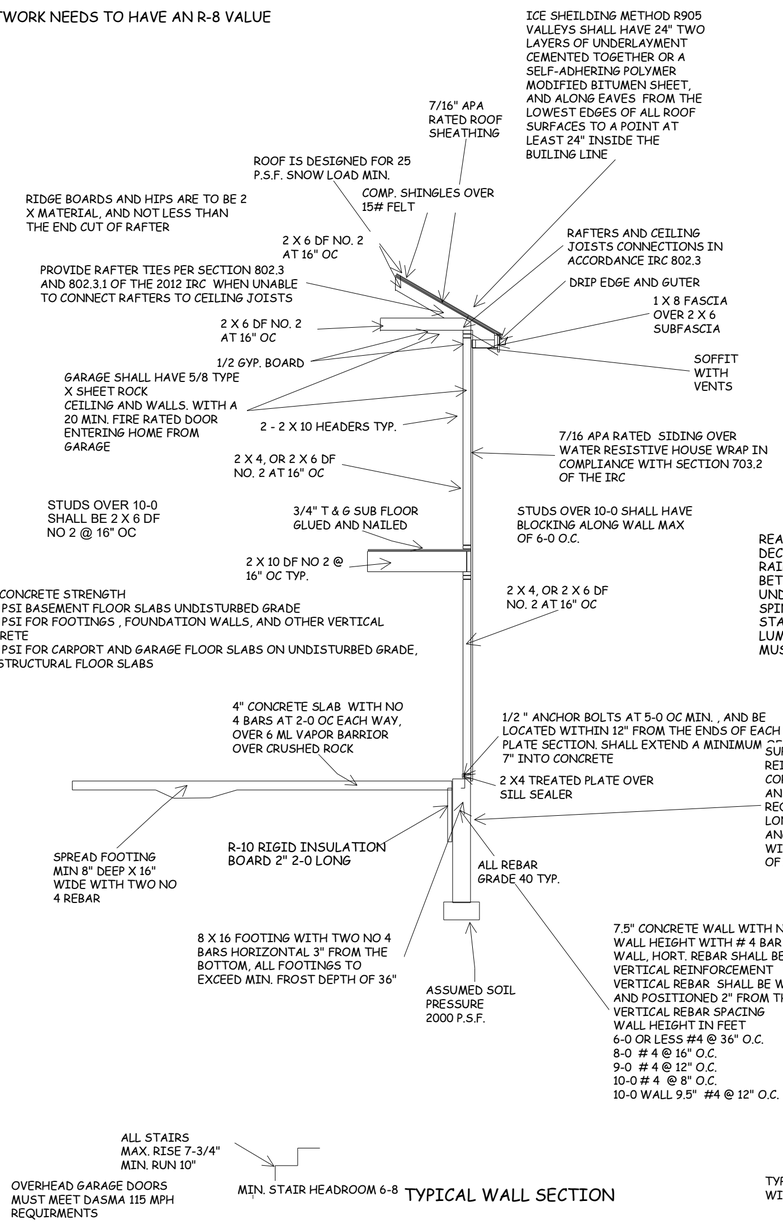
9. PURLIN SUPPORTS SHALL BE 2-2 X 6 DF NO 2 NAILED TO MAKE A T

10. EXHAUST FANS IN THE BATHROOMS AND TOILET AREA

11. DOOR BETWEEN GARAGE AND HOUSE WILL BE SELF CLOSING

12. ALL FANS WILL BE INSTALLED TO MEET THE REQUIREMENTS OF THE 2018 IRC
EXHAUST FANS WILL BE IN ALL TOILET ROOMS AND IN THE KITCHEN

13. WIND LOAD HAS BEEN INCREASED TO 115 MPH



TYPICAL WALL SECTION

REAR DECK DETAILS
DECKING 2 X 6 TREATED
RAILING MIN HEIGHT 36" ABOVE DECK, WITH 6 X 6 MAX DI
BETWEEN POSTS 8-0, WITH 2 X 6 FLAT TOP RAIL, THEN 2 X
UNDER 2 X 6, AND 2 X 4 ON EDGE 1-1/2" FROM DECK, WITH
SPINDALS MAX DISTANCE BETWEEN SPINDALS 3"
STAIR MAX WIDTH 4-0, MIN 3 STRINGERS CUT OUT OF 2 X
LUMBER, MAX RISE 7-3/4" PER STEP AND 10" MIN RUN PER S
MUST HAVE KICKERS

PIER PADS
TYP. U.N.O. 3-0 X 3-0 X 12" PEIR PADS MIN.
WITH NO 4 REBAR 6 EACH WAY

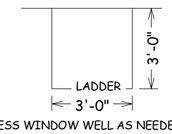
WINDOW SAFETY GLAZING PER 308

SAFETY GLAZING REQUIRED ALONG WALKING SURFACES AND STAIRS LOCATED WITHIN 36 INCHES HORIZONTALLY OF THE STEPS. SAFETY GLAZING REQUIRED IF EXPOSED SINGLE PANEL IS IN EXCESS OF 9 SQUARE FEET OR THE BOTTOM EDGE OF THE GLAZING IS LESS THAN 18 INCHES ABOVE THE FINISHED FLOOR.

SAFETY GLAZING REQUIRD WHERE THE NEAREST EXPOSED EDGE OF THE GLAZING IS WITHIN 24 INCHES OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60 INCHES ABOVE A WALKING SURFACE, SAFETY OR TEMPERED GLAZING IS REQUIRED.

WINDOW EGRESS REQUIREMENTS

BEDROOM WINDOW EGRESS MINIMUM FOR A DOUBLE HUNG WINDOW IS 34 INCH CLEAR WIDTH MIN. AND 24 INCH CLEAR HEIGHT MIN. WITH A CLEAR OPENABLE AREA OF 5.7 SQUARE FEET MIN.
A CASEMENT OR SLIDER WINDOW MINIMUMS ARE 20 INCH CLEAR WIDTH MINIMUM AND 41 INCH CLEAR HEIGHT MINIMUM. WITH A MINIMUM 5.7 SQUARE FOOT OF OPENABLE AREA.
OPENING OF EGRESS WINDOW NOT MORE THAN 42" FROM THE FLOOR



EGRESS WINDOW WELL AS NEEDED PER SECTION 308 MIN 3-0 X 3-0 WITH LADDER

NOTE: ANY WINDOW WITH THE LOWEST LEVEL OF CLEAR OPENING BEING MORE THAN 6' FROM THE OUTSIDE TERRIAN AND 24" FROM THE FINISHED FLOOR INSIDE, REQUIRES WINDOW FALL PROTECTION PER SECTION 312.2.1 AND 312.2.2

BUILD IN ACCORDANCE WITH 2018 INTERNATIONAL RESIDENTIAL CODE AND LOCAL CODES.

MCBEE ACRES
2 STORY DUPLEX

SCALE
1/4" = 1-0

DATE
1-30-24

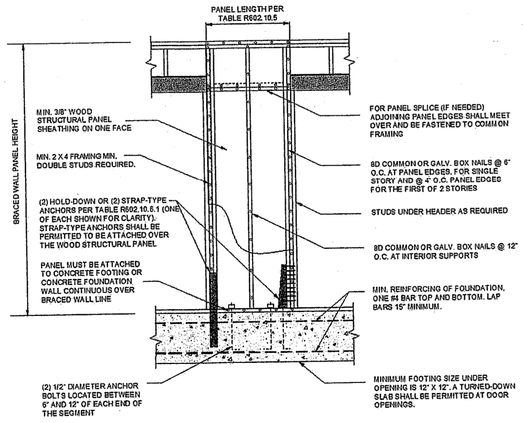
PLAN NO.
3874

SHEET NO.
7 OF 8

TABLE R602.10.3(1)
BRACING REQUIREMENTS BASED ON WIND SPEED

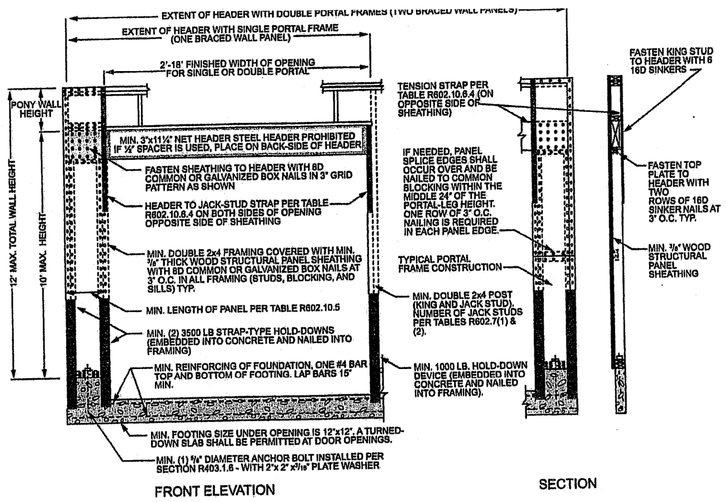
- EXPOSURE CATEGORY B
- 30-FOOT MEAN ROOF HEIGHT
- 10-FOOT WALL HEIGHT
- 2 BRACED WALL LINES

Ultimate Design Wind Speed (mph)	Story Location	Braced Wall Line Spacing[a] (feet)	Minimum total length (feet) of braced wall panels required along each braced wall line[a]: Method LIB[b]	Method GB	Methods DWB, WSP, SFB, PBS, PCP, HPS, BV-WSP, ABW, PFH, PFG, CS-SFB	Methods CS-WSP, CS-G, CS-PF
≤ 115		10	3.5	3.5	2.0	2.0
		20	6.5	6.5	3.5	3.5
		30	9.5	9.5	5.5	4.5
		40	12.5	12.5	7.0	6.0
		50	15.0	15.0	9.0	7.5
		60	18.0	18.0	10.5	9.0
		10	7.0	7.0	4.0	3.5
		20	12.5	12.5	7.5	6.5
		30	18.0	18.0	10.5	9.0
		40	23.5	23.5	13.5	11.5
		50	29.0	29.0	16.5	14.0
		60	34.5	34.5	20.0	17.0
		10	NP	10.0	6.0	5.0
		20	NP	18.5	11.0	9.0
		30	NP	27.0	15.5	13.0
		40	NP	35.0	20.0	17.0
		50	NP	43.0	24.5	21.0
		60	NP	51.0	29.0	25.0



25.4 mm.

FIGURE R602.10.6.1
METHOD ABW—ALTERNATE BRACED WALL PANEL



4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.2
METHOD PFH—PORTAL FRAME WITH HOLD-DOWNS

TABLE R602.10.4
BRACING METHODS

Methods, Material		Minimum Thickness	Figure	Connection Criteria[a]: Fasteners	Connection Criteria[a]: Spacing
Intermittent Bracing Methods	**LIB** Let-in-bracing	1 × 4 wood or approved metal straps at 45° to 60° angles for maximum 16" stud spacing		Wood: 2-8d common nails or 3-8d (2½" long x 0.113" dia.) nails	Wood: per stud and top and bottom plates
				Metal strap: per manufacturer	Metal: per manufacturer
	DWB Diagonal wood boards	¾" (1" nominal) for maximum 24" stud spacing		2-8d (2½" long × 0.113" dia.) nails or 2 - 1¾" long staples	Per stud
	WSP Wood structural panel (See Section R604)	⅜"		Exterior sheathing per Table R602.3(3)	6" edges 12" field
				Interior sheathing per Table R602.3(1) or R602.3(2)	Varies by fastener
	BV-WSP[e] Wood structural panels with stone or masonry veneer (See Section R602.10.6.5)	7/16"	See Figure R602.10.6.5	8d common (2½" × 0.131") nails	4" at panel edges 12" at intermediate supports 4" at braced wall panel end posts
	SFB Structural fiberboard sheathing	½" or 25/32" for maximum 16" stud spacing		1½" long × 0.12" dia. (for ½" thick sheathing) 1¾" long × 0.12" dia. (for 25/32" thick sheathing) galvanized roofing nails	3" edges 6" field
	GB Gypsum board	½"		Nails or screws per Table R602.3(1) for exterior locations	For all braced wall panel locations: 7" edges (including top and bottom plates) 7" field
				Nails or screws per Table R702.3.5 for interior locations	
	PBS Particleboard sheathing (See Section R605)	⅜" or ½" for maximum 16" stud spacing		For ⅜", 6d common (2" long × 0.113" dia.) nails For ½", 8d common (2½" long × 0.131" dia.) nails	3" edges 6" field
	PCP Portland cement plaster	See Section R703.7 for maximum 16" stud spacing		1½" long, 11 gage, 7/16" dia. head nails or ⅞" long, 16 gage staples	6" o.c. on all framing members
	HPS Hardboard panel siding	7/16" for maximum 16" stud spacing		0.092" dia., 0.225" dia. head nails with length to accommodate 1½" penetration into studs	4" edges 8" field
	ABW Alternate braced wall	⅜"		See Section R602.10.6.1	See Section R602.10.6.1

TABLE R602.10.4—continued
BRACING METHODS

Methods, Material		Minimum Thickness	Figure	Connection Criteria[a]: Fasteners	Connection Criteria[a]: Spacing
Intermittent Bracing Methods	**PFH** Portal frame with hold-downs	⅜"		See Section R602.10.6.2	See Section R602.10.6.2
	PFG Portal frame at garage	7/16"		See Section R602.10.6.3	See Section R602.10.6.3
Continuous Sheathing Methods	**CS-WSP** Continuously sheathed wood structural panel	⅜"		Exterior sheathing per Table R602.3(3)	6" edges 12" field
				Interior sheathing per Table R602.3(1) or R602.3(2)	Varies by fastener
	CS-G[b,c] Continuously sheathed wood structural panel adjacent to garage openings	⅜"		See Method CS-WSP	See Method CS-WSP
	CS-PF Continuously sheathed portal frame	7/16"		See Section R602.10.6.4	See Section R602.10.6.4
	CS-SFB[d] Continuously sheathed structural fiberboard	½" or 25/32" for maximum 16" stud spacing		1½" long × 0.12" dia. (for ½" thick sheathing) 1¾" long × 0.12" dia. (for 25/32" thick sheathing) galvanized roofing nails	3" edges 6" field

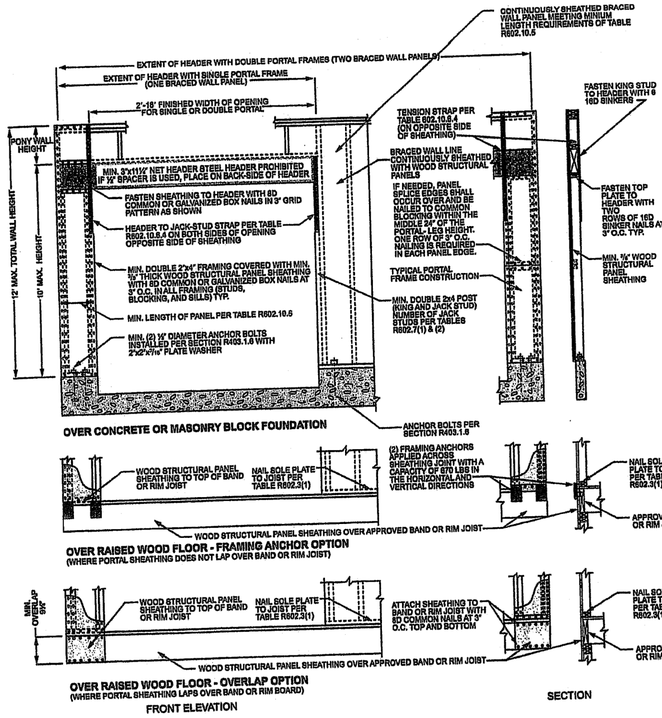
For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 degree = 0.0175 rad, 1 pound per square foot = 47.8 N/m², 1 mile per hour = 0.447 m/s.
a. Adhesive attachment of wall sheathing, including Method GB, shall not be permitted in Seismic Design Categories C, D_0, D_1 and D_2.
b. Applies to panels next to garage door opening where supporting gable end wall or roof load only. Shall only be used on one wall of the garage. In Seismic Design Categories D_0, D_1 and D_2 roof covering dead load shall not exceed 3 psf.
c. Garage openings adjacent to a Method CS-G panel shall be provided with a header in accordance with Table R602.7(1). A full-height clear opening shall not be permitted adjacent to a Method CS-G panel.
d. Method CS-SFB does not apply in Seismic Design Categories D_0, D_1 and D_2.
e. Method applies to detached one- and two-family dwellings in Seismic Design Categories D_0 through D_2 only.

TABLE R602.10.5
MINIMUM LENGTH OF BRACED WALL PANELS

Method (See Table R602.10.4)		Minimum Length[a] (inches): Wall Height 8 feet	9 feet	10 feet	11 feet	12 feet	Contributing Length (inches)
DWB, WSP, SFB, PBS, PCP, HPS, BV-WSP		48	48	48	53	58	Actual[b]
GB		48	48	48	53	58	Double sided = Actual Single sided = 0.5 × Actual
LIB		55	62	69	NP	NP	Actual[b]
ABW	SDC A, B and C, ultimate design wind speed < 140 mph	28	32	34	38	42	48
	SDC D_0, D_1 and D_2, ultimate design wind speed < 140 mph	32	32	34	NP	NP	
CS-G		24	27	30	33	36	Actual[b]
CS-WSP, CS-SFB	Adjacent clear opening height (inches)						
	≤ 64	24	27	30	33	36	Actual[b]
	68	26	27	30	33	36	
	72	27	27	30	33	36	
	76	30	29	30	33	36	
	80	32	30	30	33	36	
	84	35	32	32	33	36	
	88	38	35	33	33	36	
	92	43	37	35	35	36	
	96	48	41	38	36	36	
	100	—	44	40	38	38	
	104	—	49	43	40	39	
	108	—	54	46	43	41	
	112	—	—	50	45	43	
	116	—	—	55	48	45	
	120	—	—	60	52	48	
	124	—	—	—	56	51	
	128	—	—	—	61	54	
	132	—	—	—	66	58	
	136	—	—	—	—	62	
	140	—	—	—	—	66	
	144	—	—	—	—	72	

Method (See Table R602.10.4)		Portal header height: 8 feet	9 feet	10 feet	11 feet	12 feet	
PFH	Supporting roof only	16	16	16	Note c	Note c	48
	Supporting one story and roof	24	24	24	Note c	Note c	
PFG		24	27	30	Note d	Note d	1.5 × Actual[b]
CS-PF	SDC A, B and C	16	18	20	Note e	Note e	1.5 × Actual[b]
	SDC D_0, D_1 and D_2	16	18	20	Note e	Note e	Actual[b]

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s.
NP = Not Permitted.
a. Linear interpolation shall be permitted.
b. Use the actual length where it is greater than or equal to the minimum length.
c. Maximum header height for PFH is 10 feet in accordance with Figure R602.10.6.2, but wall height shall be permitted to be increased to 12 feet with pony wall.
d. Maximum header height for PFG is 10 feet in accordance with Figure R602.10.6.3, but wall height shall be permitted to be increased to 12 feet with pony wall.
e. Maximum header height for CS-PF is 10 feet in accordance with Figure R602.10.6.4, but wall height shall be permitted to be increased to 12 feet with pony wall.



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.4
METHOD CS-PF—CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION

BRACE WALL DETAILS
WIND SPEED 115 MPH
WIND EXPOSURE A
SEISMIC DESIGN CAEGORY A

BUILD IN ACCORDANCE WITH 2018 INTERNATIONAL RESIDENTIAL CODE AND LOCAL CODES.

MCBEE ACRES
2 STORY DUPLEX

SCALE
1/4" = 1-0

DATE
1-30-24

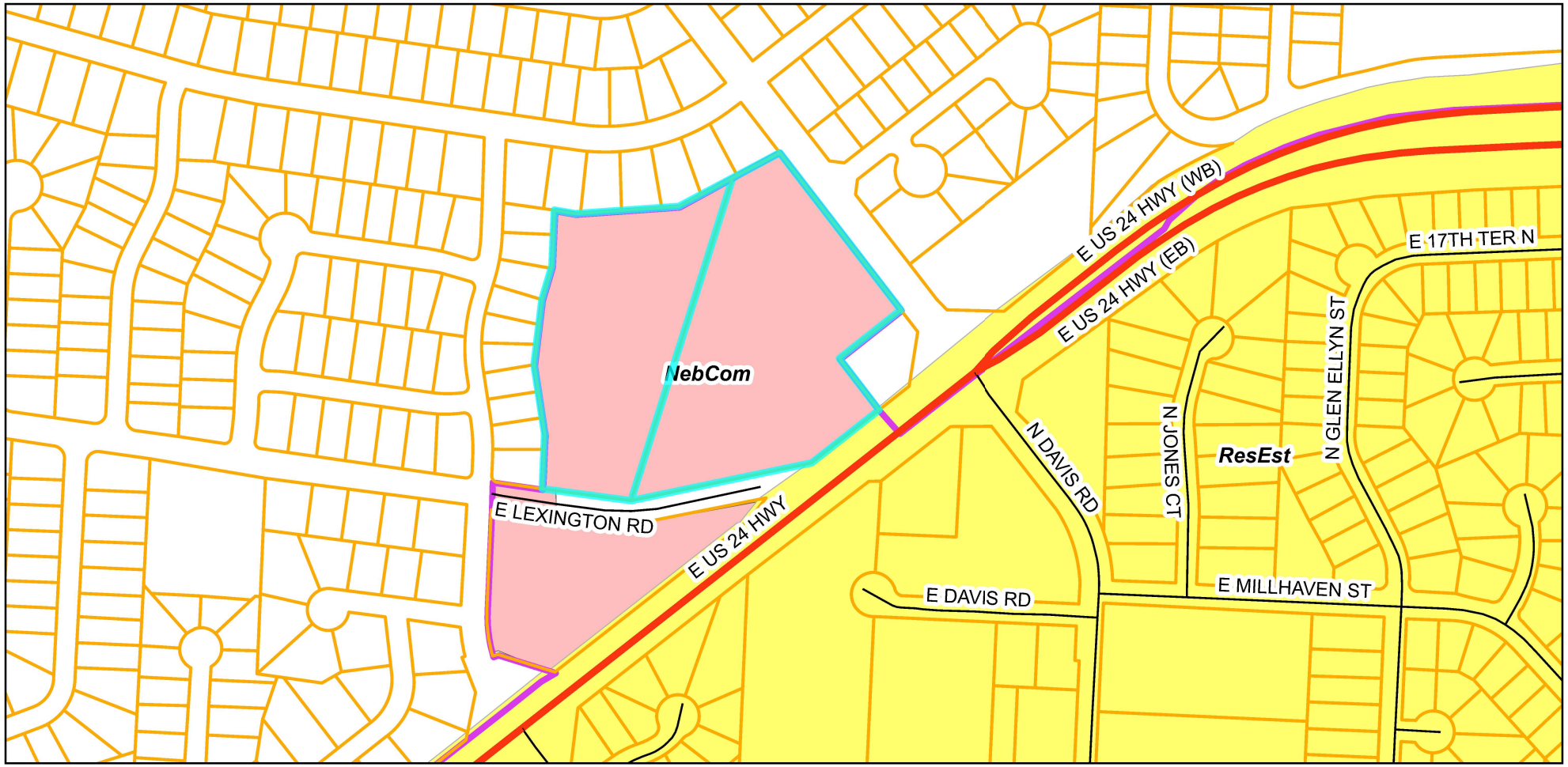
PLAN NO.
3874

SHEET NO.
8 OF 8

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Comprehensive Plan

Case #26-810-02



Legend

- Parcels
- Comprehensive Plan
  - Neighborhood Commercial
  - Residential Neighborhoods

0 250 500 1,000 US Feet

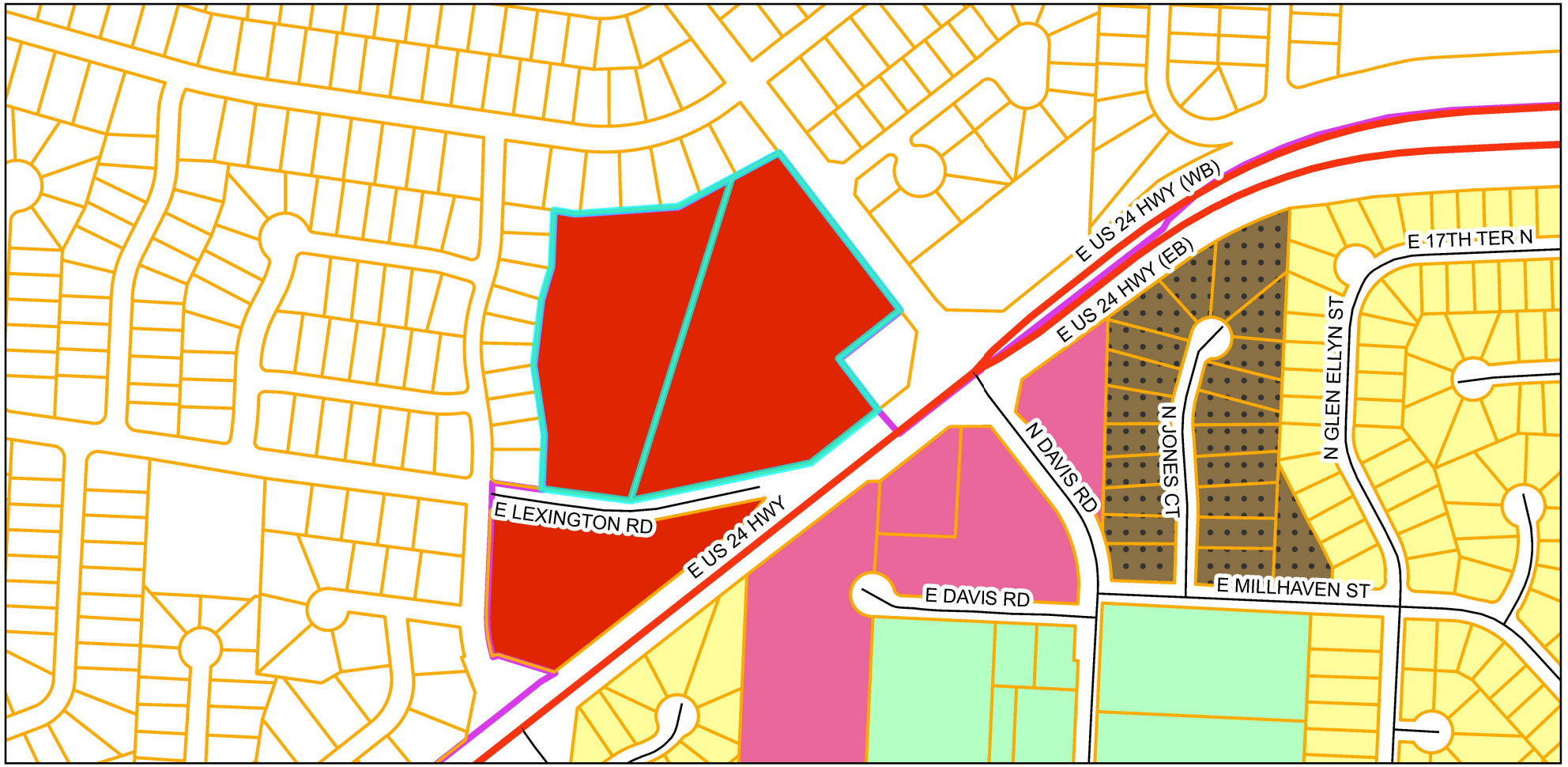
Prepared For: Planning Commission
Meeting Date: June 9, 2026

N

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Zoning Map

Case #26-810-02



Legend

Parcels

Zoning District

C-1 | C-2 | R-30/PUD | R-6 | R-A

0 250 500 1,000 US Feet

Prepared For: Planning Commission
Meeting Date: June 9, 2026

N

INDEPENDENCE
★ MISSOURI ★
A GREAT AMERICAN STORY

Planning Commission Minutes

June 9, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 6/9/2026 at 6:00 PM at 20201 E Jackson Drive, Independence, MO 64057. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull cases 26-310-01, 26-320-01 and 26-320-02 from the Consent Agenda for separate consideration.

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1. **Planning Commission Minutes – May 12, 2026**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-310-01 – Preliminary Plat – Meadowbrook Estates, Phase 2 –** A request to approve a preliminary plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that the project approval had expired for a second time and that the applicant was requesting new approval.

Jack Murphy, 3215 Juanita Drive, Buckner, Missouri, stated that there were no changes to the Preliminary Plat from the previous approval.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-320-01 – Final Plat – Meadowbrook Estates, Phase 2 –** A request to approve a final plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-320-02 - Final Plat – Jackson Place, First Plat –** A request to approve a final plat generally located west of Jackson Drive and south of R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS & OTHER BUSINESS

Commissioner Ashbaugh requested to re-order the agenda to the following order: 26-400-63, 26-200-03, 26-100-05, 26-125-03, 26-810-01, 26-810-02, 26-320-03.

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1. **Case 26-400-63 – Short-Term Rental – 5217 S Powell Ave –** A request to operate a Short-Term Rental at the property.

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

Applicant Comments

Alicia Gibson, 19405 E. State Route 78, stated she is the property manager for the proposed Short-Term Rental and works with BearBNB. She explained that the property owner resides in Colorado but works in Kansas City for one to two weeks each month. During periods when the owner is in Colorado, they would like the opportunity to rent the home as a Short-Term Rental.

In response to Commissioner Nesbitt's question, Ms. Gibson stated that the garage would be available for guest use. She noted that two vehicles could park in the garage, two in the driveway, and one on the street, although on-street parking would not be preferred.

Public Comments

Jacob Potter, 5229 S. Powell Avenue, expressed concerns regarding safety, noise, and parking.

Mike Potter, 5705 W. U.S. 40 Highway, stated that he has been in business for 50 years and believes Short-Term Rentals should not be located within residential neighborhoods. He expressed concerns about potential parties at the property.

In response, Ms. Gibson stated that the owners have installed noise-monitoring devices both inside and outside the home, exceeding the City's requirement for an interior device. She explained that strict house rules will be enforced to prevent parties and that exterior cameras will alert the homeowners if more than the permitted number of guests arrive at the property. Ms. Gibson further stated that the property management company employs eight full-time staff members, ensuring someone is always available to respond to any issues that may arise.

In response to Commissioner Ashbaugh's question, Ms. Gibson stated that guests will access the home using a unique code provided at check-in.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-200-03 – Special Use Permit – 3601 S. Noland Road –** A request to approve a Special Use Permit to operate a rental car business.

Staff Presentation

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

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the proposed parking area would be located behind the strip center and would be used solely for overflow parking associated with the Avis Car Rental facility located at 3701 S. Noland Road.

Commissioner Ashbaugh asked whether Avis planned to install lighting on the site. Mr. Glaser stated that electrical permits would be required if lighting is installed in the future.

Applicant Comments

Bill Moore, 801 W. 47th Street, Kansas City, stated he is the attorney representing the applicant. Mr. Moore provided a brief history of the property and explained that Avis had experienced parking constraints at its existing location. He stated that the property owner began searching for a nearby lot that could be used for overflow vehicle storage.

Mr. Moore noted that customers would not access the overflow lot and that only Avis staff would retrieve vehicles from the site. He also stated that the applicant would like to install security lighting and that any lighting would be directed downward and away from nearby residential properties.

In response to Commissioner Nesbitt's question, Mr. Moore stated that healthy trees along the property would remain in place to provide a buffer between the parking area and adjacent residential homes. Commissioner Nesbitt requested that staff ensure any future lighting is directed toward Noland Road and away from the neighboring residences.

In response to Commissioner Ashbaugh's question regarding stormwater detention, Rick Arroyo stated that stormwater detention would not be required unless the applicant pursued future building permits. Mr. Arroyo also noted that any site lighting would be required to comply with City Code, including regulations governing light levels and fixture direction.

Marshal Blount, Kansas City, stated that the applicant had not yet determined the amount of lighting that would be necessary but would comply with all applicable City Code requirements. He added that the applicant is also considering the installation of security cameras but has not made a final decision.

Public Comments
No public comments.

Motions
Commissioner Eric Ashbaugh made a motion to add a condition that lighting be installed before the lot can be used. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case with conditions as outlined by staff and the added condition for lighting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-100-05 – Rezoning – 16523 E US 40 Hwy** – A request to rezone the property from R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General Commercial).

Staff Presentation
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments
Sebrina Johnson, 7211 Marion Avenue, Kansas City, stated that she has always enjoyed teaching and cooking. She shared fond memories of Stephenson's Apple Farm and explained her vision for the property, which includes teaching trade skills such as construction and HVAC, as well as culinary arts. Ms. Johnson stated that she also plans to incorporate urban farming to provide fresh produce. She explained that her long-term vision includes a student-led restaurant and, eventually, an event space on the property.

In response to Commissioner Nesbitt's question, Ms. Johnson stated that she has made a significant financial investment in the property and has additional funding available to support future growth and development.

Public Comments
Shane Ray, 7211 Marion Avenue, Kansas City, stated that he is Ms. Johnson's son and that the project represents a dream she has invested considerable time and effort into pursuing. He expressed his belief that the project will be a positive asset to the community by providing quality food and opportunities for individuals to learn valuable skills.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-125-03 – Rezoning/PUD – 20691 E US 24 Highway –** A request to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approving a preliminary development plan.

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

In response to Chairwoman Wiley's question, Mr. Glaser stated that New Town at Harmony is a similar type of development, although the proposed homes would be larger. He noted that City staff is confident the developer can meet all applicable engineering and design standards required by the Unified Development Ordinance.

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the setback is measured from the right-of-way line and stated that a 20-foot setback should adequately accommodate modern vehicles. Mr. Arroyo added that the developer intends for the homes to be owner-occupied.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated that long-term rentals are generally permitted within single-family residential developments. He noted that a homeowners

association may adopt covenants restricting owners from renting their homes for a specified period, such as two or three years, although such restrictions may not permanently prohibit rentals.

City Attorney Mitch Langford stated that a homeowners association may establish rules prohibiting rentals; however, enforcement of those restrictions would be the responsibility of the association and could potentially result in legal disputes.

Applicant Comments

Bryan Rahn, 1000 High Point Drive, Lee's Summit, stated that he is working with Summit Homes on the proposed development. He explained that the applicant has worked closely with City staff to address local housing needs and create attainable homeownership opportunities. Mr. Rahn stated that the goal is for the homes to be priced below $300,000 and noted that the development will include a variety of home styles and architectural designs. He added that the project is intended to provide numerous outdoor recreational opportunities for residents.

Mr. Rahn stated that the proposed development is designed to provide attainable homeownership opportunities while incorporating neighborhood amenities and attractive architectural features. He explained that, while amenities such as a clubhouse and swimming pool are not feasible at the proposed price point, the development would include outdoor recreational features, open space, walking trails, a playground, and five fitness stations located throughout the community.

Mr. Rahn presented conceptual renderings of the development, including streetscape views, housing elevations, fitness pods, and the community mail station. He explained that the development is designed to maximize open space, with much of the western portion of the subdivision remaining undeveloped. Existing City-owned stormwater management areas would be incorporated into the overall site design. He noted that the layout provides buffering from adjacent residential properties through the use of open space and roadway placement.

Mr. Rahn stated that the development would include a one-mile trail system utilizing sidewalks and trails throughout the community. He emphasized the goal of creating an attractive neighborhood while maintaining housing affordability.

The applicant also presented examples of the proposed home designs and explained that the development would include a variety of architectural styles, materials, and color schemes to create visual diversity throughout the neighborhood. He stated that the project is intended as a for-sale community focused on homeownership opportunities.

In response to Chairwoman Wiley's question regarding housing options, Mr. Rahn stated that the development would include numerous home designs and elevations. While many of the homes share similar footprints, the project includes a variety of architectural styles and building configurations, including some three-story models. He explained that the design team intentionally incorporated varied rooflines, porches, materials, and façade treatments to avoid a repetitive appearance while maintaining affordability.

In response to Commissioner Nesbitt's question regarding building height, the applicant stated

that the three-story home model would comply with the maximum height requirements of the Unified Development Ordinance and is anticipated to be approximately 37 feet tall. Commissioner Nesbitt asked whether the proposed walking trail would be a permanent feature of the development. The applicant stated that the trail is intended to be constructed as shown on the plans and would be located within a tract maintained by the homeowners association.

Commissioner Nesbitt asked whether the development would be similar to another project previously constructed by the applicant. The applicant stated that the proposed homes would feature a more traditional front-entry design and architecture.

Commissioner Nesbitt also asked about architectural variety within the development. The applicant stated that the neighborhood would include a variety of roof pitches and home designs, although the majority of the homes would feature traditional architectural styles. He noted that the proposed streetscape reflects the character and appearance anticipated for the development.

When asked about exterior colors and materials, the applicant stated that a variety of colors would be incorporated throughout the neighborhood. He noted that Summit Homes would be responsible for home construction and deferred additional questions regarding colors and materials to the builder's representative.

In response to Commissioner Nesbitt's question regarding architectural standards, Aaron Young, 1450 Holmes Avenue, Kansas City, Missouri, Vice President of Development for Summit Homes, stated that the homeowners association would establish and enforce architectural guidelines for the development. He explained that an architectural review committee would oversee the approval of home elevations, exterior colors, materials, and other design elements to ensure consistency throughout the neighborhood.

Mr. Young stated that the development would include a variety of home styles and floor plans, including ranch, two-story, and three-story homes. While many of the homes would share similar footprints to help maintain affordability, he noted that the project would offer a variety of elevations and design options to create visual diversity throughout the neighborhood.

In response to Commissioner Nesbitt's question regarding foundations, Mr. Young stated that the development is being designed primarily with slab foundations in mind; however, homeowners would have the option of selecting a basement foundation at an additional cost. When asked about storm shelter accommodations, Mr. Young stated that specific home plans have not yet been finalized and could not provide details regarding potential safe rooms or similar features.

Commissioner Nesbitt also asked about the anticipated timeline for the development. Mr. Young stated that a typical phase of approximately 50 homes would be expected to build out over an 18-month period. Based on current market conditions, he estimated that the entire development could be completed in less than five years.

In response to Commissioner Ashbaugh's question regarding fencing, Mr. Young stated that homeowners would have the option to install fences, subject to homeowners association standards and approved materials. He noted that chain-link fencing would not be permitted.

Commissioner Ashbaugh also asked about lot dimensions and spacing between homes. The applicant stated that the homes would generally be separated by approximately 10 feet and would be located on lots that vary in size throughout the development. The applicant explained that the site contains relatively gentle topography and is being designed to accommodate the proposed housing types.

In response to questions regarding stormwater management, Mr. Rahn stated that runoff from the development would be managed through an existing detention basin that was originally designed to accommodate drainage from the site, as well as four additional detention facilities proposed as part of the development. The applicant noted that the project engineering has been designed to address runoff from roofs, driveways, and other impervious surfaces.

Richard Michael of HG Consult, 25604 NE Colburn Road, Lee's Summit, representing the applicant, addressed questions regarding stormwater drainage for the proposed subdivision. He explained that although the lot sizes are smaller and more condensed, the overall impervious surface coverage is comparable to that of a conventional subdivision. He noted that the engineering and grading plans have undergone extensive design work and multiple staff reviews and are substantially developed despite being presented as a preliminary plan.

Mr. Michael stated that the site grading is designed to direct as much stormwater runoff as possible into the street system, where the majority of the storm sewer infrastructure is located. Roof drainage and driveway slopes are designed to direct water toward the streets, while rear yard drainage will be managed through swales, field inlets, and connections to the overall storm sewer system. He further noted that the development complies with required stormwater release rates and includes four detention basins designed to provide both drainage functionality and site amenities. He explained that some basins are intended to remain wet for extended periods, depending on weather conditions and site hydrology.

In response to Commissioner Nesbitt's question regarding school district capacity, Mr. Rahn stated that he had notified the Fort Osage School District of the proposed development but had not received a response regarding any potential impacts on school capacity.

Public Comments

Lisa Stewart, 20313 E. 16th Street North, expressed concerns regarding the potential impact of the development on the Fort Osage School District, stating that the district’s schools are already overcrowded and may not have the capacity to accommodate additional students generated by the proposed development. She also expressed concerns regarding the proposed street connection between the new development and the Blue Mills subdivision. She stated that a connection would increase vehicle traffic, pedestrian traffic, and noise within the existing neighborhood. She noted that another nearby subdivision already utilizes Blue Mills as a connection to major roadways, which she believes has increased traffic in the area. Additionally, she expressed concerns that the construction of new homes in the proposed price range could increase surrounding property valuations and property taxes for existing residents.

John Tann, 20305 E. 17th Terrace North, stated that while he supported the concept of single-family housing, he shared concerns regarding the proposed connection between the new subdivision and the existing neighborhood. He stated that additional connections could increase traffic and negatively affect neighborhood safety and quality of life. Mr. Tann also questioned the proposed reduction in minimum lot sizes and home site standards, expressing concern that the request was intended to increase development density. He further echoed concerns regarding the capacity of the Fort Osage School District to accommodate additional students.

Matthew Friel, 20304 E. 16th Street North, stated that he believed the proposed development was not compatible with the character of the Blue Mills subdivision, describing the existing neighborhood as consisting primarily of traditional single-family homes on larger lots. He expressed concerns regarding the proposed street connection to Blue Mills, stating that it would increase traffic through the existing neighborhood and could create safety concerns, particularly near the intersection of 16th Street and Blue Mills Road. Mr. Friel also questioned whether existing roadway infrastructure and traffic signals could adequately accommodate additional traffic generated by the development. He suggested that alternative access points should be considered and reiterated concerns regarding school capacity.

Cory Bolin, 1501 N. Millburn Avenue, stated that he agreed with the concerns raised by previous speakers regarding traffic, neighborhood compatibility, and school capacity. He expressed concern that the proposed homes would differ significantly in style and scale from surrounding homes and questioned whether the project would provide the attainable housing benefits described by the applicant. Mr. Bolin also stated that existing residents utilize the undeveloped area as open green space and expressed concern that development would alter neighborhood views and character. Additional concerns included the lack of nearby public transit, the site's topography and potential impacts on adjacent properties, and the developer's prior litigation history.

Kevin King, 20238 E. 17th Street Court North, stated that he supported efforts to bring new housing opportunities to Independence but encouraged the developer to hold a neighborhood meeting to improve communication with nearby residents. He expressed concerns regarding site grading, stormwater runoff, increased traffic associated with the proposed street connections, and the size of the proposed homes compared to existing homes in the area. Mr. King also raised concerns regarding slab-on-grade construction and suggested that storm shelter accommodations should be considered for homes without basements.

Megan Hultz, 1429 N. Millburn Avenue, said one of the primary reasons she purchased her home was the open views and undeveloped landscape located behind her property. She expressed concern that the proposed development would eliminate the existing open space and alter the character of the area. Ms. Hultz stated that she valued the quiet nature of the neighborhood and wished to preserve the existing green space.

Chad, 1529 N. Millburn Avenue, expressed concerns regarding existing traffic conditions near the intersection of 16th Street and Millburn Avenue and stated that additional development would likely increase congestion in the area. He also questioned whether the proposed stormwater management system would adequately address runoff and flooding concerns, noting

that nearby areas already experience significant water accumulation during heavy rainfall events.

In response to concerns raised during public testimony, Mr. Rahn stated that traffic and stormwater analysis had been completed and updated throughout the review process in coordination with City staff. The applicant noted that additional review would continue during the final plat and final development plan stages. The applicant acknowledged that the site contains rolling topography but stated that proposed grading and stormwater improvements would allow runoff to be managed and controlled more effectively than existing conditions.

The applicant further stated that the proposed homes would range from approximately 1,200 to 1,800 square feet and would be priced below $300,000, with some products potentially available in the low $200,000 range depending on lot and foundation type. Representatives explained that the project was intended to provide attainable homeownership opportunities and meet a growing demand for lower-cost new housing options.

In response to concerns regarding roadway connections, Mr. Rahn stated that the proposed street network and access points were developed in accordance with traffic studies and City staff recommendations, emphasizing that connectivity between neighborhoods is an important planning consideration and that the proposed access configuration was based on professional traffic engineering analysis.

Commissioner Nesbitt asked whether an additional access point to Little Blue Parkway could be provided for the development. Staff explained that developments of this size are required by fire code to have at least two access points and noted that the applicant had submitted a traffic study as part of the review process. Staff further stated that an additional access point to Little Blue Parkway was not feasible due to sight-distance limitations associated with the roadway curvature.

Commissioner Nesbitt also inquired about existing dead-end streets within the Blue Mills subdivision. Mr. Arroyo confirmed that the subdivision had originally been planned with future street connections and explained that a detention basin constructed by the City now prevents the extension of Millhaven Drive through the area.

Commissioner Ashbaugh asked if Powell Road could provide alternative access routes. Mr. Arroyo explained that Powell Road is currently an unimproved dead-end roadway and that the City's Comprehensive Plan anticipates its future relocation to the west. Staff stated that the proposed development would not extend Powell Road southward and that the roadway was intentionally not designed to serve as a through connection in its current configuration.

Chairwoman Wiley asked staff to clarify the scope of the request and the approval process. Staff explained that the application was a Planned Unit Development (PUD) rezoning request and that, if recommended for approval by the Planning Commission and subsequently approved by the City Council, the project would proceed to additional engineering and design review. Mr. Arroyo noted that detailed review of stormwater management, infrastructure improvements, and other technical requirements would occur during subsequent development plan and plat review processes.

Commissioner Comments
Commissioner Nesbitt expressed concerns about traffic flowing through the existing neighborhood.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

Chairwoman Wiley called for a short recess. The meeting reconvened at 8:39 p.m.

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5. **Case 26-810-01 – Preliminary Development Plan – 136 E. White Oak** – A request to approve a Preliminary Development Plan for The Cottages at White Oak.

Commissioner Torres stated he would abstain from voting due to his service on the Community Services League Board.

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

In response to Commissioner Ashbaugh's question regarding the meaning of a BMP, Assistant Director Rick Arroyo explained that BMP stands for Best Management Practice and refers to methods used to manage stormwater runoff. He stated that BMPs can include a variety of stormwater mitigation measures, such as bio-retention areas, storm inlet boxes designed to collect floatable debris, and stormwater detention facilities.

In response to Commissioner Nesbitt's question regarding parking for the development, Mr. Harker explained that a condition of approval requires the Community Services League (CSL) to record a deed restriction that permanently provides parking opportunities for residents in the CSL parking lot. Mr. Harker confirmed that adequate parking would be available.

Applicant Comments
Applicant Doug Cowan, President and CEO of Community Services League (CSL), introduced himself and noted that CSL is celebrating its 110th anniversary in 2026. Mr. Cowan explained that the application references CSL Housing Solutions, a wholly owned subsidiary of CSL established to acquire, develop, and maintain safe, stable, and affordable housing. He provided an overview of CSL's housing initiatives, noting the organization has served as a HUD-certified housing counseling agency for nearly 20 years, manages 155 housing units for formerly homeless individuals through HUD partnerships, and administers millions of dollars annually in housing assistance programs. He also highlighted CSL's affordable home construction efforts, homeless outreach programs, and rental and utility assistance programs.

Mr. Cowan stated that the proposed development is intended to address the growing need for

affordable housing by constructing nine 360-square-foot homes adjacent to CSL's headquarters. He explained that the homes are primarily intended for participants employed through CSL's roadside litter removal program, providing residents with convenient access to employment, case management, and supportive services. He noted the location is also adjacent to a KCATA bus transfer station, making transportation more accessible. Mr. Cowan stated that CSL has visited similar housing developments, including Eden Village and the Veterans Community Project, and believes the proposed project will provide a supportive community while helping residents transition to stable housing. He concluded by stating that the development represents an important step toward expanding affordable housing opportunities in Independence and requested the Commission's favorable consideration.

In response to a Chairwoman Wiley's question regarding whether there is a time limit for residents to remain in the homes, Mr. Cowan stated that the goal is to help residents transition to market-rate housing or homeownership, but there is no set time limit. He explained that the length of residency will vary based on each individual's circumstances, with some residents moving on quickly while others may require a longer period of stability. Mr. Cowan noted that CSL offers supportive services, including a matched savings program funded through a local grant, to help residents build financial stability and eventually transition to permanent housing.

Public Comments

Roxanne Robinson, 131 E. Farmer Street, spoke in opposition to the request. Ms. Robinson expressed concerns about locating the tiny home development in her neighborhood, potential future expansion, property values, neighborhood safety, and onsite management. She also asked questions regarding resident eligibility, occupancy, length of residency, and pet policies.

John Gray, 1109 E. 105th Street, Edwardsville, Kansas, spoke in opposition to the request on behalf of Second Baptist Church. Pastor Gray acknowledged the work of Community Services League but expressed concerns regarding safety, trespassing, vandalism, parking, and the project's proximity to the church. He also stated the church should have been consulted earlier in the planning process.

Nancy Harris, 15308 E. Truman Road, spoke in opposition to the request. Ms. Harris expressed concerns about property damage, illegal dumping, theft, and other issues she attributed to homelessness. She stated she believed the proposed development would negatively impact the surrounding neighborhood and questioned why similar projects are frequently located in the area.

In response, applicant Doug Cowan acknowledged the concerns raised and stated that Community Services League is committed to being a good neighbor. He explained that the proposed homes would be permanent structures built on foundations and would serve single occupants who have demonstrated readiness for independent housing, primarily individuals participating in CSL's employment programs. He stated that residents would be screened, receive ongoing case management and supportive services, and be expected to comply with lease requirements.

The applicant explained that the development is intended to provide service-enriched housing by locating residents adjacent to employment opportunities and support services offered through

CSL. He stated that the organization currently employs private security at its facilities, intends to continue security patrols for the development, and plans to install security cameras and provide onsite property management and social service staff. He also noted that lease provisions, including policies regarding overnight guests and pets, are still being finalized.

In response to concerns regarding communication with neighboring property owners, including Second Baptist Church, Mr. Cowan acknowledged that additional outreach should have occurred prior to the public hearing and apologized for not contacting church leadership earlier in the process. He stated that CSL intends to continue working with surrounding property owners to address concerns and maintain positive relationships if the project moves forward.

Commissioner Comments

Commissioner Nesbitt asked whether the Planned Unit Development would require a berm and fence around the development. Staff confirmed that a fence is shown on the PUD plan. Commissioner Nesbitt expressed concerns about the layout of the proposed development, stating he believed a single building may be more compatible with the surrounding neighborhood than multiple small homes. He concluded by stating he would not support the request.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 4, No 2, Abstained 1.

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6. **Case 26-810-02 – Preliminary Development Plan - McBee Acres –** A request to approve a Preliminary Development Plan for McBee Acres generally located north of US 24 Hwy and west of Salem Drive.

Staff Presentation

Brian Harker presented the case, noting that his presentation would cover both the Preliminary Development Plan and Final Plat requests. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Commissioner Nesbitt asked whether there had previously been discussion about restricting parking on one side of the street due to concerns regarding street width and access for fire trucks, trash collection, and other vehicles. Mr. Arroyo responded that the traffic engineer was to evaluate whether parking restrictions would be necessary and noted that additional parking areas had been incorporated into the development to help mitigate on-street parking concerns.

Mr. Arroyo explained that the development infrastructure has already been constructed and that the request was primarily to update the Planned Unit Development (PUD) plan due to its expiration and to modify the lot configuration by establishing building envelopes. Staff noted that the previous PUD plan generally showed two large lots, while the revised plan creates multiple building envelopes within those larger tracts for financing and development purposes.

Applicant Comments

Jack Murphy, 3215 N. Juanita Drive, Buckner, Missouri, explained that the building envelopes are not separate lots but designate the areas where buildings will be constructed. He stated that creating the envelopes allows individual structures to be financed and permitted separately, rather than requiring financing for the entire development at one time. Mr. Murphy indicated that the land between the building envelopes would remain under common ownership and be maintained by the homeowners association (HOA).

In response to questions from the Commission, Mr. Murphy stated that the development is intended to remain a rental community and that the developer plans to retain ownership of the buildings. He explained that the HOA would be responsible for maintaining common areas, including green space, walking trails, benches, and detention facilities. Mr. Murphy further noted that establishing the HOA provides a mechanism for maintaining the property and addressing ownership responsibilities should portions of the development ever be sold in the future.

Mr. Arroyo clarified that the HOA would be necessary regardless of whether the units were owner-occupied or leased, as all units would contribute toward the maintenance of common areas and amenities within the development.

Public Comments

No public comments

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

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7. **Case 26-320-03 – Final Plat – McBee Acres –** A request to approve a final plat generally located north of US 24 Hwy and west of Salem Drive.

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

ROUNDTABLE - NEXT MEETING JUNE 23, 2026

ADJOURNMENT

The meeting was adjourned at 9:56 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-068 **1R** An ordinance approving a final plat for McBee Acres located north of US 24 Highway and west of Salem Drive in Independence, Jackson County, Missouri. **1R** **Read**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of the Final Plat of McBee Acres with the following conditions:

1. The drawings on Pages 1 and 2 of the Final Plat should be merged into one drawing.
2. The applicant must work with the City and Jackson County to ensure that the existing stormwater management system, including detention basins, meet both entities' requirements.
3. Block 1 will be renamed Tract A and Block 2 will be renamed Tract B.
4. Label the numbered building envelopes as Lots in the graphics.
5. Provide sidewalks on both sides of the Final Plat as indicated in the Preliminary Development Plan and the Engineering Plans.
6. Note in the text that the front setback of the buildings shall have varying setbacks of 20 feet, 25 feet, and 30 feet with a maximum of three buildings in a row using the same setback.
7. Note in the text, the minimum distance between buildings shall be at least 12 feet.
8. Note in the text, Exterior Lots 1, 3-6, 8-12 14, 16-20, 22 and 24 and Interior Lots 2, 4, 5, 7,8, 10, 12 and 13 will have 4-foot wide side yards and 11.6-foot rear yards; and Exterior Lots 2, 5, 7, 13, 15, 21, 23 and 25 and Interior Lots 1, 3, 6, 9, 11 and 14 will have 3.9-foot wide side yards and a standard 20-foot rear yard.
9. Note in the text that, in addition to a walking trail located on the south part of the site, as depicted in the Preliminary and Final Development Plans, provide another project amenity, such as benches.
10. A copy of the CC&Rs shall be recorded with the Final Plat. Update Covenants & Restrictions to include the maintenance of each lot, unless it is expected that each occupant will maintain their lot envelope.
11. Detention Easement Language shall say, "Drainage easements will be owned and maintained by the owners of Tract A and Tract B."

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

Commissioner Wiley - No

Commissioner Ferguson – Yes

Commissioner Young – Yes

Commissioner Nesbitt – Yes

Commissioner O'Neil – Yes

Commissioner Ashbaugh – No

Commissioner Torres - Yes

The motion passed with a recommendation for approval to be forwarded to the City Council for consideration. Staff concurs with the recommendation of the Planning Commission.

Background:

Project Description:

McBee Construction seeks approval of a Final Plat for the property located southwest of N. Salem Drive, east of N. Bay Avenue, north of E. US 24 Highway.

Current Zoning:	R-12/PUD (Two-Family Residential/Planned Unit Development)	**Existing Use:**	Undeveloped
Acreage:	11.43 acres +/-	**Proposed Use:**	Two-Family dwellings

Background and History:

This site was annexed into the city in 2015 with the intent that a grocery store and some other small retail uses would be developed on the site. That concept never came to fruition and the land remained undeveloped. McBee has constructed a loop road with a connection to Salem Drive providing access to 39 duplex buildings containing 78 dwelling units.

The proposed duplexes will be accessed by a looped public street connecting to N. Salem Drive. A walking trailing is shown looping south from the new street to the Right-of-Way of Old Lexington Road before turning north then reconnecting to the street. A monument subdivision

sign will be positioned at the northwest corner of N. Salem Drive and the loop road. Staff has recommended another project amenity be included in the development to enhance the open space area.

As the PUD is proposed to be amended from the originally approved two-lot configuration to a plan establishing individual lot envelopes for each of the 39 duplex buildings, a revised final plat has been submitted and is being reviewed concurrently.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

This Final Plat could contribute to the Strategic Plan by building new housing units to meet a market need.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

One of the Comprehensive Plan Guiding Principles is to “Protect and enhance the viability, livability and affordability of the City’s residential neighborhoods while integrating multi-family development throughout the community.”

Historic and Archeological Sites:

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

Utilities:

Both water and sanitary services are in the general area and will be extended to serve this site.

Stormwater:

Two stormwater detention basins are being created: one central to the site on Tract B; the other in its northwest corner on Tract A. Detention Easement Language shall say, "drainage easements will be owned and maintained by the Owners of Tract A and Tract B.”

Access:

Access to the development will be west off of Salem Drive via a looping street that turns back on itself, Lynchburg Place and 16th Terrace N.

Amenities:

A walking trail is noted in the text of the Final Plat and shown on the Preliminary and Final Development Plans looping south from the new loop street to the right-of-way of Old Lexington Road before turning north then reconnecting to the street. Further, a second amenity like benches should be provided.

Landscaping Plan:

The Landscaping Plan indicates 63 street trees placed along the looped street to the residence side of the sidewalks. At least one tree will be planted for every 50 feet of frontage.

Covenants (CC&R's):

A copy of the CC&R's will be recorded with the Final Plat. Update Covenants & Restrictions to include the maintenance of each lot, unless they're expecting each occupant to maintain their lot envelope.

CIP Investments:

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

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 26-320-03
2. Staff Report
3. Application_Redacted
4. Cover Letter_Redacted
5. Plat
6. Plat 2

7. Planning Commission Meeting Minutes 06.09.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FINAL PLAT FOR MCBEE ACRES LOCATED NORTH OF US 24 HIGHWAY AND WEST OF SALEM DRIVE IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS, the application submitted by McBee Construction, requesting approval of the Final Plat entitled "McBee Acres," was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Planning Commission considered the Final Plat on July 9, 2026, and rendered a report to the City Council recommending the plat be approved by a vote of 5-2; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the Final Plat is consistent with the approval criteria in Section 14-702-04.

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

SECTION 1. That the Final Plat entitled "McBee Acres" is a subdivision located in:

SEC--20 TWP-50 RNG-31---PT SE 1/4 DAF: BEG AT TH SE COR LOT 169 ELM GROVE 6TH PLAT TH N 02 DEG 24 MIN 00 SEC E 128.58' TH N 08 DEG 48 MIN 07 SEC W 164.36' TH N 06 DEG 49 MIN 21 SEC E 153.73' TH N 16 DEG 34 MIN 44 SEC E 81.95' TH N 02 DEG 24 MIN 00 SEC E 131.34' TH SELY 50.11' TH NELY 247.75' TH NELY 140' MOL TH SWLY 795' MOL TH TH N LI OF LEXINGTON RD TH WLY 210.61' MOL TO POB

SEC-20 TWP-50 RNG-31---PT OF SE 1/4 DAF: BEG 1088' S & 985' E OF NW COR SE 1/4 TH NELY 430' TH NELY 225' TH NW 150.08' TH NELY 185.77' TO WLY ROW LI SALEM DR TH NWLY ALG SD ROW 464.32' TH SWLY 128' TH SWLY 798' TO POB

A ROAD RIGHT OF WAY OF OLD LEXINGTON ROAD FROM THE EAST RIGHT OF WAY LINE OF N. BAY AVENUE TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY ROUTE NO. 24, IN THE SOUTHEAST QUARTER, SECTION 20, TOWNSHIP 50, RANGE 31, CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER LOT 1, QUICK TRIP STORE NO. 201, A SUBDIVISION OF RECORD; THENCE N 1°07'39"W FOR 78.54 FEET TO A POINT OF CURVE IN THE EAST RIGHT OF WAY OF N. BAY AVENUE; THENCE SOUTHEASTERLY ALONG ON A CURVE TO THE LEFT, RADIUS 15.00 FEET, CHORD BEARING S 39°46'32"E, FOR 22.09 FEET TO THE NORTH RIGHT OF WAY LINE OF OLD LEXINGTON ROAD; THENCE S 81°56'42"E ALONG THE SOUTH LINE OF LOT 169, ELM GROVE – 6TH PLAT AND THE NORTH RIGHT OF WAY LINE OF OLD LEXINGTON ROAD FOR 107.00 FEET TO THE SOUTHEAST CORNER OF LOT 169; THENCE S 2°22'58"W FOR 2.95 FEET; THENCE S 81°56'42"E ALONG SAID NORTH RIGHT OF WAY LINE FOR 178.49 FEET; THENCE N 78°39'31"E ALONG SAID NORTH RIGHT OF WAY LINE 459.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY ROUTE

NO. 24; THENCE S 51°53'36"W ALONG SAID WESTERLY LINE FOR 109.78 FEET; THENCE S 37°51'27"W ALONG SAID WESTERLY LINE FOR 17.69 FEET; THENCE S 78°39'31"W ALONG THE SOUTH LINE OF OLD LEXINGTON ROAD FOR 358.01 FEET; THENCE N 81°56'42"W FOR 298.60 FEET TO THE POINT OF BEGINNING.

SECTION 2. All of the conditions of approval have been resolved by the applicant except for the conditions listed below:

1. The drawings on Pages 1 and 2 of the Final Plat should be merged into one drawing.
2. The applicant must work with the City and Jackson County to ensure that the existing stormwater management system, including detention basins, meet both entities requirements.
3. Block 1 will be renamed Tract A and Block 2 will be renamed Tract B.
4. Label the numbered building envelopes as Lots in the graphics.
5. Provide sidewalks on both sides of the Final Plat as indicated in the Preliminary Development Plan and the Engineering Plans.
6. Note in the text that the front setback of the buildings shall have varying setbacks of 20 feet, 25 feet and 30 feet with a maximum of three buildings in a row using the same setback.
7. Note in the text, the minimum distance between buildings shall be at least 12 feet.
8. Note in the text, Exterior Lots 1, 3-6, 8-12 14, 16-20, 22 and 24 and Interior Lots 2, 4, 5, 7,8, 10, 12 and 13 will have 4 foot wide side yards and 11.6 foot rear yards; and Exterior Lots 2, 5, 7, 13, 15, 21, 23 and 25 and Interior Lots 1, 3, 6, 9, 11 and 14 will have 3.9 foot wide side yards and a standard 20 foot rear yard.
9. Note in the text that in addition to a walking trail located on the south part of the site, as depicted in the Preliminary and Final Development Plans, provide another project amenity, such as benches.
10. A copy of the CC&Rs shall be recorded with the Final Plat. Update Covenants & Restrictions to include the maintenance of each lot, unless it is expected that each occupant will maintain their lot envelope.
11. Detention Easement Language shall say, "drainage easements will be owned and maintained by the Owners of Tract A and Tract B."

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 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
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: June 9, 2026 **STAFF:** Brian L. Harker, Planner

PROJECT NAME: McBee Final Plat

CASE NUMBER/REQUEST: **Case 26-320-03 – Final Plat – McBee Acres –** A request to approve a final plat generally located north of US 24 Hwy and west of Salem Drive.

APPLICANT: McBee Construction- Jack Murphy

OWNER: Ground Up Development, LLC- Jesse McBee

PROPERTY LOCATION: Southwest of N. Salem Drive, east of N. Bay Avenue and north of E. US Highway 24

SURROUNDING ZONING/LAND USE:

N/W/E: Single and multi-family zoning in Jackson County…single and two-family dwellings
SOUTH: C-2 (General Commercial)…Quik Trip convenience store

FURTHER ACTION:
Following action by the Planning Commission, this application is scheduled for first reading by the City Council on July 6, 2026 and the second reading on July 20, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of the Final Plat with the following conditions:

1. The drawings on Pages 1 and 2 of the Final Plat should be merged into one drawing.
2. The applicant must work with the City and Jackson County to ensure that the existing stormwater management system, including detention basins, meet both entities requirements.
3. Block 1 will be renamed Tract A and Block 2 will be renamed Tract B.
4. Label the numbered building envelopes as Lots in the graphics.
5. Provide sidewalks on both sides of the Final Plat as indicated in the Preliminary Development Plan and the Engineering Plans.
6. Note in the text that the front setback of the buildings shall have varying setbacks of 20 feet, 25 feet and 30 feet with a maximum of three buildings in a row using the same setback.
7. Note in the text, the minimum distance between buildings shall be at least 12 feet.
8. Note in the text, Exterior Lots 1, 3-6, 8-12 14, 16-20, 22 and 24 and Interior Lots 2, 4, 5, 7,8, 10, 12 and 13 will have 4 foot wide side yards and 11.6 foot rear yards; and Exterior Lots 2, 5, 7, 13, 15, 21, 23 and 25 and Interior Lots 1, 3, 6, 9, 11 and 14 will have 3.9 foot wide side yards and a standard 20 foot rear yard.

9. Note in the text that in addition to a walking trail located on the south part of the site, as depicted in the Preliminary and Final Development Plans, provide another project amenity, such as benches.
10. A copy of the CC&Rs shall be recorded with the Final Plat. Update Covenants & Restrictions to include the maintenance of each lot, unless it is expected that each occupant will maintain their lot envelope.
11. Detention Easement Language shall say, "drainage easements will be owned and maintained by the Owners of Tract A and Tract B."

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:
McBee Construction seeks approval of a Final Plat for the property located southwest of N. Salem Drive, east of N. Bay Avenue, north of US 24 Highway.

Current Zoning:	R-12/PUD (Two-Family Residential/Planned Unit Development)	**Existing Use:**	Undeveloped
Acreage:	11.43 acres +/-	**Proposed Use:**	Two-Family dwellings

BACKGROUND & HISTORY:
This site was annexed into the city in 2015 with the intent that a grocery store and some other small retail uses would be developed on the site. That concept never came to fruition and the land remains undeveloped. McBee now seeks to construct a loop road with a connection to Salem Drive providing access to 39 duplex buildings containing 78 dwelling units.

The proposed duplexes will be accessed by a looped public street connecting to N. Salem Drive. A walking trailing is shown looping south from the new street to the right-of-way of Old Lexington Road before turning north then reconnecting to the street. A monument subdivision sign will be positioned at the northwest corner of Salem Drive and the loop road. Staff has recommended another project amenity be included in the development to enhance the open space area.

As the PUD is proposed to be amended from the originally approved two-lot configuration to a plan establishing individual lot envelopes for each of the 39 duplex buildings, a revised final plat has been submitted and is being reviewed concurrently.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:
This Final Plat could contribute to the Strategic Plan by building new housing units to meet a market need.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:
One of the Comprehensive Plan Guiding Principles is to “Protect and enhance the viability, livability and affordability of the City’s residential neighborhoods while integrating multi-family development throughout the community.”

Historic and Archeological Sites:
There are no apparent historic/archeological issues with this property.

Utilities:
Both water and sanitary services are in the general area and will be extended to serve this site.

Stormwater:
Two stormwater detention basins are being created: one central to the site on Tract B; the other in its northwest corner on Tract A. Detention Easement Language shall say, "drainage easements will be owned and maintained by the Owners of Tract A and Tract B."

Access:
Access to the development will be west off of Salem Drive via a looping street that turns back on itself, Lynchburg Place and 16th Terrace N.

Amenities:
A walking trail is noted in the text of the Final Plat and shown on the Preliminary and Final Development Plans looping south from the new loop street to the right-of-way of Old Lexington Road before turning north then reconnecting to the street. Further, a second amenity like benches should be provided.

Landscaping Plan:
The Landscaping Plan indicates 63 street trees placed along the looped street to the residence side of the sidewalks. At least one tree will be planted for every 50 feet of frontage.

Covenants (CC&R's):
A copy of the CC&R's will be recorded with the Final Plat. Update Covenants & Restrictions to include the maintenance of each lot, unless they're expecting each occupant to maintain their lot envelope.

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

EXHIBITS

1. Application
2. Cover Letter
3. Final Plat Page 1
4. Final Plat Page 2

INDEPENDENCE
· MISSOURI ·

Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

Application Type (check all that apply)

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

Project Information and Location

McBee Acres
Project Name

16-240-23-18-00-0-00-000 & 16-240-23-20-00-0-00-000 1707 N Salem Drive, Independence MO
Project Address/Location

1707 N Salem Drive	11.43 Acres	2 Tracts	
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
C2	R12PUD	Vacant	Subdivision of 39 Duplexes
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

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

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

Contact Information

Applicant

Jack Murphy	McBee Construction
Name	Company
[redacted]	
Address	
[redacted]	
Phone	Email

Owner

Jesse McBee	Ground Up Development LL
Name	Company
[redacted]	
Address	
[redacted]	
Phone	Email

Architect/Engineer/Surveyor/Other: Civil Engineer

Robert Walquist	Quist Engineering, INC
Name	Company
[redacted]	
Address	
[redacted]	
Phone	Email

Architect/Engineer/Surveyor/Other: Surveyor

Thomas Clemons	Area Suveyors
Name	Company
[redacted]	
Address	
[redacted]	[redacted]
Phone	Email

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

Joseph Murphy 3-18-2026
Applicant's Signature Date

Owner's Signature 3/18/26
Date

May 2022

Ground Up Development LLC
[redacted]

ATTN: City of Independence Planning & Zoning Department
111 E Maple Ave., Independence, MO 64050

March 18, 2026

Dear Recipient,

Ground Up Development, LLC hereby submits the Preliminary Development Plan for 'McBee Acres' located on 11.43 total acres near the intersection of US 24 HWY and main entrance from North Salem Drive, proposing a subdivision consisting of 39 duplexes, or 78 total family dwellings. The development will include single-slab, up to three-bedroom duplexes, with an attached garage for each family, including amenities provided such as on-call maintenance and a walking trail. This future development will be constructed and then managed by the current developer, who plans to make each unit available to lease to the general public.

The two lots making up the 11.43-acre area are currently zoned for commercial use which must be rezoned as 'R12PUD' per the city's planning department, for a future residential subdivision of this caliber. We feel that changing the zoning to residential use is a more appropriate use of the land due to the city's continued need for housing based on the latest published housing survey. The land in question is near the very Northeast edge of Independence, where there is already a great deal of commercial businesses. Currently there are two gas stations neighboring the property within walking distance along 24 HWY; as well as a grocery store, pharmacy, and bus stop within a few miles West of this location for easy access to the future residents.

Neighboring to the North, and on both sides are existing single and multi-family residential homes. With this, we believe that changing the zoning is justified to meet the needs of the city's current housing imbalance as well as serve the practical needs of individual families within the community.

Thank you for your time and consideration of the attached Preliminary Development Plan. Ground Up Development LLC is committed to producing a subdivision which values the needs of its families and surrounding businesses. The future development is consistent with the goals, policies, and standards of the City of Independence, in addition to the public health safety, the environment, and general welfare of the public. Please direct any further questions or concerns to the contact information provided below.

Thank you,

Jack Murphy

[redacted]

FINAL PLAT
McBEE ACRES

SECTION 20, TOWNSHIP 50 NORTH, RANGE 31 WEST, A SUBDIVISION IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

SEC. 20, T-50-N, R-31-W

DESCRIPTION:

A part of the Southeast Quarter of Section 20, Township 50 North, Range 31 West, Independence, Jackson County, Missouri, described as follows:
Beginning at the Northeast corner of Lot 160, ELM GROVE 6TH PLAT, a subdivision of record; thence S 81°47'24"E, along the South line of SALEM EAST, a subdivision of record, for 45.95 feet; thence N 86°40'36"E along said South line for 247.75 feet; thence N 62°34'06"E along said South line for 272.30 feet to the Southeast corner of Lot 183, SALEM EAST; thence S 38°05'23"E, along the right of way line of Salem Drive (80'r/w), for 459.89 feet to the Northeast corner of Lot 1, CORRECTED PLAT - SALEM JUNCTION, a subdivision of record; thence S 51°53'36"W along said Lot 1 for 185.77 feet; thence S 38°05'23"E along said Lot 1 for 150.08 feet; thence S 51°53'36"W along the Northerly right of way line U.S. Highway Route 24 for 277.62 feet to the Centerline of Old Lexington Road (61'r/w); thence S 78°39'31"W along said Center line for 403.74 feet; thence N 81°56'42"W along said Centerline for 180.67 feet to the East line of ELM GROVE-6TH PLAT; thence N 2°22'58"E along said East line for 162.18 feet; thence N 8°49'09"W along said East line for 164.36 feet; thence N 6°48'19"E along said East line for 153.73 feet; thence N 16°33'42"E along said East line for 81.95 feet; thence N 2°22'58"E along said East line for 131.34 feet to the Point of Beginning.

Containing 516,470.92 square feet or 11.86 acres more or less.

PLAT DEDICATION:

The undersigned owner of the Property described herein has caused the same to be subdivided in the manner shown on this plat and the property shall hereafter be known as:

"McBEE ACRES"

FLOOD INFORMATION:

This property is not in the floodway according to the Federal Emergency Management Agency National Flood Insurance Program Boundary and Floodway Map, based on current Map 29095C0190H dated December 7, 2023.

UTILITY EASEMENT DEDICATION:

An easement or license is hereby granted to the City of Independence, Missouri, to locate, construct and maintain, or to authorize the location, construction and maintenance of poles, wires, anchors, conduits, and/or structures for water, gas, sanitary sewer, storm sewer, surface drainage channel, electricity, telephone, cable television, or any other necessary public utility or services, any or all of them, upon, over, or under those areas outlined or designated upon this plat as "utility easements" (U/E) or within any street or thoroughfare dedicated to public use on this plat. Grantors, on behalf of themselves, their heirs, their assigns and successors in interest, hereby waives, to the fullest extent on this plat. Grantors, on behalf of themselves, their heirs, their assigns and successors in interest, hereby waives, to the fullest extent allowed by law, any right to request restoration of rights previously transferred and vacation of the easement herein granted.

DETENTION EASEMENT:

Detention Easements will be Owned and Maintained by the Owners of Block 1 and Block 2 and there shall be no Alteration to the Detention Facility, Pipes, Structures, and Appurtenances without the Approval of the City Engineering Department.

IN TESTIMONY THEREOF:

Ground Up Development, LLC, a Missouri limited liability corporation, have caused these presents to be signed by its Owner this _____ day of _____, 2026

_____
Merrill Crose – Owner

State of Missouri)
County of Jackson) SS

On this _____ day of _____ 2026, before me appeared Merrill Crose to me personally known who by me duly sworn, did say that he is the Owner of Ground Up Development, LLC, a Missouri limited liability company and he acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in said County and State, the day and year last above written.

My Commission expires _____ _____
Notary Public

IN TESTIMONY THEREOF:

Ground Up Development, LLC, a Missouri limited liability corporation, have caused these presents to be signed by its Manager this _____ day of _____, 2026

_____
Jesse McBee – Owner

State of Missouri)
County of Jackson) SS

On this _____ day of _____ 2026, before me appeared Jesse McBee to me personally known who by me duly sworn, did say that he is the Owner of Ground Up Development, LLC, a Missouri limited liability company and he acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in said County and State, the day and year last above written.

My Commission expires _____ _____
Notary Public

COUNTY APPROVAL:

_____ _____
Jackson County Assessment Department *Date*

CITY OF INDEPENDENCE APPROVALS:

Approved by the City Council and Mayor of the City of Independence, Missouri pursuant to Ordinance_____. _____
DATE

_____ _____
Susanne Holland, City Clerk *DATE*

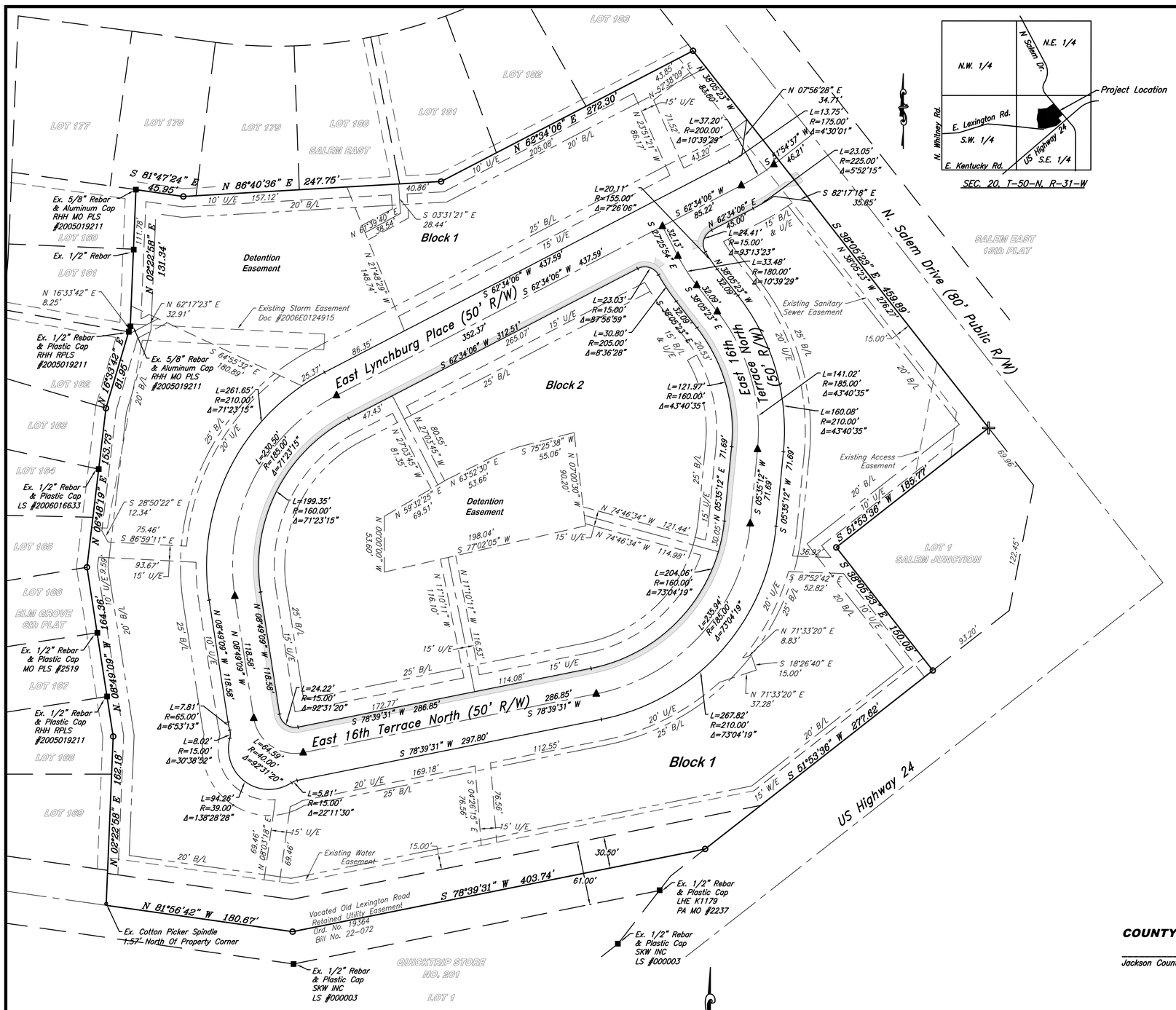
_____ _____
Tom Scannell, Director of Community and Economic Development *DATE*

_____ _____
Alexander F. Lopez, City Engineer, *DATE*

I hereby certify that the within Plat of "McBEE ACRES" subdivision is based upon an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current minimum standards for property boundary surveys as established by the Department of Natural Resources, Division of Geology and Land Survey, of the State of Missouri, and Missouri Standards for Property Boundary Surveys, established by the Missouri Board for Architects, Professional Engineers and Land Surveyors. I further certify that I have complied with all statutes, ordinances, and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.

_____
THOMAS W. CLEMONS, MO. P.L.S. NO. 1958

1 OF 2


LOT 183
LOT 182
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LOT 177
SALEM EAST
LOT 160
LOT 161
LOT 162
LOT 163
LOT 164
LOT 165
LOT 166
ELM GROVE 6th PLAT
LOT 167
LOT 168
LOT 169
Block 1
Block 2
Detention Easement
East Lynchburg Place (50' R/W)
East 16th Terrace North (50' R/W)
East 16th North Terrace (50' R/W)
N. Salem Drive (80' Public R/W)
US Highway 24
SALEM EAST 16th PLAT
LOT 1 SALEM JUNCTION
QUICKTRIP STORE NO. 201
Existing Storm Easement Doc #2006E0124915
Existing Sanitary Sewer Easement
Existing Access Easement
Existing Water Easement
Vacated Old Lexington Road Retained Utility Easement Ord. No. 19364 Bill No. 22-072
Ex. 5/8" Rebar & Aluminum Cap RHH MO PLS #2005019211
Ex. 1/2" Rebar
Ex. 1/2" Rebar & Plastic Cap RHH RPLS #2005019211
Ex. 1/2" Rebar & Plastic Cap LS #2006016633
Ex. 1/2" Rebar & Plastic Cap MO PLS #2519
Ex. 1/2" Rebar & Plastic Cap RHH RPLS #2005019211
Ex. Cotton Picker Spindle 1.57' North Of Property Corner
Ex. 1/2" Rebar & Plastic Cap SKW INC LS #000003
Ex. 1/2" Rebar & Plastic Cap LHE K1179 PA MO #2237
Ex. 1/2" Rebar & Plastic Cap SKW INC LS #000003
S 81°47'24" E 45.95'
N 86°40'36" E 247.75'
N 62°34'06" E 272.30'
N 16°33'42" E 8.25'
N 62°17'23" E 32.91'
N 16°33'42" E 81.95'
N 6°48'19" E 153.73'
N 8°49'09" W 164.36'
N 2°22'58" E 131.34'
N 2°22'58" E 162.18'
S 62°34'06" W 437.59'
S 62°34'06" W 312.51'
S 62°34'06" W 265.07'
S 62°34'06" W 352.37'
S 78°39'31" W 286.85'
S 78°39'31" W 297.80'
S 78°39'31" W 403.74'
N 81°56'42" W 180.67'
S 51°53'36" W 277.62'
S 51°53'36" W 185.77'
S 38°05'23" E 459.89'
S 38°05'23" E 150.08'
N 38°05'23" W 276.27'
N 38°05'23" W 12.09'
S 38°05'23" E 20.53'
N 38°05'23" W 83.60'
S 38°05'23" E 32.09'
S 38°05'23" E 32.09'
S 27°25'54" E 32.13'
S 62°34'06" W 85.22'
N 62°34'06" E 45.00'
N 07°56'28" E 34.71'
S 51°54'37" W 46.21'
S 82°17'18" E 35.85'
N 71°33'20" E 8.83'
S 18°26'40" E 15.00'
N 71°33'20" E 37.28'
S 87°52'42" E 52.82'
L=37.20' R=200.00' Δ=10°39'29"
L=13.75' R=175.00' Δ=4°30'01"
L=23.05' R=225.00' Δ=5°52'15"
L=20.11' R=155.00' Δ=7°26'06"
L=24.41' R=15.00' Δ=93°13'23"
L=33.48' R=180.00' Δ=10°39'29"
L=23.03' R=15.00' Δ=87°56'59"
L=30.80' R=205.00' Δ=8°36'28"
L=121.97' R=160.00' Δ=43°40'35"
L=141.02' R=185.00' Δ=43°40'35"
L=160.08' R=210.00' Δ=43°40'35"
L=261.65' R=210.00' Δ=71°23'15"
L=230.50' R=185.00' Δ=71°23'15"
L=199.35' R=160.00' Δ=71°23'15"
L=204.06' R=160.00' Δ=73°04'19"
L=265.84' R=185.00' Δ=73°04'19"
L=267.82' R=210.00' Δ=73°04'19"
L=24.22' R=15.00' Δ=92°31'20"
L=64.58' R=40.00' Δ=92°31'20"
L=7.81' R=65.00' Δ=6°53'13"
L=8.02' R=15.00' Δ=30°38'52"
L=94.26' R=39.00' Δ=138°28'28"
L=5.81' R=15.00' Δ=22°11'30"
N 08°49'09" W 118.58'
N 08°49'09" W 118.58'
N 08°49'09" W 118.58'
N 02°22'58" E 162.18'
S 78°39'31" W 403.74'
N 81°56'42" W 180.67'
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N 74°46'34" W 121.44'
N 74°46'34" W 114.98'
S 77°02'05" W 198.04'
N 11°10'11" W 116.53'
N 11°10'11" W 116.19'
S 75°25'38" W 55.06'
N 63°52'30" E 53.66'
N 59°32'25" E 69.51'
N 27°03'45" W 81.35'
N 27°03'45" W 60.55'
S 04°28'15" E 76.56'
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S 28°50'22" E 12.34'
S 86°59'11" E 75.46'
S 86°59'11" E 93.67'
S 03°31'21" E 28.44'
N 61°39'10" E 38.54'
N 21°46'29" W 148.74'
N 52°38'09" E 43.85'
N 2°35'12" W 86.17'
S 64°55'32" E 180.89'
S 62°17'23" E 86.35'
S 62°17'23" E 25.37'
S 62°17'23" E 47.43'
S 62°17'23" E 69.46'
S 62°17'23" E 69.46'
S 62°17'23" E 15.00'
S 62°17'23" E 30.50'
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S 62°17'23" E 36.92'
S 62°17'23" E 122.45'
S 62°17'23" E 93.20'
S 62°17'23" E 169.18'
S 62°17'23" E 112.55'
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S 62°17'23" E 114.08'
S 62°17'23" E 15.00'
S 62°17'23" E 15.00'
S 62°17'23" E 15.00

FINAL PLAT
McBEE ACRES

SECTION 20, TOWNSHIP 50 NORTH, RANGE 31 WEST,
A SUBDIVISION IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

SCALE: 1"=40'
DATE: OCTOBER 30, 2024

MISSOURI STATE PLANE COORDINATE SYSTEM
NAVD 1988, Missouri West Zone (FEET)

MISSOURI STATE PLANE COORDINATES		
Point #	Northing	Easting
1	1,080,553.76	2,831,193.27
2	1,080,191.80	2,831,476.97
3	1,080,077.16	2,831,330.80
4	1,079,959.04	2,831,423.38
5	1,079,787.71	2,831,204.93
6	1,079,708.32	2,830,809.08
7	1,079,733.63	2,830,630.19
8	1,079,895.67	2,830,636.93
9	1,080,058.09	2,830,611.73
10	1,080,210.73	2,830,629.95
11	1,080,289.28	2,830,653.31
12	1,080,420.51	2,830,658.77
13	1,080,413.95	2,830,704.25
14	1,080,428.31	2,830,951.59

LOT	BLOCK	SQUARE FEET
1	1	4,011
2	1	6,298
3	1	4,116
4	1	3,906
5	1	6,298
6	1	3,906
7	1	6,497
8	1	3,959
9	1	3,975
10	1	3,906
11	1	4,116
12	1	3,986
13	1	6,474
14	1	4,019
15	1	6,424
16	1	3,906
17	1	4,116
18	1	3,906
19	1	4,157
20	1	3,956
21	1	6,551
22	1	3,911
23	1	6,497
24	1	3,934
25	1	6,160

LOT	BLOCK	SQUARE FEET
1	2	6,391
2	2	3,906
3	2	6,409
4	2	3,906
5	2	3,929
6	2	6,329
7	2	3,906
8	2	3,906
9	2	6,424
10	2	3,915
11	2	6,420
12	2	3,954
13	2	3,912
14	2	6,422

Thomas Clemons Area Surveyors
2800 Robinson Pike Road
P.O. Box 324 Grandview, Missouri 64030
(816) 941-7557 sirvey@kc.rr.com

I hereby certify that the within Plat of "McBEE ACRES" subdivision is based upon an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current minimum standards for property boundary surveys as established by the Department of Natural Resources, Division of Geology and Land Survey, of the State of Missouri, and Missouri Standards for Property Boundary Surveys, established by the Missouri Board for Architects, Professional Engineers and Land Surveyors. I further certify that this plat complies with all statutes, ordinances, and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.

THOMAS W. CLEMONS, MO. P.L.S. NO. 1958

THOMAS W. CLEMONS NUMBER 1958 LICENSED LAND SURVEYOR STATE OF MISSOURI

2 OF 2

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Planning Commission Minutes

June 9, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 6/9/2026 at 6:00 PM at 20201 E Jackson Drive, Independence, MO 64057. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull cases 26-310-01, 26-320-01 and 26-320-02 from the Consent Agenda for separate consideration.

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1. **Planning Commission Minutes – May 12, 2026**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-310-01 – Preliminary Plat – Meadowbrook Estates, Phase 2 –** A request to approve a preliminary plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that the project approval had expired for a second time and that the applicant was requesting new approval.

Jack Murphy, 3215 Juanita Drive, Buckner, Missouri, stated that there were no changes to the Preliminary Plat from the previous approval.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-320-01 – Final Plat – Meadowbrook Estates, Phase 2 –** A request to approve a final plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-320-02 - Final Plat – Jackson Place, First Plat –** A request to approve a final plat generally located west of Jackson Drive and south of R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS & OTHER BUSINESS

Commissioner Ashbaugh requested to re-order the agenda to the following order: 26-400-63, 26-200-03, 26-100-05, 26-125-03, 26-810-01, 26-810-02, 26-320-03.

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1. **Case 26-400-63 – Short-Term Rental – 5217 S Powell Ave –** A request to operate a Short-Term Rental at the property.

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

Applicant Comments

Alicia Gibson, 19405 E. State Route 78, stated she is the property manager for the proposed Short-Term Rental and works with BearBNB. She explained that the property owner resides in Colorado but works in Kansas City for one to two weeks each month. During periods when the owner is in Colorado, they would like the opportunity to rent the home as a Short-Term Rental.

In response to Commissioner Nesbitt's question, Ms. Gibson stated that the garage would be available for guest use. She noted that two vehicles could park in the garage, two in the driveway, and one on the street, although on-street parking would not be preferred.

Public Comments

Jacob Potter, 5229 S. Powell Avenue, expressed concerns regarding safety, noise, and parking.

Mike Potter, 5705 W. U.S. 40 Highway, stated that he has been in business for 50 years and believes Short-Term Rentals should not be located within residential neighborhoods. He expressed concerns about potential parties at the property.

In response, Ms. Gibson stated that the owners have installed noise-monitoring devices both inside and outside the home, exceeding the City's requirement for an interior device. She explained that strict house rules will be enforced to prevent parties and that exterior cameras will alert the homeowners if more than the permitted number of guests arrive at the property. Ms. Gibson further stated that the property management company employs eight full-time staff members, ensuring someone is always available to respond to any issues that may arise.

In response to Commissioner Ashbaugh's question, Ms. Gibson stated that guests will access the home using a unique code provided at check-in.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-200-03 – Special Use Permit – 3601 S. Noland Road –** A request to approve a Special Use Permit to operate a rental car business.

Staff Presentation

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

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the proposed parking area would be located behind the strip center and would be used solely for overflow parking associated with the Avis Car Rental facility located at 3701 S. Noland Road.

Commissioner Ashbaugh asked whether Avis planned to install lighting on the site. Mr. Glaser stated that electrical permits would be required if lighting is installed in the future.

Applicant Comments

Bill Moore, 801 W. 47th Street, Kansas City, stated he is the attorney representing the applicant. Mr. Moore provided a brief history of the property and explained that Avis had experienced parking constraints at its existing location. He stated that the property owner began searching for a nearby lot that could be used for overflow vehicle storage.

Mr. Moore noted that customers would not access the overflow lot and that only Avis staff would retrieve vehicles from the site. He also stated that the applicant would like to install security lighting and that any lighting would be directed downward and away from nearby residential properties.

In response to Commissioner Nesbitt's question, Mr. Moore stated that healthy trees along the property would remain in place to provide a buffer between the parking area and adjacent residential homes. Commissioner Nesbitt requested that staff ensure any future lighting is directed toward Noland Road and away from the neighboring residences.

In response to Commissioner Ashbaugh's question regarding stormwater detention, Rick Arroyo stated that stormwater detention would not be required unless the applicant pursued future building permits. Mr. Arroyo also noted that any site lighting would be required to comply with City Code, including regulations governing light levels and fixture direction.

Marshal Blount, Kansas City, stated that the applicant had not yet determined the amount of lighting that would be necessary but would comply with all applicable City Code requirements. He added that the applicant is also considering the installation of security cameras but has not made a final decision.

Public Comments
No public comments.

Motions
Commissioner Eric Ashbaugh made a motion to add a condition that lighting be installed before the lot can be used. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case with conditions as outlined by staff and the added condition for lighting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-100-05 – Rezoning – 16523 E US 40 Hwy** – A request to rezone the property from R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General Commercial).

Staff Presentation
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments
Sebrina Johnson, 7211 Marion Avenue, Kansas City, stated that she has always enjoyed teaching and cooking. She shared fond memories of Stephenson's Apple Farm and explained her vision for the property, which includes teaching trade skills such as construction and HVAC, as well as culinary arts. Ms. Johnson stated that she also plans to incorporate urban farming to provide fresh produce. She explained that her long-term vision includes a student-led restaurant and, eventually, an event space on the property.

In response to Commissioner Nesbitt's question, Ms. Johnson stated that she has made a significant financial investment in the property and has additional funding available to support future growth and development.

Public Comments
Shane Ray, 7211 Marion Avenue, Kansas City, stated that he is Ms. Johnson's son and that the project represents a dream she has invested considerable time and effort into pursuing. He expressed his belief that the project will be a positive asset to the community by providing quality food and opportunities for individuals to learn valuable skills.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-125-03 – Rezoning/PUD – 20691 E US 24 Highway –** A request to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approving a preliminary development plan.

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

In response to Chairwoman Wiley's question, Mr. Glaser stated that New Town at Harmony is a similar type of development, although the proposed homes would be larger. He noted that City staff is confident the developer can meet all applicable engineering and design standards required by the Unified Development Ordinance.

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the setback is measured from the right-of-way line and stated that a 20-foot setback should adequately accommodate modern vehicles. Mr. Arroyo added that the developer intends for the homes to be owner-occupied.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated that long-term rentals are generally permitted within single-family residential developments. He noted that a homeowners

association may adopt covenants restricting owners from renting their homes for a specified period, such as two or three years, although such restrictions may not permanently prohibit rentals.

City Attorney Mitch Langford stated that a homeowners association may establish rules prohibiting rentals; however, enforcement of those restrictions would be the responsibility of the association and could potentially result in legal disputes.

Applicant Comments

Bryan Rahn, 1000 High Point Drive, Lee's Summit, stated that he is working with Summit Homes on the proposed development. He explained that the applicant has worked closely with City staff to address local housing needs and create attainable homeownership opportunities. Mr. Rahn stated that the goal is for the homes to be priced below $300,000 and noted that the development will include a variety of home styles and architectural designs. He added that the project is intended to provide numerous outdoor recreational opportunities for residents.

Mr. Rahn stated that the proposed development is designed to provide attainable homeownership opportunities while incorporating neighborhood amenities and attractive architectural features. He explained that, while amenities such as a clubhouse and swimming pool are not feasible at the proposed price point, the development would include outdoor recreational features, open space, walking trails, a playground, and five fitness stations located throughout the community.

Mr. Rahn presented conceptual renderings of the development, including streetscape views, housing elevations, fitness pods, and the community mail station. He explained that the development is designed to maximize open space, with much of the western portion of the subdivision remaining undeveloped. Existing City-owned stormwater management areas would be incorporated into the overall site design. He noted that the layout provides buffering from adjacent residential properties through the use of open space and roadway placement.

Mr. Rahn stated that the development would include a one-mile trail system utilizing sidewalks and trails throughout the community. He emphasized the goal of creating an attractive neighborhood while maintaining housing affordability.

The applicant also presented examples of the proposed home designs and explained that the development would include a variety of architectural styles, materials, and color schemes to create visual diversity throughout the neighborhood. He stated that the project is intended as a for-sale community focused on homeownership opportunities.

In response to Chairwoman Wiley's question regarding housing options, Mr. Rahn stated that the development would include numerous home designs and elevations. While many of the homes share similar footprints, the project includes a variety of architectural styles and building configurations, including some three-story models. He explained that the design team intentionally incorporated varied rooflines, porches, materials, and façade treatments to avoid a repetitive appearance while maintaining affordability.

In response to Commissioner Nesbitt's question regarding building height, the applicant stated

that the three-story home model would comply with the maximum height requirements of the Unified Development Ordinance and is anticipated to be approximately 37 feet tall. Commissioner Nesbitt asked whether the proposed walking trail would be a permanent feature of the development. The applicant stated that the trail is intended to be constructed as shown on the plans and would be located within a tract maintained by the homeowners association.

Commissioner Nesbitt asked whether the development would be similar to another project previously constructed by the applicant. The applicant stated that the proposed homes would feature a more traditional front-entry design and architecture.

Commissioner Nesbitt also asked about architectural variety within the development. The applicant stated that the neighborhood would include a variety of roof pitches and home designs, although the majority of the homes would feature traditional architectural styles. He noted that the proposed streetscape reflects the character and appearance anticipated for the development.

When asked about exterior colors and materials, the applicant stated that a variety of colors would be incorporated throughout the neighborhood. He noted that Summit Homes would be responsible for home construction and deferred additional questions regarding colors and materials to the builder's representative.

In response to Commissioner Nesbitt's question regarding architectural standards, Aaron Young, 1450 Holmes Avenue, Kansas City, Missouri, Vice President of Development for Summit Homes, stated that the homeowners association would establish and enforce architectural guidelines for the development. He explained that an architectural review committee would oversee the approval of home elevations, exterior colors, materials, and other design elements to ensure consistency throughout the neighborhood.

Mr. Young stated that the development would include a variety of home styles and floor plans, including ranch, two-story, and three-story homes. While many of the homes would share similar footprints to help maintain affordability, he noted that the project would offer a variety of elevations and design options to create visual diversity throughout the neighborhood.

In response to Commissioner Nesbitt's question regarding foundations, Mr. Young stated that the development is being designed primarily with slab foundations in mind; however, homeowners would have the option of selecting a basement foundation at an additional cost. When asked about storm shelter accommodations, Mr. Young stated that specific home plans have not yet been finalized and could not provide details regarding potential safe rooms or similar features.

Commissioner Nesbitt also asked about the anticipated timeline for the development. Mr. Young stated that a typical phase of approximately 50 homes would be expected to build out over an 18-month period. Based on current market conditions, he estimated that the entire development could be completed in less than five years.

In response to Commissioner Ashbaugh's question regarding fencing, Mr. Young stated that homeowners would have the option to install fences, subject to homeowners association standards and approved materials. He noted that chain-link fencing would not be permitted.

Commissioner Ashbaugh also asked about lot dimensions and spacing between homes. The applicant stated that the homes would generally be separated by approximately 10 feet and would be located on lots that vary in size throughout the development. The applicant explained that the site contains relatively gentle topography and is being designed to accommodate the proposed housing types.

In response to questions regarding stormwater management, Mr. Rahn stated that runoff from the development would be managed through an existing detention basin that was originally designed to accommodate drainage from the site, as well as four additional detention facilities proposed as part of the development. The applicant noted that the project engineering has been designed to address runoff from roofs, driveways, and other impervious surfaces.

Richard Michael of HG Consult, 25604 NE Colburn Road, Lee's Summit, representing the applicant, addressed questions regarding stormwater drainage for the proposed subdivision. He explained that although the lot sizes are smaller and more condensed, the overall impervious surface coverage is comparable to that of a conventional subdivision. He noted that the engineering and grading plans have undergone extensive design work and multiple staff reviews and are substantially developed despite being presented as a preliminary plan.

Mr. Michael stated that the site grading is designed to direct as much stormwater runoff as possible into the street system, where the majority of the storm sewer infrastructure is located. Roof drainage and driveway slopes are designed to direct water toward the streets, while rear yard drainage will be managed through swales, field inlets, and connections to the overall storm sewer system. He further noted that the development complies with required stormwater release rates and includes four detention basins designed to provide both drainage functionality and site amenities. He explained that some basins are intended to remain wet for extended periods, depending on weather conditions and site hydrology.

In response to Commissioner Nesbitt's question regarding school district capacity, Mr. Rahn stated that he had notified the Fort Osage School District of the proposed development but had not received a response regarding any potential impacts on school capacity.

Public Comments

Lisa Stewart, 20313 E. 16th Street North, expressed concerns regarding the potential impact of the development on the Fort Osage School District, stating that the district's schools are already overcrowded and may not have the capacity to accommodate additional students generated by the proposed development. She also expressed concerns regarding the proposed street connection between the new development and the Blue Mills subdivision. She stated that a connection would increase vehicle traffic, pedestrian traffic, and noise within the existing neighborhood. She noted that another nearby subdivision already utilizes Blue Mills as a connection to major roadways, which she believes has increased traffic in the area. Additionally, she expressed concerns that the construction of new homes in the proposed price range could increase surrounding property valuations and property taxes for existing residents.

John Tann, 20305 E. 17th Terrace North, stated that while he supported the concept of single-family housing, he shared concerns regarding the proposed connection between the new subdivision and the existing neighborhood. He stated that additional connections could increase traffic and negatively affect neighborhood safety and quality of life. Mr. Tann also questioned the proposed reduction in minimum lot sizes and home site standards, expressing concern that the request was intended to increase development density. He further echoed concerns regarding the capacity of the Fort Osage School District to accommodate additional students.

Matthew Friel, 20304 E. 16th Street North, stated that he believed the proposed development was not compatible with the character of the Blue Mills subdivision, describing the existing neighborhood as consisting primarily of traditional single-family homes on larger lots. He expressed concerns regarding the proposed street connection to Blue Mills, stating that it would increase traffic through the existing neighborhood and could create safety concerns, particularly near the intersection of 16th Street and Blue Mills Road. Mr. Friel also questioned whether existing roadway infrastructure and traffic signals could adequately accommodate additional traffic generated by the development. He suggested that alternative access points should be considered and reiterated concerns regarding school capacity.

Cory Bolin, 1501 N. Millburn Avenue, stated that he agreed with the concerns raised by previous speakers regarding traffic, neighborhood compatibility, and school capacity. He expressed concern that the proposed homes would differ significantly in style and scale from surrounding homes and questioned whether the project would provide the attainable housing benefits described by the applicant. Mr. Bolin also stated that existing residents utilize the undeveloped area as open green space and expressed concern that development would alter neighborhood views and character. Additional concerns included the lack of nearby public transit, the site's topography and potential impacts on adjacent properties, and the developer's prior litigation history.

Kevin King, 20238 E. 17th Street Court North, stated that he supported efforts to bring new housing opportunities to Independence but encouraged the developer to hold a neighborhood meeting to improve communication with nearby residents. He expressed concerns regarding site grading, stormwater runoff, increased traffic associated with the proposed street connections, and the size of the proposed homes compared to existing homes in the area. Mr. King also raised concerns regarding slab-on-grade construction and suggested that storm shelter accommodations should be considered for homes without basements.

Megan Hultz, 1429 N. Millburn Avenue, said one of the primary reasons she purchased her home was the open views and undeveloped landscape located behind her property. She expressed concern that the proposed development would eliminate the existing open space and alter the character of the area. Ms. Hultz stated that she valued the quiet nature of the neighborhood and wished to preserve the existing green space.

Chad, 1529 N. Millburn Avenue, expressed concerns regarding existing traffic conditions near the intersection of 16th Street and Millburn Avenue and stated that additional development would likely increase congestion in the area. He also questioned whether the proposed stormwater management system would adequately address runoff and flooding concerns, noting

that nearby areas already experience significant water accumulation during heavy rainfall events.

In response to concerns raised during public testimony, Mr. Rahn stated that traffic and stormwater analysis had been completed and updated throughout the review process in coordination with City staff. The applicant noted that additional review would continue during the final plat and final development plan stages. The applicant acknowledged that the site contains rolling topography but stated that proposed grading and stormwater improvements would allow runoff to be managed and controlled more effectively than existing conditions.

The applicant further stated that the proposed homes would range from approximately 1,200 to 1,800 square feet and would be priced below $300,000, with some products potentially available in the low $200,000 range depending on lot and foundation type. Representatives explained that the project was intended to provide attainable homeownership opportunities and meet a growing demand for lower-cost new housing options.

In response to concerns regarding roadway connections, Mr. Rahn stated that the proposed street network and access points were developed in accordance with traffic studies and City staff recommendations, emphasizing that connectivity between neighborhoods is an important planning consideration and that the proposed access configuration was based on professional traffic engineering analysis.

Commissioner Nesbitt asked whether an additional access point to Little Blue Parkway could be provided for the development. Staff explained that developments of this size are required by fire code to have at least two access points and noted that the applicant had submitted a traffic study as part of the review process. Staff further stated that an additional access point to Little Blue Parkway was not feasible due to sight-distance limitations associated with the roadway curvature.

Commissioner Nesbitt also inquired about existing dead-end streets within the Blue Mills subdivision. Mr. Arroyo confirmed that the subdivision had originally been planned with future street connections and explained that a detention basin constructed by the City now prevents the extension of Millhaven Drive through the area.

Commissioner Ashbaugh asked if Powell Road could provide alternative access routes. Mr. Arroyo explained that Powell Road is currently an unimproved dead-end roadway and that the City's Comprehensive Plan anticipates its future relocation to the west. Staff stated that the proposed development would not extend Powell Road southward and that the roadway was intentionally not designed to serve as a through connection in its current configuration.

Chairwoman Wiley asked staff to clarify the scope of the request and the approval process. Staff explained that the application was a Planned Unit Development (PUD) rezoning request and that, if recommended for approval by the Planning Commission and subsequently approved by the City Council, the project would proceed to additional engineering and design review. Mr. Arroyo noted that detailed review of stormwater management, infrastructure improvements, and other technical requirements would occur during subsequent development plan and plat review processes.

Commissioner Comments
Commissioner Nesbitt expressed concerns about traffic flowing through the existing neighborhood.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

Chairwoman Wiley called for a short recess. The meeting reconvened at 8:39 p.m.

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5. **Case 26-810-01 – Preliminary Development Plan – 136 E. White Oak** – A request to approve a Preliminary Development Plan for The Cottages at White Oak.

Commissioner Torres stated he would abstain from voting due to his service on the Community Services League Board.

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

In response to Commissioner Ashbaugh's question regarding the meaning of a BMP, Assistant Director Rick Arroyo explained that BMP stands for Best Management Practice and refers to methods used to manage stormwater runoff. He stated that BMPs can include a variety of stormwater mitigation measures, such as bio-retention areas, storm inlet boxes designed to collect floatable debris, and stormwater detention facilities.

In response to Commissioner Nesbitt's question regarding parking for the development, Mr. Harker explained that a condition of approval requires the Community Services League (CSL) to record a deed restriction that permanently provides parking opportunities for residents in the CSL parking lot. Mr. Harker confirmed that adequate parking would be available.

Applicant Comments
Applicant Doug Cowan, President and CEO of Community Services League (CSL), introduced himself and noted that CSL is celebrating its 110th anniversary in 2026. Mr. Cowan explained that the application references CSL Housing Solutions, a wholly owned subsidiary of CSL established to acquire, develop, and maintain safe, stable, and affordable housing. He provided an overview of CSL's housing initiatives, noting the organization has served as a HUD-certified housing counseling agency for nearly 20 years, manages 155 housing units for formerly homeless individuals through HUD partnerships, and administers millions of dollars annually in housing assistance programs. He also highlighted CSL's affordable home construction efforts, homeless outreach programs, and rental and utility assistance programs.

Mr. Cowan stated that the proposed development is intended to address the growing need for

affordable housing by constructing nine 360-square-foot homes adjacent to CSL's headquarters. He explained that the homes are primarily intended for participants employed through CSL's roadside litter removal program, providing residents with convenient access to employment, case management, and supportive services. He noted the location is also adjacent to a KCATA bus transfer station, making transportation more accessible. Mr. Cowan stated that CSL has visited similar housing developments, including Eden Village and the Veterans Community Project, and believes the proposed project will provide a supportive community while helping residents transition to stable housing. He concluded by stating that the development represents an important step toward expanding affordable housing opportunities in Independence and requested the Commission's favorable consideration.

In response to a Chairwoman Wiley's question regarding whether there is a time limit for residents to remain in the homes, Mr. Cowan stated that the goal is to help residents transition to market-rate housing or homeownership, but there is no set time limit. He explained that the length of residency will vary based on each individual's circumstances, with some residents moving on quickly while others may require a longer period of stability. Mr. Cowan noted that CSL offers supportive services, including a matched savings program funded through a local grant, to help residents build financial stability and eventually transition to permanent housing.

Public Comments

Roxanne Robinson, 131 E. Farmer Street, spoke in opposition to the request. Ms. Robinson expressed concerns about locating the tiny home development in her neighborhood, potential future expansion, property values, neighborhood safety, and onsite management. She also asked questions regarding resident eligibility, occupancy, length of residency, and pet policies.

John Gray, 1109 E. 105th Street, Edwardsville, Kansas, spoke in opposition to the request on behalf of Second Baptist Church. Pastor Gray acknowledged the work of Community Services League but expressed concerns regarding safety, trespassing, vandalism, parking, and the project's proximity to the church. He also stated the church should have been consulted earlier in the planning process.

Nancy Harris, 15308 E. Truman Road, spoke in opposition to the request. Ms. Harris expressed concerns about property damage, illegal dumping, theft, and other issues she attributed to homelessness. She stated she believed the proposed development would negatively impact the surrounding neighborhood and questioned why similar projects are frequently located in the area.

In response, applicant Doug Cowan acknowledged the concerns raised and stated that Community Services League is committed to being a good neighbor. He explained that the proposed homes would be permanent structures built on foundations and would serve single occupants who have demonstrated readiness for independent housing, primarily individuals participating in CSL's employment programs. He stated that residents would be screened, receive ongoing case management and supportive services, and be expected to comply with lease requirements.

The applicant explained that the development is intended to provide service-enriched housing by locating residents adjacent to employment opportunities and support services offered through

CSL. He stated that the organization currently employs private security at its facilities, intends to continue security patrols for the development, and plans to install security cameras and provide onsite property management and social service staff. He also noted that lease provisions, including policies regarding overnight guests and pets, are still being finalized.

In response to concerns regarding communication with neighboring property owners, including Second Baptist Church, Mr. Cowan acknowledged that additional outreach should have occurred prior to the public hearing and apologized for not contacting church leadership earlier in the process. He stated that CSL intends to continue working with surrounding property owners to address concerns and maintain positive relationships if the project moves forward.

Commissioner Comments

Commissioner Nesbitt asked whether the Planned Unit Development would require a berm and fence around the development. Staff confirmed that a fence is shown on the PUD plan. Commissioner Nesbitt expressed concerns about the layout of the proposed development, stating he believed a single building may be more compatible with the surrounding neighborhood than multiple small homes. He concluded by stating he would not support the request.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 4, No 2, Abstained 1.

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6. **Case 26-810-02 – Preliminary Development Plan - McBee Acres –** A request to approve a Preliminary Development Plan for McBee Acres generally located north of US 24 Hwy and west of Salem Drive.

Staff Presentation

Brian Harker presented the case, noting that his presentation would cover both the Preliminary Development Plan and Final Plat requests. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Commissioner Nesbitt asked whether there had previously been discussion about restricting parking on one side of the street due to concerns regarding street width and access for fire trucks, trash collection, and other vehicles. Mr. Arroyo responded that the traffic engineer was to evaluate whether parking restrictions would be necessary and noted that additional parking areas had been incorporated into the development to help mitigate on-street parking concerns.

Mr. Arroyo explained that the development infrastructure has already been constructed and that the request was primarily to update the Planned Unit Development (PUD) plan due to its expiration and to modify the lot configuration by establishing building envelopes. Staff noted that the previous PUD plan generally showed two large lots, while the revised plan creates multiple building envelopes within those larger tracts for financing and development purposes.

Applicant Comments

Jack Murphy, 3215 N. Juanita Drive, Buckner, Missouri, explained that the building envelopes are not separate lots but designate the areas where buildings will be constructed. He stated that creating the envelopes allows individual structures to be financed and permitted separately, rather than requiring financing for the entire development at one time. Mr. Murphy indicated that the land between the building envelopes would remain under common ownership and be maintained by the homeowners association (HOA).

In response to questions from the Commission, Mr. Murphy stated that the development is intended to remain a rental community and that the developer plans to retain ownership of the buildings. He explained that the HOA would be responsible for maintaining common areas, including green space, walking trails, benches, and detention facilities. Mr. Murphy further noted that establishing the HOA provides a mechanism for maintaining the property and addressing ownership responsibilities should portions of the development ever be sold in the future.

Mr. Arroyo clarified that the HOA would be necessary regardless of whether the units were owner-occupied or leased, as all units would contribute toward the maintenance of common areas and amenities within the development.

Public Comments

No public comments

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

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7. **Case 26-320-03 – Final Plat – McBee Acres –** A request to approve a final plat generally located north of US 24 Hwy and west of Salem Drive.

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

ROUNDTABLE - NEXT MEETING JUNE 23, 2026

ADJOURNMENT

The meeting was adjourned at 9:56 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-069 **1R** An ordinance calling for a special recall election; proposing the form of the ballots and directing the City Clerk to do all things called for by law in connection with the holding of said election. **1R** ***(Emergency Item First and Second Readings)*** **First and Second Readings done Item passes 7-0 Ord. No. 19818**

Recommendations:

Background:

On April 27, 2026, a petition for the recall of First District Councilmember John Perkins was submitted to the City Clerk's office for certification. Per City Charter Sec. 7.9, the petition must be signed by 8% of the registered qualified voters in District 1 at the time of the last general election in District 1, which was April 2024. Per the election report, there were 13,798 registered voters in District 1 in April 2024, which means the petition must be signed by 1,104 registered voters from District 1. The petitioners had 30 days to submit the required signatures which was Wednesday, May 27th.

On May 26, 2026, the City Clerk received 112 pages of signed petitions from McKenna Ford Cobb. On May 27, 2026, the City Clerk received a certified letter from the Jackson County Election Board stating that 745 registered qualified voters signed the petition to recall Councilmember John Perkins.

Per City Charter Sec. 7.5, the petitioners are allowed ten (10) additional days to obtain more signatures.

On June 8, 2026, the City Clerk received an additional 78 pages of signed petitions from McKenna Ford Cobb.

On June 9, 2026, the City Clerk received a second certified letter from the Jackson County Election Board stating that a total of 1,214 registered qualified voters signed the petition to recall Councilmember John Perkins of the First District.

The final certification date for the August 4 election was May 26, 2026; therefore, the Jackson County Election Board has agreed to conduct the special recall election on Tuesday, September 1, 2026. 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 as an emergency item.

Emergency Justification:

The Jackson County Board of Election must have notice for this item by July 7th to appear on a September 1st ballot.

Fiscal Impact:
This fiscal impact to the City is estimated to be $164,400.

Council Action:

Department / Contact Council and Board /

REVIEWERS
Jeremy Cover
Melissa Cabrera
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. Recall election ordinance 6-22-26
2. Ord. No. 19818

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CALLING FOR A SPECIAL RECALL ELECTION; PROPOSING THE FORM OF THE BALLOTS AND DIRECTING THE CITY CLERK TO DO ALL THINGS CALLED FOR BY LAW IN CONNECTION WITH THE HOLDING OF SAID ELECTION.

WHEREAS, the Council of the City of Independence, Missouri, has received notification from the City Clerk that a petition to recall Councilman John Perkins has been deemed sufficient to place the question on a ballot; and,

WHEREAS, in accordance with Section 7.10 of the Charter of the City of Independence, the hereby Council submits the question to the voters of the 1st District.

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

SECTION 1. Pursuant to Section 7.10 of the Charter of the City of Independence, the Council submits the following question to the qualified voters of the 1st District of Independence:

Shall John Perkins be recalled from the office of 1st District Councilmember of the City of Independence?

INSTRUCTIONS TO VOTERS

☐ YES ☐ NO

Voters in favor of the recall place a cross (X) in the square opposite the word “yes”.
Voters opposed to the recall place a cross (X) in the square opposite the word “no”.

SECTION 2. That such question shall be submitted to the qualified voters of the 1st District at an election to be held Tuesday, September 1, 2026.

SECTION 3. That the Board of Election Commissioners of Jackson County, Missouri, be and hereby is authorized and directed to give notice of said election by causing to be published in one newspaper published in the City of Independence, Missouri, and qualified by law for the publication of such notice under Chapter 493, RSMo., as amended, there being only one so qualified newspaper within the bounds of the City; said notice to be published twice, the first publication occurring in the second week prior to the election, and the second publication occurring within one week prior to said election.

SECTION 4. That the Board of Election Commissioners of Jackson County, Missouri, shall provide the ballot and ballot labels, conduct the election, and cause the results thereof to be certified to the City Council as provided by law.

SECTION 5. That the City Clerk shall deliver to the Board of Election Commissioners of Jackson County, Missouri, a certified copy of this Ordinance and the Notice of Election, attached hereto as Exhibit A, which shall be the authority for said Board to conduct said election as provided herein and by law.

SECTION 6. That the City Clerk is further authorized to do all other things called for by law in connection with the holding of said election.

SECTION 7. That this Ordinance, in accordance with Section 2.23 of the Charter of the City of Independence, shall be deemed and declared to be an emergency ordinance because the Board of Election Commissioners of Jackson County, Missouri, must be officially notified of this election by July 7, 2026, in order for the election to be held on September 1, 2026.

SECTION 8. That this Ordinance, in accordance with Section 2.22 of the Charter of the City of Independence, Missouri, this Ordinance shall be in full force and effect from and after its passage and adoption.

SECTION 9. That correction of any scriveners' errors identified within this Ordinance are hereby authorized by this Ordinance.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____

City Manager

EXHIBIT A

Notice of Election
September 1, 2026
City of Independence

Notice is hereby given to the registered qualified voters of the 1st District of the City of Independence that the City Council has called for an election to be held on Tuesday, September 1, 2026. The polls will be open from 6:00 a.m. until 7:00 p.m. The official ballot will be substantially in the following form:

SAMPLE BALLOT
CITY OF INDEPENDENCE
TUESDAY, SEPTEMBER 1, 2026

Shall John Perkins be recalled from the office of 1st District Councilmember of the City of Independence?

INSTRUCTIONS TO VOTERS

☐ YES ☐ NO

Voters in favor of the recall place a cross (X) in the square opposite the word "yes".
Voters opposed to the recall place a cross (X) in the square opposite the word "no".

Done by order of the Independence City Council this ____ day of _____, 2026.

_____

Jackson County Board of Election Commissioners

BILL NO. 26-069

ORDINANCE NO. 19818

AN ORDINANCE CALLING FOR A SPECIAL RECALL ELECTION; PROPOSING THE FORM OF THE BALLOTS AND DIRECTING THE CITY CLERK TO DO ALL THINGS CALLED FOR BY LAW IN CONNECTION WITH THE HOLDING OF SAID ELECTION.

WHEREAS, the Council of the City of Independence, Missouri, has received notification from the City Clerk that a petition to recall Councilman John Perkins has been deemed sufficient to place the question on a ballot; and,

WHEREAS, in accordance with Section 7.10 of the Charter of the City of Independence, the hereby Council submits the question to the voters of the 1st District.

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

SECTION 1. Pursuant to Section 7.10 of the Charter of the City of Independence, the Council submits the following question to the qualified voters of the 1st District of Independence:

Shall John Perkins be recalled from the office of 1st District Councilmember of the City of Independence?

INSTRUCTIONS TO VOTERS

☐ YES ☐ NO

Voters in favor of the recall place a cross (X) in the square opposite the word "yes". Voters opposed to the recall place a cross (X) in the square opposite the word "no".

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SECTION 8. That this Ordinance, in accordance with Section 2.22 of the Charter of the City of Independence, Missouri, this Ordinance shall be in full force and effect from and after its passage and adoption.

SECTION 9. That correction of any scriveners' errors identified within this Ordinance are hereby authorized by this Ordinance.

PASSED THIS 14th DAY OF July, 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

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

MEMORANDUM

INDEPENDENCE
★ POWER & LIGHT ★

DATE: June 16, 2026

TO: Mayor King and Members of the City Council

CC: Troy Anderson, City Manager

FROM: Joe Hegendeffer, Director of IPL

SUBJECT: Emergency Source Justification – H-6 Gas Turbine Generator Rotor Removal, Cleaning and Inspection

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The following contractors are required to complete the emergency outage and inspection of the H-6 generator:

- Crane Services: Belger Cartage
- Electrical Disconnect Services: Electrical Corporation of America (ECA)
- Scaffolding Services: BrandSafway
- Generator Rotor Removal, Cleaning, and Inspection: GE Vernova (GEV)

BACKGROUND

H-6 is the generating unit most frequently dispatched by the Southwest Power Pool (SPP), resulting in a significant number of starts and stops throughout the year. During the summer of 2025, an electrical incident in the switchyard introduced current into the neutral grounding reactor. The reactor functioned as designed to protect the generator but sustained damage and subsequently required replacement. During the investigation of this event, staff identified multiple 120 Hz harmonics being produced as a byproduct of generation.

As a result, GEV was engaged to perform a generator inspection, including a visual assessment and electrical testing. The inspection revealed poor test results, discoloration of the rotor, and contamination of the windings by an unidentified dust-like material. This contamination is believed to be contributing to the degraded electrical test results.

Based on the inspection findings, staff have determined that continued operation without corrective action presents an unacceptable risk of generator failure and additional equipment damage. An outage is therefore necessary to inspect, clean, test, and restore the generator to acceptable operating condition.

SPP CAPACITY REQUIREMENTS

H-6 is the unit most frequently called upon by SPP and is a critical asset for meeting market and reliability obligations.

In addition, the unit is required to undergo a capacity accreditation test every five years. This test must be performed within specific ambient temperature and relative humidity conditions that are typically only available during the summer months. Successful completion of this test certifies the unit's generating capacity and is necessary to maintain its accredited status within the SPP market.

PLANNED OUTAGE

The planned outage is expected to last approximately twenty (20) days and will involve the coordinated efforts of three contractors.

ECA will disconnect the generator bus bars, control wiring, and generator protection circuits. Following these activities, GEV will dismantle portions of the generator compartment and prepare the rotor for removal.

Once the generator compartment has been opened, BrandSafway will erect a temporary work platform over the basement area to eliminate fall hazards and provide safe access for personnel. GEV will then remove the rotor and place it in a designated work area.

After the rotor is safely positioned, BrandSafway will construct a temporary enclosure around the rotor. Dehumidification equipment will be installed to maintain proper environmental conditions and protect the rotor during inspection and repair activities.

GEV will then perform detailed cleaning, inspection, and electrical testing of the rotor and stator. Upon completion of all corrective work and satisfactory test results, the generator will be reassembled and returned to service.

GE VERNOVA

GEV will perform the generator disassembly, rotor removal, inspection, cleaning, testing, and reassembly.

Justification for selection includes:

- Currently mobilized in Independence performing the major inspection of Gas Turbine J-2. Allowing for a quick turnover site to site.
- Original Equipment Manufacturer (OEM) for the generator and associated equipment.
- Extensive experience working with the City of Independence and familiarity with the City's generating units.
- Access to original engineering drawings, specifications, and technical resources.
- Ability to provide a qualified team of specialists capable of identifying and correcting root cause issues.

BELGER CARTAGE

Justification for selection includes:

- Existing pricing agreement with the City of Independence.
- Currently onsite supporting the J-2 major inspection project.
- Extensive experience performing similar heavy-lift projects throughout the region.
- Established record of meeting or exceeding performance expectations.

BRAND SAFWAY

Justification for selection includes:

- Long history of providing scaffolding services under City agreements.
- Experience supporting similar projects for utilities and power generation facilities.
- Familiarity with power generation safety requirements.
- Ability to mobilize personnel and equipment within the required schedule.

ELECTRICAL CORPORATION OF AMERICA

Justification for selection includes:

- Utilized by numerous local utilities for specialized electrical services.
- Currently provides services to IPL, including generator breaker rebuilds.
- Possesses the technical expertise required to safely perform this work.
- Previously performed similar work on H-5 during its generator rebuild.
- Has sufficient manpower available to support the outage timeline.

CONCLUSION

Staff recommends the creation, funding and approval to use a capitol account of $1,000,000.00 to cover the known costs and allow for any discoverable Items.

Failure to perform this work could result in catastrophic generator damage, significantly higher repair costs, extended forced outages, and reduced generating availability. Delaying corrective action also increases operational risk to IPL and may negatively impact the City's ability to meet its obligations within the SPP market.

For these reasons, staff recommends approval of the emergency source justification and authorization to proceed with the identified contractors.

INDEPENDENCE
FINANCE & ADMINISTRATION

PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above $10,000

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

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

Proposed supplier name and address: Belger Cartage 9801 Alden Street, Lenexa, KS 66215	**Munis Vendor ID #** 200829 **Or attach Supplier's W-9 Form**
Purchase Requisition #:	**Estimated cost: $** 87,692.00

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

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

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 – Please see attached memorandum

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

Department Head Authorization

Name: Joe Hegendeffer	Department: Power & Light
Signature:	Title: Director of Power & Light

City Manager Authorization (Emergency Purchases Only)

Signature:	Date: 06-18-26

INDEPENDENCE
★ FINANCE & ADMINISTRATION ★

PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above $10,000

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

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

Proposed supplier name and address: Electrical Corporation of America 7320 Arlington Ave Raytown MO 64133	**Munis Vendor ID #** 22266 **Or attach Supplier's W-9 Form**
Purchase Requisition #:	**Estimated cost: $** 14,586.00

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

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

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 – Please see attached memorandum

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

Department Head Authorization

Name: Joe Hegendeffer	Department: Power & Light
Signature:	Title: Director of Power & Light

City Manager Authorization (Emergency Purchases Only)

Signature:	Date: 06-18-26

INDEPENDENCE
★FINANCE & ADMINISTRATION★

PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above $10,000

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

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

Proposed supplier name and address: Brand Safway 508 S 14TH Street Kansas City, KS 66105	**Munis Vendor ID #** 143424 **Or attach Supplier's W-9 Form**
Purchase Requisition #:	**Estimated cost: $** 10,384.00

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

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

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 – Please see attached memorandum

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

Department Head Authorization

Name: Joe Hegendeffer	Department: Power & Light
Signature:	Title: Director of Power & Light

City Manager Authorization (Emergency Purchases Only)

Signature:	Date: 06-18-26

INDEPENDENCE
* FINANCE & ADMINISTRATION *

PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above $10,000

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

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

Proposed supplier name and address: GE Vernova International LLC 58 Charles St Cambridge, MA 02141	**Munis Vendor ID #** 201468 **Or attach Supplier's W-9 Form**
Purchase Requisition #:	**Estimated cost: $** 520,860.00

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

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

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 – Please see attached memorandum

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

Department Head Authorization

Name: Joe Hegendeffer	Department: Power & Light
Signature:	Title: Director of Power & Light

City Manager Authorization (Emergency Purchases Only)

Signature:	Date: 06-18-26

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION	Municipality: Independence Municipal	Reporting Period: May 1, 2026 - May 28, 2026
Mailing Address: 223 N MEMORIAL DR, INDEPENDENCE, MO 64050		
Physical Address: 223 N MEMORIAL DR, INDEPENDENCE, MO 64050	County: Jackson County	Circuit: 16
Telephone Number:	Fax Number:	
Prepared by: Dawna Cordon	E-mail Address:	
Municipal Judge:		

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	618	26,273	11,594
B. Cases (citations/informations) filed	30	1,700	397
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	13
3. court/bench trial - NOT GUILTY	0	0	2
4. plea of GUILTY in court	10	834	215
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	268	13
6. dismissed by court	0	59	42
7. *nolle prosequi*	1	117	33
8. certified for jury trial (not heard in Municipal Division)	0	0	1
9. TOTAL CASE DISPOSITIONS	11	1,278	319
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	637	26,695	11,669
E. Trial de Novo and/or appeal applications filed	0	0	1

III. WARRANT INFORMATION (pre- & post-disposition)	
1. # Issued during reporting period	1,909
2. # Served/withdrawn during reporting period	485
3. # Outstanding at end of reporting period	31,230

IV. PARKING TICKETS	
1. # Issued during period	0
☐ Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Independence Municipal	Reporting Period: May 1, 2026 - May 28, 2026

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines - Excess Revenue	$99,819.85
Clerk Fee - Excess Revenue	$10,640.09
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$328.07
Bond forfeitures (paid to city) - Excess Revenue	$450.00
Total Excess Revenue	$111,238.01

Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines - Other	$36,172.00
Clerk Fee - Other	$2,548.48
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	$0.00
Peace Officer Standards and Training (POST) Commission surcharge	$1,099.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$7,836.21
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$78.61
Law Enforcement Training (LET) Fund surcharge	$2,186.50
Domestic Violence Shelter surcharge	$4,381.00
Inmate Prisoner Detainee Security Fund surcharge	$2,189.00
Restitution	$0.00
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) - Other	$2,590.00
Total Other Revenue	$59,080.80

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Court Automation	$7,693.34
Efiling No Case Receipt	$292.50
Law Enf Arrest-Local	$1,596.00
Total Other Disbursements	$9,581.84
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	$179,900.65
Bond Refunds	$14,070.50
Total Disbursements	$193,971.15

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:			
May	2026	Court activity occurred in reporting period: Yes	
Clerk's Physical Address:		Mailing Address:	Vendor
223 N Memorial Dr. Independence, MO 64050		223 N Memorial Dr. Independence, MO 64050	Incode (Tyler Technologies)
Telephone Number:		Fax Number:	
(816) 325-7235			
Prepared by:		Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Dawna Cordon		dawna.cordon@courts.mo.gov	Garry L Helm,Susan G. Watkins

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		8,591	78,088	43,516
B. Cases (citations / informations) filed				
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	0
	3. court / bench trial - NOT GUILTY	0	1	0
	4. plea of GUILTY in court	0	0	3
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	1	97	21
	6. dismissed by court	0	0	14
	7. nolle prosequi	0	3	5
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	1	101	43
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		8,590	77,987	43,473
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: May - 2026

III. WARRANT INFORMATION (pre- & post-disposition)	
1. # Issued during reporting period:	615
2. # Served/withdrawn during reporting period:	423
3. # Outstanding at end of reporting period:	35,696

IV. PARKING TICKETS	
Does court staff process parking tickets? Yes	
1. # Issued during reporting period:	0

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	$6,912.00
Clerk Fee – Excess Revenue	$730.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	$0.00
Bond forfeitures (paid to city) – Excess Revenue	$530.00
Total Excess Revenue	**$8,172.00**
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	$18,342.34
Clerk Fee – Other	$875.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	$133.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	$955.42
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	$0.00
Law Enforcement Training (LET) Fund surcharge	$268.00
Domestic Violence Shelter surcharge	$531.87
Inmate Prisoner Detainee Security Fund surcharge	$266.50
Restitution	$0.00
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) – Other	$680.00
Total Other Revenue	**$22,052.13**
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Records check and copy fees	$76.00
Total Other Disbursements	**$76.00**
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	**$30,300.13**
Bond Refunds	$18,524.45
Total Disbursements	**$48,824.58**