



COUNCIL AGENDA

March 4, 2024

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

Agendas are published late in the week for the following week's Council business meetings. Changes made after the tentative agenda is published will be reflected in the latest version posted.

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INVOCATION

Muriel Luedeman, Independence is Alive and Well

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PRESENTATION RESOLUTIONS

24-712 A resolution recognizing Hollie Allerson of the Community Development Department, as the I-STAR Award Recipient for March, 2024.

Res.No: 6989

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of City Council Meeting Minutes for the Regular Meetings on from February 7 and February 19, 2024
2. Council action is requested to authorize the City Manager to issue a purchase order to Texas Underground, Inc. for an amount not exceed \$188,770.75 to purchase a PipeHunter Model 7744 Truck Mount Jet.
3. Council action is requested to issue a purchase order to A.W. Schultz, Inc. in the amount of \$496,780.00 for the Courtney Bend Water Plant Wellfield Radio Infrastructure and SCADA (supervisory control and data acquisition) Project for the Water Production Division of the Municipal Services Department.

Approved

Approved

4. Council action to issue Change Order #1 to Purchase Order 24000329 to Synagro in the amount of \$100,000 for additional expenses for sludge hauling for the Rock Creek Treatment Plant, for the Municipal Services Department. New revised amount of PO will be \$175,000.00. Approved
5. Council action is requested to expend \$199,000.00 with Cintas for Uniform Services for the Municipal Services, Power & Light, and Police Departments. Approved
6. Council action is requested to authorize the City Manager to issue a purchase order(s) to Insituform Technologies, Inc. in the amount of \$460,025.60 authorizing future minor change orders not to exceed \$46,002.56 for the purchase and installation of Cured In Place Piping (CIPP) as part of the stormwater and sanitary sewer Trenchless Technology projects (no. 130508 & no. 9757). Approved
- Approved

Resolutions

24-713 A resolution requesting that the Missouri Department of Transportation provide for the timely maintenance of all traffic control devices installed along state and federal highways located within the corporate boundaries of the City of Independence (*Sponsored by Councilmember Bridget McCandless*).

Res.No: 6990

24-714 A resolution appointing Amie Jacobsen and reappointing Nancy Kerr and April Preston to the Board of Directors of the Englewood Community Improvement District

Res.No: 6991

REGULAR AGENDA

Public Hearing(s)

A public hearing for the application by Henry Downing requesting a rezoning from R-30/PUD, High Density Residential/Planned Unit Development, and R-12, Two-Family Residential, to R-6, Single-Family Residential, for the property located at 625 N. Lakeview Avenue. ***New Information Only:***

24-009 2R An ordinance approving a rezoning from District R-12 (Two-Family Residential) and R-30/PUD (High Density Residential) to District R-6 (Single-Family Residential) for the property at 625 N. Lakeview Avenue.

Ord.No: 1952

A public hearing for the application by Marvin Mendoza requesting a rezoning from R-18/PUD, High Density Residential/Planned Unit Development, to R-6, Single Family Residential, for the property located at 1220 Dickinson Road. ***New Information Only:***

24-010 2R An ordinance approving a rezoning from District R-18/PUD (Moderate Density Residential) to District R-6 (Single-Family Residential) for the property at 1220 N. Dickinson Road.

Ord.No: 1952

A public hearing for the application by Chris Chancellor requesting a rezoning from BP/PUD, Business Park/Planned Unit Development, and C-2, General Commercial, to I-1, Industrial, for the property located at M-78 Highway and Little Blue Parkway. ***New Information Only:***

24-011 2R An ordinance approving a rezoning from District BP/PUD (Business Park/Planned Unit Development) and District C-2/PUD (General Commercial/Planned Unit Development) to District I-1 (Industrial) for the property at the southeast corner of M-78 Highway and Little Blue Parkway.

Ord.No: 1952

A public hearing for the application by Chris Chancellor requesting a rezoning from BP/PUD, Business Park/Planned Unit Development, and C-2, General Commercial, to BP/PUD, Business Park/Planned Unit Development and approving a Preliminary Development Plan for the property located at M-78 Highway and Little Blue Parkway. *New Information Only*

24-012 2R An ordinance approving a rezoning from District BP/PUD (Business Park/Planned Unit Development) and District C-2/PUD (General Commercial Planned Unit Development) to District BP/PUD (Business Park/Planned Unit Development) and approving a Preliminary Development Plan for the property located at the Little Blue Parkway, Truman Road and M-78 Highway intersections.

Ord.No: 1953

Ordinances

24-007 2R An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453.

Ord.No: 1954

24-008 2R An Ordinance finding, determining, and declaring the necessity of acquiring general utility easements for the 24 Highway & River Water Main Replacement Project (Project No. 9749); 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.

Ord.No: 1955

24-013 2R An ordinance authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Local Public Health Agency Accreditation Assistance Grant Program for the period of December 1, 2023, through November 30, 2024; accepting funds for the period in the amount of \$176,000.00; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations.

Ord.No: 1956

First Reading(s)

24-014 1R An ordinance amending Article 25 of Chapter 18 of the City Code by enacting new sections to add requirements for tow services.

1 R

24-015 1R An Ordinance vacating an existing right-of-way of all that part of Coon Road beginning at 7 Hwy and heading West approximately 631 feet and reserving the same as a general utility easement, Independence, Jackson County, Missouri.

1 R

INFORMATION ONLY

1. Case 24-100-03, a request by Kirk Farrelly with Dollar General to rezone the property at 9800 E. US 40 Highway from C-2 (General Commercial) and R-6 (Single-Family Residential) to C-2 (General Commercial), was advertised for a new information only public hearing at the March 4, 2024, City Council meeting. As this case was continued by the Planning Commission, the new information only public hearing is now expected to be heard at the April 4, 2024, City Council meeting.
2. Case 24-100-05, a request by Carolyn Richardson to rezone the property at 1301 S. Noland Road from C-2 (General Commercial) to R-6 (Single-Family Residential), was advertised for a new information only public hearing at the March 4, 2024, City Council meeting. As this case was continued by the Planning Commission, the new information only public hearing is now expected to be heard at the May 20, 2024, City Council meeting.

3. Boards/Commissions Report
4. ***Please Note:*** *In accordance with RSMo 610.021, the City Council may convene in an Executive Session during or after the meeting, in the Council Chambers and move to Conference Room D for the closed meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).*

COUNCILMEMBER COMMENTS

ADJOURNMENT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Muriel Luedeman, Independence is Alive and Well

Department:**Contact Person:**

REVIEWERS:**Department**

City Clerk Department

Action

Approved

Council Action:**Council Action:**

City of Independence

AGENDA ITEM COVER SHEET

BILL NO. 24-712

Res.No: 6989

Agenda Title:

24-712 A resolution recognizing Hollie Allerson of the Community Development Department, as the I-STAR Award Recipient for March, 2024.

Department:

Contact Person:

REVIEWERS:

Department

City Clerk Department

Action

Approved

Council Action:

Council Action:

City of Independence

AGENDA ITEM COVER SHEET

Approved

Agenda Title:

Approval of City Council Meeting Minutes for the Regular Meetings on from February 7 and February 19, 2024

Department:

Contact Person:

REVIEWERS:

Department

City Clerk Department

Action

Approved

Council Action:

Council Action:

ATTACHMENTS:

Description

- ▣ Reg Meeting Min 2.7.2024
- ▣ Reg Meeting Min 2.19.24 Signed

Type

Ordinance
Ordinance

Regular Meeting Minutes

Wednesday, February 7, 2024

Time Started – __6:01 pm__

INVOCATION

Muriel Luedeman, Independence is Alive and Well

THE PLEDGE OF ALLEGIANCE

ROLL CALL - CM Stewart appeared via Teams

Fears Recognize 865 Scout Troop, both boys and girls' troops, working on their citizenship merit badges.

Motion to present resolutions out of order McCandless

Hobart second

All in favor with 6 ayes and 0 nays

PROCLAMATIONS

Scouting's 114th Anniversary Proclamation

PRESENTATION RESOLUTIONS

24-705 A resolution recognizing Tauvasa Faletagoai, Property Maintenance Officer in the Community Development Department, as the I-STAR Award Recipient for February 2024.

Moved: Hobart

Second: McCandless

Passed 6-0

CITIZEN REQUESTS

Motion to suspend the rules to let non-citizens speak by Hobart, seconded by McCandless

Christina Leakey, President and CEO of Habitat for Humanity, spoke about the City of Independence for supporting Habitat for Humanity and giving those wanting to become homeowners more of an opportunity for that to happen. She also expressed favor of the program allocation that the Council would be considering tonight, which

will help create approximately 10 new homeownership opportunities in the Englewood Arts area.

Deborah Stiner – spoke about being a victim of residential fraud. Jack Murphy is the landlord of multiple houses in Independence. He is the owner of Dahle's Property Solutions. Mr. Murphy uses multiple addresses as a place of residence and business. Mr. Murphy has been transferring his properties into a shell property not registered with the City of Independence. He also has a shell company in Blue Springs. She asks that officials look deeply into him so that people are not being taken advantage of.

Perkins – We will follow up with the City manager to look at the addresses that Ms Stiner gave. CM Walker stated he will work with Community Development staff to investigate these addresses.

Mary Wilcox read a resolution that the Council would sign, which was prepared by her or other citizens. The resolution spoke of protecting the property rights of citizens and that their rights would be considered first in the planning and zoning process.

Leigh Phillips spoke out against the Englewood Overlay Project and objected that not everyone living there was notified of the planning commission's plans. (People holding up signs that said no rezoning and overlays)

Doug Cowan, President and CEO of the Community Services League, was here in two capacities—one with the Scouts and the other with CSL. The Scouts were attending the meeting to earn their citizenship badge. They wanted to speak about the item in tonight's public hearing regarding the ordinance on short-term lending services. They praised the City for changing its ordinance to reduce the number of short-term lending services in the City. CSL and Holy Rosary Credit Union have opened multiple offices within the City to help families close the short-term credit gap.

CONSENT AGENDA

Moved to approve reports and recommendations of the City Manager: Hobart

Second: Fears

McCandless would like to pull item #3 and item #4

Fears also would like to pull item #3

Approval to pass items that were not pulled passed 6-0

Reports and Recommendations of the City Manager

1. Approval of City Council Meeting Minutes for the Regular Meetings on January 2nd and January 16th, 2024.

2. Council action is requested to approve expenditures for one (1) year, with four (4) one-year renewal periods for Radio System Maintenance with Motorola Solutions for the Police Department.

3. Council action is requested to issue a contract to AAA Disposal Service for Trash Pick-Up Service for all City Departments coordinated through the Facilities Division within the Parks | Recreation | Tourism Department.

4. Council action is requested to authorize the City Manager to execute a license agreement on behalf of the Noland Road Community Improvement District with the Missouri Highways and Transportation Commission to construct a monument marker.

5. Council action is requested to authorize the City Manager to approve a construction contract with Linaweaver Construction, Inc. for an amount not to exceed \$1,050,787.20 authorizing future minor change orders not to exceed \$105,079 and/or time extensions for the Little Blue Parkway and Jackson Drive Intersection Improvement Project (No. 112405).

6. Council action is requested to expend \$190,000.00 in expenditures for Vehicle Upfitting/Changeovers with 911 Customs for the Police Department for the fiscal year 2023-2024.

7. Council action is requested to authorize the City Manager to approve change order #2 to the existing contract (PO 21000753) on the design contract with WSP USA for an amount not to exceed \$88,145.10 authorizing future minor change orders not to exceed 10% of the new contract total as part of the Square Streetscape Project (No. 111902).

8. Council action is requested to authorize the City Manager to approve a purchase order change order #2 to the design contract with Burns & McDonnell as part of the 24 Highway Complete Streets Project Phase 3 (No. 112212) for an amount not to exceed \$182,276 authorizing future minor change orders not to exceed \$18,227.60.

Resolutions

24-706 A resolution directing the City Manager to issue a Request for Proposals to engage an architectural and engineering firm to complete the City Hall Programming and Master Plan Study. (This resolution addresses item 4.1.D of the 2023 City of Independence Action Plan).

24-707 A resolution amending Resolution 6858 that established the Independence FIFA World Cup Advisory Committee.

PULLED ITEMS

Item #2

McCandless moved to approve item #2, seconded by Fears

McCandless to City Manager Walker – Interested in the contract with AAA Services. There have been some complaints, so she wanted to know why they were chosen and whether there are any performance metrics.

City Manager Walker: The City received three bids. One vendor was deemed non-responsive because they did not bid on all the items for which the City sought services. This vendor was recommended for approval by the Council because their bid was 50% lower than the other vendor's. Under the procurement policies, unless there is a reason to consider the other bid, this is the bid they bring to the Council for consideration. Staff is monitoring the performance of the contract. If they fail to perform, then the City has a right to terminate the contract if the vendor is found to be non-responsive or underperforming to the metrics that have been established.

McCandless: Very good.

Fears: Normally, he would favor a local company, but the difference in cost is over \$100,000, and we cannot make that kind of concession, so he is in favor of this.

Hobart: To CM Walker – Was the bid chosen based on the City's established guidelines?

CM Walker: Yes, sir.

Hobart: I had no say in the choice of this bid over other bids.

CM Walker: This was a traditional bid where the proposals were opened to determine the lowest bid. This bid was the one chosen to be brought before the City Council.

Hobart: I wanted to clarify that Hobart had nothing to do with this.

CM Walker: This is a staff recommendation.

Vote to pass: Pass 6-0

Item #4

McCandless to CM Walker: Could you please talk about this item? It is a CID for a sign near the entrance to the City.

CM Walker: Nearly 10 years ago, the Noland Rd Community Improvement District (CID) was established by a vote of the Commercial Business Owners within that area. A 1% sales tax allows them to make specific public improvements. If authorized by vote tonight, they can place a monument sign on the State right-of-way as you exit from EB I70 onto Noland Road. This is next to the Five Guys restaurant, between the exit ramp and the restaurant. It will feature the Noland Road CID insignia and let people know they are entering that corridor. As the City, they have to approve on behalf of the Noland Road CID, but the district will fund and execute the project.

Fears: Will this be lit at night?

CM Walker: Great question. I'll ask the Noland Road CID director to come up and give a more specific answer.

Mr. Winship, Noland Rd CID director: Yes, it will be lit at night—one of two locations that MODOT approves for different cities. One is in Lee's Summit at Lakewood. This will be at I70 and Noland Road. This is the first entrance into Independence from the West. This will help identify Independence.

Fears: If there is another opportunity to do it coming from the east, he would like to see that, too.

Winship: Noland Road CID can only work within the area listed in the statute. If this were to be done on the east side, it would have to be done by the City.

Fears: I understand.

Mayor - Mr. Winship celebrated his 90th birthday a week ago.

Item #4 - McCandless moved; Fears second 6-0 passes

REGULAR AGENDA

Public Hearing(s)

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

Rick Aroyo speaking: Code amendment was considered on 12/12/23. The Planning Commission voted in favor of this amendment. The amendment updates Section 14-422-03 of their donation bins code to consider bins exceeding the max of 25 sq ft, a non-residential building rather than an accessory structure. It also adds clarification by officials for city staff and the City's contractor, as well as clarifying codes for officials who have the authority to abate the donation bins on public and private property when violations are found—no new information is to be added.

No one spoke in favor of or in opposition to this ordinance. Public Hearing closed

24-003 2R is an ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code about donation bins. 2R

Vote: Passes 6-0

A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to short-term loans. *Full Public Hearing.*

Rick Aroyo planning commission also considered this on 12/12/23, voting in favor of this amendment. This code amendment updates the terminology code Section 14-200-05-J by including the consumer loan installment providers RSMo. 408-510 as a short-term loan service. This is separate from other financial institutions such as banks and credit unions. No new information to be added.

No one spoke in favor of or in opposition to this ordinance. Public hearing closed.

24-004 2R An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code about Short-Term Loan Services 2R
Hobart to CM Walker: Has there been a discussion to reduce the number of these short-term financial institutions even more?

CM Walker: We have been monitoring to assess the impact of the new UDO. At this time, we feel it has been effective in doing that. I'm unaware we have revisited it since then, but we could.

Hobart: If it makes sense to look now that CSL has a couple of locations for an alternative, there may be a chance to knock out another couple dozen.

CM Walker: I don't feel there's anything harmful to do further research and look at and report back to Council on findings.

The Mayor – applauds the City staff and Council for taking this item on. The woman who had borrowed \$1500 for 2 years of nonpayment owed \$17,000. We need to protect people from that kind of predatory lending.

Fears – We are headed in the right direction.

Vote: Passes 6-0

Ordinances

24-005 2R An ordinance amending the amounts authorized in the Development Agreements with Truman Heritage Habitat for Humanity as approved by Ordinance Numbers 19236 and 19237 2R

Vote: Passes 6-0

First Reading(s)

24-006 1R is an ordinance approving a Final Plat for Redwood Independence in Independence, Missouri. 1R

24-007 1R is an ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453. 1R

INFORMATION ONLY

1. Eastern Jackson County Shared Services Initiative annual update.
2. Purchase order 24000988 for \$300,000.00 was issued to John Moore Oil Company for Substation Fuel Oil for the Power & Light Department.
3. Please Note: In accordance with RSMo 610.021, the City Council may convene in an Executive Session during or after the meeting in the Council Chambers and move to Conference Room D for the closed meeting on matters of litigation, legal action and 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

Perkins: Shout out to the Independence Square Association Board of Directors and their partners working the last 5 years, putting in thousands of hours to achieve accreditation from the Missouri Main Street Connection and the Main Street America Connection. This brings a level of top-tier status to their organization. This status is for cities working to develop, enhance, and historically preserve their downtowns. This is a status that only ten cities in Missouri have. We are one of ten. This gives them the ability to go after more grant funding. It also helps with micro-tourism. This is a very significant accreditation.

Fears: Mention to the community that the Council has recently hired a city management analyst, who will start on February 12th. The only other thing to say is, Go Chiefs! Please do not go out and shoot your guns. We do not need that kind of risk in our community.

Stewart: His daughter Emmaly turned 7 today.

McCandless: A resolution was passed to expand the FIFA World Cup committee. She asked the CM to build an application process. Anticipate there will be a need for subcommittees for that. Kansas City was selected for five games and a semi-final match, which is a huge deal. Millions will watch, and hundreds of thousands will celebrate in our community.

Second item – The City Manager submitted Independence TOGETHER to the International City County Manager's Association Conference, and they were selected for a presentation at a 2024 meeting in Pennsylvania.

Next item – I will ask colleagues if we can reconsider doing a 4th Monday study session. We have some important decisions coming and would like to ensure we have the opportunity for robust discussions on items of import.

Last item – The City of Independence has been part of a legal settlement that addresses the toll that opioids have taken on communities. As part of the settlement, funds will come to the City for intervention, prevention, and treatment. We have already gotten some funds, some of which are still outstanding, but the funds we have received are set aside in separate funds. We will owe a separate accounting to the State of Missouri for how those funds are spent. This is an important opportunity, and we need to be very careful and deliberate in assigning those funds and use evidence-based practices to decide what we will do with them. The Advisory Board of Health has recommended using the funds for city services. Still, she would like to invite the broader community to have input on this issue. It will be essential to get advice from people who have expertise in the field of mental health and substance abuse disorders. I want to recommend we have an ADHOC committee on opioid settlement funds, I would propose a request for a proposal process so that we can take applications and review the best ideas for our community. I would also suggest a citizen panel to

increase our chances of getting grant funds from the State of Missouri and foundations. Also, a good audit process and data function are critical to the stewardship of these funds. I would propose the new internal auditor staff the Committee. I would happily work with the City Manager on a resolution for this.

Hobart: I had the Audit finance meeting last week. The general reserve fund is at 16%. When we started 3.5 years ago, we were at 4%. That is a massive testament to the discipline of the City Manager and his staff. Thank you to CM and everyone involved.

A group went to the Chamber Annual Banquet, which was fun. Thank you to the staff that put that on. It was genuinely entertaining. His employer, Blue Ridge Bank, was named Employer of the Year. It has been a part of this community for 65 years.

McCandless: shoutout to Fears, Perkins, and Hobart, who sit on the Audit and Finance Committee, as well as Cindy Gray for the clean audit.

Mayor – The Council passed a resolution regarding MARS and the encryption system for the police radios. It was clear we would not make encryption available for ISD to use the system. He would like the City Manager to work with them on ideas to go in a different direction.

There was a young lady who became very sick and had to be hospitalized at CMH. A compliment to the City is that she asked her parents to bring her Independence water to CMH.

He was at an appreciation dinner at Bingham Wagoner last Saturday. Volunteers have had a significant impact on keeping historic venues alive and inviting. Their love for the facilities is unquestioned.

The chamber banquet was fantastic.

City Manager: Recognize the Scouts. Once, he sat through a city council meeting in Trenton, MO, to get his citizenship badge.

Several months ago, we met in an executive session to discuss the future of the Independence Center. The property is now listed for sale by the current property owner. It is not a signal they are closing but ready to pass it on. There was a pitch to the Kansa City Royals to consider the site for building a new stadium. We think there are a lot of benefits to the stadium being at this site. That property gets about 73 million cars that pass by it every year; there are 90 acres, it is a great place to build a ballpark and ballpark village, and many Class A apartments have been approved and constructed in that area. More registered voters are with the Jackson County Election Board than the City of KC Elec Board. In the last five elections, our voter turnout has surpassed KC (25% vs 19%). We feel there would be more support by the voters building here. We have sent letters and emailed Royals ownership but have not heard back. Jackson County Legislature will put this before the County in April.

There is still time to revisit the issue. We are making this public appeal to the team to consider this.

Mayor: Town hall meeting on Sunday at 5 – would anyone come? We must celebrate the KC Chiefs' return to the Super Bowl for the 2nd time. Mahomes is the next GOAT for the NFL. Andy is a remarkable coach. How about those Chiefs?

Adjourned 7:19 PM



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

ATTEST:



City Clerk



Regular Meeting Minutes

Monday, February 19, 2024

Time Started – 6:03 PM

INVOCATION

Councilmember John Perkins gave the invocation

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Fears, Perkins, Stewart, Hobart, Mayor Rowland

Absent - McCandless

** Interim City Manager Lisa Reynolds, Director of Municipal Services, is filling in for City Manager Zach Walker

CITIZEN REQUESTS

None

Proclamation Engineer's Week – Proclamation presented to Mitch Kreiza

Hobart made a motion and requested to take a moment of silence in remembrance of Lisa Lopez Galvan, who was shot and killed during the Super Bowl Celebration at Union Station on February 14, 2024.

Seconded by Mayor Rowland

All in favor

CONSENT AGENDA

Reports and Recommendations of the City Manager

Hobart Motion to approve Consent Agenda

Second: Perkins

Passed 5-0

PULLED ITEMS:

Stewart: 5, 6 and 9

Perkins: 7

5) Motion to approve by Stewart; Hobart 2nd

Stewart to Acting City Manager Lisa Reynolds for a synopsis, specifically the lifespan.
Deferred to Chief Dustman

Mobile Command units deployed during a recent police shooting in MN.

We have been without this asset for well over ten years.

Allocated funding for this mobile command center to be used in any critical incident, any major crime scene investigation, and any large-scale events such as Santa Caligon Days, Independence Day Celebration

KCPD had their mobile command center deployed at the shooting that occurred at Union Station. They are the central nervous system for any sort of successful outcome in a critical or major incident. We have the World Cup coming up, which would allow this center to be used for any sort of events the city has. This center would also be used during any sort of natural disaster or any sort of critical incident in a school where we would have massive evacuations that would need to be done.

Last year, IPD SWAT was called out 106 times. Part of this system is essential and vital in the successful outcome of these incidents.

We have previously had to borrow from KCPD. We can only borrow when they are not using their unit for other reasons.

Not a special request or unforeseen expense. This was part of the budget and went through an extensive vetting process. The Public Safety Tax Oversight Committee and Planning Commission which both unanimously approved. It came in on budget approved by the City Council; no additional funding is necessary.

Stewart: What is the life of this vehicle, and how long will it be before we receive it?

18-24 months to receive, and the vehicle will last 20 years, minimally.

Passed 5-0

Item #6 Motion to approve by Stewart; 2nd Hobart

Stewart to Interim CM asking for a brief synopsis of this item.

The purpose of this is to add bike lanes and sidewalks to the section of Noland Road from 24 Highway to Fair, ADA compliant, and to provide facilities for non-vehicular travel.

The component of this study would be the traffic study updating numbers, updating the traffic numbers along this corridor, and making sure this will work with the plan. They would present the findings to the Council and proceed with the project.

This will actually reduce the lanes on Noland Road.

Federal money will pay for this.

Stewart will vote no because he feels we should not reduce lanes there.

If traffic data doesn't support the reduction, they would circle back and re-evaluate options and other alternatives.

Perkins: Initial traffic counts may have been done during COVID when traffic was not as heavy. The re-evaluation will take place now that traffic is back to normal. We have the alternative of not moving forward with this.

Passed 4-1 (Stewart voting no)

Item #9 Motion to approve by Stewart; 2nd Hobart

Stewart to Interim CM asking for a brief synopsis of this item.

The future of IPL is under study right now with the firm DKMT. Council had asked for public engagement on this item regarding selling IPL or keeping it a municipal owned utility. This will help us engage and discuss options with residents before this being put on a ballot.

Fears: We must provide this information to the community so people can make an educated decision.

Stewart: Opposed to selling IPL but agrees we need input from community. He will vote yes for that reason only.

Passes 5-0

Perkins: Item 7

Interim City Manager – this item needs to be tabled indefinitely. There was an error with the original purchase order amount, so the money ran out. However, the amount was well below the original amount that the Council approved. There is an adequate budget for this system.

Perkins motioned to postpone indefinitely. 2nd by Fears

Postpone indefinitely passed 5-0

REGULAR AGENDA

Ordinances

24-006 **2R** An ordinance approving a Final Plat for Redwood Independence, in Independence, Missouri. **2R**

Passed 5-0

24-007 **2R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453. **2R**

Stewart pointed out there is an error in the ordinance that needs to be corrected.

Stewart motioned for the item to postponed. 2nd Hobart

Item is postponed to the March 3, 2024 regular meeting.

First Readings were read

COUNCILMEMBER COMMENTS

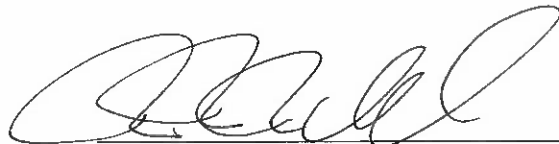
Fears: Commissioned 4 new police officers last week. Just went to an open house for Transportation for All Independence. They are trying to improve transportation for citizens and are looking for feedback from the community.

Hobart: Give a very sincere thanks to IPL. We have a brand-new sidewalk on N side of 40 highway from Blue Ridge Cutoff. Thank you to Ms. Reynolds and staff for obtaining the grant however, there was no money to pay for lighting. This has been a big problem along this stretch of highway as there have been a number of people over the years, hit by cars in that area, at night. IPL has taken it upon themselves to install lighting. Residents of 4th district are very happy.

He also enjoyed watching Chiefs win. There's a lesson to be learned from Patrick and Andy. To approach your job and day-to-day business and never have any doubt that you're going to get it done without anyone else believing in you. Independence gets beat up a lot. We need to remember that that we stick together and believe.


ADJOURNMENT

6:36 PM



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

ATTEST:


City Clerk



City of Independence

AGENDA ITEM COVER SHEET

Approved

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order to Texas Underground, Inc. for an amount not exceed \$188,770.75 to purchase a PipeHunter Model 7744 Truck Mount Jet.

Recommendations:

Council approval is recommended.

Executive Summary:

Approval of this item will authorize the City Manager to issue a purchase order to Texas Underground, Inc. in the amount of \$188,770.75 for the purchase of a Pipehunter Model 7744 Truck Mount Jet.

This pricing quote comes from cooperative contract SC01-21, Item #SC21C048 with the Houston-Galveston Area Council (HGAC). Purchases under cooperative agreements are authorized by Section 8.06.004, Paragraph 5, of the Independence City Code, which states that when cooperative bids or contracts are used, they will first have been established pursuant to generally accepted governmental purchasing practices and the competitive bidding process.

This is a budgeted capital purchase.

Background:

This unit is a truck mounted cleaner which uses hydraulic water pressure to clean sanitary sewer mains and laterals in the Right-Of-Way. It is designed to clean debris, roots, and grease that would cause blockage in sanitary sewer pipes, and possibly back-up into homes or businesses.

The City currently has 3 pressure cleaning units which are tasked with maintaining the 615 miles of sanitary sewer pipes in the City. This purchase will replace unit #4127 which was purchased in 2004.

Fiscal Impact:

The fiscal impact to the City is \$188,770.75. Funding for a Pressure Cleaning Truck (No. 302403) is included in the FY 24 adopted budget, page number 183, account number 7030-5406.

Department:	Municipal Services	Contact Person:	Lisa Reynolds
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REVIEWERS:

Department	Action
Public Works Department	Approved
City Managers Office	Approved

Council Action:	Council Action:
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ATTACHMENTS:

Description	Type
▣ Pipehunter Quote - Texas Underground	Exhibit
▣ COOP Contract - Texas Underground & HGAC	Contract

T E X A S UNDERGROUND

Phone 800 373 1318 Fax 281 485 5953

1617 Garden Road Pearland TX 77581

www.pipehunter.com

02-07-24

City of Independence

Attn: Mr. Steve Brown

14909 East Truman Road

Independence, MO 64051-0519



RE: PipeHunter-7744 Truck Mount Jet

Dear Steve,

Texas Underground and I greatly appreciate the opportunity to work with you on the truck mounted sewer jet. Below is pricing for a PipeHunter model 7744 Truck Mount jet with 700- gallon water capacity, Hydraulic Rotating/Articulating Hose Reel (Left to Right and Hose In and Out) and 4,000 PSI & 25 GPM.

The Pricing Below Reflects HGAC Contract SC01-21 Item# SC21C048

Features of the 7744 Truck Mount Jet Include:

Water Storage Tank

- Single water tank - 700-gallon capacity with Baffle Balls
- High-density polyethylene construction – color black
- Ultra violet inhibitors to prevent brittleness when exposed to sunlight
- Single hydrant filler assembly
- Main water tank sight gauge (1) – visible from Operator's workstation
- 25' fill hose with storage rack

Water System

- Giant Triplex positive displacement – ceramic plunger type
- 25 GPM & 4,000PSI
- Air purge for winter operation
- Wash down system- 43H with gun and 25ft Hose
- Multi-flow valve
- Winter recirculation system for safe operation in cold weather

Engine

- Kubota 74 HP Tier 4 Final Diesel with Clutch
- 15 Gallon fuel tank
- Engine Shroud/ Belt Guard/ Fenders – Aluminum

Digital Gauge package –water temperature, oil pressure, 12-volt ignition system with alternator and battery, starter with lock start switch, pressure gauge – water, single lever water control valve –regulate direction of water hose reel or return to tank utilizing a high-pressure valve assembly, tachometer, hour meter, oil pressure

Keyed ignition switch

Electric throttle

Automatic engine shut down system for low oil pressure and high coolant temp

Safety Lanyard (1) Emergency Kill

Hose Reel/ Nozzles

Unit is equipped with an articulating 800-foot capacity narrow design level wind reel

Push button control for articulation and locking of the reel

Hose reel will articulate hydraulically 90 degrees to each side of center. Articulates on a heavy duty bearing.

Hose reel lock hydraulically in any position throughout its travel.

The reel lock system incorporates a fail-safe lock system

Manual footage counter

Standard level wind

Hose reel mounted on a 3/8" steel plate, narrow design 12" in width for easy level wind.

800' of 1/2" 4000PSI jet hose sewer hose

10' x 1/2" steel braided leader hose

Hose reel equipped with a manual footage counter located at operator station

Hose reel equipped with "Free Wheel" option

- (1) Tiger tail
- (1) Nozzle rack (1/2")
- (1) 15 Degree Nozzle (1/2")
- (1) 30 Degree Nozzle (1/2")
- (1) Nozzle skid assembly 6" (1/2")

Electrical/ Lighting

Low Water Warning light

12 Volt electrical system

Panel light – lights up control panel

Work light on the control panel – flood light to light up the work area.

LED Strobe light with limb guard, switch located on control panel.

12 Volt power outlet on control panel

(4) flat amber strobe lights on each corner of the unit

LED Arrowstick w/control box

LED work lights on each end of arrow stick, one driver side, one passenger side

Truck Mount onto F550 Gas 2WD regular cab

Mounting onto this chassis included

Frame 6" x 3/16" custom

D.O.T. Stop, tail and turn signal lights (recessed)

Tool Tray, Above Frame-Aluminum 14" x 14" x 60" (2) One on each side.

Tool-box (18" x 18" x 36"), constructed of diamond tread plate, locking – mounted above frame (one each side) Side Opening

Long-Handle Tool Storage (3" PVC mounted alongside water tank)

Complete parts book on supplied equipment – Pipe-Hunter (1)

Operator's manual on Pipe-Hunter (1)

Engine operators Manual (1)

Paint

All metal is cleaned and etched with phosphoric material to insure permanent bond of primer and paint

Each component is painted separately prior to assembly

The entire unit is painted black

All metal is coated with Speed Liner Industrial coating.

2024 PipeHunter 7744 Truck Mount:

\$120,770.75

Plus, sales tax, title & license fees.

2024 Ford F-550 Gas single axle

\$ 68,000.00

Total invoice amount: \$188,770.75

Freight, Delivery, and Lifetime Training Included.
Pricing good for 30 days from date of proposal

Upgrade To 4WD Chassis Add \$3,500.00

Thank you for your consideration of PipeHunter. If you need any additional product information, or have questions, please do not hesitate to contact me directly at 800 373 1318 Ext 205 or todd@pipehunter.com

This proposal becomes a contract for delivery and payment of the merchandise listed above when signed by the customer or one of its officers. * Subject to availability.

Customer Name _____ PO# _____

By _____ Date _____

Todd B. Bolin
National Sales Manager

AMENDMENT No. 1 to CONTRACT No. SC01-21
For
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Texas Underground, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through December 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

82EC270D5D61423

Chuck Wemple, Executive Director
Date: 1/4/2024

Signed for: **Texas Underground, Inc.**

DocuSigned by:

99AF6FE68B40496...

Todd B Bolin NATIONAL SALES MANAGER
Date: 1/4/2024

Printed Name & Title:



HOUSTON-GALVESTON AREA COUNCIL PROCUREMENT AND CONTRACTS PROGRAM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires the Houston-Galveston Area Council (H-GAC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors/providers. In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Houston-Galveston Area Council or other federal department or agency, may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Houston-Galveston Area Council or other federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ YES ☐ NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all 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 certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Houston-Galveston Area Council, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR _____

VENDOR ID NO. / FEDERAL EMPLOYER ID NO. _____

Todd B. Bolin

Signature of Authorized Representative

01-04-24

Date

Todd B. Bolin

Printed/Typed Name of Authorized Representative

National Sales Manager

Title of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a contractor to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such contractor from participation in this transaction. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective contractor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this 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 ineligibility of its principals. Each participant may, but is not required to, check the Non procurement 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 6 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 may terminate this transaction for cause or default.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Texas Underground, Inc. - Public Services - -ID: 6062 20-01558

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Texas Underground, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1617 Garden Road, Pearland, TX 77581.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2021 and ends Dec 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Texas Underground, Inc.

Signature 
99AF6FE68B40496...

Name Todd B Bolin

Title Sales Manager

Date 12/21/2020

H-GAC

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/21/2020

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Texas Underground, Inc. - Public Services - 20-01558

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A		
Texas Underground, Inc.		
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services		
Contract No. SC01-21		
H-GAC PRODUCT ITEM BASE OFFERING PRICES		
H-GAC Product Code	Description	Base Offered Price
Pipe Hunter		
B. Sewer Cleaners, Positive Displacement Type, For Truck Mounting		
SC21B022A	Combination Sewer Cleaner 6" 3634PH6C 3Yd Debris Body, Single Engine	\$182,000.00
SC21B022B	Combination Sewer Cleaner 6" 5634PH6C 5Yd Debris Body, Single Engine	\$184,000.00
SC21B022C	Combination Sewer Cleaner 6" 7634PH6C 7Yd Debris Body, Single Engine	\$186,000.00
SC21B022D	Combination Sewer Cleaner 6" 91034PH6C 9Yd Debris Body, Single Engine	\$199,000.00
SC21B022E	Combination Sewer Cleaner 6" 121034PH6C 12Yd Debris Body, Single Engine	\$238,000.00
SC21B022F	Combination Sewer Cleaner 8" 5635PH8C 5Yd Debris Body, Single Engine	\$243,000.00
SC21B022G	Combination Sewer Cleaner 8" 7635PH8C 7Yd Debris Body, Single Engine	\$245,000.00
SC21B022H	Combination Sewer Cleaner 8" 91035PH8C 9Yd Debris Body, Single Engine	\$251,000.00
SC21B022I	Combination Sewer Cleaner 8" 121035PH8C 12Yd Debris Body, Single Engine	\$254,000.00
C. Jet Rodders, For Truck and Trailer Mounting		
SC21C047	Model - #3944 - Trailer Mounted Sewer Cleaner New Model#3744	\$ 57,000.00
SC21C048	Model - #7944 - Truck Mounted Sewer Cleaner New Model#7744	\$ 73,700.00
SC21D037	Trailer Mounted Hydro-Excavator	\$ 63,000.00
SC21D038	33315 PH6HX Truck Mounted Hydro Excavator 3YD Debris 300 Gallon Water	\$154,000.00
SC21D039	56315 PH8HX Truck Mounted Hydro Excavator 5YD Debris 300 Gallon Water	\$237,000.00
E. Standard Portable Sewer Inspection Systems		
SC21E055	Jet Eye Conversion System - Sewer video/cleaning system used in conjunction with an existing High Pressure Sewer Cleaner System. Expressed purpose of this equipment is to simultaneously clean and TV the sewer and storm lines.	\$ 54,000.00
SC21E056	Push Camera System 200' Reel Assembly, Monitor Box Assem., LCD Screen, waterproof transport case	\$ 9,500.00
SC21E057	Portable Mainline Crawler System, Pan and Tilt Crawler, Text Overlay, Digital recording	\$ 50,000.00
H. Miscellaneous Sewer Equipment		
SC21H076	Sidekick Easment Machine; Hyd 4-Wheel Drive	\$ 36,000.00
SC21H077	VacHunter Combo Jet/Vac Trailer	\$172,000.00
SC21H078	RED DAWG SEWER CLEANING NOZZLE KIT 1/2"	\$ 2,300.00
SC21H079	RED DAWG SEWER CLEANING NOZZLE KIT 3/4"	\$ 3,000.00

SC21H080	RED DAWG SEWER CLEANING NOZZLE KIT 1"	\$ 3,500.00
SC21H081	RED DAWG STORM WATER CLEANING NOZZLE KIT 1" & 3/4"	\$ 4,500.00
SC21H082	Red Dawg Root Cutter Kit, 105 Series	\$ 3,800.00

City of Independence

AGENDA ITEM COVER SHEET

Approved

Agenda Title:

Council action is requested to issue a purchase order to A.W. Schultz, Inc. in the amount of \$496,780.00 for the Courtney Bend Water Plant Wellfield Radio Infrastructure and SCADA (supervisory control and data acquisition) Project for the Water Production Division of the Municipal Services Department.

Recommendations:

Council approval to issue a purchase order.

Background:

This request is for approval to do an update to the fiber and Programmable Logic Controller (PLC) upgrades for the existing communications system at the Courtney Bend Water Treatment Plant. This technology is used to transmit data Concerning the wellfields via radios. This project is for fiber upgrades at five sites.

The City needs to hire A.W. Schultz to do this upgrade because they installed the system at the plant in 2015 and then upgraded it in 2016. They also have on staff the tech who created that SCADA system, so having his expertise would minimize disruptions to the operating system.

The Water Department operates the Courtney Bend Water Treatment Plant to supply the entire City of Independence and a significant portion of Eastern Jackson County with potable water. Executing this project is essential to the Water Department's mission of providing an adequate supply of potable water.

This project is planned and budgeted in the Water Department's Capital Improvement Projects fund.

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.

Fiscal Impact:

The fiscal impact to the City is \$496,780.00. Funding for the Courtney Bend Water Plant Wellfields Radio Infrastructure and SCADA (supervisory control and data acquisition) Project is included in the fiscal year 2023-2024 proposed budget, page 262, Municipal Services-Water Fund (040), account number 0407040-5406, Other Improvements.

Department:	Municipal Services	Contact Person:	Lisa Reynolds
--------------------	--------------------	------------------------	---------------

REVIEWERS:

Department	Action
Purchasing Division (Finance Department)	Approved
Water Department	Approved
Finance Department	Approved
City Managers Office	Approved
City Clerk Department	Approved

Council Action:	Council Action:
------------------------	------------------------

ATTACHMENTS:

Description	Type
▯ Quote and Limited Source Justification	Backup Material



A. W. SCHULTZ, INC

6861 Martindale, SHAWNEE, KS 66218

(913) 307-0399 FAX (913)307-0452

www.awschultz.com Email: smcgee@awschultzinc.com

Anthony Dahl

City of Independence Water Department

Operations Supervisor

adahl@indepmo.org

14700 East Cement City Road

Independence, MO 64058

RE: Courtney Bend WTP Radio Infrastructure and SCADA Improvement Project

Dear Mr. Dahl,

Recently, A.W. Schultz was tasked by your office to review existing SCADA and SCADA communications infrastructure and develop a proposed design to upgrade and modernize the system to ensure improved functionality. A.W. Schultz was contacted as a result of being the contracted installation contractor for the 2016-17 SCADA upgrade at the Courtney Bend WTP. A.W. Schultz identified several areas of recommended improvement and ultimately provided a custom proposal addressing all identified areas. It is our belief that all sections of this proposal provide value added services and components that are unique and may be unmatched in either specifications or service from similar components from competitors in industry. We offer the following demonstration of the features and benefits that may be realized in pursuing the proposed upgrade design:

XetaWave Wireless Communications

The existing well fields have the SCADA signals hardwired back to the plant. In general, this is a reliable way of communicating the data, however, this infrastructure is aging and there are a number of signals that are unreliably communicating back to the plant or not communicating at all. The customer's request was to install wireless communications between the well fields and the plant to improve data acquisition for these assets. AWS proposed using XetaWave spread-spectrum radios on an unlicensed band. While there is no shortage of products that operate in this space, XetaWave's offering is unique and superior to those others.

- XetaWave offers backwards compatibility, so upgrades or component replacement over time is seamless and ensures no lost operations time. Competitor products do not offer this feature.
- All XetaWave products are fully designed and built domestically in the United States. This is not true of most competitors' products.
- XetaWave and A.W. Schultz both have robust stock and integrated supply chain, ensuring replacement parts to be readily available.
- XetaWave offers dual radio configurations that enable repeater stations within one device, saving cost, space, and installation. Most competitors do not offer this feature.
- XetaWave operates on Advanced Encryption Standard (AES) for secure systems. This operates on blocks of data using a 256-bit key. Competitor products max out at 128-bit keys.
- The AES-256 encryption is the highest bit key available and is included in the U.S. Government's FIPS Publication 197 as approved to protect up to TOP SECRET. Additionally, A.W. Schultz has received approval for XetaWave for all three primary DFARS contract requirements with the government for use in military facilities. The DFARS are associated with safeguarding defense information controls (48 CFR § 252.204-7008), cyber incident reporting (48 CFR § 252.204-7012), and regulations on cloud-based computing services (48 CFR § 252.204-7010). We have this product in operation at no fewer than 200 installations at seven military bases.
- Further, XetaWave offers no cloud-based hosting solutions or services. While this can offer convenience for certain customers, it is more susceptible to hacking via vulnerabilities in cloud infrastructure.
- The radios, in most cases, offer data throughput at quicker rates than most competitors, ensuring more up-to-date and quality data acquisition.

SCADA Application Development

There are necessary updates required to the existing application developed for plant control. There are update requests to the existing control screens and some updates associated with additional plant work that are a part of the scope within this proposed upgrade.

- A.W. Schultz and our consultants were the original integrators contracted and present for the 2016-17 SCADA upgrade and our intimate knowledge and experience with the system enables us to offer a quicker structured development on the upgrade.
-

- A.W. Schultz and our consultants have been involved in plant maintenance on the SCADA systems since the original upgrade and this continued presence further supplements familiarity and development quality and service. This knowledge allows for quicker development with less down time and operations interruptions.

It is our steadfast credence that our proposal offering is superior in specification and service to any potential competitive offerings. The uniqueness of hardware components and superiority of software development services lends A.W. Schultz's proposal offering as one that may be unparalleled.

We sincerely appreciate your time and review of our initial proposal and all supporting documentation and entertain any additional inquiries either specific or general as they may relate to the proposal and all sections.

Thank you.

Best Regards,



Steve P. McGhee



A.W. Schultz Inc.
6861 Martindale
Shawnee, KS 66218
Phone: (913) 307-0399
Direct: (913) 222-5573
Fax: (913) 307-0452
Mobile: (913) 961-1757
smcghee@awschultzinc.com



INDEPENDENCE

★ FINANCE & ADMINISTRATION ★

PROCUREMENT LIMITED SOURCE JUSTIFICATION Purchases Above \$5,000

A Limited source is defined as:

A purchase that is clearly and legitimately limited to a single source or supply.

- A. If more than one company can respond to your specifications, it is not a Limited source.
- B. The use of Limited source purchases shall be limited only to specific instances, which are totally justified to satisfy compatibility or technical performance needs.

All Limited source purchases shall follow the City of Independence Procurement Policy Section 13.A - B.

I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A LIMITED SOURCE PURCHASE.

A.W. Schultz, Inc
6861 Martindale Rd
Shawnee, KS 66218
913-307-0399

Estimated cost: \$496,780.00

Purchase Requisition #:

Munis Vendor ID #

Or attach Supplier's W-9 Form

This is a Limited or Limited source purchase because (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 the justification for Limited source is "Standardization" then additional supporting documentation must be provided. *
- Procurements of items which the City has established a standard of designating a brand name or manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier for the item.

Describe the proposed goods or services.

Fiber and PLC upgrades for existing communications system. Well Field radio technology to transmit data via radios. Distribution pump station fiber upgrades at (5) Sites. Lime slaking networking upgrades.

What are the specific necessary features that this supplier provides that are not available from other suppliers?

XetaWave (radio) technology along with their PLC components that they installed in 2015 during the first PLC upgrade. Their SCADA tech is who created our current SCADA system. He is the only technician that can work on our SCADA program and perform the work that is being proposed.

Describe your efforts to identify other potential sources and how similar goods or services are unable to meet the required objective.

AW Schultz upgraded our PLC system in 2016. They have the radio technology expertise to transition to our current system. They also have the SCADA technician expertise to minimize disruptions to our operating system while the new work is being completed.

*Testing and Evaluations performed to support standardization.

They have the knowledge to keep our current system uniform throughout the project and able to implement the new with the old without any obstacles.

*How will standardization support the department/agency?	
Is this a one-time procurement? <input type="checkbox"/> No* <input checked="" type="checkbox"/> Yes	*On-going Limited Source procurement requires justification to be renewed <u>every two years</u> .
PRICE REASONABLENESS (Check all that apply and attach back-up documentation)	
<div style="margin-left: 40px;"> <input type="checkbox"/> I reviewed the proposed price to current published catalog, price lists, or market prices as documented in the attachments and the proposed price is similar or less. Attach relevant documentation. <input checked="" type="checkbox"/> Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts. <input type="checkbox"/> The price is set by law or regulations. <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Back-up documentation is attached. </div>	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for Limited source 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 on my part or personal involvement in any way 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 Limited source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for Limited source procurement is accurate and complete to the best of my knowledge and belief.	
Printed/Typed Name: <i>Matthew L. McLaughlin / Matthew L. McLaughlin</i>	Title: <i>Deputy Director</i>

Note: If additional space is required, attach additional sheets of paper and submit with this completed form.



INDEPENDENCE

★ WATER DEPARTMENT ★

MEMORANDUM

DATE: January 17, 2024

TO: Richelieu Sese, Finance & Administration Dept. Procurement Specialist

FROM: Anthony Dahl Water Production Operations Supervisor

SUBJECT: Municipal Services Water Production Courtney Bend Water Treatment Plant Fiber/PLC Capital Project Background Information

This project consists of replacing aging PLC components along with programming the components to work with our existing SCADA system. The current PLCs at each reservoir are twenty plus years old and the infrastructure is failing. This project will upgrade the PLCs at each reservoir. The reservoirs are relied upon to maintain sufficient water to the distribution system and to run those reservoirs we need constant communication via SCADA.

The other portion of this project is updating our communication to our existing well fields. Right now, the well fields communicate with hard wire components, but we are limited to what data can be transmitted via SCADA due to the aging infrastructure. There will be a radio system installed at each well field that will communicate back to the water treatment plant. This allows us to transmit more data that can be useful to the operations of the treatment plant. This will limit downtime and keep sufficient raw water coming into the plant to meet system demands.

The last portion of the project is tying in our current slakers to our plant PLC via ethernet. This will allow more info to be streamlined to our SCADA system to where we can diagnose slaker issues sooner. SCADA HMI's will be updated to represent live data instantly to the operations booth for timely troubleshooting.

Technology is constantly changing, and we are trying to stay ahead of the changes. Our infrastructure is getting to the point where parts and components are getting harder to find. This project should help alleviate some of those issues in the future.

The fiscal impact to the City is \$496,780.00. Funding for the Municipal Services Water Production Courtney Bend Water Treatment Plant Fiber/PLC Capital Project is included in the fiscal year 2023-2024 capital budget, page 262, account number 70402401.

Courtney Bend WTP

Wellfields Radio Infrastructure and SCADA Improvements Recommendations

Submitted: June 23, 2023

Revision 1



A. W. Schultz, Inc

6861 Martindale Rd
Shawnee, KS 66218
913.307.0399

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Courtney Bend WTP Wellfields Radio Infrastructure and SCADA Improvement Recommendations

Section 1: General Introduction to A. W. Schultz, Inc

General Introduction

A.W. Schultz (AWS) has provided quality control solutions to municipalities and natural gas facilities, as well as other industrial applications since 1977. We partner and contract with engineering firms, general contractors, vendors, and project managers to provide the best design and product options for each unique project.

We are proud to be certified by Rockwell Automation as a 'Recognized Systems Integrator'. AWS is also designated as a UL508A certified panel shop and a certified member of the Control System Integrators Association. We provide full-service PLC programming and specialize in the development and programming of control systems with Allen-Bradley and also a wide variety of other PLCs.

We have a long history of satisfied customers that received custom SCADA packages with instrumentation and control systems for numerous water/waste water treatment facilities throughout the U.S. and Canada. We work closely with our customers to provide systems integration and technical support and can offer on-site engineering and field start up when applicable.

All of our senior engineers have over fifteen years of experience providing control and telemetry systems and a majority of them have more than one degree in engineering or related fields. Since most of our engineers have worked at AWS for over ten years, our team brings solid experience and a strong commitment to success on every project.

A.W. Schultz been providing SCADA to various municipal and private treatment facilities since 1996. We have experience in large radio-based telemetry systems for many municipalities and military bases.

Requested Proposed Design

We understand there have been many problems with the existing hardwired connections to the wellfields. From our experience on the last SCADA upgrade in ~2017, we can point out some issues we see that contributed to issues with this system's reliability. A radio system must be reliable. Our proposal includes providing providing a spread-spectrum radio system using XetaWave 900 MHz radios. We have found these radios to be incredibly reliable, robust, and fast. We have systems using XetaWave currently installed for > ten locations with individual sites within the individual networks numbering from as few as sixteen remote sites to up to 65. The system we are proposing has 120k/s total throughput.

With our design, we anticipate a complete polling of all of the sites in less than 20 seconds. Currently, for our site located in Ft Sill, OK we poll 26 sites in approximately 20 seconds; Ft A. P Hill, VA for 65 sites in 72 seconds and Wright-Patterson AFB (Dayton, OH) with multiple networks about 1.3 second per site,

multiplied by the number of sites. Ft Belvoir, VA is currently on a serial radio system with 40 sites with a complete polling time of 55 seconds.

AWS will provide a bid using the system at 900Mhz frequency.

Section 2: A W Schultz's Proposed Design

With IT permission, we can enable the system such that it has remote access so AWS can provide online troubleshooting of the computer system and PLCs. AWS would work with the City of Independence's IT group to provide the necessary firewalls, and with the local plant on security issues. This also requires the radio system to have enough bandwidth and reliability to go online with and allow technicians to troubleshoot the PLCs if necessary. We understand this may not be an option. At minimum, we believe with meet our core requirements with our proposal for this project.

Computer Hardware

Fundamentally, the system currently installed for SCADA is appropriate for the application. No changes to hardware are to be considered as a part of this scope. If changes are deemed necessary throughout the course of the project, AWS will work closely with the IT group to resolve.

HMI System

AWS is assuming that the current Aveva/Wonderware System Platform with Orchestra application can be fully retained for the existing system(s) with updates and therefore be reused to develop changes to the remote sites and SCADA as proposed.

We do not anticipate changes being required to the existing application software suite. However, modifications within the existing HMI will be required to ensure that the data passed via the radio system will be received and displayed properly within the current application. AWS will subcontract and retain the services of independent contractor, Michael Graeber, who developed the original application and provided PLC programming at the plant level.

Distribution Remote Sites SCADA Panel Replacements

Typical of the following sites: 35th Street Reservoir Pump Station, 39th Street Reservoir Pump Station, Van Horn Pump Station, Chrysler Booster Pump Station, North Main, Dodgion

- AWS will remove the existing control panel and install a complete functional replacement.
- PLC will be a new Allen-Bradley 1769-L24ER-QBFC1B PLC.
- A local OIT will be installed in the new panel. OIT to be Allen-Bradley PanelView Plus 7 Standard model, 7" screen.
- Unmanaged Ethernet switch.
- AWS will program the PLC to match the function of the existing controller.

- AWS will remove and reinstall/reconnect the existing communication equipment associated with the SBC Frame Relay Network. NOTE: This network may have been replaced with fiber optics since we last worked on the stations. In this event, the appropriate fiber patch and connections will be installed in the new control panel.
- AWS will install the above components
- An alternate to this proposal is provided to include a cellular backup for each of the distribution sites.

Wellfields Radio and SCADA System Upgrades

The overall footprint of the system is relatively small, about 1.25 x 1.25 miles. By comparison, other sites we have designed feature a much larger geographical footprint. For example, Fort Sill, OK is approximately the 4.5 x 4 miles and Ft. AP Hill, VA stretches 10.5 x 8 miles. All of our installations use XetaWave radios. Therefore, there are spare parts readily available at our facility. AWS is proposing in essence one radio network that will bring in the data from the remote well sites. All components of the network will be Ethernet-based radio communication.

1. 908-928MHz spread-spectrum radio system. Each of the sites used as part of the system will provide communication for its local sites. The topography for the system will feature two primary areas representing each of the well fields with a radio repeater at each field and with a master radio with a new PLC/data concentrator at the plant.
 - a. The North Well Field will have Wells #42-45 and Wells #47-49 transmitted to a repeater station at Well #46. This site will then repeat the collected data back to the master radio located at the plant.
 - b. The East Well Field will have Wells #35, 36, 38, and 39 transmit to a repeater station at Well #40, repeating data back to the master at the plant. Wells #33 and 34 will transmit directly back to the master at the plant.
2. Install new Wellfield SCADA panels. AWS will provide a lower cost SCADA package design with an Allen-Bradley Micro820 controller. This complete package includes: PLC, NEMA 4X poly enclosure, power supply, 4hr battery backup, and radio. This package is very suitable for well sites and water towers. These are not "power" locations. Currently, AWS is using this package at many remote sites, with over 300 sites in service using this SCADA panel design. This design will result in less expensive repairs, more reliable system, and more overall control. The new PLCs would have a minimum estimated life of 10 years.

NOTE: It is expected and assumed that each of these well sites has available existing AC power to provide connection for the new SCADA control panel.

AWS will guarantee our radio system will be highly reliable with the capability to troubleshoot the system remotely.

Following are similar radio/SCADA systems, we have supplied for in the last 4-5 years.

American Water Enterprise – Ft Sill, total - 40 sites – XetaWave radios - Ethernet
American Water Enterprise – Ft A. P. Hill, - 65 sites - XetaWave radios - Ethernet
American Water Enterprise – Ft Belvoir, total 40 sites – FreeWave radios - serial
American Water Enterprise – Wright Patterson AFB, - 24 sites - XetaWave radios - Ethernet
Missouri American Water – St Louis County, MO - 35 sites - XetaWave and microwave radios - Ethernet
Missouri American Water – St Joseph, MO – 15 sites - XetaWave and microwave radios - Ethernet
Missouri American Water – Joplin, MO - 19 sites - XetaWave radios - Ethernet
Missouri American Water – Warrensburg, MO 9 sites – XetaWave radios - Ethernet
Missouri American Water – Parkville, MO 15 sites - XetaWave radios – Ethernet

AWS does have additional locations where we have implemented these radio systems.

Lime Slakers SCADA Updates

Currently, the Lime Slakers are being included in a phased update. Lime Slakers 2 & 3 have already been upgraded and are Ethernet capable and already available to integrate within the current Wonderware HMI screens. Slakers 5 & 6 have been awarded and will be rehabbed in ~6 months and these will have Ethernet capability. Slaker 6 will get updated in 2026 with the same proposed upgrades. Lime Slaker 4 will stay the same, but is already Ethernet capable with a MicroLogix 1400. In all, all the Slaker data that is available and requested by plant personnel will be worked into a Lime system HMI screens redesign, which will be undergoing some changes anyway with the addition of a new RDP Lime silo addition. The slakers will require an unmanaged Ethernet switch to integrate to the plant communications network in a star configuration. No additional electrical, conduit, or Ethernet cable installation is included. It is assumed this was all provided in the Slaker upgrades.

Spare Parts

Our recommendation would be for the plant to pursue a strategy that includes maintaining spare parts for both PLC and radio parts. Our recommendation for spares, based upon our project recommendations is as follows: (1) complete (Micro820) SCADA panel to mirror the wellfield sites' design, (1) additional Micro 820 PLC, (1) 2080 series AI expansion, (1) Xeta radio of each type supplied, (1) 1769-L24ER controller, Ethernet switch.

Section 3: Installation Approach

AWS is aware of the concern for keeping the existing controls system operational while the new system is to be implemented. AWS's approach is simple. We build the new system alongside the existing system, prepare the sites, and quickly move from old to new. The new radio system will be established and will run parallel to the existing hardwired system. Leaving the existing hardwired signals in place and functional until they may be retired and a site switched over is the approach. Therefore, the existing service will not be disturbed until it completely retired. AWS will prep the remote sites, correcting any cable issues, and installing new equipment for surge protection and antennas. During the prep, AWS may take individual sites out of service for a short period and place it back in service using the new radio

system. Once the prep work is complete, AWS can quickly start moving the remote sites from the old system to the new system, installing the new SCADA/radio panels at each site. At this point, AWS desires to work extended hours. We would request working hours be allowed from 7:00a to 7:00p. In our experience, that will be take approximately ten to twelve working days to transition the 16 sites plus master to the new system. We will have multiple 2-man crews in the field to transition the stations and one 2-man crew to test and confirm the data as it comes in.

As side note, we plan, prep, and fully test before we are onsite. When we start to transition the system, we know the tested system will work properly. We estimate that one hour of testing in the shop saves four hours in the field.

AWS feels communication is very important when we are onsite. We assign one person from AWS to communicate to someone assigned from the plant to have a morning meeting, every morning we are onsite, to discuss the schedule, issues, and expectations. We find this very effective; this simple task keeps everyone coordinated at the operational level and helps to eliminate problems before they occur.

Section 4: References

The following are references and questions you may wish to direct to each.

Valerie Snow – Ft Sill, OK – AWE

Contract Manager

c: 580.471.5488

valerie.snow@amwater.com

A W Schultz recently had replaced your SCADA system. Were they able keep the old system in place and operational when moving from the old system to the new?

Orville Davis – Wright Patterson Air Force Base – AWE

Water supervisor

c: 937.660.0597

orville.davis@amwater.com

Can you describe what level of service A. W. Schultz provides?

Ray Elliot – Joplin, MO – Missouri American Water

Superintendent

o: 417.529.9787

Ray.Elliot@amwater.com

How was your experience with A. W. Schultz compared to other system integrators that may have provided the radio system for you?

Neil Amiri – Missouri American – St Louis, MO

SCADA Manager for Missouri American

o: 314.996.2441

neil.amiri@amwater.com

Have A. W. Schultz and IES provide quality radio systems to meet your expectations?

Roger Sparks – Missouri American – St. Joseph, MO

Engineering Manager

o: 816.233.3317

roger.w.sparks@amwater.com

In your experience, would you describe A. W. Schultz as more of a subcontractor or more of a partner when you work with them on your projects?

Section 5: Experience on Similar Projects

The following is a summary of recent similar AWS projects:

Project: Ft Sill SCADA Improvements

Customer: American Water Enterprises

Date: November 2019

Contact: Valerie Snow

Kenny Simpson

Type: Design-Build

Project Description:

- Upgraded the existing serial-based radio system for the remote locations, consisted of the updating 26 remote sites consisting of 6 water towers, 4 pumps, and 16 lift stations, by installing Allen-Bradley PLCs and XetaWave Ethernet radios.
- Add additional secondary in-plant radio system for equalization basin, digester, generators, plant site lift stations, and water quality stations.
- Provide two remote locations approximately 9 miles away Communications to distant remote sites small water plants via cell modems.
- Automating existing 1990s-era filter control system while keeping the filter system in service.
- Add solar panel system PLC package for lagoons.
- Retiring Intellution HMI system and installing FactoryTalk SE while keeping the HMI system in service.
- Automating various minor processes; equalization basin, digester, generators, lift stations, air compressors and water quality stations. Most of the primary plant equipment had been already automated.

Project: Wright-Patterson AFB SCADA project

Customer: American Water Enterprise

Date: December 2018 and March 2019

Contact: Lance Lively
Orville Davis

Type: Design-Build

Project Description:

- Since this was a transition project, this project was completed in two phases; the transition phase and final implementation.
 - Phase 1: The military was using a base-wide Johnson Controls system to control three different small water plants and accumulating lift station along with their base wide HVAC system. AWE was required to remove the control from the Johnson Control system on December 1, 2018, same day AWE contract was to start. AWS removed the old equipment and installed a new control system, provided a new server, reconfigured the fiber optic drop, developed the alarming system in four working days. This allowed AWE to control their pumps remotely.
 - Phase2: The old hardwired control system to the various remote stations was abandoned and a new Ethernet radio system was installed.
 - Provide and install instrumentation (pressure, level, analytical) at many sites.

Project: Ft A. P. Hill

Customer: American Water Enterprises

Date: Phase 1 2015 | Phase 2 2016

Contact: Gary Manville

Type: Design-Build

Project Description:

- Upgraded the existing hybrid 900MHz serial/400MHz/200MHz radio system for the remote locations by updating 65 remote sites including water towers, wells, booster stations, lift stations, and lagoons. Installed Allen-Bradley PLCs and XetaWave Ethernet radios. System currently polling all 65 remotes and master sites in ~72 seconds.
- Redeveloped the existing Wonderware HMI application with complete graphics overhaul.
- Provide and install instrumentation (pressure, level, analytical) at many sites.

Project: St Louis County SCADA Radio Communications

Customer: Missouri American Water

Date: 2018/19

Contact: Neil Amiri

Type: Design-Build

Project Description:

- Upgraded the existing GE MDS iNet and iNet II Ethernet radio system consisting of 35 sites, by replacing the system with a hybrid 5.8Ghz microwave and Ethernet radio system at 900MHz. The network was a hub and spoke network, divided into five geographical regions.

- Design required system-wide performance of minimum 10 Mbps throughput for backhaul links and 500 kbps throughput for local links.

Project: St Joseph MO SCADA Radio Communications

Customer: Missouri American Water

Date: 2017

Contact: Ron Abernethy

Type: Design-Build

Project Description:

- Upgraded the existing GE MDS INet and iNet II Ethernet radio system consisting of 12 sites, by replacing the system with a hybrid 5.8Ghz microwave and Ethernet radio system at 900MHz.
- Design required system-wide performance of minimum 10 Mbps throughput for backhaul links and 500 kbps throughput for local links.

Project: St Joseph MO SCADA PLC Replacement

Customer: Missouri American Water

Date: Phase 1 2017 (Well field) | Phase 2 2018 (Remotes) | Phase 3 2019 (Plant)

Contact: Ron Abernethy

Type: Design-Build

Project Description:

- Replaced all existing ControlWave Micro PLCs with Allen-Bradley PLCs from the CompactLogix family.
- Redeveloped graphics and tagging to communicate with new PLCs and Ethernet-based radio system installed in 2017.

Project: Joplin MO – Missouri American Water

Customer: Missouri American Water

Date: 2018

Contact: Tim Gentry

Type: Design-Build

Project Description:

- Upgraded the existing GE MDS Ethernet radio system consisting of 19 sites, by replacing the system with a hybrid 5.8Ghz microwave and Ethernet radio system at 900MHz. The network was a hub and spoke network, divided into five geographical regions.
- Design required system-wide performance of minimum 10 Mbps throughput for backhaul links and 500 kbps throughput for local links.

Section 5: Financial stability

AWS has a bonding capability of \$3M for multiple concurrent projects and up to \$2M for a single project.

Section 6: Project management plan/QA past performance

AWS takes an open approach to project management that includes daily on-site meetings with the client during installation activities. The approach allows the customer to have a continued design influence on project proceedings, without having to assume any additional responsibilities. This communication also allows constant progress evaluation by the customer and helps to improve quality assurance. This model has worked for us in the past with design-build projects. We invite you to contact our included list of references about our approach to project design and planning.

Section 7: Project schedule

Rough Draft Installation Schedule

With the Task Order issued on TBD

Jan 2, 2024*	Receive Task Order
Jan 9	Kick-Off meeting
Jan 9 - 23	Reconnaissance of existing system including: Gathering existing PLC programs, HMI, alarm configuration Gathering any additional wiring diagrams Performing additional site survey of well sites, including tower heights.
Feb 1	Send submittal documentation for the approval by plant personnel
Feb 12-13	Order PLCs, radios, panel equipment, etc.
Feb 1 – Apr 15	Develop PLC programs, construct SCADA panels, prep HMI changes, program local OITs
Apr 15-Apr 29	First crew site prep work. Replacement of antennas, installation of Well SCADA panel and radio network
May 3-May 10	Second crew site prep work. Installation of distribution remote sites SCADA panel
Throughout	Full test of complete system, HMI, PLCs, hardware, and radio system.
May 10 – Jun 10	Punchlist items
Jun 15	Project completion
Oct 11- 14	Scheduled Return visit

*arbitrary start date, subject to change

Small business designation

AWS is a small business by definition, but holds no specific certifications with the Small Business Administration or other agencies. In the past, we have held such certifications.

Risk to owner

AWS maintains the insurance levels required by many larger municipalities for work performed as a general contractor. This includes \$9M umbrella and \$5M professional liability policies.

Safety program, OSHA compliance record and EMR rating

AWS has a robust safety program and record. We currently hold an 'A' rating on ISN for the evaluation of our safety programs.

We feature a fully OSHA-trained staff, with all employees in field technician, programming, or engineering roles required to have completed a course to be 10-hour OSHA certified in either general industry or in construction industry. A majority of such employees are further 30-hour OSHA certified.

Section 8: A W Schultz's Proposal Bid Form

Spec Sections: N/A

Addenda Received: N/A

Bid bond, performance bond, sales taxes are not included.

<i>Task 1 – Project Administration, Management, and Quality</i>			
	<i>QTY</i>	<i>DESCRIPTION</i>	<i>DESIGNATION</i>
1	LOT	Project plan, schedule, and project "look-ahead" documentation	
2	LOT	Coordination Meetings and project management	
3	LOT	Monthly progress meetings through project close	
4	LOT	Daily site meetings through project close for those days AWS has installation activity	

<i>Task 2 – Kickoff Meeting and SCADA System Requirements Workshop</i>			
	<i>QTY</i>	<i>DESCRIPTION</i>	<i>DESIGNATION</i>
1	1	Project Kickoff Meeting	
2	1	Graphical Standards and Conventions Discussion, submittal, and review meetings with programming team	

<i>Task 3 – Site Visits/Field Investigation</i>			
	<i>QTY</i>	<i>DESCRIPTION</i>	<i>DESIGNATION</i>
1	LOT	Pre-design field visits, as necessary	
2	1	Radio site survey and path study	

<i>Task 4 – Detailed Design</i>			
	<i>QTY</i>	<i>DESCRIPTION</i>	<i>DESIGNATION</i>
1	1	50% design deliverable, includes all specifications, drawings, and equipment sheets required for design of the SCADA system	

2	1	90% design deliverable, includes all specifications, drawings, and equipment sheets required for design of the SCADA system	
3	1	Final design deliverable, final copy of the above documents	

<i>Task 5 - Permitting</i>			
	<i>QTY</i>	<i>DESCRIPTION</i>	<i>DESIGNATION</i>
1	LOT	Relevant dig and electrical permits – N/A	

<i>Task 6 – Integration and Installation Services – SCADA System</i>			
	<i>QTY</i>	<i>DESCRIPTION</i>	<i>DESIGNATION</i>
1	1	Training – 16 hours of scheduled instruction (Operator, Maintenance, Programming, Manager, and Supervisor Training)	
2	1	Included one-year warranty/maintenance period	
3	LOT	Coordination of installation and outages with plant personnel	

<i>Task 7 – Integration and Installation Services - PLCs</i>			
	<i>QTY</i>	<i>DESCRIPTION</i>	<i>DESIGNATION</i>
1	1	PLC cards, racks, wiring as required by those PLC-based control panels listed herein. NOTE: I/O list developed for 50% design stage.	
2	1	PLC programming of I/O described herein and following the guidelines for control loops set forth in future operation narrative.	
3	1	Copies of the documented ladder logic will be supplied to the owner at the conclusion of the project (if applicable).	
4	1	Project Testing	
5	1	Unwitnessed Factory Acceptance Test for those panels listed in appropriate section.	
6	1	Factory Acceptance Test	
7	1	Site Acceptance Test and commissioning	
8	1	Spare parts: reference page 7 of this proposal	
9	LOT	Run CAT6 cable to existing network switch to bring the Lime Slakers onto the network via Ethernet and abandoning the existing hardwired I/O. Add in additional slaker data not currently available (usage, alarms, etc.) via the hardwired signals Update PLC programming and HMI programming to reflect these changes.	Lime Slakers

<i>Task 8 – Remote Site Communication</i>			
	<i>QTY</i>	<i>DESCRIPTION</i>	<i>DESIGNATION</i>
1	1	Initial radio path study	

2	1	Radio performance documentation	
3	1	Plant Radio Communication Panel. Fiber Optic Ethernet switch. Ethernet. Roof mounted antenna, mast, and accessories.	
4	16	Wellfield remote sites radio equipment. Radio, antenna, connectors, cable, and surge devices as required to achieve radio communications. 35-foot push pole antenna mount. Grounding. Ethernet switch.	Well #33-36, 38-40, 42-49
		NOTE: AWS reserves the right to recommend a switch for any planned radio sites to the cellular network in the event that communications and polling to the site would be improved.	

<i>Task 9 – Control panels</i>			
	<i>QTY</i>	<i>DESCRIPTION</i>	<i>DESIGNATION</i>
1	LOT	Relays, terminal blocks, power supplies, digital panel indicators, switches, pushbuttons, and lights, and accessories to make complete those panels listed in this section.	
2	LOT	All included panels will conform to the UL508A standard for Industrial Control Panels [non-listed panels].	
3	LOT	PLC cards, racks, wiring as required by those PLC-based control panels listed in here and the I/O described in the supplement.	
4	16	Remote Well Site RTU Control panel. NEMA 4X wall-mounted enclosure. PLC with associated I/O cards, terminal blocks, power supplies and accessories to make a complete panel. UPS. Radio, antenna, connectors and cabling.	Well #33-36, 38-40, 42-49
6	6	Remote Booster Station Site RTU Control panel. NEMA 4X wall-mounted enclosure. PLC with associated I/O cards, terminal blocks, power supplies and accessories to make a complete panel. OIT (10" PanelView). UPS. Unmanaged Ethernet switch. Existing communications infrastructure to be utilized, existing components will remain. Alternate pricing includes pricing to add a cellular backup for communications redundancy.	35 th Street Reservoir Booster PS, 39 th Street Reservoir Booster PS, Van Horn Booster PS, Chrysler Booster PS, North Main, Dogion

<i>Task 10 – Software HMI</i>			
	<i>QTY</i>	<i>DESCRIPTION</i>	<i>DESIGNATION</i>
1	1	AVEVA Wonderware System Platform Software package: As existing, no required changes planned for the software suite.	
2	1	Modifications of screens and HMI programming per the customer's standards and the control loop descriptions in future operational narrative	

<i>Task 11 – Drawings/Submittals/Shop Drawings</i>			
	<i>QTY</i>	<i>DESCRIPTION</i>	<i>DESIGNATION</i>
1	1	Submittals and panel shop drawings	
2	1	Operation and Maintenance Manuals	

3	1	Detailed network drawings	
4	1	Graphical and Programming Standards and Conventions Document	
5	1	Written control narrative description	

	QTY	Task 12 – Process Control Descriptions DESCRIPTION	DESIGNATION
1	2	Process control coordination meetings: <ul style="list-style-type: none"> initial design meeting with city final review meeting 	

	QTY	Task 13 - Electrical DESCRIPTION	DESIGNATION
1	1	Miscellaneous electrical including signal wiring terminations. Site power assumed to be available at all sites.	

	QTY	Task 14 - Demolition DESCRIPTION	DESIGNATION
1	1	Removal of existing control panels, radios and associated wiring and hardware. Hardware salvaged to be returned to city for use or resale.	

	QTY	Task 15 – Substantial Completion and Close-out DESCRIPTION	DESIGNATION
1	1	Final Operations & Maintenance Manuals	
2	1	Final shop drawing as-builts	
3	1	Final walk-through and punch list generated	
4	1	Completion of punch list items within 30 days of substantial completion	

	QTY	Task 16 – Bid Alternate 1 – Cellular backup modems and configuration for (6) distribution remotes DESCRIPTION	DESIGNATION

1	1	Cellular backups Provide and configure (1) cellular modem at each remote distribution site and one at the plant to tie into the SCADA network. The cellular modems would act as a backup communications system to the existing communications. Cellular data plan and SIM cards not included.	
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<i>Task 17 – Bid Alternate 2 – Service Contract Extension</i>			
	QTY	DESCRIPTION	DESIGNATION
1	1	Prepaid 3-year Maintenance Agreement A 3-year prepaid maintenance agreement is provided. The maintenance includes 10 onsite service calls, 270 hours onsite, and 120 hours of phone support. Onsite service calls include travel to and from the site, and per diem for meals and hotel expenses. This agreement does not include any materials outside of the parts covered by warranty or spare parts provided in this proposal. Materials will be charged on a basis of cost plus 15%. A service report will be supplied three days after service has been provided with of list of work performed and any materials provided.	

Notes

The above pricing does **not** include any:

- If loop drawings are required, engineer approved operations manual for all new and existing equipment and electrical schematics showing wiring connections must be provided to AWS before loop drawings are completed. Loop drawings to be submitted under separate cover from controls and instrumentation submittal.
- Security surveillance system
- Additional J-Box for DO system or other field analyzers.
- Telephone lines or jacks
- Computer or software O&M manuals in excess of that which initially supplied or copyright protected.
- Pressure taps or valves of any kind.
- Tubing between taps and associated control panels
- Stilling wells of any kind.
- Interconnecting fiber optic cable, breakout panel, fiber optic cable.
- Motor starters or circuit breakers.
- Flange bolts, nuts, gaskets, or pipe spacers.
- Setting of or mounting of equipment of devices not contained in this scope.
- Concrete work of any kind including, but not limited to housekeeping pads, equipment supports, etc.
- HVAC equipment or controls of any kind.
- Motors of any kind.
- Building interior or exterior light fixtures wall switches, or receptacles of any kind, unless identified.
- Field instrumentation/device mounting brackets, plates anchor bolts, stands or hardware (unless specifically noted in this Scope Letter.)
- Separate mounted disconnect switches.
- Wire or specialized cables between primary elements.
- Grounding of equipment or associated ground rods or conductors.
- Specialty electrical testing of any kind i.e. resistance, insulation, etc.
- PLC or Operator interface software unless specifically noted in this Scope Letter.
- Power company metering or transformers of any kind.
- Sales tax

Section 9: Terms and Conditions

A. W. Schultz anticipates delivery of approval drawing and material/equipment in accordance with periods stated in this proposal. Material suppliers/manufacturers have been extending delivery schedules without prior notice. A. W. Schultz cannot assume any responsibility for delays due to the unavailability of material or equipment, which is beyond our control.

The warranty period for mechanical and/or electrical equipment covered by this quotation shall be as stated in the specifications. Extended warranties are available and will be quoted on request. The warranty period included in the above sell prices for mechanical and/or electrical equipment expressly excludes those items normally consumed in service. Example: seals, packing, oil, grease, light bulbs, fuses, etc.

Section 10: Base Proposal and Alternate Cost

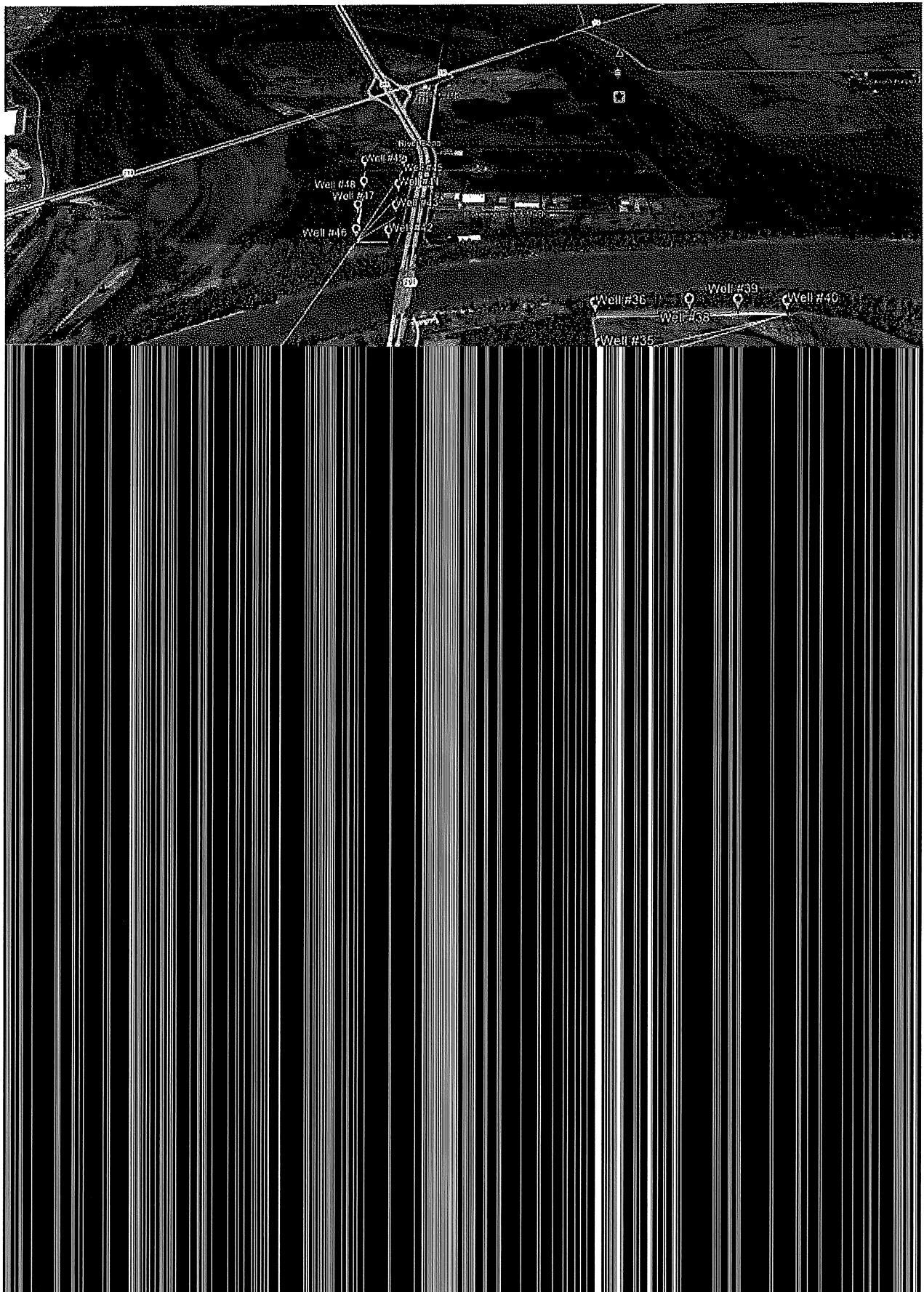
The Proposal Cost for those Tasks 1-15 is \$451,280.00.

Proposal Section	
HMI System Updates - General	\$25,500.00
Distribution Remote Sites SCADA Panel Replacement	\$136,500.00
Radio Infrastructure and Wellfield SCADA	\$238,500.00
Lime Slakers SCADA Updates	\$31,500.00
Spare Parts	\$19,280.00

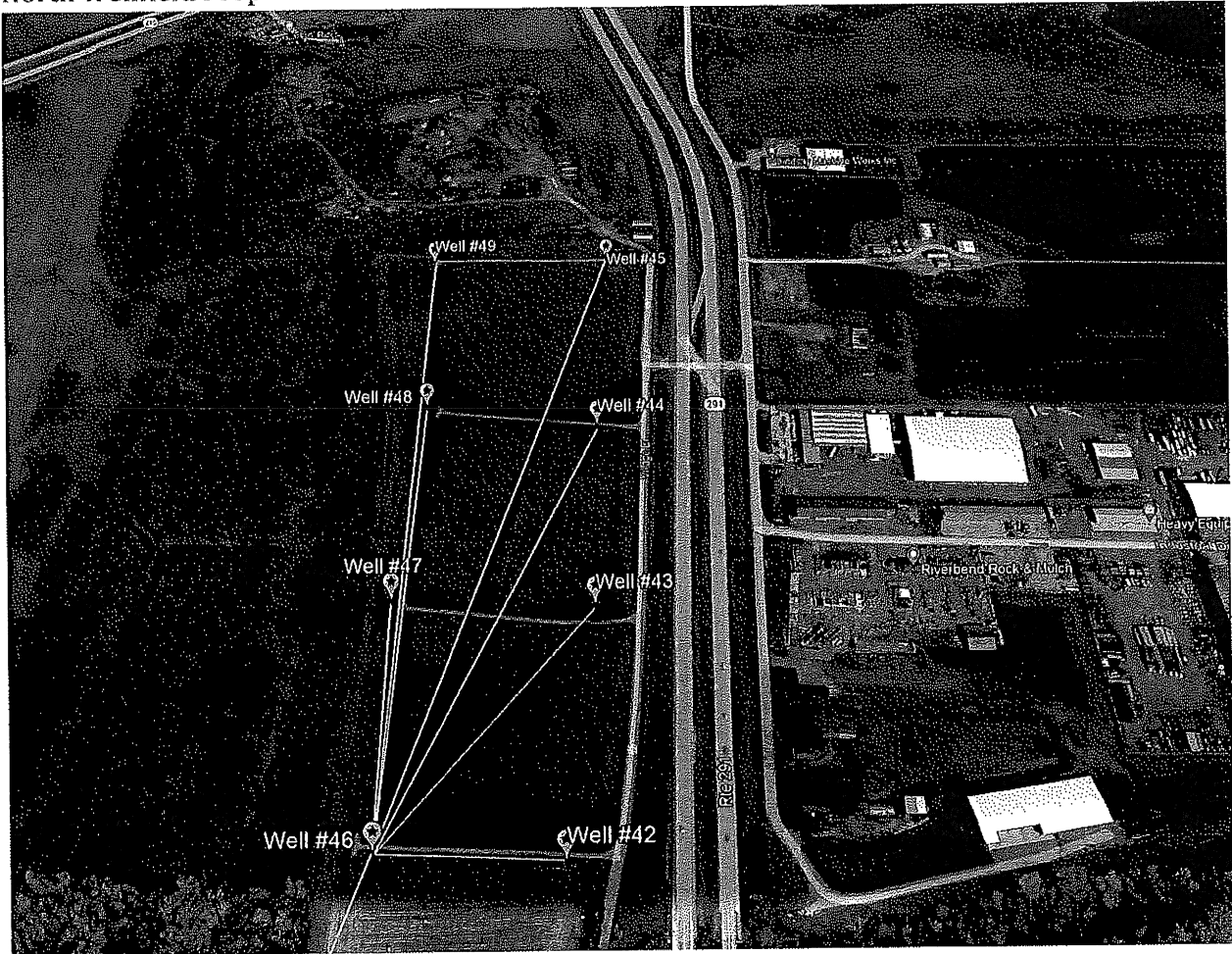
The Proposal Cost for Task 16 – Bid Alternate 1 is \$26,000.00.

The Proposal Cost for Task 17 – Bid Alternate 2 is \$45,500.00.

Appendix A: Complete Wellfields Proposed Network



North Wellfield Proposed Network



Picture 2 –North Wellfield area radio network

The North Well Field will have Wells #42-45 and Wells #47-49 transmitted to a repeater station at Well #46. This site will then repeat the collected data back to the master radio located at the plant.

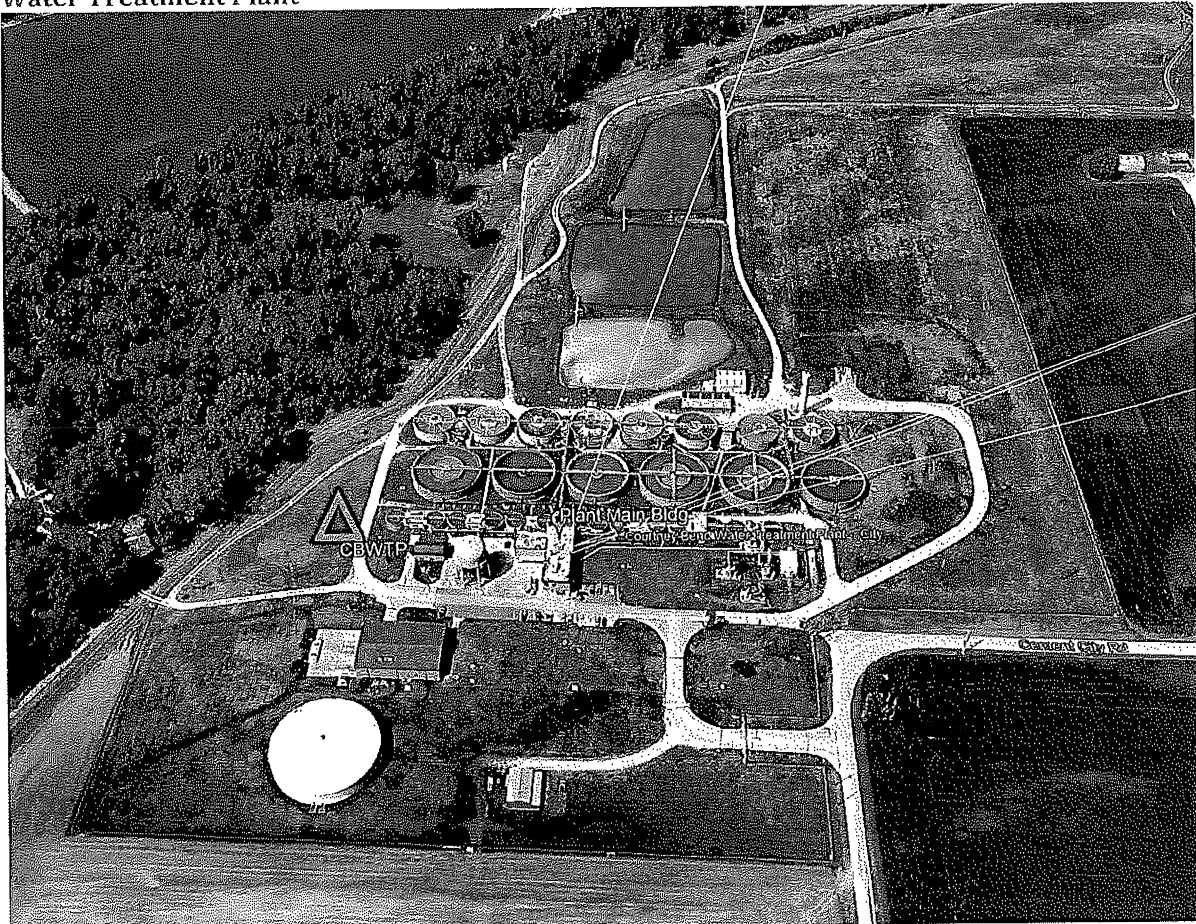
East Wellfield Proposed Network



Picture 3 –East Wellfield area radio network

The East Well Field will have Wells #35, 36, 38, and 39 transmit to a repeater station at Well #40, repeating data back to the master at the plant. Wells #33 and 34 will transmit directly back to the master at the plant.

Water Treatment Plant



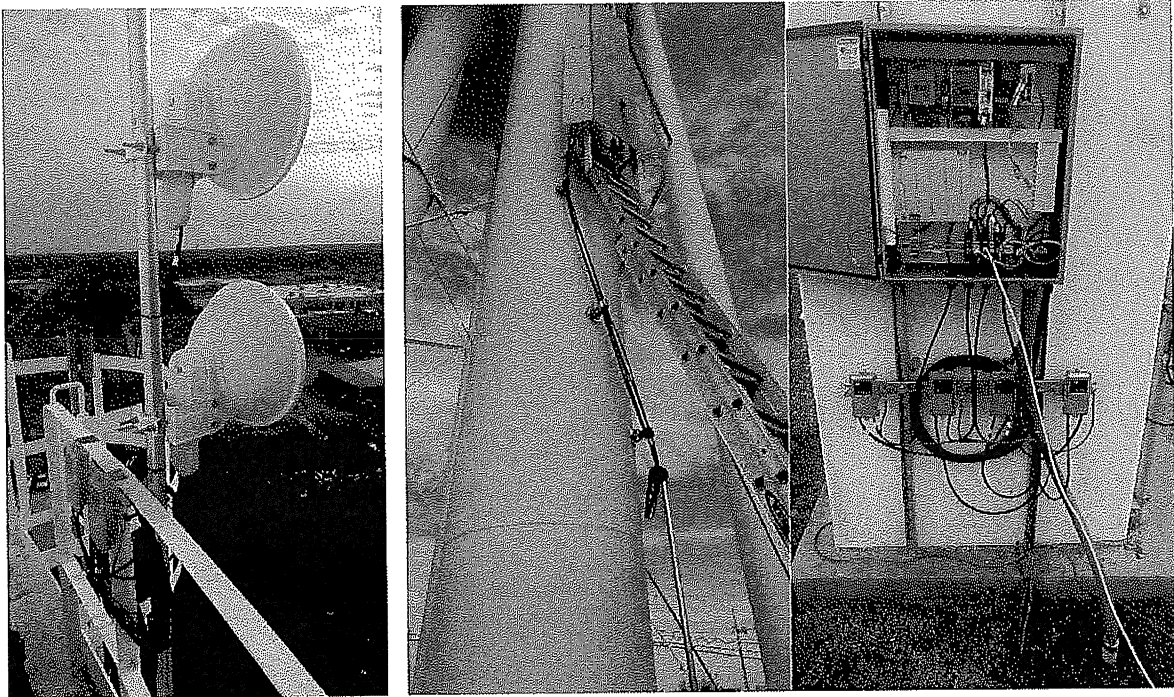
Picture 4 -WTP and Antenna Location

At the WTP, AWS will provide a tower for mounting an antenna at a maximum mounting height of 55 feet above surface level. The tower will either mount on a suitable pad and secured to the side of the building. Or, the tower/mast will mount to the top of the roof structure. The master radio will be mounted at the base of the tower. By mounting near the antenna, this eliminates costly radio cables and the dB drop is far lower, allowing the ability to increase the output power to the maximum limit. A PoE (power-over-Ethernet) cable will be pulled to the WTP Main PLC where it will be connected to the network. By PoE, no additional power will need to be installed for the radio enclosure. Surge protection will be provided on both ends to protect against any stray current.

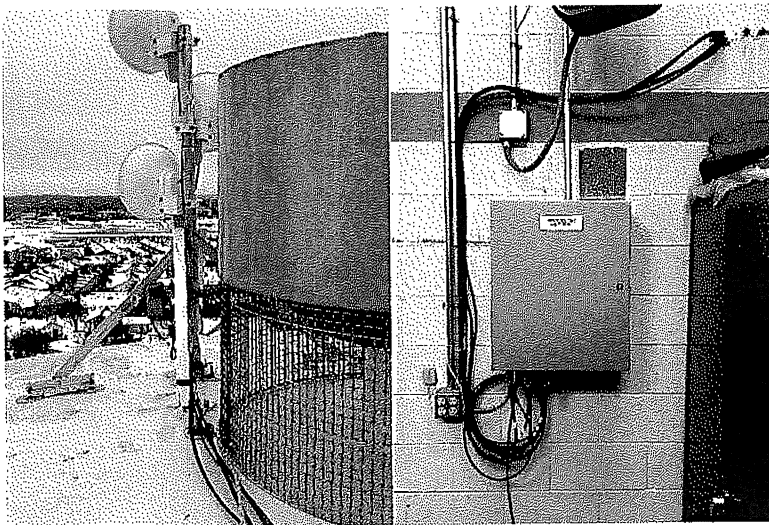
Appendix B: Wellfield SCADA Panel Design (typical)

Picture 5- Micro820 control panel as proposed for typical well site panel design

Appendix C: Installation Photos from Other Projects



Picture 2- High-Speed Backbone Missouri American - Joplin MO



Picture 8 - High-Speed Backbone Missouri American - St Louis County



Picture 3 -High-Speed Radio Missouri American - St Joseph Plant

City of Independence

AGENDA ITEM COVER SHEET

Approved

Agenda Title:

Council action to issue Change Order #1 to Purchase Order 24000329 to Synagro in the amount of \$100,000 for additional expenses for sludge hauling for the Rock Creek Treatment Plant, for the Municipal Services Department. New revised amount of PO will be \$175,000.00.

Recommendations:

Staff recommends approval to issue the Change Order.

Background:

The Municipal Services department is requesting a Change Order in the amount of \$100,000 for Synagro PO 24000329. Maintaining a sludge hauling contract will be crucial to our treatment facility's stability, and reliable means of removing the biosolids from the system.

Synagro is our contracted supplier for sludge hauling that was approved by council in 2023.

Approval of this item shall authorize change orders up to an additional ten (10) percent of the new total amount of the purchase order, provided appropriations are available.

Fiscal Impact:

The fiscal impact to the City is \$175,000.00. The original amount for the sludge hauling was \$75,000.00. Funding for the sludge hauling is included in the fiscal year 23-24 adopted budget, page 166, account number (0305220-5233), Solid Waste.

Department:	Municipal Services	Contact Person:	Lisa Reynolds
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REVIEWERS:

Department

Purchasing Division (Finance Department)
City Managers Office

Action

Approved
Approved

Council Action:

Council Action:

City of Independence

AGENDA ITEM COVER SHEET

Approved

Agenda Title:

Council action is requested to expend \$199,000.00 with Cintas for Uniform Services for the Municipal Services, Power & Light, and Police Departments.

Recommendations:

Council approval to issue expenditures.

Background:

The Power & Light, Municipal Services, and Police Departments have staff that require various uniforms for their job function. Each department has uniforms that have been rented through a national cooperative contract provided by Cintas. Power & Light uses Cintas for rental uniforms for garage, transmission and distribution, and warehouse personnel. Municipal Services Street Maintenance, Central Garage, Water, and Sanitary & Stormwater rents their uniforms through Cintas. The Police Department rents their mats through Cintas.

All the departments have been using Cintas since October of 2018. Cintas has been a service provider through an Omnia Partners National Cooperative with a national cooperative contract since 2018. The Omnia Partners contract number for uniform services is R-BB-19002. Staff recommends approval to continue uniform rental services through the Omnia Partners contract.

Per section 8.06.004, Paragraph 4 of the City Code states competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used 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, provided appropriations are available.

Fiscal Impact:

The fiscal impact to the City totals \$199,000.00 Funding is included in the fiscal year 2023-2024 adopted budget:

Municipal Services Department

Account number (0905121-5309) Operating Supplies, page number 173

Account number (0305220-5309) Operating Supplies, page number 177

Account number (0305230-5309) Operating Supplies, page number 178

Account number (0305240-5309) Operating Supplies, page number 179

Account number (0135262-5309) Operating Supplies, page number 172

Power & Light Department

Account number (0206122-5309) Warehouse & Stores - Operating Supplies, page number 251, IPL Fund 020

Account number (0206123-5210) Vehicle Maintenance - Maintenance Mobile Equipment Other, page number 250, IPL Fund 020

Account number (0206126-5309) Meter Reading - Operating Supplies, page number 242, IPL Fund 020

Account number (0206140-5309) Production - Operating Supplies, page number 243, IPL Fund 020

Account number (0206111-5309) EH&S - Operating Supplies, page number 241, IPL Fund 020

Police Department

Account number (0024511-5226) Professional Services, page number 217

Department:	Municipal Services	Contact Person:	Lisa Reynolds
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REVIEWERS:

Department

Purchasing Division (Finance Department)
City Managers Office

Action

Approved
Approved

Council Action:

Council Action:

City of Independence

AGENDA ITEM COVER SHEET

Approved

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order(s) to Insituform Technologies, Inc. in the amount of \$460,025.60 authorizing future minor change orders not to exceed \$46,002.56 for the purchase and installation of Cured In Place Piping (CIPP) as part of the stormwater and sanitary sewer Trenchless Technology projects (no. 130508 & no. 9757).

Recommendations:

Council approval is recommended.

Executive Summary:

Approval of this item will authorize the City Manager to issue a purchase order(s) in the amount of \$460,025.60 to Insituform Technologies, Inc. for services and materials necessary to maintain the City's sanitary and stormwater infrastructure.

Pricing for this purchase is per a Johnson County, Kansas cooperative contract, Authorization 78.

Purchases under cooperative agreements are authorized by Section 8.06.004, Paragraph 5 of the Independence City Code, which states that when cooperative bids or contracts are used, they will first have been established pursuant to generally accepted governmental purchasing practices and the competitive bidding process.

The funding for this purchase order(s) will break down as follows:

- \$361,480.00 and a 10% contingency from the sanitary fund (no. 9757).
- \$98,545.60 and a 10% contingency from the stormwater fund (no. 130508).

This is a budgeted capital expense.

Fiscal Impact:

The fiscal impact to the City is \$506,028.16 including contingency. Funding for the

Stormwater portion of the Trenchless Technology Project (no. 130508) is included in the FY 24 adopted budget, page 182, account number 7030-5406. Funding for the Sanitary Sewer portion for the Trenchless Technology Project (no. 9757), is included in the FY 24 adopted budget, page number 182, account number 7030-5406.

Department:	Municipal Services	Contact Person:	Lisa Reynolds
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REVIEWERS:

Department	Action
Public Works Department	Approved
City Managers Office	Approved

Council Action:	Council Action:
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ATTACHMENTS:

Description	Type
▣ COOP Agreement - JOCO - Insituform	Contract
▣ Renewal and Modificaton of Existing Contract - JOCO - Insituform	Contract



2019-002 Addendum 2

Insituform Technologies USA, LLC

Supplier Response

Event Information

Number: 2019-002 Addendum 2
Title: Sanitary Sewer Collection System Rehabilitation and Repair
Type: Invitation for Bid
Issue Date: 8/26/2019
Deadline: 10/15/2019 02:00 PM (CT)
Notes: Cured in Place Pipe (CIPP) and Manhole Rehabilitation and Repair

Contact Information

Address: 111 S. Cherry, #2400
Olathe, KS 66061

Insituform Technologies USA, LLC Information

Contact: Janet Hass
Address: 17988 Edison Ave
Chesterfield, MO 63005
Phone: (636) 530-8000
Fax: (636) 530-8744
Toll Free: (800) 325-1159
Email: jhass@aegion.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Brian McCrary - Insituform

Signature

Submitted at 10/15/2019 12:25:40 PM

bmccrary@aegion.com

Email

Requested Attachments

Questionnaire

Questionnaire

JoCo WW form ITUSA Questionnaire.pdf

Bid Bond

Bid Bond

Bid Bond submittal.pdf

Bid form 5.A

Bid form 5.A, Table A: Unit Prices for CIPP on Gravity Lines

JoCo WW form 5A 02_Bidform_3to18Part-1.pdf

Bid form 5.B

Bid form 5.B, Table B: Unit Price Additions for Additional CIPP Thickness on Gravity Lines

JoCo WW form 5B 02_Bidform_3to18Part-2.pdf

Bid form 5.C

Bid form 5.C, Table C: Lateral CIPP Connection Liner - Unit Prices

JoCo WW form 5C 02_Bidform_3to18Part-3.pdf

Bid form 5.D

Bid form 5.D, Table D: Non-Excavation Required Manhole Rehabilitation – Unit Prices

JoCo WW form 5D 02_Bidform_3to18Part-4.pdf

Bid form 5.E

Bid form 5.E, Table E: Manhole Lining – Unit Prices

JoCo WW form 5E 02_Bidform_3to18Part-5.pdf

Bid form 5.F

Bid form 5.F, Table F: Excavation Required Manhole Rehabilitation – Unit Prices

JoCo WW form 5F 02_Bidform_3to18Part-6.pdf

Bid form 5.G

Bid form 5.G, Table G: Excavation Required Pipe Rehabilitation - Unit Prices

JoCo WW form 5G 02_Bidform_3to18Part-7.pdf

Bid form 5.H

Bid form 5.H, Table H: Excavation Required Lateral Rehabilitation - Unit Prices

JoCo WW form 5H 02_Bidform_3to18Part-8.pdf

Bid form 5.I

Bid form 5.I, Table I: Miscellaneous Construction – Unit Prices

JoCo WW form 5I 02_Bidform_3to18Part-9.pdf

Bid form 5.J

Bid form 5.J, Table J: Unit Prices for Line Cleaning

JoCo WW form 5J 02_Bidform_3to18Part-10.pdf

Bid form 5.K

Bid form 5.K, Table K: Unit Prices for CCTV

JoCo WW form 5K 02_Bidform_3to18Part-11.pdf

Bid form 5.L	JoCo WW form 5L 02_Bidform_3to18Part-12.pdf
Bid form 5.L, Table L: Unit Prices for Hourly Work	
Bid form 5.M	JoCo WW form 5M 02_Bidform_3to18Part-13.pdf
Bid form 5.M, Table M: Unit Prices for Hourly Work	
Bid form 5.N	JoCo WW form 5N 02_Bidform_3to18Part-14.pdf
Bid form 5.N, Construction Allowances	
Bid form 5.O Bid Evaluation Mainline CIPP Lining	JoCo WW form 5O CIPP 02_Bidform_3to18Part-15.pdf
Bid form 5.O, Table O: Bid Evaluation, Mainline CIPP Lining	
Bid form 5.O Bid Evaluation Manhole Rehabilitation and Replacement	JoCo WW form 5O MH Rehab 02_Bidform_3to18Part-16.pdf
Bid form 5.O, Table O: Bid Evaluation, Manhole Rehabilitation and Replacement	

Response Attachments

KS & MO 8IN TO 72IN CLOSED JOBS AS OF 10-7-19.pdf

CIPP footage summary

Addendum 1 Acknowledgement.pdf

ADD 1

Addendum 2 Acknowledgement.pdf

ADD 2

Attachments - misc.pdf

Attachments - misc

Bid Submission.pdf

Bid Submission

Form W-9 (Rev 2017) ITUSA 10-15-19.pdf

W-9

Bid Attributes

1	Bid Acknowledgements I acknowledge I have read and understand all Bid Acknowledgements. The Bid Acknowledgements document is under the attachments tab. <input type="text" value="Acknowledged"/>
2	Bid Terms & Conditions Bidder has read and fully accepts all terms & conditions as presented. If you object, please upload any exceptions you take under the response attachment tab, under "other". <input type="text" value="Acknowledged"/>
3	Insurance If awarded a contract, the successful firm is required to provide a certificate of insurance with stated amounts in the solicitation and contract agreement. Please acknowledge you understand and will meet this requirement. <input type="text" value="Acknowledged"/>

4 Debarment Notice

Please certify your company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations. Johnson County verifies this information through the use of the GSA System for Award Management prior to award of contract.

5 Litigation

Has your company been a party to any pending or concluded litigation that could effect the outcome of a contract with Johnson County?

6 Core 4 Tax Clearance

I acknowledge the Core 4 Tax Clearance form RD-C3 and multi-jurisdictional forms will be completed and approved prior to award of contract.

7 Cooperative Procurement With Other Jurisdictions

If Johnson County, Kansas awarded you the proposed contract, would you sell under the prices and terms of the contract to any Municipal, County Public Utility, Hospital, Educational Institution or any other non-profit organization? All deliveries shall be FOB Destination and there shall be no obligations on the part of any member of said Council to utilize this contract). This section will not affect award.

8 Online Transactions

Does your firm or agency allow for online purchasing at the prices stated in your bid?

9 Binding Agent

Please indicate the agent who has authority to bind your company to a contract.

Janet Hass | Contract Specialist
Insituform Technologies USA, LLC / Aegion Corporation
17988 Edison Ave
Chesterfield, MO 63005
Office: 636.530.8038
Fax: 636.530.8744
jhass@aegion.com
www.aegion.com

10 Contract Renewal

The County reserves the sole right to renew said contract for XXX additional twelve month period(s) at the same price, specifications, terms and conditions of the original contract that may be derived from this bid request.

11 Authorization of Work Orders

All work performed under this contract must be authorized by the Operations or Support Services Division of Johnson County XXXXX. A list of authorized personnel shall be supplied to the successful bidder(s).


1 2	Drexel Please acknowledge plans have been reviewed and/or picked up from Drexel. <input style="width: 100%;" type="text" value="Acknowledged"/>
1 3	Invoice Discount Terms Is a discount offered for prompt payment of invoices? If a discount is offered, please provide detailed information on terms, discount and days. <input style="width: 100%;" type="text" value="No response"/>
1 4	Bankruptcy Has your company ever declared bankruptcy? <input style="width: 100%;" type="text" value="No"/>
1 5	Drexel Addendum 1 Please acknowledge addendum 1 has been reviewed and/or picked up from Drexel. <input style="width: 100%;" type="text" value="Acknowledge"/>
1 6	Drexel Addendum 2 Please acknowledge addendum 2 has been reviewed and/or picked up from Drexel. <input style="width: 100%;" type="text" value="Acknowledge"/>

Bid Lines

1	Total Mainline CIPP Lining Price Including Deduction (See Note 5) Quantity: <u> 1 </u> UOM: <u> LOT </u> Price: <input style="width: 150px;" type="text" value="\$1,278,300.00"/> Total: <input style="width: 150px;" type="text" value="\$1,278,300.00"/>
2	Total Manhole Rehabilitation Price Including Deduction (See Note 5) Quantity: <u> 1 </u> UOM: <u> LOT </u> Price: <input style="width: 150px;" type="text" value="\$651,239.25"/> Total: <input style="width: 150px;" type="text" value="\$651,239.25"/>

Response Total: \$1,929,539.25

MODIFICATION OF CONTRACT
JOHNSON COUNTY, KANSAS

<p>1. Modification No.: 4</p> <p>Effective Date: 11/22/2023</p>	<p>2. Contract No.: 2019-002</p> <p>Effective Date: 11/21/2019</p>
<p>3. Purchasing Administrator: Annette Weeden</p> <p>Telephone Number: (913) 715-0594</p> <p>E-Mail: Annette.Weeden@jocogov.org</p>	<p>5. Contractor-Name and address:</p> <p>Insituform Technologies USA, LLC. 580 Goddard Avenue Chesterfield, MO 63005 Attn: Patrizia Sordillo psordillo@aegion.com</p>
<p>4. Issued By:</p> <p>Johnson County, Kansas Financial Management & Administration, Purchasing Division County Administration Building 111 South Cherry Street, Suite 2400 Olathe, KS 66061-3486 913-715-0525</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt.</u> Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION:</p> <p>Exercise the option to renew contract 2019-002 per the Agreement, extending the contract for one (1) additional twelve (12) month period through 11/21/2024. There are no remaining renewal options. Attached is the Renewal No. 4 2023-2024 pricing. The parties agree that all other prices, terms, and conditions of the Agreement, as amended, shall remain in full force and effect.</p>	
<p>8. Contractor's Signature</p> <p><u>Patrizia Sordillo</u></p> <p><small>Patrizia Sordillo (Jan 16, 2024 14:36 EST)</small></p> <p>_____ Name</p> <p>Contracting & Attesting Officer</p> <p>_____ Title</p> <p>01/16/2024</p> <p>_____ Date</p>	<p>9. Johnson County, Kansas</p> <p>By:</p> <p><u></u></p> <p><small>Robin Lynes (Jan 16, 2024 16:48 CST)</small></p> <p>_____ Purchasing Manager</p> <p>Date Signed: <u>01/16/2024</u></p>
<p>10. Distribution:</p> <p>Original - Bid File Copies - Departments as applicable</p>	

PROPOSED YEAR 4 PRICING

CMSD 32: Sanitary Sewer Collection System Rehabilitation and Repair

Table A			Cost per LF for CIPP @ minimum liner Thickness		
Item #	Diameter	Thickness	Authorization of 1000' or less	Authorization under 2500', but over 1000'	Authorization 2500' or greater
A-1	8	6	\$ 50.00	\$ 50.00	\$ 40.00
A-2	10	6	\$ 55.00	\$ 55.00	\$ 45.00
A-3	12	6	\$ 65.00	\$ 65.00	\$ 50.00
A-4	15	7.5	\$ 90.00	\$ 90.00	\$ 65.00
A-5	18	9	\$ 145.00	\$ 145.00	\$ 87.00
A-6	21	9	\$ 170.00	\$ 165.00	\$ 100.00
A-7	24	10.5	\$ 215.00	\$ 210.00	\$ 140.00
A-8	30	12	\$ 240.00	\$ 230.00	\$ 165.00
A-9	36	12	\$ 280.00	\$ 270.00	\$ 195.00
A-10	42	15	\$ 370.00	\$ 360.00	\$ 255.00
A-11	48	16.5	\$ 550.00	\$ 540.00	\$ 325.00
A-12	54	21	\$ 665.00	\$ 655.00	\$ 420.00
A-13	60	24	\$ 800.00	\$ 790.00	\$ 530.00
A-14	66	30	\$ 1,150.00	\$ 1,140.00	\$ 725.00
A-15	72	37.5	\$ 1,900.00	\$ 1,890.00	\$ 1,100.00

\$0.00

Dollar Deduction per LF for Annual Total Dollars Spent over \$250,000 but less than or equal to \$500,000

\$0.00

Dollar Deduction per LF for Annual Total Dollars Spent over \$500,000 but less than or equal to \$1,000,000

\$0.00

Dollar Deduction per LF for Annual Total Dollars Spent over \$1,000,000 but less than or equal to \$2,000,000

\$0.00

Dollar Deduction per LF for Annual Total Dollars Spent over \$2,000,000 but less than or equal to \$3,000,000

Changes from Year 3 pricing submission highlighted in yellow

PROPOSED YEAR 4 PRICING

CMSD 32: Sanitary Sewer Collection System Rehabilitation and Repair

Table B		Cost per LF for CIPP @ minimum liner Thickness			
Item #	Diameter	Minimum Thickness	Authorization of 1000' or less Add. 1.5MM thickness over minimum	Authorization under 2500', but over 1000' Add. 1.5MM thickness over minimum	Authorization 2500' or greater Add. 1.5MM thickness over minimum
B-1	8	6	\$ 2.70	\$ 2.70	\$ 2.70
B-2	10	6	\$ 3.00	\$ 3.00	\$ 3.00
B-3	12	6	\$ 3.60	\$ 3.60	\$ 3.60
B-4	15	7.5	\$ 7.80	\$ 7.80	\$ 7.80
B-5	18	9	\$ 9.90	\$ 9.90	\$ 9.90
B-6	21	9	\$ 12.00	\$ 12.00	\$ 12.00
B-7	24	10.5	\$ 18.00	\$ 18.00	\$ 18.00
B-8	30	12	\$ 24.00	\$ 24.00	\$ 24.00
B-9	36	12	\$ 26.40	\$ 26.40	\$ 26.40
B-10	42	15	\$ 28.80	\$ 28.80	\$ 28.80
B-11	48	16.5	\$ 32.40	\$ 32.40	\$ 32.40
B-12	54	21	\$ 36.00	\$ 36.00	\$ 36.00
B-13	60	24	\$ 40.80	\$ 40.80	\$ 40.80
B-14	66	30	\$ 45.60	\$ 45.60	\$ 45.60
B-15	72	37.5	\$ 54.00	\$ 54.00	\$ 54.00

Changes from Year 3 pricing submission highlighted in yellow

Table C

CMSD 32: Sanitary Sewer Collection System Rehabilitation and Repair

Lateral CIPP Connection Liner - PROPOSED YEAR 4						
Item #	Description	Units	1-5 Laterals	6-10 Laterals	11 to 100 Laterals	
C-1a	LCR Connection Only Full Wrap up to 18"	EA	\$ 5,850.00	\$ 2,750.00	\$ 2,350.00	
C-1b	LCR Long lateral Full Wrap up to 18"	EA	NO BID - APC DOES NOT PROVIDE THIS SERVICES ANY LONGER			
C-1c	LCR Beyond 18"	LF				

Changes from Year 3 pricing submission highlighted in yellow

Table D

CMSD 32: Sanitary Sewer Collection System Rehabilitation and Repair

MH Rehab-Repairs - PROPOSED YEAR 4						
Item #	Description	Units	1-5 MH's	6-10 MH's	11-100 MH's	
D-1	Replace MH Frame Gasket	EA	\$ 305.00	\$ 305.00	\$ 305.00	
D-2a	Replace MH Cover	EA	\$ 1,120.00	\$ 1,120.00	\$ 1,120.00	
D-2b	Replace Cover w/Bolt Down Cover	EA	\$ 1,980.00	\$ 1,980.00	\$ 1,980.00	
D-3	Install Flexible Liner	EA	\$ 850.00	\$ 850.00	\$ 785.00	
D-4	Repair Cracks and Joints	EA	\$ 2,400.00	\$ 2,375.00	\$ 2,160.00	
D-5	Repair and Grout Pipe Seals	EA	\$ 1,375.00	\$ 1,305.00	\$ 1,235.00	
D-6a	Repair Bench and Trough-48"	EA	\$ 1,030.00	\$ 980.00	\$ 930.00	
D-6b	Repair Bench and Trough-60"	EA	\$ 1,165.00	\$ 1,110.00	\$ 1,050.00	
D-6c	Repair Bench and Trough-72"	EA	\$ 1,305.00	\$ 1,240.00	\$ 1,175.00	

Changes from Year 3 pricing submission highlighted in yellow

Table E

CMSD 32: Sanitary Sewer Collection System Rehabilitation and Repair

MH Rehab-Lining - PROPOSED YEAR 4					
Item #	Description	Units	.1-50 VF	50.1-200 VF	200.1-500 VF
E-1a	MH Rehab-Cementitious-48" Diameter	VF	\$ 195.00	\$ 190.00	\$ 180.00
E-1b	MH Rehab-Cementitious-60" Diameter	VF	\$ 245.00	\$ 235.00	\$ 235.00
E-1c	MH Rehab-Cementitious-72" Diameter	VF	\$ 290.00	\$ 290.00	\$ 265.00
E-2a	MH Rehab-Epoxy-48" Diameter	VF	\$ 360.00	\$ 350.00	\$ 330.00
E-2b	MH Rehab-Epoxy-60" Diameter	VF	\$ 455.00	\$ 435.00	\$ 420.00
E-2c	MH Rehab-Epoxy-72" Diameter	VF	\$ 540.00	\$ 520.00	\$ 500.00
E-3a	MH Rehab-Epoxy-48" Diameter, in new MH	VF	\$ 340.00	\$ 330.00	\$ 315.00
E-3b	MH Rehab-Epoxy-60" Diameter, in new MH	VF	\$ 435.00	\$ 415.00	\$ 400.00
E-3c	MH Rehab-Epoxy-72" Diameter, in new MH	VF	\$ 515.00	\$ 495.00	\$ 475.00
E-4a	MH Rehab-Cementitious & Epoxy-48" Diameter	VF	\$ 555.00	\$ 535.00	\$ 510.00
E-4b	MH Rehab-Cementitious & Epoxy-60" Diameter	VF	\$ 695.00	\$ 665.00	\$ 640.00
E-4c	MH Rehab-Cementitious & Epoxy-72" Diameter	VF	\$ 830.00	\$ 795.00	\$ 765.00

Changes from Year 3 pricing submission highlighted in yellow

Table F

CMSD 32: Sanitary Sewer Collection System Rehabilitation and Repair

MH Rehab-Repairs 2 - PROPOSED YEAR 4

Item #	Description	Units	1 to 5 MH's		6 to 10 MH's		11 to 100 MH's	
			Paved	Unpaved	Paved	Unpaved	Paved	Unpaved
F-1a	Replace Frame & Cover-Standard	EA	\$ 3,510.00	\$ 2,325.00	\$ 3,510.00	\$ 2,325.00	\$ 3,510.00	\$ 2,325.00
F-1b	Replace Frame & Cover-Boltdown	EA	\$ 4,700.00	\$ 3,515.00	\$ 4,700.00	\$ 3,515.00	\$ 4,700.00	\$ 3,515.00
F-2	Replace Grade Adjustment	EA	\$ 515.00	\$ 250.00	\$ 515.00	\$ 250.00	\$ 515.00	\$ 250.00
F-3	Add Grade Adjustment	EA	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00
Item #	Description	Units	1 MH		2 to 5 MH's		6 to 15 MH's	
			Paved	Unpaved	Paved	Unpaved	Paved	Unpaved
F-4a	Install Flattop on Existing MH-48" Diameter	EA	\$ 4,690.00	\$ 4,030.00	\$ 4,690.00	\$ 4,030.00	\$ 4,690.00	\$ 4,030.00
F-4b	Install Flattop on Existing MH-60" Diameter	EA	\$ 6,040.00	\$ 5,380.00	\$ 6,040.00	\$ 5,380.00	\$ 6,040.00	\$ 5,380.00
F-4C	Install Flattop on Existing MH-72" Diameter	EA	\$ 8,760.00	\$ 8,100.00	\$ 8,760.00	\$ 8,100.00	\$ 8,760.00	\$ 8,100.00
Item #	Description	Units	1 MH		2 to 5 MH's		6 to 15 MH's	
			Paved	Unpaved	Paved	Unpaved	Paved	Unpaved
F-5a	Replace MH Cone and above-48"	VF	\$ 4,700.00	\$ 4,050.00	\$ 4,700.00	\$ 4,050.00	\$ 4,700.00	\$ 4,050.00
F-5b	Replace MH Cone and above-60"	VF	\$ 5,950.00	\$ 5,280.00	\$ 5,950.00	\$ 5,280.00	\$ 5,950.00	\$ 5,280.00
F-5c	Replace MH Cone and above-72"	VF	\$ 8,580.00	\$ 7,920.00	\$ 8,580.00	\$ 7,920.00	\$ 8,580.00	\$ 7,920.00
Item #	Description	Units	1 MH		2 to 5 MH's		6 to 15 MH's	
			Paved	Unpaved	Paved	Unpaved	Paved	Unpaved
F-6a	Replace MH Barrel, Cone and above-48"	VF	\$ 5,130.00	\$ 4,470.00	\$ 5,130.00	\$ 4,470.00	\$ 5,130.00	\$ 4,470.00
F-6b	Replace MH Barrel, Cone and above-60"	VF	\$ 5,950.00	\$ 5,280.00	\$ 5,950.00	\$ 5,280.00	\$ 5,950.00	\$ 5,280.00
F-6c	Replace MH Barrel, Cone and above-72"	VF	\$ 8,580.00	\$ 7,920.00	\$ 8,580.00	\$ 7,920.00	\$ 8,580.00	\$ 7,920.00
Item #	Description	Units	1 MH		2 to 5 MH's		6 to 15 MH's	
			Paved	Unpaved	Paved	Unpaved	Paved	Unpaved
F-7a	Replace MH-48"	EA	\$ 17,600.00	\$ 13,640.00	\$ 17,600.00	\$ 13,640.00	\$ 17,600.00	\$ 13,640.00
F-7b	Replace MH-60"	EA	\$ 18,980.00	\$ 15,125.00	\$ 18,980.00	\$ 15,125.00	\$ 18,980.00	\$ 15,125.00
F-7c	Replace MH-72"	EA	\$ 26,400.00	\$ 24,200.00	\$ 26,400.00	\$ 24,200.00	\$ 26,400.00	\$ 24,200.00

Table F

CMUSD 32: Sanitary Sewer Collection System Rehabilitation and Repair

MH Rehab-Repairs 2 - PROPOSED YEAR 4

Item #	Description	Units	.25-10 VF		10.25-20 VF		20.25-50 VF	
			Paved	Unpaved	Paved	Unpaved	Paved	Unpaved
F-8a	Replace MH Extra Depth-48"	VF	\$ 1,485.00	\$ 840.00	\$ 1,485.00	\$ 840.00	\$ 1,485.00	\$ 840.00
F-8b	Replace MH Extra Depth-60"	VF	\$ 1,650.00	\$ 850.00	\$ 1,650.00	\$ 850.00	\$ 1,650.00	\$ 850.00
F-8c	Replace MH Extra Depth-72"	VF	\$ 1,980.00	\$ 1,210.00	\$ 1,980.00	\$ 1,210.00	\$ 1,980.00	\$ 1,210.00

Changes from Year 3 pricing submission highlighted in yellow

Table G

CMSD 32: Sanitary Sewer Collection System Rehabilitation and Repair

Pipe Repairs - PROPOSED YEAR 4									
Item #	Description	Up to 5'			Add.'l LF up to 15'		Add.'l LF 16'-30'		
		Units	Paved	Unpaved	Units	Paved	Unpaved	Paved	Unpaved
G-1a	Install DR26, PVC Pipe, 8"-12" dia., 0-10' depth	EA	\$ 11,660.00	\$ 8,250.00	LF	\$ 825.00	\$ 690.00	\$ 825.00	\$ 690.00
G-1b	Install DR26, PVC Pipe, 15"-21" dia., 0-10' depth	EA	\$ 14,960.00	\$ 12,760.00	LF	\$ 1,390.00	\$ 1,225.00	\$ 1,390.00	\$ 1,225.00
G-1c	Install DR26, PVC Pipe, 24"-36" dia., 0-10' depth	EA	\$ 22,880.00	\$ 21,175.00	LF	\$ 2,065.00	\$ 1,895.00	\$ 2,065.00	\$ 1,895.00
G-1d	Install DR26, PVC Pipe, 8"-12" dia., 10.1' -20' depth	EA	\$ 13,860.00	\$ 11,550.00	LF	\$ 1,155.00	\$ 845.00	\$ 1,155.00	\$ 845.00
G-1e	Install DR26, PVC Pipe, 15"-21" dia., 10.1'-20' depth	EA	\$ 21,725.00	\$ 18,700.00	LF	\$ 1,585.00	\$ 1,625.00	\$ 1,585.00	\$ 1,625.00
G-1f	Install DR26, PVC Pipe, 24"-36" dia., 10.1' -20' depth	EA	\$ 33,000.00	\$ 27,390.00	LF	\$ 2,420.00	\$ 2,215.00	\$ 2,420.00	\$ 2,215.00

Changes from Year 3 pricing submission highlighted in yellow

Table H

CMSD 32: Sanitary Sewer Collection System Rehabilitation and Repair

Lateral Excavations - PROPOSED YEAR 4									
Item #	Description	Units	1-5 Laterals		6-10 Laterals		11-100 Laterals		
			Paved	Unpaved	Paved	Unpaved	Paved	Unpaved	
H-1a	Open-cut lateral, 10' or less deep, up to 5' long	EA	\$ 8,525.00	\$ 4,455.00	\$ 8,525.00	\$ 4,455.00	\$ 8,525.00	\$ 4,455.00	
H-1b	Open-cut lateral, 10' to 15' deep, up to 5' long	EA	\$ 13,200.00	\$ 7,810.00	\$ 13,200.00	\$ 7,810.00	\$ 13,200.00	\$ 7,810.00	
H-1c	Open-cut lateral, Greater than 15' deep, up to 5' long	EA	\$ 27,500.00	\$ 16,720.00	\$ 27,500.00	\$ 16,720.00	\$ 27,500.00	\$ 16,720.00	
H-1d	Open-cut lateral, 10' or less deep, beyond 5' long	LF	\$ 510.00	\$ 345.00	\$ 510.00	\$ 345.00	\$ 510.00	\$ 345.00	
H-1f	Open-cut lateral, 10' to 15' deep, beyond 5' long	LF	\$ 770.00	\$ 475.00	\$ 770.00	\$ 475.00	\$ 770.00	\$ 475.00	
H-1g	Open-cut lateral, Greater than 15' deep, beyond 5' long	LF	\$ 1,035.00	\$ 870.00	\$ 1,035.00	\$ 870.00	\$ 1,035.00	\$ 870.00	

Changes from Year 3 pricing submission highlighted in yellow

Table I

CMSD 32: Sanitary Sewer Collection System Rehabilitation and Repair

MH Rehab-Repairs - PROPOSED YEAR 4						
Item #	Description	Units	1 MH's	2-5 MH's	6-15 MH's	
I-1A	Install inside drop bowl, fittings, and piping, 8" drop	EA	\$ 7,150.00	\$ 7,150.00	\$ 7,150.00	
I-1b	Install inside drop bowl, fittings, and piping, 10" drop	EA	\$ 8,830.00	\$ 8,830.00	\$ 8,830.00	

Changes from Year 3 pricing submission highlighted in yellow

Table J

CMSD 32: Sanitary Sewer Collection System Rehabilitation and Repair

Sewer Pipe Cleaning - PROPOSED YEAR 4									
Item #	Pipe Dia.	Light Clean (NO CCTV)			Heavy Clean (WITH CCTV)				
		0-2500'	2501'-5000'	5001' +	0-2500'	2501'-5000'	5001' +	5001' +	
J-1	6"-10"	\$ 2.85	\$ 1.35	\$ 1.35	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	
J-2	12"-15"	\$ 3.15	\$ 1.45	\$ 1.45	\$ 6.05	\$ 6.05	\$ 6.05	\$ 6.05	
J-3	18"-21"	\$ 3.50	\$ 1.80	\$ 1.80	\$ 9.90	\$ 9.90	\$ 9.90	\$ 9.90	
J-4	24"	\$ 4.30	\$ 1.95	\$ 1.95	\$ 19.80	\$ 19.80	\$ 19.80	\$ 19.80	
J-5	30"	\$ 4.65	\$ 2.15	\$ 2.15	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	
J-6	36"	\$ 7.40	\$ 2.40	\$ 2.40	\$ 33.00	\$ 33.00	\$ 33.00	\$ 33.00	
J-7	42"	\$ 8.50	\$ 2.55	\$ 2.55	\$ 38.50	\$ 38.50	\$ 38.50	\$ 38.50	
J-8	48"	\$ 8.90	\$ 3.05	\$ 3.05	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	
J-9	> 48"	\$ 9.15	\$ 3.65	\$ 3.65	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	

Changes from Year 3 pricing submission highlighted in yellow

Table K

CMSD 32: Sanitary Sewer Collection System Rehabilitation and Repair

Pipe CCTV - PROPOSED YEAR 4

Item #	Pipe Dia.	CCTV		
		0-2500'	2501'-5000'	5001' +
K-1	6"-10"	\$ 1.85	\$ 1.55	\$ 1.25
K-2	12"-15"	\$ 1.85	\$ 1.55	\$ 1.25
K-3	18"-21"	\$ 1.85	\$ 1.55	\$ 1.25
K-4	24"	\$ 1.85	\$ 1.55	\$ 1.25
K-5	30"	\$ 1.85	\$ 1.55	\$ 1.25
K-6	36"	\$ 1.85	\$ 1.55	\$ 1.25
K-7	42"	\$ 1.85	\$ 1.55	\$ 1.25
K-8	48"	\$ 1.85	\$ 1.55	\$ 1.25
K-9	> 48"	\$ 1.85	\$ 1.55	\$ 1.25

Changes from Year 3 pricing submission highlighted in yellow

Table L

CMSD 32: Sanitary Sewer Collection System Rehabilitation and Repair

Unit Prices for Hourly Work - PROPOSED YEAR 4

Item	Personnel	Hourly Rate	Overtime Rate	Weekend Rate	Holiday Rate
L-1	Project Manager	\$ 120.00	\$ 175.00	\$ 175.00	\$ 230.00
L-2	Supervisor	\$ 90.00	\$ 140.00	\$ 140.00	\$ 180.00
L-3	Foreman	\$ 85.00	\$ 135.00	\$ 135.00	\$ 165.00
L-4	Equipment Operator	\$ 85.00	\$ 135.00	\$ 135.00	\$ 165.00
L-5	Laborer	\$ 70.00	\$ 110.00	\$ 110.00	\$ 145.00
L-6	Shop Foreman	\$ 80.00	\$ 120.00	\$ 120.00	\$ 155.00
L-7	Assistant Shop Foreman	\$ 80.00	\$ 120.00	\$ 120.00	\$ 155.00
L-8	Other	\$ 80.00	\$ 120.00	\$ 120.00	\$ 155.00

Item	Equipment	Hourly Rate	Mobilization
L-9	Excavator(20,000lbs or less)	\$ 220.00	\$ 1,100.00
L-10	Excavator(20,000lbs to 45,000lbs)	\$ 275.00	\$ 1,100.00
L-11	Excavator(greater than 45,000lbs)	\$ 295.00	\$ 1,100.00
L-12	Dump Truck(tandem axle)	\$ 165.00	\$ 275.00
L-13	Skid Steer	\$ 145.00	\$ 1,100.00
L-14	Track Loader	\$ 210.00	\$ 1,100.00

Changes from Year 3 pricing submission highlighted in yellow

Table M

CMSD 32: Sanitary Sewer Collection System Rehabilitation and Repair

Unit Prices for Hourly Work - PROPOSED YEAR 4

Item	Other Items	Unit	Rate
M-1	Pump w/ gen set - 4" w/hoses (dewatering excavation)	HR	\$ 150.00
M-2	Pickup w/tools	HR	\$ 55.00
M-3	Pavement Breaker	HR	\$ 275.00
M-4	Monitoring and Fueling Bypass Pumping	HR	\$ 185.00
M-5	Dye Testing	EA	\$ 500.00
M-6	Engineering Seal on Liner Thickness Calculation	EA	\$ 2,500.00

Item	Materials	% Markup
M-7	% Markup on Materials	10
M-8	% Markup on Bypass Pumping	5

Changes from Year 3 pricing submission highlighted in yellow

City of Independence

AGENDA ITEM COVER SHEET

BILL NO. 24-713

Res.No: 6990

Agenda Title:

24-713 A resolution requesting that the Missouri Department of Transportation provide for the timely maintenance of all traffic control devices installed along state and federal highways located within the corporate boundaries of the City of Independence (*Sponsored by Councilmember Bridget McCandless*).

Background:

The Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) defines the standards used by road managers nationwide to install and maintain traffic control devices on all streets, highways, pedestrian and bicycle facilities, and site roadways open to public travel. This document is a compilation of national standards for all traffic control devices, including road markings, highway signs, and traffic signals.

Within Independence, there are 109.5 centerline miles of highway within the City of Independence that are maintained by the Missouri Department of Transportation (MoDOT). Occasionally, these traffic control devices are damaged or fall into disrepair.

In February 2023, the Independence City Council adopted the “City of Independence Action Plan”. The Action Plan seeks to, in part, “consistently improve our community’s appearance and quality of life as it grows and changes” and to also “embrace a safe... community”. However, damaged traffic control devices negatively impact both community appearance and safety.

As such, the Independence City Council wishes to express its desire for the Missouri Department of Transportation to provide for the timely maintenance and upkeep of all traffic control devices located along the 109.5 centerline miles of highway that are located within the corporate limits of the City of Independence and which are the responsibility of the State of Missouri

Department: City Council

Contact Person: Bridget
McCandless

REVIEWERS:**Department**

City Clerk Department

Action

Approved

Council Action:**Council Action:**

ATTACHMENTS:**Description**

▣ Resolution

Type

Resolution

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REQUESTING THAT THE MISSOURI DEPARTMENT OF TRANSPORTATION PROVIDE FOR THE TIMELY MAINTENANCE OF ALL TRAFFIC CONTROL DEVICES INSTALLED ALONG STATE AND FEDERAL HIGHWAYS LOCATED WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF INDEPENDENCE. *(Requested by Councilmember Bridget McCandless)*

WHEREAS, the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) defines the standards used by road managers nationwide to install and maintain traffic control devices on all streets, highways, pedestrian and bicycle facilities, and site roadways open to public travel, and;

WHEREAS, the MUTCD is a compilation of national standards for all traffic control devices, including road markings, highway signs, and traffic signals, and;

WHEREAS, there are 109.5 centerline miles of highway within the City of Independence that are maintained by the Missouri Department of Transportation (MoDOT), and;

WHEREAS, occasionally, these traffic control devices are damaged or fall into disrepair, and;

WHEREAS, the Independence City Council has adopted the “City of Independence Action Plan”, and;

WHEREAS, the Action Plan seeks to, in part, “consistently improve our community’s appearance and quality of life as it grows and changes” and to also “embrace a safe...community”, and;

WHEREAS, damaged traffic control devices negatively impact both community appearance and safety;

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

SECTION 1. That the Independence City Council implores the Missouri Department of Transportation to provide for the timely maintenance and upkeep of all traffic control devices located along the 109.5 centerline miles of highway that are located within the corporate limits of the City of Independence and which are the responsibility of the State of Missouri.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

BILL NO. 24-714

Res.No: 6991

Agenda Title:

24-714 A resolution appointing Amie Jacobsen and reappointing Nancy Kerr and April Preston to the Board of Directors of the Englewood Community Improvement District

Department:

Contact Person:

REVIEWERS:

Department

Action

City Clerk Department

Approved

Council Action:

Council Action:

ATTACHMENTS:

Description

Type

- | | | |
|---|---|-----------|
| ▯ | A resolution appointing Amie Jacobsen and reappointing Nancy Kerr and April Preston to the Board of Directors of the Englewood Community Improvement District | Ordinance |
|---|---|-----------|

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING AMIE JACOBSEN AND REAPPOINTING NANCY KERR
AND APRIL PRESTON TO THE BOARD OF DIRECTORS OF THE ENGLEWOOD
COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 18032, passed on the 5th day of August 2019, establish the Englewood Community Improvement District; and,

WHEREAS, the establishment of the Englewood Community Improvement District included the creation of a seven-member Board of Directors; and,

WHEREAS, the regulations call for the Directors to be appointed by the Mayor, with the consent of the City Council;

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby consents to the appointments by the Mayor of the following persons to the Board of Directors of the Englewood Community Improvement District.

<u>Name</u>	<u>Term Expires</u>
Amie Jacobsen	3/4/2027
Nancy Kerr	3/4/2027
April Preston	3/4/2027

PASSED THIS _____ DAY OF _____, 2024, 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

Moved to 3/4 agenda

Agenda Title:

A resolution requesting that the Missouri Department of Transportation provide for the timely maintenance of all traffic control devices installed along state and federal highways located within the corporate boundaries of the City of Independence (*Sponsored by Councilmember Bridget McCandless*).

Background:

The Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) defines the standards used by road managers nationwide to install and maintain traffic control devices on all streets, highways, pedestrian and bicycle facilities, and site roadways open to public travel. This document is a compilation of national standards for all traffic control devices, including road markings, highway signs, and traffic signals.

Within Independence, there are 109.5 centerline miles of highway within the City of Independence that are maintained by the Missouri Department of Transportation (MoDOT). Occasionally, these traffic control devices are damaged or fall into disrepair.

In February 2023, the Independence City Council adopted the “City of Independence Action Plan”. The Action Plan seeks to, in part, “consistently improve our community’s appearance and quality of life as it grows and changes” and to also “embrace a safe... community”. However, damaged traffic control devices negatively impact both community appearance and safety.

As such, the Independence City Council wishes to express its desire for the Missouri Department of Transportation to provide for the timely maintenance and upkeep of all traffic control devices located along the 109.5 centerline miles of highway that are located within the corporate limits of the City of Independence and which are the responsibility of the State of Missouri

Department: City Council

Contact Person: Bridget
McCandless

REVIEWERS:**Department**

City Managers Office

Action

Approved

Council Action:**Council Action:**

ATTACHMENTS:**Description**

▣ Resolution

Type

Resolution

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REQUESTING THAT THE MISSOURI DEPARTMENT OF TRANSPORTATION PROVIDE FOR THE TIMELY MAINTENANCE OF ALL TRAFFIC CONTROL DEVICES INSTALLED ALONG STATE AND FEDERAL HIGHWAYS LOCATED WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF INDEPENDENCE. *(Requested by Councilmember Bridget McCandless)*

WHEREAS, the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) defines the standards used by road managers nationwide to install and maintain traffic control devices on all streets, highways, pedestrian and bicycle facilities, and site roadways open to public travel, and;

WHEREAS, the MUTCD is a compilation of national standards for all traffic control devices, including road markings, highway signs, and traffic signals, and;

WHEREAS, there are 109.5 centerline miles of highway within the City of Independence that are maintained by the Missouri Department of Transportation (MoDOT), and;

WHEREAS, occasionally, these traffic control devices are damaged or fall into disrepair, and;

WHEREAS, the Independence City Council has adopted the “City of Independence Action Plan”, and;

WHEREAS, the Action Plan seeks to, in part, “consistently improve our community’s appearance and quality of life as it grows and changes” and to also “embrace a safe...community”, and;

WHEREAS, damaged traffic control devices negatively impact both community appearance and safety;

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

SECTION 1. That the Independence City Council implores the Missouri Department of Transportation to provide for the timely maintenance and upkeep of all traffic control devices located along the 109.5 centerline miles of highway that are located within the corporate limits of the City of Independence and which are the responsibility of the State of Missouri.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application by Henry Downing requesting a rezoning from R-30/PUD, High Density Residential/Planned Unit Development, and R-12, Two-Family Residential, to R-6, Single-Family Residential, for the property located at 625 N. Lakeview Avenue. ***New Information Only.***

Department: Community
Development

Contact Person: Tom Scannell

REVIEWERS:

Department

Community Development Department
City Clerk Department

Action

Approved
Approved

Council Action:

Council Action:

ATTACHMENTS:

Description

▫ PH Notice

Type

Backup Material

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, January 23, 2024, and by the Independence **City Council** at 6 p.m., Monday, March 4, 2024, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 24-100-02 – Rezoning – 625 N. Lakeview Avenue – A request by Henry Downing to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) and R-12 (Two-Family Residential) to R-6 (Single-Family Residential).

Case 24-100-03 – Rezoning – 9800 E. US Highway 40 – A request by Kirk Farrelly with Dollar General to rezone the property from C-2 (General Commercial) and R-6 (Single-Family Residential) to C-2 (General Commercial).

Case 24-100-04 – Rezoning – 1220 Dickinson Road – A request by Marvin Mendoza to rezone the property from R-18/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

Case 24-100-05 – Rezoning – 1301 S. Noland Road – A request by Carolyn Richardson to rezone the property from C-2 (General Commercial) to R-6 (Single-Family Residential).

Case 24-100-06 – Rezoning – M-78 Highway & Little Blue Parkway – A request by Chris Chancellor with NorthPoint Development to rezone the property from BP/PUD (Business Park/Planned Unit Development) and C-2 (General Commercial) to I-1 (Industrial).

Case 24-125-02 – Rezoning/PUD – M-78 Highway & Little Blue Parkway – A request by Chris Chancellor with NorthPoint Development to rezone the property from BP/PUD (Business Park/Planned Unit Development) and C-2 (General Commercial) to BP/PUD (Business Park/Planned Unit Development) and approving a preliminary development plan.

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

Witness my hand this 2nd day of January, 2024.

Tom Scannell
Community Development Director

The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD
One Insertion: January 6, 2024

City of Independence

AGENDA ITEM COVER SHEET

BILL NO. 24-009

Ord.No: 19527

Agenda Title:

24-009 2R An ordinance approving a rezoning from District R-12 (Two-Family Residential) and R-30/PUD (High Density Residential) to District R-6 (Single-Family Residential) for the property at 625 N. Lakeview Avenue.

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of case 24-100-02, the rezoning of 625 N. Lakeview Avenue. A second to the motion was made by Commissioner Ashbaugh. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Yes

Commissioner McClain – Yes

Commissioner Nesbitt – Yes

Commissioner O'Neil – Yes

Commissioner H. Wiley – Absent

Commissioner L. Wiley – Yes

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

Executive Summary:

A request by Jesse Herfel to rezone the property from R-12 (Two-Family Residential) and R-30/PUD (High-Density Residential) to R-6 (Single-Family Residential).

Background:

The mixed zoning of R-30/PUD and R-12 makes the existing house on the property a legal non-conforming structure. If the home was destroyed, the structure would not be able to be rebuilt as a single-family home. This has made it difficult for the property owners to secure a loan on the property. They are requesting the property be rezoned to assist them in the loan process.

The original request from the applicant was to rezone the property to R-12 (Two-Family Residential), however given the existing character of the neighborhood as

primarily single-family residences City staff did not feel comfortable supporting rezoning to R-12. The applicant was informed that staff would support an application to rezone the property to R-6 (Single-Family Residential) instead. The applicant agreed and amended their application to rezone this property to R-6.

PROPERTY HISTORY:

This property was platted in 1923 as part of the Highland Park plat. The current property boundaries include all of lots 12, 13, and 43. The home on the property was built in 1930. While most of the home is situated on lot 12, the structure crosses the lot boundaries into lots 13 and 43 as well. When the City introduced zoning in 1965, lots 12 and 13, along with the other lots along College Street, were designated R-4 (High-Density Residential). Lot 43, however, was designated to be R-2 (Two-Family residential). These lots retained their zoning classifications through the changes made to the City's zoning ordinance in 1980. In 2009, when the City adopted the current version of the Unified Development Ordinance, R-2 zones were reclassified as R-12 and R-4 zones were reclassified as R-30/PUD. This is how the property, containing three lots, wound up with mixed zoning.

PHYSICAL CHARACTERISTICS OF PROPERTY:

Lots 12 and 13 are relatively flat along the portion of the property abutting College Street. The rear portions of these lots and lot 43 have a downward slope. The topography of Lot 43 drops more than 25 feet from the west to the east property lines. The house on the property is a blue bungalow that faces Lakeview Avenue. A walkout basement is visible from Lakeview. There is not a garage or driveway on the property, but there is a gravel pull-off area in front of the home. The property has several trees adjacent to the street and many more in the rear of the property. A large open green space sits at behind the property on lot 43.

CHARACTERISTICS OF THE AREA:

The surrounding area is almost entirely comprised of single-family homes of a similar age and design to the existing house on subject property.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Rezoning this property is consistent with the *Independence for All*, Strategic Plan. One of the objectives of the plan is to "stabilize and revitalize neighborhoods." Rezoning this property to R-6 will ensure that this neighborhood remains a stable single-family area. Further, rezoning allows for the property to be appropriately maintained if building permits are required. Lastly, the property could be subdivided in such a way to allow for additional single-family homes further strengthening the character of the neighborhood.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

The Comprehensive plan envisions the future land use of this property and the surrounding area to be residential neighborhoods. One of the guiding principles outlined in the Comprehensive Plan is to "preserve the integrity of existing neighborhoods and the historic nature of older neighborhoods." R-30/PUD, and apartments generally, are not compatible with the existing character of the neighborhood. That is likely one reason that the area designated as R-30/PUD has remained undeveloped despite being zoned for high-density apartments for nearly sixty

years. Amending the zoning to be R-6, as opposed to R-12, ensures that this property will remain single-family and further preserve the existing character of the neighborhood.

Zoning:

Section 14-300-02 of the Unified Development Ordinance outlines the purpose of Independence's zoning districts by stating that they "are intended to create, maintain, and promote a variety of housing opportunities for individual households and to maintain the desired physical character of existing neighborhoods." By rezoning this property to R-6 (Single-Family Residential), the City can ensure that any future use or development on this property will be in line with single-family character of the area. If rezoned, the property would be congruent with the neighboring R-6 area to the north and west.

Historic and Archeological Sites:

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

Public Utilities:

All utility services are adjacent or nearby.

Public Improvements:

No additional public improvements would be required. The street, in the right-of-way to be dedicated, has already been constructed.

CIP Investments:

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

REVIEW CRITERIA:

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

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions this area to be Residential Neighborhoods".

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

There are no recent neighborhood or sub-area plans for this area.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

The surrounding area is almost entirely zoned for single-family and two-family residences, however the predominant use for the area is single-family. Rezoning the property to R-6 (Single-Family Residential) is compatible with the surrounding R-6 and R-12 (Two-Family Residential) districts.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The existing character of the neighborhood is that of a single-family residential neighborhood. Rezoning to R-6 (Single-Family Residential) will ensure the character of the neighborhood is retained.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

With the current zoning in place, single-family homes are not permitted. The

existing home on the property is currently legal-nonconforming. This property is much more suited for single-family homes than high-density apartments.

6. The length of time the subject property has remained vacant as zoned.
The property has never been developed for high-density apartments, although being zoning for such for nearly sixty years. The existing home on the property has remained vacant several months.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.
Rezoning this property to R-6 will not have a detrimental effect on the nearby properties. If anything, the affect will be positive.

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.
Denial of the rezoning will likely mean that the property remains as-is and make it difficult for investors or homeowners to clean up the property or even subdivide it and develop new single-family homes.

Draft Planning Commission minutes:

“Case 24-100-02 – Rezoning – 625 N. Lakeview Avenue

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.

Public Comments

No public comments.

Motion

Commissioner Nesbitt made a motion to approve Case 24-100-02 – Rezoning – 625 N. Lakeview Avenue. Commissioner O’Neill seconded the motion. The motion passed with six affirmative votes.”

Department: Community
Development

Contact Person: Tom Scannell

REVIEWERS:

Department
City Clerk Department

Action
Approved

Council Action:

Council Action:

ATTACHMENTS:

Description	Type
▣ Draft Ordinance	Ordinance
▣ Staff Report	Backup Material
▣ Letter from Applicant	Backup Material
▣ Application Packet	Backup Material
▣ Notification Letter	Backup Material
▣ Notification Information	Backup Material
▣ Notification Affidavit	Backup Material
▣ Notification Area Map	Backup Material
▣ Comp Plan Map	Backup Material
▣ Zoning Map	Backup Material

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-12 (TWO-FAMILY RESIDENTIAL) AND R-30/PUD (HIGH DENSITY RESIDENTIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTY AT 625 N. LAKEVIEW AVENUE.

WHEREAS, an application submitted by Jesse Herfel with KCMO Town, LLC is requesting approval of a rezoning from R-12 (Two Family Residential) and R-30/PUD (High-Density Residential) for the property at 625 N. Lakeview Avenue 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 January 23, 2024, and rendered a report to the City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on March 4, 2024, and rendered a decision to approve the rezoning of the said property; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

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

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

SECTION 1. That the following legally described property is hereby rezoned from District R-12 (Two Family Residential) and R-30/PUD (High-Density Residential) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

HIGHLAND PARK; LOTS 12 13 AND 43.

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall

constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Interim City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: January 23, 2024

STAFF: Joshua Garrett, Planner

PROJECT NAME: Rezoning to R-6 Single-Family Residential

CASE NUMBER/REQUEST: **Case 24-100-02 – Rezoning – 625 N. Lakeview Avenue** – A request by Jesse Herfel to rezone the property from R-12 (Two-Family Residential) and R-30/PUD (High-Density Residential) to R-6 (Single-Family Residential)

APPLICANT: Jesse Herfel

OWNER: KCMO Town, LLC

PROPERTY ADDRESS: 625 N. Lakeview Avenue, Independence, MO 64050

SURROUNDING ZONING/LAND USE:

North: R-6 (Single-Family Residential)

East: R-30 (High-Density Residential) and R-12 (Two-Family Residential)

South: R-12 (Two-Family Residential)

West: R-6 (Single-Family Residential) and R-12 (Two-Family Residential)

PUBLIC NOTICE

- Letters to property owners within 185 feet – January 2, 2024
- Public Notice published in the Independence Examiner – January 2, 2024
- Sign posted on property – January 5, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on February 19, 2024, and the public hearing/second reading on March 4, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Jesse Herfel to rezone the property from R-12 (Two-Family Residential) and R-30/PUD (High-Density Residential) to R-6 (Single-Family Residential).

Current Zoning:

R-12 (Two-Family Residential)

R-30/PUD (High-Density Residential)

Proposed Zoning:

R-6 (Single-Family Residential)

Current Use: Single-Family Home

Acreage: 0.52 Acres

Proposed Use: Single-Family Homes

Building Square Footage: 720 sq feet

BACKGROUND:

The mixed zoning of R-30/PUD and R-12 makes the existing house on the property a legal non-conforming structure. If the home was destroyed, the structure would not be able to be rebuilt as a single-family home. This has made it difficult for the property owners to secure a loan on the property. They are requesting the property be rezoned to assist them in the loan process.

The original request from the applicant was to rezone the property to R-12 (Two-Family Residential), however given the existing character of the neighborhood as primarily single-family residences, staff believed an R-6 zoning better suites the neighborhood compared to R-12. The applicant was informed that staff would support an application to rezone the property to R-6 (Single-Family Residential). The applicant agreed and amended their application to rezone this property to R-6.

PROPERTY HISTORY:

This property was platted in 1923 as part of the Highland Park plat. The current property boundaries include all of lots 12, 13, and 43. The home on the property was built in 1930. While most of the home is situated on lot 12, the structure crosses the lot boundaries into lots 13 and 43 as well. When the City introduced zoning in 1965, lots 12 and 13, along with the other lots along College Street, were designated R-4 (High-Density Residential). Lot 43, however, was designated to be R-2 (Two-Family residential). These lots retained their zoning classifications through the changes made to the City's zoning ordinance in 1980. In 2009, when the City adopted the current version of the Unified Development Ordinance, R-2 zones were reclassified as R-12 and R-4 zones were reclassified as R-30/PUD. This is how the property, containing three lots, wound up with mixed zoning.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

Lots 12 and 13 are relatively flat along the portion of the property abutting College Street. The rear portions of these lots and lot 43 have a downward slope. The topography of Lot 43 drops more than 25 feet from the west to the east property lines. The house on the property is a blue bungalow that faces Lakeview Avenue. A walkout basement is visible from Lakeview. There is no garage or driveway on the property, but there is a gravel pull-off area in front of the home. The property has several trees adjacent to the street and many more in the rear of the property. A large open green space sits at behind the property on lot 43.

CHARACTERISTICS OF THE AREA:

The surrounding area is almost entirely comprised of single-family homes of a similar age and design to the existing house on subject property.

PROPOSAL:

The applicant seeks to have this property rezoned so that the property can be used to secure a loan. Further, the applicant has expressed some interest to replat the existing lots to develop additional single-family homes.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Rezoning this property is consistent with the *Independence for All*, Strategic Plan. One of the objectives of the plan is to “stabilize and revitalize neighborhoods.” Rezoning this property to R-6 will ensure that this neighborhood remains a stable single-family area. Further, rezoning allows for the property to be appropriately maintained if building permits are required. Lastly, the property could be subdivided in such a way to allow for additional single-family homes further strengthening the character of the neighborhood.

Comprehensive Plan Guiding Land Use Principles:

The Comprehensive plan envisions the future land use of this property and the surrounding area to be residential neighborhoods. One of the guiding principles outlined in the Comprehensive Plan is to “preserve the integrity of existing neighborhoods and the historic nature of older neighborhoods.” R-30/PUD, and apartments generally, are not compatible with the existing character of the neighborhood. That is likely one reason that the area designated as R-30/PUD has remained undeveloped despite being zoned for high-density apartments for nearly sixty years. Amending the zoning to be R-6, as opposed to R-12, ensures that this property will remain single-family and further preserve the existing character of the neighborhood.

Zoning:

Section 14-300-02 of the Unified Development Ordinance outlines the purpose of Independence’s zoning districts by stating that they “are intended to create, maintain, and promote a variety of housing opportunities for individual households and to maintain the desired physical character of existing neighborhoods.” By rezoning this property to R-6 (Single-Family Residential), the City can ensure that any future use or development on this property will be in line with single-family character of the area. If rezoned, the property would be congruent with the neighboring R-6 area to the north and west.

Historic and Archeological Sites:

There are no apparent historic or archeological sites located on these properties.

Public Utilities:

All utilities are present in the adjacent rights-of-way.

CIP Investments:

Currently there are no CIP investments in 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 this area to be Residential Neighborhoods.

- 2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**

There are no recent neighborhood or sub-area plans for this area.

- 3. The compatibility of the proposed zoning with the zoning and use of the nearby property, including any overlay zoning.**

The surrounding area is almost entirely zoned for single-family and two-family residences, however the predominant use for the area is single-family. Rezoning the property to R-6 (Single-Family Residential) is compatible with the surrounding R-6 and R-12 (Two-Family Residential) districts.

- 4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**

The existing character of the neighborhood is that of a single-family residential neighborhood. Rezoning to R-6 (Single-Family Residential) will ensure the character of the neighborhood is retained.

- 5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.**

With the current zoning in place, single-family homes are not permitted. The existing home on the property is currently legal-nonconforming. This property is much more suited for single-family homes than high-density apartments.

- 6. The length of time the subject property has remained vacant as zoned.**

The property has never been developed for high-density apartments, although being zoning for such for nearly sixty years. The existing home on the property has remained vacant several months.

- 7. The extent of which approving the rezoning will detrimentally affect nearby properties.**

Rezoning this property to R-6 will not have a detrimental affect on the nearby properties. If anything, the affect will be positive.

- 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, because of denial of the application.**

Denial of the rezoning will likely mean that the property remains as-is and make it difficult for investors or homeowners to clean up the property or even subdivide it and develop new single-family homes.

EXHIBITS

1. Narrative
2. Application
3. Notification Letter
4. Mailing List
5. Affidavit
6. Notice Area Map
7. Comp Plan Map
8. Zoning Map

Jesse Herfel
Member, KMCO Town LLC.
4184 E. Meadowview Dr.
Gilbert, AZ. 85298.
Jesse@theherfelgroup.com
602.705.2232

To Whom It May Concern:

I am writing to formally submit an application for the rezoning of the property located at 625 N. Lakeview Ave, Independence, MO. 64050, Presently under the ownership of KMCO Town LLC.

We seek approval for the lot/parcel to be zoned as R6 single family residential. .

We look forward to the opportunity to contribute to the continued growth enhancement of our esteemed community. I am available at (602) 784-6171 or azkc2020@gmail.com.

Your consideration is greatly appreciated.

Thank you.

 *Jesse Herfel* 12/22/23
Jesse Herfel



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

Project Information and Location

Rezoning to R-6 Single family residential

Project Name

625 N. Lakeview Ave, Independence, MO 65050

Project Address/Location

720 square feet

28,465 square feet

1

No

Sq. Ft. of Building

Acreage

Number of Lots/Tracts

Stream Buffer (Yes or No)

No

R-6

Existing Zoning

Proposed Zoning

Existing Land Use

Proposed Land Use

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

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

Contact Information

Applicant

Jesse Herfel

KCMO Town LLC

Name

Company

4184 E. Meadowview Drive Gilbert AZ 85298

Address

602-705-2232

jesse@theherfelgroup.com

Phone

Email

Architect/Engineer/Surveyor/Other: Member

Jesse Herfel

Name

Company

Address

Phone

Email

Owner

KCMO Town LLC

Name

Company

4184 E. Meadowview Drive Gilbert AZ 85298

Address

602-705-2232

info@theherfelgroup.com

Phone

Email

Architect/Engineer/Surveyor/Other: Owner

Jesse Herfel

Name

Company

Address

Phone

Email

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

Authentisign

Jesse Herfel

12/22/23

Applicant's Signature

Date

Authentisign

Jesse Herfel

12/22/23

Owner's Signature

Date

Property Owner Notification Letter

City of Independence, Missouri

Date: December 14, 2023

Case No. 24-100-02

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: Rezoning property to be R-6 Single Family Residential

Applicant: KCMO Town LLC

Location of Property: 625 N. Lakeview Ave. Independence MO 65050

Planning Commission Meeting Date: January 23, 2024, at 6:00 p.m.

City Council Meeting Date: March 04, 2024, at 6:00 p.m.

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

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

7He

Applicant (or Owner/Agent)

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

Owner	Address	City	State	Zip Code
ALSUP HELENA	606 E COLLEGE ST	INDEPENDENCE	MO	64050
BAYLESS RONALD F JR	906 N STRODE ST	INDEPENDENCE	MO	64050
BECK SHARON ANN HOLM LINDA SUE	630 N LAKEVIEW AVE	INDEPENDENCE	MO	64050
CHAMPAGNE ANTHONY	3909 S MILTON DR	INDEPENDENCE	MO	64055
COUCH RICKY A	16121 E 40TH ST	INDEPENDENCE	MO	64055
FULKERSON MARIAH & RICK E JR	620 N LAKEVIEW AVE	INDEPENDENCE	MO	64050
HAMM JAMES A AND JUDITH A	616 E COLLEGE ST	INDEPENDENCE	MO	64050
HERRON DAIMON	621 N LAKEVIEW AVE	INDEPENDENCE	MO	64050
HITE THOMAS M & SHEENA M	613 E COLLEGE ST	INDEPENDENCE	MO	64050
HOLLER JERRY & DONNA J	610 E COLLEGE ST	INDEPENDENCE	MO	64050
KENEPASKE MORRIGAN C	600 E COLLEGE ST	INDEPENDENCE	MO	64050
KMS ENTERPRISES LLC	2359 W MAIN	NEWCASTLE	WY	82701
LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111
MAYNARD SHERRIL E	618 E COLLEGE ST	INDEPENDENCE	MO	64050
PLUM REAL ESTATE MO LLC	433 W 34TH ST APT 5E	NEW YORK	NY	10001
SAN PHY	614 E COLLEGE ST	INDEPENDENCE	MO	64050
SHORTY BIGGS PROPERTIES LLC	1501 NW MOCK AVE	BLUE SPRINGS	MO	64015
TEED KENNETH S & BRENDA K MCREAKEN	28711 OLD SANTA FE TRL	WAVERLY	MO	64096
THEDERAHN DEBORAH MORTON	619 N LAKEVIEW AVE	INDEPENDENCE	MO	64050
TURNER BETH	5559 NW BARRY RD APT 444	KANSAS CITY	MO	64154

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-02

I, Jesse Herfel, of lawful age being first duly sworn upon oath, state:

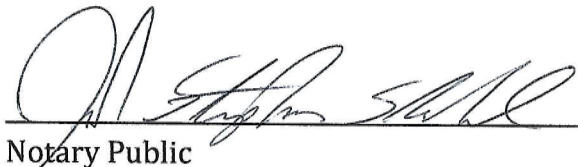
That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 2 day of January, 2024.

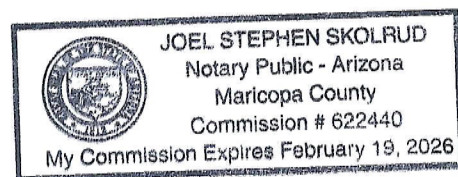


Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 2 day of January, 2024.


Notary Public

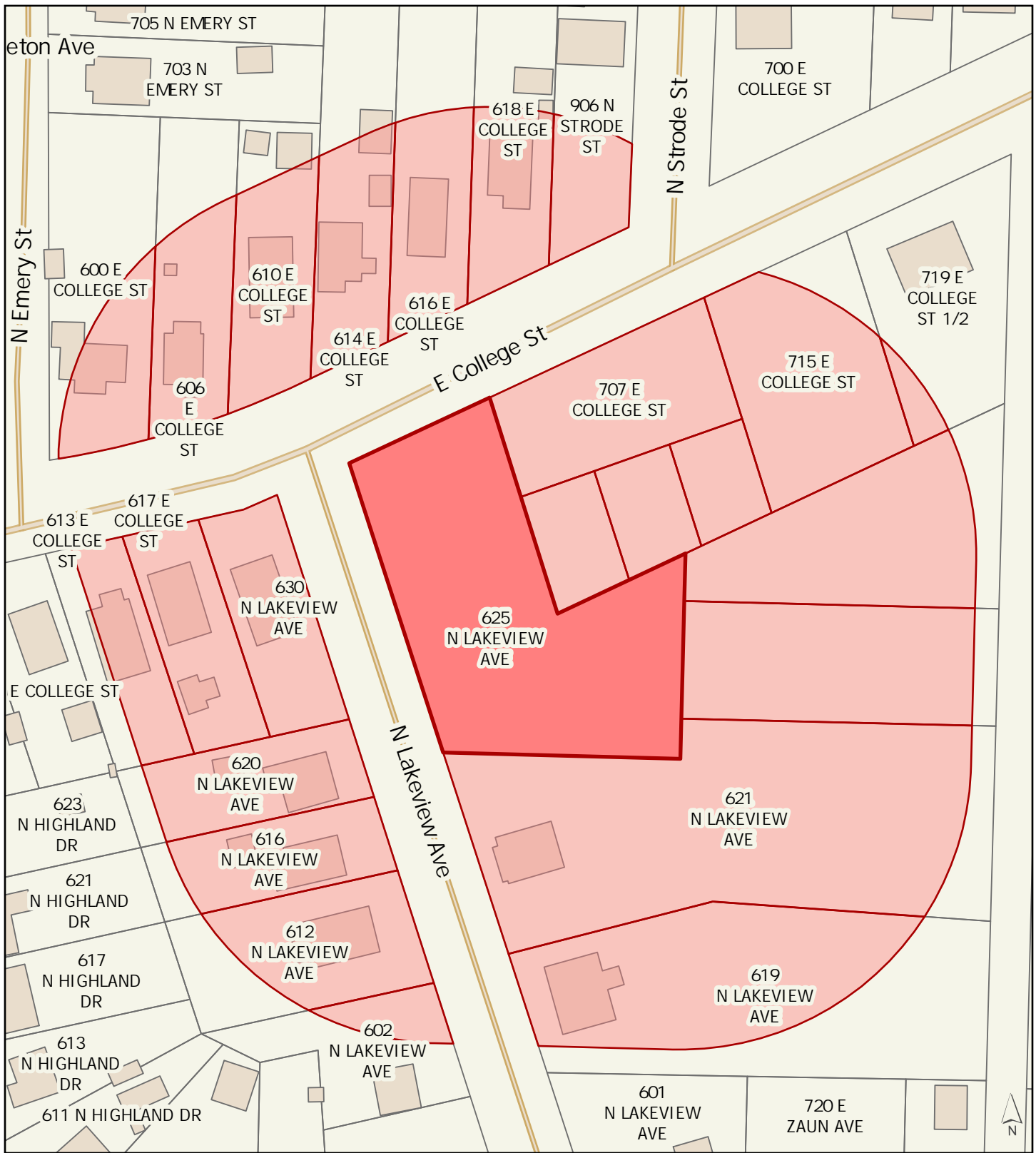
February 19, 2026
Commission Expiration Date





Notification Area

24-100-02

625 N. Lakeview Avenue, Independence. MO 64050



-  Subject Property
-  185 ft Buffer Area

0 25 50 100 Feet

Legend

Major Roads



Road Centerline

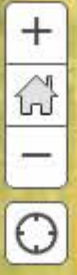


Parcels



Proposed Land Use (Comp Plan)

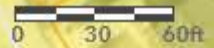
- Residential Neighborhoods
- Residential Urban Neighborhoods
- Mixed Use
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Office
- Business Park
- Industrial
- Civic/Public
- Community Attraction
- Parks
- Agricultural



N Emery St

E College St

N Lakeview Ave



Legend

- I-1
- I-1/HL
- I-1/SUP
- I-1/U
- I-2
- O-1
- O-1/PUD
- R-1
- R-12
- R-12/HL
- R-12/PUD
- R-18/PUD
- R-2
- R-2/PUD
- R-30/PUD
- R-4
- R-4/PUD
- R-6
- R-6/HL
- R-6/I-1/U
- R-6/PUD
- R-A
- R-A/I-2/U



N Emery St

E College St

R-30/PUD

N Lakeview Ave

0 30 60ft

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application by Marvin Mendoza requesting a rezoning from R-18/PUD, High Density Residential/Planned Unit Development, to R-6, Single Family Residential, for the property located at 1220 Dickinson Road. ***New Information Only.***

Department: Community
Development

Contact Person: Tom Scannell

REVIEWERS:

Department

Community Development Department
City Clerk Department

Action

Approved
Approved

Council Action:

Council Action:

ATTACHMENTS:

Description

▣ PH Notice

Type

Backup Material

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, January 23, 2024, and by the Independence **City Council** at 6 p.m., Monday, March 4, 2024, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 24-100-02 – Rezoning – 625 N. Lakeview Avenue – A request by Henry Downing to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) and R-12 (Two-Family Residential) to R-6 (Single-Family Residential).

Case 24-100-03 – Rezoning – 9800 E. US Highway 40 – A request by Kirk Farrelly with Dollar General to rezone the property from C-2 (General Commercial) and R-6 (Single-Family Residential) to C-2 (General Commercial).

Case 24-100-04 – Rezoning – 1220 Dickinson Road – A request by Marvin Mendoza to rezone the property from R-18/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

Case 24-100-05 – Rezoning – 1301 S. Noland Road – A request by Carolyn Richardson to rezone the property from C-2 (General Commercial) to R-6 (Single-Family Residential).

Case 24-100-06 – Rezoning – M-78 Highway & Little Blue Parkway – A request by Chris Chancellor with NorthPoint Development to rezone the property from BP/PUD (Business Park/Planned Unit Development) and C-2 (General Commercial) to I-1 (Industrial).

Case 24-125-02 – Rezoning/PUD – M-78 Highway & Little Blue Parkway – A request by Chris Chancellor with NorthPoint Development to rezone the property from BP/PUD (Business Park/Planned Unit Development) and C-2 (General Commercial) to BP/PUD (Business Park/Planned Unit Development) and approving a preliminary development plan.

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

Witness my hand this 2nd day of January, 2024.

Tom Scannell
Community Development Director

The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD
One Insertion: January 6, 2024

City of Independence

AGENDA ITEM COVER SHEET

BILL NO. 24-010

Ord.No: 19528

Agenda Title:

24-010 2R An ordinance approving a rezoning from District R-18/PUD (Moderate Density Residential) to District R-6 (Single-Family Residential) for the property at 1220 N. Dickinson Road.

Recommendations:

Commissioner O'Neil made a motion to recommend approval of case 24-100-04, the rezoning of 1220 N. Dickinson Road. A second to the motion was made by Commissioner Ashbaugh. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Yes

Commissioner McClain – Yes

Commissioner Nesbitt – Absent

Commissioner O'Neil – Yes

Commissioner H. Wiley – Absent

Commissioner L. Wiley – Yes

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

Executive Summary:

A request by Marvin Mendoza to rezone the property from District R-18/PUD (Moderate Density Residential) to District R-6 (Single-Family Residential).

Background:

Prior to 2009, the property was zoned R-3/PUD (Moderate Density Residential/Planned Unit Development). Prior to 1972, the property was zoned R-1 (Single-Family Residential).

PROPOSAL:

The applicant needs to rezone the R-18/PUD property to R-6 to renovate the nonconforming, unoccupied single-family residence.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The 6.5-acre lot has an existing, 2-½-story, white single-family residence with a large front porch, a white accessory garage and a gravel driveway that widens near the garage and house. The house sets at the southeast corner of the property, roughly 80-feet from Dickinson Road. The remainder of the property is mostly an undeveloped and wooded.

CHARACTERISTICS OF THE AREA:

Single-family homes and lots lie across Dickinson Road and abut on the north. R&S Automotive abuts to the south and more woodland lies to the west. Dickinson Road lacks curbs and sidewalks and has deep ditches in many places.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

The application is within keeping with the Measures for Success for, “Improved housing conditions.”

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

The City Comprehensive Plan recommends Residential Neighborhoods uses for this site. The Guiding Principles state the need to, “facilitate the development of connected...neighborhoods.”

Sub-Area Plans:

The property is not located within a sub-area plan area.

Zoning:

The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). Currently, the property is zoned R-18/PUD (Moderate Density Residential/Planned Unit Development) which allows for duplexes and several types of multiple-family dwellings, as well as child daycares, schools, churches, cemeteries, and some other Conditional and Special Uses.

Historic and Archeological Sites:

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

Public Utilities:

All utility services are adjacent or nearby.

Floodplain/Stream Buffer:

There is not a federal designated floodplain present on the property. Further, there is no stream buffer associated with this rezoning area.

Public Improvements:

No additional public improvements would be required.

CIP Investments:

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

REVIEW CRITERIA:

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

- 1. Conformance of the requested zoning with the Comprehensive Plan.**

The Comprehensive Plan envisions Residential Neighborhoods for the area. A Guiding Principle of the Comprehensive Plan states the need to, “facilitate the development of connected ...neighborhoods”.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

There is not a sub-area plan for the area.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

There are many nearby, developed single-family lots, to the north and east, of various sizes.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-6 zoning is compatible with the area’s single-family residential nature.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

The R-18/PUD zoning prevents this lot from being used for single-family residential use.

6. The length of time the subject property has remained vacant as zoned.

The residence has been vacant for more than a decade.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties. The rezoning will permit and limit the lot to single-family uses.

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 applicant will not be able to renovate the unoccupied single-family residence.

Draft Planning Commission minutes:

"Case 24-100-04 – Rezoning – 1220 Dickinson Road

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.

Public Comments

No public comments.

Motion

Commissioner O’Neill made a motion to approve Case 24-100-04 – Rezoning –

1220 Dickinson Road. Commissioner Ashbaugh seconded the motion. The motion passed with five affirmative votes."

Department: Community
Development

Contact Person: Tom Scannell

REVIEWERS:

Department
City Clerk Department

Action
Approved

Council Action:

Council Action:

ATTACHMENTS:

Description	Type
▣ Draft Ordinance	Ordinance
▣ Staff Report	Backup Material
▣ Letter from Applicant	Backup Material
▣ Application Packet	Backup Material
▣ Notification Letter	Backup Material
▣ Notification Information	Backup Material
▣ Notification Affidavit	Backup Material
▣ Notification Area Map	Backup Material
▣ Comp Plan Map	Backup Material
▣ Zoning Map	Backup Material

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-18/PUD (MODERATE DENSITY RESIDENTIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTY AT 1220 N. DICKINSON ROAD.

WHEREAS, an application submitted by Mervin Mendoza is requesting approval of a rezoning from District R-18/PUD (Moderate Density Residential) to District R-6 (Single-Family Residential) for the property at 1220 N. Dickinson Road 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 January 23, 2024, and rendered a report to the City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on March 4, 2024, and rendered a decision to approve the rezoning of the said property; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

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

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

SECTION 1. That the following legally described property is hereby rezoned from District R-18/PUD (Moderate Density Residential) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

TRACT I:

THE SOUTH HALF OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 50, OF RANGE 32, IN JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING 643 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE NORTH 473 FEET; THENCE NORTH 83° WEST, 601 FEET; THENCE SOUTHERLY 520 FEET; THENCE EAST 601 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN THE ROAD. SUBJECT TO ANY EASEMENTS, RESTRICTIONS, COVENANTS AND RESERVATIONS OF RECORD.,

TRACT II:

THE NORTH HALF OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 50, OF RANGE 32, IN JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING 643 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE

SOUTHEAST QUARTER OF SECTION 35; THENCE NORTH 473 FEET; THENCE NORTH 83° WEST, 601 FEET; THENCE SOUTHERLY 520 FEET; THENCE EAST 601 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN THE ROAD. SUBJECT TO ANY EASEMENTS, RESTRICTIONS, COVENANTS AND RESERVATIONS OF RECORD.

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Interim City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: January 23, 2024

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: Rezoning 1220 Dickinson

CASE NUMBER/REQUEST: **Case 24-100-04 – Rezoning – 1220 Dickinson Road** – A request by Marvin Mendoza to rezone the property from R-18/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

APPLICANT: Marvin Mendoza

PROPERTY ADDRESSES: 1220 N. Dickinson Road

SURROUNDING ZONING/LAND USE:

- North:** R-18/PUD (Moderate Density Residential/Planned Unit Planned) & R-12 (Two-Family Residential)...one and two-family residences
- South:** C-2 (General Commercial)...automotive repair
- East:** R-6 (Single-Family Residential) & C-2 (General Commercial)...single-family residences and laundry mat
- West:** R-18/PUD (Moderate Density Residential/Planned Unit Planned)...undeveloped tract

PUBLIC NOTICE:

- Letters to surrounding property owners – January 5, 2024
- Public Notice published in the Independence Examiner – January 6, 2024
- Signs posted on property – January 5, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on January 23, 2024 and the public hearing/second reading on March 4, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Marvin Mendoza to rezone the property from R-18/PUD (Moderate Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

Current Zoning: R-18/PUD (Moderate Density Residential/Planned Unit Development) **Proposed Zoning:** R-6 (Single-Family Residential)

Current Use: Single-Family Home and
Vacant land

ZONING HISTORY:

Prior to 2009, the property was zoned R-3/PUD (Moderate Density Residential/Planned Unit Development).

Prior to 1972, the property was zoned R-1 (Single-Family Residential)

PROPOSAL:

The applicant needs to rezone the R-18/PUD property to R-6 to renovate the nonconforming, unoccupied single-family residence.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The 6.5-acre lot has an existing, 2-½-story, white single-family residence with a large front porch, a white accessory garage and a gravel driveway that widens near the garage and house. The house sets at the southeast corner of the property, roughly 80-feet from Dickinson Road. The remainder of the property is mostly an undeveloped and wooded.

CHARACTERISTICS OF THE AREA:

Single-family homes and lots lie across Dickinson Road and abut on the north. R&S Automotive abuts to the south and more woodland lies to the west. Dickinson Road lacks curbs and sidewalks and has deep ditches in many places.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

The application is within keeping with the Measures for Success for, “Improved housing conditions.”

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

The City Comprehensive Plan recommends Residential Neighborhoods uses for this site. The Guiding Principles state the need to, “facilitate the development of connected...neighborhoods.”

Sub-Area Plans:

The property is not located within a sub-area plan area.

Zoning:

The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). Currently, the property is zoned R-18/PUD (Moderate Density Residential/Planned Unit Development) which allows for duplexes and several types of multiple-family dwellings, as well as child daycares, schools, churches, cemeteries, and some other Conditional and Special Uses.

Historic and Archeological Sites:

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

Public Utilities:

All utility services are adjacent or nearby.

Floodplain/Stream Buffer:

There is not a federal designated floodplain present on the property. Further, there is no stream buffer associated with this rezoning area.

Public Improvements:

No additional public improvements would be required.

CIP Investments:

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

REVIEW CRITERIA

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

- 1. Conformance of the requested zoning with the Comprehensive Plan.**
The Comprehensive Plan envisions Residential Neighborhoods for the area. A Guiding Principle of the Comprehensive Plan states the need to, “facilitate the development of connected ...neighborhoods”.
- 2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**
There is not a sub-area plan for the area.
- 3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**
There are many nearby, developed single-family lots, to the north and east, of various sizes.
- 4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**
The proposed R-6 zoning is compatible with the area’s single-family residential nature.
- 5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.**
The R-18/PUD zoning prevents this lot from being used for single-family residential use.
- 6. The length of time the subject property has remained vacant as zoned.**
The residence has been vacant for more than a decade.
- 7. The extent to which approving the rezoning will detrimentally affect nearby properties.**
The rezoning should have no detrimental effect on area properties. The rezoning will permit and limit the lot to single-family uses.
- 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 applicant will not be able to renovate the unoccupied single-family residence.

EXHIBITS

1. Applicant Narrative
2. Application
3. Notification letter
4. Address List/Rezoning map
5. Affidavit
6. Notification Area Map
7. Comprehensive Plan map
8. Zoning map

2 The first reason on why we are doing / need this done
is that we want to be trying to remodel our base. & 3
for another reason is to have a nicer neighborhood.
to well because the city told us we needed this
done to be able to work on all of the lots to
be able to enjoy all of our property.

WETA

Application Type (check all that apply)

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

Project Information and Location

Project Name

Project Address/Location

Sq. Ft. of Building

Acreage

Number of Lots/Tracts

Stream Buffer (Yes or No)

Existing Zoning

Proposed Zoning

Existing Land Use

Proposed Land Use

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

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

Contact Information

Applicant

Name

Company

Address

Phone

Email

Architect/Engineer/Surveyor/Other: _____

Name

Company

Address

Phone

Email

Owner

Name

Company

Address

Phone

Email

Architect/Engineer/Surveyor/Other: _____

Name

Company

Address

Phone

Email

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

Applicant's Signature

Date

Owner's Signature

Date

Appendix B - Property Owner Notification Letter City of Independence, Missouri

Date: January 5, 2024

Case No. 24-100-04

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: Rezone from R-181 PUD (Moderate Density Residential/Planned Unit Development) to R-6 (Single-Family Residential)

Applicant: Marvin Menboza Indp. MO

Location of Property: 1220 Dickinson Rd 64050

Planning Commission Meeting Date: Jan 23, 2024, at 6:00 p.m.

City Council Meeting Date: March 4, 2024, at 6:00 p.m.

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

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Marvin Menboza
Applicant (or Owner/Agent)

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



DEED DESCRIPTION:

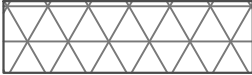
TRACT I:
THE SOUTH HALF OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 50, OF RANGE 32, IN JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING 643 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE NORTH 473 FEET; THENCE NORTH 83° WEST, 601 FEET; THENCE SOUTHERLY 520 FEET; THENCE EAST 601 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN THE ROAD. SUBJECT TO ANY EASEMENTS, RESTRICTIONS, COVENANTS AND RESERVATIONS OF RECORD.

TRACT II:
THE NORTH HALF OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 50, OF RANGE 32, IN JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING 643 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE NORTH 473 FEET; THENCE NORTH 83° WEST, 601 FEET; THENCE SOUTHERLY 520 FEET; THENCE EAST 601 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN THE ROAD. SUBJECT TO ANY EASEMENTS, RESTRICTIONS, COVENANTS AND RESERVATIONS OF RECORD.

LEGEND

① - OWNERSHIP IDENTIFIER

EXISTING ZONING



R-6 = RESIDENTIAL



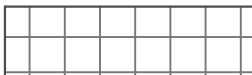
C-2 = GENERAL COMMERCIAL



REQUESTING TO REZONE
FROM R-18/PUD
TO R-6



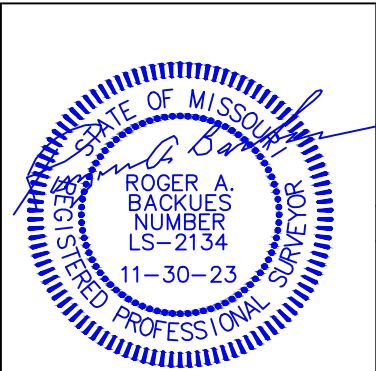
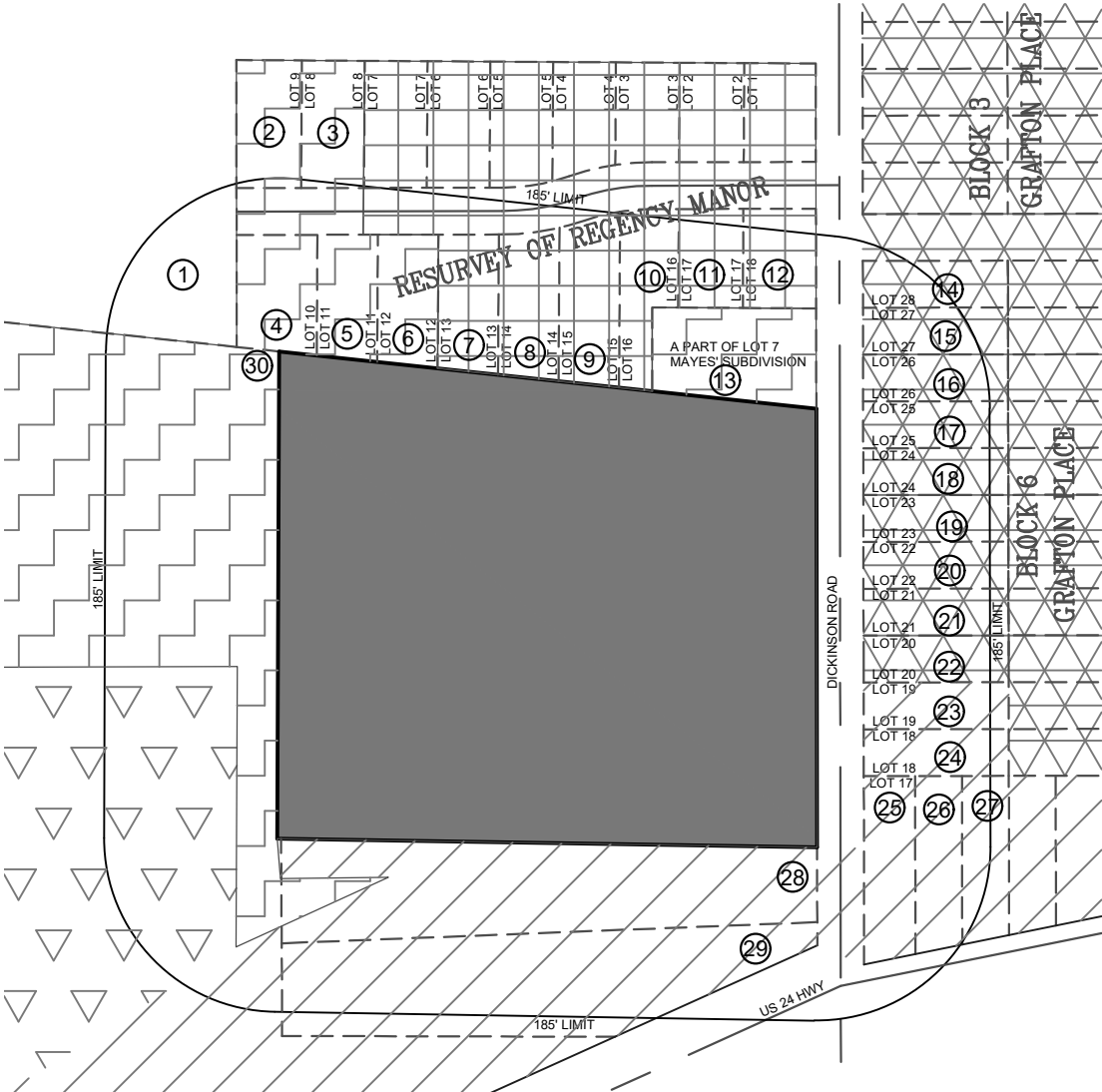
C-1 = GENERAL
COMMERCIAL



R-12 = RESIDENTIAL



R-18/PUD = RESIDENTIAL



REZONING MAP

DATE: 11.30.23

CLIENT:

MARVIN & MARIA ELENA

MENDOZA

1220 DICKINSON RD.

INDEPENDENCE, MO. 64050

200 100 0

Scale In Feet
1"= 200'

OWNERSHIP LIST WITHIN 185':

ID	PARCEL ID	OWNERSHIP
1	15-810-07-20-00-0-00-000	CITY OF INDEPENDENCE 111 MAPLE ST, INDEPENDENCE, MO. 64052
2	15-840-01-18-00-0-00-000	KANSAS A SERIES OF RM LEGACY HOLDINGS, LLC 4418 S. 1300 W., TAYLORSVILLE, UT. 84123
3	15-840-01-19-00-0-00-000	KYLE MORRIS 14804 E. NICKELL AVE., INDEPENDENCE, MO. 64050
4	15-840-01-17-00-0-00-000	JEREMY & KERRI HOEFlickER 14801 E. NICKELL AVE., INDEPENDENCE, MO. 64050
5	15-840-01-16-00-0-00-000	MINDY MARIE WILLIAMS 14805 E. NICKELL AVE., INDEPENDENCE, MO. 64050
6	15-840-01-15-00-0-00-000	ANDREW PASTINACK 14809 E. NICKELL AVE., INDEPENDENCE, MO. 64050
7	15-840-01-14-00-0-00-000	ANTHONY P. MALOTT 14811 E. NICKELL AVE., INDEPENDENCE, MO. 64050
8	15-840-01-13-00-0-00-000	AIMIE & RAFAEL RUIZ 14815 E. NICKELL AVE., INDEPENDENCE, MO. 64050
9	15-840-01-12-00-0-00-000	MAURICE D. FENIMORE 16508 E. 52ND TERRACE CT. S., INDEPENDENCE, MO. 64055
10	15-840-01-11-00-0-00-000	NGUYEN DAO & ANH-NGOC TRAN 13332MONTECITO, TUSTIN, CA. 92782
11	15-840-01-10-00-0-00-000	CYNTHIA LEE CONNOR 14829 E. NICKELL AVE., INDEPENDENCE, MO. 64050
12	15-840-01-09-00-0-00-000	JUDITH M. KELSEY 14833 E. NICKELL AVE., INDEPENDENCE, MO. 64050
13	15-840-01-08-00-0-00-000	MARK RICHARD COMBS, JR. 1232 DICKINSON RD., INDEPENDENCE, MO 64050
14	15-730-06-11-00-0-00-000	ALVIN D. VANFOSSEN 1237 DICKINSON RD., INDEPENDENCE, MO 64050
15	15-730-06-12-00-0-00-000	CATHERINE ANN & KIERA ELLEN STACKER 1235 DICKINSON RD., INDEPENDENCE, MO 64050
16	15-730-06-13-00-0-00-000	CREATIVE HOME BUYING EXPERTS, LLC 4600 S. SYRACUSE ST., FLOOR 9, DENVER, CO. 80237
17	15-730-06-14-00-0-00-000	HATS ETC., LLC P.O. BOX 3338, INDEPENDENCE, MO. 64055
18	15-730-06-15-00-0-00-000	DARRELL DAVID CORNETT, TRUSTEE 1231 DICKINSON RD., INDEPENDENCE, MO 64050
19	15-730-06-16-00-0-00-000	WENDY FERRELL 1229 DICKINSON RD., INDEPENDENCE, MO 64050
20	15-730-06-17-00-0-00-000	JIMMIE SHIELDS 1227 DICKINSON RD., INDEPENDENCE, MO 64050
21	15-730-06-18-00-0-00-000	JEFFREY L. BRUNTMYER 1225 DICKINSON RD., INDEPENDENCE, MO 64050
22	15-730-06-19-00-0-00-000	TAMARA S. DEEDS & MASON W. DORRBECKER 1223 DICKINSON RD., INDEPENDENCE, MO 64050
23	15-730-06-42-00-0-00-000	RUSSELL & LYNN HYLTON 3510 B HWY., LIBERTY, MO. 64068
24	15-730-06-42-00-0-00-000	RUSSELL & LYNN HYLTON 3510 B HWY., LIBERTY, MO. 64068
25	15-730-06-42-00-0-00-000	RUSSELL & LYNN HYLTON 3510 B HWY., LIBERTY, MO. 64068
26	15-730-06-42-00-0-00-000	RUSSELL & LYNN HYLTON 3510 B HWY., LIBERTY, MO. 64068
27	15-730-06-42-00-0-00-000	RUSSELL & LYNN HYLTON 3510 B HWY., LIBERTY, MO. 64068
28	15-840-01-53-00-0-00-000	LARRY S. & MICHEALINA A. FAIRFIELD 953 NW MAPLEWOOD CT., GRAIN VALLEY, MO. 64029
29	15-840-01-04-00-0-00-000	SCHOOL DIST. OF THE CITY OF INDEPENDENCE#30 201 N. FOREST AVE., INDEPENDENCE, MO. 64050
30	15-840-01-02-01-0-00-000	SCHOOL DIST. OF THE CITY OF INDEPENDENCE#30 201 N. FOREST AVE., INDEPENDENCE, MO. 64050

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. 23-347

SHEET 1 OF 1

INDEPENDENCE, MO.

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-04

I Marvin Mendoza, 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.**

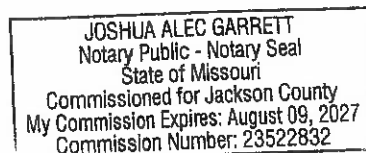
These notices were mailed on the 05 day of 01, 2024.

Marvin Mendoza

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 11 day of January, 2024.

Joshua Alec Garrett
Notary Public



August 9, 2027
Commission Expiration Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 01-05-24

Case No. 24-100-04

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-18/PUD to
R-6 (Single family)

Applicant: Marvin Mendoza

Location of Property: 1220 Dickinson Rd

Planning Commission Meeting Date: January 23, 2024, at 6:00 p.m.

City Council Meeting Date: March 4, 2024, at 6:00 p.m.

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

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

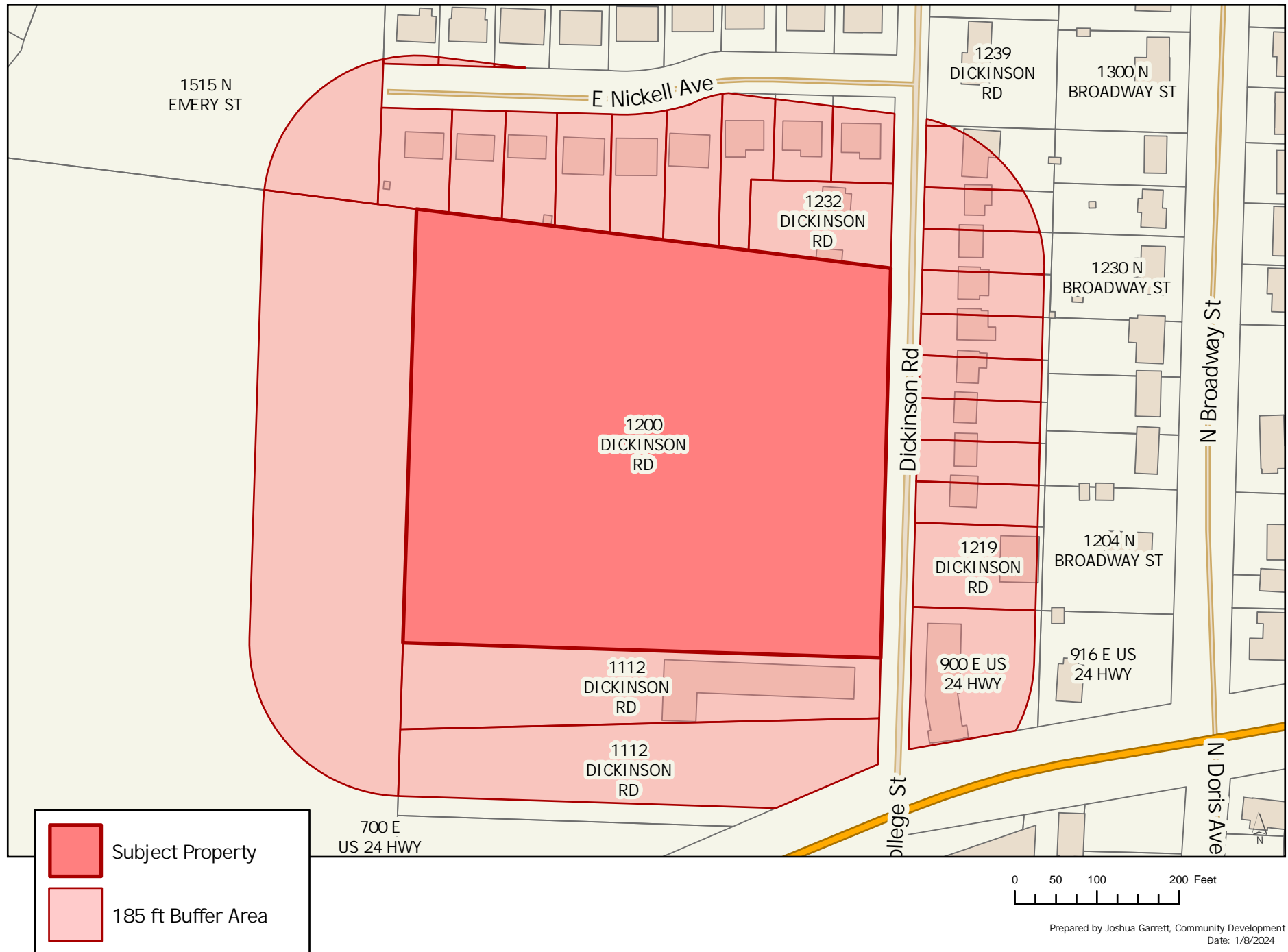

Applicant (or Owner/Agent)

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

Notification Area

24-100-04

1220 Dickinson Road, Independence, MO 64050



Legend

Major Roads



Road Centerline

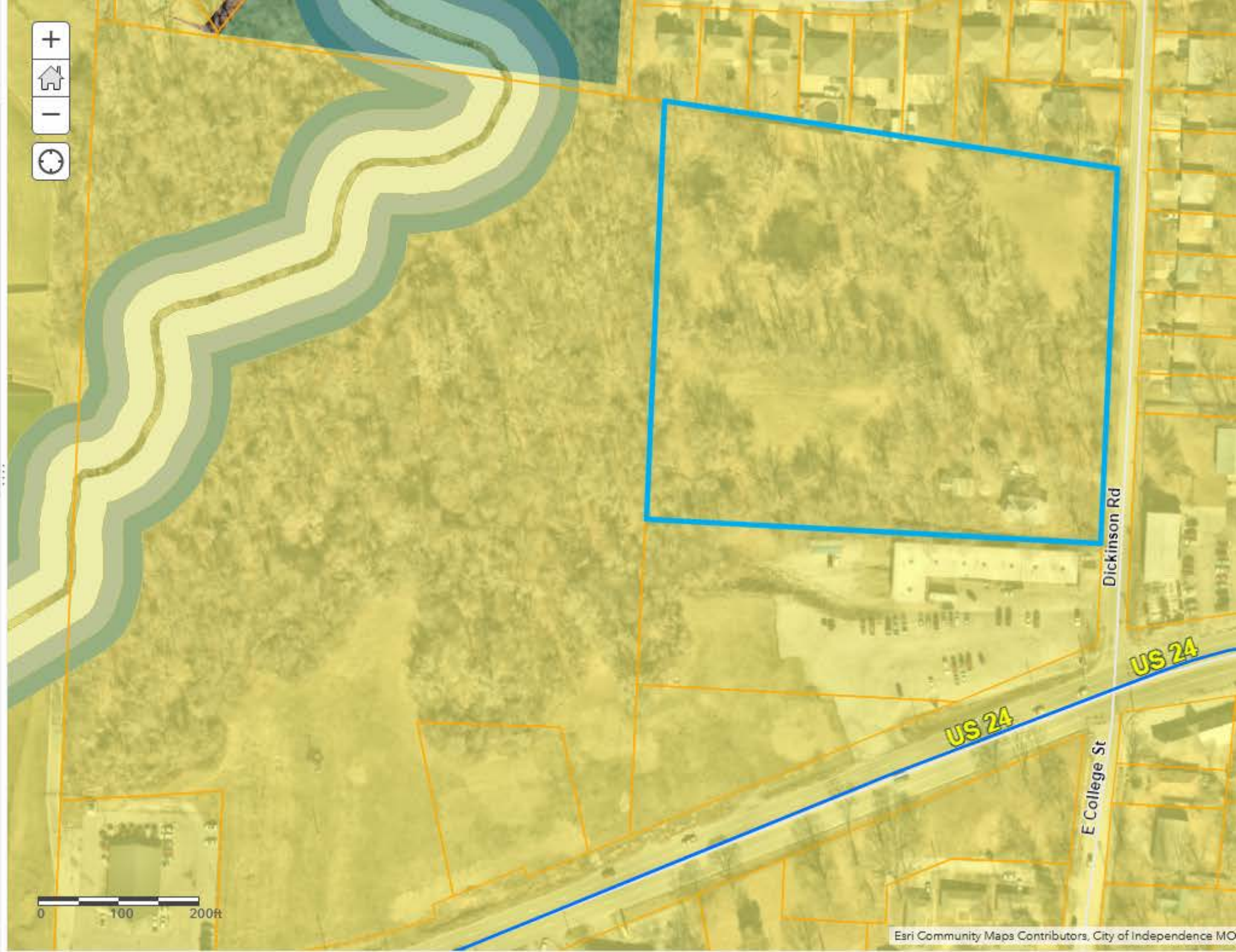


Parcels



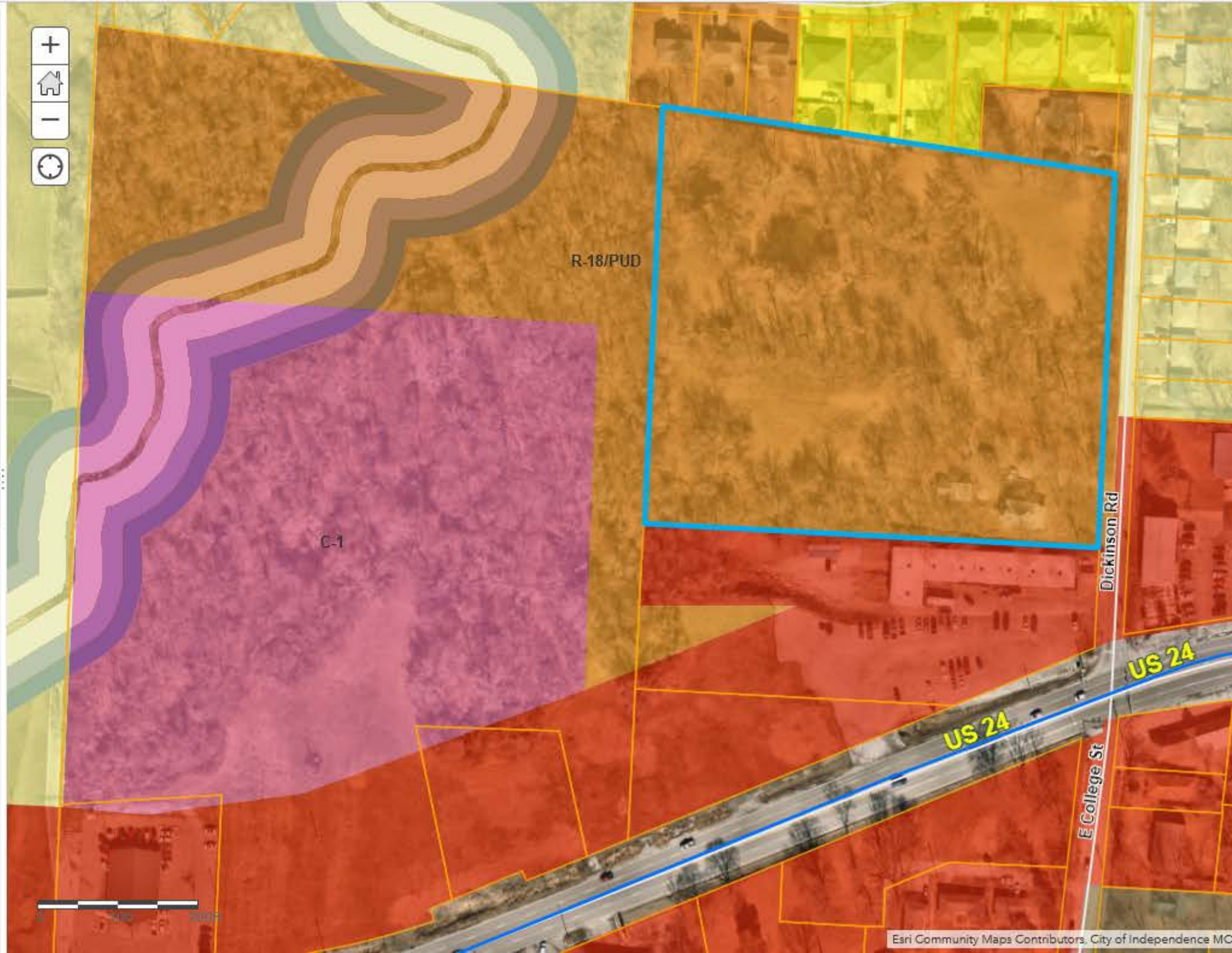
Proposed Land Use (Comp Plan)

- Residential Neighborhoods
- Residential Urban Neighborhoods
- Mixed Use
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Office
- Business Park
- Industrial
- Civic/Public
- Community Attraction
- Parks
- Agricultural



Legend

- C-2
- C-2/HL
- C-2/I-1/U
- C-2/PUD
- C-2/SUP
- C-3
- C-3/SUP
- DFD
- I-1
- I-1/HL
- I-1/SUP
- I-1/U
- I-2
- O-1
- O-1/PUD
- R-1
- R-12
- R-12/HL
- R-12/PUD
- R-18/PUD
- R-2
- R-2/PUD
- R-30/PUD



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application by Chris Chancellor requesting a rezoning from BP/PUD, Business Park/Planned Unit Development, and C-2, General Commercial, to I-1, Industrial, for the property located at M-78 Highway and Little Blue Parkway.

New Information Only.

Department: Community
Development

Contact Person: Tom Scannell

REVIEWERS:

Department

Community Development Department
City Clerk Department

Action

Approved
Approved

Council Action:

Council Action:

ATTACHMENTS:

Description

▣ PH Notice

Type

Backup Material

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, January 23, 2024, and by the Independence **City Council** at 6 p.m., Monday, March 4, 2024, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 24-100-02 – Rezoning – 625 N. Lakeview Avenue – A request by Henry Downing to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) and R-12 (Two-Family Residential) to R-6 (Single-Family Residential).

Case 24-100-03 – Rezoning – 9800 E. US Highway 40 – A request by Kirk Farrelly with Dollar General to rezone the property from C-2 (General Commercial) and R-6 (Single-Family Residential) to C-2 (General Commercial).

Case 24-100-04 – Rezoning – 1220 Dickinson Road – A request by Marvin Mendoza to rezone the property from R-18/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

Case 24-100-05 – Rezoning – 1301 S. Noland Road – A request by Carolyn Richardson to rezone the property from C-2 (General Commercial) to R-6 (Single-Family Residential).

Case 24-100-06 – Rezoning – M-78 Highway & Little Blue Parkway – A request by Chris Chancellor with NorthPoint Development to rezone the property from BP/PUD (Business Park/Planned Unit Development) and C-2 (General Commercial) to I-1 (Industrial).

Case 24-125-02 – Rezoning/PUD – M-78 Highway & Little Blue Parkway – A request by Chris Chancellor with NorthPoint Development to rezone the property from BP/PUD (Business Park/Planned Unit Development) and C-2 (General Commercial) to BP/PUD (Business Park/Planned Unit Development) and approving a preliminary development plan.

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

Witness my hand this 2nd day of January, 2024.

Tom Scannell
Community Development Director

The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD
One Insertion: January 6, 2024

City of Independence

AGENDA ITEM COVER SHEET

BILL NO. 24-011

Ord.No: 19529

Agenda Title:

24-011 2R An ordinance approving a rezoning from District BP/PUD (Business Park/Planned Unit Development) and District C-2/PUD (General Commercial/Planned Unit Development) to District I-1 (Industrial) for the property at the southeast corner of M-78 Highway and Little Blue Parkway.

Recommendations:

Commissioner Ashbaugh made a motion to recommend approval of case 24-100-06, the rezoning of the tract southeast of the intersection of M-78 Highway and Little Blue Parkway. A second to the motion was made by Commissioner Ferguson. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Yes

Commissioner McClain – Yes

Commissioner Nesbitt – Absent

Commissioner O'Neil – Yes

Commissioner H. Wiley – Absent

Commissioner L. Wiley – Yes

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

Executive Summary:

A request by NorthPoint Development to rezone the properties along M-78 Highway and Little Blue Parkway from BP/PUD (Business Park/Planned Unit Development) and C-2/PUD (General Commercial/Planned Unit Development) to I-1 (Industrial).

Background:

NorthPoint Development proposes a minor modification to EastGate Commerce Center. The portion of the development subject to this rezoning application contemplates approximately 290,000-square feet of Class-A industrial space. The tract is located southeast of the intersection of Highway M-78 and Little Blue Parkway. This tract will be built out in the next 10 to 15 years.

Relocating the B4 building across the parkway is the intent of the zoning change. Shifting the Industrial building to the east of the parkway matches the adjacent industrial uses. This rezoning is consistent with property in the area. The buildings within the Industrial zoned area will be designed to be versatile to a large number of regional and national users.

NorthPoint's attached sketch plan shows a preliminary design of how this warehouse could be situated on the lot.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

This application, along with others proposed by NorthPoint, furthers the goal of increasing the economic prosperity of the community and providing additional employment opportunities. It will also support the development of an industrial/office business park and the development of a key City corridor.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

One of the Comprehensive Plan Guiding Principles is to "Provide sufficient opportunities for industrial development sites within the community and promote diversification of the City's commercial/industrial base."

Sub-Area Plans:

The property is located within the Little Blue Valley Plan Area.

Public Facilities:

Streets/access

No new public streets will be created with the development of this lot. Instead, the existing street network will provide access. Each new drive or access locations will need to be evaluated and approved on their own merits in accordance with final site plan. The site itself may need to change in conformance to City staff reviews and required studies (e.g., traffic, stormwater, sanitary sewer and water). While a traffic study has been submitted, it will be required to be updated as specific locations are submitted for review and engineering approval.

Stormwater

The previously submitted Preliminary Stormwater Drainage Study indicates that tributary management will need to be addressed in future development plans. The low-lying nature of a significant portion of the area east of the Little Blue Parkway may require innovative earthwork and hydrology practices to be implemented. The proposed basins and mitigation areas are an integral part of the development pattern and utilization of the land within the project. There is a detention volume buy-out option for sites within 1,200 linear feet of the Little Blue River, all other areas will require storm water mitigation such as detention and water quality improvements.

Sanitary sewer

A large outfall sewer main running along the east side of Little Blue Parkway is a 120-inch pipe owned by Little Blue Valley Sewer District that will not allow tie-ins to this main. NorthPoint must use existing City infrastructure or Blue Springs sewer mains to extend the sewer facilities. All sanitary sewer main extensions will be public.

Water

Water main extension plans will be required for all phases of this development. A set of water main extension plans will be required for review and approval before any construction may begin on any water mains. Fire hydrants will be required to be laid out per the requirements of the Independence Water Department and the International Fire Code 2018 Edition.

Historic and Archeological Sites: There are no apparent historic issues with this property.

REVIEW CRITERIA:

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

1. Conformance of the requested zoning with the Comprehensive Plan.

One of the Comprehensive Plan Guiding Principles is to “Provide sufficient opportunities for industrial development sites within the community and promote diversification of the City’s commercial/industrial base.”

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

This tract is located in the Little Blue Valley Plan Area.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

Much of the nearby property to the north is zoned for industrial purposes. Land to the west and south are zoned for Business Park uses.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

Besides agricultural uses, the most significant existing uses are public/private industrial level operations west of the Little Blue Parkway. The uses proposed by this rezoning will be compatible with the character and zoning of those properties.

5. The suitability of the subject property for the uses to which it has been restricted to under the existing zoning regulations.

As no development has occurred in more than 15 years under the current zoning, and the nature of the economy has shifted from one of retail/office orientation to one more of a service/warehouse orientation, the requested zoning of this property may better reflect this changing market and proposed industrial buildings to the north and east.

6. The length of time the subject property has remained vacant as zoned.

This property has long been in farm usage or vacant with no development activity.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

This rezoning is not expected to have a detrimental effect on neighboring properties. The industrial zoning along with the larger format building would be in keeping with the proposed industrial buildings to the north and east.

8. The gain, if any, to the public health, safety, and welfare due to denial of

the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If the rezoning is denied, it would have a negative effect on the landowners and the developers of this Eastgate Commerce Center project. As mentioned above, no development activity has occurred in the 15+ years under the current zoning.

Draft Planning Commission minutes:

"Case 24-100-06 – Rezoning – M-78 Highway & Little Blue Parkway

Case 24-125-02 – Rezoning/PUD – M-78 Highway & Little Blue Parkway

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 following conditions for the Rezoning/PUD case:

1. Retail buildings in this business park phase shall not have restrictions on the maximum building size, however; the development site shall meet the BP/PUD Floor to Area Ratio for the site.
2. The permissible uses for these properties includes all BP/PUD uses permitted by right plus businesses with drive-through facilities. Development must follow section 14-302 of the UDO for the BP/PUD District.
3. The previously approved design guidelines shall apply to all construction within the Eastgate Commerce Center.
4. Restaurant parking is established at 1 parking space per 3 seats; individual buildings containing retail and office uses shall provide at least 1 space per 500 SF. For warehouse/manufacturing, the parking ratio shall be 1/1,000 SF.
5. Provide a draft copy of the covenants and restrictions with the first Final Development Plan.
6. Conclude detailed Landscaping Plans and Elevations with the Final Development Plans.
7. Any future improvements to Truman Road will be in accordance with the relevant development agreement between the city and developer.
8. Each new drive or access location for this development plan will need to be evaluated and approved or denied on its own merits and the traffic impact study updated accordingly.
9. The current stream buffers and the new proposed stream buffers shall be more clearly indicated on the Final Development Plans and Final Plats.

Applicant Comments

Trent Squiers, 3315 N. Oak Trafficway, Kansas City, made a presentation with an update on the existing construction and an overview of the proposed

changes. He stated the site located between M-78, Little Blue Parkway and Truman Road presents lots of challenges. He said by moving this building to the east, this prevents them from having to relocate the water main and telecommunication line. It also consolidates access to be on Little Blue Parkway and Highway 78. They're also adding another access point from Little Blue Parkway to the buildings south of Truman Road. Mr. Squiers said none of these changes will affect the parkland dedication or the buffer of the Little Blue Trace Trail.

In response to Commissioner Ashbaugh's question on parking, Mr. Squiers said the number of parking spaces is in line with other developments they've completed. He noted that tenants looking for that kind of space will generally require the large amount of parking. Grant Polley, 3315 N. Oak Trafficway, Kansas City, noted for the proposed commercial tenants, they would each have to submit their own site plans with the number of parking spaces they need.

In response to Commissioner Ashbaugh's question about stormwater, Mr. Polley showed a map of the proposed land that's been dedicated for stormwater runoff.

In response to Commissioner L. Wiley's question, Mr. Polley said the commercial business park areas will have smaller restaurants, small businesses, and flex spaces.

In response to Commissioner L. Wiley's question, Mr. Polley said Northpoint is investing \$1 billion dollars.

Public Comments

No public comments.

Commissioner Comments

Commissioner L. Wiley thanked Northpoint for the great work they're doing in the City.

Chairwoman McClain noted she is glad they're moving this building.

Motions

Commissioner Ashbaugh made a motion to approve Case 24-100-06 – Rezoning – M-78 Highway & Little Blue Parkway. Commissioner Ferguson seconded the motion. The motion passed with five affirmative votes.

Commissioner L. Wiley made a motion to approve Case 24-125-02 – Rezoning/PUD – M-78 Highway & Little Blue Parkway, with conditions as outlined by staff. Commissioner O'Neill seconded the motion. The motion

passed with five affirmative votes."

Department: Community
Development

Contact Person: Tom Scannell

REVIEWERS:

Department
City Clerk Department

Action
Approved

Council Action:

Council Action:

ATTACHMENTS:

Description	Type
▣ Draft Ordinance	Ordinance
▣ Northpoint Presentation	Backup Material
▣ Staff Report	Backup Material
▣ Letter from Applicant	Backup Material
▣ Application Packet	Backup Material
▣ Notification Letter	Backup Material
▣ Notification Information	Backup Material
▣ Notification Affidavit	Backup Material
▣ Existing Zoning Map	Backup Material
▣ Proposed Zoning Map	Backup Material
▣ Site Plan	Backup Material
▣ Elevations	Backup Material
▣ Overall Site Plan	Backup Material

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT BP/PUD (BUSINESS PARK/PLANNED UNIT DEVELOPMENT) AND DISTRICT C-2/PUD (GENERAL COMMERCIAL/PLANNED UNIT DEVELOPMENT) TO DISTRICT I-1 (INDUSTRIAL) FOR THE PROPERTY AT THE SOUTHEAST CORNER OF M-78 HIGHWAY AND LITTLE BLUE PARKWAY.

WHEREAS, an application submitted by NorthPoint Development is requesting approval of a rezoning from District BP/PUD (Business Park/Planned Unit Development) and District C-2/PUD (General Commercial/Planned Unit Development) to District I-1 (Industrial) for the property at the Southeast Corner of M-78 Highway and Little Blue Parkway 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 January 23, 2024, and rendered a report to the City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on March 4, 2024, and rendered a decision to approve the rezoning of the said property; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

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

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

SECTION 1. That the following legally described property is hereby rezoned from District BP/PUD (Business Park/Planned Unit Development) and District C-2/PUD (General Commercial/Planned Unit Development) to District I-1 (Industrial) and shall be subject to the regulations of said district:

A tract of land in Section 2 and Section 3, Township 49 North, Range 31 West, lying Southeast of Missouri Highway 78, all in the City of Independence, Jackson County, Missouri, described as follows:

Commencing at the West Quarter Corner of said Section 3 as is monumented by a ½" iron bar with no ID cap;

Thence South 87°42'53" East, along the East-West centerline of Section 3, a distance of 2,158.93 feet, more or less, to the East right of way line of Missouri Highway 78, as now established;

Thence North 53°27'50" East, along said East right of way line, a distance of 1,792.06 feet to the true Point of Beginning;

Thence North 53°27'50" East, continuing along said East right of way line, a distance of 2,315.14 feet;

Thence South 24°37'39" West, a distance of 1,948.50 feet;

Thence North 53°26'03" West, a distance of 241.59 feet;

Thence South 70°43'57" West, a distance of 652.83 feet to a point on the Centerline of Little Blue Parkway, as now established, said point being the beginning of a curve radial to said line;

Thence Northerly, along said Centerline, a distance of 523.50 feet along the curve concave to the Southwest, having a radius of 1,909.86 feet and a central angle of 15°42'18" to the true POINT OF BEGINNING.

Containing 1,213,072 square feet or 27.85 acres more or less.

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Interim City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

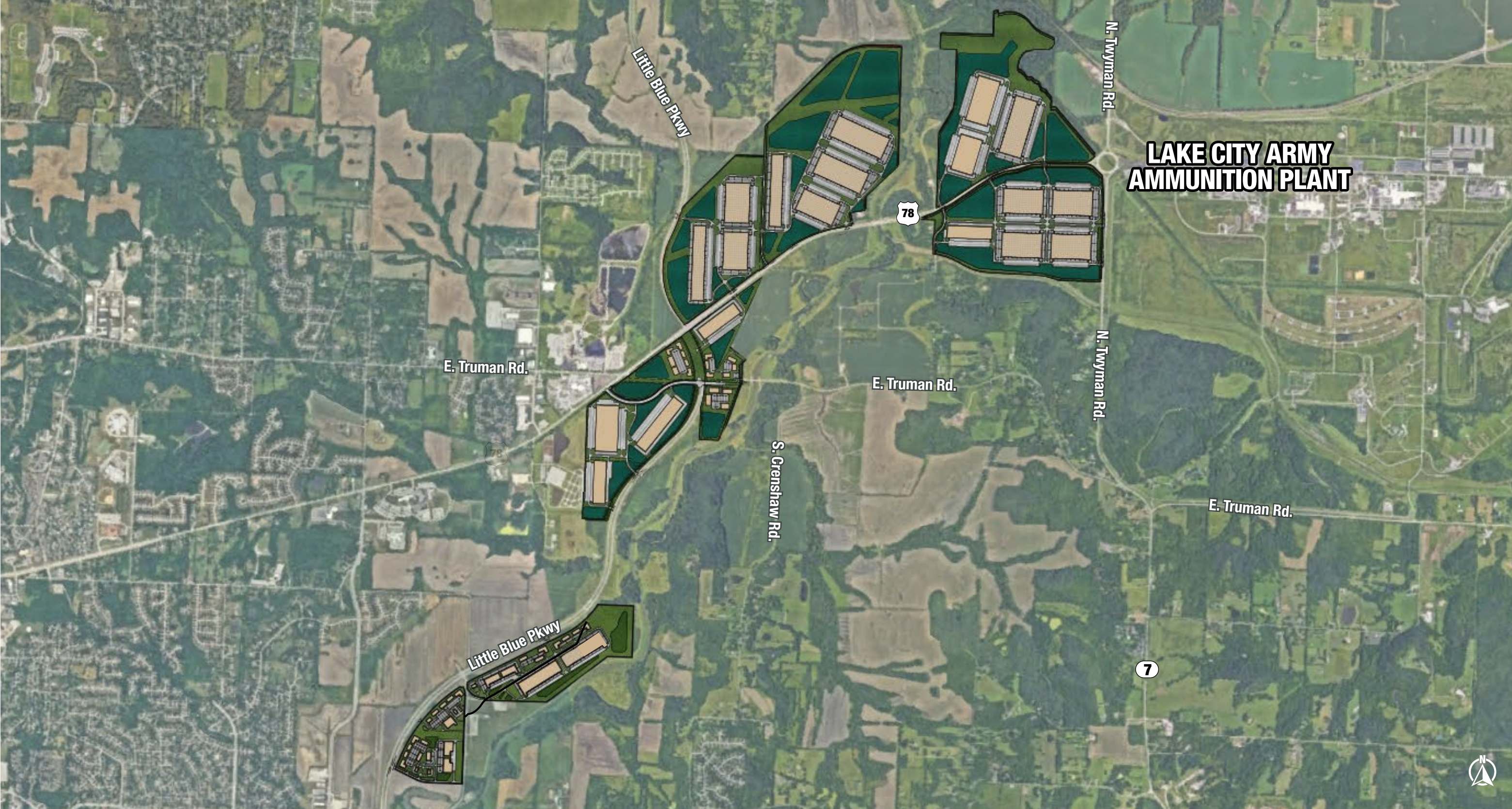


EASTGATE COMMERCE CENTER

Independence : Missouri



EASTGATE COMMERCE CENTER OVERALL MASTERPLAN



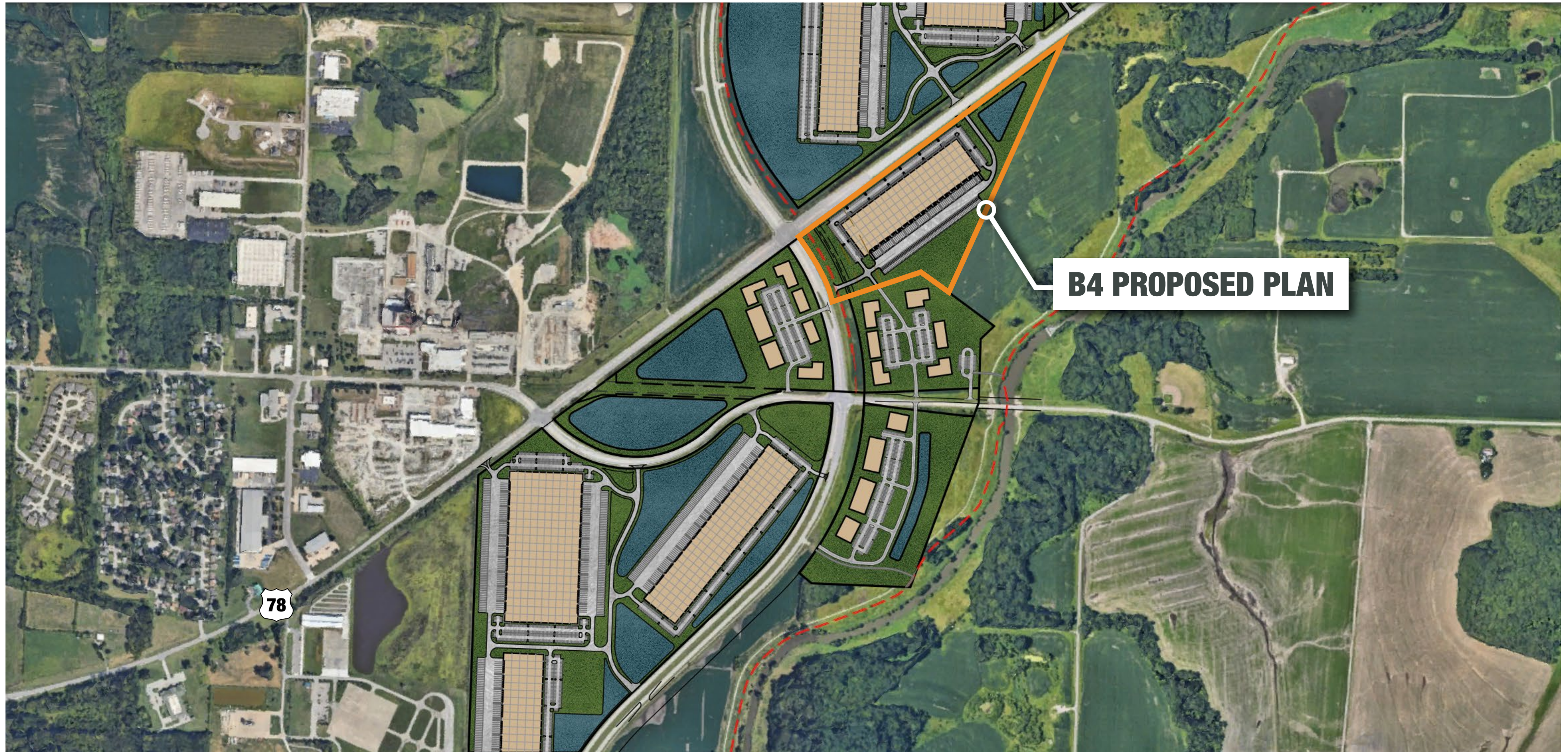
EASTGATE COMMERCE CENTER BUILDING B4 RELOCATION

PREVIOUSLY APPROVED SITE PLAN



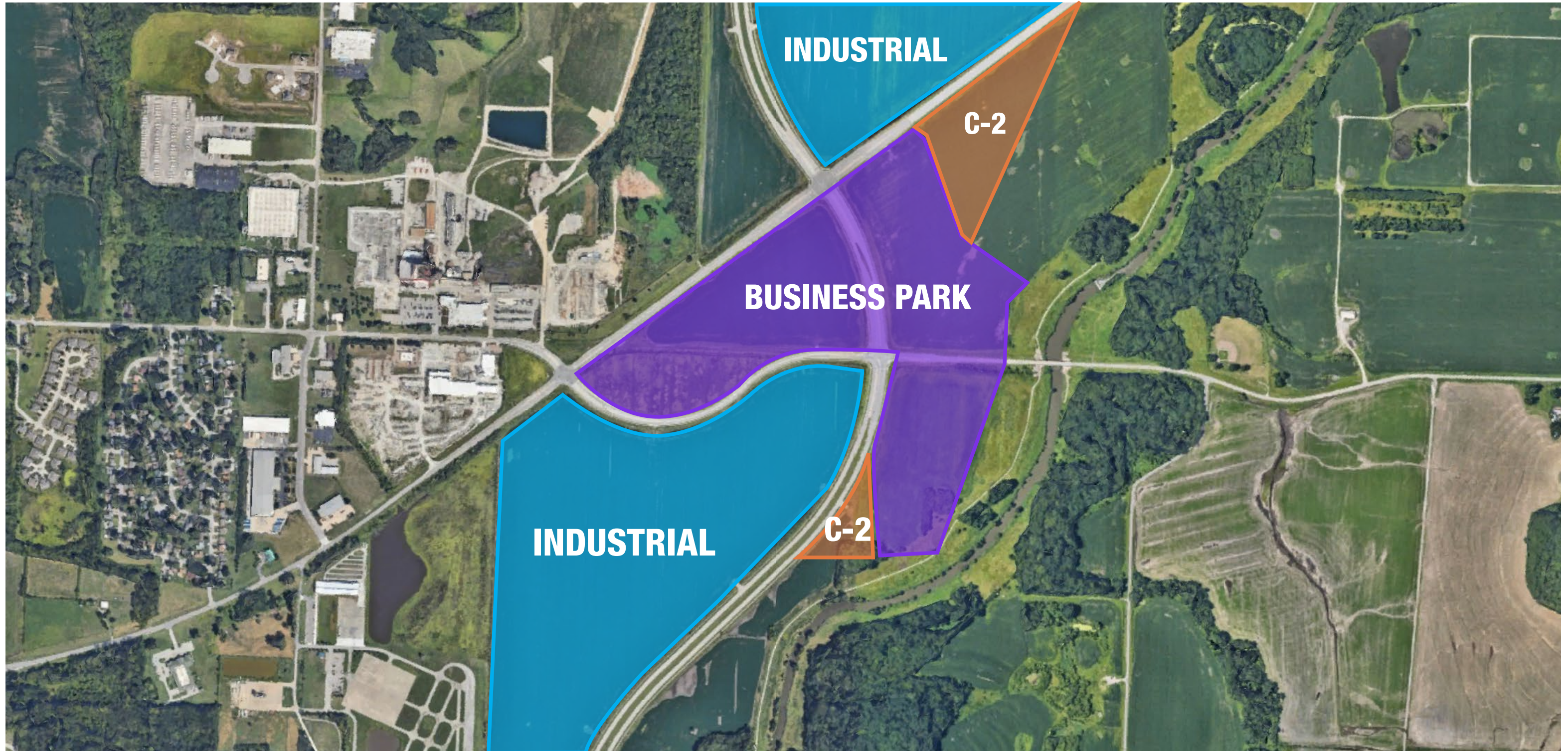
EASTGATE COMMERCE CENTER **BUILDING B4 RELOCATION**

PROPOSED SITE PLAN



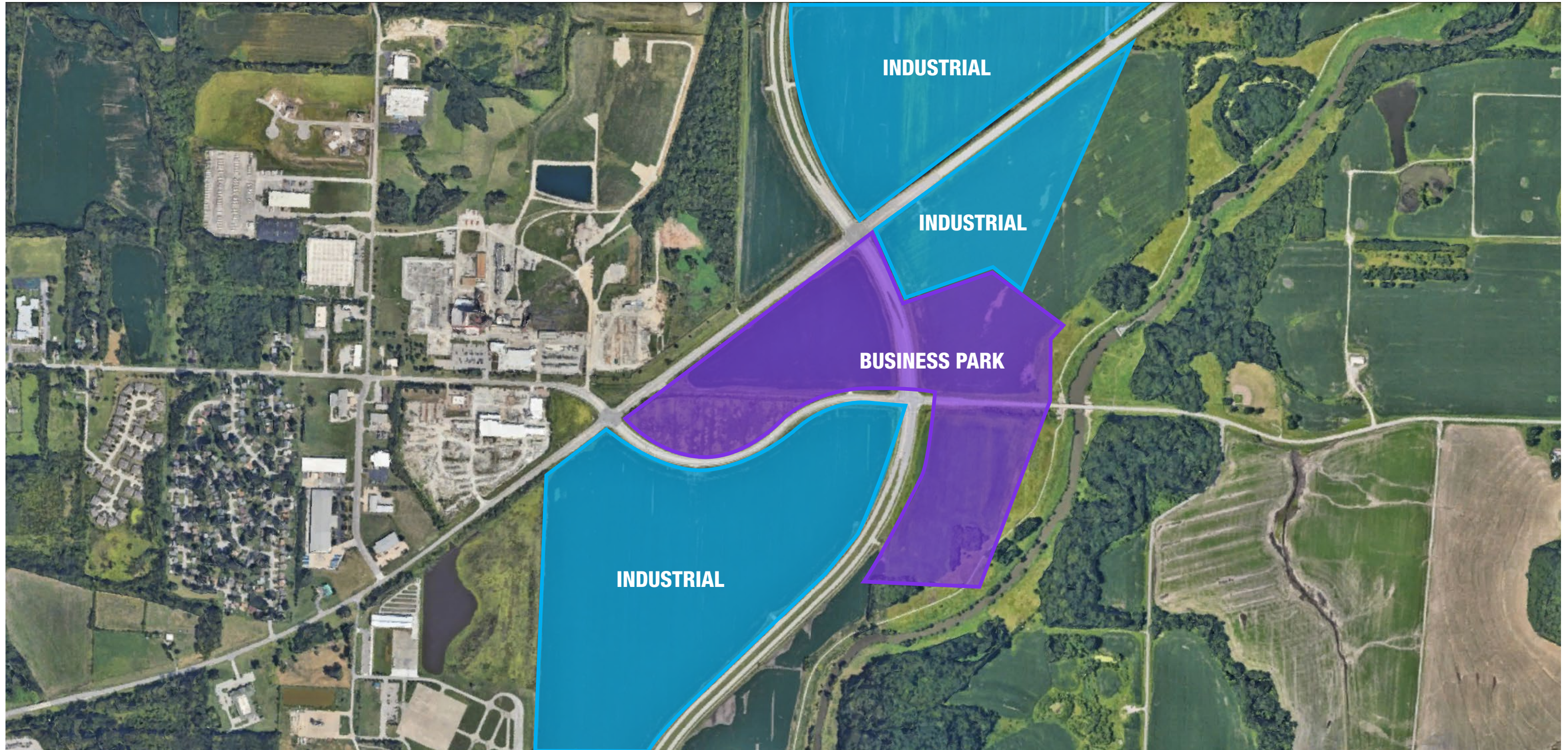
EASTGATE COMMERCE CENTER REZONING EXHIBIT

APPROVED/CURRENT ZONING

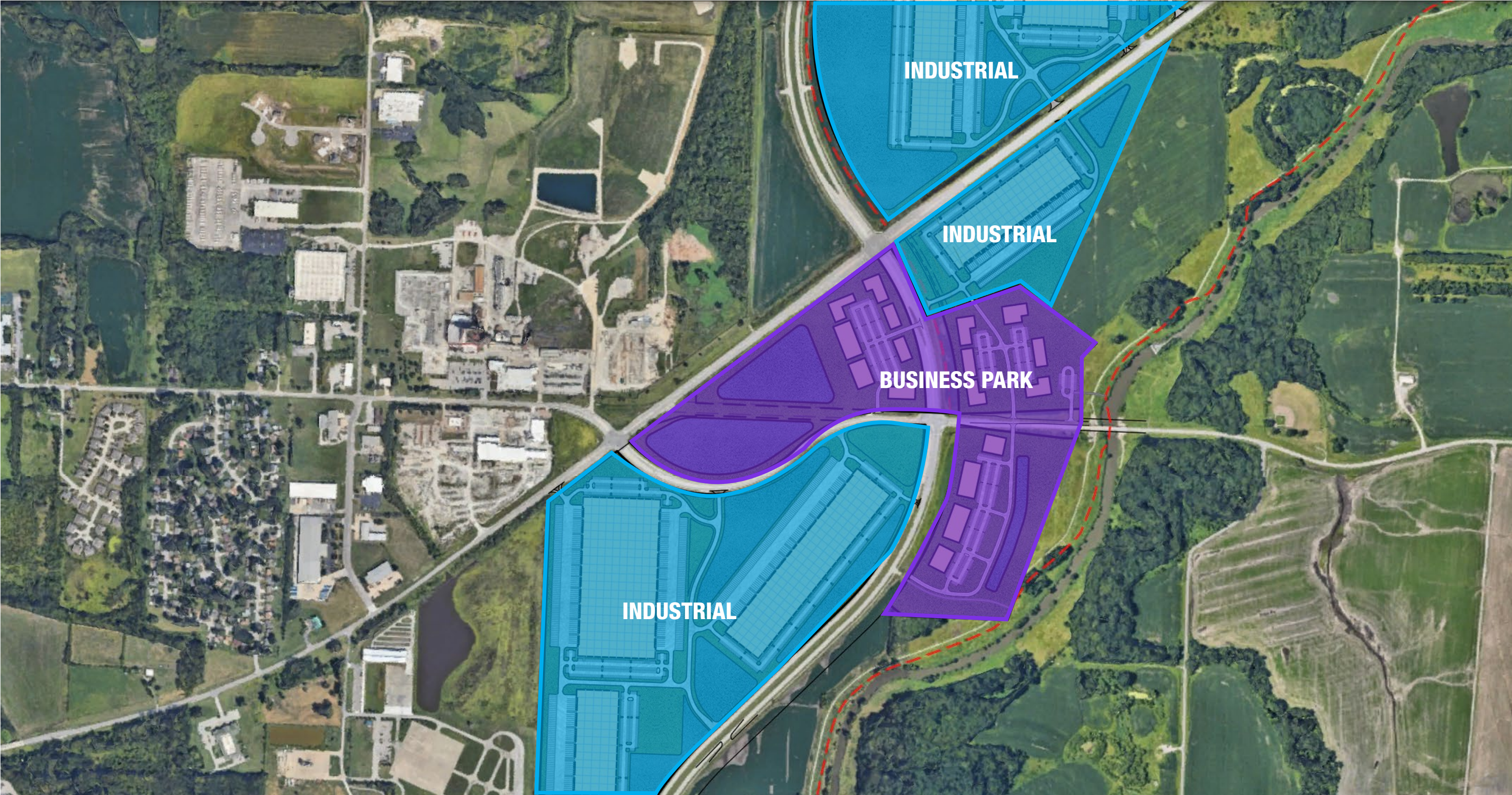


EASTGATE COMMERCE CENTER REZONING EXHIBIT

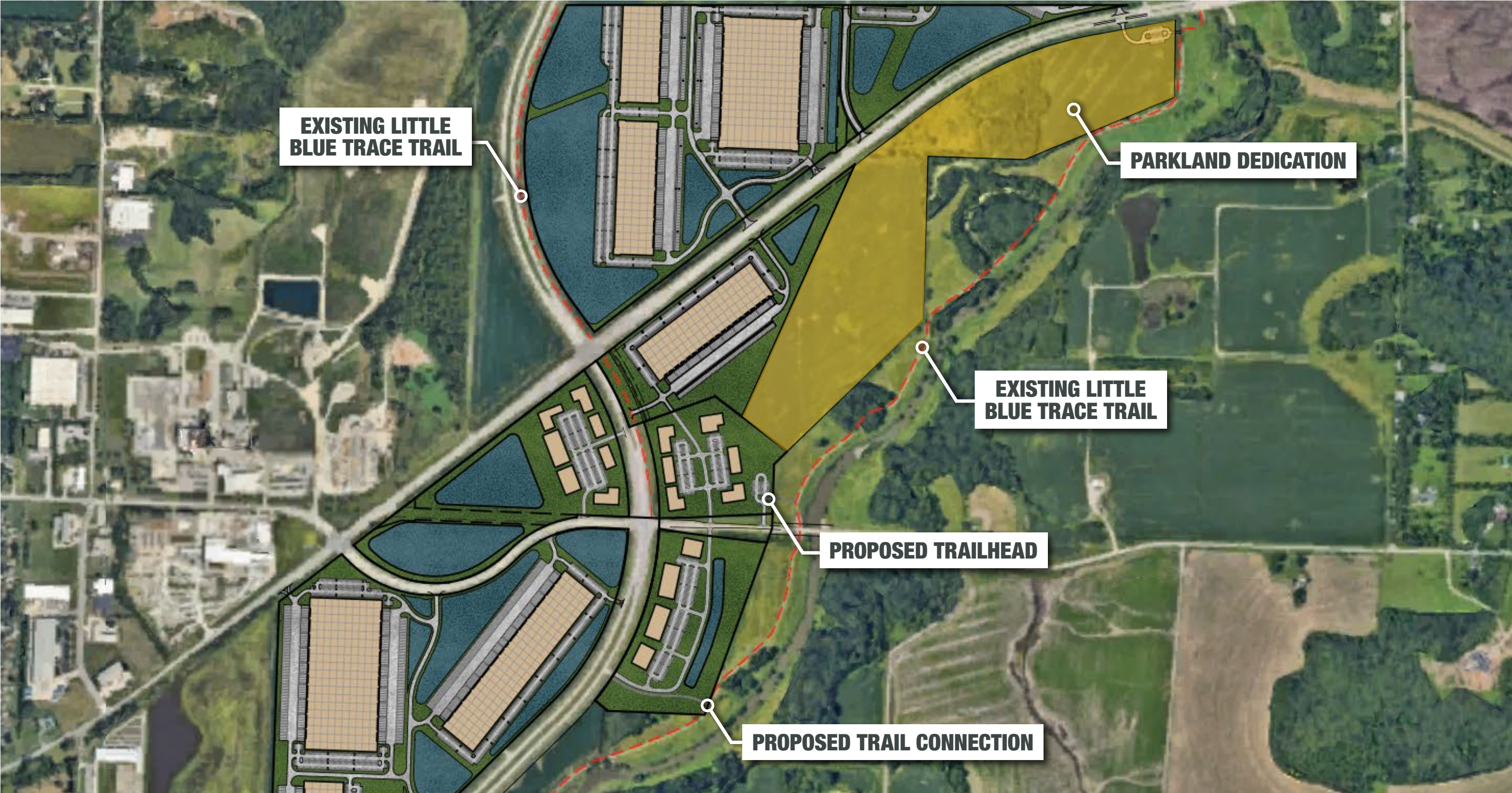
PROPOSED ZONING



EASTGATE COMMERCE CENTER
SITE PLAN - OVERALL PROPOSED



EASTGATE COMMERCE CENTER
TRAIL/PARKLAND SLIDE



MEETING DATE: January 23, 2024

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: Eastgate Commerce Center

CASE NUMBERS/REQUEST: **Case 24-100-06 – Rezoning – Little Blue Parkway/M-78 Highway – A** request by NorthPoint Development to rezone the property at the southeast corner of M-78 Highway and Little Blue Parkway from B-P/PUD (Business Park/Planned Unit Development) and C-2/PUD (General Commercial/Planned Unit Development) to I-1 (Industrial).

APPLICANT: NorthPoint Development

OWNERS: Little Blue Valley (West) LLC

PROPERTY LOCATION: South of M-78 Highway, north of Truman Road and east of the Little Blue Parkway

SURROUNDING ZONING/LAND USE:

North: I-1 (Industrial)...Undeveloped land
South: B-P/PUD (Business Park/Planned Unit Development)...Undeveloped land
East: B-P/PUD (Business Park/Planned Unit Development) and I-1 (Industrial)...Undeveloped land and county park
West: B-P/PUD (Business Park/Planned Unit Development) and C-2 (General Commercial)...Undeveloped land

PUBLIC NOTICE:

- Letters to adjoining property owners – January 4, 2024
- Public Notice published in The Kansas City Star – January 6, 2024
- Signs posted on property – January 5, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on February 19, 2024 and the public hearing/second reading on March 4, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION/BACKGROUND INFORMATION

PROJECT DESCRIPTION:

A request by NorthPoint Development to rezone the properties along M-78 Highway, Truman Road, and Little Blue Parkway from B-P/PUD (Business Park/Planned Unit Development) and C-2/PUD (General Commercial/Planned Unit Development) to I-1 (Industrial).

Current Zoning:	B-P/PUD (Business Park/Planned Unit Development) & C-2/PUD (General Commercial/PUD)	Proposed Zoning:	I-1 (Industrial)
Proposed Use:	Industrial, warehousing	Acreage:	27.85-acres

BACKGROUND:

NorthPoint Development proposes a minor modification to EastGate Commerce Center. The portion of the development subject to this rezoning application contemplates approximately 290,000-square feet of Class-A industrial space. The tract is located southeast of the intersection of Highway M-78 and Little Blue Parkway. This tract will be built out in the next 10 to 15 years.

Relocating the B4 building across the parkway is the intent of the zoning change. Shifting the Industrial building to the east of the parkway matches the adjacent industrial uses. This rezoning is consistent with property in the area. The buildings within the Industrial zoned area will be designed to be versatile to a large number of regional and national users.

NorthPoint's attached sketch plan shows a preliminary design of how this warehouse could be situated on the lot.

ANALYSIS

The Proposal's Consistency with *Independence for All*, Strategic Plan:

This application, along with others proposed by NorthPoint, furthers the goal of increasing the economic prosperity of the community and providing additional employment opportunities. It will also support the development of an industrial/office business park and the development of a key City corridor.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

One of the Comprehensive Plan Guiding Principles is to "Provide sufficient opportunities for industrial development sites within the community and promote diversification of the City's commercial/industrial base."

Sub-Area Plans:

The property is located within the Little Blue Valley Plan Area.

Public Facilities:

Streets/access

No new public streets will be created with the development of this lot. Instead, the existing street network will provide access. Each new drive or access locations will need to be evaluated and approved on their own merits in accordance with final site plan. The site itself may need to change in conformance to City staff reviews and required studies (e.g., traffic, stormwater, sanitary sewer and water). While a traffic study has been submitted, it will be required to be updated as specific locations are submitted for review and engineering approval.

Stormwater

The previously submitted Preliminary Stormwater Drainage Study indicates that tributary management will need to be addressed in future development plans. The low-lying nature of a significant portion of the area east of the Little Blue Parkway may require innovative earthwork and hydrology practices to be implemented. The proposed basins and mitigation areas are an integral part of the development pattern and utilization of the land within the project. There is a detention volume buy-out option for sites within 1,200 linear feet of the Little Blue River, all other areas will require storm water mitigation such as detention and water quality improvements.

Sanitary sewer

A large outfall sewer main running along the east side of Little Blue Parkway is a 120-inch pipe owned by Little Blue Valley Sewer District that will not allow tie-ins to this main. NorthPoint must use existing City infrastructure or Blue Springs sewer mains to extend the sewer facilities. All sanitary sewer main extensions will be public.

Water

Water main extension plans will be required for all phases of this development. A set of water main extension plans will be required for review and approval before any construction may begin on any water mains. Fire hydrants will be required to be laid out per the requirements of the Independence Water Department and the International Fire Code 2018 Edition.

Historic and Archeological Sites: There are no apparent historic issues with this property.

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.

One of the Comprehensive Plan Guiding Principles is to “Provide sufficient opportunities for industrial development sites within the community and promote diversification of the City’s commercial/industrial base.”

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

This tract is located in the Little Blue Valley Plan Area.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

Much of the nearby property to the north is zoned for industrial purposes. Land to the west and south are zoned for Business Park uses.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

Besides agricultural uses, the most significant existing uses are public/private industrial level operations west of the Little Blue Parkway. The uses proposed by this rezoning will be compatible with the character and zoning of those properties.

5. The suitability of the subject property for the uses to which it has been restricted to under the existing zoning regulations.

As no development has occurred in more than 15 years under the current zoning, and the nature of the economy has shifted from one of retail/office orientation to one more of a service/warehouse orientation, the requested zoning of this property may better reflect this changing market and proposed industrial buildings to the north and east.

6. The length of time the subject property has remained vacant as zoned.

This property has long been in farm usage or vacant with no development activity.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

This rezoning is not expected to have a detrimental effect on neighboring properties. The industrial zoning along with the larger format building would be in keeping with the proposed industrial buildings to the north and east.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If the rezoning is denied, it would have a negative effect on the landowners and the developers of this Eastgate Commerce Center project. As mentioned above, no development activity has occurred in the 15+ years under the current zoning.

EXHIBITS

1. Narrative
2. Application
3. Notification Letter
4. Addresses
5. Affidavit
6. Existing Zoning Map
7. Proposed Zoning Map
8. Building Site Plan
9. Elevations
10. Overall Site Plan

EastGate Commerce Center I1 – Industrial Rezoning

NorthPoint Development proposes a minor modification to EastGate Commerce Center within the Independence community. The portion of the development subject to this rezoning application contemplates approximately 290,000 square feet of Class-A industrial space. The property in question is located along the southeast corner of Highway 78 and Little Blue Parkway intersection. This park will be built out in the next 10-15 years and is located on approximately 28 acres. Under the proposed plan this equates to a FAR coverage of 24%.

The property is currently zoned BP/PUD and C2/PUD and we are proposing a zoning change to I-1 Industrial. Relocating the B4 building across the parkway is the main intent of the rezoning change and having the commercial lots closer to the Highway 78, Truman Rd, and Little Blue Parkway triangle is a better long term use for this area. Shifting the Industrial building to the East of The Parkway matches the adjacent industrial uses. This zoning is consistent with property in the area and believe our proposed development will be a job generator and economic enhancement to the community. We are committed to partnering with the city of Independence to create a high-quality development that the community can be proud of. With respect to that commitment, the buildings within the Industrial zoned area will be designed to be versatile to a large number of regional and national users. Therefore, the buildings themselves will be designed with quality building materials, architectural elevations with vertical and horizontal articulation and interior clear heights required to support bulk users.

The appropriate zoning district for this project is I-1 Industrial. The uses permitted within this zoning district allow for a variety of manufacturing and warehousing uses that will attract quality tenants to the buildings. Appropriate parking and storm water detention will be provided in support of the development. Tenants will be subject to lease covenants and restrictions consistent with NorthPoint's national standards. Common open spaces shared by these tenants will be maintained by the property owner as set by O&M manuals to be developed.

NorthPoint is working with the relevant utility providers to expand infrastructure as needed to serve the proposed development.

Thank you for your consideration,



Trenton Squiers
NorthPoint Development Inc.
Development Manager

Application Type (check all that apply)

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

Project Information and Location

Eastgate Commerce Center

Project Name

Little Blue Parkway and Highway 78

Project Address/Location

290,000

+/-28

No

Sq. Ft. of Building

Acreage

Number of Lots/Tracts

Steam Buffer (Yes or No)

B-P/PUD & C-2/PUD

Industrial (I-1)

Undeveloped/Agriculture

Warehouse/Distribution

Existing Zoning

Proposed Zoning

Existing Land Use

Proposed Land Use

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

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

Contact Information

Applicant

Chris Chancellor NorthPoint Development

Name

Company

3315 N Oak Trafficway - Kansas City, MO 64116

Address

(816) 215-0552

cchancellor@northpointkc.com

Phone

Email

Architect/Engineer/Surveyor/Other: Other

Brian Forquer NorthPoint Development

Name

Company

3315 N Oak Trafficway - Kansas City, MO 64116

Address

(816) 401-8222

bforquer@northpointkc.com

Phone

Email

Owner

Wim van Klinken Little Blue Valley (West) LLC

Name

Company

1001 W Walnut Street, Independence, MO 64050

Address

(816) 833-1000

legalservices@cofchrist.org

Phone

Email

Architect/Engineer/Surveyor/Other: Surveyor

Jed Baughman NorthPoint Development

Name

Company

3315 N Oak Trafficway - Kansas City, Mo 64116

Address

(913) 909-1300

jbaughman@northpointkc.com

Phone

Email

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

Applicant's Signature

Date

Owner's Signature

Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 1/4/24

Case No.: 24-100-06

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: Rezone the property south of M-78 Highway, west of the Little Blue River, and east of the Little Blue Parkway and north of Truman Road from BP/PUD (Business Park/Planned Unit Development) and C-2/PUD (General Commercial/Planned Unit Development) to I-1 (Industrial).

Applicant: NorthPoint Development

Location of Property: Independence, MO 64057

Planning Commission Meeting Date: January 23, 2024, at 6:00 p.m.

City Council Meeting Date: February 19, 2024, at 6:00 p.m.

Location of public hearings:

City Council Chambers, City Hall

111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.


Applicant (or Owner/Agent)

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

Industrial

To Name

LITTLE BLUE VALLEY (WEST) LLC
CENTRAL DEVELOPMENT ASSOCIATION
NP LITTLE BLUE VALLEY LAND LLC

To Address Line 1 (Primary address line)

1001 W WALNUT
1001 W WALNUT
3315 N OAK TRAFFICWAY

BP/PUD

To Name

JACKSON COUNTY MISSOURI
LITTLE BLUE VALLEY (WEST) LLC
CITY OF INDEPENDENCE
FORTERRA CONCRETE PRODUCTS INC
NP LITTLE BLUE VALLEY LAND LLC

To Address Line 1 (Primary address line)

415 E 12TH ST
1001 W WALNUT
111 E MAPLE ST
511 S JOHNSON DR
3315 N OAK TRAFFICWAY

To City	To State	To ZIP
INDEPENDENCE	MO	64050
INDEPENDENCE	MO	64050
KANSAS CITY	MO	64116

To City	To State	To ZIP
KANSAS CITY	MO	64106
INDEPENDENCE	MO	64050
INDEPENDENCE	MO	64050
ODESSA	MO	64076
KANSAS CITY	MO	64116

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

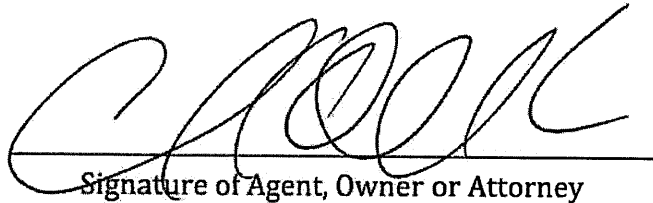
COUNTY OF JACKSON

Case No. 24-100-06

I, Christopher Chance/for of lawful age being first duly sworn upon oath, state:

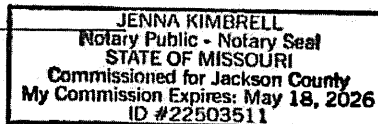
That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 4th day of January, 2024.


Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 4th day of January, 2024.

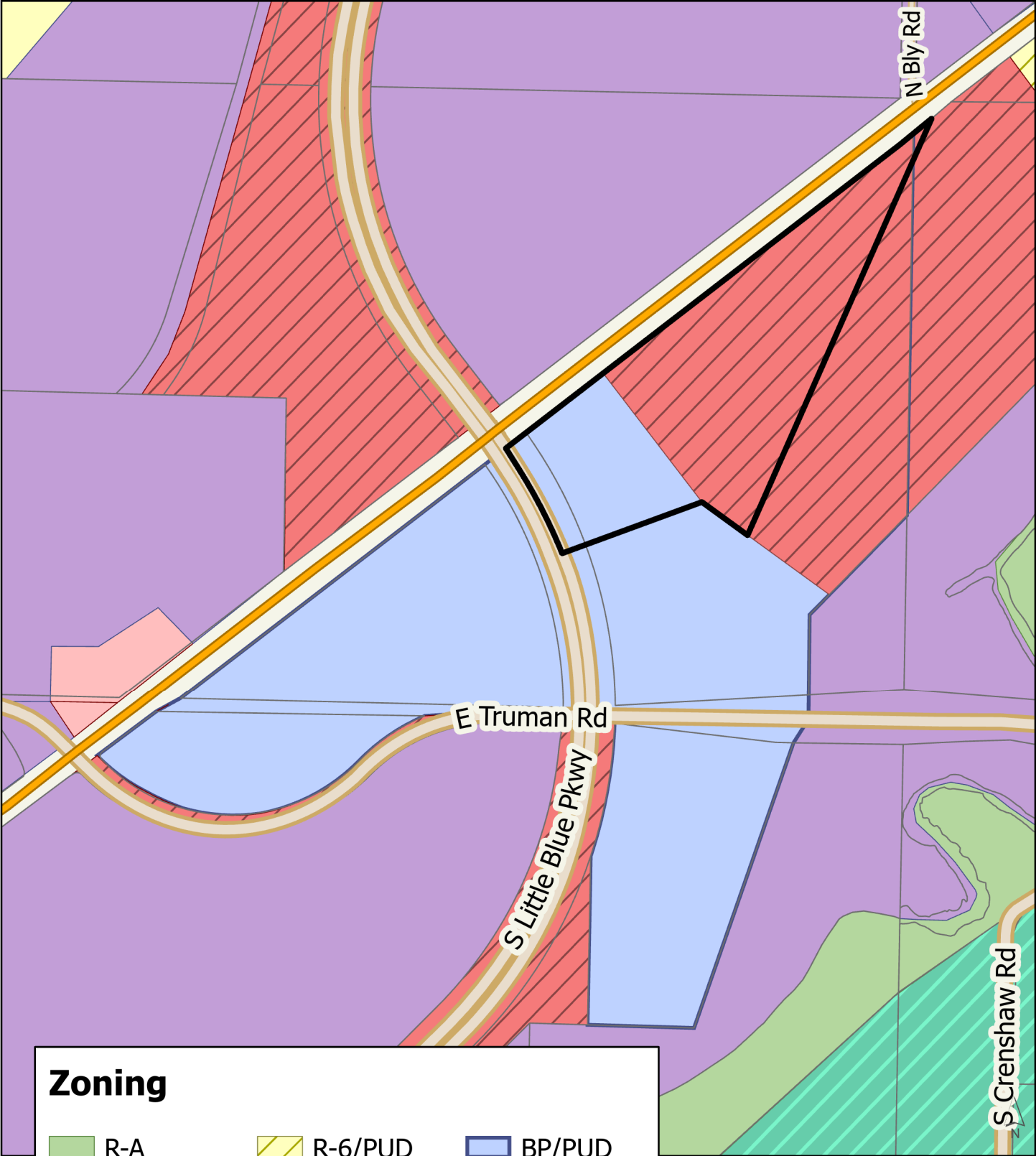

Notary Public



5/18/26
Commission Expiration Date

Existing Zoning

Little Blue Parkway and MO Highway 78, Independence, MO



Zoning

R-A

R-4/PUD

R-6

R-6/PUD

C-1

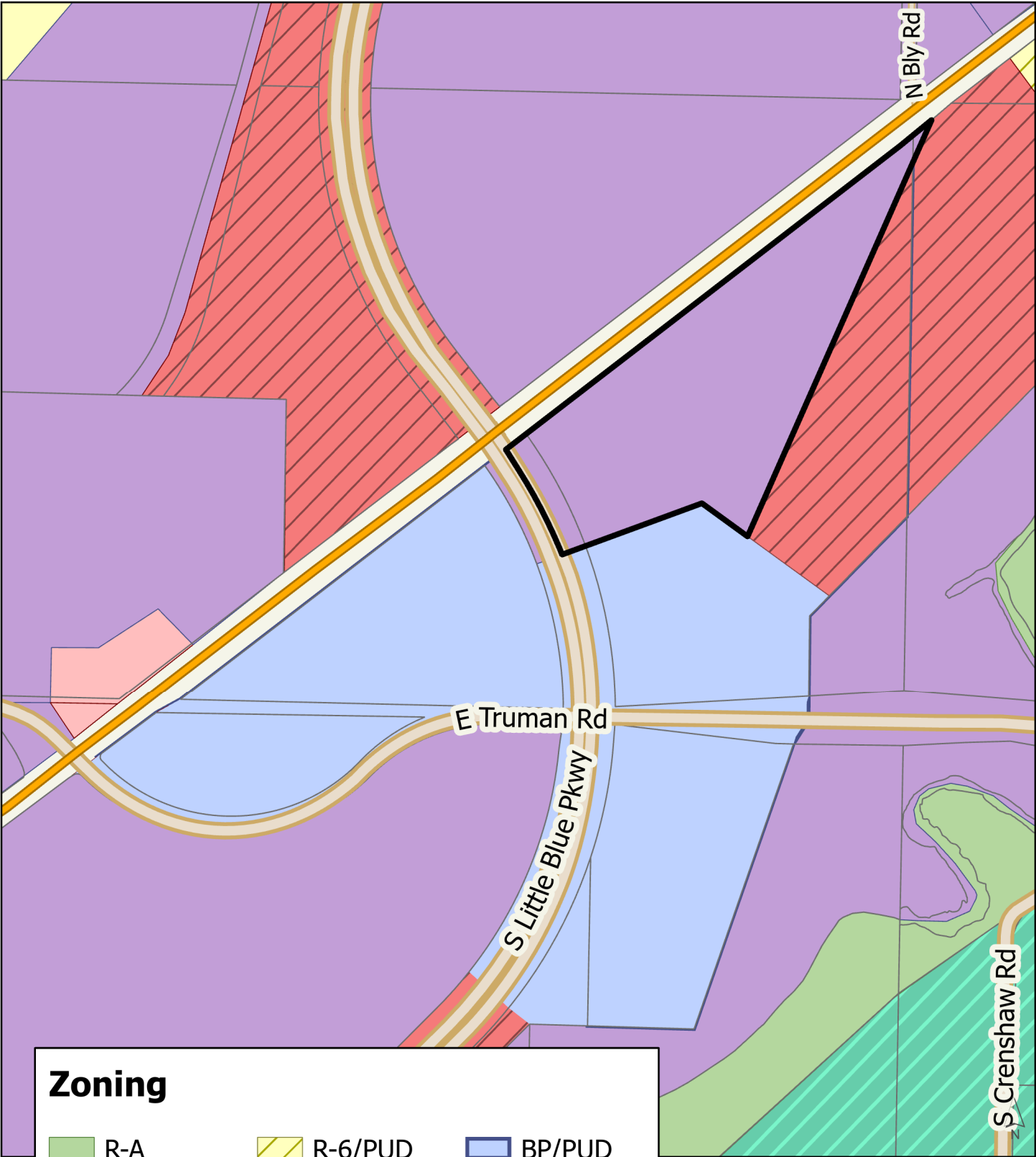
C-2/PUD

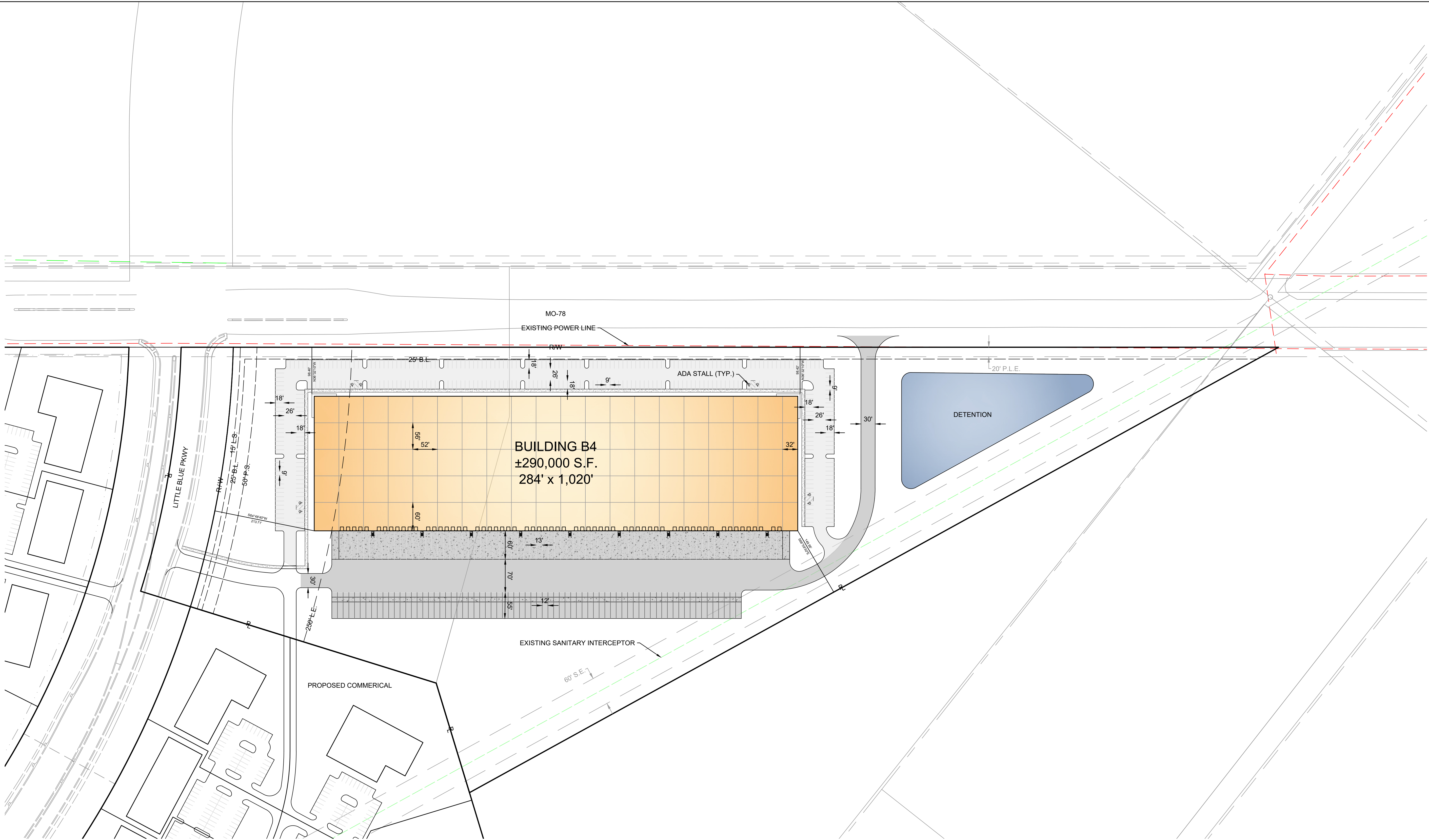
BP/PUD

I-1

Proposed Zoning

Little Blue Parkway and MO Highway 78, Independence, MO



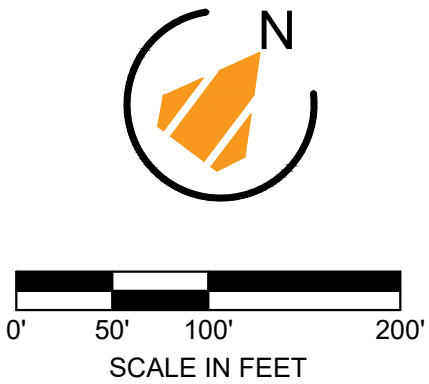


LOT/TRACT	LOT AREA (AC)	BUILDING AREA (SF)	OPEN SPACE (AC)	OPEN SPACE (%)	LAND USE	NUMBER OF FLOORS	BUILDING HEIGHT (MAX)	FAR	REQUIRED PARKING (1)	PROVIDED PARKING
LOT 1	26.5	290,000	12.6	47.5	WAREHOUSING AND DISTRIBUTION	1	NONE	0.25	145	362

(1) REQUIRED PARKING = 1 STALL PER 2000 SF OF GROSS FLOOR AREA

LEGEND	
EASEMENTS & SETBACKS	
B.L.	BUILDING SETBACK
L.S.	LANDSCAPE SETBACK
L.E.	LOADING EASEMENT
P.S.	PARKING SETBACK
P.L.E.	POWER EASEMENT
S.E.	SANITARY EASEMENT
BOUNDARIES	
P	PROPOSED PROPERTY BOUNDARY
R/W	EXISTING R/W

LEGEND	
	HEAVY DUTY ASPHALT PAVEMENT
	STANDARD DUTY ASPHALT PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	CONCRETE SIDEWALK



REVIEWED BY:	DATE:	NO.:	REVISIONS/APPROVALS:
MGD	2024.01.12		CITY SUBMITTAL
DESIGNED BY:			
NAS			
DRAFTED BY:			
NAS			
SP PROJECT #:			
08			
MELISSA G. PEGONIA			
P.E.			
201100092			

SITE PLAN

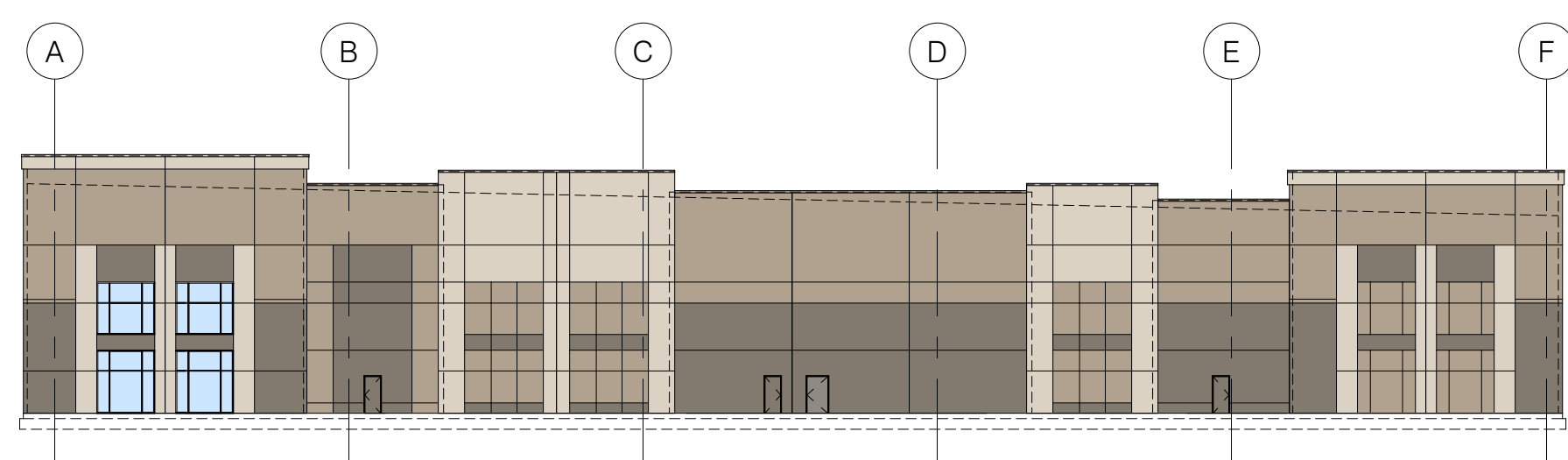
EASTGATE COMMERCE CENTER
AT HIGHWAY 78 & LITTLE BLUE PARKWAY
INDEPENDENCE, JACKSON COUNTY, MO



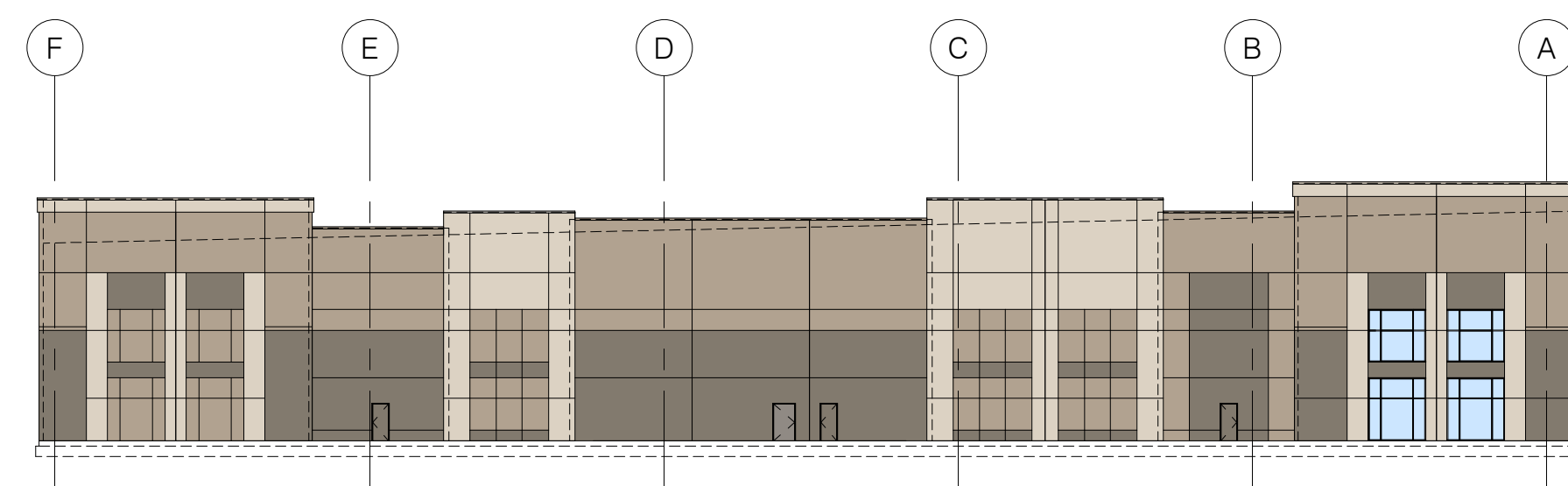
studioNorth
ARCHITECTURE

3315 N Oak Trafficway | Kansas City, MO 64116
816 | 888 | 7380
NP Studio North, LLC

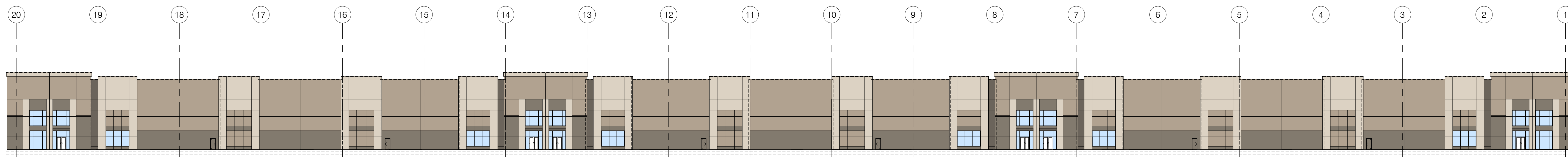
CIVIL	
LANDSCAPE	
FOUNDATIONS	
STRUCTURAL	
PLUMBING	
MECHANICAL	
ELECTRICAL	
FIRE PROTECTION	
CONTRACTOR	



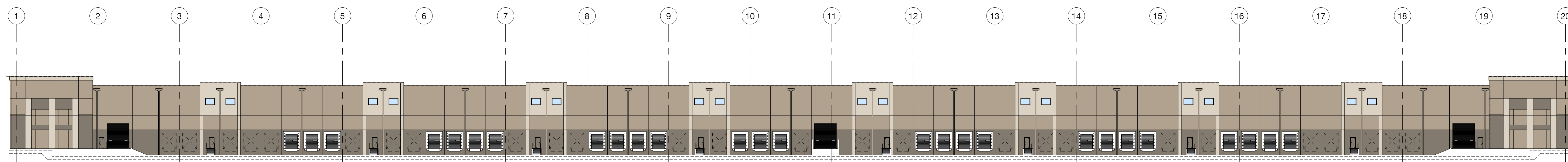
4 OVERALL WEST ELEVATION
1/32" = 1'-0"



3 OVERALL EAST ELEVATION
1/32" = 1'-0"



2 OVERALL NORTH ELEVATION
1/32" = 1'-0"



1 OVERALL SOUTH ELEVATION
1/32" = 1'-0"

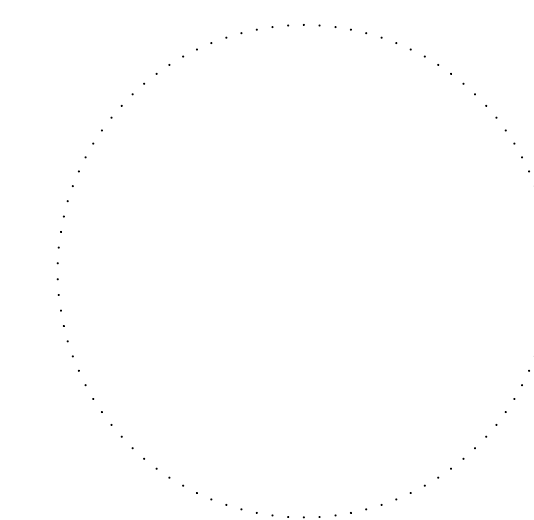


EASTGATE
COMMERCE CENTER
Building 4

INDEPENDENCE, MISSOURI

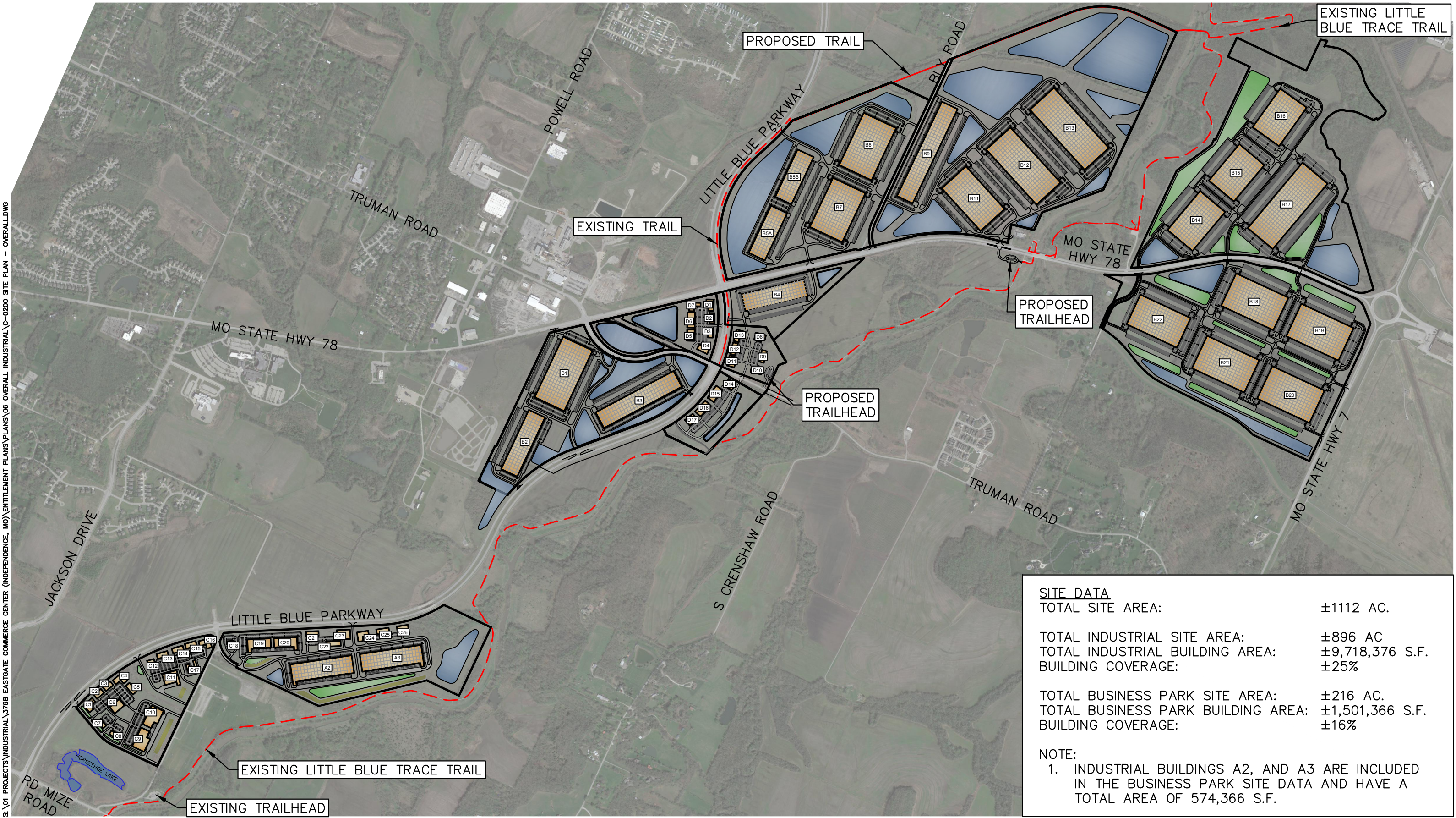
Project No. NA
Date: 01.11.2024
Issued For: REVIEW
Revisions:

No.	Date	Description



A1.00
BUILDING ELEVATIONS

S:\01 PROJECTS\INDUSTRIAL\3788 EASTGATE COMMERCE CENTER (INDEPENDENCE, MO)\ENTITLEMENT PLANS\PLANS\08 OVERALL INDUSTRIAL\0-0200 SITE PLAN - OVERALL.DWG



SITE DATA	
TOTAL SITE AREA:	±1112 AC.
TOTAL INDUSTRIAL SITE AREA:	±896 AC
TOTAL INDUSTRIAL BUILDING AREA:	±9,718,376 S.F.
BUILDING COVERAGE:	±25%
TOTAL BUSINESS PARK SITE AREA:	±216 AC.
TOTAL BUSINESS PARK BUILDING AREA:	±1,501,366 S.F.
BUILDING COVERAGE:	±16%
NOTE:	
1. INDUSTRIAL BUILDINGS A2, AND A3 ARE INCLUDED IN THE BUSINESS PARK SITE DATA AND HAVE A TOTAL AREA OF 574,366 S.F.	

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application by Chris Chancellor requesting a rezoning from BP/PUD, Business Park/Planned Unit Development, and C-2, General Commercial, to BP/PUD, Business Park/Planned Unit Development and approving a Preliminary Development Plan for the property located at M-78 Highway and Little Blue Parkway.
New Information Only.

Department: Community
Development

Contact Person: Tom Scannell

REVIEWERS:

Department

Community Development Department
City Clerk Department

Action

Approved
Approved

Council Action:

Council Action:

ATTACHMENTS:

Description

▣ PH Notice

Type

Backup Material

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, January 23, 2024, and by the Independence **City Council** at 6 p.m., Monday, March 4, 2024, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 24-100-02 – Rezoning – 625 N. Lakeview Avenue – A request by Henry Downing to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) and R-12 (Two-Family Residential) to R-6 (Single-Family Residential).

Case 24-100-03 – Rezoning – 9800 E. US Highway 40 – A request by Kirk Farrelly with Dollar General to rezone the property from C-2 (General Commercial) and R-6 (Single-Family Residential) to C-2 (General Commercial).

Case 24-100-04 – Rezoning – 1220 Dickinson Road – A request by Marvin Mendoza to rezone the property from R-18/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

Case 24-100-05 – Rezoning – 1301 S. Noland Road – A request by Carolyn Richardson to rezone the property from C-2 (General Commercial) to R-6 (Single-Family Residential).

Case 24-100-06 – Rezoning – M-78 Highway & Little Blue Parkway – A request by Chris Chancellor with NorthPoint Development to rezone the property from BP/PUD (Business Park/Planned Unit Development) and C-2 (General Commercial) to I-1 (Industrial).

Case 24-125-02 – Rezoning/PUD – M-78 Highway & Little Blue Parkway – A request by Chris Chancellor with NorthPoint Development to rezone the property from BP/PUD (Business Park/Planned Unit Development) and C-2 (General Commercial) to BP/PUD (Business Park/Planned Unit Development) and approving a preliminary development plan.

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

Witness my hand this 2nd day of January, 2024.

Tom Scannell
Community Development Director

The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD
One Insertion: January 6, 2024

City of Independence

AGENDA ITEM COVER SHEET

BILL NO. 24-012

Ord.No: 19530

Agenda Title:

24-012 2R An ordinance approving a rezoning from District BP/PUD (Business Park/Planned Unit Development) and District C-2/PUD (General Commercial Planned Unit Development) to District BP/PUD (Business Park/Planned Unit Development) and approving a Preliminary Development Plan for the property located at the Little Blue Parkway, Truman Road and M-78 Highway intersections.

Recommendations:

Commissioner L. Wiley made a motion to recommend **APPROVAL** of this rezoning request, for property at Little Blue Parkway, Truman Road and M-78 Highway intersections, with the following conditions be included with the preliminary development plan:

1. Retail buildings in this business park phase shall not have restrictions on the maximum building size, however; the development site shall meet the BP/PUD Floor to Area Ratio for the site.
2. The permissible uses for these properties includes all BP/PUD uses permitted by right plus businesses with drive-through facilities. Development must follow section 14-302 of the UDO for the BP/PUD District.
3. The previously approved design guidelines shall apply to all construction within the Eastgate Commerce Center.
4. Restaurant parking is established at 1 parking space per 3 seats; individual buildings containing retail and office uses shall provide at least 1 space per 500 SF. For warehouse/manufacturing, the parking ratio shall be 1/1,000 SF.
5. Provide a draft copy of the covenants and restrictions with the first Final Development Plan.
6. Conclude detailed Landscaping Plans and Elevations with the Final Development Plans.
7. Any future improvements to Truman Road will be in accordance with the relevant development agreement between the city and developer.
8. Each new drive or access location for this development plan will need to be evaluated and approved or denied on its own merits and the traffic impact study updated accordingly.
9. The current stream buffers and the new proposed stream buffers shall be more clearly indicated on the Final Development Plans and Final Plats.

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

Commissioner Nesbitt – Absent

Commissioner H. Wiley – Absent

Commissioner L. Wiley – Yes

Commissioner McClain – Yes

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Yes

Commissioner O'Neil – Yes

The motion passed 5-0 and such application is forwarded to the City Council for its consideration. Staff concurs with the recommendation of the Planning Commission.

Executive Summary:

A request by NorthPoint Development to rezone the property from BP/PUD (Business Park/Planned Unit Development) and C-2/PUD (General Commercial/Planned Unit Development) to BP/PUD (Business Park/Planned Unit Development) and approving a Preliminary Development Plan for property at Little Blue Parkway, Truman Road, and M-78 Highway intersections.

Background:

NorthPoint Development proposes a minor modification to EastGate Commerce Center. The portion of the development subject to this rezoning application contemplates approximately 321,000 square feet of commercial space. The property is located at the southeast corner of Highway 78, Truman Road and Little Blue Parkway. These tracts will be built out in phases over the next 5-7 years and are located on approximately 74-acres. The properties are currently zoned BP/PUD and C-2/PUD and the applicant is proposing a zoning change to adjust the boundary to the Business Park. The majority of the area is already zoned BP/PUD with planned commercial retail buildings. The main intent of this rezoning is to shift the buildings to have Little Blue Parkway frontage. This creates a better buffer from the trail, while also giving better visibility from Little Blue Parkway. This zoning is consistent with property in the area. The buildings within the BP area will be designed to be pedestrian friendly, by way of connecting walkways, including connections, where feasible, between adjacent buildings and public streets. In addition, the buildings themselves will be designed with vertical and horizontal articulation and the use of glass to provide a two-story appearance.

The applicant is requesting that there be no restriction on building size or lot size. This will allow for a mix of larger industrial buildings with smaller commercial lots that can be sized to fit future tenant needs.

NorthPoint has provided preliminary development plans, and building elevations for the warehouse structures, for review purposes only; the final plans may vary from what has been provided.

ANALYSIS

The Proposal's Consistency with *Independence for All*, Strategic Plan:

This application, along with others proposed by NorthPoint, furthers the goal of increasing the economic prosperity of the community and providing additional employment opportunities. It will also support the development of an industrial/office business park and the development of a key City corridor.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

One of the Comprehensive Plan Guiding Principles is to "Provide sufficient opportunities for industrial development sites within the community and promote diversification of the City's commercial/industrial base."

Sub-Area Plans:

The property is located within the Little Blue Valley Plan Area

Public Facilities:

Streets/access

No new public streets will be created with the development of these lots. Instead, the existing street network will provide access. Each new drive or access locations will need to be evaluated and approved or denied on their own merits. The sites themselves will need to change in conformance to City staff reviews and required studies. While a traffic study has been submitted, it will be required to be updated as specific locations are submitted for review and engineering approval.

Stormwater

The submitted Preliminary Stormwater Drainage Study indicates that tributary management will need to be addressed in future development plans. The low-lying nature of a significant portion of the area necessitates that innovative earthwork and hydrology practices be implemented to effectively deal with these challenges. Similarly, the proposed basins, mitigation areas, and other natural amenities are an integral part of the development pattern and utilization of the land within the project. There is a detention volume buy-out option for sites within 1,200 linear feet of the Little Blue River; all other areas will require detention.

Sanitary sewer

A large transmission main running along the east side of Little Blue Parkway is a 120-inch pipe owned by Little Blue Valley Sewer District; it will not allow tie-ins to this main. NorthPoint must use existing city infrastructure or Blue Springs sewer mains to extend the sewer facilities. All sanitary sewer main extensions will be public.

Water

Water main extension plans will be required for all phases of this development. A set of water main extension plans will be required to be submitted for review and approval before any construction may begin on any water mains. Fire hydrants will be required to be laid out per the requirements of the Independence Water Department.

Historic and Archeological Sites: There are no apparent historic issues with this property.

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.**

One of the Comprehensive Plan Guiding Principles is to "Provide sufficient opportunities for industrial development sites within the community and promote diversification of the City's commercial/industrial base."

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 providing a mix of commercial, office and industrial uses.

3. **The nature and extent of Common Open Space in the PUD.**

A connection will be made to the Trace Park trail system from the southernmost parking lot and an open space around the stormwater mitigation area south of Truman Road.

4. **The reliability of the proposals for maintenance and conservation of Common Open Space.** *NorthPoint states that it will construct, manage, and maintain the properties; it also has no intent to sell any units, buildings, or properties.*

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.**

Not applicable, this is a proposed Business Park project.

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.**

Public services in the area are adequate to serve this project and will be extended to the sites as necessary. This proposed project will not adversely affect the street network in the vicinity of the project, however; improvements are necessary to Truman Road. Adequate parking is provided internal to the complex; no on street parking is allowed on any of the surrounding streets.

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.**

Much like the proposed Eastgate business park project at R.D. Mize Road and the Little Blue Parkway, these sites are isolated with the Northeast site abutting property sought by NorthPoint to be rezoned to I-1 and the South tract abutting the County Trace Park. The West site is encircled by roadways with adjacent

properties being the City power plant, and a concrete plant. As such, the mitigation of impact measures relating to traffic, parking, recreation, and related elements should not have a substantial adverse impact on the area.

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 done by restricting access points to the existing street network, providing adequate stormwater management, and extending the existing public utilities throughout the sites.*

9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have been accomplished through use of (non-PUD) conventional zoning regulations.**

When considering this project's mixture of proposed office, commercial, and industrial uses, combined site layouts, and building designs, the use of the 'PUD' designation is the only option.

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.**

While this project will be constructed in multiple phases, the entire development is proposed to be under one ownership.

Draft Planning Commission minutes:

"Case 24-100-06 – Rezoning – M-78 Highway & Little Blue Parkway

Case 24-125-02 – Rezoning/PUD – M-78 Highway & Little Blue Parkway

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 following conditions for the Rezoning/PUD case:

1. Retail buildings in this business park phase shall not have restrictions on the maximum building size, however; the development site shall meet the BP/PUD Floor to Area Ratio for the site.
2. The permissible uses for these properties includes all BP/PUD uses permitted by right plus businesses with drive-through facilities. Development must follow section 14-302 of the UDO for the BP/PUD District.
3. The previously approved design guidelines shall apply to all construction within the Eastgate Commerce Center.
4. Restaurant parking is established at 1 parking space per 3 seats; individual buildings containing retail and office uses shall provide at least 1 space per 500 SF. For warehouse/manufacturing, the parking ratio shall be 1/1,000 SF.
5. Provide a draft copy of the covenants and restrictions with the first

Final Development Plan.

6. Conclude detailed Landscaping Plans and Elevations with the Final Development Plans.

7. Any future improvements to Truman Road will be in accordance with the relevant development agreement between the city and developer.

8. Each new drive or access location for this development plan will need to be evaluated and approved or denied on its own merits and the traffic impact study updated accordingly.

9. The current stream buffers and the new proposed stream buffers shall be more clearly indicated on the Final Development Plans and Final Plats.

Applicant Comments

Trent Squiers, 3315 N. Oak Trafficway, Kansas City, made a presentation with an update on the existing construction and an overview of the proposed changes. He stated the site located between M-78, Little Blue Parkway and Truman Road presents lots of challenges. He said by moving this building to the east, this prevents them from having to relocate the water main and telecommunication line. It also consolidates access to be on Little Blue Parkway and Highway 78. They're also adding another access point from Little Blue Parkway to the buildings south of Truman Road. Mr. Squiers said none of these changes will affect the parkland dedication or the buffer of the Little Blue Trace Trail.

In response to Commissioner Ashbaugh's question on parking, Mr. Squiers said the number of parking spaces is in line with other developments they've completed. He noted that tenants looking for that kind of space will generally require the large amount of parking. Grant Polley, 3315 N. Oak Trafficway, Kansas City, noted for the proposed commercial tenants, they would each have to submit their own site plans with the number of parking spaces they need.

In response to Commissioner Ashbaugh's question about stormwater, Mr. Polley showed a map of the proposed land that's been dedicated for stormwater runoff.

In response to Commissioner L. Wiley's question, Mr. Polley said the commercial business park areas will have smaller restaurants, small businesses, and flex spaces.

In response to Commissioner L. Wiley's question, Mr. Polley said Northpoint is investing \$1 billion dollars.

Public Comments

No public comments.

Commissioner Comments

Commissioner L. Wiley thanked Northpoint for the great work they're doing in the City.

Chairwoman McClain noted she is glad they're moving this building.

Motions

Commissioner Ashbaugh made a motion to approve Case 24-100-06 – Rezoning – M-78 Highway & Little Blue Parkway. Commissioner Ferguson seconded the motion. The motion passed with five affirmative votes.

Commissioner L. Wiley made a motion to approve Case 24-125-02 – Rezoning/PUD – M-78 Highway & Little Blue Parkway, with conditions as outlined by staff. Commissioner O'Neill seconded the motion. The motion passed with five affirmative votes."

Department: Community
Development

Contact Person: Tom Scannell

REVIEWERS:

Department
City Clerk Department

Action
Approved

Council Action:

Council Action:

ATTACHMENTS:

Description	Type
▣ Draft Ordinance	Ordinance
▣ Staff Report	Backup Material
▣ Letter from Applicant	Backup Material
▣ Application Packet	Backup Material
▣ Notification Letter	Backup Material
▣ Notification Information	Backup Material
▣ Notification Affidavit	Backup Material
▣ Existing Zoning Map	Backup Material
▣ Proposed Zoning Map	Backup Material
▣ Overall Site Plan	Backup Material
▣ Eastgate Design Guidelines	Backup Material
▣ Northpoint Presentation	Backup Material

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT BP/PUD (BUSINESS PARK/PLANNED UNIT DEVELOPMENT) AND DISTRICT C-2/PUD (GENERAL COMMERCIAL PLANNED UNIT DEVELOPMENT) TO DISTRICT B-P/PUD (BUSINESS PARK/PLANNED UNIT DEVELOPMENT) AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT THE LITTLE BLUE PARKWAY, TRUMAN ROAD AND M-78 HIGHWAY INTERSECTIONS.

WHEREAS, the application submitted to the NorthPoint Development requesting approval of a rezoning from District BP/PUD (Business Park/Planned Unit Development) and District C-2/PUD (General Commercial/Planned Unit Development) to District BP/PUD (Business Park/Planned Unit Development) and a preliminary development plan for property located at the Little Blue Parkway, Truman Road, and M-78 Highway intersections 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 January 23, 2024, and rendered a report to the City Council with its vote to recommend approval of this application passed by a vote of 3-2; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on March 4, 2024, and rendered a decision to approve the rezoning and preliminary development plan for the said property; 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 Section 14-701-02 and 14-703-05 respectively; 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 tracts of real estate is hereby rezoned from District BP/PUD (Business Park/Planned Unit Development and District C-2/PUD (General Commercial/Planned Unit Development) to District BP/PUD (Business Park/Planned Unit Development) and shall be subject to the regulations of said district:

A tract of land in Section 3, Township 49 North, Range 31 West, lying Southeast of Missouri Highway 78, all in the City of Independence, Jackson County, Missouri, described as follows: Commencing at the West Quarter Corner of said Section 3 as is monumented by a ½” iron bar with no ID cap; Thence South 87°42'53" East, along the East-West centerline of Section 3, a

distance of 2,158.93 feet, more or less, to the East right of way line of Missouri Highway 78, as now established, said point being the true Point of Beginning; Thence North $53^{\circ}27'50''$ East along said East right of way line, a distance of 1,792.06 feet to a point of cusp on the Centerline of Little Blue Parkway, as now established, on a curve concave to the Southwest having a radius of 1909.86 feet and a central angle of $15^{\circ}42'18''$ and being subtended by a chord which bears South $27^{\circ}07'12''$ East 521.87 feet; Thence Southeasterly along said curve, along said Centerline, a distance of 523.50 feet; Thence North $70^{\circ}43'57''$ East radial to said curve, a distance of 652.83 feet; Thence South $53^{\circ}26'03''$ East, a distance of 645.92 feet; Thence South $46^{\circ}36'06''$ West, a distance of 132.54 feet; Thence South $01^{\circ}44'36''$ West, a distance of 450.00 feet; Thence South $20^{\circ}21'01''$ West, a distance of 1,390.97 feet; Thence North $87^{\circ}42'53''$ West, a distance of 698.19 feet; Thence North $50^{\circ}32'23''$ West, a distance of 115.32 feet to a point on the East right of way line of said Little Blue Parkway, said point being the beginning of a curve concave to the West having a radius of 2020.78 feet and a central angle of $37^{\circ}05'26''$ and being subtended by a chord which bears North $20^{\circ}53'54''$ East 1285.44 feet; Thence Northeasterly, along said East right of way line, along said curve, a distance of 1,308.16 feet; Thence North $02^{\circ}52'19''$ East, continuing along said East right of way line, a distance of 73.48 feet; Thence North $87^{\circ}26'43''$ West, a distance of 220.13 feet to a point on the North right of way line of Truman Road, as now established; Thence North $87^{\circ}42'53''$ West, along said North right of way line, a distance of 372.60 feet; Thence South $02^{\circ}17'07''$ West, continuing along said North right of way line, a distance of 16.74 feet to the beginning of a curve concave to the Southeast having a radius of 855.00 feet and a central angle of $37^{\circ}25'46''$ and being subtended by a chord which bears South $64^{\circ}04'34''$ West 548.67 feet; Thence Westerly, continuing along said North right of way line, along said curve, a distance of 558.54 feet to a point of reverse curvature; Thence Southwesterly, continuing along said North right of way line, a distance of 479.99 feet along the arc of said curve concave to the Northwest having a radius of 785.00 feet and a central angle of $35^{\circ}02'01''$ to the beginning of a curve concave to the North having a radius of 779.94 feet and a central angle of $24^{\circ}22'26''$ and being subtended by a chord which bears North $85^{\circ}11'32''$ West 329.29 feet; Thence Westerly, continuing along said North right of way line, along said curve, a distance of 331.79 feet to the beginning of a curve concave to the Northeast having a radius of 1076.62 feet and a central angle of $09^{\circ}25'32''$ and being subtended by a chord which bears North $64^{\circ}43'30''$ West 176.91 feet; Thence Westerly, continuing along said North right of way line, along said curve, a distance of 177.11 feet to the beginning of a curve concave to the Northeast having a radius of 759.98 feet and a central angle of $19^{\circ}22'49''$ and being subtended by a chord which bears North $52^{\circ}16'52''$ West 255.84 feet; Thence Northwesterly, continuing along said North right of way line, along said curve, a distance of 257.06 feet to a point of cusp on the East right of way line of said Missouri Highway 78; Thence North $53^{\circ}27'50''$ East, along said East right of way line, a distance of 376.79 feet to the true POINT OF BEGINNING.

Containing 3,237,845 square feet or 74.33 acres more or less.

Note: The bearings referenced in this description are based on Missouri State Plane Grid North. All distances and bearings herein are described by Jed A.M. Baughman, Missouri PLS 2014020708 on December 5, 2023.

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) Retail buildings in this business park phase shall not have restrictions on the maximum building size, however; the development site shall meet the BP/PUD Floor to Area Ratio for the site.
- 2) The permissible uses for these properties includes all BP/PUD uses permitted by right plus businesses with drive-through facilities. Development must follow section 14-302 of the UDO for the BP/PUD District.
- 3) The previously approved design guidelines shall apply to all construction within the Eastgate Commerce Center.
- 4) Restaurant parking is established at 1 parking space per 3 seats; individual buildings containing retail and office uses shall provide at least 1 space per 500 SF. For warehouse/manufacturing, the parking ratio shall be 1/1,000 SF.
- 5) Provide a draft copy of the covenants and restrictions with the first Final Development Plan.
- 6) Conclude detailed Landscaping Plans and Elevations with the Final Development Plans.
- 7) Any future improvements to Truman Road will be in accordance with the relevant development agreement between the city and developer.
- 8) Each new drive or access location for this development plan will need to be evaluated and approved or denied on its own merits and the traffic impact study updated accordingly.
- 9) The current stream buffers and the new proposed stream buffers shall be more clearly indicated on the Final Development Plans and Final Plats.

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 _____, 2024, 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

MEETING DATE: January 23, 2024

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: Eastgate Commerce Center at Little Blue Parkway and M-78 Highway

CASE NUMBER/REQUEST: **Case 24-125-02 – Rezoning/PUD – M-78 Highway & Little Blue Parkway** – A request by Chris Chancellor with NorthPoint Development to rezone the property from BP/PUD (Business Park/Planned Unit Development) and C-2/PUD (General Commercial/Planned Unit Development) to BP/PUD (Business Park/Planned Unit Development) and approving a preliminary development plan.

APPLICANT: NorthPoint Development, LLC

OWNERS: Little Blue Valley (West) LLC

PROPERTY LOCATIONS: Properties surrounding the Little Blue Parkway, Truman Road, and M-78 Highway intersections

SURROUNDING ZONING/LAND USE:

North: C-2/PUD (General Commercial/Planned Unit Development) and I-1 (Industrial)...farm fields
South: C-2/PUD (General Commercial/Planned Unit Development) and I-1 (Industrial)...farm fields
East: I-1 (Industrial)...Jackson County Trace Park
West: C-1 (Neighborhood Commercial) and I-1 (Industrial)...farm fields

PUBLIC NOTICE:

- Letters to adjoining property owners – January 4, 2024
- Public Notice published in The Kansas City Star – January 6, 2024
- Signs posted on property – January 5, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on February 19, 2024 and the public hearing/second reading on March 4, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request and the preliminary development plan with the following conditions:

1. Retail buildings in this business park phase shall not have restrictions on the maximum building size, however; the development site shall meet the BP/PUD Floor to Area Ratio for the site.

2. The permissible uses for these properties includes all BP/PUD uses permitted by right plus businesses with drive-through facilities. Development must follow section 14-302 of the UDO for the BP/PUD District.
3. The previously approved design guidelines shall apply to all construction within the Eastgate Commerce Center.
4. Restaurant parking is established at 1 parking space per 3 seats; individual buildings containing retail and office uses shall provide at least 1 space per 500 SF. For warehouse/manufacturing, the parking ratio shall be 1/1,000 SF.
5. Provide a draft copy of the covenants and restrictions with the first Final Development Plan.
6. Conclude detailed Landscaping Plans and Elevations with the Final Development Plans.
7. Any future improvements to Truman Road will be in accordance with the relevant development agreement between the city and developer.
8. Each new drive or access location for this development plan will need to be evaluated and approved or denied on its own merits and the traffic impact study updated accordingly.
9. The current stream buffers and the new proposed stream buffers shall be more clearly indicated on the Final Development Plans and Final Plats.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

A request by Chris Chancellor with NorthPoint Development to rezone the property from B-P/PUD (Business Park/Planned Unit Development) and C-2 (General Commercial) to B-P/PUD (Business Park/Planned Unit Development) and approving a Preliminary Development Plan for property at Little Blue Parkway, Truman Road, and M-78 Highway intersections.

Current Zoning:	B-P/PUD (Business Park/Planned Unit Development) and C-2/PUD (General Commercial/Planned Unit Development)	Proposed Zoning:	B-P/PUD (Business Park/Planned Unit Development)
Current Use:	Farm fields	Proposed Use:	Commercial and warehouse uses
Acreage:	74-acres	Building Square Foot:	Varies +/-

BACKGROUND:

NorthPoint Development proposes a minor modification to EastGate Commerce Center. The portion of the development subject to this rezoning application contemplates approximately 321,000 square feet of commercial space. The property is located at the southeast corner of Highway 78, Truman Road and Little Blue Parkway. These tracts will be built out in phases over the next 5-7 years and are located on approximately 74-acres. The properties are currently zoned B-P/PUD and C-2/PUD and the applicant is proposing a zoning change to adjust the boundary to the Business Park. The majority of the area already zoned B-P/PUD with planned commercial retail buildings. The main intent of this

rezoning is to shift the buildings to have Little Blue Parkway frontage. This creates a better buffer from the trail, while also giving better visibility from Little Blue Parkway. This zoning is consistent with property in the area. The buildings within the BP area will be designed to be pedestrian friendly, by way of connecting walkways, including connections, where feasible, between adjacent buildings and public streets. In addition, the buildings themselves will be designed with vertical and horizontal articulation and the use of glass to provide a two-story appearance.

The applicant is requesting that there be no restriction on building size or lot size. This will allow for a mix of larger industrial buildings with smaller commercial lots that can be sized to fit future tenant needs.

NorthPoint has provided preliminary development plans, and building elevations for the warehouse structures, for review purposes only; the final plans may vary from what has been provided.

ANALYSIS

The Proposal's Consistency with *Independence for All*, Strategic Plan:

This application, along with others proposed by NorthPoint, furthers the goal of increasing the economic prosperity of the community and providing additional employment opportunities. It will also support the development of an industrial/office business park and the development of a key City corridor.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

One of the Comprehensive Plan Guiding Principles is to "Provide sufficient opportunities for industrial development sites within the community and promote diversification of the City's commercial/industrial base."

Sub-Area Plans:

The property is located within the Little Blue Valley Plan Area

Public Facilities:

Streets/access

No new public streets will be created with the development of these lots. Instead, the existing street network will provide access. Each new drive or access locations will need to be evaluated and approved or denied on their own merits. The sites themselves will need to change in conformance to City staff reviews and required studies. While a traffic study has been submitted, it will be required to be updated as specific locations are submitted for review and engineering approval.

Stormwater

The submitted Preliminary Stormwater Drainage Study indicates that tributary management will need to be addressed in future development plans. The low-lying nature of a significant portion of the area necessitates that innovative earthwork and hydrology practices be implemented to effectively deal with these challenges. Similarly, the proposed basins, mitigation areas, and other natural amenities are an integral part of the development pattern and utilization of the land within the project. There

is a detention volume buy-out option for sites within 1,200 linear feet of the Little Blue River; all other areas will require detention.

Sanitary sewer

A large transmission main running along the east side of Little Blue Parkway is a 120-inch pipe owned by Little Blue Valley Sewer District; it will not allow tie-ins to this main. NorthPoint must use existing city infrastructure or Blue Springs sewer mains to extend the sewer facilities. All sanitary sewer main extensions will be public.

Water

Water main extension plans will be required for all phases of this development. A set of water main extension plans will be required to be submitted for review and approval before any construction may begin on any water mains. Fire hydrants will be required to be laid out per the requirements of the Independence Water Department.

Historic and Archeological Sites: There are no apparent historic issues with this property.

REVIEW CRITERIA

Recommendations and decisions for proposed planned unit development rezoning and its associated 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.**
One of the Comprehensive Plan Guiding Principles is to “Provide sufficient opportunities for industrial development sites within the community and promote diversification of the City’s commercial/industrial base.”
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 providing a mix of commercial, office and industrial uses.
3. **The nature and extent of Common Open Space in the PUD.**
A connection will be made to the Trace Park trail system from the southernmost parking lot and an open space around the stormwater mitigation area south of Truman Road.
4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**
NorthPoint states that it will construct, manage, and maintain the properties; it also has no intent to sell any units, buildings, or properties.
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.**
Not applicable, this is a proposed Business Park project.
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.

Public services in the area are adequate to serve this project and will be extended to the sites as necessary. This proposed project will not adversely affect the street network in the vicinity of the project, however; improvements are necessary to Truman Road. Adequate parking is provided internal to the complex; no on street parking is allowed on any of the surrounding streets.

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.

Much like the proposed Eastgate business park project at R.D. Mize Road and the Little Blue Parkway, these sites are isolated with the Northeast site abutting property sought by NorthPoint to be rezoned to I-1 and the South tract abutting the County Trace Park. The West site is encircled by roadways with adjacent properties being the City power plant, and a concrete plant. As such, the mitigation of impact measures relating to traffic, parking, recreation, and related elements should not have a substantial adverse impact on the area.

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 done by restricting access points to the existing street network, providing adequate stormwater management, and extending the existing public utilities throughout the sites.

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.

When considering this project's mixture of proposed office, commercial, and industrial uses, combined site layouts, and building designs, the use of the 'PUD' designation is the only option.

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.

While this project will be constructed in multiple phases, the entire development is proposed to be under one ownership.

EXHIBITS

1. Narrative
2. Application
3. Notification Letter
4. Addresses
5. Affidavit
6. Existing Zoning Map
7. Proposed Zoning Map
8. Overall Site Plan
9. Design Guidelines

EastGate Commerce Center at Highway 78, Truman Road and Little Blue Parkway

NorthPoint Development proposes a minor modification to EastGate Commerce Center within the Independence Community. The portion of the development subject to this Rezoning application contemplates approximately 321,000 square feet of commercial space. The property is located at the southeast corner of Highway 78, Truman Road and Little Blue Parkway. This park will be built out in phases over the next 5-7 years and is located on approximately 74 acres. Under the proposed plan this equates to a FAR coverage of 10%.

The property is currently zoned BP/PUD and C2/PUD and we are proposing a zoning change to adjust the boundary to the Business Park. The majority of the site is already zoned BP/PUD with planned commercial retail buildings the main intent of this rezoning is to shift the buildings to have Little Blue Parkway frontage. This creates a better buffer from the trail, while also giving the visibility from The Parkway that users will want. This zoning is consistent with property in the area and believe our proposed development will be a job generator and economic enhancement to the community. We are committed to partnering with the City of Independence to create a high-quality development that the community can be proud of. With respect to that commitment, the buildings within the BP area will be designed to be pedestrian friendly, by way of connecting walkways, including connections, where feasible, between adjacent buildings and public streets. In addition, the buildings themselves will be designed with quality building materials, architectural elevations with vertical and horizontal articulation and the use of glass to provide a two-story appearance, representative of a traditional business park.

The appropriate zoning district for this ground is a PUD-Business Park. This zoning will allow for a mix of class-A industrial space and smaller commercial users. Appropriate parking and storm water detention will be provided in support of the development. Tenants will be subject to lease covenants and restrictions consistent with NorthPoint's national standards. Common open spaces shared by these tenants will be maintained by the property owner as set by O&M manuals to be developed.

NorthPoint is working with the relevant utility providers to expand infrastructure as needed to serve the proposed development.

We are requesting that there be no restriction on building size or lot size. This will allow for an appropriate mix of larger industrial buildings with smaller commercial lots that can be sized to fit future tenant needs.

Thank you for your consideration,



Trenton Squiers
NorthPoint Development Inc.
Development Manager

Application Type (check all that apply)

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

Project Information and Location

Eastgate Commerce Center

Project Name

Little Blue Parkway and Highway 78

Project Address/Location

321,000 sq ft	+/- 74	17 lots/3 tracts	No
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
B-P/PUD & C-2/PUD	Business Park (B-P/PUD)	Undeveloped/Agriculture	Business Park
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

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

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

Applicant

Chris Chancellor	NorthPoint Development
Name	Company
3315 N Oak Trafficway - Kansas City, MO 64116	
Address	
(816) 215-0552	cchancellor@northpointkc.com
Phone	Email

Architect/Engineer/Surveyor/Other: Other

Brian Forquer	NorthPoint Development
Name	Company
3315 N Oak Trafficway - Kansas City, MO 64116	
Address	
(816) 401-8222	bforquer@northpointkc.com
Phone	Email

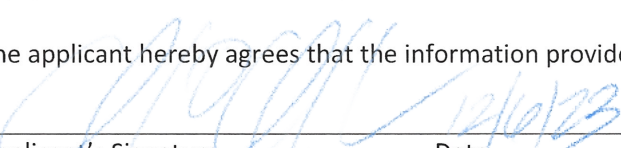
Owner

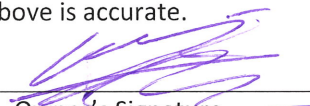
Wim van Klinken	Little Blue Valley (West) LLC
Name	Company
1001 W Walnut Street - Independence, MO 64050	
Address	
(816) 833-1000	legalservices@cofchrist.org
Phone	Email

Architect/Engineer/Surveyor/Other: Surveyor

Jed Baughman	NorthPoint Development
Name	Company
3315 N Oak Trafficway - Kansas City, Mo 64116	
Address	
(913) 909-1300	jbaughman@northpointkc.com
Phone	Email

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

Applicant's Signature  Date 12/6/23

Owner's Signature  Date 12/6/2023

Property Owner Notification Letter

City of Independence, Missouri

Date: 1/4/24 _____

Case No.: 24-125-02

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: A request by NorthPoint Development to rezone property around the Little Blue Parkway/E. Truman Road/M-78 Highway intersection from C-2/PUD (General Commercial/Planned Unit Development) and BP/PUD (Business Park/Planned Unit Development) to BP/PUD (Business Park/Planned Unit Development) and approval a preliminary development plan.

Applicant: NorthPoint Development

Location of Property: Independence, MO 64057

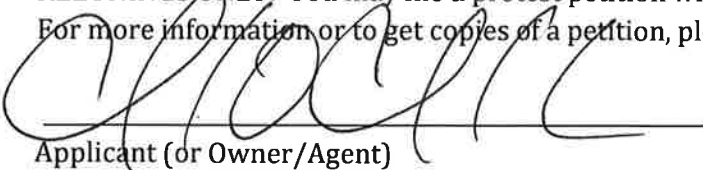
Planning Commission Meeting Date: January 23, 2024, at 6:00 p.m.

City Council Meeting Date: February 19, 2024, at 6:00 p.m.

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

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.


Applicant (or Owner/Agent)

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

Industrial

To Name

LITTLE BLUE VALLEY (WEST) LLC
CENTRAL DEVELOPMENT ASSOCIATION
NP LITTLE BLUE VALLEY LAND LLC

To Address Line 1 (Primary address line)

1001 W WALNUT
1001 W WALNUT
3315 N OAK TRAFFICWAY

BP/PUD

To Name

JACKSON COUNTY MISSOURI
LITTLE BLUE VALLEY (WEST) LLC
CITY OF INDEPENDENCE
FORTERRA CONCRETE PRODUCTS INC
NP LITTLE BLUE VALLEY LAND LLC

To Address Line 1 (Primary address line)

415 E 12TH ST
1001 W WALNUT
111 E MAPLE ST
511 S JOHNSON DR
3315 N OAK TRAFFICWAY

To City	To State	To ZIP
INDEPENDENCE	MO	64050
INDEPENDENCE	MO	64050
KANSAS CITY	MO	64116

To City	To State	To ZIP
KANSAS CITY	MO	64106
INDEPENDENCE	MO	64050
INDEPENDENCE	MO	64050
ODESSA	MO	64076
KANSAS CITY	MO	64116

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-125-02

I, Christopher Chancellor, 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.**

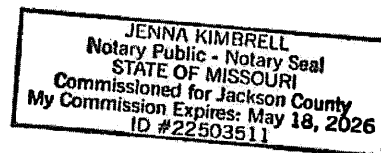
These notices were mailed on the 4th day of January, 2024.



Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 4th day of January, 2024.

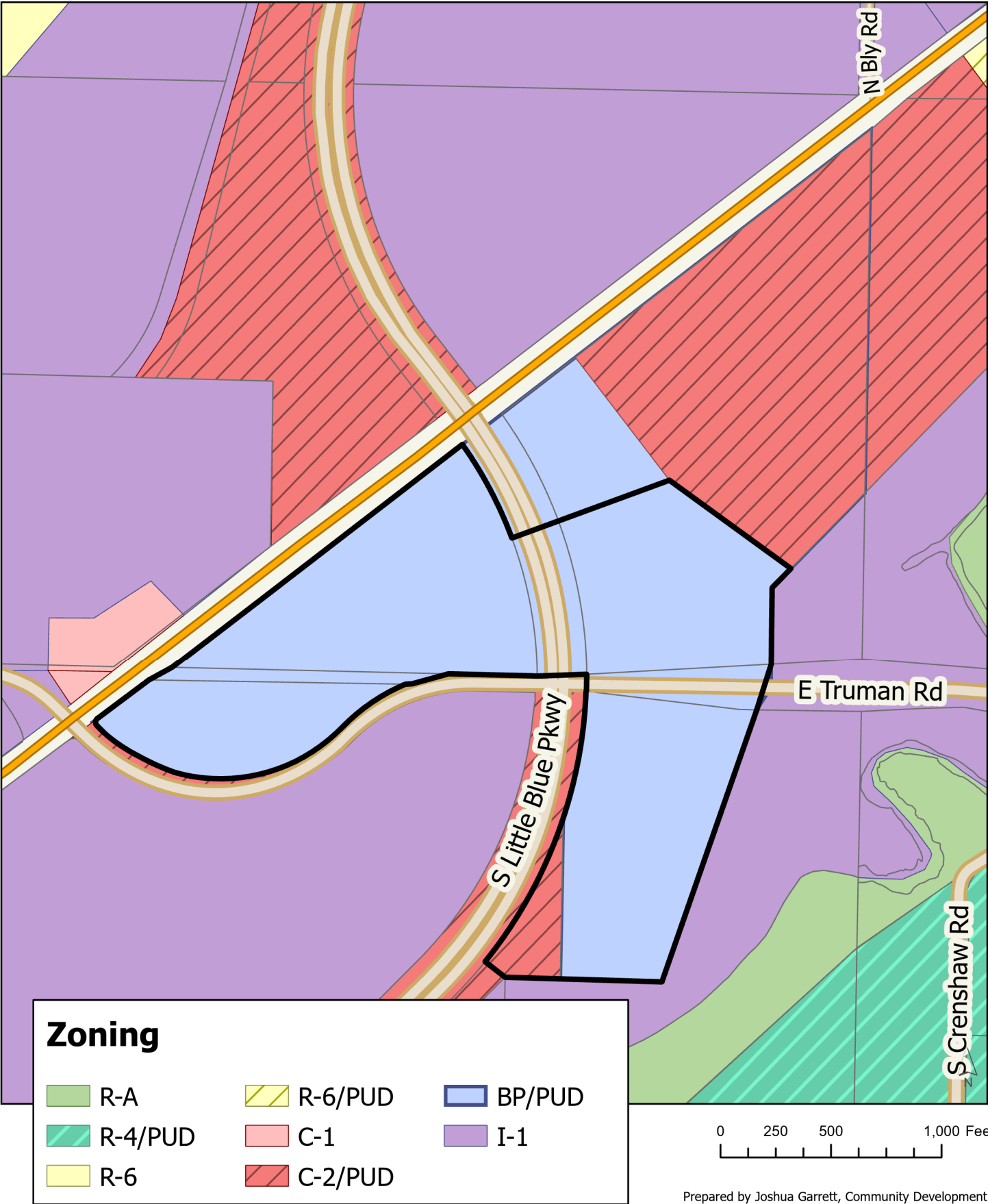
Jenna Kimbrell
Notary Public



5/18/26
Commission Expiration Date

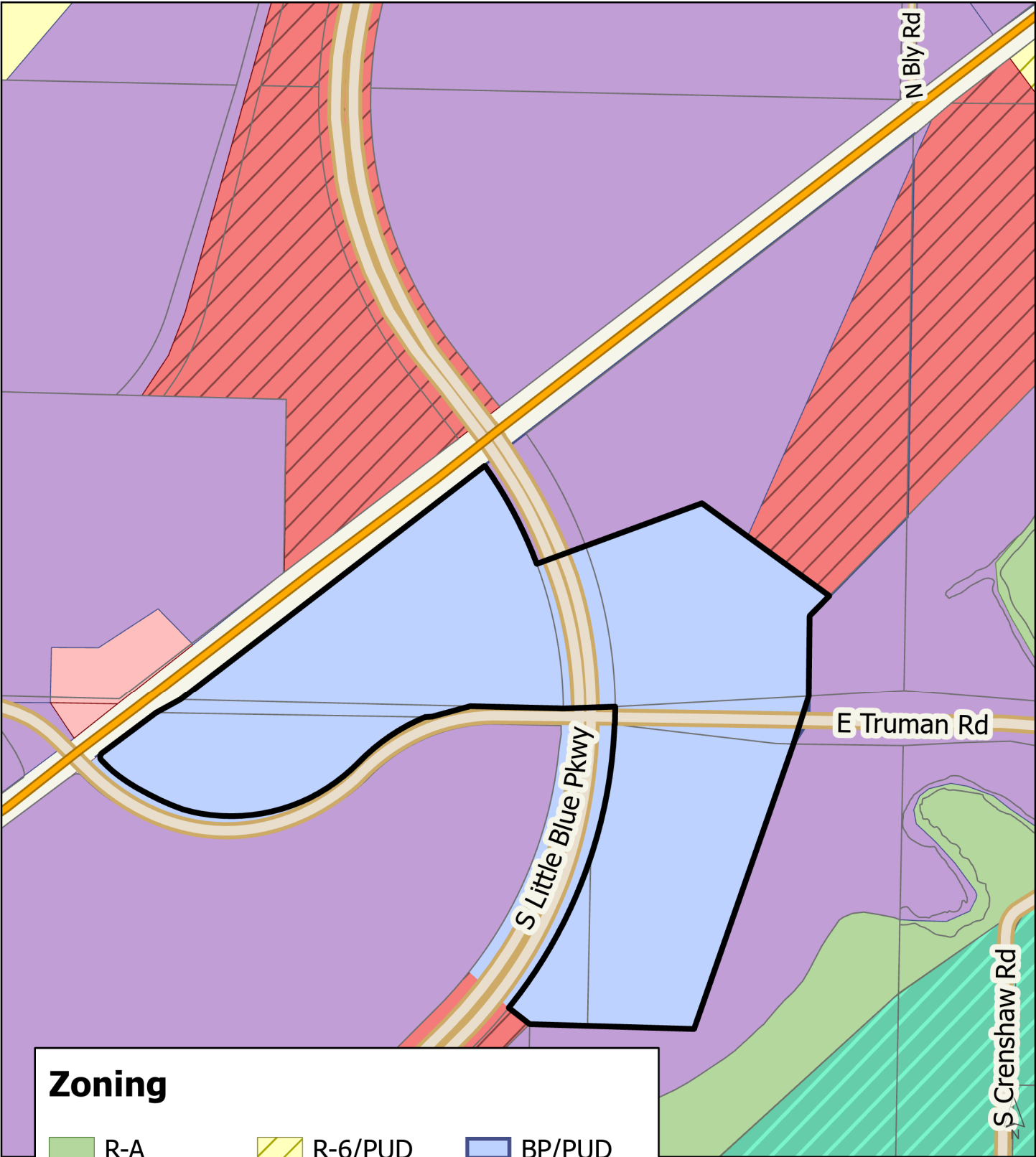
Existing Zoning

Little Blue Parkway and MO Highway 78, Independence, MO



Proposed Zoning

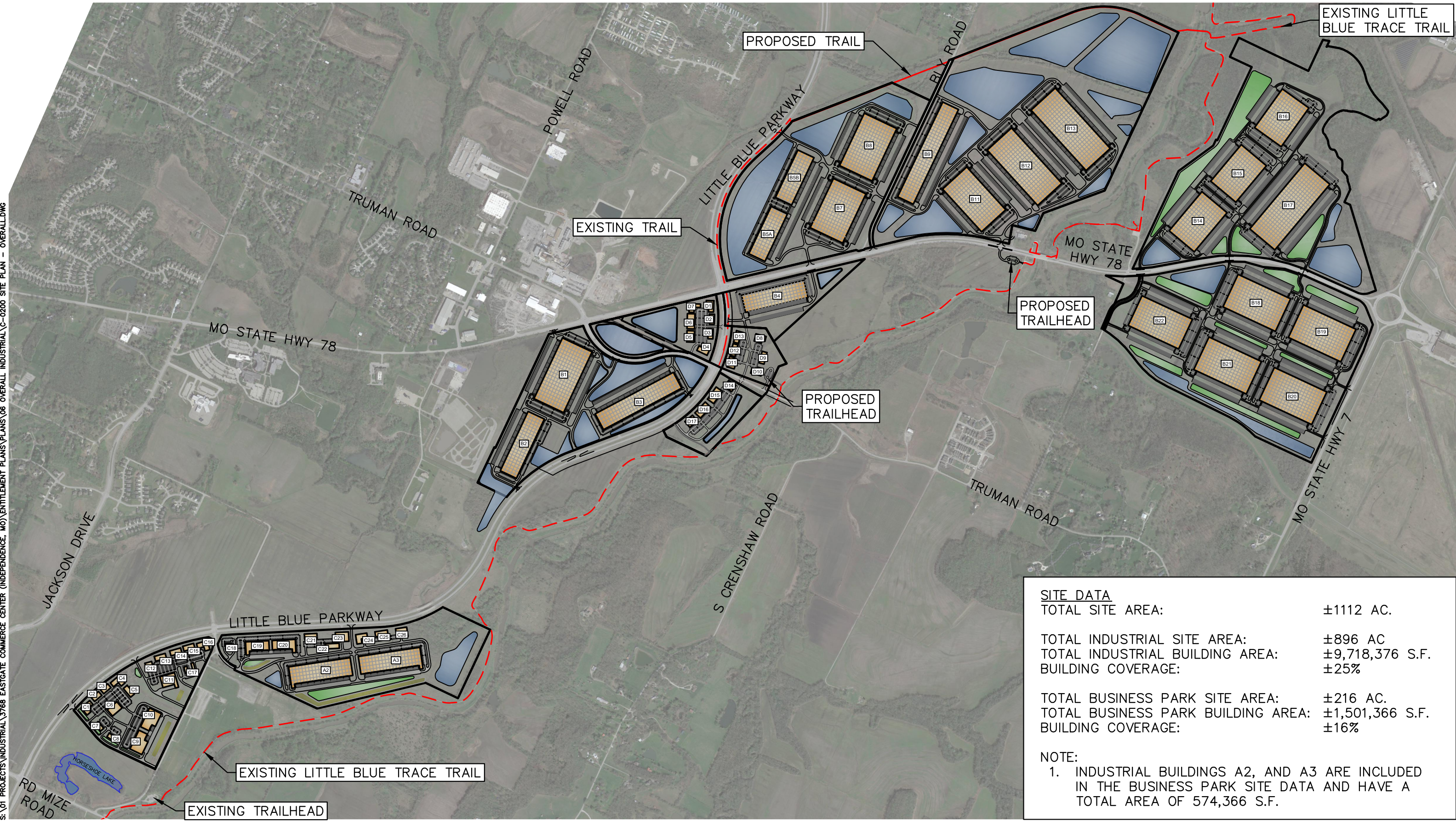
Little Blue Parkway and MO Highway 78, Independence, MO



Zoning

R-A	R-6/PUD	BP/PUD
R-4/PUD	C-1	I-1
R-6	C-2/PUD	

S:\01 PROJECTS\INDUSTRIAL\3788 EASTGATE COMMERCE CENTER (INDEPENDENCE, MO)\ENTITLEMENT PLANS\PLANS\08 OVERALL INDUSTRIAL\0-0200 SITE PLAN - OVERALL.DWG



SITE DATA	
TOTAL SITE AREA:	±1112 AC.
TOTAL INDUSTRIAL SITE AREA:	±896 AC
TOTAL INDUSTRIAL BUILDING AREA:	±9,718,376 S.F.
BUILDING COVERAGE:	±25%
TOTAL BUSINESS PARK SITE AREA:	±216 AC.
TOTAL BUSINESS PARK BUILDING AREA:	±1,501,366 S.F.
BUILDING COVERAGE:	±16%
NOTE:	
1. INDUSTRIAL BUILDINGS A2, AND A3 ARE INCLUDED IN THE BUSINESS PARK SITE DATA AND HAVE A TOTAL AREA OF 574,366 S.F.	

EastGate Commerce Center Design Guidelines

DESIGN GUIDELINES:

The intent of the design guidelines is to guide the development of the EastGate commerce center in a cohesive and architecturally consistent manner. Incorporation of the following guidelines will reinforce commonality and high-quality architectural type throughout the plan area.

ARCHITECTURAL STANDARDS

- A. Individual buildings shall be of high-quality design. Exterior design of each building shall have a coherent architectural theme.
- B. Articulation of facades:
No building facade shall exceed sixty-five (65) feet in length without interruption by one or more of the following architectural features.
 - 1. Projection or recess in the wall plane of at least two (2) feet in depth.
 - 2. Change in material, texture or pattern.
 - 3. Columns, piers, pilasters or other equivalent structural and/or decorative elements.
 - 4. Changes in fenestration pattern.
 - 5. Buildings should attempt to incorporate a repeating pattern on facades that includes color change, texture change and material change, with at least one (1) of the elements repeating horizontally.
- C. Buildings within the development should have a coherent architectural theme in terms of mass, height, rooflines and materials.
- D. Exterior finishes shall be durable in nature and shall include:
 - 1. Brick
 - 2. Architectural concrete masonry units
 - 3. Stucco or EIFS
 - 4. Precast concrete
 - 5. Tilt-up concrete units with architectural finish
 - 6. Tile
 - 7. Wood
 - 8. Cast stone

*Materials such as vinyl siding and plywood are not allowed.
- E. Windows and storefront shall be aluminum or steel and the color shall be compatible with the adjacent wall finishes.
- F. Architectural details such as texture, patterns, color and building form used on the front facade shall be incorporated on all building facades.
- G. Building mounted light fixtures shall be utilized, particularly at entrances and for architecturally accent illumination.
- H. Operations shall be conducted within a fully enclosed building and there shall be no overnight trailer tractor parking unless otherwise allowed through a municipal variance and in conjunction with the approval of the developer.

LIGHTING STANDARDS

Lighting will comply with the city of independence photometric requirements.

SIGNAGE STANDARDS

All signs must comply with city of independence sign ordinance standards unless otherwise allowed through a municipal variance and in conjunction with the approval of the developer.

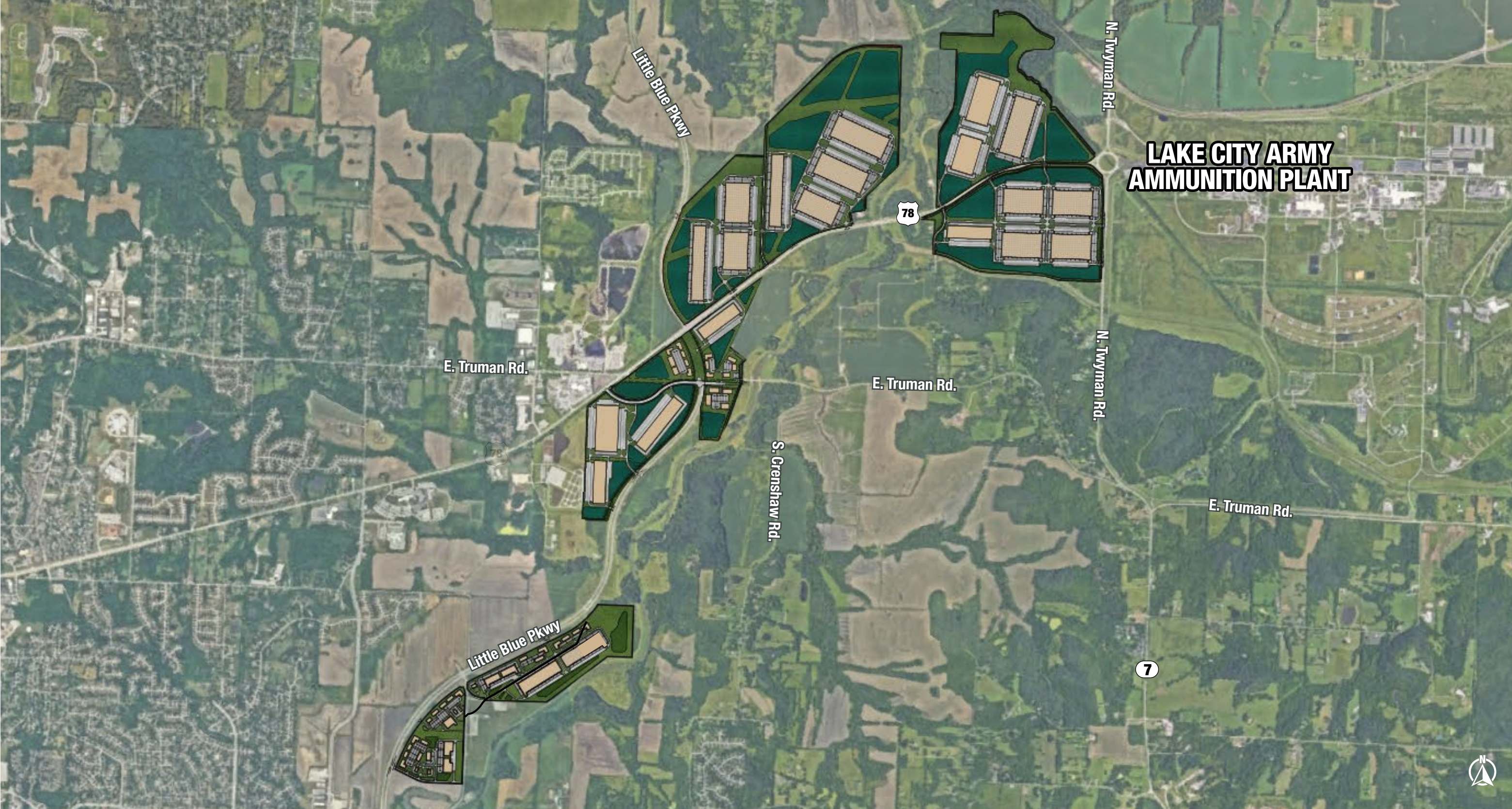


EASTGATE COMMERCE CENTER

Independence : Missouri

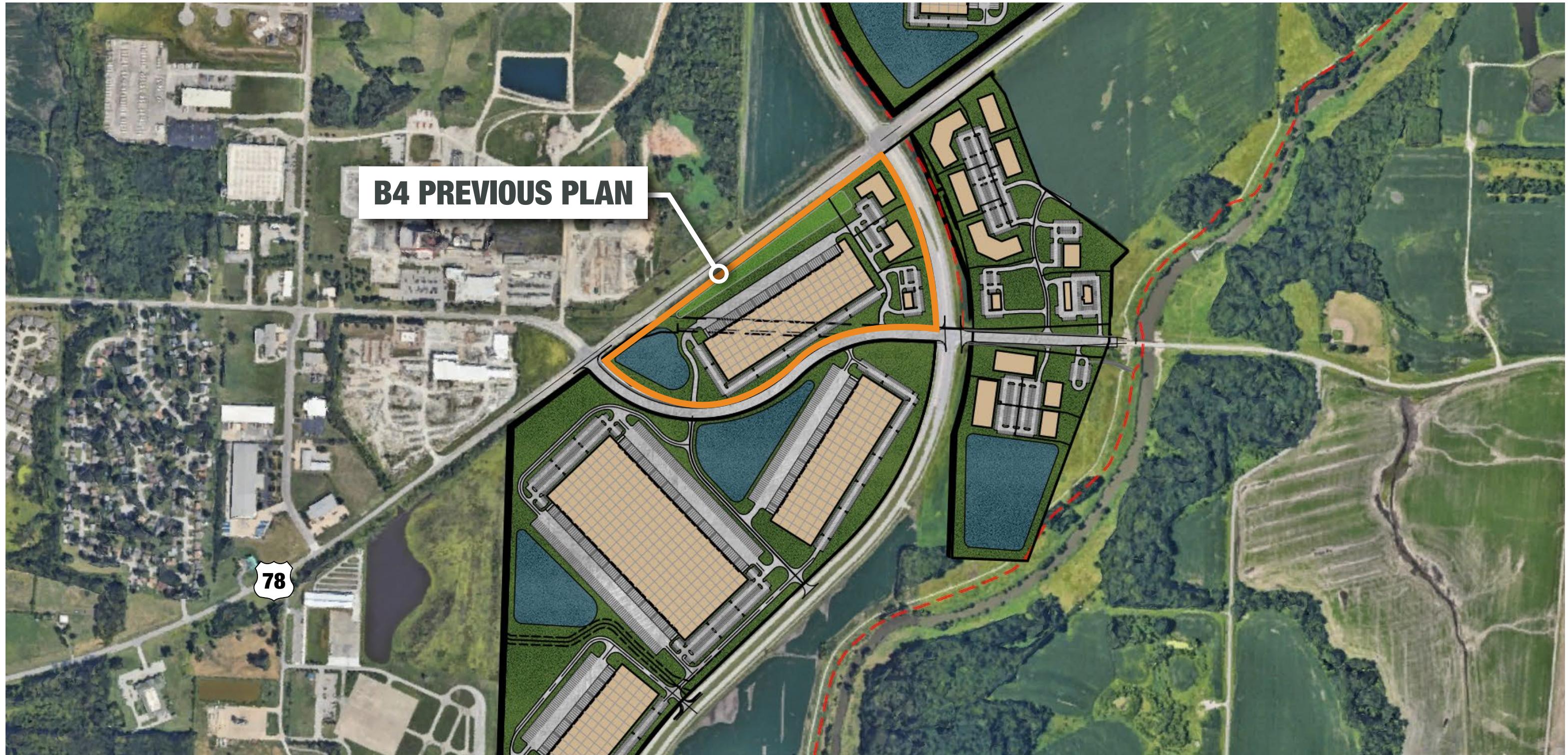


EASTGATE COMMERCE CENTER OVERALL MASTERPLAN



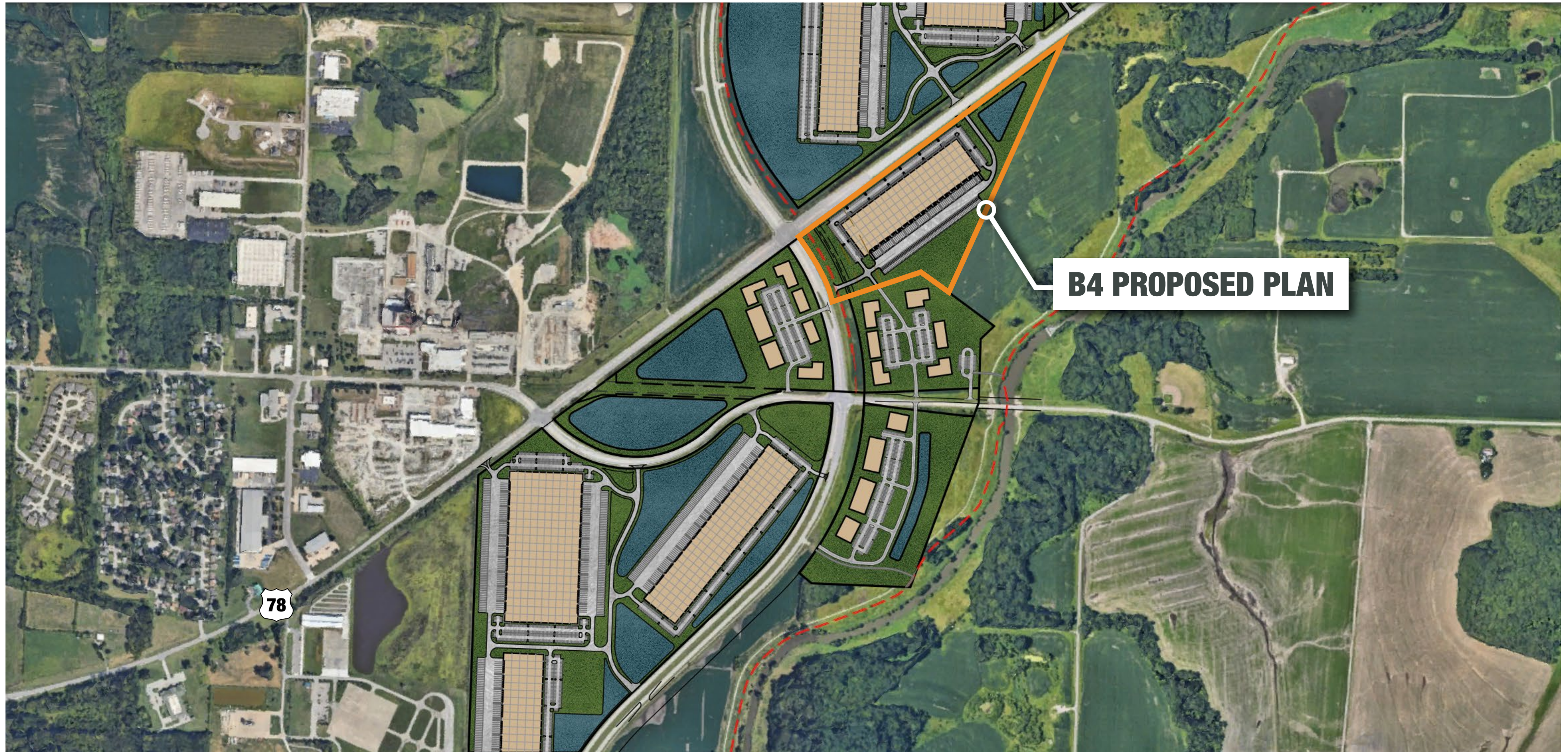
EASTGATE COMMERCE CENTER **BUILDING B4 RELOCATION**

PREVIOUSLY APPROVED SITE PLAN



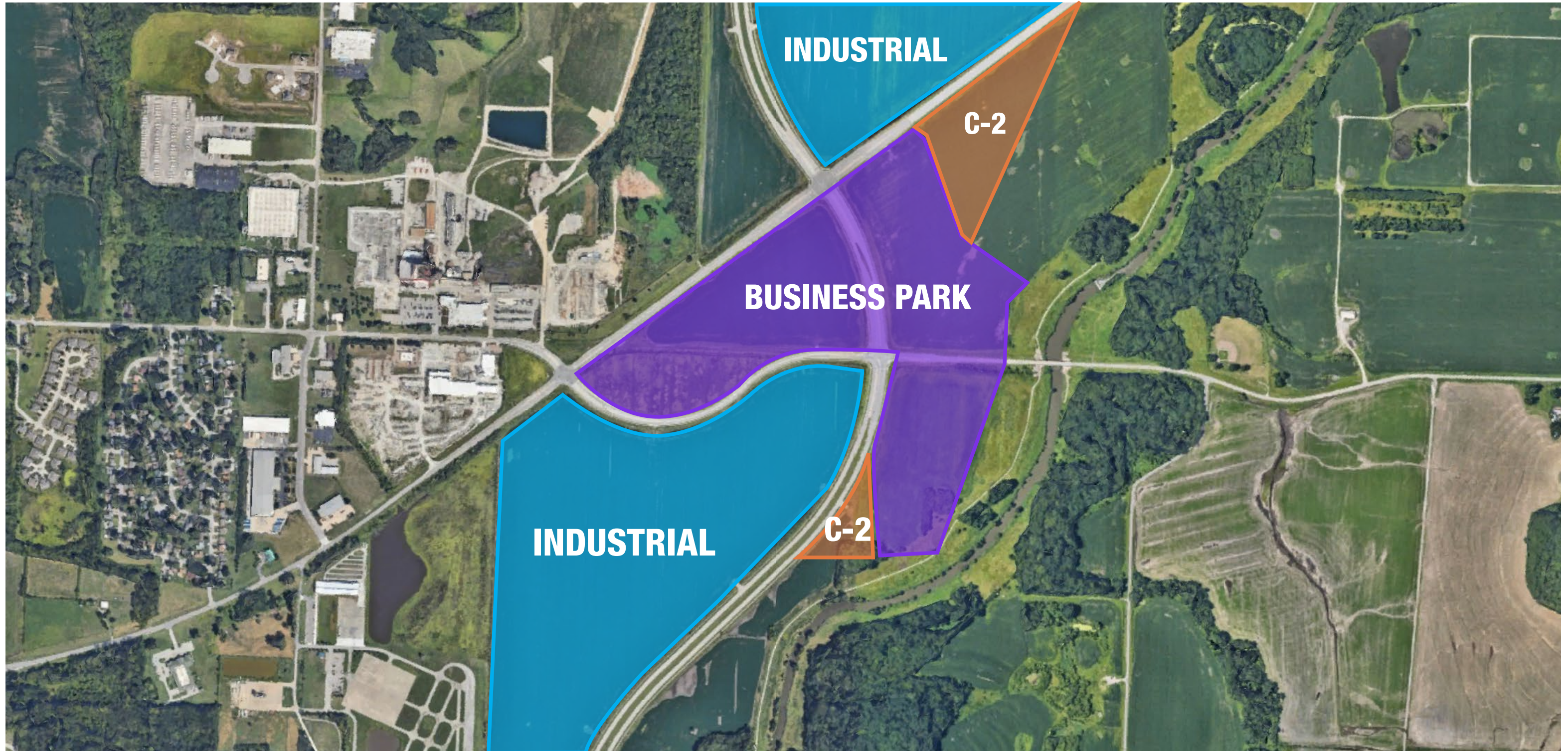
EASTGATE COMMERCE CENTER **BUILDING B4 RELOCATION**

PROPOSED SITE PLAN



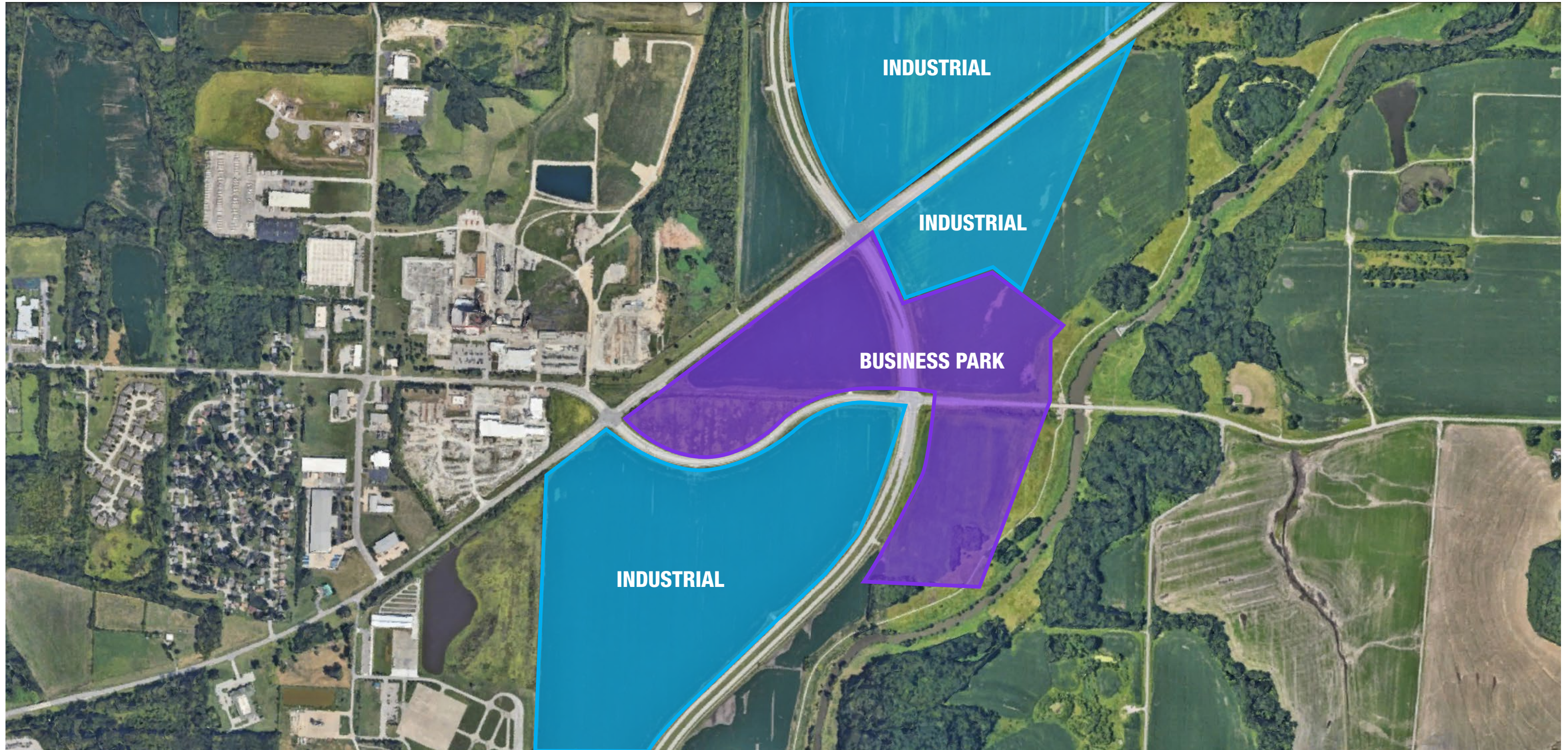
EASTGATE COMMERCE CENTER REZONING EXHIBIT

APPROVED/CURRENT ZONING

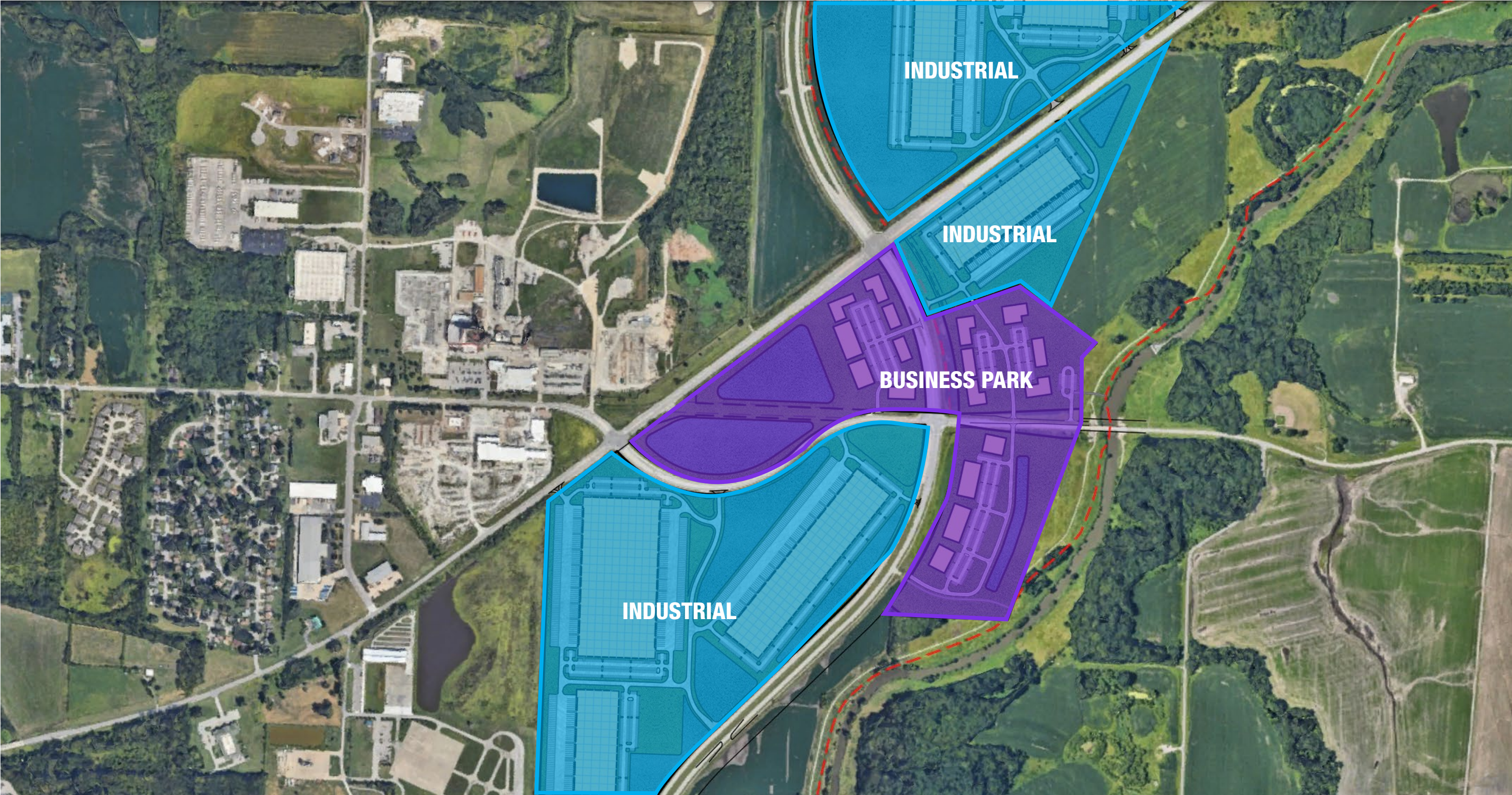


EASTGATE COMMERCE CENTER REZONING EXHIBIT

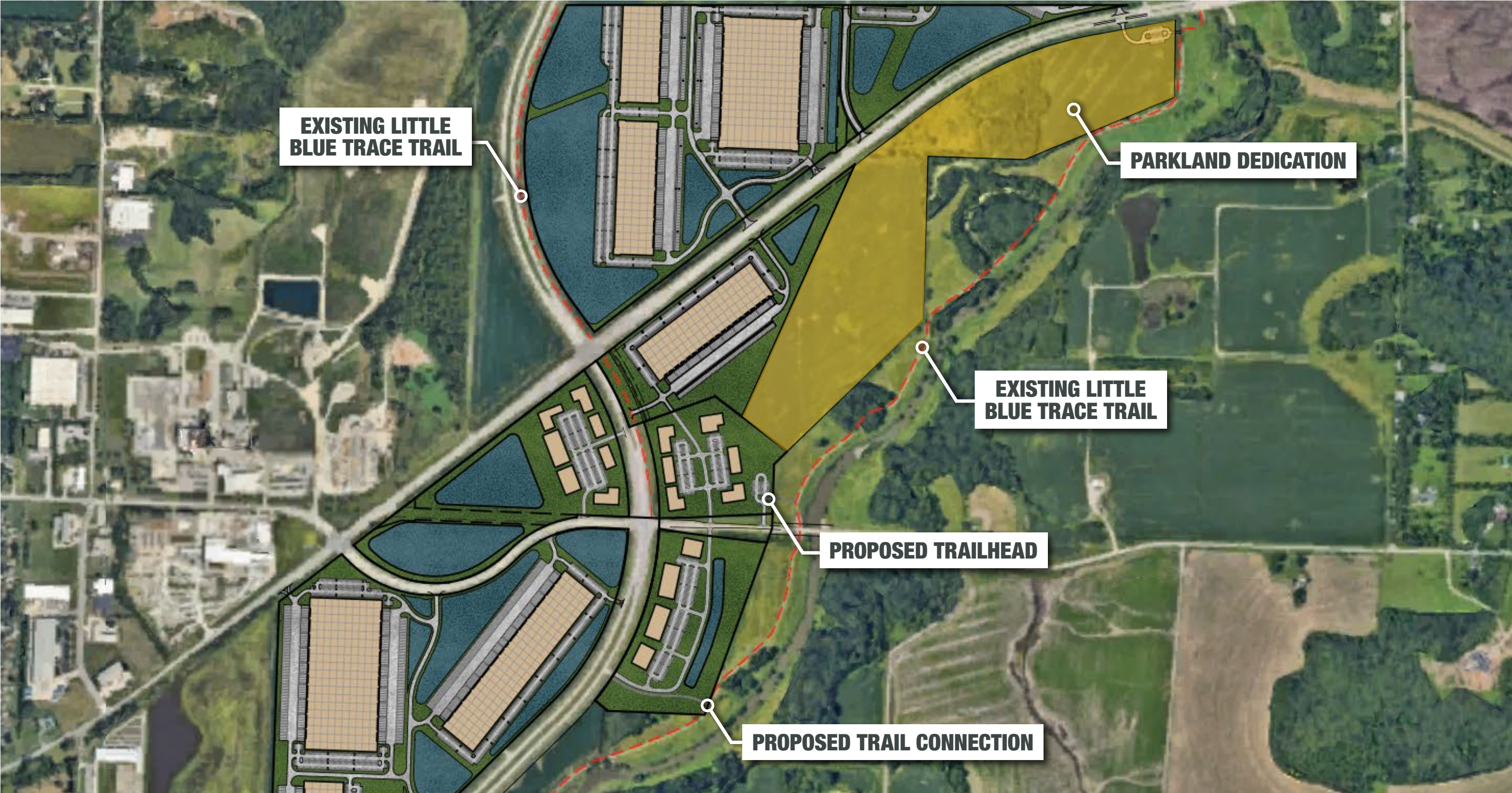
PROPOSED ZONING



EASTGATE COMMERCE CENTER
SITE PLAN - OVERALL PROPOSED



EASTGATE COMMERCE CENTER
TRAIL/PARKLAND SLIDE



City of Independence

AGENDA ITEM COVER SHEET

BILL NO. 24-007

Ord.No: 19531

Agenda Title:

24-007 2R An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453.

Recommendations:

Staff recommends approval of this item.

Executive Summary:

This ordinance will increase appropriations in the amount of \$1,710,679.39 in the 2023-24 Operating Budgets of various departments and funds for budget changes that occurred during the current fiscal year that have been requested by operating departments.

Background:

Background information for each individual appropriation adjustment is included in an attached document along with an appropriation adjustment amount, the source of funds for the appropriation adjustment and the location of where the appropriation adjustment will be recorded.

Fiscal Impact:

Increased appropriations due to increased revenues will result in \$0 net impact. Appropriations from the Unassigned Fund Balance will result in an impact of \$1,302,551.39 for the funds and departments listed below:

Department	Fund	Amount
PRT	004	206,753.36
Police	018	908,798.03
Fire	002	187,000.00
		\$1,302,679.39

Department:

Finance

Contact Person:

Cindy Gray

REVIEWERS:

Department	Action
City Clerk Department	Approved

Council Action:

Council Action:

ATTACHMENTS:

Description		Type
▣	Ordinance Adopting Amendments to FY 23-24	Ordinance
	Background	Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2023-2024 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19453.

WHEREAS, the adopted Operating and Capital budgets for the 2023-24 fiscal year were approved by the City Council by Ordinance No. 19453; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Increased appropriations in the amount of \$206,753.36 from the Tourism Unassigned Fund Balance (No. 004) for costs related to various tourism projects.

SECTION 2. Increased revenues in the amount of \$370,128 from grants and donations for Epidemiology and Laboratory Capacity Enhancing Detection Expansion in the Grants Fund (No. 015) and appropriated a total of \$370,128 in the Health and Animal Services Grants account in the Grants Fund (No. 015).

SECTION 3. Increased appropriations in the amount of \$908,798.03 from the Police Use Tax Unassigned Fund Balance (No. 018) for public safety projects.

SECTION 4. Increased appropriations in the amount of \$187,000 from the General Fund Unassigned Fund Balance (No. 002) for various recruitment services for the Fire Department.

SECTION 5. Increased appropriations in the amount of \$38,000 from bond issuance fees to be received in the General Fund (No. 002) for updates to the City's housing study.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient

City Counselor

to meet the obligation hereby incurred.

Source is: As Indicated Above

REVIEWED BY:

City Manager

Director of Finance and Administration
City of Independence, Missouri

City of Independence, Missouri
Supplemental Appropriation Ordinance
Fiscal Year 2023-24

Section 1:

Fund: Tourism Fund

Department: Parks Recreation & Tourism

Source: Fund Balance

Description: Various tourism projects within the Tourism Fund. Appropriations for the total amount totaling \$206,753.36 is requested.

Council previously approved a budget appropriation for \$25,000 for a pilot program to be completed in conjunction with the Independence Square Association and the City of Independence established for a project titled the Neighborhood Tourism Development Program to track data measuring economic impact of the events administered by the ISA. Additional appropriations in an amount of \$75,000.00 are requested from fund balance for FY2023-2024.
0046061-5226

Karen Hibbard was hired to perform an assessment of the Tourism Department, appropriations in an additional amount of \$25,000 are requested from fund balance for FY2023-2024.
0046061-5226

Council approved change order #3 for the Tourism & Museum Master Plan for on-call services related to development opportunities in the city. Appropriations in an additional amount of \$30,000 are requested from fund balance for FY2023-2024.
0046062-5226

The department incurred various expenses related to the moving of the National Frontiers Trail Museum. Appropriations in an additional amount of \$76,753.36 are requested from fund balance for FY2023-2024.

0046062-5206

0046062-5211

0046062-5212

0046062-5224

0046062-5226

0046062-5309

0046062-5312

0046062-5313

Section 2:

Fund: Grants Fund

Department: Health & Animal Services

Source: Increased Revenue – Grants &/or Donations

Description: Amendment to the contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Epidemiology and Laboratory Capacity Enhancing Detection Expansion Grant Program in the amount of \$370,128.
0154755-5101

Section 3:

Fund: Police Use Tax

Department: Police Department

Source: Fund Balance

Description: Council previously approved a contract with Axon Enterprise Incorporated for Body Worn Cameras, In-Car Video Equipment, Tasers, Records Management Software and various other products and services. Appropriations in the amount of \$908,798.03 are requested from fund balance for FY2023-2024.
0184571-5405

Section 4:

Fund: General Fund

Department: Fire Department

Source: Fund Balance

Description: Due to the retirements at the end of the prior fiscal year, appropriations for various recruitment services for the Fire Department in the amount of \$187,000 are requested from fund balance for FY2023-2024.
0024611-5226

Section 5:

Fund: General Fund

Department: Community Development

Source: Increased Revenue – Bond Issuance Fee

Description: As part of the City's standard for economic development projects when bonds are issued, the City and the Independence Development Authority levy a bond issuance fee based on the amount of the transaction. The approved uses for these funds are to further advance economic and community development of the City, including uses for advancing housing study objectives. The Community Development department requests additional appropriations in the amount of \$38,000 for FY2023-2024 for an update to the housing study.
0024401-5226

City of Independence

AGENDA ITEM COVER SHEET

BILL NO. 24-008

Ord.No: 19532

Agenda Title:

24-008 2R An Ordinance finding, determining, and declaring the necessity of acquiring general utility easements for the 24 Highway & River Water Main Replacement Project (Project No. 9749); 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.

Recommendations:

Council approval is recommended.

Executive Summary:

Approval of this ordinance will allow City Staff to proceed with easement acquisitions for the 24 Highway & River Water Main Replacement Project (No. 9749). This project will remove conflicts with other proposed infrastructure improvements and eliminate a water main that is currently in poor condition from the water distribution system. This project (No. 9749) is being done in conjunction with the 24 Highway Complete Streets Project - Phase 3 (No. 112212).

This is a budgeted capital expense.

Fiscal Impact:

The fiscal impact to the City for these easements is estimated at \$10,000. Funding for the Main Replacement Program (No. 9749) is included in the FY 24 adopted budget, page number 265, account number 0407040-5406 of the Municipal Services Water Fund 040.

Department: Municipal Services

Contact Person: Lisa Reynolds

REVIEWERS:**Department**

City Clerk Department

Action

Approved

Council Action:**Council Action:**

ATTACHMENTS:**Description****Type**

▯ Ordinance - 24 Hwy and River Water Main Replacement

Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING GENERAL UTILITY EASEMENTS FOR THE 24 HWY & RIVER WATER MAIN REPLACEMENT PROJECT (PROJECT NO. 9749); AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain general utility easements in accordance with the plans and specifications as approved for construction, operation and maintenance of 24 Hwy & River Water Main Replacement Project (No. 9749), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

WHEREAS, the City has authority by virtue of Section 82.240 of the Revised Statutes of the State of Missouri, 1969, as amended, and Section 1.3 and 1.4 of the Charter of the City of Independence, Missouri, revised August 8, 1978, to acquire private property by eminent domain proceedings for any public or municipal use, including the uses or purposes stated herein.

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

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation and maintenance of improved 24 Hwy & River Water Main Replacement Project (No. 9749) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading easements, general utility easements, and right of way for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 1

General Utility Easement

A tract of land, being part of Lot 6, Block 12, ROOSEVELT PARK, a subdivision in the City of Independence, Jackson County, Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 6, thence North 87°25'57" West along the North Right-of-Way line of US Highway 24, as now established, 16.12 feet to the Point of Beginning; Thence North 87°25'57" West, continuing along said North Right-of-Way line, 14.15 feet; Thence North 47°36'33" East, 44.93 feet to the West Right-of-Way line of N Cottage Ave, as now established; Thence South 05°19'18" West along said West Right-of-Way line, 14.86 feet; Thence South 47°36'33" West, 23.93 feet to the Point of Beginning.

Contains 344 square feet, more or less.

Tract 2:

General Utility Easement

A tract of land, being part of Lot 11, Block 12, ROOSEVELT PARK, a subdivision in the City of Independence, Jackson County, Missouri, being more particularly described as follows: Commencing at the Southwest corner of said Lot 11, thence North 05°20'58" East along the East Right-of-Way line of N River Blvd, as now established, 13.42 feet to the Point of Beginning. Thence North 05°20'58" East, continuing along said East Right-of-Way line, 13.50 feet; Thence South 42°25'57" East, 38.04 feet to the North Right-of-Way line of US Highway 24, as now established; Thence North 87°25'57" West along said North Right-of-Way line, 14.14 feet; Thence North 42°25'57" West, 18.96 feet to the Point of Beginning.

Contains 285 square feet, more or less.

Tract 3:

A tract of land, being part of the Southeast Quarter of Section 34, Township 50 North, Range 32 West, in the City of Independence, Jackson County, Missouri, being more particularly described as follows:

Commencing at the Southeast Corner of Lot 5, GIORGIAN COURT, a subdivision in the City of Independence, Jackson County, Missouri, thence South 87°25'46 East along the North Right-of-Way line of US Highway 24, 34.37 feet to the Point of Beginning; Thence North 47°34'08" East, 35.36 feet; Thence South 87°25'57" East, 342.49 feet; Thence South 05°20'56" West, 10.01 feet; Thence North 87°25'57" West, 222.20 feet; Thence South 02°34'04" West, 15.00 feet to said North Right-of-Way line; Thence North 87°25'57" West along said Right-of-Way line, 10.00 feet; Thence North 02°34'04" East, 15.00 feet; Thence North 87°25'57" West, 105.65 feet; Thence South 47°31'17" West, 21.20 feet to said North Right-of-Way line; Thence North 87°25'57" West along said Right-of-Way line, 14.17 feet to the Point of Beginning.

Contains 3,835 square feet, more or less.

SECTION 2. That the City Manager and his designates are hereby authorized and directed to negotiate with the owners of the properties herein described for the purchase of general utility easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction and grading easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and escrow agents pursuant to negotiated agreements for purchase of said general utility easements and temporary construction and grading easements, all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

BILL NO. 24-013

Ord.No: 19533

Agenda Title:

24-013 2R An ordinance authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Local Public Health Agency Accreditation Assistance Grant Program for the period of December 1, 2023, through November 30, 2024; accepting funds for the period in the amount of \$176,000.00; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations.

Recommendations:

Staff recommend approval of this item.

Executive Summary:

The Health and Animal Services Department has been provided an opportunity to receive funding for the Missouri Department of Health and Senior Services Local Public Health Accreditation Assistance Grant Program. This grant will provide for the reimbursement of qualified expenses up to \$176,000 from December 1, 2023, through November 30, 2024. Qualified expenses will include staff time to conduct assessments and purchase supplies.

Council approval of this item will authorize appropriation and spending of these dollars, which will then be reimbursed by the Missouri Department of Health and Senior Services. There are no matching funds required for this grant.

Fiscal Impact:

The fiscal impact to the City is \$176,000.00. The revenue will be deposited in the Grant Fund 015, account 015-4755-5101, page 97 of the Fiscal Year 23-24 adopted budget. There are no matching funds required for this grant.

Department: Health and Animal
Services

Contact Person: Christina Heinen

REVIEWERS:**Department**

City Clerk Department

Action

Approved

Council Action:**Council Action:**

ATTACHMENTS:**Description**

- ▣ Accreditation Grant Ordinance
- ▣ Accreditation Assistance Grant Contract

Type

Ordinance
Contract

BILL NO. _____

ORDINANCE NO. _____

An ordinance authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Local Public Health Agency Accreditation Assistance Grant Program for the period of December 1, 2023, through November 30, 2024; accepting funds for the period in the amount of \$176,000.00; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations.

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 December 1, 2023, through November 30, 2024; and,

WHEREAS, it has been determined by the Independence City Council to be in the best interest of the City to approve this Local Public Health Agency Accreditation Assistance 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 Seventy-Six Thousand and 00/100 Dollars (\$176,000.00) for the period of December 1, 2023, through November 30, 2024.

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.

SECTION 3. That the City Manager is hereby authorized to increase appropriations by the amount of any increased grant awards authorized by change order, extension, amendment or addendum for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

SECTION 4. That appropriations in the 2023-2024 Grant Fund Health Department Operating Budget are hereby increased by One Hundred Seventy-Six Thousand and 00/100 Dollars (\$333,687.00) from the revenue anticipated from the Contract for this Local Public Health Agency Accreditation Assistance Grant Program.

PASSED THIS _____ DAY OF _____, 2024, 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 # 55279	Contract Title: LOCAL PUBLIC HEALTH AGENCY ACCREDITATION ASSISTANCE	
Contract Start: 12/1/2023	Contract End: 11/30/2024	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

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	
111 E MAPLE ST P O BOX 1019	
CITY, STATE, and ZIP CODE	
INDEPENDENCE MO 64051	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****	UEI NUMBER: U5W1BFU54PJ3
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Local Public Health Agency Accreditation Assistance

1. GENERAL

- 1.1 The contract amount shall not exceed \$176,000.00 for the period of December 1, 2023 through November 30, 2024.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.4.1 Registration of business name (if applicable) with the Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>.
 - 1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.4.3 Taxes (e.g., city/county/state/federal)
 - 1.4.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.4.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.5 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Center for Local Public Health Services

Program Contact: Nicole Cooper

Address: 930 Wildwood Dr. Jefferson City, MO 65109

Phone: 573-526-6960

Email: Nicole.Cooper@health.mo.gov

2. PURPOSE

- 2.1 The purpose of this contract is to provide contracted funding support to the 115 local public health agencies (LPHAs) in the State of Missouri as they pursue public health accreditation or reaccreditation for their jurisdictions.

3. DELIVERABLES AND OUTCOMES

- 3.1 The Contractor must utilize funds to assist with pursuing accreditation and reaccreditation. Allowable items included in the scope of this contract include but are not limited to costs incurred in the pursuit of:
- 3.1.1 Community Health Assessments;
 - 3.1.2 Community Health Improvement Plans;
 - 3.1.3 Quality Improvement Plans;
 - 3.1.4 Performance Management Systems;
 - 3.1.5 Feedback and Communication Plans;
 - 3.1.6 Health Equity Intervention Plans;
 - 3.1.7 Software purchases supporting accreditation requirements;
 - 3.1.8 Contracting for strategic planning, community health assessments, quality improvement plan drafting, contracting for data analytics and visualization, and public health data collection, and other accreditation activities;
 - 3.1.9 The hiring of staff members, or reimbursement of staff time dedicated to accreditation activities;
 - 3.1.10 Fees associated with applying for accreditation under PHAB or MICH;
 - 3.1.11 Staff training required to meet a measurement identified in PHAB or MICH measures; and
 - 3.1.12 Any other activity related to steps to pursue or continue the path of accreditation and/or reaccreditation.
 - 3.1.13 Non-allowable items include the purchase or maintenance of equipment, costs associated with upgrading infrastructure.

4. REPORTS

4.1 The Contractor shall submit progress reports to the Department that shall include, but are not limited to, a description of the accreditation activities conducted within the jurisdiction, the impact or result of these accreditation activities, and a description of the planned next steps for the jurisdiction as they pursue accreditation.

4.1.1 The Contractor shall submit the progress reports to the Department as follows:

Time Period:	Due Date:
December 1 – May 30	June 30
June 1 – November 30	December 31

4.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

5. BUDGET AND ALLOWABLE COSTS

5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein.

5.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

5.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

5.4 Indirect costs

- 5.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the Contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 5.4.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1.
- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
- 5.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 5.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 5.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.
- 5.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
- 5.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 5.7 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

- 6.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

- 6.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 6.2 The Contractor shall invoice the Department using the Vendor Request for Payment form and an invoicing tool. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. The Contractor shall indicate an invoice number for each invoice submitted in the following format: ACCRmmmyy. For example, an invoice submitted for the month of March 2023 would have the following invoice number ACCR0323. The Department will provide the Vendor Request for Payment form and invoicing tool to the Contractor.
- 6.2 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 6.3 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 6.4 The Contractor shall submit invoices and reports to:

Missouri Department of Health and Senior Services
Division of Community and Public Health/Center for Local Public Health Services
P.O. Box 570
Jefferson City, MO 65102-0570.
EMAIL: CLPHSCONTRACTS@health.mo.gov
- 6.5 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 6.6 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 6.7 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

- 6.8 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 6.9 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 6.9.1 For payment by check, the Contractor shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check to:
- Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570
- 6.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.
- 6.11 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.
- 7. AMENDMENTS**
- 7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.
- 8. RENEWALS**
- 8.1 The parties may renew the agreement for three (3) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.
- 9. MONITORING**
- 9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

- 9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

- 10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

- 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 11.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the

patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

12. LIABILITY

- 12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by the Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 13.2 In accordance with the “Steven’s Amendment” in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.
- 14. AUTHORIZED PERSONNEL**
- 14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to

the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
- 14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND
- 14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 14.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
15. **ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS**

- 15.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 15.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 15.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 15.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

16. TERMINATION

- 16.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
- 16.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 16.1.2 A change in federal or state law relevant to this contract occurs; or
- 16.1.3 A material change of the parties to the contract occurs; or

- 16.1.4 By request of the Contractor.
- 16.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
 - 16.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 16.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 16.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

17. SUBCONTRACTING

- 17.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

- 17.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor, subawardee, and/or subcontractor of any tier shall not be liable when such contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:
- 17.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 17.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 17.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 17.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
 - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <https://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments).
 - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
 - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
 - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
 - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
- 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

SUBRECIPIENT SPECIAL CONDITIONS**1.12 Equipment**

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address				
2. Contract Number		3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
		From:	To:	
5. UEI Number	6. EIN	7. Report Type		
		<input type="checkbox"/> Annual <input type="checkbox"/> Final		
8. Transactions				
Contract Expenditures:				
8a. Total contract funds authorized:				
8b. Total expenditures:				
8c. Unspent balance of contract funds (line a minus b):				\$0.00
Match Requirements (if required by the contract):				
8d. Total match required:				
8e. Total match expenditures:				
8f. Remaining match to be provided (line d minus e):				\$0.00
9. Remarks: Attach any explanations deemed necessary.				
10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).				
11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor		11b. Telephone (Including Area Code)		11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor				11e. Date Report Submitted (MM/DD/YY)

City of Independence Health Department				
Completed By:	Christina Heinen	Date Completed:	11/28/2023	
Contact Email:	cheinen@indepmo.org	Contact Phone Number:	816-325-7019	
Accreditation Contract Budget				
		Budget Amount		Amount allowed for Indirect
Total Contract Amount		\$ 176,000.00		
Programmatic Operational Expenses (can be included in indirect)				
Personnel Services		\$ 90,000.00		\$ 90,000.00
Fringe Benefits		\$ 30,000.00		\$ 30,000.00
Supplies		\$ 12,000.00		\$ 12,000.00
Travel		\$ -		\$ -
Other		\$ 28,000.00		\$ 28,000.00
Contractual				
Subcontract #1	\$ -			\$ -
Subcontract #2	\$ -			\$ -
Subcontract #3	\$ -			\$ -
Subcontract #4	\$ -			\$ -
Subcontract #5	\$ -			\$ -
Subcontract #6	\$ -			\$ -
Contractual Total		\$ -	Total	\$ 160,000.00
Indirect (Administrative) Percent	10%	\$ 16,000.00		
Total Contract Budget		\$ 176,000.00		
Surplus/(Deficit)		\$ -		

Budget Narrative/Justification
Programmatic Operational Expenses
Personnel Services - include name, title, role, salary or hourly rate

Christina Heinen, Director, attendance at events/meetings/trainings, \$67/hr; Lauren Campbell, Public Health Manager, epidemiology, GIS mapping, data entry, data analysis, attendance at events, \$34/hr; Olivia Malay, Planner, data entry, work on emergency response plans, \$24/hr; Cooper Mangels, Epidemiologist, epidemiology, data entry, data analysis, \$26/hr; Terrell Sage, Public Health Specialist, data entry, data analysis, review of documents, \$23/hr; Halle Smith-Griffin, Public Health Specialist, data entry, review of documents, \$24/hr

Fringe Benefits - include fringe benefits as either a percentage or hourly rate for personnel listed above

Fringe benefits are calculated at 33%

Supplies - include all supply purchases including general office supplies, paper, pens, toner cartridges and program supplies, etc.

Supplies include the cost for printing, toner cartridges, and general office supplies.

Travel - include all travel anticipated and include hotel, meals, and mileage according to agency policy or CONUS rate (whichever is lower)

No travel costs are anticipated.

Other - include any other expenditures that cannot be classified above and include expense details (quantities, unit price, etc.)

Other includes the cost for mailing of the community health assessment to households, the fee for accreditation, and the fee to attend MAPP (Mobilizing Action through Planning and Partnership) strategic plan training. Software for data analysis and mapping GIS software for completing community health assessments

Contractual -include contractor name, period of performance, method of accountability, scope of work, estimated amount

Modified Total Direct Costs (MDTC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

The contractor is entitled to charge their negotiated rate. If you have an approved negotiated rate please contact CLPHSContracts@health.mo.gov as we will need to modify this document to allow the proper calculation of Indirect Cost. In lieu of using their federally negotiated indirect cost rate or if you do not have an approved federally negotiated rate, the contractor may opt to accept an indirect cost rate up to 10% of the modified total direct costs or the contractor may waive charging indirect costs. The alternative method cannot result in more indirect earnings for the contractor than their negotiated rate. If taking less than 10% MTDC for indirect please enter the percent into cell I21.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Local Public Health Agency Accreditation Assistance (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the Contractor must perform/provide each of the following. The Contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the Contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed, at minimum, by the Contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary	Date
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EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed by the Contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted:

(if known) _____

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by a Contractor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a Contractor that meets the definition of “Company” but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a Contractor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> . |

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the state.
- c. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the Contractor, the state may cancel the contract. At its sole discretion, the state may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide the state within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
- b. If the Contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the Contractor for any additional costs incurred thereby.
- d. The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a Contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor.

**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 #	55279	State: 0%	\$0.00	Federal: 100%	\$176,000.00
Contract Title:	LOCAL PUBLIC HEALTH AGENCY ACCREDITATION ASSISTANCE				
Contract Start:	12/1/2023	Contract End:	11/30/2024	Amend#: 00	Contract #:
Vendor Name:	CITY OF INDEPENDENCE HEALTH DEPARTMENT				

CFDA: 93.967	Research and Development: N		
CFDA Name:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH		
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES; CENTERS FOR DISEASE CONTROL AND PREVENTION		
Federal Award:	5NE11OE00072-02-00		
Federal Award Name:	STRENGTHENING U.S. PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS		
Federal Award Year: *	DHSS #: OE7201A2BP2	Federal Obligation:	\$176,000.00

* The Department will provide this information when it becomes available.

Project Description:

Funding will provide contracted funding support to the 115 local public health agencies (LPHAs) in the State of Missouri as they pursue public health accreditation or reaccreditation for their jurisdictions.



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



Paula F. Nickelson
Director

Michael L. Parson
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. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization;
3. Complete and sign the exhibit labeled Anti-Discrimination Against Israel Act Certification; and
4. Return the contract to:

Bureau of Procurement Services
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed blue page to the appropriate person within your organization. It explains the process for completing the Annual Subrecipient Information Form (ASIF).

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.

Enclosures

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.



Missouri Department of Health and Senior Services

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Paula F. Nickelson
Director

Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, primary financial executive, Board President, or authorized representative with knowledge of administrative operations of your organization/entity.

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to complete the Annual Subrecipient Information Form (ASIF). **Keep in mind the form is completed only once per calendar year for each twelve digit Unique Entity ID (UEI) number.** One submission will cover all contracts with DHSS issued under that specific UEI.

If you have not already done so this calendar year, complete and submit the ASIF within 15 calendar days.

You will need a Unique Entity ID (UEI) prior to completing the ASIF if your organization doesn't have one already. Information on the UEI can be found at the link below.

- There is not a "Save" feature. Prolonged periods of inactivity may cause your form to expire and the information will not be submitted.
- **A notice will appear if the form is successfully submitted** and you will have the opportunity to download a copy. This is the only report you will be able to produce. DHSS can confirm submission, but will not be able to reproduce the report.
- To complete the ASIF or find more information to assist you (including how get a UEI), go to www.health.mo.gov/asif

For questions concerning the ASIF call 573.751.6471 or email ASIF@health.mo.gov.

12/29/2023

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.

City of Independence

AGENDA ITEM COVER SHEET

BILL NO. 24-014

1R

Agenda Title:

24-014 1R An ordinance amending Article 25 of Chapter 18 of the City Code by enacting new sections to add requirements for tow services.

Recommendations:

Staff recommends approval of this ordinance.

Background:

On September 5, 2023, the City Council passed Resolution No X directing the City Manager to review City Code and any other policies or procedures currently in effect regarding tow service and to provide recommendations for further action related to these items.

On December 13, 2023, staff provided an overview of the City's existing tow regulations and policies and procedures. Staff recommended updating language to the current tow rotation regulations and amending the City Code to incorporate additional regulations and incorporate the regulations to State Statutes.

Staff researched best practices and Missouri State Statutes to strengthen the regulations of the tow service industry. A few of the notable changes include the methods of payment to be accepted by a tow service for retrieval fees, vehicle labeling requirements for tow trucks, the notification requirements to be provided to City departments prior to the removal of property by a tow company, vehicle labeling and other regulations.

Specifically, this amendment makes the following changes:

- Divides the requirements into Divisions for ease of use.
- Updates City Code references and the department administering the tow rotation.
- Division 2 is completed new. It outlines definitions and general requirements applicable to all tow service businesses and includes:

- o Vehicle labeling in accordance with Missouri State Statutes;
- o Prohibited acts of tow service businesses;
- o Requires tow service businesses to keep for 3 years statements of the

person authorizing the tow.

- o Outlines the minimum level of insurance for tow service businesses operating in the City.
- o Specifies the minimum hours of operation for a storage facility.
- o Outlines the acceptable method of payment to include cash, travelers check, money order, debit or credit card and any electronic/mobile payment.
- o Specifies the tow service business must give the vehicle owner/operator a written receipt and outlines the minimum information required on said receipt.
- o Outlines basic tow service business requirements.
- o Specifies every tow service business shall maintain a separate log or other document which shows for each motor vehicle that it has towed from a location within the city. This log shall be maintained for 3 years.

·Division 3 specifies a business license is required for any tow service business operating in the City, outlines the application and renewal process, compliance with applicable laws, and the license denial, suspension or revocation.

·Division 4 outlines the minimum requirements for tow vehicles and operators.

·Division 5 outlines the requirements for non-consent tows (i.e., the tow of vehicles from private property).

- o Requires the tow service business to contact the city's police department prior to removing a vehicle.
- o Specifies that the tow service business obtain written authorization from the property owner or the property manager or security manager of the real property prior to the tow.
- o Specifies the required warning sign to be posted on the property.

Department: Community
Development

Contact Person: Tom Scannell

REVIEWERS:

Department	Action
Community Development Department	Approved
Finance Department	Approved
City Managers Office	Approved
City Clerk Department	Approved

Council Action:

Council Action:

ATTACHMENTS:

Description

- ▣ Ordinance
- ▣ City Code Changes

Type

Ordinance
Backup Material

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 25 OF CHAPTER 18 OF THE CITY CODE BY
ENACTING NEW SECTIONS TO ADD REQUIREMENTS FOR TOW SERVICES.

WHEREAS, Article 25 of the Independence City Code regulates Abandoned Property and Tow Service; and,

WHEREAS, the City Council wishes to strengthen the operating standards for tow companies to protect the well-being of both Independence residents and that of the metropolitan region as a whole;

WHEREAS, it is necessary to enact regulations for tow service businesses in order to prevent such businesses from becoming detrimental to the safety and welfare of the inhabitants of the City and the persons patronizing such businesses; and

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

SECTION 1. That Article 25 of Chapter 18 of the “Code of the City of Independence, Missouri” is hereby amended as follows:

ARTICLE 25. ABANDONED PROPERTY AND TOW SERVICE

DIVISION 1. ABANDONED PROPERTY AND TOW SERVICE

Sec. 18.25.001. Abandoned property.

- A. For purposes of this article, "abandoned property" shall mean any unattended motor vehicle, trailer, all-terrain vehicle, outboard motor or vessel removed or subject to removal under the provisions of this article.
- B. It shall be unlawful for any person to leave or abandon any property upon the public street or highways, or upon any property owned, operated or leased by the Federal, State or local government or upon the private property of another without consent.

Sec. 18.25.002. Authority to impound abandoned property.

Members of the Police Department are hereby authorized to remove abandoned property to a place of safety or such lot as may be designated by the Chief of Police, at the cost of the owner, under the following circumstances:

- 1. Any abandoned property on the right-of-way of:
 - a. Any Interstate or State highway, left unattended for ten hours,
 - b. Any street or alley, left unattended for 48 hours.
- 2. Any unattended abandoned property illegally left standing on any highway, street, alley or bridge if the abandoned property is left in such a position or under such circumstances to obstruct the normal movement of traffic or constitute a safety hazard where there is no reasonable indication that the person in control of the property is arranging for its immediate control or removal.

3. Any abandoned property left unattended on private property for more than 48 hours in violation of signs posted advising of the parking limitation or left unattended on private property in such position or under such circumstances to constitute a safety hazard or unreasonably interfere with the use of the real property by the person in possession.
4. Any abandoned property which is reported as stolen or taken without the consent of the owner or for which there is probable cause to believe is evidence of a crime.
5. Any property in control of a person who is arrested for an offense for which the officer is required to take the person into custody and where such person is unable or unwilling to arrange for the property's timely removal.
6. Any abandoned property for which there is a lawful demand for towing and/or impoundment from another law enforcement or governmental agency.
7. Any abandoned property that is directly interfering with the maintenance, care or emergency use of the streets or highways of the City.
8. Any motor vehicle, trailer, hauling trailer, recreational vehicle/equipment, commercial vehicle/**equipment**, temporary storage container, rail car, semi-trailer or similar containers determined to be on real property in violations of City Code **Chapters 4 and 14, Section 4.01.002 (301.2 D), Section 4.01.002 (302.2 D.3.b.), Section 4.01.002 (302.2 D.3.c.), Section 4.01.002 (302.2 D.3.d) or Section 4.01.002 (302.2 D.3.e), after notice is given as required by that section. City Code.**

Sec. 18.25.003. Removal of debris at accident scenes.

Any person authorized to remove a vehicle involved in an accident, disabled or abandoned on the streets or highways of the City shall remove any glass or other material or substances resulting from the incident immediately upon removal of the vehicle.

Sec. 18.25.004. Unlawfully soliciting tow service.

- A. It shall be unlawful for any person to drive a wrecker or tow truck to, or stop at, any vehicle or person involved in an accident on the streets or highways of the City unless the person driving the wrecker or tow truck has been called to the scene by a law enforcement agency or the owner, operator or passenger (or person asked by them to call) of a vehicle involved in the accident.
- B. It shall be unlawful for any person to solicit, directly or indirectly, the business of towing, removing, repairing, trading or purchasing any vehicle involved in an accident or disabled on the streets or highways of the City. The presence of a person involved in the tow business as an owner, operator, employee or agent, at the scene of an accident or disabled vehicle within one hour after the accident or the vehicle becoming disabled, or was not a called to the scene by a law enforcement agency, or the owner, operator, passenger (or person asked by them to call) is prima facie evidence of soliciting in violation of this section.

Sec. 18.25.005. Tow rotation call list system.

- A. The **Community Development** Director **of Finance** is authorized and directed to establish and implement a tow rotation call list to equitably distribute the business of towing authorized under Section 18.25.002 and of vehicles involved in an accident or disabled when the persons in charge of the vehicle cannot or will not remove the vehicle themselves or select a wrecker or tow service of their own preference.
- B. The **Community Development** Director **of Finance** may impose reasonable regulations upon wrecker or tow service businesses desiring to be on the tow rotation call list, including requiring

applications, inspecting equipment, storage facilities, office areas, personnel, and financial responsibility and evaluating service and performance.

- C. The **Community Development** Director ~~of Finance~~ shall establish maximum charges that may be imposed for towing and storage services by those businesses on the tow rotation call list when response is made under the tow rotation system. In no event shall the City be responsible for any unpaid towing or storage charges when response is made under the tow rotation system.
- D. The **Community Development** Director ~~of Finance~~ may, after reasonable notice and hearing, remove a tow service provider from the tow rotation call list.
- E. The Chief of Police is directed to use the tow rotation call list to equitably distribute the business of towing authorized under Section 18.25.002 and of vehicles involved in an accident or disabled when the persons in charge or the vehicle cannot or will not remove the vehicle themselves or select a wrecker or tow service of their own preference and develop a system to document the calls for wrecker or tow service and record performance of the service providers.

Sec. 18.25.006. Penalties.

Any person who is found to have violated any provisions of this article, or who neglects or fails to comply with such provisions, shall be guilty of an ordinance violation, and upon conviction shall be fined not less than \$250.00 and not more than \$500.00, or punished by imprisonment of not more than 180 days, or punished by both such fine and imprisonment.

Secs. 18.25.007—18.25.~~999~~ **199**. Reserved.

DIVISION 2. GENERALLY

Sec. 18.25.200. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of Independence, Missouri.

City tow means all tows ordered by the City.

Cruising means operating a tow vehicle on a public highway at a slow rate of speed or parked in a parking area near an accident scene for the purpose of soliciting business along said highway or accident scene.

Director means the Director of Community Development or the director's designee.

Department means the Community Development Department.

Emergent tow means a City directed tow as outlined in Division 1 of Chapter 18, Article 25.

Highway means any highway, road, street or alley open to the use of the public for the purpose of vehicular traffic.

Motor vehicle or vehicle means:

- (1) Any motor vehicle designed primarily for the transportation of no more than ten persons, including the operator, and having a registered gross weight of 7,500 pounds or less; and**
- (2) Any motor vehicle designed primarily for the transportation of property, such as pick-up trucks and panel trucks, and having a registered gross weight of 7,500 pounds or less.**

Operating, operation of or to operate a tow vehicle means all acts and functions incident to the movement of a tow vehicle from place to place; as well as all acts involved in the undertaking of a tow, whether for hire or for personal or business use by the owner or individuals under the control of the owner of the tow vehicle; and the conducting of a business engaged in the operation of a tow vehicle.

Owner means any person who holds legal title to a vehicle or one who has the legal right to the control and possession thereof.

Person means any individual, assumed name entity, partnership, joint venture, association, corporation or other legal entity.

Retrieval fee means the compensation payable for the retrieval of a towed motor vehicle from a facility owned, operated, leased or used by a tow vehicle service, whether that facility is located within or beyond the city.

Storage fee means the compensation payable for the storage of a towed motor vehicle that has been stored at or in a facility owned, operated, leased or used by a tow vehicle service, whether that facility is located within or beyond the city.

Tow, tows or towing means the act of removing, by tow vehicle, a motor vehicle from public or privately-owned property. The mere preparation of a motor vehicle for removal by a tow vehicle or the attachment of a motor vehicle to a tow vehicle, or both, does not, for purposes of this chapter, constitute a "tow" or "towing."

Tow service business means any person, firm, association, corporation, partnership or organization engaged in the operation of one or more tow vehicles for a fee or as part of an auto salvage, auto repair or junk business.

Tow vehicle means any motor vehicle which is designed or equipped to or which does in fact provide any towing service, including but not limited to towing, pushing or car starting, for which a fee is charged or as part of an auto salvage, auto repair or junk business; except that vehicle transports or multicar hauling vehicles shall not be construed to mean tow vehicles for the purpose of this article; provided, however, rollback tow vehicles capable of towing two vehicles are not excluded from the definition of tow vehicles.

Tow vehicle operator means any individual who, as an employee of or otherwise for a tow service business, tows motor vehicles.

Towing fee means the compensation payable for the towing of a motor vehicle.

Sec. 18.25.201. Exceptions to article.

The provisions and prohibitions of this article shall not apply to any person who necessarily must act immediately to prevent death or bodily injury or extract a person from automobile wreckage.

Sec. 18.25.202. Penalty for violation of article.

Any person who is found to have violated any provisions of this article, or who neglects or fails to comply with such provisions, shall be guilty of an ordinance violation, and upon conviction shall be fined not less than \$250.00 and not more than \$500.00, or punished by imprisonment of not more than 180 days, or punished by both such fine and imprisonment.

Sec. 18.25.203. Vehicle labeling.

The name and business telephone number of the tow service business shall be legibly printed in letters not less than 3 inches high on each side of all tow vehicles in accordance with RSMO Section 304.158.

Sec. 18.25.204. Prohibited acts.

It shall be unlawful for the owner or operator of a tow vehicle to:

- (1) Move a motor vehicle involved in an accident or collision being investigated by the police unless such vehicle has been released by an authorized member of the police department.**
- (2) Stop at or proceed to the scene of an accident unless called to the scene, requested to stop, or flagged down by the owner or operator of a vehicle involved in an accident or requested to perform the service by a law enforcement officer or regulatory agency pursuant to that agency's procedures.**
- (3) Move any vehicle from a highway, street or public property without the express authorization of the owner or operator of the vehicle or a law enforcement officer or public agency pursuant to that agency's procedures.**
- (4) Tow any vehicle from a highway, street or public property to a location not authorized by the owner of the towed vehicle or member of the police department or other public agency.**

Sec. 18.25.205. Site cleanup.

Tow vehicle operators shall pick up and properly dispose of all vehicle parts, glass, and other debris deposited on the roadway or right of way as a result of an accident or vehicle break down, but only after receiving authorization to by a police officer at the scene.

Sec. 18.25.206. Authorization for tow.

- (a) Prior to the undertaking of any tow, the tow vehicle operator shall present the schedule of prices to the customer for their examination.**

Sec. 18.25.207. Statement required.

- (a) Prior to the undertaking of a tow, the tow vehicle operator shall obtain the name and the business, home or cellular telephone number of the person authorizing the tow. Such tow vehicle operator shall supply this information, upon request, to any law enforcement officer or representative of the department.**
- (b) All persons operating a tow vehicle shall keep in their possession a pad of printed statements containing their name and the address of their place of business and immediately after towing a vehicle shall prepare one of said printed statements in duplicate and furnish the original to the owner of the vehicle or to their authorized representative. The statement shall contain the following information:**
 - (1) The full name and address of the tow vehicle operator and driver number if applicable;**
 - (2) The state license plate number and unit number of the tow vehicle;**
 - (3) The state license number and the state vehicle identification number of the vehicle towed;**
 - (4) The total amount charged for towing, including the number of miles towed and the storage rate per day or price thereof; and**

(5) Any other information required by the director.

(c) A duplicate of each statement shall be retained by the tow vehicle operator for a period of three years and shall be exhibited by him upon demand by the director or their authorized representative.

Sec. 18.25.208. Insurance required.

All tow service businesses operating in the City shall obtain a policy of insurance from a company authorized to do business in the state or a bond of indemnity, acceptable to the director, with limits for bodily injury liability of at least \$1,000,000.00 for each person, \$1,000,000.00 for each accident and property damage liability of \$1,000,000.00 for each accident, garage keepers legal liability insurance with limits of \$150,000.00, on-hook liability policy of \$150,000.00, and workers' compensation insurance as required by state law.

Sec. 18.25.209. Hours of operation of storage facilities.

Any tow service business that tows a motor vehicle from a location within the city shall take the vehicle to a storage facility from which towed vehicles may be retrieved 24 hours a day, seven days a week.

Sec. 18.25.210. Methods of payment.

A tow business service, tow vehicle operator and storage facility operator shall accept payment for any towing fee, storage fee, retrieval fee and the "in lieu of towing" fee in each of the following ways:

- (1) Cash in United States currency;
- (2) Travelers' checks or money orders payable in United States currency;
- (3) Debit or credit card. There shall be no additional charge for the use of a debit and credit card; and
- (4) Any electronic and mobile payment service. There shall be no additional charge for the use of these services.

Sec. 18.25.211. Receipt.

Upon payment of all towing, storage and, if applicable, retrieval fees, the tow service business or storage facility operator, as the case may be, shall immediately give the vehicle owner or custodian a written receipt that contains the following information:

- (1) The name and address of the tow service business;
- (2) The address from which the vehicle was towed;
- (3) The date and time that the vehicle was towed;
- (4) The date and time that the vehicle entered the facility at which it was placed for storage;
- (5) An itemized list of all the fees that are being charged;
- (6) A signature of an authorized representative or property owner who requested the tow; and
- (7) A statement on the receipt that reads as follows: Please refer to Sections 18.25.210 and 18.25.211 of the Code of Ordinances of the City of Independence, Missouri for more information on payment options and receipt requirements regarding vehicle tows.

The receipt must be signed by the vehicle owner or custodian on the date that payment is made and a copy of the signed receipt must be given to the vehicle owner or custodian on the day the receipt is signed.

Sec. 18.25.212. Tow service business requirements.

A tow service business operating a tow vehicle pursuant to the authority granted in this chapter shall:

- (1) Have and occupy a verifiable business address; and
- (2) Have a fenced, secure, and lighted storage lot or an enclosed, secure building for the storage of motor vehicles; and
- (3) Be available 24 hours a day, seven days a week. Availability shall mean that an employee of the towing company or an answering service answered by a person is able to respond to a tow request; and
- (4) Maintain a valid insurance policy issued by an insurer authorized to do business in this state, or a bond or other acceptable surety providing coverage as outlined in Section 18.25.208; and
- (5) Provide workers' compensation insurance for all employees of the towing company if required by RSMo Section 287; and
- (6) Maintain current motor vehicle registrations on all tow vehicles currently operated within the tow service business fleet.
- (7) Maintain the business name, address and phone number on all tow vehicles operated within the tow service business fleet.

Sec. 18.25.213. Towing log or similar record.

Every tow service business shall maintain a separate log or other document which shall show, for each motor vehicle that it has towed from a location within the city, the following information:

- (1) The date and time that the vehicle was towed;
- (2) The tow vehicle operator's first and last name;
- (3) The name and the business, cellular or home phone telephone number of the person who ordered the tow;
- (4) The date and time that the vehicle entered the facility at which it was placed for storage;
- (5) The make, model, year, vehicle identification number and license plate number of the vehicle;
- (6) The address of the property from which the vehicle was removed;
- (7) The total mileage of the tow; and
- (8) The towing, retrieval and storage fees actually charged.

Such log or record shall be maintained for a period of at least three years from the date of each tow and shall be made available, during normal business hours, for inspection by the city. In addition, the portion of such log or record pertaining to a particular motor vehicle shall be made available, during normal business hours, for inspection by the owner of the vehicle.

Sec. 18.25.214. Miscellaneous.

- (a) The tow service business, at all times, is responsible for the conduct of their business and the acts and conduct of their employees and operators which is in violation of the provisions of this chapter or the regulations of the director.**
- (b) The tow service business, at all times, is responsible for all tow vehicles and the tow vehicles are maintained in a clean and serviceable condition and in adequate repair.**
- (c) No tow vehicle operator shall engage in cruising.**
- (d) No tow vehicle operator shall invite or permit loitering within or near their tow vehicle.**
- (e) No tow vehicle operator shall seek employment by repeatedly driving their vehicle to and from in a short space on any highway or otherwise interfering with the proper and orderly progress of traffic along a public highway.**
- (f) No tow vehicle operator shall report for another operator's tow.**
- (g) No tow vehicle operator shall solicit or attempt to divert prospective patrons of an emergent tow.**
- (h) No tow vehicle operator shall solicit or divert prospective patrons at a given garage in the city to any other garage.**
- (i) No tow vehicle operator shall solicit, demand or receive from any person, any pay or commission or emolument whatsoever except the proper fare for transporting the city or emergent tow in accordance with the schedule of charges as determined by the director.**
- (j) All tow service businesses shall promptly report all changes of address and or contact information to the director.**
- (k) A tow vehicle operator shall not remove a vehicle involved in an accident in which a person has been killed or seriously injured unless such vehicle has been released by a law enforcement officer.**

Sec. 18.25.215. Exemptions.

The provision of this chapter shall not be applicable to any person operating a tow vehicle under the terms of a written contract for a specific period of time with any person, firm or corporation to tow, transport, convey or move vehicles owned, controlled or in the custody of such person, firm or corporation to a specific location so designated, for consideration set forth in such contract; provided that the said person has in their possession at all times while towing, transporting, conveying or moving any such vehicle, such contract or an affidavit which shall recite the existence of the said contract, the name, address and phone number of the contracting parties, the term of the contract and the scope of services to be performed. Any person seeking exemption under this provision shall display such contract or affidavit when required to do so by any law enforcement officer.

Sec. 18.25.216. Informal disposition.

Nothing contained in this chapter shall preclude the informal disposition between the director and any person by stipulation, consent order or default, or by agreed settlement.

Sec. 18.25.217. Authority to prescribe additional rules and regulations.

The director is authorized to make and promulgate reasonable and necessary safety rules and regulations to carry out the provisions of this article. A copy of all such rules and regulations shall be on file with the director.

Secs. 18.25.218—18.25.299. Reserved.

DIVISION 3. BUSINESS LICENSE REQUIRED

Sec. 18.25.300. Business license required.

It shall be unlawful for any person to report for or make a tow in the City unless the tow service business has a valid business license in accordance with Chapter 5 of the City Code. Application for a business license shall be made by the tow service business on a form furnished by the City.

Sec. 18.25.301. Application for business license.

- A. Any tow service business desiring to operate a tow vehicle within the city shall make written application for a business license or the renewal thereof to the director, which application shall set forth the following:**
- (1) A full identification of the applicant and all persons interested in the registration number, if granted, including the residence, business and email address of the applicant, and of all members of any firm, association or partnership, and of all principal shareholders, officers, directors and managers of any corporation applying;**
 - (2) Whether or not the applicant has been convicted of violating any provision of the code or has ever had a certificate or registration number issued under this article revoked or suspended;**
 - (3) Whether or not the applicant has unpaid claims or unsatisfied judgments against him or it for damages resulting from the negligent operation of a vehicle;**
 - (4) The past experience, if any, that the applicant has had in rendering such tow service in the city and the period of time that the applicant has rendered such service;**
 - (5) That an applicant has sworn to the truthfulness and accuracy of the information provided on all forms and will abide by the provisions of this chapter. The applicant must provide positive identification as the person applying for such license.**
 - (6) Such further information as the director may reasonably require.**
 - (7) The full amount of the fees chargeable for such license.**
- B. At the time the application is submitted, the City shall issue a receipt to the applicant for the money paid in advance. Such receipt shall not be construed as the approval of the City for the issuance of a license, nor shall it entitle or authorize the applicant to open or maintain any business contrary to the provisions of this chapter.**
- C. The applicant shall submit application for renewal of the license annually at the time specified in City Code Section 5.01.014 of this chapter. Such application for renewal shall include a written statement upon forms provided that the information submitted on the application form is true and correct.**

D. When the City upon considering and applying the general standards set out in this chapter in City Code Section 5.01.018 determines that an applicant for a license, or for a renewal of a license, is not qualified under such provisions, the application shall be denied.

Sec. 18.25.302. License year, when fees are paid, expiration, renewal of license.

A business license shall be valid as prescribed in chapter 5 of the City Code.

Sec. 18.25.303. Submitting false information.

Any false statement or misrepresentation of a material fact, made by an applicant for the purpose of securing a tow service business license, or any renewal thereof, shall be deemed good and sufficient cause for refusal to grant, or, if granted, for revocation of a business license.

Sec. 18.25.304. Compliance with applicable laws.

Every tow service business operating in the City shall comply with all city, state and federal laws. Failure to do so will justify suspension or revocation of the tow service business by the director.

Sec. 18.25.305. License denial, suspension or revocation; right to appeal.

A. No business license may be denied, suspended, revoked or the renewal thereof denied unless notice and an opportunity to be heard is given the holder of the business license in accordance with the notice provisions set forth in Chapter 5 of the City Code, as applicable.

B. The applicant has the right to appeal in accordance with the provisions set forth in Chapter 5 of the City Code, as applicable.

Secs. 18.25.306—18.25.399. Reserved.

DIVISION 4. OPERATORS' AND EQUIPMENT REQUIREMENTS AND QUALIFICATIONS

Sec. 18.25.400. Vehicles generally.

It shall be unlawful for any person to operate or allow or cause to be operated any tow vehicle, either for a fee or as part of any auto salvage, auto repair or junk business within the city, unless said vehicle has a current, approved department of transportation (DOT) inspection certificate.

Sec. 18.25.401. Vehicles listed on business license.

All tow service businesses with a valid business license shall list all tow service vehicles utilized by said business. It shall be unlawful for any person to operate or allow or cause to be operated any tow vehicle, either for a fee or as part of any auto salvage, auto repair or junk business within the city, unless said vehicle is listed on the City of Independence business license.

Sec. 18.25.402. Operators listed on business license.

It shall be unlawful for any person, other than a tow business owner, to report for and make a tow unless the operator is listed on the City of Independence business license.

Sec. 18.25.403. Requirements for tow vehicle operators.

(a) Any person who is listed as an operator for a licensed tow service business shall meet the following criteria:

(1) Be 18 years of age or older; and

- (2) Shall not have any active municipal warrants; and
- (3) Have a current commercial driver's license issued by the state pursuant to the licensing requirements of RSMO Chapter 302 or have a comparable commercial driver's license that is current and has been issued by another state.

Sec. 18.25.404. Background investigation.

After a tow service business has filed a complete list of all tow vehicle operators with the director, the director shall cause the tow vehicle operators to be investigated. The background investigation shall include a review of all records available. The background investigation shall also include an investigation of the applicant's background of everything listed under City Code Sections 18.25.403 and 18.25.214 of this division.

Secs. 18.25.405—18.25.499. Reserved.

DIVISION 5. NONCONSENT TOW

Sec. 18.25.500. Applicability.

This division applies:

- (1) To the towing, by a tow service business, of motor vehicles from privately-owned property within the city without the consent of the vehicle owner or duly authorized driver or a law enforcement officer being present;
 - (i) For purposes of this subsection, a duly authorized driver has permission or written authorization from the vehicle owner.
- (2) To the fees that are charged for such towing of vehicles; and
- (3) To the fees that are charged for the storage and retrieval of such towed vehicles.

The division does not apply to the towing of motor vehicles identified in Section 18.25.002. from public streets and other locations within the city that is performed pursuant to an ordinance or contract with the city, or to the storage of such vehicles.

Sec. 18.25.501. Towing regulations.

- (a) Except for the removal of motor vehicles authorized by the City, a towing company shall not remove or commence the removal of motor vehicles from private property without first obtaining written authorization from the property owner or lessee in lawful possession or the property manager or security manager of the real property, who must be present at the time of removal or commencement of the removal. A property manager or security manager must be a full-time employee of the business entity. All written authorizations shall be maintained for at least three years by the towing company. General authorization to remove or commence removal of motor vehicles at the towing company's discretion shall not be delegated to a towing company or its affiliates except in the case of motor vehicles unlawfully parked within 15 feet of a fire hydrant or in a fire lane designated by a fire department or the state fire marshal as required by RSMo Section 304.158.

Sec. 18.25.502. Notice of tow.

Prior to towing any motor vehicle, the tow service business or operator shall contact the city's police department and provide the following information:

- (1) The name of the tow service business and operator;

- (2) A description of the vehicle to be towed, including its year, make, model, vehicle identification number and license plate number;
- (3) The date and time of the tow;
- (4) The address of the location from which the vehicle is being towed; and
- (5) The name and address of the facility to which the vehicle is to be delivered and stored, and from which the vehicle may be retrieved.
- (6) If the vehicle to be towed is reported as stolen the tow company shall not remove the vehicle and provide the location and vehicle description to Police.

Sec. 18.25.503. Warning signs.

It shall be unlawful for any tow service business or tow vehicle operator to tow a motor vehicle unless the area in which the vehicle is parked has been posted by a sign, in plain view, at each entrance and exit that has been permanently installed for a minimum of 24 hours prior to any vehicle being removed. The legible sign shall be a minimum of 17 inches by 22 inches in size with lettering not less than one inch in height and posted so that the bottom of the sign is at least 36 inches, but no more than 72 inches off the ground and shall include:

- (1) A pictorial symbol of a tow vehicle;
- (2) A statement to the effect that any trespassing motor vehicle within the area is subject to towing and storage at the expense of the vehicle owner;
- (3) If applicable, the hours and days of the week when trespassing vehicles are subject to towing;
- (4) A telephone number, other than that of the police department, that may be called and answered 24 hours a day for information regarding the retrieval of a towed vehicle; and
- (5) The maximum fee that will be charged for a towing fee, storage fee, retrieval fee and in lieu of towing fee.

Provided, that the requirements of this section shall not apply to areas providing parking for single-family, two-family and townhouse dwellings, as such dwellings are defined in the city zoning ordinance.

Sec. 18.25.504. Penalties.

Any person who is found to have violated any provisions of this article, or who neglects or fails to comply with such provisions, shall be guilty of an ordinance violation, and upon conviction shall be fined not less than \$250.00 and not more than \$500.00, or punished by imprisonment of not more than 180 days, or punished by both such fine and imprisonment.

Secs. 18.25.505—18.25.599. Reserved.

SECTION 3. That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

PASSED THIS ____ DAY OF _____, 2024, 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: Text ~~struck through~~ and **bolded** are being removed by this Ordinance and words underscored and **bolded** are being added by this Ordinance.

ARTICLE 25. ABANDONED PROPERTY AND TOW SERVICE

DIVISION 1. ABANDONED PROPERTY AND TOW SERVICE

Sec. 18.25.001. Abandoned property.

- A. For purposes of this article, "abandoned property" shall mean any unattended motor vehicle, trailer, all-terrain vehicle, outboard motor or vessel removed or subject to removal under the provisions of this article.
- B. It shall be unlawful for any person to leave or abandon any property upon the public street or highways, or upon any property owned, operated or leased by the Federal, State or local government or upon the private property of another without consent.

Sec. 18.25.002. Authority to impound abandoned property.

Members of the Police Department are hereby authorized to remove abandoned property to a place of safety or such lot as may be designated by the Chief of Police, at the cost of the owner, under the following circumstances:

1. Any abandoned property on the right-of-way of:
 - a. Any Interstate or State highway, left unattended for ten hours,
 - b. Any street or alley, left unattended for 48 hours.
2. Any unattended abandoned property illegally left standing on any highway, street, alley or bridge if the abandoned property is left in such a position or under such circumstances to obstruct the normal movement of traffic or constitute a safety hazard where there is no reasonable indication that the person in control of the property is arranging for its immediate control or removal.
3. Any abandoned property left unattended on private property for more than 48 hours in violation of signs posted advising of the parking limitation or left unattended on private property in such position or under such circumstances to constitute a safety hazard or unreasonably interfere with the use of the real property by the person in possession.
4. Any abandoned property which is reported as stolen or taken without the consent of the owner or for which there is probable cause to believe is evidence of a crime.
5. Any property in control of a person who is arrested for an offense for which the officer is required to take the person into custody and where such person is unable or unwilling to arrange for the property's timely removal.
6. Any abandoned property for which there is a lawful demand for towing and/or impoundment from another law enforcement or governmental agency.
7. Any abandoned property that is directly interfering with the maintenance, care or emergency use of the streets or highways of the City.
8. Any motor vehicle, trailer, hauling trailer, recreational vehicle/equipment, commercial vehicle, temporary storage container, rail car, semi-trailer or similar containers determined to be on real property in violations of City Code **Chapters 4 and 14. Section 4.01.002 (301.2 D), Section 4.01.002 (302.2 D.3.b.), Section 4.01.002 (302.2 D.3.c.), Section 4.01.002 (302.2 D.3.d) or Section 4.01.002 (302.2 D.3.e), after notice is given as required by that section. City Code.**

Sec. 18.25.003. Removal of debris at accident scenes.

Any person authorized to remove a vehicle involved in an accident, disabled or abandoned on the streets or highways of the City shall remove any glass or other material or substances resulting from the incident immediately upon removal of the vehicle.

Sec. 18.25.004. Unlawfully soliciting tow service.

- A. It shall be unlawful for any person to drive a wrecker or tow truck to, or stop at, any vehicle or person involved in an accident on the streets or highways of the City unless the person driving the wrecker or tow truck has been called to the scene by a law enforcement agency or the owner, operator or passenger (or person asked by them to call) of a vehicle involved in the accident.
- B. It shall be unlawful for any person to solicit, directly or indirectly, the business of towing, removing, repairing, trading or purchasing any vehicle involved in an accident or disabled on the streets or highways of the City. The presence of a person involved in the tow business as an owner, operator, employee or agent, at the scene of an accident or disabled vehicle within one hour after the accident or the vehicle becoming disabled, or was not a called to the scene by a law enforcement agency, or the owner, operator, passenger (or person asked by them to call) is prima facie evidence of soliciting in violation of this section.

Sec. 18.25.005. Tow rotation call list system.

- A. The Community Development Director ~~of Finance~~ is authorized and directed to establish and implement a tow rotation call list to equitably distribute the business of towing authorized under Section 18.25.002 and of vehicles involved in an accident or disabled when the persons in charge of the vehicle cannot or will not remove the vehicle themselves or select a wrecker or tow service of their own preference.
- B. The Community Development Director ~~of Finance~~ may impose reasonable regulations upon wrecker or tow service businesses desiring to be on the tow rotation call list, including requiring applications, inspecting equipment, storage facilities, office areas, personnel, and financial responsibility and evaluating service and performance.
- C. The Community Development Director ~~of Finance~~ shall establish maximum charges that may be imposed for towing and storage services by those businesses on the tow rotation call list when response is made under the tow rotation system. In no event shall the City be responsible for any unpaid towing or storage charges when response is made under the tow rotation system.
- D. The Community Development Director ~~of Finance~~ may, after reasonable notice and hearing, remove a tow service provider from the tow rotation call list.
- E. The Chief of Police is directed to use the tow rotation call list to equitably distribute the business of towing authorized under Section 18.25.002 and of vehicles involved in an accident or disabled when the persons in charge or the vehicle cannot or will not remove the vehicle themselves or select a wrecker or tow service of their own preference and develop a system to document the calls for wrecker or tow service and record performance of the service providers.

Sec. 18.25.006. Penalties.

Any person who is found to have violated any provisions of this article, or who neglects or fails to comply with such provisions, shall be guilty of an ordinance violation, and upon conviction shall be fined not less than \$250.00 and not more than \$500.00, or punished by imprisonment of not more than 180 days, or punished by both such fine and imprisonment.

Secs. 18.25.007—18.25.499-199. Reserved.

DIVISION 2. GENERALLY

Sec. 18.25.200. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of Independence, Missouri.

City tow means all tows ordered by the City.

Cruising means operating a tow vehicle on a public highway at a slow rate of speed or parked in a parking area near an accident scene for the purpose of soliciting business along said highway or accident scene.

Director means the Director of Community Development or the director's designee.

Department means the Community Development Department.

Emergent tow means a City directed tow as outlined in Division 1 of Chapter 18, Article 25.

Highway means any highway, road, street or alley open to the use of the public for the purpose of vehicular traffic.

Motor vehicle or vehicle means:

- (1) Any motor vehicle designed primarily for the transportation of no more than ten persons, including the operator, and having a registered gross weight of 7,500 pounds or less; and
- (2) Any motor vehicle designed primarily for the transportation of property, such as pick-up trucks and panel trucks, and having a registered gross weight of 7,500 pounds or less.

Operating, operation of or to operate a tow vehicle means all acts and functions incident to the movement of a tow vehicle from place to place; as well as all acts involved in the undertaking of a tow, whether for hire or for personal or business use by the owner or individuals under the control of the owner of the tow vehicle; and the conducting of a business engaged in the operation of a tow vehicle.

Owner means any person who holds legal title to a vehicle or one who has the legal right to the control and possession thereof.

Person means any individual, assumed name entity, partnership, joint venture, association, corporation or other legal entity.

Retrieval fee means the compensation payable for the retrieval of a towed motor vehicle from a facility owned, operated, leased or used by a tow vehicle service, whether that facility is located within or beyond the city.

Storage fee means the compensation payable for the storage of a towed motor vehicle that has been stored at or in a facility owned, operated, leased or used by a tow vehicle service, whether that facility is located within or beyond the city.

Tow, tows or towing means the act of removing, by tow vehicle, a motor vehicle from public or privately-owned property. The mere preparation of a motor vehicle for removal by a tow vehicle or the attachment of a motor vehicle to a tow vehicle, or both, does not, for purposes of this chapter, constitute a "tow" or "towing."

Tow service business means any person, firm, association, corporation, partnership or organization engaged in the operation of one or more tow vehicles for a fee or as part of an auto salvage, auto repair or junk business.

Tow vehicle means any motor vehicle which is designed or equipped to or which does in fact provide any towing service, including but not limited to towing, pushing or car starting, for which a fee is charged or as part of an auto salvage, auto repair or junk business; except that vehicle transports or multicar hauling vehicles shall

not be construed to mean tow vehicles for the purpose of this article; provided, however, rollback tow vehicles capable of towing two vehicles are not excluded from the definition of tow vehicles.

Tow vehicle operator means any individual who, as an employee of or otherwise for a tow service business, tows motor vehicles.

Towing fee means the compensation payable for the towing of a motor vehicle.

Sec. 18.25.201. Exceptions to article.

The provisions and prohibitions of this article shall not apply to any person who necessarily must act immediately to prevent death or bodily injury or extract a person from automobile wreckage.

Sec. 18.25.202. Penalty for violation of article.

Any person who is found to have violated any provisions of this article, or who neglects or fails to comply with such provisions, shall be guilty of an ordinance violation, and upon conviction shall be fined not less than \$250.00 and not more than \$500.00, or punished by imprisonment of not more than 180 days, or punished by both such fine and imprisonment.

Sec. 18.25.203. Vehicle labeling.

The name and business telephone number of the tow service business shall be legibly printed in letters not less than 3 inches high on each side of all tow vehicles in accordance with RSMO Section 304.158.

Sec. 18.25.204. Prohibited acts.

It shall be unlawful for the owner or operator of a tow vehicle to:

- (1) Move a motor vehicle involved in an accident or collision being investigated by the police unless such vehicle has been released by an authorized member of the police department.
- (2) Stop at or proceed to the scene of an accident unless called to the scene, requested to stop, or flagged down by the owner or operator of a vehicle involved in an accident or requested to perform the service by a law enforcement officer or regulatory agency pursuant to that agency's procedures.
- (3) Move any vehicle from a highway, street or public property without the express authorization of the owner or operator of the vehicle or a law enforcement officer or public agency pursuant to that agency's procedures.
- (4) Tow any vehicle from a highway, street or public property to a location not authorized by the owner of the towed vehicle or member of the police department or other public agency.

Sec. 18.25.205. Site cleanup.

Tow vehicle operators shall pick up and properly dispose of all vehicle parts, glass, and other debris deposited on the roadway or right of way as a result of an accident or vehicle break down, but only after receiving authorization to by a police officer at the scene.

Sec. 18.25.206. Authorization for tow.

- (a) Prior to the undertaking of any tow, the tow vehicle operator shall present the schedule of prices to the customer for their examination.

Sec. 18.25.207. Statement required.

- (a) Prior to the undertaking of a tow, the tow vehicle operator shall obtain the name and the business, home or cellular telephone number of the person authorizing the tow. Such tow vehicle operator shall supply this information, upon request, to any law enforcement officer or representative of the department.**
- (b) All persons operating a tow vehicle shall keep in their possession a pad of printed statements containing their name and the address of their place of business and immediately after towing a vehicle shall prepare one of said printed statements in duplicate and furnish the original to the owner of the vehicle or to their authorized representative. The statement shall contain the following information:**
 - (1) The full name and address of the tow vehicle operator and driver number if applicable;**
 - (2) The state license plate number and unit number of the tow vehicle;**
 - (3) The state license number and the state vehicle identification number of the vehicle towed;**
 - (4) The total amount charged for towing, including the number of miles towed and the storage rate per day or price thereof; and**
 - (5) Any other information required by the director.**
- (c) A duplicate of each statement shall be retained by the tow vehicle operator for a period of three years and shall be exhibited by him upon demand by the director or their authorized representative.**

Sec. 18.25.208. Insurance required.

All tow service businesses operating in the City shall obtain a policy of insurance from a company authorized to do business in the state or a bond of indemnity, acceptable to the director, with limits for bodily injury liability of at least \$1,000,000.00 for each person, \$1,000,000.00 for each accident and property damage liability of \$1,000,000.00 for each accident, garage keepers legal liability insurance with limits of \$150,000.00, on-hook liability policy of \$150,000.00, and workers' compensation insurance as required by state law.

Sec. 18.25.209. Hours of operation of storage facilities.

Any tow service business that tows a motor vehicle from a location within the city shall take the vehicle to a storage facility from which towed vehicles may be retrieved 24 hours a day, seven days a week.

Sec. 18.25.210. Methods of payment.

A tow business service, tow vehicle operator and storage facility operator shall accept payment for any towing fee, storage fee, retrieval fee and the "in lieu of towing" fee in each of the following ways:

- (1) Cash in United States currency;**
- (2) Travelers' checks or money orders payable in United States currency;**
- (3) Debit or credit card. There shall be no additional charge for the use of a debit and credit card; and**
- (4) Any electronic and mobile payment service. There shall be no additional charge for the use of these services.**

Sec. 18.25.211. Receipt.

Upon payment of all towing, storage and, if applicable, retrieval fees, the tow service business or storage facility operator, as the case may be, shall immediately give the vehicle owner or custodian a written receipt that contains the following information:

- (1) The name and address of the tow service business;**
- (2) The address from which the vehicle was towed;**

-
- (3) The date and time that the vehicle was towed;
 - (4) The date and time that the vehicle entered the facility at which it was placed for storage;
 - (5) An itemized list of all the fees that are being charged;
 - (6) A signature of an authorized representative or property owner who requested the tow; and
 - (7) A statement on the receipt that reads as follows: Please refer to Sections 18.25.210 and 18.25.211 of the Code of Ordinances of the City of Independence, Missouri for more information on payment options and receipt requirements regarding vehicle tows.

The receipt must be signed by the vehicle owner or custodian on the date that payment is made and a copy of the signed receipt must be given to the vehicle owner or custodian on the day the receipt is signed.

Sec. 18.25.212. Tow service business requirements.

A tow service business operating a tow vehicle pursuant to the authority granted in this chapter shall:

- (1) Have and occupy a verifiable business address; and
- (2) Have a fenced, secure, and lighted storage lot or an enclosed, secure building for the storage of motor vehicles; and
- (3) Be available 24 hours a day, seven days a week. Availability shall mean that an employee of the towing company or an answering service answered by a person is able to respond to a tow request; and
- (4) Maintain a valid insurance policy issued by an insurer authorized to do business in this state, or a bond or other acceptable surety providing coverage as outlined in Section 18.25.208; and
- (5) Provide workers' compensation insurance for all employees of the towing company if required by RSMo Section 287; and
- (6) Maintain current motor vehicle registrations on all tow vehicles currently operated within the tow service business fleet.
- (7) Maintain the business name, address and phone number on all tow vehicles operated within the tow service business fleet.

Sec. 18.25.213. Towing log or similar record.

Every tow service business shall maintain a separate log or other document which shall show, for each motor vehicle that it has towed from a location within the city, the following information:

- (1) The date and time that the vehicle was towed;
- (2) The tow vehicle operator's first and last name;
- (3) The name and the business, cellular or home phone telephone number of the person who ordered the tow;
- (4) The date and time that the vehicle entered the facility at which it was placed for storage;
- (5) The make, model, year, vehicle identification number and license plate number of the vehicle;
- (6) The address of the property from which the vehicle was removed;
- (7) The total mileage of the tow; and
- (8) The towing, retrieval and storage fees actually charged.

Such log or record shall be maintained for a period of at least three years from the date of each tow and shall be made available, during normal business hours, for inspection by the city. In addition, the portion of such

log or record pertaining to a particular motor vehicle shall be made available, during normal business hours, for inspection by the owner of the vehicle.

Sec. 18.25.214. Miscellaneous.

- (a) The tow service business, at all times, is responsible for the conduct of their business and the acts and conduct of their employees and operators which is in violation of the provisions of this chapter or the regulations of the director.
- (b) The tow service business, at all times, is responsible for all tow vehicles and the tow vehicles are maintained in a clean and serviceable condition and in adequate repair.
- (c) No tow vehicle operator shall engage in cruising.
- (d) No tow vehicle operator shall invite or permit loitering within or near their tow vehicle.
- (e) No tow vehicle operator shall seek employment by repeatedly driving their vehicle to and from in a short space on any highway or otherwise interfering with the proper and orderly progress of traffic along a public highway.
- (f) No tow vehicle operator shall report for another operator's tow.
- (g) No tow vehicle operator shall solicit or attempt to divert prospective patrons of an emergent tow.
- (h) No tow vehicle operator shall solicit or divert prospective patrons at a given garage in the city to any other garage.
- (i) No tow vehicle operator shall solicit, demand or receive from any person, any pay or commission or emolument whatsoever except the proper fare for transporting the city or emergent tow in accordance with the schedule of charges as determined by the director.
- (j) All tow service businesses shall promptly report all changes of address and or contact information to the director.
- (k) A tow vehicle operator shall not remove a vehicle involved in an accident in which a person has been killed or seriously injured unless such vehicle has been released by a law enforcement officer.

Sec. 18.25.215. Exemptions.

The provision of this chapter shall not be applicable to any person operating a tow vehicle under the terms of a written contract for a specific period of time with any person, firm or corporation to tow, transport, convey or move vehicles owned, controlled or in the custody of such person, firm or corporation to a specific location so designated, for consideration set forth in such contract; provided that the said person has in their possession at all times while towing, transporting, conveying or moving any such vehicle, such contract or an affidavit which shall recite the existence of the said contract, the name, address and phone number of the contracting parties, the term of the contract and the scope of services to be performed. Any person seeking exemption under this provision shall display such contract or affidavit when required to do so by any law enforcement officer.

Sec. 18.25.216. Informal disposition.

Nothing contained in this chapter shall preclude the informal disposition between the director and any person by stipulation, consent order or default, or by agreed settlement.

Sec. 18.25.217. Authority to prescribe additional rules and regulations.

The director is authorized to make and promulgate reasonable and necessary safety rules and regulations to carry out the provisions of this article. A copy of all such rules and regulations shall be on file with the director.

Secs. 18.25.218—18.25.299. Reserved.

DIVISION 3. BUSINESS LICENSE REQUIRED

Sec. 18.25.300. Business license required.

It shall be unlawful for any person to report for or make a tow in the City unless the tow service business has a valid business license in accordance with Chapter 5 of the City Code. Application for a business license shall be made by the tow service business on a form furnished by the City.

Sec. 18.25.301. Application for business license.

- A. Any tow service business desiring to operate a tow vehicle within the city shall make written application for a business license or the renewal thereof to the director, which application shall set forth the following:
- (1) A full identification of the applicant and all persons interested in the registration number, if granted, including the residence, business and email address of the applicant, and of all members of any firm, association or partnership, and of all principal shareholders, officers, directors and managers of any corporation applying;
 - (2) Whether or not the applicant has been convicted of violating any provision of the code or has ever had a certificate or registration number issued under this article revoked or suspended;
 - (3) Whether or not the applicant has unpaid claims or unsatisfied judgments against him or it for damages resulting from the negligent operation of a vehicle;
 - (4) The past experience, if any, that the applicant has had in rendering such tow service in the city and the period of time that the applicant has rendered such service;
 - (5) That an applicant has sworn to the truthfulness and accuracy of the information provided on all forms and will abide by the provisions of this chapter. The applicant must provide positive identification as the person applying for such license.
 - (6) Such further information as the director may reasonably require.
 - (7) The full amount of the fees chargeable for such license.
- B. At the time the application is submitted, the City shall issue a receipt to the applicant for the money paid in advance. Such receipt shall not be construed as the approval of the City for the issuance of a license, nor shall it entitle or authorize the applicant to open or maintain any business contrary to the provisions of this chapter.
- C. The applicant shall submit application for renewal of the license annually at the time specified in City Code Section 5.01.014 of this chapter. Such application for renewal shall include a written statement upon forms provided that the information submitted on the application form is true and correct.
- D. When the City upon considering and applying the general standards set out in this chapter in City Code Section 5.01.018 determines that an applicant for a license, or for a renewal of a license, is not qualified under such provisions, the application shall be denied.

Sec. 18.25.302. License year, when fees are paid, expiration, renewal of license.

A business license shall be valid as prescribed in chapter 5 of the City Code.

Sec. 18.25.303. Submitting false information.

Any false statement or misrepresentation of a material fact, made by an applicant for the purpose of securing a tow service business license, or any renewal thereof, shall be deemed good and sufficient cause for refusal to grant, or, if granted, for revocation of a business license.

Sec. 18.25.304. Compliance with applicable laws.

Every tow service business operating in the City shall comply with all city, state and federal laws. Failure to do so will justify suspension or revocation of the tow service business by the director.

Sec. 18.25.305. License denial, suspension or revocation; right to appeal.

- A. No business license may be denied, suspended, revoked or the renewal thereof denied unless notice and an opportunity to be heard is given the holder of the business license in accordance with the notice provisions set forth in Chapter 5 of the City Code, as applicable.
- B. The applicant has the right to appeal in accordance with the provisions set forth in Chapter 5 of the City Code, as applicable.

Secs. 18.25.306—18.25.399. Reserved.

***DIVISION 4. OPERATORS' AND EQUIPMENT REQUIREMENTS AND
QUALIFICATIONS***

Sec. 18.25.400. Vehicles generally.

It shall be unlawful for any person to operate or allow or cause to be operated any tow vehicle, either for a fee or as part of any auto salvage, auto repair or junk business within the city, unless said vehicle has a current, approved department of transportation (DOT) inspection certificate.

Sec. 18.25.401. Vehicles listed on business license.

All tow service businesses with a valid business license shall list all tow service vehicles utilized by said business. It shall be unlawful for any person to operate or allow or cause to be operated any tow vehicle, either for a fee or as part of any auto salvage, auto repair or junk business within the city, unless said vehicle is listed on the City of Independence business license.

Sec. 18.25.402. Operators listed on business license.

It shall be unlawful for any person, other than a tow business owner, to report for and make a tow unless the operator is listed on the City of Independence business license.

Sec. 18.25.403. Requirements for tow vehicle operators.

- (a) Any person who is listed as an operator for a licensed tow service business shall meet the following criteria:

 - (1) Be 18 years of age or older; and
 - (2) Shall not have any active municipal warrants; and
 - (3) Have a current commercial driver's license issued by the state pursuant to the licensing requirements of RSMO Chapter 302 or have a comparable commercial driver's license that is current and has been issued by another state.

Sec. 18.25.404. Background investigation.

After a tow service business has filed a complete list of all tow vehicle operators with the director, the director shall cause the tow vehicle operators to be investigated. The background investigation shall include a review of all records available. The background investigation shall also include an investigation of the applicant's background of everything listed under City Code Sections 18.25.403 and 18.25.214 of this division.

Secs. 18.25.405—18.25.499. Reserved.

DIVISION 5. NONCONSENT TOW

Sec. 18.25.500. Applicability.

This division applies:

- (1) To the towing, by a tow service business, of motor vehicles from privately-owned property within the city without the consent of the vehicle owner or duly authorized driver or a law enforcement officer being present;
 - (i) For purposes of this subsection, a duly authorized driver has permission or written authorization from the vehicle owner.
- (2) To the fees that are charged for such towing of vehicles; and
- (3) To the fees that are charged for the storage and retrieval of such towed vehicles.

The division does not apply to the towing of motor vehicles identified in Section 18.25.002. from public streets and other locations within the city that is performed pursuant to an ordinance or contract with the city, or to the storage of such vehicles.

Sec. 18.25.501. Towing regulations.

- (a) Except for the removal of motor vehicles authorized by the City, a towing company shall not remove or commence the removal of motor vehicles from private property without first obtaining written authorization from the property owner or lessee in lawful possession or the property manager or security manager of the real property, who must be present at the time of removal or commencement of the removal. A property manager or security manager must be a full-time employee of the business entity. All written authorizations shall be maintained for at least three years by the towing company. General authorization to remove or commence removal of motor vehicles at the towing company's discretion shall not be delegated to a towing company or its affiliates except in the case of motor vehicles unlawfully parked within 15 feet of a fire hydrant or in a fire lane designated by a fire department or the state fire marshal as required by RSMo Section 304.158.

Sec. 18.25.502. Notice of tow.

Prior to towing any motor vehicle, the tow service business or operator shall contact the city's police department and provide the following information:

- (1) The name of the tow service business and operator;
- (2) A description of the vehicle to be towed, including its year, make, model, vehicle identification number and license plate number;
- (3) The date and time of the tow;
- (4) The address of the location from which the vehicle is being towed; and

-
- (5) The name and address of the facility to which the vehicle is to be delivered and stored, and from which the vehicle may be retrieved.
 - (6) If the vehicle to be towed is reported as stolen the tow company shall not remove the vehicle, and provide the location and vehicle description to Police.

Sec. 18.25.503. Warning signs.

It shall be unlawful for any tow service business or tow vehicle operator to tow a motor vehicle unless the area in which the vehicle is parked has been posted by a sign, in plain view, at each entrance and exit that has been permanently installed for a minimum of 24 hours prior to any vehicle being removed. The legible sign shall be a minimum of 17 inches by 22 inches in size with lettering not less than one inch in height and posted so that the bottom of the sign is at least 36 inches, but no more than 72 inches off the ground and shall include:

- (1) A pictorial symbol of a tow vehicle;
- (2) A statement to the effect that any trespassing motor vehicle within the area is subject to towing and storage at the expense of the vehicle owner;
- (3) If applicable, the hours and days of the week when trespassing vehicles are subject to towing;
- (4) A telephone number, other than that of the police department, that may be called and answered 24 hours a day for information regarding the retrieval of a towed vehicle; and
- (5) The maximum fee that will be charged for a towing fee, storage fee, retrieval fee and in lieu of towing fee.

Provided, that the requirements of this section shall not apply to areas providing parking for single-family, two-family and townhouse dwellings, as such dwellings are defined in the city zoning ordinance.

Sec. 18.25.504. Penalties.

Any person who is found to have violated any provisions of this article, or who neglects or fails to comply with such provisions, shall be guilty of an ordinance violation, and upon conviction shall be fined not less than \$250.00 and not more than \$500.00, or punished by imprisonment of not more than 180 days, or punished by both such fine and imprisonment.

Secs. 18.25.505—18.25.599. Reserved.

City of Independence

AGENDA ITEM COVER SHEET

BILL NO. 24-015

1R

Agenda Title:

24-015 1R An Ordinance vacating an existing right-of-way of all that part of Coon Road beginning at 7 Hwy and heading West approximately 631 feet and reserving the same as a general utility easement, Independence, Jackson County, Missouri.

Recommendations:

Council approval is recommended.

Executive Summary:

City Staff have received an application to vacate Coon Road west of MO-7 Highway. This application has been found to meet all requirements set by City Code. Staff are recommending the approval of this vacation.

Fiscal Impact:

There is no fiscal impact to the City.

Department:	Municipal Services	Contact Person:	Lisa Reynolds
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REVIEWERS:

Department	Action
Public Works Department	Approved
City Managers Office	Approved

Council Action:

Council Action:

ATTACHMENTS:

Description	Type
☐ Coon Road Vacation and Easement Application	Exhibit

▣ Ordinance - Coon Road Vacation

Ordinance

LETTER OF PURPOSE

Municipal Services
City of Independence, Missouri

CC: Timothy Olah
900 S M 7 Hwy
Independence, MO 64056

Subject: Letter of Purpose for Right-of-Way Vacation of E. Coon Road

Dear Municipal Services,

We provide this Letter of Purpose for the Right-of-Way Vacation of Coon Road as proposed by Timothy Olah. E. Coon Road is a roughly 630' length of dead-end roadway accessed off MO 7 Highway, east of the highway near Lake City Army Ammunition Plant. Mr. Olah's properties border the entire length of Coon Road on both north and south sides of the street. Coon Road provides access his properties exclusively, and the road is not used by any other property owners or users.

Mr. Olah would ask that the road be vacated so that he can assume maintenance of the road as a private drive. The city provides little to no maintenance of Coon Road, and the road has fallen into disrepair. Vacation of the road would allow Mr. Olah to improve the drive and address maintenance issues as they arise.

Please find attached the Right-of-Way Vacation Application, and legal description and right-of-way map exhibits prepared by Atlas Land Consulting.

Sincerely,
Ryan Hunter, AIA

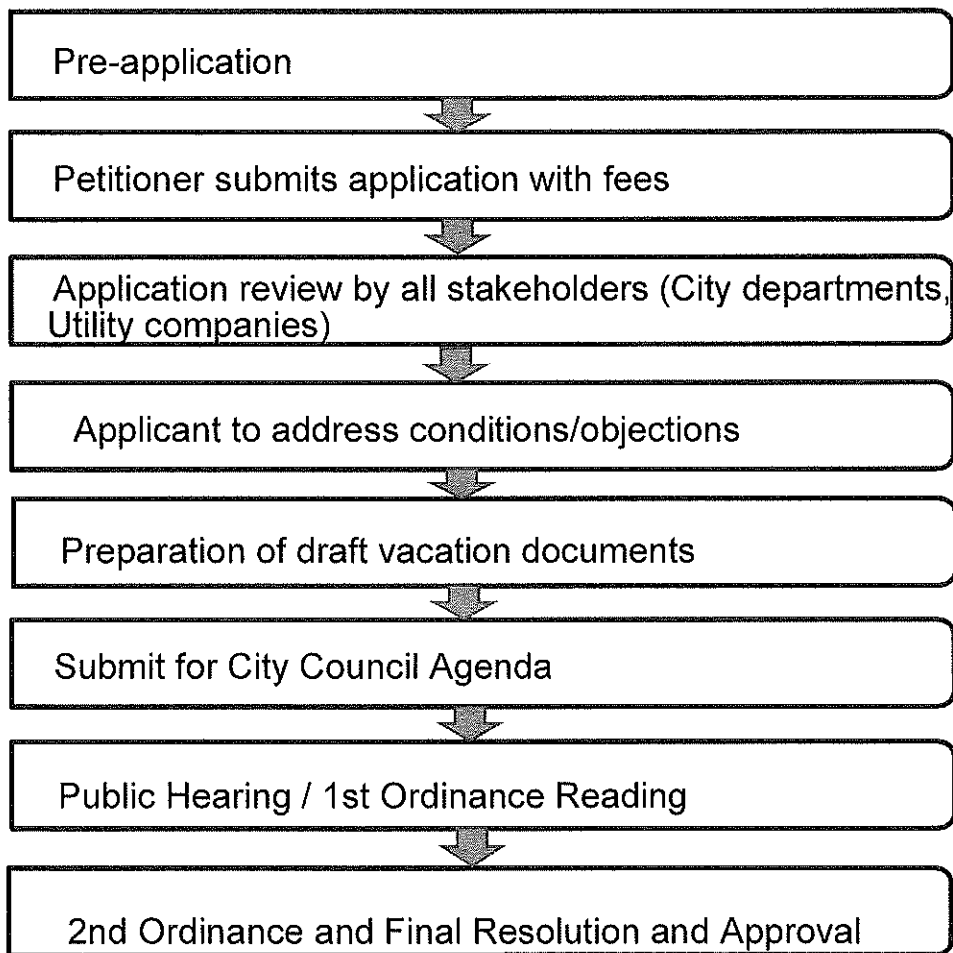
July 17, 2023



INDEPENDENCE

★ MUNICIPAL SERVICES ★

RIGHT-OF-WAY VACATION PROCESS AND TIMELINE



Right-Of-Way Vacation or Plat Application

City of Independence Municipal Services – Right-of-Way Division
111 E. Maple Ave., Independence, MO 64050 (816) 325-7617

(Note: The applicant may be required to administer a petition if vacation is determine to impact multiple properties)

1. CONTACT INFORMATION

Applicant Tim Olah Company _____
Address 900 S M 7 Hwy City & State Independence, MO Zip 64056
Telephone (816) 985.2308 Email tim.olah@kcstructural.com

Property Owner(s) (if different from applicant) _____
Address _____ City & State _____ Zip _____
Telephone (_____) _____ Email _____

Agent/Contact Ryan Hunter Company Hermanos Design
Address 812B W 17th St City & State Kansas City, MO Zip 64108
Telephone (816) 914.5919 Email rhunter@hermanosdesign.com

All correspondence should be sent to (check ONE):

☐ Applicant's Property ☐ Owner ☒ Agent


2. VACATION LOCATION / ADDRESS

E Coon Road (east of S MO-7 Hwy)

3. REQUIRED ATTACHMENTS

- ☐ Letter of Purpose – Please submit a letter addressed to Municipal Services briefly explaining the purpose of the requested vacation.
- ☐ Completed Application
- ☐ \$300.00 fee (Payable to City of Independence)
- ☐ Map showing right-of-way to be vacated
- ☐ Legal description may be required if an easement is to be reserved.

4. **PUBLIC UTILITIES:** An easement must be reserved in the vacation for an; public utility existing within the vacation area. If the applicant chooses to clear the area of these utilities, it is the responsibility of the applicant to make arrangements with the utility companies for the relocation prior to completion of the vacation. All costs in connection with the relocation of these facilities must be borne by the applicant.
5. The information presented with this application is true and correct to the best of the undersigned's knowledge and consists of the required items as listed above, necessary for a complete application.

Signature  _____

Printed Name Ryan Hunter Date 07.17.2023

Official Use Only – Do Not Write in this Area

☐ Approved ☐ Not Approved

Vacation Approved by _____ Date _____

Notes:

EXHIBIT A

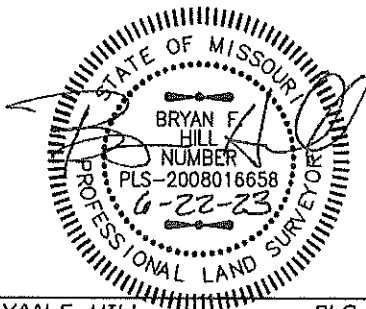
SHEET 1 OF 2

ROAD TO BE VACATED DESCRIPTION:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 01, TOWNSHIP 49 NORTH, RANGE 31 WEST, OF THE 5TH P.M., IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, PREPARED BY BRYAN F. HILL PLS 2008016658 DATED JUNE 21ST, 2023; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01°59'14" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 1293.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 87°39'24" WEST, 26.10 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MISSOURI 7 HIGHWAY AS IT NOW EXISTS, ALSO TO BE KNOWN AS THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE SOUTH 01°59'14" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 25.00 FEET; THENCE NORTH 87°39'24" WEST, 630.71 FEET; THENCE NORTH 02°03'11" EAST, 25.00 FEET; THENCE SOUTH 87°39'24" EAST, 630.68 FEET TO THE POINT OF BEGINNING.
CONTAINING 15,767.47 SQUARE FEET MORE OR LESS.

I DECLARE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.



BRYAN F. HILL

PLS 2008016658

 ALC ANALYTICAL CONSULTING 1100 N. GARDEN ST., SUITE 200 JACKSON, MISSOURI 64401 781.281.1234	E COON ROAD INDEPENDENCE, MO		
	COUNTY	TRACT NO.	PROJ. NO. 23-135
	JACKSON COUNTY		DATE CHANGE

SHEET 2 OF 2



A horizontal scale bar with alternating black and white segments. Above the bar, the numbers 150, 75, 0, and 150 are printed from left to right. Below the bar, the text "SCALE IN FEET" is printed.



E COON ROAD
INDEPENDENCE, MO

COUNTY

JACKSON COUNTY

TRACT NO.

PROJ NO: 23-135

DATE: JUNE 21ST, 2023

EXHIBIT A

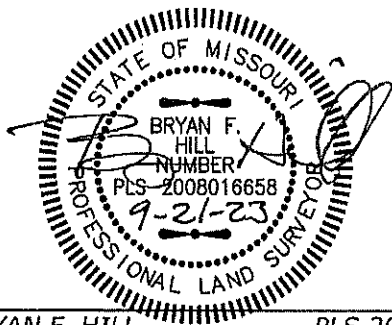
SHEET 1 OF 2

UTILITY EASEMENT DESCRIPTION:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 01, TOWNSHIP 49 NORTH, RANGE 31 WEST, OF THE 5TH P.M., IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, PREPARED BY BRYAN F. HILL PLS 2008016658 DATED SEPTEMBER 20TH, 2023; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01°59'14" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 1293.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 87°39'24" WEST, 26.10 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MISSOURI 7 HIGHWAY AS IT NOW EXISTS, ALSO TO BE KNOWN AS THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE SOUTH 01°59'14" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 25.00 FEET; THENCE NORTH 87°39'24" WEST, 630.71 FEET; THENCE NORTH 02°03'11" EAST, 25.00 FEET; THENCE SOUTH 87°39'24" EAST, 630.68 FEET TO THE POINT OF BEGINNING.
CONTAINING 15,767.47 SQUARE FEET MORE OR LESS.

I DECLARE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.



BRYAN F. HILL

PLS 2008016658


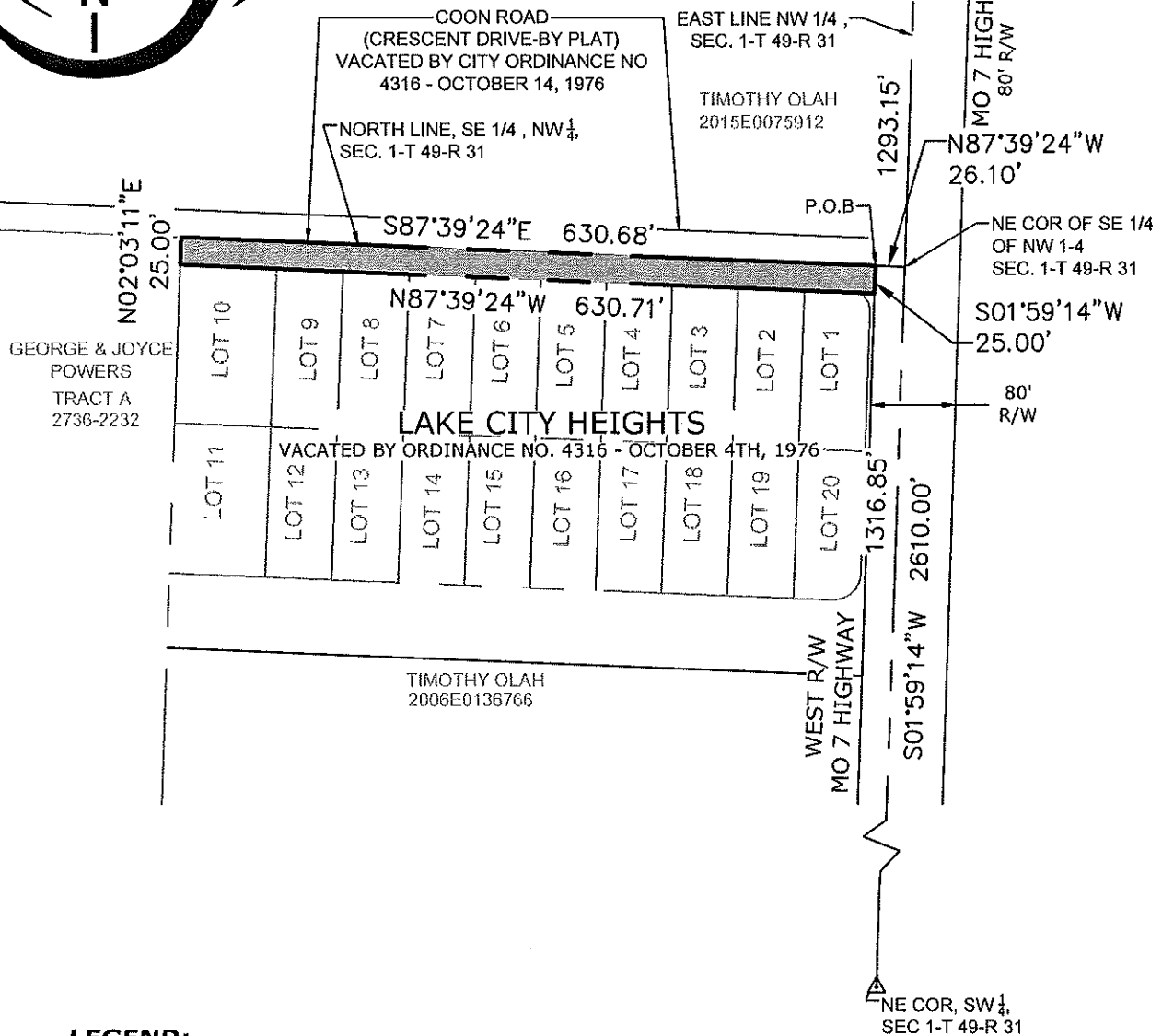
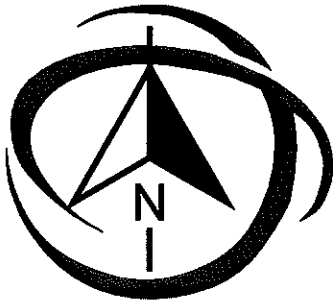
	E COON ROAD INDEPENDENCE, MO		
	COUNTY	TRACT NO.	PROTID: 23-135
	JACKSON COUNTY		DATE: SEPTEMBER 20, 2023

EXHIBIT A

SHEET 2 OF 2

THIS SKETCH HAS BEEN PREPARED FOR EASEMENT EXHIBIT PURPOSES ONLY AND DOES NOT CONSTITUTE A BOUNDARY SURVEY. DISTANCES AND BEARINGS ARE BASED ON NAD-83 MISSOURI WEST ZONE STATE PLANE DATUM.



LEGEND:

--- ROAD R/W LINE
--- PROPERTY LINE
--- UTILITY EASEMENT

P.O.C POINT OF COMMENCEMENT
P.O.B POINT OF BEGINNING

150 75 0 150
SCALE IN FEET



E COON ROAD
INDEPENDENCE, MO

COUNTY

JACKSON COUNTY

TRACT NO.

PROJ NO:
23-135

DATE:
SEPTEMBER 20, 2023

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE VACATING AN EXISTING RIGHT-OF-WAY OF ALL THAT PART OF COON ROAD BEGINNING AT 7 HWY AND HEADING WEST APPROXIMATELY 631 FEET AND RESERVING THE SAME AS A GENERAL UTILITY EASEMENT, INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS the entirety of the vacated Right-of-way will become a General Utility Easement; and,

WHEREAS the vacation of the Right-Of-Way will support additional development of the property; and,

WHEREAS, the City has received a request for vacation from the property owner of 4 of the adjacent, 5 parcels.

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 Right-Of-Way, described as follows:

DESCRIPTION OF RIGHT-OF-WAY TO BE VACATED

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 01, TOWNSHIP 49 NORTH, RANGE 31 WEST, OF THE 5TH P.M., IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, PREPARED BY BRYAN F. HILL PLS 2008016658 DATED JUNE 21ST, 2023; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01059'14" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 1293.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 87039'24" WEST, 26.10 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MISSOURI 7 HIGHWAY AS IT NOW EXISTS, ALSO TO BE KNOWN AS THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE SOUTH 01059'14" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 25.00 FEET; THENCE NORTH 87039'124" WEST, 630.71 FEET; THENCE NORTH 02003'111" EAST, 25.00 FEET; THENCE SOUTH 87039'124" EAST, 630.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,767.47 SQUARE FEET MORE OR LESS.

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 _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

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

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

Director of Finance and Administration
City of Independence, Missouri

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Case 24-100-03, a request by Kirk Farrelly with Dollar General to rezone the property at 9800 E. US 40 Highway from C-2 (General Commercial) and R-6 (Single-Family Residential) to C-2 (General Commercial), was advertised for a new information only public hearing at the March 4, 2024, City Council meeting. As this case was continued by the Planning Commission, the new information only public hearing is now expected to be heard at the April 4, 2024, City Council meeting.

Department: Community
Development

Contact Person: Tom Scannell

REVIEWERS:

Department

Community Development Department
City Clerk Department

Action

Approved
Approved

Council Action:

Council Action:

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Case 24-100-05, a request by Carolyn Richardson to rezone the property at 1301 S. Noland Road from C-2 (General Commercial) to R-6 (Single-Family Residential), was advertised for a new information only public hearing at the March 4, 2024, City Council meeting. As this case was continued by the Planning Commission, the new information only public hearing is now expected to be heard at the May 20, 2024, City Council meeting.

Department: Community
Development

Contact Person: Tom Scannell

REVIEWERS:

Department

Community Development Department
City Clerk Department

Action

Approved
Approved

Council Action:

Council Action:

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Boards/Commissions Report

Department:**Contact Person:**

REVIEWERS:**Department**

City Clerk Department

Action

Approved

Council Action:**Council Action:**

ATTACHMENTS:**Description**

▣ Boards and Commission Memo

Type

Ordinance



MEMORANDUM

DATE: March 4, 2024

TO: Mayor and Members of the City Council

FROM: Susanne Holland, City Clerk

SUBJECT: Boards and Commissions Report

Tourism Commission

- A recommendation has been made to reappoint Bobby McCutcheon to the Tourism Commission.
- Staff requests direction to add a resolution to the next regular meeting, appointing this individual to the above board.

Public Tax Oversight Committee

- Recommendations have been made to reappoint Erin Boatright to the Public Tax Oversight Committee
- Staff requests direction to add a resolution to the next regular meeting, appointing this individual to the above board.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Please Note: In accordance with RSMo 610.021, the City Council may convene in an Executive Session during or after the meeting, in the Council Chambers and move to Conference Room D for the closed 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).

Department: Acting City Clerk

Contact Person: Dee Dee Meier

REVIEWERS:

Department

City Clerk Department

Action

Approved

Council Action:

Council Action:
